

**Agenda  
Yorkville Public Library  
Board of Trustees  
August 14, 2017 - 7:00 pm  
Michelle Pfister Meeting Room  
902 Game Farm Road**

1. Roll Call
2. Recognition of Visitors      Certificate of Appreciation- Anita Werderich
3. Amendments to the Agenda
4. Minutes
5. Correspondence
6. Public Comment
7. Staff Comment
8. Report of the Treasurer      Financial Statement  
  Payment of Bills
9. Report of the Library Director
10. City Council Liaison Update
11. Standing Committees      Policy      Personnel  
  Finance      Community Relations - 5K Run
12. Unfinished Business      Painting progress report  
  Daikin chiller control panel proposal – \$2,900.00
13. New Business      Daikin Maintenance Agreement – \$2,980.00  
  Elevator contract proposal - Suburban  
  Existing elevator contract – Thyssenkrupp  
  Roof repair estimates – Showalter
  1. Collection box & downspout – \$1,190.00
  2. Snow retention bars – \$9,500.00
14. Executive Session  

For the appointment, employment, compensation, discipline, performance or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body, or against legal counsel for the public body to determine its validity.
15. New Business (cont'd)      Director Vote
16. Adjournment

DRAFT

**Yorkville Public Library**  
**Personnel Committee Meeting**  
Saturday, July 8, 2017, 10:00am  
Library Board Room  
902 Game Farm Road

The Personnel Committee meeting was called to order at 10:06am by Carol LaChance. The purpose of the meeting was to conduct interviews for the Library Director position.

**Roll Call:**

Theron Garcia-yes, Jason Hedman-yes, Carol LaChance-yes, Russ Walter-yes

**Recognition of Visitors:** None

**Public Comment:** none

**Executive Session:**

At approximately 10:07am a motion was made by Theron Garcia to enter into Executive Session for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Russ Walter seconded the motion.

Roll call: Garcia-yes, Hedman-yes, LaChance-yes, Walter-yes. Carried 4-0.

The Session ended at approximately 12:44pm.

**Unfinished Business:**

The committee decided not to consider other resumes at this time and will report their findings thus far, to the Board.

**Adjournment:**

The regular meeting was adjourned at 12:45pm.

Minutes respectfully submitted by  
Marlys Young, Minute Taker

# DRAFT

**Yorkville Public Library**  
Board of Trustees  
Monday, July 10, 2017, 7:00pm  
902 Game Farm Road – Michelle Pfister Meeting Room

The meeting was called to order at 7:01pm by President Russ Walter.

**Roll Call:**

Jason Hedman-yes, Wamecca Rodriguez-yes, Russ Walter-yes, Darren Crawford-(arr. 7:01pm),  
Krista Danis-yes, Theron Garcia-yes, Carol LaChance-(arr. 7:02pm)

Absent: Kate Elder, Susan Chacon

**Others Present:**

Bart Olson, City Administrator	Carol Wicks, Heartland Circle
Tim Evans, Director Parks & Rec	Barb Johnson, Former Trustee
Dixie DeBord, Dir. Tech. Services	Judy Somerlot, Friends
Shelley Augustine, Dir. Adult Services	Sue Smithmeyer, Friends
Alderman Joe Plocher	Carol Morris, Friends
Ronald Morris, Friends	Marianne Eberhardt, staff
Jennette Weiss, staff	Sheryl Iwanski, staff
Ina Hix, Prairie Garden	Mark Hix, Prairie Garden
Peggy Wilkinson, staff	Cathy Grzlik, staff
Bob Malvasio, IDN	Joan Knutson, staff
Tyler Bachman, WSPY	Jessica Faedtke, staff
Michelle Staie, staff	Barbara Manning, staff
Steve Manning	

**Recognition of Visitors:**

President Walter welcomed everyone and asked all guests to introduce themselves.

**Amendments to the Agenda:**

President Walter asked to move the City/Parks and Rec proposal to Public Comment.

**Minutes:** June 12, 24, 26, 2017

Ms. LaChance moved to approve the June 12 regular Board minutes. Unanimous voice approval.

Ms. Garcia moved and Ms. Danis seconded to approve the June 24 Personnel Committee minutes. Unanimous voice approval.

Ms. Garcia and Mr. Hedman moved and seconded to approve the June 26 Personnel Committee minutes. Unanimous voice approval.

**Correspondence:**

A thank you letter was received from a Library Director applicant.

**Public Comment:**

President Walter opened the City/Parks & Rec. Proposal discussion by commenting that he was disappointed that a statement was made in an open meeting regarding this proposal before details were finalized. He also said the Library would not be in poor financial condition if the City had not removed the recommended levy from the City budget, which subjected the library to a tax cap.

The floor was then turned over to Bart Olson, City Administrator. He referred to a memo he had written regarding shared services between the City and other municipalities. He noted there is already an agreement in place that allows the City to provide payroll service, H.R. support and maintenance, etc. for the library.

Mr. Olson said there were five points to the proposal:

1. Create vacancy in library to help reduce salaries and to increase hours, do on trial basis
2. Use other city employees to fill some of the voids
3. Cross train employees and allow for expansion of hours
4. Events and classes could be shared venture
5. Share catalog of programs, possibly increase enrollment

**Comments:**

Mr. Walter said Parks and Rec currently use the library meeting room for some programs and in turn, perform some maintenance work. However, he was not in favor of shifting hours and forcing library staff to work night hours or weekends. There was also discussion that an inter-governmental agreement would be put in place to determine which funds would pay employees. Mr. Olson said the City Attorney had been contacted regarding legality and he suggested the library attorney also be contacted. Mr. Olson said an inter-governmental agreement would be legal, however, it's not clear how the MLS requirement would be handled. He said the proposal attempts to save money for both entities. Ms. DeBord noted that next July, a Master's degree will be required for populations over 15,000.

Board Trustee Wamecca Rodriguez said the library needs a Director with an MLS with consideration given to other aspects of the proposal. She would like to know if any other municipalities have implemented a similar plan as the proposal.

Friends of the Library representative Judy Somerlot gave a personal comment in favor of hiring a full time Director and also read a statement on behalf of the Friends group. The statement urged that a full time Director with a Master's degree be hired. She also said that sharing makes more sense if there is commonality between the departments.

Carol Wicks said that hiring a Director sends a message to the community that the library is moving forward and is valued.

Staff member Jennette Weiss questioned what would happen to library programming if Parks and Rec became part of the library.

Board Trustee Jason Hedman said items 3, 4 and 5 of the proposal should be determined by the new Director. He made a motion to table those items until more information is obtained. President Walter amended the motion to table the entire discussion until a Director is in place. He said the library could work with Parks and Rec, but a qualified Director is needed. The proposal was tabled unanimously on a voice vote.

**Staff Comment:** None

**Report of the Treasurer:**

President Walter presented the Treasurer's report and highlights include:

1. Rebates received from credit cards
2. Noted by Ms. Rodriguez that books from Amazon are not as high quality as books from Baker & Taylor
3. Repair bill for chiller received and another to come, Mr. Walter has a contact at another repair company, will call regarding constant fuse issues. Proposal to replace control board at \$2,700.
4. Invoice from elevator company questioned, Ms. Rodriguez suggested placing on future agenda to discuss contract
5. 3 payrolls in June
6. Large amount of property taxes received
7. Ms. Rodriguez suggested a possible monthly payment plan for subscription card, other suggestions from Director candidate shared by Mr. Walter.
8. Received \$300 for memorials
9. Development fees of \$7,000 received

A motion was made by Mr. Crawford and seconded by Mr. Walter to pay the bills as follows:

\$17,330.77 Accounts Payable

\$68,419.69 Payroll

\$85,750.46 TOTAL

Roll call: LaChance-yes, Rodriguez-yes, Walter-yes, Crawford-yes, Danis-yes, Garcia-yes, Hedman-yes. Carried 7-0.

**Report of the Library Director:**

Ms. Augustine reviewed highlights of some of the programs, Gifts & Memorials and Friends' monetary gifts. Also noted was \$45 donated from Anita Werderich from her lemonade stand. This information was placed on Facebook and Mr. Walter suggested a certificate be presented to her at a Board meeting. Ms. DeBord discussed other programs being held including a dance class with volunteer/Board member Theron Garcia. Patron count was also up for the month.

**City Council Liaison**

New Board liaison, Alderman Joe Plocher, was introduced to the Board. When asked about the city building study, he said it was not complete yet.

**Standing Committees:**

**Personnel**

Mr. Walter said the Personnel Committee has met regarding the search for a Library Director and discussions will be held in Executive Session.

**New Business:**

**Election of Officers**

Nominations at the previous Board meeting were as follows: Russ Walter for President, Carol LaChance for Vice-President, Kate Elder for Secretary and Susan Chacon for Treasurer. Wamecca Rodriguez was also nominated as Secretary. Motions were made as follows:

Carol LaChance moved and Ms. Rodriguez seconded to nominate Russ Walter as President with unanimous voice vote.

Russ Walter moved and Krista Danis seconded to nominate Carol LaChance for Vice-President with unanimous voice vote.

Theron Garcia moved and Darren Crawford seconded to nominate Wamecca Rodriguez as Secretary with unanimous voice vote.

Carol LaChance moved and Theron Garcia seconded to nominate Susan Chacon as Treasurer with unanimous voice vote.

### **Building Maintenance**

Ms. DeBord said power washing of the building should begin this week and the entire painting project should be finished in 2-3 weeks.

The chiller was discussed and Ms. Augustine read a proposal for \$2,900. Mr. Hedman asked to have the parts & labor, labor rate and total hours detailed. He said the labor can be contested. It was requested to have these details by the next meeting. Alderman Plocher asked what time of day the chiller would be shut down. It was also noted the Library is a cooling center.

Ms. DeBord said faucets are flushed twice a week due to brown water. Mr. Walter said the hot water tanks might need flushing. She also noted that sealcoating was last done in 2010 at a cost of \$6,500. Alderman Plocher will verify when the parking lot might be re-done. He said the back of the water bill shows what areas are scheduled for re-coating.

### **5K Run**

Ms. Rodriguez said discussion is needed for the 5K run. There is a need for volunteers and a Facebook page should be created in addition to the library page. Alderman Plocher suggested taking fliers to the Riverfest event this weekend for distribution.

**Additional Business:** None

### **Executive Session:**

President Walter said the first executive session regarding minutes, would not be discussed tonight. He made a motion to have all Executive Session minutes remain sealed at this time and it was seconded by Carol LaChance. Unanimous voice vote approval.

At approximately 8:30pm, Mr. Walter also made a motion to enter into Executive Session for the appointment, employment, compensation, discipline, performance or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body, or against legal counsel for the public body to determine its validity. Ms. LaChance seconded the motion. Ms. Augustine and Ms. DeBord were invited to stay for the Session.

Roll call: Rodriguez-yes, Walter-yes, Crawford-yes, Danis-yes, Garcia-yes, Hedman-yes, LaChance-yes. Carried 7-0.

