

Agenda
Yorkville Public Library
Board of Trustees
September 11, 2017 - 7:00 pm
Michelle Pfister Meeting Room
902 Game Farm Road

1. Roll Call
2. Recognition of Visitors
3. Amendments to the Agenda
4. Minutes
5. Correspondence
6. Public Comment Friends of the Library seek approval for Mini-Golf
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
12. Unfinished Business Painting progress report
 Daikin chiller control panel proposal –
 \$2,900.00
 Elevator contract proposal - Suburban (references)
 Existing elevator contract – Thyssenkrupp
13. New Business
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)
16. Adjournment

DRAFT

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

The meeting was called to order at 7:00pm by President Russ Walter and a quorum was established.

Roll Call:

Theron Garcia-yes, Jason Hedman-yes, Carol LaChance-yes, Wamecca Rodriguez-yes, Russ Walter-yes, Darren Crawford-yes, Krista Danis-yes

Absent: Susan Chacon

Library Personnel

Shelley Augustine, Director Adult Services
Dixie DeBord, Director Technical Services

Others Present:

Joe Plocher, Alderman/Liaison	Belem Werderich
Beth Gambro, former Board member	Wally Werderich
Tyler Bachman, WSPY	Anita Werderich
Tony Scott, Shaw Newspapers	Tom Lindblom

Recognition of Visitors:

President Walter recognized the visitors. A certificate of appreciation was presented to Ms. Anita Werderich, age 10, who raised money from her lemonade stand and presented the proceeds to the library.

Amendments to the Agenda: None

Minutes: July 8, 10, 15, 22, 2017

Ms. Rodriguez moved and Mr. Crawford seconded the motion to approve all sets of minutes as presented. Unanimous voice vote approval.

Correspondence:

President Walter read correspondence from Board member Kate Elder stating that she is resigning from the Board due to work obligations. He has notified the Mayor that a replacement is needed.

Public Comment:

Ms. Gambro presented information about a reading program “1 Book, 1 Community” and handed out a flier. One book (**of beetles and angels**) is being read throughout the community and book discussions will be held. She also gave the book to each Board member.

Unfinished Business: (out of sequence)

Painting Progress Report

Tom Lindblom reported on the library painting project. The painting was started one week ago, but nine days were lost due to rain and there was a delay in the arrival of a lift. The contractor had requested a partial payment, however, the library will be unable to approve until at least next month and it is hoped the entire project will be done then.

Staff Comment: None

Report of the Treasurer:

Mr. Walter presented highlights of the report and said approximately half of the tax revenue has been received. Mr. Hedman questioned the approximate \$900 paid to Sound Inc. for 3 months. It was noted there were other charges covered in this amount also. Book fines were up, while subscriptions were down. Trustee Hedman also questioned the budget being at 25% of the FY while the budget is at 29% of the salaries with no Director. It is due to the increase of salaries and the former Director payout, which occurred after the budget approval.

A motion was made by Trustee Rodriguez and seconded by Trustee Walter to pay the bills as follows:

\$25,312.11 Accounts Payable

\$30,024.35 Payroll

\$55,336.46 TOTAL

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

Report of the Library Director:

Ms. DeBord reported on a PrairieCat meeting and programs. She acknowledged the many businesses that had contributed coupons for kids following the summer reading programs. She also recognized the teen volunteers, the Fox Valley Therapy Dogs and volunteer time from Trustee Garcia for dance classes. An additional \$335 was received in memory of Kay Livingston. Ms. Augustine summarized programs to be held this month and those that are upcoming.

City Council Liaison

Alderman Plocher said the special census showed 2,000 more residents so about \$90,000 additional money will be coming from the State. The population is now at 19,000. Windett Ridge and Autumn Creek were counted in the census. In another matter, he said the Inter-Governmental Agreement may need to be revised when the new Director is chosen.

Standing Committees:

Community Relations-5K Run

Ms. Rodriguez said it is very important to publicize the event and asked others to assist by sharing on Facebook and other media outlets. Information has also been sent to WSPY, Patch, Record and library e-newsletter. It is also on the Fox Valley Public TV and will be recorded as part of the Hometown Days package according to Mr. Crawford. Ms. Rodriguez reported on other items needed for the race and said there are 2 sponsors. She said many runners will register on the race day and it is hoped to have 50 participants. Parking was also discussed.

