

Village of Carol Stream

BOARD MEETING

AGENDA

FEBRUARY 7, 2022

6:00 P.M.

Village Board meeting is being held virtually to the public until further notice due to the pandemic.

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 January 17, 2022 Village Board Meeting.

C. LISTENING POST:

1. Swearing In Police Officers: Garrett Beyer, Nicholas Janetis and Daniel Pfingston
2. 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:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Recommendation to Award a Contract for the Purchase and Delivery of Decorative Light Fixtures, Bulbs and Supplies to City Electric Supply in the amount of \$48,505.20.
2. Kuhn Road Bike Trail Right of Way Purchase. *Staff recommends payment of \$9,600 to Edward and Debra Smith and \$7,000 to David and Barbara Farley be made for purchase of right of way required to construct the Kuhn Road Bike Trail.*
3. Sanitary Sewer Extension-250 N. Gary Avenue. *Staff recommends approval of Change Order No. 5, final payment in the amount of \$7,635.23 to Acqua Contractor's Corp. and acceptance of the public improvements for the Sanitary Sewer Extension-250 N. Gary Avenue project.*

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4. 2021 Flexible Pavement Project. *Staff recommends approval of the balancing change order, final payment in the amount of \$233,294.03 to Brothers Asphalt Paving, Inc. and acceptance of the public improvements for the 2021 Flexible Pavement Project.*
5. Authorization to Continue Participation in the Opioid Litigation Settlement. *Staff requests Village Board Authorization to Continue to Participate in the Opioid Litigation Settlement with the State of Illinois, Attorney General's Office.*
6. Squad Car Purchase. *Staff recommends approval to purchase eight (8) Dodge Durango Police vehicles from Thomas Dodge Chrysler Jeep of Highland, Indiana at a cost of \$37,135 each with a total cost of \$297,080 through the Southwest Conference of Mayors Purchasing Cooperative.*
7. Police Interceptor Utility Vehicle Purchase. *Staff recommends approval to purchase one (1) Ford Explorer Police Interceptor Utility Vehicle from SAE Customs at a cost of \$37,241.*
8. Chicago Motor Cars – Settlement and Reimbursement Agreement. *Staff recommends approval of these agreements which includes the current billboard remaining on the property until June 30, 2036 and reimbursing the Village in the amount of \$21,000 for legal fees.*

I. ORDINANCES:

1. Ordinance No. 2022-02-____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class P Liquor Licenses from 7 to 6 (Rmarts LLC d/b/a Carol Stream Shell, 106 E. North Avenue) and Increasing the Number of Class P Liquor Licenses from 6 to 7 (J & S Carol Gas Mart, Inc. d/b/a J & S Gas Mart, 106 E. North Avenue).
2. Ordinance No. 2022-02-____ Amending Chapter 11, Intoxicating Liquor, Article 2, Alcoholic Liquor Dealers of the Village of Carol Stream Code of Ordinances in regard to Alcoholic Liquor Shipping and Delivery.
3. Ordinance No. 2022-02-____ Amending Chapter 11, Intoxicating Liquor, Article 2, Alcoholic Liquor Dealers of the Village of Carol Stream Code of Ordinances in regard to Video Gaming Cafes.

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J. RESOLUTIONS:

1. Resolution No. ____ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends declaring surplus six (6) squad cars that have surpassed their usefulness and authorize their sale by the department.*

K. NEW BUSINESS:

1. Proposed 2022 Summer Concert Series Line Up. *Staff requests direction from the Village Board regarding the 2022 Summer Concert Series Line Up.*
2. Raffle License Application and Amplification Permit Request – Summer Concert Series and single Movie in the Park event. *Staff is requesting approval of a raffle license and waiver of the fee and manager's fidelity bond and approval of an amplification permit with a waiver of the application fee for the 2022 Summer Concert Series and Movie in the Park.*

L. PAYMENT OF BILLS:

1. Regular Bills: January 18, 2022 through February 7, 2022.
2. Addendum Warrants: January 18, 2022 through February 7, 2022.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month ended December 31, 2021.

N. EXECUTIVE SESSION:

1. Pending Litigation – 5/ILCS 120/2(c) (11)

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O. ADJOURNMENT:

LAST ORDINANCE	2022-01-06	LAST RESOLUTION	3234
NEXT ORDINANCE	2022-02-07	NEXT RESOLUTION	3235

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

January 17, 2022

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 6:00 p.m. and requested that Clerk Julia Schwarze call the roll.

Present: Trustees Jeff Berger, Tom Garvey, John Zalak, Rick Gieser, Matt McCarthy, Clerk Julia Schwarze and Mayor Frank Saverino, Sr.

Absent: Trustee Mary Frusolone

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Assistant to the Village Manager Tia Messino, Finance Director Jon Batek, Community Development Director Don Bastian, Director of Engineering Services Bill Cleveland, Public Works Director Phil Modaff, Deputy Chief of Police Don Cummings, Human Resources Director Caryl Rebholz, Information Technology Director Marc Talavera, and Village Attorney Jim Rhodes

MINUTES:

Trustee McCarthy moved and Trustee Zalak made the second to approve the Minutes of the January 3, 2022 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Berger, Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 1 Trustee Frusolone

The motion passed.

LISTENING POST:

1. Resolution No. 3231 Recognizing Caryl Rebholz for Twenty-Five Years of Service with the Village of Carol Stream – *read by Trustee Gieser and approved.*

1. Addresses from Audience (3 Minutes) – None

PUBLIC HEARINGS:

None.

CONSENT AGENDA:

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

- Ayes: 5 Trustees Berger, Garvey, Zalak, Gieser and McCarthy*
- Nays: 0*
- Abstain: 0*
- Absent: 1 Trustee Frusolone*

The motion passed.

Trustee Garvey moved and Trustee Zalak 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: 5 Trustees Berger, Garvey, Zalak, Gieser and McCarthy*
- Nays: 0*
- Abstain: 0*
- Absent: 1 Trustee Frusolone*

The motion passed.

Trustee McCarthy moved and Trustee Garvey 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: 5 Trustees Berger, Garvey, Zalak, Gieser and McCarthy*
- Nays: 0*
- Abstain: 0*

Absent: 1 Trustee Frusolone

The motion passed.

The following items were approved on the Consent Agenda for this meeting:

Award a Bid for Painting and Minor Repairs to Water Tower #3:

The Village Board awarded a bid to ERA Valdivia in the amount of \$457,600.00 for painting and minor repairs to water tower #3 (Fullerton Avenue).

Award a Contract for Town Center Fountain Improvements:

The Village Board approved a contract for Professional Engineering Services with Christopher B Burke Engineering in the amount of \$60,000 for the Town Center Fountain Improvements.

Ordinance No. 2022-01-05 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class F Liquor Licenses from 9 to 10 for Tasty House 1, LLC d/b/a Tasty House 1, 1042 Fountain View Drive:

The Village Board approved a liquor license for Tasty House 1, LLC located at 1042 Fountain View Drive.

Ordinance No. 2022-01-06 Amending Chapter 8, Article 6 of the Carol Stream Traffic Code – Parking Schedules:

The Village Board approved no parking on Phillips Court along the south side from Schmale Road to the West end.

Resolution No. 3232 Accepting a Grant of Stormwater Management and Conveyance Easement and Public Sanitary Sewer Easement for 250 Schmale Road-Dynamic MD:

The Village Board approved a Grant of Stormwater Management and Conveyance Easement and Public Sanitary Sewer Easement for 250 Schmale Road-Dynamic MD.

Resolution No. 3233 Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Carol Stream and the Illinois Department of Transportation-Traffic Control Devices located on State Highways:

The Village Board approved the Intergovernmental Agreement between the Village of Carol Stream and the Illinois Department of Transportation for North Avenue Traffic Signal Costs with the revised indemnification clause.

Resolution No. 3234 Authorizing the Execution of a Grant Agreement by and between the Village of Carol Stream and DuPage River Salt Creek Workgroup regarding the Klein Creek Streambank Stabilization – Section 1-A:

The Village Board approved a Grant Agreement with the DuPage River Salt Creek Workgroup in regards to the Klein Creek Streambank Stabilization – Section 1-A.

Raffle License Application – Knights of Columbus:

The Village Board approved a raffle license and waived the fee and manager’s fidelity bond for their raffle at Corpus Christi Catholic Church on February 13, 2022.

Raffle License Application – American Cancer Society:

The Village Board approved a raffle license and waived the fee and manager’s fidelity bond for their Bags for Life tournament to be held at Chrissy’s on February 16 through March 16, 2022.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of Regular Bills dated January 17, 2022 in the amount of \$1,801,193.46. The Village Board approved the payment of Addendum Warrant of Bills from January 4, 2022 thru January 17, 2022 in the amount of \$724,852.52.

Non-Consent Agenda Item:

Agenda Item H.2. was pulled off the consent agenda in order to record a change to the dollar amount in the street sweeping services contract. Trustee McCarthy moved and Trustee Garvey made the second to award a contract to Lakeshore Recycling Systems in an amount not to exceed \$89,016 for street sweeping services for the period of May 1, 2022 through April 30, 2023. The results of the roll call vote were as follows:

Ayes: 5 Trustees Berger, Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 1 Trustee Frusolone

The motion passed.

REPORT OF OFFICERS:

Trustee Berger congratulated Human Resources Director Rebholz on her 25 years of service to the Village of Carol Stream, wished everyone an inspirational Martin Luther King Jr. Day and congratulated the Purdue Boilermakers on their big win over the weekend.

Trustee Garvey congratulated the Public Works department on a job well done with the ice storm last weekend; commended Director of Engineering Services Cleveland on finalizing the Klein Creek Stabilization agreement; expressed his gratitude for the Supreme Court ruling on the vaccine mandate; and thanked HR Director Rebholz for her 25 years of service to Carol Stream and being a valuable team member.

Trustee Zalak congratulated and thanked HR Director Rebholz for her 25 years of hard work in the village; encouraged residents to donate blood at the blood drive taking place at the library on January 18th; encouraged donations to the upcoming Knights of Columbus and American Cancer Society fundraisers; commended the Carol Stream Police Department on a job well done with their traffic safety initiatives; and asked everyone to keep the military and first responders in their thoughts and prayers.

Trustee Gieser acknowledged the Martin Luther King Jr. holiday, described the civil rights leader as a giant for equal rights and justice for all, and read one of his favorite quotes: "Love is the only force capable of transforming an enemy into a friend." He thanked HR Director Rebholz for her 25 years of service to the village and expressed gratitude for being able to read her Resolution; congratulated his son Richard for his early graduation from the University of Illinois; and reminded people to get vaccinated if they can.

Trustee McCarthy commended HR Director Rebholz on her 25 years of service to the village, making special mention of her hard work in the area of contract negotiations; congratulated Trustee Gieser on his son's early college graduation; in honor of MLK Day agreed with Trustee Gieser that the world needs more love and tolerance and less hate; gave details for the upcoming Bags for Life fundraiser and requested raffle prize donations; reminded residents to look out for their neighbors and those in need; and asked Director of Public Works Modaff to explain the reasoning behind the road salt methods used in Carol Stream.

Assistant to the Village Manager Messino reported that staff has been busy gathering event ideas for Town Center and will soon announce a preliminary lineup of concert bands this summer.

Clerk Schwarze thanked HR Director Rebholz for her 25 years of service; congratulated Trustee Gieser on his son's college graduation; thanked Deputy Chief Cummings, Commander Cluever and staff for allowing her to participate in their state-of-the-art use-of-force simulator training; announced the postponement of the February 2nd MCDC meeting due to current Covid conditions; reported details of the Carol Stream blood drive on January 18th; reminded residents to shop and dine in Carol Stream; and read an MLK quote in honor of the holiday: "The time is always right to do what is right."

Attorney Rhodes congratulated HR Director Rebholz on her 25-year milestone and expressed his appreciation that she has been a pleasure to work with all these years.

Village Manager Mellor issued the reminder that there is no parking on village streets after a 1" snowfall due to the hazards posed to both Public Works operations and emergency responders. He reported a ribbon-cutting on January 20th at 11:30 a.m. for a new Baba's Famous Steak and Lemonade restaurant at 476 W. Army Trail Rd.

Mayor Saverino thanked HR Director Rebholz for her professionalism and hard work over the years; commented on the positive growth made in Carol Stream restaurants; thanked Public Works for a great job planning and executing winter road maintenance; commended our Police Department on their stellar work and continued recognition and awards; expressed disappointment on the lack of involvement this year in the Wheaton Christian Center MLK Day event; and expressed the wish that all political candidates run the right way and do the right thing for the right reason.

At 6:39 p.m., Trustee McCarthy moved and Trustee Berger made the second to adjourn the meeting. The results of the roll call vote were as follows:

- Ayes: 5 Trustees Berger, Garvey, Zalak, Gieser and McCarthy*
- Nays: 0*
- Abstain: 0*
- Absent: 1 Trustee Frusolone*

The motion passed.


FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: January 25, 2022
RE: Recommendation to Award a Contract for Purchase and Delivery of Decorative Light Fixtures, Bulbs and Supplies – City Electric Supply

The current CIP budget contains \$310,000 for the purchase of a mix of replacement fixtures, replacement poles and replacement bulbs for installation throughout the Town Center. The Village Board awarded a bid in July 2021 in the amount of \$237,080.93 for purchase of many of those items, and the majority of that work has been completed. The only remaining portion of the project is replacement of old light fixtures with energy-efficient LED fixtures.

We recently solicited bids for replacement fixtures for the parking lot lights. Bid packets were sent to seven vendors. Four bids¹ were received and opened on January 25, 2022, with results as follows:

<u>CONTRACTOR</u>	<u>AMOUNT</u>
City Electric Supply	\$48,505.20
Graybar	\$50,909.20
Supreme Lighting Design	\$54,096.00

City Electric Supply has been the successful bidder four years in a row for the annual LED street light purchase and for the above referenced Town Center Project. Staff has been satisfied with their performance on prior purchases. City Electric has guaranteed delivery within four weeks following Notice of Award.

Staff recommends that the Mayor and Board of Trustees approve a Motion awarding a contract to City Electric Supply for the purchase of light fixtures and supplies in the amount of \$48,505.20

Attachments

¹ One bid was determined to be non-responsive because it proposed an alternate fixture, which was expressly not allowed under the bid specifications.

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:

Description	Catalog Number	Units	Bid Amount
MGLEDM P8 50K MVOLT FT UN BKSD PR7 AO SH	Mongoose LED Medium, P8 performance package, 5000K, 120-277 volts, Type IV, Forward throw, Universal (round and square), Black super durable, 7 pin NEMA photocontrol receptacle (photocontrol not included), Field adjustable lumen output, Shorting cap	35	\$ 42,442.05
MGLEDM P8 50K MVOLT WR UN BKSD PR7 AO SH	Mongoose LED Medium, P8 performance package, 5000K, 120-277 volts, Wide Roadway, Universal (round and square), Black super durable, 7 pin NEMA photocontrol receptacle (photocontrol not included), Field adjustable lumen output, Shorting cap	5	\$ 6063.15
	GRAND TOTAL:		\$ 48505.20


Guaranteed Delivery - # of days following notice of award: 3-4 Weeks ARO

Name of Vendor: City Electric Supply

Address: 1519 St. Paul Ave Gurnee IL 60031

Telephone No: 847-693-3600 Date: 1-24-22

Contact Person: Tom Wensil Date: 1-24-22

Authorized Signature:  Title: District Manager

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 Plain Rd Gurnee IL 60031
Contact Name and Phone Dave Zirbel 847-599-6800
Work Performed Supplied Street Lighting
Beginning and Ending dates of work (month and year): 04/18 - Current

Municipality Name Village of Volo
Municipality Address 500 Fish Lake Rd Volo IL 60073
Contact Name and Phone Jonathan Meyer 847-740-6982
Work Performed Supplied Street Lighting
Beginning and Ending dates of work (month and year): 01/18 - Current

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

I, Chris Machek (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: Cris Macdonald, District Manager
Name/Title


[Signature]
Signature

SUBSCRIBED AND SWORN to before
me this 24 day JAN, 2022

[Signature]
Notary Public 1313 SPOKE Hwy
GURNEE, IL 60031
Lake County IL



Village of Carol Stream
Interdepartmental Memorandum

TO: Robert Mellor, Village Manager
FROM: William N. Cleveland, Director of Engineering Services 
DATE: January 31, 2022
RE: Kuhn Road Bike Trail Right of Way Purchase

In October of 2021, the Village Board approved appraisals for the purchase of right-of-way to construct the Kuhn Road Bike Trail. This action also started the negotiation and acquisition process dictated by FHWA and IDOT policies for federally funded projects. Both property owners have been very receptive to the project and cooperative, accepting the appraisal amounts.

The Village Attorney has provided certification to IDOT (attached) and the Village may now purchase the property.

1. A check in the amount of \$9,600.00 can be made payable to:

Edward R. Smith and Debra J. Smith
4N230 Kuhn Road
Bartlett, IL 60133

2. A check in the amount of \$7,000.00 can be made payable to:

David L. Farley and Barbara A. Farley
1135 Sandhurst Lane
Carol Stream, IL 60188

Please note that the Village should hold the check until confirmation of recording and clear title from Wheatland Title Guaranty Company. A scanned copy of the check will be sent by Engineering Services to Santacruz Land Acquisitions for their records.

Engineering staff therefore, recommends that the purchases listed above be approved.

Cc: Jon Batek, Finance Director
Adam Frederick, Assistant Village Engineer
James Rhodes, Klein, Thorpe & Jenkins, Ltd.

Attachment

KTJ

KLEIN, THORPE AND JENKINS, LTD.
Attorneys at Law

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

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

7 Northpoint Drive
Streator, Illinois 61364-1159
T 815 672 3116 F 815 672 0738

January 25, 2022

www.ktjlaw.com

Route: Kuhn Road Bike Path
Section: Army Trail Road to Lies Road
County: DuPage
Job No.: R-91-016-15
Parcels: 0001 and 0002
LPA: Village of Carol Stream

Omolara Johnson
Bureau Chief of Land Acquisition
Illinois Department of Transportation
201 W. Center Court
Schaumburg, IL 60196-1096

Attention: Mark Somers
Bureau of Land Acquisition

Dear Mr. Somers:

We are the municipal attorneys who represent the Village of Carol Stream (the "Village"). There are a total of 2 parcels of right of way that are required to construct the above-referenced transportation improvement. I have reviewed the acquisition documents for the each Parcel to be acquired and present my findings as follows:

Parcel: 0001

1. The owner of record for this Parcel was Edward R. Smith and Debra J. Smith, husband and wife, as Tenants by the Entirety.
2. A warranty deed for the referenced Parcel and related documents were recorded or have been submitted for recording with the DuPage County Recorder of Deeds.
3. For any permanent acquisitions, a guarantee title insurance policy number has been ordered, for this parcel from Wheatland Title Guaranty Company and a copy will be forwarded to you as soon as it is obtained. The following exceptions appearing in the title commitment will remain for the following reasons:

Standard Exceptions:

1. – 5. The Village of Carol Stream will take title subject to the standard title exceptions.

Special Exceptions:

1. Mortgage to Mortgage Electronic Registration Systems, Inc., nominee for Homeward Residential Inc. to secure a note in the amount of \$217,200.00. It is our understanding

that IDOT will allow the acceptance of title without a partial release of this mortgage based upon the fact that the compensation for this acquisition was less than \$10,000.

2. The Village of Carol Stream will take subject to the easement shown on the Plat of Subdivision recorded March 29, 1973.
3. The Village of Carol Stream will take subject to the Drainage/Sanitary Sewer/Public Utility Easement Encroachment, recorded as document R2019-034118.

We certify that based upon the documents provided to us and the assurances received, the above-mentioned parcel of right of way has/have been secured, and that the interests acquired in such right of way are adequate for the transportation facility to be constructed thereon and that the Village of Carl Stream has acquired good title to said parcel, subject only to the exceptions as set forth above. Our fee negotiator has assured the Village that he has complied with Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the IDOT Division of Highways Land Acquisition Policies and Procedures, as applicable.

Parcel: 0002

1. The owner of record for this Parcel was David L. Farley and Barbara A. Farley, as Joint Tenants.
2. A warranty deed for the referenced Parcel and related documents were recorded or have been submitted for recording with the DuPage County Recorder of Deeds.
3. For any permanent acquisitions, a guarantee title insurance policy number has been ordered, for this parcel from Wheatland Title Guaranty Company and a copy will be forwarded to you as soon as it is obtained. The following exceptions appearing in the title commitment will remain for the following reasons:

Standard Exceptions:

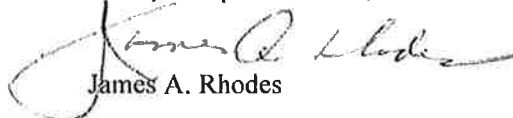
1. – 5. The Village of Carol Stream will take title subject to the standard title exceptions.

We certify that based upon the documents provided to us and the assurances received, the above-mentioned parcel of right of way has/have been secured, and that the interests acquired in such right of way are adequate for the transportation facility to be constructed thereon and that the Village of Carl Stream has acquired good title to said parcel, subject only to the standard exceptions as set forth above. Our fee negotiator has assured the Village that he has complied with Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the IDOT Division of Highways Land Acquisition Policies and Procedures, as applicable.

Please contact me if you require any additional information.

Sincerely,

Klein, Thorpe & Jenkins, Ltd.



James A. Rhodes

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Gregory R. Ulreich, Civil/Stormwater Engineer *GRU*

DATE: January 31, 2022

RE: Sanitary Sewer Extension – 250 N. Gary Ave.
Change Order No. 05 – Steel Casing under Gary Avenue credit
Summary of Change Orders, Final Payment and
Acceptance of Public Improvements

This memorandum requests authorization for Change Order No. 05, which is intended to be the final change order related to the subject contract. In addition, an accounting of all miscellaneous expenses incurred-to-date is provided. Finally, the public improvements are now satisfactorily completed and are ready for acceptance, so the final payment can be made and retainage of \$7,635.23 may be released.

As has been documented in previous memorandums, the subject project has incurred additional expenses due to differing site conditions caused by repairs to an unmarked water service line as well as the discovery of contaminated soils and an encounter with an unknown obstruction that blocked the casing pipe installation. In addition to the change orders with the prime contractor, Acqua Contractor's Corp., we paid several contractors directly to save on coordination and overhead costs. A brief explanation for each is provided below:

- American Backflow & Fire Prevention, Inc. (\$2,185.95): Emergency service and replacement of the backflow preventer for St. Andrew's Methodist Church that failed after the interruption to their water service.
- First Environmental Laboratories, Inc. (\$562.50): Laboratory used to test the samples of the contaminated groundwater that were collected by staff.
- Integrity Environmental Services, Inc. (\$4,920.00): Consultant used to develop the confined space entry permit and monitoring the atmosphere in the excavation. The original contract was a not-to-exceed \$10,000, but staff was able to minimize the total cost by monitoring the atmosphere with staff.
- Rubino Engineering, Inc. (\$3,966.80): Consultant used to test the contaminated soil, as well as perform an additional soil boring on the east side of Gary Avenue after the subcontractor was unable to advance the steel casing further.
- Superior Road Striping (\$3,500.00): DuPage County required the replacement of lane-line reflectors that were removed during Gary Avenue construction.
- Testing Service Corp. (\$2,060.00): DuPage County required Quality Assurance testing of the asphalt and concrete used for patching Gary Avenue.

The final change order (No. 05) is a credit to the Village proportional to the length of steel casing that was not installed as originally specified, as well as a credit for restoration of the church's parking lot entrance that was done under a separate contract with the Village's pavement patching contractor.

Therefore, Engineering recommends approval of Change Order No. 05, approval of a final payment in the amount of \$7,635.23 to Acqua Contractor's Corp., and acceptance of the public improvements for the Sanitary Sewer Extension – 250 N. Gary Ave. Project.

VENDOR	EXPENSE
Phase III Engineering Services (Strand Associates)	\$9,399.55
SUBTOTAL	\$9,399.55
Change Order No. 01 (Acqua Contractor's Corp.)	\$3,578.85
+ American Backflow & Fire Prevention, Inc.	\$2,185.95
SUB-TOTAL	\$6,014.80
Change Order No. 02 (Acqua Contractor's Corp.)	\$28,403.16
SUB-TOTAL	\$28,403.16
Change Order No. 03 (Acqua Contractor's Corp.)	\$46,279.47
+ First Environmental Laboratories, Inc.	\$562.50
+ Integrity Environmental Services, Inc.	\$4,920.00
+ Rubino Engineering, Inc.	\$3,966.80
SUB-TOTAL	\$55,728.77
Change Order No. 04 (Acqua Contractor's Corp.)	\$67,468.02
+ Superior Road Striping	\$3,500.00
+ Testing Service Corp.	\$2,060.00
SUB-TOTAL	\$79,028.02
Change Order No. 05 (Acqua Contractor's Corp.)	-\$18,000.00
SUB-TOTAL	-\$18,000.00
SUB-TOTAL	\$160,574.30
Original Contract Amount	\$356,000.00
TOTAL	\$516,574.30
Original Budget Amount	\$300,000.00
Repurposed Budget Amount*	\$50,000.00
Budget Overage Amount	+\$166,574.30
* \$50,000 for Manhole Rehabilitation (Deferred)	

cc: Phil Modaff, Public Works Director (via email)
Jon Batek, Finance Director

Attachments:

1. Change Order No. 05

CHANGE ORDER NO. 05

PROJECT: Sanitary Sewer Extension – 250 N Gary Ave DATE OF ISSUANCE:

OWNER: Village of Carol Stream

CONTRACTOR: Acqua Contractor's Corp.

You are directed to make the following changes in the Contract Documents:

Description: Reduce Contract Line Item No. 0004 "Auger Boring and Jacking" by \$16,500.00 and reduce Contract Line Item No. 0006 "Restoration – Entrances" by \$1,500.

Purpose of Change Order: Only 73 of the original contract length of 116 feet of steel casing was installed. The paving of the St. Andrews Methodist Church's entrance off of Blackhawk Drive was completed by the Village under a separate contract.

Attachments: • None


CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price:	\$ 356,000.00	Original Contract Time:	August 31, 2021
Previous Change Orders:	\$ 145,729.50	Change from previous Change Orders:	47 Calendar Days
Current Contract Price:	\$ 501,729.50	Current Contract Completion Date:	October 17, 2021
Net increase/(decrease) of this Change Order:	\$ (-18,000.00)	Net increase/(decrease) of this Change Order:	NONE
Contract Price with this Change Order:	\$ 483,729.50	Contract Completion Date w/ Change Order:	October 17, 2021

Pursuant to Public Act 85-1295, the circumstances which necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the change is germane to the original contract as signed, and is in the best interest of the Village.


RECOMMENDED:
Engineering Services Dept.

APPROVED:
Village of Carol Stream

ACCEPTED:


By: 
William Cleveland
Director of Engineering Services

By: _____
Robert Mellor
Village Manager

By: 
Name
Project Manager
Title

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Assistant Village Engineer
DATE: February 1, 2022
RE: 2021 Flexible Pavement Project – Final Payment, Balancing Change Order and Acceptance



Engineering has agreed to final quantities with the contractor and subcontractors and have received final waivers of lien.

This project was completed for \$1,947,354.96. It was \$45,738.02 (2.3%) under the contracted amount of \$1,993,092.98. The final contract cost is based on actual field measured quantities.

Project savings included sidewalk removal and replacement, base patching repairs and concrete curb replacement.

Engineering staff therefore recommends approval of the balancing change order, approval of final payment in the amount of \$233,294.03 be made to Brothers Asphalt Paving, Inc. and acceptance of the public improvements for the 2021 Flexible Pavement Project.

Cc: Bill Cleveland, Village Engineer
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Jesse Bahraini, Engineering Inspector
Jonathan Pawlowski, Engineering Technician

Attachments

CHANGE ORDER NO. 1 and Final

PROJECT: 2021 Flexible Pavement Project

DATE OF ISSUANCE: January 31, 2022

OWNER: Village of Carol Stream

CONTRACTOR: Brothers Asphalt Paving, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Balancing Change Order based on Final Quantities

Purpose of Change Order: Decrease contract amount

Attachments: Invoice No. 34991 Final Progress bill from Brothers Asphalt Paving, Inc.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price: \$ 1,993,092.98 Original Contract Time: February 8, 2022

Previous Change Orders: \$ 0 Change from previous Change Orders: None

Current Contract Price: \$ 1,993,092.98 Current Contract Time: February 8, 2022

Net increase/(decrease) of this Change Order: \$ (45,738.02) Net increase/(decrease) of this Change Order: None


Contract Price with this Change Order: \$ 1,947,354.96 Contract Time with this Change Order: February 8, 2022

Pursuant to Public Act 85-1295, the circumstances which necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the change is germane to the original contract as signed, and are in the best interest of the Village.


RECOMMENDED:
Engineering Services Dept.

APPROVED:
Village of Carol Stream

ACCEPTED:

By: 
William N. Cleveland
Director of Engineering Services

By: _____
Bob Mellor
Village Manager

By: 
Name Natalia Covella
President
Title

**Village of Carol Stream
INTERDEPARTMENTAL MEMO**

TO: Mayor & Trustees

R/m

FROM: Robert Mellor, Village Manager

DATE: January 31, 2022

RE: Authorization to Continue Participation in the Opioid Litigation Settlement

This past October, I had advised the Board of a notice from the Illinois Attorney General's Office of opioid litigation settlement against the three largest pharmaceutical distributors and that we had taken steps to "opt in" to the Settlements that would allow us to receive any settlement funds and to contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to the State of Illinois. The settlement agreements required municipalities to take affirmative steps to "opt in" to the settlements. If we did not "opt in," we would not receive any settlement funds and would not contribute to reaching the participation thresholds that would deliver the maximum amount of settlement funds to the State of Illinois. The IML advised that there appeared to be little reason for non-litigating municipalities to delay the decision to "opt-in."

As background on this litigation, the legislation passed last year granted considerable authority to the Illinois Attorney General (AG) in national opioid litigation cases. [Public Act \(P.A.\) 102-0085](#) provides that after July 9, 2021, units of local government must obtain the approval of the AG before filing any lawsuit seeking recovery against the settling defendants in national opioid litigation. [P.A. 102-0085](#) also provides that if the AG reaches an allocation agreement with the nine largest counties in Illinois, then the AG has the authority to appear or intervene in any opioid litigation brought by a unit of local government against any opioid defendants that are subject to a national multistate opioid settlement, and release with prejudice any claims that were pending on July 9, 2021. The Act preempts home rule authority.

The Act affects the settlement process in the cases brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (distributors) and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company, Johnson & Johnson (manufacturer).

In September 2021, the AG sent correspondence to municipalities regarding the distributors and manufacturer settlement agreements. Carol Stream received this correspondence from the AG. The correspondence included a unique claim number for Carol Stream.

The default provisions for distribution of funds in settlement agreements may be altered by a state allocation agreement. The allocation agreement for Illinois is being developed by the AG's office, but has not yet been made available for public review.

The settlement agreements require municipalities to take affirmative steps to “opt in” to the settlements. If we did not “opt in,” Carol Stream would not receive any settlement funds and would not contribute to reaching the participation thresholds that will deliver the maximum amount of settlement funds to the State of Illinois. Despite not having the terms of the state allocation agreement available for review, The Village Attorney and the IML advised that there was little reason for non-litigating municipalities (Carol Stream) to delay the decision to “opt-in.” Due to pending filing deadlines I had submitted our notice to opt in to these settlements.

