

The logo features the chemical formula 'H2O' in a blue, sans-serif font. The 'H' and 'O' are larger than the '2'. Below the text are three concentric, light blue circular ripples that fade out towards the center, suggesting water. The entire graphic is set against a white background.

H<sub>2</sub>O

Heart Haven Outreach

Empowering Youth.  
Strengthening Communities.



# H<sub>2</sub>O

## Heart Haven OutReach

- Heart Haven OutReach, affectionately known as H<sub>2</sub>O
- A 501(c)3 nonprofit organization
- Serves middle and high school age students
- Focuses on supporting teens experiencing challenges at school and/or in their home life
- Organized by community leaders in 2004 to help support teens dealing with feelings of hopelessness; opened doors to students in January 2005

*H<sub>2</sub>O is on a mission to end HOPELESSNESS Among Teens.*

# At H2O, No Teen Walks Alone

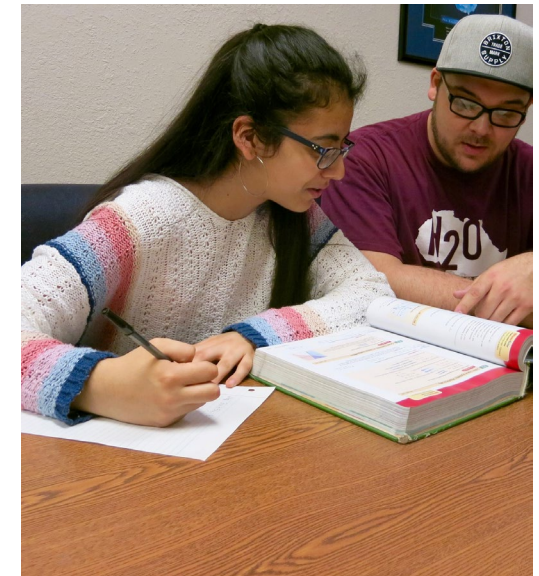
Relationships are a key part of the H2O model. Each teen who goes through our programs has the opportunity to be paired with a mentor and establish positive relationships with staff, volunteers, and peers. Our staff is deeply invested in our teens. We aren't just present during our programs but also connect with teens through texting, phone calls, and conversations over coffee. In all this, we strive to become trusted voices of encouragement, wisdom, and care when a teen is in need





# Programs:

- Tutoring
- Open topic Support Groups
- Recreational activities
- Service Projects
- Character and Life Skill education
- In-School Social/Emotional Support
- Mentoring



# **Focus of Mentoring Sessions (Goals):**

1. Form healthy relationships with peers and mentors
2. Build coping skills to navigate obstacles in life
3. Discover personal value and purpose
4. Graduate High School
5. Engage in an educational or career path after high school
6. Decrease negative mental health symptoms
7. Develop hope for their future



Questions?

# AIA<sup>®</sup> Document B101<sup>®</sup> – 2017

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

AGREEMENT made as of the 7 day of September in the year 2022  
(In words, indicate day, month and year.)

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

DuPage Township  
241 Canterbury Lane  
Bolingbrook, Illinois 60440

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

Cody/Braun & Associates, LLC  
1822 Marne Road  
Bolingbrook, Illinois 60490

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

New Food Pantry building approximately 11,025 s.f and a new Garage Building approximately 2,880 s.f.. The site will have 29 new parking spaces with entrances off of Lily Cache and Canterbury Lane.

The site is two parcels of land at the N/E corner of Canterbury Lane and Lily Cache in Bolingbrook, Illinois. The south parcel is approximately 200' x 140' and the north parcel is approximately 200' x 180'.

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.

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User Notes:

(1634887755)

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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 Architect will meet with the Owner to establish a program for the project.

§ 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 will have a food pantry building of approximately 11,025 s.f. and a garage building for the Owner's various vehicles approximately 2,880 s.f., 29 parking spaces and a garbage collection area. The parcel of land is at the N/E corner of Canterbury Lane and Lily Cache and is approximately 200' east/west and approximately 320' north/south. Water, sanitary, gas and phone are available in the area.

§ 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.)*

The Owner's budget is a maximum of Four Million, Five Hundred Thousand & No/100 Dollars (\$4,500,000.00)

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

.1 Design phase milestone dates, if any:

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To be determined after zoning approval.

**2** Construction commencement date:

To be determined after zoning approval.

**3** Substantial Completion date or dates:

To be determined after zoning approval.

**4** Other milestone dates:

Drawings Required for Special Use Zoning are due to the Village of Bolingbrook the week of Feb 20, 2023

**§ 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.)*

The project will either be competitively bid to General Contractors or competitively bid to the subcontractors thru a Construction Manager. A final decision will be made by May 1, 2023.

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*(Paragraphs deleted)*

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

Jackie Traynere, Administrator  
DuPage Township  
241 Canterbury Lane  
Bolingbrook, Illinois 60440  
630-759-1317

**§ 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.)*

N/A

*(Paragraphs deleted)*

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

Jeffrey E. Braun, President/Architect  
Cody/Braun & Associates, LLC  
1822 Marne Road  
Bolingbrook, Illinois 60490  
630-771-1333

**§ 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.)*

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§ 1.1.11.1 Consultants retained under Basic Services:

.1 Geotechnical Engineer:

Don Casier  
SEECO Consultants  
7350 Duvan Drive  
Tinley Park, Illinois 60477  
708-429-1666

.2 Civil Engineer:

Todd Abrams  
The WT Group  
2675 Pratum Avenue  
Hoffman Estates, Illinois 60192  
224-293-6333

.3 Landscape Architect:

Lori Vierow  
JSD Professional Services  
1400 E. Touhy Avenue, Ste 215  
Des Plaines, Illinois 60018  
630-362-6681

.4 Structural Engineer:

John Trankina  
Hutter-Trankina Engineering, PC  
32W273 Army Trail Road, Unit 100A  
Wayne, Illinois 60184  
630-513-6711

.5 Mechanical Engineer:

Joe Hainaut  
The WT Group  
2675 Pratum Avenue  
Hoffman Estates, Illinois 60192  
224-293-6333

.6 Electrical Engineer:

Joe Hainaut  
The WT Group  
2675 Pratum Avenue  
Hoffman Estates, Illinois 60192  
224-293-6333

*(Paragraphs deleted)*

§ 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, 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

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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.

*(Paragraphs 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.

§ 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.

§ 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.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and One Million Dollars (\$ 1,000,000.00 ) 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 Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 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 Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 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 One million Dollars (\$ 1,000,000.00 ) per claim and One Million Dollars (\$ 1,000,000.00 ) 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.

### 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, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 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.

### § 3.2 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 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, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

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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.

§ 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.

### § 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 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. 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 incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (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 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.

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## § 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 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 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 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, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

§ 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.

## § 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. 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.

§ 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. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known

deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that 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 Architect's 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 Contractor as provided in the Contract Documents.

### § 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.

§ 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

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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. 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.

#### § 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.

**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<br><i>(Architect, Owner, or not provided)</i> |
|--|--|
| § 4.1.1.1 Programming  | Architect  |
| § 4.1.1.2 Multiple preliminary designs   | Architect  |
| § 4.1.1.3 Measured drawings  | Not Provided   |
| § 4.1.1.4 Existing facilities surveys  | Architect  |
| § 4.1.1.5 Site evaluation and planning   | Architect  |
| § 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  | Architect  |
| § 4.1.1.9 Landscape design   | Architect  |
| § 4.1.1.10 Architectural interior design                                       | Not Provided   |
| § 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                                      | Architect  |
| § 4.1.1.14 Conformed documents for construction                                | Architect  |
| § 4.1.1.15 As-designed record drawings   | Not Provided   |
| § 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                                      | Architect  |
| § 4.1.1.22 Security evaluation and planning                                    | Architect  |
| § 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   |

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| Supplemental Services                                       | Responsibility<br><i>(Architect, Owner, or not provided)</i> |
|---|--|
| § 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                      | Not Provided   |
| 4.1.1.31 Geotechnical Services                              | Architect  |

**§ 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.)*

See attached 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.)*

N/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.

**§ 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, a public presentation, meeting 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;

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- .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. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .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;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

*(Paragraphs deleted)*

§ 4.2.5 If the services covered by this Agreement have not been completed within Fifteen ( 15 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall 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.

§ 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.

§ 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.

