

Village of Carol Stream

BOARD MEETING

AGENDA

OCTOBER 2, 2023

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 September 18, 2023 Village Board Meeting.
2. Approval but not release of Executive Session Minutes of the September 18, 2023 Village Board Meeting.

C. LISTENING POST:

1. Resolution No. 3327 Honoring Jane Lentino on her Retirement from the Village of Carol Stream.
2. Resolution No. 3328 Honoring Kathleen McNamara upon her 25th Anniversary of Employment with the Village of Carol Stream Police Department.
3. Resolution No. 3329 Honoring Brian Plackett upon his 20th Anniversary of Employment with the Village of Carol Stream Police Department.
4. Proclamation Declaring October as Hindu American Awareness and Appreciation Month.
5. Proclamation Designating October Manufacturing Month.
6. Proclamation Designating October National Community Planning Month.
7. Proclamation Designating October Breast Cancer Awareness Month.
8. Proclamation Designating October Cybersecurity Awareness Month.
9. Proclamation Recognizing October 2023 as Arts DuPage Month.
10. 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.

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F. BOARD AND COMMISSION REPORTS:

1. Plan Commission/Zoning Board of Appeals.

- a. 23-0033 – North Ave. TH LLC/Mainfreight - 27W364 North Ave.
*Zoning Map Amendment (I Industrial District) Upon Annexation
Special Use Permit – Motor Freight Terminal and Outdoor Vehicle Storage
Variation – Subdivision Code Regulations
Variation – Landscaping
Variation – Loading Dock Orientation
Variation – Fence
Plat of Consolidation*
Recommended Approval Subject to Conditions, 4-0-1
North Avenue Corridor Review
Approved Subject to Conditions, 4-0-1

No Village Board Action Required at this time. Notice of Public Hearing has been published, enabling the Village Board to conduct the Public Hearing on the Annexation Agreement at the October 16, 2023 Village Board meeting. Ordinances approving all requests, including Annexation of the property will be on the October 16, 2023 agenda for Village Board action.

- b. 23-0036 – Village of Carol Stream – 500 N. Gary Avenue
*Unified Development Ordinance Text Amendment – Video Gaming Café
Regulations.*
Case Withdrawn – No Village Board Action Required.

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Independent Contractor Agreements for Snowplowing. *Staff recommends approving the sample independent Contractor agreement and addendums for Snow Plowing and authorizing the Village Manager to sign Agreements with listed firms and rates, which include ADJ Concrete Construction Corp., Abbott Tree Care and Aspen Snow & Ice.*

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2. Motion to Approve an Agreement for Architectural Services with Kluber, Inc. for the Preliminary Planning and Design, Cost Estimating and Bidding for the Public Works Center Phase III Improvements Project up to the amount of \$124,000.00.

I. ORDINANCES:

1. Ordinance No. 2023-10-____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by decreasing the Number of Class PL Liquor Licenses from 6 to 5 (7-Eleven Inc. d/b/a 7-Eleven #38850H, 425 E. Geneva Road) and increasing the Number of Class PL Liquor Licenses from 5 to 6 (JSK2 Inc. d/b/a 7-Eleven #38850A, 425 E. Geneva Road).

J. RESOLUTIONS:

1. Resolution No. ____ Authorizing the Adoption of the 2023 DuPage County Multi-Jurisdictional Natural Hazard Plan. *Staff recommends adoption of the 2023 DuPage County Multi-Jurisdictional Natural Hazard Plan, which will allow the Village to obtain federal grant funding in the event of a natural hazard.*
2. Resolution No. ____ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends declaring designated Public Works Equipment surplus and be authorized to dispose of the property as proposed pursuant to the provisions of Section 5-8-15 of the Carol Stream Code of Ordinances.*

K. NEW BUSINESS:

1. Amplification Permit – Carol Stream Chamber of Commerce. *Request for approval of an Amplification permit, earlier start time and waiver of the fee for their Strides For Scholarships 5K event on October 7, 2023 at Fountain View Recreation Center.*

L. PAYMENT OF BILLS:

1. Regular Bills: September 19, 2023 through October 2, 2023.
2. Addendum Warrants: September 19, 2023 through October 2, 2023.

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M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: *Revenue/Expenditure Statements and Balance Sheet for the Month ended August 31, 2023.*

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2023-09-41	LAST RESOLUTION	3326
NEXT ORDINANCE	2023-10-42	NEXT RESOLUTION	3327

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

September 18, 2023

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

Present: Trustees Joe Anselmo, Jeff Berger, John Zalak, Rick Gieser, Mary Frusolone and Matt McCarthy, Village Clerk Julia Schwarze and Mayor Frank Saverino, Sr.

Absent: None

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Assistant to the Village Manager Brianna Bacigalupo, Community Development Director Don Bastian, Director of Engineering Services Bill Cleveland, Public Works Director Brad Fink, Chief of Police Bill Holmer, Human Resources Director Caryl Rebholz, Information Technology Director Marc Talavera and Village Attorney Jim Rhodes

ROLL CALL AND PLEDGE OF ALLEGIANCE: *All present*

MINUTES:

Trustee McCarthy moved and Trustee Anselmo made the second to approve the Minutes of the August 21, 2023 Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

Abstain: 1 Trustee Frusolone

Absent: 0

The motion passed.

LISTENING POST:

1. Presentation of a Life Saving Award to Police Officer Richard Blair - *Life Saving Award presented to Officer Richard Blair by Deputy Police Chief Don Cummings.*
2. Resolution No. 3321 Honoring Camillo Incrocci upon his 25th Anniversary of Employment with the Village of Carol Stream Police Department - *Resolution read by Trustee Frusolone and approved unanimously by roll call vote.*
3. Resolution No. 3322 Honoring Carol Cadle upon her 25th Anniversary of Employment with the Village of Carol Stream Police Department - *Resolution read by Trustee Zalak and approved unanimously by roll call vote.*
4. Resolution No. 3323 Honoring Steven Cadle upon his 25th Anniversary of Employment with the Village of Carol Stream Police Department - *Resolution read by Trustee Berger and approved unanimously by roll call vote.*
5. Resolution No. 3324 Honoring Steven Dumoulin upon his 25th Anniversary of Employment with the Village of Carol Stream Police Department - *Resolution read by Trustee Anselmo and approved unanimously by roll call vote.*
6. Resolution No. 3325 Honoring Donald Cummings upon his 20th Anniversary of Employment with the Village of Carol Stream Police Department - *Resolution read by Trustee McCarthy and approved unanimously by roll call vote.*
7. Proclamation Recognizing National Rail Safety Week from September 18 to September 24, 2023 - *Proclamation read by Trustee Gieser.*
8. Addresses from Audience (3 Minutes).

Electronic comment from Katelyn Foehner inquiring into the status of a dispensary in Carol Stream – read by Village Clerk Schwarze.

Electronic Comment from Angelica Saltigerald inquiring into the feasibility of converting the Birchbark detention facility into a community garden – read by Village Clerk Schwarze.

Jenn Pauling expressed her concerns regarding the sewer line at 463 Thunderbird Trail.

CONSENT AGENDA:

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

Ayes: 6 Trustees Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

Trustee Gieser 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 Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

Trustee McCarthy moved and Trustee Anselmo 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 Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

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

2023 Pavement Marking Project – Change Order No. 2:

The Village Board approved Change Order No. 2 in the amount of \$8,051.77 to Superior Road Striping, Inc. for the 2023 Pavement Marking Project.

Klein Creek Trail Landscape Contract – Kuhn to Thunderbird/Bennett:

The Village Board approved a contract to ENCAP Incorporated for the total price of \$121,758.50 for the Klein Creek Trail Landscape pursuant to the provisions of Section 5-8-14(A & B) of the Carol Stream Code of Ordinances.

Klein Creek Trail Pedestrian Bridge – Kuhn to Thunderbird/Bennett:

The Village Board approved a contract to Wheeler Lumber, LLC for the total price of \$47,435.00 for the Klein Creek Trail Pedestrian Bridge.

Klein Creek Trail Safety Fence – Kuhn to Thunderbird/Bennett:

The Village Board approved a contract to Action Fence Contractors Inc. in the amount of \$39,298.00 for installing a Safety Fence pursuant to the provisions of Section 5-8-14(C) of the Carol Stream Code of Ordinances.

Pond and Stream Maintenance-FY 23/24 Native Plant Management, Change Order No. 01:

The Village Board approved Change Order No. 01 to Bedrock Earthscapes, LLC in the amount of \$1,500.00 for the WRC Compensatory Storage Basin.

Phase II Hydraulic Model Calibration – Change Order No. 01:

The Village Board approved Change Order No. 01 and awarded Phase II of the Professional Services Agreement without bids in accordance with Ordinance Section 5-8-14(A) for Engineering Services to Trotter and Associates, Inc. for Phase II Hydraulic Model Calibration in an amount not-to-exceed \$19,100.00

Ordinance No. 2023-09-41 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by decreasing the Number of Class P Liquor Licenses from 3 to 2 (7-Eleven Inc. d/b/a 7-Eleven #33408J, 550 W. Army Trail Road) and increasing the Number of Class PL Liquor Licenses from 5 to 6 (Simandhar Swami Inc. d/b/a 7-Eleven #33408D, 550 W. Army Trail Road):

The Village Board approved a Class PL Liquor License to Simandhar Swami Inc. d/b/a 7-Eleven #33408D located at 550 W. Army Trail Road.

Resolution No. 3326 Declaring Surplus Property Owned by the Village of Carol Stream:

The Village Board declared surplus vehicles 643 and 644, which are both 2014 Dodge Durangos and two (2) truck bed caps and are to be sold by the Police Department via auction.

Raffle License Application – Community Consolidated School District 93 (CCSD93):

The Village Board approved a raffle license and waiver of the fee and manager's fidelity bond for their D93 Kids Foundation Trivia Night to be held at the American legion Post 76 on October 14, 2023.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved and confirmed prior processing of payments of Regular Bills dated September 5, 2023 in the amount of \$216,153.34. The Village Board approved and confirmed prior processing of the payment of Addendum Warrant of Bills from August 22, 2023 thru September 5, 2023 in the amount of \$692,861.61.

The Village Board approved payment of Regular Bills dated September 18, 2023 in the amount of \$2,101,517.11. The Village Board approved the payment of Addendum Warrant of Bills from September 6, 2023 thru September 18, 2023 in the amount of \$696,116.95.

REPORT OF OFFICERS:

Trustee Anselmo welcomed back Trustee Frusolone; congratulated all police officers on their employment anniversaries and thanked them for their service; announced the upcoming Carol Stream Fire District Open House, Fall Fest and annual Halloween decorating contest; commended the police department's Neighborhood Roll Call; encouraged residents to watch their speed; and wished his wife a happy birthday.

Trustee Berger announced details of the October 7th Carol Stream Chamber of Commerce Strides for Scholarships 5K; congratulated Officer Blair and all police staff celebrating service anniversaries; and encouraged residents to come out to Fall Fest on Saturday September 23rd.

Trustee Zalak congratulated the officers celebrating service anniversaries and stated what a privilege it was to have worked with them; thanked Officer Blair for going beyond the call of duty to save a life; and asked that we keep first responders and the military in our thoughts and prayers.

Trustee Gieser commended all the police officers on their service anniversaries and Officer Blair on his life-saving award; encouraged residents to attend Fall Fest; and gave details of the Halloween decorating contest.

Trustee Frusolone congratulated Detective Blair on his life-saving award and all the officers who received their service awards tonight; and thanked Carol Streamians for their love and support as she lost her mother to cancer.

Trustee McCarthy commended Trustee Frusolone on her report.

Assistant to the Village Manager Bacigalupo announced details of Fall Fest on September 23rd.

Village Clerk Schwarze commended Officer Blair on his life-saving award and all officers on their service anniversaries; encouraged residents to sign up for CERT beginning October 5th; invited seniors to sign up for the DuPage Senior Citizens Council meal distribution program; and reminded residents to shop and dine Carol Stream.

Attorney Rhodes congratulated Officer Blair and all officers celebrating service anniversaries.

Village Manager Mellor congratulated Carol Stream officers honored at the MADD awards banquet as heroes in the fight against impaired driving, and Commander Cluever who stood in for Officer Dan Stafiej to present the Brian Miller award and the Dan Stafiej DRE of the Year Award; gave an update on the Klein Creek Stabilization Project and the Lies Road extension path; and announced postponement of the WRC Open House to next year.

Mayor Saverino commended Officer Blair and all officers celebrating their anniversaries; thanked Trustee Frusolone for her heartfelt speech; wished his wife a happy birthday; encouraged residents to attend Fall Fest; and commended One Team Carol Stream.

At 7:20 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting to Executive Session to discuss the setting of a price for sale or lease of property owned by the public body, then to adjourn directly from Executive Session. The results of the roll call vote were as follows:

Ayes: 6 Trustees Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

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

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
September 11, 2023.***

Mr. Farace stated since Chairman Parisi was absent an Acting Chairman would need to be nominated. Commissioner Petella made a motion to nominate Commissioner Tucek and Commissioner Meneghini seconded the motion.

Acting Chairman Tucek called the Regular 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 vote were:

Present: 4 Commissioners Battisto, Meneghini, Petella, and Acting Chairman Tucek

Absent: 3 Commissioners Christopher, Morris and Chairman Parisi

Also Present: Tom Farace, Planning and Economic Development Manager; Bravo Berisha, Assistant Planner; Patty Battaglia, Planning and Permitting Assistant and a representative from County Court Reporters

MINUTES:

Commissioner Petella moved and Commissioner Battisto seconded the motion to approve the minutes of the Regular Meeting held on July 24, 2023.

The results of the roll call vote were:

Ayes: 4 Commissioners Battisto, Meneghini, Petella, and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Christopher, Morris and Chairman Parisi

The motion passed by a unanimous vote.

PUBLIC HEARING:

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

The results of the roll call vote were:

Ayes: 4 Commissioners Battisto, Meneghini, Petella, and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Christopher, Morris and Chairman Parisi

The motion passed by unanimous vote.

Case #23-0033 – North Avenue TH LLC / Mainfreight – 27W364 North Avenue

Zoning Map Amendment Upon Annexation

A Special Use Permit for a Motor Freight Terminal

Landscaping Variation

Loading Dock Variation

Fence Variation

North Avenue Corridor Review

Plat of Consolidation

Acting Chairman Tucek swore in Mr. Connor Harmon, Timber Hill Group/Mainfreight, 8770 W. Bryn Mawr, Chicago, IL; Mr. James Defily, Timber Hill Group/Mainfreight, 10707 Franklin Avenue, Franklin Park, IL and Mr. Fred Thaete, Cage Engineering, 2200 Cabot Drive, Lisle, IL.

Mr. Harmon stated we are proposing to develop an office and terminal development at 27W364 North Avenue. The site is approximately 15.8 acres and consists of two buildings on site totaling just over 4,025 square feet. The property currently exists in unincorporated DuPage County. Earlier this year under the entity North Avenue TH LLC, the parent company Timber Hill Group, purchased the property and DuPage County approved our development on June 27, 2023. Our proposal is for a 37,100 square foot terminal with a 20,000 2-story office and that is a 10,000 square foot, footprint. Therefore, the total footprint is 47,100 square feet. We propose 81 dock positions, 1 drive-in door, 92 auto stalls, 44 tractor stalls and 86 trailer stalls. From a setback perspective, we maintain at least a 60 foot setback to all single family residential to the north and east and exceed that in most areas. There is a 21 foot setback to the adjacent eastern property and over 150 foot setback to the southern property line abutting North Avenue, and at least a 32 foot setback to the western property line abutting Morton Road.

In regards to landscaping, we propose a 60 foot forested and natural buffer which will be established and maintained along the northern and eastern property line. A berm to the west will be installed along Morton Road which will consist of significant landscaping. We are pursuing a foundation landscape variation along the southern building façade. We plan to exceed code from a landscape perspective on other areas of the site. Finally, Mainfreight is interested in installing several sustainable design elements including drain water collection, rooftop solar panels, and EV charging stations all with a goal of nearing a net zero, building energy use.

From a photometric perspective, all exterior lighting will meet code and the light will not spill over into adjacent properties.

From a storm water perspective, all infrastructure is designed in accordance with the county wide Storm Water Management Ordinance and everything will be built to code.

From an architectural perspective, the building will feature a significant amount of glass, insulated precast panels and various outdoor amenity features which will be utilized by on-site employees. Mainfreight will be relocating their North American headquarters operation to this location and will bring up to 50-60 high quality jobs. Normal office operations will be 7 a.m.- 5 p.m., Monday through Friday. The site will see approximately 24 Mainfreight owner/operator truck drives a day. Truck traffic would preliminarily be 7-9 a.m. and returning throughout the day. Trucks will utilize both access points, will not idle and there will be no refrigerated trailers. The operation does have the ability to expand, but the majority of the yard will be for storage purposes. The traffic study states there is efficient, reserve capacity to accommodate the traffic to be generated by the proposed facility. Full access will be on Morton Road. The southern access will be right-in only. We will ensure efficient and flexible access. Signage and a modified curb design will prohibit trucks from turning right on Morton Road.

We feel our proposals are within the purpose and intent of the UDO by providing a world class terminal office building, relocating a company's headquarters to this location will provide up to 60 high quality jobs, and significantly improving the existing property. Further, our development decreases the amount of truck and auto trips daily, removes the dust nuisance from the previous use, improves storm water

infrastructure on the site and surrounding properties, and will significantly raise the assessed value of the property which will result in additional tax revenue for the Village. Overall, we believe Mainfreight will be a great addition to the Village.

Acting Chairman Tucek asked for any questions or comments from the audience and there were none.

Mr. Farace stated there are a variety of items being requested tonight.

- Rezone the property upon annexation to Industrial
- Special Use Permit for a motor freight terminal
- Variations associated with the truck docks on the south side of the building
- Variation to allow a fence to be located in the front yard
- North Avenue Corridor Review
- Plat of Consolidation to consolidate the existing lot

As Staff was reviewing plans, we discovered there were a few other requests that needed to be called out as variations as well as a Special Use request for the outdoor vehicle storage. These were not included in the initial Public Notice. Therefore, we will have the discussions tonight and then continue the hearing on September 25th, 2023, to discuss those other items. The vote for the whole project in its entirety will take place at the next meeting on September 25th.

As indicated, this proposal will be for the North American Headquarters for Mainfreight, a logistics company which is based in New Zealand, which will be relocated here in Carol Stream.

Staff is supportive of rezoning the property upon annexation to Industrial.

