United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4350
www.yorkville.il.us

AGENDA
CITY COUNCIL MEETING
Tuesday, February 13, 2024
7:00 p.m.
City Hall Council Chambers
651 Prairie Pointe Drive, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk:

WARD I	WARD II	WARD III	WARD IV
Ken Koch	Arden Joe Plocher	Chris Funkhouser	Seaver Tarulis
Dan Transier	Craig Soling	Matt Marek	Rusty Corneils

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – January 9, 2024
2. Minutes of the Regular City Council – January 23, 2024
3. Bill Payments for Approval

   $ 2,061,557.25 (vendors)
   $ 133,983.39 (wire payments)
   $ 805,034.02 (payroll period ending 01/19/24 & 02/02/24)
   $ 3,000,574.66 (total)

Mayor's Report:

1. CC 2024-07 Bond Counsel Engagement Letter (Raintree SSA I & II)
2. CC 2024-08 Proposed WIFIA Loan – Municipal Advisor and Bond Counsel Engagement Letters

Mayor's Report (cont'd):

3. CC 2024-09 Fireworks Display Contract
    a. Resolution Authorizing a Contract with Mad Bomber Fireworks Productions for the Purchase of Fireworks for Two City-Sponsored Fireworks Displays
    b. Ordinance Authorizing the Sixth Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2023 and Ending on April 30, 2024
4. CC 2024-10 VirTra Police Training Simulator
    a. Resolution Authorizing the Purchase of a VirTra V-300 LE-1 Police Training Simulator
    b. Resolution Approving an Intergovernmental Agreement Among the United City of Yorkville, The Village of Oswego, The Village of Montgomery, The City of Plano, The County of Kendall and Yorkville School District #115
5. CC 2024-11 Public Works Dump Truck Purchases
    a. Resolution Authorizing the Purchase of Four Dump Trucks from Lind Co Equipment Sales
    b. Ordinance Authorizing the Seventh Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2023 and Ending on April 30, 2024
6. CC 2024-12 Kendall County Comprehensive Land Use Plan – Amendment (Route 47 and Eldamain Road)

Public Works Committee Report:

1. PW 2024-12 Resolution Approving an Agreement with Kluber, Inc. for the Design of a Public Works Facility
2. PW 2024-13 Yorkville Public Works Building – Agreement for Professional Services (EEI Contract)

Economic Development Committee Report:

1. EDC 2024-13 Resolution Approving an Intergovernmental Agreement for Reciprocal Inspection Services Between the United City of Yorkville and Kendall County

Public Safety Committee Report:

Administration Committee Report:

Park Board:

1. CC 2024-13 Resolution Authorizing the Donation of Certain Used Playground Equipment to Kids Around the World, a Not-For-Profit Entity

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

7. CC 2021-04 City Buildings Updates
8. CC 2021-38 Water Study Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: February 21, 2024 – 6:00 p.m. – East Conference Room #337

Committee		Departments	Liaisons
Chairman:	Alderman Marek	Finance	Library
Vice-Chairman:	Alderman Plocher	Administration	
Committee:	Alderman Koch		
Committee:	Alderman Corneils		

ECONOMIC DEVELOPMENT: March 5, 2024 – 6:00 p.m. – East Conference Room #337

Committee		Departments	Liaisons
Chairman:	Alderman Plocher	Community Development	Planning & Zoning Commission
Vice-Chairman:	Alderman Funkhouser	Building Safety & Zoning	Kendall Co. Plan Commission
Committee:	Alderman Transier		
Committee:	Alderman Tarulis		

PUBLIC SAFETY: March 7, 2024 – 6:00 p.m. – East Conference Room #337

Committee		Departments	Liaisons
Chairman:	Alderman Transier	Police	School District
Vice-Chairman:	Alderman Tarulis		
Committee:	Alderman Soling		
Committee:	Alderman Funkhouser		

PUBLIC WORKS: February 20, 2024 – 6:00 p.m. – East Conference Room #337

Committee		Departments	Liaisons
Chairman:	Alderman Koch	Public Works	Park Board
Vice-Chairman:	Alderman Soling	Engineering	YBSD
Committee:	Alderman Marek	Parks and Recreation	
Committee:	Alderman Corneils		

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, February 13, 2024
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

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1. Minutes of the Regular City Council – January 9, 2024
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

     _____

     _____

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2. Minutes of the Regular City Council – January 23, 2024
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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3. Bill Payments for Approval
   - ☐ Approved _____
     - ☐ As presented
     - ☐ As amended
   - ☐ Notes _____

MAYOR'S REPORT:

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1. CC 2024-07 Bond Counsel Engagement Letter (Raintree SSA I & II)
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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2. CC 2024-08 Proposed WIFIA Loan – Municipal Advisor and Bond Counsel Engagement Letters

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

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3. CC 2024-09 Fireworks Display Contract

a. Resolution Authorizing a Contract with Mad Bomber Fireworks Productions for the Purchase of Fireworks for Two City-Sponsored Fireworks Displays

b. Ordinance Authorizing the Sixth Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2023 and Ending on April 30, 2024

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

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4. CC 2024-10 VirTra Police Training Simulator

a. Resolution Authorizing the Purchase of a VirTra V-300 LE-1 Police Training Simulator

b. Resolution Approving an Intergovernmental Agreement Among the United City of Yorkville, The Village of Oswego, The Village of Montgomery, The City of Plano, The County of Kendall and Yorkville School District #115

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

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5. CC 2024-11 Public Works Dump Truck Purchases

   a. Resolution Authorizing the Purchase of Four Dump Trucks From Linco Equipment Sales

   b. Ordinance Authorizing the Seventh Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2023 and Ending on April 30, 2024

   ☐ Approved: **Y** _____ **N** _____ □ Subject to _____

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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6. CC 2024-12 Kendall County Comprehensive Land Use Plan – Amendment (Route 47 and Eldamain Road)

   ☐ Approved: **Y** _____ **N** _____ □ Subject to _____

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

PUBLIC WORKS COMMITTEE REPORT:

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1. PW 2024-12 Resolution Approving an Agreement with Kluber, Inc. for the Design of a Public Works Facility

   ☐ Approved: **Y** _____ **N** _____ □ Subject to _____

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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2. PW 2024-13 Yorkville Public Works Building – Agreement for Professional Services (EEI Contract)

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

ECONOMIC DEVELOPMENT COMMITTEE REPORT:

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1. EDC 2024-13 Resolution Approving an Intergovernmental Agreement for Reciprocal Inspection Services Between the United City of Yorkville and Kendall County

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

PARK BOARD:

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1. CC 2024-13 Resolution Authorizing the Donation of Certain Used Playground Equipment to Kids Around the World, a Not-For-Profit Entity

☐ Approved: **Y** _____ **N** _____ □ Subject to _____

☐ Removed _____

☐ Notes _____

_____

_____

MAYOR'S REPORT (CONT'D):

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7. CC 2021-04 City Building Updates
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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8. CC 2021-38 Water Study Update
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – January 9, 2024

Meeting and Date: City Council – February 13, 2024

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Behland (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 651 PRAIRIE POINTE DRIVE ON TUESDAY, JANUARY 09, 2024

Mayor Purcell called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

City Clerk Behland called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Tarulis	Present
	Corneils	Present

Staff in attendance at City Hall: City Administrator Olson, City Clerk Behland, Chief of Police Jensen, Attorney Lamb, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, and EEI Engineer Sanderson.

Staff in attendance electronically: Assistant City Administrator Willrett

Members of the public were able to attend this meeting in person as well as being able to access the meeting remotely via Zoom which allowed for video, audio, and telephonic participation.

A meeting notice was posted on the City's website on the agenda, minutes, and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: https://us02web.zoom.us/j/82582298711?pwd=NVN1ODhjYXZ6cC9yNVZOSUVURmw2Zz09. The Zoom meeting ID was 825 8229 8711.

QUORUM

A quorum was established**.**

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Mike Krempski, a Yorkville resident, shared his thoughts on the Mayor's Report #1 agenda item, Ordinance Amending the Regulations or Liquor Control, regarding cocktails to-go. Mr. Krempski passed out and read portions of an investigative summary report from the Illinois Liquor Control Commission, which he states was established from a complaint in 2022 involving Mayor Purcell distributing alcohol and cocktails at Hometown Days. In the portion of the report Mr. Krempski read, he discussed the conversation he had with Mayor Purcell and the capacity in which Mayor Purcell distributed alcohol. Mr. Krempski also read the conclusion of the investigative report. He stated that the Illinois Liquor Control Commission concluded that no violations were identified because Mayor Purcell was acting as a private citizen.

Molly Krempski, a Yorkville resident, shared her thoughts on the Mayor's Report #1 agenda item, Ordinance Amending the Regulations or Liquor Control, regarding cocktails to-go. Mrs. Krempski wanted to share a video of Mayor Purcell pouring and distributing alcohol at Hometown Days in 2022; however, she was informed that sharing the video would not be possible at this time. Mrs. Krempski stated she is not against expanded liquor sales. Mrs. Krempski stated there was lawlessness concerning the drag shows. Mrs. Krempski referenced the Illinois Liquor Control Commission's report. She stated the day of reckoning is upon us.

CONSENT AGENDA

1. Minutes of the Regular City Council – November 28, 2023
2. Minutes of the Regular City Council – December 12, 2023
3. Bill Payments for Approval
   $ 2,945,225.28 (vendors)
   $ 2,330,775.24 (wire payments)
   $ 378,192.59 (payroll period ending 12/08/23)
   $ 375,572.41 (payroll period ending 12/22/23)
   $ 6,029,765.52 (total)
4. Grande Reserve – Unit 3 Acceptance – *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of $98,055.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale* (PW 2023-89)
5. Grande Reserve – Unit 4 Acceptance – *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of $519,892.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale* (PW 2023-90)
6. Grande Reserve – Unit 8 Acceptance – *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of $142,665.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale* (PW 2023-91)
7. Grande Reserve – Unit 20 Acceptance – *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of $298,582.10, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale* (PW 2023-92)
8. 507 W. Kendall Drive – IDOT Permit and Resolution – *authorize the Mayor and City Clerk to Execute* (PW 2023-93)
9. Treasurer's Report for November 2023 (ADM 2023-46)

Mayor Purcell entertained a motion to approve the consent agenda. So moved by Alderman Corneils; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-7 Nays-1
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-nay,
Transier-aye, Soling-aye, Marek-aye, Corneils-aye

REPORTS

MAYOR'S REPORT

Proclamation for the Yorkville Library Mini Golf FUN Raiser Day
(CC 2024-01)

Mayor Purcell proclaimed February 4, 2023, as the Yorkville Library Mini Golf FUN Raiser Day in the United City of Yorkville (*see attached*).

Rob Roy Drainage Ditch – Additional Work
(CC 2024-02)

Mayor Purcell entertained a motion to approve a quote from Homer Tree Service, Inc. in an amount not to exceed $58,000 for additional work on the Rob Roy Drainage Ditch and authorize the Mayor to execute. So moved by Alderman Koch; seconded by Alderman Plocher.

Public Works Director Dhuse explained this was an omission in the first request for proposal (RFP) in which a small branch north of Corneils Road was not included. It was caught and is now being included.

Motion approved by a roll call vote. Ayes-6 Nays-2
Plocher-aye, Funkhouser-nay, Tarulis-aye, Transier-aye,
Soling-nay, Marek-aye, Corneils-aye, Koch-aye

Ordinance 2024-01 **Amending the Regulations for Liquor Licenses**
(CC 2024-03)

Mayor Purcell entertained a motion to approve an Ordinance Amending the Regulations for Liquor Licenses. So moved by Alderman Marek; seconded by Alderman Plocher.

Alderman Funkhouser asked how compliance would be enforced and if we would do anything to spot-check if the labeling was correct. Chief of Police Jensen stated that if it violates the ordinances, a citation would be issued, and it would go in front of the Liquor Commission. There would be spot-checks when alcohol compliance checks are performed throughout the year.

Motion approved by a roll call vote. Ayes-8 Nays-0
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye,
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye

Resolution Declaring Certain Property as Surplus Property and Authorizing Its Sale
(CC 2024-04)

Mayor Purcell explained this is the eight acres out by Home Depot that the City owns. The City has a contract proposal from Heartland Meadows LLC to purchase the property. There are twenty home sites and four commercial sites. City Administrator Olson shared the timeframe for this project. Heartland Meadows LLC has five months to walk away from the project with their earnest money. After the five months expire, they have thirty days to submit a plan to the City. Then, the City has one hundred and eighty days to approve it. If the City denies the plan, they can walk away from the agreement with their earnest money. City Administrator Olson then shared the information from his memo with the Council. Mayor Purcell stated the contract is for $405,000, which aligns with the appraisal price. Mayor Purcell shared that he spoke to them today and that they would not want to continue with the proposal if they were not allowed to have the commercial sites.

Alderman Transier asked for clarification on the earnest money. He asked if they could walk away with their earnest money anytime, for any reason, within the five-month timeframe. City Administrator Olson said yes. Alderman Transier asked if this was standard practice. City Administrator Olson shared that this was negotiated between Attorney Orr and Heartland Meadows LLC's attorney. Alderman Soling asked about the four commercial sites and wanted clarification on whether they would be allowed to have high-noise businesses. Mayor Purcell shared they were looking for more professional companies, such as doctors' offices, beauty salons, and business offices. Alderman Koch asked why the fee lock was part of the contract, as he thought the City was stepping away from it. City Administrator Olson shared that the developer specifically requested the fee lock and noted it is only on the sewer connection and water fees.

Alderman Funkhouser shared that a six-year fee lock seems too long, and he would be more comfortable with a three-year fee lock from the final plat approval. Mayor Purcell shared that the City has had no interest in this property other than townhomes over the last three years. Alderman Funkhouser shared he does have concerns about the commercial sites but does not want to lose the proposal if they are unwilling to move forward without them. He also discussed the lot sizes and would like the developer to widen the lots to fit in better with the community. Then he brought up the parking concerns due to the ballpark nearby. He would like to see if they would be willing to have people park there after hours for overflow parking for the ballpark. The internal streets may need parking restrictions and have parking on one side of the street. Alderman Marek shared he has the same concerns about parking as Alderman Funkhouser said. Alderman Transier said he would like not to allow earnest money to be taken back for no reason in future real estate deals. He also shared a concern with the commercial sites due to the current vacant commercial buildings in the City, but it's not a deal breaker.

Mayor Purcell shared that they are removing the motion and will not vote on the contract proposal tonight. They will bring this item back to the next meeting.

PUBLIC WORKS COMMITTEE REPORT

Route 47 Water Main Relocation – Water Park Way to Bertram Drive – Agreement for Professional Services
(PW 2023-94)

Alderman Koch made a motion to approve the Route 47 Water Main Relocation – Water Park Way to Bertram Drive – Agreement for Professional Services and authorize the Mayor and City Clerk to execute; seconded by Alderman Plocher.

Motion approved by a roll call vote. Ayes-8 Nays-0
Transier-aye, Soling-aye, Marek-aye, Corneils-aye,
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye

Center Street Water Main Extension – Agreement for Professional Services (YBSD)
(PW 2023-95)

Alderman Koch made a motion to approve the Center Street Water Main Extension – Agreement for Professional Services and authorize the Mayor and City Clerk to execute; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-8 Nays-0
Soling-aye, Marek-aye, Corneils-aye, Koch-aye,
Plocher-aye, Funkhouser-aye, Tarulis-aye, Transier-aye

Lake Michigan Allocation Permit – Engineering Work – Change Order No. 1
(PW 2023-96)

Alderman Koch made a motion to approve the Lake Michigan Allocation Permit – Engineering Work – Change Order No. 1 and authorize the Mayor and City Clerk to execute; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-8 Nays-0
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye,
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

Ordinance 2024-02 **Approving a Master Power Supply Agreement with MC Squared Energy Services**
(ADM 2023-50)

Alderman Marek made a motion to approve an Ordinance Approving a Master Power Supply Agreement with MC Squared Energy Services and authorize the Mayor and City Clerk to execute; seconded by Alderman Soling.

City Administrator Olson stated this would not impact residents, and they would see no real change in their electric bills. If approved, it would be implemented on May 1st. Letters will go out to residents in March and April, informing them of the change. Alderman Marek asked if there had been many resident inquiries. City Administrator Olson stated resident calls with basic questions can be directed to call City Hall. Any questions beyond basic questions will be deferred to MC Squared Energy Services.

Motion approved by a roll call vote. Ayes-8 Nays-0
Corneils-aye, Koch-aye, Plocher-aye, Funkhouser-aye,
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

Aurora Area Convention & Visitor Bureau

Alderman Funkhouser reported he attended the annual luncheon with the AACVB. He stated they received an additional grant from the COVID relief funds for $700,000. This money is to be used for marketing as a whole, which will have some impact on the City. Their funding is now back up to where they used to be.

STAFF REPORT

Public Works Director Dhuse wanted to give recognition to the Public Works and Parks crews for the great job they did snow plowing. They were out at 3:00 a.m. and did not stop plowing until 6:00 a.m. They will be out again at 3:00 a.m. the following day.

MAYOR'S REPORT (cont'd)

City Buildings Updates
(CC 2021-04)

No report.

Water Study Update
(CC 2021-38)

No report.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

None.

ADJOURNMENT

Mayor Purcell entertained a motion to adjourn the City Council meeting. So moved by Alderman Soling; seconded by Alderman Plocher.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:02 p.m.

Minutes submitted by:

Jori Behland,
City Clerk, City of Yorkville, Illinois

UNITED CITY OF YORKVILLE

Proclamation

WHEREAS, libraries provide access to information and also serve as community centers; and

WHEREAS, the Friends of the Yorkville Public Library is a support group for the library; and

WHEREAS, the Friends of the Yorkville Public Library strive to focus attention on library services and needs and also help to strengthen and expand library services; and

WHEREAS, the Friends of the Yorkville Public Library participates in fundraising for library projects, programs, and the purchase of special equipment; and

WHEREAS, the Friends of the Yorkville Public Library, in partnership with the Yorkville Public Library, are hosting a Mini Golf FUN Raiser on Sunday, February 4, 2024, from 10:00 a.m. to 4:00 p.m. in the Yorkville Public Library.

NOW, THEREFORE, I, John Purcell, Mayor of the United City of Yorkville, do hereby proclaim Sunday, February 4, 2024, as the "Yorkville Library Mini Golf FUN Raiser Day" in the United City of Yorkville and encourage all residents to support the Yorkville Public Library by participating in this FUN raiser day.

Dated this 9th day of January, 2024, A.D.

UNITED CITY OF YORKVILLE Corporate SEAL KENDALL CO., ILL.

John Purcell, Mayor

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #2

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – January 23, 2024

Meeting and Date: City Council – February 13, 2024

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Behland (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 651 PRAIRIE POINTE DRIVE ON TUESDAY, JANUARY 23, 2024

Mayor Purcell called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

City Clerk Behland called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Absent
	Marek	Present
Ward IV	Tarulis	Present
	Corneils	Present

Staff in attendance at City Hall: City Clerk Behland, Chief of Police Jensen, City Attorney Orr, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, and EEI Engineer Sanderson.

Staff in attendance electronically: Mayor Purcell

Members of the public were able to attend this meeting in person as well as being able to access the meeting remotely via Zoom which allowed for video, audio, and telephonic participation.

A meeting notice was posted on the City's website on the agenda, minutes, and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: https://us02web.zoom.us/j/83254650858?pwd=Z0hoem5sQllwZ2YxVjVQSGdLWEVxZz09. The Zoom meeting ID was 832 5465 0858.

QUORUM

A quorum was established**.**

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Todd Milliron, a Yorkville resident, shared his thoughts on the Mayor's Report #1a agenda item, Resolution Declaring Certain Property as Surplus Property and Authorizing Its Sale, and Mayor's Report #1b agenda item, Approval of the Commercial Purchase and Sale Agreement. Mr. Milliron stated he has concerns about the state statute cited. He said he is not opposed to Mr. Marker purchasing the property; he is just concerned if lawful procedures are being followed. Mr. Milliron stated there is supposed to be an appraisal for public inspection, and the one the City currently has is too old. He stated he is concerned that there is a predetermined buyer and someone else might be interested in the property.

CONSENT AGENDA

1. Bill Payments for Approval
   - $ 1,330.960.36 (vendors)
   - $ 371,437.39 (payroll period ending 01/05/24)
   - $ 1,702,397.75 (total)
2. Grande Reserve – Unit 12 Acceptance – *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of $49,309.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale* (PW 2024-04)

3. Grande Reserve – Unit 15 Acceptance – *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of $97,889.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale* (PW 2024-05)
4. Grande Reserve – Unit 22 Acceptance – *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of $37,038.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale* (PW 2024-06)
5. New Leaf Energy – Plat of Dedication and Grant of Easement – *authorize staff to accept the plat of dedication and grant of easement for part of New Leaf Energy Project and authorize the Mayor and City Clerk to execute* (PW 2024-07)
6. **Resolution 2024-02** 2024 Road to Better Roads – MFT Resolution and Cost Estimate – *authorize the Mayor and City Clerk to Execute* (PW 2024-08)
7. North Central Tank Rehabilitation – Change Order No. 3 (Final Balancing) – *approve the North Central Tank Rehabilitation – Change Order No. 3 (Final Balancing) and authorize the Mayor and City Clerk to execute (PW 2024-09)*

Mayor Pro Tem Transier entertained a motion to approve the consent agenda. So moved by Alderman Corneils; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-7 Nays-0
Koch-aye, Plocher-aye, Tarulis-aye, Transier-aye,
Soling-aye, Marek-aye, Corneils-aye

REPORTS

MAYOR'S REPORT

Kendall Marketplace – 8 Acres
(CC 2024-04)

Resolution 2024-03 **a. Declaring Certain Property as Surplus Property and Authorizing Its Sale**

b. Approval of the Commercial Purchase and Sale Agreement

Mayor Pro Tem Transier entertained a motion to approve a Resolution Declaring Certain Property as Surplus Property and Authorizing Its Sale and authorize the Mayor and City Clerk to execute and approve the Commercial Purchase and Sale Agreement. So moved by Alderman Marek; seconded by Alderman Koch.

City Administrator Olson shared that he had spoken to the developer about the items discussed at the last meeting. The developer did agree to take under advisement on development plan items, lot depts, and parking concerns when submitting their plans to the City. He decided to reduce the fee lock from six to five years. City Administrator Olson reviewed a list of permitted uses within the B-3 business district. They agreed not to allow police stations, fire stations, automobile repair, heavy machinery, equipment rental, recreational vehicle sales, tattoo and body piercing establishments, funeral homes, crematoriums, and pawn shops. City Administrator Olson shared the cover memo with the Council regarding the age restriction questions regarding the deed for the 55 and older community. City Attorney Orr read the code regarding surplus property. She shared that the resolution contains all requested information, and more than the code requires.

Alderman Koch asked about the driveways next to the ballpark. City Administrator Olson shared he believes the driveways will exit onto Northland Lane for lots 3, 4, and 5 within the plan. Lots 1 and 2 will likely be within the new street being created within the development. All of this will be subject to their future. Alderman Tarulis has objections to any commercial use at this property due to the current vacancy of commercial properties within the City. Alderman Plocher brought up that this process is different from when we sold the jail was due to the jail being within the TIF. City Attorney Orr confirmed.

Motion approved by a roll call vote. Ayes-6 Nays-1
Plocher-aye, Tarulis-nay, Transier-aye, Soling-aye,
Marek-aye, Corneils-aye, Koch-aye

Resolution 2024-04 **Approving and Adopting a Debt Policy**

(CC 2024-05)

Mayor Pro Tem Transier entertained a motion to approve a Resolution Approving and Adopting a Debt Policy and authorize the Mayor and City Clerk to execute. So moved by Alderman Soling; seconded by Alderman Corneils.

Motion approved by a roll call vote. Ayes-7 Nays-0
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye,
Corneils-aye, Koch-aye, Plocher-aye

Underwriter Engagement Letter for Raintree Village I and Raintree Village II Special Service Area (SSA) Bonds
(CC 2024-06)

Mayor Pro Tem Transier entertained a motion to approve an underwriter engagement letter with D.A. Davidson Companies for services related to the refunding of the Raintree I and Raintree II Special Service Area (SSA) Bonds for fees estimated in the range between $61,000 (for Raintree II only) and $111,000 (for Raintree I and II). So moved by Alderman Corneils; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-7 Nays-0
Transier-aye, Soling-aye, Marek-aye, Corneils-aye,
Koch-aye, Plocher-aye, Tarulis-aye

PUBLIC WORKS COMMITTEE REPORT

2024 Water Main Replacement Contract B (Fox Industrial Park) – Contract Award
(PW 2024-10)

Alderman Koch made a motion to approve the bid and award contract to Winninger Excavating, Inc. in the amount not to exceed $2,734,644.25 and authorize the Mayor and City Clerk to execute; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-7 Nays-0
Soling-aye, Marek-aye, Corneils-aye, Koch-aye,
Plocher-present, Tarulis-aye, Transier-aye

2024 Water Main Replacement Contract B (Fox Industrial Park) – Construction Engineering Agreement
(PW 2024-11)

Alderman Koch made a motion to approve the 2024 Water Main Replacement Contract B (Fox Industrial) – Professional Services Agreement – Construction Engineering Agreement and authorize the Mayor and City Clerk to execute; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-7 Nays-0
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye,
Tarulis-aye, Transier-aye, Soling-aye

Resolution Approving an Agreement with Kluber, Inc. for the Design of a Public Works Facility
(PW 2024-12)

City Administrator Olson shared that this is for an entire architectural services contract from our current status of the space needs analysis with high-level planning through construction management and engineering. This agreement is for a flat fee of $1,362,400 to do an estimated $20 million to $22 million Public Works Facility. City staff is recommending a construction manager, a separate firm from Kluber. They negotiate and discuss pre-bidding services, help staff finalize the design, and give any advice needed during the process. City Administrator Olson shared that the next item on the agenda is an agreement with EEI for their service on anything required outside the building.

Chris Hanson with Kluber, Inc. shared they previously did six or seven various studies of different locations within the City. Since then, a property most suited to long-range needs has been purchased. A year ago, Kluber discussed a blended scheme for the property with the Council, which was approximately $23.8 million. The next step is a schematic design to look into a more compact design but useful building. The main goal is to get as many pieces of equipment under the roof as possible. The property will also allow future expansion when needed. The next step is to refine the plan and refine the budget. Once the budget is refined, they can start the process of hiring a construction manager. Kluber has assisted with this process in the past and can aid the City with making their selection as needed. There have been

discussions on additional services such as commissioning agents, a fuel station on the property, the design of material storage bins, and a salt dome.

City Administrator Olson shared that there is no need for a budget amendment if the Council approves it this fiscal year. Staff was able to budget a high-end number, which generally aligned with Kluber, EEI, and industry standards. They could shoot for an August or September bidding timeline if approved tonight to take advantage of the current bidding climate. Alderman Koch suggested holding off until the next Council meeting to vote. Alderman Tarulis still has many questions and would like more time.