The state of Illinois will be signing on to the settlement, making local governments eligible to participate. If the agreement is finalized nationwide, Illinois – if there is full participation by all local governments – will receive approximately \$790 million. Total amounts of the settlement for each municipality that participates in the settlement will depend on the number of communities that opt in to the program. A chart listing the projected settlement distributions for each participating municipality is included with this report. **I am requesting Village Board authorization to continue with this process to obtain the maximum settlement distribution for the State of Illinois and the Village of Carol Stream.**

National Opioids Settlement
P.O. Box 43196
Providence, RI 02940-3196



NPD

64



122810008167

Postal Service: Please do not mark barcode

NPD AI-981-754

Frank Saverino President

500 N Gary

Carol Stream, IL 60188

OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS
KWAME RAOUL
ATTORNEY GENERAL

TO LOCAL POLITICAL SUBDIVISIONS: IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT. SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE. THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. Illinois has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Illinois has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlement(s) to which your state has agreed. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented. This website will be supplemented as additional documents are created.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the national settlement website to register to receive in the coming weeks and months the documentation your subdivision will need to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted electronically through the website and must be executed using the "DocuSign" service. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

Your unique Subdivision Identification Number to use to register is: 3X3PA7

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocate abatement funds within the states. The allocation section of the national settlement website will be supplemented as more intra-state allocation arrangements are finalized.

In reviewing allocation information, please note that while all subdivisions may participate in the Settlements, not all subdivisions are eligible to receive direct payments. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties, cities, parishes, and other larger subdivisions in their communities.

You can find more information about your eligibility to receive, directly or indirectly, any of the funds allocated to your state should you elect to participate in the Settlements by visiting <https://nationalopioidsettlement.com/>. Please note that, Illinois may finalize a state-subdivision agreement. Should Illinois finalize such an agreement, your eligibility to receive funds directly or indirectly, and your allocation percentage, would be governed by such state-subdivision agreement and thus may change.

You may be contacted by the Attorney General's Office with additional information regarding the allocation of settlement funds in Illinois. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex, and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements, and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry;

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to "opt in" to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General's Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state, and we encourage you to discuss the terms and benefits of the Settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release, (where applicable) a model Resolution, and instructions on executing using DocuSign.

We urge you to view the national settlement website at your earliest convenience. Information and documents regarding the national Settlements and allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Please feel free to contact the Attorney General's Office via e-mail with any questions or comments at opioidsettlement@ilag.gov.

PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively “Janssen”). This virtual envelope contains a Participation Form including a release of claims. The Participation Form in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. If you have questions, please contact your counsel (if you have counsel on opioids matters) or the Illinois Attorney General’s Office at opioidsettlement@ilag.gov.

Settlement Participation Form

Governmental Entity: Carol Stream village	State: IL
Authorized Signatory: Robert Mellor	
Address 1: 500 N. Gary Avenue	
Address 2:	
City, State, Zip: Carol Stream Illinois 60188	
Phone: 630-871-6250	
Email: bmellor@carolstream.org	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: DocuSigned by:
Robert Mellor
800030000000400...

Name: Robert Mellor

Title: Village Manager

Date: 12/30/2021



PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively “Settling Distributors”). This virtual envelope contains a Participation Form including a release of claims. The Participation Form in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. If you have questions, please contact your counsel (if you have counsel on opioids matters) or the Illinois Attorney General’s Office at opioidsettlement@ilag.gov.

Settlement Participation Form

Governmental Entity: Carol Stream village	State: IL
Authorized Signatory: Robert Mellor	
Address 1: 500 N. Gary Avenue	
Address 2:	
City, State, Zip: Carol Stream	Illinois 60188
Phone: 630-871-6250	
Email: bmellor@carolstream.org	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

DocuSigned by:
Signature: Robert Mellor
00903C880DC3480...
Name: Robert Mellor
Title: Village Manager
Date: 1/20/2022



ILLINOIS OPIOID ALLOCATION AGREEMENT

This Agreement is entered into by and among the following Parties: (i) the People of the State of Illinois by Kwame Raoul, the Attorney General of the State of Illinois (the “Attorney General”); and (ii) Cook County, DuPage County, Kane County, Lake County, Madison County, McHenry County, St. Clair County, Will County, and Winnebago County (the “Original Participating Local Governments” or “Original-PLGs”).

WHEREAS, a number of the Original-PLGs are investigating and prosecuting their claims as detailed in a consolidated lawsuit currently pending in the Circuit Court of Cook County as case number 2017-L-013180 (the “OPLG-Lawsuit”), seeking (and intending to seek) penalties, restitution, disgorgement of revenues, and costs to remediate the public nuisance as well as damages against numerous pharmaceutical manufacturers, distributors, and other related persons and entities arising from their actions and/or inactions which contributed to the opioid epidemic and resulting public health crisis;

WHEREAS, the Attorney General is investigating and prosecuting claims, as detailed in lawsuits currently pending in the Circuit Court of Cook County as case numbers 2019-CH-04406 and 2019-CH-10481 (the “IAG-Lawsuits”), seeking (and intending to seek) penalties, restitution, disgorgement of revenues, and costs to remediate the public nuisance as well as injunctions against numerous pharmaceutical manufacturers, distributors, and other related persons and entities arising from their actions and/or inactions which contributed to the opioid epidemic and resulting public health crisis;

WHEREAS, the OPLG-Lawsuit includes claims brought in the name of the People of the State of Illinois under Section 7 of the Consumer Fraud and Deceptive Business Practices Act by multiple Original-PLGs (the “Section 7 Claims”);

WHEREAS, the Attorney General also asserts Section 7 claims on behalf of the People of the State of Illinois, which are currently pending, and has filed a motion, seeking to stay the OPLGs’ Section 7 claims while the Attorney General continues to investigate the opioid crisis and prosecute the IAG-Lawsuits. The OPLGs oppose the motion;

WHEREAS, the Parties desire to allow other local Illinois governmental units to join this Agreement in the future and to ensure the fair apportionment of all sums collected from any Opioid Defendant, as defined below, by way of judgment or settlement to best serve the People of the State of Illinois;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

- A. "Illinois Remediation Fund" means the escrow fund that will be established to hold certain monies distributed or directed to be distributed by the Attorney General into such fund pursuant to Section 3 of this Agreement which are directed for distribution by an agency of the State of Illinois and shall be exclusively used for programs and purposes that address Illinois' opioid crisis and its collateral damage, including but not limited to programs and grants that address the opioid epidemic through prevention, treatment, harm reduction and sustained recovery.
- B. "LGs" mean "Local Governmental Units" and includes all Illinois counties and municipalities.
- C. "LG Recovery Fund" means the escrow fund that will be established to hold certain monies distributed by the Attorney General into such fund pursuant to Section 3 of this Agreement, consisting of the LGs' share of any settlements or recoveries from Opioid Defendants.
- D. "LPLGs" means "Litigating Participating Local Governmental Units" and includes the OPLGs who filed a lawsuit on or before September 1, 2020, all LGs represented by OPLG-Counsel (regardless of whether such LGs appeared in a lawsuit) and Subsequent-PLGs, provided such Subsequent-PLGs filed their appearance in Opioid Litigation on or before September 1, 2020.
- E. "LPLG-Counsel" means law firms representing LPLGs who were retained to represent an LPLG in Opioid Litigation on or before September 1, 2020.
- F. "NP-LGs" means "Non-Participating Local Governmental Units" and includes all LGs which are not PLGs (defined below).
- G. "National Multistate Opioid Settlement" means any agreement to which (i) the State of Illinois and at least two other states are parties and (ii) in which the State of Illinois agrees to release claims that it has brought or could have brought in an action against an Opioid Defendant or has such claims released in a final order entered by a court. "National Multistate Opioid Settlement" includes (i) any form or resolution reached in a bankruptcy proceeding, provided that the Attorney General both agrees to the specific terms of such resolution or agreement in a bankruptcy proceeding and announces his or her agreement in the record of such bankruptcy proceeding, or (ii) a final order entered by the bankruptcy court.
- H. "OPLG-Counsel" means "Counsel for the Original Participating Local Governments" and includes the outside counsel who have executed fee agreements with the Original-PLGs and who were retained to represent the Original Participating Local Governments.

- I. “Opioid Defendant(s)” means: (i) any and all presently named or subsequently added defendants in the Opioid Litigation (defined below); and (ii) any other person or entity that, in return for a release from liability related to the Opioid Litigation, makes a payment directly or indirectly to the State of Illinois or to any PLG. For purposes of clarity, this Agreement shall not apply to any settlement or judgment involving McKinsey or Insys nor shall it apply to any settlement or judgment involving an Opioid Defendant for any claim or other matters unrelated to the opioid epidemic and resulting public health crisis.
- J. “Opioid Litigation” means: (i) the OPLG-Lawsuit, (ii) the IAG-Lawsuits, and (iii) any judgment or settlement resolving civil claims brought by or that could have been brought by the PLGs or the Attorney General relating to the opioid epidemic and resulting public health crisis. For purposes of clarity, Medicaid Fraud qui tam claims are not included in the definition of “Opioid Litigation” and are not subject to this Agreement.
- K. “Original-PLGs” means “Original Participating Local Governments” and includes the following local Illinois governmental units: Cook County; DuPage County; Kane County; Lake County; Madison County; McHenry County; St. Clair County; Will County; and Winnebago County.
- L. “PLGs” means “Participating Local Governments” and includes the Original-PLGs and the Subsequent-PLGs (defined below).
- M. “Subsequent-PLGs” means Local Governmental Units, other than Original-PLGs, which (i) execute a Joinder Agreement in the form attached as **Exhibit D** no later than January 2, 2022, in order to maximize recovery for the State of Illinois under such National Multistate Opioid Settlement unless granted a lengthier period of time to join this agreement by the Attorney General, and (ii) provide the Attorney General written notice and evidence of such execution within 2 business days thereafter.

2. Litigation and Resolutions

- A. The Attorney General has filed in the OPLG-Lawsuit a Notice to Exercise the Right to Prosecute Litigation Brought in the Name of the People of the State of Illinois and Motion to Stay. Any PLG that has brought a claim that purports to be on behalf of the People of the State of Illinois will agree to the entry of an Agreed Order or filed Stipulation: (i) staying their claims brought in the name of the State of Illinois pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act and the Illinois Uniform Deceptive Trade Practices Act and any other claims purported to be brought on behalf of the People of the State of Illinois; and, (ii) subject to the terms of Section 2(B) below, which provides that LPLGs may, in their discretion, continue to prosecute their remaining causes of action.
- B. LPLGs may, in their discretion, continue to prosecute their remaining claims (other than the claims stayed by operation of the foregoing paragraph) unless and until the

Attorney General notifies LPLG-Counsel that Illinois has reached a settlement with one or more of the Opioid Defendants that requires the release of the PLGs' claims against such settling Opioid Defendant(s). In such event, the LPLGs, including any LPLG's respective State's Attorneys, shall release all of their claims against such settling Opioid Defendant(s) in accordance with the terms of the settlement agreement negotiated by the Attorney General, provided that any recovery from such settling Opioid Defendant(s) shall be distributed by the Attorney General in accordance with the terms of Section 3 of this Agreement.

- C. If the Attorney General notifies the PLGs that Illinois has reached a settlement with one or more of the Opioid Defendants that requires the release of the PLGs' claims against such settling Opioid Defendant(s), the PLGs, including any PLG's respective State's Attorneys, shall release all of their claims against such settling Opioid Defendant(s) in accordance with the terms of the settlement agreement negotiated by the Attorney General. Any recovery from such settling Opioid Defendant(s) shall be distributed by the Attorney General in accordance with the terms of Section 3 of this Agreement.

3. **Distribution of Settlements or other Recoveries**

- A. Any sums collected related to Opioid Litigation by the Attorney General from any Opioid Defendant by way of judgment or settlement in a National Multistate Opioid Settlement shall be distributed as follows to ensure, among other things, that 70% of all such judgment or settlement proceeds are used to support specified opioid remediation or abatement programs:

- a. Twenty percent (20.0%) shall be distributed to the State of Illinois, at least one-quarter (1/4th) of which shall be used to support opioid remediation programs included in the list of Approved Abatement Programs attached as **Exhibit B**. The State shall track and report all spending used to support opioid remediation programs.

- b. (i) Fifteen percent (15%) shall be distributed into the LG Recovery Fund and shall be allocated in accordance with the percentages set forth in the Municipalities and Townships Allocation Table attached hereto as **Exhibit A-1** to (1) municipalities and townships who are PLGs and who have filed a lawsuit against an Opioid Defendant by September 1, 2020, and (2) municipalities who are PLGs with a population of at least 30,000 according to the 2019 United States Census Population Estimate whether or not they have filed a lawsuit against an Opioid Defendant. Any amount remaining in the LG Recovery Fund following this distribution shall be allocated among counties who are PLGs in accordance with the percentages set forth in the Counties Allocation Table attached hereto as **Exhibit A-2**.

- (ii) In addition to any amounts remaining following the allocation in paragraph 3(A)(b)(i) of this agreement, Ten percent (10%) shall be distributed into the LG Recovery Fund to be allocated among counties who are PLGs in accordance with the procedures set forth in **Exhibit A-2** of this Agreement. Counties who receive an

allocation from this portion of the LG Recovery Fund are obligated to use such distributions to support opioid remediation programs in their community through uses included in the list of Approved Abatement Programs attached as Exhibit B. Each LG receiving an allocation from this portion of the LG Recovery Fund shall track and quarterly report to the Attorney General all monies spent to support opioid remediation programs.

- c. Fifty-Five Percent (55%) shall be distributed into the Illinois Remediation Fund. A Remediation Fund Advisory Board shall be appointed to provide nonbinding recommendations regarding the administration and distribution of the Illinois Remediation Fund. The Remediation Fund Advisory Board, when making recommendations, will seek to ensure an equitable allocation of resources to all parts of the state, taking into consideration population as well as other factors relevant to opioid abatement, including rates of Opioid Use Disorder, Overdose Deaths, and amounts of opioids shipped into each region as measured in Morphine Milligram Equivalents. All funds disbursed from the Remediation Fund shall go to support uses included in the list of Approved Abatement Programs attached as Exhibit B. In addition, funds disbursed from the Remediation Fund shall go to support abatement uses that provide services in each of the seven regions identified in Exhibit C, with the allocation of resources being equitable across regions, taking into consideration population as well as other factors relevant to opioid abatement, including rates of Opioid Use Disorder, Overdose Deaths, and amounts of opioids shipped into each region as measured in Morphine Milligram Equivalents. The Attorney General or his delegate shall appoint the members of the Remediation Fund Advisory Board at his sole discretion, provided that at least one half (1/2) of the voting members of the Advisory Board shall be representatives of the PLGs as determined by the PLGs.
- B. Any sums collected related to Opioid Litigation by a PLG from any Opioid Defendant by way of judgment or settlement shall be turned over to the Attorney General for distribution pursuant to this Section 3.
- C. Funds allocated to LGs or LPLG-Counsel under Exhibit R (Agreement on Attorney's Fees, Expenses, & Costs) of the Distributor Settlement Agreement and the Janssen Settlement Agreement, or to the State under Exhibit N (Additional Restitution Amount) or Exhibit T (Agreement on the State Cost Fund Administration) of those settlement agreements shall be in addition to the allocations set forth in paragraph 3 of this Agreement and are not subject to the allocations in this Agreement. Funds allocated pursuant to provisions which are substantially similar in any subsequent settlement shall not be subject to the allocations in this Agreement.

4. Miscellaneous

- A. Each PLG agrees to take all necessary actions and to cooperate with each other to cause this Agreement to become effective, to obtain all necessary approvals, consents, and authorizations, if any, and to execute all documents, including any necessary sign-on forms


that may be required in connection with any National Multistate Opioid Settlement, and to take such other action as may be appropriate in connection herewith.

- B. This Agreement may be executed in counterparts, each of which shall constitute one and the same document. The Parties acknowledge that facsimile or electronically transmitted signatures shall be valid for all purposes.
- C. The State of Illinois shall not be responsible for any attorney's fees or expenses payable by an LG to LPLG-Counsel or any other legal counsel and payment of all attorney's fees and expenses to LPLG-Counsel or any other legal counsel shall be made in accordance with the provisions of Exhibit A (the Administration of the LG Recovery Fund) and Exhibit A-3 (the Back-Stop Agreement).
- D. This Agreement shall be enforceable only upon execution by the Attorney General.
- E. All expenditures made by the State or LGs from funds allocated under this Agreement must comply with the provisions of applicable Settlement Agreements.
- F. Other provisions of this Agreement notwithstanding, all funds received from *In Re: Purdue Pharma L.P., et al., 19-23649 (RDD)*, shall be used only for permissible abatement purposes.
- G. This Agreement shall be considered an "intrastate allocation agreement" as that term is used in 735 ILCS 5/13-226(b)(2) and (d).
- H. This Agreement shall be considered a "Statewide Abatement Agreement" for purposes of *In Re: Purdue Pharma, L.P., et al., 19-23649*, and a "State-Subdivision Agreement" for purposes of the Distributor and Janssen Settlement Agreements.
- I. Backstop Agreement
 - a. An LPLG, in accordance with paragraph D in Exhibit A relating to Administration of the LG Recovery Fund, may separately agree to use its share of the LG Recovery Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Backstop Agreement") so long as such contingency fees do not exceed a total contingency fee of 25% of the total gross recovery of the PLG, inclusive of contingency fees from any Multistate Attorney Contingency Fee Fund and the State Backstop Agreement.
 - b. Before seeking fees or litigation costs and expenses from a State Backstop Agreement, private counsel representing a LPLG must first seek contingency fees and costs from any Attorney Contingency Fee Fund or Cost Funds created under a National Opioid Multistate Settlement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.
 - c. To effectuate a State Backstop Agreement pursuant to this section, an agreement in the form of Exhibit A-3 may be entered into by a LPLG, private counsel, and the Attorney General. The Attorney General shall, upon the request of a LPLG, execute any

agreement executed by a LPLG and its private counsel if it is in the form of Exhibit A-3. For the avoidance of doubt, this section does not require a LPLG to request or enter into a State Backstop Agreement, and no State Backstop Agreement shall impose any duty or obligation on the State of Illinois or any of its agencies or officers, including without limitation the Attorney General.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their representatives as of the dates set forth below

SIGNATURE PAGES FOLLOW



KWAME RAOUL
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

12/30/2021

Date

KIMBERLY M. FOXX
As State's Attorney of Cook County and on behalf of Cook County

Date

ROBERT B. BERLIN
As State's Attorney of DuPage County and on behalf of DuPage County

Date

JAMIE L. MOSSER
As State's Attorney of Kane County and on behalf of Kane County

Date

ERIC RINEHART
As State's Attorney of Lake County and on behalf of Lake County

Date

PATRICK D. KENNEALLY
As State's Attorney of McHenry County and on behalf of McHenry County

Date

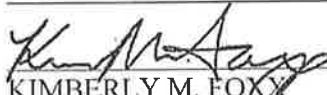
TOM HAINE
As State's Attorney of Madison County and on behalf of Madison County

Date

JAMES GOMRIC
As State's Attorney of St. Clair County and on behalf of St. Clair County

Date

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

 12/22/2021

KIMBERLY M. FOXY Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

KWAME RAOUL
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

Date

KIMBERLY M. FOXX
As State's Attorney of Cook County and on behalf of Cook County

Date


ROBERT B. BERLIN

12/15/2021

Date

As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER
As State's Attorney of Kane County and on behalf of Kane County

Date

ERIC RINEHART
As State's Attorney of Lake County and on behalf of Lake County

Date

PATRICK D. KENNEALLY
As State's Attorney of McHenry County and on behalf of McHenry County

Date

TOM HAINE
As State's Attorney of Madison County and on behalf of Madison County

Date

JAMES GOMRIC
As State's Attorney of St. Clair County and on behalf of St. Clair County

Date

KWAME RAOUL
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

Date

KIMBERLY M. FOXX
As State's Attorney of Cook County and on behalf of Cook County

Date

ROBERT B. BERLIN
As State's Attorney of DuPage County and on behalf of DuPage County

Date

Jamie L. Mosser
JAMIE L. MOSSER
As State's Attorney of Kane County and on behalf of Kane County

12/22/2021

Date

ERIC RINEHART
As State's Attorney of Lake County and on behalf of Lake County

Date

PATRICK D. KENNEALLY
As State's Attorney of McHenry County and on behalf of McHenry County

Date

TOM HAINE
As State's Attorney of Madison County and on behalf of Madison County

Date

JAMES GOMRIC
As State's Attorney of St. Clair County and on behalf of St. Clair County


Date

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

 12.13.21

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

 12/17/21
PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINEHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

 Dec. 20, 2021
TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County

KWAME RAOUL Date
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

KIMBERLY M. FOXX Date
As State's Attorney of Cook County and on behalf of Cook County

ROBERT B. BERLIN Date
As State's Attorney of DuPage County and on behalf of DuPage County

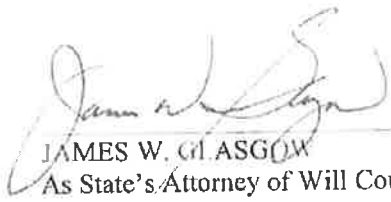
JAMIE L. MOSSER Date
As State's Attorney of Kane County and on behalf of Kane County

ERIC RINBHART Date
As State's Attorney of Lake County and on behalf of Lake County

PATRICK D. KENNEALLY Date
As State's Attorney of McHenry County and on behalf of McHenry County

TOM HAINE Date
As State's Attorney of Madison County and on behalf of Madison County

JAMES GOMRIC Date
As State's Attorney of St. Clair County and on behalf of St. Clair County



JAMES W. GLASGOW

DECEMBER 17, 2021

Date

As State's Attorney of Will County and on behalf of Will County

J. HANLEY

Date

As State's Attorney of Winnebago County and on behalf of Winnebago County

JAMES W. GLASGOW Date
As State's Attorney of Will County and on behalf of Will County


 12/17/2021
Date
J. HANLEY
As State's Attorney of Winnebago County and on behalf of Winnebago County

EXHIBIT A TO ILLINOIS OPIOID ALLOCATION AGREEMENT

ADMINISTRATION OF THE LG RECOVERY FUND

Each Original-PLG who executed the Illinois Opioid Allocation Agreement and any Subsequent-PLG who executed the Joinder to the Illinois Opioid Allocation Agreement acknowledges and agrees that all sums deposited by the Attorney General into the LG Recovery Fund shall be administered as follows:

- A. A Special Master shall be nominated by the majority of PLG votes, with each County PLG with a population of ten thousand or more residents and each other PLG with a population of thirty thousand or more residents receiving one vote for each ten thousand residents within its jurisdictional borders based upon the 2019 United States Census Population Estimate. The Special Master shall be nominated within sixty (60) days of the initial funding of the LG Recovery Fund. The person so nominated shall not be appointed Special Master unless he or she receives the written approval of the Attorney General. If the Attorney General does not approve the nomination, then the process shall repeat and the PLGs shall nominate another person to be Special Master, until a nomination is approved by the Attorney General. Such subsequent nomination shall occur within 30 days of the Attorney General declining to give written approval of the initially nominated Special Master.
- B. All costs associated with the work of the Special Master shall be paid from funds in the LG Recovery Fund prior to any distribution to counties that are PLGs or their counsel.
- C. The Special Master shall direct the Settlement Administrator and administer the LG Recovery Fund to ensure that all distributions from the LG Recovery Fund to PLGs shall be made in accordance with the relative percentages set forth in Exhibit A-1 and Exhibit A-2, except that any distribution to any county who is a Non-Participating Local Governmental Unit (the "NP-LGs") shall be discounted by two-fifths (2/5) and such discounted amount shall be added to the pool of distributions payable to the Participating Local Governmental Units (the "PLGs") in accordance with the same percentages set forth in Exhibit A-2.
- D. For any National Opioid Multistate Settlement with an Opioid Defendant, each such LPLG authorizes and agrees that the Special Master shall direct the Settlement Administrator to pay their LPLG-Counsel from its individual distributions from the LG Recovery Fund in accordance with the fee agreements entered into between the LPLG and LPLG-Counsel.
- E. For any National Opioid Multistate Settlement for which the Attorney General requests PLGs release their claims, the Special Master shall have the discretion to assess common benefit attorneys' fees against distributions made to any county which is a PLG and which is not represented by LPLG-Counsel, provided any such common benefit attorneys' fees, if any, shall be assessed on no more than forty percent (40.0%) of the total distribution made to any county PLG not represented by LPLG-Counsel, and under no circumstances shall the common benefit fee assessed by the Special Master exceed 25%. The Special Master shall be given broad discretion to assess and apportion common benefit attorneys' fees and, absent fraud or gross misconduct, the decisions of the Special Master shall be final, binding, and not appealable. For the avoidance of doubt, nothing in this section requires the recovery by LPLG-Counsel of money in excess of their fee agreements if LPLG-Counsel receive payments from a national attorneys' fees fund or otherwise not directly from the LG Recovery Fund. In the event that a common benefit fee is assessed against a county PLG not represented by LPLG-

Counsel, the Special Master is directed to notify the Settlement Administrator of any such assessment.

EXHIBIT A-1 TO ILLINOIS OPIOID ALLOCATION AGREEMENT
MUNICIPALITIES AND TOWNSHIPS ALLOCATION TABLE

EXHIBIT A-2 TO ILLINOIS OPIOID ALLOCATION AGREEMENT
COUNTIES ALLOCATION TABLE

EXHIBIT A-3 TO ILLINOIS OPIOID ALLOCATION AGREEMENT

BACK-STOP AGREEMENT

At the request of [LPLG], the [LPLG], its counsel [COUNSEL], and the Attorney General are entering into this Backstop Agreement (Backstop Agreement).

The Parties acknowledge that this Agreement will apply to all National Multistate Opioid Settlement agreements which establish a multistate fund for the payment of attorney's fees and expenses (a "Multistate Contingency Fee Fund") but that payments to LPLG-Counsel from such funds will not be sufficient to pay the entirety of the fees and expenses incurred by contingency-fee counsel who have been retained by LPLGs. Therefore, consistent with Exhibit R, section I(R) of the National Multistate Opioid Settlement agreement entered into between three pharmaceutical distributors, namely, McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the "Distributor Settlement Agreement"), the Parties agree to this Backstop Agreement.

Pursuant to this Backstop Agreement, [LPLG] may, subject to the limitations of any National Multistate Opioid Settlement, as well as any other limitations imposed by law, use funds that it receives from a National Multistate Opioid Settlement to pay a contingent fee to [COUNSEL]. Any such payment from [LPLG] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the Multistate Contingency Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 25%] of the total gross recovery of [LPLG] from the LG Recovery Fund in a National Multistate Opioid Settlement.

[COUNSEL] certify that they first sought fees and costs from the Multistate Contingency Fee Fund before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this Backstop Agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Backstop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the Attorney General nor the State of Illinois have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [LPLG], [COUNSEL], or any other party.

KWAME RAOUL
ILLINOIS ATTORNEY GENERAL
On behalf of the STATE OF ILLINOIS

Date

[LPLG]

Date

[COUNSEL]

Date

EXHIBIT B TO ILLINOIS OPIOID ALLOCATION AGREEMENT

APPROVED ABATEMENT PROGRAMS

EXHIBIT C TO ILLINOIS OPIOID ALLOCATION AGREEMENT

ILLINOIS ABATEMENT FUND-SEVEN SERVICE REGIONS



EXHIBIT D TO ILLINOIS OPIOID ALLOCATION AGREEMENT

JOINDER AGREEMENT

Reference is made to that Agreement attached hereto as **Exhibit 1** to this Joinder Agreement between the People of the State of Illinois and the Original-PLGs, namely: Cook County; DuPage County; Kane County; Madison County; McHenry County; Lake County; St. Clair County; Will County; and Winnebago County (the “Illinois Opioid Allocation Agreement”).

WHEREAS, the State of Illinois and the Original-PLGs entered into the Illinois Opioid Allocation Agreement to pursue their common interests and to maximize the benefits obtained for their constituents with respect to their claims against the persons and entities responsible for the opioid crisis which has ravaged Illinois communities.

WHEREAS, Illinois and the Original-PLGs have agreed to allow additional counties and municipalities to join and participate in the Illinois Opioid Allocation Agreement (such additional counties and municipalities are referred to as “Subsequent-PLGs” in the Illinois Opioid Allocation Agreement) by executing this Joinder to the Illinois Opioid Allocation Agreement and thereby become a Participating Local Government (a “PLG” as defined in the Illinois Opioid Allocation Agreement) entitled to share in the expected benefits to be derived therefrom.

NOW THEREFORE, the undersigned municipality/county hereby agrees to become a party to and be bound by and subject to the terms and conditions of the Illinois Opioid Allocation Agreement as well as to the terms and conditions of the Exhibits attached thereto which govern the administration and distribution of the LG Recovery Fund, as defined in the Illinois Opioid Allocation Agreement, amongst Illinois counties and municipalities (“LGs” as defined in the Illinois Opioid Allocation Agreement).