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- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 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.
- § 5.8 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 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 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 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.
- § 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.
- § 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.

## ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction

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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 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 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 Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

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from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document 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.)*

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- 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.

§ 8.4 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 in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 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.

*(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.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 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.

§ 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.

§ 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. 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.

## 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)

N/A

.2 Percentage Basis  
(Insert percentage value)

Six (6.0 %) 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)

N/A

(Paragraphs deleted)

§ 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 at the hourly rates as shown on Exhibit "B" attached to this contract.

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in within the scope of the contract, shall be the amount invoiced to the Architect plus  
*(Paragraphs deleted)*  
 Ten percent ( 10.0 %).

§ 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       | Fifteen     | percent ( | 15  | %) |
| Design Development Phase     | Twenty      | percent ( | 20  | %) |
| Construction Documents Phase | Forty       | percent ( | 40  | %) |
| Procurement Phase            | Five        | percent ( | 5   | %) |
| Construction Phase           | Twenty      | percent ( | 20  | %) |
| <hr/>                        |             |           |     |    |
| Total Basic Compensation     | one hundred | percent ( | 100 | %) |

§ 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.)*

See Exhibit "B" attached.

| Employee or Category     | Rate (\$0.00) |
|--------------------------|---------------|
| See Exhibit "B" attached |               |

§ 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, and
  - .9
- (Paragraphs deleted)*
- .12 Other similar Project-related expenditures.



§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10.0 %) of the expenses incurred.

§ 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  
(Paragraphs deleted)  
coverages.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Three Thousand Seven Hundred & Fifty & NO/100 Dollars ( \$ 3,750.00 ) 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.

(Paragraph deleted)

§ 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 Sixty ( 60 ) days after the invoice date shall bear interest 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.

(Paragraphs deleted)

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)

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

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

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

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

Jeffrey E. Braun, Architect/President

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

Init.



## **CODY/BRAUN & ASSOCIATES, LLC**

*Architects & Planners*

1822 Marne Road, Bolingbrook, Illinois 60490 – Phone: 630-771-1333

E-Mail: jeff@codybraun.com

### **Exhibit "A"**

#### **4.1.2 – Description of Supplemental Services:**

##### **4.1.1.1 – Programing:**

The Architect shall meet with staff to program the project for the Owner's needs, determine approximate areas required and space relationships.

##### **4.1.1.2 – Multiple Preliminary Designs:**

The Architect will provide three preliminary designs for the site and building plans.

##### **4.1.1.4 – Existing Facilities Survey:**

The Architect shall meet with the Owner at the existing food pantry to survey the existing facility to determine what is existing needs and what needs improvement.

##### **4.1.1.5 – Site Evaluation and Planning:**

The Architect shall review the site selected by the Owner, determine the zoning requirements and then plan the site as determined by the program established with the Owner.

##### **4.1.1.8 – Civil Engineering:**

The Civil Engineer will work thru the Architect's office and provided all engineering required for the project.

##### **4.1.1.9 – Landscape Design:**

The Landscape Architect will work thru the Architect's office and provide all design and landscape drawings as required for the project.

##### **4.1.1.13 – On Site Representation:**

During construction, the Architect will visit the site a minimum of once a week. If questions come up during construction and more visits are required, that will happen as part of the base fee.

##### **4.1.1.14 - Conformed Documents for Construction:**

The Architect shall provide all Architectural, Structural, Civil, Mechanical and Landscape drawings as required to obtain a building permit. Those same drawings will be used for bidding purposes.

##### **4.1.1.21 - Telecommunications/data design:**

The Architect and its Engineers shall work with the Owner to determine telephone and data locations. The Owner will be responsible for providing and telecommunications and data equipment.



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E-Mail: [jeff@codybraun.com](mailto:jeff@codybraun.com)

### **Exhibit “A”**

#### 4.1.1.22 - Security Evaluation and Planning:

The Architect and its Engineers shall work with the Owner to determine security equipment locations. The Owner will be responsible for providing security equipment.

#### 4.1.1.31 – Geotechnical Services:

The Geotechnical Engineer shall work thru the Architect’s office to provide varies soil borings at the buildings and parking lot. The cost of the Geotechnical Engineer’s services are to be a reimbursable to the Architect’s office.



## CODY/BRAUN & ASSOCIATES, LLC

Architects & Planners

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E-Mail: jeff@codybraun.com

**Exhibit "B"**

### SCHEDULE OF RATES AND MULTIPLIERS

February 4, 2023 6, 2023

#### PROFESSIONAL SERVICES

Principal's time billed at the fixed rate of \$125.00 per hour

All other Employees time billed at 2.5 times their respective salaried rates. Total billing rates currently range as follows:

|             |                          |
|-------------|--------------------------|
| Architects  | \$60.00 - 80.00 per hour |
| Draftsmen   | \$45.00 - 60.00 per hour |
| Secretarial | \$35.00 - 45.00 per hour |

Consultants as deemed necessary by CODY/BRAUN Cost plus 10%

#### REIMBURSABLE EXPENSES

All other expenditures made by CODY/BRAUN in the interest of the Project including reproductions, postage, messenger, long distance telephone calls, renderings, models, filing fees, photographs and out-of-town travel

Cost plus 10%



**BUDGET & APPROPRIATION ORDINANCE  
DUPAGE TOWNSHIP  
ORDINANCE No. 23-**

An ordinance appropriating for all town purposes for DuPage Township, Will County, Illinois, for the fiscal year beginning April 1, 2023 and ending March 31, 2024.

BE IT ORDAINED by the Board of Trustees of DuPage Township, Will County, Illinois.

SECTION 1: That the amounts hereinafter set forth, or so much thereof as may be authorized by law, and as may be needed or deemed necessary to defray all expenses and liabilities of DuPage Township be and the same are hereby appropriated for the town purposes of DuPage Township, Will County, Illinois as hereinafter specified for the fiscal year beginning April 1, 2023 and ending March 31, 2024.

SECTION 2: That the following budget containing an estimate of revenues and expenditures is hereby adopted for the following funds,

**GENERAL TOWN FUND,**

**BANQUET RENTAL FUND,**

**ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF),**

**SOCIAL SECURITY FUND,**

**GENERAL ASSISTANCE FUND**

**CEMETERY FUND, AND**

**CAPITAL PROJECTS FUND**

|                                    |   | <b>2022-2023</b> | <b>2023-2024</b> |
|------------------------------------|---|------------------|------------------|
|                                    |   | <b>ACTUAL</b>    | <b>BUDGET</b>    |
| <b><u>GENERAL TOWN FUND</u></b>    |   |                  |                  |
| <b>BEGINNING BALANCE</b>           |   | 1,398,969        | 2,065,814        |
| <b><u>REVENUES</u></b>             |   |                  |                  |
| 4000                               | Town Fund Transfer In (Late Utility Bill Bank Transfe | 625              | -                |
| 4010                               | Property Tax  | 2,074,484        | 1,764,231        |
| 4020                               | Replacement Tax                                       | 345,820          | 370,875          |
| 4030                               | Interest Income                                       | 17,812           | 20,000           |
| 4045                               | Elections   | 150              | 75               |
| 4060                               | Traffic/ Fines  | 263              | 500              |
| 4090                               | Expense Reimbursement                                 | -                | 100              |
| 4110                               | Insurance Reimbursement (IPRF)                        | 3,055            | -                |
| 4130                               | Food Pantry   | 350              | -                |
| 4140                               | Assessor's Misc. Income                               | -                | 200              |
| 4150                               | Senior Grants   | -                | -                |
| 4160                               | Roads Grant   | -                | 1,500,000        |
| 4200                               | Miscellaneous Revenue                                 | 12,517           | 5,000            |
| 4210                               | ARPA Grant  | -                | 106,750          |
| 4230                               | NIFB Grant  | -                | 26,000           |
| <b>TOTAL REVENUES:</b>             |   | 2,455,077        | 3,793,731        |
| <b>TOTAL FUNDS AVAILABLE:</b>      |   | 3,854,045        | 5,859,545        |
| <b><u>EXPENDITURES</u></b>         |   |                  |                  |
| 101                                | Administration  | 903,822          | 784,435          |
| 102                                | Assessor  | 296,811          | 365,129          |
| 104                                | Youth Services  | 12,939           | 119,425          |
| 105                                | Senior Programming                                    | 238,930          | 295,800          |
| 106                                | Social Services                                       | 26,648           | 29,000           |
| 107                                | Levy Senior Center                                    | 40,604           | 61,500           |
| 108                                | Maintenance   | 189,406          | 1,834,350        |
| 109                                | Food Pantry   | 79,070           | 122,000          |
|                                    | Capital Transfer Out                                  |                  |                  |
| <b>TOTAL EXPENDITURES:</b>         |   | 1,788,231        | 3,611,639        |
| <b>TOTAL APPROPRIATIONS:</b>       |   | 1,788,231        | 3,611,639        |
| <b><u>OTHER FINANCING USES</u></b> |   |                  |                  |
| 5990                               | Fund Balance Policy Implementation/Contingencies      | -                | 100,000          |
| <b>ENDING BALANCE</b>              |   | <u>2,065,814</u> | <u>2,147,906</u> |