The Session concluded at approximately 9:19pm on a motion by Mr. Walter and second by Mr. Crawford. The regular session resumed at about 9:20pm. All Board members there earlier in the meeting, Ms. Augustine, Ms. DeBord and the WSPY representative were present.

**New Business cont.**

No further business was discussed or action taken.

**Adjournment:**

There was no further business and the meeting was adjourned at 9:21pm on a motion by Mr. Walter and a unanimous voice vote.

Minutes respectfully submitted by  
Marlys Young, Minute Taker

## DRAFT

**Yorkville Public Library**  
Special Board Meeting  
Saturday, July 15, 2017, 9:00am  
Michelle Pfister Meeting Room  
902 Game Farm Road

The meeting was called to order at 9:01am by President Russ Walter and roll was called. The purpose of the meeting was to conduct second interviews for the Library Director position.

**Roll Call:**

Russ Walter-yes, Darren Crawford-yes (left 11:37am), Theron Garcia-yes, Jason Hedman-yes (left 9:42am & returned 10:38am), Carol LaChance-yes

**Recognition of Visitors:**

Marianne Eberhardt, library staff  
Dixie DeBord, library staff

Shelley Augustine, library staff  
Jennette Weiss, library staff

**Amendments to the Agenda:** none

**Public Comment:** none

**Staff Comment:** none

**Executive Session:**

At approximately 9:01am a motion was made by Russ Walter to enter into Executive Session for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Mr. Walter also noted the date and time. Carol LaChance seconded the motion. Roll call: Crawford-yes, Garcia-yes, Hedman-yes, LaChance-yes, Walter-yes. Carried 5-0.

The Session ended at approximately 2:40pm.

**Unfinished Business:** none

**Adjournment:**

The regular meeting was adjourned at 2:40pm on a motion by Ms. LaChance. Voice vote approval.

Minutes respectfully submitted by  
Marlys Young, Minute Taker



DRAFT

**Yorkville Public Library**  
**Personnel Committee Meeting**  
Saturday, July 22, 2017, 9:00am  
Michelle Pfister Meeting Room  
902 Game Farm Road

The meeting was called to order at 9:02am by President Russ Walter and roll was called. The purpose of the meeting was to conduct interviews for the Library Director position.

**Roll Call:**

Russ Walter-yes, Carol LaChance-yes, Wamecca Rodriguez-yes, Krista Danis-yes, Theron Garcia-yes, Jason Hedman (arr. 10:18am)

**Recognition of Visitors:** none

**Public Comment:** none

**Unfinished Business:** (out of sequence)

Since the first candidate cancelled their interview for this meeting, the committee discussed some of the proceedings thus far in the Library Director search. Ms. Garcia said candidates were ranked in the same order by committee members and staff based on written evaluations. She will also compile a spreadsheet comparing the ratings. Experience, qualifications, skills, candidate responses to questions and other details were discussed.

They also broadly discussed the direction of the library in the future, development of a strategic plan, possible catalog of services, ensure new citizens are aware of the library, expanded customer service and programming, formation of clubs in the library, etc.

At 10:00am the committee paused prior to the interview scheduled for 10:30am.

**Executive Session:**

At approximately 10:27am a motion was made by Russ Walter to enter into Executive Session for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Mr. Walter noted the date and time and the committee introduced themselves to the next Director candidate. Motion seconded by Jason Hedman.

Roll call: Danis-yes, Garcia-yes, Hedman-yes, LaChance-yes, Rodriguez-yes, Walter-yes. Passes 6-0.

The Session ended at approximately 1:24pm.

**Adjournment:**

The regular meeting was adjourned at 1:24pm on a motion by Mr. Walter and second by Ms. LaChance. Voice vote approval.

Transcribed from audio by Marlys Young, Minute Taker

DATE: 07/20/17  
TIME: 15:49:24  
ID: AP225000.CBL

UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

FY 17

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900047	FNBO	FIRST NATIONAL BANK OMAHA			07/25/17		
	072517-A.SIMMONS-A	06/30/17	01	COMCAST-APR 2017 PHONE, CABLE&		82-820-54-00-5440	99.59
			02	INTERNET		** COMMENT **	
						INVOICE TOTAL:	99.59 *
						CHECK TOTAL:	99.59

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 07/28/17  
TIME: 12:09:11  
ID: AP225000.CBL

UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

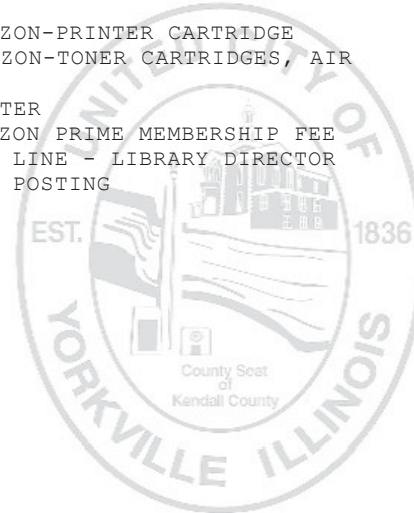
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900048	FNBO	FIRST NATIONAL BANK OMAHA			07/25/17		
	072517-A.SIMMONS	06/30/17	01	COMCAST-MAY & JUNE INTERNET		82-820-54-00-5440	517.85
			02	PHONE & CABLE		** COMMENT **	
			03	KONICA-MAY COPIER CHARGES		82-820-54-00-5462	6.84
						INVOICE TOTAL:	524.69 *



DATE: 07/28/17  
TIME: 12:09:11  
ID: AP225000.CBL

UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900048	FNBO	FIRST NATIONAL BANK OMAHA			07/25/17		
	072517-D.DEBORD	06/30/17	01	YORKVILLE ACE-BATTERY FOR		82-820-56-00-5620	29.99
			02	ALARM PANEL		** COMMENT **	
			03	AMAZON-BINGO GAME CARDS, BINGO		82-820-56-00-5671	22.85
			04	DAUBERS,		** COMMENT **	
			05	AMAZON-CARD STOCK, INK		82-820-56-00-5610	186.31
			06	CARTRIDGES, TONER CARYRIDGES		** COMMENT **	
		06/30/17	07	AMAZON-PRINTER CARTRIDGE		82-820-56-00-5610	167.98
			08	AMAZON-TONER CARTRIDGES, AIR		82-820-56-00-5610	204.01
		06/30/17	09	DUSTER		** COMMENT *	
			10	AMAZON PRIME MEMBERSHIP FEE		82-820-54-00-5460	10.99
			11	JOB LINE - LIBRARY DIRECTOR		82-820-54-00-5426	100.00
			12	JOB POSTING		** COMMENT **	
						INVOICE TOTAL:	722.13 *



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UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900048	FNBO	FIRST NATIONAL BANK OMAHA			07/25/17		
	072517-M.PFISTER	06/30/17	01	DELL - MONITORS		84-840-56-00-5635	3,894.30
						INVOICE TOTAL:	3,894.30 *



DATE: 07/28/17  
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UNITED CITY OF YORKVILLE  
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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900048	FNBO	FIRST NATIONAL BANK OMAHA			07/25/17		
	072517-R.WRIGHT	06/30/17	09	RUSH-EMPLOYEE DRUG TESTING		82-820-54-00-5462	40.00
						INVOICE TOTAL:	40.00 *
	072517-S.IWANSKI	06/30/17	01	WALGREENS-FIRST AID SUPPLIES		82-820-56-00-5610	11.70
						INVOICE TOTAL:	11.70 *



TOTAL AMOUNT PAID: 5,192.82

DATE: 08/09/17  
TIME: 08:17:06  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 08/14/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
104389	ABRAHAM	ABRAHAM LINCOLN					
	10460		07/14/17	01	03/2014-06/2014 KENDALL COUNTY	82-820-54-00-5460	93.00
				02	RECORD	** COMMENT **	
						INVOICE TOTAL:	93.00 *
						CHECK TOTAL:	93.00
104390	BAKTAY	BAKER & TAYLOR					
	2032988056		07/03/17	01	BOOKS	82-000-24-00-2480	212.74
				02	BOOKS	84-840-56-00-5686	248.28
						INVOICE TOTAL:	461.02 *
	2032994518		07/05/17	01	BOOKS	82-000-24-00-2480	13.80
				02	BOOKS	84-840-56-00-5686	245.64
						INVOICE TOTAL:	259.44 *
	2033005997		07/11/17	01	BOOKS	82-000-24-00-2480	74.38
				02	BOOKS	84-840-56-00-5686	743.82
						INVOICE TOTAL:	818.20 *
	2033019466		07/14/17	01	BOOKS	82-000-24-00-2480	273.87
				02	BOOKS	84-840-56-00-5686	226.93
						INVOICE TOTAL:	500.80 *
	2033029979		07/20/17	01	BOOKS	82-000-24-00-2480	143.42
				02	BOOKS	84-840-56-00-5686	355.96
						INVOICE TOTAL:	499.38 *
	2033032006		07/21/17	01	BOOKS	82-000-24-00-2480	350.87
				02	BOOKS	84-840-56-00-5686	15.68
						INVOICE TOTAL:	366.55 *
	2033048611		07/28/17	01	BOOKS	82-000-24-00-2480	112.15
				02	BOOKS	84-840-56-00-5686	231.55
						INVOICE TOTAL:	343.70 *
						CHECK TOTAL:	3,249.09

82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE

84-840 LIBRARY CAPITAL

DATE: 08/09/17  
TIME: 08:17:06  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 08/14/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
104391	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	38892		07/10/17	01	PAPER TOWEL, GARBAGE BAGS,	82-820-56-00-5620	664.16
				02	BOWL CLEANER, AIR FRESHNER,	** COMMENT **	
				03	HAND SANITIZER, SOAP	** COMMENT **	
					INVOICE TOTAL:		664.16 *
					CHECK TOTAL:		664.16
104392	DAIKIN	DAIKIN APPLIED					
	3142942		06/26/17	01	REMOVED AND REPLACED OIL	82-820-54-00-5462	1,728.66
				02	LEVEL SENSOR	** COMMENT **	
					INVOICE TOTAL:		1,728.66 *
					CHECK TOTAL:		1,728.66
104393	DEBORDD	DEBORD, DIXIE					
	072617		07/26/17	01	PRAIRIE CAT DELEGATES ASSEMBLY	82-820-54-00-5415	41.52
				02	MEETING MILEAGE REIMBURSEMENT	** COMMENT **	
					INVOICE TOTAL:		41.52 *
					CHECK TOTAL:		41.52
104394	INDIANAI	INDIANA INSURANCE COMPANY					
	700003020335-062917		06/29/17	01	BOND PREMIUM RENEWAL	82-820-54-00-5462	456.00
					INVOICE TOTAL:		456.00 *
					CHECK TOTAL:		456.00
104395	LLWCONSU	LLOYD WARBER					
	10419		08/02/17	01	JUNE 2017 ON SITE IT SUPPORT	82-820-54-00-5462	1,440.00
					INVOICE TOTAL:		1,440.00 *
					CHECK TOTAL:		1,440.00

