

# Village of Carol Stream

## BOARD MEETING

### AGENDA

DECEMBER 7, 2020

6:00 P.M.

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

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

**B. MINUTES:**

1. Approval of Minutes of the November 16, 2020 Village Board Meeting.

**C. LISTENING POST:**

1. 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. Motion to Approve an Engineering Services Agreement with Baxter & Woodman for Re-Design and Bid Assistance for the WRC De-Watering System Replacement Project for a cost not-to-exceed \$24,825.
2. Agreement with GovTempsUSA for Professional Administrative Services. *Recommendation to award a contract to GovTempsUSA to staff the Office Manager position within the Administration Department for the period of January 1, 2021 through December 31, 2021 for \$84,926.40.*
3. 2021-22 GIS Consortium Service Provider Contract. *Staff recommends an award of contract to MGP at a cost not to exceed \$145,901.00 pursuant to the provisions of Chapter 5, Article 8, Section 5-8-14(F) of the Carol Stream Code of Ordinances.*
4. Motion to Approve a Professional Services Contract with FGM Architects Inc. for the Architectural, Bidding and Construction Administration Services of an Emergency Operations Center in an amount not to exceed \$32,500.

# Village of Carol Stream

## BOARD MEETING

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5. Contract for Information Technology Technician – GovTempsUSA. *Staff recommends approval of a contract to GovTempsUSA to augment the Informational Technology departmental staff and assist in fulfilling the support requirements of the Intergovernmental Agreement for Information Technology services with the Carol Stream Library for a cost of \$93,600.00.*

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

1. Ordinance No. 2020-12-\_\_\_\_, an Ordinance Providing for the Levy and Assessment of Taxes in the Amount of \$7,474,461, for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021, of the Village of Carol Stream, DuPage County, Illinois. *This ordinance represents the property tax levy request of the Village of Carol Stream and the Carol Stream Public Library for 2020 which will be collected in 2021. The Village's levy totals \$3,800,000 and the Library's levy totals \$3,674,461. Both levies represent no increase over amounts levied in 2019. The estimated financial impact to the owner of a median value home having a market value of \$241,900 (using 2019 tax rates) is \$232 (Village) and \$225 (Library).*

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

1. Resolution No. \_\_\_\_ Amending Resolution No. 3133 Adopting the 2020-21 Employee Compensation Plan for the Village of Carol Stream. *Staff recommends hiring a full-time secretary to fill the part-time vacancy in the Social Services Unit.*
2. Resolution No. \_\_\_\_ Authorizing the Execution of a License Agreement by and between the Village of Carol Stream and Leopardo Companies, Inc. to Use a Portion of the Village's Right-of-Way as a Temporary Parking Lot, Construction Staging and Storage Area for the Covenant Windsor Park Development.
3. Resolution No. \_\_\_\_ Authorizing Execution of an Intergovernmental Agreement between the Village of Carol Stream and the County of DuPage for the Installation and Maintenance of Folding Stop Signs at Signalized Intersections at County Highways.

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

1. Village Clerk Appointment.

*Village of Carol Stream*

**BOARD MEETING  
AGENDA  
DECEMBER 7, 2020  
6:00 P.M.**

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

**L. PAYMENT OF BILLS:**

1. Regular Bills: November 17, 2020 through December 7, 2020.
2. Addendum Warrants: November 17, 2020 through December 7, 2020.

**M. REPORT OF OFFICERS:**

1. Mayor:
2. Trustees:
3. Clerk: 2021 Schedule of Meetings. *The 2021 Schedule of Meetings is attached for Village Board review and approval.*

**N. EXECUTIVE SESSION:**

**O. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2020-11-42</b>	<b>LAST RESOLUTION</b>	<b>3164</b>
<b>NEXT ORDINANCE</b>	<b>2020-12-43</b>	<b>NEXT RESOLUTION</b>	<b>3165</b>

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

**November 16, 2020**

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 6:00 p.m. and directed Assistant to the Village Manager Tia Messino to call the roll.

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

Absent: None

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

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

**MINUTES:**

*Trustee McCarthy moved and Trustee LaRocca made the second to approve the Minutes of the November 2, 2020 Village Board Meeting. The results of the roll call vote were as follows:*

*Ayes: 4 Trustees Zalak, LaRocca, Gieser, and McCarthy*

*Abstain: 2 Trustees Frusolone and Schwarze*

*Absent: 0*

*The motion passed.*

**LISTENING POST:**

1. Addresses from Audience (3 Minutes).  
*Assistant to the Village Manager read aloud the statement which was received electronically from Debbie Riha regarding bars and restaurants remaining open for indoor dining and disobeying the Governor's order during the pandemic.*

**PUBLIC HEARINGS:**

**CONSENT AGENDA:**

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

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

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

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

1. Recommendation to Release Previously Identified FY21 General Fund Budgetary Cutbacks Due to COVID-19.
2. Detention Restrictor Retrofits Project – Phase I.
3. Public Works Part-time Contract Clerical Position with GovTempsUSA.
4. Recommendation to Award a Contract to Winkler’s Tree & Landscaping, Inc. for Tree Trimming Services in the amount of \$27,484.58.
5. Motion Authorizing the Village Manager to Enter into Agreements with Certain Employees to serve as Auxiliary Snow Plow Drivers at a straight time rate of \$22.00 per hour.
6. Receipt of 2020-2021 Snow and Ice Control Plan.
7. Ordinance No. 2020-11-41 Amending the Carol Stream Code of Ordinances, Chapter 13, Reinstating the Illicit Discharge Detection and Elimination Ordinance.
8. Raffle License Application – Knights of Columbus.
9. Payment of Regular Bills from November 3, 2020 through November 16, 2020.
10. Payment of Addendum Warrant of Bills from November 3, 2020 through November 16, 2020.
11. Treasurer’s Report for the month ended October 31, 2020.

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

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

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

**Recommendation to Release Previously Identified FY21 General Fund Budgetary Cutbacks Due to COVID-19:**

*The Village Board approved releasing previously identified FY21 General Fund Budgetary Cutbacks due to COVID-19.*

**Detention Restrictor Retrofits Project – Phase I:**

*The Village Board approved a contract for professional engineering services to perform a Phase I – Hydrologic and Hydraulic Study for the Detention Restrictor Retrofit Project to Rempe-Sharpe & Associates, Inc. in the amount not to exceed \$22,491.00 on a time and materials basis.*

**Public Works Part-time Contract Clerical Position with GovTempsUSA:**

*The Village Board approved an employee leasing agreement with GovTempsUSA for contract clerical services for the period November 23, 2020 through April 30, 2021.*

**Recommendation to Award a Contract to Winkler’s Tree & Landscaping, Inc. for Tree Trimming Services in the amount of \$27,484.58:**

*The Village Board approved a contract with Winkler’s Tree & Landscaping, Inc. for tree trimming services in the amount of \$27,484.58.*

**Motion Authorizing the Village Manager to Enter into Agreements with Certain Employees to serve as Auxiliary Snow Plow Drivers at a straight time rate of \$22.00 per hour:**

*The Village Board authorized the Village Manager to enter into agreements with certain employees to serve as auxiliary snowplow drivers at a straight time rate of \$22.00 per hour.*

**Receipt of 2020-2021 Snow and Ice Control Plan:**

*The Village Board received the 2020-2021 Snow and Ice Control Plan.*

**Ordinance No. 2020-11-41 Amending the Carol Stream Code of Ordinances, Chapter 13, Reinstating the Illicit Discharge Detection and Elimination Ordinance:**

*The Village Board approved amending the Carol Stream Code of Ordinances, Chapter 13 reinstating the Illicit Discharge Detection and Elimination Ordinance.*

**Raffle License Application – Knights of Columbus:**

*The Village Board approved a raffle license and waived the fee and manager’s fidelity bond for their NFL Championship Weekend and Super Bowl Weekend fundraiser to be held at Corpus Christi Catholic Church starting December 1, 2020 through February 7, 2021.*

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

*The Village Board approved payment of the Regular Bills dated November 16, 2020 in the amount of \$1,052,916.20. The Village Board approved the payment of Addendum Warrant of Bills from November 3, 2020 thru November 16, 2020 in the amount of \$618,989.32.*

**Treasurer’s Report:**

*The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month Ended October 31, 2020.*

**Non-Consent Agenda**

**Ordinance No. 2020-11-42 Suspending the Provisions of Chapter 5, Article 7 of the Village of Carol Stream Code of Ordinances – Motor Vehicle Licenses.**

*Mayor Saverino stated that the Village vehicle stickers may need to be reinstated if warranted.*

*Trustee Frusolone moved and Trustee McCarthy seconded to approve Ordinance No. 2020-11-42 Suspending the Provisions of Chapter 5, Article 7 of the Village of Carol Stream Code of Ordinances – Motor Vehicle Licenses.*

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

**Report of Officers:**

*Trustee LaRocca welcomed back Trustee Frusolone and congratulated Trustee Schwarze on his appointment to the DuPage County Board. He expressed that COVID has exploded and to please be careful, wash hands and wear a mask. Trustee LaRocca urged residents to support Carol Stream restaurants by ordering out.*

*Trustee Gieser echoed Trustee LaRocca's comments on wearing a mask and urged residents to take it seriously as we can overcome. He thanked Spring Trail elementary school for judging their holiday car parade. Trustee Gieser welcomed back Trustee Frusolone and congratulated Trustee Schwarze on his appointment to the DuPage County Board. He wished everyone a Happy Thanksgiving.*

*Trustee Schwarze stated this is his last Board meeting since joining in 2007. He wanted his wife present and to say goodbye in person for his last meeting, but unfortunately that is not going to happen with the pandemic. Trustee Schwarze will wait for a future date to thank everyone as he stated it is all about the residents and appreciated working alongside everyone. Please Shop Carol Stream.*

*Trustee Zalak welcomed back Trustee Frusolone and congratulated Trustee Schwarze on his appointment to the DuPage County Board. He stated residents can register for Christmas Sharing through Social Services on November 16 through December 4 from 10am to 1pm Monday through Friday by calling 630-871-6280. Trustee Zalak stated the Carol Stream library is having a blood drive on November 19 from 11:30am to 6:30pm and appointments and walk-ins are welcome. He wished everyone a Happy Thanksgiving.*

*Trustee Frusolone thanked everyone for their support the past 8 weeks. She congratulated Trustee Schwarze on his appointment to the DuPage County Board and stated he has been a great colleague, it has been an honor to serve with you and "stay true to yourself". Trustee Frusolone stated there will be no food drive this year for Christmas Sharing while in the pandemic. Jewel and Caputo's are collecting food and monetary donations. She spoke about a Carol Stream volunteer who passed away due to COVID and that her memorial service will be in the Spring. Trustee Frusolone wished everyone a happy and healthy Thanksgiving.*

*Trustee McCarthy welcomed back Trustee Frusolone and congratulated Trustee Schwarze on his appointment to the DuPage County Board. He received \$800 in donations, which will be given to Lutheran Church of the Master and also received \$225 in donations from Colony Park, which will go toward Christmas Stockings next year since we are not able to do stockings this year. Trustee McCarthy stated Carol Stream businesses need us more than ever, stay local, eat local and shop local. Please look out for them. Happy Thanksgiving and stay safe, stay healthy and let us hope for a much better next year.*



*Assistant to the Village Manager Messino stated the State of the Village video provides an update of last year's events.*

*Village Attorney Rhodes stated it is great to see Trustee Frusolone back and congratulated Trustee Schwarze on his appointment to the DuPage County Board. He wishes Happy Thanksgiving to everyone as we all still have things to be thankful for.*

*Village Manager Mellor congratulated Trustee Schwarze on his election as he will be missed. He stated free leaf pick up begins next week Monday and the last week for yard waste is the week of November 30 as there is more detailed info on the Village's website. Village Manager Mellor stated tree trimming is taking place with ComEd and Nicor is also conducting work. He wished everyone a Happy Thanksgiving and will see everyone after the holiday break.*

*Mayor Saverino stated he is happy to have Trustee Frusolone back and congratulated Trustee Schwarze on his appointment to the DuPage County Board. He stated it is really tough for restaurants during this pandemic and to please shop in Carol Stream. Happy Thanksgiving, wear masks and physical distance.*

*At 6:49 p.m., Trustee Schwarze moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:*

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr., Mayor

ATTEST:

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Sherry Craig, Deputy Village Clerk

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

***All Matters on the Agenda may be Discussed, Amended and Acted Upon  
November 23, 2020.***

Chairman Parisi called the Special Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 6:00 p.m. and directed Patty Battaglia, Planning and Permitting Assistant, to call the roll.

The results of the roll call were:

Present: Commissioners Angelo Christopher, Michael Battisto, Charlie Tucek, Daniel Morris, Chairman Parisi.

Absent: Frank Petella, John Meneghini

Also Present: Tom Farace, Planning and Economic Development Manager, Patty Battaglia, Planning and Permitting Asst., Bill Cleveland, Village of Carol Stream Engineer, and Ms. Jackie Wells, Consultant from Houseal Lavigne Associates.

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

**MINUTES:**

Minutes for the October 26, 2020, and November 23, 2020, meetings will be approved at the December 14, 2020, meeting.

**PUBLIC HEARING:**

There were no notices for Public Hearing.

**PRESENTATION:**

Ms. Jackie Wells, Project Manager for the Carol Stream UDO update, stated this a project overview of the last few articles of the draft UDO and the PUD standards, administration and enforcement, subdivision and the non-conformities. Then we'll have a brief discussion about our next steps.

Ms. Wells mentioned we have an eight step process towards completing the UDO with PUD's, administration and enforcement, subdivisions and non-conformities will be discussed. Article VII PUD standards is new text, with a rewrite to the existing PUD process with procedural updates, standards for review and modification standards for site development allowances, and PUD amendment options. Existing PUD ordinance doesn't have clear standards for review, but these provide more detail and ties the PUD back to the comprehensive plans (one area missing in your current PUD ordinance- alignment or tieback to the community in the comprehensive plan). Standards for review are going to be that tool that you use and the Village Board uses in the review of an entire PUD application. Modification standards are separate and ensure any site developmental allowances or deviations from underlying zoning requirements are met.

Ms Wells stated that there have been procedural updates and changes to the PUD approval process by requiring a pre-filing conference with the development team and a public meeting. This allows a developer to bring a concept plan or idea to the team before the application process. We're recommending that the PUD standards be updated to differentiate between minor and major changes. Chairman Parisi asked if there were any questions.

Commissioner Battisto, Morris, Christopher, and Tucek had no comments.

Chairman Parisi mentioned the new process of a requirement to actually hold a public meeting with the applicant prior to coming to the Plan Commission.

Chairman Parisi observed that it's more easily done when you work for a public agency like a library or municipality.

Ms Wells stated some communities who feel that same way don't want to require a pre-filing public meeting for all instances and may restrict a PUD of a certain size.

Chairman Parisi suggested to Mr. Farace to make this an administrative determination with the staff, and suggested staff determine requirements.

Commissioner Christopher added a lot of villages, even the City of Chicago, are opening up to these terms.

Chairman Parisi is in total agreement with Commissioner Christopher.

Commissioner Christopher added people are getting landlocked but it opens the door to other people coming in with different ideas that are going to be more acceptable.

Chairman Parisi asked if there are any other comments from the group before Ms. Well's proceeds to the next section and there were no further comments.

Ms. Wells is moving to draft Article VIII, the Administration and Enforcement Section. The standards included in the existing administration section have been reorganized to make the chapter more user friendly. We organized the article into administrative review for staff approval versus a petitioner or legislative review/al. We are introducing several new administrative processes which exist currently, but are not codified in the zoning or subdivision sign ordinances.

Ms. Wells started with Certificates of Zoning Compliance which would be applicable to new uses and moving into existing buildings. This introduces retrofit standards which are minimal improvements that new users would be required to make as their moving into existing buildings. The following would help to bring a building into conformity with the new standards of the UDO.

1. We're proposing the sign ordinance be updated to prohibit box signs to bring a business into conformity with that main requirement.
2. Installation of screening for trash and recycling receptacles, ground or roof mounted mechanical equipment are all new requirements to bring existing businesses into conformity through these retrofit standards
3. Village wide landscape including the placement of landscape planters as well as the planting of perimeter parking lot landscape for those properties that have a strip of grass or land between their parking lot and the public right of way. These improvements would require a performance bond.
4. The site plan review process is a new process that mirrors the current process for the Gary Avenue and North Avenue corridors. These would be approved administratively by staff.

Ms. Wells stated we updated and clarified the review criteria and findings of fact for variations, map, and text amendments was established.

Ms. Wells mentioned the current subdivision ordinance is separate from the zoning ordinance so we're consolidating all of these processes with the other petitioner and approval processes. The subdivision process is two different processes, the major subdivision and the minor subdivision process. The major subdivision process would be larger subdivisions that require dedication on the land for streets, for schools, for parks, etc. That would define what a major subdivision is and those would require a preliminary plat and final plat approval. There would be an option for concurrent

preliminary and final plat approval if the developer elects to participate. For minor subdivisions, the preliminary plat would be optional but the final plat would be required.

Ms. Wells mentioned Easement Encroachment and Annexations have new language and will have two new processes that don't exist within the zoning code.

Ms. Wells stated Enforcement Procedures are violations or ways people can violate the regulations of the UDO of the village. Chairman Parisi asked if there were any questions.

Commissioner Morris questioned the 35 million dollar letter of credit mentioned and asked where that arbitrary number come from and Mr. Farace replied the village attorney provided the number.

Commissioner Tucek, Morris, Battisto and Christopher had no questions.

Chairman Parisi mentioned the procedure being slightly different but liked the idea.

Commissioner Christopher added IDOT plays a key role as to what's acceptable and we need to be flexible.

Ms. Wells stated Article IX, Subdivisions, has been updated by village staff. Engineering and construction specifications will be included in a manual outside of the UDO which allows departments to update those standards and not require a text amendment for the whole UDO. Street standards includes a connectivity index which helps residents get through neighborhoods more efficiently and emergency response vehicles to respond more quickly. Easement standards have been updated. Blocks were updated to be a maximum length of 1,000 feet as opposed to the current length of 1,800 feet for pedestrian safety and walkway minimum requirement reduced to 600 feet.

No questions were asked for this article.

Article X covered nonconforming lots, buildings, structures and uses. The only difference is to separate nonconforming parking lots and buildings to help reinvest in other aspects of their property for development like interior islands inside parking lots.

No questions were asked but Commissioner Christopher commented that islands cause more problems than good because they are not maintained and a brief discussion was held pertaining to this interior parking lot landscape.

Commissioner Battisto mentioned bollards in front of buildings and a brief discussion was held pertaining to them, adding criteria for them is another section of the UDO.

Ms. Wells mentioned next steps is the final draft and ordinance stage and having a final workshop in January, having a public hearing in February, village board adoption in February or March, and then a public hearing in March as well for rezonings.

New business of Plan Commission meeting time was discussed and a common consensus was agreed to be changed to 6:00 p.m. effective 1/21 (Commissioners Petella and Meneghini were contacted by Mr. Farace and also agreed after the meeting).

**OTHER BUSINESS:**

Mr. Farace stated that the next Plan Commission meeting will be December 14.

**OLD BUSINESS:**

**NEW BUSINESS:**

**ADJOURNMENT:**

At 7:00pm Commissioner Tucek moved and Commissioner Christopher seconded the motion to adjourn the meeting.

The motion passed by unanimous vote.

Recorded and transcribed by,

\_\_\_\_\_  
Patty Battaglia  
Planning and Permitting Assistant

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

\_\_\_\_\_  
Chairman

*Village of Carol Stream*  
Interoffice Memorandum

MEMO TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works



DATE: November 25, 2020

RE: Motion to Approve an Engineering Services Agreement with Baxter & Woodman for Re-design and Bid Assistance -- WRC De-Watering System Replacement Project

In December 2019 the Village Board approved an Engineering Services Agreement (ESA) with Baxter & Woodman for design and preparation of specifications for the WRC De-watering System Replacement Project. The project went to bid in June 2020 but bid prices came in significantly higher than budget. Consequently, the Village Board rejected all bids and directed staff to examine opportunities to make changes to the specifications to reduce project cost and to re-bid the project later in the current fiscal year in anticipation of construction in the coming fiscal year.

After working with Baxter & Woodman and Jacobs Engineering we have identified several items in the project that can be eliminated, or specifications amended, to reduce the overall project cost without sacrificing the overall benefits of the project. These changes make it necessary for additional engineering design work to be performed and for a new set of bid documents to be prepared. Attached you will find a proposal from Baxter & Woodman to provide those services for the not-to-exceed cost of \$24,825. The ESA requires Baxter & Woodman to prepare an Engineer's Estimate of Probable Cost which can be utilized to prepare a new budget amount for the coming fiscal year.

Staff recommends a Motion to approve an Engineering Services Agreement with Baxter & Woodman for Re-design and Bid Assistance for the WRC De-Watering System Replacement Project.

Attachment

VILLAGE OF CAROL STREAM, ILLINOIS  
WRC DEWATERING SYSTEM IMPROVEMENTS

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***ENGINEERING SERVICES AGREEMENT***

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***THIS AGREEMENT*** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the Village of Carol Stream, Illinois, hereinafter referred to as the Village, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the Engineers, for engineering services required by the Village for the WRC Dewatering System Improvements, hereinafter referred to as the Project.