Alderman Koch made a motion to table the Resolution Approving an Agreement with Kluber, Inc. for the Design of a Public Works Facility to the next City Council meeting; seconded by Alderman Plocher.

Motion approved by a roll call vote. Ayes-7 Nays-0
Corneils-aye, Koch-aye, Plocher-aye, Tarulis-aye,
Transier-aye, Soling-aye, Marek-aye

Yorkville Public Works Building - Agreement for Professional Services (EEI Contract)
(PW 2024-13)

Alderman Koch made a motion to table the Yorkville Public Works Building for Professional Services Agreement to the next City Council meeting; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-7 Nays-0
Koch-aye, Plocher-aye, Tarulis-aye, Transier-aye,
Soling-aye, Marek-aye, Corneils-aye

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

Ordinance 2024-03 **Granting an Accessory Structure Location Variance for the Property Located at 703 South Main Street (Detached Shed)**
(PZC 2024-02 & EDC 2024-05)

Mayor Pro Tem Transier entertained a motion to approve an Ordinance Granting an Accessory Structure Location Variance for the Property Located at 703 South Main Street (Detached Shed) and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-7 Nays-0
Plocher-aye, Tarulis-aye, Transier-aye, Soling-aye,
Marek-aye, Corneils-aye, Koch-aye

Kendall County Petitions 23-32 and 23-33 – 1.5 Mile Review (Grainco FS, Inc. & A.B. Schwartz)
(PZC 2024-03 & EDC 2024-06)

Mayor Pro Tem Transier entertained a motion to authorize staff to notify Kendall County that the City Council does not have any objections to the proposed map amendment (rezoning) and an amendment to Kendall County's Future Land Use Map. So moved by Alderman Marek; seconded by Alderman Corneils.

Motion approved by a roll call vote. Ayes-7 Nays-0
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye,
Corneils-aye, Koch-aye, Plocher-aye

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

City Buildings Updates
(CC 2021-04)

No report.

Water Study Update
(CC 2021-38)

No report.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

None.

ADJOURNMENT

Mayor Pro Tem Transier entertained a motion to adjourn the City Council meeting. So moved by Alderman Plocher; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-7 Nays-0
Transier-aye, Soling-aye, Marek-aye, Corneils-aye,
Koch-aye, Plocher-aye, Tarulis-aye

Meeting adjourned at 8:00 p.m.

Minutes submitted by:

Jori Behland,
City Clerk, City of Yorkville, Illinois

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #3

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – February 13, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
131231	KCR	KENDALL COUNTY RECORDER'S			01/16/24			
	4000285	01/16/24	01	RELEASE WEED LIEN FOR 1981 S		25-215-54-00-5448	76.00	
			02	BRIDGE ST		** COMMENT **		
						INVOICE TOTAL:	76.00 *	
						CHECK TOTAL:		76.00
						TOTAL AMOUNT PAID:		76.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 01/22/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003274	EVANST	TIM EVANS						
	2024 IPRA		01/19/24	01	2024 IPRA CONFERENCE PER	79-795-54-00-5415		112.00
				02	DIEMS	** COMMENT **		
						INVOICE TOTAL:		112.00 *
						DIRECT DEPOSIT TOTAL:		112.00
D003275	GALAUNEJ	JAKE GALAUNER						
	2024 IPRA		01/19/24	01	2024 IPRA CONFERENCE PER	79-795-54-00-5415		204.00
				02	DIEMS	** COMMENT **		
						INVOICE TOTAL:		204.00 *
						DIRECT DEPOSIT TOTAL:		204.00
D003276	REDMONST	STEVE REDMON						
	2024 IPRA		01/19/24	01	2024 IPRA CONFERENCE PER	79-795-54-00-5415		168.00
				02	DIEMS	** COMMENT **		
						INVOICE TOTAL:		168.00 *
						DIRECT DEPOSIT TOTAL:		168.00
D003277	ROSBOROS	SHAY REMUS						
	2024 IPRA		01/19/24	01	2024 IPRA CONFERENCE PER	79-790-54-00-5415		148.00
				02	DIEMS	** COMMENT **		
						INVOICE TOTAL:		148.00 *
						DIRECT DEPOSIT TOTAL:		148.00

TOTAL CHECKS PAID: 0.00

TOTAL DIRECT DEPOSITS PAID: 632.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24		
	012524-A.HERNANDEZ	12/31/23	01	MENARDS#122123-ROOFING		25-225-60-00-6010	63.22
			02	UNDERLAYMENT, STAPLES, HAMMER		** COMMENT **	
			03	TACKER		** COMMENT **	
						INVOICE TOTAL:	63.22 *
	012524-A.SIMMONS	12/31/23	01	DEC 2023 CITY HALL PHONES		01-110-54-00-5440	159.81
			02	DEC 2023 CITY HALL PHONES		01-220-54-00-5440	159.81
			03	DEC 2023 CITY HALL PHONES		01-120-54-00-5440	79.91
			04	DEC 2023 CITY HALL PHONES		01-210-54-00-5440	159.81
			05	DEC 2023 CITY HALL PHONES		01-210-54-00-5440	799.05
			06	COMCAST-11/20-12/19 INTERNET		01-110-54-00-5440	46.91
			07	AT 651 PRIAIRIE POINTE		** COMMENT **	
			08	COMCAST-11/20-12/19 INTERNET		01-220-54-00-5440	41.69
			09	AT 651 PRIAIRIE POINTE		** COMMENT **	
			10	COMCAST-11/20-12/19 INTERNET		01-120-54-00-5440	20.85
			11	AT 651 PRIAIRIE POINTE		** COMMENT **	
			12	COMCAST-11/20-12/19 INTERNET		79-790-54-00-5440	41.69
			13	AT 651 PRIAIRIE POINTE		** COMMENT **	
			14	COMCAST-11/20-12/19 INTERNET		01-210-54-00-5440	208.47
			15	AT 651 PRIAIRIE POINTE		** COMMENT **	
			16	COMCAST-11/20-12/19 INTERNET		79-795-54-00-5440	41.69
			17	AT 651 PRIAIRIE POINTE		** COMMENT **	
			18	VERIZON-NOV 2023 IN CAR UNITS		01-210-54-00-5440	648.18
						INVOICE TOTAL:	2,407.87 *
	012524-B.BEHRENS	12/31/23	01	MENARDS#120823-ELBOWS, TEE,		24-216-56-00-5656	139.08
			02	PIPE, DUCT FAN, RAPAIR TAPE		** COMMENT **	
			03	MENARDS#113023-TENSION PIN		01-410-56-00-5620	0.72
			04	MENARDS#112923-COUPLER,		01-410-56-00-5620	67.86
			05	SPLASH RV MARINE		** COMMENT **	
			06	MENARDS#120623-STRAPS		24-216-56-00-5656	14.32
			07	MENARDS#120423-ANGLE VALVE		01-410-56-00-5620	9.49
			08	MENARDS#122223-WELDABLE STEEL		01-410-56-00-5620	10.79
			09	MENARDS#120123-FAUCET		24-216-56-00-5656	79.99
			10	MENARDS#121923-CUTTING WHEEL		01-410-56-00-5620	23.88
			11	MENARDS#122023-ADHESIVE		01-410-56-00-5620	4.29
						INVOICE TOTAL:	350.42 *
	012524-B.BYSTONE	12/31/23	01	TARGET-RETIREMENT CAKE		01-110-56-00-5610	27.99
						INVOICE TOTAL:	27.99 *
	012524-B.OLSON	12/31/23	01	ZOOM-11/23-12/22 USAGE FEES		01-110-54-00-5462	213.96
						INVOICE TOTAL:	213.96 *
	012524-B.VALLES	12/31/23	01	MENARDS#120623-ANCHORS, TARP		01-410-56-00-5620	89.74

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24		
	012524-B.VALLES	12/31/23	02	HOME DEPO-HOLE SAWS		01-410-56-00-5630	30.94
			03	MENARDS#120723-CABLE TIES		01-410-56-00-5620	17.94
			04	HOME DEPO-PARA WEDGE		01-410-56-00-5620	34.95
			05	HOME DEPO-DRILL BITS		01-410-56-00-5620	85.91
			06	GRAINGER-OVERBOOTS		01-410-56-00-5600	78.32
			07	AMAZON-TRUCK FLOORLINERS		01-410-56-00-5628	353.90
			08	NAPA#355225-FILTERS		01-410-56-00-5628	29.12
			09	NAPA#355181-REDUCERS		01-410-56-00-5628	40.99
			10	MENARDS#121223-RV MARINE,		01-410-56-00-5620	80.29
			11	WIRE BRUSH, QUICK LINK		** COMMENT **	
			12	MENARDS#122223-WELDABLE STEEL		01-410-56-00-5620	10.79
			13	MENARDS#121823-QUICK LINKS		01-410-56-00-5620	71.82
						INVOICE TOTAL:	924.71 *
	012524-D.BROWN	12/31/23	01	MENARDS#121123-COPPER TUBING,		51-510-56-00-5620	56.12
			02	TUBE CUTTER, ELBOWS		** COMMENT **	
			03	MENARDS#122223-WOVEN COVE,		51-510-56-00-5638	109.26
			04	DUSTER, PAINT, MOUNTING		** COMMENT **	
			05	STRIPS, TRAY LINERS, ROLLER		** COMMENT **	
			06	FRAMES, STRAPS		** COMMENT **	
			07	MENARDS#122223-ENTRY MATS,		51-510-56-00-5638	80.30
			08	CONTRACTOR BAGS		** COMMENT **	
			09	MENARDS#121523-BATTERY		51-510-56-00-5620	8.99
						INVOICE TOTAL:	254.67 *
	012524-D.HENNE	12/31/23	01	MENARDS#121823-SCREWS,		01-410-56-00-5620	71.40
			02	TOGGLES, CONDUIT, CABLE,		** COMMENT **	
			03	CONNECTORS		** COMMENT **	
			04	MENARDS#121123-RATCHET		01-410-56-00-5628	486.56
			05	BINDERS, D-RINGS, QUICK LINKS		** COMMENT **	
			06	MNEARDS#121823-BALLAST		24-216-56-00-5656	27.99
			07	MENARDS#121823-WINDEX		01-410-56-00-5628	11.97
			08	HOME DEPO-CHAIN		01-410-56-00-5628	31.35
			09	NAPA#355558-FUSE HOLDER		01-410-56-00-5628	3.97
			10	NAPA#354954-CONNECTOR		01-410-56-00-5628	12.79
			11	NAPA#355040-CONNECTOR		01-410-56-00-5628	12.79
						INVOICE TOTAL:	658.82 *
	012524-D.SMITH	12/31/23	01	MENARDS#121123-LUMBER		79-790-56-00-5640	566.12
			02	MENARDS#112823-ANTIFREEZE		79-790-56-00-5620	65.80
			03	MENARDS#113023-WASHERS, NUTS,		25-225-60-00-6010	63.47
			04	ADHESIVE, PIPE		** COMMENT **	
			05	MENARDS#121323-WASHERS, NUTS,		79-790-56-00-5640	26.94
			06	BOLTS, CAULK		** COMMENT **	
			07	MENARDS#121823-SCREWS		79-790-56-00-5640	23.99
						INVOICE TOTAL:	746.32 *

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24		
	012524-E.DHUSE	12/31/23	01	HOME DEPO-TOOL BACKPACK,		51-510-56-00-5620	48.36
			02	GLOVES, TORCH KIT		** COMMENT **	
			03	HOME DEPO-TOOL BACKPACK,		52-520-56-00-5620	48.36
			04	GLOVES, TORCH KIT		** COMMENT **	
			05	HOME DEPO-TOOL BACKPACK,		01-410-56-00-5620	48.35
			06	GLOVES, TORCH KIT		** COMMENT **	
			07	AMAZON-POWER RELAYS		01-410-56-00-5628	69.80
			08	AMAZON-BRITA WATER FILTERS		52-520-56-00-5610	175.86
						INVOICE TOTAL:	390.73 *
	012524-E.HERNANDEZ	12/31/23	01	MENARDS#121423-LIGHT		01-410-56-00-5620	12.98
			02	MENARDS#122023-AIR HOSE,		01-410-56-00-5620	45.46
			03	NUMBER KIT		** COMMENT **	
			04	GRAINGER-OVERBOOTS		01-410-56-00-5600	78.32
			05	MENARDS#121923-HOSES, GOO GONE		01-410-56-00-5620	91.95
			06	MENARDS#122023-RETURNED HOSE		01-410-56-00-5620	-30.00
			07	MENARDS#122023-RETURNED HOSE		01-410-56-00-5620	-21.99
						INVOICE TOTAL:	176.72 *
	012524-E.WILLRETT	12/31/23	01	PARAGON-2 LED MONITORS		01-640-54-00-5450	299.98
			02	FV OCCUPATIONAL-DRUG TESTING		01-220-54-00-5462	150.00
			03	AMAZON-FLASH DRIVES		01-640-54-00-5450	35.58
			04	DELL-VLA ENTERPRISE VISIO		01-640-54-00-5450	118.03
			05	SUBSCRIPTION		** COMMENT **	
			06	PELRA-MERSHIP RENEWAL		01-110-54-00-5460	249.17
			07	PARAGON-DELL BATTERY		01-640-54-00-5450	10.99
			08	NIU-IL FINANCIAL FORCAST		01-110-54-00-5412	109.00
			09	FORUM REGISTRATION		** COMMENT **	
			10	AMAZON-WALL MOUNT, CABLES		01-640-54-00-5450	105.51
			11	PHYSICIANS CARE-DRUG TESTING		01-000-24-00-2440	334.00
						INVOICE TOTAL:	1,412.26 *
	012524-G.HASTINGS	12/31/23	01	AMAZON-WINTER BOOTS		01-220-56-00-5620	108.21
			02	GAS-N-WASH-CAR WASH		01-220-54-00-5462	15.00
						INVOICE TOTAL:	123.21 *
	012524-G.JOHNSON	12/31/23	01	MENARDS#120823-TREX TAPE		51-510-56-00-5620	9.99
			02	MENARDS#120823-PVC, STRAPS		51-510-56-00-5620	14.04
			03	MENARDS#121923-BATTERIES		51-510-56-00-5665	15.27
			04	MENARDS#121523-THREADLOCKER,		51-510-56-00-5620	16.86
			05	BASE MAGNET		** COMMENT **	
			06	HOME DEPO-PVC CAPS, DWV		51-510-56-00-5620	3.36
			07	HANGER		** COMMENT **	
						INVOICE TOTAL:	59.52 *
	012524-G.KLEEFISCH	12/31/23	01	HOME DEPO#112923-WIRE		25-225-60-00-6010	52.76

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24		
	012524-G.KLEEFISCH	12/31/23	02	HOME DEPO#120123-COMPRESSED		25-225-60-00-6010	36.50
			03	AIR, RUBBER CORD		** COMMENT **	
			04	MENARDS#112923-POLE BREAKER,		25-225-60-00-6010	49.87
			05	ROD CLAMP, RODS		** COMMENT **	
			06	MENARDS#112823-ELECTRICAL		25-225-60-00-6010	100.23
			07	BOXES, BLANK COVERS, LUG KITS,		** COMMENT **	
			08	LIGHT BULB		** COMMENT **	
						INVOICE TOTAL:	239.36 *
	012524-G.NELSON	12/31/23	01	TARGET-HOLIDAY DECOR RETURN		01-220-56-00-5620	-7.62
			02	ETSY-POINSETTIAS		01-220-56-00-5620	19.11
			03	PARADISE-NOV 2023 CAR WASHES		01-220-54-00-5462	17.00
			04	AMAZON-ADDRESS LABELS		01-220-56-00-5610	33.98
			05	YORK POST-POSTAGE		90-215-00-00-0011	650.56
						INVOICE TOTAL:	713.03 *
	012524-G.STEFFENS	12/31/23	01	MENARDS#122023-SMART STRAW,		52-520-56-00-5628	28.96
			02	USB PORTS		** COMMENT **	
			03	MENARDS#120423-SHOP TOWELS,		52-520-56-00-5620	46.24
			04	DRAIN PAN, GREASE		** COMMENT **	
			05	NAPA#355364-AUTOMOTIVE		52-520-56-00-5613	78.54
			06	V-RIBBED		** COMMENT **	
			07	NAPA#354986-HOSE CLAMPS		52-520-56-00-5613	229.28
						INVOICE TOTAL:	383.02 *
	012524-J.BEHLAND	12/31/23	01	AMAZON-DRY ERASE MARKERS		01-110-56-00-5610	26.07
			02	AMAZON-DRY ERASE BOARD		01-110-56-00-5610	412.38
			03	TRIBUNE-PUBLIC HEARING NOTICE		90-208-00-00-0011	395.19
			04	TRIBUNE-PUBLIC HEARING NOTICE		90-195-00-00-0011	228.29
			05	TRIBUNE-PUBLIC HEARING NOTICE		90-215-00-00-0011	296.29
						INVOICE TOTAL:	1,358.22 *
	012524-J.DYON	12/31/23	01	WAREHOUSE-CLIPBOARDS		51-510-56-00-5620	62.88
			02	WAREHOUSE-WALL CALENDAR		01-120-56-00-5610	6.09
			03	WAREHOUSE-WALL CALENDAR		51-510-56-00-5620	9.20
			04	WAREHOUSE-WALL CALENDAR		52-520-56-00-5610	2.65
						INVOICE TOTAL:	80.82 *
	012524-J.GALAUNER	12/31/23	01	AMAZON-BASKETBALL SCOREBOOKS		79-795-56-00-5606	77.94
						INVOICE TOTAL:	77.94 *
	012524-J.JACKSON	12/31/23	01	HOME DEPO-DRILL BIT		52-520-56-00-5630	29.97
			02	HOME DEPO-TOOL BACKPACK		52-520-56-00-5620	129.00
			03	MENARDS#121323-ANTIFREEZE,		52-520-56-00-5620	157.57
			04	GARBAGE BAGS, SANITIZER		** COMMENT **	
						INVOICE TOTAL:	316.54 *

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24		
	012524-J.JENSEN	12/31/23	01	JEWEL-WATER		01-210-56-00-5650	12.12
			02	DUNKIN-DONUTS, COFFEE		01-210-56-00-5650	86.56
			03	ABT-55" TV		01-000-24-00-2422	1,799.96
			04	AMAZON-TV WALL MOUNT		01-000-24-00-2422	128.76
						INVOICE TOTAL:	2,027.40 *
	012524-J.NAVARRO	12/31/23	01	AMAZON-LED SLIDE DIMMER		24-216-56-00-5656	85.25
			02	AMAZON-TELESCOPE EXTENSION		24-216-56-00-5656	75.97
			03	POLE, FAN DUSTER		** COMMENT **	
			04	AMAZON-ACOUSTIC PANELS		24-216-56-00-5656	423.30
			05	AMAZON-LOCK ASSEMBLY		24-216-56-00-5656	16.97
			06	AMAZON-INDOOR TIMERS		24-216-56-00-5656	39.60
			07	AMAZON-PUSH SPREADER		24-216-56-00-5656	245.56
			08	HOME DEPO-EXTENSION CORDS,TUBS		24-216-56-00-5656	407.98
			09	GJOVIKS#436645-REPLACE BALL		01-410-54-00-5490	1,419.36
			10	JOINTS AND PERFORM ALIGNMENT		** COMMENT **	
			11	AMAOZN-HEPA FILTERS		24-216-56-00-5656	105.00
			12	AMAZON-BUG FOGGER		24-216-56-00-5656	56.32
			13	AMAZON-CONSTRUCTION HARNESS		24-216-56-00-5656	124.79
			14	AMAZON-TOWELS		24-216-56-00-5656	85.41
			15	AMAZON-PAPER TOWELS		24-216-56-00-5656	96.75
						INVOICE TOTAL:	3,182.26 *
	012524-J.PETRAGALLO	12/31/23	01	MENARDS#WATER		01-220-56-00-5620	29.90
						INVOICE TOTAL:	29.90 *
	012524-J.SLEEZER	12/31/23	01	MENARDS#121323-SCREWS		01-410-56-00-5620	21.07
						INVOICE TOTAL:	21.07 *
	012524-J.WEISS	12/31/23	01	DOLLAR TREE-JANUARY		82-000-24-00-2480	77.50
			02	PROGRAMMING SUPPLIES		** COMMENT **	
						INVOICE TOTAL:	77.50 *
	012524-J.WHEELER	12/31/23	01	DOLLAR TREE-HOLIDAY DECOR		79-795-56-00-5606	3.75
						INVOICE TOTAL:	3.75 *
	012524-K.BALOG	12/31/23	01	AMAZON-2024 FILE FOLDER LABELS		01-210-56-00-5610	31.26
			02	AMAZON-TOASTER, MEMO BOOKS,		01-210-56-00-5610	151.08
			03	LABELS, POST ITS		** COMMENT **	
			04	AMAZON-FINGERPRINT PADS		01-210-56-00-5610	15.69
			05	SHREDIT-NOV 2024 ON SITE		01-210-54-00-5462	251.89
			06	SHREDDING		** COMMENT **	
			07	AMAZON-CD DVD SLEEVES, NOTE		01-210-56-00-5610	105.78
			08	PADS, LABELS		** COMMENT **	
			09	ACCURINT-NOV 2023 SEARCHES		01-210-54-00-5462	200.00
						INVOICE TOTAL:	755.70 *

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900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24		
	012524-K.BARKSDALE	12/31/23	01	AMAZON-WIRELESS PRESENTER,		01-220-56-00-5620	92.97
			02	KEYBOARD, MOUSE		** COMMENT **	
			03	ADOBE-MONTHLY CREATIVE CLOUD		01-220-54-00-5460	54.99
			04	FEE		** COMMENT **	
			05	AMAZON-WIDE FORMA T CAD PAPER		01-220-56-00-5610	94.99
			06	AMAZON-ID BADGE HOLDER		01-220-56-00-5620	10.99
			07	AACE-MEMBERSHIP DUE RENEWAL		01-220-54-00-5460	100.00
						INVOICE TOTAL:	353.94 *
	012524-K.GREGORY	12/31/23	01	FACEBOOK-HOLIDAY RACE ADS		79-795-54-00-5426	5.37
			02	AMERICAN RED CROSS-BLOODBORNE		79-795-54-00-5412	35.00
			03	PATHOGENS TRAINING		** COMMENT **	
						INVOICE TOTAL:	40.37 *
	012524-K.JONES	12/31/23	01	ARNESON#237211-NOV 2024 GAS		01-410-56-00-5695	87.16
			02	ARNESON#237211-NOV 2024 GAS		51-510-56-00-5695	87.16
			03	ARNESON#237211-NOV 2024 GAS		52-520-56-00-5695	87.16
			04	ARNESON#237212-NOV 2024 DIESEL		01-410-56-00-5695	539.18
			05	ARNESON#237212-NOV 2024 DIESEL		51-510-56-00-5695	539.19
			06	ARNESON#237212-NOV 2024 DIESEL		52-520-56-00-5695	539.19
			07	AMAZON-COPY PAPER		01-110-56-00-5610	126.47
			08	MINER #348016-DEC 2023		01-410-54-00-5462	366.85
			09	MANAGED SERVICES RADIO		** COMMENT **	
			10	MINER #348016-DEC 2023		51-510-54-00-5462	430.65
			11	MANAGED SERVICES RADIO		** COMMENT **	
			12	MINER #348016-DEC 2023		52-520-54-00-5462	287.10
			13	MANAGED SERVICES RADIO		** COMMENT **	
			14	MINER #348016-DEC 2023		79-790-54-00-5462	510.40
			15	MANAGED SERVICES RADIO		** COMMENT **	
			16	WIRE WIZ#361291-LIFT STATION		52-520-54-00-5444	138.00
			17	ALARM MONITORING OCT-DEC 2023		** COMMENT **	
			18	ARNESON#242005-NOV 2023 DIESEL		01-410-56-00-5695	595.53
			19	ARNESON#242005-NOV 2023 DIESEL		51-510-56-00-5695	595.53
			20	ARNESON#242005-NOV 2023 DIESEL		52-520-56-00-5695	595.54
			21	ARNESON#242004-NOV 2023 GAS		01-410-56-00-5695	163.43
			22	ARNESON#242004-NOV 2023 GAS		51-510-56-00-5695	163.43
			23	ARNESON#242004-NOV 2023 GAS		52-520-56-00-5695	163.42
			24	METRO INDUSTRIES#056330-LIFT		52-520-54-00-5444	270.00
			25	STATION MONTHLY METRO CLOUD		** COMMENT **	
			26	DATA SERVICE		** COMMENT **	
			27	AMAZON-RETIREMENT DECORATIONS		01-110-56-00-5610	15.14
			28	AMPERAGE-BALLAST KIT		23-230-56-00-5642	145.02
			29	AMPERAGE-LAMPS		23-230-56-00-5642	20.77
			30	AMPERAGE-MEDIUM BASE CORN COB		23-230-56-00-5642	178.16
			31	FERGUSON-WIRE STAFF FLAGS		01-410-56-00-5665	400.00

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900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24		
	012524-K.JONES	12/31/23	32	FERGUSON-WIRE STAFF FLAGS		51-510-56-00-5665	400.00
			33	FERGUSON-WIRE STAFF FLAGS		52-520-56-00-5665	399.00
			34	WATER PRODUCTS-BAND REPAIR		51-510-56-00-5640	433.55
			35	CLAMPS		** COMMENT **	
			36	ARNESON#235392-NOV 2023 GAS		01-410-56-00-5695	190.11
			37	ARNESON#235392-NOV 2023 GAS		51-510-56-00-5695	190.11
			38	ARNESON#235392-NOV 2023 GAS		52-520-56-00-5695	190.11
			39	FERGUSON-MARKING PAINT		51-510-56-00-5665	364.00
			40	FERGUSON-MARKING PAINT		52-520-56-00-5665	364.00
			41	FERGUSON-MARKING PAINT		01-410-56-00-5665	364.00
			42	ARNESON#235391-NOV 2023 DIESEL		01-410-56-00-5695	519.18
			43	ARNESON#235391-NOV 2023 DIESEL		51-510-56-00-5695	519.19
			44	ARNESON#235391-NOV 2023 DIESEL		52-520-56-00-5695	519.19
						INVOICE TOTAL:	11,496.92 *
	012524-M.CARYLE	12/31/23	01	CONSTANT CONTACT-12 MONTH		01-210-54-00-5462	122.40
			02	.		** COMMENT **	
			03	GJOVIKS#435759-OIL CHANGE		01-210-54-00-5495	95.55
			04	GJOVIKS#435761-OIL CHANGE		01-210-54-00-5495	45.65
			05	GJOVIKS#435810-OIL CHANGE		01-210-54-00-5495	83.45
			06	GJOVIKS#435812-OIL CHANGE		01-210-54-00-5495	45.65
			07	GJOVIKS#435490-REPLACE PURGE		01-210-54-00-5495	1,150.61
			08	VALVE, BRAKE REPAIR		** COMMENT **	
			09	GJOVIKS#436279-TIRE REPAIR,		01-210-54-00-5495	80.60
			10	OIL CHANGE		** COMMENT **	
			11	GJOVIKS#436676-TIRE REPAIR		01-210-54-00-5495	34.95
			12	GJOVIKS#434910-BUSHING TOOL		01-210-54-00-5495	1,236.84
			13	NORTH AMERICAN RESCUE-FIRST		01-210-56-00-5620	515.20
			14	AID SUPPLIES		** COMMENT **	
			15	IACP-MEMBERSHIP DUE RENEWAL		01-210-54-00-5460	190.00
			16	AXON-BATTERY PACK		01-210-56-00-5620	87.20
			17	SERVICE FOR MEDIA & NEWS		** COMMENT **	
			18	RELEASES		** COMMENT **	
						INVOICE TOTAL:	3,688.10 *
	012524-M.CISIJA	12/31/23	01	JEWEL-EXTENSION CORD		01-110-56-00-5610	3.79
			02	AMAZON-PLATES, CUTLERY,		01-110-56-00-5610	92.94
			03	CALENDAR, KLEENEX, PAPER		** COMMENT **	
			04	TOWELS		** COMMENT **	
						INVOICE TOTAL:	96.73 *
	012524-M.MCGREGORY	12/31/23	01	MENARDS#121123-TRASH CAN		51-510-56-00-5638	12.99
			02	MENARDS#122123-DRILL BITS		51-510-56-00-5630	37.96
			03	MENARDS#122123-CLEANING		51-510-56-00-5638	6.66
			04	SUPPLIES		** COMMENT **	