Dated: _____, 2021

LOCAL GOVERNMENTAL UNIT

By: _____
Its authorized representative

EXHIBIT 1 TO JOINDER AGREEMENT
COPY OF ILLINOIS OPIOID ALLOCATION AGREEMENT

EXHIBIT A-1

**State of Illinois
Qualifying Municipality
Exhibit G Allocation Percentages**

Qualifying Subdivision	Distributors Exhibit G Percentage
Addison Village	0.1789163143%
Algonquin Village	0.1102023571%
Anna City	0.0351784549%
Arlington Heights Village	0.2647476580%
Aurora City	1.1285112946%
Bartlett Village	0.1012637420%
Bedford Park Village	0.0908134228%
Belleville City	0.2800912041%
Bellwood Village	0.0636018022%
Bensenville Village	0.0698164453%
Benton City	0.0648747331%
Berkeley Village	0.0152507249%
Berwyn City	0.2349799824%
Bloomington City	0.4210280112%
Bolingbrook Village	0.3965448276%
Bridgeview Village	0.0500143261%
Broadview Village	0.0576947589%
Buffalo Grove Village	0.2068406914%
Burbank City	0.0690685990%
Calumet City	0.0970812870%
Carbondale City	0.1954958522%
Carol Stream Village	0.1407965379%
Carpentersville Village	0.1363950647%
Champaign City	0.4052254107%
Chicago City	15.6332843102%
Chicago Heights City	0.1217857439%
Chicago Ridge Village	0.0524909103%
Cicero Town	0.2786347507%
Countryside City	0.0301223625%
Crystal Lake City	0.3158354713%
Danville City	0.2559565285%
Decatur City	0.4645929351%
Dekalb City	0.1798256279%
Des Plaines City	0.2324422843%
Dolton Village	0.0603302846%

EXHIBIT A-1

**State of Illinois
Qualifying Municipality
Exhibit G Allocation Percentages**

Downers Grove Village	0.3224473331%
Elgin City	0.5305768766%
Elk Grove Village	0.1757993182%
Elmhurst City	0.2577623917%
Evanston City	0.2696457560%
Evergreen Park Village	0.0597799426%
Forest Park Village	0.0453425079%
Franklin Park Village	0.0785284649%
Galesburg City	0.1473738962%
Glendale Heights Village	0.0836866697%
Glenview Village	0.1572220054%
Granite City	0.4907786518%
Gurnee Village	0.2256865903%
Hanover Park Village	0.1439424898%
Harrisburg City	0.1363861795%
Harvey City	0.0542520318%
Harwood Heights Village	0.0264961580%
Herrin City	0.1579067080%
Hillside Village	0.0587648633%
Hodgkins Village	0.0232613539%
Hoffman Estates Village	0.1751755942%
Joliet City	0.8239848961%
Kankakee City	0.3012693137%
La Grange Park Village	0.0306665705%
Lombard Village	0.2672806655%
Lyons Township	0.0242947899%
Lyons Village	0.0362495516%
Marion City	0.3397669146%
Maywood Village	0.0867531057%
McCook Village	0.0198186268%
Melrose Park Village	0.1186181878%
Merrionette Park Village	0.0076009169%
Metropolis City	0.0947332002%
Moline City	0.2352551083%
Mount Prospect Village	0.1704792853%
Mundelein Village	0.1639685886%
Naperville City	0.7685669619%
Normal Town	0.2474856274%
North Riverside Village	0.0551815063%
Northbrook Village	0.1427173226%

EXHIBIT A-1

**State of Illinois
Qualifying Municipality
Exhibit G Allocation Percentages**

Northlake City	0.0381023667%
Oak Lawn Village	0.1589709041%
Oak Park Village	0.2093093375%
Orland Park Village	0.1051852784%
Oswego Village	0.1197866160%
Palatine Village	0.2160969641%
Palos Heights City	0.0290094105%
Palos Hills City	0.0251753281%
Park Ridge City	0.1116349061%
Pekin City	0.3387071386%
Peoria City	1.0471081247%
Plainfield Village	0.1401767830%
Posen Village	0.0146759373%
Princeton City	0.2434249044%
Quincy City	0.2800247680%
River Forest Village	0.0488586169%
River Grove Village	0.0284407118%
Riverside Village	0.0269914748%
Rock Island City	0.2048536960%
Rockford City	1.8636718830%
Romeoville Village	0.2124235372%
Schaumburg Village	0.2968023515%
Schiller Park Village	0.0601957886%
Sesser City	0.0116834244%
Skokie Village	0.1964801264%
Springfield City	0.9971442684%
St. Charles City	0.2062203953%
Stone Park Village	0.0241358032%
Streamwood Village	0.0878171213%
Streator City	0.1400665973%
Summit Village	0.0312780717%
Tinley Park Village	0.1419492253%
Urbana City	0.2112740522%
Waukegan City	0.4111769252%
West Frankfort City	0.1255886605%
Wheaton City	0.2463124635%
Wheeling Village	0.1229353643%
Woodridge Village	0.1148193756%

EXHIBIT A-2

**State of Illinois
Counties Only Percentages**

Qualifying Subdivision	Counties Only Percentage
Adams County	0.5325627744%
Alexander County	0.0431846002%
Bond County	0.1313618076%
Boone County	0.3993006496%
Brown County	0.0455436631%
Bureau County	0.2675493675%
Calhoun County	0.0374496996%
Carroll County	0.1059047501%
Cass County	0.0902574340%
Champaign County	1.5953670185%
Christian County	0.2717469407%
Clark County	0.1346384837%
Clay County	0.1009205688%
Clinton County	0.2710071787%
Coles County	0.3899340741%
Cook County	39.7070170529%
Crawford County	0.1502157232%
Cumberland County	0.0765804365%
De Witt County	0.1343763530%
Dekalb County	0.7648068692%
Douglas County	0.1396209979%
Dupage County	6.9961301825%
Edgar County	0.1369536821%
Edwards County	0.0557876634%
Effingham County	0.2745921107%
Fayette County	0.1730292191%
Ford County	0.1050766592%
Franklin County	0.3753293914%
Fulton County	0.2857420449%
Gallatin County	0.0461748227%
Greene County	0.1120932638%
Grundy County	0.4447604831%
Hamilton County	0.0586888564%
Hancock County	0.1237654700%
Hardin County	0.0525232340%
Henderson County	0.0468231560%

EXHIBIT A-2

**State of Illinois
Counties Only Percentages**

Henry County	0.3631064984%
Iroquois County	0.2340046386%
Jackson County	0.4766842676%
Jasper County	0.0729264789%
Jefferson County	0.3076865268%
Jersey County	0.2029662011%
Jo Daviess County	0.1594100240%
Johnson County	0.0934835787%
Kane County	3.7592516293%
Kankakee County	0.8907176656%
Kendall County	0.9152447008%
Knox County	0.4095413266%
Lake County	5.4323006331%
Lasalle County	1.0382633595%
Lawrence County	0.1362169504%
Lee County	0.2713491451%
Livingston County	0.3277646387%
Logan County	0.2230314720%
Macon County	0.8339920017%
Macoupin County	0.3637461000%
Madison County	2.5601663484%
Marion County	0.3444624326%
Marshall County	0.0878603767%
Mason County	0.1123492816%
Massac County	0.1236043365%
McDonough County	0.2216295193%
McHenry County	2.3995936239%
McLean County	1.3208345544%
Menard County	0.0917783576%
Mercer County	0.1144419910%
Monroe County	0.2714501969%
Montgomery County	0.2342865810%
Morgan County	0.2708645052%
Moultrie County	0.1003140855%
Ogle County	0.3811415242%
Peoria County	1.5640744904%
Perry County	0.1751336763%
Piatt County	0.1214359333%
Pike County	0.1155220743%
Pope County	0.0347091515%
Pulaski County	0.0404416607%

EXHIBIT A-2

**State of Illinois
Counties Only Percentages**

Putnam County	0.0452090528%
Randolph County	0.2879823727%
Richland County	0.1208518975%
Rock Island County	1.0782047657%
Saline County	0.2659477915%
Sangamon County	1.5850818631%
Schuyler County	0.0485294910%
Scott County	0.0349810216%
Shelby County	0.1586806535%
St Clair County	2.1366773448%
Stark County	0.0381570939%
Stephenson County	0.3550412743%
Tazewell County	1.1033013785%
Union County	0.1447352927%
Vermilion County	0.6907560341%
Wabash County	0.0923901750%
Warren County	0.1239679440%
Washington County	0.1076671021%
Wayne County	0.1225391595%
White County	0.1115911540%
Whiteside County	0.4275606484%
Will County	5.3461509816%
Williamson County	0.6715468751%
Winnebago County	2.7201669312%
Woodford County	0.3076824807%

EXHIBIT B

**APPROVED ABATEMENT
PROGRAMS**

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

Priority shall be given to the following core abatement strategies (“*Core Strategies*”).

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.
-

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

As used in this Schedule, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARF*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
 7. Increasing electronic prescribing to prevent diversion or forgery.
 8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



Carol Stream Police Department Memorandum

TO: Chief William Holmer

FROM: Deputy Chief John Jungers

JJ #13

DATE: 01/18/2022

RE: **Squad Car Purchase**

*Wm Holmer
02-02-2022*

BACKGROUND

The Police Department requests approval to order eight (8) Dodge Durango Police vehicles as part of the Southwest Conference of Mayors Purchasing Co-op.

The Police Department works with the Public Works Department to regularly evaluate the Police Department fleet. Factors such as age, mileage, repair history, safety, and general condition are considered when deciding when to replace a vehicle. As part of the planned vehicle replacement schedule, there are twelve cars scheduled for replacement within the current fiscal year and the next fiscal year. Most of these cars are police service vehicles used in the patrol division.

ISSUE

Largely due to the pandemic, there has been a shortage of available police vehicles for purchase. This has extended the life cycle of many of our fleet vehicles beyond their service life causing additional downtime and a sharp rise in repair costs. Specifically, we have been unable to replace marked police cars which are due for replacement in this current fiscal year because there are very few cars available. Compounding the issue is the fact that, as with the entire vehicle market, the shortage has caused a sharp increase in the cost of vehicles.

The Department has been in contact with a car dealer from which we purchase vehicles and we have been informed that they expect arrival of a large order in May or June. To ensure that we can take possession of vehicles from this order, we need to provide a purchase order to the dealership. The Police Department is requesting authorization to order eight (8) Dodge Durango Police vehicles – two are scheduled for replacement in the current fiscal year, and 6 are scheduled for replacement next fiscal year. We do not anticipate delivery of these vehicles until May or June. However, it is important to provide the pre-authorization for the purchase to ensure that the dealership holds these cars for us.



Carol Stream Police Department Memorandum

RECOMMENDATION

I am requesting this information be forwarded to the Village Board with a recommendation for pre-authorization of a purchase order for eight (8) Dodge Durango Police vehicles to be purchased from Thomas Dodge Chrysler Jeep of Highland, Indiana at a cost of \$37,135 each, with a total cost of \$297,080. Thomas Dodge participates in the Southwest Conference of Mayors Purchasing Cooperative which provides us the opportunity to take advantage of the large quantity buying power similar to the State of Illinois purchasing contract. Funding for these vehicles is accounted for in the equipment replacement fund.

Thomas Dodge Chrysler Jeep of Highland, Inc.
 9604 Indianapolis Blvd
 Highland, IN 46322

Carol Stream Police Department
 500 N Gary Ave
 Carol Stream, IL 60188

Quote

Date	Order #
1/6/2022	52432788-95

Make/Model	Year
Dodge Durango Pursuit AWD	2022

We are pleased to offer you the following price quote through the SCM Joint Purchasing Co-Op:

Customer Phone	Customer Email		Attn:		
(630) 668-2167	jjungers@carolstream.org		Deputy Chief John Jungers		
Item	Qty	Description	MSRP	Ext. Price	Total
WDEE75	8	Dodge Durango Pursuit AWD V6	\$39,235.00	\$34,367.00	\$274,936.00
22Z	8	5.7L V8 HEMI Upgrade	\$2,995.00	\$2,610.00	\$20,880.00
PXJ	8	DB Black Clear Coat	N/C	N/C	\$0.00
CW6	8	Deactivate Rear Doors & Windows	\$75.00	\$68.00	\$544.00
XCS	8	4 Additional Key Fobs (8 Total Fobs)	\$100.00	\$90.00	\$720.00
			Total	\$297,080.00	
Phone	Contact Email		Contact		
(708) 403-8801	nicholasp@thomasautogroup.com		Nick Pash		





Carol Stream Police Department Memorandum

TO: Chief William Holmer
FROM: Deputy Chief John Jungers *CAJ *6*
DATE: 02/02/2022
RE: **Squad Car Purchase**

*William Holmer
02-02-2022*

BACKGROUND

The Police Department Requests approval to purchase one (1) Ford Explorer Police Interceptor Utility Vehicle from SAE Customs.

The Police Department works with the Public Works Department to regularly evaluate the Police Department fleet. Factors such as age, mileage, repair history, safety, and general condition are considered when deciding when to replace a vehicle. As part of the planned vehicle replacement schedule, there are 4 cars scheduled for replacement within the current fiscal year.

ISSUE

Largely due to the pandemic, there has been a shortage of available police vehicles for purchase. This has extended the life cycle of many of our fleet vehicles beyond their service life causing additional downtime and a sharp rise in repair costs. Specifically, we have been unable to replace marked police cars which are due for replacement in this current fiscal year because there are very few cars available. Compounding the issue is the fact that, as with the entire vehicle market, the shortage has caused a sharp increase in the cost of vehicles.

The Department has been in contact with numerous dealers in an attempt to acquire the necessary replacement vehicles. Our current vehicle upfitter, SAE Customs, partnered with a Ford dealership in Wisconsin to secure a Ford Explorer Police Interceptor Utility that meets our replacement need. This vehicle is immediately available to us upon purchase approval.

RECOMMENDATION

I am requesting this information be forwarded to the Village board with a recommendation for authorization to purchase one (1) Ford Explorer Police Interceptor Utility Vehicle from SAE Customs for the purchase price of \$37,241. This price is comparable to state bid pricing and reflects the current



Carol Stream Police Department Memorandum

market for police vehicles. Funding for these vehicles is accounted for in the equipment replacement fund.

Prepared for: , Carol Stream Police Dept

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215



Client Proposal

Quote ID: TA-010622B

Date: 01/06/2022



Prepared for:

Carol Stream Police Dept
01/06/2022



2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215 | Quote ID: TA-010622B

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$40,785.00
Subtotal		\$40,785.00
 <i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
IL Muni	IL Municipal Discount	-\$3,544.00
Total		\$37,241.00

Customer Signature

Acceptance Date

Prepared for:
 Carol Stream Police Dept
 01/06/2022



2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215 | Quote ID: TA-010622B

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$40,980.00
Packages		
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	-\$3,450.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
 Carol Stream Police Dept
 01/06/2022



2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215 | Quote ID: TA-010622B

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$25.00
17T	Switchable Red/White Lighting in Cargo Area <i>Deletes 3rd row overhead map light.</i>	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	\$75.00
18D	Global Lock/Unlock Feature <i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with remote keyless entry.</i>	N/C
59B	Keyed Alike - 1284x	\$50.00
549	Heated Sideview Mirrors	\$60.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
Emissions		
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
Interior Color		
96_01	Charcoal Black	N/C
Exterior Color		
YG_01	Medium Titanium Metallic	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Carol Stream Police Dept
01/06/2022



2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215 | Quote ID: TA-010622B

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		\$38,285.00
Destination Charge		\$2,500.00
TOTAL		\$40,785.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Carol Stream Police Dept
01/06/2022



2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215 | Quote ID: TA-010622B

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	100,000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60,000 miles	Months	60 months
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Hybrid Electrical Components

Distance	100,000 miles	Months	96 months
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REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Agreement”) is made and entered into as of this ____ day of February, 2022, by and between the Village Of Carol Stream, an Illinois Municipal Corporation (“Village”) and CMC Building Group, LLC, an Illinois Limited Liability Company (“CMC”), each hereinafter referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Village has filed suit against CMC and other defendants in the Eighteenth Judicial Circuit, DuPage County, IL, under case number 2020 CH 00645, praying for declaratory, injunctive and other relief regarding the location and use of a billboard sign located a parcel of property known as 23W333 North Avenue, DuPage County, IL. (the “Lawsuit”).

WHEREAS, the Parties, together with other parties to the Lawsuit, have negotiated a settlement with regard to the issues identified therein and have reduced their negotiated agreement to writing (“Settlement Agreement”).

WHEREAS, in addition to the terms and conditions set forth in the Settlement Agreement, the Parties hereto have agreed that CMC shall pay the Village Twenty-One Thousand and no/100 Dollars (\$21,000.00) as reimbursement for legal fees and other costs and expenses incurred as a result of the Lawsuit, as provided herein.

NOW, THEREFORE, in consideration of the promises, covenants, and obligations of the Parties as set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing Recitals are hereby incorporated herein as stipulations and agreements of the Parties as between themselves and for the purposes of this Agreement.
2. Terms.
 - a. CMC shall cause to be paid to the Village Twenty-One Thousand and no/100 Dollars (\$21,000.00) by check as reimbursement for legal fees and other costs and expenses upon execution of the Settlement Agreement and the documents appended to the Settlement Agreement as Exhibit C and D by all parties to that Settlement Agreement and those documents, as well as upon CMC’s receipt of an IRS Form W-9 (Rev. October 2018) executed by the Village.
 - b. CMC shall make the payment to the Village prior to the dismissal of the Lawsuit as provided in the Settlement Agreement. The Village agrees not cash or negotiate the cashier’s check until the court order dismissing the Lawsuit is entered.
3. Miscellaneous
 - (a) Entire Agreement. This Agreement and the Settlement Agreement set forth the entire agreement between the Parties with respect to the specific issues raised and

addressed herein, and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to those issues set forth in this Agreement and the Settlement Agreement.

- (b) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles and transmitted copies of signed counterparts of this Agreement shall be deemed to be authentic and valid. Each Party's agreement to be bound under this Agreement is contingent upon the other Party's execution and delivery of a signed counterpart under identical terms, within seven business days of the first Party's execution and delivery of its signed counterpart. This precondition is a material term of this Agreement.
- (c) Controlling Law and Venue. This Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with the laws of the State of Illinois. The venue of any action commenced for the purposes of interpretation, implementation and/or enforcement of the terms and conditions of this Agreement shall be the Circuit Court of DuPage County, Illinois.
- (d) Modifications. This Agreement may be altered, amended, changed, terminated, or modified in any respect only with the express written consent of all of the Parties hereto.
- (e) Authority. Each Party represents that the person(s) signing this Agreement on their behalf has the authority to execute this document and thereby bind that Party, respectively.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed as of the day and year first indicated above, with the Agreement becoming effective upon the date on which the signature of the final Party is affixed.

Village of Carol Stream, IL

CMC Building Group, LLC

By: _____
Its: Village President

By: _____
Its:

Dated: _____

Dated: _____

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("**Agreement**") is made and entered into as of this ___ day of _____, 2022, by and between the Village Of Carol Stream, an Illinois Municipal Corporation ("**Village**"), CMC Building Group, LLC, an Illinois Limited Liability Company ("**CMC**"), Landmark Infrastructure Holding Company LLC, a Delaware Limited Liability Company ("**Landmark**"), LD Acquisition Company 14 LLC, a Delaware Limited Liability Company ("**LD**"), and Outfront Media LLC, a Delaware Limited Liability Company ("**Outfront**"), each hereinafter referred to as a "**Party**" and collectively as the "**Parties**". The Parties other than the Village are hereinafter sometimes referred to as the "**Defendant Parties**."

RECITALS

- A. WHEREAS, on August 22, 2000, the Village entered into a twenty-year Pre-Annexation Agreement (the "**Pre-Annexation Agreement**") with the owner of a parcel of property known as 23W333 North Avenue, DuPage County, IL and legally described in **Exhibit A** attached hereto (the "**Property**") on which a billboard sign, including support structures and appurtenances thereto, is located (the "**Billboard**"). The Pre-Annexation Agreement was recorded on March 23, 2001 as Document No. R2001-050003 with the DuPage County Recorder.
- B. WHEREAS, the Pre-Annexation Agreement states, among other things, that the Billboard shall be subject to a ten-year amortization period to begin running from the date of annexation, after which the Billboard shall be removed from the Property.
- C. WHEREAS, in 2011, CMC bought the Property and became subject to the terms and conditions of the Pre-Annexation Agreement.
- D. WHEREAS, prior to the annexation of the Property, CMC and Outfront entered into a Lease Amendment (the "**Lease Amendment**") dated September 15, 2015, extending a Lease Renewal Agreement (the "**Lease**") and extending certain lease rights with respect to the Billboard beyond the year 2027.
- E. WHEREAS, CMC granted four (4) 99 year easements over a portion of the Property ("the **Easements**") as legally described in **Exhibit B**, and assigned all of its right, title and interest as lessor under the Lease to and in favor of Landmark, pursuant to the Easement and Assignment of Lease Agreement dated December 16, 2015, as recorded on December 23, 2015 in the Official Records of DuPage County as Instrument R2015-138842 (the "**Easement and Assignment of Lease Agreement**").
- F. WHEREAS, Landmark assigned all of its right, title and interest in and to the Easement and Lease to LD pursuant to that certain Assignment of Easement and Assignment of Lease Agreement dated December 22, 2015, as recorded with the DuPage County Recorder of Deeds on March 4, 2016 as Instrument R2016-020973 ("**Easement and Lease Assignment**").

G. WHEREAS, the Lease Amendment, Easement and Assignment of Lease Agreement and Easement and Lease Assignment (collectively the “**Private Agreements**”) granted lease and easement rights regarding the Billboard and the Property that extend beyond the year 2027.

H. WHEREAS, on August 7, 2017, the Village annexed the Property.

I. WHEREAS, the Village has filed suit against the Defendant Parties in the Eighteenth Judicial Circuit, DuPage County, IL, under case number 2020 CH 00645, praying for declaratory, injunctive and other relief seeking judgment and order confirming that the continued location and use of the Billboard after August 7, 2027 violates the Pre-Annexation Agreement, and the construction and maintenance of any billboard upon the Property violates the Village’s Zoning Ordinances. (the “**Lawsuit**”).

J. WHEREAS, the Defendant Parties deny that the Village is entitled to any relief, and Outfront has filed a counterclaim against the Village under the same case number as above stated (the “**Counterclaim**”).

K. WHEREAS, the Parties acknowledge that the Eighteenth Judicial Circuit, DuPage County, IL, has jurisdiction over each Party hereto and the subject matter of the Lawsuit and the Counterclaim, and that they have negotiated a settlement with regard to the Lawsuit, the Counterclaim and the issues identified herein and wish to reduce their negotiated agreement to writing.

NOW, THEREFORE, in consideration of the promises, covenants, and obligations of the Parties as set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The foregoing Recitals are hereby incorporated herein as stipulations and agreements of the Parties as between themselves and for the purposes of this Agreement.
2. **Terms.** The Parties agree to be bound by the following promises, terms and conditions.
 - (a) **Substantive Settlement Terms.**
 - i. Notwithstanding anything to the contrary contained within any of the Private Agreements, the Billboard may remain in its present location without expansion or alteration other than maintenance or repair, for use by the respective Defendant Parties under the Private Agreements by and between them, only until June 30, 2036. The Defendant Parties shall not amend the Private Agreements nor enter into any other agreement(s), which would extend the right to maintain the Billboard on the Property after June 30, 2036. CMC, Landmark and LD agree that the Easement and Assignment of Lease Agreement shall terminate on June 30, 2036.

- ii. No later than 30 days after June 30, 2036, the Billboard shall be removed by Outfront or its successors and assigns.
 - iii. If the Billboard is not removed as provided herein, the Village shall have the absolute right, but not the obligation, to remove the Billboard, and all costs of doing so shall be reimbursed to the Village by Outfront or its successors or assigns, upon invoice by the Village. The Village is hereby granted a temporary easement upon the Property for the purpose of removal of the Billboard if not removed as provided herein, and CMC and Outfront hereby release the Village from any and all damages, claims, demands, disputes or causes of action, of whatever kind or nature and claim or cause of action, arising out of the Village's removal of the Billboard from the Property. Said temporary easement shall terminate upon the removal of the Billboard from the Property.
 - iv. In addition to the rights set forth in Subsection 2.(a)(iii) herein, if the Billboard is not removed within 30 days after June 30, 2036, the Village may seek enforcement through a judicial enforcement proceeding in law or in equity and shall be entitled to its court-awarded costs and attorneys' fees.
 - v. No other billboard may be constructed, installed, operated or maintained upon the Property.
 - vi. The Defendant Parties have executed: a Notice of Non-Renewal of the Lease, attached hereto as **Exhibit C**, from LD to Outfront providing notice that the Lease shall not be renewed or extended for any period of time after June 30, 2036; and an Irrevocable Termination, Release and Abrogation of Easements, attached hereto as **Exhibit D**, irrevocably terminating and extinguishing all contract, easement or other rights to locate, use or maintain the Billboard on the Property, as set forth within the Easement and Assignment of Lease Agreement, after June 30, 2036; (collectively "the **Documents**") which Documents are made a part of this Settlement Agreement. Said Documents shall not be altered or amended by the Defendant Parties. The Village shall be a third-party beneficiary of the Documents attached hereto as **Exhibits C and D** and shall have the right to enforce the terms of said Documents from any breach.
- (b) **Conclusion of the Lawsuit.** Within fourteen (14) days after satisfaction of the terms and conditions provided in Section 2(a)vi, the Lawsuit and the Counterclaim, pending in DuPage County Case No. 2020 CH 00645, shall be dismissed with prejudice, subject only to the Circuit Court's retaining jurisdiction as provided in Section 3(e) of this Agreement.

3. **Miscellaneous.**

- (a) **Good Faith.** Each of the Parties represents that, by entering into this Agreement, each is acting in good faith in an effort to reach a compromise of matters involving disputed issues among them, and each Party affirms that it has made no misrepresentation of fact during the negotiation/settlement process to induce another party to enter into this Agreement.
- (b) **Representations.** CMC hereby represents and warrants that it is the current owner and legal title holder to the Property. Outfront hereby represents and warrants that it is the current lessee under the Lease Amendment and has not transferred any rights under the Lease Amendment to any third party. LD represents that it is the current holder of all rights, title and interest in the Easement and Assignment of Lease Agreement and has not transferred any rights in said Easement and Assignment of Lease Agreement to any third party.
- (c) **Release.** The performance of each and every one of the terms of this Agreement shall forever resolve those specific issues between the Parties. Accordingly, each Party on its own behalf or on behalf of its officials, directors, officers, employees, agents, representatives, insurers, successors, and assigns and attorneys, hereby release, waive and discharge all other Parties to the Agreement, their successors, assigns, officials, directors, officers, employees, agents, representatives, insurers, and attorneys, from any and all claims, counterclaims, demands, disputes, and all causes of action and requests for relief, of whatever type or nature, redressable under the common law, the Illinois or U.S. Constitution, or statutes and laws of the State of Illinois and the United States of America, whether known or unknown, which have been brought or could have been brought in the Lawsuit or other action and which in any way relate to the allegations of the Lawsuit, the Counterclaim, the Pre-Annexation Agreement, or to any alleged rights of the Defendant Parties to maintain the Billboard or any billboard upon the Property (collectively, "**Waiver and Release**"). This Waiver and Release does not release any Party from any obligations and rights arising under this Agreement.
- (d) **No Admission of Wrongdoing.** This Agreement shall not in any way be construed as an admission of fault or liability on the part of any of the Parties, and which the Parties expressly denied any fault or wrongdoing. Further, nothing hereunder shall be construed as an agreement to toll any applicable statute of limitations. It is understood and agreed that the terms of this Agreement have been made solely to accomplish an expeditious resolution and settlement of the matters in controversy between the Parties and for no other purpose.
- (e) **Retention of Jurisdiction.** The Circuit Court of DuPage County shall retain jurisdiction over this Agreement and performance of the provisions herein. The Court shall, upon appropriate motion by the non-breaching Party, have the right to order compliance and order relief with regards to the terms of this Agreement. In the event the non-breaching Party prevails in any judicial enforcement action, the Court shall award the non-breaching Party its reasonable costs and reasonable attorneys' fees.

- (f) **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties with respect to the specific issues raised and addressed herein, and fully supersedes any and all prior agreements or understandings, whether verbal or written, between the Parties hereto pertaining to those issues set forth in this Agreement.
- (g) **Joint Participation.** The Parties warrant and represent that they have each knowingly and voluntarily entered into this Agreement following consultation with their respective legal counsel and participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- (h) **Advice of Counsel.** In entering into this Agreement, each Party represents that it has relied upon the advice of its attorney, who is the attorney of its choice, and that the terms of this Agreement have been interpreted and explained by its attorney, and that these terms are fully understood and voluntarily accepted by all of the Parties.
- (i) **Binding Nature of Agreement.** The parties understand and agree that this Agreement shall run with the land, and will inure to the benefit of and be binding upon all of the Parties, their executors, administrators, receivers, successors, predecessors and assigns. This Agreement and the document attached hereto as **Exhibit D** shall be recorded by the Village with the DuPage County Recorder's Office.
- (j) **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Transmitted copies of signed counterparts of this Agreement by facsimile or electronic mail (email) shall be deemed to be authentic and valid. Each Party's agreement to be bound under this Agreement is contingent upon the other Party's execution and delivery of a signed counterpart under identical terms, within seven (7) business days of the first Party's execution and delivery of its signed counterpart. This precondition is a material term of this Agreement.
- (k) **Controlling Law.** This Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with the laws of the State of Illinois.
- (l) **Venue.** The venue of any action commenced for the purposes of interpretation, implementation and/or enforcement of the terms and conditions of this Agreement shall be the Circuit Court of DuPage County, Illinois.
- (m) **No Third Party Rights.** Nothing in this Agreement is intended or shall be interpreted to confer any rights, privileges or rights of action of any kind upon any person or entity not a Party to this Agreement, or to effectuate a release by the Parties of an claims or causes of action that either Party has or may have against any person or entity not a Party to this Agreement.

- (n) **Modifications.** This Agreement may be altered, amended, changed, terminated, or modified in any respect only by a formal written amendment signed by all of the Parties hereto.
- (o) **Authority.** Each Party represents that the person(s) signing this Agreement on its behalf has the authority to execute this document and thereby bind that Party, respectively. Each Party shall provide the other Parties with a corporate resolution approving this Agreement.

[Signature page follows]

IN WITNESS HEREOF, the parties have caused this Agreement to be signed as of the day and year first indicated above, with the Agreement becoming effective upon the date on which the signature of the final Party is affixed.

Village of Carol Stream, IL

By: _____
Its: Village President
Name: Frank Saverino, Sr.

Dated: _____

CMC Building Group, LLC

By: _____
Its: _____
Name: _____

Dated: _____

LD Acquisition Company 14 LLC

By: _____
Its: _____
Name: _____

Dated: _____

Landmark Infrastructure Holding Company LLC,

By: _____
Its: _____
Name: _____

Dated: _____

Outfront Media LLC

By: _____
Its: _____
Name: _____

Dated: _____

STATE OF)
) SS
COUNTY OF)

The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that _____, personally known to me to be the _____ of **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, appeared before me this day in person and acknowledged that as _____ of said Company, s/he signed and delivered the said instrument and caused the seal of said Company to be affixed thereto, pursuant to authority given by the operating agreement of said Company, as his/her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal as of _____, 2022.

NOTARY PUBLIC

STATE OF)
) SS
COUNTY OF)

The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that _____, personally known to me to be the _____ of **LD ACQUISITION COMPANY 14 LLC**, appeared before me this day in person and acknowledged that as _____ of said Company, s/he signed and delivered the said instrument and caused the seal of said Company to be affixed thereto, pursuant to authority given by the operating agreement of said Company, as his/her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal as of _____, 2022.

NOTARY PUBLIC

STATE OF)
) SS
COUNTY OF)

The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that _____, personally known to me to be the _____ of **CMC BUILDING GROUP LLC**, appeared before me this day in person and acknowledged that as _____ of said Company, s/he signed and delivered the said instrument and caused the seal of said Company to be affixed thereto, pursuant to authority given by the operating agreement of said Company, as his/her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal as of _____, 2022.

NOTARY PUBLIC

STATE OF)
) SS
COUNTY OF)

The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that _____, personally known to me to be the _____ of **OUTFRONT MEDIA LLC**, appeared before me this day in person and acknowledged that as _____ of said Company, s/he signed and delivered the said instrument and caused the seal of said Company to be affixed thereto, pursuant to authority given by the operating agreement of said Company, as his/her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal as of _____, 2022.

NOTARY PUBLIC

STATE OF)
) SS
COUNTY OF)

The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that Frank Saverino, Sr. personally known to me to be the Village President of the **VILLAGE OF CAROL STREAM, ILLINOIS**, appeared before me this day in person and acknowledged that as Village President of the Village of Carol Stream, he signed and delivered the said instrument and caused the seal of said Company to be affixed thereto, pursuant to authority given by the operating agreement of said Company, as his/her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal as of _____, 2022.

NOTARY PUBLIC

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

That part of Lot 4, described as follows: Commencing in the center line of North Avenue, at the Northwest corner of Lot 4, thence Southeasterly along said center line 255.0 feet to a cross in pavement for a point of beginning; thence South parallel with the West line of Lot 4, 395.9 feet; thence southeasterly, parallel with the said centerline of North Avenue, 450.2 feet; thence Northerly, parallel with said West line of Lot 4, 395.9 feet; thence Northwesterly along said center line of North Avenue, 450.2 feet, more or less, to the point of beginning, in assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, and Section 31, Township 40 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded June 15, 1931 as Document Number 313722, in DuPage County, Il.

PIN: 01-36-400-015

Address: 27W333 North Avenue
West Chicago, IL 60185

EXHIBIT B

DESCRIPTION OF EASEMENTS

BILLBOARD EASEMENT:

BILLBOARD EASEMENT

THAT PART OF LOT 4 OF THE ASSESSMENT PLAT OF EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 31, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1931, AS DOCUMENT 313722 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED ON DECEMBER 27, 2011 AS DOCUMENT NUMBER R2011-158237 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AVENUE; THENCE SOUTH 81°06'25" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 46.10 FEET; THENCE SOUTH 2°37'49" EAST, 13.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 2°37'49" EAST, 58.25 FEET; THENCE NORTH 85°51'32" WEST, 43.12 FEET; THENCE NORTH 10°27'44" EAST, 58.42 FEET; THENCE SOUTH 85°25'35" EAST, 29.83 FEET TO THE POINT OF BEGINNING. CONTAINING 2,114 SQUARE FEET (OR 0.049 ACRES), MORE OR LESS.

ACCESS & UTILITY EASEMENT

A 20.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF LOT 4 OF THE ASSESSMENT PLAT OF EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 31, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1931, AS DOCUMENT 313722 IN DUPAGE COUNTY, ILLINOIS, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED ON DECEMBER 27, 2011 AS DOCUMENT NUMBER R2011-158237 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AVENUE; THENCE SOUTH 81°06'25" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 46.10 FEET; THENCE SOUTH 2°37'49" EAST, 13.20 FEET; THENCE CONTINUING SOUTH 2°37'49" EAST, 32.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°12'42" EAST, 164.20 FEET; THENCE NORTH 8°53'35" EAST, 44.24 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AVENUE AND POINT OF TERMINATION.