|      |   | <b>2022-2023</b> | <b>2023-2024</b> |
|------|---|------------------|------------------|
|      |   | <b>ACTUAL</b>    | <b>BUDGET</b>    |
| 101  | <b><u>ADMINISTRATION</u></b>              |                  |                  |
|      | <b><u>PERSONNEL EXPENDITURES</u></b>      |                  |                  |
| 5000 | Salaries                                  | 196,652          | 243,000          |
| 5010 | Elected officials                         | 142,667          | 164,825          |
| 5050 | Health Insurance                          | 10,273           | 13,000           |
| 5080 | Unemployment Insurance                    | 1,019            | 2,400            |
| 5090 | Worker's Compensation                     | 4,272            | 560              |
|      |   | 354,882          | 423,785          |
|      | <b><u>OPERATING EXPENDITURES</u></b>      |                  |                  |
| 5200 | Maintenance                               | 3,383            | 8,000            |
| 5201 | Maintenance/Cemetery Grounds              | -                | 600              |
| 5210 | Maintenance Lawn                          | -                | 1,360            |
| 5220 | Professional Services                     | 43,757           | 45,000           |
| 5230 | Legal Service                             | 21,495           | 60,000           |
| 5240 | Postage                                   | 19,557           | 26,000           |
| 5250 | Telephone/Internet                        | 10,235           | 10,040           |
| 5260 | Publications/Publishing/Advertising       | 443              | 1,500            |
| 5270 | Printing                                  | 47,915           | 50,000           |
| 5280 | Dues                                      | 6,339            | 6,500            |
| 5290 | Travel                                    | 2,183            | 2,200            |
| 5300 | Training                                  | 3,143            | 3,000            |
| 5310 | Utilities                                 | 8,756            | 13,000           |
| 5315 | Cemetery Utilities                        | 1,510            | 700              |
| 5325 | Liability Insurance                       | 67,964           | 70,000           |
| 5330 | Reoccurring Services                      | 13,621           | 18,000           |
| 5380 | Volunteer/ Staff Meeting                  | 2,842            | 2,500            |
| 5410 | Computer Technology                       | 13,031           | 18,000           |
| 5500 | Supplies                                  | 8,337            | 10,000           |
| 5700 | Misc Expense                              | 724              | 750              |
| 5745 | Social Security                           | 16,625           | -                |
| 5750 | General Assistance                        | 241,604          | 5,000            |
| 5755 | IMRF                                      | 11,983           | -                |
| 5760 | Cemetery                                  | -                | 5,000            |
| 5780 | Landscaping                               | 1,846            | 2,500            |
| 5820 | Equipment                                 | 1,649            | 1,000            |
|      |   | 548,940          | 360,650          |
|      | <b>TOTAL ADMINISTRATION EXPENDITURES:</b> | <b>903,822</b>   | <b>784,435</b>   |

| 102  | <b><u>ASSESSOR</u></b>               | <b>2022-2023<br/>ACTUAL</b> | <b>2023-2024<br/>BUDGET</b> |
|------|--------------------------------------|-----------------------------|-----------------------------|
|      | <b><u>PERSONNEL EXPENDITURES</u></b> |                             |                             |
| 5000 | Salaries                             | 227,710                     | 284,000                     |
| 5050 | Health Insurance                     | 24,496                      | 30,869                      |
| 5080 | Unemployment Insurance               | 1,316                       | 3,000                       |
| 5090 | Worker's Compensation                | 1,714                       | 560                         |
|      |                                      | 255,236                     | 318,429                     |
|      | <b><u>OPERATING EXPENDITURES</u></b> |                             |                             |
| 5200 | Maintenance                          | 11,524                      | 11,500                      |
| 5220 | Professional Services                | 1,000                       | 1,000                       |
| 5230 | Legal                                | -                           | 500                         |
| 5240 | Postage                              | 500                         | 600                         |
| 5250 | Telephone/Internet                   | 5,611                       | 6,100                       |
| 5260 | Publications/Licenses                | -                           | 100                         |
| 5270 | Printing                             | 374                         | 350                         |
| 5280 | Dues                                 | 1,234                       | 750                         |
| 5290 | Travel                               | 1,791                       | 2,500                       |
| 5300 | Training                             | 4,348                       | 2,500                       |
| 5410 | Computer Technology                  | 768                         | 2,600                       |
| 5500 | Supplies                             | 619                         | 2,000                       |
| 5600 | Licenses                             | 13,667                      | 14,000                      |
| 5900 | Equipment                            | 141                         | 2,200                       |
|      |                                      | 41,576                      | 46,700                      |
|      | <b>TOTAL ASSESSOR EXPENDITURES:</b>  | <b>296,811</b>              | <b>365,129</b>              |

|      |   | <b>2022-2023</b> | <b>2023-2024</b> |
|------|---|------------------|------------------|
| 104  | <b><u>YOUTH SERVICES</u></b>              | <b>ACTUAL</b>    | <b>BUDGET</b>    |
|      | <b><u>PERSONNEL EXPENDITURES</u></b>      |                  |                  |
| 5000 | Salaries                                  | -                | 85,905           |
| 5090 | Worker's Compensation                     | -                | 220              |
| 5080 | Unemployment Insurance                    | -                | 1,800            |
|      |   | -                | 87,925           |
|      | <b><u>OPERATING EXPENDITURES</u></b>      |                  |                  |
| 5280 | Fests                                     | -                | -                |
| 5360 | Sponsorship/Grants                        | 2,000            | -                |
| 5365 | Contracts                                 | -                | 5,000            |
| 5375 | Summer Bridge                             | -                | 6,000            |
| 5455 | Tools for School                          | 9,821            | 17,000           |
| 5475 | Programs/Events                           | -                | 3,000            |
| 5500 | Supplies                                  | 1,118            | 500              |
|      |   | 12,939           | 31,500           |
|      | <b>TOTAL YOUTH DIVISION EXPENDITURES:</b> | <b>12,939</b>    | <b>119,425</b>   |

| 105 <b><u>SENIOR PROGRAMMING</u></b>         |                           | <b>2022-2023<br/>ACTUAL</b> | <b>2023-2024<br/>BUDGET</b> |
|--|---------------------------|-----------------------------|-----------------------------|
| <b><u>PERSONNEL EXPENDITURES</u></b>         |                           |                             |                             |
| 5000   | Salaries                  | 141,192                     | 166,000                     |
| 5050   | Health Insurance          | 21,985                      | 24,850                      |
| 5080   | Unemployment              | 1,015                       | 1,800                       |
| 5090   | Workers Compensation      | 980                         | 670                         |
|  |                           | 165,172                     | 193,320                     |
| <b><u>OPERATING EXPENDITURES</u></b>         |                           |                             |                             |
| 5240   | Postage                   | 1,392                       | 2,500                       |
| 5250   | Telephone/Internet        | 6,325                       | 5,980                       |
| 5280   | Dues                      | -                           | 250                         |
| 5290   | Travel                    | 280                         | 250                         |
| 5300   | Training                  | -                           | 500                         |
| 5400   | Social/Entertainment      | 31,218                      | 35,000                      |
| 5410   | Computer Technology       | 9,126                       | 6,500                       |
| 5425   | Education/Lunch and Learn | 9,729                       | 10,000                      |
| 5430   | Senior Olympics           | 10,444                      | 10,000                      |
| 5440   | Program Teachers          | -                           | 25,000                      |
| 5500   | Supplies                  | 1,564                       | 2,500                       |
| 5530   | Automotive Fuel/Oil       | 159                         | 2,000                       |
| 5550   | Promotions                | 3,521                       | 2,000                       |
| 5700   | Misc Expense              | -                           | -                           |
|  |                           | 73,758                      | 102,480                     |
| <b>TOTAL SENIOR PROGRAMMING EXPENDITURES</b> |                           | <b>238,930</b>              | <b>295,800</b>              |