82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE

84-840 LIBRARY CAPITAL



DATE: 08/09/17  
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UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 08/14/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
104396	MIDWTAPE	MIDWEST TAPE						
	95196859		06/30/17	01	DVDS	84-840-56-00-5685	140.93	
						INVOICE TOTAL:	140.93	*
	95211192		07/07/17	01	DVDS	82-820-56-00-5685	54.97	
						INVOICE TOTAL:	54.97	*
	95229398		07/14/17	01	DVD	82-000-24-00-2480	22.99	
						INVOICE TOTAL:	22.99	*
	95254126		07/25/17	01	AUDIO BOOK	82-000-24-00-2480	39.99	
				02	DVDS	84-840-56-00-5685	40.98	
						INVOICE TOTAL:	80.97	*
	95273332		08/01/17	01	DVDS	84-840-56-00-5685	22.99	
				02	DVD, AUDIO BOOK	82-000-24-00-2480	69.98	
						INVOICE TOTAL:	92.97	*
						CHECK TOTAL:		392.83
104397	PEOTONE	PEOTONE PUBLIC LIBRARY						
	080217		08/02/17	01	REPLACEMENT COST FOR LOST BOOK	82-820-56-00-5686	13.00	
						INVOICE TOTAL:	13.00	*
						CHECK TOTAL:		13.00
104398	PRAIRCAT	PRAIRIECAT						
	5438		07/05/17	01	07/01/17-09/30/17 QUARTERLY	82-820-54-00-5468	3,147.08	
				02	MEMBER FEE RENEWAL	** COMMENT **		
						INVOICE TOTAL:	3,147.08	*
						CHECK TOTAL:		3,147.08
104399	SOUND	SOUND INCORPORATED						

82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE

84-840 LIBRARY CAPITAL

DATE: 08/09/17  
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UNITED CITY OF YORKVILLE  
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CHECK DATE: 08/14/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
104399	SOUND	SOUND INCORPORATED					
	R150186		07/14/17	01	CCTV AND ACCESS CONTROL	82-820-54-00-5462	876.90
				02	MAINTENANCE CONTRACT FOR	** COMMENT **	
				03	08/01/17-10/31/17	** COMMENT **	
					INVOICE TOTAL:		876.90 *
					CHECK TOTAL:		876.90
104400	TODAYS	TODAY'S BUSINESS SOLUTIONS INC					
	071717-11		07/18/17	01	2ND QTR COST FOR FAXES	82-820-54-00-5462	22.56
					INVOICE TOTAL:		22.56 *
					CHECK TOTAL:		22.56
104401	TRIBUNE	CHICAGO TRIBUNE					
	103694737-070717		07/07/17	01	CHICAGO TRIBUNE RENEWAL	82-820-54-00-5460	363.74
				02	THROUGH 02/02/18	** COMMENT **	
					INVOICE TOTAL:		363.74 *
					CHECK TOTAL:		363.74
104402	YOUNGM	MARLYS J. YOUNG					
	070817		07/27/17	01	07/08/17 MEETING MINUTES	82-820-54-00-5462	108.07
					INVOICE TOTAL:		108.07 *
	071017		07/26/17	01	07/10/17 MEETING MINUTES	82-820-54-00-5462	99.00
					INVOICE TOTAL:		99.00 *
					CHECK TOTAL:		207.07
					TOTAL AMOUNT PAID:		12,695.61

82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE

84-840 LIBRARY CAPITAL



## UNITED CITY OF YORKVILLE PAYROLL SUMMARY July 14, 2017

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 16,535.23	\$ -	16,535.23	\$ 1,782.50	\$ 1,218.51	\$ 19,536.24
FINANCE	9,504.40	-	9,504.40	1,040.75	712.80	\$ 11,257.95
POLICE	104,782.47	12,435.72	117,218.19	580.83	8,727.53	\$ 126,526.55
COMMUNITY DEV.	16,317.07	-	16,317.07	1,643.42	1,217.71	\$ 19,178.20
STREETS	14,424.83	-	14,424.83	1,407.52	1,066.32	\$ 16,898.67
CENSUS	7,204.63	-	7,204.63	-	551.17	\$ 7,755.80
WATER	15,811.63	681.25	16,492.88	1,673.58	1,204.59	\$ 19,371.05
SEWER	8,171.36	17.81	8,189.17	898.96	620.76	\$ 9,708.89
PARKS	21,163.97	37.81	21,201.78	1,961.37	1,564.32	\$ 24,727.47
RECREATION	16,934.77	-	16,934.77	1,665.90	1,264.60	\$ 19,865.27
<b>LIBRARY</b>	<b>12,941.23</b>	<b>-</b>	<b>12,941.23</b>	<b>672.00</b>	<b>963.85</b>	<b>\$ 14,577.08</b>
<b>TOTALS</b>	<b>\$ 243,791.59</b>	<b>\$ 13,172.59</b>	<b>\$ 256,964.18</b>	<b>\$ 13,326.83</b>	<b>\$ 19,112.16</b>	<b>\$ 289,403.17</b>

**TOTAL PAYROLL                    \$ 289,403.17**



# UNITED CITY OF YORKVILLE

## PAYROLL SUMMARY

July 28, 2017

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
CLERK	583.34	-	583.34	8.98	44.61	636.93
TREASURER	83.34	-	83.34	8.98	6.36	98.68
ALDERMAN	3,900.00	-	3,900.00	-	287.05	4,187.05
ADMINISTRATION	16,535.24	-	16,535.24	1,782.51	1,218.52	19,536.27
FINANCE	9,270.02	-	9,270.02	999.31	683.41	10,952.74
POLICE	102,212.07	2,184.05	104,396.12	580.83	7,712.17	112,689.12
COMMUNITY DEV.	16,157.56	-	16,157.56	1,627.25	1,194.04	18,978.85
STREETS	14,500.83	-	14,500.83	1,407.53	1,072.14	16,980.50
CENSUS	4,696.19	-	4,696.19	-	359.26	\$ 5,055.45
WATER	15,521.66	123.16	15,644.82	1,546.89	1,139.93	18,331.64
SEWER	8,859.14	-	8,859.14	955.01	660.29	10,474.44
PARKS	20,153.37	287.50	20,440.87	1,876.19	1,506.10	23,823.16
RECREATION	11,625.42	-	11,625.42	1,004.19	858.44	13,488.05
<b>LIBRARY</b>	<b>13,749.65</b>	<b>-</b>	<b>13,749.65</b>	<b>672.00</b>	<b>1,025.62</b>	<b>15,447.27</b>
<b>TOTALS</b>	<b>\$ 238,756.17</b>	<b>\$ 2,594.71</b>	<b>\$ 241,350.88</b>	<b>\$ 12,469.67</b>	<b>\$ 17,837.43</b>	<b>\$ 271,657.98</b>

**TOTAL PAYROLL                    \$ 271,657.98**



## YORKVILLE LIBRARY BOARD

### BILL LIST SUMMARY

Monday, August 14, 2017

#### ACCOUNTS PAYABLE

Library CC Check Register - <b>FY17</b> (Page 1)	07/25/2017	\$99.59
Library CC Check Register - <b>FY18</b> (Pages 2 - 5)	07/25/2017	\$5,192.82
Library Check Register - <b>FY18</b> (Pages 6 - 9)	08/14/2017	\$12,695.61

#### FY 2017

Flex - Mar & Apr 2017 HRA & FSA Fees	07/11/2017	\$48.00
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#### FY 2018

Flex - May 2017 HRA & FSA Fees	07/11/2017	\$24.00
Glatfelter Liability Ins. - Installment #7	07/11/2017	\$852.19
Illinois State Police-Background Checks	07/11/2017	\$27.00
Sunlife - July 2017 Dental Ins	07/11/2017	\$252.75
IPRF -July 2017 Workers Comp	07/11/2017	\$967.96
US Treasury - 2017 PCORI HRA Tax	07/19/2017	\$6.78
Flex - June 2017 HRA & FSA Fees	07/25/2017	\$19.00
Dearborne National - Aug 2017 Life Ins	07/25/2017	\$27.84
Dearborne National - Aug 2017 Vision Ins	07/25/2017	\$45.71
Nicor - 06/02-07/03 services	07/25/2017	\$361.71
BCBS - Aug 2017 Health Insurance	07/25/2017	\$4,691.15

<b>TOTAL BILLS PAID:</b>	<b>\$25,312.11</b>
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#### PAYROLL

	<u>DATE</u>	
Bi-weekly (Page 10)	07/14/2017	\$14,577.08
Bi-weekly (Page 11)	07/28/2017	\$15,447.27

<b>TOTAL PAYROLL:</b>	<b>\$30,024.35</b>
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<b>TOTAL DISBURSEMENTS:</b>	<b><u>\$55,336.46</u></b>
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**YORKVILLE PUBLIC LIBRARY  
FISCAL YEAR 2018 BUDGET REPORT  
For the Month Ending July 31, 2017**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year			Year-to-Date Totals	FISCAL YEAR 2018	
		8% May-17	17% June-17	25% July-17		BUDGET	% of Budget

**LIBRARY OPERATIONS REVENUES**

<i>Taxes</i>							
82-000-40-00-4000	PROPERTY TAXES	52,665	272,734	10,239	335,638	645,867	51.97%
<i>Intergovernmental</i>							
82-000-41-00-4120	PERSONAL PROPERTY TAX	909	-	930	1,839	5,250	35.03%
82-000-41-00-4170	STATE GRANTS	-	-	-	-	17,200	0.00%
<i>Fines &amp; Forfeits</i>							
82-000-43-00-4330	LIBRARY FINES	1,289	654	1,649	3,592	8,000	44.91%
<i>Charges for Service</i>							
82-000-44-00-4401	LIBRARY SUBSCRIPTION CARDS	698	1,340	147	2,185	6,500	33.62%
82-000-44-00-4422	COPY FEES	248	226	401	875	2,500	35.00%
82-000-44-00-4439	PROGRAM FEES	60	108	170	338	1,000	33.78%
<i>Investment Earnings</i>							
82-000-45-00-4500	INVESTMENT EARNINGS	129	137	161	427	800	53.36%
<i>Miscellaneous</i>							
82-000-48-00-4820	RENTAL INCOME	170	150	109	429	2,000	21.45%
82-000-48-00-4824	DVD RENTAL INCOME	157	221	220	598	2,500	23.92%
82-000-48-00-4850	MISCELLANEOUS INCOME	26	125	68	219	1,000	21.90%
<i>Other Financing Sources</i>							
82-000-49-00-4901	TRANSFER FROM GENERAL	1,903	1,820	1,820	5,543	26,440	20.96%
<b>TOTAL REVENUES: LIBRARY</b>		<b>58,254</b>	<b>277,516</b>	<b>15,914</b>	<b>351,684</b>	<b>719,057</b>	<b>48.91%</b>

