

# Village of Carol Stream

## BOARD MEETING

### AGENDA

JULY 6, 2020

6:00 P.M.

*All matters on the Agenda may be discussed, amended and acted upon*

#### **A. ROLL CALL AND PLEDGE OF ALLEGIANCE:**

#### **B. MINUTES:**

1. Approval of Minutes of the June 15, 2020 Village Board Meeting.

#### **C. LISTENING POST:**

1. Fourth of July House Decorating Contest Winners:  
*1<sup>st</sup> Place – 202 Coachlite Trail*  
*2<sup>nd</sup> Place – 1214 Easton Drive*  
*3<sup>rd</sup> Place – 871 Omaha Court*

2. Proclamation - Proclaiming Pride Month
3. Proclamation – Graduate Recognition Day
4. Addresses from Audience (3 Minutes).

#### **D. PUBLIC HEARINGS:**

#### **E. SELECTION OF CONSENT AGENDA:**

*If you are here for an item, which is added to the consent agenda and approved, the Village Board has acted favorably on your request.*

#### **F. BOARD AND COMMISSION REPORTS:**

1. Plan Commission/Zoning Board of Appeals
  - a. #20-0016 – Geneva Crossing, LLC – 560 S. Schmale Road  
Plat of Resubdivision  
**RECOMMEND APPROVAL 4-0**

#### **G. OLD BUSINESS:**

#### **H. STAFF REPORTS AND RECOMMENDATIONS:**

1. Award a Contract for Purchase and Delivery of LED Street Light Fixtures. *Staff recommends approval of a contract to City Electric Supply for the purchase of 356 LED street light fixtures in the amount of \$46,365.22.*

# Village of Carol Stream

## BOARD MEETING

### AGENDA

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6:00 P.M.

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#### **I. ORDINANCES:**

1. Ordinance No. 2020-07-\_\_\_\_ Amending Chapter 8, Article 6 of the Carol Stream Traffic Code-Parking Schedules. *Staff recommends parking prohibited on Commercial/Industrial Streets within 20 feet of a truck dock driveway on the opposite side of the road where signs are posted.*
2. Ordinance No. 2020-07-\_\_\_\_ Amending the Village Code of Ordinances to Provide for the Appointment of Deputy Clerk. *Staff recommends approval to provide for the Appointment of Deputy Clerk.*

#### **J. RESOLUTIONS:**

1. Resolution No. \_\_\_\_ Declaring a Vacancy in the Office of Village Clerk. This Resolution declares a vacancy in the office of Village Clerk and authorizes the Deputy Clerk to fulfill the duties of Village Clerk until a replacement is appointed.
2. Resolution No. \_\_\_\_ Authorizing a Plat of Resubdivision (Geneva Crossing Carol Stream IL, LLC/West Geneva Road Resubdivision, 560 S. Schmale Road) PIN# 05-04-304-076. *See F.1.a.*
3. Resolution No. \_\_\_\_ for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code – 2020 Crackfill Project. *This project is funded with Motor Fuel Tax dollars and therefore needs to be approved by the Illinois Department of Transportation prior to bidding and award of contract with a cost estimate of \$81,400.00.*
4. Resolution No. \_\_\_\_ Approving a Cable Television Franchise Agreement by and between the Village of Carol Stream and Comcast of Illinois VIII, LLC. *Staff recommends approval of the Comcast Franchise Agreement. The contract was last approved in 2015 and was up for renewal. The recommended contract is for an initial period of 5 years with an option of a 5 year extension.*

#### **K. NEW BUSINESS:**

1. Deputy Clerk Appointment.

*Village of Carol Stream*

**BOARD MEETING**

**AGENDA**

**JULY 6, 2020**

**6:00 P.M.**

*All matters on the Agenda may be discussed, amended and acted upon*

**L. PAYMENT OF BILLS:**

1. Regular Bills: June 16, 2020 through July 6, 2020.
2. Addendum Warrants: June 16, 2020 through July 6, 2020.

**M. REPORT OF OFFICERS:**

1. Mayor:
2. Trustees:
3. Clerk:

**N. EXECUTIVE SESSION:**

**O. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2020-06-18</b>	<b>LAST RESOLUTION</b>	<b>3140</b>
<b>NEXT ORDINANCE</b>	<b>2020-07-19</b>	<b>NEXT RESOLUTION</b>	<b>3141</b>

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES**  
**Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue,**  
**Carol Stream, DuPage County, IL**

**June 15, 2020**

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 6:07 p.m. and directed Village Clerk Laura Czarnecki to call the roll.

Present: Mayor Frank Saverino, Sr., Trustees John Zalak, John LaRocca, Rick Gieser, Mary Frusolone, Greg Schwarze and Matt McCarthy

Absent: None

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey and Village Attorney Jim Rhodes

\*All persons remotely called in at meeting unless noted otherwise

**MINUTES:**

*Trustee McCarthy moved and Trustee LaRocca made the second to approve the Minutes of the June 1, 2020 Village Board Meeting. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Abstain: 0*

*Absent: 0*

*The motion passed.*

**LISTENING POST:**

1. Addresses from Audience (3 Minutes).

*Assistant to the Village Manager read aloud the statements from the audience:*

*Devin Asperger – Defund the Police*

*Stephanie Biegel – Official Village Joint Statement Regarding the Murder of George Floyd*

*Meggie Hernandez-Zayas – Village Transparency*

*Arsima Araya – Call to Action: re: Black Lives Matter*

*Anneliese Cornejo Garcia – Juneteenth Vigil*

**PUBLIC HEARINGS:**

1. Public Hearing for an Amendment to an Annexation Agreement for the CMC Building Group, LLC, property at 27W333 North Avenue. *This Public Hearing was originally noticed for the May 18, 2020, Village Board meeting to receive comments on a proposed amendment to the Annexation Agreement for the CMC Building Group, LLC, property at 27W333 North Avenue. As an Amendment was not ready for action by the Village Board at the May 18, 2020, meeting, the public hearing was continued to the June 15, 2020, Village Board meeting. No progress has been made on the development of an Amendment, so staff recommends that the Village Board close the public hearing. Should an Amendment be developed for action by the Village Board in the future, a new notice of Public Hearing will be published.*

*Trustee McCarthy moved and Trustee Gieser made the second to open the public hearing for an Amendment to an Annexation Agreement for the CMC Building Group, LLC, property at 27W333 North Avenue. The results of the roll call vote were as follows:*

*Ayes:                   6       Trustees Zalak, LaRocca, Gieser, Frusolone,  
Schwarze and McCarthy*

*Nays:                    0*

*Absent:                0*

*No comments made by the public.*

*Trustee LaRocca moved and Trustee Zalak made the second to close the public hearing for an Amendment to an Annexation Agreement for the CMC Building Group, LLC, property at 27W333 North Avenue. The results of the roll call vote were as follows:*

*Ayes:                   6       Trustees Zalak, LaRocca, Gieser, Frusolone,  
Schwarze and McCarthy*

*Nays:                    0*

*Absent:                0*

*The motion passed.*

**CONSENT AGENDA:**

*Trustee Gieser moved and Trustee Frusolone made the second to establish a Consent Agenda for this meeting. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

*Trustee McCarthy moved and Trustee Schwarze made the second to place the following items on the Consent Agenda established for this meeting. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

1. Motion to Purchase Large Water Meters and Supplies.
2. Recommendation for Purchase of a One-Ton Dump Truck.
3. Recommendation for Up-fitting of new One-Ton Dump Truck.
4. Ordinance No. 2020-06-18 Amending the Carol Stream Code of Ordinances, Chapter 13, and Adopting a Sewer Use and Pretreatment Ordinance.
5. Resolution No. 3138 Approving the Local Limits Evaluation 2016.
6. Resolution No. 3139 Approving an Enforcement Response Plan in Relation to the Village's Sewer Use and Pretreatment Ordinance.
7. Resolution No. 3140 Declaring Surplus Property owned by the Village of Carol Stream.
8. Payment of Regular Bills from June 2, 2020 through June 15, 2020.
9. Payment of Addendum Warrant of Bills from May 27, 2020 through June 15, 2020.
10. Treasurer's Report-Revenue/Expenditure Statements and Balance Sheet for the Month Ended May 31, 2020.

*Trustee Frusolone moved and Trustee LaRocca made the second to approve the Consent Agenda for this meeting by Omnibus Vote. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

*The following are brief descriptions of those items approved on the Consent Agenda for this meeting.*

**Motion to Purchase Large Water Meters and Supplies:**

*The Village Board approved the purchase of large water meters and supplies from Core & Main in an amount not-to-exceed \$45,000 pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(C) of the Carol Stream Code of Ordinances.*

**Recommendation for Purchase of a One-Ton Dump Truck:**

*The Village Board waived formal bidding requirements and approved the purchase of a Ford F550 dump truck from Joe Cotton Ford in the amount of \$40,998.79.*

**Recommendation for Up-fitting of New One-Ton Dump Truck:**

*The Village Board approved a contract for truck up-fitting to Henderson Products, Inc. under Sourcewell Contract Number 080818-HPI in the amount of \$51,518.00, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(L) of the Carol Stream Code of Ordinances.*

**Ordinance No. 2020-06-18 Amending the Carol Stream Code of Ordinances, Chapter 13, and Adopting a Sewer Use and Pretreatment Ordinance:**

*The Village Board approved the Sewer Use and Pre-Treatment Ordinance and Amendments to Chapter 13 of the Carol Stream Code of Ordinances.*

**Resolution No. 3138 Approving the Local Limits Evaluation 2016:**

*The Village Board approved the Local Limits Evaluation prepared by Baxter and Woodman, which was provided to the United States Environmental Protection Agency for review and was approved.*

**Resolution No. 3139 Approving an Enforcement Response Plan in Relation to the Village's Sewer Use and Pretreatment Ordinance:**

*The Village Board approved the Enforcement Response Plan in relation to the Village's Sewer Use and Pretreatment Ordinance.*

**Resolution No. 3140 Declaring Surplus Property owned by the Village of Carol Stream:**

*The Village Board declared surplus a 2008 and 2010 John Deere Zero Turn Mower and authorized its disposal via public auction.*

**Regular Bills and Addendum Warrant of Bills:**

*The Village Board approved payment of the Regular Bills dated June 15, 2020 in the amount of \$901,471.49. The Village Board approved the payment of Addendum Warrant of Bills from May 27, 2020 thru June 15, 2020 in the amount of \$635,285.59.*

**Treasurer's Report:**

*The Village Board received the Revenue/ Expenditure Statements and Balance sheet for the Month ended May 31, 2020.*

**Report of Officers:**

*Trustee LaRocca thanked residents for their public comments and being involved. He believes the Carol Stream Police Department training is working and that our officers are the best and take their jobs and oath seriously. Trustee LaRocca stated we have a great Village, great staff and great Mayor and Trustees which all care about the Village and what is going on. He wished everyone health and happiness, stay safe and continue to practice social distancing.*

*Trustee Gieser thanked residents for sharing their thoughts, ideas and experiences, in addition to all the peaceful protests. He will try to attend the event Friday at Camera Park. Trustee Gieser stated the Village of Carol Stream does charge a fee to apply for a Police Officer like most Villages, but suggested that the Village review our procedures and waive the application fee. He also stated the Village will be hosting a July 4<sup>th</sup> holiday decorating contest for residents and businesses and to send your nominations by June 29<sup>th</sup> at 5p.m. as the Mayor will be providing gift cards to the top winners. Trustee Gieser wished Happy Father's Day to all the fathers.*

*Trustee Schwarze sent his condolences to the families of George Acosta and David Aguilar who were students at Wheaton North High School. He thanked residents for following COVID-19 guidelines and stated Illinois is slated to enter Stage 4 by the end of the month. Trustee Schwarze thanked residents for their comments and stated the Village Board does care about Carol Stream. He asked if staff can gather information on body cameras and on ROPE and Elgin policies. Trustee Schwarze thanked all protestors and those who have reached out to engage with Trustees and offers support for Juneteenth, but cannot attend event due to family conflicts. Please Shop Carol Stream.*

*Trustee Zalak recognized Village Clerk Laura Czarniecki for her service and commitment to the Village. He stated people are hurt and want the statues taken down, but hiding history is not the answer and that we should use history to learn from to better society. Trustee Zalak stated defunding the police is wrong and if behavior is noticed or observed, it is the supervisor's and residents job to report. Interim Director of Police Schmidt outlined how citizens can voice their complaints through the Lexipol system.*



*Trustee Frusolone thanked residents for their comments, as it is time to listen and respect differences of opinion. She stated Carol Stream is a progressive town and holds the Village at the highest standard. Trustee Frusolone stated we have a fully staffed Social Services division and it is important to listen and work collaboratively with police, residents and the Village. She wished Happy Father's Day to all fathers and thanked residents for following COVID-19 restrictions.*