CONTAINING 4,169 SQUARE FEET (OR 0.096 ACRES), MORE OR LESS.

Exhibit C

NOTICE OF NON-RENEWAL OF LEASE

(attached)

, 2022

OUTFRONT Media LLC
405 Lexington Ave.
New York, NY 10174
Attn:

*Via First Class Mail Postage Prepaid
and email (insert)*

**RE: Notice of Non-Renewal – 27W333 North Ave., West Chicago, IL 60185-1533,
PIN: 01-36-400-015 (the "Property")**

To Whom it May Concern:

This letter serves as notice of non-renewal of that certain Lease Renewal Agreement dated December 26, 1996 as amended by Special Provisions Addendum To National Advertising Company Lease Agreement Percentage Rent(s) dated December 26, 1996, and as amended by an Amendment dated September 15, 2015 (the "Lease"), by and among LD Acquisition Company 14 LLC as successor lessor and OUTFRONT Media, LLC as successor lessee with respect to the above-listed Property. Accordingly, the Lease shall terminate effective June 30, 2036 and Outfront Media, LLC shall remove the billboard upon the leased property within thirty (30) days thereof without further notice, unless the billboard was removed on an earlier date.

Sincerely,

LD Acquisition company 14 LLC
By: Landmark Dividend Growth Fund – I LLC,
its sole member

By: _____
Name:
Title: Authorized Signatory

Dated: _____

Outfront Media LLC hereby acknowledges receipt of this notice to terminate the Lease effective June 30, 2036 and its obligation to remove the billboard upon the leased property within thirty (30) days thereof without further notice.

Outfront Media LLC

By: _____
Name:
Title: Authorized Signatory

Exhibit D

IRREVOCABLE TERMINATION, RELEASE AND ABROGATION OF EASEMENTS

(attached)

Recordation Stamp

IRREVOCABLE TERMINATION, RELEASE AND ABROGATION OF EASEMENTS
27W333 North Ave., West Chicago, IL 60185-1533, PIN: 01-36-400-015

Whereas, CMC Building Group, LLC an Illinois limited liability Company (“CMC”) is the owner of the property legally described in Exhibit A attached hereto; and

Whereas, pursuant to an Easement and Assignment of Lease Agreement dated December 16, 2015 and recorded by the DuPage County Recorder of Deeds on December 23, 2015 as Document No. R2015-138842 (“**Easement and Assignment of Lease Agreement**”), CMC granted to Landmark Infrastructure Holding Company LLC (“**Landmark**”) four (4) separate 99 year easements over the land and areas described in Exhibit B attached hereto (“**the Easements**”) and further assigned all of its right, title and interest as successor lessor under that certain Lease Renewal Agreement dated December 26, 1996 by and between Capital Bank and Trust, as Trustee under Trust Agreement dated September 30, 1994 No. 2563 (the “**Trust**”), and National Advertising Company d/b/a 3M Media (“**3M Media**”) and as amended by an Amendment dated September 15, 2015 by and between CMC, as successor to the Trust, and Outfront Media, LLC, as successor to 3M Media (collectively the “**Lease**”); and

Whereas, Landmark assigned all of its right, title and interest in and to the Easements and the Lease to LD Acquisition Company 14 LLC (“**LD**”) pursuant to that certain Assignment of Easement and Assignment of Lease Agreement dated December 22, 2015 recorded by the DuPage County Recorder of Deeds on March 4, 2016 as Document No. R2016-020973 (“**Easement and Lease Assignment**”); and

Whereas, pursuant to a Settlement Agreement dated _____, 2022 by and between the Village of Carol Stream, CMC, Landmark and LD, in Case No. 2020 CH 645, CMC, Landmark and LD have agreed to and hereby forever irrevocably terminate, release and abrogate the Easements and easement rights granted pursuant to the said Easement and Assignment of Lease Agreement and the said Easement and Lease Assignment, as provided for herein.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions of the Settlement Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CMC, Landmark and LD do hereby forever irrevocably terminate, release and abrogate the Easements set forth within the Easement and Assignment of Lease Agreement and the Easement and Lease Assignment and all rights granted thereunder, effective June 30, 2036 (“**Termination Date**”). Notwithstanding anything to the contrary set forth in the aforesaid Easement and Assignment of Lease Agreement or the aforesaid Easement

and Lease Assignment, said Easements and all rights and obligations arising under the Lease shall be null, void, and no longer of further force and effect on and after the Termination Date.

WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this IRREVOCABLE TERMINATION, RELEASE AND ABROGATION OF EASEMENTS to be duly executed as of this _____ day of _____, 2022.

LD ACQUISITION COMPANY 14 LLC

By: _____

Name:

Title: Authorized Signatory

Dated: _____

STATE OF _____)
) SS
COUNTY OF _____)

The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that _____, personally known to me to be the _____ of Landmark Dividend Management 2 LLC, which entity is the sole member of Landmark Dividend Growth Fund – I LLC, which entity is the sole member of **LD ACQUISITION COMPANY 14 LLC**, appeared before me this day in person and acknowledged that as _____ of said Company, s/he signed and delivered the said instrument and caused the seal of said Company to be affixed thereto, pursuant to authority given by the operating agreement of said Company, as his/her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal as of _____, 2022.

NOTARY PUBLIC

CMC BUILDING GROUP, LLC

By: _____

Name:

Title: Authorized Signatory

Dated:

STATE OF _____)
) SS
COUNTY OF _____)

The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that _____, personally known to me to be the _____ of **CMC BUILDING GROUP, LLC**, appeared before me this day in person and acknowledged that as _____ of said Company, s/he signed and delivered the said instrument and caused the seal of said Company to be affixed thereto, pursuant to authority given by the operating agreement of said Company, as his/her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

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NOTARY PUBLIC

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PIN: 01- 36- 400-015

Address: 27W333 North Avenue
West Chicago, IL 60185

Exhibit B

LEGAL DESCRIPTION OF EASEMENTS

EXHIBIT B

DESCRIPTION OF EASEMENTS

BILLBOARD EASEMENT:

BILLBOARD EASEMENT

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ACCESS & UTILITY EASEMENT

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CONTAINING 4,169 SQUARE FEET (OR 0.096 ACRES), MORE OR LESS.

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager *RMM*
DATE: February 2, 2022
RE: Class P Liquor License – J & S Carol Gas Mart, Inc., 106 E. North Avenue

RMarts LLC d/b/a Carol Stream Shell is changing ownership and relinquishing their liquor license to J & S Carol Gas Mart, Inc. d/b/a J & S Gas Mart. Attached for your consideration is an Ordinance issuing a Class P liquor license to J & S Carol Gas Mart, Inc. located at 106 E. North Avenue.

The application submitted by J & S Gas Mart has found to be in order and background checks have been performed. Mayor Saverino as Local Liquor Commissioner is recommending issuance of this license.

Accordingly, staff recommends adoption of the attached Ordinance.

RM/dk

Attachment

ORDINANCE NO. 2022-02-_____

AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM CODE OF ORDINANCES BY DECREASING THE NUMBER OF CLASS P LIQUOR LICENSES FROM 7 TO 6 (RMARTS LLC d/b/a CAROL STREAM SHELL, 106 E. NORTH AVENUE) AND INCREASING THE NUMBER OF CLASS P LIQUOR LICENSES FROM 6 TO 7 (J & S CAROL GAS MART, INC. d/b/a J & S GAS MART, 106 E. NORTH AVENUE)

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: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class P Liquor Licenses from seven (7) to six (6).

SECTION 2: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class P Liquor Licenses from six (6) to seven (7).

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS 7th DAY OF FEBRUARY, 2022.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

**Village of Carol Stream
Interdepartmental Memo**

TO: Village Board
VIA: Bob Mellor, Village Manager
FROM: Joe Carey, Assistant Village Manager
DATE: February 2, 2022
RE: **Alcohol Shipping & Delivery Ordinance**

Last year the State Legislature passed Public Act 101-668 revising the Illinois Liquor Control Act to grant all retail liquor licensees the right to deliver or ship alcoholic liquor, effective January 1, 2022. This Act prohibits any home rule unit from regulating the delivery of alcoholic liquor in a manner inconsistent with the Act. This ordinance amends the Village Code to align itself with the new State revisions and provides regulations with respect to delivery. These regulations include:

1. Any alcoholic liquor to be delivered shall be in its original sealed and unopened container.
2. Each licensee who delivers alcoholic liquor shall be responsible to ensure that an age verification process is conducted by each person or entity delivering the alcoholic liquor and to provide training to all employees or agents delivering alcoholic liquor to customers, which training shall include verification techniques for identification and age.
3. Each person delivering alcoholic liquor shall require the purchaser to provide his or her name, birth date and a valid and legal form of identification verifying that the purchaser is at least 21 years of age. The purchaser must also sign for the delivery of the alcoholic liquor and a delivery confirmation must be provided to the licensee which must be maintained by the licensee for a period of one year.
4. No person under the age of 21 shall deliver alcoholic liquor.

Due to the Ordinance conforming to recent State law changes, approval of the attached amendment is recommended.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, INTOXICATING LIQUOR, ARTICLE 2, ALCOHOLIC LIQUOR DEALERS OF THE VILLAGE OF CAROL STREAM CODE OF ORDINANCES IN REGARD TO ALCOHOLIC LIQUOR SHIPPING AND DELIVERY

WHEREAS, the Village of Carol Stream, is a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream (the "Village") have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to 65 ILCS 5/1-2-1, the Village may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities; and

WHEREAS, the Mayor and Board of Trustees deem it to be in the best interest of the Village to amend the Village Code in order to regulate the shipping and delivery of alcoholic liquor in the Village; and

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 above recitals are incorporated herein by reference as though fully set forth herein.

SECTION 2:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, "Alcoholic Liquor Dealers", is hereby amended by adding new Section 11-2-39 which shall read in its entirety as follows:

§11-2-39: SHIPPING AND DELIVERY OF ALCOHOLIC LIQUOR

1. Shipping: All holders of a Class A, B, C, L, N, or T license shall be permitted to ship alcoholic liquor, all holders of a Class F, G, K, or P license shall be permitted to ship beer and wine and all holders of a Class I license shall be permitted to ship beer from the licensed premises, in accordance with the following requirements:
 - A. For the purposes of this Subsection, "shipping" or to "ship" means the movement of alcoholic liquor from a licensed retailer to a consumer via a common carrier. Common Carrier shall mean a business that transports goods or services and offers its services to the general public under license or authority provided by a regulatory body.
 - B. The shipping container of any alcoholic liquor shipped under this Section shall be clearly labeled with the following words: "CONTAINS ALCOHOL. SIGNATURE OF A PERSON 21 YEARS OF AGE OR OLDER REQUIRED FOR DELIVERY.

PROOF OF AGE AND IDENTITY MUST BE SHOWN BEFORE DELIVERY." This warning must be prominently displayed on the packaging.

- C. The licensee shall be responsible for ensuring a full age verification process is conducted by every common carrier which shall include the following requirements: (i) that the purchaser provide his or her name and birth date and certify that he or she is at least 21 years of age prior to the placement of any order, (ii) that delivery of the alcoholic liquor may only be made to an adult who is at least 21 years of age who must provide a valid and legal form of identification verifying that he/she is at least 21 years of age and must sign a receipt for delivery of the alcoholic liquor, and (iii) the deliverer must verify that the identification is that of an adult at least 21 years of age and (iv) the licensee shall receive a delivery confirmation from the common carrier indicating the location of the delivery, time of delivery, and the name and signature of the adult 21 years of age or older who accepts receipt of the alcoholic liquor, the driver's license number or state identification number used for purpose of verifying the age of the person to whom the alcoholic liquor is delivered. The licensee shall be required to retain the signed receipt for a period of at least twelve (12) months after the delivery.
 - D. Each person delivering alcoholic liquor under the provisions of this Section shall, upon delivery of the alcoholic liquor, require the purchaser to provide his or her birth date and a valid and legal form of identification verifying that the purchaser is at least 21 years of age and the deliverer must verify that the identification is that of the purchaser and that the purchaser is at least 21 years of age. The person that delivers the alcoholic liquor shall obtain the signature of a person 21 years of age or older at the delivery address at the time of delivery. The person delivering the alcoholic liquor shall provide the licensee with a delivery confirmation indicating the location of the delivery, time of delivery, and the name and signature of the individual 21 years of age or older who accepts receipt of the alcoholic liquor, and the driver's license number or state identification number used for purpose of verifying the age of the purchaser.
 - E. No person under the age of 21 shall deliver alcoholic liquor. No licensee or common carrier shall allow a person under the age of 21 to deliver alcoholic liquor.
2. Delivery: All holders of a Class A, B, C, L, N, or T license shall be permitted to deliver alcoholic liquor, all holders of a Class F, G, K, or P license shall be permitted to deliver beer and wine and all holders of a Class I license and shall be permitted to deliver beer from the licensed premises, in accordance with the following requirements:
- A. For the purposes of this Subsection, "delivery" or to "deliver" means the movement of alcoholic liquor purchased from a licensed retailer to a consumer through the following methods:
 - 1. Delivery within the licensed retailer's parking lot, including curbside, for pickup by the consumer;
 - 2. Delivery by an owner, officer, director, shareholder, or employee of the licensed retailer; or

3. Delivery by a third-party contractor, independent contractor, or agent with whom the licensed retailer has contracted to make deliveries of alcoholic liquors.
 - B. Under this Section, delivery shall not include the use of common carriers.
 - C. Delivery shall be made only within 12 hours from the time the alcoholic liquor leaves the licensed premises of the retailer for delivery.
 - D. Any alcoholic liquor to be delivered shall be in its original sealed and unopened container.
 - E. The licensee shall be responsible for establishing and having a full age verification process conducted which shall include the following requirements: (i) that the purchaser provide his or her birth date and certify that he or she is at least 21 years of age prior to the placement of any order, (ii) that upon delivery of the alcoholic liquor authorized to be delivered by the licensee, the purchaser must provide a valid and legal form of identification verifying that the purchaser is at least 21 years of age and must sign a receipt for delivery of the alcoholic liquor, (iii) the deliverer must verify that the identification is that of the purchaser and that the purchaser is at least 21 years of age, and (iv) a record shall be kept on behalf of for the liquor license holder who delivers alcoholic liquor into or within the village indicating the purchaser's name, address, and driver's license/state identification number; signed receipt, the time, date and place of delivery; and the individual deliverer's identity. The licensee must maintain a copy of the signature and a receipt for alcoholic liquor delivery for a minimum period of one year from the date of sale.
 - F. Each licensee who delivers alcoholic liquor shall provide training to all employees or agents delivering alcoholic liquor to customers, which training shall include verification techniques for identification and age.
 - G. Each person delivering alcoholic liquor under the provisions of this Section shall, upon delivery of the alcoholic liquor, require the purchaser to provide his or her birth date and a valid and legal form of identification verifying that the purchaser is at least 21 years of age and the deliverer must verify that the identification is that of the purchaser and that the purchaser is at least 21 years of age. The person that delivers the alcoholic liquor shall obtain the signature of a person 21 years of age or older at the delivery address at the time of delivery. The person delivering the alcoholic liquor shall provide the licensee with a delivery confirmation indicating the location of the delivery, time of delivery, and the name and signature of the individual 21 years of age or older who accepts receipt of the alcoholic liquor, and the driver's license number or state identification number used for purpose of verifying the age of the purchaser.
 - H. No person under the age of 21 shall deliver alcoholic liquor. No licensee or person contracting with a licensee to deliver alcoholic liquor shall allow a person under the age of 21 to deliver alcoholic liquor.
3. The shipping and delivery of alcoholic liquor by Village liquor license holders are limited to the shipping and delivery authorized in this Section, except as otherwise authorized by Illinois State law.

SECTION 3:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, "Alcoholic Liquor Dealers", Section 11-2-7 is hereby amended to read as follows:

§ 11-2-7 CLASSIFICATION OF LICENSES; NUMBER ISSUED; FEES.

Licenses issued under this article shall be divided into various classes, and shall be limited in number and shall provide for fees as follows.

(A) Class A licenses.

(1) Class A licenses shall authorize the retail sale of alcoholic beverages in hotels, restaurants and bowling alleys for consumption on the premises. The issuance of a Class A license in a restaurant and the retention of that license in a restaurant shall only take place where more than 50% of the gross retail sales in such restaurant shall be derived from the sale of food and non-alcoholic beverages. Not more than 16 Class A licenses shall be issued. The fee for such license shall be \$3,725 for each year the license is issued in the name of such licensee.

(2) The holder of a Class A license may also apply for a special license which shall permit the retail sale of alcoholic liquors through the entire license year for consumption in a structure located within the village where the holder of the Class A license has entered into an agreement with the owner or tenant to provide food and liquor catering services for a business or social event. The arrangement between the holder of the Class A license and the person or entity for whom the catering services are to be performed must be a bona fide contract and such operation may not be a permanent extension or a satellite operation of the Class A licensee. A Class A special license shall also authorize the retail sale of wine, but not for consumption on the premises where sold, when such sale is made in conjunction with the sale of a carry-out food order at the restaurant for which the license holder possesses a Class A license. No such special license shall be issued. The fee for such special license shall be \$300 for each year the license is issued in the name of the licensee.

(B) Class B licenses. Class B licenses shall authorize the retail sale of alcoholic liquors in hotels and restaurants located in the same building or complex as a hotel, or in meeting rooms, banquet facilities and conference areas located in the same hotel. Banquet facilities, meeting rooms and conference areas are locations which are not open to the general public, but are rented to persons or groups for meals, parties, weddings, conferences and other similar functions. The issuance of a Class B license in a restaurant shall only take place where more than 50% of the gross retail sales in such restaurant are derived from the sale of food and non-alcoholic beverages. When, within a single hotel, the retail sale of alcoholic liquors in a restaurant is provided by a different person, partnership, co-partnership or corporation from that entity which provides service within meeting rooms, banquet facilities and conference areas, a separate license shall be required for each entity. Not more than one license shall be issued. The fee for such license shall be \$3,850 for each year the license is issued in the name of the licensee.

(C) Class C licenses. Class C licenses shall authorize the retail sale of alcoholic liquor, but not for consumption on the premises where sold. No more than 18 such licenses shall be issued. The fee for such license shall be \$3,400 for each year that the license is issued in the name of such licensee.

(D) Class E licenses.

(1) Class E licenses shall authorize the retail sale of alcoholic liquor on the premises during a 24-hour period if such sales are limited to occasions when groups are assembled on the premises solely for the promotion of some common object other than the sale or consumption of alcoholic liquor. Issuance of such 24-hour licenses shall be limited to schools, churches, hospitals, homes for the aged or indigent persons, or for veterans, their spouses or children, or any military or naval station, governmental group or fraternal organization incorporated under a general not-for-profit corporation act.

(2) No more than seven such Class E licenses shall be issued to any group mentioned herein, or to any person representing any group mentioned herein in any one year. The fee for such 24-hour license shall be \$25, unless waived by the Liquor Control Commissioner.

(E) Class F licenses. Class F licenses shall authorize the retail sale of beer and wine only, for consumption on the premises. The retention of such Class F license shall only take place where more than 75% of the gross retail sales on such premises shall be derived from the sale of food and non-alcoholic beverages. No more than eight Class F licenses shall be issued. The fee for such license shall be \$2,175 for each year that the license is issued in the name of such licensee.

(F) Class G licenses. Class G licenses shall authorize the retail sale of beer and wine only, but not for consumption on the premises where sold. No more than one such license shall be issued. The fee for such license shall be \$1,700 for each year that the license is issued in the name of such licensee.

(G) Class I licenses. Class I licenses shall authorize the retail sale of draft beer only, for consumption on the premises where sold. The retention of such Class I license shall only take place where more than 75% of the gross retail sales on such premises shall be derived from the sale of food and non-alcoholic beverages. The draft beer may only be furnished in regular glasses or in disposable glasses furnished without tops. The sale of such draft beer shall be made at a separate station or location from the place where food or non-alcoholic beverages are sold. The holder of such a license shall post signs in prominent places within the establishment stating that "BEER MAY NOT BE REMOVED FROM THE PREMISES". Zero Class I licenses are authorized for issuance. The fee for such license shall be \$925 for each year that the license is issued in the name of such licensee.

(H) Class J licenses. Class J licenses shall authorize the retail sale of wine, in its original package, not for consumption on the premises, by a restaurant holding a Class A license, under the following conditions: The retail sale must only be to members of a wine club operated by the restaurant or the retail sale must be made to a dining patron of the restaurant in conjunction with a meal that has been served to the dining patron. Tasting or sampling of wine on the premises shall be allowed only if conducted as part of a promotion or sales device for the purpose of the retail sale of wine through wine club membership. Zero Class J licenses are authorized for issuance. The fee for such license shall be \$1,100 for each year that the license is issued in the name of such licensee.

(I) Class K licenses. Class K licenses shall authorize the retail sale of beer and wine by means of mail order, telephone order, or internet transmitted order for delivery to be made directly to the purchaser.

(1) A Class K license shall only be issued to a bona fide mail order, telephone order, or internet business for retail distribution of beer and/or wine with no direct sales of beer and wine at the facility.

(2) Beer and wine shall be sold and delivered in sealed packages only, and shall not be for gift or consumption on the premises of the licensee. Sales shall only be by mail order, telephone order or by internet for delivery to various locations or destinations away from the premises of the licensee.

(3) It is a condition of the Class K license that, beer and wine be sold only through mail order, telephone or internet order and such beer and wine be delivered by the licensee or an agent of the licensee, or by ~~United Parcel Service or other authorized common~~ carrier, ~~pursuant to the regulations adopted by the Illinois State Liquor Control Commission,~~ to locations and destinations away from the premises of licensee in accordance with the provisions of Section 11-2-39 of this Code.

(4) Zero Class K licenses is authorized for issuance. The fee for such license shall be \$1,700 for each year that the license is issued in the name of such licensee.

~~(5) (a) Every Class K licensee shall establish and conduct a full age verification process which shall include the following requirements: (i) that the purchaser provide his or her birth date and certify that he or she is at least 21 years of age prior to the placement of any order, (ii) that upon delivery of the beer or wine, the purchaser must provide a valid and legal form of identification verifying that the purchaser is at least 21 years of age and must sign a receipt for delivery of the beer or wine, and (iii) the deliverer must verify that the identification is that of the purchaser and that the purchaser is at least 21 years of age, and (iv) the licensee must maintain a copy of the signature and a receipt for the beer or wine delivery for a minimum period of one year from the date of sale.~~

~~(b) It shall be unlawful for holders of a Class K license to deliver beer or wine without having procured adequate information to determine that the purchaser is legally qualified to receive the product prior to delivery.~~

~~(5) (e) The provisions of §11-2-22 and §11-2-26, concerning sale or delivery to underage persons, shall apply to any delivery made by a Class K license holder whether such delivery is made by the licensee an agent of the licensee, or commonany postal or pareel delivery carrier. Evidence of any delivery made or shipped by a licensee in violation of Sections 11-2-22, 11-2-26 or 11-2-39~~11-2-26~~ shall be grounds for suspension or revocation of the Class K license.~~

~~(6) Every Class K licensee shall provide training to all employees or agents delivering alcoholic beverages to customers which training shall include verification techniques for identification and age.~~

(J) Class L licenses. Class L licenses shall authorize the retail sale of alcoholic liquors by means of mail order, telephonic order or internet transmitted order for delivery to be made directly to the purchaser.

(1) A Class L license shall only to a bona fide mail order, telephone order or internet business for retail distribution of alcoholic liquor with no direct sales of alcoholic liquor at the facility.

(2) Alcoholic liquor shall be sold and delivered in sealed packages only, and shall not be for gift or consumption upon the premises of the licensee. Sales shall only be by mail order, telephone order or by internet for delivery to various locations away from the premises of the licensee.

(3) It is a condition of the Class L license that alcoholic liquor be sold only through mail order, telephone order or internet order and such alcoholic liquor be delivered by the licensee or an agent of the licensee, or by ~~the United Parcel Service or other authorized~~common carriers, ~~pursuant to the~~

~~regulations adopted by the Illinois State Liquor Control Commission to locations and destinations away from the premises of licensee, in accordance with the provisions of Section 11-2-39.~~

(4) One Class L license is authorized for issuance. The fee for such license shall be \$3,400 for each year the license is issued in the name of such licensee.

~~(5) (a) Every Class L licensee shall establish and conduct a full age verification process which shall include the following requirements: (i) that the purchaser provide his or her birth date and certify that he or she is at least 21 years of age prior to the placement of any order, (ii) that upon delivery of the alcoholic liquor, the purchaser must provide a valid and legal form of identification verifying that the purchaser is at least 21 years of age and must sign a receipt for delivery of the alcoholic liquor, and (iii) the deliverer must verify that the identification is that of the purchaser and that the purchaser is at least 21 years of age, and (iv) the licensee must maintain a copy of the signature and a receipt for the alcoholic liquor delivery for a minimum period of one year from the date of sale.~~

~~(b) It shall be unlawful for holders of a Class K license to deliver alcoholic liquor without having procured adequate information to determine that the purchaser is legally qualified to receive the product prior to the alcoholic liquor.~~

~~(c) The provisions of § 11-2-26, concerning sale or delivery to underage persons, shall apply to any delivery made by a Class L license holder whether such delivery is made by the licensee an agent of the licensee, or any postal or parcel delivery carrier. Evidence of any delivery made or shipped by a licensee in violation of § 11-2-26 shall be grounds for suspension or revocation of the Class L license.~~

~~(6) Every Class L licensee shall provide training to all employees or agents delivering alcoholic beverages to customers which training shall include verification techniques for identification and age.~~

~~(K) Class M licenses. A Class M license shall authorize holders of a Class C or Class G license to provide for delivery of alcoholic liquor (in the case of a Class C licensee), or beer and wine (in the case of a Class G licensee) sold on the licensed premises to a location within the village elsewhere and apart from the licensed premises. The provisions of § 11-2-26, concerning sale or delivery to minors, shall apply to any delivery made by a Class M license holder. In addition, the licensee, its agent or employee, shall obtain the signature of the recipient of the delivery upon a certification that the recipient is age 21 or older. This certification shall be retained by the licensee for a period of six months and shall be made available for inspection upon request by village officials. Zero licenses are authorized for issuance. The fee for such license shall be \$450 for each year that the license is issued in the name of such licensee.~~

(K) Class N license. A Class N license shall authorize the retail sale of alcoholic liquors for the consumption on the premises, but only when those premises are a fixed location owned by a veterans' group or fraternal organization incorporation under a general Not-for-Profit Corporation Act to which only its members and members' guests shall be served the alcoholic liquor. Zero licenses are authorized for issuance. The fee for such license shall be \$1,625 for each year the license is issued in the name of the licensee.

(L) Class O license.

(1) A Class O license shall authorize the consumption of beer and wine which has been brought onto the premises by a patron or patrons over the age of 21 for on-site consumption where the premises is that of a restaurant as defined herein. The following provisions shall apply.

(a) Service of alcohol shall be permitted in conjunction with the purchase and consumption of a meal prepared on the premises while seated at a table and served by wait staff.

(b) No more than one 750 ml bottle of wine per patron or no more than 36 ounces of beer per patron (unopened) shall be permitted to be brought into the premises.

(c) Service of alcohol shall be allowed only during the restaurant hours of operation and only along with and during the regular food service and shall not exceed the hours of service of alcohol found in §-11-2-24.

(d) Service of alcohol shall be limited to indoor seating only. Under no circumstances shall the service of alcohol be permitted outside unless otherwise permitted by the Carol Stream Code of Ordinances.

(e) Licensees may only provide glassware and ice to patrons, may uncork, pour and control its consumption and may charge a corkage fee. The amount of any corkage fee shall be prominently displayed on the establishment's menu.

(f) The licensee shall not permit any customer to leave the licensed premises with any open beer or wine container. Partially consumed wine, which has been securely sealed by the licensee, placed into a transparent, one-time use, tamper-proof bag may be removed from the licensed premises. A licensee shall not charge for this service.

(g) Only employees who have successfully completed a certified training program may perform corkage/serving duties. Such employees must be at least 19 years of age and shall serve in accordance with all state and local laws.

(h) Licensees are prohibited from storing liquor on the licensed premises, unless otherwise provided by a separate license classification validly held by the licensee.

(i) Package and on-site sales of liquor is prohibited, unless otherwise provided by a separate license classification validly held by the licensee.

(j) No licensee shall be permitted to charge a cover charge.

(k) A Class O license may be issued to a restaurant in valid possession of another license classification.

(l) Licensees shall provide a certificate of insurance reflecting coverage for dram shop or equivalent liability for service of alcohol.

(m) Licensees shall be liable for violations of this article in the same manner as the holder of any other classification of liquor license, including, but not limited to, violations for service to minors and over-serving of patrons.

(2) The number of Class O licenses authorized for issuance shall be set at zero, effective 5-6-2013.

(3) The fee for a Class O license shall be \$650 annually.

(M) Class P license. A Class P License shall authorize the retail sale of beer and wine in its original package, not for consumption on the premises where sold, in a premises whose primary purpose is the sale of gasoline. The area devoted to the sale of beer and wine shall comprise no more than 20% of the premises retail square footage. For purposes of determining the allowable beer and wine sales area, the licensee shall submit a floor plan of the retail sales area at the time of application for the license. Areas to which access by customers is prohibited shall not be counted in the floor area calculation. The issuance of a Class P license and the retention of that license shall only take place where no more than 20% of the gross retail sales are derived from the sale of beer and wine. Sales of beer shall be limited to packages of six-packs or more, and the sale of individual serving containers of beer is prohibited. All extra beer and wine stock shall be kept in a storage room with access only to the employees. Subject to the provisions of § 11-2-24, the sale of beer and wine shall be limited to only those hours gasoline is sold. The number of Class P licenses authorized for issuance shall be seven. The fee for a Class P license shall be \$1,700 annually.

(N) Class R (Park District Recreation Center Caterer's License) license, which shall authorize the retail sale or the service of alcoholic liquor by the holder of a Class A or B license for consumption on the premises of the Carol Stream Park District Recreation Center in conjunction with the sale of food on the date of a catered event as specified herein. A Class R license shall only allow service of alcoholic liquor on the date of catered Park District special events or private special events approved by the Park District where full multiple course meals or buffet style meals are served for consumption at tables, and at which alcoholic liquor may be served or sold with and incidental to the service of food by the licensee. Any private special event must be approved by the Park District, be prearranged under the sponsorship of a particular person or organization, including but not limited to weddings, graduation parties and similar affairs and cannot be open to members of the general public. Alcoholic liquor shall be consumed only within the room used for the event and no alcoholic liquor shall be served to members of the general public or consumed in areas of the Recreation Center open to the general public or outside the Recreation Center building. No bar area devoted primarily to the service and consumption of alcoholic liquor shall be allowed. The sale and consumption of alcohol shall not be related to any commercial purpose or in connection with the sale of non-alcoholic products or to promote the sale of non-alcoholic products. A Class R licensee shall comply with all other requirements of this Article 2. The fee for such license shall be \$50 per day for an event the license is issued in the name of the licensee.

(O) Limitation on sales of alcoholic liquor. Where this section, as a condition of issuance of the license, provides for a limitation on the sales of alcoholic liquor by percentage of gross retail sales, the license holder shall, upon the request of the Liquor Commissioner, provide evidence in a form satisfactory to the Liquor Commissioner that such percentage limitation on sales has not been exceeded.

(P) Class V license.

(1) A Class V license shall authorize holders of a Class A, Class B, Class F, Class I or Class N license to the operate video gaming devices upon the licensed premises upon receipt of a video gaming license issued by the Illinois Gaming Board in accordance with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq.

(2) Not more than nine Class V licenses shall be issued. The annual fee for such license shall be \$500 for each terminal located upon the licensed premises. No more than six video gaming terminals shall be located on any premises issued a Class V license.