|      |  | <b>2022-2023<br/>ACTUAL</b> | <b>2023-2024<br/>BUDGET</b> |
|------|--|-----------------------------|-----------------------------|
| 106  | <b><u>SOCIAL SERVICES</u></b>          |                             |                             |
|      | <b><u>OPERATING EXPENDITURES</u></b>   |                             |                             |
| 5370 | Social Service Senior                  | -                           | 5,000                       |
| 5371 | Social Services/Youth                  | 8,974                       | -                           |
| 5480 | Pace                                   | 17,674                      | 24,000                      |
|      |  | 26,648                      | 29,000                      |
|      | <b>TOTAL SOCIAL SERVICES EXPENSES:</b> | <b>26,648</b>               | <b>29,000</b>               |
| 107  | <b><u>LEVY CENTER</u></b>              |                             |                             |
|      | <b><u>OPERATING EXPENDITURES</u></b>   |                             |                             |
| 5200 | Maintenance                            | 17,779                      | 25,000                      |
| 5310 | Utilities                              | 8,360                       | 13,000                      |
| 5500 | Supplies                               | 6,974                       | 7,500                       |
| 5540 | Decorations                            | 2,494                       | 4,000                       |
| 5780 | Landscaping                            | 4,996                       | 7,000                       |
| 5810 | Bathroom Repairs                       | -                           | 5,000                       |
|      |  | 40,604                      | 61,500                      |
|      | <b>TOTAL LEVY CENTER EXPENDITURES</b>  | <b>40,604</b>               | <b>61,500</b>               |

| 108 <b><u>MAINTENANCE DEPARTMENT</u></b>          |                        | <b>2022-2023<br/>ACTUAL</b> | <b>2023-2024<br/>BUDGET</b> |
|---|------------------------|-----------------------------|-----------------------------|
| <b><u>PERSONNEL EXPENDITURES</u></b>              |                        |                             |                             |
| 5000  | Salaries               | 116,085                     | 134,000                     |
| 5020  | Salaries snow and ice  | 865                         | 5,000                       |
| 5050  | Health Insurance       | 18,704                      | 22,000                      |
| 5080  | Unemployment           | 628                         | 1,800                       |
| 5090  | Workers Compensation   | 2,109                       | 14,950                      |
|   |                        | 138,391                     | 177,750                     |
| <b><u>OPERATING EXPENDITURES</u></b>              |                        |                             |                             |
| 5200  | Maintenance            | 27,494                      | 30,000                      |
| 5205  | Maintenance Roads      | 69                          | 10,000                      |
| 5206  | Resurfacing Projects   | -                           | 1,575,000                   |
| 5250  | Telephone/Internet     | 525                         | 600                         |
| 5310  | Utilities              | 746                         | 1,800                       |
| 5420  | Uniforms               | 98                          | 200                         |
| 5500  | Supplies               | 5,301                       | 7,000                       |
| 5530  | Automotive Fuel/Oil    | 16,782                      | 17,000                      |
| 5540  | Automotive Maintenance | -                           | 15,000                      |
|   |                        | 51,016                      | 1,656,600                   |
| <b>TOTAL MAINTENANCE DEPARTMENT EXPENDITURES:</b> |                        | <b>189,406</b>              | <b>1,834,350</b>            |



109 **FOOD PANTRY**

**OPERATING EXPENDITURES**

|      |  |        |         |
|------|--|--------|---------|
| 5200 | Maintenance                            | 7,327  | 10,000  |
| 5250 | Telephone/Internet                     | 3,018  | 3,000   |
| 5270 | Printing                               | 1,269  | 1,500   |
| 5290 | Travel                                 | 300    | 500     |
| 5310 | Utilities                              | 8,688  | 9,000   |
| 5330 | Reoccurring Services                   | 30,756 | 36,000  |
| 5420 | Uniforms                               | 870    | 2,000   |
| 5485 | Holiday Meals                          | 23,986 | 24,000  |
| 5500 | Supplies                               | 2,857  | 3,000   |
| 5560 | Information Tables                     | -      | 500     |
| 5610 | NIFB Retail Support                    | -      | 26,000  |
| 5620 | Online Service                         | -      | 6,500   |
|      |  | 79,070 | 122,000 |
|      | <b>TOTAL FOOD PANTRY EXPENDITURES:</b> | 79,070 | 122,000 |

|                                       |   | <b>2022-2023</b> | <b>2023-2024</b> |
|---------------------------------------|---|------------------|------------------|
|                                       |   | <b>ACTUAL</b>    | <b>BUDGET</b>    |
| <b>Represents a cash basis budget</b> |   |                  |                  |
| 200                                   | <b><u>BANQUET RENTAL FUND</u></b>                 |                  |                  |
|                                       | <b>BEGINNING BALANCE</b>                          | 11,763           | 67,347           |
| 4030                                  | Interest income                                   | 35               | 50               |
| 4040                                  | Rental Fees                                       | 70,950           | 80,000           |
| 4200                                  | Miscellaneous Income                              | 540              | 750              |
| 4510                                  | Caterer   | 14,525           | 16,000           |
| 4520                                  | Open Bar Fees                                     | 86,757           | 85,000           |
| 4530                                  | Cash Bar Fees                                     | 35,477           | 40,000           |
| 4540                                  | Bar Set-up Fees                                   | 14,448           | 15,000           |
| 4550                                  | Gazebo  | 1,240            | 1,500            |
| 4560                                  | Garden Chairs                                     | 1,310            | 1,500            |
| 4600                                  | Senior Trips                                      | 137,411          | 135,000          |
|                                       | <b>TOTAL REVENUES:</b>                            | 362,693          | 374,800          |
|                                       | <b>TOTAL FUNDS AVAILABLE:</b>                     | 374,457          | 442,147          |
|                                       | <b><u>EXPENDITURES</u></b>                        |                  |                  |
| 201                                   | Administration                                    | 151,592          | 168,250          |
| 205                                   | Senior Programming                                | 155,518          | 154,000          |
|                                       | <b>TOTAL APPROPRIATIONS:</b>                      | 307,110          | 322,250          |
|                                       | Fund Balance Policy Implementation/ Contingencies | -                | -                |
|                                       | <b>ENDING BALANCE</b>                             | <u>67,347</u>    | <u>119,897</u>   |

|      |   | <b>2022-2023</b> | <b>2023-2024</b> |
|------|---|------------------|------------------|
|      |   | <b>ACTUAL</b>    | <b>BUDGET</b>    |
| 201  | <b><u>BANQUETS ADMINISTRATION</u></b>         |                  |                  |
|      | <b><u>PERSONNEL EXPENDITURES</u></b>          |                  |                  |
| 5000 | Salaries                                      | 68,245           | 77,000           |
| 5050 | Health Insurance                              | 5,953            | 6,500            |
| 5080 | Unemployment Insurance                        | 406              | 600              |
| 5090 | Workers Compensation                          | 1,510            | 450              |
|      |   | 76,115           | 84,550           |
|      | <b><u>OPERATING EXPENDITURES</u></b>          |                  |                  |
| 5200 | Maintenance                                   | 110              | 3,000            |
| 5235 | Credit Card Fees                              | 5,492            | 5,200            |
| 5310 | Utilities                                     | 8,360            | 9,000            |
| 5330 | Reoccurring Services                          | 4,026            | 5,000            |
| 5500 | Supplies                                      | 9,104            | 9,000            |
| 5550 | Promotions/Advertising                        | -                | 1,500            |
| 5600 | Licenses                                      | 3,513            | 4,500            |
| 5605 | State Sales Tax                               | 9,375            | 10,000           |
| 5610 | Bolingbrook Liquor Tax                        | 6,736            | 7,500            |
| 5630 | Liquor  | 23,541           | 24,000           |
| 5900 | Equipment                                     | 5,218            | 5,000            |
|      |   | 75,477           | 83,700           |
|      | <b>TOTAL BANQUETS ADMINISTRATION EXPENDIT</b> | 151,592          | 168,250          |
| 205  | <b><u>SENIOR PROGRAMMING EXPENDITURES</u></b> |                  |                  |
| 5235 | Bank/CC Fees                                  | 3,500            | 4,000            |
| 5460 | Rec Trips                                     | 151,492          | 135,000          |
| 5490 | Senior Program/Picnic                         | 527              | 15,000           |
|      |   | 155,518          | 154,000          |
|      | <b>TOTAL SENIOR PROGRAMMING EXPENDITURES</b>  | 155,518          | 154,000          |
|      | <b>TOTAL BANQUETS EXPENDITURES:</b>           | 307,110          | 322,250          |