Unfinished Business:**Daikin Chiller Control Panel Proposal-\$2,900.00****Daikin Maintenance Agreement \$2,980.00** (from New Business)

Mr. Walter referred to an email that Daikin sent, recommending replacing the unit. A cost breakdown previously requested was given. Ms. DeBord said the unit shorts out when it rains and she must manually restart it at the control box. Mr. Crawford said this is very dangerous due to high voltage and should not be done. It was requested the error codes be noted on the control board. He said Daikin should inspect the cabinet, sensors and wiring. Ms. Rodriguez suggested the matter be tabled until next month so more information can be obtained. Replacing the entire unit would be too costly to consider. Ms. LaChance moved to table this matter until next month and the motion was seconded and approved unanimously on a voice vote. This matter and the maintenance agreement with Daikin will be discussed next month.

New Business:**Elevator Contract Proposal-Suburban****Existing Elevator Contract-Thyssenkrupp**

Trustee Elder had researched costs on elevator maintenance costs. Costs and contract durations were discussed for Thyssenkrupp and Suburban. The contract with Thyssenkrupp expires in January 2018 and they require a 90-day cancellation notice. They would require a 5-year contract and a cost of \$215 per month. Suburban requires a 3-year contract with a price of \$159 per month. Ms. Rodriguez questioned if the Director should be dealing with contracts rather than the Board. Mr. Hedman suggested references should be obtained prior to next month. President Walter moved to table the elevator contracts until September and Ms. Rodriguez seconded the motion and it was approved on a unanimous voice vote.

Roof Repair Estimates – Showalter**1. Collection Box & Downspout - \$1,190.00****2. Snow Retention Bars - \$9,500**

President Walter said there is a rotting wall by the courtyard area near the pitched roof. Showalter Roofing Co. said a collection box and downspout is needed to remediate the problem. A price was also requested for the plastic points on the roof that prevent snow from sliding off and causing the drains to pull away. The points are falling off. Mr. Hedman said two more bids should be obtained regarding the points. Mr. Hedman moved to move forward with approval to spend \$1,190 for installation of a downspout and collection box. Ms. LaChance seconded.

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

Executive Session:

At approximately 8:16pm a motion was made and seconded by Ms. LaChance and Mr. Hedman, respectively, 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.

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

New Business cont.:

At approximately 8:47pm the Session concluded and the Board resumed their regular meeting. At this time Ms. Augustine, Ms. DeBord, Alderman Plocher, Tony Scott/Shaw Newspapers and Tyler Bachman/WSPY returned to the meeting. All Board members originally present were still in attendance.

President Walter announced that a recommendation had been made in Executive Session to offer the position of Library Director to Elisa Topper. He made a formal motion to offer the Library Director position to Elisa Topper, tentatively starting September 1 at a salary of \$65,000 plus benefits package and a 90-day trial period. Ms. Rodriguez seconded the motion.

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

Mr. Walter said a special informational Board meeting will be scheduled for August 21 for staff members.

Adjournment:

There was no further business and the meeting was adjourned at 8:55pm on a motion by Mr. Walter and second by Mr. Crawford.

Minutes respectfully submitted by
Marlys Young, Minute Taker

DRAFT

Yorkville Public Library
Special Board Meeting
Monday, August 21, 2017, 7:00pm
902 Game Farm Road – Michelle Pfister Meeting Room

The meeting was called to order at 7:00pm by President Russ Walter.

Roll Call:

Russ Walter-yes, Susan Chacon-yes, Darren Crawford (arr. 7:30pm), Krista Danis-yes, Theron Garcia-yes, Carol LaChance-yes, Wamecca Rodriguez-yes

Absent: Jason Hedman

Others Present:

Shelley Augustine, Director Adult Services
Dixie DeBord, Director Tech Services
Joan Knutson, Library Staff
Becki Sallee, Library Staff
Barbara Manning, Library Staff

Jennette Weiss, Library Staff
Cheryl Knox, Library Staff
Sharyl Iwanski, Library Staff
Jessica Faedtke, Library Staff

Recognition of Visitors: President Walter recognized the guests.

Amendments to the Agenda:

President Walter asked to add two items: the Daikin quote and Library Director candidate's concerns. It was ultimately decided to discuss the concerns in Executive Session. An Executive Session was added to the meeting agenda.

Minutes: none

Public Comment: None

Staff Comment: none

New Business:

Discuss the Board's Director Decision

Ms. LaChance stated that Ms. Elisa Topper had been offered the Director position since she met all the qualifications and scored highest in the ratings. Ms. Garcia had compiled a chart based on ratings from the Board and staff, which she then briefly reviewed. All three finalists had Director experience.

Concerns were raised that the candidate lives a great distance from the library in the event of emergency situations, however, it was noted a decision cannot be based on that factor. It was stated that Mr. Walter is the backup person for after-hour situations, but the list should be updated when the new Director is hired.