(3) No licensee shall permit any video gaming terminal to be located upon its premises unless a valid video terminal operators license has been issued for that terminal and the terminal displays a valid state terminal registration tag and a village video gaming sticker, both of which shall be displayed in a conspicuous place, readily identifiable upon public inspection.

(4) Any denial or revocation of a video gaming license application by the Illinois Gaming Board shall constitute a revocation of a Class V license.

(5) Every establishment issued a Class V license to operate video gaming shall comply with the provisions of the Illinois Video Gaming Act, 230 ILCS 40/1 et seq., and all rules, regulations and restrictions imposed by the Illinois Gaming Board and the provisions of Chapter 10, Article 14 of the Carol Stream Code of ordinances.

(6) The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited as provided in Section 11-2-24 of the Carol Stream Code of Ordinances.

(7) Video gaming shall be located in an area that is restricted to persons over 21 years of age. No licensee shall permit any person under the age of 21 years to use or play any video gaming terminal.

(8) A Class V licensee shall notify the Illinois Gaming Board and the village of any proposed change in ownership or any transaction that requires approval of qualifications in accordance with the Video Gaming Act, the regulations promulgated under the Video Gaming Act or this chapter on forms supplied or approved by the Illinois Gaming Board and the village and containing such information and documents as specified, and at such time as required, by the Illinois Gaming Board or the Liquor Commissioner.

(Q) A Class T license shall authorize the retail sales of alcoholic beverages by means of bar service only for the consumption on a premises that is annexed into the corporate limits of the village pursuant to the terms of an annexation agreement which authorizes such license. Under no circumstances shall the service of alcohol be permitted outside unless otherwise permitted by the Carol Stream Code of Ordinances. Unless otherwise authorized, the holder of such a license shall post signs in prominent places within the establishment stating that "ALCOHOLIC BEVERAGES MAY NOT BE REMOVED FROM THE PREMISES". No more than one Class T license may be issued. The fee for such license shall be \$3,850.

SECTION 4:

Those sections, paragraphs and provisions of Chapter 11 of the Carol Stream 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 Carol Stream Code of Ordinances other than those expressly amended or repealed in Sections 2 and 3 of this Ordinance.

SECTION 5: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

**Village of Carol Stream
Interdepartmental Memo**

TO: Village Board
VIA: Bob Mellor, Village Manager
FROM: Joe Carey, Assistant Village Manager
DATE: February 2, 2022
RE: **Video Gaming Café Liquor License**

During the September 14, 2021 Goal Setting workshop, the topic of video gaming cafes was presented under Community and Economic Development Goals. The Village Board had expressed a desire to consider allowing video gaming style cafés in certain retail developments in Carol Stream where less than 50% of the gross retail sales in such restaurants are derived from the sale of food and non-alcoholic beverages. This was seen as a way of filling in some of the vacant retail spaces in some of the strip center throughout the Village. The number of these types of uses would be controlled by the Mayor/Liquor Commissioner under provisions of the Liquor Code with final approval of the Village Board. The goal of creating a liquor license for such establishments was included in the draft Strategic Plan presented to the Village Board on January 7, 2022.

Staff has subsequently prepared the attached Ordinance which would create a Class VC Liquor License that would be allowed for Video Gaming Cafes. Below is a summary of Class VC license requirements:

1. Only the retail sale of beer and wine would be permitted. No other alcoholic liquor would be permitted to be sold.
2. The licensed premises must be at least one thousand two hundred (1,200) square feet in size.
3. The licensed premises must provide a minimum table seating capacity in the dining area of twenty (20) persons with the service of food and beverages.
4. The primary business of the establishment shall be video gaming.
5. The establishment shall provide a full service food menu which shall include a variety of non-alcoholic beverages and a minimum of twenty (20) food items, hot and cold, which shall be prepared in a kitchen or food preparation area and served during all hours of operation. A menu of all food offerings must be submitted as part of the license application and will be subject to approval by the liquor commissioner.
6. No class VC licensed establishment shall be located within one thousand five hundred feet (1,500 ft.), as measured from entrance to entrance, from any other VC licensed establishment authorized by the Village to operate video gaming devices.
7. No person under the age of 21 years is allowed to play any video gaming terminal.
8. The fee for a class VC liquor license shall be \$3,725 plus \$1,000 per each video gaming terminal, \$500 of which shall be paid by the terminal operator as provided in Section 10-14-6 of the Village Code of Ordinances.

Video Gaming Cafes will also be required to comply with the provisions of Chapter 10, Article 14, with respect to video gaming licensing and regulations.

A Text Amendment to the Zoning Code will be presented to the Planning & Zoning Commission that will allow video gaming cafes as a permitted use in the B-3 Zoning District. Video gaming cafes would still be subject to Village Board approval through the liquor license process and no provision of the text amendment would restrict the ability of the Board to deny such a use.

If the Village Board wishes to allow video gaming style cafés, your approval of the attached amendment is recommended.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, INTOXICATING LIQUOR, ARTICLE 2, ALCOHOLIC LIQUOR DEALERS OF THE VILLAGE OF CAROL STREAM CODE OF ORDINANCES IN REGARD TO VIDEO GAMING CAFES

WHEREAS, the Village of Carol Stream, is a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream (the "Village") have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to 65 ILCS 5/1-2-1, the Village may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities; and

WHEREAS, the Mayor and Board of Trustees deem it to be in the best interest of the Village to provide for the regulation and licensing of video gaming cafes.

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 above recitals are incorporated herein by reference as though fully set forth herein.

SECTION 2:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, "Alcoholic Liquor Dealers", Section 11-2-7 is hereby amended to read as follows:

§ 11-2-7 CLASSIFICATION OF LICENSES; NUMBER ISSUED; FEES.

Licenses issued under this article shall be divided into various classes, and shall be limited in number and shall provide for fees as follows.

(A) Class A licenses.

(1) Class A licenses shall authorize the retail sale of alcoholic beverages in hotels, restaurants and bowling alleys for consumption on the premises. The issuance of a Class A license in a restaurant and the retention of that license in a restaurant shall only take place where more than 50% of the gross retail sales in such restaurant shall be derived from the sale of food and non-alcoholic beverages. Not more than 16 Class A licenses shall be issued. The fee for such license shall be \$3,725 for each year the license is issued in the name of such licensee.

(2) The holder of a Class A license may also apply for a special license which shall permit the retail sale of alcoholic liquors through the entire license year for consumption in a structure located within

the village where the holder of the Class A license has entered into an agreement with the owner or tenant to provide food and liquor catering services for a business or social event. The arrangement between the holder of the Class A license and the person or entity for whom the catering services are to be performed must be a bona fide contract and such operation may not be a permanent extension or a satellite operation of the Class A licensee. A Class A special license shall also authorize the retail sale of wine, but not for consumption on the premises where sold, when such sale is made in conjunction with the sale of a carry-out food order at the restaurant for which the license holder possesses a Class A license. No such special license shall be issued. The fee for such special license shall be \$300 for each year the license is issued in the name of the licensee.

(B) Class B licenses. Class B licenses shall authorize the retail sale of alcoholic liquors in hotels and restaurants located in the same building or complex as a hotel, or in meeting rooms, banquet facilities and conference areas located in the same hotel. Banquet facilities, meeting rooms and conference areas are locations which are not open to the general public, but are rented to persons or groups for meals, parties, weddings, conferences and other similar functions. The issuance of a Class B license in a restaurant shall only take place where more than 50% of the gross retail sales in such restaurant are derived from the sale of food and non-alcoholic beverages. When, within a single hotel, the retail sale of alcoholic liquors in a restaurant is provided by a different person, partnership, co-partnership or corporation from that entity which provides service within meeting rooms, banquet facilities and conference areas, a separate license shall be required for each entity. Not more than one license shall be issued. The fee for such license shall be \$3,850 for each year the license is issued in the name of the licensee.

(C) Class C licenses. Class C licenses shall authorize the retail sale of alcoholic liquor, but not for consumption on the premises where sold. No more than 18 such licenses shall be issued. The fee for such license shall be \$3,400 for each year that the license is issued in the name of such licensee.

(D) Class E licenses.

(1) Class E licenses shall authorize the retail sale of alcoholic liquor on the premises during a 24-hour period if such sales are limited to occasions when groups are assembled on the premises solely for the promotion of some common object other than the sale or consumption of alcoholic liquor. Issuance of such 24-hour licenses shall be limited to schools, churches, hospitals, homes for the aged or indigent persons, or for veterans, their spouses or children, or any military or naval station, governmental group or fraternal organization incorporated under a general not-for-profit corporation act.

(2) No more than seven such Class E licenses shall be issued to any group mentioned herein, or to any person representing any group mentioned herein in any one year. The fee for such 24-hour license shall be \$25, unless waived by the Liquor Control Commissioner.

(E) Class F licenses. Class F licenses shall authorize the retail sale of beer and wine only, for consumption on the premises. The retention of such Class F license shall only take place where more than 75% of the gross retail sales on such premises shall be derived from the sale of food and non-alcoholic beverages. No more than eight Class F licenses shall be issued. The fee for such license shall be \$2,175 for each year that the license is issued in the name of such licensee.

(F) Class G licenses. Class G licenses shall authorize the retail sale of beer and wine only, but not for consumption on the premises where sold. No more than one such license shall be issued. The fee for such license shall be \$1,700 for each year that the license is issued in the name of such licensee.

(G) Class I licenses. Class I licenses shall authorize the retail sale of draft beer only, for consumption on the premises where sold. The retention of such Class I license shall only take place where more than 75% of the gross retail sales on such premises shall be derived from the sale of food and non-alcoholic beverages. The draft beer may only be furnished in regular glasses or in disposable glasses furnished without tops. The sale of such draft beer shall be made at a separate station or location from the place where food or non-alcoholic beverages are sold. The holder of such a license shall post signs in prominent places within the establishment stating that "BEER MAY NOT BE REMOVED FROM THE PREMISES". Zero Class I licenses are authorized for issuance. The fee for such license shall be \$925 for each year that the license is issued in the name of such licensee.

(H) Class J licenses. Class J licenses shall authorize the retail sale of wine, in its original package, not for consumption on the premises, by a restaurant holding a Class A license, under the following conditions: The retail sale must only be to members of a wine club operated by the restaurant or the retail sale must be made to a dining patron of the restaurant in conjunction with a meal that has been served to the dining patron. Tasting or sampling of wine on the premises shall be allowed only if conducted as part of a promotion or sales device for the purpose of the retail sale of wine through wine club membership. Zero Class J licenses are authorized for issuance. The fee for such license shall be \$1,100 for each year that the license is issued in the name of such licensee.

(I) Class K licenses. Class K licenses shall authorize the retail sale of beer and wine by means of mail order, telephone order, or internet transmitted order for delivery to be made directly to the purchaser.

(1) A Class K license shall only be issued to a bona fide mail order, telephone order, or internet business for retail distribution of beer and/or wine with no direct sales of beer and wine at the facility.

(2) Beer and wine shall be sold and delivered in sealed packages only, and shall not be for gift or consumption on the premises of the licensee. Sales shall only be by mail order, telephone order or by internet for delivery to various locations or destinations away from the premises of the licensee.

(3) It is a condition of the Class K license that, beer and wine be sold only through mail order, telephone or internet order and such beer and wine be delivered by the licensee or an agent of the licensee, or by common carrier to locations and destinations away from the premises of licensee, in accordance with the provisions of Section 11-2-39 of this Code.

(4) Zero Class K licenses is authorized for issuance. The fee for such license shall be \$1,700 for each year that the license is issued in the name of such licensee.

(5) The provisions of § 11-2-22 and 11-2-26, concerning sale or delivery to underage persons, shall apply to any delivery made by a Class K license holder whether such delivery is made by the licensee an agent of the licensee, or common carrier. Evidence of any delivery made or shipped by a licensee in violation of Sections 11-2-22, 11-2-26 or 11-2-39 shall be grounds for suspension or revocation of the Class K license.

(J) Class L licenses. Class L licenses shall authorize the retail sale of alcoholic liquors by means of mail order, telephonic order or internet transmitted order for delivery to be made directly to the purchaser.

(1) A Class L license shall only to a bona fide mail order, telephone order or internet business for retail distribution of alcoholic liquor with no direct sales of alcoholic liquor at the facility.

(2) Alcoholic liquor shall be sold and delivered in sealed packages only, and shall not be for gift or consumption upon the premises of the licensee. Sales shall only be by mail order, telephone order or by internet for delivery to various locations away from the premises of the licensee.

(3) It is a condition of the Class L license that alcoholic liquor be sold only through mail order, telephone order or internet order and such alcoholic liquor be delivered by the licensee or an agent of the licensee, or by common carriers to locations and destinations away from the premises of licensee, in accordance with the provisions of Section 11-2-39.

(4) One Class L license is authorized for issuance. The fee for such license shall be \$3,400 for each year the license is issued in the name of such licensee.

(K) Class N license. A Class N license shall authorize the retail sale of alcoholic liquors for the consumption on the premises, but only when those premises are a fixed location owned by a veterans' group or fraternal organization incorporation under a general Not-for-Profit Corporation Act to which only its members and members' guests shall be served the alcoholic liquor. Zero licenses are authorized for issuance. The fee for such license shall be \$1,625 for each year the license is issued in the name of the licensee.

(L) Class O license.

(1) A Class O license shall authorize the consumption of beer and wine which has been brought onto the premises by a patron or patrons over the age of 21 for on-site consumption where the premises is that of a restaurant as defined herein. The following provisions shall apply.

(a) Service of alcohol shall be permitted in conjunction with the purchase and consumption of a meal prepared on the premises while seated at a table and served by wait staff.

(b) No more than one 750 ml bottle of wine per patron or no more than 36 ounces of beer per patron (unopened) shall be permitted to be brought into the premises.

(c) Service of alcohol shall be allowed only during the restaurant hours of operation and only along with and during the regular food service and shall not exceed the hours of service of alcohol found in § 11-2-24.

(d) Service of alcohol shall be limited to indoor seating only. Under no circumstances shall the service of alcohol be permitted outside unless otherwise permitted by the Carol Stream Code of Ordinances.

(e) Licensees may only provide glassware and ice to patrons, may uncork, pour and control its consumption and may charge a corkage fee. The amount of any corkage fee shall be prominently displayed on the establishment's menu.

(f) The licensee shall not permit any customer to leave the licensed premises with any open beer or wine container. Partially consumed wine, which has been securely sealed by the licensee, placed into a transparent, one-time use, tamper-proof bag may be removed from the licensed premises. A licensee shall not charge for this service.

(g) Only employees who have successfully completed a certified training program may perform corkage/serving duties. Such employees must be at least 19 years of age and shall serve in accordance with all state and local laws.

(h) Licensees are prohibited from storing liquor on the licensed premises, unless otherwise provided by a separate license classification validly held by the licensee.

(i) Package and on-site sales of liquor is prohibited, unless otherwise provided by a separate license classification validly held by the licensee.

(j) No licensee shall be permitted to charge a cover charge.

(k) A Class O license may be issued to a restaurant in valid possession of another license classification.

(l) Licensees shall provide a certificate of insurance reflecting coverage for dram shop or equivalent liability for service of alcohol.

(m) Licensees shall be liable for violations of this article in the same manner as the holder of any other classification of liquor license, including, but not limited to, violations for service to minors and over-serving of patrons.

(2) The number of Class O licenses authorized for issuance shall be set at zero, effective 5-6-2013.

(3) The fee for a Class O license shall be \$650 annually.

(M) Class P license. A Class P License shall authorize the retail sale of beer and wine in its original package, not for consumption on the premises where sold, in a premises whose primary purpose is the sale of gasoline. The area devoted to the sale of beer and wine shall comprise no more than 20% of the premises retail square footage. For purposes of determining the allowable beer and wine sales area, the licensee shall submit a floor plan of the retail sales area at the time of application for the license. Areas to which access by customers is prohibited shall not be counted in the floor area calculation. The issuance of a Class P license and the retention of that license shall only take place where no more than 20% of the gross retail sales are derived from the sale of beer and wine. Sales of beer shall be limited to packages of six-packs or more, and the sale of individual serving containers of beer is prohibited. All extra beer and wine stock shall be kept in a storage room with access only to the employees. Subject to the provisions of § 11-2-24, the sale of beer and wine shall be limited to only those hours gasoline is sold. The number of Class P licenses authorized for issuance shall be seven. The fee for a Class P license shall be \$1,700 annually.

(N) Class R (Park District Recreation Center Caterer's License) license, which shall authorize the retail sale or the service of alcoholic liquor by the holder of a Class A or B license for consumption on the premises of the Carol Stream Park District Recreation Center in conjunction with the sale of food on the date of a catered event as specified herein. A Class R license shall only allow service of alcoholic liquor on the date of catered Park District special events or private special events approved by the Park District where full multiple course meals or buffet style meals are served for consumption at tables, and at which alcoholic liquor may be served or sold with and incidental to the service of food by the licensee. Any private special event must be approved by the Park District, be prearranged under the sponsorship of

a particular person or organization, including but not limited to weddings, graduation parties and similar affairs and cannot be open to members of the general public. Alcoholic liquor shall be consumed only within the room used for the event and no alcoholic liquor shall be served to members of the general public or consumed in areas of the Recreation Center open to the general public or outside the Recreation Center building. No bar area devoted primarily to the service and consumption of alcoholic liquor shall be allowed. The sale and consumption of alcohol shall not be related to any commercial purpose or in connection with the sale of non-alcoholic products or to promote the sale of non-alcoholic products. A Class R licensee shall comply with all other requirements of this Article 2. The fee for such license shall be \$50 per day for an event the license is issued in the name of the licensee.

(O) Limitation on sales of alcoholic liquor. Where this section, as a condition of issuance of the license, provides for a limitation on the sales of alcoholic liquor by percentage of gross retail sales, the license holder shall, upon the request of the Liquor Commissioner, provide evidence in a form satisfactory to the Liquor Commissioner that such percentage limitation on sales has not been exceeded.

(P) Class V license.

(1) A Class V license shall authorize holders of a Class A, Class B, Class F, Class I or Class N license to the operate video gaming devices upon the licensed premises upon receipt of a video gaming license issued by the Illinois Gaming Board in accordance with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq.

(2) Not more than nine Class V licenses shall be issued. The annual fee for such license shall be \$1,5000 for each terminal located upon the licensed premises, \$500 of which shall be paid by the terminal operator as provided in Section 10-14-6 of the Village Code of Ordinances.

. No more than six video gaming terminals shall be located on any premises issued a Class V license.

(3) No licensee shall permit any video gaming terminal to be located upon its premises unless a valid video terminal operators license has been issued for that terminal and the terminal displays a valid state terminal registration tag and a village video gaming sticker, both of which shall be displayed in a conspicuous place, readily identifiable upon public inspection.

(4) Any denial or revocation of a video gaming license application by the Illinois Gaming Board shall constitute a revocation of a Class V license.

(5) Every establishment issued a Class V license to operate video gaming shall comply with the provisions of the Illinois Video Gaming Act, 230 ILCS 40/1 et seq., and all rules, regulations and restrictions imposed by the Illinois Gaming Board and the provisions of Chapter 10, Article 14 of the Carol Stream Code of ordinances.

(6) The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited as provided in Section 11-2-24 of the Carol Stream Code of Ordinances.

(7) Video gaming shall be located in an area that is restricted to persons over 21 years of age. No licensee shall permit any person under the age of 21 years to use or play any video gaming terminal.

(8) A Class V licensee shall notify the Illinois Gaming Board and the village of any proposed change in ownership or any transaction that requires approval of qualifications in accordance with the Video Gaming Act, the regulations promulgated under the Video Gaming Act or this chapter on forms

supplied or approved by the Illinois Gaming Board and the village and containing such information and documents as specified, and at such time as required, by the Illinois Gaming Board or the Liquor Commissioner.

(Q) Class VC License.

(1). A Class VC License shall authorize the retail sale of beer and wine only in a video gaming cafe for consumption on the premises, and authorize the operation of video gaming devices upon the licensed premises, subject to the following:

(a) A class VC licensed premises must be at least one thousand four hundred (1,200) square feet in size.

(b) A class VC licensed premises must provide a minimum table seating capacity in the dining area of twenty (20) persons and food and beverages must be served to the customer's table by wait staff or servers.

(c)The primary business of the establishment shall be video gaming.

(d) Establishment shall provide a full service food menu which shall include a variety of non-alcoholic beverages and a minimum of twenty (20) food items, hot and cold, which shall be prepared in a kitchen or food preparation area and served during all hours of operation. A menu of all food offerings must be submitted as part of the license application and will be subject to approval by the liquor commissioner. The approved menu shall be conspicuously placed in the establishment.

(e) No class VC licensed establishment shall be located within one thousand five hundred feet (1,500 ft.), as measured from entrance to entrance, from any other VC licensed establishment authorized by the village to operate video gaming devices.

(f) No video gaming terminal shall be located upon a VC licensed premises unless a valid video terminal operator's license has been issued for each terminal and each terminal displays a valid state terminal registration tag and a village video gaming sticker, both of which shall be displayed in a conspicuous place, readily identifiable upon public inspection.

(g) A class VC licensed establishment must have a video gaming license issued by the Illinois Gaming Board in accordance with the provisions of the Video Gaming Act (230 ILCS 40/1 et seq.); shall comply with all provisions of the Illinois Video Gaming Act, all rules, regulations and restrictions imposed by the Illinois Gaming Board, and the provisions of Chapter 10, Article 14 of the Carol Stream Code of ordinances. Any denial or revocation of a video gaming license application by the Illinois Gaming Board shall constitute a revocation of a Class V license.

(h)The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited as provided in section 11-2-24 of the Carol Stream Code of Ordinances.

(i) No licensee shall permit any person under the age of 21 years to use or play any video gaming terminal.

(j) The fee for a class VC liquor license shall be \$3,725 plus \$1,000 per each video gaming terminal, \$500 of which shall be paid by the terminal operator as provided in Section 10-14-6 of the Village Code of Ordinances.

(k) The village shall issue no more than zero (0) class VC licenses.

(R) A Class T license shall authorize the retail sales of alcoholic beverages by means of bar service only for the consumption on a premises that is annexed into the corporate limits of the village pursuant to the terms of an annexation agreement which authorizes such license. Under no circumstances shall the service of alcohol be permitted outside unless otherwise permitted by the Carol Stream Code of Ordinances. Unless otherwise authorized, the holder of such a license shall post signs in prominent places within the establishment stating that "ALCOHOLIC BEVERAGES MAY NOT BE REMOVED FROM THE PREMISES". No more than one Class T license may be issued. The fee for such license shall be \$3,850.

SECTION 3:

The Carol Stream Code of Ordinances, Chapter 10, "Business Licensing and Regulation", Article 14, "Video Gaming", Sections 10-14-1, 10-14-2, 10-14-5 and 10-14-6 are hereby amended to read as follows:

§ 10-14-1 DEFINITIONS.

For the purposes of this chapter, the following terms shall have the following meaning:

APPLICANT. A person applying for any license under this chapter.

APPLICATION. All material submitted, including the instructions, definitions, forms and other documents issued by the village, comprising the video gaming license application submitted to the village.

CLASS V LIQUOR LICENSE. A liquor license authorization granted by the village to holders of a Class A, Class B, Class F, Class I or Class N liquor license permitting the licensee to operate video gaming terminals in the village.

CLASS VC LIQUOR LICENSE. A liquor license authorization granted by the village permitting the licensee to sell beer and wine and to operate video gaming terminals in a video gaming café within the village.

CODE. The village Code of Ordinances of the Village of Carol Stream, Illinois.

CONTROL. The possession, direct or indirect, of power to direct or cause the direction of the management and policies of an applicant or licensee through the ownership of voting securities, by contract or otherwise.

DISTRIBUTOR. An individual, partnership, corporation, or limited liability company licensed under the Video Gaming Act to buy, sell, lease, or distribute video gaming terminals or major components or parts of video gaming terminals to or from terminal operators.

GAME. A gambling activity that is played for money, property or anything of value, including, without limitation, those played with cards, chips, tokens, vouchers, dice, implements, or electronic, electrical or mechanical devices or machines.

GAMING. The dealing, operating, carrying on, conducting, maintaining or exposing for play of any game.

GAMING OPERATION. The conducting of gaming or the providing or servicing of gaming equipment.

ILLINOIS GAMING BOARD. The board created by the Illinois legislature to regulate video gaming by the State of Illinois.

LICENSED TECHNICIAN. An individual who is licensed under the Video Gaming Act to repair, service, and maintain video gaming terminals.

LICENSED TERMINAL HANDLER. A person, including, but not limited to, an employee or independent contractor working for a manufacturer, distributor, supplier, technician, or terminal operator, who is licensed under the Video Gaming Act to possess or control a video gaming terminal or to have access to the inner workings of a video gaming terminal. A licensed terminal handler does not include an individual, partnership, corporation, or limited liability company defined as a manufacturer, distributor, supplier, technician or terminal operator under Section 5 of the Video Gaming Act.

LICENSED VIDEO GAMING LOCATION. A licensed establishment, as defined in Section 5 of the Video Gaming Act, that holds a valid Class V or Class VC liquor license permitting the licensee to operate and maintain up to six video gaming terminals at the establishment.

LICENSEE. The person, firm or entity to whom an authorization is granted by the village permitting it to engage in the defined activities of video gaming.

LIQUOR COMMISSIONER. The liquor commissioner of the village.

LIQUOR LICENSE. A license issued by the Liquor Commissioner authorizing the holder to sell and offer for sale at retail alcoholic liquor for use or consumption.

MANUFACTURER. An individual, partnership, corporation, or limited liability company that is licensed under the video gaming act and that manufactures or assembles video gaming terminals.

OWNERSHIP INTEREST. Includes, but is not limited to, direct, indirect, beneficial or attributed interest, or holder of stock options, convertible debt, warrants or stock appreciation rights, or holder of any beneficial ownership or leasehold interest.

PERSON. Both individuals and business entities.

STATE. The State of Illinois.

STATE LICENSE. Authorization granted by the Illinois Gaming Board permitting a licensee to engage in the defined activities of video gaming.

SUPPLIER. An individual, partnership, corporation, or limited liability company that is licensed under the Video Gaming Act to supply major components or parts of video gaming terminals to licensed terminal operators.

TERMINAL OPERATOR. An individual, partnership, corporation, or limited liability company that is licensed under the Video Gaming Act that owns, services, and maintains video gaming terminals for placement in licensed video gaming locations in the village.

USE AGREEMENT. A contractual agreement between a licensed terminal operator and a licensed video gaming location establishing terms and conditions for placement and operation of video gaming terminals by the licensed terminal operator within the premises of the licensed video gaming location.

VIDEO GAMING ACT. The Illinois Video Gaming Act, 230 ILCS 40/1 et seq.

VIDEO GAMING EQUIPMENT. Video gaming terminals, associated video gaming equipment and major components or parts.

VIDEO GAMING OPERATION. As the context requires, means the conducting of video gaming and all related activities.

VIDEO GAMING TERMINAL. Any electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including, but not limited to, video poker, line up, and blackjack, as authorized by the Illinois Gaming Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only.

VIDEO GAMING TERMINAL LICENSE. Authorization granted by the village permitting a licensed terminal operator to operate a video gaming terminal in the village.

(Ord. 2020-09-29, passed 9-21-2020)

§ 10-14-2 LICENSES REQUIRED.

(A) No person shall operate or maintain any video gaming terminal or allow video gaming in any premises in the village unless that person holds a valid state location license issued under the Video Gaming Act and a valid village Class V or Class VC liquor license and has entered into a written use agreement with a terminal operator for placement of the terminals. A copy of the use agreement shall be on file in the licensed video gaming location in the village and available for inspection by the Liquor Commissioner or his designees.

(B) No person shall own, maintain, or place a video gaming terminal in the village unless he or she has a valid terminal operator's state license issued under the Video Gaming Act and a valid village video gaming terminal operators license for each video gaming terminal placed and maintained in the village. A terminal operator may only place video gaming terminals in the village for use in licensed video gaming locations.

(C) It is unlawful to operate a video gaming terminal in the village without a valid video gaming sticker affixed thereon.

§ 10-14-5 VIDEO GAMING LOCATIONS – LICENSE.

In addition to the requirements set forth in Chapter 11, Article 2 of this Code, the rules contained in this section shall apply to the issuance of a Class V or Class VC liquor license for the operation of video gaming.

(A) License required.

(1) Each owner or operator of any establishment in the village where a video gaming terminal is maintained or placed shall obtain a Class V or Class VC liquor license from the Liquor Commissioner.

(2) The burden is upon each applicant to demonstrate his or her suitability for licensure.

(3) Each person seeking a Class V or Class VC liquor license shall submit to a background investigation as required by Chapter 11 of this Code.

(B) Qualifications for licensure.

(1) Applicant qualifications Class V or Class VC liquor license. The Liquor Commissioner may not grant any Class V or Class VC liquor license until the Liquor Commissioner is satisfied that the applicant is:

(a) A person of good character, honesty and integrity;

(b) A person whose background, including criminal record, reputation and associations, is not injurious to the public health, safety, morals, good order and general welfare of the people of the state or the village;

(c) A person whose background, including criminal record, reputation and associations, does not discredit or tend to discredit the Illinois Gaming Industry, the state or the village;

(d) A person whose background, including criminal record, reputation, habits, social or business associations does not adversely affect public confidence and trust in gaming or pose a threat to the public interests of the state, the village or to the security and integrity of video gaming;

(e) A person who does not create or enhance the dangers of unsuitable, unfair or illegal practices, methods and activities in the conduct of video gaming;

(f) A person who does not present questionable business practices and financial arrangements incidental to the conduct of video gaming activities or otherwise;

(g) A person who, either individually or through employees, demonstrates business ability and experience to establish, operate and maintain a business for the type of license for which application is made;

(h) A person who does not associate with, either socially or in business affairs, or employ persons of notorious or unsavory reputation or who have extensive police records, or who have failed to cooperate with any officially constituted investigatory or administrative body;

- (i) A person who has not had a gaming license revoked in any other jurisdiction;
- (j) A person who has met the qualifications required in the Video Gaming Act or the regulations promulgated under the Video Gaming Act; and
- (k) A person who is not ineligible from holding a Class V or Class VC liquor license as set forth in Chapter 11, Article 2 of this Code.

(2) No person may be licensed as a video gaming terminal operator if that person has been found unqualified for licensing by the Illinois Gaming Board.

(3) The Liquor Commissioner shall not grant a license to a person who has facilitated, enabled or participated in the use of coin operated devices for gambling purposes. For the purposes of this division, "facilitated, enabled, or participated in the use of coin operated amusement devices for gambling purposes" means that the person has been convicted of any violation of Chapter 28 of the Illinois Criminal Code, 720 Illinois Compiled Statutes 5/28-1 et seq. If there is pending legal action against a person for any such violation, then the Liquor Commissioner shall delay the licensure of that person until the legal action is resolved.

§10-14-6 LICENSING PROCEDURES.

The rules contained in this section and the subsections thereunder shall govern procedures for applying for, renewing and maintaining all types of video gaming licenses issued by the village pursuant to this chapter.

(A) Application forms.

(1) Applications for licensure or renewal shall be submitted on applications and forms provided by the village.

(2) Additional materials. An applicant or its affiliate may be required to submit forms or materials in addition to an application as required by division (A)(1) of this section.

(B) Application procedures.

(1) Any misrepresentation or omission made with respect to an application may be grounds for denial of the application.

(2) An application shall be deemed filed when the completed application form, including all required documents and materials, and the application fee have been submitted.

(C) Submission of application. All applications shall be submitted to the Liquor Commissioner at the village's offices.

(D) License fees. All applicants for terminal operator licenses issued by the Liquor Commissioner shall pay a license fee per terminal in the amount of \$500 (one half of the \$1,000 terminal establishment license fee amount per terminal). set forth in Chapter 10, Article 1, Section 10-1-19 of this Code. All applicants for a Class V or Class VC liquor license shall pay the license fee as set forth in Chapter 11, Article 2, Section 11-2-7(Q) of this Code.