**LIBRARY OPERATIONS EXPENDITURES**

<i>Salaries &amp; Wages</i>							
82-820-50-00-5010	SALARIES & WAGES	16,338	36,858	12,468	65,664	223,828	29.34%
82-820-50-00-5015	PART-TIME SALARIES	15,098	23,061	14,223	52,383	232,689	22.51%
<i>Benefits</i>							
82-820-52-00-5212	RETIREMENT PLAN CONTRIBUTION	1,761	3,973	1,344	7,079	24,435	28.97%
82-820-52-00-5214	FICA CONTRIBUTION	2,339	4,527	1,989	8,856	34,263	25.85%
82-820-52-00-5216	GROUP HEALTH INSURANCE	13,349	4,104	4,808	22,261	88,996	25.01%
82-820-52-00-5222	GROUP LIFE INSURANCE	67	22	28	117	403	29.06%
82-820-52-00-5223	DENTAL INSURANCE	404	443	253	1,099	5,550	19.81%
82-820-52-00-5224	VISION INSURANCE	117	33	46	196	670	29.18%
82-820-52-00-5230	UNEMPLOYMENT INSURANCE	92	-	-	92	1,000	9.19%
82-820-52-00-5231	LIABILITY INSURANCE	1,811	1,820	1,820	5,451	25,440	21.43%
<i>Contractual Services</i>							
82-820-54-00-5412	TRAINING & CONFERENCES	-	-	-	-	500	0.00%
82-820-54-00-5415	TRAVEL & LODGING	-	-	-	-	600	0.00%
82-820-54-00-5426	PUBLISHING & ADVERTISING	-	-	100	100	100	100.00%
82-820-54-00-5440	TELECOMMUNICATIONS	-	-	518	518	6,000	8.63%
82-820-54-00-5452	POSTAGE & SHIPPING	-	294	-	294	500	58.80%
82-820-54-00-5460	DUES & SUBSCRIPTIONS	-	1,717	11	1,728	12,000	14.40%
82-820-54-00-5462	PROFESSIONAL SERVICES	877	3,691	1,510	6,078	40,000	15.19%
82-820-54-00-5466	LEGAL SERVICES	-	-	-	-	2,000	0.00%
82-820-54-00-5468	AUTOMATION	-	-	-	-	20,000	0.00%
82-820-54-00-5480	UTILITIES	-	-	362	362	8,480	4.27%
82-820-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	513	6,560	2,865	9,938	50,000	19.88%
82-820-54-00-5498	PAYING AGENT FEES	-	1,100	-	1,100	1,700	64.71%
<i>Supplies</i>							
82-820-56-00-5610	OFFICE SUPPLIES	-	302	570	872	8,000	10.90%
82-820-56-00-5620	OPERATING SUPPLIES	-	1,500	96	1,596	10,000	15.96%
82-820-56-00-5671	LIBRARY PROGRAMMING	-	193	23	216	1,000	21.57%
82-820-56-00-5685	DVD'S	-	138	49	187	500	37.38%



**YORKVILLE PUBLIC LIBRARY  
FISCAL YEAR 2018 BUDGET REPORT  
For the Month Ending July 31, 2017**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year			Year-to-Date Totals	FISCAL YEAR 2018	
		8% May-17	17% June-17	25% July-17		BUDGET	% of Budget
82/820-56-00-5686	BOOKS	-	11	-	11	1,500	0.72%
82-820-99-00-9983	TRANSFER TO LIB DEBT SERVICE	-	-	-	-	3,000	0.00%
<b>TOTAL FUND REVENUES</b>		<b>58,254</b>	<b>277,516</b>	<b>15,914</b>	<b>351,684</b>	<b>719,057</b>	<b>48.91%</b>
<b>TOTAL FUND EXPENDITURES</b>		<b>52,766</b>	<b>90,348</b>	<b>43,082</b>	<b>186,195</b>	<b>803,154</b>	<b>23.18%</b>
<b>FUND SURPLUS (DEFICIT)</b>		<b>5,488</b>	<b>187,168</b>	<b>(27,167)</b>	<b>165,488</b>	<b>(84,097)</b>	

**LIBRARY DEBT SERVICE REVENUES**

83-000-40-00-4000	PROPERTY TAXES	62,037	321,269	12,061	395,367	757,396	52.20%
83-000-45-00-4500	INVESTMENT EARNINGS	0	0	3	3	-	0.00%
83-000-49-00-4982	TRANSFER FROM LIB OPS	-	-	-	-	3,000	0.00%
<b>TOTAL REVENUES: LIBRARY DEBT SERVICE</b>		<b>62,037</b>	<b>321,269</b>	<b>12,064</b>	<b>395,370</b>	<b>760,396</b>	<b>52.00%</b>

**LIBRARY DEBT SERVICE EXPENDITURES**

<i>2006 Bond</i>							
83-830-84-00-8000	PRINCIPAL PAYMENT	-	-	-	-	50,000	0.00%
83-830-84-00-8050	INTEREST PAYMENT	-	13,681	-	13,681	27,363	50.00%
<i>2013 Refunding Bond</i>							
83-830-99-00-8000	PRINCIPAL PAYMENT	-	-	-	-	520,000	0.00%
83-830-99-00-8050	INTEREST PAYMENT	-	81,516	-	81,516	163,033	50.00%
<b>TOTAL FUND REVENUES</b>		<b>62,037</b>	<b>321,269</b>	<b>12,064</b>	<b>395,370</b>	<b>760,396</b>	<b>52.00%</b>
<b>TOTAL FUND EXPENDITURES</b>		<b>-</b>	<b>95,198</b>	<b>-</b>	<b>95,198</b>	<b>760,396</b>	<b>12.52%</b>
<b>FUND SURPLUS (DEFICIT)</b>		<b>62,037</b>	<b>226,072</b>	<b>12,064</b>	<b>300,173</b>	<b>-</b>	

**LIBRARY CAPITAL REVENUES**

84-000-42-00-4214	DEVELOPMENT FEES	6,150	7,000	4,200	17,350	35,000	49.57%
84-000-45-00-4500	INVESTMENT EARNINGS	1	1	-	2	10	17.50%
<b>TOTAL REVENUES: LIBRARY CAPITAL</b>		<b>6,151</b>	<b>7,001</b>	<b>4,200</b>	<b>17,352</b>	<b>35,010</b>	<b>49.56%</b>

**LIBRARY CAPITAL EXPENDITURES**

84-840-54-00-5460	E-BOOK SUBSCRIPTIONS	-	-	128	128	3,500	3.64%
84-840-56-00-5635	COMPUTER EQUIPMENT & SOFTWARE	-	862	3,894	4,756	15,000	31.71%
84-840-56-00-5683	AUDIO BOOKS	-	1,001	150	1,151	-	0.00%
84-840-56-00-5684	COMPACT DISCS & OTHER MUSIC	-	-	-	-	-	0.00%
84-840-56-00-5685	DVD'S	-	18	91	109	-	0.00%
84-840-56-00-5686	BOOKS	-	2,466	2,717	5,183	16,500	31.41%
<b>TOTAL FUND REVENUES</b>		<b>6,151</b>	<b>7,001</b>	<b>4,200</b>	<b>17,352</b>	<b>35,010</b>	<b>49.56%</b>
<b>TOTAL FUND EXPENDITURES</b>		<b>-</b>	<b>4,347</b>	<b>6,979</b>	<b>11,326</b>	<b>35,000</b>	<b>32.36%</b>
<b>FUND SURPLUS (DEFICIT)</b>		<b>6,151</b>	<b>2,654</b>	<b>(2,779)</b>	<b>6,026</b>	<b>10</b>	

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PAYROLL														
1 <sup>ST</sup> PAY PERIOD	\$	17,692	\$	20,595	\$	14,577								
2 <sup>ND</sup> PAY PERIOD		17,845		32,345		15,447								
3 <sup>RD</sup> PAY PERIOD		-		15,479		-								
<b>Total</b>	<b>\$</b>	<b>35,537</b>	<b>\$</b>	<b>68,420</b>	<b>\$</b>	<b>30,024</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>



PER.	JOURNAL #	ENTRY DATE	ITEM	TRANSACTION DESCRIPTION	VENDOR	CHECK	INVOICE	DEBIT	CREDIT
82-000-24-00-2480		(L) ESCROW - MEMORIALS & GIFTS							
01		05/01/2017		BEGINNING BALANCE					3,077.05
	GJ-170531LB	06/02/2017	08	May 2017 Deposits				300.00	
					TOTAL PERIOD 01 ACTIVITY			0.00	300.00
02	AP-170612B	06/06/2017	01	BOOKS	BAKER & TAYLOR	104361	2032897995	52.18	
		06/06/2017	02	NAME PLATES	KING & SONS MONUMENT	104364	051717	180.00	
	AP-170625	06/19/2017	148	AMAZON-PRINTER, PRINTER	FIRST NATIONAL BANK	900046	062517-M.PFISTER	436.17	
		06/19/2017	149	TARGET-TARGUS CASES	FIRST NATIONAL BANK	900046	062517-S.AUGUSTINE	99.98	
	GJ-170630LB	07/05/2017	08	June 2017 Deposits					2,675.23
					TOTAL PERIOD 02 ACTIVITY			768.33	2,675.23
03	AP-170710	07/05/2017	01	BOOKS	BAKER & TAYLOR	104377	2032916077	31.02	
		07/05/2017	02	BOOKS	BAKER & TAYLOR	104377	2032937543	51.15	
		07/05/2017	03	BOOKS	BAKER & TAYLOR	104377	2032944087	14.95	
		07/05/2017	04	BOOKS	BAKER & TAYLOR	104377	2032946730	34.61	
		07/05/2017	05	BOOKS	BAKER & TAYLOR	104377	2032960762	287.41	
		07/05/2017	06	BOOKS	BAKER & TAYLOR	104377	2032963290	9.77	
		07/05/2017	07	BOOKS	BAKER & TAYLOR	104377	2032970774	65.53	
		07/05/2017	08	07/19/17 NATURE'S ARCHITECTS	FOREST PARK NATURE C	104380	071917	135.00	
	GJ-170731LB	08/01/2017	08	July 2017 Deposits					2.00
					TOTAL PERIOD 03 ACTIVITY			629.44	2.00
					TOTAL ACCOUNT ACTIVITY			1,397.77	2,977.23
					ENDING BALANCE				4,656.51
					GRAND TOTAL			0.00	4,656.51
					TOTAL DIFFERENCE			0.00	4,656.51

# July 2017 Librarians Report

<b>Public Relations</b>	Kendall Country Record - Beacon News Sun Times-WSPY Radio & Television Station - Yorkville Patch	
<b>Meetings, Workshops</b>	<p><b>The “ILLINET Interlibrary Loan and Reciprocal Borrowing Statistical Survey” has been submitted to the State.</b></p> <p>Dixie attended the PrairieCat Delegates Assembly.</p> <p>Contract with III was renewed for 5 years and III will host our data on their servers. PrairieCat is looking into the cost of hiring its own staff other than contracting with RAILS to use its staff and will have more information on this at the October meeting.</p>	
<b>Adult Programs</b>	Combined book discussion	17
	Friends Meeting	12
	Threads and More – No meeting in July	0
	Creative Writing	11
	EBook Drop-in-Help	4
	Amelia Earhart	42
	<b>Total Adult attendance</b>	<b>86</b>
<b>Young Adult Programs</b>	Teen Meeting -TAG	8
	Anime Monday	2
	<b>Total YA attendance</b>	<b>10</b>
<b>Children Programs</b>	Stories in the Parks (3)	62
	Future Foxes Ready for Kindergarten (2)	37
	How to be a Viking (3)	73
	I Wish You More	12
	Bingo-For-Books	47
	Nature Architects	46
	Dance Party	16
	Morning Read (2)	17
	Drop-In Story Time	12
	Tots and Toddlers (2)	35
	Lego Club Duplo (2)	14
	Lego Club	15
	Book Club (Grades 3-5 (2)	5
	Ice Cream Book Club	7
	Read with Paws	12
	Movie	36
	<b>Total Children attendance</b>	<b>446</b>

**We handed out over 400 reading logs for summer reading this year. Thank you to the following businesses who contributed coupons that were handed out along with the logs.**

NCG Cinema of Yorkville, Culver's, Andy's Custard, Homeplate Hotdogs, Kuiper's Family Farm, Wendy's, Chicago Fire, Sandwich Cinema 7, Yorkville 7-11, Kane County Cougars, Brookfield Zoo, Joliet Slammers, and Sugar Grove Family Fun Center, BH Martial Arts.