*Trustee McCarthy thanked current and former residents for their comments. He stated we have to be careful with the term defund police and would invite residents to join the citizens police academy to learn what the Police Department does. Trustee McCarthy stated the protests have been thought provoking, honest and has been a learning experience. He congratulated young protestors who will hold an event on Friday. Trustee McCarthy wished Happy Father's day to all the dads and thanked Village Clerk Czarniecki for her years of service and good luck in your future as you will be missed.*

*Village Clerk Czarniecki thanked the Mayor and Village Trustees for their words of encouragement as tomorrow will be the start of a new career path as a court reporter with the 19<sup>th</sup> Judicial Circuit and unfortunately I will need to resign as Carol Stream Village Clerk due to working for the State of Illinois and not allowed to be an elected official. She thanked Clerk's Secretary Sherry Craig, Village Manager Bob Mellor, Assistant to the Village Manager Tia Messino and Office Manager Denise Kalke for their support and friendship. Village Clerk Czarniecki also thanked her family, as she could not get through this without their love and support. She also thanked the residents and apologized for not being able to complete her second term. Village Clerk Czarniecki expressed her gratefulness and support and to please always keep military and first responders in your hearts and prayers. Thank you for the honor of allowing me to serve the residents of Carol Stream.*

*Mayor and Village Trustees all thanked Village Clerk Czarniecki for her service and everything she has done for the community.*

*Village Attorney Rhodes thanked Village Clerk Czarniecki for her commitment to Village Clerk, which was commendable and wished her well.*

*Village Manager Mellor thanked Village Clerk Czarniecki for her many years of service, all of her volunteer work and good luck with her future job. He stated on behalf of Village Administration, we thank current and former residents and students of Carol Stream who have provided input regarding police services, racism and unfair treatment as we support all of our diverse community members through numerous programs. If a resident feels they were unjustly treated, please feel free to contact the Village Manager. Village Manager Mellor stated we will take a stronger look at body cameras and an online policy manual. He stated the Municipal Center opened with modified hours of 8:30 a.m. to 5 p.m. for administration and Police Records are open 24/7. The drop box is still available in the parking lot and if you need to enter the building to please wear a mask. The Municipal Center does*

*have two computer stations available upstairs to complete the census. Phase 4 will allow Solicitors, Block Parties and Automated Meter Reading installations along with Municipal Center operating hours of 8am to 5pm.*

*Mayor Saverino thanked residents for their comments and stated some were hurtful, as he has never been called a racist or homophobe. He is confused how people feel about him and stated that his Facebook postings are being misinterpreted. Mayor Saverino stated we can always become a better town and welcomes talking to residents about their concerns. Mayor Saverino is looking forward to live Village Board meetings. He believes it is possible to be a better community as our Police are well trained and he loves the community.*

*At 7:22 p.m., Trustee McCarthy moved and Trustee Gieser made the second to adjourn the meeting. The results of the roll call vote were as follows:*

*Ayes:           6       Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays:            0*

*Absent:         0*

*The motion passed.*

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr., Mayor

ATTEST:

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Laura Czarnecki, Village Clerk

**Regular Meeting – Plan Commission/Zoning Board of Appeals  
Gregory J. Bielawski Municipal Center, DuPage County, Carol Stream, Illinois**

***All Matters on the Agenda may be Discussed, Amended and Acted Upon  
June 22, 2020.***

Tom Farace called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:05pm and asked for a motion to name an Acting Chairman. Commissioner Christopher moved to appoint Commissioner Tucek as Acting Chairman and Commissioner Petella seconded the motion.

The results of the roll call vote were:

Present: 4 Commissioners Christopher, Petella, Tucek, Morris.

Absent: 3 Commissioners Meneghini, Battisto, Chairman Parisi.

Acting Chairman Tucek directed Jane Lentino, Community Development Secretary, to call the roll.

The results of the roll call were:

Present: 4 Commissioners Christopher, Petella, Morris, Acting Chairman Tucek.

Absent: 3 Commissioners Meneghini, Battisto, Chairman Parisi.

Also Present: Tom Farace, Planning and Economic Development Manager; Andrew Kieffer, Planning Intern; and Jane Lentino, Secretary.

Mr. Farace gave a short presentation outlining public participation and meeting attendance guidelines for the electronic meeting.

\*All persons remotely called in at meeting unless noted otherwise

**MINUTES:**

Commissioner Petella moved and Commissioner Christopher seconded the motion to approve the minutes of the Regular Meeting held on May 26, 2020.

The results of the roll call vote were:

Ayes: 4 Commissioners Morris, Petella, Christopher, and Acting Chairman Tucek.

Nays: 0

Abstain: 0

Absent: 3 Commissioners Meneghini, Battisto, and Chairman Parisi

The motion was passed by unanimous vote.

**PUBLIC HEARING:**

Acting Chairman Tucek asked for a motion to open the Public Hearing. Commissioner Petella moved and Commissioner Christopher seconded the motion.

The results of the roll call vote were:

Ayes: 4 Commissioners Morris, Petella, Christopher, and acting Chairman Tucek.

Nays: 0

Abstain: 0

Absent: 3 Commissioners Meneghini, Battisto, and Chairman Parisi

The motion was passed by unanimous vote.

There were no Public Hearings.

Acting Chairman Tucek asked for a motion to close Public Hearing.

Commissioner Christopher moved and Commissioner Petella seconded the motion.

The results of the roll call vote were:

Ayes: 4 Commissioners Morris, Petella, Christopher, and acting Chairman Tucek.

Nays: 0

Abstain: 0

Absent: 3 Commissioners Meneghini, Battisto, and Chairman Parisi

The motion was passed by unanimous vote.

**PRESENTATION:**

**20-0016 – Geneva Crossing Carol Stream LLC-560 S. Schmale Road**

Acting Commissioner Tucek Swore in Audrey Gamble and Andrew Annes from Geneva Crossings, LLC.

Ms. Gamble stated that Geneva Crossings is a developed property and is seeking to subdivide into two parcels, parcel A will be 2.981 acres, and parcel B will be 2.76 acres. She stated that the submitted draft declaration allows for cross access, shared parking, and maintenance as long as Geneva Crossing LLC owns lot B. She stated that if lot B is sold, it will go to lot a.

Acting Chairman Tucek asked for questions from the audience. There were none.

Acting Chairman Tucek asked for the Staff Report.

Mr. Farace stated that the applicant is seeking approval of a plat of resubdivision, with the central lot being lot B. He stated Dominick's and the parking lot will be divided into two lots, and that it will still function as it is already functioning.

Mr. Farace stated that Staff recommends approval.

Acting Chairman Tucek asked for questions from the Commission. Commissioner Petella and Acting Chairman Tucek had none.

Chairman Morris stated that 24 Hour Fitness has gone out of Business and asked if it is one or two lots.

Mr. Annes stated that both lots can be sold as one unit.

Commissioner Christopher asked if the entire shopping center is located in Carol Stream and if there were any other towns to deal with.

Mr. Farace stated that the entire lot is in Carol Stream.

Acting Chairman Tucek asked for a motion to recommend approval of Case 20-0016. Commissioner Christopher moved and Commissioner Petella seconded the motion.

The results of the roll call vote were:

Ayes: 4 Commissioners Morris, Petella, Christopher, and acting Chairman Tucek.

Nays: 0

Abstain: 0

Absent: 3 Commissioners Meneghini, Battisto, and Chairman Parisi

The motion was passed by unanimous vote.

This case will go before the Village Board of Trustees on Monday, July 6, 2020, at 7:30 PM for formal approval.

**NEW BUSINESS:**

**Annual Progress Report – Comprehensive Plan Implementation**

Mr. Andrew Kieffer gave a presentation outlining the progress of the Village's Comprehensive Plan.

Acting Chairman Tucek asked for questions from the Commission. Commissioners Petella and Morris had none.

Acting Chairman Tucek asked about the percentage of the LED bulb implementation.

Mr. Kieffer stated that 300 bulbs have been replaced.

Mr. Farace stated that he could check with Public Works about the percentages.

Acting Commissioner Tucek asked when the Gary Avenue bike path will be finished and how it will transverse North Avenue, and if it was a County or a Village project.

Mr. Farace stated that it is a joint project but that Community Development is not involved. He stated that he would find out, but it could be done this year.

Commissioner Christopher expressed concerns about inspections and people working on weekends without permits or inspections.

The Commission accepted the report as informational.

**Cancellation of July 13, 2020 Plan Commission Meeting**

Acting Chairman Tucek asked for a motion to cancel the Plan Commission meeting scheduled for July 13, 2020. Commissioner Petella moved and Commissioner Christopher seconded the motion.

The results of the roll call vote were:

Ayes: 4 Commissioners Morris, Petella, Christopher, and acting Chairman Tucek.

Nays: 0

Abstain: 0

Absent: 3 Commissioners Meneghini, Battisto, and Chairman Parisi

The motion was passed by unanimous vote.

**OLD BUSINESS:**

**OTHER BUSINESS:**

**ADJOURNMENT:**

At 7:41pm Commissioner Petella moved and Commissioner Morris seconded the motion to adjourn the meeting.

The results of the roll call vote were:

Ayes: 4 Commissioners Morris, Petella, Christopher, and acting Chairman Tucek.

Nays: 0

Abstain: 0

Absent: 3 Commissioners Meneghini, Battisto, and Chairman Parisi

The motion was passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

\_\_\_\_\_  
Jane Lentino  
Community Development Secretary

Minutes approved by Plan Commission on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chairman

**PROCLAMATION**

**PROCLAIMING PRIDE MONTH**

**WHEREAS**, our nation was founded by a set of principles that every person has been created equal, that each has rights to their life, liberty and pursuit of happiness and that each shall be accorded the full recognition and protection of law; and

**WHEREAS**, the Village of Carol Stream Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex, and Asexual (LGBTQIA) residents are a vital part of all fields and professions and contribute to a stronger community; and

**WHEREAS**, Carol Stream is dedicated to fostering acceptance of all its citizens and preventing discrimination and bullying based on sexual orientation and gender identity; and

**WHEREAS**, Carol Stream is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, gender and sexual identities of its residents; all of which contribute to the vibrant character of our Village; and

**WHEREAS**, the month of June is traditionally recognized as Pride Month to commemorate the Stonewall Riots of June 1969; and

**WHEREAS**, the Centers for Disease Control (CDC) recognizes that LGBTQIA teens are at higher risk to be the victims of violence and have increased suicide rates; and

**WHEREAS**, it is imperative that people in our community, regardless of sexual orientation or gender identity, feel valued, safe, empowered, and supported by their peers, educators, and community leaders.

**NOW, THEREFORE, BE IT PROCLAIMED** THAT I, MAYOR FRANK SAVERINO AND THE CAROL STREAM VILLAGE BOARD OF TRUSTEES, DuPage County, Illinois, in the exercise of its home rule powers do hereby proclaim the month of June, 2020 as Pride month in Carol Stream and urge citizens to recognize the contributions made by members of the LGBTQIA community and to actively promote the principles of equality and liberty in the Village.

**PROCLAIMED THIS 6<sup>TH</sup> DAY OF JULY, 2020.**

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Frank Saverino Sr., Mayor

**PROCLAMATION**

**GRADUATE RECOGNITION DAY**

**WHEREAS**, the 2019-2020 academic year and commencement ceremonies have been suspended due to the global coronavirus pandemic; and

**WHEREAS**, families, friends, neighbors and educators should encourage everyone to focus on the abilities of all young people, and honor their hard work; and

**WHEREAS**, graduating students have contributed greatly to our community; and

**WHEREAS**, the most efficient way to bring awareness to the value of education and to honor graduating students is through everyone's active participation in community activities and to the openness to learn and acknowledge each individual's abilities, talents, and contributions and the importance of education; and

**WHEREAS**, during this generational challenge, our students represent a bright future and will continue along the path of service and leadership in our community and nation; and

**WHEREAS**, we encourage all citizens to support opportunities for the graduates in our community to include military service, higher education, trades, housing, employment, and recreational activities.

**NOW, THEREFORE, BE IT PROCLAIMED** THAT I, MAYOR FRANK SAVERINO AND THE CAROL STREAM VILLAGE BOARD OF TRUSTEES, DuPage County, Illinois in the exercise of its home rule powers do hereby recognize the high achievement of graduating students of the Class of 2020 and on behalf of the Village of Carol Stream offer our heartfelt congratulations.

PROCLAIMED THIS 6<sup>th</sup> DAY OF JULY, 2020.