(E) Consideration of applications. Only complete applications will be considered for licensure. Applications are complete when the applicant has submitted:

- (1) All information required by this chapter;
- (2) All information required or requested by the village; and
- (3) Payment of the license fee.

(F) Withdrawal of applications.

(1) An application for licensure under this article may be withdrawn at any time.

(2) If an application for licensure is withdrawn, the applicant may not reapply for a license within one year from the date withdrawal is granted, without leave of the Liquor Commissioner.

(G) Issuance of license.

(1) The Liquor Commissioner may only issue a license after the Illinois Gaming Board background investigation is complete, the Illinois Gaming Board determines the applicant is suitable for licensure, and the applicant has filed a completed application and paid the required license fee.

(2) If an applicant is denied a license, the applicant may not reapply for a license within one year from the date on which the final order of denial was made.

(H) Renewal of license.

(1) All licenses issued by the village under this article shall expire on April 30 and are renewable annually unless sooner canceled or terminated. No license issued under this article is transferable or assignable.

(2) The Liquor Commissioner may only renew a license upon receipt of a copy of the current state video gaming license, the applicable renewal fee and any renewal forms provided by the Liquor Commissioner.

(3) The Liquor Commissioner may only renew a license if the licensee continues to meet all qualifications for licensure set forth in the Video Gaming Act, the regulations promulgated pursuant to the Video Gaming Act and this chapter.

(I) Renewal fees and dates. A licensee shall pay license fees annually, before May 1 of each year, as applicable.

SECTION 4:

Those sections, paragraphs and provisions of Chapter 11 of the Carol Stream 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 Carol Stream Code of Ordinances other than those expressly amended or repealed in Sections 2 and 3 of this Ordinance.

SECTION 5: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2022

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk



Carol Stream Police Department Memorandum

To: Chief Holmer

From: Administrative CST Harvey *JN# 156*

Date: January 25th, 2022

Re: Surplus Items

The Department has identified the below listed squads that are older, have mechanical issues, and have surpassed their usefulness.

1. Patrol squad #634 (2013 Dodge Charger VIN: 2C3CDXATXDH587462). The vehicle currently has 123,033 miles.
2. Patrol squad #636 (2013 Dodge Charger VIN: 2C3CDXAT3DH587464). The vehicle currently has 114,300 miles.
3. Patrol squad #647 (2014 Dodge Charger VIN: 2C3CDXKT6EH320545). The vehicle currently has 106,216 miles.
4. Patrol squad #637 (2013 Ford Explorer VIN: 1FM5K8AR3DGC40342). The vehicle currently has 143,792 miles.
5. Patrol squad #639 (2013 Ford Explorer VIN: 1FM5K8AR7DGC40344). The vehicle currently has 125,264 miles.
6. Patrol squad #687 (2009 Ford Escape VIN: 1FMCU03GX9KA66630). The vehicle currently has 108,831 miles.

A village wide message was sent and no other department expressed an interest in these vehicles. It is recommended the Village Manager declare them as surplus and sold by the Department.

*01-25-2022 - I APPROVE AND RECOMMEND THAT THESE
VEHICLES BE DECLARED SURPLUS.*

Wh

RESOLUTION NO. _____

**A RESOLUTION DECLARING SURPLUS PROPERTY
OWNED BY THE VILLAGE OF CAROL STREAM**

WHEREAS, in the opinion of the Corporate Authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property described; and

WHEREAS, the described personal property has been determined by the Corporate Authorities of the Village of Carol Stream to have negligible value to the Village; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to declare six (6) Police Department squad vehicles as surplus for sale and sold by the Police Department.

NOW, THEREFORE, BE IT RESOLVED 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: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described below:

- 2013 Dodge Charger (634) VIN: 2C3CDXATXDH587462
- 2013 Dodge Charger (636) VIN: 2C3CDXAT3DH587464
- 2014 Dodge Charger (647) VIN: 2C3CDXKT6EH320545
- 2013 Ford Explorer (637) VIN: 1FM5K8AR3DGC40342
- 2013 Ford Explorer (639) VIN: 1FM5K8AR7DGC40344
- 2009 Ford Escape (687) VIN: 1FMCU03GX9KA66630

now owned by the Village of Carol Stream, is no longer useful and declared surplus.

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

PASSED AND APPROVED THIS 7th DAY OF FEBRUARY, 2022.

AYES:

NAYS:

ABSENT:

Frank Saverino Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Tia Messino, Assistant to the Village Manager
DATE: January 28, 2022
RE: Proposed 2022 Summer Concert Series Lineup

The proposed line up for the summer concert series at Town Center follows for your approval.

June 16 (*Concert for Pride Month*)

Radio Gaga

<https://bass-schuler.com/radio-gaga/>

June 23

Johnny Russler Beach Bum Band

<https://bass-schuler.com/johnny-russler-beach-bum-band/>

July 2 (*Concert with Fireworks for Independence Day*)

Strawdawg

<https://strawdawg.net/video-s>

July 7

Trippin Billies

<https://bass-schuler.com/trippin-billies/>

July 14

Blooze Brothers

<https://bass-schuler.com/blooze-brothers/>

July 21 (*Concert for the Troops*)

7th Heaven

<https://www.7thheavenband.com/video.html>

July 28

Shining Star

<https://bass-schuler.com/shining-star/>

The proposed lineup will cost \$17,900 and sound is an additional \$4,200. The total cost for bands and sound of \$22,100 compares favorably with the \$23,635 spent in 2019 and the \$13,050 spent in 2021's shortened season. Staff is seeking the Village Board's approval to move ahead with booking the proposed bands.

Village of Carol Stream
Interdepartmental Memo

DATE: January 31, 2022
TO: Bob Mellor, Village Manager
FROM: Tia Messino, Assistant to the Village Manager
RE: Raffle License Application & Amplification Permit Request

Each year the Village requests and successfully manages a raffle license and a sound amplification permit for Summer in the Center activities. We are requesting a raffle license for a Split-the-Pot (50-50) raffle at six of the Summer Concerts and a Support Our Troops Split-the-Pot raffle at the Annual Concert for the Troops. We are also requesting approval to amplify prerecorded and live music and videos outdoors at the Ferraro Town Center at the 7 date summer concert series and single Movie in the Park event.

Raffle License Application:

Staff is seeking direction on whether to move forward with selecting local food pantries as the recipients of the six (50-50) raffles as shown below. The Concert for the Troops is on Thursday, July 21st, proceeds are to benefit the Illinois Chapter of Operation Support Our Troops America. Raffle tickets are sold by Village staff for \$1/chance or 6 chances for \$5 beginning at 6 pm and ending at 7:45 pm with the actual drawing held between the featured band's 1st and 2nd music sets. Staff is requesting the Village board waive both the raffle application fee and manager bond requirement again this year.

Bloomington Township Food Pantry	Milton Township Food Pantry	
Interfaith Food Pantry	Neighborhood Food Pantry	Wayne Township Food Pantry

Amplification Permit:

Section 15-5-1 of the Village Code requires any party wanting to play amplified music able to be heard over public property to obtain a permit from the Village. An amplification permit application is attached requesting Village Board approval to host the seven date Summer Concert Series and Movie in the Park during which prerecorded and/or live audio will be played outdoors at the Ferraro Town Center. As part of this permit request, the Village requests a waiver of the \$25 application fee.

Please include the raffle license application and the Village's amplification permit request for the 8-date summer event season on the upcoming February 7th agenda for consideration by the Village Board.



Village of Carol Stream

Sound Amplification Permit Application

Permit #

Please thoroughly read the attached local Sound Amplification Ordinance that details the permit procedures and guidelines for use of a sound amplification device.

Applicant Name: Asst. to Tia Messino

Applicant Address: 500 N Gary Ave.

Daytime Phone #: 630-871-6254 Applicant E-mail: tmessino@carolstream.org

Organization Name: Village of Carol Stream

Organization Address: 500 N Gary Ave.

Daytime Phone #: _____ Organization E-mail: _____

Address Where Sound Amplifier Device Will Be Used:

Please provide copy of permit location if Park District property

Town Center 960 N Gary Ave.

Purpose of Event for Sound Amplifier Permit Request:

Concerts and Movie in the Park

Date(s) and Time(s) for Use of Sound Amplifier Permit:

6/16/22, 6/23/22, 6/30/22, 7/2/22, 7/7/22, 7/14/22, 7/21/22, 7/28/22 +TBD rain date

PERMIT FEE: \$25.00 per day used at a fixed location or in a moving vehicle. Please return completed permit application and fee payment(s) to:

Village Manager's Office
 Village of Carol Stream
 500 N. Gary Avenue
 Carol Stream, IL 60188
 (630) 871-6250

<p>If non for profit organization, please submit fee waiver request on organization letterhead indicating event, date and time. Fee waiver request and application will be presented to the Village Board. If approved, fee will be waived. Please allow up to 30 days for Board approval.</p>
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**Village of Carol Stream
Schedule of Bills
For Village Board Approval on FEBRUARY 7, 2022**

AGENDA ITEM
L-1 2/7/22

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ABBOTT TREE CARE					
SNOW REMOVAL 01/23/22	7,810.25	01670200-52266	SNOW REMOVAL	27883 PO-3958	
SNOW REMOVAL 01/24/22	6,337.75	01670200-52266	SNOW REMOVAL	27884 PO-3958	
	<u>14,148.00</u>				
ACCURATE OFFICE SUPPLY CO					
OFFICE SUPPLIES	4.56	01640100-53317	OPERATING SUPPLIES	557045	
OFFICE SUPPLIES	39.90	01640100-53317	OPERATING SUPPLIES	558470	
OFFICE SUPPLIES	86.05	01620100-53317	OPERATING SUPPLIES	265896	
OFFICE SUPPLIES	53.07	01600000-53314	OFFICE SUPPLIES	562335	
OFFICE SUPPLIES-PW TONER	80.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	558681	
	<u>263.58</u>				
ACQUA CONTRACTORS CORP.					
SANITARY SEWER EXTENSION	7,635.23	04-21232	RETAINAGE - ACQUA CONTRACTOR	102-004 PO-462645	
	<u>7,635.23</u>				
ADVANCED WEIGHING SYSTEMS INC					
RECERT-WHEEL LOAD SCALE	200.00	01660100-52234	DUES & SUBSCRIPTIONS	30900	
	<u>200.00</u>				
ADVANTAGE TRAILERS & HITCHES					
NV MODULE	222.47	01696200-53354	PARTS PURCHASED	74900	
	<u>222.47</u>				
AEP ENERGY					
100 DELLA CT 12/07/21-01/10/22	11.67	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 01/12/22	
	<u>11.67</u>				

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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>
AJD CONCRETE CONSTRUCTION CORP					
SNOW REMOVAL 01/01-01/02/22	16,142.50	01670200-52266	SNOW REMOVAL	2022004 PO-3959	
SNOW REMOVAL 01/02/22, GLENBARD NORTH S	945.00	01670200-52266	SNOW REMOVAL	2022005 PO-3959	
SNOW REMOVAL 01/02/22, SILVER LEAF	120.00	01670200-52266	SNOW REMOVAL	2022007 PO-3959	
SNOW REMOVAL 01/09/22, GLENBARD NORTH S	440.00	01670200-52266	SNOW REMOVAL	2022006 PO-3959	
SNOW REMOVAL 01/23/22	8,777.50	01670200-52266	SNOW REMOVAL	2022017 PO-3959	
SNOW REMOVAL 01/24/22	6,162.00	01670200-52266	SNOW REMOVAL	2022018 PO-3959	
SNOW REMOVAL 01/28/22	3,728.00	01670200-52266	SNOW REMOVAL	2022019 PO-3959	
SNOW REMOVAL 12/28/21	7,011.50	01670200-52266	SNOW REMOVAL	2022003 PO-3959	
SNOW REMOVAL-GLENBARD 01/23/22	615.00	01670200-52266	SNOW REMOVAL	2022011 PO-3959	
SNOW REMOVAL-GLENBARD AM 01/24/22	945.00	01670200-52266	SNOW REMOVAL	2022015 PO-3959	
SNOW REMOVAL-GLENBARD PM 01/24/22	945.00	01670200-52266	SNOW REMOVAL	2022016 PO-3959	
SNOW REMOVAL-SILVERLEAF 01/23/22	120.00	01670200-52266	SNOW REMOVAL	2022012 PO-3959	
SNOW REMOVAL-SILVERLEAF AM 01/24/22	120.00	01670200-52266	SNOW REMOVAL	2022013 PO-3959	
SNOW REMOVAL-SILVERLEAF PM 01/24/22	120.00	01670200-52266	SNOW REMOVAL	2022014 PO-3959	
	46,191.50				
ALEXIS ARAOZ, GIS ANALYST					
GIS CONTRACTOR 12/29/21-01/31/22	4,339.36	01652800-52257	GIS SYSTEM	0000008 PO-1937	
	4,339.36				
ALLEGIANT FIRE PROTECTION					
ANNUAL FIRE EXT. INSPECTION	265.00	01680000-52244	MAINTENANCE & REPAIR	SO033265	
	265.00				

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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>
AMAZON.COM					
ARCTIC JACKETS-MENCHACA, MONTALVO	189.99	04100100-53324	UNIFORMS	8380242	
ARTIC BIBS-FELIX MONTALVO	199.99	04200100-53324	UNIFORMS	0186616	
ARTIC JACKET-F MONTALVO	189.99	04200100-53324	UNIFORMS	8380242	
BATTERIES	180.97	01696200-53316	TOOLS	4481040	
BOOT DRYER	64.98	04201600-53317	OPERATING SUPPLIES	4990623	
CARHARTT UNINSULATED AND ARCTIC BIBS	239.97	04200100-53324	UNIFORMS	0186616	
CHRISTMAS CARDS	57.40	01662600-53314	OFFICE SUPPLIES	8479414	
CLEANING SWABS	79.98	01662700-53317	OPERATING SUPPLIES	5346630	
CONNECTORS, TRIPPETT PANTS	20.36	01696200-53317	OPERATING SUPPLIES	2032255	
EVIDENCE SUPPLIES	14.98	01662700-53317	OPERATING SUPPLIES	5797804	
FLASHLIGHT-REFUND	-48.89	04201600-53316	TOOLS	2499459-REF	
GRINDER WHEELS, TORX BITS	43.87	04201600-53316	TOOLS	5678618	
JEANS - PAUL TRIPPETT	119.95	01696200-53324	UNIFORMS	2032255	
KITCHEN SUPPLIES	42.46	01660100-53317	OPERATING SUPPLIES	2724236	
MID WEIGHT BIBS-FELIX M	119.99	04100100-53324	UNIFORMS	1427420-3	
NV LIGHTS	72.08	01696200-53354	PARTS PURCHASED	9321859	
OFFICE SUPPLIES	16.99	01662600-53314	OFFICE SUPPLIES	9680230	
OFFICE SUPPLIES	19.11	01662600-53314	OFFICE SUPPLIES	6309855	
OFFICE SUPPLIES	54.74	01610100-53317	OPERATING SUPPLIES	2136265	
OFFICE SUPPLIES	60.99	01610100-53317	OPERATING SUPPLIES	4281061	
OFFICE SUPPLIES	80.02	01610100-53317	OPERATING SUPPLIES	3266602	
PAPER TOWELS	105.98	01660100-53317	OPERATING SUPPLIES	0196213	
PARTS FOR TRAILER PUMP	35.99	04101500-53317	OPERATING SUPPLIES	4356245	
REPLACEMENT BATTERIES	32.99	01652800-53317	OPERATING SUPPLIES	6345808	
REPLACEMENT HARD DRIVE	307.99	01652800-53317	OPERATING SUPPLIES	1716204	
SQUAD PARTS	34.95	01662700-52244	MAINTENANCE & REPAIR	5945853	
SQUAD PARTS	44.95	01662700-52244	MAINTENANCE & REPAIR	0829042	
SUPPLIES FOR 6" PUMP	35.53	04101500-53317	OPERATING SUPPLIES	0510629	
TRAINING EQUIPMENT	104.99	01662700-52223	TRAINING	8294652	
TRAINING SUPPLIES	4.04	01662700-52223	TRAINING	2716206	

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TRAINING SUPPLIES	33.84	01662700-52223	TRAINING	6017058	
UNINSULATED BIBS-MARTY Z	79.99	04100100-53324	UNIFORMS	8621822	
WATER DEPT SUPPLIES	6.99	04201600-53317	OPERATING SUPPLIES	1427420-2	
WATER DEPT SUPPLIES	19.74	04201600-53317	OPERATING SUPPLIES	1427420	
	<u>2,667.89</u>				
AMERICAN WATER WORKS ASSOCIATION					
MEMBERSHIP-MODAFF 02/01/22-01/31/23	85.00	04200100-52234	DUES & SUBSCRIPTIONS	7001975509	
MEMBERSHIP-RON ROEHN 02/01/22-01/31/23	85.00	04200100-52234	DUES & SUBSCRIPTIONS	7001975476	
	<u>170.00</u>				
ANARCHY OUTDOORS					
SWAT GEAR-MCINTYRE	378.68	01660100-53324	UNIFORMS	74429	
	<u>378.68</u>				
ANDERSON PEST SOLUTIONS					
VH PEST CONTROL	92.00	01680000-52244	MAINTENANCE & REPAIR	9353759	
	<u>92.00</u>				
ANDREW ZAKERSKI					
K9 TACTICAL COMBAT-ZAKERSKI 02/13-02/16/22	141.25	01660100-52223	TRAINING	K9 TACTICAL-2022	
	<u>141.25</u>				
ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
FIRST AID SUPPLIES	67.54	01590000-53317	OPERATING SUPPLIES	ORD4-008013	
	<u>67.54</u>				
ASPEN SNOW AND ICE					
SNOW REMOVAL 01/23-01/24/22	1,125.00	01670200-52266	SNOW REMOVAL	617 PO-3960	
	<u>1,125.00</u>				
AUGUSTINO'S DELI INC					
MEAL-HOLIDAY LUNCH 12/16/21	1,300.00	01600000-52242	EMPLOYEE RECOGNITION	523150	
	<u>1,300.00</u>				

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AUTO TOOL WORLD-VISION ECOM LLC					
INFLATOR	76.54	01696200-53316	TOOLS	AB160907	
VALVE	20.14	01696200-53316	TOOLS	AB161282	
	<u>96.68</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
INSPECTIONS-DEC 2021	1,157.02	01643700-52253	CONSULTANT	15453	
INTERIOR REV-730 NORTH AVE, 21-2861-RMDC	2,245.00	01643700-52253	CONSULTANT	57819	
	<u>3,402.02</u>				
BAUDVILLE					
SUPPLIES FOR ID MAKER	183.96	01600000-53314	OFFICE SUPPLIES	3017068	
	<u>183.96</u>				
BAXTER & WOODMAN INC					
WRC CONSTRUCTION-DEWATERING, PAY#10	1,830.00	04101100-54480	CONSTRUCTION	0230934 PO-3906	
WRC-CMOM UPDATE	1,800.00	04101100-52253	CONSULTANT	0230937	
	<u>3,630.00</u>				
BOLLER CONSTRUCTION CO. INC					
WRC DEWATERING 12/31/21, PAY# 7	-8,131.02	04-21225	RETAINAGE - BOLLER CONSTRUCT.21184-7 PO-3907		
WRC DEWATERING 12/31/21, PAY# 7	81,310.17	04101100-54480	CONSTRUCTION	21184-7 PO-3907	
	<u>73,179.15</u>				
BROTHERS ASPHALT PAVING INC					
FLEX PAVEMENT PROJECT PAY #4, FINAL	42,842.82	06320000-54470	STREET RESURFACING	34991 PO-462648	
FLEX PAVEMENT PROJECT PAY #4, FINAL	190,451.21	06-21451	RETAINAGE - BROTHERS ASPHALT	34991 PO-462648	
	<u>233,294.03</u>				
BUILDING & FIRE CODE ACADEMY					
TRAINING PLAN, PERMIT ASSIST	350.00	01640100-52223	TRAINING	52883	
	<u>350.00</u>				

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C S FIRE PROTECTION DISTRICT					
PERMITS-DEC 2021	1,300.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS DEC 2021	
	<u>1,300.00</u>				
C S PUBLIC LIBRARY					
PPRT DEC 2021	3,412.32	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT DEC 2021		
	<u>3,412.32</u>				
CANON FINANCIAL SERVICES INC					
ADMIN-COPIER 11/01-11/30/21	1,036.10	01652800-52226	OFFICE EQUIPMENT MAINTENANC27723937		
	<u>1,036.10</u>				
CARHARTT INC					
SWEATSHIRT-REFUND	-269.93	04200100-53324	UNIFORMS	0202303856-REF	
	<u>-269.93</u>				
CAROL CADLE					
CLOTH ALLOW-C CADLE 01/12/22, AMAZON	39.99	01660100-53324	UNIFORMS	5546615	
	<u>39.99</u>				
CAROL STREAM LAWN & POWER					
GARBAGE PICKERS	95.80	01670400-53317	OPERATING SUPPLIES	476638	
NV SHAFT	121.43	01696200-53354	PARTS PURCHASED	473596	
	<u>217.23</u>				
CAROL STREAM PARK DISTRICT					
PARK PASSES-DEC 2021	120.00	01-24236	BARK PARK MEMBERSHIP	PARK PASSES DEC 202	
	<u>120.00</u>				

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CARQUEST AUTO PARTS					
DE BATTERIES	7.63	01696200-53354	PARTS PURCHASED	2420-512271	
DE BATTERY	9.19	01696200-53354	PARTS PURCHASED	2420-513621	
DE BEARING	8.98	01696200-53354	PARTS PURCHASED	2420-512393	
DE BRAKE SHOE	312.98	01696200-53354	PARTS PURCHASED	2420-512222	
DE BULB	23.78	01696200-53354	PARTS PURCHASED	2420-513074	
DE FILTER	3.14	01696200-53354	PARTS PURCHASED	2420-513505	
DE FILTER	3.14	01696200-53354	PARTS PURCHASED	2420-513645	
DE MOUNT	45.57	01696200-53354	PARTS PURCHASED	2420-512181	
DE OIL PRESSURE SWITCH	40.99	01696200-53354	PARTS PURCHASED	2420-513318	
DE PLOW LIGHTS	124.09	01696200-53354	PARTS PURCHASED	2420-512653	
DE RACE	15.36	01696200-53354	PARTS PURCHASED	2420-513352	
DE SPARK PLUGS	129.44	01696200-53354	PARTS PURCHASED	2420-513623	
DE TRANSMISSION FILTER	25.54	01696200-53354	PARTS PURCHASED	2420-513091	
	749.83				
CDW GOVERNMENT LLC, CDW GOVERNMENT,CDWG					
INK CARTRIDGES-RECEIPT PRINTERS	174.12	01610100-53317	OPERATING SUPPLIES	Q923679	
	174.12				
CHICAGO PARTS AND SOUND					
NV CORES	-110.00	01696200-53354	PARTS PURCHASED	1CR0040839	
	-110.00				
CHICAGO TRIBUNE-REDEYE					
DIGITAL ACCESS 12/03-12/30/21	27.72	01590000-52234	DUES & SUBSCRIPTIONS	12302021 12-01-2021	
	27.72				
CHRISTOPHER B BURKE ENGR LTD					
FAIR OAKS 11/28-12/31/21	397.36	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	172089	
FULLERTON TOWER-PAINTING, REPAIRS 11/28-1:	3,202.36	04201600-52253	CONSULTANT	172087 PO-3942	
	3,599.72				

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CIOSEK TREE SERVICE INC					
TREE REMOVAL-CHARGER CT	2,850.00	01670700-52268	TREE MAINTENANCE	011622 PO-3874	
TREE REMOVAL-PKWY	600.00	01670700-52268	TREE MAINTENANCE	011722 PO-3874	
	<u>3,450.00</u>				
COMCAST CABLE					
ELEVATOR PHONES 11/20-12/19/21	87.29	01652800-52230	TELEPHONE	0010112 11/16/21	
MTHLY FEE 11/20-12/19/21	90.00	01664700-53330	INVESTIGATION FUND	0483228 11/16/21	
VOICE, DATA SVC 11/15-12/14/22	4,448.26	01652800-52230	TELEPHONE	134527832	
	<u>4,625.55</u>				
COMED					
465 CENTER AVE 12/16/21-01/20/22	114.62	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 01/20/22	
KUHN RD, RT64 12/16/21-01/20/22	33.68	01662300-52298	ATLE SERVICE FEE	4202129060 01/20/22	
MASTER ACCT-5025 12/15/21-01/19/22	554.89	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 01/24/22	
	<u>703.19</u>				
CONCENTRA HEALTH SERVICES, INC					
DOT RANDOM SCREENS 06/23-12/20/21	220.00	01600000-52225	EMPLOYMENT PHYSICALS	15358528	
	<u>220.00</u>				
CONSTELLATION NEW ENERGY					
1015 LIES RD 12/15/21-01/19/22, 61550661501	96.78	04201600-53210	ELECTRICITY	7280332-21 01/20/22	
1348 CHARGER CT 12/15/21-01/19/22, 6155066	471.22	04101500-53210	ELECTRICITY	7280332-20 01/20/22	
1N END THORNHILL 12/15/21-01/19/22, 615506	93.57	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 01/20/22	
200 TUBEWAY 12/07/21-01/10/22, 6147259840:	350.07	04101500-53210	ELECTRICITY	7280332-18 01/11/22	
333 FULLERTON 12/15/21-01/19/22, 615506172	1,703.21	04201600-53210	ELECTRICITY	7280332-27 01/20/22	
	<u>2,714.85</u>				
CONSULTING ENGINEERING, INC					
LEAK DETECT CONTRACT	23,120.00	04201600-52244	MAINTENANCE & REPAIR	1 PO-3952	
	<u>23,120.00</u>				

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CORE & MAIN LP					
3/4", 1" COPPER SLEEVES	466.56	04201600-53317	OPERATING SUPPLIES	Q138806	
6x12x2 CC SLEEVE	148.00	04201600-53317	OPERATING SUPPLIES	Q171084	
B-BOX KEY, TAPE	130.84	04201600-53317	OPERATING SUPPLIES	Q158242	
METER FLANGE NEW CONSTRUCTION	64.00	04201400-53333	NEW METERS	Q163382	
MUELLER HYDRANT PARTS	1,018.97	04201600-53317	OPERATING SUPPLIES	Q197031	
MUELLER UPPER STEM	243.42	04201600-53317	OPERATING SUPPLIES	Q228266	
VALVE BOX-371 SCHMALE HYDRANT	370.92	04201600-53317	OPERATING SUPPLIES	Q182570	
	2,442.71				
DARREN BOSHART					
CLOTH ALLOW-BOSHART 01/23/22, KOHLS	145.02	01660100-53324	UNIFORMS	KOHLs 01/23/22	
	145.02				
DOCUMENT IMAGING DIMENSIONS, INC					
TONER-CD	208.00	01652800-52226	OFFICE EQUIPMENT MAINTENAN	Q2295	
TONER-PD	109.00	01652800-52226	OFFICE EQUIPMENT MAINTENAN	Q2299	
	317.00				
DU COMM					
DISPATCH SVC 02/01-04/30/22	204,228.75	01662700-52245	GENERAL COMMUNICATIONS	17910	
FACILITY COST 02/01-04/30/22	9,651.51	01662700-52245	GENERAL COMMUNICATIONS	17867	
	213,880.26				
DULUTH TRADING CO					
BIBS - RANDY GUENTHER	67.12	04100100-53324	UNIFORMS	SO030497378	
COVERALLS-WEIGAND, GUENTHER	156.74	04200100-53324	UNIFORMS	SO030313883	
RAIN PANTS-RANDY GUENTHER	67.12	04200100-53324	UNIFORMS	SO030497378	
	290.98				

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Schedule of Bills
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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>
DUPAGE CHRYSLER DODGE JEEP					
DE BOLT	5.39	01696200-53354	PARTS PURCHASED	88325	
DE COOLER	74.88	01696200-53354	PARTS PURCHASED	88253	
DE HOSE	55.86	01696200-53354	PARTS PURCHASED	88265	
DE OIL COOLER	74.88	01696200-53354	PARTS PURCHASED	88096	
DE SEAT PAD	1,689.38	01696200-53354	PARTS PURCHASED	88266	
DE SENSOR	68.34	01696200-53354	PARTS PURCHASED	88354	
DE TRANS FILTER	240.62	01696200-53354	PARTS PURCHASED	88156	
DE TRANS OIL	145.98	01696200-53354	PARTS PURCHASED	88176	
DE TRANS PAN	267.64	01696200-53354	PARTS PURCHASED	88311	
WIRING KIT-REFUND	-35.38	01696200-53354	PARTS PURCHASED	CM88354	
	2,587.59				
DUPAGE CO JUDICIAL CENTER					
ZEBRA MOBIL PRINTERS-SQUAD CARS, REPLACED	1,598.00	01662700-53350	SMALL EQUIPMENT EXPENSE	CS112921	
	1,598.00				
DUPAGE MATERIALS COMPANY					
CULVERT PATCH	362.50	01670500-53317	OPERATING SUPPLIES	17234	
	362.50				
EFRAIM CARLSON & SON INC					
EOC-TRAINING ROOM BUILD OUT FINAL	3,701.30	11-21321	RETAINAGE-EFRAIM CARLSON & SQ.PO-4602168		
EOC-TRAINING ROOM BUILD OUT FINAL	63,662.65	11740000-55487	FACILITY CAPITAL IMPROVEMENT 2.PO-4602168		
	67,363.95				
ELINEUP LLC					
SOFTWARE MAINT RENEWAL 01/06/22-01/06/23	600.00	01660100-52255	SOFTWARE MAINTENANCE	1031	
	600.00				

**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>
ENGINEERING RESOURCE ASSOCIATES INC					
KLEIN CR-STREAMBANK SECTION I 12/31/21	7,897.75	11740000-55488	STORMWATER UTILITIES	160914A0.10 462-643	
PHASE II ENGINEERING-DEC 2021	12,130.96	11740000-55488	STORMWATER UTILITIES	160914B0.06 462-654	
	<u>20,028.71</u>				
FEECE OIL CO					
JA OIL	129.60	01696200-53354	PARTS PURCHASED	2018755	
	<u>129.60</u>				
FIRESTONE COMPLETE AUTO CARE					
DE TIRES	605.96	01696200-53354	PARTS PURCHASED	085024	
	<u>605.96</u>				
GALLS LLC					
UNIFORM-BUCHOLZ	311.19	01660100-53324	UNIFORMS	019687135	
	<u>311.19</u>				
GARVEY'S OFFICE SUPPLIES					
OFFICE SUPPLIES	32.38	01662600-53314	OFFICE SUPPLIES	PINV2180970	
OFFICE SUPPLIES	64.26	01662600-53314	OFFICE SUPPLIES	PINV2181513	
OFFICE SUPPLIES	67.20	01662600-53314	OFFICE SUPPLIES	PINV2173399	
OFFICE SUPPLIES	91.32	01662600-53314	OFFICE SUPPLIES	PINV2180998	
OFFICE SUPPLIES	136.40	01662600-53314	OFFICE SUPPLIES	PINV2173842	
	<u>391.56</u>				
GENUINE PARTS COMPANY INC					
DC PARTS 12/01-12/31/21	7.96	01696200-53316	TOOLS	11007487 12/31/21	
DC PARTS 12/01-12/31/21	71.88	01670400-53317	OPERATING SUPPLIES	11007487 12/31/21	
DC PARTS 12/01-12/31/21	175.64	01696200-53317	OPERATING SUPPLIES	11007487 12/31/21	
DC PARTS 12/01-12/31/21	3,554.41	01696200-53354	PARTS PURCHASED	11007487 12/31/21	
	<u>3,809.89</u>				