<b>Meeting Room Use</b>	Library – 13	other org. – 4
<b>Patron Count</b>	<b>5744</b>	
<b>Proctored Tests</b>	<b>7</b>	
<b>Teens Volunteers</b>	Morgan Rutsay, Mikayla Mika, Brantley Osbourne, Emily Malas, Mark Sandford, Holly Pletka, Juleah Richardson, Naytona Faedtke, Rachel Robinette, Nicholas Markoutsis, Natasha Markoutsis	
<b>Adult Volunteers</b>	Theron Garcia is donating her time to present a dance class to children of all ages once a month. Ladies from Fox Valley Therapy Dogs.	
<b>Gifts and Memorials</b>	Received \$335.00 in donations for memorials of Kay Livingston from friends & family.	

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## Michelle Pfister

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**From:** Ross, Bradley P <Bradley.Ross@daikinapplied.com>  
**Sent:** Wednesday, July 12, 2017 1:53 PM  
**To:** Michelle Pfister  
**Cc:** Dixie Debord  
**Subject:** RE: Yorkville Library

Hi Michelle,

This is for 1 technician 4 hours labor at \$180 an hour. The only part is the board which comes with a 30 day parts and labor warranty. I would estimate that the unit will be down for 3 hours during repair. Let me know if you need any other info, thanks!

Labor – \$720  
Board - \$2180

### Brad Ross

Service and Sales Coordinator, Chicago District  
Daikin Applied  
(630) 616-8600  
[Bradley.Ross@DaikinApplied.com](mailto:Bradley.Ross@DaikinApplied.com) | [www.DaikinApplied.com](http://www.DaikinApplied.com)

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**From:** Michelle Pfister [mailto:[mpfister@yorkville.lib.il.us](mailto:mpfister@yorkville.lib.il.us)]  
**Sent:** Tuesday, July 11, 2017 3:42 PM  
**To:** Ross, Bradley P  
**Cc:** Dixie Debord  
**Subject:** RE: Yorkville Library

Hello Brad,

At our board meeting last night, our trustees have asked me to get a more in-depth proposal on replacing a bad control board on our chiller (proposal #06162017BR) from your company.

They are looking for a break out of charges on parts and labor rate calculations. Can you also provide us with the warranty on the control board, how many people will be performing the job, the amount of time you expect the job to take, and how long will the unit be shut down while performing the install.

This will be on the agenda for our Aug. 14 board meeting.

Thanks for your help,

Shelley Augustine  
Co-Interim Director  
Yorkville Public Library

Michelle Pfister  
Library Director  
Yorkville Public Library  
902 Game Farm Road



# Proposal

To: Ron Ruddick

Date: June 16, 2017

Site Name: Yorkville Public Library

Trico Mechanical  
1980 W US Hwy 30 Suite 11  
Sugar Grove, IL 60554

Description: *Replace failed control board.*

Phone: 630-466-3662  
Email: [ron@tricommechanicalinc.com](mailto:ron@tricommechanicalinc.com)

Model: AGS170C

Proposal #: 06162017BR

Daikin Applied respectfully submits the following solution for your review and approval:

We will provide labor and materials to perform the following:

- > Shut down unit and remove bad control board
- > Install new board
- > Power up unit make adjustments as necessary
- > Monitor unit operation
- > Clean up work area

Feel free to contact me if you have any questions or concerns regarding the information contained in this proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy by fax or mail so that we can begin to mobilize our efforts to complete the project as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and other projects in the future.

Sincerely,  
Daikin Applied

Brad Ross  
Service and Sales Representative  
Ph: 630-616-8600 ext.106  
Fax: 630-616-1737  
Email: [Bradley.Ross@daikinapplied.com](mailto:Bradley.Ross@daikinapplied.com)



# Proposal

## Exceptions/Exclusions:

1. All work to be performed during "Normal Working Hours".
2. Any and all repairs recommended/required to be quoted separately.
3. Asbestos abatement or pipe insulation is not included.

This proposal expires on: **July 16, 2017**

## Investment Amount and Billing Terms:

<b><i>Total Investment Required to Implement the Proposed Solution</i></b>	
<b>\$2,900.00</b>	<b><i>Two Thousand Nine Hundred Dollars and No Cents</i></b>
<b><i>Price does not include applicable taxes</i></b>	

## **Billing/Payment Terms\*:**

\*All billings are due immediately upon receipt

***Billed in full, upon completion***

Pricing and acceptance are based upon the Terms and Conditions which are attached.

This proposal is being submitted by Daikin Applied Americas Inc. (hereinafter also referred to as "Daikin Applied".)

## **Submitted By:**

***Daikin Applied***

**Brad Ross**

(Name of Signer)

(Signature)

**June 16, 2017**

(Date)

## **Accepted By:**

**Ron Ruddick**

(Name of Signer)

(Signature)

(Title)

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

Cust PO#: \_\_\_\_\_

## **Approved By:**

***Daikin Applied Americas Inc.***

(Name of Signer)

(Signature)

(Title)

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

Proposal #

**06162017BR**

**DAIKIN APPLIED**

**175 Hansen Crt., Suite 103 Wood Dale, IL 60191**

**Daikin Applied Americas Inc.**  
**TERMS & CONDITIONS**

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 1/4% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as set forth in paragraph 6 herein above.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property.



Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. DAIKIN APPLIED SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF DAIKIN APPLIED. IN NO EVENT WILL DAIKIN APPLIED'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY DAIKIN APPLIED FROM CUSTOMER UNDER THE INSTANT AGREEMENT.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific service work done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.



## **Daikin Care Maintenance Agreement Inspection Agreement - Yorkville Public Library**

902 Game Farm Road  
Yorkville, Illinois  
United States, 60560

**Proposal #:** Q-00006700



**Prepared for:**

Russ Walter

Yorkville Public Library

7/31/2017

**Prepared by:**

Kimberlee Cotter  
District Manager  
Chicago

**Mobile:** (630) 965-3348

**Email:** kimberlee.cotter@daikinapplied.com



### **A Proven Partner**

Our customers count on Daikin Applied to design and manufacture technologically advanced commercial HVAC systems that deliver the highest efficiency and solutions that extend the life their building systems.

### **Our Company**

Daikin Applied is a wholly owned subsidiary of Daikin Industries, Ltd. the largest air conditioning manufacturer in the world. Product innovation is a hallmark at Daikin Applied. Customers rely on products like Magnitude® magnetic bearing chillers, Pathfinder® air cooled chillers, Rebel® rooftop units, SmartSource® water source heat pumps, and Modular Central Plants for exceptional efficiency, reliability, and sustainability.

### **Our Values**

Quality and comfortable air is central to our lives – at work and at play. We strive to improve Indoor Environmental Air Quality in the buildings we serve. Quality people delivering quality products. From concept and design through production and delivery we are committed to making the products you receive a reliable component of your building system.

We continue to challenge ourselves to develop new technologies that minimize energy usages and maximize comfort. Across Daikin, we believe little efforts that individuals can make to protect the environment can add up to big things.

### **Locations**

Daikin Applied has more than six million square feet of manufacturing facilities at 12 plants on three continents. We have locations with more than 5,000 dedicated employees around the world. All our manufacturing facilities in the United States are ISO 9001 certified. For more information, visit [www.DaikinApplied.com](http://www.DaikinApplied.com).

The award-winning Daikin Applied Development Center, at our headquarters in Plymouth, Minnesota, is the world's most advanced facility for HVAC research and development. Every day our people work to develop HVAC technologies that reduce energy consumption and the carbon footprint of the buildings where they will be used.



## Daikin Care Plan – Scope of Services

Thank you for selecting Daikin Applied service to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied is pleased to offer the Daikin Care Plan proposal for your consideration.

### Scope of Work

Provide (4) inspections annually per Equipment Schedule and Tasking listed herein.

### Program Overview

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled downtime by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life. Repairs by trained technicians keep the equipment operating to specification.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

### Personnel

Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

### Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

### Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Services will be performed by Daikin Applied at an additional cost. Daikin Applied will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

### Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.



### ***Standard Exclusions:***

- All work to be performed during 'normal working hours'.
- Any and all recommended/required repairs to be quoted separately.

### ***Equipment Schedule***

Equipment Type	Qty	Manufacturer/Model/Serial	Program	Annual	Operational	Shut - down
Screw / Rotary Chillers - Air Cooled	1	Daikin   AGS170C   STNU060300243	Inspection	1	2	1

### **Pricing and Acceptance**

Feel free to contact me if you have any questions or concerns regarding the information contained in this Daikin Care Maintenance Agreement. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

**Emergency Coverage:** Emergency coverage was waived but is available on a time and material basis.

#### **Duration:**

This agreement shall remain in effect for an initial term of 3 year(s) beginning on 9/1/2017 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party give gives the other written notice of its intention to terminate this agreement.

This proposal is valid for: 60 Days

Payment will be in In Advance as follows: on the first day of each Quarter beginning on 9/1/2017 the (Effective Date) of this agreement, Daikin Applied will provide an invoice in the amount of \$745.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.



**Investment Amount and Billing Terms:**

Total investment for Daikin Care Plan - Maintenance Agreement is:

**\$2,980.00 Two Thousand, Nine Hundred Eighty dollars and no cents**

**\*Price does not include applicable sales tax**

Year	Amount
Year 1 (2017/2018)	\$2,980.00 / \$745.00 quarterly
Year 2 (2018/2019)	\$3,069.00 / \$767.25 quarterly
Year 3 (2019/2020)	\$3,161.00 / \$790.25 quarterly

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Russ Walter  
Yorkville Public Library

Site Address:  
902 Game Farm Road  
Yorkville, Illinois, 60560  
United States

**Accepted by:**

**Approved by:**

\_\_\_\_\_  
(Print Full Legal Name of Customer)

\_\_\_\_\_  
(Print Full Legal Name of Daikin Applied Representative)

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

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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

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

**Proposal #: Q-00006700**

**Note: This Agreement is subject to final approval by Daikin Applied.**



## **Inspection Agreement**

### **1. Daikin Applied agrees to:**

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Assured Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

### **2. Customer agrees to:**

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

### **3. It is understood that,** except to the extent otherwise provided in the Assured Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.



## Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** \* indicates if the task is applicable on the below tasking lists.

### **Screw / Rotary Chillers - Air and Water Cooled**

**Manufacturer/Model/Serial: Daikin|AGS170C|STNU060300243**

#### **Annual Inspection:**

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Meg compressor motor and record readings.
- Check operation of crankcase heater. \*
- Check evaporator shell heaters and controls for freeze protection. \*
- Check condition, operation, and proper liquid/air levels in expansion tank. \*
- Inspect condition of motor, fan wheel. \* (bent blades, debris, proper rotation and airflow)
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check relief valve(s) for leakage.
- Check operation of refrigerant cycle, pump-down cycle, controls, refrigerant charge and oil level. \*
- Ensure all safety and operating controls are set within factory specifications.
- Check microprocessor for proper setup and operation. \*
- Check operation of electronic expansion valve. \*
- Check operation of load/unload solenoid valves.
- Test differential oil pressure switch for proper setting. \*
- Check operation of compressor(s).
- Check condition of thermometers, and gauges. Compare with operating controls.
- Check sight glass(es) for flashing / moisture and/or oil presence. \*
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Visually inspect units, piping, and accessories for any signs of oil or refrigerant leakage.
- Review all microprocessor diagnostic codes. \*
- Check flow switch devices and external pump interlocks for proper operation.
- Check evaporator and condenser flow rates, temperatures, interlocks, and safeties. \*
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. \*
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.





### **Operational Inspection:**

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Check operating and safety controls.
- Check operation of lubrication system and crankcase heater.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check evaporator and condenser flow rates. \*
- Review all microprocessor diagnostic codes. \*
- Check operation of electronic expansion valve. \*
- Check operation of load/unload solenoid valves.
- Check condition of thermometers, and gauges. Compare with operating controls.
- Check sight glass(es) for flashing / moisture and/or oil presence. \*
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. \*
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.

### **Predictive Maintenance:**

- Spectrographic oil analyses for the indication of wear metals, acid content, and moisture. Sample(s) to be taken for each refrigeration circuit.

### **Shutdown Inspection:**

- Perform Seasonal Shut-down.
- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Check operating and safety controls.
- Check operation of lubrication system and crankcase heater.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check operation of load/unload solenoid valves.
- Check condition of thermometers, and gauges. Compare with operating controls.
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.



**DAIKIN APPLIED AMERICAS INC.**  
**d/b/a Daikin Applied**  
**TERMS & CONDITIONS**

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as “Agreement”), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied’s credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied’s prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively “Governmental Regulations”) directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.



10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

## Michelle Pfister

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**From:** Michelle Pfister  
**Sent:** Tuesday, March 21, 2017 12:46 PM  
**To:** Russ Walter  
**Subject:** RE: 902 Game Farm Rd

I have already done that.....  
thyssenKruoo \$256.31 a month  
Suburban Elevator \$159 a month  
Both contracts need to be look at.

Michelle Pfister  
Library Director  
Yorkville Public Library  
902 Game Farm Road  
Yorkville, IL 60560  
630-553-4353x116

*No building in any town is more important than its public library. There, all may enter, and benefit from the wisdom of ages. There all is equal, and the only limit to personal delight, understanding and growth is the curiosity of the individual passing through the library doors....ALA*

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**From:** Russ Walter  
**Sent:** Tuesday, March 21, 2017 12:40 PM  
**To:** Michelle Pfister  
**Subject:** Re: 902 Game Farm Rd

Can you contact our current inspection company and get a quote from them also. You can tell them we are getting competitive bids from other companies to see what they have to say.

*Russ Walter*

*Sent from my LG V20, an AT&T 4G LTE smartphone*

----- Original message-----

**From:** Michelle Pfister  
**Date:** Mon, Mar 20, 2017 12:02 PM  
**To:** Russ Walter;  
**Cc:**  
**Subject:** RE: 902 Game Farm Rd

This is the one you gave me to get a price to take care of the elevator.  
Maybe some time you could look at both contracts...

Michelle Pfister  
Library Director  
Yorkville Public Library  
902 Game Farm Road  
Yorkville, IL 60560  
630-553-4353x116

## Michelle Pfister

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**From:** Peare, Ross <ross.peare@thyssenkrupp.com>  
**Sent:** Tuesday, July 11, 2017 5:41 PM  
**To:** Michelle Pfister  
**Cc:** Dixie Debord  
**Subject:** RE: Copy of current contract with pricing  
**Attachments:** YORKVILLE PUBLIC LIBRARY IG05128.pdf

Hello Shelley,

Please see the attached maintenance agreement in place for Yorkville Library. The current agreement is in effect until 2/5/2018. You pay \$256.31 dollars per month currently.

For being a long term customer of ours we can offer a discount on the maintenance and start a new agreement for \$215 dollars per month and you can start saving money right away. This is the same coverage you have now. Would you like me to put this together?

Ross Peare, LEED Green Associate  
Account Manager  
ET-AMS/FLD

Cell: 630 473 7024, Fax: 866 228 6054 [Ross.Peare@thyssenkrupp.com](mailto:Ross.Peare@thyssenkrupp.com)  
thyssenkrupp Elevator, 355 Eisenhower Lane South, Lombard IL., [www.thyssenkruppelevator.com](http://www.thyssenkruppelevator.com)  
[Facebook](#) · [Blog](#) · [Twitter](#) · [LinkedIn](#) · [Google+](#)

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**From:** Michelle Pfister [mailto:[mpfister@yorkville.lib.il.us](mailto:mpfister@yorkville.lib.il.us)]  
**Sent:** Tuesday, July 11, 2017 4:02 PM  
**To:** Peare, Ross  
**Cc:** Dixie Debord  
**Subject:** Copy of current contract with pricing

Hi Ross,

Thank you for helping me out on this matter. Just a reminder that I'm looking to get a copy of our current contract with pricing of what we pay to you on a monthly/quarterly basis.

Shelley Augustine  
Co-Interim Director  
Yorkville Public Library

Michelle Pfister  
Library Director  
Yorkville Public Library  
902 Game Farm Road  
Yorkville, IL 60560  
630-553-4353x116

**Purchaser:** Yorkville Public Library  
902 Game Farm Rd.  
Yorkville, IL 60560  
Hereinafter referred to as "Purchaser", "you", and "your".

**Location:** Yorkville Public Library  
902 Game Farm Rd.  
Yorkville, IL 60560

**By:** ThyssenKrupp Elevator Corporation  
2305 Enterprise Dr.  
Westchester, IL 60154  
Telephone: (708)236-7537, (708)932-9283  
Fax: (708)236-7540  
E-Mail: sarah.wodniak@thyssenkrupp.com  
Internet: www.thyssenkruppelevator.com  
Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

## EXTENDED WARRANTY SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to provide extended warranty maintenance service for Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to maximize the performance, safety, and life span of the elevator equipment to be maintained.

### *Equipment To Be Maintained*

Building Name	Unit Quantity	Manufacturer	Type of Unit	Application of Unit	Unit ID or Serial #
Yorkville Public Library	1	ThyssenKrupp	Hydraulic	Passenger	

**ThyssenKrupp Elevator**  
Americas Business Unit



**ThyssenKrupp**

	Platinum Premiere	Platinum		
Preventative Maintenance Program	Included	Included	Included	Limited
Parts Repair and Replacement	Included	Included	Included	Not Included
Quality Assurance	Included	Included	Included	Included
Service Requests During Normal Working Hours	Included	Included	Included	Not Included
After Hours Service Requests	Included	OT Premium Labor Not Included	Not Included	Not Included
VIEW®	Included	Included	Optional (Included if Checked)	Not Included
VISTA®	Included (if Checked)	Included (if Checked)	Optional (Included if Checked)	Not Included
SOUNDNET®	Included (if Checked)	Included (if Checked)	Optional (Included if Checked)	Optional (Included if Checked)
Periodic Safety Testing	Included (if Checked)	Included (if Checked)	Optional (Included if Checked)	Optional (Included if Checked)

## DESCRIPTION OF SERVICES

### Preventative Maintenance Program

**Included.** Platinum Premiere, Platinum and Gold Service Agreements. We will service your elevator equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "after hours". If you selected one of these agreements, we will:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance;
- Adjust elevator parts and components to maximize performance and safe operation; and,
- Document all work performed on Maintenance Tasks & Records Logs provided with each controller.

**Limited Bronze Service Agreement.** We will service your elevator equipment described in this agreement 6 times per year. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "after hours". If you selected this agreement, we will:

- Examine your elevator equipment for optimum operation. Our examination, cleaning and lubrication will cover the following components of your elevator system:
  - Controller
  - Machine
  - Motor
  - Interlocks
- Lubricate guide rails;
- Make minor adjustments at the time of the regular examinations; and,
- Document work performed on Maintenance Tasks & Records Logs provided with each controller.

### Parts Repair and Replacement

**Included.** If the agreement you selected designates that Parts Repair and Replacement is included, ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in "Items Not Covered" herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new

or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

**Not Included.** If the agreement you selected designates that Parts Repair and Replacement is not included, we will not provide repair and/or replacement parts and labor without an additional charge. We will, however, furnish the necessary lubricants and cleaning materials excluding the replacement of hydraulic fluid at no additional charge.

#### Quality Assurance

**Included.** To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system. Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

#### Service Requests During Normal Working Hours

**Included.** If the agreement you selected designates that Service Requests During Normal Working Hours are included, we will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

**Not Included.** If the agreement you selected designates that Service Requests During Normal Working Hours are not included, we will respond to your service requests during normal business working days and hours, as defined above, and you agree to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard billing rates.

#### After Hours Service Requests

**Included.** If the agreement you selected designates that After Hours Service Requests are included, on all "after hours" service requests, we will absorb straight time and overtime premium expenses. After hours service requests are defined as minor adjustments or emergency entrapments that can be accomplished in two hours or less (excluding travel time) which are performed before or after normal business working days and hours.

**Overtime Premium Labor Not Included.** If the agreement you selected designates that Overtime Premium Labor is not included, on all "after hours" service requests, we will absorb straight time costs for labor, and you will be responsible for the difference between the straight time costs and overtime costs for labor. Labor costs include travel time, travel expenses, and time spent on the job. After hours service requests are defined as minor adjustments or emergency entrapments that can be accomplished in two hours or less (excluding travel time) which are performed before or after normal business working days and hours.

**Not Included.** If the agreement you selected designates that After Hours Services Requests are not included, we will respond to your "after hours" service requests and you agree to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our overtime billing rates. After Hours Service Requests are defined as any request requiring the dispatch of a service technician(s) that is fulfilled before or after normal business working days and hours.