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Frank Saverino, Sr., Mayor



*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Robert Mellor, Village Manager

**FROM:** Tom Farace, Planning & Economic Development Manager *TF*

**THROUGH:** Donald T. Bastian, Community Development Director *DB*

**DATE:** June 25, 2020

**RE:** **Agenda Item for the Village Board Meeting of July 6, 2020**  
**PC/ZBA Case 20-0016, Geneva Crossing Carol Stream IL, LLC – 560 S. Schmale Road, Plat of Resubdivision**

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Mr. Kumar Bhavanasi requests approval of a Plat of Resubdivision at the Geneva Crossing Shopping Center. In March 2016, the owner of the shopping center received approval to subdivide the property into four lots. Lots have been sold over the past few years, and Mr. Bhavanasi purchased Lot 2 of the existing subdivision in 2018. Lot 2 is 250,457 square feet in area (5.750 acres) and contains the portion of Geneva Crossing that houses the former Dominick's tenant space, and parking east of the Dominick's space. Both the existing building space and property/parking lot on Lot 2 will be subdivided into two lots of approximately 2.981 acres and 2.769 acres each. A draft Declaration of Easements, Covenants, Conditions, and Restrictions, which reinforces easements for maintenance, cross access, and shared parking previously established in declarations recorded with the original subdivision in 2016, has also been submitted.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on June 19, 2020. At its meeting on June 22, 2020, the PC/ZBA recommended approval of the Plat of Resubdivision by a vote of 4-0. If the Village Board concurs with the PC/ZBA recommendation, they should approve the Plat of Resubdivision, and adopt the necessary Resolution.

ec: Audrey Gamble, SATC Law (via email)

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: June 03, 2020

RE: Recommendation to Award a Contract for Purchase and Delivery of LED Street Light Fixtures – City Electric Supply

The current budget contains \$50,000 for the purchase of LED street light fixtures to be installed by in-house crews to replace existing, less energy-efficient fixtures.

Two bids were received and opened on June 29, 2020. Bid results are as follows:

<u>CONTRACTOR</u>	<u>AMOUNT</u>
City Electric Supply	\$46,365.22
Eco Lighting Services	\$57,072.00

City Electric Supply was the successful bidder in the two prior years and staff has been satisfied with their performance each year. This bidder failed to indicate on the Bid Form the number of days for guaranteed delivery of the fixtures. In staff's opinion this does not render the bid non-responsive since it is minor in nature. However, I spoke with the bidder following the bid opening and he stated guaranteed delivery would be forty-nine (49) days (same as the other bidder).

Staff has worked with representatives of ComEd's Energy Efficiency Program and received notice that the Village qualifies for a rebate in the amount of \$25,197.20, bringing the net cost of the 356 new fixtures down to \$21,168.02.

Staff recommends that the Mayor and Board of Trustees approve a Motion awarding a contract to City Electric Supply for the purchase of three-hundred fifty-six (356) LED street light fixtures in the amount of \$46,365.22

Attachments

**BID FORM (page 1 of 1)**

The Vendor in submitting this bid hereby agrees to comply with all specifications and contract documents attached hereto and at the price bid below:

Item Description	Quantity	Unit Cost	Total
New LED luminaire <b>Autobahn Series ATBX P70 F Mvolt R2 3K</b> <b>Paint: Gray</b> <b>Surge Prot.: Acuity SPD-10kV/5kA (standard)</b> <b>Controls: 3-PIN NEMA photocontrol receptable</b> <b>Package: Standard</b>	26	\$ <u>145.97</u>	\$ <u>3795.22</u>
New LED luminaire <b>Autobahn Series ATBX P50 MVolt R2 3K</b> <b>Paint: Gray</b> <b>Surge Prot.: Acuity SPD-10kV/5kA (standard)</b> <b>Controls: 3-PIN NEMA photocontrol receptable</b> <b>Package: Standard</b>	330	\$ <u>129.00</u>	\$ <u>42570.00</u>
GRAND TOTAL:			\$ <u>46365.22</u>

Guaranteed Delivery - # of days following notice of award: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**REFERENCES**

**MUST BE COMPLETED AND RETURNED WITH BID FORM**

The bidder shall list two (2) references, including at least one (1) municipality for which the bidder has supplied services in the last twelve (12) months that are similar to the specifications contained herein. References may only be provided for work performed by the firm submitting the bid.

**THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY. NO OTHER REFERENCE FORM WILL BE ACCEPTED. BIDDER MAY NOT PROVIDE A SEPARATE REFERENCE SHEET.**

Municipality Name Village of Gurnee  
Municipality Address 325 N O'Plaine Rd Gurnee IL 60031  
Contact Name and Phone Dave Zirbel 847-599-6800  
Work Performed Supplizd Street Lighting  
Beginning and Ending dates of work (month and year): 01/18 - Current

Municipality Name Village of Volo  
Municipality Address 500 Fish Lake Rd Volo IL 60073  
Contact Name and Phone Jonathan Meyer 847-240-6982  
Work Performed Supplizd Street Lighting  
Beginning and Ending dates of work (month and year): 01/18 - Current

**VILLAGE OF CAROL STREAM  
GOVERNMENTAL CONTRACT COMPLIANCE CERTIFICATIONS**

I, Chris Maciak (name), certify that I am employed as the District Manager (title) of City Electric Supply (company), a party to the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. Certification under 720 ILCS 5/33E-11

The Company is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

2. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

3. Non-Discrimination: EEOC

The Company is an “equal opportunity employer” as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

4. Human Rights Act

The Company shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Company shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service.

5. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company's/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Village on request.

6. Compliance with Freedom of Information Act (FOIA)

The Company acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The undersigned agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract.

City Electric Supply  
Firm Name

By: Chris Maciak, District Manager  
Name/Title

[Signature]  
Signature

SUBSCRIBED AND SWORN to before  
me this 23<sup>rd</sup> day June, 2020

[Signature]  
Notary Public



**C****CITY**

C.E.S. (Gurnee)  
 1519 St Paul Ave, Gurnee, IL,  
 60031.

**\*\*\*\*\*COPY\*\*\*\*\* QUOTATION****E****ELECTRIC****GUR/027847****S****SUPPLY CO.**

Phone: 847-693-3600  
 Fax: 847-693-3605  
 Email: Gurnee0275@cityelectricssupply.com

Valid From: 16 Jun 2020  
 Valid Until: 16 Jul 2020

Page 1/2

VILLAGE OF CAROL STREAM  
 ATTN: PUBLIC WORKS DEPT  
 124 GERZEYSKE LANE  
 CAROL STREAM, IL  
 60188  
 Phone: (630) 871 6260

Delivery Details:  
 VILLAGE OF CAROL STREAM  
 ATTN: PUBLIC WORKS  
 124 GERZEYSKI LANE  
 CAROL STREAM IL

Entered by: Tom Wonsil  
 Sales Rep: Tom Wonsil

Account No.: 02750459001  
 Order Number: 2020 LED LIGHT

~~60188~~

POLE HEADS

Qty	Item	Description	\$ Price Per	\$ Goods
1	TYPE A	TYPE A		
26	ATBXP70MVOLT	HOLOPHANE ATBX P70 MVOLT R2	145.97 1	3795.22
1	3K	3K		
1	AUTOBAHN	AUTOBAHN LED ROADWAY (ATBX)		
1	7000 LUMENS	7000 LUMENS MULTI-VOLT (120-277V)		
1	ROADWAY	ROADWAY TYPE II 3000K		
1	TYPE B	TYPE B		
330	ATBXP50MVOLT	HOLOPHANE ATBX P50 MVOLT R2	129.00 1	42570.00
1	3K	3K		
1	AUTOBAHN	AUTOBAHN LED ROADWAY (ATBX)		
1	4800 LUMENS	4800 LUMENS MULTI-VOLT (120-277V)		
1	ROADWAY	ROADWAY TYPE II 3000K		

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

Tom Wonsil

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.

Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer's return goods policy.

E&OE

**C****CITY****E****ELECTRIC****S****SUPPLY CO.**

C.E.S. (Gurnee)  
 1519 St Paul Ave, Gurnee, IL,  
 60031.

**\*\*\*\*\*COPY\*\*\*\*\* QUOTATION****GUR/027847**

Phone: 847-693-3600  
 Fax: 847-693-3605  
 Email: Gurnee0275@cityelectricsupply.com

Valid From: 16 Jun 2020  
 Valid Until: 16 Jul 2020

Page 2/2

VILLAGE OF CAROL STREAM  
 ATTN: PUBLIC WORKS DEPT  
 124 GERZEYSKE LANE  
 CAROL STREAM, IL  
 60188  
 Phone: (630) 871 6260

Delivery Details:  
 VILLAGE OF CAROL STREAM  
 ATTN: PUBLIC WORKS  
 124 GERZEYSKI LANE  
 CAROL STREAM IL  
 60188

Entered by: Tom Wonsil  
 Sales Rep: Tom Wonsil

Account No.: 02750459001  
 Order Number: 2020 LED LIGHT

POLE HEADS

Qty	Item	Description	\$ Price Per	\$ Goods
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Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

(QUOTE ONLY. NOT A RECEIPT) Goods Total: \$46365.22  
 Tax Total: \$0.00  
 Total: \$46365.22

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.


Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer's return goods policy.

E&amp;OE



*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager  
FROM: Adam Frederick, Assistant Village Engineer   
DATE: June 30, 2020  
RE: Commercial/Industrial Parking Restrictions

A representative of the business at 258 Westgate Drive contacted the Engineering Department to complain about parked vehicles on the opposite side of the road from their truck dock driveway making it difficult for trucks to back up to and depart from the truck docks. Engineering and Police staff investigated the complaint and observed vehicles parked across from truck dock driveways along Tubeway Drive and Westgate Drive along with the complaining business placing cones in the roadway adjacent to the curb to deter parking across from their truck docks.

Staff evaluated the type of trucks typically backing up these types of driveways to truck docks and a majority of the time they are single vehicle box trucks. For straight box trucks, 20' outside of the driveway pavement will suffice for the required clear space as well as provide ample on-street parking for adjacent businesses that lack adequate off-street parking.

Due to the ongoing complaints of vehicles parking on Westgate Drive and Tubeway Drive and rather than bringing every truck dock driveway parking conflict to the Village Board for code changes on a complaint basis, staff recommends a generic change to the code so they can be handled more quickly without Village Board action. However, in the event that larger semi-tractor trailer trucks are accessing a driveway, village ordinance modifications may still be required to provide adequate space for turning movements.

Staff therefore recommends the following additions to Chapter 8: Traffic Code, Article 6: Parking Schedules, Schedule I. Parking Prohibited; Signs Required;

<u>Street</u>	<u>Location</u>
Commercial/Industrial Streets	Within 20' of a truck dock driveway on the opposite side of the road where signs are posted

Cc: Bill Cleveland, Director of Engineering Services  
Stephen Schmidt, Interim Police Chief  
Phil Modaff, Director of Public Works  
Don Bastian, Director of Community Development  
Brian Cluever, Traffic Sergeant

**ORDINANCE NO. 2020-07-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 8, ARTICLE 6 OF THE  
CAROL STREAM TRAFFIC CODE – PARKING SCHEDULES**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, that Chapter 8, Article 6, of the Traffic Code as amended, be amended as follows:

SECTION 1: That Chapter 8, Article 6-Parking Schedules, Schedule I-Parking Prohibited; Signs Required of the Traffic Code be amended to add the following:

**SCHEDULE I. PARKING PROHIBITED; SIGNS REQUIRED**

<u>Street</u>	<u>Location</u>
Commercial/Industrial Streets	Within 20' of a truck dock driveway on the opposite side of the road where signs are posted

SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, and the posting of the required signs in keeping with this Ordinance.

PASSED AND APPROVED THIS 6<sup>th</sup> DAY OF JULY, 2020.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

Subscribed and sworn to before me this  
6<sup>th</sup> day of July, 2020

\_\_\_\_\_  
Notary Public



20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

DD: 312-984-6417  
jarhodes@ktjlaw.com

**MEMORANDUM**

**TO: Mayor and Board of Trustees  
Robert Mellor, Village Manager**

**FROM: James A. Rhodes, Village Attorney**

**DATE: July 1, 2020**

**RE: AN ORDINANCE AMENDING THE VILLAGE CODE OF ORDINANCES  
PROVIDING FOR THE APPOINTMENT OF DEPUTY CLERK**

**RESOLUTION DECLARING A VACANCY IN THE OFFICE OF VILLAGE  
CLERK**

With the resignation of Laura Czarnecki as Village Clerk there is a need to ensure the orderly and efficient operation of the Village Clerk's office during the interim period of time prior to the appointment of a replacement Village Clerk. Currently, there is no one who has the authority to act in the absence of the Village Clerk to attest to signatures on ordinances, resolutions and other official Village documents or to seal or certify official documents of the Village.

The attached ordinance creates the position of Deputy Clerk who will be appointed by the Mayor, with the advice and consent of the Village Board. The Deputy Clerk will be authorized to perform the duties of Clerk in the Clerk's absence, incapacitation or when a vacancy in the position occurs.