This property will have one user, Mainfreight, so the number of trucks coming in and out of the property will be controlled. A traffic study was provided and a portion of the trucks will be out for longer hauls which limits the amount of truck traffic on the property. Staff questioned the amount of truck trailer parking on the north side. Since this is the headquarters, there will be a surplus of trucks and trailers to accommodate the product movement. Staff would like to see some type of physical barrier to ensure trucks do not go Northbound on Morton Road. Likewise, there were some concerns with the proposed, right-in south driveway only which is very close to the Morton Road and North Avenue intersection. If you were to allow trucks to exit at that location, there would be a potential backup right at that intersection which does not have a traffic signal. The Village and Mainfreight would love to have a traffic signal at that intersection, it has been reviewed by IDOT and they deemed the amount of traffic is not sufficient enough to qualify for a signal. Parking is more than adequate and Staff is appreciative of the landscaping proposed for the property which meets UDO requirements. The proposed building elevation is very sleek and modern with color bands along the North Avenue corridor and the two-story component is sharp looking with a lot of glass and a large canopy feature for the entrance. This meets the components of our North Avenue Corridor regulations within the UDO and Staff is supportive of those.

There are three variations that are being requested tonight and then there will be a few other variations that will need to be reviewed in two weeks. The loading dock variation is requested because the UDO states that service areas should not be visible from the roadway. This is being requested due to the property being wider at the south end and then narrows as you go further North. Therefore, the building needed to be reoriented in order to work. The loading docks will be approximately 200 feet away from North Avenue which is a good distance away.

In our code, we ask that fencing not be installed passed the front of the building, but there is a 6 foot tall, open fence along the north and east side of the property and will extend passed the terminal building to the northeast corner of the detention building. It has an open end design and will not block any visibility of traffic. Staff is comfortable supporting this variation request. Although, we are recommending the fence be carried along the west side of the property for a continuity and aesthetics perspective.

There are other variations that have to do with upgrades to Morton Road and will be discussed in a few weeks as well as another Special Use Permit for outdoor vehicle storage.

Since there are separate lots, there will be a plat of consolidation into just one lot. Staff is supportive of consolidating the lot.

Staff is supportive of the project and we are recommending approval, but ask that the Plan Commission have their vote in two weeks when we review the other items.

Acting Chairman Tucek asked for questions from the Commission.

Commissioner Battisto asked about the fence extension all the way to the setback.

Mr. Harmon replied the plans will be revised before the next meeting, and it would go just north of the detention area and would not include the auto stalls.

Commissioner Battisto asked about the IDOT restriction of turning only right into the property. Are there any restrictions in regards to the egress. Can you head east or west from Morton onto North Avenue.

Mr. Harmon replied we have not heard of any restrictions by IDOT at this point.

Commissioner Battisto stated so there will be trucks potentially turning to head east on North Avenue. That median is not long enough to support a full size truck. Cars will get to that easement and wait to complete their turn east. This will not be available to Mainfreight. Do you see that being a problem.

Mr. Harmon stated both our preferences is to have a signal, but that is not an option. I think our main point is there will be a lot less trucks doing that with this new use. We haven't seen that as an issue by any means.

Commissioner Battisto stated he appreciates Mainfreight bringing their headquarters to Carol Stream, but we just want to make sure that things are going to work properly. This next question is for Mr. Farace, when you're talking about the industrial park we have, all the roads are very wide. Morton Road is basically a side street but without curbs. Is that wide enough.

Mr. Farace stated we will review all of that more thoroughly. Keep in mind at the southwest corner of this property there is another distribution facility which is somewhat similar. They can go eastbound on North easily, but if they wanted to go westbound on North, they might have to be creative and go to the next roadway.

Commissioner Petella asked how many trucks can you stack up from your north exit to North Avenue.

Mr. Harmon replied I would have to get an exact number, but if I speculate, I would say four to five.

Commissioner Petella asked what do you need 81 docks for if you're going to have 20 trucks leaving every day. Do you foresee this is going to boom. Are we talking 20 trucks today, but then 40 trucks, 60 trucks, 80 trucks in the future.

Mr. Defily stated he works for Mainfreight as a Property Manager for North America. Regarding the size of the property, right now all of that data is based off of our current in and out use on a daily basis in Franklin Park. Our future plans are when we move into this facility on day one we won't be operating at full capacity. The goal is to continue to grow throughout North America.

Commissioner Petella asked how many docks do you have in Franklin Park.

Mr. Defily replied 18.

Commissioner Petella responded so you are going to go 4 times bigger than what you have now.

Mr. Defily replied correct. And the goal here is we continue to build our network throughout the United States. Other cities and larger markets would then come on and would end up increasing our paths through Chicago here. It will also build our network within the Chicagoland area.

Commissioner Petella stated with that will come more traffic then too. Nobody ever builds more than what they think they are going to need. He then asked if the mechanicals for the office building will be shielded from the roadway.

Mr. Harmon stated we would follow all Village code related to that.

Commissioner Petella asked if they were going to put their name on top of the building and how much solar panel space are you going to need.

Mr. Harmon stated that is an option but we have not gone through final design of that but we want to maximize as much as we can per code and the sign might be on the hammerhead of the office.

Commissioner Petella asked if there would be security gates and if there would be landscaping on the other side of the parking lot in front of the retention pond.

Mr. Harmon stated there would be security gates and there are some existing trees and shrubs and we have some proposed there as well, but if we need to beef that up a little bit we can. At this point I think we meet code.

Mr. Farace stated we would want to work with our Civil and Storm Water Engineers since that is a detention basin because you are somewhat limited as to what you can plant there because it slopes into the pond.

Commissioner Petella stated your property is low. Is that going to be raised up to grade or to the height of North Avenue or will it remain. And, since you are incorporating into Carol Stream, you're going to be tying into our sewers and our water and all that. Is that all figured out.

Mr. Thaete from Cage Engineering stated yes, it will be elevated above and will not be at its current level. You've got sanitary sewer and water main along North Avenue for us to tie into.

Commissioner Meneghini had no questions but complimented the Staff on an excellent report and commentary.

Acting Chairman Tucek agreed with Commissioner Meneghini and stated it was an excellent report on both sides. He then asked if there was going to be a scale on site.

Mr. Defily replied we had intentions to do so if it was allowable by code.

Mr. Farace stated we would want to see where it will be located on the site.

Acting Chairman Tucek stated on the left turn south out onto Morton Road, my concern is the response for emergency will be from the fire station to the north on Lies Road. If they are heading south on Morton, it would make it a lot easier to make that left in if there was not an obstruction to turn there.

Mr. Farace stated we are suggesting that the north curb be modified to the point where you can't turn out. If a fire truck needs to get to this property, they are going to go in through any driveway if there is a fire.

Acting Chairman Tucek asked what are your freight commodities. Are you doing any hazardous freight.

Mr. Defily replied no dangerous good products. A lot of it is home improvement products, home fitness, industrial materials but no dangerous materials.

Acting Chairman Tucek stated docks will have blinking lights. Do you have the ability to turn those off on the docks facing North Avenue. I understand there for safety.

Mr. Defily asked are you talking about the structure itself or the vehicles.

Acting Chairman Tucek stated the dock lights. The green, red blinking lights. Some places leave them blinking all the time.

Mr. Defily stated he would have to confirm.

Acting Chairman Tucek stated since you do not have fueling on site, I assume you're going to purchase your fuel through a Carol Stream location. This comment was made in light – we do care about our neighbors.

Acting Chairman Tucek asked for a motion for a continuance. Commissioner Battisto moved and Commissioner Petella seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 4 Commissioners Battisto, Meneghini, Petella, and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Christopher, Morris and Chairman Parisi

The motion passed by unanimous vote.

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

The results of the roll call vote were:

Ayes: 4 Commissioners Battisto, Meneghini, Petella and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Christopher, Morris and Chairman Parisi

The motion passed by unanimous vote.

NEW BUSINESS:

PRESENTATION:

OLD BUSINESS:

OTHER BUSINESS:

ADJOURNMENT:

At 6:55 p.m. Commissioner Petella moved and Commissioner Battisto seconded the motion to adjourn the meeting.

The results of the roll call vote were:

Ayes: 4 Commissioners Battisto, Meneghini, Petella, and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Christopher, Morris and Chairman Parisi

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Patty Battaglia
Planning and Permitting Assistant

Minutes approved by Plan Commission on this ____ day of _____, 20____.

Acting Chairman

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

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
September 25, 2023.***

Chairman Parisi called the Regular 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 vote were:

Present: 5 Commissioners Battisto, Christopher, Morris, Tucek and Chairman Parisi

Absent: 2 Commissioners Meneghini and Petella

Also Present: Tom Farace, Planning and Economic Development Manager; Patty Battaglia, Planning and Permitting Assistant; a representative from County Court Reporters

MINUTES:

Commissioner Tucek moved and Commissioner Battisto seconded the motion to approve the minutes of the Regular Meeting held on September 11, 2023.

The results of the roll call vote were:

Ayes: 3 Commissioners Battisto, Morris, and Tucek

Nays: 0

Abstain: 2 Commissioner Christopher and Chairman Parisi

Absent: 2 Commissioners Meneghini and Petella

The motion passed by a majority vote.

PUBLIC HEARING:

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

The results of the roll call vote were:

Ayes: 5 Commissioners Battisto, Christopher, Morris, Tucek and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioners Meneghini and Petella

The motion passed by unanimous vote.

Case #23-0033– North Avenue TH LLC/Mainfreight – 27W364 North Avenue

A Special Use Permit for Outdoor Vehicle Storage

Variations from Subdivision Regulations

Chairman Parisi swore in Mr. Connor Harmon, Timber Hill Group/Mainfreight, 8770 W. Bryn Mawr, Chicago, IL; Mr. James Defily, Timber Hill Group/Mainfreight, 10707 Franklin Avenue, Franklin Park, IL

Mr. Harmon stated we propose a world class terminal and office facility at 27W364 North Avenue. The site is located at the northeast corner of Morton Road and North Avenue where we propose a 57,100 square foot facility in which 37,100 square feet of that would be terminal and 20,000 of that would be office. There will be 81 dock doors, one drive in door, 92 auto stalls, 44 tractor stalls and 86 trailer parking stalls. Access overall is provided via full access to the north on Morton Road and secondarily there is an access to the south that is right-in only. From a setback perspective, we were sensitive to the residential area to the north as well as the North Avenue corridor to the south and all setback requirements are met per the UDO. There will be site detention as well as underground detention. Significant landscaping will be installed above code levels and all exterior lighting will meet code. The building will feature a significant amount of glass and typical insulated, precast panels with many outdoor amenity features to be utilized by on-site employees. Overall, the facility has more of an office feel than an industrial building. Should the development be approved, Mainfreight will be relocating their North American Headquarters from Los Angeles to this facility which will bring 50-60 high quality jobs as well.

Changes from the September 11th meeting include a revised fence height showing the entire location being enclosed along with security gates at both access points. A dumpster enclosure and trash compactor note on the site plan which will be on the north side not viewable to North Avenue. The north access curb line has been modified to eliminate the maneuverability for semi-trucks to turn right on Morton Road. The right in access has also been widened per Village direction.

The new requests are for the Village to dedicate 7 feet of land to the right of way which we are amendable to and a Special Use Permit for outdoor vehicle storage. We feel our proposals are within the purpose and intent of the UDO by providing a world class terminal office building and relocating a company's headquarters to this location will provide up to 60 high quality jobs, as well as significantly improving the existing property. Further, our development decreases the amount of truck and auto trips daily, removes the dust nuisance from the previous use, improves storm water infrastructure on the site and surrounding properties, and will significantly raise the assessed value of the property which will result in additional tax revenue for the Village. Overall, we believe Mainfreight will be a great addition to the Village.

Chairman Parisi asked for questions or comments from the audience and there were none.

Mr. Farace began his Staff Report by stating components of this project were previously reviewed on September 11th and the new requests for tonight's review will be for a Special Use Permit for outdoor vehicle storage and variations from subdivision regulations. The majority of the truck and trailer parking will be north of the existing building which will be screened by landscaping. Staff is supportive of the Special Use Permit. The variations associated with proposed improvements to Morton Road are due to the property being annexed into the Village because it is currently in unincorporated DuPage County. Proposed improvements to Morton Road are to meet the standard that Wayne township would require for a section of the road which was approved with the Village Engineer. Staff recommended plan changes which have been modified and Staff is supportive of the project and various requests.

Chairman Parisi asked for questions or comments from the Commission.

Commissioner Battisto asked if there will be any hazardous materials transported or stored in the vehicles on site.

Mr. Defily replied we do not transport any dangerous goods so there won't be any present on site. Commissioner Tucek had no questions.

Commissioner Christopher asked if there is a parapet on top of the building.

Mr. Farace stated there is and it is very small.

Commissioner Christopher asked if roof top units were going up there and if screening would be provided.

Mr. Farace stated yes, they are set back and will have to meet the requirements of the UDO.

Commissioner Morris stated the presentation was excellent and then asked about the noise that might be generated along the north side where the residential area is located. Will the eight foot fence be like a barrier wall to reduce noise especially since your operation is 24/7 with busy hours of 4-7 a.m. and 7-10 p.m. There are families that need to get to sleep and I'm wondering if you have some noise barriers for that northern section.

Mr. Harmon replied besides landscaping on the plan we don't. But if we need to put up a board-on-board fence or privacy fence we can if requested.

Commissioner Morris asked Mr. Farace how far are they from the residential properties.

Mr. Farace stated a minimum of 100 feet away.

Mr. Harmon stated roughly 115 feet on the north side. Once you get more east, then it is like 60 feet.

Commissioner Morris stated with families needing to sleep, is 60 or 100 feet a good noise barrier.

Mr. Harmon stated in their opinion it is. A lot of the area to the north will be mainly storage so there will not be a lot of trip generation on that northern side. Most of the trucks will be around the terminals.

Chairman Parisi did not have any questions.

Chairman Parisi asked for a motion for case #23-0033 for the North Avenue Corridor Review.

Commissioner Christopher moved and Commissioner Tucek seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 4 Commissioners Battisto, Christopher, Morris, Tucek

Nays: 0

Abstain: 1 Chairman Parisi

Absent: 2 Commissioners Meneghini and Petella

The motion passed by a majority vote.

Chairman Parisi asked for a motion for case #23-0033 for the following:

- Zoning Map Amendment Upon Annexation
- Special Use Permits for a Motor Freight Terminal and Outdoor Vehicle Storage
- Landscaping Variation
- Loading Dock Variation
- Plat of Consolidation
- Fence Variation
- Variations from Subdivision Regulations

Commissioner Christopher moved and Commissioner Tucek seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 4 Commissioners Battisto, Christopher, Morris, Tucek

Nays: 0

Abstain: 1 Chairman Parisi

Absent: 2 Commissioners Meneghini and Petella

The motion passed by a majority vote.

This case will go before the Village Board on Monday, October 16, 2023, at 6:00 PM for review.

Case #23-0036– Village of Carol Stream – 500 N. Gary Avenue (Video Gaming Cafes)

Chairman Parisi swore in Mr. Farace.

Mr. Farace stated after further review, we decided to not make any changes at this time so this case has been withdrawn.

PUBLIC HEARING:

Chairman Parisi asked for a motion to close the Public Hearing. Commissioner Christopher moved and Commissioner Tucek seconded the motion.

The results of the roll call vote were:

Ayes: 5 Commissioners Battisto, Christopher, Morris, Tucek and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioners Meneghini and Petella

The motion passed by unanimous vote.

PRESENTATION:

NEW BUSINESS:

Mr. Farace provided an update on previous cases and there was a brief discussion about Feugo.

OLD BUSINESS:

OTHER BUSINESS:

ADJOURNMENT:

At 6:29 p.m. Commissioner Christopher moved and Commissioner Tucek seconded the motion to adjourn the meeting.

The results of the roll call vote were:

Ayes:	5	Commissioners Christopher, Meneghini, Morris, Petella, Tucek and Chairman Parisi
Nays:	0	
Abstain:	0	
Absent:	2	Commissioners Meneghini and Petella

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

 Patty Battaglia
 Planning and Permitting Assistant
 Minutes approved by Plan Commission on this ____ day of _____, 20____.

 Chairman

**A RESOLUTION HONORING JANE LENTINO
ON HER RETIREMENT FROM THE
VILLAGE OF CAROL STREAM**

WHEREAS, Jane Lentino joined the Village of Carol Stream Community Development Department as Secretary on October 10, 2016; and

WHEREAS, Jane Lentino was promoted to the position of Permit Systems Coordinator on September 10, 2020; and

WHEREAS, in her role as Permit Systems Coordinator, Jane Lentino processed over 4,600 building permit applications and over 950 online permit applications, and

WHEREAS, Jane Lentino actively participated in several Community Development Department improvement initiatives, including online permitting, electronic plan reviews, and acceptance of payment for online permits; and

WHEREAS, Jane Lentino was often a first point of contact for Community Development Department customers, and in this capacity, she greeted and served customers with a positive, helpful, customer-first attitude; and

WHEREAS, in February 2022, Jane Lentino received International Code Council certification as a Permit Technician, demonstrating her knowledge and commitment in serving the Village's building permit customers; and

WHEREAS, Jane Lentino has decided to retire after almost seven years of service with the Village of Carol Stream, effective October 2, 2023.

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

Section 1: Jane Lentino's dedication, professionalism and integrity while working for the Village of Carol Stream are hereby recognized and commended.

Section 2: Jane Lentino is wished the very best of health and happiness in the future.

This Resolution shall be in full force and effect from and after its passage and as approved by law.

PASSED AND APPROVED THIS 2nd DAY OF OCTOBER, 2023

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

RESOLUTION NO. 3328

**A RESOLUTION HONORING KATHLEEN McNAMARA
UPON HER 25th ANNIVERSARY OF EMPLOYMENT WITH THE
VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, Kathleen McNamara was hired as a Social Worker for the Village of Carol Stream on July 28, 1997; and

WHEREAS, Kathleen McNamara has been honored with several commendations during her career; and

WHEREAS, Kathleen McNamara has been our primary liaison with our Hispanic community; and

WHEREAS, Kathleen McNamara has been the primary coordinator with the Martin Luther King celebrations; and

WHEREAS, Kathleen McNamara has a passion for working with our senior citizens and forged relationships with them and other senior service providers; and

WHEREAS, Kathleen McNamara is the creator and facilitator of the Carol Stream Providers Network; and

WHEREAS, Kathleen McNamara was promoted to Social Service Supervisor in September of 2020; and

WHEREAS, Kathleen McNamara cares deeply for the well-being of our Police employees and oversees the Police Department's Wellness Program; and

WHEREAS, Kathleen McNamara has been employed as a public servant for twenty-five years as a Social Worker with the Village of Carol Stream.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, on behalf of all the former and present elected and appointed officials and residents of Carol Stream, that:

SECTION 1: The services and dedication Kathleen McNamara provides to the Village of Carol Stream, her accomplishments in assisting all citizens and providing a valuable service to the residents of Carol Stream are hereby recognized and commended.

SECTION 2: Kathleen McNamara is wished the very best of happiness and health in her continued employment with the Village of Carol Stream.

This Resolution shall be in full force and effect from and after its passage and as approved by law.