***WITNESSETH*** that in consideration of the covenants herein, these parties agree as follows:

***SECTION 1.*** The Project consists of WRC Dewatering Systems Improvements, as more completely described in Exhibit A, attached hereto. After written authorization by the Village, the Engineers shall provide professional services for the Project. These services will include serving as the Village's representative in all phases of the Project, providing consultation and advice, and furnishing customary engineering services, as enumerated in Exhibit B, attached hereto. The Engineers shall perform its services with the standard of care for engineers experienced in similar projects in size and scope. Engineers shall be responsible for services provided hereunder whether such services are provided directly by the Engineers or by persons or entities hired by Engineers.

***SECTION 2.*** The Village shall compensate the Engineers for the professional services enumerated in Exhibit B hereof as follows:

Our engineering fee for the final design services described in Exhibit B Sections 1 through 6 will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs, which in total will not exceed \$24,825, Engineers' Project No. 171068.41.

***SECTION 3.*** The parties hereto further mutually agree:

3.1 The Engineers may submit requests on a monthly basis for periodic progress payments for services rendered. If no time has been charged to the project within a given month, no invoice will be submitted. Invoices will be based on the percentage of the work completed to date. Upon completion of the project, the remaining contract amount will be submitted as the final invoice. The final amount

invoiced is determined by the amount of work completed and invoiced in previous periods and the remaining work completed in the final period for the final invoice. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the Engineers may, after giving seven (7) days written notice to the Village, suspend services under this Agreement until the Engineers have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.2 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the Engineers shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the Village shall receive reproducible copies of Drawings, Specifications and other documents completed by the Engineers.

3.3 The Engineers agree to hold harmless, and indemnify the Village and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees recoverable under applicable law to the extent that such claims, losses, damages or expenses are caused by the officers, employees agents, or contractors of the Engineers, for their willful or negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the Village or other consultants, contractors or subcontractors working for the Village, or their officers, agents and employees.

Engineers expressly understand and agree that any performance bond or insurance policies required by this contract, or otherwise provided by the Engineers, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Carol Stream, its officials, agents, employees and assigns as herein provided.

The indemnifications as provided herein, shall not be limited by reason of the enumeration of any insurance coverage herein provided. The Engineers' indemnification of the Village, its officials, agents, employees, and assigns shall survive the termination or expiration of this contract.



The Village does not waive, by these indemnification requirements, any defenses or protection granted under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available under the law.

3.4 For the duration of the Project, the Engineers shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Engineers' performance of services under this Agreement. The Village shall be named as an additional insured on the Engineers' general liability insurance policy on an ISO approved form. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to issue such certificates of insurance on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full-certified copies of the insurance policies and endorsements.

The Engineers' insurance coverage shall be primary and non-contributory as respects the Village of Carol Stream, its officials, agents, and employees. The policy which names the Village as an additional insured shall also name "its officers and employees" as covered parties, and that policy and the other policies specified below shall, with regards to certificates of insurance, provide that the coverage shall not be cancelled, modified or reduced without 10 days' prior written notice to the Village. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to either the Village of Carol Stream, its officials, agents, or employees.

All policies shall be with insurance companies with a rating of A- or above.

3.5 The limits of liability for the insurance required by this Subsection are as follows:

(1)	Worker's Compensation:	Statutory Limits
(2)	General Liability	
	Per Claim:	\$1,000,000
	Aggregate:	\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit:	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim and Aggregate:	\$5,000,000

- (5) Professional Liability  
Per Claim and Aggregate: \$5,000,000/\$5,000,000

3.6 The Engineers are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement. The Engineers shall endeavor to perform such services with the same degree of knowledge, skill and diligence normally employed by professional engineers performing the same or similar services. The Engineer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

3.7 The Village may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the Engineers. If such changes cause an increase or decrease in the Engineers' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the Engineers shall be furnished without the written authorization of the Village.

3.8 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the Engineers pursuant to this Agreement are instruments of service in respect to the Project, and the Engineers shall retain the right of reuse of said documents and electronic media by and at the discretion of the Engineers whether or not the Project is completed. Reproducible copies of the Engineers' documents and electronic media for information and reference in connection with the use and occupancy of the Project by the Village and others shall be delivered to and become the property of the Village upon request; however, the Engineers' documents and electronic media are not intended or represented to be suitable for reuse by the Village or others on additions or extensions of the Project, or on any other project. Any such reuse without verification or adaptation by the Engineers for the specific purpose intended will be at the Village's sole risk and without liability or legal exposure to the Engineers, and the Village shall indemnify and hold harmless the Engineers from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the Engineers' documents and electronic media will entitle the Engineers to claim and receive additional compensation from the Village. Electronic media are furnished without guarantee of compatibility with the Village's software or hardware, and the Engineers' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The Engineers are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 Appendix A, as applicable.

3.10 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.11 To the extent required by law, the Engineers agree to comply with the provisions of the Employment of Illinois Workers on Public Works Act, and to comply with all other provisions of Illinois law, which affect the persons who perform work and the conditions under which their work takes place. In the event that the terms of this Agreement, or the actions of the Engineers are found to have not complied with the law, then the Engineers shall indemnify and hold the Village harmless, and pay all amounts determined to be due, including, but not limited to fines, costs, attorneys' fees and penalties.

3.12 All express representations, waivers, indemnifications, and limitations of liability in this Contract will survive its completion and/or termination.

3.13 Any provision or part of the Contract held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Engineers, which agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

3.14 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Contract shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

3.15 The Engineers certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

3.16 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

**BAXTER & WOODMAN, INC.**

**VILLAGE OF CAROL STREAM, ILLINOIS**

By

*Daryl Wabal*  
Executive Vice President

By

\_\_\_\_\_  
Mayor

November 25, 2020

Date of Signature

\_\_\_\_\_  
Date of Signature

(SEAL)

ATTEST:

ATTEST:

*Barbara Tobin*  
Deputy Secretary

\_\_\_\_\_  
Clerk

**Attachment**

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Improvements\Contract\Work\Dewateringsystemimp\171068.40\_ESA\_WRC\_Dewateringsysimp.Doc

(Latest update 5-2-11)

VILLAGE OF CAROL STREAM, ILLINOIS  
WRC DEWATERING SYSTEM IMPROVEMENTS – RE-BID

EXHIBIT A

**PROJECT DESCRIPTION**

The existing dewatering system at the Village's Water Reclamation Center (WRC) uses two belt filter presses that feed into a conveyor. The conveyor then carries the dewatered sludge to a single sludge loading bay. The existing belt filter presses and sludge conveyor are nearing the end of their useful life, and the loading bay needs to be improved to handle additional sludge. This project originally bid in summer of 2020, however with bid prices exceeding budgeted amount for this project, the scope has been modified and the project will re-bid. The revised project will include the original plan from the previous project (Engineer's Project No. 171068.40) with the following revised components:

- Revise Polymer Unit spec for additional verified manufacturers.
- Remove responsibility of Contractor to provide temporary sludge dewatering from Contract scope.
- Revise Conveyor Control Panels specification for simplified controls.
- Review and provide comparison on costs of Aggregate topping, typical compressive strength concrete pavement, and high strength (8,000 psi) concrete pavement.
- Review piping configurations and cost impact to provide one TSS meter for both screw press feeds.
- Revise drawings and specifications to remove Sludge Bay/Vactor Receiving Station from project scope. Plans will be made for future expansion to the sludge bay (i.e. Conveyor system layout and other ancillary layouts).
- Bidding Services.

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VILLAGE OF CAROL STREAM, ILLINOIS  
WRC DEWATERING SYSTEM IMPROVEMENTS - RE-BID

EXHIBIT B

SCOPE OF SERVICES

**DESIGN PHASE SERVICES**

1. ADMINISTRATION & MEETINGS - Confer with the Village's Director of Public Works and his staff, from time to time, to clarify and define the general scope, extent, and character of the Project.
2. PROJECT MANAGEMENT - Plan, schedule, and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope.
3. FINAL DESIGN - Prepare revised Design Documents consisting of Drawings showing the scope, extent and character of construction work to be furnished and performed by the Contractor(s) and Specifications, which will be prepared in conformance with the format of the Construction Specification Institute. Include alternate bids including two screw press manufacturers, to allow the Village to select the most cost effective project within their capital budget.
4. FINAL OPINION OF PROBABLE COST - Prepare an opinion of probable construction cost based on the Final Design Documents.
5. CONSTRUCTION DOCUMENTS - Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
6. ASSISTANCE DURING BIDDING - Assist the Village in solicitation of construction bids from as many qualified bidders as possible, attend the bid

**opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.**

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**Village of Carol Stream, Illinois  
WRC Dewatering System Improvements - Re-Bid  
Engineering Services  
Work Order No. 171068.41**

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**Exhibit C**

**Project Schedule**

<b>Project Development</b>	<b>Completion Date</b>
Engineering Service Agreement Approval by Village Board	12/7/2020
Signed Engineering Service Agreement Received	12/9/2020
Kickoff Meeting with Village	12/14/2020
<b>Final Design</b>	
Submit Revised 90% Drawings to Village	2/26/2021
Final Design Review Meeting	3/9/2021
<b>Bidding</b>	
Advertise Bids	3/15/2021
Pre-Bid Meeting	4/1/2021
Open Bids	4/19/2021
Recommendation to Award Bids	4/23/2021



*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Mayor and Trustees  
**FROM:** Robert Mellor, Village Manager  
**DATE:** December 7, 2020  
**RE:** Office Manager – Mayor & Village Manager’s Office

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On May 19, 2014, a contract with GovTempsUSA was approved for an Office Manager in the Village Manager’s Office. The arrangement was in lieu of a Village employee with benefits (pension and health insurance). This enabled the Village to obtain the services of an extremely knowledgeable professional while saving money. This arrangement continues to provide high quality services at the savings envisioned.

The initial agreement was for the period May 7, 2014 through December 31, 2014. The arrangement was subsequently extended for one-year terms on January 1, 2015, January 1, 2016, January 1, 2017, January 1, 2018, January 1, 2019 and January 1, 2020.

Attached for your review and consideration, you will find Exhibits A and B to the Agreement with GovTempsUSA. Exhibit A has been revised to reflect a 3% increase in the hourly rate from \$39.64/hour to \$40.83/hour and an additional 2 days of vacation to reflect the eighth year of the contract. The annual cost of \$84,926.40 continues to compare favorably with the cost of a full-time employee with benefits.

I am recommending approval of the revisions to the Agreement with GovTempsUSA for the period January 1, 2021 through December 31, 2021 at a cost of \$84,926.40 as articulated in Exhibit A. All other terms of the Agreement approved May 19, 2014 remain unchanged. I have discussed the agreement with Mayor Saverino and he concurs with this recommendation.

Attachments

**EXHIBIT A**  
**Worksite Employee and Base Compensation**

WORKSITE EMPLOYEE: Denise Kalke

POSITION/ASSIGNMENT: Outsourced Office Manager

Village of Carol Stream, IL

POSITION TERM: One Year Renewal: January 1 – December 31, 2021.

Agreement may be renewed for up to one (1) additional year, with agreement between parties. Please review Section 5 of this Agreement for the complete terms of the position.

BASE COMPENSATION: \$40.83 per hour for hours worked, based on a forty (40) hour work week (\$1,633.20 per week).

Standard hours will be paid unless the Municipality reports otherwise to GovTempsUSA, LLC via email at payroll@govtempusa.com on the Monday after the prior work week before the close of business.

GOVTEMPSUSA, INC.:

MUNICIPALITY:

By: 

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

Date: 11/13/2020

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

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

**EXHIBIT B**


**Municipality Holidays**

New Year's Day  
Presidents Day  
Memorial day  
Independence Day  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

**Vacation**

18 Days starting January 1

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Robert Mellor, Village Manager  
**FROM:** Marc Talavera, Information Technology Director   
**DATE:** December 2, 2020  
**RE:** 2021-22 GIS Consortium Service Provider Contract

In November of 2015 the Village had joined the GIS Consortium (GISC) and entered into a contract with the GIS service provider, Municipal GIS Partners, Inc. (MGP). The contract provides GIS program staffing consisting of an Onsite Analyst, Shared Analyst, Client Account Manager and Manager.

Since joining the consortium, the Village has made significant progress integrating and improving our GIS capabilities. Currently MGP and Village staff work collaboratively on several projects including:

- a. Continued Cartegraph Integration
- b. Continued Development of Utility Data
- c. Sanitary Sewer Pipe and Manhole Summary for Redzone
- d. Mapping integrations with Village Systems
- e. Police Zone and Block Maps
- f. Various Story Maps
- g. Cartegraph Asset Visualization Improvements
- h. Community Development Project Maps

This year, in addition to the Statement of Work being updated to reflect the service charges for 2021, the Service Provider Agreement has been altered to provide the option of working remotely for the Onsite Analysts as deemed reasonable by MGP and the Village of Carol Stream. This change was requested by MGP in response to Covid and is reflected in Section 3A of Attachment I in the Service Provider Agreement. To date, the MGP Analysts have demonstrated the capability to effectively work remotely and for this reason, staff is agreeable to this change.

The hour allocated between GIS disciplines has changed slightly over the previous agreement in order to best provide GIS service, but these changes are negligible and did not increase the contract over the previous year. For reference, the 2020 contract was a not to exceed amount of \$146,352.00, the total cost for 2021 is \$145,901.00.

Information Technology has reviewed the Statement of Work and is agreeable to the requested change in the Service Provider Agreement. Therefore, staff recommends an award of contract to MGP at a cost not to exceed \$145,901.00 pursuant to the provisions of Chapter 5, Article 8, Section 5-8-14(F) of the Carol Stream Code of Ordinances.

## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “*Contract*”) made and entered into this 1st day of January, 2021 (the “*Effective Date*”), by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the “*Municipality*”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “*Consultant*”).

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium (“*GISC*”);

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “*Services*”) in connection with the Municipality’s geographical information system (“*GIS*”);

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 **Statement of Work.** This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as *Attachment 1* (“*Statement of Work*”), which shall become a part of and subject to this Contract.

1.2 **Supplemental Statements of Work.** Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, substantially in the form attached hereto as *Exhibit A*.

1.3 **Additional Compensation.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## **SECTION 2 PERFORMANCE OF WORK**

2.1 All work hereunder shall be performed under the direction of the [CITY/MUNICIPALITY MANAGER] or his designee (hereinafter referred to as the "*Municipality Manager*") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## **SECTION 3 RELATIONSHIP OF PARTIES**

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## **SECTION 4 PAYMENT TO THE CONSULTANT**

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

4.2 Service Rates. The service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for 3 year(s) (the “*Initial Term*”).

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a “*Renewal Term*”).

## SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

## SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or

subcontractors (“*Consultant Personnel*”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. For purposes of this Contract, the term "Consultant" shall be deemed to refer to the Consultant and also to refer to all subcontractors of the Consultant.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant’s business.

## **SECTION 8**

### **ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

(a) Office space for the Consultant’s Personnel and periodic guests. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant’s Personnel and periodic guests;



- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the Internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data, record, which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all Municipality GIS assets that permit the Consultant to continue services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

## **SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA**

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GIS Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("**Confidential Information**"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice

to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within five (5) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date. Unless expressly excluded by this Contract, the warranty expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Municipality.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in *Attachment 2* to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

## SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Act*"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Applicable Regulations*")) of minorities and women in the areas from

which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties.

Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("**Dispute**"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality:	Village of Carol Stream Marc Talavera 500 North Gary Avenue Carol Stream, IL 60188 Attention: Marc Talavera E-mail: mtalavera@carolstream.org
If to Consultant:	Municipal GIS Partners, Incorporated Thomas A. Thomey 701 Lee Street, Suite 1020 Des Plaines, IL 60016 Attention: Thomas Thomey E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the

party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "*Force Majeure*"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

**[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**



**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

**VILLAGE OF CAROL STREAM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**CONSULTANT:**

**MUNICIPAL GIS PARTNERS,  
INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Management Support Specialist

By: Thomas A. Thomey  
Name: Thomas Thomey  
Its: President and General Manager

## **Attachment 1**

### **Statement of Work to GIS Consortium Service Provider Contract**

1) **General Purpose.** The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) **Service Types.** The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) **Services.** The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality, either physically on-site or remotely (as reasonably determined by the Consultant after consultation with the Municipality with respect to its need). The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

B. The Shared Analyst provides technical support to the Site Analyst and the Municipality including trouble-shooting and project implementation. The Shared Analyst is responsible for developing, testing, and managing the GISC shared solutions including the standard data model and processes, centralized databases, and software applications.

C. The Client Account Manager is responsible for the coordination and operation of the program for the Municipality including leadership alignment and reporting, planning and budgeting, resource allocation, and performance management.

D. The Manager is responsible for the overall GISC program including the development and implementation of new shared opportunities based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the "**Board**") of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the "**Proposal**") to the Board for approval every year on or about July 31st. Upon the Board's approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI<sup>1</sup> measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 1,154 hours of Site Analyst
2. 228 hours of Shared Analyst
3. 115 hours of Client Account Manager
4. 57 hours of Manager

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<sup>1</sup>For purposes of this Contract, "CPI" shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.

B. Service Rates

1. \$91.15 per hour for Site Analyst
2. \$91.15 per hour for Shared Analyst
3. \$106.90 per hour for Client Account Manager
4. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$145,901.00.

Total Not-to-Exceed Amount for Services (Figures): one hundred forty-five thousand nine hundred one and 00/100 dollars.

## Attachment 2

### **To GIS Consortium Service Provider Contract**

#### **Insurance**

##### Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.

2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

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

**TO:** Village Board  
**VIA:** Bob Mellor  
**FROM:** Joe Carey  
**DATE:** December 2, 2020  
**RE:** **Professional Services Contract with FGM**

The Village recently completed its review of architectural, bidding and construction administration services for the construction of an Emergency Operations Center. Of the three proposals received, FGM was the most responsive and responsible submittal in the amount of \$32,500. Williams Architects submitted a proposal of \$33,500 and Dewberry in the amount of \$48,000. Staff is recommending approval of a contract with FGM Architects in the amount not to exceed \$32,500.

As you will recall, the Fire District had previously decided that they no longer wished to host the Village-wide Emergency Operations Center (EOC) at their Fire Station No. 28. Unfortunately, this occurred after the design and construction of the Municipal Center Renovation Project. The Village and Fire District provide essential emergency and disaster response to the community. As such, the Village has solicited proposals for the design of an EOC. Since the Village was not aware of the Fire District's intention to dismantle the EOC at the time of our renovation project, the Village's current facilities are not equipped to host an EOC. In order to fully utilize the space, the room will also be designed to be used as a training room.

The proposal calls for the redesign of a basement storage room (commonly known as Santa's workshop). Of note, the FY-2021 budget included \$40,000 for this purpose. Total cost of construction will be determined once bids are received. Given the anticipated cost of construction, these expenses will be funded through the Capital Projects Fund.



 **AIA**<sup>®</sup> Document B104<sup>™</sup> – 2017

**Standard Abbreviated Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the      day of December in the year 2020  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, Illinois 60188

and the Architect:  
*(Name, legal status, address and other information)*

FGM Architects Inc.  
1211 West 22<sup>nd</sup> Street, Suite 700  
Oak Brook, IL 60523

for the following Project:  
*(Name, location and detailed description)*

Carol Stream Village Hall Training Room Build-Out  
500 N. Gary Avenue  
Carol Stream, Illinois 60188

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

The Village of Carol Stream, also referred to as the Owner, would like to renovate a basement space in the Carol Stream Village Hall into a training room. The space is approximately 2,000 square feet in size. The scope of the project includes interior finishes, HVAC and electrical work.

- .1 HVAC and electrical engineering will be provided by FGM Architects.
- .2 Audio-Visual Design will be provided by the Owner and integrated into the Construction Documents.
- .3 FGM Architects will provide a lump sum fee for Design and Construction Document Services as described in the proposal dated October 13, 2020
- .4 FGM Architects will provide Bidding and Construction Administration Services on an hourly not to exceed fee as described in the Amendment to the Scope of Services dated November 9, 2020.
- .5 The project is anticipated to be bid to General Contractors.
- .6 Furniture selection and procurement will be provided by the Village.

The Construction budget will be determined during the course of the project.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The scope of Architect's responsibilities and duties are set forth in its proposal dated October 13, 2020 with an amendment to the proposal dated November 9, 2020 which are incorporated herein and attached hereto at Exhibits A and B; in the event of any conflict between the proposal and this Agreement, the provisions of this Agreement shall prevail.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

*(Paragraph deleted)*

- .2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage
- .3 Workers' Compensation at statutory limits.
- .4 Professional Liability covering negligent acts, errors, and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) in the aggregate.

§ 2.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.4 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

Init.

§ 2.5 Prior to the commencement of Architect's professional services, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.2.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### **§ 3.2 Design Phase Services**

§ 3.2.1 The Architect shall review information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner and request the Owner's approval.

#### **§ 3.3 Construction Documents Phase Services**

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review, if requested by the Owner, in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.