Board members also noted that potential Directors often change jobs frequently to gain the experience they need to move into that position.

Ms. Rodriguez pointed out that the area is growing and the library needs rebranding. She said some people patronize other libraries and negative comments about the library were recently placed on social media by respondents to an original patron post. A library staff member who interacted with this person said all options had been offered to the patron. Ms. Garcia agreed that the rebranding is important and pointed out a situation where a new resident was not aware of the library and went to another library.

Staff also said community involvement is needed from the Director. Mr. Walter stated community relationships and creative funding are two of Ms. Topper's strengths.

The recent City proposal, possible future district library and Board finances were also briefly discussed. It was noted that the City Finance Director currently compiles all the financial information for the Board.

Ms. Rodriguez suggested a postcard or new patron/welcome package is needed. Mr. Walter said the library e-newsletter should be sent to more people, however, it requires recipient permission. President Walter suggested the Director could work with realtors to possibly obtain potential new patron information.

In conclusion, the Board encouraged future staff input and that the Director will be re-evaluated after 90 days. Most library staff then departed the meeting.

Unfinished Business:

Daikin Control Box Quote

President Walter said he had spoken with a Daikin rep after the August 14th Board meeting and the rep suggested the control box be replaced. Daikin agreed to inspect the entire unit and give two hours of free diagnostic time to insure the unit is functioning. Since this item was not on the agenda, it was decided to approve the expense in September. If a malfunction occurs prior to the next meeting, the staff was authorized to call for repair. Mr. Walter will ask the Daikin rep to honor the quote until the next meeting.

Executive Session:

At approximately 8:01pm President Walter made a motion and Ms. LaChance seconded, to move into Executive Session. Mr. Walter read the reason for the session as follows: 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.

Roll call: Chacon-yes, Crawford-yes, Danis-yes, Garcia-yes, LaChance-yes, Rodriguez-yes, Walter-yes. Passed 7-0.

At approximately 8:41pm the Executive Session concluded on a motion by Ms. LaChance, second by Mr. Crawford, and approved on a voice vote, after which the regular meeting resumed.

New Business cont.

Ms. LaChance made a motion to authorize the Board of Trustees President to negotiate with the Library Director candidate regarding her employment offer. Ms. Garcia seconded the motion. Motion approved on a unanimous voice vote.

Adjournment:

There was no further business and Ms. LaChance moved to adjourn the meeting and Mr. Walter seconded. Unanimous voice vote approval. Adjourned at 8:43pm.

Minutes respectfully submitted by
Marlys Young, Minute Taker

DATE: 08/17/17
TIME: 12:02:15
ID: AP225000.CBL

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900049	FNBO	FIRST NATIONAL BANK OMAHA			08/25/17		
	082517-A.SIMMONS	07/31/17					
			28	KONICA-04/04-07/03 COPY CHARGE		82-820-54-00-5462	6.81
			29	KONICA-04/05-07/04 COPY CHARGE		82-820-54-00-5462	350.14
			30	KONICA-05/19-06/18 COPY CHARGE		82-820-54-00-5462	18.77
						INVOICE TOTAL:	375.72 *



DATE: 08/17/17
TIME: 12:02:15
ID: AP225000.CBL

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900049	FNBO	FIRST NATIONAL BANK OMAHA			08/25/17		
	082517-D.DEBORD	07/31/17	01	AMAZON PRIME MEMBERSHIP FEE		82-820-54-00-5460	10.99
			02	AMAZON-TONER CARTRIDGES		82-820-56-00-5610	391.96
						INVOICE TOTAL:	402.95 *



DATE: 08/17/17
TIME: 12:02:15
ID: AP225000.CBL

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900049	FNBO	FIRST NATIONAL BANK OMAHA			08/25/17		
	082517-S.IWANSKI	07/31/17	01	YORKVILLE POST OFFICE-POSTAGE		82-820-54-00-5452	7.35
						INVOICE TOTAL:	7.35 *