PASSED AND APPROVED ON THIS 2nd DAY OF OCTOBER, 2023.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

**A RESOLUTION HONORING BRIAN PLACKETT
UPON HIS 20th ANNIVERSARY OF EMPLOYMENT WITH THE
VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, Brian Plackett joined the Carol Stream Police Department as Police Officer on September 29, 2003; and

WHEREAS, Brian Plackett has either served, or continues to serve, in a multitude of capacities, divisions and specialties that includes Field Training Officer, Traffic Officer, Accident Investigator, Standard Field Sobriety Test Instructor, Defensive Tactics Instructor, Rapid Deployment Instructor and Fraternal Order of Police Union President; and

WHEREAS, Brian Plackett has been honored with several commendations during his career; and

WHEREAS, Brian Plackett has been employed as a public servant for twenty years as a police officer with the Village of Carol Stream Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, on behalf of all the former and present elected and appointed officials and residents of Carol Stream, that:

SECTION 1: Officer Brian Plackett's service and dedication to the Village of Carol Stream and accomplishments in the field of law enforcement are hereby recognized and commended.

This Resolution shall be in full force and effect from and after its passage and as approved by law.

PASSED AND APPROVED ON THIS 2nd DAY OF OCTOBER, 2023

Ayes:

Nays:

Absent:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

**PROCLAMATION DECLARING OCTOBER AS
HINDU AMERICAN AWARENESS AND APPRECIATION MONTH**

WHEREAS, the Village of Carol Stream and the nation have been influenced by the extraordinary cultural, ethnic, linguistic, and religious diversity of its residents; and

WHEREAS, there is an estimated one billion Hindus worldwide, and approximately 3.4 million Hindu Americans living across the nation; and

WHEREAS, Hindu Americans represent diverse ethnic backgrounds, including individuals of Indian, Pakistani, Bangladeshi, Malaysian, Indonesian, Afghani, Nepali, Bhutanese, Sri Lankan, Fijian, Caribbean, and European descent; and

WHEREAS, our community and our nation have greatly benefited from Hindu Americans, especially through the Vedanta philosophy, Ayurvedic medicine, classical Indian art, dance, music, meditation, yoga, literature, and community service; and

WHEREAS, Hindus actively engage in seva, a Sanskrit word for selfless service, towards their fellow human beings through charity, public service, and the provision of free medical and legal services; and

WHEREAS, Ahimsa, which is the Sanskrit word for non-injury or nonviolence, is a central principle for Hindu Americans and it provides the ethical foundation for vegetarianism, environmentalism, and harmonious living; and

WHEREAS, Hindu Americans celebrate numerous holidays and festivals, such as Diwali, which celebrates the victory of good over evil and knowledge over ignorance; and

WHEREAS, this year, Diwali will be celebrated on November 12, and brings together families, friends, and communities here in the U.S. and around the globe in goodwill, peace, and a shared sense of renewal; and

WHEREAS, despite their positive contributions to this community and this nation, Hindu Americans face stereotypes and misconceptions about their heritage and have been the targets of bullying, discrimination, hate speech, and bias-motivated crimes; and

WHEREAS, Hindu Americans promote the ideals of tolerance, pluralism, and religious freedom, which are inherent to their beliefs and respect the diversity of all faiths.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO AND THE CAROL STREAM VILLAGE BOARD OF TRUSTEES, DuPage County, Illinois, in the exercise of its home rule powers do hereby proclaim, October 2023 to be **Hindu American Awareness and Appreciation Month** recognizing and acknowledging the significant contributions made by people of Hindu heritage to our community.

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

**PROCLAMATION
DESIGNATING OCTOBER MANUFACTURING MONTH**

WHEREAS, our country, our state and our community were founded and developed on manufacturing; and

WHEREAS, manufacturing has held a prominent place in the Carol Stream business community since its inception; and

WHEREAS, manufacturing employs over 54,000 people in over 3,500 businesses in DuPage County and manufacturing is the 5th largest industry in the County; and

WHEREAS, Carol Stream is a desired location for manufacturing businesses based on its proximity to major expressways, major arterial roadways, O'Hare International Airport and DuPage County Airport; and

WHEREAS, Carol Stream is home to more than 100 manufacturing businesses totaling over 4,000,000 square feet of space in a variety of industries, including automotive parts manufacturing, food production, metal fabrication, paper processing, commercial cooking equipment manufacturing, and packaging material manufacturing.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE BOARD OF TRUSTEES OF CAROL STREAM, DuPAGE COUNTY, ILLINOIS in the exercise of its home rule powers do hereby designate

October 2023 as Manufacturing Month

in the Village of Carol Stream and call upon the community to celebrate and acknowledge the contribution manufacturing has made and continues to make to our community.

PROCLAIMED THIS 2nd DAY OF OCTOBER, 2023.

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

**PROCLAMATION
DESIGNATING OCTOBER NATIONAL COMMUNITY PLANNING
MONTH**

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work, live, and play; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of the Plan Commission/Zoning Board of Appeals and other citizen planners who have contributed their time and expertise to the improvement of the Village of Carol Stream; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the Village of Carol Stream and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE BOARD OF TRUSTEES OF CAROL STREAM, DuPAGE COUNTY, ILLINOIS in the exercise of its home rule powers do hereby designate

October 2023 as National Community Planning Month

PROCLAIMED THIS 2ND DAY OF OCTOBER, 2023.

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

PROCLAMATION

Designating October Breast Cancer Awareness Month

WHEREAS, each year an estimated 281,550 women and 2,650 men in the United States will be diagnosed with breast cancer, making it the second most commonly diagnosed cancer in women and the second leading cause of cancer death among women in our country; and

WHEREAS, in 2023 an estimated 297,790 new cases of invasive breast cancer are expected to be diagnosed nationally, along with 55,720 new cases of non-invasive breast cancer; and

WHEREAS, in 2020, there were approximately 2.26 million global cases diagnosed with breast cancer, 685,000 of those diagnosed have died; and

WHEREAS, the overall 5-year survival rate for those diagnosed with Stage II breast cancer is 95%, but when diagnosed at Stage I, the 5-year survival rate is 99%; and

WHEREAS, a mammogram is the single most effective method of early detection and has an 80-90% detection rate for women with no symptoms; and

WHEREAS, the DuPage County Health Department provides free breast cancer screenings for uninsured woman between the ages of 40 – 64.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE BOARD OF TRUSTEES OF CAROL STREAM, Du PAGE COUNTY, ILLINOIS in the exercise of its home rule powers does hereby designate

October Breast Cancer Awareness Month

in Carol Stream and encourages residents to become proactive with their health and recommend they regularly consult their physician about periodic screenings, regular clinical breast examinations and mammograms as well as conducting monthly breast self-exams.

PROCLAIMED this 2nd DAY of OCTOBER 2023.

Frank Saverino Sr. - Mayor

ATTEST:

Julia Schwarze, Village Clerk

PROCLAMATION

DESIGNATING OCTOBER CYBERSECURITY AWARENESS MONTH

WHEREAS, the Village of Carol Stream Information Technology department plays a vital role in identifying, protecting, and responding to evolving cyber threats that can significantly impact the Village's information systems and our collective safety, security, and privacy; and

WHEREAS, technology plays an increasingly important role in our daily lives and provides crucial support for critical infrastructure sectors, such that the rise in malicious cyber-attacks, ransomware and other cybercrimes have a serious impact on our communities, businesses and national security; and

WHEREAS, the Village of Carol Stream continues to make strides in modernizing its cybersecurity defenses by funding initiatives through annual budgets, and leveraging county, state and federal resources; and

WHEREAS, 2023 marks the 20th annual Cybersecurity Awareness Month where each October, the STOP. THINK. CONNECT.™ Campaign serves as the national cybersecurity public awareness campaign that encourages all Americans to work together to be cyber safe; and

WHEREAS, there are four simple steps each of us can take to stay safe online, not only during Cybersecurity Awareness Month, but every day throughout the year, including enabling multifactor authentication, using strong passwords, updating software, and recognizing and reporting phishing; and

WHEREAS, Cybersecurity Awareness Month is recognized by the United States Federal Government, the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency, the Multi-State Information Sharing and Analysis Center, the National Association of State Chief Information Officers, and the National Cyber Security Alliance; and

WHEREAS, all citizens are encouraged to visit the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency website, www.cisa.gov, and the STOP. THINK. CONNECT.™ Campaign website, www.stopthinkconnect.org, to learn more about cybersecurity and simple action steps they can take to be safe online;

NOW, THEREFORE, BE IT PROCLAIMED That I, FRANK SAVERINO SR., AND THE CAROL STREAM BOARD OF TRUSTEES do hereby proclaim that the Village of Carol Stream is officially supporting **Cybersecurity Awareness Month 2023**.

PROCLAIMED THIS 2nd DAY OF OCTOBER, 2023

ATTEST:

Frank Saverino, Sr., Mayor

Julia Schwarze, Village Clerk

PROCLAMATION

PROCLAIMING OCTOBER 2023 ARTS DUPAGE MONTH

WHEREAS, the arts, culture, and humanities are the embodiment of all things beautiful and entertaining in the world, the enduring record of human achievement; and

WHEREAS, the arts, culture and humanities enhance every aspect of life in the Village of Carol Stream, improving our economy, enriching our civic life, driving tourism, and exerting a profound positive influence on the education of our children; and

WHEREAS, arts education research shows that the arts help to foster discipline, creativity, imagination, self-expression, and problem solving skills while also helping to develop a heightened appreciation of beauty and cross-cultural understanding; and

WHEREAS, the arts, culture, and humanities play a unique and intrinsically valuable role in the lives of our families in our county; and

WHEREAS, the arts sector in DuPage County consists of 2,272 arts-related businesses and accounts for 4.2 percent of the total number of businesses in the region, a larger share of the economy than transportation, tourism, agriculture and construction; and

WHEREAS, the arts provide full-time employment for over 15,000 workers in DuPage County; and

WHEREAS, the month of October has been recognized as Arts DuPage Month by Arts DuPage and the arts and cultural organizations in all the communities within DuPage County.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO AND THE CAROL STREAM VILLAGE BOARD OF TRUSTEES, DuPage County, Illinois, in the exercise of its home rule powers do hereby proclaim October 2023

ARTS DUPAGE MONTH

in the Village of Carol Stream and call upon all citizens to celebrate and promote the arts and culture in DuPage County.

PROCLAIMED THIS 2nd DAY OF OCTOBER, 2023.


Frank Saverino Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager

FROM: Brad C. Fink, Director of Public Works 

DATE: October 2, 2023

RE: Approval of Independent Contractor Agreements -- Snowplowing

As in past years, the Public Works Department plans on utilizing contractors to assist in snow removal during the 2023-24 winter season. Contractor services are included in the current budget for assistance with courts and other locations as needed. We have tentatively lined up three contractors to provide these services:

- AJD Concrete Construction Corp.
- Abbott Tree Care
- Aspen Snow & Ice

All three contractors have performed satisfactorily for the Village in prior years. Historically, we have paid contractors an hourly rate for plowing services and we intend to continue that payment method with AJD and Abbott. However, last year we began testing a new invoicing structure with Aspen wherein they will charge a flat fee of \$450 each time we direct them to clear the courts in their route. This strategy appears to deliver a benefit of more efficiency to the Village along with cost containment, and the contractor will have the benefit of predictability of their earnings. We will continue to assess this arrangement this season to determine the impact on costs and efficiency.

A sample of the Independent Contractor Agreement is attached reflecting the rates. The proposed rates did not increase from last year's rates. (Also attached are the addendums to the Agreement which address the Glenbard North walking path work and the work to be performed by Aspen for a flat fee.) If approved by the Village Board, staff will secure contractor signatures and the Village Manager will sign off as per the Board's authorization. The proposed new rates are as follows:

<u>EQUIPMENT</u>	<u>FULL RATE</u>	<u>TRAVEL RATE</u>
Pick-up truck	\$100/hr	\$25/hr
Single-axle truck	\$103/hr	\$25/hr
Skid steer	\$115/hr	\$28/hr
Tandem truck	\$145/hr	\$25/hr
2/2.5 cubic yard loader	\$190/hr	\$28/hr
3 cubic yard loader	\$218/hr	\$28/hr
Backhoe/loader	\$110/hr	\$28/hr

Page 2
October 2, 2023

AJD Construction & Concrete will also provide walkway snow and ice clearing services in the Glenbard North High School area as they have done in prior years. We have historically paid them a flat rate and have never increased the rate since program inception.

Staff recommends a Motion approving the sample Independent Contractor Agreement and addendums for Snow Plowing and authorizing the Village Manager to sign the Agreements with the listed firms and at the rates listed above.

Attachments

INDEPENDENT CONTRACTOR'S AGREEMENT (page 1 of 4)

THIS AGREEMENT entered into by and between _____ herein referred to as the "*First Party*"; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the "*Second Party*".

WHEREAS, "*First Party*" will be performing various work under contracts with the said "*Second Party*" entered into and to be entered into from time to time, which work will be performed on and/or off the premises of the "*Second Party*" and said "*First Party*" may have subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the "*First Party*" hereby agrees:

1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the "*Second Party*" against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the "*First Party*" hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the "*Second Party*" whether latent or patent, or from other causes whatsoever, except that the "*First Party*" shall have no liability or damages or the costs incident thereto caused by the sole negligence of the "*Second Party*".
3. To keep in force, to the satisfaction of the "*Second Party*", at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 and Property Damage Insurance with limits of not less than \$1,000,000. The "*First Party*" agrees that at any time upon the demand of the "*Second Party*" proof of such insurance coverage as will be submitted to the "*Second Party*". There shall be no additional charge for said insurance to the "*Second Party*".

INDEPENDENT CONTRACTOR’S AGREEMENT (page 2 of 4)

To maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act, based upon Contractor’s failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

- 4. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
- 5. To indemnify “*Second Party*” for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the “*First Party*” or of the subcontractors.
- 6. To invoice for equipment and services rendered during the term of this agreement at the following rates:

EQUIPMENT	FULL RATE	TRAVEL RATE
Pick-up truck	\$100/hr	\$25/hr
Single-axle truck	\$103/hr	\$25/hr
Skid steer	\$115/hr	\$28/hr
Tandem truck	\$145/hr	\$25/hr
2/2.5 cubic yard loader	\$190/hr	\$28/hr
3 cubic yard loader	\$218/hr	\$28/hr
Backhoe/loader	\$110/hr	\$28/hr

IT IS MUTUALLY UNDERSTOOD AND AGREED that the “*First Party*” shall have full control of the ways and means of performing the work referred to above and that the “*First Party*” or his/its employees, representative or subcontractors are in no sense employees of the “*Second Party*”, it being specifically agreed that in respect to the “*Second Party*”, the “*First Party*” bears the relationship of an independent contractor.

INDEPENDENT CONTRACTOR'S AGREEMENT (page 3 of 4)

REQUIRED INSURANCE

The Contractor shall provide and maintain in force, at no cost to the Village for the life of this contract, or any subsequent extension thereof, insurance coverage as follows:

<u>TYPE</u>	<u>MINIMUM COVERAGE</u>
A. Workmen's Compensation	Statutory State of Illinois
B. Comprehensive general and automobile liability and property damage. The Contractor shall defend, indemnify and save harmless the Owner, and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontracts, in prosecuting the work under this contract.	\$1,000,000 Combined Single Limit \$2,000,000 Aggregate Limit

NOTE: It is also required that the Contractor's insurer be subject to approval by the Village.

The Contractor will defend, indemnify and hold harmless the Village of Carol Stream against any and all loss, damage, and expense for any injury to persons or damage to property arising out of, or in connection with, and for any loss or penalty resulting from the violation of any law or ordinance, by the Contractor, employees and/or subcontractors engaged by the Contractor. The Contractor shall defend, indemnify and save harmless and defend the Village of Carol Stream together with the officers, agents and employees of the Village, and each of them, from and against any and all claims, costs, expense and liability of every nature or kind, arising out of, or in any way connected with the operations of Contractor, its officers, agents, employees or any subcontractor under this agreement, specifically excepting those claims arising out of or contributed to by the negligence of the Village, its employees or agents.

Contractor agrees to provide certificates of insurance evidencing compliance with the insurance provisions of this contract.

Each contractor shall submit a Certificate of Insurance on an ISO approved form prior to commencing any work, indicating the Village of Carol Stream as an additional insured on a primary and non-contributory basis. The following items must be included on the Certificate of Insurance:

- Cancellation Clause must read as follows: "Should any of the above described policies be cancelled or modified before the expiration date thereof, the issuing company will mail 30 days' written notice to the certificate holder named to the left."

INDEPENDENT CONTRACTOR'S AGREEMENT (page 4 of 4)

- Certificate Holder must read: "Additional Insured: Village of Carol Stream, Its Officers, Employees & Independent Contractors, 500 N. Gary Avenue, Carol Stream, IL 60188"

This agreement shall be in effect from the 1st day of November, 2023 through the 30th day of April, 2024. **IN WITNESS WHEREOF, THE PARTIES** have executed this agreement this 2nd day of October 2023.

FIRST PARTY:

CONTRACTOR

SIGNED _____

BY: _____

TITLE: _____

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED: _____

BY: _____

TITLE: Village Manager

ADDENDUM TO SNOW PLOWING AGREEMENT WALKING PATH SNOW REMOVAL

This section of the Independent Contractor's Agreement for snow removal services between the Village of Carol Stream (hereinafter "Village") and AJD Concrete Construction Corp. (hereinafter "Contractor") provides for the terms under which Contractor will provide walking path snow removal as provided below.

- The following services shall be provided by the Contractor upon request by the Village:
 - Clearing of snow from sidewalks and/or bike paths in the following locations:
 - On the south side of Lies Road between Idaho Street and County Farm Road (except for the area immediately adjacent to the Glenbard North High School property);
 - On the west side of Kuhn Road from Thunderbird Drive to Woodhill Drive (except for the area immediately adjacent to the Glenbard North High School property)
 - Equipment to be used:
 - Sidewalk equipment shall be no larger than a skid steer with plow no wider than the sidewalk
 - Bike path equipment shall be no larger than a pick-up truck with plow no wider than the bike path
 - Application of a snow and ice melting agent (to be provided by the Village) in the same areas as identified above.
 - **For the sidewalk Contractor shall use a drop spreader; for the bike path Contractor may use a broadcast spreader.**
- Work shall be performed in a timely fashion so as to accommodate pedestrian use of the sidewalks and/or bike paths on the following schedule:
 - Morning: all requested work to be completed no later than 6:30 am
 - Afternoon: all requested work to be completed no later than 2:15 pm (except for early dismissal on Mondays when work must be completed by 1:15 pm)
- Compensation (in accordance with the proposal submitted by Contractor and attached hereto):
 - Clearing of snow:
 - Accumulation between 1" and 4" = \$375 per event¹
 - Accumulation greater than 4" and up to 6" = \$475 per event
 - Accumulation greater than 6" and up to 9" = \$575 per event
 - Accumulation greater than 9" = \$80/hour per person
 - Application of snow and ice melting agent = \$80/hour per person

All other terms and conditions of service remain in effect in accordance with the Independent Contractor's Agreement for snow removal services.