Also attached is a resolution declaring a vacancy in the office of Village Clerk and authorizing the Deputy Clerk to fulfill the duties of Village Clerk until a replacement is appointed.

I recommend approval of the attached ordinance and resolution.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE VILLAGE CODE OF ORDINANCES TO PROVIDE FOR THE APPOINTMENT OF DEPUTY CLERK**

**WHEREAS**, the Village of Carol Stream (“Village”) is a home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

**WHEREAS**, the Village Clerk has recently resigned from office; and

**WHEREAS**, the Mayor and Board of Trustees wish to ensure the orderly and efficient operation of the Village Clerk’s office during the interim period of time prior to the appointment of a replacement Village Clerk and during times that the Village Clerk is unable to perform the duties of Village Clerk as provided herein; and

**WHEREAS**, the Mayor and Board of Trustees find it to be in the best interests of the Village to establish the position of Deputy Village Clerk;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:**

**SECTION 1:** The Village Code of Ordinances, Chapter 1, “Government Organization”, Article 6, “Village Clerk”, is hereby amended by adding Section 1-6-23, which shall read as follows:

**§ 1-6-23 Deputy Clerk.**

(a) The Mayor may appoint a Deputy Clerk, with the advice and consent of the Board of Trustees. The Deputy Clerk shall not be required to be a qualified elector of the Village. The Deputy Clerk may affix the seal of the Village Clerk wherever required and attest to all ordinances, resolutions, licenses, permits or other documents, which the Village Clerk is authorized to attest.

(b) The duties of the Village Clerk shall be exercised by the Deputy Clerk in the absence of the Village Clerk from the place where the Village Clerk's office is maintained, and only when either written direction has been given by the Village Clerk to the Deputy Clerk to exercise such duties or when the corporate authorities have determined by resolution that the Village Clerk is temporarily or permanently incapacitated to perform that function or that a vacancy exists in the office of Village Clerk. When a Deputy's signature is duly authorized as provided in this section and is affixed by the Deputy Clerk in the manner prescribed in this section on any document (including but not limited to ordinances, resolutions, licenses, permits, contracts, bonds, or other documents of the Village), the document shall have the same effect as if the document had been signed by the Village Clerk in person.

**SECTION 2:** Those sections, paragraphs and provisions of Chapters 1 of the Village Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Village Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

**SECTION 3:** The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS 6<sup>th</sup> DAY OF JULY, 2020.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr., Mayor

Attest:

Subscribed and sworn to before me this  
6th day of July, 2020

---

Notary Public

SEAL

VILLAGE SEAL

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DELCARING A VACANCY IN THE OFFICE OF  
VILLAGE CLERK**

**WHEREAS**, Mayor and Board of Trustees of the Village of Carol Stream have amended Carol Stream Code of Ordinances, Chapter 1, “Government Organization”, Chapter 6, “Village Clerk”, to add Section 1-6-23 establishing the position of Deputy Village Clerk; and

**WHEREAS**, the Village Clerk has recently resigned from office; and

**WHEREAS**, Section 1-6-23 of the Carol Stream Code of Ordinances provides that the Deputy Village Clerk shall fulfill the duties of the Village Clerk upon the passage of a resolution by the Mayor and Board of Trustees finding that a vacancy in the office of Village Clerk exists.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Carol Stream, DuPage, Illinois, as follows:

**SECTION 1:** Mayor and Board of Trustees hereby find that there is a vacancy in the office of Village Clerk and there is a need for the Deputy Village Clerk to fulfill the duties of the Village Clerk during such vacancy and until a replacement Village Clerk is appointed.

**SECTION 2:** The Deputy Village Clerk is hereby authorized to affix the official seal of the Village to this resolution and all ordinances and resolutions adopted on this 6<sup>th</sup> day of July, 2020.

**ADOPTED** this 6th day of July, 2020, pursuant to a role call vote of the Corporate Authorities of the Village of Carol Stream as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** this 6th day of July, 2020 by the Mayor of the Village of Carol  
Stream.

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

Subscribed and sworn to before me this  
6<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Notary Public

SEAL

VILLAGE SEAL

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING A PLAT OF RESUBDIVISION  
(GENEVA CROSSING CAROL STREAM IL, LLC/WEST GENEVA ROAD  
RESUBDIVISION, 560 S. SCHMALE ROAD)  
PIN#05-04-304-076**

**WHEREAS**, Mr. Kumar Bhavanasi, hereinafter referred to as the Petitioner, has requested approval of a Plat of Resubdivision to create two lots of approximately 2.981 acres and 2.769 acres at 560 S. Schmale Road, in accordance with Section 7-2-6 of the Carol Stream Subdivision Code; and

**WHEREAS**, the Plan Commission/Zoning Board of Appeals (the “Combined Board”) of the Village of Carol Stream, at their meeting on June 22, 2020, considered the Plat of Resubdivision and has found it to be in conformance with the Zoning Code, the Subdivision Code, and other Codes of the municipality relating to the particular property herein proposed to be subdivided; and

**WHEREAS**, the Combined Board made its recommendation to the Corporate Authorities regarding the approval of this plat.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:**

**SECTION 1:** Approval is hereby given to the Plat of Resubdivision, such document being attached to and made a part of this Resolution as Exhibit “A”, drawn by Compass Surveying Ltd., 2631 Ginger Woods Parkway, Suite 100, Aurora, Illinois, 60502.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.



PASSED AND APPROVED THIS 6<sup>th</sup> DAY OF JULY, 2020.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr. Mayor

ATTEST:

Subscribed and sworn to before me this  
6<sup>th</sup> day of July, 2020.

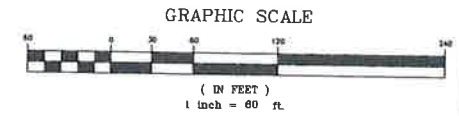
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Notary Public

# PRELIMINARY/FINAL SUBDIVISION PLAT WEST GENEVA ROAD RESUBDIVISION

BEING A RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

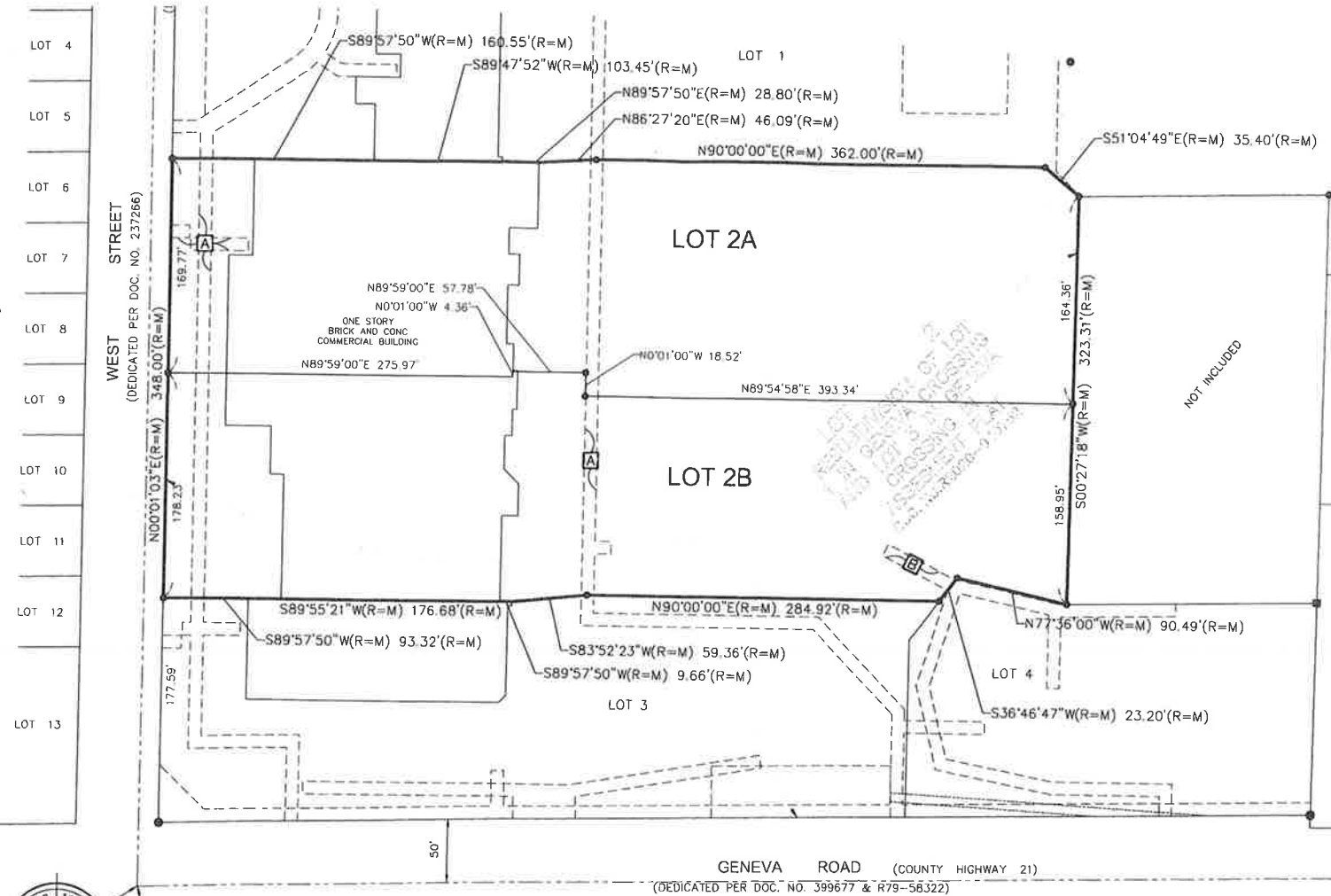
RECEIVED  
JUN 12 2020  
COMMUNITY DEVELOPMENT  
DEPT



P.I.N. 05-04-304-076

GARY AVENUE GARDENS  
DOCUMENT NUMBER 237266

Block 17



SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 4-39-10 FOUND HARRISON MONUMENT (HELD)

PIN NO.: 05-04-304-076  
ADDRESS: 560 S. Schmale Road  
Carol Stream, Illinois 60188  
TAXING DISTRICTS:  
Unit School District 200  
Carol Stream Fire  
Carol Stream Park  
Village of Carol Stream  
Village Carol Stream Library  
College of DuPage 502  
Forest Preserve District  
Milton Township Road  
Milton Township  
Wheaton Mosq District  
DuPage Airport authority

AREA SUMMARY	
LOT 2A	129,849 SQUARE FEET OR 2.981 ACRES
LOT 2B	120,608 SQUARE FEET OR 2.769 ACRES
<b>NET AREA</b>	<b>250,457 SQUARE FEET OR 5.750 ACRES (TO HEAVY LINES)</b> (BASED ON MEASURED VALUES)

EASEMENT TABLE	
<b>A</b>	UTILITY EASEMENT PER DOCUMENT NUMBER R97-59651
<b>B</b>	STORMWATER CONVEYANCE AND STORMWATER MANAGEMENT PER DOCUMENT NUMBER R97-59651

- ABBREVIATIONS**
- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
  - (R) = RECORD BEARING OR DISTANCE
  - (M) = MEASURED BEARING OR DISTANCE
  - (C) = CALCULATED BEARING OR DISTANCE
  - (D) = DEED BEARING OR DISTANCE
  - A = ARC LENGTH
  - R = RADIUS
  - CH = CHORD
  - CB = CHORD BEARING
  - B.S.L. = BUILDING SETBACK LINE
  - U.E. = UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - P.O.C. = POINT OF COMMENCEMENT
  - P.O.B. = POINT OF BEGINNING
  - P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

- LINE LEGEND**
- LIMITS OF LAND PER LEGAL DESCRIPTION
  - ADJACENT LAND PARCEL LINE
  - - - EASEMENT LINE
  - CENTERLINE
  - - - BUILDING SETBACK LINE
  - - - SECTION LINE
- LEGEND**
- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED (HELD LOCATION)
  - SET CONCRETE MONUMENT
  - + CROSS IN CONCRETE

**NOTE:**  
THIS PLAT IS SUBJECT TO THE PROVISIONS CONTAINED IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (GENEVA CROSSING RESUBDIVISION) RECORDED APRIL 28, 2016 AS DOCUMENT NO. R2016-040752, EXHIBIT C.