§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

**§ 3.4 Construction Phase Services – WORK IDENTIFIED IN SECTION 3.4 WILL BE PROVIDED AT HOURLY BASIS AS REQUESTED BY OWNER IN WRITING.**

**§ 3.4.1 General**

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.4.2 Evaluations of the Work**

§ 3.4.2.1 The Architect shall visit the site as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.4.3 Certificates for Payment to Contractor**

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include environmental studies, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, preparation of record drawings, commissioning, sustainable project services, fast track design services, and any other services not otherwise included in this Agreement.

*(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

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§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services up to four ( 4 ) visits to the site by the Architect during construction and two (2) site meetings for punch list review.. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within ten ( 10 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.



§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

*(Paragraph deleted)*

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall

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be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement and only for their relative percentage degree of fault. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage. As a condition of Architect's obligation to indemnify, Owner shall provide prompt written notice of the claim for which indemnification is sought and afford Architect the option to assume defense of the Owner, which Architect may elect or decline in its sole discretion.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Prior to instituting mediation, on written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within five (5) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute within such ten (10) days, the parties may proceed to mediation. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

*(Paragraphs deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

*(Paragraphs deleted)*

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

*(Paragraph deleted)*

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.



**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

**Design and Construction Documents – Lump Sum Fee of \$15,400.00**

*(Paragraphs deleted)*

**Bidding Services – Hourly Not to Exceed Fee of \$6,900.00**

*(Paragraphs deleted)*

**Construction Administration Services – Hourly Not to Exceed Fee of \$10,200.00**

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

At an hourly rate or lump sum fee as approved by the Owner

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

At an hourly rate or lump sum fee as approved by the Owner

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:

At a lump sum fee as approved by the Owner

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Forty	percent (	40	%)
Construction Documents Phase	Sixty	percent (	60	%)

*(Rows deleted)*

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Total Basic Compensation	one hundred	percent (	100	%)
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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Per hourly rate schedule which is attached and incorporated herein as Exhibit B  
*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

**§ 11.9 Payments to the Architect**

**§ 11.9.1 Initial Payment**

An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.9.2 Progress Payments**

**§ 11.9.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

In accordance with the Illinois Local Government Prompt Payment Act

**§ 11.9.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.9.2.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

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**User Notes:** (2018257730)

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2

*(Paragraphs deleted)*

Exhibits:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*

Exhibit A – FGM Proposal dated October 13, 2020.

Exhibit B – FGM Amendment to the Proposal dated November 9, 2020.

*(Paragraphs deleted)*

Exhibit C - Rider to Standard Form of Agreement Between Owner and Architect, AIA Document B104-2017 edition, by and between the Village of Carol Stream and FGM Architects for Architectural Services in regard to Village Hall Training Room Project.

This Agreement entered into as of the day and year first written above

**VILLAGE OF CAROL STREAM**

**FGM ARCHITECTS INC.**

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
ARCHITECT *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
Raymond Lee, AIA Vice President

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

\_\_\_\_\_  
ARCHITECT *(Signature)*

\_\_\_\_\_  
Andrew Jasek, AIA Executive Vice President

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

EXHIBIT A

**FGM** ARCHITECTS

Proposal for

Architectural Services

For

**CAROL STREAM VILLAGE HALL TRAINING ROOM BUILD-OUT**  
Carol Stream, Illinois

Submitted to:

**VILLAGE OF CAROL STREAM**  
500 N. Gary Avenue  
Carol Stream, Illinois 60188

By:

**FGM ARCHITECTS INC.**  
1211 West 22nd Street, Suite 700  
Oak Brook, IL 60523

October 13, 2020

1211 West 22<sup>nd</sup> Street, Suite 705  
Oak Brook, IL 60523-2109  
630.574.8300 PHONE 630.574.9292 FAX

## EXHIBIT A

# FGM ARCHITECTS

### 1.0 SCOPE OF PROJECT

The Village of Carol Stream, also referred to as the Owner, would like to renovate a basement space in the Carol Stream Village Hall into a training room. The space is approximately 2,000 square feet in size. The scope of the project includes interior finishes, HVAC and electrical work.

### 2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following Architectural Services for the Project:

#### 2.1 Design and Construction Document Services (Note: Due to the project size, these phases have been blended together).

##### 2.1.1 Design Services

- .1 Meet with the Village of Carol Stream to determine the project goals and requirements for the training room.
- .2 FGMA shall prepare Design Documents consisting of drawings and other documents to establish and describe the size and character of the Scope of Work.
- .3 FGMA will field verify the dimensions of the space to be renovated.
- .4 Design Documents will include architectural and interior design changes required for the training room
- .5 Design Documents will be reviewed with the Owner and adjusted as required.

##### 2.1.2 Construction Document Services

- .1 Upon approval of the Design Phase, FGMA shall prepare Construction Documents for the Project. The Construction Documents shall consist of drawings as required to secure a building permit. Specification notes will be included on the drawings.
- .2 FGMA has included HVAC, electrical, and fire protection engineering services as part of our scope of services. If desired by the Owner, FGMA will provide A/V system design as an additional service.
- .3 FGM shall assist the Owner in filing the construction documents for permit approval from the Village of Carol Stream.

##### 2.1.3 Services that are not included in our proposed include the following items:

- .1 Any bidding or construction administration services. These services will be provided at an hourly rate as directed by the Owner.
- .2 Furniture Design and Procurement Services
- .3 Environmental Building Studies
- .4 Hazardous Material Remediation (asbestos, lead, etc.)

#### 2.3 Consultants: FGM has included the services of W-T Engineering for HVAC, electrical, and fire protection engineering.



## EXHIBIT A

# FGM ARCHITECTS

### 3.0 ARCHITECT'S COMPENSATION

The Owner shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

- 3.1 For all professional services in connection with Architectural Design and Construction Document Services as described in Paragraph 2.0 above, we propose the following fee:

#### **Design and Construction Documents – Lump Sum Fee of \$15,400.00**

#### **Optional Service:**

Audio Visual System Design                      Lump Sum Fee of \$2,800.00

- 3.2 Reimbursable Expenses

In addition to the compensation above, FGM shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. We recommend establishing a Reimbursable Allowance of \$500, which FGM shall not exceed without prior written approval of the Owner. Reimbursable Allowance includes costs for items below.

- 3.2.1 Expense of postage and/or delivery.
- 3.2.2 Expenses of any specialty consultants with Owner's prior approval.
- 3.2.3 Expense of Contract Document printing for permit submittal.
- 3.2.4 Any fees paid by FGM to authorities having jurisdiction over the project with Owner's prior approval.

Local travel (travel less than 100 miles), phone, fax, and printing of review sets shall not be charged as a Reimbursable Expense.

- 3.3 If specialty consultants are required, FGM shall be reimbursed for consultant expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same.
- 3.4 Payments shall be made by the Owner to FGM upon receipt of FGM's invoice in accordance with the Local Government Prompt Payment Act.
- 3.5 Non-payment of invoices shall constitute grounds for discontinuing service.
- 3.6 The terms of this Proposal are based upon services commencing within 30 days and all services being completed within two months thereafter.

### 4.0 Form of Agreement

Upon review and approval of this proposal, FGM and the Village of Carol Stream shall enter into a Contract using AIA Form of Agreement or similar as mutually acceptable, for

EXHIBIT A

# FGM ARCHITECTS

the services outlined in this proposal. Due to the limited scope of work for this project, we suggest using AIA Document B104 Standard Abbreviated Form of Agreement Between Owner and Architect that was utilized for the Public Works Entry Renovation Project.

We appreciate this opportunity to be of service to the Village of Carol Stream for this Project.

Sincerely,

**FGM ARCHITECTS INC.**



Raymond K. Lee, AIA, LEED AP  
Principal-in-Charge  
Phone: 630.574.8711  
Email: [rayl@fgmarchitects.com](mailto:rayl@fgmarchitects.com)



Andrew J. Jasek, AIA  
Executive Vice President  
Phone: 630.574.8709  
Email: [andyj@fgmarchitects.com](mailto:andyj@fgmarchitects.com)

EXHIBIT A

# FGM ARCHITECTS

## HOURLY RATE SCHEDULE

Effective November 1, 2019\*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

### FGM Architects

Principal (Board of Directors)	\$250.00
Arch IV	\$195.00
Arch III	\$150.00
Arch II	\$120.00
Arch I	\$90.00
Intern	\$65.00
Interior Designer IV	\$185.00
Interior Designer III	\$145.00
Interior Designer II	\$120.00
Interior Designer I	\$85.00
Landscape Architect	\$160.00
Project Administrator III	\$110.00
Project Administrator II	\$85.00
Project Administrator I	\$75.00

### W-T Mechanical / Electrical Engineering, LLC

President	\$175.00
Project Manager	\$150.00
Project Engineer	\$135.00
CAD Technician	\$100.00
Administrative	\$60.00

\*Hourly rates are subject to adjustment on November 1 each year.

EXHIBIT B

**FGM** ARCHITECTS

Proposal Amendment for

Architectural Services

For

**CAROL STREAM VILLAGE HALL TRAINING ROOM BUILD-OUT**

Carol Stream, Illinois

Submitted to:

**VILLAGE OF CAROL STREAM**

500 N. Gary Avenue

Carol Stream, Illinois 60188

By:

**FGM ARCHITECTS INC.**

1211 West 22nd Street, Suite 700

Oak Brook, IL 60523

November 9, 2020

1211 West 22<sup>nd</sup> Street, Suite 705  
Oak Brook, IL 60523-2109

630.574.8300 PHONE 630.574.9292 FAX

EXHIBIT B

# FGM ARCHITECTS

## 1.0 AMENDMENT TO SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide Architectural Services for Design and Construction Documents for the Project as identified in the original proposal dated October 13, 2020 for the Carol Stream Village Hall Training Room Build-Out.

This Amendment identified the potential fees for Bidding and Construction Administration Services as requested by the Village.

## 2.0 AMENDMENT SERVICES

The Village has requested an amendment to the services proposed to include Bidding and Construction Administration Services. FGMA proposes to provide the services at an hourly not to exceed rate as follows.

2.1 Bidding Services: FGMA will provide the following bidding services on an hourly not to exceed fee of \$6,900.00.

### 2.1.1 Bidding Services and Anticipated Hours

.1 Issue Drawings (setup for electronic distribution)	2 hrs
.2 Attend Pre-Bid Meeting	4 hrs
.3 Bidding Questions and Addenda (Includes W-T Engineering)	14 hrs
.3 Attend Bid Opening	4 hrs
.4 Bid Review and Reference Checks	4 hrs
.5 Bid Recommendation	4 hrs
.5 Construction Contract Development	10 hrs
<u>.7 Contingency Time</u>	<u>4 hrs</u>
TOTAL ANTICIPATED TIME FOR BIDDING	46 hrs

2.2 Construction Administration Services: FGMA will provide the following construction administration services on an hourly not to exceed fee of \$10,200.00.

### 2.2.1 Construction Administration Services and Anticipated Hours

.1 Pre-Construction Meeting	4 hrs
.2 Submittal and Shop Drawing Review (includes W-T Engineering)	10 hrs
.3 Requests for Information / Questions (includes W-T Engineering)	8 hrs
.4 Site Visit with Owner-Architect-Contractor Meeting (4 included)	16 hrs
.5 Payment Request Review and Certification	8 hrs
.6 Punch List (includes W-T Engineering)	10 hrs
.7 Punch List Follow Up Review	4 hrs
<u>.8 Contingency Time</u>	<u>8 hrs</u>
TOTAL ANTICIPATED TIME FOR CONSTRUCTION ADMINISTRATION	68 hrs

2.3 All Amendment Services will be provided upon request from the Village of Carol Stream. If services are not required, or are performed by the Village directly, this will result in a savings to the Village of Carol Stream.

EXHIBIT B

# FGM ARCHITECTS

## 3.0 ARCHITECT'S COMPENSATION SUMMARY

The Owner shall compensate FGM Architects for professional Architectural services rendered in connection with the Project as follows:

3.1 For Design and Construction Documents per the proposal dated October 13, 2020.

### **Design and Construction Documents – Lump Sum Fee of \$15,400.00**

#### **Optional Service:**

Audio Visual System Design                      Lump Sum Fee of \$2,800.00

3.2 For Bidding and Construction Administration Services per paragraph 2.0 above, to be performed at an hourly not to exceed rate.

<b>Bidding Services</b>	<b>Hourly Not to Exceed \$6,900.00</b>
<b>Construction Administration</b>	<b>Hourly Not to Exceed 10,200.00</b>

3.3 Reimbursable Expenses

In addition to the compensation above, FGM shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. We recommend establishing a Reimbursable Allowance of \$500, which FGM shall not exceed without prior written approval of the Owner. Reimbursable Allowance includes costs for items below.

3.3.1 Expense of postage and/or delivery.

3.3.2 Expenses of any specialty consultants with Owner's prior approval.

3.3.3 Expense of Contract Document printing for permit submittal.

3.3.4 Any fees paid by FGM to authorities having jurisdiction over the project with Owner's prior approval.

Local travel (travel less than 100 miles), phone, fax, and printing of review sets shall not be charged as a Reimbursable Expense.

3.4 If specialty consultants are required, FGM shall be reimbursed for consultant expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same.

3.5 Payments shall be made by the Owner to FGM upon receipt of FGM's invoice in accordance with the Local Government Prompt Payment Act.

3.6 Non-payment of invoices shall constitute grounds for discontinuing service.

3.7 The terms of this Proposal are based upon services commencing within 30 days and all

EXHIBIT B

# FGM ARCHITECTS

services being completed within two months thereafter.

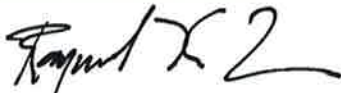
#### 4.0 Form of Agreement

Upon review and approval of this proposal, FGM and the Village of Carol Stream shall enter into a Contract using AIA Form of Agreement or similar as mutually acceptable, for the services outlined in this proposal. Due to the limited scope of work for this project, we suggest using AIA Document B104 Standard Abbreviated Form of Agreement Between Owner and Architect that was utilized for the Public Works Entry Renovation Project.

We appreciate this opportunity to be of service to the Village of Carol Stream for this Project.

Sincerely,

#### FGM ARCHITECTS INC.



Raymond K. Lee, AIA, LEED AP  
Principal-in-Charge  
Phone: 630.574.8711  
Email: [rayl@famarchitects.com](mailto:rayl@famarchitects.com)



Andrew J. Jasek, AIA  
Executive Vice President  
Phone: 630.574.8709  
Email: [andyj@famarchitects.com](mailto:andyj@famarchitects.com)

EXHIBIT B

# FGM ARCHITECTS

## HOURLY RATE SCHEDULE

Effective November 1, 2019\*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

### FGM Architects

Principal (Board of Directors)	\$250.00
Arch IV	\$195.00
Arch III	\$150.00
Arch II	\$120.00
Arch I	\$90.00
Intern	\$65.00
Interior Designer IV	\$185.00
Interior Designer III	\$145.00
Interior Designer II	\$120.00
Interior Designer I	\$85.00
Landscape Architect	\$160.00
Project Administrator III	\$110.00
Project Administrator II	\$85.00
Project Administrator I	\$75.00

### W-T Mechanical / Electrical Engineering, LLC

President	\$175.00
Project Manager	\$150.00
Project Engineer	\$135.00
CAD Technician	\$100.00
Administrative	\$60.00

\*Hourly rates are subject to adjustment on November 1 each year.



## EXHIBIT "C"

### RIDER TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, AIA DOCUMENT B104-2017 EDITION, BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND FGM ARCHITECTS FOR ARCHITECTURAL SERVICES IN REGARD TO VILLAGE HALL TRAINING ROOM PROJECT

This Rider is attached to, and is incorporated into, the Standard Form of Agreement Between Owner and Architect, AIA Document B104-2017 Edition and its Exhibits "A" and "B" (collectively "the Agreement") made and entered into by and between the Village of Carol Stream, 500 Gary Avenue, Carol Stream, Illinois 60188 ("Owner") and FGM Architects of 1211 West 22<sup>nd</sup> Street, Suite 705, Oak Brook, Illinois 60523 (the "Architect") for the purpose of supplementing and modifying certain terms and conditions of the Agreement. In the event of a conflict between the Agreement and its Exhibits "A" and "B" and this Rider, the provisions set forth in this Rider shall govern and control. Where any provision of the Agreement or the Exhibit "A" is modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect.

1. Add the following subsections to Article 10 (Miscellaneous Provisions):

**Section 10.8:** Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by the Owner to any FOIA request, the Architect agrees to provide all requested public records within five (5) business days of a request being made by the Owner. The Architect agrees to defend, indemnify and hold harmless the Owner and Owner's Affiliates and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Owner to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the Architect's actual or alleged violation of the FOIA or the Architect's failure to furnish all public records as requested by the Owner. Furthermore, should the Architect request that the Owner utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, the Architect agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Architect agrees to defend, indemnify and hold harmless the Owner and the Owner's Affiliates, and agrees to pay all costs incurred by the Owner and the Owner's Affiliates connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines and any other expenses) to defend any denial of a FOIA request pursuant to the Architect's request to utilize a lawful exemption.

**Section 10.9:** Notice to Proceed with Services. The Architect shall commence the Services immediately upon receipt of a written notice to proceed from the Owner ("Commencement Date"). The Architect shall diligently and continuously work on the Services until the completion of the Services or upon the termination of this Agreement, but in no event later than each completion date designated by the Owner for each of the phases of the Services that are set forth in the Agreement and Exhibit "A". The Parties may mutually agree, in writing, to modify the completion date for each phase of Services. Delays caused by the Owner shall extend any completion date in equal proportion to the delay caused by the Owner. In

the event that the Architect performs any Services and incurs any expenses in furtherance of the Project prior to receiving a written notice to proceed from the Owner in regard to the Project, the Services are performed and the expenses are incurred at the Architect's sole risk, and such Services and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the Owner. Those actual, documented Services performed prior to the issuance of the Owner notice to proceed shall be paid by the Owner as part of the "not to exceed" Fee provided by this Agreement.

- A. Suspension of Services. The Owner, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the Architect. The Architect must stop the performance of all Services within the scope of the suspension notice until the Owner directs the Architect in writing to resume performance of the Services.
- B. Phasing of Scope of Work. The Architect shall not commence performance of the Services on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the Owner Representative, who shall be designated by the Owner (**initial Owner Representative: Bob Mellor**). In the event that the Owner decides not to proceed with the Project or any subsequent phase of the Project for any reason, this Agreement shall terminate upon written notice to the Architect, issued by the Owner, advising of the termination of this Agreement. In such case, the Owner shall be liable to the Architect only for payment of all actual, completed, documented Services through the date of termination, subject to the terms and limitations set forth in the section entitled "Compensation" of the Engagement Letter and the out-of-pocket expenses set forth in the Agreement. The Architect agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of this Agreement by the Owner based on the Owner's decision not to proceed with the Project or any phase of the Scope of Work.
- C. Reporting; Delivery Date of Final Report. The Architect shall regularly, and upon request of the Owner's Representative, provide both written, electronic (email) and verbal reports to the Owner Representative and to any other Owner staff or officials upon request regarding the progress of the Services. Upon final completion of the Services, the Architect shall deliver a final written report addressed to the Village Manager that confirms the completion of the Services (the "Final Report"). The Final Report shall be completed and delivered to the Owner on or before the Completion Date.
- D. Electronic Reporting. In addition to providing the Owner with paper copies of all reports, data or results and the Final Report, the Architect shall, to the extent possible, submit documentation regarding the Services to the Owner electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.

**Section 10.10: Records; Audit.** The Architect shall maintain records showing the Services performed and a record of additional services performed, and shall permit the Owner to inspect and audit all data and records of the Architect for Services performed pursuant to this Agreement. The records shall include all billable charges and costs, descriptions and time entries by personnel (in minutes/hours increments) incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Upon written request by the Owner, the records shall promptly be made available to the Owner or its auditors during normal business hours during the term of this Agreement, and for three (3) consecutive calendar years after the termination of this Agreement. Copies of such records shall be promptly furnished by the Architect to the Owner at a reasonable per-page photocopy expense or in an electronic or digital format at no charge.

**Section 10.11: Compliance With Laws.**

- A. **Compliance with Laws.** The Architect and its employees shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services, now in effect, or which may become in effect during the performance of the Services. The Architect also must comply with applicable conditions of any Federal, State or local grant received by the Owner with respect to this Agreement. The Architect will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Architect's improper performance of, or failure to properly perform, any Services. In the event that the Architect or its employees, in performing the Services, are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Architect shall indemnify and hold the Owner harmless, and pay all amounts determined to be due from the Owner for such non-compliance by the Architect, including, but not limited to, fines, costs, attorneys' fees and penalties.
- B. **Employment of Illinois Workers on Public Works Act Compliance.** To the extent required by law, the Architect agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).
- C. **Preference To Veterans Act Compliance.** To the extent required by law, the Architect will comply with the Preference to Veterans Act (330 ILCS 55).
- D. **Patriot Act Compliance.** The Architect represents and warrants to the Owner that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Architect further represents and warrants to the Owner that the Architect and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Architect agrees to defend, indemnify and hold harmless the Owner and the Owner's Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- E. **Certifications by Parties.** The Parties to this Agreement shall further comply with all applicable Federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
- (1) **Certification.** Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-



42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Party and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of State or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

- (2) **Non-Discrimination.** Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by Federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).