TOTAL AMOUNT PAID: \$786.02



DATE: 09/06/17
TIME: 07:58:23
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 09/11/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
104403	BAKTAY	BAKER & TAYLOR					
	2033052718		08/01/17	01	BOOKS	82-000-24-00-2480	24.46
				02	BOOKS	84-840-56-00-5686	757.87
						INVOICE TOTAL:	782.33 *
	2033074220		08/10/17	01	BOOKS	82-000-24-00-2480	74.42
				02	BOOKS	84-840-56-00-5686	187.20
						INVOICE TOTAL:	261.62 *
	2033075795		08/09/17	01	BOOKS	84-840-56-00-5686	324.36
						INVOICE TOTAL:	324.36 *
	2033092389		08/18/17	01	BOOKS	82-000-24-00-2480	86.13
				02	BOOKS	84-840-56-00-5686	306.39
						INVOICE TOTAL:	392.52 *
	2033096069		08/21/17	01	BOOKS	82-000-24-00-2480	155.34
				02	BOOKS	84-840-56-00-5686	157.09
						INVOICE TOTAL:	312.43 *
	2033111556		08/25/17	01	BOOKS	82-000-24-00-2480	110.03
				02	BOOKS	84-840-56-00-5686	410.52
						INVOICE TOTAL:	520.55 *
						CHECK TOTAL:	2,593.81
104404	BP&T	BP&T CO.					
	01		08/25/17	01	PAINTING EXTERIOR OF LIBRARY	82-820-54-00-5495	25,800.00
						INVOICE TOTAL:	25,800.00 *
						CHECK TOTAL:	25,800.00
104405	ERATEFUN	E-RATE FUND SERVICES, LLC					
	168		08/13/17	01	07/01/18-06/30/19 E-RATE	82-820-54-00-5462	250.00

82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE

84-840 LIBRARY CAPITAL

DATE: 09/06/17
TIME: 07:58:23
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 09/11/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
104405	ERATEFUN	E-RATE FUND SERVICES, LLC					
	168		08/13/17	02	CONSULTING SERVICES	** COMMENT ** INVOICE TOTAL:	250.00 *
					CHECK TOTAL:		250.00
104406	KINGSONS	KING & SONS MONUMENTS					
	082317		08/23/17	01	2 MEMORIAL BRICKS	82-000-24-00-2480 INVOICE TOTAL:	60.00 60.00 *
					CHECK TOTAL:		60.00
104407	MIDWTAPE	MIDWEST TAPE					
	95284174		08/04/17	01	DVD	82-000-24-00-2480 INVOICE TOTAL:	14.99 14.99 *
	95311530		08/15/17	01	AUDIO BOOK	82-000-24-00-2480	39.99
				02	DVD	84-840-56-00-5685 INVOICE TOTAL:	22.99 62.98 *
	95326184		08/21/17	01	AUDIO BOOK	82-000-24-00-2480 INVOICE TOTAL:	39.99 39.99 *
	95344286		08/28/17	01	AUDIO BOOKS	82-000-24-00-2480	69.98
				02	DVDS	84-840-56-00-5685 INVOICE TOTAL:	45.98 115.96 *
					CHECK TOTAL:		233.92
104408	PRAIRCAT	PRAIRIECAT					
	5499		08/24/17	01	EXPRESS LANE LICENSE	82-820-54-00-5468	372.60
				02	MAINTENANCE THROUGH 06/30/18	** COMMENT ** INVOICE TOTAL:	372.60 *
					CHECK TOTAL:		372.60

82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE

84-840 LIBRARY CAPITAL

DATE: 09/06/17
TIME: 07:58:23
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 09/11/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
104409	PSNRBLAW	PEREGRINE, STIME, NEWMAN,					
	58335		08/24/17	01	07/01/14-06/30/17 GENERAL	82-820-54-00-5462	412.50
				02	LEGAL SERVICES	** COMMENT **	
					INVOICE TOTAL:		412.50 *
					CHECK TOTAL:		412.50
104410	RACETIME	RACE TIME					
	N0902		09/05/17	01	BOKK-IT 5K TIMING	82-000-24-00-2480	481.81
					INVOICE TOTAL:		481.81 *
					CHECK TOTAL:		481.81
104411	SOUND	SOUND INCORPORATED					
	R150724		08/14/17	01	09/01/17-11/30/17 MAINTENANCE	82-820-54-00-5462	291.00
				02	FOR PHONE & VOICE MAIL SYSTEM	** COMMENT **	
					INVOICE TOTAL:		291.00 *
					CHECK TOTAL:		291.00
104412	YOUNGM	MARLYS J. YOUNG					
	071517		08/08/17	01	07/15/17 MEETING MINUTES	82-820-54-00-5462	194.25
					INVOICE TOTAL:		194.25 *
	072217		08/09/17	01	07/22/17 MEETING MINUTES	82-820-54-00-5462	160.75
					INVOICE TOTAL:		160.75 *
	081417		08/14/17	01	08/14/17 MEETING MINUTES	82-820-54-00-5462	83.00
					INVOICE TOTAL:		83.00 *
	082117		08/30/17	01	08/21/17 MEETING MINUTES	82-820-54-00-5462	78.00
					INVOICE TOTAL:		78.00 *
					CHECK TOTAL:		516.00
					TOTAL AMOUNT PAID:		31,011.64