CONTRACTOR: AJD Concrete Construction Corp.

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

¹ An "event" means one continuous snow storm. Contractor may have to provide services multiple times under the same event and only be entitled to payment for one "event".

2023-2024 SNOW PLOWING AGREEMENT

This section of the Independent Contractor's Agreement for snow removal services between the Village of Carol Stream (hereinafter "Village") and Aspen Snow and Ice Removal. (hereinafter "Contractor") provides for the terms under which Contractor will provide Village snow removal assistance as provided below.

- The following services shall be provided by the Contractor upon request by the Village:
 - Clearing snow from the Courts and Cul-de-sacs in the following location:
 - Carol Stream Snow Zone #4 which runs from Gary Ave to Kuhn Road and then Army Trail to Lies Road. Attached is a highlighted map for detailed view.
 - Carol Stream Snow Zone #3 which runs from County Farm Road to Kuhn road and then Army Trail Road to Lies Road. Attached is a highlighted map for a detailed view.
 - Snow removal equipment may consist of pickup truck w/plow, skid steer with plow, and/or loader
 - Upon call from a member of the Carol Stream supervisory/management staff, work shall begin when a start time is given. The supervisor often will do his/her best to give at least an hour heads up on when to start. In addition, the supervisor will also give an update if possible on when he/her expects to call out contractors before a storm is scheduled to begin.
 - Compensation (in accordance with the proposal submitted by Contractor and attached hereto):
 - One time through the route to satisfactorily clear all sections assigned = \$450.00 flat rate fee
 - After successful completion of the assigned route, contractor shall notify Jason Pauling (or his designee) that the work is complete. If the route needs to be addressed again due to weather conditions, the contractor shall charge the Village \$450.00 each additional time they need to clean the entire route. Each time the route is completed, they will contact Jason directly.
 - If the contractor is called back to address a missed area or substandard work, no additional charges shall be levied or paid.
 - Additional work outside of this scope shall be undertaken by the contractor at a separate cost as per the rate scale below. This additional work shall be covered under the provisions and terms of this agreement.

<u>EQUIPMENT</u>	<u>FULL RATE</u>
Pick-up truck	\$100.00/hr
Single-axle truck	\$103.00/hr
Skid steer	\$115.00/hr
Tandem truck	\$145.00/hr
2/2.5 cubic yard loader	\$190.00/hr
3 cubic yard loader	\$218.00/hr
Backhoe/loader	\$110.00/hr

- Payment will not be made for units while under repair.
- Billing shall be submitted every two weeks, when applicable.
- Contractors will be expected to push back corners at intersections.

CONTRACTOR: Aspen Snow and Ice Removal

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

VILLAGE OF CAROL STREAM

NAME: Robert Mellor


TITLE: Village Manager

SIGNATURE: _____

DATE: _____

Village of Carol Stream
Interoffice Memorandum

TO: Robert Mellor, Village Manager

FROM: Brad C. Fink, Director of Public Works 

DATE: October 2, 2023

RE: Motion to Approve an Agreement for Architectural Services with Kluber Architects & Engineers for Preliminary Planning and Design of PWC Phase III Improvements

The FY24 Capital Project Fund includes funding for the completion of preliminary planning and design of Phase III improvements at the Public Works Center (PWC). Phase III improvements is the final phase of the PWC improvements and will focus on the interior of the PWC building, including: HVAC improvements in the garages and administration, refresh of the locker room, redesign of the lunchroom/training room, adding an additional overhead door in the South Garage, and new carpet throughout administration.

Public Works requested architectural and engineering assistance from Kluber Architects & Engineers to prepare the preliminary planning and design for the purposes of establishing an estimate of probable cost to be used in the upcoming budget process. Kluber Architects & Engineers has recently helped the Village with the PWC Phase II improvements and has done an excellent job to date.

Staff has worked with Kluber Architects & Engineers to prepare the attached services agreement to include planning, design, and preparation of construction documents with a cost estimate. The attached proposal provides a detailed scope of services and schedule at a cost of \$124,000. Once work under this agreement is completed and if the Village moves forward with project, staff will present an agreement for bidding and construction oversight to the Village Board for consideration. The goal is to have a construction contract awarded to begin construction next fiscal year.

Staff recommends a Motion to approve an Agreement with Kluber Architects & Engineers for planning, design, cost-estimating services for the Public Works Facilities Improvements Project Phase III up to the amount of \$124,000.

Attachment

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 3rd day of October in the year 2023
(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
124 Gerzevske Lane
Carol Stream, IL 60188

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

Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

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

Phase 3 – Public Works Improvements
124 Gerzevske Lane
Carol Stream, IL 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.

Init.

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User Notes:

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list (Exhibit A) identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list (Exhibit A) identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

One Million Nine Hundred Thousand Dollars (\$1,900,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
Issue bidding documents first quarter of 2024.
- .2 Construction commencement date:
May/June 2024
- .3 Substantial Completion date or dates:
First Quarter in 2025
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bidding

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ron Roehn and Brad Fink
Village of Carol Stream
124 Gerzevske Lane
Carol Stream, IL 60188

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

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(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Chris Hansen
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

.2 Mechanical Engineer:

Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

.3 Electrical Engineer:

Kluber, Inc.
41 W. Benton Street

init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

None Anticipated.

§ 1.1.12 Other Initial Information on which the Agreement is based:

OVERVIEW OF PROJECT SCOPE

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list below identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

INITIAL INFORMATION

- The Owner's budget for the Cost of the Work is \$1,900,000.00. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner.
- The intended Project delivery method is a single contract for General Construction; single bid package.

High Priority	Medium Priority	Low Priority
Zoned Climate Control in Admin Building	Refinish floor in water garage	Touch up and spot finish floor in north garage
Redesign Lunchroom	Refinish floor in south garage	Add bathroom to south garage
Men's and women's locker room rehab	Touch up and spot finish floor in mechanics garage	Add bathroom to north garage
Storage Needs for files	Replace AC in Cody's Office located in south garage	Rekey all exterior doors
Adding additional overhead door to south garage	Fall arrest beams in south and mechanics garage	Rekey all interior doors
Truck Scale	Secure outside access from mechanics garage to admin	Replace vehicle exhaust system in mechanic garage
Replace AC units in Mechanics Garage	Require prox card access to Admin side of building	
Replace heaters in Water Garage	Supervisor Office Furniture (Jasoa, Cody, Andrew)	
Add recirculator to hot water		
New flooring in Admin Building		
Exhaust system for locker rooms		

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, if warranted by the material change and if the project is to proceed, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for 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 at the beginning of the project.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The Architect further represents that it has the requisite skill and expertise to perform the services required by this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by

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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. Architect shall review and incorporate those state, and local laws, regulations, building and handicap accessibility codes and standards that are applicable at the time the Architect renders his services. Architect shall use reasonable efforts to obtain, at the earliest practicable time, review of the Drawings and Specifications by the public body or bodies having authority over the Project. Architect shall advise Owner of any aspect of the Project where, in the opinion of the Architect, the governmental regulations are not clear and a definitive governmental interpretation cannot be obtained within a time period necessary for the expeditious completion of the construction documents.

§ 2.2.1 Architect shall be responsible for services provided hereunder whether such services are provided directly by Architect or by any consultants hired by Architect. The Architect will perform duties and services and make decisions called for hereunder promptly and without unreasonable delay and will give the Project such priority as is necessary to cause the Architect's services hereunder to be properly performed in a timely manner and consistent with sound professional practices.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. The Architect warrants that it presently has no interest, direct or indirect, and shall not acquire any interest which would conflict in any manner with the performance of services required under this Agreement.

§ 2.5 The Architect shall, at its cost, maintain the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million (\$ 2,000,000.00) for each occurrence and four million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 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.

§ 2.5.3 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.00) per claim and five million (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 **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.

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§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 and additional insured endorsements on a CG 20 10 or CG 20 26 endorsement.

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 structural, mechanical, plumbing and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect's retention of any consultant shall not be deemed to create any contractual relationship between the Owner and consultant, except that the Owner shall be considered an intended beneficiary of the performance of the consultant's services. The Architect shall not include any limits of liability in its agreements with any consultants without the prior written approval of the Owner.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 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, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. 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.

§ 3.1.3 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. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. 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.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 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.

§ 3.1.7 The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, and/or by Architect's consultants. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design and the proposed budget costs and written authorization to proceed, the Architect shall prepare Schematic Design Documents which shall establish the conceptual design of the Project illustrating the scale and relations of the Project Components for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a conceptual site plan, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect shall meet with the Owner to provide an explanation of and answer any questions regarding the Schematic Design Documents.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Architect shall meet with the Owner to provide an explanation of and answer any questions regarding the Schematic Design Documents.

§ 3.3.4 At the Owner's request, the Architect shall attend up to two meetings before the Planning and Zoning Commission and one meeting of the President and Board of Trustees prior to approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

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Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work, and shall be adequate and sufficient to accomplish the purpose of the Project. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall use professional care to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time. Architect shall confirm these facts in writing to the Owner.

§ 3.4.3 During the development of the Construction Documents, the Architect shall develop and prepare (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and shall include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, 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. If revisions to the Construction Documents are required to comply with the Owner's budget for the Cost of the Work, the Architect shall incorporate the required revisions in the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 preparing the Bidding Documents;
- .2 facilitating the distribution of Bidding Documents to prospective bidders, including electronic distribution;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified for this Project. Whenever within this Agreement the term AIA Document A201-2017 is used, such term shall mean the American Institute of Architects, AIA Document A201-2017, as modified for this Project.

§ 3.6.1.2 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.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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. Although, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, the Architect shall carefully review the quality and quantity at appropriate intervals during construction as part of the Architect's design and administrative services, shall issue written reports of such reviews to the Owner keeping the Owner reasonably informed about the progress and quality of the portion of the Work completed, (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. The Architect shall use his professional efforts to endeavor to guard the Owner against defects and deficiencies in the Work. The Architect shall contact the Owner to provide notice prior to any on-site visit and shall provide written evaluations of the progress of the Work after completing each on-site visit.

§ 3.6.2.2 The Architect has the authority to reject Work that it knows or should know does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 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.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. 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. The Owner, with advice and assistance from the Architect, shall make final decisions on matters relating to aesthetic effect.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall provide assistance to the Owner on Claims of the Contractor as provided in the Contract Documents.

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§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 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 3.6.2 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. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. Payment certificates shall not be issued by the Architect without Village approval.

§ 3.6.3.2 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.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 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 construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 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 Architect's 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.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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. The Architect shall obtain the written consent of the Owner, which consent may be provided by email communication, prior to implementing any such minor change, which consent shall not be unreasonably withheld. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- .1 evaluate whether proposed change is a material change to the Contract;
- .2 evaluate whether credits are included for Work not completed;
- .3 evaluate whether the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner and as an additional service, include independent estimates and/or consultations with contractors and vendors; and
- .4 evaluate whether necessary back up documentation is included pursuant to the requirements of the Contract Documents.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 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,
- .4 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.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to assist the Owner in identification of any warranty issues to be addressed by the Contractor.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs (Included as part of Basic Services)	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys (Included as part of Basic Services)	Architect
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design (Limited, Included as part of Basic Services)	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction(Included as part of Basic Services)	Architect
§ 4.1.1.15 As-designed record drawings (Included as part of Basic Services)	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	See Below

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.30 Procurement Phase Services: See Exhibit A.
Construction Administration Phase Services: See Exhibit A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. 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 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, 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;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, more than three (3) public presentations, meetings or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination and the Owner shall have no further obligation to compensate the Architect for those services beyond services already performed.

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- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service, but only to the extent that such services required or requested from the Architect represent a material change in the services that would otherwise be required of the Architect for completion of the Project;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker, provided such claims are not the result of the Architect's negligent acts, errors, or omissions; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services (when authorized by Owner) exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eight (8) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

(Paragraph deleted)

§ 4.2.5 If the services covered by this Agreement have not been completed within Six (6) months for Schematic Design Phase Services through Construction Document Phase Services 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 to the extent that the Architect incurs additional costs.

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, including design changes necessitated by unforeseen conditions or concealed conditions or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set forth in this Agreement. 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 and, if appropriate, in the Architect's fee and time for performance. The Owner, in its sole discretion, reserves the right to phase the Project due to budgetary considerations. In the event that the Owner implements a phasing schedule for the Project, the Owner agrees to pay the Architect for all of the actual, documented services it performs through a particular phase or through the date of the notice of suspension or termination of this Agreement. The Architect understands and agrees that the Owner has sole discretion to implement a phasing schedule for the Project due to budgetary conditions and the Architect waives any claims it has to be paid any fees beyond those fees that relate to actual, documented services it performs through a particular phase or through the date of the notice of suspension or termination of this Agreement, except that Architect shall also be entitled to payment for reasonably demonstrated additional services incurred as a result of Owner's phasing plan.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner's Designated Representative shall act as the liaison between the Owner and the Architect. This designation is being made for the purposes of facilitating

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the administrative and day-to-day management issues relating to the Project. In dealing with the Designated Representative, the Architect acknowledges that the Owner is an Illinois public body that can only be contractually bound by an affirmative vote of the President and Board of Trustees of the Village of Carol Stream.

§ 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 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 furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 Unless otherwise provided in this Agreement, 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, as the Owner determines are necessary.

§ 5.10 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.

§ 5.11 The Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect. 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 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 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 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has 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 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

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shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall 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, irrevocable, royalty-free right and 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 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 Owner or Architect rightfully terminates this Agreement for cause as provided in Section 9.4, or if the Architect is terminated without cause as provided in Article 9.5, the Owner shall retain the irrevocable, royalty-free, right to use the designs, concepts and plans contained in any of the Instruments of Service for its own purposes. Upon completion of the Project, the Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including but not limited to the following:

- .1 electronics Filing and Archiving for the purpose of record keeping by the Owner;
- .2 any future renovation, addition, or alteration to the Project; and
- .3 any future maintenance or operations issue as it pertains to the Project. The Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service."

§ 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 The following provisions apply to any Instruments of Service provided in electronic format:

§ 7.5.1 The official Instruments of Service are the signed and sealed Drawings and Specifications issued in paper format for use in connection with the Project.

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§ 7.5.2 The Architect may, in its sole discretion, provide for use to Owner from time to time upon request by Owner for its convenience, the Architect's Building Information Model and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of the Architect.

§ 7.5.3 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not be responsible or liable in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner is at its sole risk and responsibility. The Architect shall reserve the right to retain PDF or electronic version of hard copy originals of all Project documentation delivered to the Owner in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner.

§ 7.6 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run pursuant to applicable provisions of Illinois law.

(Paragraphs deleted)

§ 8.1.2 The Architect shall indemnify the Owner for all costs, including attorney's fees, incurred due to the negligent acts or omissions of the Architect, Architect's consultants, or anyone directly or indirectly employed by them.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect of undisputed amounts, 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 in accordance herewith, 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 shall negotiate with the Owner for 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 negotiated with the Owner.

§ 9.2 If the Owner suspends the Project for more than 45 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Owner and Architect shall negotiate the amount of compensation for expenses incurred in the interruption and resumption of the Architect's services. The Architect and Owner shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules for completion.

§ 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.

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§ 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 Notwithstanding any other provisions of this Agreement, the Owner shall have the right to terminate this Agreement, or the Agreement for a Project, at any time, upon giving seven (7) days' written notice of such termination to the Architect, for any reason in its sole discretion, and, in such event, the Architect shall be paid for its actual, documented, completed services in connection with the Project as of the date of the notice of termination, plus all reimbursable payments then due including costs attributable to termination and any costs attributable to the Architects termination of consultant's agreements on the project, which shall be in full discharge of all rights of the Architect under this Agreement.

§ 9.6 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

(Paragraphs deleted)

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Illinois. Exclusive venue and jurisdiction shall be in Circuit Court of DuPage County, Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project.

§ 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, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to 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 Unless otherwise required in this Agreement, 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. The Architect shall immediately report to the Owner the presence, handling, removal or disposal of, or exposure of persons to and location of, any hazardous material which the Architect discovers or of which the Architect becomes aware.

§ 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. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be 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 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. Notwithstanding the foregoing, the Owner may disclose any information specifically required by law to be disclosed. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 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.

§10.9.1 Any notice, communication, requests, reply, advice, report or designation (hereinafter severally and collectively called 'notice') in this Agreement provided or permitted to be given, made or accepted by either party to the other shall be in writing unless otherwise provided herein and shall be given or be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid or by delivering the same in person to such party or by electronic email communication with receipt confirmation. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt. For purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Owner: Village of Carol Stream
500 N Gary Avenue
Carol Stream, IL 60188
Attn: Director of Public Works

If to Architect: Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506
Attn: President

or at any other address as either party may have advised the other in writing.

§10.9.2 Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Owner, be turned over to the Owner so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Owner has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. To the extent necessary, the Owner may request additional time to respond to a FOIA request and will make such request if, after review of a FOIA request and upon consultation with the Architect, it is determined that additional time is needed by the parties to respond to the FOIA request. The

Init.

Architect acknowledges the requirements of FOIA and agrees to comply with all requests made by the Owner for public records (as that term is defined by Section 2(c) of FOIA) in the Architect's possession and to provide the requested public records to the Owner within three (3) business days. The Architect agrees to indemnify and hold harmless the Owner from all claims, costs, penalties, losses and injuries (including, but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Owner under this Agreement or in defending the release of records at the Architect's request."

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)

One Hundred Twenty-Four Thousand Dollars (\$124,000.00) through the Construction Document Phase.

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)

Procurement Phase Services: \$5,200.00
Construction Administration Phase Services: \$32,300.00

§ 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.)

To be determined as mutually agreed.

§ 4.2.3.2: \$1,350.00 per additional site visits as authorized by Owner.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants, which have been approved in advance by the Owner, when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	\$19,800.00
Design Development Phase	\$29,720.00
Construction Documents Phase	\$74,480.00
Procurement Phase	TBD
Construction Phase	TBD

Init.

Total Basic Compensation	\$124,000.00
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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 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.)*

Kluber Architects + Engineers Staff	Hourly Rate
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III.....	\$165.00
Project Electrical Engineer II.....	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I.....	\$115.00
Project Technologist.....	\$165.00
Project Architect III.....	\$135.00
Project Architect II.....	\$115.00
Project Architect I.....	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II.....	\$95.00
Interior Designer I.....	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator.....	\$75.00
Project Coordinator.....	\$55.00
Mark-up for Hourly Projects (Indirect Costs, OII&P).....	20.0%

Employee or Category	Rate (\$0.00)
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§ 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 Transportation and 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 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual, documented expenses incurred by the Architect and the Architect's consultants.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of (\$) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 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.)