## EXHIBIT A

**SEND TAX BILL TO:**  
GENEVA CROSSING CAROL STREAM IL, LLC  
477 ELM PLACE  
HIGHLAND PARK, IL 60035

**SUBMITTED BY AND RETURN TO:**  
THE VILLAGE OF CAROL STREAM  
500 N. GARY AVENUE  
CAROL STREAM, IL 60188-1899

DATE	BY	REVISIONS
6-10-20	BT	REVISED PER VALUAGE REVIEW

DATE	PC	DR	BY	BT	CHKD	DF
1-31-2020						

PROJECT: WEST GENEVA ROAD RESUBDIVISION  
SCALE: 1" = 80'  
CLIENT / OWNER: GENEVA CROSSING CAROL STREAM IL, LLC  
DRAWN BY: [Blank]  
CHECKED BY: [Blank]  
DATE: [Blank]

**COMPASS SURVEYING LTD**  
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING  
3631 GINGER WOODS PARKWAY, STE. 100  
AURORA, IL 60502  
PHONE: (630) 998-1100 FAX: (630) 998-1001 EMAIL: ADMIN@COMPASSSURVEYING.COM

SCALE: 1" = 80'  
**1 OF 2**  
PROJ NO: 200018

# PRELIMINARY/FINAL SUBDIVISION PLAT WEST GENEVA ROAD RESUBDIVISION

BEING A RESUBDIVISION OF PART OF THE SOUTHWEST  
QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY,  
ILLINOIS.

RECEIVED  
JUN 12 2020  
COMMUNITY DEVELOPMENT  
DEPT

**OWNER'S CERTIFICATE**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

THIS IS TO CERTIFY THAT GENEVA CROSSING CAROL STREAM II, LLC, A LIMITED LIABILITY COMPANY IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREOF, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

WE, THE UNDERSIGNED, AS OWNERS OF THE AFORESAID PROPERTY, CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF COMMUNITY UNIT SCHOOL DISTRICT 200 AND COLLEGE OF DUPAGE DISTRICT 502 IN DUPAGE COUNTY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020

BY: \_\_\_\_\_  
ITS \_\_\_\_\_

ATTEST: \_\_\_\_\_  
ITS \_\_\_\_\_

**NOTARY CERTIFICATE**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ (PRINT NAME), \_\_\_\_\_ (TITLE),

AND \_\_\_\_\_ (PRINT NAME), \_\_\_\_\_ (TITLE), OF SAID LIMITED LIABILITY COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH \_\_\_\_\_ AND \_\_\_\_\_ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020.

NOTARY PUBLIC SIGNATURE \_\_\_\_\_

(PRINT NAME) \_\_\_\_\_

**PLAN COMMISSION CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DU PAGE ) SS

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020  
VILLAGE OF CAROL STREAM PLAN COMMISSION

BY: \_\_\_\_\_  
CHAIRPERSON

**WHEATON SANITARY DISTRICT CERTIFICATION**

STATE OF ILLINOIS )  
COUNTY OF DU PAGE ) SS

I, \_\_\_\_\_, COLLECTOR OF THE WHEATON SANITARY DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020

WHEATON SANITARY DISTRICT \_\_\_\_\_

**FINANCE DIRECTOR CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DU PAGE ) SS

I, \_\_\_\_\_, FINANCE DIRECTOR OF CAROL STREAM, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT. DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020.

FINANCE DIRECTOR \_\_\_\_\_

**VILLAGE CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DU PAGE ) SS

I, \_\_\_\_\_, VILLAGE CLERK OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE RESUBDIVISION PLAT WAS PRESENTED TO AND BY RESOLUTION \_\_\_\_\_ DULY APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE AT ITS MEETING HELD ON \_\_\_\_\_ 2020. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE VILLAGE OF CAROL STREAM, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020.

MAYOR \_\_\_\_\_

VILLAGE CLERK \_\_\_\_\_

**DU PAGE COUNTY CLERK'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DU PAGE ) SS

I, \_\_\_\_\_, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020.

COUNTY CLERK \_\_\_\_\_

**VILLAGE ENGINEER CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DU PAGE ) SS

I, \_\_\_\_\_, VILLAGE ENGINEER OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF. I DO FURTHER CERTIFY THAT THERE HAS BEEN FILED WITH ME AND I HAVE REVIEWED TOPOGRAPHICAL AND PROFILE STUDIES FILED WITH THIS SUBDIVISION PLAT. DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020.

VILLAGE ENGINEER \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

I, DAVID P. FILIPSKI, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3352, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

LOT 2 IN THE RESUBDIVISION OF LOT 1 IN GENEVA CROSSING AND LOT 3 IN GENEVA CROSSING ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED APRIL 28, 2016 AS DOCUMENT R2016-040752, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. ALL REGULATIONS ENACTED BY THE VILLAGE OF CAROL STREAM RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT. THIS SUBDIVISION IS WITHIN THE VILLAGE OF CAROL STREAM WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED, AND THIS SITE FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170202 0502 H, MAP NUMBER 1704300502H HAVING AN EFFECTIVE DATE OF DECEMBER 16, 2004.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

COMPASS SURVEYING LTD  
PROFESSIONAL DESIGN FIRM  
LAND SURVEYOR CORPORATION NO. 184-002778  
LICENSE EXPIRES 4/30/2021

BY: \_\_\_\_\_  
DAVID P. FILIPSKI  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3352  
LICENSE EXPIRES 11/30/2020

**SURVEYOR'S AUTHORIZATION TO RECORD**

I HEREBY DESIGNATE THE VILLAGE OF CAROL STREAM, AND/OR REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, AT AURORA, KANE COUNTY, ILLINOIS.

COMPASS SURVEYING LTD  
PROFESSIONAL DESIGN FIRM  
LAND SURVEYOR CORPORATION NO. 184-002778  
LICENSE EXPIRES 4/30/2021

BY: \_\_\_\_\_  
DAVID P. FILIPSKI  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3352  
LICENSE EXPIRES 11/30/2020

DATE: 11-31-2020	PC	DRAWN BY: BT	CHECKED BY: DF	BOOK: 451 PG: 27	DATE: 8-10-20	BY: BT
REVISIONS						
REVISED PER VILLAGE REVIEW						
PROJECT: WEST GENEVA ROAD RESUBDIVISION						
CLIENT: GENEVA CROSSING CAROL STREAM II, LLC						
<b>COMPASS SURVEYING LTD</b> ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING 2031 GINGHER WOODS PARKWAY, STE. 100 AURORA, IL 60504 PHONE: (630) 240-0000 FAX: (630) 240-0001 EMAIL: ADMIN@COMPASSSURVEYING.COM						
SCALE: NA						
2 OF 2						
J:\PROJECTS\2020 PROJECTS\20 0018\20 0018 SUBPLAT.DWG PROJ NO. 20 0018						

# *Village of Carol Stream*

## Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Adam Frederick, Assistant Village Engineer

DATE: June 29, 2020

RE: Resolution for Maintenance of Streets and Highways by Municipality  
Under the Illinois Highway Code - 2020 Crackfill Project

Attached in IDOT format is the referenced resolution for the 2020 Crackfill Project and Municipal Estimate of Maintenance Costs in the amount of \$81,400.00. This project is funded with Motor Fuel Tax dollars and therefore needs to be approved by the Illinois Department of Transportation prior to award of contract.

The cost estimate and budget for this project is \$81,400.00.

Once four copies of the attached documents are executed, the Engineering Services Department will be forwarded the documents to the Illinois Department of Transportation Bureau of Local Roads for approval.

Attachments:

4 Copies BLR14220

1 Copy BLR 14222

CC: William N. Cleveland, Director of Engineering Services  
Jon Batek, Finance Director  
Sherry Craig, Clerk's Office Secretary



Resolution for Maintenance Under the Illinois Highway Code

Resolution Number [ ] Resolution Type Supplemental Section Number 20-00000-03-GM

BE IT RESOLVED, by the Board of the Village of Carol Stream Illinois that there is hereby appropriated the sum of Eighty One Thousand Four Hundred Dollars (\$81,400.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/20 to 04/30/21

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Carol Stream shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Sherry Craig Village Clerk in and for said Village of Carol Stream in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Carol Stream at a meeting held on 07/06/20

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of July, 2020

(SEAL)

Clerk Signature [ ]

APPROVED

Regional Engineer Department of Transportation Date [ ]


**Estimate of Maintenance Costs**

 Submittal Type **Original**

Local Public Agency	County	Section Number	Beginning	Ending
Carol Stream	DuPage	20-00000-03-GM	05/01/20	04/30/21

**Maintenance Items**

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Fiberized Crackfill	IIB		Fiber Asphalt	LB	52,000	\$1.35	\$70,200.00	\$70,200.00
(Fiberized)			Fine Aggregate (FA-1)	TON	20	\$60.00	\$1,200.00	\$1,200.00
20-00000-03-GM			Traffic Control and Prot.	LS	1	\$10,000.00	\$10,000.00	\$10,000.00
<b>Total Operation Cost</b>								<b>\$81,400.00</b>

**Estimate of Maintenance Costs Summary**
**Maintenance**

- Local Public Agency Labor
- Local Public Agency Equipment
- Materials/Contracts(Non Bid Items)
- Materials/Deliver & Install/Request for Quotations (Bid Items)
- Formal Contract (Bid Items)

MFT Funds	Other Funds	Estimated Costs
<b>Maintenance Total</b>		


**Estimated Maintenance Eng Costs Summary**
**Maintenance Engineering**

- Preliminary Engineering
- Engineering Inspection
- Material Testing
- Advertising
- Bridge Inspection Engineering

MFT Funds	Other Funds	Total Est Costs
<b>Maintenance Engineering Total</b>		
<b>Total Estimated Maintenance</b>		

Remarks

**SUBMITTED**

Local Public Agency Official	Date
	6-29-2020

Title	County Engineer/Superintendent of Highways	Date
Assistant Village Engineer		

**APPROVED**

Regional Engineer Department of Transportation	Date



20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444 T 708 349 38

AGENDA ITEM  
5-4 7/6/20

DD: 312-984-6417  
jarhodes@ktjlaw.com

**MEMORANDUM**

**TO: Robert Mellor, Village Manager  
Mayor and Board of Trustees**

**FROM: James A. Rhodes, Village Attorney**

**DATE: June 10, 2020**

**RE: Comcast Franchise Agreement**

Attached is the proposed renewal Cable Television Franchise Agreement between the Village of Carol Stream and Comcast of Illinois VIII, LCC. This Franchise Agreement extends the grant of cable television franchise to Comcast for an initial period of five years until 2025 with one automatic extension of five years, unless either party gives written notice of intent not to renew. The agreement contains the following provisions:

1. All defined terms are consistent with the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq. (The Cable Act).
2. The Agreement specifically acknowledges the Village’s right to control its rights-of-way and requires Comcast to fully comply with Chapter 12, Article 5 of the Village’s Code of Ordinances, “Construction of Utility Facilities in the Rights of Way”, as may be amended from time to time.
3. Comcast will provide cable services throughout the Village and is required to extend the cable system into new areas at 30 dwelling units per mile.
4. Comcast will continue to pay to the Village a franchise fee in an amount equal to five percent (5%) of annual gross revenues received from the operation of the cable system to provide cable service in the Village. Gross revenues is a defined term and has been established by the Cable Act. If federal law is changed to allow the Village to collect a higher franchise fee, the Village is entitled to increase the franchise fee up to the maximum allowed by law.
5. Under the existing Cable Franchise, Comcast was providing complimentary basic cable service to the Village as provided under state law. In 2019, the FCC issued its Third 621 Order which provides that the five percent franchise fee includes any and all services that are required to be provided by or to the Franchising Authority. Under this order, Comcast is no longer required to provide complimentary basic cable services to the Village. The Village must either pay for the basic cable service or agree to have its costs deducted from the franchise fee paid to the Village. The FCC Third Order is being challenged in federal court and under the

terms of the franchise renewal, if the FCC Third Order is reversed by the 6<sup>th</sup> Federal Circuit, Comcast has agreed to provide free basic cable service as provided under state law.

6. Comcast is required to maintain an Emergency Alert System for the Village.

7. Comcast must comply with the customer service obligations as required under state law.

The Agreement contains specific provisions governing any transfer of the cable system or the franchise from Comcast to a third party in accordance with Federal law.

8. Comcast is required to indemnify and defend the Village and its officers, agents and employees from any claims, demands, suits or liabilities arising out of Comcast's construction and operation of the cable system within the Village.

9. Comcast must maintain insurance throughout the term of the franchise as required by the Village's Right of Way Ordinance.

10. Comcast will maintain the current governmental access channel for the Village and will use commercially reasonable efforts to maintain that channel on Channel 6. In the event of any transfer to a different channel, Comcast is required to provide notices to Village subscribers of the impending change.

11. The Village may also request an additional public access channel so long as the Village can meet the programming requirements for that additional channel.

12. Comcast has also agreed to provide the Village will Public Educational and Governmental (PEG) Access support through the payment of a PEG capital fee in the amount of \$.35 per subscriber per month. This PEG capital fee must be used by the Village for capital equipment and supplies to operate the governmental access channel or any subsequent PEG channel. The Village is required to establish a budget and an annual capital plan for expenditure of the funds.