82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE

84-840 LIBRARY CAPITAL



UNITED CITY OF YORKVILLE PAYROLL SUMMARY August 11, 2017

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 16,535.22	\$ -	16,535.22	\$ 1,782.50	\$ 1,213.39	\$ 19,531.11
FINANCE	9,270.01	-	9,270.01	1,015.48	694.87	\$ 10,980.36
POLICE	104,839.62	3,027.82	107,867.44	582.07	8,012.17	\$ 116,461.68
COMMUNITY DEV.	16,605.06	-	16,605.06	1,643.42	1,239.75	\$ 19,488.23
STREETS	14,193.07	-	14,193.07	1,408.14	1,048.58	\$ 16,649.79
CENSUS	695.93	-	695.93	-	53.24	\$ 749.17
WATER	15,827.37	160.48	15,987.85	1,551.01	1,166.18	\$ 18,705.04
SEWER	8,171.35	-	8,171.35	897.03	619.15	\$ 9,687.53
PARKS	20,533.93	63.85	20,597.78	1,935.82	1,518.09	\$ 24,051.69
RECREATION	11,468.77	-	11,468.77	1,089.96	846.42	\$ 13,405.15
LIBRARY	13,165.52	-	13,165.52	672.00	980.95	\$ 14,818.47
TOTALS	\$ 231,305.85	\$ 3,252.15	\$ 234,558.00	\$ 12,577.43	\$ 17,392.79	\$ 264,528.22

TOTAL PAYROLL \$ 264,528.22



UNITED CITY OF YORKVILLE

PAYROLL SUMMARY

August 25, 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	3,700.00	-	3,700.00	-	271.75	3,971.75
ADMINISTRATION	16,535.23	-	16,535.23	1,782.50	1,213.40	19,531.13
FINANCE	9,270.01	-	9,270.01	999.31	683.41	10,952.73
POLICE	101,644.39	1,265.40	102,909.79	583.94	7,598.47	111,092.20
COMMUNITY DEV.	15,975.05	-	15,975.05	1,627.25	1,180.08	18,782.38
STREETS	13,826.47	-	13,826.47	1,408.57	1,020.55	16,255.59
WATER	15,501.04	-	15,501.04	1,534.65	1,128.93	18,164.62
SEWER	8,171.35	-	8,171.35	880.87	607.68	9,659.90
PARKS	18,833.39	-	18,833.39	1,885.85	1,383.14	22,102.38
RECREATION	11,484.51	-	11,484.51	1,066.38	847.63	13,398.52
LIBRARY	13,531.63	-	13,531.63	672.00	1,008.98	15,212.61

TOTALS	\$ 230,048.09	\$ 1,265.40	\$ 231,313.49	\$ 12,459.28	\$ 17,064.48	\$ 260,837.25
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TOTAL PAYROLL

\$ 260,837.25



YORKVILLE LIBRARY BOARD

BILL LIST SUMMARY

Monday, September 11, 2017

ACCOUNTS PAYABLE

Library CC Check Register (<i>Pages 1 - 3</i>)	08/25/2017	\$786.02
Library Check Register - (<i>Pages 4 - 6</i>)	09/11/2017	\$31,011.64
Flex - May 2017 HRA & FSA Fees	07/11/2017	
Glatfelter Liability Ins. - Installment #8	08/08/2017	\$852.19
First on-Profit 3rd Qtr Unemployment Ins	08/08/2017	\$228.55
Sunlife - Aug 2017 Dental Ins	08/08/2017	\$338.01
IPRF -Sept 2017 Workers Comp	08/08/2017	\$967.96
Bank of New York - 2006 Series Bond Pymt	08/08/2017	\$588.50
Flex - July 2017 HRA & FSA Fees	08/22/2017	\$19.00
Dearborne National - Sept 2017 Life Ins	08/22/2017	\$27.84
Dearborne National - Sept 2017 Vision Ins	08/22/2017	\$45.71
Nicor - 07/03-08/02 services	08/22/2017	\$384.48
BCBS - Sept 2017 Health Insurance	08/22/2017	\$4,691.15
TOTAL BILLS PAID:		<hr/> \$39,941.05

PAYROLL

	<u>DATE</u>	
Bi-weekly (<i>Page 7</i>)	08/11/2017	\$14,818.47
Bi-weekly (<i>Page 8</i>)	08/25/2017	\$15,212.61
TOTAL PAYROLL:		<hr/> \$30,031.08