**Section 10.12: The Architect Representations.**

- A. **No Collusion.** The Architect represents and certifies that the Architect is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Owner, unless the Architect is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Architect represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Owner prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Architect has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Architect

shall be liable to the Owner for any loss or damage that the Owner may suffer, and this Agreement shall, at the Owner's option, be null and void.

**B. Conflict of Interest.**

(a) The Architect represents and certifies that, to the best of its knowledge: (1) no employee or agent of the Owner is interested in the business of the Architect or this Agreement; (2) as of the date of this Agreement, neither the Architect nor any person employed or associated with the Architect has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Architect nor any person employed by or associated with the Architect shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**Section 10.13: Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) by personal delivery; (2) by a reputable overnight courier; (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (4) by email delivery to the Party's business email address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt; or (d) date of delivery of the email. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the Owner and the Architect shall be addressed to, and delivered at, the following addresses:

FGM Architects Inc.  
1211 West 22nd Street, Suite 700  
Oak Brook, IL 60523  
Attention:  
Email Address:

Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, Illinois 60188  
Attention: Village Manager  
Email Address:

This Rider entered into on the day and date first shown above.

**FOR THE OWNER:**

**FOR THE ARCHITECT:**

**VILLAGE OF CAROL STREAMS**

**FGM ARCHITECTS**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**Deputy Village Clerk**

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

**Its:** \_\_\_\_\_

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Robert Mellor, Village Manager  
**FROM:** Marc Talavera, Information Technology Director (m)  
**DATE:** December 3, 2020  
**RE:** Contract for Information Technology Technician – GovTemps USA

On May 7<sup>th</sup> 2018 the Village of Carol Stream and the Carol Stream Library entered an intergovernmental agreement where the Village of Carol Stream would provide IT services to the Carol Stream Library. Per the terms of the agreement, the Carol Stream Library will reimburse the Village for technology services including salaries and actual out-of-pocket expenses as reasonably incurred in connection with the performance of the services. This arrangement is mutually beneficial as it provides the Library the benefit of a fully staffed IT department at the cost of a single employee and is a cost neutral solution for the Village to augment their technology service capabilities.

Since the inception of the Intergovernmental Agreement, the Village has annually contracted with GovTempsUSA to provide an additional IT technician. Attached for your review you will find Exhibits A and B to the renewal agreement. The attached Exhibits parallel our pay range for the Technician position. The contract amount of \$93,600 is budgeted and within the amount agreed upon with the Carol Stream Library. The monthly Library invoice will be adjusted to reflect the new contract expense of \$7,800.00. No changes have been made to the GovTempsUSA master service agreement approved June 4<sup>th</sup>, 2018.

Staff seeks an award of contract to GovTemps USA to augment the Information Technology departmental staff. The additional staff member will assist in fulfilling the support requirements of the intergovernmental agreement for Information Technology services with the Carol Stream Library approved on May 7<sup>th</sup> 2018.

**EXHIBIT A**  
**Worksite Employee and Base Compensation**

WORKSITE EMPLOYEE: Nicole Boyd

POSITION/ASSIGNMENT: Outsourced IT Technician

POSITION TERM: UPDATE November 20, 2020 - November 20, 2021

Worksite Employee may leave assignment by providing fourteen (14) days written notice.

Agreement may be extended annually, with agreement among all parties. Please review

Section 5 of this agreement for complete terms of the position.

BASE COMPENSATION: \$45.00 per hour for hours worked, based on a forty (40)

hour work week (\$1,800.00 per week). Overtime rate of \$67.50/hour will be paid for


hours worked over 40 per week. Hours shall be reported weekly via timesheet

to GovTempsUSA, LLC via email at payroll@govtempusa.com on the Monday after

the prior work week.

GOVTEMPSUSA, INC.:

MUNICIPALITY:

By: 

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

Date: 12/3/2020

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

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

**EXHIBIT B**  
**Summary of Benefits**

**Municipality Holidays**

New Year's Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

**Paid Time Off**

10 days off starting November 20, 2020



*Village of Carol Stream*  
Interdepartmental Memorandum

**DATE:** November 3, 2020  
**TO:** Robert Mellor, Village Manager  
**FROM:** Jon Batek, Finance Director  
**SUBJECT:** 2020 Property Tax Levy – Final Adoption

With the November 2<sup>nd</sup> approval of the resolution estimating the amounts needed for the 2020 property tax levy, the remaining step in the process is adoption of a final tax levy ordinance. This is scheduled for the December 7<sup>th</sup> Village Board meeting.

Unlike last year, a public hearing on the final property tax levy is not required under the Truth in Taxation Act because the levy is not increasing by more than 5% of the prior year taxes extended as defined in the Act.

The proposed tax levies of the Village and the Library are not increased from the amounts levied in 2019.

Following adoption of the final tax levy ordinance, it will be filed in with the County Clerk's Office no later than the last Tuesday in December as required by statute.

Ordinance No. \_\_\_\_\_

**An Ordinance Providing for the Levy and Assessment of Taxes in the Amount of \$7,474,461 for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021, of the Village of Carol Stream, DuPage County, Illinois**

**Whereas**, the Mayor and Board of Trustees of the Village of Carol Stream (the Village), County of DuPage, State of Illinois, did on the 6<sup>th</sup> day of April, 2020, pass the Annual Budget for the Village of Carol Stream for the fiscal year beginning May 1, 2020 and ending April 30, 2021, the amount of which was ascertained to be the aggregate of \$58,837,023, and which said Annual Budget was duly considered and heard by public hearing on the 6<sup>th</sup> day of April, 2020, in accordance with the provisions of 65 ILCS §5/8-2-9.9; and

**Whereas**, the Board of Library Trustees of the Carol Stream Public Library on October 21, 2020 approved Resolution #291 entitled “2020 Request for Tax Levy”, and

**Whereas**, the Mayor and Board of Trustees of the Village of Carol Stream, at an open meeting held on November 2, 2020, adopted Resolution No. 3162 to record the determination of the amounts of money estimated to be necessary to be raised by the property tax for the fiscal year beginning May 1, 2020 and ending April 30, 2021, upon the taxable property in the Village, such amount determined to be \$7,474,461 (\$3,800,000 Village, \$3,674,461 Library), which is a decrease from the amount of property taxes extended upon the levy of the preceding year, exclusive of debt service levies and levies for required election costs, of \$77,701 or 1.0%;

**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 following sums, or so much thereof as may be authorized by law are hereby levied for general corporate purposes for the Village of Carol Stream for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2020 and ending April 30, 2021 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the following purposes:

<u>VILLAGE OF CAROL STREAM</u>	<u>AMOUNT BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
<b>General Corporate Fund</b>		
Fire & Police Commission	\$ 38,577	\$ 0
Village Board & Clerk	145,604	0
Plan Commission & ZBA	6,025	0
Emergency Services	98,000	0
Legal Services	284,260	0
Administration	897,408	147,097
Human Resources	456,502	84,343
Financial Management	741,009	130,799
Engineering Services	1,318,773	219,356
Community Development	1,118,882	195,054
Information Technology	1,509,876	136,206
Police	17,144,390	2,506,546
Public Works – Streets	4,052,375	332,084
Municipal Building	440,359	48,515
Transfers and Agreements	654,000	0
Special Events	43,960	0
<b>TOTAL VILLAGE LEVY</b>	<b>\$ 28,950,000</b>	<b>\$ 3,800,000</b>

**Section 2:** The following sums, or so much thereof as may be authorized by law are hereby levied for library purposes for the Carol Stream Public Library for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2020 and ending April 30, 2021 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the following purposes:

	<u>AMOUNT BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
<b><u>CAROL STREAM PUBLIC LIBRARY FUND</u></b>		
<u>General Fund</u>		
Salaries	\$ 2,368,500	\$ 2,153,000
Plant Maintenance	159,000	145,000
Business Expense	155,800	142,000
Circulation	256,200	233,000
Services	130,000	117,000
Collection Development	379,600	345,000
<b>Total General Corporate Fund Levy</b>	<b>\$ 3,449,100</b>	<b>\$ 3,135,000</b>
<u>Capital Maintenance &amp; Repair Expenditures</u>	258,500	-
<b>Total Capital Maint. &amp; Repair</b>	<b>\$ 258,500</b>	<b>\$ -</b>
<u>FICA Fund</u>	150,000	125,000
<b>Total FICA Levy</b>	<b>\$ 150,000</b>	<b>\$ 125,000</b>
<u>IMRF Fund</u>	200,000	150,000
<b>Total IMRF Levy</b>	<b>\$ 200,000</b>	<b>\$ 150,000</b>
<u>Tort Immunity Insurance</u>	27,000	20,000
<b>Total Tort Immunity Insurance</b>	<b>\$ 27,000</b>	<b>\$ 20,000</b>
<u>Audit Fund</u>	12,000	10,000
<b>Total Audit Levy</b>	<b>\$ 12,000</b>	<b>\$ 10,000</b>
<u>Building Renovation Loan Fund</u>	234,461	234,461
<b>Total Building Renovation Loan Fund</b>	<b>\$ 234,461</b>	<b>\$ 234,461</b>
<b>TOTAL LIBRARY LEVIES:</b>	<b>\$ 4,331,061</b>	<b>\$ 3,674,461</b>

**LIBRARY LEVY RECAP:**

Of the foregoing Total Library Levies, taxes to be levied for Public Library as aforesaid, which shall be proceeds of a levy of a tax for Public Library as provided by State Statute: \$3,369,461

Of the foregoing Total Library Levies, the amount to be levied for participation in the Federal **Social Security** Insurance Program as provided by Illinois Compiled Statutes, Chapter 40, Section 5/21-110 et seq., in addition to all other taxes is the sum of: \$125,000

Of the foregoing Total Library Levies, the amount to be levied for participation in the **Illinois Municipal Retirement Fund** as provided by Illinois Compiled Statutes, Chapter 40, Section 5/22-403 et seq., in addition to all other taxes is the sum of: \$150,000

Of the foregoing Total Library Levies, the amount to be levied for **Tort Immunity Insurance**, as provided in Illinois Compiled Statutes, Chapter 745, Section 10/9-107 et seq., in addition to all other taxes is the sum of: \$20,000

Of the foregoing Total Library Levies, the amount to be levied for the annual **audit** as provided in Illinois Compiled Statutes, Chapter 50, Section 310/9, et seq., in addition to all other taxes is the sum of: \$10,000

**TOTAL LEVY FOR ALL LIBRARY FUNDS** \$3,674,461

**Section 3:** The amounts budgeted and not expressly itemized and carried forward in this Tax Levy Ordinance will be paid out of monies from sources other than the tax levy.

**Section 4:** The total amount of \$7,474,461 ascertained as aforesaid, be hereby levied and assessed on all property subject to tax levy within the Village of Carol Stream according to the value of said property as the same is assessed and equalized for state and county purposes for the current year.

**Section 5:** It is hereby certified to the County Clerk of DuPage County, Illinois, the total amount of \$7,474,461 which the Village of Carol Stream requires to be raised by tax levy for the current fiscal year of the Village, and the Village Clerk of the Village is hereby ordered and directed to file with the County Clerk of said county on or before the time required by law a certified copy of this ordinance.

**Section 6:** It is hereby certified to the County Clerk of DuPage County, Illinois, that the Mayor and Board of Trustees, acting as the corporate authorities of the Village of Carol Stream, DuPage County, Illinois, have complied and conformed with all the requirements of the Truth in Taxation Act, (Illinois Compiled Statues, Chapter 35, Sections 200/18-55 et seq.), and the Mayor of said Village is hereby directed to file with the County Clerk of DuPage County, together with the certified copy of this tax levy ordinance as provided hereinabove, a certification that said Village complied with all requirements of the Truth in Taxation Act, as required by law or by the said County Clerk.

**Section 7:** All ordinances and parts of ordinances conflicting with any provisions of this ordinance be and the same are hereby modified and repealed, and if any item or portion thereof of this levy is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

**Section 8:** This ordinance shall take effect and be in full force and effect from and after its passage and approval, as provided by law.

**Passed** by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Ayes:**

**Nays:**

**Absent:**

**Approved** by the Mayor of the Village of Carol Stream, Illinois, this \_\_\_\_\_ day of

\_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor  
Village of Carol Stream, Illinois

**Attest:**

\_\_\_\_\_  
Village Clerk of the  
Village of Carol Stream, Illinois  
(Published in pamphlet form and posted on the \_\_\_\_\_ day \_\_\_\_\_ of 2020.)

STATE OF ILLINOIS)

COUNTY OF DU PAGE)

I, Frank Saverino Sr., do hereby certify that I am the duly qualified and acting Mayor of the Village of Carol Stream, DuPage County, Illinois.

I do further certify that the Village of Carol Stream, DuPage County, Illinois, has complied and conformed with the requirements of the Truth in Taxation Act as applicable, (Illinois Compiled Statutes, Chapter 35, Sections 200/18-55 et seq.), in connection with its 2020 Tax Levy Ordinance (Ordinance No. \_\_\_\_\_).

IN WITNESS WHEREOF, I hereunto affix my official signature at Carol Stream, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

(SEAL)



CERTIFICATION

I, \_\_\_\_\_, duly elected Village Clerk of the Village of Carol Stream, Illinois, do hereby certify that the attached is the true original copy of Ordinance No. \_\_\_\_\_, passed by the Board of Trustees of the Village of Carol Stream, Illinois, at the \_\_\_\_\_ Meeting of said Board held on the \_\_\_\_\_ day of \_\_\_\_\_, and that the same was signed and approved by the Mayor of said Village on the \_\_\_\_\_ day of \_\_\_\_\_.

I do further certify that the original is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Carol Stream, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Village Clerk

CORPORATE SEAL

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

**TO:** Bob Mellor, Village Manager  
**FROM:** Bill Holmer, Chief of Police  
**DATE:** November 23, 2020  
**RE:** **REQUEST TO HIRE – SECRETARY, SOCIAL SERVICES UNIT**

**Background**

Currently, there is a vacancy for the position of Secretary in the Social Services Unit (SSU). This position was recently vacated due to the retirement of Debbie Meiners. At the time Debbie left our employment, she was authorized to work 32 hours/week and carried both IMRF and health insurance benefits. I am requesting authorization to fill this position on a full-time basis.

**Subject**

**Unit Activity**

The SSU is staffed by three full-time, licensed Social Workers and supported by a Secretary. As you know, one of the Social Workers has supervisory control over the unit and reports to the Deputy Chief of Support Services. The current supervisor recently assumed responsibility for the unit after the retirement of a long-tenured supervisor. The supervisor has ideas centered on creating a more robust programming schedule along with better data collection and analyzation.

The SSU provides myriad services to the community including free counseling to individuals, couples, and families in the community; crisis intervention services for psychiatric emergencies, along with victims of sexual assault, domestic violence, and child abuse, etc.; court advocacy for crime victims; UVisa certifications; UVisa therapist statements; coordination of the annual Christmas Sharing Program; advocacy on behalf of underserved neighborhoods in Carol Stream; and language translation services for the Police Department and the Village, to name a few. The expanded hours for the position are in line with assisting with these services, in addition to others.

Our SSU is the model for other agencies and, at a time when many in our society are seeking more restorative ways to address historically police-enforced issues, our Social Services Unit is more important than ever before. Below is a snapshot of the level of activity in the SSU from January – September of 2020. It is not all-encompassing of the activity in the unit. I anticipate that activity in the unit will continue to grow and they need support from this key position. In fact, domestic trouble/battery incidents have shown an increase in 2020; these are primary sources of referrals from patrol to the SSU.

<b>ACTIVITY TYPE</b>	<b>MONTHLY AVERAGE</b>
Counseling Hours	72
Crisis Contacts	45
Crisis Call-outs	2
New Client Intakes	6
Open Cases	50

### Position-Specific Duties

The Secretary performs critical functions to help the unit fulfill its mission. Certainly, he or she performs “typical” functions such as data entry, filing, answering phones, supply ordering, and scheduling; however, the Secretary must also be able to react in evolving situations, support Social Workers during in-office crisis interventions, possess a knowledge of court orders, and triage incidents both on the phone and at the walk-up window. The Secretary sends follow-up correspondence to residents after police contact for general outreach, grief, victim’s compensation, special needs database enrollment, Family Shelter Contact Forms, and other resource information as necessary.

The Secretary is also responsible for data entry and maintenance of the Social Services Database which contains thousands of records. This database provides critical information to both Social Workers and Police Officers. Additionally, he/she is responsible for handling statutory requirements related to expungement orders, and records management under the Illinois Mental Health Code.

Finally, the Secretary plays a vital role in facilitating requests which are tracked as “on-duty crisis contacts.” These occur via the walk-up window, phone call, or through Village employees who contact the SSU on behalf of a resident in need of assistance. The Secretary is the first triage point for these contacts. Below is a snapshot of the last couple years of these contacts.

<b>On-Duty Crisis Contacts</b>	
<b>Year</b>	<b>Number of Incidents</b>
2018	287
2019	394
2020 (projected)	526*

*\*Based on amount of activity in the first eight months of the year.*

These incidents increased 37% from 2018 to 2019 and, based on the first part of 2020, it is projected that we will experience a 34% increase from 2019.

**Budget Impact**

The position was vacated by a long-tenured employee who was being paid near the top of the range. While she was considered part-time, she had been granted IMRF and health insurance benefits. Her annualized pay rate, based on her hourly rate of pay, was \$58,173. I intend to hire someone near the low end of the pay range – at \$25/hour, the annual rate would be \$52,000. Based on this idea, there would be no impact to the budget. In fact, there would be a slight reduction. However, we would realize a gain in available hours of work and expanded phone hours.

**Recommendation**

I recommend hiring a full-time Secretary to fill the vacancy in the Social Services Unit, and I request your approval to begin recruiting for a suitable candidate.

At this time, I request that the attached Resolution be presented to the Village Board for consideration and approval.

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

**A RESOLUTION AMENDING RESOLUTION NO. 3133  
ADOPTING THE 2020-21 EMPLOYEE COMPENSATION PLAN FOR  
THE VILLAGE OF CAROL STREAM**

WHEREAS, on April 6, 2020, the Mayor and Board of Trustees of the Village of Carol Stream adopted Resolution No. 3133 adopting the 2020-21 Employee Compensation Plan for the Village of Carol Stream; and

WHEREAS, since that time, an evaluation of the organizational structure within the Social Services division of the Police Department has been undertaken; and

WHEREAS, a recommendation has been presented to the Mayor and Board of Trustees to increase the part-time (32 hour) position of Secretary to a full-time (40 hour) Secretary within the Social Services Division of 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 2020-21 Employee Compensation Plan is hereby amended to eliminate the part-time (32 hour) position of Secretary within the Police Department.

SECTION 2: That the 2020-21 Employee Compensation Plan is hereby amended to establish a new full-time (40 hour) position of Secretary within the Police Department.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as prescribed by law.

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF December 2020.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Sherry Craig, Deputy Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Adam Frederick, Assistant Village Engineer

CC: Bill Cleveland, Director of Engineering Services  
Phil Modaff, Public Works Director

DATE: December 3, 2020

RE: Resolution Approving a License Agreement Between the Village and Leopardo Companies, Inc. to Use a Portion of the Village's Right-of-Way as a Temporary Parking Lot, Construction Staging and Storage Area

Covenant at Windsor Park is in the process of constructing an addition on their campus. During construction, they anticipate the temporary loss of approximately sixty (60) parking stalls along with an increased need for construction personnel parking and a need for additional area for construction material staging and storage. To lessen the negative impacts to the campus during construction, the construction management firm hired by Covenant at Windsor Park, Leopardo Companies, Inc. of Hoffman Estates, IL, proposes to use a portion of the Village's Right-of-Way for parking and storage. The existing Right-of-Way consists of a mowed grassy area with parkway trees and landscape beds. This Right-of-Way is currently not used for roadway purposes.

Leopardo plans to temporarily move existing topsoil and place it in a stockpile. The area will then be filled with compacted gravel. Existing landscape and trees will be either removed or protected. Any features removed will be restored once the temporary parking area and staging area is no longer needed. The temporary gravel parking area will be used for construction personnel parking, placement of up to three (3) secured storage containers as well as a construction materials staging area.

Once the temporary gravel lot is no longer necessary, the Agreement requires that the entire area be restored to "As-Is" condition. The compacted gravel will be removed, topsoil and grass seed will be placed and any removed trees and other landscape will be replaced. The Agreement requires an eighteen (18) month maintenance bond be held once restoration is deemed complete by the Village. The temporary parking area will be constructed within ninety (90) days of execution of the Agreement and the Right-of-Way shall be restored to "As-Is" condition within six (6) months of an occupancy permit being issued for the Covenant at Windsor Park addition.

The License Agreement has been reviewed and approved by the Village Attorney. If there are no concerns regarding the temporary use of the Village's Right-of-Way for these purposes, I recommend the License Agreement between the Leopardo Companies, Inc. and the Village be approved subject to payment of the required Land Movement Permit Fee, insurance requirements being met, final engineering plan approval by the Village Engineer and posting of the required Public Preservation and Soil Erosion Securities.