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24		
	012524-M.MCGREGORY	12/31/23	05	MENARDS#122223-TARPS		51-510-56-00-5620	13.98
						INVOICE TOTAL:	71.59 *
	012524-M.NELSON	12/31/23	01	MENARDS#120523-HEADLIGHT		01-210-56-00-5620	16.99
			02	WALGREENS-GIFT CARD		01-210-56-00-5650	50.00
						INVOICE TOTAL:	66.99 *
	012524-M.SENG	12/31/23	01	HOME DEPO-DRILL BITS TORCH		01-410-56-00-5620	67.48
			02	MENARDS#120823-ELBOWS, DUCT		01-410-56-00-5620	59.96
			03	FAN, FURNACE PIPE		** COMMENT **	
			04	NAPA#354260-WIPER BLADES		01-410-56-00-5628	143.88
			05	TRANS CHICAGO-NEW KEY		01-410-56-00-5628	20.19
			06	MENARDS#121823-BOLTS, COVER		01-410-56-00-5620	5.55
			07	ACE-SNOW PUSHER		01-410-56-00-5630	64.99
						INVOICE TOTAL:	362.05 *
	012524-P.MCMAHON	12/31/23	01	GALLS-NAMEPLATES		01-210-56-00-5600	28.40
			02	AMAZON-STRION CHARGER/HOLDER		01-210-56-00-5620	38.88
			03	MENARDS#120623-CABLES		01-210-56-00-5610	39.96
			04	GALLS-WORK BOOTS		01-210-56-00-5600	154.40
			05	WYNDHAM-BOROWSKI CONFRERNCE		01-210-54-00-5415	1,144.08
			06	LODGING		** COMMENT **	
			07	O'HERRON-REYES SERVICE UNIFORM		01-210-56-00-5600	905.82
			08	O'HERRON-WROBELSERVICE UNIFORM		01-210-56-00-5600	310.92
			09	AMAZON-REPLACEMENT BATTERY		01-210-56-00-5620	30.96
			10	MED-TECH-MTR TRANSPORT SPIT		01-210-56-00-5620	138.04
			11	HOODS		** COMMENT **	
			12	WASH HOUSE-HEMS & PATCHES		01-210-56-00-5600	126.88
			13	AMAZON-DRY ERASE BOARD		01-210-56-00-5620	100.48
						INVOICE TOTAL:	3,018.82 *
	012524-P.RATOS	12/31/23	01	BRIDGE STREET AUTO-BRAKE		01-220-54-00-5490	571.04
			02	REPAIR		** COMMENT **	
			03	AMAZON-DESK CALENDAR		01-220-56-00-5620	39.99
			04	ICC-PLAN REVIEW WITH FORMS		01-220-56-00-5620	65.88
			05	AMAZON-SMOKE DETECTOR TESTER		01-220-56-00-5620	19.09
			06	AMAZON-VOLTAGE TESTER		01-220-56-00-5620	41.99
			07	AMAZON-PLASTIC SPOONS		01-220-56-00-5620	24.23
						INVOICE TOTAL:	762.22 *
	012524-P.SCODRO	12/31/23	01	MENARDS#120123-DUCT SEALING		51-510-56-00-5620	17.67
			02	COMPOUND, USB CABLE		** COMMENT **	
			03	MENARDS#120423-BATTERIES,		51-510-56-00-5620	33.26
			04	ANCHORS		** COMMENT **	
			05	MENARDS#121523-OIL DRY		51-510-56-00-5628	23.97

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900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24		
	012524-P.SCODRO	12/31/23	06	NAPA#355130-FILTERS		51-510-56-00-5628	7.28
			07	NAPA#355257-OIL		51-510-56-00-5628	29.99
			08	MENARDS#121823-PLYWOOD		51-510-56-00-5620	90.00
			09	LYON CAR WASH-CAR WASH		51-510-56-00-5628	12.00
						INVOICE TOTAL:	214.17 *
	012524-R.CONARD	12/31/23	01	BRIDGE ST AUTO-ALIGNMENT		51-510-54-00-5490	162.20
			02	FLATSOS#29869-4 NEW TIRES		51-510-54-00-5490	1,201.72
			03	MENARDS#121123-CONTRACTOR		51-510-56-00-5620	71.42
			04	BAGS, FIELD BOX, TUBE BENDER,		** COMMENT **	
			05	TUBE CUTTER, FLARE NUTS		** COMMENT **	
						INVOICE TOTAL:	1,435.34 *
	012524-R.FREDRICKSON	12/31/23	01	IGFOA-MEMBERSHIP RENEWAL		01-120-54-00-5460	170.00
			02	IGFOA-PAID LEAVE FOR ALL		01-120-54-00-5412	20.00
			03	WORKERS WEBINAR		** COMMENT **	
			04	COMCAST-11/13-12/12 INTERNET		51-510-54-00-5440	116.85
			05	AT 610 TOWER PLANT		** COMMENT **	
			06	GFOA-ART OF BUDGET		01-120-54-00-5412	315.00
			07	COMMUNICATIONS WEBINAR		** COMMENT **	
			08	COMCAST-11/15-12/14 INTERNET		79-795-54-00-5440	200.80
			09	AND CABLE AT 102 VAN EMMON		** COMMENT **	
			10	COMCAST-11/29-12/28 INTERNET,		79-790-54-00-5440	253.32
			11	CABLE & VOICE AT 185 WOLF		** COMMENT **	
			12	COMCAST-11/30-12/29 INTERNET		52-520-54-00-5440	31.58
			13	AT 610 TOWER		** COMMENT **	
			14	COMCAST-11/30-12/29 INTERNET		51-510-54-00-5440	78.95
			15	AT 610 TOWER		** COMMENT **	
			16	COMCAST-11/30-12/29 INTERNET		01-410-54-00-5440	126.32
			17	AT 610 TOWER		** COMMENT **	
			18	CHIPOTLE-RETIREMENT LUNCH FOR		01-120-56-00-5610	242.48
			19	DYON		** COMMENT **	
			20	NEWTEK-12/11-1/11 WEB HOSTING		01-640-54-00-5450	17.21
						INVOICE TOTAL:	1,572.51 *
	012524-R.HORNER	12/31/23	01	FIRST PLACE-TRENCHER, TAMPER		79-790-54-00-5485	524.40
			02	IPRA-CERTIFIED PLAYGROUND		79-790-54-00-5412	554.00
			03	SAFETY INSPECTOR TRAINING		** COMMENT **	
			04	MENARDS#120123-STEEL FISH TAP		79-790-56-00-5630	49.45
			05	MENARDS#120123-SHIMS,		79-790-56-00-5640	24.10
			06	PESTBLOCK, CUTTING WHEEL		** COMMENT **	
						INVOICE TOTAL:	1,151.95 *
	012524-R.MIKOLASEK	12/31/23	01	IACP-ILEAP ACCREDITATION		01-210-54-00-5460	800.00
			02	PACE-ANNUAL SCHEDULER		01-210-54-00-5462	2,310.00

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900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24		
	012524-R.MIKOLASEK	12/31/23	03	SOFTWARE RENEWAL		** COMMENT **	
			04	ILEAS-ANNUAL CONFERENCE		01-210-54-00-5412	350.00
			05	REGISTRATION FOR 2 STAFF		** COMMENT **	
			06	PHYSICIANS CARE-2 NEW EMPLOYEE		01-210-54-00-5411	995.40
			07	EXAMS		** COMMENT **	
						INVOICE TOTAL:	4,455.40 *
	012524-S.AUGUSTINE	12/31/23	01	AMAZON-DEPOSIT STAMP		82-820-56-00-5610	16.99
			02	AMAZON-BOOK		84-840-56-00-5686	20.29
			03	AMAZON-PENCIL SHARPENER,		82-000-24-00-2480	257.75
			04	CART, EARBUDS		** COMMENT **	
			05	DELL-ADAPTABLE POWER SERVER		82-820-56-00-5635	3,000.00
			06	DELL-ADAPTABLE POWER SERVER		84-840-56-00-5635	2,049.00
			07	AMAZON-HOLIDAY PROGRAM		82-000-24-00-2480	10.89
			08	SUPPLIES		** COMMENT **	
			09	FOX VALLEY FIRE-FIRE ALARM		82-820-54-00-5495	939.00
			10	ANNUAL SERVICE		** COMMENT **	
			11	TARGET-THROWS, CARD PACKS		82-820-56-00-5676	57.96
			12	AMAZON-REPORT COVERS		82-000-24-00-2480	21.99
			13	LIBRARIES FIRST-MUSEUM		82-820-54-00-5460	100.00
			14	ADVENTURE PASS FOR 2024		** COMMENT **	
			15	AMAZON MONTHLY PRIME FEE		82-820-54-00-5460	14.99
			16	AMPERAGE-LAMPS		82-820-56-00-5621	74.25
			17	AMAZON-PARKING PERMIT HOLDERS		82-820-56-00-5620	41.93
			18	QUILL-TAPE		82-820-56-00-5610	39.82
			19	AMAZON-CLEAR PERMIT HOLDERS		82-820-56-00-5620	61.85
			20	AMAZON-CERTIFICATE HOLDERS		82-820-56-00-5620	72.73
			21	SMITHEREEN-PEST CONTROL		82-820-54-00-5462	87.00
						INVOICE TOTAL:	6,866.44 *
	012524-S.IWANSKI	12/31/23	01	YORKVILLE POST-POSTAGE		82-820-54-00-5452	272.63
						INVOICE TOTAL:	272.63 *
	012524-S.REDMON	12/31/23	01	WALMART-LAWN GAMES		79-795-56-00-5606	139.98
			02	AMAZON-SHIPPING DELAY REFUND		79-795-56-00-5606	-13.52
			03	WALMART-PRESCHOOL SUPPLIES		79-795-56-00-5606	42.76
			04	AMAZON-CRAFT SUPPLIES		79-795-56-00-5606	157.40
			05	SMITHEREEN-NOV 2023 PEST		79-790-54-00-5462	97.00
			06	CONTROL		** COMMENT **	
			07	ARNESON#243856-NOV 2023 GAS		79-790-56-00-5695	757.93
			08	ARNESON#237213-NOV 2023 GAS		79-790-56-00-5695	787.44
			09	ARNESON#237218-NOV 2023 DIESEL		79-790-56-00-5695	429.32
			10	AMPERAGE#6585-2014397-BUSHING,		25-225-60-00-6010	1,003.18
			11	NIPPLES, LOCKNUTS, LOAD CENTE		** COMMENT **	
			12	AMPERAGE#6585-2013200-PHOTOCEL		79-790-56-00-5640	117.15

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900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24		
	012524-S.REDMON	12/31/23	13	WURTH-SAFTEY EQUIPMENT		79-790-56-00-5620	448.22
			14	AMAZON-STACKABLE BOXES		79-795-56-00-5606	74.99
			15	WALMART-PRESCHOOL SUPPLIES		79-795-56-00-5606	49.27
			16	AT&T-11/24-12/23 TOWN SQUARE		79-795-54-00-5440	104.70
			17	PARK SIGN INTERNET		** COMMENT **	
			18	AMAZON-PLAY SAND		79-795-56-00-5606	33.95
			19	ARNESON#238105-OCT 2023 DIESEL		79-790-56-00-5695	67.02
			20	ARNESON#242734-NOV 2023 GAS		79-790-56-00-5695	135.01
			21	ARNESON#242006-NOV 2023 GAS		79-790-56-00-5695	179.78
			22	ARNESON#242735-NOV 2023 DIESEL		79-790-56-00-5695	235.62
			23	IPRA-2024 CONFERENCE		79-795-54-00-5412	365.00
			24	REGISTRATION-REMUS		** COMMENT **	
			25	IPRA-2024 CONFERENCE		79-795-54-00-5412	365.00
			26	REGISTRATION-GALAUNER		** COMMENT **	
			27	IPRA-2024 CONFERENCE		79-795-54-00-5412	365.00
			28	REGISTRATION-REDMON		** COMMENT **	
			29	IPRA-2024 CONFERENCE		79-795-54-00-5412	365.00
			30	REGISTRATION-EVANS		** COMMENT **	
			31	ARNESON#235393-NOV 2023 GAS		79-790-56-00-5695	909.37
			32	AMAZON-PLAY SAND		79-795-56-00-5606	68.91
			33	AMAZON-BOOKS FOR GIFTS		79-795-56-00-5606	253.63
			34	FUN EXPRESS-CRAFT SUPPLIES		79-795-56-00-5606	60.43
			35	STEVENS-POLO & JACKET-GREGORY		79-795-56-00-5606	78.98
			36	STEVENS-SHIRTS,HOODIE,JACKET-		79-795-56-00-5606	149.98
			37	SENDRA		** COMMENT **	
			38	STEVENS-PRESCHOOL PARENT SHIRT		79-795-56-00-5606	126.00
			39	MENARDS#121223-CLEANING		79-795-56-00-5606	50.89
			40	SUPPLIES		** COMMENT **	
			41	WALMART-PRESCHOOL SNACKS		79-795-56-00-5606	263.78
			42	RUNCO-PAPER, ENVELOPES		79-795-56-00-5610	180.57
			43	RUNCO-PAPER		79-795-56-00-5610	91.98
			44	ROSATIS-PRESCHOOL STAFF LUNCH		79-795-56-00-5606	80.41
			45	TARGET-COOKIES		79-795-56-00-5606	136.00
			46	QUADIENT-JAN-APR 2024 POSTAGE		79-795-54-00-5485	69.42
			47	MACHINE LEASE		** COMMENT **	
			48	ARNESON#242789-DEC 2023 GAS		79-790-56-00-5695	236.28
			49	ARNESON#235532-DEC 2023 GAS		79-790-56-00-5695	424.49
			50	AMAZON-PRESCHOOL SUPPLIES		79-795-56-00-5606	46.96
			51	JACKSON-HIRSH-LAMINATING		79-795-56-00-5610	86.11
			52	SUPPLIES		** COMMENT **	
						INVOICE TOTAL:	9,621.39 *
	012524-S.REMUS	12/31/23	01	TARGET-SERVING TRAYS, BOWLS		79-795-56-00-5606	102.00
			02	DUNKIN-DONUTS, COFFEE		79-795-56-00-5606	40.57
			03	DUNKIN-DONUTS, COFFEE		79-795-56-00-5606	40.57
						INVOICE TOTAL:	183.14 *

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900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24		
	012524-S.SENDRA	12/31/23	01	DOLLAR TREE-TABLE COVERS		79-795-56-00-5606	7.50
			02	WALMART-HOLIDAY CELEBRATION		79-795-56-00-5606	45.18
			03	SUPPLIES		** COMMENT **	
			04	AMERICAN RED CROSS-BLOODBORNE		79-795-54-00-5412	35.00
			05	PATHOGENS TRAINING		** COMMENT **	
			06	AMAZON-CRAFT SUPPLIES		79-795-56-00-5606	123.02
						INVOICE TOTAL:	210.70 *
	012524-S.SLEEZER	12/31/23	01	MENARDS#122223-CONCRETE MIX		25-225-60-00-6010	234.88
			02	MENARDS#122123-OIL, DRILL BITS		25-225-60-00-6010	250.84
			03	POLE SAW		** COMMENT **	
			04	GROUND EFFECTS-PLAYMAT		25-225-60-00-6010	1,504.00
			05	MENARDS#121923-WIRE, GLITTER		79-790-56-00-5620	43.13
			06	SPRAY, WALL ART, GIFT WRAP,		** COMMENT **	
			07	PICTURE STRIPS		** COMMENT **	
			08	MENARDS#12123-POLEBARN SCREWS		79-790-56-00-5640	43.89
			09	MENARDS#120723-PHONE CORD,		79-790-56-00-5640	47.88
			10	POLEBARN SCREWS		** COMMENT **	
						INVOICE TOTAL:	2,124.62 *
	012524-S.STROUP	12/31/23	01	AURORA UNIVERSITY-FALL TUITION		01-210-54-00-5410	1,206.00
						INVOICE TOTAL:	1,206.00 *
	012524-T.HOULE	12/31/23	01	ROCK AUTO-HEADLAMP ASSEMBLY		79-790-56-00-5640	341.78
			02	AMAZON-MARKER LIGHT		79-790-56-00-5640	16.24
			03	AMAZON-DRIVEWAY MARKERS		79-790-56-00-5620	129.98
			04	MENARDS#120723-GAP FILLER,		79-790-56-00-5640	116.62
			05	CONCRETE MIX		** COMMENT **	
			06	MENARDS#121123-BRACE BANDS		79-790-56-00-5640	17.22
			07	AMAZON-RADIATOR HOOD GRILLE		79-790-56-00-5640	199.00
						INVOICE TOTAL:	820.84 *
	012524-T.MILSCHEWSKI	12/31/23	01	MENARDS#121823-VINEGAR,		24-216-56-00-5656	17.25
			02	TWIST LOK STEEL POLE		** COMMENT **	
			03	HOME DEPO-PAINTING SUPPLIES		24-216-56-00-5656	24.93
			04	HOME DEPO-EXTENSION CORDS		24-216-56-00-5656	4.50
			05	MENARDS#120423-LUBE, ROPE, OIL		24-216-56-00-5656	39.95
			06	HOME DEPO-ICE MELT, HANGING		24-216-56-00-5656	239.26
			07	STRIPS		** COMMENT **	
						INVOICE TOTAL:	325.89 *
	012524-T.SCOTT	12/31/23	01	MENARDS#120123-DRYWALL BAGS		79-790-56-00-5620	19.78
			02	MENARDS#120723-PADLOCKS, DRILL		79-790-56-00-5630	90.83
			03	BITS		** COMMENT **	
			04	MENARDS#112923-CAUTION TAPE		79-790-56-00-5620	19.97

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900142	FNBO FIRST NATIONAL BANK OMAHA				01/25/24				
	012524-T.SCOTT	12/31/23	05	MENARDS#112823-CAR WASH		79-790-56-00-5620	34.94		
			06	SUPPLIES		** COMMENT **			
			07	MENARDS#121823-CONCRETE MIX		25-225-60-00-6010	234.88		
			08	FIRST PLACE-TAMPER		79-790-54-00-5485	156.18		
						INVOICE TOTAL:	556.58	*	
	012524-UCOY	12/31/23	01	DELL-2024 MICROSOFT LICENSING		01-640-54-00-5450	25,631.88		
						INVOICE TOTAL:	25,631.88	*	
						CHECK TOTAL:			93,684.14
						TOTAL AMOUNT PAID:			93,684.14

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540010	AACVB AURORA AREA CONVENTION						
	10/23-HOLIDAY	01/15/24	01	OCT 2023 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		6,819.97
					INVOICE TOTAL:		6,819.97 *
	11/23-HOLIDAY	01/15/24	01	NOV 2023 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		5,896.27
					INVOICE TOTAL:		5,896.27 *
	12/23-ALL	01/15/24	01	DEC 2023 ALL SEASON HOTEL TAX	01-640-54-00-5481		31.23
					INVOICE TOTAL:		31.23 *
	12/23-HAMPTON	01/29/24	01	DEC 2023 HAMPTON INN HOTEL TAX	01-640-54-00-5481		2,547.08
					INVOICE TOTAL:		2,547.08 *
	12/23-SUNSET	01/22/24	01	DEC 2023 SUNSET HOTEL TAX	01-640-54-00-5481		19.80
					INVOICE TOTAL:		19.80 *
	12/23-SUPER	01/19/24	01	DEC 2023 SUPER 8 HOTEL TAX	01-640-54-00-5481		959.78
					INVOICE TOTAL:		959.78 *
					CHECK TOTAL:		16,274.13
540011	ALTORFER ALTORFER INDUSTRIES, INC						
	TM500494108	01/03/24	01	INSTALLED NEW WINDSHIELD,	01-410-54-00-5490		5,380.21
			02	REPLACED FAILED RELAY, CLEANED	** COMMENT **		
			03	BOOM CIRCUIT	** COMMENT **		
					INVOICE TOTAL:		5,380.21 *
					CHECK TOTAL:		5,380.21
540012	ANDERSJA JARED ANDERSON						
	020124	02/01/24	01	JAN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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540012	ANDERSJA	JARED ANDERSON						
	CDL-2024		01/16/24	01	CDL LICENSE REIMBURSEMENT	79-790-56-00-5620		51.13
						INVOICE TOTAL:		51.13 *
						CHECK TOTAL:		96.13
540013	BARCA	BARCA ENTERPRISES, INC.						
	300220		12/19/23	01	2023 USAGE OF OFFENDER	01-210-54-00-5462		330.00
				02	REGISTRATION SYSTEM	** COMMENT **		
						INVOICE TOTAL:		330.00 *
						CHECK TOTAL:		330.00
540014	BATTERYS	BATTERY SERVICE CORPORATION						
	0105960		01/11/24	01	12V BATTERY	01-410-56-00-5628		109.50
						INVOICE TOTAL:		109.50 *
						CHECK TOTAL:		109.50
540015	BEEBED	DAVID BEEBE						
	012724		01/27/24	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:		100.00 *
						CHECK TOTAL:		100.00
540016	BKFD	BRISTOL KENDALL FIRE DEPART.						
	013124-LC		02/01/24	01	NOV 2023-JAN 2024 DEVELOPMENT	95-000-24-00-2452		60,020.00
				02	FEES	** COMMENT **		
						INVOICE TOTAL:		60,020.00 *
						CHECK TOTAL:		60,020.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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D003278	BLYSTONB	BOBBIE BLYSTONE							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	01-110-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D003279	BROWND	DAVID BROWN							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	51-510-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
540017	CALLONE	PEERLESS NETWORK, INC							
	28033-NORTEL		07/15/23	01	07/15-08/14 CITY HALL NORTEL	01-110-54-00-5440		2,371.24	
				03	07/15-08/14 CITY HALL NORTEL	51-510-54-00-5440		1,185.62	
						INVOICE TOTAL:		3,556.86	*
	39804		12/15/23	01	11/15-12/14 ADMIN LINES	01-110-54-00-5440		223.64	
				02	11/15-12/14 POLICE LINES	01-210-54-00-5440		572.38	
				03	11/15-12/14 PUBLIC WORKS LINES	51-510-54-00-5440		5,495.77	
				04	11/15-12/14 SEWER DEPT LINES	52-520-54-00-5440		241.36	
				05	11/15-12/14 RECREATION LINES	79-795-54-00-5440		240.66	
				06	11/15-12/14 TRAFFIC SIGNAL	01-410-54-00-5435		63.84	
				07	MAINTENANCE ** COMMENT **				
						INVOICE TOTAL:		6,837.65	*
						CHECK TOTAL:			10,394.51
540018	CAMBRIA	CAMBRIA SALES COMPANY INC.							
	43685		01/09/24	01	PAPER TOWEL	52-520-56-00-5620		108.54	
						INVOICE TOTAL:		108.54	*

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	84-840	LIBRARY CAPITAL
				87-870	COUNTRYSIDE TIF
				88-880	DOWNTOWN TIF
				89-890	DOWNTOWN II TIF
				90-XXX	DEVELOPER ESCROW
				95-000	ESCROW DEPOSIT

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540018	CAMBRIA	CAMBRIA SALES COMPANY INC.							
	43695		01/22/94	01	PAPER TOWEL	79-790-56-00-5620		108.54	
						INVOICE TOTAL:		108.54	*
						CHECK TOTAL:		217.08	
540019	CARGILL	CARGILL, INC							
	2909003276		01/10/24	01	DEICER SALT	15-155-56-00-5618		2,051.01	
						INVOICE TOTAL:		2,051.01	*
	2909007777		01/11/24	01	DEICER SALT	15-155-56-00-5618		34,439.30	
						INVOICE TOTAL:		34,439.30	*
	2909012629		01/12/24	01	DEICER SALT	15-155-56-00-5618		2,039.92	
						INVOICE TOTAL:		2,039.92	*
	2909023078		01/16/24	01	DEICER SALT	15-155-56-00-5618		2,024.86	
						INVOICE TOTAL:		2,024.86	*
						CHECK TOTAL:		40,555.09	
540020	CENTRALL	CENTRAL LIMESTONE COMPANY, INC							
	36500		01/03/24	01	GRAVEL	51-510-56-00-5640		681.43	
						INVOICE TOTAL:		681.43	*
						CHECK TOTAL:		681.43	
540021	COMED	COMMONWEALTH EDISON							
	0435057364-0124		01/25/24	01	12/22-01/25 RT126 7 SCHLHS RD	23-230-54-00-5482		175.14	
						INVOICE TOTAL:		175.14	*
	6819027011-1223		01/04/24	01	11/22-12/28 PR BUILDINGS	79-795-54-00-5480		2,793.82	
						INVOICE TOTAL:		2,793.82	*
						CHECK TOTAL:		2,968.96	