%

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[]

- [] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Kluber Inc. proposal dated September 27, 2023, attached as Exhibit A.

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

OWNER (Signature)

Robert Mellor Village Manager

(Printed name and title)

ARCHITECT (Signature)

Michael T. Kluber President

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA[®] Document B101[®] - 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:43:12 ET on 09/27/2023.

PAGE 1

AGREEMENT made as of the 3rd day of October in the year 2023

...

Village of Carol Stream
124 Gerzevske Lane
Carol Stream, IL 60188

...

Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

...

Phase 3 – Public Works Improvements
124 Gerzevske Lane
Carol Stream, IL 60188

PAGE 2

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list (Exhibit A) identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

...

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list (Exhibit A) identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

PAGE 3

One Million Nine Hundred Thousand Dollars (\$1,900,000.00)

...

Issue bidding documents first quarter of 2024.

...

May/June 2024

...

First Quarter in 2025

...

Competitive Bidding

...

None.

...

Ron Roehn and Brad Fink
Village of Carol Stream
124 Gerzevske Lane
Carol Stream, IL 60188
PAGE 4

...

Chris Hansen
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

...

Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

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Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

...

Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

PAGE 5

None Anticipated.

...

OVERVIEW OF PROJECT SCOPE

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list below identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

INITIAL INFORMATION

- The Owner's budget for the Cost of the Work is \$1,900,000.00. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner.
- The intended Project delivery method is a single contract for General Construction; single bid package.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, if warranted by the material change and if the project is to proceed, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for 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 form at the beginning of the project.

~~§ 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.~~

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The Architect further represents that it has the requisite skill and expertise to perform the services required by this Agreement.

§ 2.2 The Architect shall perform its services 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. Architect shall review and incorporate those state, and local laws, regulations, building and handicap accessibility codes and standards that are applicable at the time the Architect renders his services. Architect shall use reasonable efforts to obtain, at the earliest practicable time, review of the Drawings and Specifications by the public body or bodies having authority over the Project. Architect shall advise Owner of any aspect of the Project where, in the opinion of the Architect, the governmental regulations are not clear and a definitive governmental interpretation cannot be obtained within a time period necessary for the expeditious completion of the construction documents.

§ 2.2.1 Architect shall be responsible for services provided hereunder whether such services are provided directly by Architect or by any consultants hired by Architect. The Architect will perform duties and services and make decisions called for hereunder promptly and without unreasonable delay and will give the Project such priority as is necessary to cause the Architect's services hereunder to be properly performed in a timely manner and consistent with sound professional practices.

PAGE 6

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any

employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. The Architect warrants that it presently has no interest, direct or indirect, and shall not acquire any interest which would conflict in any manner with the performance of services required under this Agreement.

§ 2.5 The Architect ~~shall~~ shall, at its cost, 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 11.9.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than two million (\$ 2,000,000.00) for each occurrence and four million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 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.

...

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.00) per claim and five million (\$ 5,000,000.00) in the aggregate.

PAGE 7

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this ~~Section 2.5~~ Section 2.5 and additional insured endorsements on a CG 20 10 or CG 20 26 endorsement.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, plumbing and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect's retention of any consultant shall not be deemed to create any contractual relationship between the Owner and consultant, except that the Owner shall be considered an intended beneficiary of the performance of the consultant's services. The Architect shall not include any limits of liability in its agreements with any consultants without the prior written approval of the Owner.

...

§ 3.1.7 The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, and/or by Architect's consultants. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

...

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.5 Based on the Owner's approval of the preliminary ~~design,~~ design and the proposed budget costs and written authorization to proceed, the Architect shall prepare Schematic Design Documents which shall establish the conceptual design of the Project illustrating the scale and relations of the Project Components for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect shall meet with the Owner to provide an explanation of and answer any questions regarding the Schematic Design Documents.

...

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Architect shall meet with the Owner to provide an explanation of and answer any questions regarding the Schematic Design Documents.

§ 3.3.4 At the Owner's request, the Architect shall attend up to two meetings before the Planning and Zoning Commission and one meeting of the President and Board of Trustees prior to approval of the Design Development Documents.

...

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the ~~Work.~~ Work, and shall be adequate and sufficient to accomplish the purpose of the Project. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall use professional care to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time. Architect shall confirm these facts in writing to the Owner.

§ 3.4.3 During the development of the Construction Documents, the Architect shall ~~assist the Owner in the development and preparation of~~ develop and prepare (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and ~~may~~ shall include bidding requirements and sample forms.

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§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, 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. If revisions to the Construction Documents are required to comply with the Owner's budget for the Cost of the Work, the Architect shall incorporate the required revisions in the Construction Documents.

...

- .1 preparing the Bidding Documents;
- .2 facilitating the distribution of Bidding Documents to prospective bidders; bidders, including electronic distribution;
- ~~.2~~ .3 organizing and conducting a pre-bid conference for prospective bidders;
- ~~.3~~ .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- ~~.4~~ .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service, shall~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

~~§ 3.5.3 Negotiated Proposals~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors;~~
- ~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

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§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for ~~Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as modified for this Project. Whenever within this Agreement the term AIA Document A201-2017 is used, such term shall mean the American Institute of Architects, AIA Document A201-2017, as modified for this Project.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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, Although,~~ 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 Work, the Architect shall carefully review the quality and quantity at appropriate intervals during construction as part of the Architect's design and administrative services, shall issue written reports of such reviews to the Owner keeping 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. The Architect shall use his professional efforts to endeavor to guard the Owner against defects and deficiencies in the Work. The Architect shall contact the Owner to provide notice prior to any on-site visit and shall provide written evaluations of the progress of the Work after completing each on-site visit.

§ 3.6.2.2 The Architect has the authority to reject Work that it knows or should know does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to

require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

...

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. 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. The Architect's Owner, with advice and assistance from the Architect, shall make final decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall ~~render initial decisions on Claims between the Owner and~~ provide assistance to the Owner on Claims of the Contractor as provided in the Contract Documents.

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§ 3.6.3.1 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 3.6.2 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. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. Payment certificates shall not be issued by the Architect without Village approval.

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§ 3.6.5.1 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. The Architect shall obtain the written consent of the Owner, which consent may be provided by email communication, prior to implementing any such minor change, which consent shall not be unreasonably withheld. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- .1 evaluate whether proposed change is a material change to the Contract;
- .2 evaluate whether credits are included for Work not completed;
- .3 evaluate whether the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner and as an additional service, include independent estimates and/or consultations with contractors and vendors; and
- .4 evaluate whether necessary back up documentation is included pursuant to the requirements of the Contract Documents.

...

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and ~~performance~~ performance and to assist the Owner in identification of any warranty issues to be addressed by the Contractor.

§ 4.1.1.1	Programming	<u>Not Provided</u>
§ 4.1.1.2	Multiple preliminary designs <u>(Included as part of Basic Services)</u>	<u>Architect</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys <u>(Included as part of Basic Services)</u>	<u>Architect</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design <u>(Limited, Included as part of Basic Services)</u>	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction <u>(Included as part of Basic Services)</u>	<u>Architect</u>
§ 4.1.1.15	As-designed record drawings <u>(Included as part of Basic Services)</u>	<u>Architect</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>See Below</u>

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§ 4.1.2.30 Procurement Phase Services: See Exhibit A.
Construction Administration Phase Services: See Exhibit A

...

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

...

- ~~7 Preparation for, and attendance at, a public presentation, meeting more than three (3) public presentations, meetings or hearing;~~

...

~~§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice, determination and the Owner shall have no further obligation to compensate the Architect for those services beyond services already performed.~~

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- ~~3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of ~~Service;~~ Service, but only to the extent that such services required or requested from the Architect represent a material change in the services that would otherwise be required of the Architect for completion of the Project;~~
- ~~4 Evaluating an extensive number of Claims as the Initial Decision ~~Maker;~~ Maker, provided such claims are not the result of the Architect's negligent acts, errors, or omissions; or,~~

...

~~§ 4.2.3 The Architect shall provide Construction Phase Services (when authorized by Owner) exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

- ~~1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~2 Eight (8) visits to the site by the Architect during construction~~
- ~~3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~4 Two (2) inspections for any portion of the Work to determine final completion.~~

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

~~§ 4.2.5 If the services covered by this Agreement have not been completed within Six (6) months for Schematic Design Phase Services through Construction Document Phase Services 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.~~ Services to the extent that the Architect incurs additional costs.~~

...

~~§ 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. ~~costs, including design changes necessitated by unforeseen conditions or concealed conditions or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set~~~~

forth in this Agreement. 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 and quality and, if appropriate, in the Architect's fee and time for performance. The Owner, in its sole discretion, reserves the right to phase the Project due to budgetary considerations. In the event that the Owner implements a phasing schedule for the Project, the Owner agrees to pay the Architect for all of the actual, documented services it performs through a particular phase or through the date of the notice of suspension or termination of this Agreement. The Architect understands and agrees that the Owner has sole discretion to implement a phasing schedule for the Project due to budgetary conditions and the Architect waives any claims it has to be paid any fees beyond those fees that relate to actual, documented services it performs through a particular phase or through the date of the notice of suspension or termination of this Agreement, except that Architect shall also be entitled to payment for reasonably demonstrated additional services incurred as a result of Owner's phasing plan.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner's Designated Representative shall act as the liaison between the Owner and the Architect. This designation is being made for the purposes of facilitating the administrative and day-to-day management issues relating to the Project. In dealing with the Designated Representative, the Architect acknowledges that the Owner is an Illinois public body that can only be contractually bound by an affirmative vote of the President and Board of Trustees of the Village of Carol Stream.

§ 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

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§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ - 2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.9 The Unless otherwise provided in this Agreement, 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, as the Owner determines are necessary.

...

§ 5.11 The Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect. 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.

~~§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

§ 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.

§ 7.3 The Architect grants to the Owner a ~~nonexclusive~~ nonexclusive, irrevocable, royalty-free right and 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 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 ~~Owner or Architect~~ rightfully terminates this Agreement for cause as provided in Section 9.4, ~~the license granted in this Section 7.3 shall terminate or if the Architect is terminated without cause as provided in Article 9.5, the Owner shall retain the irrevocable, royalty-free, right to use the designs, concepts and plans contained in any of the Instruments of Service for its own purposes. Upon completion of the Project, the Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including but not limited to the following:~~

- 1 electronics Filing and Archiving for the purpose of record keeping by the Owner;
- 2 any future renovation, addition, or alteration to the Project; and
- 3 any future maintenance or operations issue as it pertains to the Project. The Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service."

...

~~§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement. The following provisions apply to any Instruments of Service provided in electronic format:~~

~~§ 7.5.1 The official Instruments of Service are the signed and sealed Drawings and Specifications issued in paper format for use in connection with the Project.~~

~~§ 7.5.2 The Architect may, in its sole discretion, provide for use to Owner from time to time upon request by Owner for its convenience, the Architect's Building Information Model and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of the Architect.~~

~~§ 7.5.3 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not be responsible or liable in connection with the completeness.~~

accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner is at its sole risk and responsibility. The Architect shall reserve the right to retain PDF or electronic version of hard copy originals of all Project documentation delivered to the Owner in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner.

§ 7.6 The provisions of this Article 7 shall survive the termination of this Agreement.

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~~§ 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. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run pursuant to applicable provisions of Illinois law.~~

~~§ 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 A201-2017, General Conditions of the Contract for Construction. 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.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

~~§ 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 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. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 8.2.3 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.~~

~~§ 8.2.4 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)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.1.2 The Architect shall indemnify the Owner for all costs, including attorney's fees, incurred due to the negligent acts or omissions of the Architect, Architect's consultants, or anyone directly or indirectly employed by them.~~

...

§ 9.1 If the Owner fails to make payments to the Architect of undisputed amounts, in accordance with this Agreement, 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, services in accordance herewith,~~ 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 shall negotiate with the Owner for 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, negotiated with the Owner.

§ 9.2 If the Owner suspends the ~~Project, Project for more than 45 consecutive days,~~ the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ~~Architect shall be compensated~~ Owner and Architect shall negotiate the amount of compensation for expenses incurred in the interruption and resumption of the Architect's services. The Architect and Owner shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules shall be equitably adjusted for completion.
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§ 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. Notwithstanding any other provisions of this Agreement, the Owner shall have the right to terminate this Agreement, or the Agreement for a Project, at any time, upon giving seven (7) days' written notice of such termination to the Architect, for any reason in its sole discretion, and, in such event, the Architect shall be paid for its actual, documented, completed services in connection with the Project as of the date of the notice of termination, plus all reimbursable payments then due including costs attributable to termination and any costs attributable to the Architect's termination of consultant's agreements on the project, which shall be in full discharge of all rights of the Architect under this Agreement.~~

§ 9.6 ~~If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.~~

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~1 — Termination Fee:~~

~~2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

...

§ 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. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

laws of the State of Illinois. Exclusive venue and jurisdiction shall be in Circuit Court of DuPage County, Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for ~~Construction~~-Construction, as amended for this Project.

...

§ 10.6 Unless otherwise required in this Agreement, 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. The Architect shall immediately report to the Owner the presence, handling, removal or disposal of, or exposure of persons to and location of, any hazardous material which the Architect discovers or of which the Architect becomes aware.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. Notwithstanding the foregoing, the Owner may disclose any information specifically required by law to be disclosed. This Section 10.8 shall survive the termination of this Agreement.

...

§10.9.1 Any notice, communication, requests, reply, advice, report or designation (hereinafter severally and collectively called 'notice') in this Agreement provided or permitted to be given, made or accepted by either party to the other shall be in writing unless otherwise provided herein and shall be given or be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid or by delivering the same in person to such party or by electronic mail communication with receipt confirmation. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt. For purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Owner: Village of Carol Stream
500 N Gary Avenue
Carol Stream, IL 60188
Attn: Director of Public Works

If to Architect: Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506
Attn: President

or at any other address as either party may have advised the other in writing.

§10.9.2 Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Owner, be turned over to the Owner so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Owner has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. To the extent necessary, the Owner may request additional time to respond to a FOIA request and will make such request if, after review of a FOIA request and upon consultation with the Architect, it is determined that additional time is needed by the parties to respond to the FOIA request. The Architect acknowledges the requirements of FOIA and agrees to comply with all requests made by the Owner for public records (as that term is defined by Section 2(c) of FOIA) in the Architect's possession and to provide the requested public records to the Owner within three (3) business days. The Architect agrees to indemnify and hold harmless the Owner from all claims, costs, penalties, losses and injuries (including, but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Owner under this Agreement or in defending the release of records at the Architect's request."

One Hundred Twenty-Four Thousand Dollars (\$124,000.00) through the Construction Document Phase,

...

Procurement Phase Services: \$5,200.00
Construction Administration Phase Services: \$32,300.00

...

To be determined as mutually agreed.
§ 4.2.3.2: \$1,350.00 per additional site visits as authorized by Owner.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's ~~consultants~~ consultants, which have been approved in advance by the Owner, when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:

...

Schematic Design Phase	<u>\$19,800.00</u>	percent (%)
Design Development Phase	<u>\$29,720.00</u>	percent (%)
Construction Documents Phase	<u>\$74,480.00</u>	percent (%)
Procurement Phase	<u>TBD</u>	percent (%)
Construction Phase	<u>TBD</u>	percent (%)

Total Basic Compensation	<u>one hundred</u>	percent (<u>100</u>	%)
	<u>\$124,000.00</u>			

...

<u>Kluber Architects + Engineers Staff</u>	<u>Hourly Rate</u>
<u>Principal.....</u>	<u>\$225.00</u>
<u>Project Manager.....</u>	<u>\$175.00</u>
<u>Project Mechanical Engineer III.....</u>	<u>\$165.00</u>
<u>Project Mechanical Engineer II.....</u>	<u>\$140.00</u>
<u>Project Mechanical Engineer I.....</u>	<u>\$115.00</u>
<u>Project Electrical Engineer III.....</u>	<u>\$165.00</u>
<u>Project Electrical Engineer II.....</u>	<u>\$140.00</u>
<u>Project Electrical Engineer I.....</u>	<u>\$115.00</u>
<u>Project Structural Engineer III.....</u>	<u>\$165.00</u>
<u>Project Structural Engineer II.....</u>	<u>\$140.00</u>
<u>Project Structural Engineer I.....</u>	<u>\$115.00</u>
<u>Project Technologist.....</u>	<u>\$165.00</u>
<u>Project Architect III.....</u>	<u>\$135.00</u>
<u>Project Architect II.....</u>	<u>\$115.00</u>
<u>Project Architect I.....</u>	<u>\$95.00</u>
<u>Interior Designer III.....</u>	<u>\$115.00</u>
<u>Interior Designer II.....</u>	<u>\$95.00</u>
<u>Interior Designer I.....</u>	<u>\$75.00</u>
<u>Construction Observer.....</u>	<u>\$95.00</u>
<u>Senior Project Coordinator.....</u>	<u>\$75.00</u>
<u>Project Coordinator.....</u>	<u>\$55.00</u>

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Mark-up for Hourly Projects (Indirect Costs, OH&P).....20.0%

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual, documented expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%)~~ of the expenses incurred consultants.

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~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203 2013 incorporated into this agreement.)~~

...

[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)

...

Kluber Inc. proposal dated September 27, 2023, attached as Exhibit A.

...

Robert Mellor Village Manager

Michael T. Kluber President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jeffrey M. Bruns, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:43:12 ET on 09/27/2023 under Order No. 4104245145 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

PROJECT MANAGER

(Dated)

09/27/2023

August 8, 2023 (Revised September 27, 2023)

Brad Fink
Director of Public Works
Village of Carol Stream
124 Gerzevske Lane
Carol Stream, IL 60188

Re: Phase 3 – Public Works Improvements
Kluber, Inc. Proposal No. 230808.01R1

Dear Mr. Fink:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that Owner desires to incorporate various interior improvements to the existing Public Works Facility located at 124 Gerzevske lane in Carol Stream, IL.

OVERVIEW OF PROJECT SCOPE

The Project consists of interior improvements consisting of architectural, structural, mechanical, plumbing and electrical based on the priority list prepared by the Owner. The list (Exhibit A) identifies high, medium and low priorities with the understanding that the amount of work to include will be based on the Owner's established budget noted below. Kluber will work with the Owner during the Schematic Design/Design Development Phase to establish which items can be incorporated based on the budget amount and prepare the Construction Documents accordingly.

INITIAL INFORMATION

- The Owner's budget for the Cost of the Work is \$1,900,000.00. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner.
- The anticipated Project schedule is issue documents for bidding in the first quarter of 2024 with the construction phase to begin in May/June 2024. Substantial Completion anticipated to be first quarter of 2025.
- The intended Project delivery method is a single contract for General Construction; single bid package.
- The Owner's representative for the Project will be Brad Fink or as appointed.
- Kluber, Inc.'s representative for the Project will be Chris Hansen.