Attachment:  
License Agreement  
Semi-Final Engineering Plans



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

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT  
BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND LEOPARDO COMPANIES,  
INC. TO USE A PORTION OF THE VILLAGE'S RIGHT-OF-WAY AS A TEMPORARY  
PARKING LOT, CONSTRUCTION STAGING AND STORAGE AREA  
(COVENANT WINDSOR PARK DEVELOPMENT)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with Leopardo Companies, Inc. to use a portion of the Village's right-of-way as a temporary parking lot, construction staging and storage area as attached hereto as Exhibit "A", and by this reference incorporated herein.

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 Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Agreement, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF DECEMBER, 2020.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Sherry Craig, Deputy Village Clerk

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is entered into by and between the Village of Carol Stream, an Illinois Municipal Corporation (the "Village") and Leopardo Companies, Inc., an Illinois Corporation, 5200 Prairie Stone Parkway, Hoffman Estates, Illinois 60192 (the "Licensee"). The Village and Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

**WHEREAS**, Village is the owner of a parcel of property described and depicted on the attached Exhibit A, (the "Licensed Premises") which property is located adjacent to the Covenant Windsor Park Development ("Windsor Park"); and

**WHEREAS**, the Licensee desires to construct and maintain a temporary parking area upon the Licensed Premises for its use during construction activities it will be conducting at Windsor Park ;and

**WHEREAS**, the Village is agreeable to allow the usage of the Licensed Premises by Licensee for the exclusive purpose of constructing and maintaining a temporary parking area upon said Licensed in accordance with the terms, provisions and conditions set forth in this Agreement; and

**WHEREAS**, the Village as agreed to allow Licensee to utilize the Licensed Premises only for the aforesaid purposes, subject to the terms, provisions and conditions set forth below; and

**NOW, THEREFORE**, in consideration of the mutual covenants expressed herein, the Village and the Licensee agree as follows:

**1. License:** The Village grants a License to the Licensee to allow the construction, use and maintenance of a temporary parking area upon the Licensed Premises as set forth in the plans attached hereto as Exhibit A and incorporated by reference herein.

**2. Term:** The term of this License shall begin on the date upon which both the Village and Licensee have executed this agreement (the "Commencement Date") and shall continue until six (6) months after the occupancy permit is issued for the building addition at Covenant at Windsor Park, 124 Windsor Park Drive, Carol Stream, IL. Village or Licensee shall have the option of terminating the License at any time and for any reason upon thirty (30) days written notice, if either Party determines that termination is necessary or desirable. The termination of the License granted herein, shall not operate to terminate the terms and conditions of the License Agreement with respect to all requirements imposed upon the Licensee by virtue the License Agreement. The Licensee shall have no claim, enforceable right or cause of action of any kind (including any action for damages of any kind) against the Village for terminating the License.

**3. License Fee:** Prior to the commencement of the License granted herein, the Licensee shall pay to the Village a one-time license fee in the amount of Ten (\$10.00) dollars.

**4. Land Movement Permit Fee:** Prior to the commencement of the License granted herein, the Licensee shall pay to the Village a one-time Land Movement Permit fee per Article 6-13-9 of the Village Code in the amount of Three Thousand Eight Hundred Thirteen dollars and Three cents (\$3,813.03).

**5. Use:** The Licensee's use of the Licensed Premises shall be for the construction and maintenance of the temporary parking area in the location and in conformity with the specifications depicted upon the Exhibit A attached hereto. Licensee shall use the License Premises solely for a temporary, gravel parking area to allow for contractor parking, a maximum of three (3) secured contractor storage containers as well as a lay-down area for construction materials. No other uses, structures or improvements shall be maintained or constructed on the Licensed Premises other than as expressly provided in this License Agreement. The Licensed Premises shall not be expanded beyond the area set forth in Exhibit A.

**6. As is Condition:** Licensee accepts the Licensed Premises in "As-Is, Where-Is" condition as of the effective date of this License, and acknowledges that upon delivery of possession of the Licensed Premises to Licensee the same was in good order, condition and repair.

**7. Construction:**

A. Construction of the temporary parking area shall be performed pursuant to a permit granted by the Village and shall be performed in compliance with local and State requirements for construction activities upon public property. Licensee shall perform all installations and constructions described in this License in a neat, workmanlike manner, consistent with good engineering practices, in compliance with all applicable codes and regulations and to the satisfaction of the Village. Prior to the issuance of permits, Licensee shall maintain and provide Village with evidence of each of the insurance coverages specified in Section 15 of this License, in the amounts so specified.

B. Licensee shall complete construction of the temporary parking area within 90 days after the commencement date of this License.

C. Licensee shall, at its sole cost and expense, be responsible for any and all costs of installing the temporary parking area undertaken pursuant to this License Agreement.

D. The Licensee will not cause or allow any lien or liens to be placed upon the Licensed Premises. In the case of the filing of such lien, the Licensee will promptly pay the same. If Licensee failed to pay the lien or liens and such non-payment shall continue for five (5) days after notice thereof from the Village to Licensee, the Village shall have the right, at

its option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including all legal expenses and a twenty-five percent (25%) administrative fee, shall be paid by Licensee to the Village immediately upon delivery of an invoice for the same to Licensee.

#### **8. Hazardous Materials.**

A. The Licensee represents and warrants that it will not store or dispose on the Licensed Premises nor transport to or over the Licensed Premises any hazardous substance. The Licensee further agrees to hold the Village harmless from and indemnify the Village against any release of any such hazardous substance caused by Licensee or its employees, agents or invitees and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

B. In the event that the Village, at any time, determines that the Licensee's use of the Licensed Premises is causing a hazard or unsafe condition, the Village may order the Licensee to correct such hazard or unsafe condition at Licensee's expense.

**9. Maintenance of Licensed Premises:** Licensee shall, at its own expense, maintain the Licensed Premises in a safe and sightly condition, in good repair. Licensee shall keep the Licensed Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. Licensee shall, at its sole cost and expense, be responsible for any and all maintenance and upkeep of the Licensed Premises during the term of this License Agreement, including snow plowing of the Licensed Premises after each two (2") inch snowfall, and any and all repairs or damage to the Licensed Premises.

#### **10. Restoration:**

A. Upon termination of this License Agreement, the Licensee shall remove the temporary parking area, restore the Licensed Premises to its original condition and the deliver possession of the Licensed Premises to the Village in good order, condition and repair. Restoration shall mean that the Licensee shall remove the temporary parking area, regrade the Licensed Premises with topsoil to the grade of the adjacent area and regraded to drain properly, place erosion control blanket NAG SC150 (or approved equal), Class 1A grass seed and place new trees, new shrubs, landscape mulch beds, landscape rocks in original locations and provide supplemental watering of grass, trees and shrubs as necessary all in accordance with the approved plan. All restoration shall be completed in strict conformance with the specifications as directed by the Village. All restoration shall

be completed and possession of the Licensed Premises returned to the Village within sixty (60) days of the termination of the License Agreement as set forth herein.

B. Licensee shall deposit with the Village prior to the commencement of any construction on the Licensed Premises a bond or bonds in a form reasonably acceptable to Village in the amounts as required for Preservation Security per Article 12-3-17 of Village Code in the amount of Ninety Six Thousand Three Hundred Eighty Three dollars and Ten cents (\$96,383.10), and Soil Erosion Security per DuPage County Stormwater and Floodplain Ordinance Article 15-54.C in the amount of Forty Five Thousand Four Hundred and Two (\$45,402.00) dollars to guarantee the restoration and erosion control measures of the Licensed Premises as required by the Village. The funds may also be used to restore the Premises to original condition, if Licensee fails to do so.

C. Upon written notification that the developer believes the temporary parking lot has been restored or original condition, the village engineer, the design engineer and the contractor shall make an inspection of the completed work. The village engineer shall prepare a list of all items not meeting the requirements of the restoration plans (i.e. "punchlist"). The developer shall cause all items not meeting the requirements of this Article to be corrected within sixty (60) days of the receipt of such items.

D. Once the village engineer determines that the temporary parking lot is restored to original condition, the developer, or its successors and/or assigns shall file a maintenance guarantee with the village board in the amount of ten (10) percent of the estimated cost of the Preservation Security and in a form satisfactory to the village attorney. The guarantee may be held by the village for a period of eighteen (18) months after restoring the parking lot to original condition for the purpose of:

- a. Guaranteeing and securing the correction of any defect in material or workmanship furnished for any restoration improvements; and
- b. Guaranteeing against any damage to the restoration improvements by reason of the settling of ground, base or foundation thereof.
- c. The maintenance guarantee shall provide that, if the defects have so developed and have not been corrected by developer or its successors or assigns, then the guarantee may be applied by the village to correct such defects.
- d. Leopardo will also replace any existing trees in the right-of-way that die during construction or within the eighteen (18) month maintenance period due to the temporary parking area construction and restoration work.

If the date completion of the restoration results in the eighteen (18) month maintenance period ending between November 1st and April 30<sup>th</sup>, the maintenance guarantee shall be extended to the following May 1<sup>st</sup>.

E. If Licensee remains on the Licensed Premises for more than sixty (60) days after termination of the License Agreement, Licensee shall pay a holdover fee in the amount of \$1,000 per month until such time as the restoration is completed and possession of the Licensed Premises returned to the Village.

**11. Assignment or Transfer:** This License is personal to Licensee and Licensee shall not assign or transfer this License Agreement without the express prior written consent of the Corporate Authorities of the Village of Carol Stream. The License granted herein is for temporary permissive use of the Licensed Premises and creates no enforceable ownership interest, property right, leasehold and/or other interest in the Licensed Premises on the part of, or for the benefit of, the Licensee or its representatives, assigns, beneficiaries or transferees.

**12. Access Rights:** If the Village determines that it (or any utility company) must have access to the Licensed Premises to work in or under, or to install, re-construct, repair, maintain or remove any existing or future improvements under or upon the surface of the Licensed Premises for any reason whatsoever, the Village, at its option and without exercising its right to terminate this License Agreement, may give reasonable notice to the Licensee that use of the Licensed Premises shall be restricted or prohibited during the time period specified by the Village for completion of the work. If the Licensee does not respond in a timely manner to such notice, the Village may, at its option, terminate this License Agreement.

**13. Governmental Regulations:** Licensee shall comply with all applicable requirements of federal, state and local regulatory authorities, including the applicable provisions of the Village Code and Zoning Code, with respect to the construction, installation, maintenance and use of the Licensed Premises. The temporary parking area shall conform to all zoning, licensing, and other code provisions and regulations of the Village of Carol Stream.

**14. Indemnity/Hold Harmless:** Licensee agrees to protect, indemnify, save and hold forever harmless Village and/or its officers, agents and employees from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments, damages or equitable relief, costs and expenses, including attorneys' fees arising out of any act or omission, failure, negligence or willful misconduct, in any way connected with or associated with use of the Licensed Premises, any of the Village's property or with this License Agreement, by the Licensee, its officers, directors, employees, agents contractors or subcontractors.

**15. Insurance:**

A. Licensee shall procure and maintain, for the duration of this Agreement and during any period that Licensee occupies or is in use of the Licensed Premises, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with Licensee's construction of the temporary parking area or Licensee's

operation and use of the Premises. The cost of such insurance shall be borne by Licensee and shall be in the following coverage and amounts:

1. Commercial General Liability Coverage covering Comprehensive General Liability and Insurance Services covering Broad Form Comprehensive General Liability, or the most recent revision thereof, covering Licensee and insuring the Village and its officers, agents and employees, as additional insured's as respects liability arising out of use of the Licensed and/or arising out of activities performed by or on behalf of Licensee on or associated with the use of the Licensed Premises. Said insurance coverage shall be primary as respects liability assumed by Licensee, its officers, officials, employees, volunteers and agents.

Any insurance maintained by the Village, its officers, agents, and employees, agents shall be in excess of Licensee's insurance and shall not contribute with it, but only with respect to liability assumed by Licensee under this License Agreement. Licensee shall maintain limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for any one occurrence for bodily injury, personal injury and property damage. All insurance shall be from any insurance company or companies authorized to do business in Illinois with a policy holder's rating of at least an "A minus" and a financial rating of at least "VII" in the latest edition of the Best Insurance Guide.

2. Worker's Compensation and Employers' Liability: Workers compensation limits as required by statute.

3. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Licensee, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of State law and minimum limits of one million dollars (\$1,000,000.00) as the combined single limit occurrence for bodily injury and property damage;

B. All policies, other than those for Worker's Compensation, shall be written on an occurrence and not on a claims made basis;

C. Licensee shall, prior to the commencement of any construction or use of the Licensed Premises, furnish a Certificate of Insurance meeting the terms and conditions herein, including, without limitation, regarding coverage, minimum amounts and types of coverage, acceptability of insurance, additional insured's, cancellation and modification. All certificates shall state that such insurance coverage may not be changed or canceled without limitation of liability at least thirty (30) days prior written notice to the Village.

**15. Taxes:** In the event that it is determined that real estate property taxes shall be paid upon said Licensed Premises due to the Licensee's use of the Licensed Premises, the Licensee shall be responsible for the payment of all such taxes.

**16. Binding:** This License Agreement shall be binding upon, apply to and inure to the benefit of Licensee and the Village only.



**17. Severability of Agreement:** The terms and conditions set forth in this License Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, state or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the parties.

**18. Merger Clause and Amendment:** This License Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any prior understandings and/or agreements between the parties. Any representations, agreements, promises or understandings not expressly set forth herein are hereby rendered null, void and of no legal effect. This License Agreement may be amended only by the written agreement of the parties hereto.

**19. Choice of Law:** This License Agreement is entered into and shall be interpreted governed and enforced under the laws of the State of Illinois, and the parties agree that venue in relation to any legal action brought with respect to this License Agreement shall be in the Circuit Court of DuPage County, Illinois.

**20. Notice Requirements:** All notices, demands, elections, and other instruments required or permitted to be given or made by any Party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger, delivery, overnight delivery courier, or certified or registered mail with proper postage prepaid to the respective addresses shown below or to such other Party or addresses as either Party may from time to time furnish to the other in writing.

**Notice to Village**  
shall be sent to:

Village Manager  
Village of Carol Stream  
500 Gary Avenue  
Carol Stream, Illinois 60188

**Notice to Licensee**  
shall be sent to:

Leopardo Companies  
5200 Prairie Stone Parkway  
Hoffman Estates, Illinois 60192  
Attn: Jeff Kramer

**21. Miscellaneous:**

A. Village and Licensee represent that each, respectively, has full right, power and authority to execute this License.

C. Each Party shall provide to the other Party a telephone number which will be answered by a representative of such Party twenty-four (24) hours a day for use only in the event of an emergency. Each Party agrees to notify the other Party if there is a change in the emergency telephone number.

**22. Effective Date:** This License Agreement shall become effective upon the date of execution by the last of the representatives of the parties as set forth below.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement.

**VILLAGE OF CAROL STREAM**

**LEOPARO COMPANIES, INC.**

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

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

Print Name: Jay Wilson

Title: Vice President

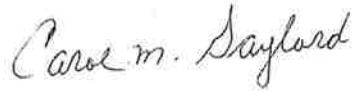
Date: \_\_\_\_\_

Date: November 11, 2020

**Attest:**

**Attest:**

By: \_\_\_\_\_  
Deputy Village Clerk

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

**EXHIBIT "A"**

**Temporary Parking Plans for  
Covenant at Windsor Park**

**(Approved Plan)**



# TEMPORARY PARKING PLANS

FOR

## COVENANT AT WINDSOR PARK

124 WINDSOR PARK DRIVE  
CAROL STREAM, ILLINOIS  
THW DESIGN

ASSOCIATION LEGEND	PROPOSED	DESCRIPTION	EXISTING
ASB	—C—	STORM SEWER	—C—
AV	—W—	WATER MAIN 18IN SIZE	—W—
BC	—A—	SAFETY SEWER	—A—
CC-C	—P—	RIGHT-OF-WAY/PROPERTY LINE	—P—
CAG	—O—	CONCRETE	—O—
CB	—S—	SPOT GRAVE	—S—
CD	—D—	SAFETY MANHOLE	—D—
DE	—M—	STORM MANHOLE	—M—
DMS	—B—	STORM BALET	—B—
DD	—G—	STORM CATCH BASIN	—G—
DE	—W—	PIPE MANHOLE	—W—
FR	—P—	PRESSURE CONNECTION	—P—
FR	—S—	GRADE MARK W/VALVE	—S—
GR	—E—	LEAKY POLE	—E—
HC	—H—	STREET LIGHT W/MANT	—H—
HM	—O—	UTILITY POLE	—O—
I	—XX—	TRAIL FENCE	—XX—
IM	—D—	OVERFLOW DIRECTION	—D—
IML	—W—	SURFACE/GRASS PLUM DIRECTION	—W—
PC	—P—	ROAD SIGN	—P—
PC	—C—	CLUB & CORNER	—C—
PC	—P—	CONNECTED CURB FOR PARK/DRIVEWAY	—P—
PC	—P—	TOP OF FOUNDATION	—P—
P	—P—	GARAGE FLOOR AT SIGN OF GARAGE	—P—
R	—P—	TOP OF CURB, DEPRESSION	—P—
RB	—P—	TOP OF RETAINING WALL	—P—
RCP	—P—	RM FOR STRUCTURES	—P—
SM	—P—	NEED/NOVAH WATER LEVEL	—P—
SY	—P—	TRANSFORMER	—P—
TC	—P—	FENCE LINE	—P—
TD	—P—	QUAD WALL	—P—
TF	—P—	FENCE MARK	—P—
TP	—P—	UNDERGROUND TELEPHONE	—P—
TR	—P—	UNDERGROUND ELECTRIC	—P—
TR	—P—	OVERHEAD ELECTRIC	—P—
VCP	—P—	UNDERGROUND GAS LINE	—P—
VP	—P—		—P—
W	—P—		—P—
W	—P—		—P—
W	—P—		—P—
W	—P—		—P—
W	—P—		—P—



LOCATION MAP  
COVENANT AT WINDSOR PARK  
124 WINDSOR PARK DRIVE  
CAROL STREAM, ILLINOIS

- REMARKS & LOCATIONS:**
- NATIONAL GEODESIC SURVEY MONUMENT 892251
- STATION IS LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF GRAND ROAD AND SECURITY PARK ROAD. STATION IS 34.61 FT NORTH OF CORNER OF GRAND ROAD AND 143.9 FT WEST OF THE CORNER OF COUNTY PARK ROAD. MONUMENT IS A 1.5 INCH IRON PIN ON THE TOP OF AN 8 INCH CONCRETE MONUMENT, BELOW THE LEVEL OF THE CORNER, THAT OF THE GRAND PARKWAY PARK. ELEVATION 727.25 (NAVD83)
1. DIMENSIONS SHOWN TRUS: 50.25' ARE FEET AND DECIMAL PARTS THEREOF; ANGULAR DATA SHOWN TRUS: 90.0000° INDICATES DEGREES, MINUTES AND SECONDS
  2. NORTH ARROW AND BEARINGS BASED ON THE BUREAU STATE PLANE COORDINATE SYSTEM NAD83, 2011 ADJUSTMENT, ZONE EAST, ELEVATIONS BASED ON NAVD83.
  3. IMPROVEMENT LOCATIONS ARE BASED ON A FIELD INSPECTION BY PRINCE LAND SURVEY COMPANY ON 02/08/2019.
  4. COMPARE YOUR POINTS BEFORE USING SAME AND REPORT ANY DIFFERENCES.
  5. PRINCE LAND SURVEY COMPANY UTILIZED CAD OF AN ALTA SURVEY PREPARED BY JACOB HEFNER AND ASSOCIATES INC DATED MAY 7TH 2004, SUPERSEDES BOUNDARY ASSOCIATED AND THE IMPROVEMENTS.