|      |  | <b>2022-2023<br/>ACTUAL</b> | <b>2023-2024<br/>BUDGET</b> |
|------|--|-----------------------------|-----------------------------|
| 600  | <b><u>ILLINOIS MUNICIPAL RETIREMENT FUND</u></b> |                             |                             |
|      | <b>BEGINNING BALANCE</b>                         | 718                         | 17,758                      |
|      | <b><u>REVENUES</u></b>                           |                             |                             |
| 4010 | Property Tax                                     | 96,852                      | 125,000                     |
| 4015 | Town Support                                     | 11,983                      | -                           |
|      | <b>TOTAL REVENUES:</b>                           | 108,835                     | 125,000                     |
|      | <b>TOTAL FUNDS AVAILABLE:</b>                    | 109,553                     | 142,758                     |
|      | <b><u>EXPENDITURES</u></b>                       |                             |                             |
|      | <b><u>PERSONNEL EXPENDITURES</u></b>             |                             |                             |
| 5150 | Retirement Contribution                          | 91,795                      | 112,000                     |
|      | <b>TOTAL EXPEND/APPROPRIATION:</b>               | 91,795                      | 112,000                     |
|      | <b>ENDING BALANCE</b>                            | 17,758                      | 30,758                      |
| 500  | <b><u>SOCIAL SECURITY FUND</u></b>               |                             |                             |
|      | <b>BEGINNING BALANCE</b>                         | (2,323)                     | 15,063                      |
|      | <b><u>REVENUES</u></b>                           |                             |                             |
| 4010 | Property Tax                                     | 96,852                      | 120,000                     |
| 4015 | Town Support                                     | 16,625                      | -                           |
|      | <b>TOTAL REVENUES:</b>                           | 113,477                     | 120,000                     |
|      | <b>TOTAL FUNDS AVAILABLE:</b>                    | 111,153                     | 135,063                     |
|      | <b><u>EXPENDITURES</u></b>                       |                             |                             |
|      | <b><u>PERSONNEL EXPENDITURES</u></b>             |                             |                             |
| 5100 | Social Security/Medicare                         | 96,091                      | 120,000                     |
|      | <b>TOTAL EXPEND/APPROPRIATION:</b>               | 96,091                      | 120,000                     |
|      | <b>ENDING BALANCE</b>                            | 15,063                      | 15,063                      |

|      |                                       | <b>2022-2023<br/>ACTUAL</b> | <b>2023-2024<br/>BUDGET</b> |
|------|---------------------------------------|-----------------------------|-----------------------------|
| 300  | <b><u>GENERAL ASSISTANCE FUND</u></b> |                             |                             |
|      | <b>BEGINNING BALANCE</b>              | 120,417                     | 52,725                      |
|      | <b><u>REVENUES</u></b>                |                             |                             |
| 4010 | Property Tax                          | 196,966                     | 577,600                     |
| 4015 | Town Support                          | 241,604                     | 5,000                       |
| 4030 | Interest Income                       | 22                          | 50                          |
|      | <b>TOTAL REVENUES:</b>                | 438,592                     | 582,650                     |
|      | <b>TOTAL FUNDS AVAILABLE:</b>         | 559,009                     | 635,375                     |
|      | <b><u>EXPENDITURES</u></b>            |                             |                             |
|      | Administration                        | 113,567                     | 135,270                     |
|      | Home Relief                           | 45,243                      | 55,000                      |
|      | Food Pantry                           | 346,848                     | 444,440                     |
|      | Transfers                             | 625                         | -                           |
|      | <b>TOTAL EXPENDITURES:</b>            | 506,284                     | 634,710                     |
|      | <b>TOTAL APPROPRIATIONS:</b>          | 506,284                     | 634,710                     |
|      | <b>ENDING BALANCE</b>                 | 52,725                      | 665                         |

|  |                                  | <b>2022-2023</b> | <b>2023-2024</b> |
|--|----------------------------------|------------------|------------------|
| 301                                    | <b><u>G/A ADMINISTRATION</u></b> | <b>ACTUAL</b>    | <b>BUDGET</b>    |
| <b><u>PERSONNEL EXPENDITURES</u></b>   |                                  |                  |                  |
| 5000                                   | Salaries                         | 90,037           | 108,000          |
| 5050                                   | Health Insurance                 | 13,647           | 16,000           |
| 5080                                   | Unemployment Insurance           | 425              | 1,200            |
| 5090                                   | Worker's Compensation            | 1,315            | 670              |
|  |                                  | 105,424          | 125,870          |
| <b><u>OPERATING EXPENDITURES</u></b>   |                                  |                  |                  |
| 5250                                   | Telephone/Internet               | 870              | 1,200            |
| 5280                                   | Dues                             | 85               | 50               |
| 5290                                   | Travel                           | 234              | 650              |
| 5300                                   | Training                         | 25               | 1,500            |
| 5320                                   | Computer Technology              | 6,321            | 5,000            |
| 5500                                   | Office Supplies                  | 608              | 1,000            |
| 5900                                   | Equipment                        | -                | -                |
|  |                                  | 8,143            | 9,400            |
| <b>TOTAL G/A ADMINISTRATION:</b>       |                                  | 113,567          | 135,270          |
|  |                                  |                  |                  |
|  |                                  | <b>2022-2023</b> | <b>2023-2024</b> |
| 303                                    | <b><u>HOME RELIEF</u></b>        | <b>ACTUAL</b>    | <b>BUDGET</b>    |
| <b><u>OPERATING EXPENDITURES</u></b>   |                                  |                  |                  |
| 6080                                   | G.A. Utility                     | 1,663            | 4,000            |
| 6090                                   | G.A. Shelter                     | -                | 2,500            |
| 6100                                   | E.A. Utility                     | 16,071           | 20,000           |
| 6110                                   | E.A. Shelter                     | 21,554           | 22,500           |
| 6160                                   | Personal Incidentals             | 4,955            | 5,000            |
| 6170                                   | Transportation/Auto Repair       | 1,000            | 1,000            |
| <b>TOTAL HOME RELIEF EXPENDITURES:</b> |                                  | 45,243           | 55,000           |



|      |  | <b>2022-2023</b> | <b>2023-2024</b> |
|------|--|------------------|------------------|
|      |  | <b>ACTUAL</b>    | <b>BUDGET</b>    |
| 309  | <b><u>G/A FOOD PANTRY</u></b>          |                  |                  |
|      | <b><u>PERSONNEL EXPENDITURES</u></b>   |                  |                  |
| 5000 | Salaries                               | 292,698          | 340,000          |
| 5050 | Health Insurance                       | 14,867           | 28,950           |
| 5080 | Unemployment                           | 2,525            | 9,500            |
| 5090 | Workers Compensation                   | 5,903            | 4,240            |
|      |  | 315,993          | 382,690          |
|      | <b><u>OPERATING EXPENDITURES</u></b>   |                  |                  |
| 5200 | Maintenance                            | 177              | -                |
| 5250 | Telephone/Internet                     | 280              |                  |
| 5290 | Travel/Tolls                           | 95               | 750              |
| 5500 | Supplies                               | 882              | 1,000            |
| 5510 | Food Supplies                          | 29,421           | 60,000           |
|      |  | 30,855           | 61,750           |
|      | <b>TOTAL FOOD PANTRY EXPENDITURES:</b> | 346,848          | 444,440          |
|      | <b><u>TRANSFERS</u></b>                |                  |                  |
| 7000 | Town Fund Transfers                    | 625              | -                |
|      | <b>TOTAL TRANSFERS:</b>                | 625              | -                |
|      | <b>TOTAL APPROPRIATIONS:</b>           | 506,284          | 634,710          |