The foregoing is based on our meeting on July 17, 2023 and our email communications over the past few weeks.

BASIC SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Basic Services for the Project as set forth in the standardized *AIA B101 - 2017 Standard Form of Agreement between Owner and Architect*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Schematic Design/Design Development Phase:

- Site review to document existing conditions as applicable to the scope of work.
- Kick-off meeting with Owner to discuss Project in detail.
- Perform code review as required for work related to Project scope of work.

- Develop preliminary options for Owner Review.
- Prepare an estimate of Cost of the Work.
- Review meeting with Owner.

Construction Document Phase:

- Develop technical specifications.
- Develop technical drawings.
- Prepare final estimate of Cost of the Work.
- Review final documents with Owner prior to bidding.

ADDITIONAL SERVICES

Additional Services are not included in the Basic Services described above, but may be required for the Project or specifically requested by Village of Carol Stream. The list below indicates Additional Services that will be provided by Kluber, Owner, To Be Determined (TBD) or Not Provided for the Project.

Additional Services:	Provided by:
Programming, or Validation of Owner's Project Program, as described below	Not Provided
Existing Facilities:	
Survey of existing facility(ies) (required if Owner's "as-built" drawings are discovered to be unavailable, inaccurate, incomplete or otherwise inconsistent with actual existing conditions)– Included as part of Basic Services	Kluber
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services (as described in AIA B210 – 2007)	Not Provided
Site Evaluation and Design:	
Site Evaluation and Planning (in accordance with AIA B203 – 2007)	Not Provided
Civil Engineering	Not Provided
Landscape Design	Not Provided
Architectural and Interior Design:	
Multiple preliminary designs/options during Schematic Design Phase – Limited, included as part of Basic Services	Kluber
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by Owner	Not Provided
Historic Preservation (in accordance with AIA B205 – 2007)	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards, (in accordance with AIA B252 – 2007)	Not Provided
Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2007)	Not Provided
Green Design:	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2007)	Not Provided
Engineered Systems:	
Commissioning of engineered systems	Not Provided
Telecommunications/data systems design	Not Provided
Cost Control:	
Value Analysis (in accordance with AIA B204 – 2007)	Not Provided
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Not Provided
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc.)	Not Provided
Architect's Instruments of Service:	
As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives)	Kluber
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to Owner in AutoCAD .dwg format	Not Provided
Project Delivery, Coordination and Management:	
Coordination of design/engineering consultants employed directly by Owner	Not Provided
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	Not Provided
Construction:	
Conformed construction documents (incorporating Addenda and permit revisions)	Kluber
On-site project representation	Not Provided
Post-occupancy evaluation	Not Provided



Bidding Phase:

- Assist Owner in contacting potential bidders for Project.
- Prepare agenda and attend pre-bid meeting.
- Respond to contractor questions during bidding.
- Issue addenda (if required).
- Attend bid opening.
- Perform contractor bid review evaluations.
- Prepare and issue contractor bid results letter.
- Prepare documents for permit submission by the Contractor and respond to permit comments from the Authority Having Jurisdiction.

Construction Administration Phase:

- Prepare agenda and attend pre-construction meeting.
- Respond to Contractor questions.
- Review progress pay requests if requested.
- Participate in construction meetings via conference call as required.
- Perform site visits per month for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents with a maximum of 8 visits.
- Perform up to two (2) reviews of each construction submittal.
- Perform one (1) site visit to confirm Substantial Completion and identify punch list items.
- Perform one (1) site visit to verify completion of punch list items and confirm Final Completion of the Work.

COMPENSATION

Kluber, Inc. proposes to provide the Basic Services described above for a lump sum fee of \$124,000.00, provided the Cost of the Work does not exceed \$1,900,000.00.

Kluber, Inc. proposes to provide the Additional Services described above for the fees scheduled below.

Compensation for Basic and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.

Our billing for Services will be based on progress of the work performed and is outlined as follows:

Basic Services:

Schematic Design Phase	\$19,800.00
Design Development Phase	\$29,720.00
Construction Documents Phase	\$74,480.00
Total Basic Services Fee:.....	
	\$124,000.00

Additional Services:

As requested	At Hourly Rates listed below
Bidding/Negotiation Phase	\$5,200.00
Construction Administration Phase	\$32,300.00
Each additional Site Visit (beyond 8 visits)	\$1,350.00

Reimbursable Expenses incurred in connection with our services will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$750.00.



Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2023):

Kluber Architects + Engineers Staff	Hourly Rate
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III.....	\$165.00
Project Electrical Engineer II.....	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I.....	\$115.00
Project Technologist.....	\$165.00
Project Architect III.....	\$135.00
Project Architect II.....	\$115.00
Project Architect I.....	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II.....	\$95.00
Interior Designer I.....	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator.....	\$75.00
Project Coordinator.....	\$55.00
Mark-up for hourly Projects (indirect costs, OH & P).....	20.0%

Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

TIMING

All services contemplated within this proposal shall be completed within 12 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above. This proposal is valid for a period of up to 45 days from the date noted on this proposal.



FINAL NOTE

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,



Michael T. Kluber, P.E.
President
Kluber, Inc.

Accepted (Signature)

Date

By (printed name and title)

Confidentiality Notice: The contents of this proposal are confidential and may not be distributed to persons other than Village of Carol Stream.



Exhibit A

Carol Stream Public Works Phase III Improvement Project

High Priority	Medium Priority	Low Priority
Zoned Climate Control in Admin Building	Refinish floor in water garage	Touch up and spot finish floor in north garage
Redesign Lunchroom	Refinish floor in south garage	Add bathroom to south garage
Men's and women's locker room rehab	Touch up and spot finish floor in mechanics garage	Add bathroom to north garage
Storage Needs for files	Replace AC in Cody's Office located in south garage	Rekey all exterior doors
Adding additional overhead door to south garage	Fall arrest beams in south and mechanics garage	Rekey all interior doors
Truck Scale	Secure outside access from mechanics garage to admin.	Replace vehicle exhaust system in mechanic garage
Replace AC units in Mechanics Garage	Require prox card access to Admin side of building	
Replace heaters in Water Garage	Supervisor Office Furniture (Jason, Cody, Andrew)	
Add recirculator to hot water		
New flooring in Admin Building		
Exhaust system for locker rooms		

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager *RMM*
DATE: September 26, 2023
RE: Liquor License – 7-Eleven, 425 E. Geneva Road

7-Eleven Inc. d/b/a 7-Eleven #38850H located at 425 E. Geneva Road is changing ownership and relinquishing their liquor license to JSK2 Inc. d/b/a 7-Eleven #38850A. Attached for your consideration is an Ordinance decreasing a Class PL liquor license issued to 7-Eleven Inc. and increasing a Class PL liquor license to the new owners JSK2 Inc. located at 425 E. Geneva Road.

The application submitted by JSK2 Inc. has found to be in order and background checks have been performed. Mayor Saverino as Local Liquor Commissioner is recommending issuance of this license.

Accordingly, staff recommends adoption of the attached Ordinance.

ORDINANCE NO. 2023-10-_____

AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM CODE OF ORDINANCES BY DECREASING THE NUMBER OF CLASS PL LIQUOR LICENSES FROM 6 TO 5 (7-ELEVEN INC. d/b/a 7-ELEVEN #38850H, 425 E. GENEVA ROAD) AND INCREASING THE NUMBER OF CLASS PL LIQUOR LICENSES FROM 5 TO 6 (JSK2 INC. d/b/a 7-ELEVEN #38850A, 425 E. GENEVA ROAD)

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class PL Liquor Licenses from six (6) to five (5).

SECTION 2: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class PL Liquor Licenses from five (5) to six (6).

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

PASSED AND APPROVED THIS 2nd DAY OF OCTOBER, 2023.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE ADOPTION OF THE 2023 DUPAGE COUNTY
MULTI-JURISDICTIONAL NATURAL HAZARD PLAN**

WHEREAS the Village of Carol Stream is subject to natural hazards, such as floods, severe summer and winter storms, tornadoes, and extreme heat events, that can threaten lives, damage property, close businesses, disrupt traffic, and present public health and safety hazards; and

WHEREAS, the County of DuPage has prepared a multi-hazard mitigation plan, hereby known as the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Village of Carol Stream from the impacts of future hazards and disasters; and

WHEREAS, the Village of Carol Stream has participated in the development and update of the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan; and

WHEREAS, adoption by the Village of Carol Stream demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.

**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: The 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan is hereby adopted as an official plan of the Village of Carol Stream.

SECTION 2: Gregory R. Ulreich, Civil/Stormwater Engineer, is hereby appointed as the Village's designee for participating in the yearly annual reporting and five-year updating processes.

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

PASSED AND APPROVED this 2ND day of October 2023.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan (NHMP)

Quick Facts

- This plan makes DuPage County and participating jurisdictions eligible for federal Hazard Mitigation Assistance (HMA) grant funding, such as Hazard Mitigation Grant Program (HMGP) and Building Resilient Infrastructure and Communities (BRIC) funding.
 - The County was awarded federal funding to complete this plan update.
 - DuPage County departments, including the Office of Homeland Security and Emergency Management, Stormwater Management, Building & Zoning, Division of Transportation, Public Works, and GIS/IT, have been working with Integrated Solutions Consulting to complete the 2023 NHMP update.
- FEMA requires that the NHMP be updated every 5 years to stay eligible for HMA funding.
 - The previous NHMP was updated and adopted in 2018.
 - The next NHMP will be updated and adopted in 2028.
- This plan assesses risk and vulnerabilities in the County as it relates to natural hazards, such as tornadoes, severe summer and winter storms, drought, etc. Sixteen (16) total natural hazards were included in the plan.
- Participating jurisdictions were asked to send a representative to a workshop (facilitated by the County and Integrated Solutions Consulting) that tasked the representatives with (1) providing an updated report on mitigation actions identified in the previous plan update; (2) assessing the risks that natural hazards pose to their community present day; and (3) identifying new mitigation actions and projects to include in the update that mitigate these risks.
 - Please note that the specification of these mitigation projects in the NHMP **does not obligate** completion of the projects identified, but rather makes the community eligible for federal funding should they choose to apply for it in order to complete the project.
- At the County level, the planning process included engaging the public and asking their input. This was achieved by holding a public meeting outside of normal working hours. An online questionnaire was also circulated to engage members of the public who wished to provide input. We were very pleased to receive more than 600 responses.
- This plan is one of the first in the nation to be reviewed by FEMA under the newest update to the Local Hazard Mitigation Planning Policy Guide that became effective in April 2023. Two key elements of the new policy guide put emphasis on planning for equitable outcomes and the impacts of climate change within the County.
- The 2023 update of the DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan received Approvable Pending Adoption (APA) status from FEMA on June 1, 2023. Upon adoption by the DuPage County Board on June 27, 2023, the plan will be considered fully approved. Participating jurisdictions will then follow in adopting the plan.

From: Dieckman, Craig <Craig.Dieckman@dupageco.org>

Sent: Saturday, July 1, 2023 2:28 PM

Subject: Action Req'd: Local Adoption of DuPage County's Natural Hazard Mitigation Plan

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Thank you for being your community's Natural Hazard Mitigation Plan (NHMP) update designee. If this email has not reached the correct person, please notify Mia Gerace (contact info below) and forward this message on to the individual responsible for this item.

The 2023 update of the NHMP has been completed. FEMA approved the NHMP pending adoption on June 1, 2023. The NHMP was adopted by the DuPage County Board on June 27, 2023, therefore granting the plan full approval by FEMA.

Participating jurisdictions may now adopt the 2023 NHMP. Attached are three items. First (and FYI-only) is the resolution that was passed by the County Board. The second attachment is a template resolution drafted for you to use when adopting the NHMP at the local level. Please note that as the designee for NHMP annual reporting and five-year updating processes, the document asks for your name and title. The third attachment is a one-page, bullet-pointed and highlighted factsheet about the plan that you can share with members of the board(s) that will be asked to adopt this plan.

It is important that the plan be adopted by each participating jurisdiction to be eligible for federal hazard mitigation assistance grants. Additionally, it is imperative that the plan be adopted within the next year (before June 1, 2024). Therefore, it is recommended that the plan be adopted at the earliest possible board meeting.

Once your community adopts the plan and the resolution is signed, please submit a PDF copy to Mia Gerace via email at mia.gerace@dupageco.org.

Link to plan PDF on OHSEM's Protect DuPage website: https://www.dupagecounty.gov/government/departments/OHSEM/protect_dupage/natural_hazard_mitigation.php

If there are any questions, please contact Mia Gerace at mia.gerace@dupageco.org or 630-407-2937 with any questions.

Thank you,

Craig Dieckman
Director
DuPage County
Office of Homeland Security & Emergency Management (OHSEM)
418 North County Farm Road
Wheaton, IL 60187



Resolution
JPS

Adoption of the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan

WHEREAS, the County of DuPage is subject to natural hazards, such as floods, severe summer and winter storms, tornadoes, and extreme heat events, that can threaten lives, damage property, close businesses, disrupt traffic, and present public health and safety hazards; and

WHEREAS, the County of DuPage has prepared a multi-hazard mitigation plan, hereby known as the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in DuPage County from the impacts of future hazards and disasters; and

WHEREAS, the County has participated in the development and update of the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan; and

WHEREAS, adoption by the County of DuPage demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED that:

The 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan is hereby adopted as an official plan of DuPage County.

BE IT FURTHER RESOLVED, that the County Clerk be directed to transmit certified copies of this Resolution to the Illinois Emergency Management Agency, 2200 S. Dirksen Parkway, Springfield, Illinois, 62703 and the Federal Emergency Management Agency, 536 South Clark Street, Chicago, Illinois, 60605.

Enacted and approved this 27 day of June, 2023 at Wheaton, Illinois.

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek, County Clerk

RESOLUTION NO. _____

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

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

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to dispose of the surplus property.

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 POWER, as follows:

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated October 2, 2023.

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

PASSED AND APPROVED THIS 2nd DAY OF OCTOBER, 2023

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor


ATTEST:

Julia Schwarze, Village Clerk

EXHIBIT "A"

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager

FROM: Brad C. Fink, Director of Public Works 

DATE: October 2, 2023

RE: Surplus Declaration Public Works Equipment

The Department has identified the following Village personal property that is no longer necessary or useful to the Village and is requesting it to be declared surplus.

Skid Steer Sweeper Broom

This sweeper broom attaches to the front of the skid steer and is primarily used in the Street Division to clean construction areas and asphalt. The 2012 sweeper needs repair and is beyond its useful life. The sweeper broom has already been replaced and staff would like to auction this piece of equipment.



Staff recommends this item be declared surplus by the Mayor and Board of Trustees and the Village Manager be authorized to dispose of it pursuant to the provisions of Section 5-8-15 of the Carol Stream Code of Ordinances.

Village of Carol Stream

Interdepartmental Memo

To: Bob Mellor, Village Manager
From: Ann Delort - Secretary
Date: September 25, 2023
Re: Carol Stream Chamber of Commerce
Waiver of Amplification Fee

The Carol Stream Chamber of Commerce is hosting a "Strides For Scholarships 5K" event on Saturday, October 7, 2023 from 6:00 am – 12 noon at Fountain View Recreation Center. They are requesting a waiver of the amplification fee in addition to a request to start earlier than the prohibited start time of 9:00 am. The actual race starts at 8:00 am.

Proceeds from this event will benefit Carol Stream seniors so they can further their education.

The application and required paperwork has been received and filed in the Administration office.

Please include this on the agenda for the October 2, 2023 Board meeting.

Thank you.

Enclosure



September 27, 2023

Mayor Frank Saverino
Trustees of the Village of Carol Stream
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

Dear Mayor Saverino and Trustees,

On October 7, 2023, the Carol Stream Chamber of Commerce Foundation will be hosting its first 5k for the purpose of raising funds for our scholarship fund.

I am requesting that the \$25 Sound Amplification Permit Application fee be waived.

Your consideration in this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Miriam Jones'. The signature is fluid and cursive, with a large initial 'M' and a long, sweeping tail.