DRAWING INDEX	
SHEET	TITLE
C-000	COVER
C-100	TEMPORARY PARKING PLAN
C-200	RESTORATION PLAN
C-300	DETAILS AND SPECIFICATIONS



Municipality: CAROL STREAM  
County: DUPAGE COUNTY  
Township: 40N  
Range: 10E  
Section: 31

**FOR LAND MOVEMENT ONLY**

No.	Description	Date
3	PERMIT RESPONSE	12/2/20
2	PERMIT RESPONSE	12/1/20
1	PERMIT SET	10/5/20



**JACOB & HEFNER ASSOCIATES**  
1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515  
PHONE: (630) 652-4608, FAX: (630) 652-4601  
www.jacobandhefner.com

NO.	DATE	DESCRIPTION
3	12/2/20	PERMIT RESPONSE
2	12/1/20	PERMIT RESPONSE
1	10/5/20	PERMIT SET

COVENANT AT WINDSOR PARK  
ADVANCED SITE PACKAGE  
124 WINDSOR PARK DRIVE  
CAROL STREAM, ILLINOIS 60188

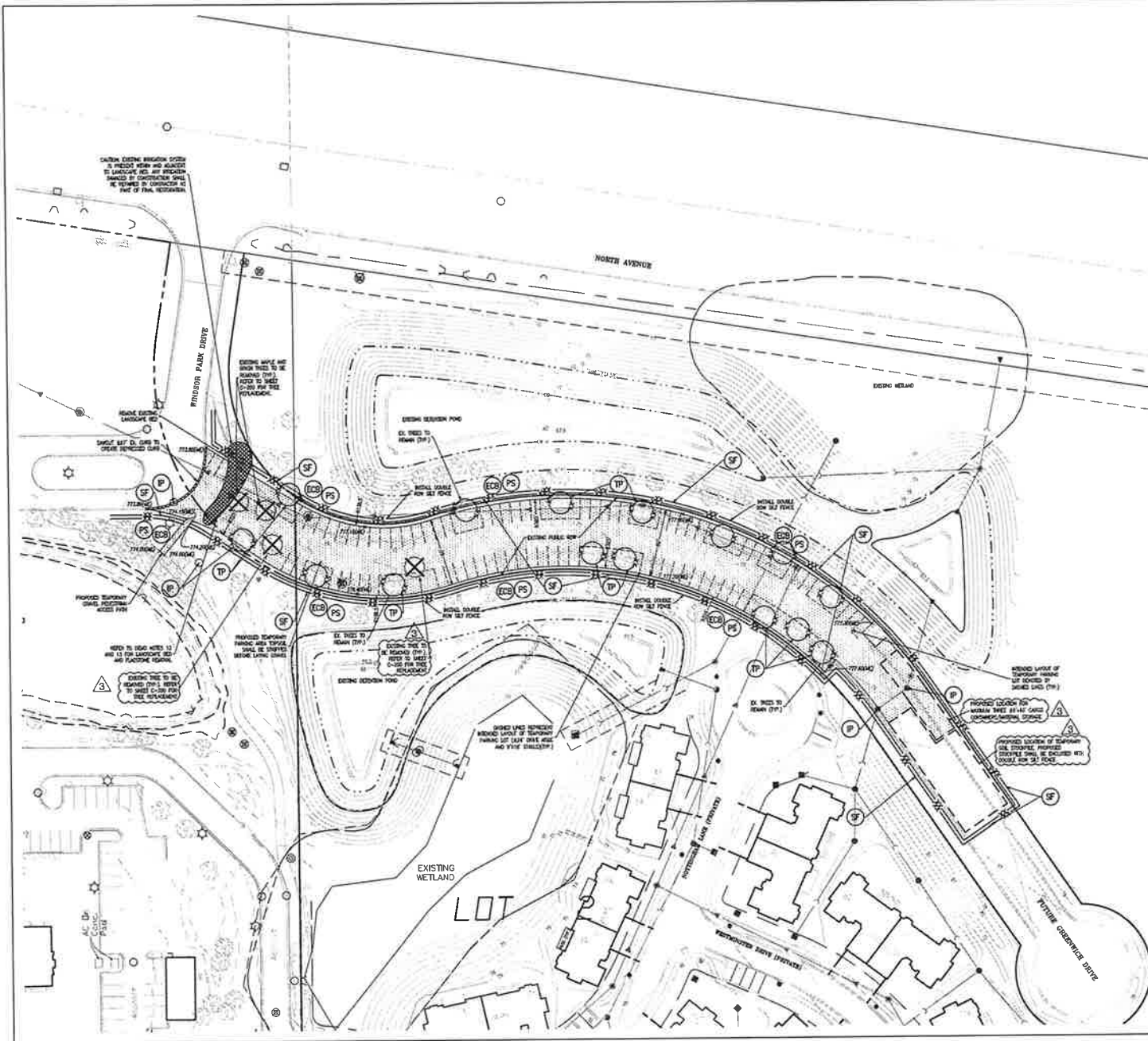
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THOMPSON HINCHOCK HERTZ & ASSOCIATES, INC.  
2100 RiverEdge Parkway  
Suite 900  
Atlanta, GA 30328  
2632 Broadway Street  
Suite 201, South Building  
San Antonio, TX 78215  
PH: 770 914 2220  
FAX: 770 914 2299  
www.thw.com

PERMIT SET

Project No.: 2019014/C267m  
Date: 10/05/2020

COVER

N.T.S.  
C-000



**DEMOLITION NOTES**

- 1) EXISTING CONDITIONS AND BENCHMARKS SHOWN AND PROVIDED ON THESE PLANS WERE OBTAINED FROM AN AS-BUILT SURVEY OF WINDSOR PARK, DATED 01/16/03, REVEALED MOST RECENTLY ON 04/22/05, PREPARED BY JACOB & HEFNER ASSOCIATES, INC.
- 2) CONTRACTOR SHALL VERIFY EXISTING UTILITY LOCATIONS AND ELEVATIONS PRIOR TO DEMOLITION. SOME UTILITIES MAY NOT BE SHOWN.
- 3) CONTRACTOR SHALL COORDINATE A RELEASE FROM THE ELECTRIC, GAS AND TELEPHONE COMPANIES PRIOR TO DEMOLITION.
- 4) NO WATER SHALL BE USED FROM ANY FIRE HYDRANT, IF WATER IS REQUIRED, IT MUST BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 124 BROADWAY DRIVE.
- 5) ALL ADJOINING PUBLIC AND PRIVATE PROPERTY SHALL BE PROTECTED FROM DAMAGE CAUSED BY THE SITE DEMOLITION.
- 6) ALL WASTE MATERIALS SHALL BE REMOVED IN A MANNER THAT PREVENTS INJURY OR DAMAGE TO PERSONS, ADJOINING PROPERTIES, AND/OR WIND-OF-WAYS.
- 7) ALL WASTE MATERIALS SHALL BE DISPOSED OF OFFSITE IN AN APPROVED FACILITY.
- 8) THE SITE SHALL BE GRADDED TO PREVENT THE ACCUMULATION OF WATER OR DAMAGE TO ANY FOUNDATIONS ON THE PREMISES OR ADJOINING PROPERTY.
- 9) CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND SHRUBS NOT INDICATED FOR REMOVAL. SOME EXISTING TREES AND SHRUBS MAY NOT BE SHOWN ON THE PLANS.
- 10) ALL QUANTITIES SHOWN HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY, THE CONTRACTOR IS TO VERIFY ALL QUANTITIES RELATED TO CONSTRUCTION.
- 11) PRIOR TO COMMENCING ANY DEMOLITION AND/OR CONSTRUCTION ACTIVITIES ON THE PROJECT WHICH MAY IN ANY WAY CREATE INTERFERENCE WITH EXISTING PUBLIC UTILITIES, THE CONTRACTOR SHALL CONTACT THE UTILITY OR COMPANY INVOLVED. ADJUSTMENT OF ANY PUBLIC UTILITIES WITHIN THIS PROJECT AREA WILL BE DONE BY THE RESPECTIVE OWNERS OF SAID UTILITIES AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE.
- 12) EXISTING LANDSCAPE BED LOCATED EAST OF WINDSOR PARK DRIVE SHALL BE REMOVED FOR PROPOSED TEMPORARY PARKING CONSTRUCTION. CONTRACTOR SHALL PHOTOGRAPH AND DOCUMENT EXISTING LANDSCAPE MATERIAL AND LAYOUT WITHIN LANDSCAPE BED IN ORDER TO REINSTALL LANDSCAPE BED ONCE TEMPORARY PARKING IS REMOVED. REFER TO RESTORATION PLAN FOR DETAILS.
- 13) CONTRACTOR SHALL SALVAGE AND TEMPORARILY STORE EXISTING PLASTERING LOCATED IN LANDSCAPE BED FOR REUSE. CONTRACTOR SHALL COORDINATE STORAGE LOCATION WITH OWNER.

**GRADING NOTES**

- 1) ALL SPOT ELEVATIONS ARE THE TOP OF FINISHED OR FINISHED GRADE ELEVATION.
- 2) CONTRACTOR SHALL MAINTAIN POSITIVE SITE DRAINAGE DURING CONSTRUCTION.
- 3) SEE SPECIFICATIONS FOR SUBGRADE AND STRUCTURAL FILL COMPACTION REQUIREMENTS.

**EROSION CONTROL NOTES**

- 1) ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION.
- 2) CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL.
- 3) CONTRACTOR IS RESPONSIBLE FOR MAINTAINING CLEAN PUBLIC ROADSWAYS, FREE OF DIRT AND DEBRIS AT ALL TIMES.
- 4) OTHER EROSION CONTROL MEASURES SHALL BE IMPLEMENTED SHOULD AN INSPECTION OF THE SITE INDICATE A DEFICIENCY.
- 5) WIND EROSION PREVENTION: COMPLETION OF GRADING AND TOPSOIL PLACEMENT OPERATIONS SHALL BE PERMANENTLY SEEDED OR OTHERWISE LANDSCAPED WITHIN 14 DAYS FROM THE SUSPENSION OR COMPLETION OF GRADING AND TOPSOIL PLACEMENT.
- 6) SECONDARY CONTAINMENT SHALL BE REQUIRED FOR ANY BULK FUEL STORAGE TANK REMAINS ON-SITE FOR A PERIOD LONGER THAN 7 CALENDAR DAYS.
- 7) CONTAINMENT MEASURES SHALL BE REQUIRED FOR FOUNDATIONS, PUMPS, MANHOLES AND OTHER NON-ELECTRICAL POWERED EQUIPMENT THAT ARE TO BE SEARCHED FOR LONGER THAN 24 HOURS.
- 8) EROSION CONTROL BLANKET SHALL BE PROVIDED IN ALL GREEN AREAS WITH SLOPES OF 4:1 OR STEEPER.
- 9) ALL GREEN AREAS DESTROYED AS PART OF CONSTRUCTION SHALL BE DRESSED WITH A MINIMUM OF 6" OF TOPSOIL AND PERMANENT SEEDING.
- 10) REQUIRED SITE RESTORATION SHALL INCLUDE REMOVAL & OFFSITE DISPOSAL OF EXISTING STONE, TOPSOIL, RESPREAD & PLACEMENT OF PERMANENT SEED & EROSION CONTROL BLANKET.

**DEMOLITION LEGEND**

DENOTES EXISTING TREE REMOVAL

**PAVEMENT LEGEND**

TEMPORARY PARKING AREA AND PEDESTRIAN PATH  
 • 12" CA-06 (COMPACTED)  
 • REMOVE 12" EX. TOPSOIL/SOIL PRIOR TO PLACEMENT OF CA-06

**GRADING LEGEND**

PROPOSED SPOT GRADE  
 EXISTING ELEVATION  
 MATCH EXISTING ELEVATION

**EROSION CONTROL LEGEND**

SILT FENCE  
 INLET PROTECTION  
 EROSION CONTROL BLANKET 14G 30150 (OR APPROVED EQUAL)  
 PERMANENT SEEDING  
 TREE PROTECTION

11/22/05	FINAL RESPONSE
12/22/05	PERMIT RESPONSE
10/25/06	PERMIT SET
DATE	DESCRIPTION

**COVENANT AT WINDSOR PARK  
 ADVANCED SITE PACKAGE**  
 124 WINDSOR PARK DRIVE  
 CAROL STREAM, ILLINOIS 60188

**THW  
 DESIGN**

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 THOMPSON HANCOCK WHITE &  
 ASSOCIATES, INC.

2100 RiverEdge Parkway  
 Suite 900  
 Atlanta, GA 30328

2632 Broadway Street  
 Suite 201, South Building  
 San Antonio, TX 78215

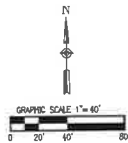
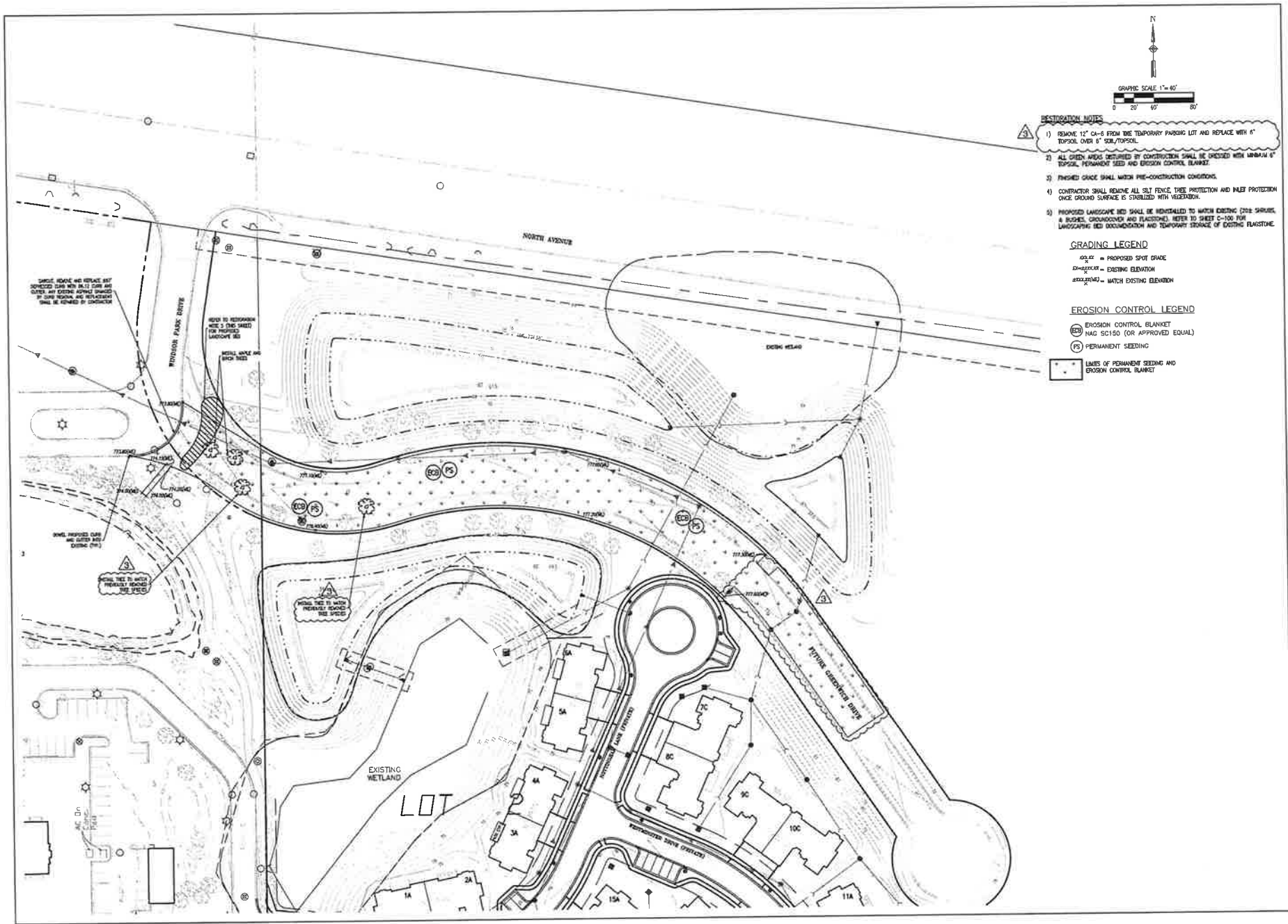
PH: 770 916 2220  
 FAX: 770 916 2299  
 www.thw.com

PERMIT SET

Project No.: 2019014/C267m  
 Date: 10/05/2020

TEMPORARY  
 PARKING PLAN

1" = 40'  
 C-100



- RESTORATION NOTES**
- 1) REMOVE 12" CA-6 FROM THE TEMPORARY PARKING LOT AND REPLACE WITH 6" TOPSOIL OVER 6" SUB/TOPSOIL.
  - 2) ALL GREEN AREAS DESTROYED BY CONSTRUCTION SHALL BE CROPPED WITH ARBURA 4" TOPSOIL, PERMANENT SEED AND EROSION CONTROL BLANKET.
  - 3) FINISHED GRADE SHALL MATCH PRE-CONSTRUCTION CONDITIONS.
  - 4) CONTRACTOR SHALL REMOVE ALL SILT FENCE, TREE PROTECTION AND INLET PROTECTION ONCE GROUND SURFACE IS STABILIZED WITH VEGETATION.
  - 5) PROPOSED LANDSCAPE BED SHALL BE REVEGETATED TO MATCH EXISTING (20% SHRUBS, 4 BUSHES, CIRCUMFERENCE AND FLAGSTONE). REFER TO SHEET C-100 FOR LANDSCAPING BED DOCUMENTATION AND TEMPORARY STORAGE OF EXISTING FLAGSTONE.

**GRADING LEGEND**

--- PROPOSED SPOT GRADE  
 - - - - - EXISTING ELEVATION  
 - - - - - MATCH EXISTING ELEVATION

**EROSION CONTROL LEGEND**

⊙ EROSION CONTROL BLANKET  
 ⊙ NAC SC150 (OR APPROVED EQUAL)  
 ⊙ PERMANENT SEEDING  
 □ LIMITS OF PERMANENT SEEDING AND EROSION CONTROL BLANKET

1	1/27/20	PERMIT RESPONSE
2	1/27/20	PERMIT RESPONSE
3	1/29/20	PERMIT SET
4	1/29/20	PERMIT SET

**COVENANT AT WINDSOR PARK  
 ADVANCED SITE PACKAGE**  
 124 WINDSOR PARK DRIVE  
 CAROL STREAM, ILLINOIS 60188

**THW**  
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PH: 770 916 2220  
 FAX: 770 916 2299  
 www.thw.com

PERMIT SET

Project No.: 2019014/C267m  
 Date: 10/05/2020

RESTORATION  
 PLAN

1" = 40'  
 C-200



### GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF THE SPECIFICATIONS, ORDINANCES OF THE JURISDICTION AND THE USGS UNIVERSAL SOIL LOSS EQUATION. THE CONSTRUCTION OF EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ENGINEERING CONSTRUCTION SPECIFICATIONS FOR EROSION CONTROL.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND EXISTING STRUCTURES. BEFORE ANY EROSION CONTROL MEASURES ARE INSTALLED, THE CONTRACTOR SHALL OBTAIN RECORD DRAWINGS OF ALL UTILITIES AND EXISTING STRUCTURES TO BE MAINTAINED THROUGHOUT CONSTRUCTION.
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### SOIL EROSION AND SEDIMENT CONTROL

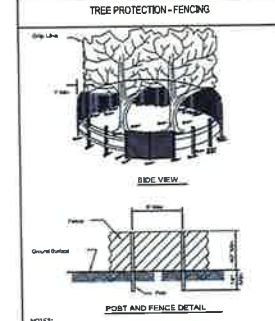
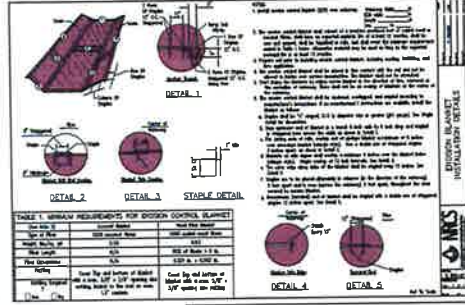
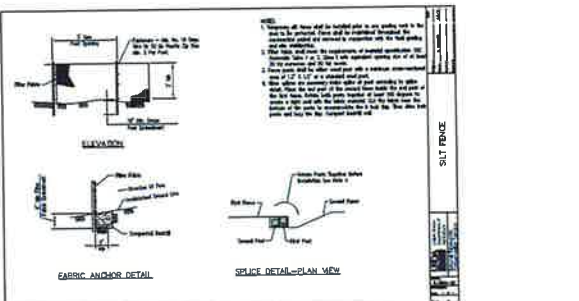
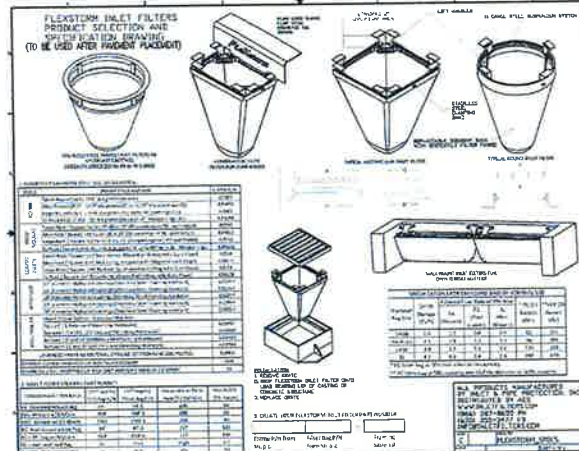
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### EARTHWORK

- EXPOSED EARTH**
  - EXPOSED ORGANIC MATERIAL OR ANY OTHER UNDESIRABLE MATERIALS SHALL BE REMOVED FROM AREAS BEING EXPOSED. STRUCTURAL FILL SHALL BE PLACED AND COMPACTED TO THE PROPOSED FINISH ELEVATION.
  - EXPOSED EARTH SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION BY THE CONSTRUCTION OF EROSION CONTROL MEASURES.
  - EXPOSED EARTH SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION BY THE CONSTRUCTION OF EROSION CONTROL MEASURES.
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- SHIELD WALLS**
  - SHIELD WALLS SHALL BE CONSTRUCTED AND FINISHED TO THE PROPOSED FINISH ELEVATION.
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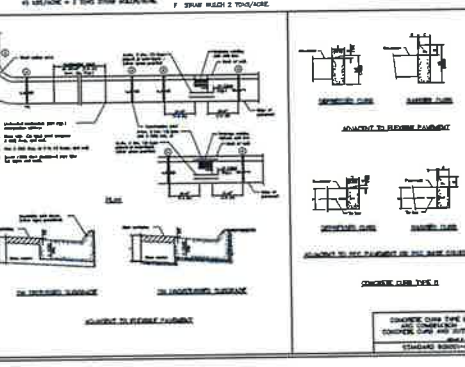
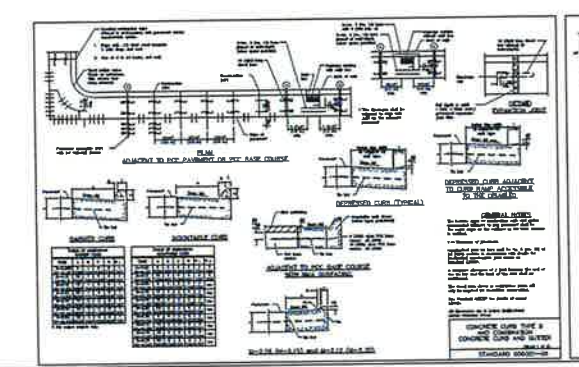
### INLET PROTECTION PRACTICES

- INLET PROTECTION BASKETS SHALL BE FLEXIDRAIN (OR APPROVED EQUAL) INLET PROTECTION BASKETS SHALL BE USED ON EXISTING BASKETS THAT ARE LOCATED WITHIN PAVED AREAS.
- INLET PROTECTION BAGS SHALL BE DAVIS/DAIC (OR APPROVED EQUAL). INLET PROTECTION BAGS SHALL BE USED ON ALL ON-SITE STORM SEWER GRATES UNLESS UPSTREAM TRIBUTARY AREAS OF STORM STRUCTURES ARE STABILIZED.