TOTAL DISBURSEMENTS: **\$69,972.13**



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

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8% May-17	17% June-17	25% July-17	33% August-17	Year-to-Date Totals	FISCAL YEAR 2018 BUDGET	% of Budget
LIBRARY OPERATIONS REVENUES									
<i>Taxes</i>									
82-000-40-00-4000	PROPERTY TAXES		52,665	272,734	10,239	23,713	359,351	645,867	55.64%
<i>Intergovernmental</i>									
82-000-41-00-4120	PERSONAL PROPERTY TAX		909	-	930	43	1,882	5,250	35.84%
82-000-41-00-4170	STATE GRANTS		-	-	-	-	-	17,200	0.00%
<i>Fines & Forfeits</i>									
82-000-43-00-4330	LIBRARY FINES		1,289	654	1,649	604	4,196	8,000	52.45%
<i>Charges for Service</i>									
82-000-44-00-4401	LIBRARY SUBSCRIPTION CARDS		698	1,340	147	531	2,717	6,500	41.80%
82-000-44-00-4422	COPY FEES		248	226	401	520	1,395	2,500	55.81%
82-000-44-00-4439	PROGRAM FEES		60	108	170	25	363	1,000	36.28%
<i>Investment Earnings</i>									
82-000-45-00-4500	INVESTMENT EARNINGS		129	137	161	169	596	800	74.47%
<i>Miscellaneous</i>									
82-000-46-00-4690	REIMB-MISCELLANEOUS		-	-	-	691	691	-	0.00%
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	438	1,036	2,500	41.44%
82-000-48-00-4850	MISCELLANEOUS INCOME		26	125	68	269	488	1,000	48.76%
<i>Other Financing Sources</i>									
82-000-49-00-4901	TRANSFER FROM GENERAL		1,903	1,820	1,820	2,049	7,592	26,440	28.71%
TOTAL REVENUES: LIBRARY			58,254	277,516	15,914	29,050	380,734	719,057	52.95%

LIBRARY OPERATIONS EXPENDITURES

<i>Salaries & Wages</i>									
82-820-50-00-5010	SALARIES & WAGES		16,338	36,858	12,468	12,468	78,131	223,828	34.91%
82-820-50-00-5015	PART-TIME SALARIES		15,098	23,061	14,223	14,230	66,613	232,689	28.63%
<i>Benefits</i>									
82-820-52-00-5212	RETIREMENT PLAN CONTRIBUTION		1,761	3,973	1,344	1,344	8,423	24,435	34.47%
82-820-52-00-5214	FICA CONTRIBUTION		2,339	4,527	1,989	1,990	10,846	34,263	31.65%
82-820-52-00-5216	GROUP HEALTH INSURANCE		13,349	4,104	4,808	4,617	26,878	88,996	30.20%
82-820-52-00-5222	GROUP LIFE INSURANCE		67	22	28	28	145	403	35.97%
82-820-52-00-5223	DENTAL INSURANCE		404	443	253	338	1,437	5,550	25.90%
82-820-52-00-5224	VISION INSURANCE		117	33	46	46	241	670	36.01%
82-820-52-00-5230	UNEMPLOYMENT INSURANCE		92	-	-	229	320	1,000	32.05%
82-820-52-00-5231	LIABILITY INSURANCE		1,811	1,820	1,820	1,820	7,271	25,440	28.58%
<i>Contractual Services</i>									
82-820-54-00-5412	TRAINING & CONFERENCES		-	-	-	-	-	500	0.00%
82-820-54-00-5415	TRAVEL & LODGING		-	-	-	42	42	600	6.92%
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	-	7	301	500	60.27%
82-820-54-00-5460	DUES & SUBSCRIPTIONS		-	1,717	11	468	2,196	12,000	18.30%
82-820-54-00-5462	PROFESSIONAL SERVICES		877	3,691	1,510	5,107	11,185	40,000	27.96%
82-820-54-00-5466	LEGAL SERVICES		-	-	-	-	-	2,000	0.00%
82-820-54-00-5468	AUTOMATION		-	-	-	3,147	3,147	20,000	15.74%
82-820-54-00-5480	UTILITIES		-	-	362	384	746	8,480	8.80%
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	-	589	1,689	1,700	99.32%
<i>Supplies</i>									
82-820-56-00-5610	OFFICE SUPPLIES		-	302	570	392	1,264	8,000	15.80%
82-820-56-00-5620	OPERATING SUPPLIES		-	1,500	96	664	2,260	10,000	22.60%
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 August 31, 2017**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8% May-17	17% June-17	25% July-17	33% August-17	Year-to-Date Totals	FISCAL YEAR 2018 BUDGET	% of Budget
82-820-56-00-5686	BOOKS		-	11	-	55	66	1,500	4.38%
82-820-99-00-9983	TRANSFER TO LIB DEBT SERVICE		-	-	-	13	13	3,000	0.43%
TOTAL FUND REVENUES			58,254	277,516	15,914	29,050	380,734	719,057	52.95%
TOTAL FUND EXPENDITURES			52,766	90,348	43,082	47,976	234,172	803,154	29.16%
FUND SURPLUS (DEFICIT)			5,488	187,168	(27,167)	(18,926)	146,562	(84,097)	
BEGINNING FUND BALANCE							489,057		
FUND SURPLUS (DEFICIT)							146,562		
ENDING RESERVED FUND BALANCE							334,198		
ENDING UNRESERVED FUND BALANCE							301,421		
ENDING TOTAL FUND BALANCE							635,619		