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D003280	CONARDR	RYAN CONARD							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	51-510-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
540022	COREMAIN	CORE & MAIN LP							
	U175857		01/08/24	01	6BR UPPER STEM	51-510-56-00-5640		135.15	
						INVOICE TOTAL:		135.15	*
	U192676		01/08/24	01	REPROGRAMED METER, GASKETS	51-510-56-00-5664		3,768.08	
						INVOICE TOTAL:		3,768.08	*
						CHECK TOTAL:			3,903.23
540023	DAVISK	KYLE DAVIS							
	121923-PER DIEM		12/19/23	01	FIELD TRAINING REFRESHER	01-210-54-00-5415		40.00	
				02	COURSE MEAL PER DIEMS ** COMMENT **				
						INVOICE TOTAL:		40.00	*
						CHECK TOTAL:			40.00
540024	DELAGE	DLL FINANCIAL SERVICES INC							
	81813809		01/16/24	01	MAR 2024 MANAGED PRINT SERVICE	01-110-54-00-5485		112.33	
				02	MAR 2024 MANAGED PRINT SERVICE	01-120-54-00-5485		37.44	
				03	MAR 2024 MANAGED PRINT SERVICE	01-210-54-00-5485		112.33	
				04	MAR 2024 MANAGED PRINT SERVICE	51-510-54-00-5485		50.18	
				05	MAR 2024 MANAGED PRINT SERVICE	52-520-54-00-5485		12.36	
				06	MAR 2024 MANAGED PRINT SERVICE	01-410-54-00-5485		12.36	
						INVOICE TOTAL:		337.00	*
						CHECK TOTAL:			337.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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D003281	DHUSEE DHUSE, ERIC							
	020124	02/01/24	01	JAN 2024 MOBILE EMAIL	51-510-54-00-5440		15.00	
			02	REIMBURSEMENT	** COMMENT **			
			03	JAN 2024 MOBILE EMAIL	52-520-54-00-5440		15.00	
			04	REIMBURSEMENT	** COMMENT **			
			05	JAN 2024 MOBILE EMAIL	01-410-54-00-5440		15.00	
			06	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:			45.00
540025	DIETERG GARY M. DIETER							
	012024	01/20/24	01	REFEREE	79-795-54-00-5462		250.00	
					INVOICE TOTAL:		250.00	*
					CHECK TOTAL:			250.00
540026	DIRECT MARLO, INC							
	12532	01/30/24	01	ADA PHOTOPOLYMER SIGN	24-216-56-00-5656		205.00	
					INVOICE TOTAL:		205.00	*
					CHECK TOTAL:			205.00
540027	DIRENRGY DIRECT ENERGY BUSINESS							
	1704706-240050053401	01/05/23	01	11/29-01/24 RT34 & BEECHER	23-230-54-00-5482		145.82	
					INVOICE TOTAL:		145.82	*
	1704707-240230053534	01/23/24	01	12/14-01/18 RT47 & KENNEDY	23-230-54-00-5482		1,432.09	
					INVOICE TOTAL:		1,432.09	*
	1704712-240250053556	01/25/24	01	12/19-01/22 421 POPLAR	23-230-54-00-5482		9,387.43	
					INVOICE TOTAL:		9,387.43	*

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540027	DIRENRGY DIRECT ENERGY BUSINESS						
	1704715-240250053556	01/25/24	01	12/19-01/22 998 WHITE PLAINS	23-230-54-00-5482		11.74
					INVOICE TOTAL:		11.74 *
	1704717-240170053489	01/17/24	01	12/11-01/11 RT47	23-230-54-00-5482		62.23
					INVOICE TOTAL:		62.23 *
	1704718-240090053427	01/09/24	01	12/04-01/085 RT34 & CANNONBALL	23-230-54-00-5482		19.86
					INVOICE TOTAL:		19.86 *
	1704724-240220053526	01/22/24	01	12/19-01/17 3299 LEHMAN	51-510-54-00-5480		8,240.95
					INVOICE TOTAL:		8,240.95 *
					CHECK TOTAL:		19,300.12
D003282	DLK DLK, LLC						
	273	01/29/24	01	JAN 2024 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,750.00
			02	HOURS	** COMMENT **		
					INVOICE TOTAL:		9,750.00 *
					DIRECT DEPOSIT TOTAL:		9,750.00
540028	DONOVANM MICHAEL DONOVAN						
	020124	02/01/24	01	JAN 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
540029	DRHCAMBR DR HORTON-MIDWEST						
	20221355-3752 BISSEL	01/24/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540029	DRHCAMBR	DR HORTON-MIDWEST							
	20221358-3758	BISSEL	01/24/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00	
						INVOICE TOTAL:		5,000.00	*
						CHECK TOTAL:		10,000.00	
540030	DUTEK	THOMAS & JULIE FLETCHER							
	1022460		01/16/24	01	FITTINGS	01-410-56-00-5628		108.00	
						INVOICE TOTAL:		108.00	*
						CHECK TOTAL:		108.00	
540031	DYNEGY	DYNEGY ENERGY SERVICES							
	386643524011		01/29/24	01	11/27-12/27 420 FAIRHAVEN	52-520-54-00-5480		136.70	
				02	11/28-12/28 6780 RT47	51-510-54-00-5480		157.90	
				03	12/27-01/25 456 KENNEDY	51-510-54-00-5480		211.74	
				04	12/11-01/11 4600 N BRIDGE	51-510-54-00-5480		124.16	
				05	12/22-01/24 1106 PRAIRIE CR	52-520-54-00-5480		178.23	
				06	12/27-01/25 301 E HYDRAULIC	79-795-54-00-5480		66.26	
				07	11/29-01/11 FOXHILL 7 LIFT	52-520-54-00-5480		106.24	
				08	12/22-01/24 872 PRAIRIE CR	79-795-54-00-5480		109.97	
				09	12/11-01/11 9257 GALENA PARK	79-795-54-00-5480		51.39	
				10	11/27-12/27 101 BRUELL ST	52-520-54-00-5480		444.66	
				11	12/22-01/24 1908 RAINTREE	51-510-54-00-5480		402.61	
				12	12/27-01/25 PRESTWIK LIFT	52-520-54-00-5480		171.48	
				13	12/27-01/25 1991 CANNONBALL TR	51-510-54-00-5480		421.83	
				14	11/27-12/27 610 TOWER LN	51-510-54-00-5480		346.04	
				15	12/27-01/25 276 WINDHAM LIFT	52-520-54-00-5480		183.36	
				16	12/27-01/25 133 E HYDRAULIC	79-795-54-00-5480		222.45	
				17	11/27-12/27 1975 BRIDGE LIFT	52-520-54-00-5480		624.51	
						INVOICE TOTAL:		3,959.53	*
						CHECK TOTAL:		3,959.53	

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	84-840	LIBRARY CAPITAL
				87-870	COUNTRYSIDE TIF
				88-880	DOWNTOWN TIF
				89-890	DOWNTOWN II TIF
				90-XXX	DEVELOPER ESCROW
				95-000	ESCROW DEPOSIT

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540032	EEI / ENGINEERING ENTERPRISES, INC.							
	39308	01/29/24	01	BRISTOL BAY-UNIT 13	90-179-00-00-0111		527.50	
					INVOICE TOTAL:		527.50	*
	79287	01/29/24	01	NORTH RT 47 IMPROVMENTS	01-640-54-00-5465		495.50	
					INVOICE TOTAL:		495.50	*
	79288	01/29/24	01	SOUTH RT47 IMPROVEMENTS	01-640-54-00-5465		2,276.50	
					INVOICE TOTAL:		2,276.50	*
	79289	01/29/24	01	TRAFFIC CONTROL SIGNAGE &	01-640-54-00-5465		445.50	
			02	MARKINGS	** COMMENT **			
					INVOICE TOTAL:		445.50	*
	79290	01/29/24	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		474.00	
					INVOICE TOTAL:		474.00	*
	79291	01/29/24	01	PRESTWICK	01-640-54-00-5465		2,014.00	
					INVOICE TOTAL:		2,014.00	*
	79292	01/29/24	01	GRANDE RESERVE-UNIT 8	01-640-54-00-5465		754.00	
					INVOICE TOTAL:		754.00	*
	79293	01/29/24	01	WINDETT RIDGE-UNIT 2	90-048-48-00-0111		584.75	
					INVOICE TOTAL:		584.75	*
	79294	01/29/24	01	WHISPERING MEADOWS-TRG	01-640-54-00-5465		3,968.00	
					INVOICE TOTAL:		3,968.00	*
	79295	01/29/24	01	GRANDE RESERVE-UNIT 3	01-640-54-00-5465		1,792.50	
					INVOICE TOTAL:		1,792.50	*
	79296	01/29/24	01	GRANDE RESERVE-UNITS 26 & 27	90-147-00-00-0111		582.50	
					INVOICE TOTAL:		582.50	*
	79297	01/29/24	01	GRANDE RESERVE-UNIT 7	01-640-54-00-5465		322.00	
					INVOICE TOTAL:		322.00	*

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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540032	EEI / ENGINEERING ENTERPRISES, INC.							
	79298	01/29/24	01	GRANDE RESERVE-UNITS 15 & 22	01-640-54-00-5465		4,038.00	
					INVOICE TOTAL:		4,038.00	*
	79299	01/29/24	01	KENDALL MARKET PLACE-LOT 52	90-154-00-00-0111		167.00	
			02	PHASE 2 & 3 RESUB	** COMMENT **			
					INVOICE TOTAL:		167.00	*
	79300	01/29/24	01	GRANDE RESERVE-UNIT 20	01-640-54-00-5465		1,426.50	
					INVOICE TOTAL:		1,426.50	*
	79301	01/29/24	01	GRANDE RESERVE-UNIT 9	01-640-54-00-5465		248.00	
					INVOICE TOTAL:		248.00	*
	79302	01/29/24	01	BRIGHT FARMS	90-173-00-00-0111		2,305.00	
					INVOICE TOTAL:		2,305.00	*
	79303	01/29/24	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111		721.50	
					INVOICE TOTAL:		721.50	*
	79304	01/29/24	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		281.00	
					INVOICE TOTAL:		281.00	*
	79305	01/29/24	01	NORTH CENTRAL EWST REHAB	51-510-60-00-6015		1,607.25	
					INVOICE TOTAL:		1,607.25	*
	79306	01/29/24	01	LAKE MICHIGAN ALLOCATION	51-510-60-00-6011		18,288.00	
			02	PERMIT APPLICATION	** COMMENT **			
					INVOICE TOTAL:		18,288.00	*
	79307	01/29/24	01	LSL INVENTORY	01-640-54-00-5465		3,566.50	
					INVOICE TOTAL:		3,566.50	*
	79309	01/29/24	01	GREEN DOOR-LP	90-191-00-00-0111		2,031.50	
					INVOICE TOTAL:		2,031.50	*

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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540032	EEI / ENGINEERING ENTERPRISES, INC.							
	79310	01/29/24	01	KENNEDY RD & FREEDON PLACE	23-230-60-00-6087		2,734.50	
			02	INTERSECTION IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		2,734.50	*
	79311	01/29/24	01	CALEDONIA-UNIT 3	90-188-00-00-0111		2,704.00	
					INVOICE TOTAL:		2,704.00	*
	79312	01/29/24	01	GENERAL LAKE MICHIGAN/DWC	01-640-54-00-5465		1,434.00	
			02	COORDINATION	** COMMENT **			
					INVOICE TOTAL:		1,434.00	*
	79313	01/29/24	01	BRISTOL BAY-UNIT 10	90-186-00-00-0111		1,067.50	
					INVOICE TOTAL:		1,067.50	*
	79314	01/29/24	01	BRISTOL BAY-UNIT 12	90-186-00-00-0111		946.00	
					INVOICE TOTAL:		946.00	*
	79315	01/29/24	01	STATION 1 BBQ	90-185-00-00-0111		1,169.75	
					INVOICE TOTAL:		1,169.75	*
	79316	01/29/24	01	GRANDE RESERVE-UNIT 4	01-640-54-00-5465		1,728.25	
					INVOICE TOTAL:		1,728.25	*
	79317	01/29/24	01	GRANDE RESERVE-UNIT 6	01-640-54-00-5465		2,039.75	
					INVOICE TOTAL:		2,039.75	*
	79318	01/29/24	01	LAKE MICHIGAN	51-510-60-00-6011		1,066.75	
			02	CONNECTION-CORROSION CONTROL	** COMMENT **			
			03	STUDY	** COMMENT **			
					INVOICE TOTAL:		1,066.75	*
	79319	01/29/24	01	NEW LEAF ENERGY	90-196-00-00-0111		1,027.50	
					INVOICE TOTAL:		1,027.50	*
					CHECK TOTAL:		64,835.00	

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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540033	EEI	ENGINEERING ENTERPRISES, INC.							
	79320		01/29/24	01	2023 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		15,644.50	
						INVOICE TOTAL:		15,644.50	*
						CHECK TOTAL:		15,644.50	
540034	EEI	ENGINEERING ENTERPRISES, INC.							
	79321		01/29/24	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		2,278.75	
						INVOICE TOTAL:		2,278.75	*
	79322		01/29/24	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
						INVOICE TOTAL:		1,900.00	*
	79323		01/29/24	01	WELL #10 AND RAW WATER MAIN	51-510-60-00-6029		29,940.25	
						INVOICE TOTAL:		29,940.25	*
	79324		01/29/24	01	2023 SANITARY SEWER LINING-	52-520-60-00-6025		626.50	
				02	DESIGN & CONSTRUCTION	** COMMENT **			
						INVOICE TOTAL:		626.50	*
	79325		01/29/24	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		8,603.50	
						INVOICE TOTAL:		8,603.50	*
	79326		01/29/24	01	2024 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		13,474.96	
						INVOICE TOTAL:		13,474.96	*
	79327		01/29/24	01	KENDALL COUNTY BUILDING-FOX ST	01-640-54-00-5465		1,232.50	
						INVOICE TOTAL:		1,232.50	*
	79328		01/29/24	01	ELDAMAIN WATER MAIN LOOP-LP	51-510-60-00-6024		24,394.14	
						INVOICE TOTAL:		24,394.14	*
	79329		01/29/24	01	CORNEILS SANITARY SEWER-LP	52-520-60-00-6024		666.81	
						INVOICE TOTAL:		666.81	*

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL		

84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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540034	EEI — ENGINEERING ENTERPRISES, INC.						
	79330	01/29/24	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		408.00
			02	CONNECTION	** COMMENT **		
					INVOICE TOTAL:		408.00 *
	79331	01/29/24	01	QUIK TRIP GAS STATION	90-208-00-00-0111		2,722.00
					INVOICE TOTAL:		2,722.00 *
	79332	01/29/24	01	DWC TRANSMISSION MAIN	51-510-60-00-6011		4,635.00
					INVOICE TOTAL:		4,635.00 *
	79333	01/29/24	01	1203 N BRIDGE ST-GERBER	90-214-00-00-0111		443.00
					INVOICE TOTAL:		443.00 *
	79334	01/29/24	01	WELL #7 WTP STANDBY GENERATOR	51-510-60-00-6060		525.45
					INVOICE TOTAL:		525.45 *
	79335	01/29/24	01	DOWNTOWN RIVERWALK-FEASIBILITY	01-640-54-00-5465		1,485.00
			02	STUDY	** COMMENT **		
					INVOICE TOTAL:		1,485.00 *
	79336	01/29/24	01	LOT 1-FOUNTAIN VILLAGE	90-211-00-00-0111		170.50
					INVOICE TOTAL:		170.50 *
	79337	01/29/24	01	2024 ROAD PROGRAM	23-230-60-00-6025		23,797.20
					INVOICE TOTAL:		23,797.20 *
	79338	01/29/24	01	FY 2025 BUDGET	01-640-54-00-5465		3,807.75
					INVOICE TOTAL:		3,807.75 *
	79339	01/29/24	01	LAKE MICHIGAN-WIFIA LOAN	51-510-60-00-6011		6,725.28
			02	APPLICATION	** COMMENT **		
					INVOICE TOTAL:		6,725.28 *
	79340	01/29/24	01	NEXAMP SOLAR	90-212-00-00-0111		532.50
					INVOICE TOTAL:		532.50 *
					CHECK TOTAL:		128,369.09

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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540035	EJEQUIP	EJ EQUIPMENT							
	P11431		01/22/24	01	8" ULTRA HOSE	52-520-56-00-5628		430.50	
						INVOICE TOTAL:		430.50	*
						CHECK TOTAL:		430.50	
D003283	EVANST	TIM EVANS							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-790-54-00-5440		22.50	
				02	REIMBURSEMENT	** COMMENT **			
				03	JAN 2024 MOBILE EMAIL	79-795-54-00-5440		22.50	
				04	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
540036	FIRSTNON	FIRST NONPROFIT UNEMPLOYEMENT							
	122719N-010124		01/01/24	01	1ST QTR 2024 UNEMPLOY INS	01-640-52-00-5230		4,963.02	
				02	1ST QTR 2024 UNEMPLOY INS-PR	01-640-52-00-5230		1,257.69	
				03	1ST QTR 2024 UNEMPLOY INS	82-820-52-00-5230		386.98	
				04	1ST QTR 2024 UNEMPLOY INS	51-510-52-00-5230		612.40	
				05	1ST QTR 2024 UNEMPLOY INS	52-520-52-00-5230		322.16	
						INVOICE TOTAL:		7,542.25	*
						CHECK TOTAL:		7,542.25	
540037	FISCHER	FISCHER EXCAVATING, INC							
	011624-3		01/16/24	01	ENGINEERS PAYMENT 3-CORNEILS	52-520-60-00-6092		441,389.71	
				02	ROAD INTERCEPTOR SEWER	** COMMENT **			
						INVOICE TOTAL:		441,389.71	*
						CHECK TOTAL:		441,389.71	
540038	FOXVALLE	FOX VALLEY TROPHY & AWARDS							

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	84-840	LIBRARY CAPITAL
				87-870	COUNTRYSIDE TIF
				88-880	DOWNTOWN TIF
				89-890	DOWNTOWN II TIF
				90-XXX	DEVELOPER ESCROW
				95-000	ESCROW DEPOSIT

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540038	FOXVALLE	FOX VALLEY TROPHY & AWARDS						
	T24		01/18/24	01	BOYS BASKETBALL MEDALS	79-795-56-00-5606		812.50
						INVOICE TOTAL:		812.50 *
						CHECK TOTAL:		812.50
D003284	FREDRICR	ROB FREDRICKSON						
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
				02	REIMBURSEMENT ** COMMENT **			
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
540039	GADDYB	BREANA GADDY						
	122723		12/27/23	01	REFEREE	79-795-54-00-5462		150.00
						INVOICE TOTAL:		150.00 *
						CHECK TOTAL:		150.00
D003285	GALAUNEJ	JAKE GALAUNER						
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-795-54-00-5440		45.00
				02	REIMBURSEMENT ** COMMENT **			
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
540040	GEEGANT	TIMOTHY R. GEEGAN						
	012024		01/20/24	01	REFEREE	79-795-54-00-5462		250.00
						INVOICE TOTAL:		250.00 *
						CHECK TOTAL:		250.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL		

84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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540041	GLATFELT GLATFELTER UNDERWRITING SRVS.						
	429951128-3	10/30/23	01	LIABILITY INS INSTALL #3	01-000-14-00-1400		16,138.96
			02	LIABILITY INS INSTALL #3-PR	01-000-14-00-1400		3,355.68
			03	LIABILITY INS INSTALL #3-LIB	01-000-14-00-1400		1,337.68
			04	LIABILITY INS INSTALL #3	51-000-14-00-1400		1,779.61
			05	LIABILITY INS INSTALL #3	52-000-14-00-1400		853.07
					INVOICE TOTAL:		23,465.00 *
					CHECK TOTAL:		23,465.00
540042	HARRIS HARRIS COMPUTER SYSTEMS						
	MSIXT0000424	10/27/23	01	OCT 2023 MYGOVHUB FEES	01-120-54-00-5462		100.25
			02	OCT 2023 MYGOVHUB FEES	51-510-54-00-5462		150.36
			03	OCT 2023 MYGOVHUB FEES	52-520-54-00-5462		44.23
					INVOICE TOTAL:		294.84 *
	MSIXT0000479	12/29/23	01	YEAR END PROCESSING TRAINING-	01-120-54-00-5412		50.00
			02	SIMMONS	** COMMENT **		
					INVOICE TOTAL:		50.00 *
	MSIXT0000485	12/29/23	01	YEAR END PROCESSING TRAINING-	01-120-54-00-5412		50.00
			02	THOMAS	** COMMENT **		
					INVOICE TOTAL:		50.00 *
	MSIXT0000492	01/28/24	01	JAN 2024 MYGOVHUB FEES	01-120-54-00-5462		310.49
			02	JAN 2024 MYGOVHUB FEES	51-510-54-00-5462		465.74
			03	JAN 2024 MYGOVHUB FEES	52-520-54-00-5462		136.99
					INVOICE TOTAL:		913.22 *
					CHECK TOTAL:		1,308.06
D003286	HENNED DURK HENNE						
	020124	02/01/24	01	JAN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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D003286	HENNED	DURK HENNE						
	020124		02/01/24	02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003287	HERNANDA	ADAM HERNANDEZ						
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003288	HERNANDN	NOAH HERNANDEZ						
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
540043	HILLESLE	ERIC HILLESLAND						
	012724		01/27/24	01	REFEREE	79-795-54-00-5462		250.00
						INVOICE TOTAL:		250.00 *
						CHECK TOTAL:		250.00
D003289	HORNERR	RYAN HORNER						
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	84-840	LIBRARY CAPITAL
				87-870	COUNTRYSIDE TIF
				88-880	DOWNTOWN TIF
				89-890	DOWNTOWN II TIF
				90-XXX	DEVELOPER ESCROW
				95-000	ESCROW DEPOSIT

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D003290	HOULEA	ANTHONY HOULE							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
540044	ILPD4811	ILLINOIS STATE POLICE							
	20231204811		12/31/23	01	BACKGROUND CHECKS	79-795-54-00-5462		197.70	
						INVOICE TOTAL:		197.70	*
						CHECK TOTAL:			197.70
540045	ILRAILWA	ILLINOIS RAILWAY LLC							
	137314		01/26/24	01	FINAL INVOICE DOT/AAR	23-230-60-00-6025		212,283.61	
				02	#917526L POPLAR DRIVE ** COMMENT **				
						INVOICE TOTAL:		212,283.61	*
						CHECK TOTAL:			212,283.61
540046	ILTREASU	STATE OF ILLINOIS TREASURER							
	125849		11/01/23	01	IL RT47 & US RT34	23-230-60-00-6059		84,903.60	
				02	IL RT47 & US RT34	51-510-60-00-6059		20,164.00	
				03	IL RT47 & US RT34	52-520-60-00-6059		1,061.00	
						INVOICE TOTAL:		106,128.60	*
						CHECK TOTAL:			106,128.60
540047	IMPERINV	IMPERIAL INVESTMENTS							
	2021 LEVY		01/16/24	01	INCREMENTAL PROPERTY TAX	88-000-21-00-2100		36,754.91	
				02	REIMBURSEMENT FOR FY23 - 2021 ** COMMENT **				

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL		

84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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540047	IMPERINV	IMPERIAL INVESTMENTS							
	2021 LEVY		01/16/24	03	LEVY YEAR	** COMMENT **			
						INVOICE TOTAL:		36,754.91	*
	2022 LEVY		01/17/24	01	INCREMENTAL PROPERTY TAX	88-880-54-00-5425		37,544.02	
				02	REIMBURSEMENT FOR FY24 - 2022	** COMMENT **			
				03	LEVY YEAR	** COMMENT **			
						INVOICE TOTAL:		37,544.02	*
						CHECK TOTAL:		74,298.93	
540048	INGEMUNS	INGEMUNSON LAW OFFICES LTD							
	11902		01/02/24	01	DEC 2023 ADMIN HEARINGS	01-210-54-00-5467		300.00	
						INVOICE TOTAL:		300.00	*
						CHECK TOTAL:		300.00	
540049	INNOVATI	INNOVATIVE UNDERGROUND, LLC							
	2267		01/25/24	01	ENGINEERS PAYMENT ESTIMATE 1	52-520-60-00-6025		231,379.20	
				02	- 2023 SANITARY SEWER LINING	** COMMENT **			
				03	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		231,379.20	*
						CHECK TOTAL:		231,379.20	
540050	IPRF	ILLINOIS PUBLIC RISK FUND							
	90504		01/17/24	01	MAR 2023 WORK COMP INS	01-640-52-00-5231		11,668.76	
				02	MAR 2023 WORK COMP INS-PR	01-640-52-00-5231		2,373.71	
				03	MAR 2023 WORK COMP INS	51-510-52-00-5231		1,106.54	
				04	MAR 2023 WORK COMP INS	52-520-52-00-5231		499.83	
				05	MAR 2023 WORK COMP INS	82-820-52-00-5231		943.16	
						INVOICE TOTAL:		16,592.00	*
						CHECK TOTAL:		16,592.00	

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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D003291	JACKSONJ	JAMIE JACKSON							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
540051	JETCOLTD	JETCO, LTD							
	3438		01/31/24	01	ENGINEERS PAYMENT ESTIMATE 3	51-510-60-00-6015		106,247.97	
				02	- NORTH CENTRAL TANK REHAB	** COMMENT **			
						INVOICE TOTAL:		106,247.97	*
						CHECK TOTAL:			106,247.97
540052	JIMSTRCK	JIM'S TRUCK INSPECTION LLC							
	200602		12/01/23	01	TRUCK INSPECTION	01-410-54-00-5490		43.00	
						INVOICE TOTAL:		43.00	*
	200604		12/01/23	01	TRUCK INSPECTION	01-410-54-00-5490		65.00	
						INVOICE TOTAL:		65.00	*
	200645		12/04/23	01	TRUCK INSPECTION	01-410-54-00-5490		43.00	
						INVOICE TOTAL:		43.00	*
						CHECK TOTAL:			151.00
D003292	JOHNGEOR	GEORGE JOHNSON							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	51-510-54-00-5440		22.50	
				02	REIMBURSEMENT	** COMMENT **			
				03	JAN 2024 MOBILE EMAIL	52-520-54-00-5440		22.50	
				04	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	84-840	LIBRARY CAPITAL
				87-870	COUNTRYSIDE TIF
				88-880	DOWNTOWN TIF
				89-890	DOWNTOWN II TIF
				90-XXX	DEVELOPER ESCROW
				95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 02/13/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540053	JULIE	JULIE, INC.							
	2024-1981-010824		01/31/24	01	FIRST INSTALLMENT FOR THE 2024	51-510-54-00-5483		618.55	
				02	ANNUAL ASSESSMENT	** COMMENT **			
				03	FIRST INSTALLMENT FOR THE 2024	52-520-54-00-5483		618.54	
				04	ANNUAL ASSESSMENT	** COMMENT **			
				05	FIRST INSTALLMENT FOR THE 2024	01-410-54-00-5483		618.55	
				06	ANNUAL ASSESSMENT	** COMMENT **			
						INVOICE TOTAL:		1,855.64	*
						CHECK TOTAL:		1,855.64	
540054	KANTORG	GARY KANTOR							
	121423		12/14/23	01	MAGIC CLASS INSTRUCTION	79-795-54-00-5462		82.50	
						INVOICE TOTAL:		82.50	*
						CHECK TOTAL:		82.50	
540055	KCACP	KENDALL COUNTY ASSOCIATION OF							
	2024 MEMBERSHIP		01/24/24	01	2024 MEMBERSHIP DUES	01-210-54-00-5460		360.00	
						INVOICE TOTAL:		360.00	*
						CHECK TOTAL:		360.00	
540056	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE							
	KENDALL-JAN 2024		01/11/24	01	KENDALL COUNTY FTA BOND FEE	01-000-24-00-2412		150.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		150.00	*
						CHECK TOTAL:		150.00	
D003293	KLEEFISG	GLENN KLEEFISCH							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00	