### CONSTRUCTION SCHEDULE

CONSTRUCTION TYPE	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
FOUNDATION												
CONCRETE CURB AND GUTTERS												
CONCRETE CURB AND GUTTERS												
CONCRETE CURB AND GUTTERS												
CONCRETE CURB AND GUTTERS												
CONCRETE CURB AND GUTTERS												
CONCRETE CURB AND GUTTERS												
CONCRETE CURB AND GUTTERS												
CONCRETE CURB AND GUTTERS												
CONCRETE CURB AND GUTTERS												



COVENANT AT WINDSOR PARK  
ADVANCED SITE PACKAGE  
124 WINDSOR PARK DRIVE  
CAROL STREAM, ILLINOIS 60188

THW DESIGN  
COPYRIGHT © 2017  
THOMPSON HANCOCK WHITE & ASSOCIATES, P.C.  
2100 Sheridge Parkway  
Suite 900  
Atlanta, GA 30328  
2632 Broadway Street  
Suite 201, South Building  
San Antonio, TX 78215  
PH: 770.916.2220  
FAX: 770.916.2299  
www.thw.com

PERMIT SET  
Project No.: 2019014/C267r  
Date: 10/05/2020  
DETAILS AND SPECIFICATIONS  
N.T.S.  
C-300

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works

DATE: December 3, 2020

RE: A Resolution Authorizing Execution of an Intergovernmental Agreement Between the Village of Carol Stream and the County of DuPage for the Installation and Maintenance of Folding STOP Signs at Signalized Intersections at County Highways

The Village has installed and maintained folding STOP signs at intersections of Village and County streets. These folding STOP signs are deployed when traffic signals completely lose energy and the flashing red signal does not work. The STOP signs provide some measure of control until traffic signals can be restored to full or partial function.

DuPage County has examined the use of these signs throughout the County and determined that some of these signs are not properly maintained, at times causing the signs to be in the open position when they shouldn't be and therefore creating a potential liability.

The County's preference is to have the signs removed, but many municipal police agencies have responded that the signs are important during power outages and reduce the burden on local police as well as the incidence of traffic accidents. For that reason, the County prepared an Intergovernmental Agreement (IGA) for approval by communities wishing to continue the use of the temporary signs. I have reviewed the IGA with Police Chief and Traffic Sgt., as well as the Village Attorney. The County was amenable to a change requested by the Village Attorney which is included in the attached final draft.

Staff recommends that the Mayor and Village Board adopt a Resolution Authorizing Execution of an Intergovernmental Agreement Between the Village of Carol Stream and the County of DuPage for the Installation and Maintenance of Folding STOP Signs at Signalized Intersections at County Highways

Attachments



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

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND THE COUNTY OF DUPAGE FOR THE INSTALLATION AND MAINTENANCE OF FOLDING STOP SIGNS AT SIGNALIZED INTERSECTIONS AT COUNTY HIGHWAYS

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, COUNTY OF DUPAGE, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: That the Mayor is authorized to execute and the Village Clerk to attest to an Agreement with the County of DuPage for the installation and maintenance of folding STOP signs at signalized intersections at County Highways, such as Agreement being attached to this Resolution as Exhibit "A".

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

PASSED and APPROVED this 7<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Village Clerk

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DuPAGE  
AND THE VILLAGE OF CAROL STREAM  
FOR THE INSTALLATION AND MAINTENANCE OF FOLDING STOP SIGNS  
AT SIGNALIZED INTERSECTIONS AT COUNTY HIGHWAYS**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the Village of Carol Stream (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation with offices at 500 N. Gary Avenue, Carol Stream, Illinois 60188. The COUNTY and the MUNICIPALITY are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES."

**RECITALS**

WHEREAS, the COUNTY has jurisdiction over certain rights-of-way designated as County Highways as specified in DuPage County Resolution DT-0024D-07; and

WHEREAS, certain County Highways lie within the corporate limits of the MUNICIPALITY; and

WHEREAS, the MUNICIPALITY desires to install folding stop signs (hereinafter referred to individually as "SIGN" and in plurality as "SIGNS") on traffic signals at signalized intersections under the jurisdiction of, or maintained by, the County, or on County Highways

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/1-101 *et seq.*) and the MUNICIPALITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the

understanding of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

## 1.0 INCORPORATION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to the effect of the construction hereof.

## 2.0 SCOPE OF PROJECT

- 2.1 The SIGNS shall not be used except for emergency purposes and shall only be opened by MUNICIPALITY'S police officers. The SIGNS shall not be opened to traffic while traffic control signals are operating in a normal traffic control mode.
- 2.2 The SIGNS shall be mounted **only at locations listed in Exhibit A** on the near right signal post of each approach or on a separate signpost near the signal post within the COUNTY right-of-way.
  - 2.2.1 The SIGNS shall be mounted at a height of at least 5 feet, measured from the bottom of the SIGN to the near edge of the pavement. The SIGN shall be mounted so as not to cause a hazard to pedestrians or cyclists.
  - 2.2.2 The SIGN shall not interfere with the pedestrian pushbutton or other traffic control devices at the intersection. If the SIGN is required to be relocated to provide adequate mounting space for traffic signal equipment or other traffic control devices, including signage, the MUNICIPALITY will be responsible for relocating or removing the SIGN in accordance with Section 3.3 of this AGREEMENT.

- 2.2.3 The SIGNS shall be an octagon when opened with white retroreflective message and border on a red retroreflective background. The standard size shall be 30" x 30" as described in the "Manual on Uniform Traffic Control Devices for Streets and Highways".
    - 2.2.4 The SIGNS may be of a bi-fold or tri-fold construction. Bi-folded SIGNS will fold from top to bottom. Tri-folded SIGNS will fold from left and right to the center.
    - 2.2.5 Bi-folded SIGNS, shall be closed in the down position to ensure that damaged signs do not fall into the open position.
    - 2.2.6 The closed SIGNS may show a municipal logo, but shall not show any other message, graphic, or advertisement.
  - 2.3 When in the closed position, the SIGNS shall be secured with a cotter pin or other similar, reusable hardware, or, at the COUNTY's discretion, a lock and key provided by the COUNTY. Bi-folded SIGNS shall also be secured by the same method in the open position.
  - 2.4 Any other lock assembly used by the MUNICIPALITY will be removed by the COUNTY's traffic signal maintenance crews, along with the SIGNS. Removal costs shall be billed directly to the MUNICIPALITY by the COUNTY's Electrical Maintenance Contractor and MUNICIPALITY shall pay said bill.
  - 2.5 The police officer placing the SIGNS in the open condition must also switch the controller from a "run" mode to a "flash" mode. When the power is restored, the police officer must open the police door on the controller cabinet and place the signal switch in the "flashing" position to allow the signal to flash red in all directions. The MUNICIPALITY must notify the COUNTY's Electrical Maintenance Contractor to switch the controller to normal operation when power is restored. When power is restored and the traffic signals have resumed normal operation, the MUNICIPALITY is responsible for returning and securing the SIGNS to the closed position.

### **3.0 RESPONSIBILITY OF THE MUNICIPALITY**

- 3.1 The MUNICIPALITY is responsible for the entire cost of installing and maintaining the SIGNS.
- 3.2 The MUNICIPALITY will be responsible for the removal of the SIGNS if, in the opinion of the COUNTY, they are found to be the cause of operational problems or they are not used in compliance with this AGREEMENT. The MUNICIPALITY shall remove the SIGNS within 14 calendar days of notification by the COUNTY. If the MUNICIPALITY does not remove said SIGNS within that time, the COUNTY reserves the right to have its own forces remove the sign and bill the cost to the MUNICIPALITY. The MUNICIPALITY shall pay said bill.
- 3.3 The MUNICIPALITY will be responsible for the relocation of the SIGNS if the COUNTY determines that the proper placement, visibility, or accessibility of traffic signal equipment or other traffic control devices, including other signage, is inhibited by the placement of the SIGNS. The MUNICIPALITY shall remove the SIGNS within 14 calendar days of notification by the COUNTY and may relocate said SIGNS subject to the terms of this AGREEMENT. If the MUNICIPALITY does not remove said SIGNS within that time, the COUNTY reserves the right to have its own forces remove the sign and bill the cost to the MUNICIPALITY. The MUNICIPALITY shall pay said bill.

### **4.0 MAINTENANCE**

- 4.1 Upon completion of the installation of the SIGNS, the MUNICIPALITY is responsible for future maintenance of the SIGNS installed on equipment under this AGREEMENT, including meeting all requirements set forth in the Manual on Uniform Traffic Control Devices.
- 4.2 The PARTIES hereto agree that this AGREEMENT only addresses the SIGNS; nothing in this AGREEMENT changes, alters or modifies existing jurisdiction or maintenance responsibilities for existing roadways, appurtenances, or traffic signals listed in Exhibit A.

## 5.0 INDEMNIFICATION

5.1 The MUNICIPALITY shall indemnify, hold harmless and defend the COUNTY its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees, and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the MUNICIPALITY, or its agents' negligent or willful acts, errors or omissions in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with applicable law. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

The MUNICIPALITY'S indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement. Neither PARTY waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them under the law.

5.2 The COUNTY shall indemnify, hold harmless and defend the MUNICIPALITY its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees, and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the COUNTY, or its agents' negligent or willful acts, errors or omissions in its performance of maintenance or repair of its traffic signals. The COUNTY'S indemnification of the MUNICIPALITY shall survive the termination, or expiration, of this Agreement. Neither PARTY waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them under the law.

## 6.0 NOTICES

6.1 Any notice required shall be deemed properly given to the PARTY to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, or sent by e-mail, to the PARTY's address. The address of each PARTY is as specified below. Either PARTY may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

### Municipality

500 N. Gary Avenue  
Carol Stream, IL 60188  
ATTN: Robert Mellor, Village Manager  
Phone: (630)871-6250  
Email: rmellor@carolstream.org

### County of DuPage

Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187  
ATTN: Christopher C. Snyder, P.E.  
Director of Transportation/County Engineer  
Phone: (630)407-6900  
Email: christopher.snyder@dupageco.org

## **7.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT**

- 7.1 No modification or amendment to this AGREEMENT shall be effective until approved by the PARTIES in writing.
- 7.2 If the modification to this AGREEMENT is solely to add additional locations to Exhibit A, the County Engineer is authorized to modify this AGREEMENT on behalf of the COUNTY to add the additional locations to Exhibit A.

## **8.0 NON-ASSIGNMENT**

- 8.1 This AGREEMENT shall not be assigned by either PARTY without the written consent of the other PARTY, whose consent shall not be unreasonably withheld.

## **9.0 AUTHORITY TO EXECUTE/RELATIONSHIP**

- 9.1 The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing PARTY has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- 9.2 This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the PARTIES.

## **10.0 GOVERNING LAW**

- 10.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.
- 10.2 The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.



**11.0 SEVERABILITY**

11.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

**12.0 FORCE MAJEURE**

12.1 Neither PARTY shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

VILLAGE OF CAROL STREAM

\_\_\_\_\_  
Christopher C. Snyder  
DuPage County Director of  
Transportation/County Engineer

\_\_\_\_\_  
Frank Saverino, Sr.  
Village of Carol Stream  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Eva Hitchcock,  
Administrative Assistant

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

Street Name	Location	# of Signs
Schmale Road	Home Depot Entrance	2
Schmale Road	Thornhill	4
Schmale Road	Gunderson	4
Schmale Road	St. Charles	4
Schmale Road	Fullerton	4
Schmale Road	East Lies	3
Schmale Road	North Ave	4
Gary Ave	St. Charles (north)	3
Gary Ave	St. Charles (south)	3
Gary Ave	Thunderbird	4
Gary Ave	Fullerton	4
Gary Ave	Elk	4
Gary Ave	Lies Road	4
Gary Ave	Stark	4
Gary Ave	North Ave	4
County Farm	Birchbark	4
County Farm	Lies Road	4
County Farm	Kelly	4
County Farm	Army Trail	2
County Farm	North Ave	4
St. Charles Road	President	4
Army Trail	Merbach	2
Army Trail	County Farm	2
Army Trail	Spring Valley	1
Army Trail	Woodlake	1
Army Trail	Fari Oaks	2
Geneva	President	4

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Village Trustees  
**FROM:** Frank Saverino, Sr., Mayor  
**DATE:** November 23, 2020  
**RE:** Village Clerk Appointment

---

I am recommending the appointment of Julia Schwarze to fill the position of Village Clerk until the April 6, 2021 Consolidated General Election. Attached you will find Julia Schwarze's letter of intent for the appointment of Village Clerk.

Your concurrence with this appointment is requested.

FS/dk

Attachment

Julia Schwarze  
1365 Rolling Oaks Dr.  
Carol Stream, IL 60188

November 18, 2020

The Honorable Frank Saverino  
Mayor of Carol Stream  
Village Hall  
Carol Stream, IL 60188

Dear Mr. Mayor:

The purpose of this letter is to inform you of the reasons I am running for the office of Carol Stream Village Clerk in the April 6<sup>th</sup> election and seeking to fill the interim vacancy. Now that my husband has moved to the County level and vacated the office of Village Trustee, I feel it is an appropriate time to step up and give back to this community that I love which embraced me when I moved here six years ago.

The reason I am seeking the role of Village Clerk is to make a tangible contribution to our community. I am no politician, but I believe in public service and possess the experience and skills necessary for this administrative role. Since graduating with High Honors from NIU with an Accountancy degree in 1991, I have held a variety of positions from C.P.A. and Project Manager to Customer Service Coach and currently an Office Administrator.

I vow to be a trustworthy keeper of the public records and a friendly liaison between residents and the Village. Thank you for considering me for the position of interim Carol Stream Village Clerk, and please do not hesitate to reach out to me with any questions.

Sincerely yours,

Julia Schwarze

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7, 2020**

**AGENDA ITEM**  
*L-1 12/7/20*

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>ACCURATE OFFICE SUPPLY CO</b>					
OFFICE SUPPLIES	34.06	01610100-53317	OPERATING SUPPLIES	529074	
	<u>34.06</u>				
<b>AEP ENERGY</b>					
100 DELLA CT-1083101009 10/6-11/5/20	10.09	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 11/16/20	
1025 LIES RD-6213120002 10/14-11/13/20	38.79	01670300-53213	STREET LIGHT ELECTRICITY	3013130446 11/16/20	
300 BENNETT DR-5155062128 9/18-10/19/20	1,461.75	01670300-53213	STREET LIGHT ELECTRICITY	3013130367 11/16/20	
512 CANYTON TRL-1043062112 10/15-11/16/20	21.87	01670300-53213	STREET LIGHT ELECTRICITY	3013130402 11/18/20	
796 PAWNEE 10/15-11/16/20	63.81	01670300-53213	STREET LIGHT ELECTRICITY	3013130435 11/18/20	
	<u>1,596.31</u>				
<b>ARAMARK UNIFORM &amp; CAREER APPAREL GROUP INC</b>					
FIRST AID SUPPLIES	158.32	01590000-53317	OPERATING SUPPLIES	ORD4-005546	
	<u>158.32</u>				
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
BLDG REVIEW-124 WINDSOR PK, 20-1001-RMDL	1,417.70	01643700-52253	CONSULTANT	54467	
FIRE ALARM-355 KEHOE BLVD, 20-1281-FIRE	200.00	01643700-52253	CONSULTANT	55014	
	<u>1,617.70</u>				
<b>C S FIRE PROTECTION DISTRICT</b>					
PERMITS OCT 2020	2,520.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS OCT 2020	
	<u>2,520.00</u>				
<b>C S PUBLIC LIBRARY</b>					
PPRT OCT 2020	5,057.85	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT OCT 2020		
	<u>5,057.85</u>				
<b>CH2MHILL OMI</b>					
CAP EX PROJECT INV-OCT 2020	18,567.20	04101100-52262	WRC CONTRACT	351199-CE-11	20210001
	<u>18,567.20</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7, 2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>CHICAGO METROPOLITAN AGENCY FOR PLANNING</b>					
FY 2021 CMAP CONTRIBUTION	1,510.69	01520000-52234	DUES & SUBSCRIPTIONS	FY2021-037	
	<u>1,510.69</u>				
<b>CITY ELECTRIC SUPPLY</b>					
LED PURCHASE	1,148.44	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	GUR/101385	
	<u>1,148.44</u>				
<b>CLARK BAIRD SMITH LLP</b>					
LABOR COUNSEL-NOV 2020	255.00	01570000-52238	LEGAL FEES	13413	
	<u>255.00</u>				
<b>COMED</b>					
465 CENTER AVE 10/15-11/16/20	96.15	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 11/16/20	
KUHN RD, RT64 10/15-11/16/20	33.51	01662300-52298	ATLE SERVICE FEE	4202129060 11/16/20	
MASTER ACCT-5025 10/14-11/13/20	412.52	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 11/18/20	
	<u>542.18</u>				
<b>CONRAD POLYGRAPH, INC</b>					
POLYGRAPH-3 CANDIDATES 11/2-11/5/20	480.00	01510000-52228	PERSONNEL HIRING	4134	
	<u>480.00</u>				
<b>CONSTELLATION NEW ENERGY</b>					
1015 LIES RD-TOWER #4 18791018601 10/14-11/13/20	56.20	04201600-53210	ELECTRICITY	7280332-21 11/16/20	
1348 CHARGER CT-18791017501 10/14-11/13/20	310.41	04101500-53210	ELECTRICITY	7280332-20 11/16/20	
1NEND THORNHILL-18790910501 10/14-11/13/20	92.54	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 11/16/20	
200 TUBEWAY-LIFT STATION 18724970601 10/6-11/13/20	351.36	04101500-53210	ELECTRICITY	7280332-18 11/06/20	
	<u>810.51</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>CORE &amp; MAIN LP</b>					
B-BOX SUPPLIES	364.66	04201600-53317	OPERATING SUPPLIES	N242834	
HYDRANT REPAIR-GARY & LIES	46.34	04201600-53317	OPERATING SUPPLIES	N237939	
STORM SEWER BASKETS-PWC	367.35	01670600-53317	OPERATING SUPPLIES	N242611	
	<u>778.35</u>				
<b>COVERALL NORTH AMERICA INC</b>					
JANITORIAL CONTRACT FY21 11/1-11/30/20	1,422.00	01670100-52276	JANITORIAL SERVICES	1010667965 PO-3807	20210008
	<u>1,422.00</u>				
<b>DARREN BOSHART</b>					
CLOTH ALLOW-BOSHART 11/14/20	62.99	01660100-53324	UNIFORMS	570200029	
CLOTH ALLOW-BOSHART, DSW 11/14/20	83.99	01660100-53324	UNIFORMS	580200020	
	<u>146.98</u>				
<b>DRI-STICK DECAL CORP</b>					
2021 BUS, DOG, VENDING TAGS	1,564.77	01610100-53315	PRINTED MATERIALS	375480	
	<u>1,564.77</u>				
<b>DUPAGE MATERIALS COMPANY</b>					
PEBBLE CREEK-ASPHALT RESTO.	303.86	04201600-52286	PAVEMENT RESTORATION	12839	
	<u>303.86</u>				
<b>EARTH INC</b>					
STONE 10/26/20	1,640.00	04201600-53317	OPERATING SUPPLIES	22315	
	<u>1,640.00</u>				
<b>EMPOWER HEALTH SERVICES LLC</b>					
ANNUAL WELLNESS 10/02/20	4,811.00	01600000-52340	WELLNESS PROGRAM	EHS2020385	
	<u>4,811.00</u>				
<b>FGM ARCHITECTS</b>					
PWC ENTRY IMPROVEMENTS 10/3-10/30/20	4,176.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT 20-3014.01-2 PO-3811		20210053
	<u>4,176.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7, 2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GOVTEMPSUSA LLC</b>					
ACCOUNTS CLERK-A RETSKE 11/8/20	470.40	04103100-52253	CONSULTANT	3626348	
ACCOUNTS CLERK-A RETSKE 11/8/20	470.40	04203100-52253	CONSULTANT	3626348	
AMR CLERK-M SCHULTZ 11/8, 11/15/20	2,391.20	04201400-52253	CONSULTANT	3626349	20210032
LIBRARY TECH-N BOYD 11/8, 11/15/20 PAY #26	3,529.60	01652800-52253	CONSULTANT	3626347 PO-1897	
LIBRARY TECH-N BOYD 9/27, 10/4/20 PAY #25	3,529.60	01652800-52253	CONSULTANT	3601388 PO-1897	
OFFICE MANAGER-D KALKE 11/8, 11/15/20	3,170.40	01590000-52253	CONSULTANT	3626346	
	<b>13,561.60</b>				
<b>HEY &amp; ASSOCIATES</b>					
KEHOE BLVD-STEAMBANK STABILIZATION 10/1-1	4,066.25	11740000-55488	STORMWATER UTILITIES	12673 PO-462633	20210071
	<b>4,066.25</b>				
<b>ILLINOIS PHLEBOTOMY SERVICES LLC</b>					
CSPC2002371-M CONTRERAS 11/5/20	550.00	01662300-53317	OPERATING SUPPLIES	1195	
	<b>550.00</b>				
<b>ITRON INC</b>					
ITRON MAIN 8/1/20-10/31/20	1,124.14	04103100-52255	SOFTWARE MAINTENANCE	561379	
ITRON MAIN 8/1/20-10/31/20	1,124.14	04203100-52255	SOFTWARE MAINTENANCE	561379	
ITRON MAINT 11/1/20-1/31/21	1,124.14	04103100-52255	SOFTWARE MAINTENANCE	570105	
ITRON MAINT 11/1/20-1/31/21	1,124.14	04203100-52255	SOFTWARE MAINTENANCE	570105	
	<b>4,496.56</b>				
<b>JET BRITE CAR WASH INC</b>					
CAR WASH 10/1-10/31/20	3.00	01640100-53317	OPERATING SUPPLIES	4078	
CAR WASH 10/1-10/31/20	207.00	01662700-52244	MAINTENANCE & REPAIR	4077	
	<b>210.00</b>				
<b>JOE COTTON FORD</b>					
1-TON DUMP TRUCK 10/30/20	40,998.79	04201600-54415	VEHICLES	2936 PO-3823	20210073
	<b>40,998.79</b>				