LIBRARY DEBT SERVICE REVENUES

83-000-40-00-4000	PROPERTY TAXES	62,037	321,269	12,061	27,932	423,300	757,396	55.89%
83-000-45-00-4500	INVESTMENT EARNINGS	0	0	3	70	73	-	0.00%
83-000-49-00-4982	TRANSFER FROM LIB OPS	-	-	-	-	-	3,000	0.00%
TOTAL REVENUES: LIBRARY DEBT SERVICE		62,037	321,269	12,064	28,002	423,372	760,396	55.68%

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%
TOTAL FUND REVENUES		62,037	321,269	12,064	28,002	423,372	760,396	55.68%
TOTAL FUND EXPENDITURES		-	95,198	-	-	95,198	760,396	12.52%
FUND SURPLUS (DEFICIT)		62,037	226,072	12,064	28,002	328,175	-	

LIBRARY CAPITAL REVENUES

84-000-42-00-4214	DEVELOPMENT FEES	6,150	7,000	4,200	12,650	30,000	35,000	85.71%
84-000-45-00-4500	INVESTMENT EARNINGS	1	1	1	-	3	10	26.30%
TOTAL REVENUES: LIBRARY CAPITAL		6,151	7,001	4,201	12,650	30,003	35,010	85.70%

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	DVDS	-	18	91	205	314	-	0.00%
84-840-56-00-5686	BOOKS	-	2,466	2,717	2,068	7,250	16,500	43.94%
TOTAL FUND REVENUES		6,151	7,001	4,201	12,650	30,003	35,010	85.70%
TOTAL FUND EXPENDITURES		-	4,347	6,979	2,273	13,599	35,000	38.85%
FUND SURPLUS (DEFICIT)		6,151	2,654	(2,778)	10,377	16,404	10	

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
04	AP-170814	08/09/2017	01	BOOKS	BAKER & TAYLOR	104390	2032988056	212.74	
		08/09/2017	02	BOOKS	BAKER & TAYLOR	104390	2032994518	13.80	
		08/09/2017	03	BOOKS	BAKER & TAYLOR	104390	2033005997	74.38	
		08/09/2017	04	BOOKS	BAKER & TAYLOR	104390	2033019466	273.87	
		08/09/2017	05	BOOKS	BAKER & TAYLOR	104390	2033029979	143.42	
		08/09/2017	06	BOOKS	BAKER & TAYLOR	104390	2033032006	350.87	
		08/09/2017	07	BOOKS	BAKER & TAYLOR	104390	2033048611	112.15	
		08/09/2017	08	DVD	MIDWEST TAPE	104396	95229398	22.99	
		08/09/2017	09	AUDIO BOOK	MIDWEST TAPE	104396	95254126	39.99	
		08/09/2017	10	DVD, AUDIO BOOK	MIDWEST TAPE	104396	95273332	69.98	
	GJ-170831LB	09/01/2017	08	August 2017 Deposits					385.00
	GJ-170903RC	09/05/2017	02	RC Aug 2017 Lib Deposits					277.00
TOTAL PERIOD 04 ACTIVITY								1,314.19	662.00
TOTAL ACCOUNT ACTIVITY								2,711.96	3,639.23
ENDING BALANCE									4,004.32
GRAND TOTAL								0.00	4,004.32
TOTAL DIFFERENCE								0.00	4,004.32



YORKVILLE PUBLIC LIBRARY
CASH STATEMENT
As of August 31, 2017

FISCAL YEAR 2018

		May 2017	June 2017	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018
Library Operations	Old Second	\$ 349,886	\$ 533,078	\$ 504,996	\$ 485,272								
Building Development Fees	Old Second	20,004	21,754	21,732	23,660								
Library Operations	IMET *	8,837	8,837	8,837	8,837								
Library Operations	Illinois Funds	170,559	170,682	170,821	170,967								
Total:		\$ 549,286	\$ 734,351	\$ 706,386	\$ 688,736	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Restricted