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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>
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-R ARGUILLES 01/02, 01/09/22	1,398.00	04103100-52253	CONSULTANT	3886587	
ACCOUNTS CLERK-R ARGUILLES 01/02, 01/09/22	1,398.00	04203100-52253	CONSULTANT	3886587	
ACCOUNTS CLERK-R ARGUILLES 01/16, 01/23/22	1,398.00	04103100-52253	CONSULTANT	3895050	
ACCOUNTS CLERK-R ARGUILLES 01/16, 01/23/22	1,398.00	04203100-52253	CONSULTANT	3895050	
LIBRARY TECH-N BOYD 01/02, 01/09/22	3,773.60	01652800-52253	CONSULTANT	3886589	
LIBRARY TECH-N BOYD 01/16, 01/23/22	3,773.60	01652800-52253	CONSULTANT	3895052	
OFFICE MANAGER-D KALKE 01/02, 01/09/22	3,316.00	01590000-52253	CONSULTANT	3886588	
OFFICE MANAGER-D KALKE 01/16, 01/23/22	3,364.80	01590000-52253	CONSULTANT	3895051	
	19,820.00				
GRAINGER					
1" AIR HOSE FOR WIZARD	273.29	04101500-53317	OPERATING SUPPLIES	9137117926	
BUSHING FOR PUMP	5.49	04101500-53317	OPERATING SUPPLIES	9150584887	
PIN, BITS	31.54	01696200-53317	OPERATING SUPPLIES	9145013232	
TOWN CTR LED PROG	41.07	11740000-55487	FACILITY CAPITAL IMPROVEMENT	9154175963	
TOWN CTR LED PROJ	18.42	11740000-55487	FACILITY CAPITAL IMPROVEMENT	9154709373	
VERTICAL BAR RACK	408.17	04201600-53350	SMALL EQUIPMENT EXPENSE	9131019888	
WIZARD FITTINGS	26.58	04101500-53317	OPERATING SUPPLIES	9153426532	
	804.56				
GROUP LINK					
HELPDESK LICENSES 02/28/23	2,247.75	01652800-52255	SOFTWARE MAINTENANCE	2022-01-31-25236	
HELPDESK-NEW LICENSES 02/28/23	2,497.50	01652800-52255	SOFTWARE MAINTENANCE	2021-10-07-25188	
	4,745.25				
HEARTLAND RECYCLING-AURORA CCDD,LLC					
SPOIL HAULING	1,267.50	04201600-52265	HAULING	0000024009	
	1,267.50				

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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>
HOME DEPOT					
ADAPTER	4.98	01670400-53317	OPERATING SUPPLIES	4010112	
ANCHORS FOR SHELVING	22.30	04201600-53350	SMALL EQUIPMENT EXPENSE	9015920	
BOOT TRAYS FOR SALT BIN	38.64	01680000-53319	MAINTENANCE SUPPLIES	1021792	
CEILING TILES	21.62	01670400-53317	OPERATING SUPPLIES	2015577	
DE HOSE	15.68	01696200-53354	PARTS PURCHASED	4022703	
DE PVC PIPE	21.63	01696200-53354	PARTS PURCHASED	9015919	
DECKING FOR SHELVING	461.76	04201600-53350	SMALL EQUIPMENT EXPENSE	8016089	
ELECTRICAL SUPPLIES	57.08	01680000-53319	MAINTENANCE SUPPLIES	5022646	
ELECTRICAL SUPPLIES, BUNGEEES	73.00	01680000-53319	MAINTENANCE SUPPLIES	5010025	
EXTENSION CORD	15.49	01670400-53317	OPERATING SUPPLIES	5026866	
FH GARAGE DEADBOLT	13.97	01680000-53319	MAINTENANCE SUPPLIES	9021993	
FH GARAGE-DEADBOLT	13.97	01680000-53319	MAINTENANCE SUPPLIES	0082978	
FH GARAGE-DEADBOLT REFUND	-13.97	01680000-53319	MAINTENANCE SUPPLIES	0082978-REF	
FH KEYS, SEALANT, COVER	15.52	01680000-53319	MAINTENANCE SUPPLIES	1023108	
GRINDER WHEELS	20.82	04201600-53316	TOOLS	5101371	
HUB FLAP GRINDING DISC	49.85	01680000-53319	MAINTENANCE SUPPLIES	1015656	
LYSOL-OP'S SUPPLIES	39.88	01670400-53317	OPERATING SUPPLIES	8020763	
METER GEL CAPS, PLANT SUPPLIES, GRINDER W/	11.96	04201400-53333	NEW METERS	5101371	
ORGANIZATION	120.72	01670400-53317	OPERATING SUPPLIES	9015920	
PAINTING SUPPLIES FOR DOOR	47.75	01680000-53319	MAINTENANCE SUPPLIES	4022761	
PLANT SUPPLIES	26.41	04201600-52244	MAINTENANCE & REPAIR	5101371	
PRIMER, PAINT BRUSHES	58.93	01680000-53319	MAINTENANCE SUPPLIES	8020804	
SAFE DOOR THRESHOLD	14.47	01680000-53319	MAINTENANCE SUPPLIES	19170162594	
SHEETING - CHARGER STAND	76.96	01670400-53317	OPERATING SUPPLIES	8016089	
SNOW SHOVELS, DISPOSABLE GLOVES	88.87	01680000-53319	MAINTENANCE SUPPLIES	1010655	
SUPPLIES	29.94	01620100-53317	OPERATING SUPPLIES	9342120	
TOWN CTR-HOLIDAY CLIPS, HOOKS	7.11	01680000-53319	MAINTENANCE SUPPLIES	6182893	
TOWN CTR-TREE ZIP TIES, CLIPS	19.28	01680000-53319	MAINTENANCE SUPPLIES	4082508	
	<u>1,374.62</u>				

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HOTELS-MASTERCARD					
HOTEL-COOPER 12/16-12/19/21	322.06	01662400-53330	INVESTIGATION FUND	MARRIOTT 40029	
	<u>322.06</u>				
I C M A (INTN'L CITY/COUNTY MGMT ASSN					
RECYCLING, WASTE SEMINAR	70.00	01590000-52223	TRAINING	7201279	
	<u>70.00</u>				
ILLINOIS DEPT OF AGRICULTURE					
LAW ENFORCEMENT SCALE DEVICE INSPECTION	800.00	01660100-52234	DUES & SUBSCRIPTIONS	7A001271	
	<u>800.00</u>				
ILLINOIS DEPT OF FINANCIAL & PROF REGULA					
CPA LICENSE	92.03	01610100-52234	DUES & SUBSCRIPTIONS	1013436	
ENGINEERING LICENSE-ULREICH	61.35	01620100-52234	DUES & SUBSCRIPTIONS	980158	
LICENSE RENEWAL-MCNAMARA	61.35	01660100-52234	DUES & SUBSCRIPTIONS	1000751	
LICENSE RENEWAL-MOLLOY	61.35	01660100-52234	DUES & SUBSCRIPTIONS	1047937	
	<u>276.08</u>				
ILLINOIS SECTION A W W A					
ISAWWA-CODY WEIGAND	83.00	04200100-52234	DUES & SUBSCRIPTIONS	300000756	
	<u>83.00</u>				
ILLINOIS STATE POLICE/DIRECTOR					
COURT ORDERED PAYMENT	800.00	01-24238	IL STATE POLICE ASSET FORFEIT	21MR1307/CSPC2102588	
	<u>800.00</u>				
ILLINOIS TOLLWAY					
I-PASS TOLLS F150 #203	4.10	01643700-52223	TRAINING	2012448520	
	<u>4.10</u>				
ILLINOIS TRUCK ENFORCEMENT ASSN					
MEMBERSHIP 11/22/21-11/13/22	100.00	01660100-52234	DUES & SUBSCRIPTIONS	04943	
	<u>100.00</u>				

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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>
IMMEDIATE ELECTRICAL SERVICES, INC					
MAINTENANCE-SPEED CONTROL SWITCH	297.98	01696200-52244	MAINTENANCE & REPAIR	1039	
	297.98				
INTERNATIONAL ASSN OF CHIEF OF POLICE					
MEMBERSHIP-HOLMER 01/01-12/31/22	190.00	01660100-52234	DUES & SUBSCRIPTIONS	0116074	
MEMBERSHIP-INCROCCI 01/01-12/31/22	190.00	01660100-52234	DUES & SUBSCRIPTIONS	0115525	
	380.00				
INTERNATIONAL SOCIETY OF ARBORICULTURE					
MEMBERSHIP-PATRICK TUNNEY	190.00	01670700-52234	DUES & SUBSCRIPTIONS	WEB731031	
MEMBERSHIP-RICH SCHAFFER 12/06/21	190.00	01670700-52234	DUES & SUBSCRIPTIONS	WEB731597	
TRAINING - RICH SCHAFFER	48.00	01670700-52223	TRAINING	WEB731597	
	428.00				
INTERNET PURCHASE MASTERCARD					
DIANE WELLS MOTHER	104.74	01660100-53317	OPERATING SUPPLIES	9478	
LASERFICHE CONF-BOYD 02/15-02/17/22	699.00	01652800-52223	TRAINING	NSN24QLZ66B	
LASERFICHE CONF-BUSHMAN 02/15-02/17/22	1,199.00	01652800-52223	TRAINING	8JN2YLGMLD6	
LASERFICHE CONF-CARDENAS 02/15-02/17/22	699.00	01652800-52223	TRAINING	4BNVVKFVHKK	
PIEKARZ DUI DRUG TRAINING	29.00	01660100-52223	TRAINING	CON283417	
SYMES DUI DRUG TRAINING	29.00	01660100-52223	TRAINING	CON283396	
TRAINING-LASERFICHE, SANDY	699.00	01600000-52223	TRAINING	NCN7SX8FPCJ	
USB EXTENSION-DUO HARDWARE TOKEN	61.57	01652800-53317	OPERATING SUPPLIES	92719	
USB EXTENTION-DUO TOKEN	57.51	01652800-53317	OPERATING SUPPLIES	92680	
	3,577.82				
IT GLUE					
IT DOC SOFTWARE	114.00	01652800-52255	SOFTWARE MAINTENANCE	279763445	
	114.00				

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ITRON INC					
ITRON MAINT 02/01-04/30/22	1,012.23	04103100-52255	SOFTWARE MAINTENANCE	611556	
ITRON MAINT 02/01-04/30/22	1,012.23	04203100-52255	SOFTWARE MAINTENANCE	611556	
	<u>2,024.46</u>				
J C LICHT					
PD SAFE PAINT	281.98	01660100-53317	OPERATING SUPPLIES	70145761	
	<u>281.98</u>				
J G UNIFORMS INC					
UNIFORM-BOGUSZEWSKI, VEST CARRIER	191.49	01660100-53324	UNIFORMS	92322	
	<u>191.49</u>				
J U L I E INC					
JULIE	345.88	04201600-52272	PROPERTY MAINTENANCE	2022-0272	
JULIE	345.88	04101500-52272	PROPERTY MAINTENANCE	2022-0272	
JULIE	345.89	01670600-52272	PROPERTY MAINTENANCE	2022-0272	
JULIE	345.89	01670300-52272	PROPERTY MAINTENANCE	2022-0272	
	<u>1,383.54</u>				
JA RENTALS CORP					
TREE LIGHTING TENT, HEATER	900.00	01750000-52291	MISC EVENTS/ACTIVITIES	012022	
	<u>900.00</u>				
JACLYN SCHON					
REIMB-VETERINARY BILL	250.00	03395000-52315	CANINE SERVICES	0236Y	
	<u>250.00</u>				
JET BRITE CAR WASH INC					
CAR WASH 12/01-12/31/21	168.00	01662700-52244	MAINTENANCE & REPAIR	4498	
	<u>168.00</u>				

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JOE COTTON FORD					
DE FILTER	38.30	01696200-53354	PARTS PURCHASED	9720	
DE FILTERS	20.16	01696200-53354	PARTS PURCHASED	9587	
DE GASKET	58.34	01696200-53354	PARTS PURCHASED	9738	
NV HARDWARE	28.96	01696200-53354	PARTS PURCHASED	9351	
NV TRANS PAN	109.73	01696200-53354	PARTS PURCHASED	9296	
	255.49				
JOHN L FIOTI					
ADJUDICATION-JAN 2022	625.00	01570000-52238	LEGAL FEES	JANUARY 2022	
	625.00				
KAMMES AUTO & TRUCK REPAIR INC					
STATE INSPECTIONS	400.00	01696200-53353	OUTSOURCING SERVICES	135705	
STATE INSPECTIONS	400.00	01696200-53353	OUTSOURCING SERVICES	135953	
	800.00				
KENTWOOD OFFICE FURNITURE					
INSTALL-LAURA'S DESKTOP	155.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	317575-1	
	155.00				
KEVRON PRINTING					
PRINTED MATERIALS	2,483.49	01662600-53315	PRINTED MATERIALS	21-50433	
	2,483.49				
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL-DEC 2021	21.50	04200100-52238	LEGAL FEES	223152	
GENERAL COUNSEL-DEC 2021	2,859.50	11740000-52238	LEGAL FEES	223152	
GENERAL COUNSEL-DEC 2021	4,763.50	01570000-52238	LEGAL FEES	223152	
	7,644.50				

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KOHL'S					
UNIFORM-BAHRAINI, JEANS	93.00	01620100-53324	UNIFORMS	019963	
	<u>93.00</u>				
KONICA MINOLTA BUSINESS SOLUTIONS					
PD-COPIER 09/20-10/19/21	19.04	01662500-52226	OFFICE EQUIPMENT MAINTENAN	09008130227	
PD-COPIER 10/20-11/19/21	30.71	01662500-52226	OFFICE EQUIPMENT MAINTENAN	09008196895	
	<u>49.75</u>				
KOUNTRY PET RESORT					
K9 BOARDING-CODA 11/19-11/29/21	533.49	03395000-52315	CANINE SERVICES	539258-2	
	<u>533.49</u>				
LARRY ROESCH CHRYSLER JEEP DODGE RAMM					
2021 DODGE RAM-UNIT 618 MS586076	27,953.00	10660000-54415	VEHICLES	2021 #618 PO-3066	
	<u>27,953.00</u>				
LAW ENFORCEMENT TARGETS INC					
PATROL TARGETS	436.04	01662700-53317	OPERATING SUPPLIES	0524568	
TAX CREDIT	-4.31	01662700-53317	OPERATING SUPPLIES	0522417	
	<u>431.73</u>				
LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECUTION-JAN 2022	2,400.00	01570000-52235	LEGAL FEES-PROSECUTION	2022-01	
PROSECUTION-JAN 2022	8,050.00	01570000-52312	PROSECUTION DUI	2022-01	
	<u>10,450.00</u>				

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LECHNER & SONS					
MATS, TOWELS, WIPES 11/03/21	54.96	01670100-53317	OPERATING SUPPLIES	2993314	
MATS, TOWELS, WIPES 11/17/21	54.96	01670100-53317	OPERATING SUPPLIES	3002942	
MATS, TOWELS, WIPES 11/24/21	19.62	01696200-53317	OPERATING SUPPLIES	3006436	
MATS, TOWELS, WIPES 11/24/21	54.96	01670100-53317	OPERATING SUPPLIES	3006436	
TOWELS/WIPES - 11/17/21	19.62	01696200-53317	OPERATING SUPPLIES	3002942	
TOWELS/WIPES - 11/3/21	19.62	01696200-53317	OPERATING SUPPLIES	2993314	
	223.74				
LEXISNEXIS					
MTHLY FEE-NOV 2021	221.84	01662400-53330	INVESTIGATION FUND	20211130	
	221.84				
LIVE VIEW GPS INC					
MTHLY FEE-DEC 2021	119.85	01664700-53330	INVESTIGATION FUND	430402	
	119.85				
LOWE'S HOME CENTERS					
BUILDING SUPPLIES	24.92	01670400-53317	OPERATING SUPPLIES	6304796	
CONCRETE	36.96	01670500-53317	OPERATING SUPPLIES	88288340	
MONTALVO KEYS	29.80	04201600-53317	OPERATING SUPPLIES	6585746	
	91.68				
LRS HOLDINGS LLC					
PORTA JOHN-280 KUHN RD 12/17-01/13/22	122.00	01670400-52264	EQUIPMENT RENTAL	PS428046	
	122.00				
LYNN PEAVEY COMPANY					
DRUG TEST KITS	135.26	01662400-53317	OPERATING SUPPLIES	385972	
EVIDENCE PACKAGING	634.58	01662400-53317	OPERATING SUPPLIES	385866	
	769.84				

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MAG INSTRUMENT, INC					
US MAP	844.38	01662700-53350	SMALL EQUIPMENT EXPENSE	1945305	
	<u>844.38</u>				
MARK E RADABAUGH					
TAPING, EDITING 01/17/22	100.00	01590000-52253	CONSULTANT	22-0194	
	<u>100.00</u>				
MATERIAL SYSTEMS					
SHELVING FOR NORTH WALL	1,984.80	04201600-53350	SMALL EQUIPMENT EXPENSE	353708	
	<u>1,984.80</u>				
MAURO SEWER CONSTRUCTION					
WATER MAIN REPLACEMENT-PAY #6	75,678.44	04-21231	RETAINAGE - MAURO SEWER CON	2029-06 PO-462635	
WATER MAIN REPLACEMENT-PAY #6	461,315.72	04201600-54480	CONSTRUCTION	2029-06 PO-462635	
	<u>536,994.16</u>				
MCMASTER CARR					
NV WRAP	45.72	01696200-53354	PARTS PURCHASED	67548633	
U-CLAMPS FOR CRIMP CART	36.62	04201600-53317	OPERATING SUPPLIES	67462412	
	<u>82.34</u>				
MEADE ELECTRIC COMPANY INC					
OPTICOM REPAIRS	712.72	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	699193	
	<u>712.72</u>				
MENARDS					
2x4 FOR SHELVING	147.60	04201600-53350	SMALL EQUIPMENT EXPENSE	099037	
LADDER FOR CHARGER	79.99	04101500-53317	OPERATING SUPPLIES	099037	
TOWN CTR CHRISTMAS DECOR	47.88	01680000-53319	MAINTENANCE SUPPLIES	047072	
	<u>275.47</u>				

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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>
METROPOLITAN INDUSTRIES INC					
TUBEWAY REPAIRS	997.00	04101500-52244	MAINTENANCE & REPAIR	INV035172	
	<u>997.00</u>				
MNJ TECHNOLOGIES DIRECT					
DESKTOP UPS-REPLACEMENT	774.20	01652800-53317	OPERATING SUPPLIES	0003822217	
	<u>774.20</u>				
MULTISYSTEM MANAGEMENT COMPANY					
JANITORIAL-JAN 2022	3,950.00	01680000-52276	JANITORIAL SERVICES	0573 PO-4602164	
	<u>3,950.00</u>				
MUNICIPAL GIS PARTNERS INC					
MGP GIS-JAN 2022	12,495.17	01652800-52257	GIS SYSTEM	6040	
	<u>12,495.17</u>				
NATION TACTICAL OFFICERS ASSOCIATION					
TRAINING-SUERVISING PATROL 01/10-01/11/22	294.00	01660100-52223	TRAINING	20220100	
	<u>294.00</u>				
NATIONAL ENGRAVERS					
PERPETUAL PLAQUE	1,245.00	01660100-53317	OPERATING SUPPLIES	87489	
	<u>1,245.00</u>				
NETWORK SOLUTIONS INC					
CAROLSTREAM.ORG PRIVATE REGISTRATION	64.95	01652800-52255	SOFTWARE MAINTENANCE	44964554	
	<u>64.95</u>				
NICOR					
124 GERZEVSKE-WELL #4 12/17/21-01/19/22	121.30	04201600-53230	NATURAL GAS	13811210007 01/19/22	
1348 CHARGER CT 12/20/21-01/20/22	163.32	04101500-53230	NATURAL GAS	86606011178 01/20/22	
200 TUBEWAY DR 12/16/21-01/18/22	55.07	04101500-53230	NATURAL GAS	14309470202 01/18/22	
	<u>339.69</u>				

**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>
O'REILLY AUTO PARTS					
DE FILTER	19.20	01696200-53354	PARTS PURCHASED	5514-270093	
DE TUBE	174.30	01696200-53354	PARTS PURCHASED	5514-270124	
	<u>193.50</u>				
OFFICE DEPOT					
OFFICE SUPPLIES	41.78	01662600-53314	OFFICE SUPPLIES	034114	
	<u>41.78</u>				
OMI					
CAPEX-NOV, DEC 2022	27,278.59	04101100-52262	WRC CONTRACT	351199-CE-19 PO-3904	
WRC-MAR 2022	160,352.42	04101100-52262	WRC CONTRACT	351199-25-11 PO-3904	
	<u>187,631.01</u>				
OUTDOOR HOME SERVICES HOLDINGS LLC					
GBN BAGGED SALT	2,375.00	01670200-53335	SALT	151400958	
	<u>2,375.00</u>				
PADDOCK PUBLICATIONS INC					
BID NOTICE-LIGHT FIXTURES 01/11/22	66.70	01520000-52240	PUBLIC NOTICES/INFORMATION	205414	
	<u>66.70</u>				
PERMITTECHNATION PROFESSIONAL SVC					
MEMBERSHIP-PERMIT SYSTEM COORDINATOR	25.00	01643700-52223	TRAINING	00356	
	<u>25.00</u>				
PETTY CASH					
PETTY CASH 02/07/22	996.92	01-10307	PETTY CASH	PETTY CASH 02/07/22	
	<u>996.92</u>				
POLY BAG CENTRAL					
X-MAS SHARING BAGS-REIMBURSED FROM X-M/	643.80	01680000-53319	MAINTENANCE SUPPLIES	22779	
	<u>643.80</u>				

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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>
POWER EQUIPMENT LEASING CO					
ANSI, DIELECTRIC TESTING	1,340.00	01696200-53353	OUTSOURCING SERVICES	W3115	
	<u>1,340.00</u>				
PRO SAFETY INC					
JACKET,GLOVES,VEST-FELIX M	133.75	04200100-53324	UNIFORMS	2/883160	
JULIE SUPPLIES	545.40	04101500-53317	OPERATING SUPPLIES	2/883160	
JULIE SUPPLIES	727.20	04201600-53317	OPERATING SUPPLIES	2/883160	
	<u>1,406.35</u>				
PRO-TECH					
VEST CARRIER-POPE	229.00	01660100-53324	UNIFORMS	32663	
	<u>229.00</u>				
PROMOS 911 INC					
ADOPT-A-COP MERCHANDISE	462.29	01664700-53325	COMMUNITY RELATIONS	9912	
	<u>462.29</u>				

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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>
RAY O'HERRON CO					
UNIFORM-BADGES	934.56	01660100-53324	UNIFORMS	2160766	
UNIFORM-BOGUSZEWSKI	273.00	01660100-53324	UNIFORMS	2162048	
UNIFORM-DUMOULIN	222.98	01660100-53324	UNIFORMS	2157884	
UNIFORM-GALTO	12.99	01660100-53324	UNIFORMS	2158243	
UNIFORM-GALTO	209.97	01660100-53324	UNIFORMS	2157013	
UNIFORM-GUZMAN	497.96	01660100-53324	UNIFORMS	2158021	
UNIFORM-HECKERMANN	124.95	01660100-53324	UNIFORMS	2157064	
UNIFORM-KAISER	12.99	01660100-53324	UNIFORMS	2158245	
UNIFORM-KRIESE	375.97	01660100-53324	UNIFORMS	2156335	
UNIFORM-LALLY	12.00	01660100-53324	UNIFORMS	2160759	
UNIFORM-LALLY	417.92	01660100-53324	UNIFORMS	2157029	
UNIFORM-LOPEZ, M	282.89	01660100-53324	UNIFORMS	2155229	
UNIFORM-PLUMB	54.99	01660100-53324	UNIFORMS	3095328	
UNIFORM-ROWE	134.99	01660100-53324	UNIFORMS	2160764	
UNIFORM-SPICER	96.00	01660100-53324	UNIFORMS	2160760	
UNIFORM-STAFIEJ	284.00	01660100-53324	UNIFORMS	2160763	
UNIFORM-SYMES	100.00	01660100-53324	UNIFORMS	2160661	
UNIFORM-WAJDOWICZ	22.99	01660100-53324	UNIFORMS	2157014	
UNIFORM-WAJDOWICZ	375.78	01660100-53324	UNIFORMS	2158383	
UNIFORM-WILLIS	372.84	01660100-53324	UNIFORMS	2155235	
UNIFORM-ZIEMER	12.99	01660100-53324	UNIFORMS	2158238	
UNIFORM-ZIEMER	31.99	01660100-53324	UNIFORMS	2160765	
	4,864.75				
RED WING SHOE STORE					
BOOTS-LARSON, OSPINA	441.98	01680000-53324	UNIFORMS	20220110089928	
	441.98				

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REFUNDS MISC					
20-0185-FIRE, #2267542, 600 KUHN RD-REFUND	273.90	01000000-42307	BUILDING PERMITS	600 KUHN RD-2022	
22-3090-SIGN, 321 SCHMALE RD-REFUND	130.00	01000000-42307	BUILDING PERMITS	321 SCHMALE-2022	
433 ST CHARLES RD-REFUND	60.00	01000000-44318	PUBLIC HEARING FEES	433 ST CHARLES-2022	
STAMP 33136, OVERPAYMENT	30.00	01000000-47602	OVER/SHORT	STAMP 33136	
TICKET 246198, PENALTY TICKET-REFUND	30.00	01000000-45402	ORDINANCE VIOLATIONS	TICKET 246198	
TICKET CSKG41VJ-NOT CAROL STREAM TICKET	100.00	01000000-45402	ORDINANCE VIOLATIONS	TICKET CSKG41VJ	
	623.90				
REFUNDS TAX STAMPS					
STAMP 32593, 269 TOMAHAWK CT-REFUND	762.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP 32593	
STAMP 33023, 367 ASPEN CT-REFUND	780.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP 33023	
STAMP 33105, 1437 OXFORD ST-REFUND	750.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP-33105	
	2,292.00				
REMPE-SHARPE & ASSOCIATES INC					
PHASE II-MORTON RD DEC-2021	11,696.25	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	28280 PO-462664	
	11,696.25				
RENTAL MAX					
CONCRETE MIXER-PW	-17.92	01670400-52264	EQUIPMENT RENTAL	511481-8	
CONCRETE MIXER-PW	67.20	01670400-52264	EQUIPMENT RENTAL	511481-8	
	49.28				
RESTAURANT-MASTERCARD					
MEAL-CERT DINNER 12/02/21, TEXAS	400.00	01664700-53325	COMMUNITY RELATIONS	099390	
MEAL-DARE GRAD 12/03/21, MCDONALDS	369.53	01664700-53325	COMMUNITY RELATIONS	MCDONALD 12/03/21	
MEAL-FTO TRAINING 11/29/21	109.45	01660100-52223	TRAINING	079533	
MEAL-GRAD CAKE 11/30/21, CHICAGO PASTRY	97.74	01664700-53325	COMMUNITY RELATIONS	031787	
MEAL-GRADUATION 12/15/21, DUNKIN	45.96	01664700-53325	COMMUNITY RELATIONS	DUNKIN 12/15/21	
MEAL-SSU BREAKFAST	68.03	01660100-53317	OPERATING SUPPLIES	079878	
	1,090.71				

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RICHARD BLAIR					
CLOTH ALLOW-BLAIR 10/27/21, BASS PRO SHOP	129.98	01660100-53324	UNIFORMS	BASS PRO 10/27/21	
	<u>129.98</u>				
RUSH TRUCK CENTERS					
DE ALTERNATOR	202.36	01696200-53354	PARTS PURCHASED	3026078533	
DE BRACKET	108.16	01696200-53354	PARTS PURCHASED	3025764942	
DE CLOCK SPRING	120.96	01696200-53354	PARTS PURCHASED	3025762825	
DE HARNESS	107.78	01696200-53354	PARTS PURCHASED	3025807602	
JA FILTER	56.70	01696200-53354	PARTS PURCHASED	3025788979	
JA RADIATOR	1,276.76	01696200-53354	PARTS PURCHASED	3026036136	
	<u>1,872.72</u>				
SAE CUSTOMS INC					
NEW SQUAD EQUIPMENT	726.60	01662700-53350	SMALL EQUIPMENT EXPENSE	3243	
NEW SQUAD UPFIT EQUIPMENT	1,041.56	01662700-53350	SMALL EQUIPMENT EXPENSE	3374	
SQUAD RETROFIT	40.95	01662700-52244	MAINTENANCE & REPAIR	3356	
SQUAD RETROFIT	550.00	01662700-52244	MAINTENANCE & REPAIR	3280	
SQUAD RETROFIT	851.16	01662700-52244	MAINTENANCE & REPAIR	3257	
SQUAD RETROFIT	1,211.08	01662700-52244	MAINTENANCE & REPAIR	3256	
SQUAD RETROFIT PARTS	609.65	01662700-52244	MAINTENANCE & REPAIR	3222	
SQUAD RETROFIT PARTS	609.65	01662700-52244	MAINTENANCE & REPAIR	3223	
SQUAD RETROFIT PARTS	659.65	01662700-52244	MAINTENANCE & REPAIR	3224	
SQUAD UPFIT EQUIPMENT	99.57	01662700-53350	SMALL EQUIPMENT EXPENSE	3241	
	<u>6,399.87</u>				
SESCO SAFETY					
FALL PROTECTION INSPECTIONS	470.00	04101500-52244	MAINTENANCE & REPAIR	6834	
	<u>470.00</u>				

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SNAP ON INDUSTRIAL					
SOCKET	9.33	01696200-53316	TOOLS	ARV/50339931	
SOCKETS, RATCHET	114.40	01696200-53316	TOOLS	ARV/50247016	
	<u>123.73</u>				
SOUTH SUBURBAN BUILDING OFFICIALS ASSN					
SBOC ANNUAL MEETING	50.00	01643700-52223	TRAINING	RPNHN2WS62W	
	<u>50.00</u>				
STANDARD EQUIPMENT COMPANY					
NV CAGE	803.28	01696200-53354	PARTS PURCHASED	P33210	
NV CLAMPS	367.52	01696200-53354	PARTS PURCHASED	P33217	
NV WELDMENT	593.34	01696200-53354	PARTS PURCHASED	P33216	
	<u>1,764.14</u>				
STEINER ELECTRIC COMPANY					
GROUNDING WIRE	42.53	01680000-53319	MAINTENANCE SUPPLIES	7888	
IT DOOR CONTROL GROUNDING	293.21	01680000-53319	MAINTENANCE SUPPLIES	S007047669.002	
	<u>335.74</u>				
STROBES N MORE					
TRUCK 5 ARROW STICK	699.93	04201600-53350	SMALL EQUIPMENT EXPENSE	245765	
	<u>699.93</u>				
STUDIO GC ARCHITECTURE + INTERIORS					
SPACE OPTIMIZATION STUDY	1,475.00	01670100-52253	CONSULTANT	21083.02 PO-3931	
	<u>1,475.00</u>				
SUBURBAN DRIVELINE INC					
DE SWITCH KITS	300.00	01696200-53354	PARTS PURCHASED	00157910	
NV SWITCH	65.00	01696200-53354	PARTS PURCHASED	00157865	
	<u>365.00</u>				

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SUBURBAN LABORATORIES INC					
WATER SAMPLES	596.25	04201600-52279	LAB SERVICES	197364 PO-3900	
	<u>596.25</u>				
TELCOM INNOVATIONS GROUP LLC					
TWINNING CONFIGURATION	116.25	01652800-52253	CONSULTANT	A58098	
TWINNING FAILED	77.50	01652800-52230	TELEPHONE	A58019	
	<u>193.75</u>				
THIRD MILLENIUM ASSOCIATES INCORPORATED					
WINDOW ENVELOPES #10	435.00	01610100-53317	OPERATING SUPPLIES	27205	
	<u>435.00</u>				
TIC TANK INDUSTRY CONSULTANTS					
WATER TOWER ANTENNA-1015 LIES 05/08/21-0:	4,321.75	04200100-52253	CONSULTANT	40549 PO-4601818	
	<u>4,321.75</u>				
TITAN SUPPLY INC					
JANITORIAL SUPPLIES	478.80	01680000-53320	JANITORIAL SUPPLIES	3811	
JANITORIAL SUPPLIES	554.20	01680000-53320	JANITORIAL SUPPLIES	3810	
	<u>1,033.00</u>				
TRANS UNION LLC					
MTHLY CREDIT CHECKS	121.00	01662400-53330	INVESTIGATION FUND	11100307	
	<u>121.00</u>				
TRANSYSTEMS CORPORATION					
FAIR OAKS SAFETY IMPROVEMENTS 12/11/21-01	7,748.83	06320000-54469	REBUILD ILLINOIS BOND	08-3802054 PO-462649	
STP QUARTERLY REPORTS-SVC THRU 01/14/22	761.92	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	0003802055 PO-638	
	<u>8,510.75</u>				