Miriam Jones, CEO

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCTOBER 02, 2023**

AGENDA ITEM
L-1 10/2/23

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AEP ENERGY					
OW EAGLE VIEW DR 07/19-08/15/23 MASTER AC	29.77	01670300-53213	STREET LIGHT ELECTRICITY	3021359178 AUG-2023	
1025 LIES RD 08/15-09/14/23	41.12	01670300-53213	STREET LIGHT ELECTRICITY	3013130446 SEP-2023	
115 KEHOE BLVD 07/19-08/15/23 MASTER ACCT	20.36	01670300-53213	STREET LIGHT ELECTRICITY	3021359145 AUG-2023	
300 BENNETT DR 07/20-08/18/23	1,908.78	01670300-53213	STREET LIGHT ELECTRICITY	3013130367 AUG-2023	
MASTER ACCT-5025 07/19-08/15/23	431.04	01670300-53213	STREET LIGHT ELECTRICITY	3021359167-AUG 2023	
MORTON, LIES 07/21-08/21/23	167.79	01670300-53213	STREET LIGHT ELECTRICITY	3021359134-AUG 2023	
	<u>2,598.86</u>				
ALEXIS ARAOZ, GIS ANALYST					
GIS CONTRACTORS-SEP 2023	3,840.92	01652800-52257	GIS SYSTEM	0000028	
	<u>3,840.92</u>				
ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
FIRST AID SUPPLIES	121.28	01590000-53317	OPERATING SUPPLIES	ORD4-011963	
	<u>121.28</u>				
ATLAS BOBCAT, LLC					
BOBCAT SKID-STEER PO-4080	7,908.00	10670000-54415	VEHICLES	Q58386	20240063
	<u>7,908.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
BLDG PLAN REV-1271 COUNTY FARM RD 23-162!	1,448.00	01643700-52253	CONSULTANT	62702	
BLDG PLAN REV-400 MAIN PL 23-0449-RMDC	155.00	01643700-52253	CONSULTANT	62739	
FIRE ALARM REV-250 GARY AVE 23-1592-FIRE	6,585.00	01643700-52253	CONSULTANT	62677	
FIRE SPRINKLER REV-270 ARMY TR 23-1685-FIRE	425.00	01643700-52253	CONSULTANT	62671	
FIRE SPRINKLER REV-494 MISSION ST 23-1668-FI	650.00	01643700-52253	CONSULTANT	62676	
	<u>9,263.00</u>				
CHARLES COPLEY ROOFING CO INC					
ROOF REPAIR-N GARAGE PO-4081	39,730.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT 11259		20240075
	<u>39,730.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCTOBER 02, 2023**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
KUHN RD, RT64 07/18-08/16/23	31.81	01662300-52298	ATLE SERVICE FEE	4202129060 AUG-2023	
KUHN RD, RT64 08/16-09/15/23	32.50	01662300-52298	ATLE SERVICE FEE	4202129060 09/15/23	
	64.31				
CORE & MAIN LP					
SEWER PLUGS	149.63	04101500-53317	OPERATING SUPPLIES	T519044	
STORM PLUG, 90 BEND	93.55	01670600-53317	OPERATING SUPPLIES	T536205	
	243.18				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
JANITORIAL SVC-OCT 2023	4,155.00	01680000-52276	JANITORIAL SERVICES	31349	
	4,155.00				
DIANA MCDERMOTT					
IGFOA 2023-MCDERMOTT REIMB 09/17-09/19/2	402.26	01610100-52223	TRAINING	IGFOA.2023-MCDERMOTT	
	402.26				
DUPAGE COUNTY					
CJIS ACCESS-QTR END 08/31/23	750.00	01662600-52247	DATA PROCESSING	IA 894	
	750.00				
DUPAGE COUNTY ANIMAL CARE & CONTROL					
ANIMAL SVC-AUG 2023	150.00	01662700-52249	ANIMAL CONTROL	21413	
	150.00				
EARTHWERKS LAND IMPROVEMENT & DEVELOPMENT CORP					
KLEIN CREEK STABILIZATION-SEC I PO-426675	10,795.20	11740000-55488	STORMWATER UTILITIES	2023-035	
KLEIN CREEK STABILIZATION-SEC I PO-426675	51,948.00	11740000-55488	STORMWATER UTILITIES	2023-035	
KLEIN CREEK STABILIZATION-SEC I PO-426675	86,570.00	11740000-55488	STORMWATER UTILITIES	2023-035	
KLEIN CREEK STABILIZATION-SEC I PO-426675	101,773.80	11740000-55488	STORMWATER UTILITIES	2023-035	
	251,087.00				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ENGINEERING RESOURCE ASSOCIATES INC					
KLEIN CREEK PH 3-AUG 2023 PO-462709 PAY #1	135.38	11740000-55488	STORMWATER UTILITIES	160914C3.01	20240066
KLEIN CREEK SEC I, PH 3-AUG 2023 PO-462680 P	2,176.00	11740000-55488	STORMWATER UTILITIES	160914CE.11	
	2,311.38				
FOUNTAIN TECHNOLOGIES, LTD					
TC-FTN CLEANING SVC 08/30, 09/06, 09/13/23	3,395.00	01680000-52219	TC MAINTENANCE	14647	
	3,395.00				
GOVTEMPSUSA LLC					
OFFICE MANAGER-D KALKE 09/10, 09/17/23	3,474.40	01590000-52253	CONSULTANT	4257882	
	3,474.40				
H & H ELECTRIC COMPANY					
STREET LIGHT REPAIRS PO-4051	4,471.29	01670300-52271	STREET LIGHT MAINTENANCE	42046	20240074
	4,471.29				
JOHN L FIOTI					
ADJUDICATION-SEP 2023	575.00	01570000-52238	LEGAL FEES	SEPTEMBER 2023	
	575.00				
KLUBER, INC.					
CONSTR OVERSIGHT PO-4069 PAY #3	6,552.91	11740000-55487	FACILITY CAPITAL IMPROVEMENT 8642		20240044
	6,552.91				
LANDSCAPE MATERIAL & FIREWOOD SALES INC					
MULCH-SEED	410.00	01670400-53317	OPERATING SUPPLIES	33332	
	410.00				
LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECUTION-SEP 2023	2,400.00	01570000-52235	LEGAL FEES-PROSECUTION	2023-9	
PROSECUTION-SEP 2023	6,428.07	01570000-52312	PROSECUTION DUI	2023-9	
	8,828.07				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LECHNER & SONS					
MATS, TOWELS, WIPES 08/30/23	23.55	01696200-53317	OPERATING SUPPLIES	3271123	
MATS, TOWELS, WIPES 08/30/23	49.99	01670100-53317	OPERATING SUPPLIES	3271123	
MATS, TOWELS, WIPES 09/13/23	23.55	01696200-53317	OPERATING SUPPLIES	3276656	
MATS, TOWELS, WIPES 09/13/23	49.99	01670100-53317	OPERATING SUPPLIES	3276656	
	147.08				
LRS HOLDINGS LLC					
STREET SWEEP SVC PO-4041	10,714.06	01670600-52272	PROPERTY MAINTENANCE	PS559498	20240016
STREET SWEEPING-AUG 2023	4,642.00	01670500-52265	HAULING	LR5454329	
	15,356.06				
MANHARD CONSULTING					
SPACE STUDY-TC PO-4602183	9,230.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT 83663		20240054
	9,230.00				
MARCOTT ENTERPRISES, INC.					
STONE 08/31/23	2,156.18	04201600-53317	OPERATING SUPPLIES	22331	
	2,156.18				
MARK E RADABAUGH					
TAPING, EDITING 09/18/23	100.00	01590000-52253	CONSULTANT	23-0230	
	100.00				
MARNAT, LLC					
FIREWORKS 07/01/23, HEALTH PERMIT REFUND	153.38	01750000-52291	MISC EVENTS/ACTIVITIES	20066730	
	153.38				
MEADE ELECTRIC COMPANY INC					
OPTICOM REPAIR	82.84	01670300-52272	PROPERTY MAINTENANCE	706030	
	82.84				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MELANIPHY & ASSOCIATES, INC					
RETAIL MARKET STUDY	1,000.00	01640100-52222	MEETINGS	5	
	<u>1,000.00</u>				
MID AMERICAN WATER INC					
4" 45, B-BOX PARTS, TRACER WIRE	2,469.00	04201600-53317	OPERATING SUPPLIES	222506A	
N12 GASKETS	177.00	04101500-53317	OPERATING SUPPLIES	222554A	
	<u>2,646.00</u>				
MNJ TECHNOLOGIES DIRECT					
BARRACUDA EMAIL PROTECTION	5,913.25	01652800-52255	SOFTWARE MAINTENANCE	CINV004008012	
WATCHGUARD STORAGE PO-1968	4,678.23	02385200-54413	COMPUTER EQUIPMENT	CINV004020231	20240069
WATCHGUARD STORAGE PO-1968	4,678.24	02385400-54413	COMPUTER EQUIPMENT	CINV004020231	20240069
	<u>15,269.72</u>				
MUNICIPAL CLERKS OF DUPAGE CO					
CLERKS MTG-OCT 2023	35.00	01520000-52222	MEETINGS	MCDC 10/04/23	
	<u>35.00</u>				
NAPCO STEEL INC					
SP ALUM ANGLE	179.65	01696200-53354	PARTS PURCHASED	468572	
	<u>179.65</u>				
NICOR					
124 GERZEVSKE LN 08/18-09/19/23	49.37	04201600-53230	NATURAL GAS	13811210007 SEP-2023	
1348 CHARGER CT 08/21-09/20/23	166.55	04101500-53230	NATURAL GAS	86606011178 SEP-2023	
200 TUBEWAY DR 08/17-09/18/23	50.81	04101500-53230	NATURAL GAS	14309470202 SEP-2023	
	<u>266.73</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
OMI					
WRC CAPEX FEB-2023 PO-4039 PAY #12	11,105.46	04101100-52262	WRC CONTRACT	351199-CE-30	20240005
WRC OPERATIONS & MAINT-AUG 2023 PO-4039	168,520.75	04101100-52262	WRC CONTRACT	351199-27-04	20240005
WRC OPERATIONS & MAINT-OCT 2023 PO-4039	168,520.75	04101100-52262	WRC CONTRACT	351199-27-06	20240005
WRC TEMP DEWATERING PO-4039 PAY #11	17,920.00	04101100-52262	WRC CONTRACT	351199-TD-07	20240005
WRC TEMP DEWATERING PO-4039 PAY #9	17,920.00	04101100-52262	WRC CONTRACT	351199-TD-05	20240005
	383,986.96				
PENN CREDIT					
PENN COLLECTION FEES-AUG 2023	6.30	01000000-45402	ORDINANCE VIOLATIONS	141593	
	6.30				
PETTY CASH					
PETTY CASH 10/02/23	961.84	01-10307	PETTY CASH	PETTY CASH 10/02/23	
	961.84				
PRIME LANDSCAPING GROUP, LLC					
MOWING SVC PO-4046 SEP-2023 PAY #5	7,464.59	01670400-52272	PROPERTY MAINTENANCE	2029	20240010
PLANT-BED SVC PO-4047 SEP-2023 PAY #5	3,621.57	01670400-52272	PROPERTY MAINTENANCE	2029-1	20240011
	11,086.16				
REFUNDS MISC					
#000593-0013, 565 RANDY RD-REFUND	984.00	01-24320	STORM WATER SECURITY DEPOSIT	665 RANDY RD-2023	
375 VILLAGE DR-STORMWATER REFUND	9,757.50	01-24320	STORM WATER SECURITY DEPOSIT	75 VILLAGE DR.2023	
HYDRANT METER-REFUND	1,100.00	04-24132	METER DEPOSITS (HYDRANT)	490 MAIN PL-2023	
HYDRANT METER-REFUND	1,100.00	04-24132	METER DEPOSITS (HYDRANT)	FAIR OAKS@LIES-2023	
TICKET 248985-DUPLICATE PAYMENT	60.00	01000000-45402	ORDINANCE VIOLATIONS	TICKET 248985	
	13,001.50				
ROAD SAFE TRAFFIC SYSTEMS					
VINYL NUMBERS	400.00	01696200-53317	OPERATING SUPPLIES	184090	
WATER GARAGE BOOT	166.00	04201600-53317	OPERATING SUPPLIES	184091	
	566.00				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SAE CUSTOMS INC					
UNIT 626 UPFIT PO-4663185	0.00	01662700-52244	MAINTENANCE & REPAIR	4606	20240068
UNIT 626 UPFIT PO-4663185	13,758.07	01662700-53350	SMALL EQUIPMENT EXPENSE	4606	20240068
UNIT 636 UPFIT PO-4663184	7,834.53	01662700-53350	SMALL EQUIPMENT EXPENSE	4602	20240073
UNIT 638 UPFIT PO-4663181	7,882.03	01662700-53350	SMALL EQUIPMENT EXPENSE	4605	20240070
UNIT 639 UPFIT PO-4663183	7,882.03	01662700-53350	SMALL EQUIPMENT EXPENSE	4603	20240072
UNIT 642 UPFIT PO-4663182	8,667.21	01662700-53350	SMALL EQUIPMENT EXPENSE	4604	20240071
	<u>46,023.87</u>				
SCANLON EXCAVATING AND CONCRETE INC					
DRAINAGE IMPROVEMENTS PO-462686 PAY #5 F	6,365.60	11-21439	RETAINAGE - SCANLON EXCAVAT	23-168	
	<u>6,365.60</u>				
SCHINDLER ELEVATOR CORPORATION					
VH-HYDRAULIC PRESSURE TEST	1,150.00	01680000-52244	MAINTENANCE & REPAIR	7153792815	
	<u>1,150.00</u>				
SLE TECHNOLOGIES, INC					
FOUR COLUMN LIFTS PO-4071 PAY #1	66,312.61	01696200-53350	SMALL EQUIPMENT EXPENSE	26156	20240067
FOUR COLUMN LIFTS PO-4071 PAY #2	700.00	01696200-53350	SMALL EQUIPMENT EXPENSE	26234	20240067
	<u>67,012.61</u>				
TIF 3 NORTH AND SCHMALE RD					
SALES TAX-JUN 2023	-10,534.20	22000000-49340	SALES TAX CONTRIB - RDA#1	TIF3 09/30/23	
SALES TAX-JUN 2023	10,534.20	01720000-58340	SALES TAX TFR - RDA#1	TIF3 09/30/23	
SALES TAX-JUN 2023	10,534.20	22-11105	CASH - TRUST	TIF3 09/30/23	
	<u>10,534.20</u>				
TOM ANDREJEVIC					
CLOTH ALLOW-ANDREJEVIC 09/26/23	419.83	01660100-53324	UNIFORMS	RACK 09/26/23	
	<u>419.83</u>				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TRANSYSTEMS CORPORATION					
LIES RD-BIKE PATH, PH 3 PO-462693 PAY #7	7,780.91	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	P401180087	
	<u>7,780.91</u>				
VILLAGE OF BLOOMINGDALE					
TRUCK SCALE MAINT 09/01/23-08/31/24	1,000.00	01660100-52234	DUES & SUBSCRIPTIONS	23-0001138	
	<u>1,000.00</u>				
WHEATON SANITARY DISTRICT					
345 PRESIDENT ST-REFUND ACCT.19436	9,348.72	04000000-44225	SEWER BILLINGS	01/27/05-08/31/23	
	<u>9,348.72</u>				
WINDY CITY CLEANING EQUIP & SUPPLIES					
PRESSURE WASHER W/S GARAGE	134.98	04201600-53317	OPERATING SUPPLIES	005749	
TRUCK RIGSHINE	541.65	01670500-53317	OPERATING SUPPLIES	005762	
TRUCK RIGSHINE	541.65	01670700-53317	OPERATING SUPPLIES	005762	
TRUCK RIGSHINE	541.66	01670200-53317	OPERATING SUPPLIES	005762	
	<u>1,759.94</u>				
GRAND TOTAL	<u><u>\$957,958.94</u></u>				

The preceding list of bills payable totaling \$ 957,958.94 was reviewed and approved for payment.

Approved by:

Digitally signed by Robert Mellor
DN: cn=Robert Mellor, o=Village of Carol Stream, ou=Administration, email=bmellor@carolstream.org,
c=US
Date: 2023.09.29 10:56:48 -05'00'

Date: 9/29/23

Bob Mellor –Village Manager

Authorized by:

Frank Saverino Sr-Mayor

Julia Schwarze- Village Clerk

**ADDENDUM WARRANTS
SEPTEMBER 19, 2023 Thru OCTOBER 02, 2023**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll September 4, 2023 thru September 17, 2023	670,596.93
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll September 4, 2023 thru September 17, 2023	62,427.68
				733,024.61

Approved this _____ day of _____, 2023

By: _____
Frank Saverino Sr-Mayor

Julia Schwarze - Village Clerk

Village of Carol Stream
General Fund Budget Summary
For the Month Ended August 31, 2023

MONTH

YTD

BUDGET

REVENUES

	MONTH				YTD				BUDGET				
	Last Year Aug	Current Year Aug	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance	
			\$	%			\$	%				\$	%
Property Tax	\$ 330,595	\$ 252,126	\$ (78,469)	-24%	\$ 2,337,974	\$ 2,292,325	\$ (45,649)	-2%	\$ 3,800,000	\$ 2,300,000	\$ 2,292,325	\$ (7,675)	0%
Sales Tax	842,601	788,010	(54,591)	-6%	3,019,663	2,868,965	(150,698)	-5%	9,600,000	3,108,982	2,868,965	(240,017)	-8%
Home Rule Sales Tax	655,671	588,960	(66,711)	-10%	2,281,141	2,107,633	(173,508)	-8%	7,200,000	2,427,292	2,107,633	(319,660)	-13%
State Income Tax	323,123	393,636	70,513	22%	2,587,145	2,400,798	(186,347)	-7%	6,190,000	2,311,884	2,400,798	88,914	4%
Fines (Court, Ord., ATLE, Towing)	123,436	130,712	7,276	6%	541,060	484,932	(56,129)	-10%	1,523,000	496,397	484,932	(11,465)	-2%
Natural Gas Use Tax	8,666	19,328	10,661	123%	125,949	115,447	(10,501)	-8%	630,000	133,323	115,447	(17,875)	-13%
Other Taxes (Use, Hotel, PPRT													
Video Gaming, Alcohol)	226,735	236,133	9,398	4%	1,068,009	1,109,694	41,685	4%	3,305,400	1,158,189	1,109,694	(48,495)	-4%
Licenses	332	1,971	1,639	494%	28,491	15,599	(12,892)	-45%	242,900	197,889	15,599	(182,290)	-92%
Cable Franchise Fees	109,925	97,493	(12,432)	-11%	242,762	218,370	(24,392)	-10%	500,100	166,700	218,370	51,670	31%
Building Permits	47,824	42,541	(5,282)	-11%	294,895	221,368	(73,528)	-25%	682,000	363,000	221,368	(141,632)	-39%
Fees for Services	87,410	66,184	(21,226)	-24%	257,444	237,485	(19,959)	-8%	721,600	289,733	237,485	(52,248)	-18%
Interest Income	28,593	38,910	10,316	36%	82,980	159,220	76,240	92%	605,000	201,667	159,220	(42,446)	-21%
All Other / Miscellaneous	94,607	75,090	(19,517)	-21%	386,057	452,729	66,672	17%	1,310,000	456,667	452,729	(3,938)	-1%
Revenue Totals	\$ 2,879,517	\$ 2,731,092	\$ (148,425)	-5%	\$ 13,253,571	\$ 12,684,565	\$ (569,007)	-4%	\$ 36,310,000	\$ 13,611,722	\$ 12,684,565	\$ (927,157)	-7%

EXPENDITURES

Fire & Police Commission	\$ 8,935	\$ 360	\$ (8,575)	-96%	\$ 12,042	\$ 5,999	\$ (6,043)	-50%	\$ 62,596	\$ 20,865	\$ 5,999	\$ (14,866)	-71%
Village Board & Clerk	7,694	6,077	(1,617)	-21%	60,710	52,295	(8,415)	-14%	156,850	52,283	52,295	12	0%
Plan Commission & ZBA	200	141	(59)	-29%	1,042	1,388	346	33%	6,925	2,308	1,388	(921)	-40%
Emergency Services	-	-	-	0%	-	-	-	0%	8,000	2,667	-	(2,667)	-100%
Legal Services	27,420	16,998	(10,422)	-38%	72,275	62,757	(9,518)	-13%	223,100	74,367	62,757	(11,609)	-16%
Administration	61,717	67,470	5,753	9%	326,329	314,461	(11,868)	-4%	1,004,287	334,762	314,461	(20,302)	-6%
Employee Relations	15,380	35,794	20,414	133%	139,609	137,972	(1,638)	-1%	516,772	172,257	137,972	(34,285)	-20%
Financial Management	99,296	65,165	(34,131)	-34%	282,141	289,711	7,570	3%	748,615	249,538	289,711	40,173	16%
Engineering Services	80,243	87,197	6,954	9%	379,272	454,166	74,894	20%	1,253,239	436,855	454,166	17,311	4%
Community Development	75,123	87,368	12,246	16%	361,898	420,121	58,223	16%	1,235,712	416,040	420,121	4,081	1%
Information Technology	143,506	103,641	(39,865)	-28%	511,178	602,610	91,432	18%	1,683,029	561,010	602,610	41,601	7%
Police	1,244,861	1,555,027	310,165	25%	6,292,459	6,515,319	222,860	4%	19,264,007	6,691,839	6,515,319	(176,520)	-3%
Public Works	268,157	294,477	26,320	10%	1,608,484	2,679,211	1,070,727	67%	5,442,797	2,550,525	2,679,211	128,686	5%
Municipal Building	50,963	32,475	(18,488)	-36%	116,933	156,257	39,324	34%	563,481	208,497	156,257	(52,240)	-25%
Municipal Garage	(241)	(5,341)	(5,100)	2118%	(1,404)	(126)	1,279	-91%	-	-	(126)	(126)	100%
Transfers and Agreements	10,283	10,745	462	4%	207,852	437,266	229,414	110%	1,053,000	498,500	437,266	(61,234)	-12%
Town Center	2,121	8,761	6,640	313%	106,659	112,012	5,353	5%	137,590	100,000	112,012	12,012	12%
Expenditure Totals	\$ 2,095,658	\$ 2,366,354	\$ 270,696	13%	\$ 10,477,478	\$ 12,241,419	\$ 1,763,940	17%	\$ 33,360,000	\$ 12,372,314	\$ 12,241,419	\$ (130,895)	-1%
Net Increase / (Decrease)	\$ 783,859	\$ 364,738	\$ (419,121)		\$ 2,776,093	\$ 443,146	\$ (2,332,947)		\$ 2,950,000	\$ 1,239,408	\$ 443,146	\$ (796,262)	