13. Comcast is required comply with all applicable technical standards of the Federal Communications Commission as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Village has the right to conduct inspections if there are subscriber complaints.

14. This Agreement contains all of the provisions relating to the grant of franchise and supersedes any other regulations to the contrary.

Please let me know if there are any questions regarding the Agreement.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING  
A CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN THE VILLAGE OF CAROL STREAM  
AND COMCAST OF ILLINOIS VIII, LLC**

**WHEREAS**, the Village of Carol Stream (the “Village”) is a municipal corporation and home rule unit organized pursuant to Illinois law; and

**WHEREAS**, the Village and Comcast of Illinois, VIII, LLC have negotiated a new non-exclusive cable franchise agreement renewal that is entitled, “Cable Franchise Agreement By And Between The Village of Carol Stream And Comcast Of Illinois VIII, LLC,” a copy of which is attached hereto and made a part hereof (“Franchise Agreement”); and

**WHEREAS**, the Village and Comcast desire to adopt the Franchise Agreement and to terminate and supersede any prior franchise agreement now in effect between them upon execution by the Village and Comcast of the Franchise Agreement; and

**WHEREAS**, Comcast has agreed to enter into the attached Franchise Agreement; and

**WHEREAS**, pursuant to 47 U.S.C. § 541(a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and the Village’s home rule authority, the Village has the authority to grant a non-exclusive cable television franchise to Comcast to construct, operate and maintain a cable television system in the Village; and

**WHEREAS**, the Mayor and Board of Trustees have determined that it is in the best interests of the health, safety and welfare of the residents, the property owners, the businesses and the public interest that the attached Franchise Agreement be approved and entered into with Comcast.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE CAROL STREAM, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:**

**SECTION 1:** Each recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The Mayor and Board of Trustees of the Carol Stream approve a franchise agreement entitled “Cable Franchise Agreement By And Between The Village of Carol Stream And Comcast Of Illinois VIII, LLC,” a copy of which is attached hereto and made a part hereof.

**SECTION 3:** The Mayor and Board of Trustees of the Village of Carol Stream further authorize and direct the Mayor to execute the Franchise Agreement and to execute and deliver all

other instruments and documents that are necessary to fulfill the Village's obligations under the Franchise Agreement.

**SECTION 4:** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**ADOPTED** this 6th day of July, 2020, pursuant to a roll call vote of the Corporate Authorities of the Village of Carol Stream as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this 6th day of July, 2020 by the Mayor of the Village of Carol Stream.

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

Subscribed and sworn to before me this  
6<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Notary Public

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN  
The  
VILLAGE OF CAROL STREAM, ILLINOIS  
And  
COMCAST OF ILLINOIS VIII, LLC**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Carol Stream, Illinois (hereinafter, the "Village") and Comcast of Illinois VIII, LLC (hereinafter, "Grantee") this \_\_\_ day of \_\_\_\_, 2020 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village's home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable

Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means the Village or a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois VIII, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall include all other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and

agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5<sup>th</sup> Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel which may be designated by the Village for non-commercial use by the Village, and/or the public, and/or educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by the Village, any Village residents or organizations, and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall be defined as set forth in the Village's Right of Way Ordinance and, in addition, shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Village in the Franchise Area, which shall entitle the Village and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Village within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Village and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

"Right of Way Ordinance" shall mean Chapter 12, Article 5 of the Village's Code of Ordinances, "Construction of Utility Facilities in the Rights of Way", as amended from time to time.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

“Village” means the Village of Carol Stream, Illinois or the lawful successor, transferee, designee, or assignee thereof.

## **SECTION 2: Grant of Authority**

2.1. Grant of Franchise. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Resolution No. \_\_\_\_\_ approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be five (5) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service. This franchise shall automatically be extended one additional five (5) year term, unless written notice is provided by either party.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal, and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

**SECTION 3: Construction and Maintenance of the Cable System**

3.1. Construction Standards. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of the Right of Way Ordinance, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aurally or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the

preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

**SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new



construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

#### 4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A, and shall specify the requested level of services and number of outlets for each location. The Village shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. In the event the FCC Third 621 Order is reversed on appeal (pending at the 6th Circuit at the time of this Agreement) and that reversal becomes final, the Village and the Grantee will revert to the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service, one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) and a free Standard Installation at one outlet to all eligible buildings as defined in the state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The Village must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions have been adopted in Chapter 17, Article 9 of the Village of Carol Stream Code of Ordinances. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

### **SECTION 5: Oversight and Regulation by Village**

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee

shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), and the Village actually proposes to increase the Franchise Fee in the exercise of such authority, the Village may increase the Franchise Fee percentage. Following the determination to increase the Franchise Fee through the enactment of an ordinance enabling the same, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days nor greater than one hundred twenty (120) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit.

5.2.1. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.2. In accordance with 65 ILCS 5/11-42-11.05 (k), the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors. Any address list provided by the Village to the Grantee shall be maintained as confidential by the Grantee and shall only be used by the Grantee for the purposes of determining the situsing of any franchise fee or service provider fee and the Grantee shall not sell, transfer or otherwise provide the address list to any third party.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2 or PEG Capital Support as set forth in Section 8.7. All information that the Grantee desires the Village to keep confidential shall be so expressly designated by the Grantee. The Village agrees to treat any such information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" shall generally include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential, which indemnification obligation shall include payment of the Village's costs including reasonable attorneys' fees. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

## **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, as provided for in Section 617 of the Cable Act, 47 U.S.C. §537, and 47 C.F.R. §76.502, as may be amended.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537 and 47 C.F.R. §76.502. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

## **SECTION 7: Insurance and Indemnity**

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Chapter 12, Article 5, Section 8 of the Village of Carol Stream Code of Ordinances.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written

notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the Village's PEG Programming through one Channel (the "Channel") on the Grantee's Cable System. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the Channel shall be carried on the Grantee's basic digital service tier. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. As of the Effective Date of this Agreement, the Village's Governmental Access Channel is located on Channel 6 of the Grantee's cable system. The Grantee shall use reasonable efforts to maintain Channel 6 as the Governmental Access Channel. In the event that the Grantee plans to change the numeric channel position of the Governmental Access Channel from Channel 6, the Grantee shall provide the Village with at least 180 days' notice of such change. Grantee shall also provide notice to all cable subscribers of the change in channel position by providing notice of such change with the cable bills prior to the effective date of the change. In addition, for a period of at least thirty days prior to the change in channel position, the Village shall retain the right to provide notice of the new Governmental Access Channel location on Channel 6 broadcasts. Such notice may be accomplished by providing a banded notice at the bottom of the broadcast screen. Nothing in this Agreement shall require the Village to offer or provide public access on the Governmental Access Channel.

8.1.1 Additional PEG Capacity. At its discretion, the Village may request an additional PEG Access Channel. Any additional PEG Access Channel shall be required to be programmed for at least six (6) hours per day with non-repetitive video programming. The Village shall provide the Grantee with written documentation evidencing that the requirement set forth herein is being satisfied. Grantee shall have one hundred twenty (120) days from receipt of the Village's request to provide the additional channel. Unless otherwise agreed to by the Village and the Grantee, to the extent required by law, the additional Channel shall be carried on the most basic service tier offered by the Grantee. The Village shall adopt rules and procedures under which the Grantee may use a PEG Access Channel for the provision of Video Programming if the PEG Access Channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 USC §531.

8.2 Rules and Procedures for Use of PEG Access Channel. The Village shall be responsible for the content the Village or its designee provides over the designated Public Access

Channel and for establishing, and thereafter enforcing, rules for any non-commercial use of the PEG Access Channel and to promote the viewership of the Channel.

8.3. Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. The PEG Access Channel is, and shall be, operated by the Village or its designee. The Village shall adopt rules and procedures under which Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access Channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from the Village or any other Village designated location(s) (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time not exceeding sixty (60) days. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within one hundred and twenty (120) days or such other period of time as mutually agreed to by the Parties.

8.6. PEG Signal Quality. Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7. PEG Capital Support. At its sole discretion, the Village may designate a PEG access capital project to be funded by the Village as set forth herein. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a copy of the Village's annual budget describing the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment, which budget may be amended from time to time as the Village determines necessary. The Village shall, from time to time, provide the Grantee with an annual Capital Plan setting forth the expenditures for capital facilities and/or equipment to be made within the fiscal year. The Grantee may review and comment on the compatibility of any facilities and/or equipment to be acquired by the Village's within 30 days of the Grantee's receipt of the Capital Plan, but such review shall not affect the collection and payment of PEG Capital Fees. The capital payments shall be expended for PEG

facilities and equipment. Upon the request of the Grantee, the Village shall provide documentation on all expenditures of PEG Capital Fees. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, provided that any funds remaining at the end of the term of this Agreement shall be used by the Village for PEG Capital obligations during the subsequent Franchise renewal. Moreover, if the Village chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

8.7.1. For any payments owed by Grantee in accordance with this Section 8.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.7.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall

set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing before the Village Board. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 12, Article 5 of the Village of Carol Stream Code of Ordinances, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities Within Public Rights of Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

## **SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and



served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188-1899  
ATTN: Village Manager

To the Grantee:

Comcast  
155 West Industrial Drive  
Elmhurst, IL 60126  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and

effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the Village of Carol Stream, Illinois:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For Comcast of Illinois VIII, LLC:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Village Trustees  
**FROM:** Frank Saverino, Sr., Mayor  
**DATE:** July 2, 2020  
**RE:** Deputy Village Clerk Appointment

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Due to the newly created position of Deputy Village Clerk, I am recommending the appointment of Sherry Craig to fill that position. Sherry Craig currently is the secretary in the Village Clerk's Office and is familiar with the duties of Village Clerk. Sherry Craig also served as Village Clerk in the Village of Hanover Park.

Your concurrence with this appointment is requested.

FS/dk

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on JULY 6, 2020**

**AGENDA ITEM**  
L-1 7/6/20

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>ALL TRAFFIC SOLUTIONS INC</b>					
ANNUAL RENEWAL-SPEED SIGN JUN 2020-OCT 2	5,500.00	01660100-52255	SOFTWARE MAINTENANCE	Q-50675 PO-4663049	20210015
	<u>5,500.00</u>				
<b>AMERICAN LEGAL PUBLISHING CORP</b>					
CODIFICATION-MAY 2020	453.20	01520000-52253	CONSULTANT	977	
	<u>453.20</u>				
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
FIRE ALARM-250 N SCHMALE	200.00	01643700-52253	CONSULTANT	53857	
PLUMBING INSPECTIONS MAY 2020	966.40	01643700-52253	CONSULTANT	12813	
	<u>1,166.40</u>				
<b>BAXTER &amp; WOODMAN INC</b>					
WRC DEWATERING IMPROVEMENTS PAY #6	1,040.00	04101100-54480	CONSTRUCTION	0214273 PO-3775	20210010
NORTH AVE WATER MAIN LINING-FINAL	34,812.00	04201600-54480	CONSTRUCTION	203002-2 PO-3774	
	<u>35,852.00</u>				
<b>BEARY LANDSCAPING</b>					
MOWING SERVICES JUN 2020	10,299.57	01670400-52272	PROPERTY MAINTENANCE	163827 PO-3786	20210012
PLANT BED MAINTENANCE JUN 2020	8,325.00	01670400-52272	PROPERTY MAINTENANCE	163828 PO-3787	20210020
	<u>18,624.57</u>				
<b>BEDROCK EARTHSCAPES LLC</b>					
20/21 POND WELAND MAINTENANCE	3,665.00	01620100-52358	POND/STORM MAINTENANCE	1307 PO-462620	20210004
	<u>3,665.00</u>				
<b>BRIAN CLUEVER</b>					
TUITION REIMB-CLUEVER 1/8-5/1/20	5,000.00	01660100-52223	TRAINING	TUITION 2021-CLUEVER	
	<u>5,000.00</u>				