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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INVOICES DUE ON/BEFORE 02/13/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003293	KLEEFISG	GLENN KLEEFISCH						
	020124		02/01/24	02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
540057	KOLOWSKT	TIMOTHY KOLOWSKI						
	011224-PER DIEM		01/24/24	01	ACTING OFFICER IN CHARGE	01-210-54-00-5415		30.00
				02	COURSE MEAL PER DIEMS	** COMMENT **		
						INVOICE TOTAL:		30.00 *
	011824-PER DIEM		01/18/24	01	IMMEDIATE TRAUMA CARE CLASS	01-210-54-00-5415		16.00
				02	MEAL PER DIEM	** COMMENT **		
						INVOICE TOTAL:		16.00 *
						CHECK TOTAL:		46.00
540058	KONICAMI	KONICA MINOLTA BUSINESS						
	51473913		01/05/24	01	DOCUMENT SCANNING	01-220-54-00-5462		7,990.50
						INVOICE TOTAL:		7,990.50 *
						CHECK TOTAL:		7,990.50
540059	LANEMUCH	LANER, MUCHIN, LTD						
	659688		01/01/24	01	LEGAL SERVICES PERFORMED	01-640-54-00-5463		112.50
				02	THROUGH 12/20/23	** COMMENT **		
						INVOICE TOTAL:		112.50 *
						CHECK TOTAL:		112.50
540060	LOCALGOV	TIM SCHLONEGER						
	04272024		01/06/24	01	MEMBERSHIP DUES RENEWAL	01-110-54-00-5460		1,750.00
						INVOICE TOTAL:		1,750.00 *
						CHECK TOTAL:		1,750.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	84-840	LIBRARY CAPITAL
				87-870	COUNTRYSIDE TIF
				88-880	DOWNTOWN TIF
				89-890	DOWNTOWN II TIF
				90-XXX	DEVELOPER ESCROW
				95-000	ESCROW DEPOSIT

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540061	LRS	LRS, LLC							
	PS583115		01/11/24	01	01/12-02/08 PORTOLET UPKEEP	79-795-56-00-5620		302.00	
				02	AT 131 E HYDRAULIC	** COMMENT **			
						INVOICE TOTAL:		302.00	*
	PS583117		01/11/24	01	12/21-02/08 PORTOLET UPKEEP	79-795-56-00-5620		164.28	
				02	FOR 1809 COUNTRY HILLS DR	** COMMENT **			
						INVOICE TOTAL:		164.28	*
						CHECK TOTAL:		466.28	
540062	MCCLAREN	MCCLAREN, WILSON & LAWRIE, INC							
	23328		12/06/23	01	SPACE NEEDS PROGRAM AND	01-000-24-00-2422		2,210.00	
				02	PLANNING DIAGRAMS	** COMMENT **			
						INVOICE TOTAL:		2,210.00	*
						CHECK TOTAL:		2,210.00	
D003294	MCGREGOM	MATTHEW MCGREGORY							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
540063	MEADE	MEADE ELECTRIC COMPANY, INC.							
	707405		01/15/24	01	RT47 & RT126 TRAFFIC SIGNAL	01-410-54-00-5435		634.25	
				02	REPAIR	** COMMENT **			
						INVOICE TOTAL:		634.25	*
						CHECK TOTAL:		634.25	
540064	MECHANIC	MECHANICS LAB LLC							

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	84-840	LIBRARY CAPITAL
				87-870	COUNTRYSIDE TIF
				88-880	DOWNTOWN TIF
				89-890	DOWNTOWN II TIF
				90-XXX	DEVELOPER ESCROW
				95-000	ESCROW DEPOSIT

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540064	MECHANIC	MECHANICS LAB LLC					
	4480	01/09/24	01	REPLACE ABS MODULE	01-410-54-00-5490		225.00
					INVOICE TOTAL:		225.00 *
					CHECK TOTAL:		225.00
540065	METRONET	METRO FIBERNET LLC					
	1872272-011824	01/18/24	01	JAN 2024 INTERNET @ 651 PP	01-110-54-00-5440		51.19
			02	JAN 2024 INTERNET @ 651 PP	01-220-54-00-5440		58.50
			03	JAN 2024 INTERNET @ 651 PP	01-120-54-00-5440		29.25
			04	JAN 2024 INTERNET @ 651 PP	79-795-54-00-5440		58.50
			05	JAN 2024 INTERNET @ 651 PP	01-210-54-00-5440		292.51
					INVOICE TOTAL:		489.95 *
					CHECK TOTAL:		489.95
D003295	MILSCHET	TED MILSCHEWSKI					
	020124	02/01/24	01	JAN 2024 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540066	MOHMS	MIDWEST OCCUPATIONAL HEALTH MS					
	211882	01/12/24	01	JAN 2024 DOT TRAINING	51-510-54-00-5412		155.01
			02	JAN 2024 DOT TRAINING	52-520-54-00-5412		44.99
			03	JAN 2024 DOT TRAINING	01-410-54-00-5412		230.00
			04	JAN 2024 DOT TRAINING	79-790-54-00-5412		270.00
			05	JAN 2024 DOT TRAINING	79-795-54-00-5412		30.00
			06	JAN 2024 DOT TRAINING	01-110-54-00-5412		60.00
			07	JAN 2024 DOT TRAINING	24-216-54-00-5462		60.00
					INVOICE TOTAL:		850.00 *
					CHECK TOTAL:		850.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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540067	MOTOROLA MOTOROLA SOLUTIONS						
	1187115558	01/16/24	01	BODY WORN CAMERA AND DATA	25-205-54-00-5495		25,839.00
			02	STORAGE PACKAGE FOR CAMERA	** COMMENT **		
					INVOICE TOTAL:		25,839.00 *
					CHECK TOTAL:		25,839.00
D003296	NAVARROJ JESUS NAVARRO						
	020124	02/01/24	01	JAN 2024 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540068	NEMRT NORTH EAST MULTI-REGIONAL						
	343425	12/27/23	01	FIELD TRAINING OFFICER	01-210-54-00-5412		100.00
			02	REFRESHER COURSE-DAVIS	** COMMENT **		
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
540069	NICOR NICOR GAS						
	16-00-27-3553 4-1223	01/10/24	01	12/11-01/10 1301 CAROLYN CT	01-110-54-00-5480		44.06
					INVOICE TOTAL:		44.06 *
	31-61-67-293 1-1223	01/09/24	01	12/08-01/09 276 WINDHAM CR	01-110-54-00-5480		43.42
					INVOICE TOTAL:		43.42 *
	37-35-53-1941 1-1223	01/08/24	01	12/06-01/06 185 WOLF	01-110-54-00-5480		316.40
					INVOICE TOTAL:		316.40 *
	45-12-25-4081 3-1223	01/11/24	01	12/08-01/09 201 W HYDRAULIC	01-110-54-00-5480		335.39
					INVOICE TOTAL:		335.39 *

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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540069	NICOR NICOR GAS						
	46-69-47-6727 1-1223	01/08/24	01	12/06-01/06 1975 N BRIDGE	01-110-54-00-5480		138.02
					INVOICE TOTAL:		138.02 *
	66-70-44-692 9-1223	01/08/24	01	12/06-01/06 1908 RAINTREE	01-110-54-00-5480		145.46
					INVOICE TOTAL:		145.46 *
	80-56-05-1157 0-1223	01/08/24	01	12/06-01/06 2512 RSEMONT	01-110-54-00-5480		52.20
					INVOICE TOTAL:		52.20 *
	95-16-10-1000 4-1223	01/16/24	01	12/13-01/12 1 RT47	01-110-54-00-5480		41.72
					INVOICE TOTAL:		41.72 *
					CHECK TOTAL:		1,116.67
540070	OLEARYC CYNTHIA O'LEARY						
	RE FALL BASKETBALL 2	01/25/24	01	OFFICIALS ASSIGNING FEE	79-795-54-00-5462		1,340.00
					INVOICE TOTAL:		1,340.00 *
					CHECK TOTAL:		1,340.00
540071	OLEARYM MARTIN J. O'LEARY						
	012724	01/27/24	01	REFEREE	79-795-54-00-5462		150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
540072	OSWEFIRE OSWEGO FIRE PROTECTION DIST.						
	013124-LC	02/01/24	01	NOV 2023-JAN 2024 DEVELOPMENT	95-000-24-00-2456		2,192.40
			02	FEES	** COMMENT **		
					INVOICE TOTAL:		2,192.40 *
					CHECK TOTAL:		2,192.40

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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540073	OTTOSEN	OTTOSEN DINOLFO					
	3095	12/31/23	01	MISC CITY ADMIN MATTERS	01-640-54-00-5456		6,864.35
					INVOICE TOTAL:		6,864.35 *
	3096	12/31/23	01	MEETINGS	01-640-54-00-5456		800.00
					INVOICE TOTAL:		800.00 *
	3097	12/31/23	01	GREEN DOOR MATTERS	90-191-00-00-0011		4,422.00
					INVOICE TOTAL:		4,422.00 *
	3399	12/31/23	01	DOWNTOWN TIF I MATTERS	88-880-54-00-5462		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		12,196.35
540074	PATTONS	SHANE PATTON					
	012024	01/20/24	01	REFEREE	79-795-54-00-5462		330.00
					INVOICE TOTAL:		330.00 *
	012724	01/27/24	01	REFEREE	79-795-54-00-5462		330.00
					INVOICE TOTAL:		330.00 *
					CHECK TOTAL:		660.00
540075	PERFCONS	PERFORMANCE CONSTRUCTION &					
	PAY #5	01/26/23	01	ENGINEERS PAYMENT ESTIMATE 5	51-510-60-00-6025		71,290.81
			02	- 2023 WATER MAIN IMPROVEMENTS	** COMMENT **		
			03	CONTRACT A	** COMMENT **		
					INVOICE TOTAL:		71,290.81 *
					CHECK TOTAL:		71,290.81
540076	PETRAGAJ	JOHN PETRAGALLO					

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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540076	PETRAGAJ JOHN PETRAGALLO						
	120723-REIMB	12/07/23	01	ICC TEST REIMBURSEMENT	01-220-54-00-5412		290.00
					INVOICE TOTAL:		290.00 *
					CHECK TOTAL:		290.00
D003297	PIAZZA AMY SIMMONS						
	020124	02/01/24	01	JAN 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
540077	POSMEDIA POSTIVE MEDIA SOLUTIONS, INC.						
	011324	01/13/24	01	2024 YORKVILLE COMMUNITY GUIDE	79-795-54-00-5426		2,500.00
			02	ADVERTISING	** COMMENT **		
					INVOICE TOTAL:		2,500.00 *
					CHECK TOTAL:		2,500.00
540078	PURCELLJ JOHN PURCELL						
	020124	02/01/24	01	JAN 2024 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
540079	R0002288 LENNAR						
	20230233-WINDETT RID	01/24/24	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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540080	R0002564 HEARTLAND CIRCLE RESIDENTIAL						
	011724-BEECHER	01/19/24	01	BEECHER DEPOSIT REFUND	01-000-24-00-2410		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
540081	R0002624 ALLISON MCCORKLE						
	012924-REIMB	01/29/24	01	REIMBURSEMENT FOR POE	01-640-54-00-5450		32.24
			02	INJECTOR NEEDED TO RESTORE	** COMMENT **		
			03	WIRELESS CONNECTIVITY TO PW	** COMMENT **		
			04	AFTER EMERGENCY WAP	** COMMENT **		
			05	REPLACEMENT	** COMMENT **		
					INVOICE TOTAL:		32.24 *
					CHECK TOTAL:		32.24
540082	R0002625 DAVID ZACHER						
	012524-RFND	01/25/24	01	REFUND CREDIT ON CLOSED UB	01-000-13-00-1371		40.03
			02	ACCOUNT #0102757310-01	** COMMENT **		
					INVOICE TOTAL:		40.03 *
					CHECK TOTAL:		40.03
D003298	RATOSP PETE RATOS						
	020124	02/01/24	01	JAN 2024 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003299	REDMONST STEVE REDMON						
	020124	02/01/24	01	JAN 2024 MOBILE EMAIL	79-795-54-00-5440		45.00

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 02/13/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D003299	REDMONST	STEVE REDMON							
	020124		02/01/24	02	REIMBURSEMENT	** COMMENT **			
							INVOICE TOTAL:	45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
540083	REINDERS	REINDERS, INC.							
	6046051-00		01/24/24	01	TUBES	79-790-56-00-5640		210.63	
							INVOICE TOTAL:	210.63	*
						CHECK TOTAL:		210.63	
540084	RIETZJ	JACKSON RIETZ							
	012024		01/20/24	01	REFEREE	79-795-54-00-5462		150.00	
							INVOICE TOTAL:	150.00	*
	012724		01/27/24	01	REFEREE	79-795-54-00-5462		150.00	
							INVOICE TOTAL:	150.00	*
						CHECK TOTAL:		300.00	
540085	RIETZR	ROBERT L. RIETZ JR.							
	012024		01/20/24	01	REFEREE	79-795-54-00-5462		300.00	
							INVOICE TOTAL:	300.00	*
	012724		01/27/24	01	REFEREE	79-795-54-00-5462		300.00	
							INVOICE TOTAL:	300.00	*
						CHECK TOTAL:		600.00	
D003300	ROSBOROS	SHAY REMUS							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-795-54-00-5440		45.00	

UNITED CITY OF YORKVILLE ILLINOIS EST. 1836 County Seat of Kendall County

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 02/13/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003300	ROSBOROS	SHAY REMUS						
	020124		02/01/24	02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
540086	RSMITS	R. SMITS & SONS						
	010324		01/03/24	01	2023 FALL LEAF DISPOSAL	01-540-54-00-5443		6,480.00
						INVOICE TOTAL:		6,480.00 *
						CHECK TOTAL:		6,480.00
540087	RUSHTRCK	RUSH TRUCK CENTER						
	3035799587		01/24/24	01	MIRROR MODULE KIT, MIRROR,	01-410-56-00-5628		1,280.00
				02	FAN BELT	** COMMENT **		
						INVOICE TOTAL:		1,280.00 *
						CHECK TOTAL:		1,280.00
540088	SANDOVAA	ANTONIO SANDOVAL						
	012024		01/20/24	01	REFEREE	79-795-54-00-5462		150.00
						INVOICE TOTAL:		150.00 *
						CHECK TOTAL:		150.00
D003301	SCODROP	PETER SCODRO						
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	51-510-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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CHECK REGISTER

INVOICES DUE ON/BEFORE 02/13/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D003302	SCOTTTR	TREVOR SCOTT							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
540089	SEBIS	SEBIS DIRECT							
	83620		01/17/24	01	DEC 2023 UTILITY BILLING	01-120-54-00-5430		386.17	
				02	DEC 2023 UTILITY BILLING	01-220-54-00-5430		62.50	
				03	DEC 2023 UTILITY BILLING	51-510-54-00-5430		517.36	
				04	DEC 2023 UTILITY BILLING	52-520-54-00-5430		241.34	
				05	DEC 2023 UTILITY BILLING	79-795-54-00-5426		522.30	
						INVOICE TOTAL:		1,729.67	*
						CHECK TOTAL:			1,729.67
D003303	SENDRAS	SAMANTHA SENDRA							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-795-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D003304	SENGM	MATT SENG							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D003305	SLEEZERJ	JOHN SLEEZER							

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	84-840	LIBRARY CAPITAL
				87-870	COUNTRYSIDE TIF
				88-880	DOWNTOWN TIF
				89-890	DOWNTOWN II TIF
				90-XXX	DEVELOPER ESCROW
				95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 02/13/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D003305	SLEEZERJ	JOHN SLEEZER						
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003306	SLEEZERS	SCOTT SLEEZER						
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003307	SMITHD	DOUG SMITH						
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003308	STEFFANG	GEORGE A STEFFENS						
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	52-520-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003309	THOMASL	LORI THOMAS						
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	01-120-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540090	TRCONTPR TRAFFIC CONTROL & PROTECTION						
	104816	08/03/23	01	SOLAR TECH SILENT SENTINEL	01-410-56-00-5620		1,959.87
			02	BOARD	** COMMENT **		
			03	SOLAR TECH SILENT SENTINEL	51-510-56-00-5620		1,959.87
			04	BOARD	** COMMENT **		
			05	SOLAR TECH SILENT SENTINEL	52-520-56-00-5620		1,959.86
			06	BOARD	** COMMENT **		
					INVOICE TOTAL:		5,879.60 *
	117853	01/22/24	01	STREET SIGN	23-230-56-00-5619		43.55
					INVOICE TOTAL:		43.55 *
					CHECK TOTAL:		5,923.15
540091	UNIMAX UNI-MAX MANAGEMENT CORP						
	4795	01/16/24	01	JAN 2024 OFFICE CLEANING-651	01-110-54-00-5488		342.17
			02	PRAIRIE POINTE	** COMMENT **		
			03	JAN 2024 OFFICE CLEANING-651	01-120-54-00-5488		342.17
			04	PRAIRIE POINTE	** COMMENT **		
			05	JAN 2024 OFFICE CLEANING-651	01-210-54-00-5488		982.77
			06	PRAIRIE POINTE	** COMMENT **		
			07	JAN 2024 OFFICE CLEANING-651	79-795-54-00-5488		294.55
			08	PRAIRIE POINTE	** COMMENT **		
			09	JAN 2024 OFFICE CLEANING-651	01-220-54-00-5488		188.34
			10	PRAIRIE POINTE	** COMMENT **		
			11	JAN 2024 OFFICE CLEANING AT	01-410-54-00-5488		144.33
			12	610 TOWER	** COMMENT **		
			13	JAN 2024 OFFICE CLEANING AT	51-510-54-00-5488		144.34
			14	610 TOWER	** COMMENT **		
			15	JAN 2024 OFFICE CLEANING AT	52-520-54-00-5488		144.33
			16	610 TOWER	** COMMENT **		
			17	JAN 2024 OFFICE CLEANING	82-820-54-00-5488		1,950.00
			18	JAN 2024 OFFICE CLEANING AT	79-790-54-00-5488		216.00
			19	185 WOLF	** COMMENT **		

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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INVOICES DUE ON/BEFORE 02/13/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540091	UNIMAX	UNI-MAX MANAGEMENT CORP							
	4795		01/16/24	20	JAN 2024 OFFICE CLEANING AT	79-795-54-00-5488		108.00	
				21	HYDRAULIC	** COMMENT **			
				22	JAN 2024 OFFICE CLEANING AT	79-795-54-00-5488		650.00	
				23	PRESCHOOL BLDG	** COMMENT **			
				24	JAN 2024 OFFICE CLEANING AT	79-795-54-00-5488		216.00	
				25	VAN EMMON	** COMMENT **			
						INVOICE TOTAL:		5,723.00	*
						CHECK TOTAL:		5,723.00	
540092	VALLASB	BRYAN VALLES-MATA							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						CHECK TOTAL:		45.00	
540093	VITOSH	CHRISTINE M. VITOSH							
	2154		12/27/23	01	NOV 2023 ADMIN HEARINGS	01-210-54-00-5467		500.00	
						INVOICE TOTAL:		500.00	*
	2156		01/12/24	01	01/10/24 PLANNING AND ZONING	90-215-00-00-0011		230.00	
				02	MEETING	** COMMENT **			
						INVOICE TOTAL:		230.00	*
	2159		01/18/24	01	JAN 2024 ADMIN HEARINGS	01-210-54-00-5467		350.00	
						INVOICE TOTAL:		350.00	*
						CHECK TOTAL:		1,080.00	
D003310	WEBERR	ROBERT WEBER							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	01-410-54-00-5440		45.00	

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	84-840	LIBRARY CAPITAL
				87-870	COUNTRYSIDE TIF
				88-880	DOWNTOWN TIF
				89-890	DOWNTOWN II TIF
				90-XXX	DEVELOPER ESCROW
				95-000	ESCROW DEPOSIT

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INVOICES DUE ON/BEFORE 02/13/2024

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D003310	WEBERR	ROBERT WEBER							
	020124		02/01/24	02	REIMBURSEMENT	** COMMENT **			
							INVOICE TOTAL:	45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
540094	WEX	WEX BANK							
	94953670		01/31/24	01	JAN 2024 GASOLINE	01-210-56-00-5695		6,845.93	
				02	JAN 2024 GASOLINE	01-220-56-00-5695		359.22	
							INVOICE TOTAL:	7,205.15	*
						CHECK TOTAL:			7,205.15
D003311	WILLRETE	ERIN WILLRETT							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	01-110-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
							INVOICE TOTAL:	45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D003312	WOLFB	BRANDON WOLF							
	020124		02/01/24	01	JAN 2024 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
							INVOICE TOTAL:	45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
540095	YORKSCHO	YORKVILLE SCHOOL DIST #115							
	013124-LC		02/01/24	01	NOV 2023-JAN 2024 LAND CASH	95-000-24-00-2453		177,367.85	
							INVOICE TOTAL:	177,367.85	*
						CHECK TOTAL:			177,367.85

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

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INVOICES DUE ON/BEFORE 02/13/2024

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
540096	YOUNGM MARLYS J. YOUNG							
	010424-PS	01/10/24	01	01/04/24 PS MEETING MINUTES	01-110-54-00-5462		85.00	
					INVOICE TOTAL:		85.00	*
	011024-PZ	01/14/24	01	01/10/24 P&Z MEETING MINUTES	90-215-00-00-0011		85.00	
					INVOICE TOTAL:		85.00	*
	011624-PW	01/23/24	01	01/16/24 PW MEETING MINUTES	01-110-54-00-5462		85.00	
					INVOICE TOTAL:		85.00	*
	011724-PR	01/25/24	01	01/17/24 PR MEETING MINUTES	79-790-54-00-5462		42.50	
			02	01/17/24 PR MEETING MINUTES	79-795-54-00-5462		42.50	
					INVOICE TOTAL:		85.00	*
	102223-PZ	10/22/23	01	10/11/23 P&Z MEETING MINUTES	90-208-00-00-0011		51.00	
			02	10/11/23 P&Z MEETING MINUTES	90-209-00-00-0111		17.00	
			03	10/11/23 P&Z MEETING MINUTES	01-220-54-00-5462		17.00	
					INVOICE TOTAL:		85.00	*
					CHECK TOTAL:		425.00	

TOTAL CHECKS PAID: 1,955,885.11

TOTAL DIRECT DEPOSITS PAID: 11,280.00

TOTAL AMOUNT PAID: 1,967,165.11

01-110	ADMIN
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREETS OPERATIONS
01-640	ADMINISTRATIVE SERVICES
11-111	FOX HILL SSA
12-112	SUNFLOWER SSA
15-155	MOTOR FUEL TAX (MFT)
23-230	CITY WIDE CAPITAL
24-216	BUILDING & GROUNDS
25-205	POLICE CAPITAL
25-212	GENERAL GOVERNMENT CAPITAL
25-215	PUBLIC WORKS CAPITAL
25-225	PARK & RECREATION CAPITAL
51-510	WATER OPERATIONS
52-520	SEWER OPERATIONS
79-790	PARKS DEPARTMENT
79-795	RECREATION DEPARTMENT
82-820	LIBRARY OPERATIONS
84-840	LIBRARY CAPITAL
87-870	COUNTRYSIDE TIF
88-880	DOWNTOWN TIF
89-890	DOWNTOWN II TIF
90-XXX	DEVELOPER ESCROW
95-000	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
January 19, 2024

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	$ 1,433.34	$ -	$ 1,433.34	$ -	$ 109.65	$ 1,542.99
ALDERMAN	4,566.64	-	4,566.64	-	349.38	4,916.02
ADMINISTRATION	18,878.79	-	18,878.79	1,115.75	1,397.13	21,391.67
FINANCE	14,021.70	-	14,021.70	828.69	1,036.38	15,886.77
POLICE	138,229.99	9,790.11	148,020.10	420.42	11,007.77	159,448.29
COMMUNITY DEV.	25,748.64	-	25,748.64	1,521.75	1,882.95	29,153.34
STREETS	23,708.05	14,902.66	38,610.71	2,281.99	2,872.93	43,765.63
BUILDING & GROUNDS	5,938.01	-	5,938.01	350.93	445.73	6,734.67
WATER	47,726.85	111.68	47,838.53	2,827.23	3,605.73	54,271.49
SEWER	10,066.16	-	10,066.16	594.88	738.23	11,399.27
PARKS	31,058.77	-	31,058.77	1,800.31	2,303.30	35,162.38
RECREATION	22,083.76	-	22,083.76	1,145.03	1,645.06	24,873.85
LIBRARY	15,702.94	-	15,702.94	649.03	1,155.73	17,507.70
TOTALS	$ 359,163.64	$ 24,804.45	$ 383,968.09	$ 13,536.01	$ 28,549.97	$ 426,054.07

TOTAL PAYROLL **$ 426,054.07**

UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
February 2, 2024

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	18,647.20	-	18,647.20	1,087.14	1,379.41	21,113.75
FINANCE	13,763.31	-	13,763.31	802.41	1,016.61	15,582.33
POLICE	142,486.26	552.82	143,039.08	427.17	10,672.63	154,138.88
COMMUNITY DEV.	28,052.56	-	28,052.56	1,652.95	2,082.16	31,787.67
STREETS	25,313.81	4,983.43	30,297.24	1,772.18	2,255.86	34,325.28
BUILDING & GROUNDS	5,938.01	185.74	6,123.75	365.76	471.44	6,960.95
WATER	18,669.88	1,282.47	19,952.35	1,163.25	1,464.87	22,580.47
SEWER	10,109.81	-	10,109.81	589.40	739.54	11,438.75
PARKS	29,686.77	-	29,686.77	1,697.22	2,208.17	33,592.16
RECREATION	25,260.16	-	25,260.16	1,147.18	1,899.47	28,306.81
LIBRARY	17,226.90	-	17,226.90	646.07	1,279.93	19,152.90
TOTALS	$ 335,154.67	$ 7,004.46	$ 342,159.13	$ 11,350.73	$ 25,470.09	$ 378,979.95

TOTAL PAYROLL **$ 378,979.95**

UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, February 13, 2024

ACCOUNTS PAYABLE	**DATE**		
Clerk's Check #131231 Kendall County Recorder *(Page 1)*	01/16/2024	$	76.00
City Check Manual Register *(Page 2)*	01/22/2024	$	632.00
City MasterCard Bill Register *(Pages 3 - 15)*	01/25/2024	$	93,684.14
City Check Register (*Pages 16 - 52)*	02/13/2024		1,967,165.11
SUB-TOTAL:		**$**	**2,061,557.25**
WIRE/ACH PAYMENTS			
Dearborn Insurance - Feb 2024	02/01/2024	$	2,931.80
Blue Cross/ Blue Shield Insurance-Feb 2024	01/31/2024		131,051.59
TOTAL PAYMENTS:			**$133,983.39**
PAYROLL			
Bi - Weekly *(Page 52)*	01/19/2024	$	426,054.07
Bi - Weekly *(Page 53)*	02/02/2024		378,979.95
SUB-TOTAL:		**$**	**805,034.02**
TOTAL DISBURSEMENTS:		**$**	**3,000,574.66**

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2024-07

Agenda Item Summary Memo

Title: Proposed 2024 Raintree SSA Refunding - Bond Counsel Engagement Letter

Meeting and Date: City Council – February 13, 2024

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: CC – 1/23/24 Action Taken: Approval - Underwriter Engagement Letter

Item Number: CC 2024-06

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: February 7, 2024
Subject: Proposed 2024 Raintree SSA Refunding – Bond Counsel Engagement Letter

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Summary

Approval of bond counsel engagement letter from Saul Ewing, LLP, regarding the potential refunding of the Raintree I and Raintree II Special Service Area (SSA) bonds.