#### ☐ **VIEW®** (Check box if included)

**Included.** If the agreement you selected designates that VIEW is included, you will have access to VIEW, ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator.

**Optional (if Checked):** If checked above, VIEW has been added to your selected service agreement for an additional charge.

**Not Included.** If the agreement you selected designates that VIEW is not included, you will not have access to VIEW.

#### ☐ **VISTA®** (Check box if included)

**Included.** If the agreement you selected designates that VISTA is included, VISTA remote monitoring will be installed on your equipment. VISTA remote monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours a day, 7 days per week, 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quicker and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

**Optional (if Checked):** If checked above, VISTA remote monitoring has been added to your selected service agreement for an additional charge.

**Not Included.** If the agreement you selected designates that VISTA is not included, remote monitoring will not be provided for your equipment.

#### ☐ **SoundNet®** (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure



a stranded passenger that help is on the way. SoundNet maintains a computerized and hard copy record of the time, date, and location of calls received and action taken for the benefit of passengers and building owners.

**Optional (if Checked):** If checked above, SoundNet telephone monitoring has been added to your selected service agreement for an additional charge.

☒ **Periodic Safety Testing** (Check box if Included)

We will test equipment in accordance with annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. Or if different than ANSI A17.1, in accordance with such annual periodic testing requirements as provided in the prevailing elevator and escalator code in effect and adopted by the state, city or local governing authority in which the equipment is located, and which are in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees.

**Optional (if Checked):** If checked above, Periodic Safety Testing has been added to your selected service agreement for an additional charge.

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL OF THE TYPES OF AGREEMENTS AND SERVICES SET FORTH ABOVE, REGARDLESS OF THE TYPE OF AGREEMENT OR SERVICE SELECTED:**

**Product Information.** You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

**Safety.** You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in either the operation or the appearance of the equipment, to notify us at once, and to keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which, in ThyssenKrupp Elevator's judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of this agreement.

**Other.** You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, should you have any concern(s) with the means and methods used to maintain the equipment or repair it under this agreement, you agree to provide us with written notice of that concern and thirty (30) days to respond in writing or take action to appropriately resolve it.

In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

**Insurance.** You expressly agree to name ThyssenKrupp Elevator Corporation as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator and/or our employees. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

**Items not covered.** We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoist way door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

**Other conditions.** With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control and you expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests set forth above under the section entitled "Periodic Safety Testing" on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the operation of the components included in the periodic testing requirements under the terms of this agreement until such tests have been made and the equipment in question is determined to have complied with the applicable code in effect as determined by the prevailing governing authority. We shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the respective system fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any consequential, special, or indirect damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement.

In no event shall ThyssenKrupp Elevator Corporation's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

**Price.**

Selected Warranty Plan (initial & date only one selected plan)	Price (not inclusive of Price Discount - deduct discount % from price shown)	Age of Equipment (upon Agreement acceptance)	Price Discount Percentage
<input type="checkbox"/> Platinum Premier Accepted: _____	Two hundred twenty-five dollars (\$225.00)	<input type="checkbox"/> Uninstalled	7%
<input type="checkbox"/> Platinum Accepted: _____	One hundred eighty-five dollars (\$185.00)	<input type="checkbox"/> 0-3 Months	5%
<input checked="" type="checkbox"/> Gold Accepted: <u>MP 11-9-07</u>	One hundred seventy-five dollars (\$175.00)	<input checked="" type="checkbox"/> 4-12 months	3%
<input type="checkbox"/> Bronze Accepted: _____	One hundred five dollars (\$105.00)		

**Price.** The price for the Selected Warranty Plan service shall be as indicated above per month, excluding taxes, payable quarterly in advance.

**Term.** This agreement is effective for five (5) years starting February 06, 2008 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) years period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

**Annual Price Adjustments.** Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

**Early Payment Discount.** You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

**Overdue Invoices.** A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other, within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service. Time is of the essence.

**Acceptance.** Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Yorkville Public Library	ThyssenKrupp Elevator Corporation Approval:
By: <u>Sarah Wodniak</u> (Signature of ThyssenKrupp Elevator Representative)	By: <u>Michelle Pfister</u> (Signature of Authorized Individual)	By: <u>Tom Sink</u> (Signature of Authorized Individual)
<u>Sarah Wodniak</u> <u>New Installation Sales Rep.</u> <u>(708)236-7537</u>	<u>Michelle Pfister</u> (Print or Type Name)	<u>Tom Sink</u> (Print or Type Name)
	<u>Director</u> (Print or Type Title)	<u>Branch Manager</u> (Print or Type Title)
<u>October 08, 2007</u> (Date Submitted)	<u>10-9-07</u> (Date of Approval)	_____ (Date of Approval)



### ***Special Considerations***

#### **Failure to Perform in Accordance with Elevator Maintenance Agreement**

If during the term of this Agreement, ThyssenKrupp Elevator fails to properly perform services in accordance with the terms and conditions of this Agreement, Purchaser shall advise ThyssenKrupp Elevator of the specific deficiency in writing and shall allow a reasonable period of thirty (30) days from the date of the written notice to correct the deficiency. In the event ThyssenKrupp Elevator fails to correct the deficiency in the allotted time, Purchaser shall have the right to terminate this agreement upon thirty (30) days prior written notice to ThyssenKrupp Elevator.

#### **Change of Property Management Company**

If during the term of this agreement, the property management company who is indicated as Purchaser on page 1 of this Elevator Maintenance Agreement changes for any reason, Purchaser shall advise ThyssenKrupp Elevator in writing of said change and Purchaser shall have the right to terminate this agreement upon thirty (30) days prior written notice to ThyssenKrupp Elevator. In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of this agreement and informed as to the relationship.



**SUBURBANELEVATOR**  
PREMIUM TRANSPORTATION SOLUTION

**MARCH 20, 2017**

**PURCHASER: 902 GAME FARM ROAD  
YORKVILLE, IL 60560**

**SERVICE LOCATION: 902 GAME FARM ROAD  
YORKVILLE, IL 60560**

**EQUIPMENT DESCRIPTION: One (1) Hydraulic Passenger Elevator**

## **AGREEMENT PURPOSE**

1. To perform routine and systematic preventative maintenance checks and services on your vertical transportation system.
2. To provide purchaser an affordable agreement that is specifically tailored to meet the needs of tenants through price and performance.
3. To insure your vertical transportation system reaches the full extent of its design life by maintaining the operational performance standards of the OEM.
4. To maintain operational performance of equipment.

## **SUBURBAN ELEVATOR COMPANY RESPONSIBILITIES**

1. Perform items listed on the preventative maintenance schedule for each vertical transportation unit covered under this agreement.
2. Proactively maintain your vertical transportation units covered under this agreement.
3. Provide unlimited regular time call back service for covered repairs for vertical transportation units covered under this agreement.
4. Respond to your vertical transportation breakdowns in a timely manner. Entrapments will take precedence. If for some reason we are delayed we will notify you by telephone with an estimated time of arrival.
5. In the event of entrapment, response time is less than one hour. If for some reason we are delayed we will notify you by telephone with an estimated time of arrival.
6. SECO supervisor will review your account and each vertical transportation unit covered under this agreement on a regular basis.
7. Perform code required testing as currently required by the authority having jurisdiction. A fee for this work will be charged if the test must be witnessed.
8. SECO will keep a large inventory of parts. Covered parts not in our inventory that can be over-nighted will be over-nighted, with your verbal approval that you will cover the cost of the shipping fees.
9. Repeat Service Calls. With the complex elevator systems of various manufacturers and applications that SECO maintains, there will on occasion be repeated service calls for intermittent problems. When a repetitive call occurs, the mechanic will notify a SECO supervisor. Based upon that exchange of information with the mechanic, the supervisor will then visit the site and/or provide technical support via telephone to remedy the problem.
10. Schedule any foreseeable repairs (i.e. cable shortening, packing change, motor repair, cable replacement, etc.) with you so that you can make necessary arrangements for the shutting down of your vertical transportation.
11. Notify purchasers of unforeseen major repairs via telephone immediately. SECO will have a service team on site within 24 regular working hours of the trade. Sooner with your approval of additional cost.
12. SECO will notify Purchaser of possible billable non covered repairs in a timely manner, usually upon finding of the non covered item.
13. Answer your calls with live operators, using our trained staff to expedite your requests, from 7a.m. to 6 p.m. central standard time.
14. After hour calls will be answered by trained live answering service staff and then dispatched to a SECO supervisor. If next regular time morning service is requested, we will schedule with technician for morning service on the next regular working day of our trade.
15. SECO will make every attempt to provide invoicing for non-covered items (billable, extras) within thirty days of the repair.
16. Perform fire service testing for each and every vertical transportation unit requiring such testing. Record result on fire test log supplied by SECO, stored in your machine room.
17. Post code required oil usage logs for each hydraulic unit serviced under this agreement.
18. Post code required preventative maintenance schedule for each vertical transportation unit covered under this agreement.
19. Post code required repair log for each vertical transportation unit covered under this agreement.
20. Maintain the performance requirement, per industry standards, as long as the age of the equipment and/or its original design does not allow for that performance standard to be met.
21. Perform re-lamping of signals (car buttons, hall buttons, car lanterns, hall lanterns, car position indicators and/or hall position indicators) during our scheduled maintenance visits.
22. Provide training to our technicians to ensure their knowledge of your vertical transportation equipment will allow for efficient maintenance and troubleshooting.
23. Inspection reports. Make all covered repairs in a timely manner. Notify you of cost of non-covered items. If an inspection report is given to SECO in a timely manner and we fail to make covered repairs by re-inspection, we will cover that one re-inspection fee.

24. Maintain the following insurance minimums; workers compensation \$1,000,000.00, general liability \$1,000,000.00 and automobile \$1,000,000.00 for the entire term of this agreement.
25. Provide a sufficient number of trained and capable employees to properly and promptly provide services.
26. Provide lubricant and lubricate all vertical transportation units covered under this agreement. Lubricate equipment per original manufacturer's recommendation.
27. Clean and paint your machine room floors as needed to maintain a professional appearance.
28. Clean elevator machine room pits and car tops of normal dust and debris. Excessive debris and liquids will not be covered.
29. SECO reserves the right to stop performing any or all of the above services in the event of unsafe conditions and/or lack of prompt payment.

**SECO maintenance will include systematic examination, cleaning, adjustment and lubrication of the equipment. SECO will also repair or replace the following equipment when SECO deems necessitated due to normal wear and tear:**

#### **Machine Room Equipment**

Solid state circuitry, resistors, controller cooling fans, drive cooling fans, power supplies, transformers, relays, fuses, motor starters, bypass switches, pump, pump motor, valves, solenoids, strainers, mufflers, gaskets, power unit belts, heating or cooling elements for controlling oil temperature, digital drives, motor generator drives, tachometers, encoders, CRT/monitors, AC motor, DC motors, governor, governor cables, hoist cables, worm gears, gears, thrust, bearings, rotating elements, brushes, brake coils, brake shoes, brake pins, brake linings, deflector sheaves, secondary sheaves.