**Village of Carol Stream  
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For Village Board Approval on JULY 6,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>CAPUTO'S NEW FARM PRODUCE- CAROL STREAM INC</b>					
NOTE PAYMENT 06/30/20	65,539.55	22490000-56491	LOAN INTEREST	NOTE PAYMNT 06/30/20	
NOTE PAYMENT 06/30/20	87,148.47	22490000-56490	LOAN PRINCIPAL	NOTE PAYMNT 06/30/20	
	<b>152,688.02</b>				
<b>CAROL STREAM PARK DISTRICT</b>					
MOWING SERVICES 4/28-5/8/20	4,090.90	01670400-52244	MAINTENANCE & REPAIR	202006011642 PO-3808	20210013
MOWING SERVICES 5/23-6/5/20	4,491.96	01670400-52244	MAINTENANCE & REPAIR	202006151644 PO-3808	20210013
MOWING SERVICES 5/9-5/22/20	4,520.86	01670400-52244	MAINTENANCE & REPAIR	202006011643 PO-3808	20210013
MOWING SERVICES 6/6-6/12/20 FINAL	2,235.51	01670400-52244	MAINTENANCE & REPAIR	20200615165 PO-3808	20210013
	<b>15,339.23</b>				
<b>CH2MHILL OMI</b>					
WRC OPERATING & MGMT JUL 2020	150,063.17	04101100-52262	WRC CONTRACT	351199-24-03 PO-3794	20210001
	<b>150,063.17</b>				
<b>COMED</b>					
1025 LIES RD-CONTROLLER 5/15-6/16/20	46.55	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 06/16/20	
106 GOLDENHILL-AERATOR 4/22-5/21/20	25.00	01670600-53210	ELECTRICITY	2127117053 05/21/20	
192 YUMA KB 5/18-6/17/20	34.14	01670300-53213	STREET LIGHT ELECTRICITY	0501137042 06/17/20	
401 TOMAHAWK CT 5/18-6/17/20	58.44	01670300-53213	STREET LIGHT ELECTRICITY	0723076266 06/17/20	
465 CENTER-CONTROL CABINET 5/18-6/17/20	54.20	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 06/17/20	
633 THUNDERBIRD 5/18-6/17/20	89.43	01670300-53213	STREET LIGHT ELECTRICITY	0455095075 06/17/20	
KUHN RD/RT 64-CAMERA 5/18-6/17/20	33.23	01662300-52298	ATLE SERVICE FEE	4202129060 06/17/20	
MASTER ACT-5025 5/15-6/19/20	223.39	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 06/19/20	
MORTON & LIES 5/27-6/25/20	234.99	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 06/25/20	
106 GOLDENHILL AERATOR 3/24-4/22/20	25.00	01670600-53210	ELECTRICITY	2127117053 04/22/20	
	<b>824.37</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on JULY 6,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>CONSTELLATION NEW ENERGY</b>					
100 DELLA #17620804201 5/7-6/8/20	8.83	01670300-53213	STREET LIGHT ELECTRICITY	7280332-2 06/09/20	
1015 W LIES-17694728801 5/15-6/16/20	26.21	04201600-53210	ELECTRICITY	7280332-21 06/17/20	
106 GOLDENHILL-17727433001 5/21-6/22/20	24.57	01670600-53210	ELECTRICITY	7280332-24 06/23/20	
1128 EVERGREEN-LIFT ST. 17707105101 5/19-6/16/20	57.32	04101500-53210	ELECTRICITY	7280332-25 06/19/20	
124 GERZEVSKE-17694783901 5/19-6/16/20	2,746.01	04201600-53210	ELECTRICITY	7280332-17 06/18/20	
1345 GEORGETOWN-17707161601 5/19-6/18/20	17.12	01670300-53213	STREET LIGHT ELECTRICITY	7280332-7 16/19/20	
1348 CHARGER-17694728201 5/15-6/16/20	400.63	04101500-53210	ELECTRICITY	7280332-20 06/17/20	
1350 TALL OAKS-STATION 17697451701 5/18-6/17/20	43.09	04101500-53210	ELECTRICITY	7280332-29 06/18/20	
1415 MAPLE-17707052001 5/19-6/18/20	102.93	01670600-53210	ELECTRICITY	7280332-28 06/19/20	
1N END THORNHILL-17694871001 5/15-6/16/20	90.11	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 06/17/20	
200 TUBEWAY-LIFT STATION #17620736801 5/7-6/17/20	591.97	04101500-53210	ELECTRICITY	7280332-18 06/09/20	
300 KUHN RD-17697483401 5/20-6/17/20	2,028.64	04201600-53210	ELECTRICITY	7280332-19 06/19/20	
301 ANTELOPE-17697408301 5/18-6/17/20	56.79	01670300-53213	STREET LIGHT ELECTRICITY	7280332-11 06/18/20	
333 FULLERTON-WELL #3, 17694896701 5/19-6/17/20	914.86	04201600-53210	ELECTRICITY	7280332-27 06/17/20	
391 FLINT-17697454101 5/18-6/17/20	45.79	01670300-53213	STREET LIGHT ELECTRICITY	7280332-12 06/18/20	
391 ILLINI-17697490101 5/18-6/17/20	150.79	01670600-53210	ELECTRICITY	7280332-26 06/18/20	
403 SIOX-17697437501 5/18-6/17/20	18.09	01670300-53213	STREET LIGHT ELECTRICITY	7280332-3 6/18/20	
451 SILVERLEAF-LIGHTS 17697304701 5/18-6/17/20	34.50	01670300-53213	STREET LIGHT ELECTRICITY	7280332-1 06/18/20	
491 CHEYENNE-17697337301 5/18-6/17/20	17.82	01670300-53213	STREET LIGHT ELECTRICITY	7280332-9 06/18/20	
500 N GARY-CONTROLLER 17697340101 5/18-6/17/20	109.51	01670300-53213	STREET LIGHT ELECTRICITY	7280332-5 06/18/20	
506 CHEROKEE-17697467001 5/18-6/17/20	38.16	01670300-53213	STREET LIGHT ELECTRICITY	7280332-4 06/18/20	
512 CANYON-17697416601 5/18-6/17/20	16.45	01670300-53213	STREET LIGHT ELECTRICITY	7280332-8 06/18/20	
594 NEZ PERCE-17697414701 5/18-6/17/20	17.82	01670300-53213	STREET LIGHT ELECTRICITY	7280332-14 06/18/20	
796 PAWNEE-17697455001 5/18-6/17/20	48.69	01670300-53213	STREET LIGHT ELECTRICITY	7280332-15 06/18/20	
850 LONGMEADOW-17697448001 5/18-6/17/20	95.72	01670600-53210	ELECTRICITY	7280332-23 06/18/20	
879 DORCHESTER-17697408701 5/18-6/17/20	18.80	01670600-53210	ELECTRICITY	7280332-22 06/18/20	
880 PAPOOSE-17697409301 5/18-6/17/20	72.14	01670300-53213	STREET LIGHT ELECTRICITY	7280332-13 06/18/20	
990 DEARBORN-17697474501 5/18-6/17/20	48.92	01670300-53213	STREET LIGHT ELECTRICITY	7280332-10 06/18/20	
	<b>7,842.28</b>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>CORE &amp; MAIN LP</b>					
B-BOX PARTS	23.14	04201600-53317	OPERATING SUPPLIES	M447536	
B-BOX PARTS	115.70	04201600-53317	OPERATING SUPPLIES	M452852	
B-BOX PARTS	231.00	04201600-53317	OPERATING SUPPLIES	M433474	
B-BOX PARTS	673.68	04201600-53317	OPERATING SUPPLIES	M399683	
PARTS FOR PUMP STATION	1,376.00	04201600-53317	OPERATING SUPPLIES	M333438	
STORM SEWER SUPPLIES	238.60	01670600-53317	OPERATING SUPPLIES	M414020	
STORM SEWER SUPPLIES	336.00	01670600-53317	OPERATING SUPPLIES	M456386	
WATER STOPPER	1,384.56	01670600-53317	OPERATING SUPPLIES	M466599	
	<b>4,378.68</b>				
<b>COVERALL NORTH AMERICA INC</b>					
JANITORIAL CONTRACT 6/1-6/30/20	1,422.00	01670100-52276	JANITORIAL SERVICES	1010660005 PO-3807	20210008
	<b>1,422.00</b>				
<b>DUPAGE COUNTY DIVISION OF TRANSPORTATION</b>					
AP200459-GARY AVE @ KEHOE BLVD PERMIT	100.00	04101500-54480	CONSTRUCTION	AP200459	
	<b>100.00</b>				
<b>DUPAGE COUNTY INFORMATION TECHNOLOGY</b>					
CJIS ACCESS-QTR END MAR-MAY 2020	750.00	01662600-52247	DATA PROCESSING	IA 612	
	<b>750.00</b>				
<b>EARTH INC</b>					
STONE	134.40	04201600-53317	OPERATING SUPPLIES	22033	
STONE 2020869-2020872	1,520.00	04201600-53317	OPERATING SUPPLIES	22058	
	<b>1,654.40</b>				
<b>FEECE OIL CO</b>					
OIL FOR STORM STATION	47.40	01670600-53313	AUTO GAS & OIL	1897673	
	<b>47.40</b>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GOVTEMPSUSA LLC</b>					
ACCOUNTS CLERK-A RETSKE 6/7, 6/14/20	1,176.00	04103100-52253	CONSULTANT	3540440	
ACCOUNTS CLERK-A RETSKE 6/7, 6/14/20	1,176.00	04203100-52253	CONSULTANT	3540440	
OFFICE MANAGER-D KALKE 6/7, 6/14/20	3,170.40	01590000-52253	CONSULTANT	3540438	
PROPERTY INSPECTOR-E HERZOG 5/24, 5/31/20	1,323.00	01642100-52253	CONSULTANT	3533313	
PROPERTY INSPECTOR-E HERZOG 6/7, 6/14/20	1,470.00	01642100-52253	CONSULTANT	3540437	
	<b>8,315.40</b>				
<b>GRANITE TELECOMMUNICATIONS</b>					
TELCO SERVICE 6/1-6/30/20	862.55	01652800-52230	TELEPHONE	487423555 06/01/20	
	<b>862.55</b>				
<b>H &amp; H ELECTRIC COMPANY</b>					
SPRING VALLEY-STREET LIGHT 5/6/20	965.00	01670300-52271	STREET LIGHT MAINTENANCE	34966	
	<b>965.00</b>				
<b>HEY &amp; ASSOCIATES</b>					
KEHOE BLVD-STEAMBANK STABIL.#19-0261 3/20	9,367.68	11740000-55488	STORMWATER UTILITIES	11904 PO-462602	
	<b>9,367.68</b>				
<b>ITRON INC</b>					
ITRON MAINTENANCE-QTR END 7/31/20	1,070.60	04103100-52255	SOFTWARE MAINTENANCE	552750	
ITRON MAINTENANCE-QTR END 7/31/20	1,070.61	04203100-52255	SOFTWARE MAINTENANCE	552750	
	<b>2,141.21</b>				
<b>JOHN L FIOTI</b>					
ADJUDICATION JUN 2020	525.00	01570000-52238	LEGAL FEES	CS 06-20	
	<b>525.00</b>				



**Village of Carol Stream  
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<b>KLEIN, THORPE &amp; JENKINS, LTD</b>					
GENERAL COUNSEL MAY 2020	64.50	01510000-52238	LEGAL FEES	210695	
GENERAL COUNSEL MAY 2020	236.50	11740000-52238	LEGAL FEES	210695	
GENERAL COUNSEL MAY 2020	258.00	04200100-52238	LEGAL FEES	210695	
GENERAL COUNSEL MAY 2020	8,182.24	01570000-52238	LEGAL FEES	210695	
	<b>8,741.24</b>				
<b>LANDSCAPE MATERIAL &amp; FIREWOOD SALES INC</b>					
TOP SOIL-SEED 5/12, 6/10, 6/19/20	969.00	01670400-53317	OPERATING SUPPLIES	41186	
	<b>969.00</b>				
<b>LAUREEN A ROSE LCSW</b>					
MBT CLINICAL CONSULTATION 6/19/20	200.00	01660100-52223	TRAINING	06192020	
	<b>200.00</b>				
<b>LAW OFFICE OF MICHELLE L MOORE LTD</b>					
PROSECUTION-JUN 2020	2,700.00	01570000-52235	LEGAL FEES-PROSECUTION	2020-06	
PROSECUTION-JUN 2020	7,750.00	01570000-52312	PROSECUTION DUI	2020-06	
	<b>10,450.00</b>				
<b>LEONARD M BULAT</b>					
PD DECALS-WINDOWS, DOORS	1,395.00	01660100-53317	OPERATING SUPPLIES	20-89	
	<b>1,395.00</b>				
<b>LRS HOLDINGS LLC</b>					
STREET SWEEPING SERVICES 6/8-6/12/20	8,825.25	01670600-52272	PROPERTY MAINTENANCE	PS325746 PO-3788	20210006
	<b>8,825.25</b>				
<b>MARK E RADABAUGH</b>					
MEETING, TAPING 6/15/20	50.00	01590000-52253	CONSULTANT	20-0155	
	<b>50.00</b>				