PAYROLL

1ST PAY PERIOD		\$ 17,692	\$ 20,595	\$ 14,577	\$ 14,818								
2ND PAY PERIOD		17,845	32,345	15,447	15,213								
3RD PAY PERIOD		-	15,479	-	-								
Total		\$ 35,537	\$ 68,420	\$ 30,024	\$ 30,031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

August 2017 Librarians Report

Public Relations	Kendall Country Record - Beacon News Sun Times-WSPY Radio & Television Station - Yorkville Patch	
Meetings, Workshops	Shelley went to a Local Area Programmers Meeting in Somonauk.	
Adult Programs	Men's book club	8
	Friends Meeting	12
	Threads and More	10
	Creative Writing	9
	EBook Drop-in-Help	5
	Gardening program	45
	Fermi Lab presentation	20
	Total Adult attendance	109
Young Adult Programs	no programs in August	
Children Programs	Hoover Storytime	28
	Future Foxes Ready for Kindergarten (2)	18
	Book Activity	16
	Morning Read (2)	14
	Drop-In Story Time	16
	Tots and Toddlers (2)	37
	Lego Club Duplo (2)	20
	Lego Club	14
	Ice Cream Book Club	7
	Shrinky Dinks	13
	Lapsit	19
	Read with Paws	5
	Total Children attendance	207
Teens Volunteers	Morgan Rutsay, Mikayla Mika, Brantley Osbourne, Mark Sandford, Holly Pletka, Juleah Richardson, Naytona Faedtke, Rachel Robinette.	
Adult Volunteers	Ladies from Fox Valley Therapy Dogs for "Read With Paws". Emily Dombroski from Hoover entertained the patrons with Illinois critters during the Hoover Storytime.	
Meeting Room Use	Library – 9	other org. – 5
Patron Count	6032	
Proctored Tests	3	
Gifts and Memorials	\$25.00 from Republican Women	

[illegible][illegible]

Michelle Pfister

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 | www.DaikinApplied.com

From: Michelle Pfister [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

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



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:

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

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.

Questions/Answers from References of Suburban Elevator Co. Customers

Questions	Glenside Public Library Ian Perry 25 E Fullerton Ave Glendale Heights, IL 60139	Aurora Public Library Jeff Desjardine 101 South River St. Aurora, IL 60506	McHenry West High School Hugh Flack 4724 W Crystal Lake Rd McHenry, IL 60050
Responded by-	Email	Email	Phone message
Are you currently a customer of Suburban Elevator Co?	Yes	Yes	Yes
If so, for how long? If not, why?	Since 2009	20 years, but he has only been with library for 2.5 years.	n/a
Do you find them easy to work with?	They are very easy to work with. They are proactive with their PM calls and we have never had to remind them to make their contracted visits. They are flexible with scheduling in order to get a tech onsite to work with our fire protection company for annual inspections. They usually adjust things so that visit counts in our PM contract when possible.	Yes, very responsive	Happy with their service.
Have you had repairs outside of your service contract?	We have had repairs and adjustments performed outside of our contract. They have been easy to work with on these projects. We have never run into any issues with work they have performed for us.	Yes, vandalism from a patron one time. Very expensive.	Yes
What is their response time on service calls?	Their response time is usually same or next day depending upon their current work load and technician availability. We have never needed to call them in for an emergency	Promptly	Happy with their response time

Questions/Answers from References of Suburban Elevator Co. Customers

	service to test how fast they could dispatch somebody.		
Are you satisfied with their level of service they provide?	We are very satisfied with their service.	Yes	Happy with their level of service.
Do you mind providing the length of your contract and monthly/quarterly rate charged?	We do 3 year contracts. Payments for last fiscal year were \$479 quarterly. In previous contracts, we have seen percent increases each fiscal year as part of the contract. In the current 3 year contract, however, the quarterly fee is the same for all 3 years.	2-year contract	3 year contract that is up next year.
Is there anything else you feel we should consider before hiring this vendor?	The only other item I can note is that our technician, Brian, has been the same person conducting all of our PM visits over all of these years. It has been nice having a dedicated technician. Service calls usually are conducted by Brian as well, but sometimes others fill in if he is not available to address the call in a timely enough manner.	Make sure you know what's covered under the contract and what isn't.	Overall pretty happy with them. I would recommend them.

Michelle Pfister

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

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

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
thyssenkrupp Elevator, 355 Eisenhower Lane South, Lombard IL., www.thyssenkruppelevator.com
[Facebook](#) · [Blog](#) · [Twitter](#) · [LinkedIn](#) · [Google+](#)

From: Michelle Pfister [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 Premier	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 Premier, 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.

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