#### **Car Equipment**

Car mounted circuit boards, selectors, leveling devices, car top inspection stations, car top mounted slow down switches, car door contact, car door operator, car door motor, car door operator chain, door operator linkage, car door rollers, car door gibs, car door restrictors, car door belts, car buttons, car position indicators, car lanterns, door detectors, door safety edges, emergency lighting, alarm bells, safety operated switches, car top exit switches, car lantern chimes, car passing chimes, car nudging buzzer, and car fire service buzzer.

#### **Electrical**

Ducts, conduit, traveling cables, electrical wiring from terminals on the elevator controller to hoistway switches, to motors, to generators and/or elevators.

#### **Hoistway Equipment**

Pit switches, limits, car and counter weight buffers, governor tension sheave, compensation cables, safeties, landing switches, slow down switches, guide shoes, roller guides, hoistway door hangers, hoistway door contacts, hoistway door interlocks, hoistway door gibs, auxiliary closing devices (spirators and/or closers).

#### **External Signals**

Hall push button, hall lanterns, hall lantern chimes, hall position indicator, lobby control panels, firemen's control panel.

#### **Escalators**

Control panels, solid state circuitry, starter panel, transformers, power supplies, brake controls, AC motor, encoder, brake, gear box, hand rails, hand rail drive wheel, hand rail drive chain, hand rail roller cluster, hand rail guide assemblies, hand rail sprockets, missing step switch, hand rail inlets switch, skirt switch, pit stop switch, step inlet switch, access cover plate switch, out of level switch, exposed emergency stop switches, alarm on exposed emergency stop switch cover, key start switch, motor pit stop switch, brake and motor temperature switch, broken step chain switch.

#### **PURCHASER RESPONSIBILITIES**

1. To discontinue use of any and all vertical transportation units immediately when such unit becomes unsafe or operates in a manner which might cause injury to a user.
2. Provide SECO with free and full access to equipment.
3. Provide safe working conditions for SECO personnel.
4. Provide a complete set of wiring diagrams.
5. Notify SECO in the event of any injury or accident within 24 hours.

6. Not allow anyone other than SECO to make repairs, additions, modifications, upgrades or adjustments to the vertical transportation equipment covered under this agreement.
7. Pay all local state and inspection fees required to obtain your state and/or local operating permits.
8. Safely maintain fire sensing devices located in hoistway, machine room, pits and lobbies. Provide this maintenance in a safe manner and request our services, for an additional fee, if this maintenance is deemed unsafe.
9. Forward inspection reports to SECO in a timely manner.
10. Purchaser is responsible to prevent other items from being transported on escalators other than passengers.
11. To expedite our service, please make us aware of any or all signals (indicators) that may be out.
12. It is the purchaser's responsibility to pay any and all taxes imposed upon SECO for this service.
13. Maintain a 24 hour answering service for elevator emergency phones.
14. Test emergency phones on a routine basis.

#### **EXCLUSIONS**

1. Newly mandated test recommended or required by local inspections entities, insurance companies, federal, state or municipal governmental authorities subsequent to the date of this agreement.
2. Damage caused by purchasers' loading of vertical transportation unit in excess of its rated capacity or load classification.
3. Damages caused during third party testing.
4. Software or programs that are copyrighted by original equipment manufacturer.
5. SECO is not obligated to make repairs by new or retroactive code changes.
6. SECO is not obligated to make repairs due to pre-existing conditions.
7. SECO is not obligated to perform tests or correct outstanding violations or deficiency list cited by code authorities or any third party agency prior to the effective date of this agreement.
8. Repairs caused by, but not limited to: building power fluctuation, adverse machine room temperature conditions, water damage, prior water damage, rust, fire, explosion, acts of God, misuse, vandalism, war, theft and/or by any cause beyond SECO's control, improperly installed parts.
9. Obsolete equipment and the labor to replace them. Equipment that was improperly installed by others.
10. Any finishing, repairing, replacement or cleaning brushes, guards, step chains, decks, skirt panels, steps, step treads, side plate devices, balustrades.
11. Cost of parts and labor not included in this agreement and not limited to hoistway entrances (including doors, frames, and sills), swing doors, frames, hinges, car enclosures (including panels, doors, sills, ceilings, diffusers, car ventilation systems, hand rails and flooring), smoke or heat sensors, testing of smoke and heat sensors, emergency generators, testing of emergency generators, fire recall reset, main line power switches (power feeders, wiring, and fuses), rails, rail brackets, rail alignment, car lighting, video equipment, security systems, communication systems (phones, intercoms, music media displays), cone ecospace machines, belts used for suspension means and inverted packings. Cylinders, plungers, and buried pipes (disposal or cleaning up of waste oil or any contamination caused by leaks in the hydraulic system or any consequential damage).

#### **PURCHASER RESPONSIBILITIES TO REDUCE RISK OF ADDITIONAL CHARGES**

1. In a safe manner, check the following on your vertical transportation units prior to calling SECO:
  - a. Sills are free of debris.
  - b. Vertical transportation unit is on automatic operation.
  - c. Verify vertical transportation unit is not on fire recall.
  - d. Verify in car stop switch is not activated.
  - e. Verify building has power.
  - f. Verify no one is trapped.

#### **PERFORMANCE CLAUSE**

Purchaser, at any time and at the Purchaser's expense may call a third party firm to evaluate SECO's performance within the scope of this agreement. The third party firm should be mutually agreed upon by Purchaser and SECO. Should any deficiencies be found, that are covered under this agreement, a detailed report shall be submitted to SECO and SECO will have a minimum of 90 days to correct the covered deficiencies. If SECO fails to correct deficiencies within time allowed, Purchaser shall have right to terminate this agreement. Termination shall be by 90 day written notice. Purchaser remains obligated to pay all previously outstanding balances owed to SECO.



### HOURS OF SERVICE

All work will be performed during the regular working hours of regular working days of the elevator trade, unless otherwise specified below. SECO will provide emergency minor adjustment call back service (one man troubleshooting and/or repairs).

Elevator Full Maintenance (FM) **\$477.00 per quarter (\$159.00 per car per month).**

During regular working hours of the regular working days. Call-backs outside these hours will be billed at our regular rates in addition to the contract base price.

### PAYMENT TERMS

The price for this service shall be **\$477.00 FM per quarter**, payable quarterly. Quarterly payments may increase on an annual basis. Payments later than 30 days or more are considered late and shall be increased by 3% per month. The Purchaser agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon transfer, use, ownership, or possession of the equipment imposed by any law enacted after the date of this proposal or imposed upon the purchase or company by any existing law. Payments not received after 60 days shall be considered a breach of contract and SECO may terminate this agreement giving 15 days notice. The Purchaser agrees to pay all cost incurred to collect past due accounts not limited to legal fees, collection fees and interest. SECO may decide, due to nonpayment, to exercise its' right to suspend service. SECO shall not be responsible for injury, damage or loss of revenue resulting from lack of service.

### CONTRACT TERMS

The service specified will be furnished from the effective date stated herein, and shall continue for an initial, non-cancelable term of Three (3) years . This Agreement will automatically renew for successive terms of Three (3) Years thereafter. Either party may terminate this Agreement either at the end of the initial Three (3) year term or at the end of any subsequent Three (3) Year term by giving the other party ninety (90) days written notice, via certified mail, prior to the expiration date of the Agreement, the expiration date being Three (3) years from the effective date of this agreement or Three (3) Years from the effective date of any subsequent renewal term. The parties acknowledge that delayed notice of termination shall constitute a material breach of contract and the entire remaining amount of the contract will accelerate and become due to Company as liquidated damages. In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Purchaser agrees to see that such Purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement. In the event of the sale or other transfer of ownership by either party, the Company and Purchaser are to be bound by the terms hereof for the balance of the Agreement. Company may, at its sole discretion, terminate this Agreement at any time upon thirty (30) days advance notice in writing due to the Purchaser's breach of contract, safety or liability issues or Purchaser's refusal to authorize necessary repairs or upgrades.

### COMMENCEMENT DATE:

### ACCEPTANCE

This proposal, when accepted by you below and approved by a SECO officer, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. This agreement, if not accepted, is subject to change without notice sixty (60) days from the date submitted.

Accepted for:

\_\_\_\_\_  
(Print Legal Name of Purchaser)

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

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

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

Accepted for:

**Suburban Elevator Company**

By: Trevor Berg

Title: Sales Representative

Date: 3/20/17

<b><u>Date: July 27, 2017</u></b>		<b><u>Project: #18322</u></b>	
Yorkville Public Library c/o Dixie Debord		Yorkville Public Library 902 Game Farm Road Yorkville, IL 60560	
Phone:	(630) 553-4354	Mobile Phone:	
Home Phone:		Alt Phone:	
Fax:		E-mail:	dldebord@yorkville.lib.il.us

### **Metal Roof**

Water running over outside edge of metal roof and deteriorating siding. Recommend installing metal collection box and downspout.

### **SCOPE OF WORK**

#### **The following service work will be done:**

- Customer fabricate and install metal collection box along with downspout to catch and drain water down to ground.

### **ROOF SYSTEM WARRANTY**

All roofing work will be done in accordance with manufacturers specifications and NRCA Good Roofing Practices.

1-year warranty

This warranty only applies to the proposed roofing repair work, not to the roof as a whole. However, if there are other leak areas (other than the ones already fixed on the roof surface) those areas would be addressed at a later time at a time and materials basis of \$95 per man hour.

### **PRICE**

**INITIALS**\_\_\_\_\_

\$1,190.00

### **ALTERNATIVE # 1 - \$9,500.00**

**INITIALS**\_\_\_\_\_

Snow Retention Bar:

- Remove existing plastic snow guards.
- Supply and install Dyna-Gurad metal snow retention bar to specific locations, over entry way and AC units, approxiamtely 100 feet.
- Site visit with property manager will be made to review specific installation locations.

## TERMS OF PAYMENT

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### Payment Upon Completion

If payment is not received within 30 days, 2% interest per month will begin to accrue.

All quotes within this proposal shall be good for a period of 30 days.

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All materials and workmanship will be carried out according to standard roofing practices. Any alterations in the above stated contract will be submitted in writing for prior approval. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation and Liability insurance. Showalter Roofing Service, Inc. is fully licensed, bonded and insured. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as stated in the terms of this agreement. All work will be carried out in a timely fashion. SRSI will only be responsible for damages in as much as they were negligent to carry out their work in a professional manner. SRSI will not be responsible for ponding water on low slope roofs, We will also not be responsible for the following items: leakage due to ice damming, damage to driveways, damage to items left in the attic area, clean up of attic area due to space boards, nail pops or cracks caused by the removal and replacement.

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Sincerely,

Willi Kindler

Showalter Roofing Service, Inc.  
Rising to Great Heights to Serve You!

Acceptance: \_\_\_\_\_

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

Project #18322      902 Game Farm Road, Yorkville, IL 60560

Detail Pictures	Detailed Description
	
	

Detail Pictures	Detailed Description
	
	