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<b>MIDWEST METER INC</b>					
AMR REPLACEMENT EQUIPMENT	349,193.00	04201400-53333	NEW METERS	0121708-IN PO-3793	
	<u>349,193.00</u>				
<b>MITCHELL REPAIR INFORMATION COMPANY</b>					
SUBSCRIPTION 1-YR	4,133.33	01696200-52255	SOFTWARE MAINTENANCE	24398830 PO-3820	20210018
	<u>4,133.33</u>				
<b>NAPCO STEEL INC</b>					
TRUCK 5	235.90	04201600-53317	OPERATING SUPPLIES	439613	
	<u>235.90</u>				
<b>NICOR</b>					
124 GERZEVSKE #4 5/19-6/19/20	38.16	04201600-53230	NATURAL GAS	13811210007 06/22/20	
1348 CHARGER CT 5/21-6/22/20	122.91	04101500-53230	NATURAL GAS	86606011178 06/23/20	
200 TUBEWAY 5/19-6/18/20	39.20	04101500-53230	NATURAL GAS	14309470202 06/22/20	
	<u>200.27</u>				
<b>P4 SECURITY SOLUTIONS LLC</b>					
BACKGROUND CHECK-HOLMER	800.00	01600000-52228	PERSONNEL HIRING	S193-S2018	
	<u>800.00</u>				
<b>PADDOCK PUBLICATIONS INC</b>					
LEAD BID 6/13/20	59.80	01520000-52240	PUBLIC NOTICES/INFORMATION	149204	
LED LUMINARIES 5/28/20	59.80	01520000-52240	PUBLIC NOTICES/INFORMATION	148409	
	<u>119.60</u>				
<b>QUEST TECHNOLOGY MANAGEMENT</b>					
DATA STORAGE 3/15/20-3/14/23	4,320.00	01652800-52230	TELEPHONE	497043 PO-1881	20210017
	<u>4,320.00</u>				

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<b>REFUNDS MISC</b>					
175 MERCEDES DR-SMA REFUND	1,200.00	01-24321	STORMWATER REVIEW FEE SECUR	175 MERCEDES-07/20	
175 MERCEDES-AMERICAN LITHO, SMA REFUND	700.00	01-24321	STORMWATER REVIEW FEE SECUR	175 MERCEDES 07/20	
20-0018, 122 SCHMALE, NAC REVIEW REFUND	1,500.00	01000000-44318	PUBLIC HEARING FEES	122 S SCHMALE 07/20	
20-0041-POOL, 1241 TRINITY DR, BOND REFUND	48.00	01000000-42307	BUILDING PERMITS	1241 TRINITY 07/20	
2N250 SCHMALE-SMA REFUND	700.00	01-24321	STORMWATER REVIEW FEE SECUR	2N250 SCHMALE 07/20	
50/50 SIDEWALK REPLACEMENT PROGRAM	195.00	01670500-53317	OPERATING SUPPLIES	3822	
550 CENTER-CENER AVE OFFICE DEV-SMA REFUND	700.00	01-24321	STORMWATER REVIEW FEE SECUR	550 CENTER AVE 07/20	
620 CENTER AVE-SMA REFUND	5,000.00	01-24321	STORMWATER REVIEW FEE SECUR	620 CENTER 07/20	
640 KIMBERLY AVE-SMA REFUND	700.00	01-24321	STORMWATER REVIEW FEE SECUR	640 KIMBERLY 07/20	
BASSETT REFUND-PATEL CK 3951	75.00	01000000-47407	MISCELLANEOUS REVENUE	BASSETT-3951	
TALL OAKS ESTATES HOA-SMA REFUND	700.00	01-24321	STORMWATER REVIEW FEE SECUR	TALL OAKS 07/20	
	<u>11,518.00</u>				
<b>REFUNDS PRESERVATION BONDS</b>					
19-1221-PATI, #2165886, BOND REFUND	200.00	01-24302	ESCROW - GRADING	1241 TRINITY 06/20	
20-0310-PATI, #2281815, BOND REFUND	200.00	01-24302	ESCROW - GRADING	1003 TIOGA 06/20	
20-0338-DRVW, #2284043, 457 ALEUT REFUND I	300.00	01-24302	ESCROW - GRADING	457 ALEUT 07/20	
20-0351-PATI, #2285153, BOND REFUND	200.00	01-24302	ESCROW - GRADING	1399 JASON 06/20	
20-0422-PKGL, #2292516, REFUND BOND	1,000.00	01-24302	ESCROW - GRADING	258 COUNTY FRM 06/20	
20-139-DRVW, #2256511, BOND REFUND	300.00	01-24302	ESCROW - GRADING	995 ALAMO 06/20	
	<u>2,200.00</u>				
<b>REFUNDS TAX STAMPS</b>					
STAMP 31421, 463 DANBURY DR, REFUND	684.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP 31421	
	<u>684.00</u>				

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<b>RUSH TRUCK CENTERS</b>					
JN BRAKE SHOE	790.54	01696200-53354	PARTS PURCHASED	3019691202	
JN BRAKE SHOE	790.54	01696200-53354	PARTS PURCHASED	3019706209	
JN CLAMPS	181.94	01696200-53354	PARTS PURCHASED	3019558447	
JN CORES-RETURN	-121.12	01696200-53354	PARTS PURCHASED	3019691088	
JN DRUMS	321.12	01696200-53354	PARTS PURCHASED	3019678237	
JN FILTER	33.19	01696200-53354	PARTS PURCHASED	3019790397	
JN RADIATOR	625.00	01696200-53354	PARTS PURCHASED	3019555123	
JN SUSPENSION	965.08	01696200-53354	PARTS PURCHASED	3019341033	
JN TIE ROD ASSEMBLY	358.50	01696200-53354	PARTS PURCHASED	3019711628	
JN TUBE	50.86	01696200-53354	PARTS PURCHASED	3019730213	
JN TUBE	59.67	01696200-53354	PARTS PURCHASED	3019738565	
	<b>4,055.32</b>				
<b>SCHROEDER ASPHALT SERVICES</b>					
FLEX PAVEMENT-VARIOUS STREETS	117,316.30	06-21446	RETAINAGE SCHROEDER	2020-167 PO-462616	
FLEX PAVEMENT-VARIOUS STREETS	146,698.53	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2020-167 PO-462616	
FLEX PAVEMENT-VARIOUS STREETS	876,300.57	06320000-54470	STREET RESURFACING	2020-167 PO-462616	
	<b>1,140,315.40</b>				
<b>SCORPIO CONSTRUCTION CORP.</b>					
WATER MAIN REPAIR-1N272 WEST ST 5/5/20	10,230.00	04201600-52244	MAINTENANCE & REPAIR	786-20 PO-3812	
	<b>10,230.00</b>				
<b>SERVICE COMPONENTS INC</b>					
SUPPLIES	4.22	01696200-53317	OPERATING SUPPLIES	94108	
SUPPLIES	133.20	01696200-53317	OPERATING SUPPLIES	93884	
	<b>137.42</b>				
<b>STEPHEN F SCHMIDT CONSULTING, INC.</b>					
POLICE ADMIN-JUN 2020 #1919030151	11,500.00	01660100-52253	CONSULTANT	SCHMIDT 06/30/20	
	<b>11,500.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on JULY 6,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>STRAND &amp; ASSOCIATES</b>					
PROFESSIONAL SERVICES 5/1-5/31/20	212.71	04101500-54480	CONSTRUCTION	0161288 PO-462607	
	<u>212.71</u>				
<b>TELCOM INNOVATIONS GROUP LLC</b>					
CALLER ID SUPPORT	1,050.00	01652800-52253	CONSULTANT	A55395	
PHONE SUPPORT 5/10/20	280.00	01652800-52253	CONSULTANT	A55393	
PHONE REPLACEMENT FINAL	22,275.50	01652800-54412	OTHER EQUIPMENT	A55223 PO-1880	
	<u>23,605.50</u>				
<b>THE BOARD OF TRUSTEES OF THE UNIV OF ILL</b>					
LAB TESTING	100.00	01662300-53317	OPERATING SUPPLIES	H0697 2019-336	
LAB TESTING	175.00	01662300-53317	OPERATING SUPPLIES	H0697 2019-335	
LAB TESTING	175.00	01662300-53317	OPERATING SUPPLIES	H0697 2019-337	
LAB TESTING	175.00	01662300-53317	OPERATING SUPPLIES	H0697 2019-338	
LAB TESTING	175.00	01662300-53317	OPERATING SUPPLIES	H0697 2019-344	
LAB TESTING	175.00	01662300-53317	OPERATING SUPPLIES	H0697 2019-366	
LAB TESTING	225.00	01662300-53317	OPERATING SUPPLIES	H0697 2019-334	
	<u>1,200.00</u>				
<b>TKB ASSOCIATES INC</b>					
LASERFICHE LICENSES	2,897.50	01652800-52255	SOFTWARE MAINTENANCE	13979 PO-1892	20210014
	<u>2,897.50</u>				
<b>TRAFIC SERVICES INC</b>					
BARRICADES	1,995.00	01670300-53317	OPERATING SUPPLIES	88017	
TRAFFIC CONES	675.00	01670300-53317	OPERATING SUPPLIES	88018	
	<u>2,670.00</u>				
<b>TRANSYSTEMS CORPORATION</b>					
LIES RD BIKE PATH PHASE II 5/23-6/19/20	2,621.14	11740000-55486	ROADWAY CAPITAL IMPROVEMENTS	05-3599550 PO-462609	20210007
	<u>2,621.14</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on JULY 6,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>TYCO FIRE &amp; SECURITY (US)MGMT INC</b>					
FARMHOUSE ALARM 7/1-9/30/20	38.70	01590000-52230	TELEPHONE	34420094	
TC ALARM 7/1-9/30/20	51.51	01590000-52230	TELEPHONE	34420095	
VH ALARM 7/1-9/30/20	108.00	01590000-52230	TELEPHONE	34420093	
	<b>198.21</b>				
<b>TYLER TECHNOLOGIES INC</b>					
MUNIS ANNUAL SUPPORT 8/1/20-7/31/21	9,866.71	04103100-52255	SOFTWARE MAINTENANCE	045-307109	
MUNIS ANNUAL SUPPORT 8/1/20-7/31/21	9,866.71	04203100-52255	SOFTWARE MAINTENANCE	045-307109	
MUNIS ANNUAL SUPPORT 8/1/20-7/31/21	42,712.14	01610100-52255	SOFTWARE MAINTENANCE	045-307109	
	<b>62,445.56</b>				
<b>VERIZON WIRELESS</b>					
CELL PHONES 5/14-6/13/20	36.01	02385200-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	38.01	01652800-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	56.15	01610100-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	56.15	01640100-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	56.15	01642100-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	58.52	01662700-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	94.16	01600000-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	94.16	01690100-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	112.30	01680000-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	144.22	01643700-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	178.65	01590000-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	233.23	04100100-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	318.76	01620100-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	430.40	01652800-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	514.85	04200100-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	567.18	01670100-52230	TELEPHONE	9856657943 06/13/20	
CELL PHONES 5/14-6/13/20	3,377.13	01662700-52230	TELEPHONE	9856657943 06/13/20	
	<b>6,366.03</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on JULY 6,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>VILLAGE OF CAROL STREAM</b>					
500 N GARY-VH 5/1-6/1/20	134.57	01680000-53220	WATER	20876-01623457	
960 N GARY-TC GAZEBO 5/1-6/1/20	0.22	01680000-53220	WATER	21204-01623741	
960 N GARY-TC VISITOR CENTER 5/1-6/1/20	4.68	01680000-53220	WATER	20878-01623459	
	<u>139.47</u>				
<b>WEST SIDE TRACTOR SALES</b>					
PARTS-LOADER REPAIR #80	6,825.92	01696200-53354	PARTS PURCHASED	N94196 PO-3821	20210019
	<u>6,825.92</u>				
<b>WINDY CITY CLEANING EQUIP &amp; SUPPLIES</b>					
CLEANING SUPPLIES	418.99	01670400-53317	OPERATING SUPPLIES	SO001400	
SMALL FLUSHER	2,599.98	01670600-53350	SMALL EQUIPMENT EXPENSE	001961 PO-3811	20210016
	<u>3,018.97</u>				
<b>GRAND TOTAL</b>	<u><u><b>\$2,110,021.30</b></u></u>				

**The preceding list of bills payable totaling \$2,110,021.30 was reviewed and approved for payment.**

**Approved by:**

Robert Mellor  
Bob Mellor – Village Manager

Date: 7/2/20

**Authorized by:**

\_\_\_\_\_  
Frank Saverino Sr. – Mayor

\_\_\_\_\_  
Sherry Craig- Deputy Village Clerk



**ADDENDUM WARRANTS**  
**June 16, 2020 Thru July 6, 2020**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
General	A C H	Wheaton Bank & Trust	Payroll June 15, 2020 thru June 28, 2020	603,952.36
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll June 15, 2020 thru June 28, 2020	48,550.26
				<u><b>652,502.62</b></u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Frank Saverino Sr-Mayor

\_\_\_\_\_  
Sherry Craig - Deputy Village Clerk