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TRAVEL-MASTERCARD					
TRAVEL-BACKGROUND INVESTIGATION	13.70	01662400-53330	INVESTIGATION FUND	UNITED CABS 12/17/21	
TRAVEL-BACKGROUND INVESTIGATION	41.40	01662400-53330	INVESTIGATION FUND	TAXI CAB 12/16/21	
TRAVEL-BACKGROUND INVESTIGATION	41.40	01662400-53330	INVESTIGATION FUND	WHITE FLEET 12/19/21	
TRAVEL-COOPER, BACKGROUND INVEST	11.39	01662400-53330	INVESTIGATION FUND	UBER-1 12/17/21	
TRAVEL-COOPER, BACKGROUND INVEST	11.58	01662400-53330	INVESTIGATION FUND	UBER-2 12/17/21	
TRAVEL-COOPER, BACKGROUND INVEST	57.00	01662400-53330	INVESTIGATION FUND	UBER-1 12/17/21	
TRAVEL-COOPER, BACKGROUND INVEST	57.91	01662400-53330	INVESTIGATION FUND	UBER-2 12/17/21	
TRAVEL-COOPER, BACKGROUND INVEST	60.00	01662400-53330	INVESTIGATION FUND	MIDWAY 12/19/21	
	294.38				
TYCO FIRE & SECURITY (US)MGMT INC					
ALARM-1349 CHARGER CT	58.83	04100100-52234	DUES & SUBSCRIPTIONS	36603330	
	58.83				
U S POSTMASTER					
POSTAGE WATER BILLS-JAN 2022	2,380.00	04103100-52229	POSTAGE	1529 01/28/22	
POSTAGE WATER BILLS-JAN 2022	2,380.00	04203100-52229	POSTAGE	1529 01/28/22	
	4,760.00				
UPS GROUND SERVICE					
DUI KITS TO AFTL	12.52	01662400-53317	OPERATING SUPPLIES	003671	
DUI KITS TO AFTL	12.76	01662400-53317	OPERATING SUPPLIES	021029	
DUI KITS TO AFTL	13.28	01662400-53317	OPERATING SUPPLIES	038623	
	38.56				
USA BLUE BOOK					
DIFFUSER GASKETS	14.73	04201600-53317	OPERATING SUPPLIES	796029	
	14.73				
USA LIFT-SERVICE					
MAINTENANCE	585.00	01696200-52244	MAINTENANCE & REPAIR	1103	
	585.00				

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V3 COMPANIES OF ILLINOIS LTD					
1025 GARY AVE-REFUND	-397.36	01000000-44357	ENGINEERING REVIEW FEES-SMA 172088		
1025 GARY AVE-REFUND	700.00	01-24321	STORMWATER REVIEW FEE SECURIL72088		
	<u>302.64</u>				
V3 CONSTRUCTION GROUP LTD					
KLEIN CREEK-STREAMBANK 12/26/21-01/29/22	1,938.92	11740000-55488	STORMWATER UTILITIES	122011 PO-462668	
	<u>1,938.92</u>				
VERIZON WIRELESS					
PHONES 12/14/21-01/13/22	36.01	02385200-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	38.01	01652800-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	42.33	01610100-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	42.33	01640100-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	42.33	01642100-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	44.75	01662700-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	80.34	01600000-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	80.34	01696200-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	84.66	01643700-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	84.66	01680000-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	137.25	01590000-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	201.99	04100100-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	249.66	01620100-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	357.69	01652800-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	472.56	04200100-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	556.08	01670100-52230	TELEPHONE	9897302716	
PHONES 12/14/21-01/13/22	2,879.18	01662700-52230	TELEPHONE	9897302716	
	<u>5,430.17</u>				
VILLA PARK ELECTRICAL SUPPLY CO INC					
SOUTH GARAGE LED	139.51	01670400-52244	MAINTENANCE & REPAIR	213987-00	
	<u>139.51</u>				

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VILLA PARK OFFICE EQUIPMENT					
WHITEBOARD-EOC TRAINING ROOM	2,389.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	73791	
	<u>2,389.00</u>				
VILLAGE OF CAROL STREAM					
ONLINE PAYMENT PERMIT TEST 12/15/21	1.00	01000000-42307	BUILDING PERMITS	1215CDTEST	
ONLINE PYMT TEST PD APP 12/15/21	15.45	01000000-47407	MISCELLANEOUS REVENUE	1215PDTEST	
124 GERZEVSKE LN-E PUMP STATION 12/01/21-0	106.19	04200100-53220	WATER	01836246-21254	
124 GERZEVSKE LN-N GARAGE 12/01/21-01/03/	154.88	01670100-53220	WATER	01835918-20874	
124 GERZEVSKE LN-PW CENTER 12/01/21-01/03	106.53	01670100-53220	WATER	01835919-20875	
124 GERZEVSKE LN-WASHDOWN BIN 12/01/21-C	13.43	04200100-53220	WATER	01836249-21257	
245 KUHN RD-BLOWER BLDG I 12/01/21-01/03/	1.80	04101500-53220	WATER	01836271-21279	
245 KUHN RD-BLOWER BLDG II 12/01/21-01/03/	0.48	04101500-53220	WATER	01836270-21278	
245 KUHN RD-BTH MAINT BLDG 12/02/21-01/03	2.85	04101500-53220	WATER	01836248-21256	
245 KUHN RD-MAINT CONTROL BLDG 12/01/21-	3.72	04101500-53220	WATER	01835915-20871	
245 KUHN RD-PLANT ADMIN BLDG 12/02/21-01,	19.75	04101500-53220	WATER	01835916-20872	
245 KUHN RD-WORKS BLDG 12/02/21-01/03/22	0.01	04101500-53220	WATER	01835917-20873	
300 KUHN RD-CHLORINE ANALYZER 12/02/21-01	73.66	04200100-53220	WATER	01836247-21255	
301 LIES RD-FARMHOUSE 12/01/21-01/03/22	0.26	01680000-53220	WATER	01834062-18979	
500 GARY AVE-VH 12/01/21-01/03/22	611.18	01680000-53220	WATER	01835920-20876	
960 GARY AVE-BLDG AT FTN 12/01/21-01/03/22	26.08	01680000-53220	WATER	01835922-20878	
	<u>1,137.27</u>				
WAL MART					
CERT SUPPLIES	94.76	01664700-53325	COMMUNITY RELATIONS	071091	
DARE SUPPLIES-GRADUATION 11/30/21	109.22	01664700-53325	COMMUNITY RELATIONS	012170	
	<u>203.98</u>				
WALGREENS					
XMAS SHARING CANDY	24.00	01660100-53317	OPERATING SUPPLIES	WALGREENS 12/30/21	
	<u>24.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on FEBRUARY 7,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WASCO LAWN & POWER, INC					
DE RUBY TRAN	215.95	01696200-53354	PARTS PURCHASED	218757	
	<u>215.95</u>				
WCS PHOTOGRAPHY					
DEPARTMENT PHOTO	210.00	01660100-53317	OPERATING SUPPLIES	CSPD-CD-2021	
	<u>210.00</u>				
WELCH BROS INC					
ADJUSTMENT RING	60.00	01670600-53317	OPERATING SUPPLIES	3161271	
	<u>60.00</u>				
WEST SIDE TRACTOR SALES					
JA OIL LINE	331.82	01696200-53354	PARTS PURCHASED	N17085	
	<u>331.82</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on FEBRUARY 7,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WEX BANK					
FUEL 12/31/21	-213.46	01000000-47407	MISCELLANEOUS REVENUE	77295147 12/31/21	
FUEL 12/31/21	101.47	04101100-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	113.09	04200100-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	146.54	01680000-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	203.30	01640100-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	260.07	01620100-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	362.24	01670100-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	362.24	01670300-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	452.80	01670600-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	452.80	01670700-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	543.36	01670500-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	769.76	01670400-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	791.60	04201400-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	1,085.47	04101500-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	1,357.02	04201600-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	1,584.80	01670200-53313	AUTO GAS & OIL	77295147 12/31/21	
FUEL 12/31/21	13,009.70	01662700-53313	AUTO GAS & OIL	77295147 12/31/21	
	21,382.80				
WINDY CITY CLEANING EQUIP & SUPPLIES					
PRESSURE WASHER PARTS	62.97	04201600-53317	OPERATING SUPPLIES	003769	
	62.97				
ZEUS BATTERY PRODUCT					
TUBEWAY UPS BATTERY	19.98	04101500-53317	OPERATING SUPPLIES	00255995	
	19.98				
ZIEBELL WATER SERVICE PRODUCTS INC					
PVC 8" NON-SHEAR, TRAVERSE CITY STEMS	95.76	04101500-53317	OPERATING SUPPLIES	256031-000	
TRAVERSE CITY STEMS	600.00	04201600-52244	MAINTENANCE & REPAIR	256031-000	
	695.76				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on FEBRUARY 7,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ZOOM VIDEO COMMUNICATIONS LLC					
ZOOM BOARDROOM CONFERENCING	202.01	01652800-52255	SOFTWARE MAINTENANCE	123777638	
	<u>202.01</u>				
GRAND TOTAL	<u><u>\$1,693,858.45</u></u>				

The preceding list of bills payable totaling \$ 1,693,858.45 was reviewed and approved for payment.

Approved by:



Bob Mellor –Village Manager

Date: 2/3/2022

Authorized by:

Frank Saverino Sr-Mayor

Julia Schwarze- Village Clerk

**ADDENDUM WARRANTS
 JANUARY 18, 2022 Thru FEBRUARY 07, 2022**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll January 10, 2021 thru January 23, 2021	593,497.34
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll January 10, 2021 thru January 23, 2021	68,280.87
				<u>661,778.21</u>

Approved this _____ day of _____, 2022

By: _____
 Frank Saverino Sr-Mayor

 Julia Schwarze - Village Clerk

Village of Carol Stream
General Fund Budget Summary
For the Month Ended December 31, 2021

	MONTH				YTD				BUDGET				
	Last Year Dec	Current Year Dec	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
REVENUES													
Property Tax	\$ 28,022	\$ 14,913	\$ (13,108)	-47%	\$ 3,812,804	\$ 3,835,206	\$ 22,402	1%	\$ 3,825,000	\$ 3,825,000	\$ 3,835,206	\$ 10,206	0%
Sales Tax	551,085	704,668	153,582	28%	4,348,782	5,237,209	888,427	20%	7,490,000	5,003,019	5,237,209	234,190	5%
Home Rule Sales Tax	387,697	526,043	138,346	36%	3,002,365	3,761,045	758,680	25%	5,330,000	3,560,226	3,761,045	200,819	6%
State Income Tax	264,279	304,991	40,712	15%	2,890,199	3,584,374	694,175	24%	4,404,000	2,880,496	3,584,374	703,878	24%
Fines (Court, Ord., ATLE, Towing)	92,433	144,557	52,123	56%	874,473	1,037,059	162,586	19%	1,382,000	892,680	1,037,059	144,379	16%
Natural Gas Use Tax	53,845	49,216	(4,628)	-9%	234,134	230,642	(3,493)	-1%	610,000	230,593	230,642	49	0%
Other Taxes (Use, Hotel, PPRT Video Gaming, Alcohol)	206,448	218,625	12,177	6%	1,696,798	1,871,616	174,818	10%	2,464,100	1,655,263	1,871,616	216,353	13%
Licenses	24,648	18,366	(6,282)	-25%	759,855	211,352	(548,503)	-72%	214,200	199,480	211,352	11,872	6%
Cable Franchise Fees	-	-	-	0%	378,589	377,027	(1,561)	0%	506,200	337,467	377,027	39,561	12%
Building Permits	15,949	21,226	5,277	33%	458,424	534,991	76,567	17%	638,000	522,500	534,991	12,491	2%
Fees for Services	80,812	54,150	(26,662)	-33%	426,752	485,370	58,619	14%	684,500	521,333	485,370	(35,963)	-7%
Interest Income	1,222	771	(452)	-37%	71,907	60,592	(11,315)	-16%	105,000	70,000	60,592	(9,408)	-13%
All Other / Miscellaneous	83,738	66,318	(17,420)	-21%	2,590,057	587,150	(2,002,907)	-77%	1,087,000	722,333	587,150	(135,183)	-19%
Revenue Totals	\$ 1,790,179	\$ 2,123,845	\$ 333,666	19%	\$ 21,545,139	\$ 21,813,634	\$ 268,495	1%	\$ 28,740,000	\$ 20,420,391	\$ 21,813,634	\$ 1,393,244	7%
EXPENDITURES													
Fire & Police Commission	\$ 1,904	\$ 33	\$ (1,871)	-98%	\$ 13,061	\$ 24,180	\$ 11,119	85%	\$ 38,696	\$ 25,797	\$ 24,180	\$ (1,617)	-6%
Village Board & Clerk	8,834	10,620	1,786	20%	83,349	134,043	50,694	61%	170,863	113,909	134,043	20,134	18%
Plan Commission & ZBA	595	337	(258)	-43%	3,280	5,619	2,339	71%	6,225	4,150	5,619	1,469	35%
Emergency Services	1,514	663	(851)	-56%	24,104	48,253	24,148	100%	58,000	38,667	48,253	9,586	25%
Legal Services	16,375	16,279	(96)	-1%	134,796	143,162	8,366	6%	275,700	183,800	143,162	(40,638)	-22%
Administration	78,560	82,613	4,053	5%	574,327	674,952	100,625	18%	932,666	621,777	674,952	53,175	9%
Employee Relations	47,755	49,040	1,285	3%	303,365	314,262	10,897	4%	475,184	316,789	314,262	(2,527)	-1%
Financial Management	73,084	69,952	(3,132)	-4%	489,401	529,190	39,789	8%	725,836	483,891	529,190	45,300	9%
Engineering Services	142,030	100,360	(41,670)	-29%	723,960	680,862	(43,098)	-6%	1,114,420	742,947	680,862	(62,085)	-8%
Community Development	99,503	102,371	2,868	3%	667,912	718,034	50,122	8%	1,066,446	710,964	718,034	7,070	1%
Information Technology	126,734	144,022	17,288	14%	844,528	1,143,476	298,948	35%	1,406,695	937,797	1,143,476	205,680	22%
Police	1,480,588	1,587,977	107,388	7%	10,575,340	11,751,744	1,176,404	11%	17,704,197	11,802,798	11,751,744	(51,054)	0%
Public Works	254,616	279,379	24,764	10%	2,344,707	2,178,398	(166,309)	-7%	3,692,038	2,461,359	2,178,398	(282,961)	-11%
Municipal Building	30,774	37,853	7,079	23%	197,651	266,710	69,059	35%	396,394	264,263	266,710	2,447	1%
Municipal Garage	3,034	26,168	23,133	762%	(18,568)	39,209	57,777	-311%	-	-	39,209	39,209	100%
Transfers and Agreements	10,916	-	(10,916)	-100%	314,550	263,637	(50,913)	-16%	644,000	339,328	263,637	(75,691)	-22%
Town Center	-	158	158	100%	(50)	39,115	39,165	-78329%	32,640	32,640	39,115	6,475	20%
Expenditure Totals	\$ 2,376,816	\$ 2,507,825	\$ 131,009	6%	\$ 17,275,715	\$ 18,954,846	\$ 1,679,131	10%	\$ 28,740,000	\$ 19,080,875	\$ 18,954,846	\$ (126,029)	-1%
Net Increase / (Decrease)	\$ (586,637)	\$ (383,980)	\$ 202,657		\$ 4,269,424	\$ 2,858,789	\$ (1,410,636)		\$ -	\$ 1,339,516	\$ 2,858,789	\$ 1,519,273	

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended December 31, 2021

	MONTH				YTD				BUDGET				
	Last Year Dec	Current Year Dec	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance	
			\$	%			\$	%				\$	%
REVENUES													
Water Billings	\$ 655,402	\$ 655,477	76	0%	\$ 6,242,894	\$ 6,141,331	(101,563)	-2%	\$ 9,042,000	\$ 6,270,080	\$ 6,141,331	(128,750)	-2%
Sewer Billings	286,663	296,870	10,208	4%	2,852,723	2,794,171	(58,553)	-2%	4,080,000	2,829,233	2,794,171	(35,063)	-1%
Penalties/Admin Fees	(44)	13,779	13,824	-31318%	75,540	101,153	25,613	34%	178,000	118,667	101,153	(17,514)	-15%
Connection/Expansion Fees	-	-	-	0%	3,698	-	(3,698)	-100%	28,000	18,667	-	(18,667)	-100%
Interest Income	1,172	639	(533)	-45%	21,111	17,183	(3,927)	-19%	10,000	6,667	17,183	10,517	158%
Rental Income	13,258	4,429	(8,829)	-67%	107,992	106,216	(1,776)	-2%	164,000	109,333	106,216	(3,117)	-3%
All Other / Miscellaneous	1,179	9,413	8,235	699%	71,688	99,913	28,225	39%	88,000	76,667	99,913	23,246	30%
Revenue Totals	957,628	980,608	22,980	2%	9,375,647	9,259,967	(115,680)	-1%	13,590,000	9,429,314	9,259,967	(169,347)	-2%
EXPENDITURES													
Salaries & Benefits	211,736	211,443	(294)	0%	1,258,692	1,366,206	107,514	9%	2,055,428	1,422,988	1,366,206	(56,782)	-4%
Purchase of Water	488,839	477,354	(11,486)	-2%	3,889,204	3,823,814	(65,390)	-2%	5,715,000	3,963,007	3,823,814	(139,193)	-4%
WRC Operating Contract	168,630	163,442	(5,188)	-3%	1,453,271	1,464,771	11,500	1%	2,049,229	1,366,152	1,464,771	98,619	7%
Maintenance & Operating	150,196	144,412	(5,785)	-4%	1,888,675	1,995,443	106,768	6%	2,943,826	1,962,551	1,995,443	32,892	2%
IEPA Loan P&I	-	-	-	0%	214,325	223,325	9,000	4%	428,650	214,324	223,325	9,001	4%
DWC Loan P&I	-	-	-	0%	54,929	53,948	(981)	-2%	53,948	53,948	53,948	0	0%
Capital Outlay	-	142,637	142,637	100%	93,010	2,497,243	2,404,233	2585%	6,366,000	5,515,000	2,497,243	(3,017,757)	-55%
Expenditure Totals	1,019,402	1,139,287	119,885	12%	8,852,106	11,424,750	2,572,644	29%	19,612,081	14,497,970	11,424,750	(3,073,220)	-21%
Net Increase / (Decrease)	(61,774)	(158,679)	(96,905)		523,541	(2,164,783)	(2,688,324)		(6,022,081)	(5,068,656)	(2,164,783)	2,903,873	

Village of Carol Stream
Capital Budget Summary
For the Month Ended December 31, 2021

CAPITAL PROJECTS FUND	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Dec	Dec	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
REVENUES											
Electricity Use Tax	\$ 139,767	\$ 131,513	\$ (8,254)	-6%	\$ 1,072,849	\$ 1,238,455	\$ 165,606	15%	\$ 1,825,000	\$ 1,238,455	68%
Real Estate Transfer Tax	83,924	174,358	90,434	108%	404,712	893,116	488,404	121%	750,000	893,116	119%
Telecommunications Tax	56,182	50,418	(5,764)	-10%	301,781	418,498	116,718	39%	636,000	418,498	66%
Local Motor Fuel Tax	55,062	58,390	3,328	6%	453,012	471,575	18,562	4%	760,000	471,575	62%
Capital Grants	92,134	40,626	(51,509)	-56%	183,737	170,011	(13,726)	-7%	323,600	170,011	53%
Interest Income	528	675	147	28%	10,995	10,534	(461)	-4%	15,000	10,534	70%
All Other / Miscellaneous	-	178	178	100%	54,722	178	(54,544)	-100%	-	178	100%
Revenue Totals	\$ 427,597	\$ 456,157	\$ 28,560	7%	\$ 2,481,808	\$ 3,202,368	\$ 720,560	29%	\$ 4,309,600	\$ 3,202,368	74%
EXPENDITURES											
Roadway Improvements	\$ 17,085	\$ 12,231	\$ (4,854)	-28%	\$ 629,158	\$ 554,247	\$ (74,911)	-12%	\$ 1,104,000	\$ 554,247	50%
Facility Improvements	4,176	9,578	5,402	129%	8,700	441,721	433,021	4977%	1,157,000	441,721	38%
Stormwater Improvements	242,299	171,685	(70,613)	-29%	285,517	392,164	106,647	37%	622,000	392,164	63%
Miscellaneous	-	108	108	100%	473	3,763	3,290	696%	1,000	3,763	376%
Expenditure Totals	\$ 263,560	\$ 193,602	\$ (69,958)	-27%	\$ 923,848	\$ 1,391,896	\$ 468,048	51%	\$ 2,884,000	\$ 1,391,896	48%
Net Increase / (Decrease)	\$ 164,037	\$ 262,555	\$ 98,518	60%	\$ 1,557,960	\$ 1,810,472	\$ 252,512	16%	\$ 1,425,600	\$ 1,810,472	127%

MFT FUND

REVENUES											
Motor Fuel Tax Allotments	\$ 126,864	\$ 139,358	\$ 12,493	10%	\$ 941,092	\$ 1,072,428	\$ 131,336	14%	\$ 1,563,000	\$ 1,072,428	69%
Capital Grants	-	-	-	0%	872,370	436,185	(436,185)	-50%	872,370	436,185	50%
Interest Income	227	155	(72)	-32%	4,215	1,166	(3,049)	-72%	5,000	1,166	23%
Revenue Totals	\$ 127,092	\$ 139,513	\$ 12,421	10%	\$ 1,817,678	\$ 1,509,779	\$ (307,899)	-17%	\$ 2,440,370	\$ 1,509,779	62%
EXPENDITURES											
Street Resurfacing - Capital	\$ -	\$ -	\$ -	0%	\$ 881,865	\$ 1,904,512	\$ 1,022,647	116%	\$ 2,400,000	\$ 1,904,512	79%
Crack Filling	-	-	-	0%	53,083	66,516	13,433	25%	75,000	66,516	89%
Rebuild Illinois Bond Projects	-	24,166	24,166	100%	-	105,407	105,407	100%	115,000	105,407	0%
Expenditure Totals	\$ -	\$ 24,166	\$ 24,166	100%	\$ 934,948	\$ 2,076,435	\$ 1,141,487	122%	\$ 2,590,000	\$ 2,076,435	80%
Net Increase / (Decrease)	\$ 127,092	\$ 115,347	\$ (11,744)	-9%	\$ 882,730	\$ (566,656)	\$ (1,449,386)	-164%	\$ (149,630)	\$ (566,656)	379%

* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream
TIF Fund Budget Summary
 For the Month Ended December 31, 2021

NORTH/SCHMALE TIF	MONTH				YTD				BUDGET					
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance		
	Dec	Dec	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%	
REVENUES														
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ 355,185	\$ 356,220	\$ 1,034	0%	\$ 385,000	\$ 385,000	\$ 356,220	\$ (28,780)	-7%	
Sales Taxes	10,916	-	(10,916)	-100%	92,012	68,380	(23,632)	-26%	130,000	86,667	68,380	(18,287)	-21%	
Interest Income	44	33	(12)	-26%	841	126	(715)	-85%	1,000	667	126	(541)	-81%	
Revenue Totals	10,960	33	(10,927)	-100%	448,038	424,725	(23,312)	100%	516,000	472,333	424,725	(47,608)	-10%	
EXPENDITURES														
Legal Fees	86	215	129	150%	86	215	129	150%	1,500	1,000	215	(785)	-79%	
Other Expenses	154,625	147,782	(6,843)	-4%	307,313	304,051	(3,262)	-1%	287,000	287,000	304,051	17,051	6%	
Expenditure Totals	154,711	147,997	(6,714)	-4%	307,399	304,266	(3,133)	-1%	288,500	288,000	304,266	16,266	6%	
Net Increase / (Decrease)	(143,751)	(147,964)	(4,213)		140,639	120,459	(20,180)		227,500	184,333	120,459	(63,874)		

Village of Carol Stream
American Rescue Plan Act (ARPA) Fund
 For the Month Ended December 31, 2021

	MONTH				YTD				BUDGET*		
	Last Year Dec	Current Year Dec	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Actual	% of Total
ARPA Fund											
REVENUES											
Grants - General Govt.	\$ -	\$ 1,374	\$ 1,374	100%	\$ -	\$ 7,380	\$ 7,380	100%	\$ -	\$ 7,380	100%
Grants - Public Safety	-	-	-	0%	-	643	643	100%	-	643	100%
Grants - Highways & Streets	-	-	-	0%	-	1,693	1,693	100%	-	1,693	100%
Revenue Totals	\$ -	\$ 1,374	\$ 1,374	100%	\$ -	\$ 9,715	\$ 9,715	100%	\$ -	\$ 9,715	100%
EXPENDITURES											
Vaccination Event	-	1,374	1,374	100%	-	9,715	9,715	100%	-	9,715	100%
Expenditure Totals	\$ -	\$ 1,374	\$ 1,374	100%	\$ -	\$ 9,715	\$ 9,715	100%	\$ -	\$ 9,715	100%
Net Increase / (Decrease)	\$ -	\$ -	\$ -	0%	\$ -	\$ (0)	\$ (0)	100%	\$ -	\$ -	100%

* Due to the uncertainty of timing of revenues and expenditures, no YTD budget estimates are shown.

Village of Carol Stream
Police Pension Fund Budget Summary
 For the Month Ended December 31, 2021

POLICE PENSION FUND	MONTH				YTD				BUDGET					
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance		
	Dec	Dec	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%	
REVENUES														
Investment Income	\$ 11	\$ (569,805)	(569,817)	-4976565%	\$ 3,745,086	\$ 3,099,696	(645,390)	-17%	\$ 4,000,000	\$ 2,666,667	\$ 3,099,696	433,030	16%	
Employee Contributions	69,551	74,175	4,624	7%	530,357	445,768	(84,589)	-16%	650,000	433,333	445,768	12,435	3%	
Village Contribution	237,529	254,244	16,715	7%	1,900,232	2,288,196	387,964	20%	3,050,927	2,033,951	2,288,196	254,245	13%	
Other Revenues	-	-	-	0%	-	-	-	0%	-	-	-	-	0%	
Revenue Totals	307,092	(241,386)	(548,478)	-179%	6,175,676	5,833,661	(342,015)	-6%	7,700,927	5,133,951	5,833,661	699,709	14%	
EXPENDITURES														
Investment and Admin Fees	2,487	5,079	2,593	104%	255,030	210,288	(44,741)	-18%	164,900	109,933	210,288	100,355	91%	
Participant Benefit Payments	308,827	325,583	16,756	5%	2,460,036	2,602,722	142,686	6%	4,457,000	2,678,000	2,602,722	(75,278)	-3%	
Expenditure Totals	311,314	330,662	19,348	6%	2,715,066	2,813,010	97,944	4%	4,621,900	2,787,933	2,813,010	25,077	1%	
Net Increase / (Decrease)	(4,222)	(572,048)	(567,826)		3,460,610	3,020,651	(439,959)		3,079,027	2,346,018	3,020,651	674,633		

Village of Carol Stream
State and Federal Asset Seizure Fund Summary
For the Month Ended December 31, 2021

	MONTH				YTD				BUDGET*		
	Last Year Dec	Current Year Dec	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Actual	% of Total
State Asset Seizure Fund											
REVENUES											
Transfer from General Fund	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
State Drug Seizure	4,203	-	(4,203)	-100%	5,159	76,863	71,704	1390%	-	76,863	100%
State Money Laundering	-	-	-	0%	-	1,734	1,734	100%	-	1,734	0%
State Vehicle Seizure	1,584	-	(1,584)	-100%	4,444	14,077	9,633	217%	-	14,077	100%
Revenue Totals	\$ 5,787	\$ -	\$ (5,787)	-100%	\$ 9,603	\$ 92,673	\$ 83,071	100%	\$ -	\$ 92,673	100%
EXPENDITURES											
State Drug Seizure	32,306	36	(32,270)	-100%	38,823	12,329	(26,494)	-68%	87,150	12,329	14%
State Money Laundering	-	-	-	0%	-	-	-	0%	17,500	-	0%
State Vehicle Seizure	-	-	-	0%	-	-	-	0%	-	-	0%
Expenditure Totals	\$ 32,306	\$ 36	\$ (32,270)	-100%	\$ 38,823	\$ 12,329	\$ (26,494)	-68%	\$ 104,650	\$ 12,329	100%
Net Increase / (Decrease)	\$ (26,519)	\$ (36)	\$ 26,483	-100%	\$ (29,220)	\$ 80,345	\$ 109,564	100%	\$ (104,650)	\$ 80,345	100%
Federal Asset Seizure Fund											
REVENUES											
Transfer from General Fund	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	100%
Federal DOJ Seizure	-	-	-	0%	-	-	-	0%	-	-	100%
Federal Treasury Seizure	-	-	-	0%	-	-	-	0%	-	-	100%
Revenue Totals	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	-	\$ -	100%
EXPENDITURES											
Federal DOJ	\$ -	\$ 3,911	\$ 3,911	100%	2,703	6,060	3,358	124%	\$ 8,500	\$ 6,060	100%
Federal Treasury	-	-	-	0%	1,764	-	(1,764)	-100%	-	-	0%
Expenditure Totals	\$ -	\$ 3,911	\$ 3,911	100%	\$ 4,467	\$ 6,060	\$ 1,594	100%	\$ 8,500	\$ 6,060	100%
Net Increase / (Decrease)	\$ -	\$ (3,911)	\$ (3,911)	100%	\$ (4,467)	\$ (6,060)	\$ (1,594)	100%	\$ (8,500)	\$ (6,060)	100%

* Due to the uncertainty of timing of revenues and expenditures, no YTD budget estimates are shown.

Village of Carol Stream
Schedule of Cash and Investment Balances
 December 31, 2021

FUND	CASH	LGIPs*	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 12/31/2020
GENERAL FUND	\$ (469,825.79)	\$ 12,279,667.83	\$ -	\$ 11,809,842.04	\$ 13,377,622.13
WATER & SEWER FUND	572,796.81	10,180,486.24	-	10,753,283.05	12,741,513.80
CAPITAL PROJECTS FUND	1,284,025.31	14,315,906.72	-	15,599,932.03	8,250,026.99
MFT FUND	-	3,243,160.27	-	3,243,160.27	2,864,475.49
EQUIPMENT REPL. FUND	-	4,449,387.14	-	4,449,387.14	4,180,063.06
NORTH/SCHMALE TIF FUND	551,536.76	679,777.12	-	1,231,313.88	1,071,414.69
POLICE PENSION FUND	293,893.62	143,968.00	67,284,971.36	67,722,832.98	56,282,368.44
ARPA GRANT FUND	-	2,659,122.41	-	2,659,122.41	-
STATE ASSET SEIZURE FUND	307,646.94	-	-	307,646.94	269,868.85
FEDERAL ASSET SEIZURE FUND	143,022.51	-	-	143,022.51	150,103.95
TOTAL	<u>\$ 2,683,096.16</u>	<u>\$ 47,951,475.73</u>	<u>\$ 67,284,971.36</u>	<u>\$ 117,919,543.25</u>	<u>\$ 99,187,457.40</u>

* Local Government Investment Pools (LGIP) include the Illinois Funds and IMET.