Background

This item was last discussed at the January 23rd meeting, where an engagement letter for underwriting services with D.A. Davidson Companies was approved by City Council.

Saul Ewing, LLP, (www.saul.com) is a national law firm with approximately 375 attorneys who provide an array of legal services to more than 40 different industries. Saul Ewing has served as bond counsel for the City's last three bond issuances, assisting the City with the various compliance and disclosure requirements.

As shown on page 4 of the engagement letter (Exhibit A), Saul Ewing is proposing a fixed fee of either $65,000 or $75,000 depending on whether one or both Raintree SSA bonds are refunded. Assuming the City moves forward with the refinancing(s), all fees paid to Saul Ewing would be fully funded by refunded SSA bond proceeds and would have no impact on any budgeted funds of the City.

As presented previously (Exhibit B), current projections by the City's underwriter, D.A. Davidson, indicate that the refunding of the Raintree II SSA bonds would yield estimated net present value savings of $263,184, which would translate into average annual savings between $139 and $201 for each unit (townhome, duplex and single family) within the SSA through 2035.

Furthermore, there is the possibility that the Raintree I SSA bonds could be refunded as well, as interest rates are generally predicted to decline over the first quarter of 2024. Should this come to fruition between now and then end of March, the net present value savings for the Raintree I SSA bonds may turn positive, allowing the City to capitalize on a refunding opportunity which could yield consequential savings to residents within the SSA.

Recommendation

Staff recommends approval of the engagement letter with Saul Ewing for bond counsel services.

Exhibit A

SAUL EWING

LLP

James B. Durkin
Phone: (312) 876-6938
Fax: 312.876.6224
james.durkin@saul.com
www.saul.com

January 24, 2024

Mayor John Purcell
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Re: Representation of the United City of Yorkville, Kendall County, Illinois as Bond Counsel for 2024 Raintree SSA Refunding Bonds

Dear Mr. Purcell:

Thank you for giving Saul Ewing LLP (the "***Firm***") the opportunity to represent the United City of Yorkville, Kendall County, Illinois (the "***Client***") as bond counsel with respect to refunding of the Raintree SSA Bonds in one or more series (collectively, the "***Bonds***"). The Rules of Professional Conduct, which govern the activities of lawyers, and the Firm's internal guidelines, recommend that we establish the terms of the engagement at the outset of our work. The purpose of this letter is to comply with those recommendations and to set forth our common understanding of the terms under which we will provide legal services to the Client.

Scope Of Services: The Firm will provide the following services to the Client (the "***Engagement***"):

We have been engaged to act as bond counsel for the Bonds. Our services as bond counsel will include the following services: (a) to advise the Client in connection with the issuance of the Bonds and the sale of the Bonds in either a private placement and/or a public offering, (b) to assist in the drafting and negotiation of any and all legal documents relative to the issuance of the Bonds, including a Bond Ordinance and a continuing disclosure undertaking of the Client, and, if necessary, (c) to issue standard unqualified opinion(s) and if necessary with customary exceptions regarding the validity of the Bonds and the exemption of interest on the Bonds from federal income taxes (the "***Bond Opinion***").

Unless we are otherwise separately engaged in writing to perform other services, our duties shall not include services as disclosure counsel, underwriter's counsel or bank counsel with respect to the sale of the Bonds in either a private placement and/or a public offering thereof, nor shall our services include the performance of any "blue sky" review or the preparation of any memoranda concerning state securities laws. In addition, we will not make an investigation or express any view as to the creditworthiness of the Client or the Bonds.

If a Bond Opinion is necessary, it may be executed and delivered on the date the Bonds are exchanged for their purchase price and will be based on facts and law existing as of its date. In rendering the Bond Opinion, we will rely on representations of the Client set forth in the bond documents, the certified proceedings and other certifications of public officials and other persons (including certifications as to the use of proceeds of the Bonds and various tax matters), without undertaking to verify such matters by independent investigation, and we will assume continuing compliance by the Client with all applicable laws relating to the Bonds and related bond documents. We do not review the financial condition of the Client or the adequacy of any security provided to Bond holders.

As bond counsel, we will assist the Client in various aspects of preparing an official statement or other disclosure documents with respect to the public sale of the Bonds, but we will not be responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. We understand that Underwriter's Counsel may be selected at a later date, and will assist the Client in (a) the preparation of the official statement, and (b) will advise with respect to compliance with state and federal securities laws. In any public offering of the Bonds, we would expect the underwriter and the Client to evidence compliance with the current standards for full disclosure by the delivery of appropriate officers' certificates and opinions of counsel relating to the accuracy and completeness of the information included in the official statement. If an official statement is approved by the Client, our responsibility with respect to such official statement will be limited to the preparation or review of any description or summary therein of the Bonds, the Bond Ordinance and the Bond Opinion.

Unless previously terminated, our representation of the Client will terminate upon our sending our final statement for services rendered in this matter. Nevertheless, following the issuance of the Bonds, we will prepare and provide to the parties involved in the issuance of the Bonds a transcript of bond documents in electronic format (the "***Closing Transcript***").

The Client is engaging the Firm as bond counsel to provide legal services specifically in connection with the issuance of the Bonds and, following the issuance of the Bonds, the delivery of the Closing Transcript to the Client. After completion of the issuance of the Bonds, changes may occur in the applicable laws or regulations that could have an impact upon the Client's future rights and liabilities. Unless the Client engages us in writing after completion of the current engagement to provide additional advice on issues arising from the current engagement, the Firm

has no continuing obligation to advise the Client with respect to the bond issuance, including future legal developments. Specifically, we do not undertake (unless separately engaged in writing) to (a) provide continuing advice to the Client concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes, (b) represent the Client in Internal Revenue Service examinations or inquiries, or Securities Exchange Commission investigations or inquiries, (c) perform arbitrage rebate calculations for the Bonds, or (d) provide continuing disclosure services with respect to the Bonds.

We agree that this is a limited scope representation and that this Engagement does not include any legal service beyond that described in this paragraph. We agree that the Firm has no obligation to expand this Engagement beyond that described in the foregoing paragraphs. Separate arrangements must be agreed to in writing by the Firm before it shall undertake any additional legal services.

Our sole client in this Engagement is the person or persons, entity or entities identified as the Client in the subject line of this letter. Our agreement to represent the Client is not an agreement to represent any affiliates or related individuals or owners or any officers, directors, partners, members, shareholders, employees, independent contractors or agents of the Client, unless we have specifically agreed to do so elsewhere in this letter or by separate written agreement.

Unless specifically mentioned as part of the Engagement described above, the Firm does not undertake to: (1) identify potentially applicable insurance coverage (both primary and excess) or indemnification agreements; (2) provide notice to potentially responsible insurers (both primary and excess) or indemnitees; or (3) provide any advice or other legal services relating to tax laws (state, federal or local) or federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or the disclosure obligations under such laws.

In addition, although the Firm provides its best advice regarding potential exposure, damages, and timing, the Firm is unable to determine, much less guarantee, when a court will rule or what schedule it will set nor when or how another party will respond.

Client agrees to disclose to the Firm if the Client has given a third party an interest in the outcome of this Engagement through any understanding or agreement (such as an agreement with a litigation funding firm or an assignment of any claims).

Standard Terms Of Engagement: Enclosed for Client's review is a copy of our Standard Terms Of Engagement, which describes in greater detail the basis upon which we provide services to our clients. This letter and the Standard Terms Of Engagement together comprise the terms of Client's Engagement with the Firm. To the extent that the terms of this letter and those of the Standard Terms Of Engagement are inconsistent, the terms of this letter will control. Client should

review both carefully and contact me if Client has any questions about them or our relationship. As set forth in more detail in the Standard Terms Of Engagement, an estimate of fees and costs is not a maximum or fixed fee quotation and expressions of probable or possible outcomes are not guarantees about future developments.

Applicability To Future Engagements: The terms and conditions of our representation contained in this letter and in the accompanying copy of our Standard Terms Of Engagement shall also apply to any future engagement, unless we send a separate engagement letter for such future engagement which may include different terms and updated Standard Terms Of Engagement. With respect to any such future engagement, the Firm will check for conflicts of interest as appropriate.

Fees & Costs: We have agreed to perform the services described in the Scope of Services above for an aggregate fixed fee of $65,000.00 should the refunding bonds be in one series, and if two series are issued, we would ask for an aggregate fixed fee of $75,000.00. To the extent legal services going beyond those described in the Scope of Services above are requested or required, we shall charge for such services on an hourly basis by multiplying the time expended by our attorneys and legal assistants by their respective hourly rates as set by the Firm from time to time. Our current hourly rates generally range from $345 for our most junior attorneys to $1,440 for our most senior partners. Although staffing may change depending on what happens, the lawyers we initially anticipate working on the Engagement are myself and Randall S. Kulat, who shall be billed at rate of $625 an hour to the extent that he is requested or required to perform legal services that go beyond that described in the Scope of Services above. Our rates are reviewed in the last quarter of the calendar year and adjusted as of January 1 of the following year. In addition to legal fees, Client will also be responsible for any costs incurred or disbursements made in connection with the Engagement. Please see the accompanying Standard Terms Of Engagement for more detail.

Bills: Fees and expenses will be paid at the closing or closings out of the proceeds of the transaction which is the subject of the Engagement (unless the transaction is delayed for an extensive period, in which case we reserve the right to establish another arrangement for payment for our services). Services rendered after closing and bills for expenses received after closing will be invoiced to the client within a reasonable time thereafter. This will confirm that Client consents to our payment at closing and consents to our withdrawal as counsel on this or any other matter in which we represent Client if payment is not made when agreed or if Client's conduct causes us to conclude that we should withdraw as counsel under any circumstance permitted or required by the Rules of Professional Conduct.

Conflicts of Interest: We have commenced a check for possible conflicts of interest and based on our records and information provided to us by Client, have not discovered any matters

which we believe would raise a conflict of interest. If Client is or becomes aware of any facts which may give rise to a conflict of interest, please contact us immediately.

Advance Waiver: The Firm represents many companies and individuals. It is possible that during the course of the Engagement another client may have a dispute with or a matter adverse to the Client unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include a real estate transaction or land use matter, a bankruptcy matter, a financing matter or business counseling or corporate matter, a patent or other intellectual property matter, a labor and employment matter or even an unrelated litigation matter, including litigation relating to an unrelated patent. This will confirm that the Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client, Client agrees that it will not claim a conflict as a basis for disqualification in such other matter. We agree, however, that the Client's prospective consent to conflicting representations contained in this paragraph will not apply in any instance where, as a result of our representation of the Client, we have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used in any such matter by such client to the Client's material disadvantage.

Very truly yours,

James B. Durkin

JBD/tdm

_____

United City of Yorkville

Exhibit B

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS
D.A. Davidson & Co. member SIPC

TO: Bart Olson & Rob Fredrickson

FROM: Peter Raphael & Brent Sprunger

DATE: January 12, 2024

RE: Raintree SSA Refunding Opportunities

With the development of Raintree Village II substantially complete, we believe the market is right for pursuing a refinancing of the Special Service Area 2004-107 Bonds in order to reduce the tax burden on property owners within the Special Service Area.

As we review Raintree Village II, we will also closely monitor Raintree Village I, as the refunding economics may soon also present savings for the Special Service Area 2003-100 Bonds. Much of this will depend on future market conditions. We will continue to monitor interest rates and would go to the market once refinancing projections are sufficient to generate meaningful savings for the property owners.

We plan to seek out municipal bond insurance as we did with the Windett Ridge Project in 2019. The utilization of bond insurance would further drive down interest rates on the Bonds. And if all goes smoothly, we would be able to enter the market in March 2024 and close shortly thereafter.

	Raintree II	**Raintree I**
Par Amount	$4,890,000	$4,020,000
Net Present Value Savings	$263,184	($67,415)
Average Annual Savings Per Unit:		
Single Family	$201	$134
Duplex	$164	$110
Townhome	$139	N/A

Refunding Footnotes:

1. Preliminary and subject to change.
2. This refunding analysis emulates the pledges and financing structure of the currently outstanding 2005 Yorkville Special Tax Bonds (Raintree Village II) and 2013 Yorkville Special Tax Refunding Bonds (Raintree Village I).
3. This refunding analysis assumes eligibility for municipal bond insurance (S&P 'AA') and utilizes a reserve fund surety.
4. Interest rate assumptions are based on current market conditions and similar credits.
5. Yorkville's actual results may differ, and D.A. Davidson makes no commitment to underwrite at these levels.
6. Costs of issuance and underwriter's discount are estimates for discussion purposes only.
7. This refunding analysis was performed with no changes to the term or the structure of the currently outstanding 2005 Yorkville Special Tax Bonds (Raintree Village II) and 2013 Yorkville Special Tax Refunding Bonds (Raintree Village I).
8. The escrow has been funded with SLGS, but in no way does D.A. Davidson recommend this or any other investment strategy.
9. D.A. Davidson does not guarantee that the City can achieve an S&P 'AA' rating.
10. This refunding analysis reflects all full and partial redemptions disclosed on EMMA.

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2024-08

Agenda Item Summary Memo

Title: Proposed WIFIA Loan – Municipal Advisor & Bond Counsel Engagement Letters

Meeting and Date: City Council – February 13, 2024

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: February 7, 2024
Subject: Proposed WIFIA Loan - Municipal Advisor & Bond Counsel Engagement Letters

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Summary

Approval of engagement letters for Speer Financial, Inc. (municipal advisor) and Saul Ewing, LLP (bond counsel) for services related to the proposed issuance of Water Infrastructure Finance and Innovation Act (WIFIA) Loans, which would be used as the primary financing source for the DuPage Water Commission (DWC)/ Lake Michigan water sourcing project.

Background

Speer Financial, Inc., (www.speerfinancial.com) is a nationally recognized, employee-owned firm of municipal advisors, that works solely with governmental entities, specializing in debt issuance and related services. Speer has served as the City's primary municipal advisor for over a decade, including Yorkville's most recent bond issues in 2023 (water infrastructure improvements), 2021 (City Hall renovations) and 2022 (2011 bond refinancing/City Hall renovations).

As noted in the attached engagement letter (Exhibit A - page 3), Speer provides a range of debt related services, comprised of financial planning (debt service schedules, financing timelines, coordination of financial planning, etc.) and other services related to State and Federal loan programs. As noted on page 2 of the engagement letter, Speer charges a flat $10,000 for municipal advisory services, plus one tenth (1/10) of 1% on the amount of principal issued up to $50 million; one-twentieth (1/20) of 1% on amounts between $50 million and $100 million; and one-fortieth (1/40) of amounts in excess of $100 million. Based on the current amount of funding available for the proposed WIFIA loan of ~$125 million (80% of estimated DWC/Lake Michigan water sourcing project cost of $156.25 million), Speer's municipal advisor fee would be approximately $91,250. However, Speer's fee is contingent on the issuance of the loan, so if Council decide not to move forward with the issuance, no fees would be charged. All fees paid to Speer Financial would be funded by loan proceeds, since these costs would be directly correlated to the issuance of WIFIA loans.

Saul Ewing, LLP, (www.saul.com) is a national law firm with approximately 375 attorneys who provide an array of legal services to more than 40 different industries. Saul Ewing has served as bond counsel for the City's last three bond issuances, assisting the City with the various compliance and disclosure requirements. As shown on page 3 of the engagement letter (Exhibit B), Saul Ewing is proposing a fixed fee of $90,000. Should Council decide not to issue the proposed WIFIA loan, the City would pay a proration of that amount for services previously rendered. Similar to Speer Financial in the preceding paragraph, all fees paid to Saul Ewing would be funded by bond proceeds.

Recommendation

Staff recommends approval of the engagement letters for Speer Financial (municipal advisor) and Saul Ewing (bond counsel).

Exhibit A

Speer Financial, Inc.
INDEPENDENT MUNICIPAL ADVISORS
ESTABLISHED 1954

DANIEL FORBES, *President*
RAPHALIATA McKENZIE, *Senior Vice President*
MAGGIE BURGER, *Senior Vice President*
ANTHONY MICELI, *Senior Vice President*
MARK JERETINA, *Senior Vice President*
AARON GOLD, *Vice President*

February 14, 2023

Rob Fredrickson
Finance Director
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Re: United City of Yorkville, Kendall County, Illinois
Planning and issuance of a Water Infrastructure Finance and Innovation Act (WIFIA) loan related to the City's Connection to the DuPage Water Commission as a new Water Source (the "Project").

Dear Rob:

Speer Financial, Inc. ("Speer") is pleased to provide this Engagement Letter to the United City of Yorkville, Illinois (the "Client") for our services as Municipal Advisor in connection with the issuance of the loan referenced above (the "Loan"). The purpose of the issuance of the Loan, briefly stated, is to provide for capital improvements related to the Client's connection to the DuPage Water Commission (the "Project").

Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the "Engagement") as your Municipal Advisor with respect to the Project. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as disclosures of services, fees, terms and termination, conflict of interest and any material disciplinary actions.

Services. Speer agrees to provide to the Client the municipal advisory services (the "Services") set forth in the attached **Exhibit A**. Certain limitations to Speer's Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer's Engagement. These terms are detailed in the attached **Exhibit C**.

Authorization. It is Speer's understanding that the **Executive Director** of the Client (the "Client Contacts") are authorized to receive this Engagement Letter and discuss with Speer the terms and disclosures of this Engagement Letter. Speer may also rely on the authority of such Client Contacts when receiving direction from such Client Contacts in the course of Speer providing its Services.

Term and Termination. Speer's Engagement shall remain in effect until terminated by the Client or Speer upon at least thirty (30) days written notice to the other party.

Compensation. Speer's compensation for Services on the Project is set forth below.

As compensation for Speer's provision of the Services, Speer shall receive a fee based upon the par amount of any securities issued, calculated as follows:

Municipal Advisory Services:	$10,000 plus 1/10th of 1% of the municipal securities issued up to $50,000,000; 1/20 of 1% of the municipal securities issued above $50,000,000 and up to $100,000,000 and 1/40 of 1% of the municipal securities issued in excess of $100,000,000.

This fee does not include the payment of Speer's out-of-pocket costs as further described in **Exhibit B.** See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

Representations of Client. The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

Required Disclosures. Speer is registered with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). MSRB Rule G-42 requires that Speer provide the Client with disclosures of material conflicts of interest and information regarding certain legal events and disciplinary history. MSRB Rule G-10 requires that Speer provide certain disclosures related to the MSRB's webpage and the availability of a municipal advisory client brochure. Such disclosures are provided in the attached **Exhibit D**. Should the Client have any questions or concerns with these disclosures, the Client should promptly contact Speer.

Risk Disclosure. Each form of financing has particular financial characteristics and inherent risks. Provided in the attached **Exhibit E** is a general description of the most commonly used security structures of fixed rate municipal bonds in Illinois as well disclosures on the risks of each structure known to Speer at this time. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service and look forward to working with you on this Project.

Sincerely,

SPEER FINANCIAL, INC.

By:

Its: Senior Vice President

EXHIBIT A

SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR THE UNITED CITY OF YORKVILLE

Financial Planning Services

1. *Orientation:* Reviewing the Client's current financial position, statutory authority, and financing capabilities.

2. *Coordination*: Coordinating financial planning and issuance details with the Client's staff, bond counsel, paying agents, rating agencies and other transaction participants.

3. *Consultation*: Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan, as requested.

4. *Planning*: Developing a debt financing plan that includes all or some of the following:

    a. Maturity Schedules - Provide preliminary maturity schedules relating to the financing.

    b. Financing Timeline - A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.

    c. Financing Distribution List – Prepare a listing of the individuals and firms that will serve on the transaction.

Services Related to State or Federal Loan Programs

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the loan issuance.

2. *Advise on Financing Terms* – Advise the client on the terms of the financing including the interest rate offered and the covenants required.

3. *Financing Plan* – Assist with the structuring of the debt service payments related to the loan program, including its structure within the overall financing plan.

4. *Preparation For Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, the preparation, and dissemination of a closing letter, should one be neccessary.

5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

EXHIBIT B

LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES

Speer's duties as Municipal Advisor are limited to the Services detailed in **Exhibit A.** Among other things, Speer's Engagement does not include:

1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.

2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.

3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.

4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.

5. Participating in the underwriting of the debt, as prohibited by Federal securities law.

6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.

7. Verifying the accuracy of audited and unaudited financial statements.

8. Giving advice on the investment of securities proceeds.

9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.

10. The Services do not include the payment by Speer of its "out of pocket" expenses, including but not limited to, the utilization of a bidding platform (*SpeerAuction* or *SpeerBids*), verification services as requested by the Client, mailing, overnight and messenger delivery and printing and copying costs.

11. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.

EXHIBIT C

OTHER TERMS OF THE SPEER ENGAGEMENT

Please note the following with respect to the Client's role in connection with each issuance of securities.

1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.

2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.

3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.

4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

EXHIBIT D

REQUIRED DISCLOSURES

1. DISCLOSURE OF CONFLICTS OF INTEREST

A. Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the

municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

B. Other Material Conflicts of Interest

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Engagement Letter.

Speer serves numerous municipal entities throughout the state of Illinois, some of which may be involved directly or indirectly with the Project. Speer also serves water agencies and other water providers throughout the state of Illinois, some of which may have similar or competing interests with the Client and the Project. However, Speer's services related to the Client, the Project and its other municipal entity clients are related only to the financing of municipal securities. We provide no input or advice on the projects being undertaken. For this reason, we do not believe that our involvement as municipal advisor with any other municipal entity or water agency is a material conflict of interest to the Client.

2. DISCLOSURE OF LEGAL EVENTS AND DISCIPLINARY ACTION

The MSRB requires us, as your municipal advisor, to provide written disclosure to you of any legal or disciplinary events material to your evaluation of Speer or the integrity of Speer's management or advisory personnel.

Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Speer or the integrity of Speer's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

How to Access Form MA and Form MA-I Filings. Speer's most recent form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001606944

Most Recent Change in Legal or Disciplinary Event Disclosure. Speer has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

3. FUTURE DISCLOSURES

As required by MSRB Rule G-42, the Required Disclosures found in this Exhibit D may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Speer. Speer will provide the Client with any such supplemental or amended information as it becomes available through the term of the Municipal Advisory Relationship.

4. G-10 DISCLOSURE

The Municipal Securities Rulemaking Board's (MSRB) webpage address is: www.msrb.org

Posted on the MSRB's webpage is a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

EXHIBIT E

FINANCIAL CHARACTERISTICS AND RISKS OF MUNICIPAL BONDS IN ILLINOIS

The following is a general description of the financial characteristics, security structures and risks of municipal fixed rate bonds ("Municipal Bonds") issued in Illinois. The risks being disclosed in this Exhibit E are those that are known to Speer at this time and should be considered by the Client prior to deciding whether to issue Municipal Bonds. If you have any questions or concerns about any disclosure made, please notify Speer immediately.

Financial Characteristics

Maturity and Interest. Municipal Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Municipal Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Municipal Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Municipal Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Municipal Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Municipal Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Municipal Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

General Obligation Bonds. "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below). General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Limited Bonds. Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the *"Extension Limitation Law"),* can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base *(the "Base"),* which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

Alternate Bonds. Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"),* permits you to issue alternate or "double-barrelled" bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.

Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for

a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

(a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;

(b) debt service on all outstanding revenue bonds payable from such enterprise revenues;

(c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;

(d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and

(e) in each year, an amount not less than 1.25 times debt service on all:

(i) outstanding alternate bonds payable from such enterprise revenues; and

(ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending on a date that is not more than 18 months prior to the date of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

Debt Certificates. You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee- seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the "Work Contracts"), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee- seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

Special Service Area Bonds. When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

Revenue Bonds. "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds, referred to as conduit revenue bonds, may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 50l(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor.

Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

Tax Increment Financing. Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public

and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, l0% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

Risk Considerations

Certain risks may arise in connection with your issuance of Municipal Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk. You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Exhibit B

James B. Durkin
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james.durkin@saul.com
www.saul.com

SAUL EWING
LLP

January 29, 2024

Mayor John Purcell
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

Re: Representation of the United City of Yorkville, Kendall County, Illinois as Loan Counsel for the 2024 Water Infrastructure Finance and Innovation Act (WIFIA) Loan

Dear Mr. Purcell:

Thank you for giving Saul Ewing LLP (the "***Firm***") the opportunity to represent the United City of Yorkville, Kendall County, Illinois (the "***Client***") as Loan counsel with respect to the WIFIA loan from the United States Environment Protection Agency (the "***Loan***"). The Rules of Professional Conduct, which govern the activities of lawyers, and the Firm's internal guidelines, recommend that we establish the terms of the engagement at the outset of our work. The purpose of this letter is to comply with those recommendations and to set forth our common understanding of the terms under which we will provide legal services to the Client.

Scope Of Services: The Firm will provide the following services to the Client (the "***Engagement***"):

We have been engaged to act as counsel for the Client with respect to the Loan. Our services as Loan counsel will include the following services: (a) to advise the Client in connection with the approval of the Loan by the Client, including the preparation of an Ordinance authorizing the execution of Loan documents, (b) to assist in the drafting and negotiation of any and all legal documents relative to the approval of the Loan, including any loan agreements, notes or other loan documents, and, if necessary, (c) to issue standard unqualified opinion(s) and if necessary with customary exceptions regarding the validity of the Loan (the "***Loan Opinion***").

Unless we are otherwise separately engaged in writing to perform other services, our duties shall not include services as disclosure counsel, underwriter's counsel or bank counsel with respect to the approval of the Loan and the execution of Loan documents, nor shall our services include the performance of any "blue sky" review or the preparation of any memoranda concerning state securities laws. In addition, we will not make an investigation or express any view as to the creditworthiness of the Client or the Loan.