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended August 31, 2023

	MONTH				YTD				BUDGET					
	Last Year Aug	Current Year Aug	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %		
REVENUES														
Water Billings	\$ 758,035	\$ 787,488	29,453	4%	\$ 3,161,006	\$ 3,244,543	83,537	3%	\$ 9,064,000	\$ 3,222,372	\$ 3,244,543	22,171	1%	
Sewer Billings	351,333	363,043	11,710	3%	1,453,542	1,506,292	52,750	4%	4,125,000	1,466,492	1,506,292	39,800	3%	
Penalties/Admin Fees	13,286	15,636	2,350	18%	51,570	49,463	(2,106)	-4%	151,000	50,333	49,463	(870)	-2%	
Connection/Expansion Fees	-	-	-	0%	-	-	-	0%	-	-	-	-	0%	
Interest Income	23,988	90,371	66,383	277%	64,076	337,665	273,589	427%	540,000	180,000	337,665	157,665	88%	
Rental Income	14,149	11,911	(2,238)	-16%	56,242	55,265	(977)	-2%	143,000	47,667	55,265	7,598	16%	
All Other / Miscellaneous	17,851	3,430	(14,421)	-81%	209,383	382,266	172,883	83%	418,500	322,167	382,266	60,100	19%	
Revenue Totals	\$ 1,178,642	\$ 1,271,879	\$ 93,237	8%	\$ 4,995,819	\$ 5,575,494	\$ 579,675	12%	\$ 14,441,500	\$ 5,289,031	\$ 5,575,494	\$ 286,463	5%	
EXPENDITURES														
Salaries & Benefits	134,967	140,788	5,821	4%	640,607	636,710	(3,897)	-1%	2,275,989	786,659	636,710	(149,949)	-19%	
Purchase of Water	530,246	574,240	43,994	8%	1,860,573	2,007,423	146,850	8%	5,929,000	2,107,838	2,007,423	(100,415)	-5%	
WRC Operating Contract	117,095	163,823	46,729	40%	809,649	764,068	(45,581)	-6%	2,176,000	712,668	764,068	51,400	7%	
Maintenance & Operating	189,921	687,306	497,385	262%	952,109	1,393,467	441,358	46%	2,657,090	885,697	1,393,467	507,770	57%	
IEPA Loan P&I	-	-	-	0%	-	9,000	9,000	100%	368,434	-	9,000	9,000	100%	
DWC Loan P&I	52,967	51,986	(981)	-2%	52,967	51,986	(981)	-2%	51,987	51,987	51,986	(1)	0%	
Capital Outlay	7,788	2,416	(5,371)	-69%	656,915	366,783	(290,132)	-44%	612,000	698,700	366,783	(331,917)	-48%	
Expenditure Totals	\$ 1,032,983	\$ 1,620,560	\$ 587,577	57%	\$ 4,972,820	\$ 5,229,437	\$ 256,617	5%	\$ 14,070,500	\$ 5,243,549	\$ 5,229,437	\$ (14,112)	0%	
Net Increase / (Decrease)	\$ 145,660	\$ (348,680)	\$ (494,340)		\$ 22,999	\$ 346,057	\$ 323,058		\$ 371,000	\$ 45,482	\$ 346,057	\$ 300,575		

Village of Carol Stream
Capital Budget Summary
For the Month Ended August 31, 2023

	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Aug	Aug	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
CAPITAL PROJECTS FUND											
REVENUES											
Electricity Use Tax	\$ 183,012	\$ 169,550	\$ (13,462)	-7%	\$ 602,396	\$ 571,320	\$ (31,076)	-5%	\$ 1,825,000	\$ 571,320	31%
Real Estate Transfer Tax	89,987	42,017	(47,970)	-53%	392,222	173,690	(218,532)	-56%	900,000	173,690	19%
Telecommunications Tax	56,325	45,642	(10,684)	-19%	199,704	184,733	(14,971)	-7%	504,000	184,733	37%
Local Motor Fuel Tax	56,305	58,524	2,220	4%	229,978	228,754	(1,224)	-1%	750,000	228,754	31%
Capital Grants	29,308	2,754	(26,554)	-91%	124,024	39,862	(84,163)	-68%	2,576,000	39,862	2%
Interest Income	35,374	88,983	53,609	152%	94,185	342,993	248,808	264%	800,000	342,993	43%
All Other / Miscellaneous	-	-	-	0%	29,348	-	(29,348)	-100%	-	-	100%
Revenue Totals	\$ 450,310	\$ 407,469	\$ (42,841)	-10%	\$ 1,671,857	\$ 1,541,353	\$ (130,504)	-8%	\$ 7,355,000	\$ 1,541,353	21%
EXPENDITURES											
Roadway Improvements	\$ 85,721	\$ 284,193	\$ 198,472	232%	\$ 2,583,453	\$ 521,135	\$ (2,062,318)	-80%	\$ 2,309,000	\$ 521,135	23%
Facility Improvements	49,110	544,522	495,412	1009%	115,649	1,189,625	1,073,977	929%	4,105,000	1,189,625	29%
Stormwater Improvements	8,791	(124,080)	(132,870)	-1512%	85,550	507,679	422,130	493%	3,000,000	507,679	17%
Miscellaneous	3,130	3,772	642	21%	10,135	7,659	(2,476)	-24%	10,000	7,659	77%
Expenditure Totals	\$ 146,751	\$ 708,407	\$ 561,656	383%	\$ 2,794,786	\$ 2,226,098	\$ (568,688)	-20%	\$ 9,424,000	\$ 2,226,098	24%
Net Increase / (Decrease)	\$ 303,559	\$ (300,938)	\$ (604,496)	-199%	\$ (1,122,929)	\$ (684,745)	\$ 438,184	-39%	\$ (2,069,000)	\$ (684,745)	33%

MFT FUND

REVENUES											
Motor Fuel Tax Allotments	\$ 135,507	\$ 142,228	\$ 6,721	5%	\$ 540,812	\$ 577,255	\$ 36,443	7%	\$ 1,694,000	\$ 577,255	34%
Capital Grants	-	-	-	0%	-	-	-	0%	-	-	0%
Interest Income	8,200	27,022	18,822	230%	20,576	107,878	87,302	424%	160,000	107,878	67%
Revenue Totals	\$ 143,707	\$ 169,250	\$ 25,543	18%	\$ 561,388	\$ 685,133	\$ 123,745	22%	\$ 1,854,000	\$ 685,133	37%
EXPENDITURES											
Street Resurfacing - Capital	\$ -	\$ 1,421,114	\$ 1,421,114	100%	\$ -	\$ 1,901,371	\$ 1,901,371	100%	\$ 3,400,000	\$ 1,901,371	0%
Crack Filling	-	-	-	0%	-	79,743	79,743	100%	100,000	79,743	80%
Rebuild Illinois Bond Projects	1,358	511,595	510,237	37564%	10,331	967,728	957,397	9267%	1,748,000	967,728	55%
Expenditure Totals	\$ 1,358	\$ 1,932,709	\$ 1,931,350	142189%	\$ 10,331	\$ 2,948,842	\$ 2,938,511	0%	\$ 5,248,000	\$ 2,948,842	56%
Net Increase / (Decrease)	\$ 142,348	\$ (1,763,459)	\$ (1,905,807)	-1339%	\$ 551,056	\$ (2,263,709)	\$ (2,814,765)	-511%	\$ (3,394,000)	\$ (2,263,709)	67%

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

Village of Carol Stream
TIF Fund Budget Summary
 For the Month Ended August 31, 2023

NORTH/SCHMALE TIF	MONTH				YTD				BUDGET					
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance		
	Aug	Aug	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%	
REVENUES														
TIF Property Taxes	\$ 9,819	\$ -	\$ (9,819)	-100%	\$ 286,130	\$ 291,340	\$ 5,210	2%	\$ 472,000	\$ 290,000	\$ 291,340	\$ 1,340	0%	
Sales Taxes	10,283	10,745	462	4%	37,574	40,708	3,134	8%	120,000	40,000	40,708	708	2%	
Interest Income	1,978	5,761	3,783	191%	5,084	21,624	16,540	325%	50,000	16,667	21,624	4,958	30%	
Revenue Totals	22,081	16,506	(5,574)	-25%	328,788	353,673	24,884	8%	642,000	346,667	353,673	7,006	2%	
EXPENDITURES														
Legal Fees	\$ -	\$ -	\$ -	0%	\$ 65	\$ -	\$ (65)	-100%	\$ 2,500	\$ 832	\$ -	\$ (832)	-100%	
Other Expenses	-	-	-	0%	148,764	157,167	8,403	6%	302,000	151,000	157,167	6,167	4%	
Expenditure Totals	\$ -	\$ -	\$ -	0%	\$ 148,829	\$ 157,167	\$ 8,339	6%	\$ 304,500	\$ 151,832	\$ 157,167	\$ 5,335	4%	
Net Increase / (Decrease)	\$ 22,081	\$ 16,506	\$ (5,574)		\$ 179,960	\$ 196,505	\$ 16,545		\$ 337,500	\$ 194,835	\$ 196,505	\$ 1,670		

Village of Carol Stream
Police Pension Fund Budget Summary
For the Month Ended August 31, 2023

POLICE PENSION FUND	MONTH				YTD				BUDGET					
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance		
	Aug	Aug	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%	
REVENUES														
Investment Income	\$ 2,975,188	\$ 2,409,415	(565,772)	-19%	\$ (22,263)	\$ 1,576,324	1,598,587	-7180%	\$ 4,100,000	\$ 1,366,667	\$ 1,576,324	209,657	15%	
Employee Contributions	51,569	53,450	1,881	4%	229,894	241,060	11,166	5%	700,000	233,333	241,060	7,726	3%	
Village Contribution	264,678	273,778	9,100	3%	1,058,712	1,095,112	36,400	3%	3,285,332	1,095,112	1,095,112	-	0%	
Other Revenues	-	-	-	0%	-	59	59	100%	-	-	59	59	100%	
Revenue Totals	\$ 3,291,435	\$ 2,736,644	\$ (554,791)	-17%	\$ 1,266,343	\$ 2,912,554	\$ 1,646,211	130%	\$ 8,085,332	\$ 2,695,112	\$ 2,912,554	\$ 217,442	8%	
EXPENDITURES														
Investment and Admin Fees	\$ 14,937	\$ 17,795	2,858	19%	\$ 52,025	\$ 97,477	45,452	87%	\$ 90,000	\$ 30,000	\$ 97,477	67,477	225%	
Participant Benefit Payments	342,520	363,850	21,330	6%	1,366,725	1,464,458	97,733	7%	4,661,000	1,507,000	1,464,458	(42,542)	-3%	
Expenditure Totals	\$ 357,457	\$ 381,645	\$ 24,188	7%	\$ 1,418,750	\$ 1,561,935	\$ 143,186	10%	\$ 4,751,000	\$ 1,537,000	\$ 1,561,935	\$ 24,935	2%	
Net Increase / (Decrease)	\$ 2,933,978	\$ 2,354,998	\$ (578,980)		\$ (152,407)	\$ 1,350,619	\$ 1,503,026		\$ 3,334,332	\$ 1,158,112	\$ 1,350,619	\$ 192,507		

Village of Carol Stream
State and Federal Asset Seizure Fund Summary
For the Month Ended August 31, 2023

	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Aug	Aug	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
State Asset Seizure Fund											
REVENUES											
Transfer from General Fund	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
State Drug Seizure	688	-	(688)	-100%	954	13,440	12,486	1309%	-	13,440	0%
State Money Laundering	-	-	-	0%	-	2,106	2,106	100%	-	2,106	0%
State Vehicle Seizure	907	-	(907)	-100%	2,532	8,996	6,464	255%	-	8,996	100%
Revenue Totals	\$ 1,594	\$ -	\$ (1,594)	-100%	\$ 3,486	\$ 24,542	\$ 21,056	100%	\$ -	\$ 24,542	100%
EXPENDITURES											
State Drug Seizure	2,474	36	(2,438)	-99%	4,668	13,951	9,283	199%	-	13,951	100%
State Money Laundering	-	-	-	0%	-	-	-	0%	-	-	0%
State Vehicle Seizure	-	-	-	0%	-	-	-	0%	-	-	0%
Expenditure Totals	\$ 2,474	\$ 36	\$ (2,438)	-99%	\$ 4,668	\$ 13,951	\$ 9,283	199%	\$ -	\$ 13,951	100%
Net Increase / (Decrease)	\$ (879)	\$ (36)	\$ 843	-96%	\$ (1,182)	\$ 10,591	\$ 11,773	100%	\$ -	\$ 10,591	100%
Federal Asset Seizure Fund											
REVENUES											
Transfer from General Fund	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	100%
Federal DOJ Seizure	-	-	-	0%	751	-	(751)	-100%	-	-	100%
Federal Treasury Seizure	-	-	-	0%	-	-	-	0%	-	-	100%
Revenue Totals	\$ -	\$ -	\$ -	0%	\$ 751	\$ -	\$ (751)	-100%	-	\$ -	100%
EXPENDITURES											
Federal DOJ	\$ 461	\$ 924	\$ 464	101%	5,453	15,563	10,110	185%	\$ -	\$ 15,563	100%
Federal Treasury	-	-	-	0%	-	-	-	0%	-	-	0%
Expenditure Totals	\$ 461	\$ 924	\$ 464	101%	\$ 5,453	\$ 15,563	\$ 10,110	100%	\$ -	\$ 15,563	100%
Net Increase / (Decrease)	\$ (461)	\$ (924)	\$ (464)	101%	\$ (4,702)	\$ (15,563)	\$ (10,861)	100%	\$ -	\$ (15,563)	100%

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

Village of Carol Stream
Equipment Replacement Fund Budget Summary
For the Month Ended August 31, 2023

EQUIPMENT REPLACEMENT FUND	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of Total
	Aug	Aug	\$	%	YTD	YTD	\$	%	Budget	Actual	
REVENUES											
Transfer - Engineering	\$ -	\$ -	-	0%	\$ 5,473	\$ 28,662	23,189	424%	\$ 28,662	\$ 28,662	100%
Transfer - Community Dev.	-	-	-	0%	6,203	6,203	-	0%	6,203	6,203	100%
Transfer - Police	-	-	-	0%	314,176	405,752	91,576	29%	405,752	405,752	100%
Transfer - PW Streets	-	-	-	0%	505,406	1,104,394	598,988	119%	1,104,394	1,104,394	100%
Transfer - Municipal Building	-	-	-	0%	4,000	31,000	27,000	675%	31,000	31,000	100%
Transfer - WRC	-	-	-	0%	31,137	(91,724)	(122,861)	-395%	(91,724)	(91,724)	100%
Transfer - Water	-	-	-	0%	81,679	221,407	139,728	171%	221,407	221,407	100%
Revenue Totals	\$ -	\$ -	\$ -	0%	\$ 948,074	\$ 1,705,694	\$ 757,620	0%	\$ 1,705,694	\$ 1,705,694	100%
EXPENDITURES											
Vehicles - Engineering	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ 35,000	\$ -	0%
Vehicles - Community Dev.	-	-	-	0%	-	-	-	0%	-	-	0%
Vehicles - Police	235,225	205,787	(29,438)	-13%	235,225	205,787	(29,438)	-13%	140,000	205,787	147%
Vehicles - PW Streets	-	719	719	100%	-	270,430	270,430	100%	651,250	270,430	42%
Vehicles - Municipal Building	-	-	-	0%	-	-	-	0%	65,000	-	0%
Vehicles - WRC	-	-	-	0%	-	264,923	264,923	100%	266,250	264,923	100%
Vehicles - Water	-	-	-	0%	-	11,742	11,742	100%	42,000	11,742	28%
Expenditure Totals	\$ 235,225	\$ 206,506	\$ (28,719)	-12%	\$ 235,225	\$ 752,881	\$ 517,656	220%	\$ 1,199,500	\$ 752,881	63%
Net Increase / (Decrease)	\$(235,225)	\$(206,506)	\$ 28,719		\$ 712,849	\$ 952,813	\$ 239,964		\$ 506,194	\$ 952,813	

* Due to the uncertainty of timing of vehicle purchases, no YTD budget estimates are shown.

Village of Carol Stream
Schedule of Cash and Investment Balances
 August 31, 2023

FUND	CASH	LGIPs*	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 8/31/2022
GENERAL FUND	\$ 546,529.85	\$ 7,092,321.16	\$ -	\$ 7,638,851.01	\$ 11,961,002.12
WATER & SEWER FUND	382,102.67	14,996,864.26	-	15,378,966.93	9,989,703.31
CAPITAL PROJECTS FUND	422,369.99	19,271,552.41	-	19,693,922.40	19,901,706.05
MFT FUND	-	5,828,844.54	-	5,828,844.54	4,460,675.08
EQUIPMENT REPL. FUND	-	5,296,214.40	-	5,296,214.40	5,226,671.42
NORTH/SCHMALE TIF FUND	395,354.99	1,252,419.37	-	1,647,774.36	1,314,355.35
POLICE PENSION FUND	310,705.14	2,878,151.17	66,857,040.26	70,045,896.57	61,430,864.85
ARPA GRANT FUND	-	-	-	-	2,629,772.01
STATE ASSET SEIZURE FUND	276,033.67	-	-	276,033.67	326,653.65
FEDERAL ASSET SEIZURE FUND	97,225.76	-	-	97,225.76	126,106.61
TOTAL	\$ 2,430,322.07	\$ 56,616,367.31	\$ 66,857,040.26	\$ 125,903,729.64	\$ 117,367,510.45

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