|      |  | <b>2022-2023</b> | <b>2023-2024</b> |
|------|--|------------------|------------------|
|      |  | <b>ACTUAL</b>    | <b>BUDGET</b>    |
| 1000 | <b>Represents a cash basis budget</b>            |                  |                  |
|      | <b><u>CEMETERY FUND</u></b>                      |                  |                  |
|      | <b>BEGINNING BALANCE</b>                         | 3,273            | 3,274            |
|      | <b><u>REVENUES</u></b>                           |                  |                  |
| 4015 | Town Support                                     | -                | 5,000            |
| 4030 | Interest Income                                  | 1                | 2                |
|      | <b>TOTAL REVENUES:</b>                           | 1                | 5,002            |
|      | <b>TOTAL FUNDS AVAILABLE:</b>                    | 3,274            | 8,276            |
|      | <b><u>EXPENDITURES</u></b>                       |                  |                  |
|      | Administration                                   | -                | -                |
|      | <b>TOTAL EXPENDITURES:</b>                       | -                | -                |
|      | <b>TOTAL APPROPRIATIONS:</b>                     | -                | -                |
|      | Fund Balance Policy Implementation/Contingencies |                  |                  |
|      | <b>ENDING BALANCE</b>                            | <u>3,274</u>     | <u>8,276</u>     |

|  |   | <b>2022-2023<br/>ACTUAL</b> | <b>2023-2024<br/>BUDGET</b> |
|--|---|-----------------------------|-----------------------------|
| 1100   | <b><u>CAPITAL PROJECTS FUND</u></b>         |                             |                             |
|  | <b>BEGINNING BALANCE</b>                    | 216,149                     | 195,224                     |
|  | <b><u>OTHER FINANCING SOURCES</u></b>       |                             |                             |
| 4000   | Transfers In - General Town Fund            | -                           | -                           |
| 4030   | Interest                                    | 3,732                       | 4,000                       |
| 4210   | ARPA Grant                                  | -                           | 58,000                      |
| 4220   | EDICD Grant                                 | -                           | 3,000,000                   |
| 4230   | NIFB Grant                                  | -                           | 75,000                      |
| 4240   | Loan Proceeds                               | -                           | 595,000                     |
|  | <b>TOTAL REVENUES:</b>                      | 3,732                       | 3,732,000                   |
|  | <b>TOTAL FUNDS AVAILABLE:</b>               | 219,881                     | 3,927,224                   |
|  | <b><u>CAPITAL OUTLAY</u></b>                |                             |                             |
| 5235   | Bank/CC Fees                                | 2                           | -                           |
| 5900   | Equipment                                   | 1,250                       | 170,000                     |
| 5905   | Improvements                                | 23,405                      |                             |
| 5920   | Vehicles                                    | -                           | 133,000                     |
| 5930   | New Building                                | -                           | 3,000,000                   |
| 5940   | Loan Repayment                              | -                           | 595,000                     |
|  | <b>TOTAL EXPENDITURES:</b>                  | 24,657                      | 3,898,000                   |
|  | <b>TOTAL APPROPRIATIONS:</b>                | 24,657                      | 3,898,000                   |
| Fund Balance Policy Implementation/Contingencies |   |                             |                             |
|  | <b>ENDING BALANCE</b>                       | 195,224                     | 29,224                      |
|  | <b><i>Estimates for Capital Outlay:</i></b> |                             |                             |
|  | New Pantry                                  |                             | 3,000,000                   |
|  | Rebuild Roads/Subdivision                   |                             | 1,500,000                   |
|  | Vehicles                                    |                             | 225,000                     |
|  | Levy Building Improvements                  |                             | 500,000                     |

SECTION 3: That the amount appropriated for town purposes for the fiscal year beginning April 1, 2023 and ending March 31, 2024 by fund shall be as follows:

|                                      |                     |                  |
|--------------------------------------|---------------------|------------------|
| 1 General Town Fund                  | 1,788,231           | 3,611,639        |
| 2 Banquet Rental Fund                | 307,110             | 322,250          |
| 6 Illinois Municipal Retirement Fund | 91,795              | 112,000          |
| 5 Social Security Fund               | 96,091              | 120,000          |
| 3 General Assistance Fund            | 506,284             | 634,710          |
| A Cemetery Fund                      | -                   |                  |
| C Capital Projects Fund              | 24,657              | 3,898,000        |
| <b>TOTAL APPROPRIATIONS:</b>         | <b>\$ 2,814,168</b> | <b>8,698,599</b> |

SECTION 4: That if any section, subdivision, or sentence of this ordinance shall for any reason be held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 5: That each appropriated fund total shall be divided among the several objects and purposes specified, and in the particular amounts stated for each fund respectively in

**Section 2, constituting the total appropriations in the amount of EIGHT MILLION, six hundred ninty eight thousand five hundred ninty nine dollars (\$8,698,599.00) for the fiscal year beginning April 1, 2023 and ending March 31, 2024.**

SECTION 6: That Section 3 shall be and is a summary of the annual Appropriation Ordinance of this Township, passed by the Board of Trustees as required by law and shall be in full force and effect from and after this date.

SECTION 7: That a certified copy of the Budget & Appropriation Ordinance shall be filed with the County Clerk within 30 days after adoption.

ADOPTED this 6TH day of April, 2023 pursuant to a roll call vote by the Board of Trustees of DuPage Township, Will County, Illinois.

**BOARD OF TRUSTEES**

**AYE**

Tom Braxton

—

Terri Ransom

—

Debra Savage

—

Reem Townsend

—

**TOWNSHIP SUPERVISOR**

Gary Marschke

—

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Barbara Parker, Town Clerk

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Gary Marschke, Township Supervisor

**CERTIFICATION OF BUDGET & APPROPRIATION ORDINANCE**

**IN ACCORDANCE WITH CHAPTER 35 SECTION 200/18-50  
ILLINOIS COMPILED STATUTES**

The undersigned, being Clerk and Chief Fiscal Officer of *DuPage Township*,  
do hereby certify that attached hereto is a TRUE AND CORRECT COPY of the  
Budget/Appropriation Ordinance of said District for its 2023-2024 fiscal year, adopted on the  
6th, day of April, 2023.

We further certify that the ESTIMATE OF REVENUES, by source, anticipated to  
be received by said Taxing District, as set forth in said document, is a true  
statement of said estimate.

Dated this 6th, day of April , 2023

\_\_\_\_\_  
Gary Marschke, Chief Fiscal Officer

\_\_\_\_\_  
Barbara Parker, Town Clerk

Filed this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Lauren Staley Ferry, Will County Clerk

**CERTIFIED ESTIMATE OF REVENUES BY SOURCE**

**DUPAGE TOWNSHIP**

The undersigned, Supervisor, Chief Fiscal Officer, of DuPage Township, Will County, Illinois, does hereby certify that the estimate of revenues by source or anticipated to be received by said taxing district, is either set forth in said ordinance as "Revenues" or attached hereto by separate document, is a true statement of said estimate.

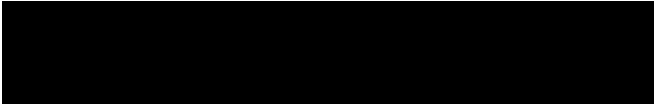
This certification is made and filed pursuant to the requirements of (35 ILCS 200/18050) and on behalf of DuPage Township, Will County, Illinois. This certification must be filed within 30 days after the adoption of the Budget & Appropriation Ordinance.

Dated this 6th day of April, 2023

\_\_\_\_\_  
Gary Marschke, Supervisor - Chief Fiscal Officer

Filed this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Lauren Staley Ferry, Will County Clerk



Enthusiastic current student pursuing a business and accounting focused education and employee with superior skills working in both team-based and independent capacities. Knowledge and business experience include administrative tasks, customer service, communication, problem solving, and basic accounting principles. Bringing strong work ethic and excellent organizational skills to any setting. Excited to bring skills in information technology, accounting, and research.