If a Loan Opinion is necessary, it may be executed and delivered on the date the Loan is approved and will be based on facts and law existing as of its date. In rendering the Loan Opinion, we will rely on representations of the Client set forth in the Loan documents, the certified proceedings and other certifications of public officials and other persons (including certifications as to the use of proceeds of the Loan), without undertaking to verify such matters by independent investigation, and we will assume continuing compliance by the Client with all applicable laws relating to the Loan and related Loan documents.

Unless previously terminated, our representation of the Client will terminate upon our sending our final statement for services rendered in this matter.

The Client is engaging the Firm as loan counsel to provide legal services specifically in connection with the approval of the Loan. After completion of the issuance of the Loan, changes may occur in the applicable laws or regulations that could have an impact upon the Client's future rights and liabilities. Unless the Client engages us in writing after completion of the current engagement to provide additional advice on issues arising from the current engagement, the Firm has no continuing obligation to advise the Client with respect to the Loan approval.

We agree that this is a limited scope representation and that this Engagement does not include any legal service beyond that described in this paragraph. We agree that the Firm has no obligation to expand this Engagement beyond that described in the foregoing paragraphs. Separate arrangements must be agreed to in writing by the Firm before it shall undertake any additional legal services.

Our sole client in this Engagement is the person or persons, entity or entities identified as the Client in the subject line of this letter. Our agreement to represent the Client is not an agreement to represent any affiliates or related individuals or owners or any officers, directors, partners, members, shareholders, employees, independent contractors or agents of the Client, unless we have specifically agreed to do so elsewhere in this letter or by separate written agreement.

Unless specifically mentioned as part of the Engagement described above, the Firm does not undertake to: (1) identify potentially applicable insurance coverage (both primary and excess) or indemnification agreements; (2) provide notice to potentially responsible insurers (both primary and excess) or indemnitees; or (3) provide any advice or other legal services relating to tax laws

(state, federal or local) or federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or the disclosure obligations under such laws.

In addition, although the Firm provides its best advice regarding potential exposure, damages, and timing, the Firm is unable to determine, much less guarantee, when a court will rule or what schedule it will set nor when or how another party will respond.

Client agrees to disclose to the Firm if the Client has given a third party an interest in the outcome of this Engagement through any understanding or agreement (such as an agreement with a litigation funding firm or an assignment of any claims).

Standard Terms Of Engagement: Enclosed for Client's review is a copy of our Standard Terms Of Engagement, which describes in greater detail the basis upon which we provide services to our clients. This letter and the Standard Terms Of Engagement together comprise the terms of Client's Engagement with the Firm. To the extent that the terms of this letter and those of the Standard Terms Of Engagement are inconsistent, the terms of this letter will control. Client should review both carefully and contact me if Client has any questions about them or our relationship. As set forth in more detail in the Standard Terms Of Engagement, an estimate of fees and costs is not a maximum or fixed fee quotation and expressions of probable or possible outcomes are not guarantees about future developments.

Applicability To Future Engagements: The terms and conditions of our representation contained in this letter and in the accompanying copy of our Standard Terms Of Engagement shall also apply to any future engagement, unless we send a separate engagement letter for such future engagement which may include different terms and updated Standard Terms Of Engagement. With respect to any such future engagement, the Firm will check for conflicts of interest as appropriate.

Fees & Costs: We have agreed to perform the services described in the Scope of Services above for a fixed fee of $90,000.00. To the extent legal services going beyond those described in the Scope of Services above are requested or required, we shall charge for such services on an hourly basis by multiplying the time expended by our attorneys and legal assistants by their respective hourly rates as set by the Firm from time to time. Our current hourly rates generally range from $345 for our most junior attorneys to $1,440 for our most senior partners. Although staffing may change depending on what happens, the lawyers we initially anticipate working on the Engagement are myself and Randall S. Kulat, who shall be billed at rate of $625 an hour to the extent that he is requested or required to perform legal services that go beyond that described in the Scope of Services above. Our rates are reviewed in the last quarter of the calendar year and adjusted as of January 1 of the following year. In addition to legal fees, Client will also be

responsible for any costs incurred or disbursements made in connection with the Engagement. Please see the accompanying Standard Terms Of Engagement for more detail.

Bills: Fees and expenses will be paid at the closing or closings out of the proceeds of the transaction which is the subject of the Engagement (unless the transaction is delayed for an extensive period, in which case we reserve the right to establish another arrangement for payment for our services). Services rendered after closing and bills for expenses received after closing will be invoiced to the client within a reasonable time thereafter. This will confirm that Client consents to our payment at closing and consents to our withdrawal as counsel on this or any other matter in which we represent Client if payment is not made when agreed or if Client's conduct causes us to conclude that we should withdraw as counsel under any circumstance permitted or required by the Rules of Professional Conduct.

Conflicts of Interest: We have commenced a check for possible conflicts of interest and based on our records and information provided to us by Client, have not discovered any matters which we believe would raise a conflict of interest. If Client is or becomes aware of any facts which may give rise to a conflict of interest, please contact us immediately.

Advance Waiver: The Firm represents many companies and individuals. It is possible that during the course of the Engagement another client may have a dispute with or a matter adverse to the Client unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include a real estate transaction or land use matter, a bankruptcy matter, a financing matter or business counseling or corporate matter, a patent or other intellectual property matter, a labor and employment matter or even an unrelated litigation matter, including litigation relating to an unrelated patent. This will confirm that the Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client, Client agrees that it will not claim a conflict as a basis for disqualification in such other matter. We agree, however, that the Client's prospective consent to conflicting representations contained in this paragraph will not apply in any instance where, as a result of our representation of the Client, we have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used in any such matter by such client to the Client's material disadvantage.

Very truly yours,

James B. Durkin

JBD/tdm
51670731.2

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	■

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2024-09

Agenda Item Summary Memo

Title: Fireworks Contract with Mad Bomber Fireworks Production and Budget Amendment

Meeting and Date: City Council – February 13, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Tim Evans (Name) Parks & Recreation (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
Rob Fredrickson, Finance Director
CC: Bart Olson, City Administrator
Date: February 1, 2024
Subject: 2024 Fireworks Display Contract Approval

Summary

Review and approval of the City's 2024 Fireworks Display Contract and corresponding budget amendment.

Background

Approximately 12 years ago, staff members of the City's Parks & Recreation Department began volunteering with the Yorkville Area 4th of July Celebration committee in organizing the annual Yorkville Area 4th of July event and fireworks show. The City graciously offered to continue, with police assistance, loaning equipment (such as barricades, cones, utility vehicles, port-a-lets etc.) as well as creating a "City 4th of July" account to collect revenues and pay expenses.

Since City staff started volunteering with the Yorkville Area 4th of July Celebration, the City has periodically held additional fireworks shows, such as St. Patrick's, Holiday Celebration and a Summer Kick Off, for residents to enjoy, especially during the pandemic. For 2024, staff has recommended that the City focus on two fireworks shows, the 4th of July, which includes an enhanced, extremely intensive presentation for 4th of July and the Holiday Celebration.

As part of the currently scheduled 2024 City fireworks shows, staff will need to sign a fireworks contract which will exceed $25,000. To receive the best purchase prices, in 2021 Parks & Recreation staff released a fireworks Request for Proposal (RFP). One fireworks manufacturer submitted a proposal, Mad Bomber Fireworks Productions, which the City, Fire Department and the 4th of July Committee have contracted with for many years. It is important to note the outstanding relationship the City and Bristol Kendall Fire Department have with Mad Bomber.

Since securing another fireworks company may be difficult as the City only had one company submit a contract proposal three years ago and with the 2023 contact having expired, staff is bringing a 2024 fireworks contract to the Council for two (2) fireworks shows in 2024 for a total amount of $57,500. In order to formally extend the contract for another year, we must amend the current year (FY 24) budget, as any contractual commitment of the City to expend funds must be followed by a subsequent appropriation per State Statute. Since both firework shows will not take place until next fiscal year, staff would roll the current year amended amount of $57,500 into FY 25, as part of the annual budget process. To keep the amendment as simple as possible, only the program supplies line item in the Recreation Department cost center of the (79) Parks & Recreation Fund has been adjusted. The actual financing mechanism(s) (i.e., program revenues, General Fund transfer, etc.) will be determined as part of the FY 25 budget process. On paper,

this amendment will reduce fund balance by $57,500 (by increasing Recreation program supplies from $240,000 to $297,500); however, in actuality this amendment will have no budgetary impact, since the actual expenditures will not be incurred until FY 25.

Recommendation

Staff seeks City Council approval of the attached resolution and budget amendment in order to execute the Mad Bomber Fireworks Productions contract proposal in the amount of $57,500 for the two City fireworks shows in 2024.

Resolution No. 2024-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING A CONTRACT WITH MAD BOMBER FIREWORKS PRODUCTIONS FOR THE PURCHASE OF FIREWORKS FOR TWO CITY-SPONSORED FIREWORKS DISPLAYS

WHEREAS, the United City of Yorkville (the "*City*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the City's Municipal Code provides that the City may approve contracts for supplies, materials and equipment that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the City plans to host two fireworks shows for the enjoyment of residents during calendar year 2024, one on July 4, 2024 and another on November 23, 2024; and

WHEREAS, the City released a Fireworks RFP in 2021, to which only one business responded, Mad Bomber Fireworks Productions ("Mad Bomber"); and

WHEREAS, the City has contracted with Mad Bomber for the supply of fireworks and related set up and production for fireworks shows that the City has hosted for at least three years, and the City and Bristol Kendall Fire Protection District maintain an outstanding relationship with Mad Bomber; and

WHEREAS, the City, therefore, desires to enter into a new contract with Mad Bomber for fireworks shows the City will be hosting during the 2024 calendar year; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the health, safety and welfare of the City and its residents to authorize and approve a contract between the City and Mad Bomber for the purchase of fireworks displays and related set up and production of said displays.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois:

Section 1. The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

Section 2. In consideration of the foregoing recitals, the Corporate Authorities hereby waive the competitive bidding requirement and authorize and direct the City Administrator to proceed with the execution of an agreement with Mad Bomber Fireworks Productions for the production of two fireworks shows to be hosted by the City.

Section 3. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350

11N485 HUNTER TRAIL, ELGIN, IL 60124 **Ph.**(847) 464-1442 **Fax 847 464-1388**

To: UNITED CITY OF YORKVILLE Fax #630 553-4360
PARK & RECREATION

ATTN: **STEVE REDMON/TIM EVANS/ SHAY REMUS**

Re; FIREWORKS DISPLAYS - 07/04/24 & 11/23/24

- **(Please Sign & Return Contact Agreement)**
- $48,000 07/04/24 and $9,500 11/23/24
- Largest shell size is 5" Diameter
- 350' Distance N.F.P.A. #1123

WE HAVE A DEDICATED FAX LINE
PLEASE RE-SUBMIT YOUR FAX TO THIS # 847 464-1388

THANK YOU, DAN P. MILLER
E-Mail dan@madbomberfireworks.com

P.S. PLEASE CALL ME IF YOU HAVE ANY QUESTIONS AT ALL...

MAD BOMBER

FIREWORKS PRODUCTIONS
3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350
11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847) 464-1442 **Fax** (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL
IS FOR THE

UNITED CITY OF YORKVILLE

ANNUAL INDEPENDENCE DAY and
HOLIDAY UNDER THE STARS CELEBRATIONS

@ COUNTRYSIDE PARKWAY, YORKVILLE ILLINOIS

THURSDAY JULY 4th. 2024 / SATURDAY NOV. 23rd, 2024

Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on Multiple Break, and Special Effect Display Barrages. Plus a complete line on oriental & imported pattern products from China, Japan, and Taiwan. Also included are the latest brilliant Colored Effects from the leading manufactures in the United States.

TOTAL PRICE $57,500.00

INCLUDES THE FOLLOWING:

Two – EXTREMELY INTENSIVE PRESENTATIONS
07/4/24 $48,000 25-Minutes & 11/23/24 $9,500 10-Minutes

Ten Million Dollars Liability Insurance.

Same Crews of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Productions.

Clean-up of the firing area immediately following the displays.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Five Million Dollars road liability.

Choreographed Display Productions.

MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT

This contract entered into this 12th day of January, 2024 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and UNITED CITY OF YORKVILLE 651 Prairie Pointe Drive, Yorkville, Illinois Hereinafter referred to as Buyer, of UNITED CITY OF YORKVILLE, ILLINOIS 60560

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Displays in accordance with the Program. Buyer will pay Seller a sum of $57,500.00 for said Displays. (07/04/24 $48,000 and 11/23/24 $9,500) Upon acceptance of this agreement Buyer will not pay Seller a sum of (waived) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the Fourth day of JULY 2024, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original date agreeable to both the Seller and Buyer.

2. For inclement weather or any other reason there will be a 15% Fee of the Agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses not to reschedule an alternate date within six months of original date, there will be a 50% Fee of Agreement price for cancellation of display.

3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 350' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.

4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.

5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.

6. Seller agrees to provide Liability Insurance in the amount of $10,000,000.00 for the benefit of both the Buyer and Seller All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract..

7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage. or unavailability of any particular item on the proposal.

8. Seller and Buyer agree to include Attachments, if any Attachment: HOLIDAY UNDER THE STARS SHOW 11/23/24 Display price does not include local fire protection permit fees. RAIN DATE _____ 2024. Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MIAND, INC. MAD BOMBER FIREWORKS BUYER

By Dan P. Trieller By _____

Sr. Vice President (is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date ----------01/12/24---------- Date; ----------

Ordinance No. 2024-_____

AN ORDINANCE AUTHORIZING THE SIXTH AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2023 AND ENDING ON APRIL 30, 2024

WHEREAS, the United City of Yorkville (the "City") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2023-14 on April 25, 2023 adopting an annual budget for the fiscal year commencing on May 1, 2023 and ending on April 30, 2024; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Parks & Recreation fund with respect to the United City of Yorkville's 2023-2024 Budget are hereby approved.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2024.

_____

CITY CLERK

DAN TRANSIER	_____	KEN KOCH	_____
CRAIG SOLING	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

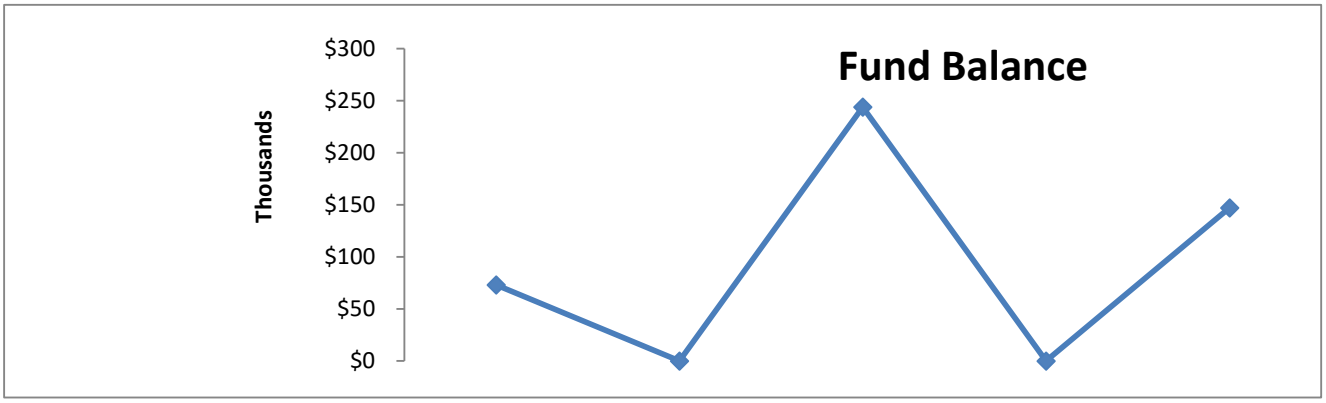
_____

MAYOR

Schedule A

PARKS & RECREATION FUND (79)

	FY 2021 Actual	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2024 Amended Budget
Revenue					
Charges for Service	$ 357,208	$ 549,231	$ 695,128	$ 670,000	$ 670,000
Investment Earnings	235	91	2,311	1,250	1,250
Reimbursements	5,607	3,991	21,125	-	-
Miscellaneous	68,018	239,222	270,844	257,936	257,936
Other Financing Sources	1,473,433	1,515,511	2,232,541	2,440,844	2,440,844
Total Revenue	**$ 1,904,501**	**$ 2,308,046**	**$ 3,221,949**	**$ 3,370,030**	**$ 3,370,030**
Expenditures					
Salaries	$ 1,007,587	$ 1,122,835	$ 1,335,391	$ 1,546,393	$ 1,546,393
Benefits	424,491	421,101	446,283	542,523	542,523
Contractual Services	521,370	284,725	517,297	632,457	632,457
Supplies	289,536	552,385	679,172	687,920	745,420
Total Expenditures	**$ 2,242,984**	**$ 2,381,046**	**$ 2,978,143**	**$ 3,409,293**	**$ 3,466,793**
Surplus (Deficit)	$ (338,483)	$ (73,000)	$ 243,806	$ (39,263)	$ (96,763)
Ending Fund Balance	**$ 73,000**	**$ -**	**$ 243,804**	**$ -**	**$ 147,041**
	3.3%	*0.0%*	*8.2%*	*0.0%*	*4.2%*



United City of Yorkville
Parks and Recreation Fund

79

PARKS AND RECREATION FUND REVENUE

Account	Description	FY 2021 Actual	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2024 Amended Budget
Charges for Services						
79-000-44-00-4402	SPECIAL EVENTS	$ 9,549	$ 73,124	$ 76,493	$ 90,000	$ 90,000
79-000-44-00-4403	CHILD DEVELOPMENT	83,029	126,268	137,156	145,000	145,000
79-000-44-00-4404	ATHLETICS AND FITNESS	259,988	323,635	427,043	375,000	375,000
79-000-44-00-4441	CONCESSION REVENUE	4,642	26,204	39,436	45,000	45,000
79-000-44-00-4482	LIBRARY CHARGEBACK	-	-	15,000	15,000	15,000
	Total: Charges for Services	**$ 357,208**	**$ 549,231**	**$ 695,128**	**$ 670,000**	**$ 670,000**
Investment Earnings						
79-000-45-00-4500	INVESTMENT EARNINGS	$ 235	$ 91	$ 2,311	$ 1,250	$ 1,250
	Total: Investment Earnings	**$ 235**	**$ 91**	**$ 2,311**	**$ 1,250**	**$ 1,250**
Reimbursements						
79-000-46-00-4690	REIMB - MISCELLANEOUS	$ 5,607	$ 3,991	$ 21,125	$ -	$ -
	Total: Reimbursements	**$ 5,607**	**$ 3,991**	**$ 21,125**	**$ -**	**$ -**
Miscellaneous						
79-000-48-00-4820	RENTAL INCOME	$ 54,976	$ 64,149	$ 73,650	$ 70,436	$ 70,436
79-000-48-00-4825	PARK RENTALS	1,746	9,968	10,909	17,500	17,500
79-000-48-00-4843	HOMETOWN DAYS	-	145,676	165,729	150,000	150,000
79-000-48-00-4846	SPONSORSHIPS & DONATIONS	3,745	7,800	6,800	15,000	15,000
79-000-48-00-4850	MISCELLANEOUS INCOME	7,551	11,629	13,756	5,000	5,000
	Total: Miscellaneous	**$ 68,018**	**$ 239,222**	**$ 270,844**	**$ 257,936**	**$ 257,936**
Other Financing Sources						
79-000-49-00-4901	TRANSFER FROM GENERAL	$ 1,473,433	$ 1,515,511	$ 2,232,541	$ 2,440,844	$ 2,440,844
	Total: Other Financing Sources	**$ 1,473,433**	**$ 1,515,511**	**$ 2,232,541**	**$ 2,440,844**	**$ 2,440,844**
	Total: PARKS & REC REVENUE	**$ 1,904,501**	**$ 2,308,046**	**$ 3,221,949**	**$ 3,370,030**	**$ 3,370,030**

United City of Yorkville
Parks and Recreation Fund

795

RECREATION DEPARTMENT EXPENDITURES

Account	Description	FY 2021 Actual	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2024 Amended Budget
Salaries						
79-795-50-00-5010	SALARIES & WAGES	$ 372,355	$ 369,077	$ 464,286	$ 535,416	$ 535,416
79-795-50-00-5015	PART-TIME SALARIES	473	4,078	16,584	17,000	17,000
79-795-50-00-5045	CONCESSION WAGES	-	8,820	12,701	17,000	17,000
79-795-50-00-5046	PRE-SCHOOL WAGES	20,559	42,373	51,931	80,000	80,000
79-795-50-00-5052	INSTRUCTORS WAGES	13,687	12,468	28,880	40,000	40,000
	Total: Salaries	**$ 407,074**	**$ 436,816**	**$ 574,382**	**$ 689,416**	**$ 689,416**
Benefits						
79-795-52-00-5212	RETIREMENT PLAN CONTRIBUTION	$ 41,742	$ 39,317	$ 39,905	$ 42,045	$ 42,045
79-795-52-00-5214	FICA CONTRIBUTION	30,377	32,801	42,846	51,229	51,229
79-795-52-00-5216	GROUP HEALTH INSURANCE	76,908	69,510	82,352	114,604	114,604
79-795-52-00-5222	GROUP LIFE INSURANCE	411	607	862	923	923
79-795-52-00-5223	DENTAL INSURANCE	6,142	5,084	6,666	7,895	7,895
79-795-52-00-5224	VISION INSURANCE	1,020	797	1,006	1,139	1,139
	Total: Benefits	**$ 156,600**	**$ 148,116**	**$ 173,637**	**$ 217,835**	**$ 217,835**
Contractual Services						
79-795-54-00-5412	TRAINING & CONFERENCES	$ 204	$ 1,952	$ 2,969	$ 6,000	$ 6,000
79-795-54-00-5415	TRAVEL & LODGING	-	4	1,813	3,000	3,000
79-795-54-00-5424	COMPUTER REPLACEMENT CHARGEBACK	438	2,473	7,474	3,724	3,724
79-795-54-00-5426	PUBLISHING & ADVERTISING	4,655	11,356	12,621	55,000	55,000
79-795-54-00-5440	TELECOMMUNICATIONS	11,641	14,482	15,203	12,000	12,000
79-795-54-00-5447	SCHOLARSHIPS	-	-	-	2,500	2,500
79-795-54-00-5452	POSTAGE & SHIPPING	1,562	1,114	2,406	3,500	3,500
79-795-54-00-5460	DUES & SUBSCRIPTIONS	2,803	2,247	3,169	4,000	4,000
79-795-54-00-5462	PROFESSIONAL SERVICES	51,882	87,708	122,304	140,000	140,000
79-795-54-00-5480	UTILITIES	5,337	7,333	8,420	11,236	11,236
79-795-54-00-5485	RENTAL & LEASE PURCHASE	1,416	1,339	1,412	6,000	6,000
79-795-54-00-5488	OFFICE CLEANING	7,560	7,419	16,548	11,250	11,250
79-795-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	2,173	976	43,292	10,000	10,000
	Total: Contractual Services	**$ 89,671**	**$ 138,403**	**$ 237,631**	**$ 268,210**	**$ 268,210**

United City of Yorkville
Parks and Recreation Fund

795

RECREATION DEPARTMENT EXPENDITURES

Account	Description	FY 2021 Actual	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2024 Amended Budget
Supplies						
79-795-56-00-5600	WEARING APPAREL	$ -	$ -	$ -	$ 7,500	$ 7,500
79-795-56-00-5602	HOMETOWN DAYS SUPPLIES	700	127,875	156,063	150,000	150,000
79-795-56-00-5606	PROGRAM SUPPLIES	118,617	189,296	249,385	240,000	297,500
79-795-56-00-5607	CONCESSION SUPPLIES	4,852	13,014	20,133	18,000	18,000
79-795-56-00-5610	OFFICE SUPPLIES	2,038	2,395	3,229	3,000	3,000
79-795-56-00-5620	OPERATING SUPPLIES	65,858	23,430	30,604	35,000	35,000
79-795-56-00-5640	REPAIR & MAINTENANCE	1,140	1,363	1,699	2,000	2,000
Total:	**Supplies**	**$ 193,205**	**$ 357,373**	**$ 461,113**	**$ 455,500**	**$ 513,000**
Total:	**RECREATION EXPENDITURES**	**$ 846,550**	**$ 1,080,708**	**$ 1,446,763**	**$ 1,630,961**	**$ 1,688,461**

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	■
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2024-10

Agenda Item Summary Memo

Title: Intergovernmental Agreement Approval & Purchase – VirTra V-300 LE-1 System

Meeting and Date: City Council – February 13, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: James Jensen (Name) Police (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Yorkville City Council
From: James Jensen, Police Chief
CC: Bart Olson, City Administrator
Date: February 13, 2024
Subject: Intergovernmental Agreement Approval & Purchase – Kendall County Law Enforcement Agencies & Yorkville School District

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Summary

Intergovernmental agreement between the United City of Yorkville and Kendall County Law Enforcement Agencies (Plano, Oswego, Montgomery & Kendall County Sheriff's Office) and Yorkville School District #115 for use of the Yorkville Police Department VirTra V-300 System.

Background

In March of 2023 the Yorkville Police Department submitted an application to the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) for a law enforcement de-escalation grant. In October of 2023 we were notified that the Yorkville Police Department was selected to receive this grant.

Our awarded "COPS" grant will be be used for the purchase of the flagship VirTra V-300 police training simulator. This simulator features five seamless displays providing 300 degrees of immersive scenario-based training for all Kendall County Law Enforcement agencies and security personnel from Yorkville School District #115. The DOJ has processed our grant paperwork and notified us that we can order the VirTra system.

Because this simulator requires a temperature-controlled room greater than 30' x 30' we have been working with Kendall County Sheriff Dwight Baird who has offered to house the simulator. This simulator will be housed on the second floor of the Kendall County Court House. Personnel from the Yorkville Police Department and Kendall County Sheriffs Office will have 24/7 access to the simulator.

The attached Intergovernmental Agreement (Exhibit A) with no monetary cost to the City and/or participating agencies is attached for review and approval.

Recommendation

Staff recommends the purchase of the VirTra system and the attached Intergovernmental Agreement for police agency and school district staff usage of our VirTra V-300 System.

Attachments

Exhibit A: Intergovernmental Agreement
Exhibit B: VirTra Quote Number 00007898

Resolution No. 2024 - ____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING THE PURCHASE OF A VIRTRA V-300 LE-1 POLICE TRAINING SIMULATOR

WHEREAS, the United City of Yorkville (the "*City"*) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the City's Police Department applied to the United States Department of Justice ("*DOJ"*), 0ffice of Community Oriented Policies Services ("*COPS"*) for a law enforcement de escalation grant and was awarded a grant with the understanding that the grant would be used for the purchase of a VirTra V-300 LE-1 System (the *"Simulator"*) to provide immersive scenario-based training for law enforcement officers including interactive course work and simulator training curriculum; and

WHEREAS, the Yorkville Police Department has obtained a quote from VirTra, the sole source for this type of Simulator, which quote is attached hereto and made a past hereof;

WHEREAS, after demonstration of the operation of the Simulator and investigation of the benefits to law enforcement officers from the use of the Simulator, the Yorkville Police Department recommends its acquisition by the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois:

Section 1. The foregoing recitals are hereby incorporated into this Resolution as the findings of the City Council.