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>JOHN L FIOTI</b>					
ADJUDICATION-NOV 2020	525.00	01570000-52238	LEGAL FEES	CS 11-20	
	<u>525.00</u>				
<b>K-TECH SPECIALTY COATINGS INC</b>					
4600 GALLONS BEET HEET	6,486.00	01670200-53335	SALT	202011-K0018 PO-3839	20210070
	<u>6,486.00</u>				
<b>KLEIN, THORPE &amp; JENKINS, LTD</b>					
GENERAL COUNSEL-OCT 2020	86.00	22490000-52238	LEGAL FEES	213761	
GENERAL COUNSEL-OCT 2020	193.50	01510000-52238	LEGAL FEES	213761	
GENERAL COUNSEL-OCT 2020	1,548.00	04200100-52238	LEGAL FEES	213761	
GENERAL COUNSEL-OCT 2020	4,919.75	01570000-52238	LEGAL FEES	213761	
	<u>6,747.25</u>				
<b>LANDSCAPE MATERIAL &amp; FIREWOOD SALES INC</b>					
NORTH AVE TURF	210.00	01670400-52272	PROPERTY MAINTENANCE	43121	
RESTORATION TURF	725.00	01670400-53317	OPERATING SUPPLIES	43062	
	<u>935.00</u>				
<b>LAW OFFICE OF MICHELLE L MOORE LTD</b>					
PROSECUTION-NOV 2020	2,400.00	01570000-52235	LEGAL FEES-PROSECUTION	2020-11	
PROSECUTION-NOV 2020	7,750.00	01570000-52312	PROSECUTION DUI	2020-11	
	<u>10,150.00</u>				
<b>LEONARD M BULAT</b>					
WINDOW VINYL	1,420.00	01680000-52244	MAINTENANCE & REPAIR	20-232	
	<u>1,420.00</u>				
<b>LRS HOLDINGS LLC</b>					
STREET SWEEPING SERVICES-NOV 2020	8,825.25	01670600-52272	PROPERTY MAINTENANCE	PS346954 PO-3788	20210006
	<u>8,825.25</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>MAILFINANCE</b>					
POSTAGE MACHINE-SEALING KIT	21.78	01610100-53317	OPERATING SUPPLIES	40159765	
	<u>21.78</u>				
<b>MANAGEFORCE CORPORATION</b>					
DATABASE CONSULTING 11/2020-01/2021	4,350.00	01652800-52253	CONSULTANT	VIL20004	
	<u>4,350.00</u>				
<b>MARK E RADABAUGH</b>					
PEG CONTENT CREATION-STATE OF VILLAGE PRO	100.00	01652800-54418	CATV/ PEG EXPENSES	20-0166	
	<u>100.00</u>				
<b>MEADE ELECTRIC COMPANY INC</b>					
OPTICOM PREVENTATIVE MAINTENANCE	1,350.00	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	694152	
	<u>1,350.00</u>				
<b>MNJ TECHNOLOGIES DIRECT</b>					
REPLACEMENT LABEL SYSTEM	195.64	01652800-53317	OPERATING SUPPLIES	0003720070	
	<u>195.64</u>				
<b>MORROW BROTHERS FORD INC</b>					
2020 FORD F-150	30,570.00	02385200-54415	VEHICLES	13875 PO-4663062	20210067
	<u>30,570.00</u>				
<b>MUNICIPAL GIS PARTNERS INC</b>					
MGP GIS-MEMBERSHIP FEE	4,441.00	01652800-52257	GIS SYSTEM	608	
MGP GIS-NOV 2020	9,756.80	01652800-52257	GIS SYSTEM	4976	
MGP GIS-OCT 2020	9,756.80	01652800-52257	GIS SYSTEM	4975	
	<u>23,954.60</u>				
<b>NAPCO STEEL INC</b>					
	129.85	04201600-53317	OPERATING SUPPLIES	443656	
	<u>129.85</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7,2020**

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<b>NICOR</b>					
124 GERZEVSKE LN 10/18-11/18/20	64.48	04201600-53230	NATURAL GAS	13811210007 11/18/20	
1348 CHARGER CT 10/19-11/19/20	126.26	04101500-53230	NATURAL GAS	86606011178 11/19/20	
200 TUBEWAY DR 10/16-11/17/20	39.46	04101500-53230	NATURAL GAS	14309470202 11/17/20	
	<u>230.20</u>				
<b>PACE SYSTEMS INC</b>					
BOARDROOM UPGRADES	4,796.00	01652800-54418	CATV/ PEG EXPENSES	IN00033712 PO-1902	20210064
	<u>4,796.00</u>				
<b>PENN CREDIT</b>					
PENN COLLECTION FEES-OCT 2020	6.80	01000000-45402	ORDINANCE FORFEITS	124683	
	<u>6.80</u>				
<b>PERSPECTIVES</b>					
EAP SERVICES 12/1/20-2/28/21	1,286.40	01600000-52273	EMPLOYEE SERVICES	97046	
	<u>1,286.40</u>				
<b>REFUNDS MISC</b>					
20-1178-ACF, #2343329, 523 TIMBER RIDGE DR-	32.00	01000000-42307	BUILDING PERMITS	523 TIMBER RIDGE-20	
20-1389-DECK, #2312067, 1180 WESTWARD TRL	48.00	01000000-42307	BUILDING PERMITS	1180 WESTWARD-2020	
	<u>80.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7, 2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>REFUNDS PRESERVATION BONDS</b>					
20-0194-DRVW, #2268703, 564 CREEKWOOD CT	300.00	01-24302	ESCROW - GRADING	564 CREEKWOOD-2020	
20-0361-PKGL, #2289489, 725 CENTER AVE-REFL	1,000.00	01-24302	ESCROW - GRADING	725 CENTER AVE-2020	
20-0364-PKGL, #2289491, 250 S GARY AVE-REFU	1,000.00	01-24302	ESCROW - GRADING	250 S GARY AVE-2020	
20-0772-RMDL, #2318900, 1095 CHETWOOD-RE	300.00	01-24302	ESCROW - GRADING	1095 CHETWOOD-2020	
20-1143-STOO, #2340925, 328 ANTELOPE TRL-RI	200.00	01-24302	ESCROW - GRADING	328 ANTELOPE-2020	
20-1182-DRVW, #2343808, 401 ILLINI DR-REFUN	300.00	01-24302	ESCROW - GRADING	401 ILLINI DR-2020	
20-1221-STOO, #2349872, 1114 SANDHURST LN-	200.00	01-24302	ESCROW - GRADING	1114 SANDHURST-2020	
20-1255-DRVW, #2352260, 1075 BRIGHTON DR-I	300.00	01-24302	ESCROW - GRADING	1075 BRIGHTON-2020	
20-1291-STOO, #2356757, 771 COLORADO CT-RE	200.00	01-24302	ESCROW - GRADING	771 COLORADO-2020	
20-1311-STOO, #2358188, 355 JUNIPER CT-REFU	200.00	01-24302	ESCROW - GRADING	355 JUNIPER CT-2020	
20-1355-PATI, #2365636, 587 TOPEKA CT-REFUN	200.00	01-24302	ESCROW - GRADING	587 TOPEKA-2020	
20-1375-DRVW, #2367116, 1351 PORTSMOUTH-	300.00	01-24302	ESCROW - GRADING	1351 PORTSMOUTH-2020	
	<b>4,500.00</b>				
<b>REFUNDS TAX STAMPS</b>					
STAMP 31907, 292 THUNDERBIRD TR-REFUND	660.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP 31907	
	<b>660.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7, 2020**

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<b>REFUNDS W&amp;S FINALS</b>					
	1.93	04-12110	ACCOUNT RECEIV WATER & SEWER	89571	
	5.54	04-12110	ACCOUNT RECEIV WATER & SEWER	89562	
	5.96	04-12110	ACCOUNT RECEIV WATER & SEWER	89570	
	12.14	04-12110	ACCOUNT RECEIV WATER & SEWER	89561	
	13.14	04-12110	ACCOUNT RECEIV WATER & SEWER	89566	
	22.17	04-12110	ACCOUNT RECEIV WATER & SEWER	89560	
	22.23	04-12110	ACCOUNT RECEIV WATER & SEWER	89563	
	25.28	04-12110	ACCOUNT RECEIV WATER & SEWER	89569	
	34.41	04-12110	ACCOUNT RECEIV WATER & SEWER	89567	
	43.94	04-12110	ACCOUNT RECEIV WATER & SEWER	89565	
	43.96	04-12110	ACCOUNT RECEIV WATER & SEWER	89559	
	49.16	04-12110	ACCOUNT RECEIV WATER & SEWER	89568	
	66.01	04-12110	ACCOUNT RECEIV WATER & SEWER	89572	
	208.91	04-12110	ACCOUNT RECEIV WATER & SEWER	89564	
	<u>554.78</u>				
<b>RELIANT WATER TECHNOLOGIES</b>					
WET WELL WIZARD	7,974.00	04101500-53350	SMALL EQUIPMENT EXPENSE	5251 PO-3831	20210072
	<u>7,974.00</u>				
<b>RICHARD BLAIR</b>					
CLOTH ALLOW-BLAIR	172.98	01660100-53324	UNIFORMS	BLAIR-11/13/20	
	<u>172.98</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>RUSH TRUCK CENTERS</b>					
NV BRAKES	553.90	01696200-53354	PARTS PURCHASED	3021427794	
NV FILTER	52.53	01696200-53354	PARTS PURCHASED	3021525526	
NV FILTERS	24.31	01696200-53354	PARTS PURCHASED	3021398889	
NV HEADER	232.38	01696200-53354	PARTS PURCHASED	3021393314	
NV OIL PAN	521.99	01696200-53354	PARTS PURCHASED	3021480522	
NV RESERVOIR	194.19	01696200-53354	PARTS PURCHASED	3021499647	
NV SEAL	38.27	01696200-53354	PARTS PURCHASED	3021462473	
NV SEAL	90.85	01696200-53354	PARTS PURCHASED	3021495453	
NV SHOCKS	490.58	01696200-53354	PARTS PURCHASED	3021477751	
	<b>2,199.00</b>				
<b>SERVICE FORMS &amp; GRAPHICS INC</b>					
TRANSFER STAMPS 32533-33532	321.25	01610100-53315	PRINTED MATERIALS	0097933	
	<b>321.25</b>				
<b>SEWER EQUIPMENT OF ILLINOIS LLC</b>					
SMALL EQ FOR CAMERA	2,175.00	04101500-53350	SMALL EQUIPMENT EXPENSE	0000003323	
	<b>2,175.00</b>				
<b>SIKICH LLP</b>					
AUDIT FEES-FY20 FINAL	890.00	01520000-52237	AUDIT FEES	471161	
	<b>890.00</b>				
<b>SUPERIOR ROAD STRIPING</b>					
2020 PAVEMENT MARKING	10,142.52	01670300-52272	PROPERTY MAINTENANCE	757920 PO-462628	20210068
	<b>10,142.52</b>				
<b>TIF 3 NORTH AND SCHMALE RD</b>					
SALES TAX-AUG 2020	-10,834.38	22000000-49340	SALES TAX CONTRIB - RDA#1	TIF3 11/30/20	
SALES TAX-AUG 2020	10,834.38	01720000-58340	SALES TAX TFR - RDA#1	TIF3 11/30/20	
SALES TAX-AUG 2020	10,834.38	22-11105	CASH - TRUST	TIF3 11/30/20	
	<b>10,834.38</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7, 2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>TITAN IMAGE GROUP, INC</b>					
UNIFORM ORDER	407.95	01696200-53324	UNIFORMS	57170 PO-3846	20210069
UNIFORM ORDER	733.09	04200100-53324	UNIFORMS	57170 PO-3846	20210069
UNIFORM ORDER	733.10	04100100-53324	UNIFORMS	57170 PO-3846	20210069
UNIFORM ORDER	1,692.20	01670100-53324	UNIFORMS	57170 PO-3846	20210069
	<b>3,566.34</b>				
<b>TRANSYSTEMS CORPORATION</b>					
2020 ITEP APPLICATION	12,500.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	INV-0003648030	20210074
LIES RD BIKE PATH PHASE II	3,436.90	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	08-3647224 PO-462609	20210007
	<b>15,936.90</b>				
<b>TYLER TECHNOLOGIES INC</b>					
CASHIER IMPLEMENTATION	260.80	04103100-52255	SOFTWARE MAINTENANCE	045-320248	
CASHIER IMPLEMENTATION	260.80	04203100-52255	SOFTWARE MAINTENANCE	045-320248	
CASHIER IMPLEMENTATION	782.40	01610100-52255	SOFTWARE MAINTENANCE	045-320248	
	<b>1,304.00</b>				
<b>U S POSTMASTER</b>					
POSTAGE WATER BILLS-NOV 2020	2,166.55	04103100-52229	POSTAGE	1529 11/25/20	
POSTAGE WATER BILLS-NOV 2020	2,166.55	04203100-52229	POSTAGE	1529 11/25/20	
	<b>4,333.10</b>				
<b>V3 CONSTRUCTION GROUP LTD</b>					
KEHOE BLVD STABILIZATION	235,175.00	11740000-55488	STORMWATER UTILITIES	1	20210075
	<b>235,175.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7, 2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>VERIZON WIRELESS</b>					
CELL PHONES 10/14-11/13/20	36.01	02385200-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	38.01	01652800-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	49.53	01610100-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	49.53	01640100-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	49.53	01642100-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	51.97	01662700-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	87.54	01600000-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	87.54	01690100-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	99.06	01680000-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	128.94	01643700-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	159.27	01590000-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	222.35	04100100-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	285.66	01620100-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	399.05	01652800-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	490.28	04200100-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	527.48	01670100-52230	TELEPHONE	9867023334	
CELL PHONES 10/14-11/13/20	3,127.19	01662700-52230	TELEPHONE	9867023334	
	<b>5,888.94</b>				
<b>VILLAGE OF CAROL STREAM</b>					
500 GARY AVE-VH 10/1-11/2/20	195.47	01680000-53220	WATER	01679346-20876	
960 GARY AVE-GAZEBO 10/2-11/2/20	-0.84	01680000-53220	WATER	01679629-21204	
960 GARY AVE-VISITOR CENTER 10/1-11/2/20	5.96	01680000-53220	WATER	01679348-20878	
	<b>200.59</b>				
<b>WEST SIDE TRACTOR SALES</b>					
NV RADIO	451.58	01696200-53354	PARTS PURCHASED	N99968	
NV-FILTERS	105.02	01696200-53354	PARTS PURCHASED	N99969	
	<b>556.60</b>				



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 7,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>WESTMORE SUPPLY CO</b>					
CONCRETE-361 CANYON TRL 10/8/20	593.88	01670500-53317	OPERATING SUPPLIES	R103644	
LEAK REPAIR-PEBBLE CREEK 10/28/20	533.75	04201600-52286	PAVEMENT RESTORATION	R104649	
	<u>1,127.63</u>				
<b>WHEATON BANK AND TRUST</b>					
WHEATON BANK FEES-OCT 2020	340.64	04103100-52256	BANKING SERVICES	7509063 OCT-2020	
WHEATON BANK FEES-OCT 2020	340.64	04203100-52256	BANKING SERVICES	7509063 OCT-2020	
WHEATON BANK FEES-OCT 2020	1,364.87	01610100-52256	BANKING SERVICES	7509063 OCT-2020	
	<u>2,046.15</u>				
<b>GRAND TOTAL</b>	<u><u><b>\$525,743.35</b></u></u>				

The preceding list of bills payable totaling \$525,743.35 was reviewed and approved for payment.

Approved by:



Bob Mellor – Village Manager

Date: 12/4/20

Authorized by:

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Frank Saverino Sr. – Mayor

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Sherry Craig- Deputy Village Clerk

**ADDENDUM WARRANTS**  
**November 17, 2020 Thru December 7, 2020**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll November 2, 2020 thru November 15, 2020	600,527.18
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll November 2, 2020 thru November 15, 2020	68,459.75
General	A C H	Wheaton Bank & Trust	Payroll November 16, 2020 thru November 29, 2020	576,750.74
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll November 16, 2020 thru November 29, 2020	63,760.38
				<b><u>1,309,498.05</u></b>

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

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

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



## Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • ROBERT MELLOR, MANAGER  
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899  
(630) 665-7050 • FAX (630) 665-1064  
www.carolstream.org

**PUBLIC NOTICE** is hereby given that the regularly scheduled meetings of the President and Board of Trustees and Commissions/Committees of the Village of Carol Stream are as follows for the calendar year, 2021

### VILLAGE BOARD MEETINGS

(1<sup>ST</sup> & 3<sup>RD</sup> Mondays each month)  
6:00 PM

January 4, 2021  
January 18, 2021  
February 1, 2021  
February 16, 2021  
March 1, 2021  
March 15, 2021  
April 5, 2021  
April 19, 2021

May 3, 2021  
May 17, 2021  
June 7, 2021  
June 21, 2021  
July 6, 2021  
July 19, 2021  
August 2, 2021  
August 16, 2021

September 7, 2021  
September 20, 2021  
October 4, 2021  
October 18, 2021  
November 1, 2021  
November 15, 2021  
December 6, 2021  
December 20, 2021

### PLAN COMMISSION/ZONING BOARD OF APPEALS

(2<sup>ND</sup> & 4<sup>TH</sup> Mondays each month)  
6:00 PM

January 11, 2021  
January 25, 2021  
February 8, 2021  
February 22, 2021  
March 8, 2021  
March 22, 2021  
April 12, 2021  
April 26, 2021

May 10, 2021  
May 24, 2021  
June 14, 2021  
June 28, 2021  
July 12, 2021  
July 26, 2021  
August 9, 2021  
August 23, 2021

September 13, 2021  
September 27, 2021  
October 11, 2021  
October 25, 2021  
November 8, 2021  
November 22, 2021  
December 13, 2021  
December 28, 2021

### FIRE/POLICE COMMISSION

(2<sup>ND</sup> Tuesday each month)  
5: 00 PM

January 12, 2021  
February 9, 2021  
March 9, 2021  
April 13, 2021

May 11, 2021  
June 8, 2021  
July 13, 2021  
August 10, 2021

September 14, 2021  
October 12, 2021  
November 9, 2021  
December 14, 2021

**POLICE PENSION BOARD**

(Quarterly)

10:00 AM

January 19, 2021

April 19, 2021

July 19, 2021

October 18, 2021

**LIQUOR COMMISSION**

There are no regularly scheduled meetings.  
The Commission meets only as cases arise.

I, Sherry L. Craig, Deputy Village Clerk for the Village of Carol Stream, DuPage County, Illinois do hereby certify that the above schedule was posted on the Public Information Bulletin Board at the Municipal Building, 500 N. Gary Avenue, Carol Stream, Illinois on the 7<sup>th</sup> day of December, 2020.



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Sherry L. Craig  
Deputy Village Clerk