**Education and Training**

Joliet Junior College | Joliet, IL | Expected Graduation Date Spring 2023  
**Associate in Arts- Focus Business/Accounting** GPA 3.6

**Relevant Classes**

- Library Elective
- Philosophy
- Principles of Communication
- Personal Finance
- Accounting
- Marketing
- Principles of Economics
- Elementary Statistics

**Skills**

- Flexible and Adaptable
- Problem Detection and Resolution
- Work Coordination
- Decision Making
- Interpersonal Skills
- Conflict Resolution
- Attention to Detail
- Organization and Time Management

**Experience**

**Food and Beverage Expert** | Target - New Lenox, IL 2020 - 2022

- Worked in close collaboration with team members to ensure customers received high-quality service.
- Monitored sales floor to identify customers in need of assistance and merchandise in need of replenishment. • Created food displays according to established standards • Executed cash transactions quickly and accurately.
- Effectively multitasked within fast-paced environment.

**Kitchen Crew Member** | Nancy's Chicago Pizza - New Lenox, IL 2018 - 2020

- Prepared variety of foods according to exact instructions and recipe specifications.
- Completed prepping, cleaning, and other kitchen duties to support cooks.
- Observed food handling and sanitation procedures to safeguard against foodborne illnesses and provide a safe and clean working environment

**Volunteer Work**

**Vice President** | Ronald McDonald House Charities - Oak Lawn, IL 2019 - 2020

- Oversaw volunteer logistics and assisted organizational efforts by filing, entering data and answering phones
- Helped define mission and standards for volunteer staff by collaborating with special committees and organization leadership.
- Interacted pleasantly with clients and guests when performing daily duties.



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## EDUCATION

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**Florida State University**, Tallahassee, FL      **December 2023**

Bachelor of Science; Major: Political Science; Minor: Economics **GPA: 4.0**

- Relevant Coursework: Macroeconomics, Microeconomics, Public Policy, Media

**Lincoln-Way West High School**, New Lenox, IL.      **May 2021**

Diploma with AP Scholar with Distinction designation and Illinois State Seal of Biliteracy

- Activities/Leadership: Student Council Vice President, Math Honor Society, Spanish Honorary Society, National Honor Society
- 

## EXPERIENCE

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**Mokena Park District**

Camp Counselor | May 2022-August 2022    December 2022-January 2023

Led groups of children aged 3-12, developed activities and daily plans, and worked with colleagues to provide fun and safe environments.

**Swanson, Martin & Bell, LLP**

Personal Assistant | June 2019-August 2019

Assisted attorneys, paralegals, and legal assistants with day-to-day operations. This included drafting documents, filing documents, digitizing files, and assisting in whatever manner would help the office run smoother.

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## ACTIVITIES/ AWARDS

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**Student Council, Executive Board and Vice President, Lincoln-Way West High School — 2017-2021**

**Lincoln-Way Math Honor Society, Lincoln-Way West High School — 2019-2021**

**National Honor Society, Lincoln-Way West High School — 2019-2021**

**Spanish Honorary Society, Lincoln-Way West High School — 2019-2021**

**Volunteer Math Tutor, Lincoln-Way West High School — 2018-2021**

**Volunteer Writing Tutor, Lincoln-Way West High School — 2019-2020**

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## SKILLS

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- **Language:** Spanish (speak, write, read, and listen)
- **Technical:** Microsoft Office, Apple Office Software

## **CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (herein “**Agreement**”) is made and entered into as of this \_\_\_ day of February, 2023, by and between the DuPage Township , (herein the Township) an Illinois Township, and Karolina Strack , (herein the “**Contractor**”). The Contractor and Township are referred to collectively and generically as **Parties.**”

In consideration of the mutual promises and covenants herein contained, the Contractor and the Township agree as follows:

**1. Recitals.**

A. The Contractor has represented itself to have the qualifications, experience and ability necessary to serve as a grant writing contractor upon the terms and conditions set forth in this Agreement.

B. It is the intention of the parties to create a non-exclusive independent contractor relationship. Contractor may engage in other business activities and provide similar services to other entities and business.

**2. Retention and Duties.**

The Township hereby retains and engages the Contractor as an independent contractor to provide grant writing services with the understanding that the Contractor shall undertake the performance of the duties herein described. The Contractor hereby accepts such retention and engagement and by such acceptance, the Contractor covenants hereby to perform the functions and duties of the grant writing contractor, and to perform such other legally permissible and proper duties and functions as the Township shall from time to time assign. During the Term of Retention (as hereafter defined):

A. The Contractor's services in performing the duties of Grant Writing and Fund-Raising Contractor shall be rendered as an independent contractor and not as a Township employee. Contractor acknowledges and agrees that Contractor is not entitled to any benefits or protections afforded employees of the Township or bound by any obligations of employees of the Township. Contractor understands and fully agrees that Contractor will not be covered under provisions of the unemployment compensation insurance of the Township or the workers' compensation insurance of the Township and that any injury or property damage on the job will be Contractor's sole responsibility and not the Township's. Also, it is understood that Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Township and therefore, Contractor will be solely responsible for Contractor's own actions, and that of Contractor's employees and agents, if any. The Township will in no way defend Contractor in matters of liability;

B. Contractor agrees not to hold him/herself out as an employee or joint employee of the Township to members of the public;

C. Contractor acknowledges and agrees that Contractor is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of Contractor and those employees, if any, employed by Contractor;

D. The Contractor shall apply its skills and experience to the performance of its duties and in furtherance of the Township's interests;

E. The Contractor shall report to the Township Supervisor

F. The scope of the Contractor's work shall include conducting prospect research to identify prospective funders for Township programs; compiling research data and developing grant

writing plan; reviewing organization materials and research/review other background information as necessary in order to create letters and proposals; writing and editing proposals to prospective grantors; attending meetings as necessary to accomplish the required work.

**3. Term of Retention.**

As “Term of Retention” is used in this Agreement, it shall mean that period of time commencing March 1, 2023 to December 31, 2024, and thereafter, continuing on a month-to-month basis through the termination of the services of the Contractor.

**4. Termination.**

The Term of Retention shall terminate upon written notice of cancellation of this Agreement given by either Party to the other Party on twenty-one (21) days prior notice.

**5. Compensation.**

The Contractor will charge and the Township will pay the Contractor for its services an hourly rate equal to \$50.00 per hour, up to 20 hours per month or as approved by township supervisor, plus Reimbursable Expenses (2022/2023 IRS mileage rate), if any payable monthly within 30 days of receipt of an itemized invoice from the Contractor. Contractor and Township agree that compensation under this agreement is on an hourly basis. The Contractor will be issued a 1099 and will be responsible for payment of their taxes.

**6. Township Cooperation.**

The Township shall cooperate with the Contractor in the performance of the duties of grant writing contractor, including meeting with the Contractor and providing the Contractor with such information that the Township may have that may be relevant and helpful to the Contractor’s performance of those duties.

**7. Confidentiality.**

A. The Contactor acknowledges that the Contractor and its officers, agents and/or employees may have access to confidential information (herein “Confidential Information”) which is not generally known outside the Township. Confidential Information shall not include public documents or information which would otherwise constitute Confidential Information but which has become public other than through a breach of this Agreement or other improper means. During its Term of Retention, and for three (3) years following the termination of the Term of Retention, the Contractor, for itself and its officers, agents and/or employees, covenants and warrants that, without the prior written authorization of the Township, the Contractor and its officers, agents and/or employees shall not directly or indirectly divulge, furnish or make accessible Confidential Information to any person, firm, or corporation other than Township officials and persons, firms, or corporations retained by the Township in a fiduciary capacity, but instead shall keep all Confidential Information strictly and absolutely confidential, except as otherwise provided herein.

B. The Contractor shall not issue any news releases or make other public statements regarding reports or the work of the Township without the prior approval of the Supervisor.

**8. Property of the Township; Records.**

A. All business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective operation of the Township are and shall at all times remain the property of the Township. The Contractor covenants that its officers, agents and/or employees shall not retain, and shall return to the Township, all of the business plans, financial data or reports, memoranda, correspondence and all other documents pertaining to the current or prospective business of the Township upon the termination of the Term of Retention.

B. The Contractor shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Township to inspect and audit all

data and records of the Contractor for work done under this Agreement. The records shall be made available to the Township upon request at reasonable times during the Term of Retention, and for one (1) year after the termination of the Term of Retention.

**9. Other Conditions of Retention; Indemnification.**

A. The Township may fix such other conditions of retention as it may determine from time to time, relating to the services of the Contractor, provided such conditions are not inconsistent with or in conflict with the provisions of this Agreement, the ordinances of the Township or any law; and further provided that no such condition shall jeopardize the status of the Contractor and its officers, agents and/or employees as an independent contractor of the Township.

B. Contractor, on behalf of Contractor and Contractor's heirs, executors, administrators and assigns, hereby releases the Township, its separate entities, agents, employees and officers from any claim for injuries Contractor may incur of any kind, at any time, whether known or unknown, caused by or related to work under this Agreement, which is not caused by the negligence of the Township, its separate entities, agents, employees or other volunteers.

C. Contractor further agrees to indemnify and hold harmless the Township and/or any of its separate entities, against all claims, demands, judgements and executions that the Township and/or its separate entities may sustain as a result of, or arising Contractors acts and omissions, whether or not such claims, demands, actions, judgments and executions are discovered during the period of my volunteer work.

**10. Relationship of the Parties.**

A. The Contractor shall act as an independent contractor in providing and performing all of the duties as described above. Nothing in, or done pursuant to, this Agreement shall be construed (a) to create the relationship of principal and agent, employer and employee, partners,

or joint venturers between the Township and the Contractor; or (b) to create any relationship between the Township and any subcontractor of the Contractor. The Township agrees the Contractor shall retain control over the means and methods of performing the Contractor's obligations herein assigned.

B. No right of observation or review; requirement of approval; or other provision of this Agreement or subsequent conduct of the Parties shall be construed to create a relationship between the Parties of employer-employee, franchisor-franchisee, principal and agent, partners, or joint venturers.

i. The Contractor shall be solely and completely in charge of, and responsible for performing the duties of the Grant Writer. This obligation exists, and shall apply, continuously and at all times during the Term of Retention.

ii. The Contractor shall comply with all applicable federal, state, and local laws, regulations and codes, and any and all applicable Occupational Safety and Health Act (OSHA) standards.

**11. Conflict of Interest; Debarment.**

A. The Contractor represents and certifies that, to the best of its knowledge as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.



B. The Contractor certifies hereby that it does not and shall not discriminate in its employment practices or in the provisions of its services and that it is not barred from entering into this Agreement as a result of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4).

**12. General Provisions.**

i. Entire Agreement. Except as expressly set forth herein, this Agreement constitutes the entire contract and understanding between the Parties hereto with respect to the relationship of the Parties contemplated herein, and supersedes all prior and contemporaneous contracts and undertakings of the Parties pertaining to the subject matter hereof. This Agreement has been negotiated by all Parties.

ii. It is recognized and acknowledged by the Contractor and Township that both the Contractor and Township have contributed substantially and materially to the preparation, form, substance and content of this Agreement.

iii. This Agreement shall not be construed more strictly against Township than against the Contractor merely by virtue of the fact that the same has been prepared by legal counsel for Township.

iv. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.

v. If any provision of this Agreement is capable of two (2) constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid.

vi. In the event any provision of this Agreement or part thereof shall be deemed invalid by a court of competent jurisdiction, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.

A. Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Illinois. Jurisdiction shall be in Will County, Illinois. The rights or remedies under this Agreement are exclusive to any other rights or remedies which may be granted by law.

B. No Assignment. This Agreement may not be assigned by the Township or by the Contractor without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have entered their hands and seals the day and year first above written.

DuPage Township, Supervisor

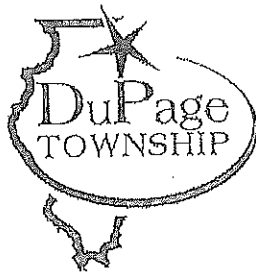
Karolina Strack

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

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

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

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



DUPAGE TOWNSHIP

241 Canterbury Lane  
Bolingbrook, IL 60440-2834  
630-759-1317  
Fax: 630-759-3412

PURCHASE ORDER REQUEST FORM

Date of Request: 2/15/23

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

Department: PARTY

Requested By: DAVE

Vendor Name & Address:

JOHANSEN & ANDERSON

Item Descriptions:

Account:

Dollar Amount:

| Item Descriptions:                 | Account: | Dollar Amount:          |
|------------------------------------|----------|-------------------------|
| <u>REFRIGERATOR EVAPORATOR FAN</u> |          |                         |
| <u>ON WALK IN</u>                  |          |                         |
| <u>FRIDGE</u>                      |          | <u>885<sup>83</sup></u> |
|                                    |          |                         |
|                                    |          |                         |
|                                    |          |                         |

Total: 885<sup>83</sup>

Requestor Signature: [Signature]

Pre-Approval Signature: \_\_\_\_\_

Approval Signature: \_\_\_\_\_






## JX Truck Center - Bolingbrook

535 East South Frontage Road Bolingbrook, Illinois 60440  
 Phone: (630) 972-2720



**Case Number:** 12448988  
**Repair Order Number:** 43674  
**Purchase Order Number:** N/A  
**Service Advisor:** Cooper, Robert - Case Date 2023-02-14 22:43:28 -0600

|   |   |   |
|---|---|---|
| <b>Customer:</b> Dupage Township Food Pantry  | <b>Unit Number:</b> s55961  | <br>E4S55961 |
| <b>Address:</b> 719 Parkwood Romeoville, IL 60446<br><b>Phone:</b> (815) 886-7986<br><b>Fax:</b> N/A<br><b>Customer Number:</b> 26775 | <b>Asset:</b> 2014 Hino 268<br><b>Serial Number:</b> E4S55961<br><b>VIN:</b> 5PVNE8JT4E4S55961<br><b>Engine:</b> J08E |   |

| Item | Operation Name   | Labor Hours | Hourly Rate | Parts      | Core Prices | Additional Charges | Totals     |
|------|--|-------------|-------------|------------|-------------|--------------------|------------|
| 1    | Jx Courtesy Vehicle Assessment -   |             |             |            |             |                    |            |
|      | <b>Labor:</b>  | 0.25        | \$60.00     |            |             |                    | \$15.00    |
| 2    | Diag-General [051-000-000]   |             |             |            |             |                    |            |
|      | <b>Complaint:</b><br>customer states the truck has a no crank no start issue |             |             |            |             |                    |            |
|      | check and advise<br>REPLACE STARTER  |             |             |            |             |                    |            |
|      | <b>Labor:</b>  | 4.5         | \$196.99    |            |             |                    | \$886.46   |
|      | <b>Parts:</b>  |             |             |            |             |                    | \$1,431.47 |
|      | -(1.0) [28100E0312] STARTER ASSY Core: \$61.10                               |             |             | \$1,431.47 | \$61.10     |                    | \$1,492.57 |
|      | <b>Additional Charges:</b>   |             |             |            |             |                    | \$37.43    |
|      | 901, Shop Supplies   |             |             |            |             | \$37.43            | \$37.43    |

**Labor:** \$901.46  
**Parts:** \$1,431.47  
**Core:** \$61.10  
**Freight:** \$86.99  
**Taxes:** \$134.26  
**Other Misc Charges:** \$37.43  
**Total:** \$2,652.71

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_



MONROE TRUCK EQUIPMENT-JOLIET  
 812 DRAPER AVENUE  
 JOLIET IL 60432  
 815-727-3134 FAX 815-727-5429



CUSTOMER : 2439350  
 Ship to: DUPAGE TOWNSHIP  
 241 CANTERBURY LANE  
 BOB:815-302-4898  
 BOLINGBROOK IL 60440  
 630-759-1317

QUOTE # R80659  
 DATE: 02/15/23  
 CUST PO # VERBAL  
 TERMS: NET 30  
 SALES REP: 303  
 QUOTED BY: JRB

\*\*\* QUOTE FIRST\*\*\*

- A-FRAME FOR PLOW IS BROKEN AND NEEDS REPLACEMENT.

\_ PLOW LIGHTS ONLY WORK ON HIGH BEAM

\*\*PARTS NEEDED FOR REPAIR

- AFRAME
- PUSHFRAME
- NUTS
- BOLTS
- LOW BEAM BULBS FOR PLOW LIGHTS

PARTS:\$ 786.67  
 LABOR:\$1,500.00  
 =====  
 TOTAL:\$2,286.67

\* LEAD TIME IS 1 WEEK FROM WHEN CUSTOMER CONFIRMS QUOTE.

\*\* PRICE SUBJECT TO CHANGE UPON REPAIR OR ANY UNFORESEEN ISSUES.

THANK YOU,  
 JOHN BUSS  
 815-280-4245