Section 2. In consideration of the foregoing recitals, the acquisition of the VirTra V-300 LE-1 Systems to be paid with the "*COPS"* grant is hereby approved.

Section 3. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

VirTra

295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

Account Name	Yorkville Police Department	Created Date	1/25/2024
Contact Name	James Jensen	Quote Number	00007898
Email	jjensen@yorkville.il.us	Expiration Date	2/9/2024
Ship To Name	Yorkville Police Department	Prepared By	Steve DiIullo
		Phone	(480) 968-1488
		Email	steve.diiullo@virtra.com

Notes: This is an updated quote - 01/25/2024 (adding one additional handheld flashlight given extra Grant monies) to the originally signed quote on 12/22/2024.

Note, there will NOT be a 3% charge for this one time Credit Card purchase - as agreed by both parties.

IL sales tax applies unless tax exempt certificate provided.

Additional years of annual Service / Warranty Plan maybe purchased for 10% of system cost thru year 5.

Product SKU	Product Code	Product	Product Description	Sales Price	Quantity	Total Price
7001000	V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	$0.00	1.00	$0.00
1300000	V-300LE-1	VirTra 300 LE (w/ 1 year warranty)	VirTra Systems 300 LE-1 simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees. Multi-directional audio and seamless real video create an environment and situation that will challenge trainees. Comes with LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). One year warranty and support services included.	$160,292.53	1.00	$160,292.53
	VHU-BS-300	Borderless Screens (V-300® Systems)	Eliminates the 5 inch black border between screens to increase immersion on VirTra V-300® systems.	$11,530.39	1.00	$11,530.39
5000202	VATU-FLT-TLR1	Weapon Mounted Flashlight-TLR1	Model TLR-1 laser-based weapon mounted flashlight.	$1,521.92	2.00	$3,043.84
5000201	V-FLT-G2X	Handheld Flashlight-G2X	G2X laser-based handheld flashlight.	$1,009.70	3.00	$3,029.10
5000750	VWSA-RFS	Refill Station	Table-top refill station for all refillable magazines. Includes automatic push button activation and one	$5,368.96	1.00	$5,368.96

VirTra
295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

			CO2 tank which must ship empty.			
4001702	V-G17-RK-G5	VirTra Tetherless-Glock 17 Gen 5	Micro-switch activated tetherless handgun recoil kit for the Glock 17 Gen 5. Includes one Standard Magazine (All recoil kits convert real firearms which must be supplied by the customer).	$5,571.44	2.00	$11,142.88
4001709	V-G17-ASM-G5	VirTra Tetherless-Glock 17- Advanced Skills Magazine Gen 5	Advanced Skills Magazine for use with the VirTra V-G17-RK recoil systems. Includes needed V-17-RK Gen 5 Tailpiece and Wireless Station. Requires VOS 5.0.36 or higher to operate.	$2,789.07	2.00	$5,578.14
4001710	V-G17-SM-AP	VirTra Tetherless-Glock 17-Adapter Plate	Adapter plate for the VTRK-G17-SM (Requires VirTra refill station).	$585.97	1.00	$585.97
4001711	V-17/22-ASM-AP	VirTra Tetherless-Glock 17/22-ASM Mag. Adapter Plate	Adapter plate for the V-G17/22-ASM (Requires VirTra refill station).	$585.97	1.00	$585.97
5000554	V-T7-12 | 3.5	TASER® 7 Simulation Cartridge Package B	TASER 7® simulation cartridge package B: Simulates close quarter (12 deg.) and standoff (3.5 deg.) probe spreads for TASER 7 deployments in VirTra simulations. Operates in live, customer supplied TASER 7 device. Includes one USB charging cable.	$3,954.31	3.00	$11,862.93
5000501	V-OCC-MK3	OC Canister-MK3	Laser-based MK3 model OC training device.	$2,614.76	3.00	$7,844.28
5000610	V-TF	V-Threat-Fire	VirTra's patented V-Threat-Fire™ return-fire-simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	$4,406.69	2.00	$8,813.38
8000300	V-300-INSTL	VirTra V-300® Installation/Training	VirTra Installation and Training for one (1) V-300® System. Includes all travel and expenses in the CONUS.	$7,643.13	1.00	$7,643.13

Total Price	$237,321.50
S&H	$2,855.30
Grand Total	$240,176.80

Sales Terms and Conditions for Direct Sales to End Users/Buyer
Revised October 2023

1. Precedence. This Sales Terms and Conditions for Direct Sales to End Users/Buyers "Agreement" applies to Buyer's purchase of Goods and Services, as defined below, when purchased directly from VirTra "Seller". Any purchase of Goods and Services sold by Seller is expressly subject to and conditioned upon the terms and conditions set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound by this Agreement. Any different or conflicting additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller. Now therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows.
2. Definitions: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means without limitation, the articles, products, accessories, and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.
3. All Sales Final. All sales are final, and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller's Return Merchandise Authorization (RMA) form.
4. Restocking Fees. In Seller's sole discretion, all returns, refunds, or exchanges may be charged a restocking fee of up to 15% of the

purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

5. Payment Terms. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the remaining 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency ($US Dollar) by a preapproved payment method. Credit card payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. An additional 3% fee will be charged to cover processing costs. Seller may at its sole discretion invoice parts of an order separately. No discounts shall be given for early payments.

6. Suspension or Cancelation: Seller may suspend or cancel Buyer's order for any failure by Buyer to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

7. Late Payments. Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.

8. Taxes. Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

9. Tax Exemption. If Buyer requests tax exempt status, then Buyer must provide Seller with a correct, valid, and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

10. Shipping, Title, Risk of Loss. Shipping and handling costs will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Seller shall invoice upon shipping. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

11. Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

12. Not for Resale or Export. Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

13. Regulations and Restrictions. Buyer agrees to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

14. Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which the parties agree would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.

15. Design Changes. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

16. Reverse Engineering. Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra, and the parties agree that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decomplication or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications.

17. Severable Provisions. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

18. Limitation of Liability. To the maximum extent allowed by law, in no event shall Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating in any way to any purchase from Seller exceed the amounts received by Seller under the relevant purchase order, notwithstanding third-party purchases. In no event will Seller be liable for any special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the Warranty. Seller disclaims any representation that it will be able to repair any product under Warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller

product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

19. Relationship of Parties. Nothing contained in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other. Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller. The parties agree that such consent shall not be unreasonably withheld.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes and replaces any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this Agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.

21. Governing Law, Jurisdiction, and Venue. The laws of the State of Arizona, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transactions.

22. Warranty. Seller warrants the product manufactured by Seller for a period of one year from delivery to the agreed delivery point ('Warranty Period') will materially conform to Seller's standard specifications available from the Seller for the product at the time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. For third party Products not manufactured by Seller, Seller's only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment. Product and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for any and all equipment damaged or destroyed by improper handling, use or misuse.

To the maximum extent permitted by law, Seller's Warranty and the remedies set forth in that Warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in this warranty statement. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have.

23. Buyer Ordered Delivery Delay. In the event of a delivery delay ordered by Buyer, the parties agree to make use of the following: Whereas the Customer has purchased certain products and services from VirTra under the Purchase Order; and Whereas the Customer has directed VirTra to hold and store within its premises the delivery until further notice; and Whereas VirTra shall ship the products FOB destination; and Whereas this Addendum does not operate as an acceptance of goods by the Customer. Now therefore, the parties agree that that VirTra has met its delivery obligations under the terms of sale upon meeting the following condition: VirTra shall provide to Customer photographs documenting that the Purchase Order is ready for shipment. An email from Buyer citing this section 23 shall be sufficient for the parties to proceed as described herein.

-Signature follows -

The Buyer agrees that this Agreement shall govern all purchase orders and related transactions.

Buyer:

Signature: _____

Printed Name: _____

Date: _____

SELECT PAYMENT METHOD

Credit Card; include contact information only (subject to limits)
Purchase Order:
Check:
Other (please specify):

Resolution No. 2024-_____

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE UNITED CITY OF YORKVILLE, THE VILLAGE OF OSWEGO, THE VILLAGE OF MONTGOMERY, THE CITY OF PLANO, THE COUNTY OF KENDALL AND YORKVILLE SCHOOL DISTRICT #115

WHEREAS, the Unity City of Yorkville ("*Yorkville*"), the Village of Oswego ("*Oswego*"), the Village of Montgomery ("*Montgomery*"), the City of Plano ("*Plano*"), the County of Kendall ("Kendall County") are units of local government and Yorkville School District #115 ("*SD #115*") is a public school pursuant to 105 ILCS 5/1-let seq. (collectively the "*Agencies"*); and,

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (collectively, the "*Authority"*) authorize units of local government and school districts to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and,

WHEREAS, Yorkville, through the Yorkville Police Department, applied for and was awarded the FY23 Law Enforcement Agency De-Escalation Grant (the *"Grant"*) from the U.S. Department of Justice ("*DOJ"*) Office of Community Oriented Policing Services ("*COPS*") for the purchase of a VirTra V-300 System (the "*System*") which has the capability of providing 300 degrees of immersive scenario-based training for law enforcement officers, which scenarios cover a wide range of policing from mental health and de-escalation to active threats and high-risk traffic stops; and,

WHEREAS, in applying for the Grant, Yorkville committed to the DOJ that the purchase of the System would be available to and utilized by the law enforcement officers of the municipalities, the County and school district security personnel for the benefit of the entire community of Kendall County; and

WHEREAS, all of the Agencies are interested in working together to use the System to advance community policing and learn how to interpret and to de-escalate critical situations to the greatest extent possible thereby benefitting all residents, businesses, and property owners

within Kendall County in accordance with the terms and conditions hereinafter set forth in the Intergovernmental Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. The Intergovernmental Agreement Among the United City of Yorkville, the Village of Oswego, the Village of Montgomery, the City of Plano, the County of Kendall and Yorkville School District #115, in the form attached hereto and made a part hereof, is hereby approved; and, the Mayor and City Clerk are hereby authorized to execute said Agreement.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

THIS INTERGOVERNMENTAL AGREEMENT IS AMONG THE UNITED CITY OF YORKVILLE, THE VILLAGE OF OSWEGO, THE VILLAGE OF MONTGOMERY, THE CITY OF PLANO, THE COUNTY OF KENDALL AND YORKVILLE SCHOOL DISTRICT #115

THIS INTERGOVERNMENTAL AGREEMENT (the "*Agreement*") is by and among the United City of Yorkville ("*Yorkville*"), the Village of Oswego ("*Oswego*"), the Village of Montgomery ("*Montgomery*"), the City of Plano ("*Plano*"), the County of Kendall ("*Kendall County*") and Yorkville School District #115 ("*SD #115*") (each of which may be referred to as an "*Agency*" and collectively as the "*Agencies*") dated this _____ day of _____, 2024.

W I T N E S S E T H:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (collectively, the "*Authority*") authorize units of local government and school districts to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and,

WHEREAS, Yorkville, through the Yorkville Police Department, applied for and was awarded the FY23 Law Enforcement Agency De-Escalation Grant (the "*Grant*") from the U.S. Department of Justice (DOJ) Office of Community Oriented Policing Services (COPS) for the following purposes:

(a) Providing quality law enforcement training that meets the mandated requirements of the Illinois Law Enforcement Training and Standards Board for all Kendall County law enforcement agencies, Kendall County Court security personnel, Kendall County Corrections division and training for the armed school security personnel of the SD #115;

(b) To develop new and/or update current policies and programs with an emphasis on creating a culture of de-escalation in all critical situation;

(c) To conduct review and analysis of de-escalation efforts, including a review of each response to resistance to determine policy and ethical compliance when force is used beyond what is normal and customary in making an arrest; and,

(d) To build community partnerships that facilitate de-escalation; and,

WHEREAS, the Grant shall be used for the purchase of a VirTra V-300 System (the " *System*") which has the capability of providing 300 degrees of immersive scenario-based training for law enforcement officers, which scenarios cover a wide range of policing from mental health and de-escalation to active threats and high-risk traffic stops; and,

WHEREAS, in applying for the Grant, Yorkville committed to the DOJ that the purchase of the System would be available to and utilized by the law enforcement officers and school district

security personnel of each of the Agencies for the benefit of the entire community of Kendall County; and

WHEREAS, all of the Agencies are interested in working together to use the System to advance community policing and learn how to interpret and to de-escalate critical situations to the greatest extent possible thereby benefitting all residents, businesses and property owners within Kendall County in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals hereinabove set forth, the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, it is hereby agreed each of the Agencies being a party to this Agreement as follows:

Section 1. Systems Location. Kendall County shall provide a thirty-feet (30') by thirty--feet (30') space for the location of the System at the Kendall County Courthouse, 807 John Street, Yorkville (the "*Premises*") which shall be equipped with three (3) dual twenty-amp electrical outlets and shall permit the ability to cover windows, if any and/or restrict ambient lighting at all times the System is in use.

Section 2. Access to System. Kendall County shall permit access to the Premises by all of the Agencies, other than Yorkville and its law enforcement divisions, during normal business hours, specifically, Monday through Friday, 8:30 a.m. to 4:30 p.m., through the main entrance to the Kendall County Courthouse. Yorkville and all divisions of Kendall County's law enforcement shall have twenty-four (24) hours, seven (7) days a week access to the System with such access as directed by Kendall County.

Section 3. Policies, Rules and Regulations of System Use. Yorkville shall establish all policies, rules and regulations for the use of the System by the Agencies. Any violation of the policies, rules and regulations may result in the forfeiture of all future use of the System. Forfeiture of the use of the System by an Agency shall only be made after a review of an allegation of a violation by Yorkville after meeting with such Agency. The final decision as to any determination of forfeiture of an Agency's use of the System shall be made by Yorkville.

Section 4 System Inspections. The System shall be inspected by each user prior to and after each use and the condition of the System reported on a VirTra System Inspection Form which must be delivered to Yorkville at the conclusion of that training day. Yorkville shall inspect the weapons' platform (pistol, rifle, taser, *etc*.) with the Agency's scheduled to use the System or weapon platform to confirm safe and good condition of all weapons prior to use for the day.

Section 5 Obligations of Every Agency.

(a) Each Agency agrees to be responsible for its use and care of the System and all weapons used in connection therewith. Any and all damage to the System or any one of the weapons platform items shall be the responsibility of the user Agency and which Agency shall be solely liable for the cost of all repair and replacement of any damage to the System or any

item of the weapons' platform. In the event of damage or destruction, report thereof must immediately be made to Yorkville.

(b) Each Agency agrees to limit the use of the System solely to law enforcement personnel and school district security personnel and shall provide a list of authorized personnel ("*Authorized Personnel*") to Yorkville within ten (10) days of the commencement of the operation of the System and monthly report to Yorkville any and all additions or deletions from the list of Authorized Personnel or confirm that there are no changes.

(c) Each Agency agrees to schedule a time for use of the System -with Yorkville, which use is subject to its availability, it being understood that best efforts shall be used to accommodate all requests.

(d) Each Agency agrees to comply with all mandatory requirements as required by the DOJ or the COPS office in connection with the Grant including, but not limited to, federal use of force certification collection, department policy collection, annual response to resistance data, weapon usage collection and training information and documentation.

(e) Each Agency shall appoint a representative who shall act as the reporting liaison for the Agency to Yorkville and the scheduling coordination for the Agency.

(f) Each Agency shall be responsible for a portion of the annual maintenance costs associated with the VirTra V-300 System. Yorkville agrees to pay for the first and second year of the maintenance costs. The remaining three years shall be split evenly amongst all of the Agencies using the system to include Yorkville, Kendall County, Plano, Montgomery, Oswego and the SD #115.

Oswego, Montgomery, Plano and SD #115 shall each individually indemnify and hold Yorkville and Kendall County, their officers, agents and employees, harmless from any, loss, damage or injury to the System, the weapons and the Premises and any claim from or any loss or injury to any person entering upon the Premises, using the System or using any weapon at the Premises at the direction of the Agency from which indemnification or being held harmless is sought provided that such claim does not result from the negligent , intentional or reckless act of the Agency seeking to be held harmless or indemnified

Section 6. Notices. In the event any notice is required pursuant to this Agreement, each Agency designates the following person as its primary contact:

United City of Yorkville

_____
Name

_____
Title

Telephone:_____

Email Address:_____

Village of Oswego

_____
Name

_____
Title

Telephone:_____

Email Address:_____

Village of Montgomery

_____
Name

_____
Title

Telephone:_____

Email Address:_____

City of Plano

_____
Name

_____
Title

Telephone:_____

Email Address:_____

County of Kendall

_____
Name

_____
Title

Telephone:_____

Email Address:_____

Yorkville School District #115

_____
Name

_____
Title

Telephone:_____

Email Address:_____

Section 7. No Assignment. This Agreement may not be assigned by any participating Agency.

Section 8. Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed original but all of which shall constitute the same instrument. Execution of this Agreement shall be by such person as authorized by the participating Agency to bind the Agency to its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives as of the last date of signature shown below.

United City of Yorkville

By: _____

_____
Title

Village of Oswego

By: _____

_____
Title

Village of Montgomery

By: _____

_____
Title

City of Plano

By: _____

_____
Title

County of Kendall

By: _____

_____
Title

Yorkville School District #115

By: _____

_____
Title

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2024-11

Agenda Item Summary Memo

Title: Proposed Purchase of Four (4) Dump Trucks

Meeting and Date: City Council – February 13, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Eric Dhuse (Name) Public Works (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Mayor and City Council
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Rob Fredrickson, Finance Director
Date: February 7, 2024
Subject: Proposed Truck Purchase

Summary

Staff is proposing to purchase four (4) new dump trucks for FY 25 instead of one (1) that is currently proposed in the adopted FY 24 budget.

Background

We have a unique opportunity to purchase 4 brand new dump trucks and have them by December of 2024. The vendor, Lindco Equipment, that we have been using to purchase trucks for the past few years was able to purchase 20 trucks that were ordered by someone else and then cancelled. The trucks are currently being built with a delivery date in April 2024 so there will be NO price increases on these trucks. We would then be in line for the body build which is approximately 6 months wait then 2-3 months to build the trucks. This puts us in the November to December range for delivery of the trucks, in time for next plow season.

We currently have 2 trucks in the proposed budget as replacements for 2 trucks in our current fleet. The additional 2 trucks would move drivers from 1 ton dump trucks to large, single axle dump trucks to cut our plow time and provide better service to our residents. Once we expand our staff to fill the now vacant 1-ton plows, we would be able to seriously reduce our plow time with the additional resources. Our ultimate goal is to replace and expand the fleet to a point where we can plow the entire town in 4 hours instead of the current time of 6 hours. If we are able to get down to 4 hours to plow the town, we could theoretically plow the town twice in 8 hours for larger storms. In actuality, it would 9-10 hours with reloading, lunch/dinner breaks, and what type of storm it is. Right now, we are at 6 hours for a "lap" which means a theoretical 12 hours which is actually closer to 14 hours now with the equipment and manpower we currently have to use. Not only would this reduction make it safer to travel, but it would also provide needed rest to the crew that will probably have to come back in early with storms like these.

In addition to providing better service to the residents, we gain a HUGE reliability increase going from trucks that are 20+ years old to new trucks. Not having to worry about which truck(s) are in the shop, or which ones will break hydraulic lines, or which ones will break down while pushing, or which one that the brine won't work, etc. This reliability will save tens of thousands per year on repairs and will allow our drivers to focus on the task of snow removal instead of trying to be a mechanic to repair the trucks while they are freezing cold and wet.

Budgetary Implications

As shown on the attached Vehicle Schedule (Schedule 1), the adopted FY 24 Public Works Capital vehicle line item (25-215-60-00-6070) was initially budgeted at $1.671 million. To date, staff has spent approximately $475,000 of this amount, comprised of a new bucket truck (#1) for $229,106 (includes Sewer funding of $100,000) and a street sweeper (#2) for $345,033. Even though Council has already authorized the purchase of most of the remaining vehicles slated for FY 24, due to timing considerations, vehicles #3 thru #6 (highlighted in orange) will be carried forward into FY 25. The remaining vehicles originally budgeted in FY 24 (i.e., #5 leaf vac and #22 facility maint truck) have been reallocated to FY 26 and FY 28, respectively, due to changing priorities.

As initially proposed in the FY 24 Adopted Budget, one new tandem axle dump truck was planned for FY 25; one tandem and one single axle dump trucks were planned for FY 27; and two single axle dump trucks were planned for FY 27. As noted in Vehicle Schedule, staff is now proposing that the City take advantage of the proposal from Lindco by purchasing a new tandem axle dump truck (#9 – as planned for FY 25); plus, three new single axel dump trucks (#10 thru 12) that were originally slated for FY 26 and FY 27. As mentioned previously, expediting the purchase of these additional three dump trucks will help to maximize snow plowing operational efficiencies.

In order to formally accept the Lindco proposal, we must amend the current year (FY 24) budget, as any contractual commitment of the City to expend funds must be followed by a subsequent appropriation per State Statute. Since the vehicles will not be received and paid for until next fiscal year, staff would roll the current year amended amount of $1,232,000 into FY 25, as part of the annual budget process. On paper, this FY 24 budget amendment will reduce fund balance by $36,000, as the result of increasing PW Capital vehicle expenditures from $1,671,000 (original FY 25 budgeted amount) to $1,707,000 ($475,000 spent-to-date, plus the proposed $1,232,000); however, in actuality this amendment will have no budgetary impact, since the actual expenditures will not be incurred until FY 25.

Recommendation

I recommend the approval of the purchase of 4 trucks through Sourcewell contract 062222-VCM, as described in quote number 240183-SWL and quote number 2401821-SWL from Lincdo Equipment Sales of Merrillville, IN in an amount not to exceed $1,231,841.

Schedule 1

Public Works Capital - Vehicle Schedule - Fiscal Year 2024 thru Fiscal Year 2029

updated *2/8/2024*

		FY 2024 Budget	FY 2024 Projected	FY 2025 Proposed	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	Totals
25-215-60-00-6070 - Vehicles		**$ 1,671,000**	**$ 474,139**	**$ 2,176,000**	**$ 202,667**	**$ 872,500**	**$ 815,000**	**$ 535,000**	**$ 5,075,306**
1	Bucket Truck	130,000	129,106	-	-	-	-	-	129,106
2	Street Sweeper	350,000	345,033	-	-	-	-	-	345,033
3	Tandem Dump Truck	350,000	-	300,000	-	-	-	-	300,000
4	Single Axle Dump	236,000	-	236,000	-	-	-	-	236,000
5	Single Axle Dump	285,000	-	285,000	-	-	-	-	285,000
6	F550 Dump Truck	140,000	-	125,000	-	-	-	-	125,000
7	Leaf Vac	150,000	-	-	150,000	-	-	-	150,000
8	Truck Rebuild	-	-	-	30,000	-	-	-	30,000
9	Tandem Dump Truck	-	-	330,000	-	-	-	-	330,000
10	Single Axle Dump	-	-	300,000	-	-	-	-	300,000
11	Single Axle Dump	-	-	300,000	-	-	-	-	300,000
12	Single Axle Dump	-	-	300,000	-	-	-	-	300,000
13	Tandem Dump Truck	-	-	-	-	330,000			330,000
14	Single Axle Dump	-	-	-	-	300,000			300,000
15	Single Axle Dump	-	-	-	-	-	315,000		315,000
16	Single Axle Dump	-	-	-	-	-	315,000		315,000
17	Single Axle Dump	-	-	-	-	-	-	335,000	335,000
18	One Ton Pickup	-	-	-	-	62,500	-	-	62,500
19	Half Ton Pickup	-	-	-	-	-	60,000	-	60,000
20	One Ton Dump	-	-	-	-	180,000	-	200,000	380,000
21	PW Director Truck	-	-	-	22,667	-	-	-	22,667
22	Facility Maintenance Truck	30,000	-	-	-	-	65,000	-	65,000
23	Facility Maintenance Van	-	-	-	-	-	60,000	-	60,000
Carried Over From FY 2024			**$ 946,000**	**$ 150,000**		**$ 65,000**		**$ 1,161,000**	

Additions to the Fleet

Resolution No. 2024-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING THE PURCHASE OF FOUR DUMP TRUCKS FROM LINDCO EQUIPMENT SALES

WHEREAS, the United City of Yorkville (the "*City*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the City's proposed budget for fiscal year 2025 included one tandem axle dump truck and one single axle dump truck to replace current City trucks which are more than twenty years old; and

WHEREAS, Sourcewell, a purchasing cooperative of which the City is a member, solicited bids for dump trucks and recommended Lindco Equipment Sales of Merrillville, Indiana (*"Lindco"*) as the lowest responsible bidder; and

WHEREAS, the City has been advised that there are trucks available for purchase due to the cancellation of a purchase order received by Lindco thereby allowing the City to purchase two additional trucks which could permit a substantial reduction in the time required for plowing City streets and parking lots, if purchased; and

WHEREAS, after due consideration of the opportunity to improve the City's ability to serve the City's residents and businesses, the Director of Public Works recommends the acquisition of one tandem axle dump truck and three single axle dump trucks as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois:

Section 1. The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

Section 2. In consideration of the foregoing recitals, the City Administrator is hereby authorized and directed to proceed with the purchase of four dump trucks, as hereinabove described, from Lindco Equipment Sales of Merrillville, Indiana for an amount not to exceed $1,231,841 as provided in the quotes received through Sourcewell, copies of which are attached hereto.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

LINDCO Equipment Sales
DIVISION OF VIKING-CIVES GROUP

2168 East 88th Drive
Merrillville, IN 46410
USA
Voice: (219)795-1448
Fax: (219)736-0892

Sourcewell Formerly NJPA
Awarded Contract

Viking-Cives #062222-VCM

QUOTATION

Quote Number: 240182I-SWL
Quote Date: Feb 5, 2024
Page: 1

Quoted To:

City of Yorkville
651 Prairie Point Dr.
Yorkville, IL 60560
USA

TERMS & CONDITIONS OF QUOTE

> Quotes are only valid for 30 days from date of quote.
> Quotes past 30 days must be requoted.
> 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		_____ SOURCEWELL CONTRACT: _____ CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT ITEM NUMBERS: SW-TK0554, SW-TK0105, SW-TK0508, SW-SP0105, SW-SP0410, SW-SR0400, SW-SR0425, NJ2500, SW-CH0605 _____ SOURCEWELL MEMBER: _____ MEMBER NUMBER: 99259 MUNICIPALITY: City of Yorkville DEPARTMENT: Street Department CONTACT: John Sleezer TITLE: Street Department Foreman PHONE: 630-553-4370 EMAIL: jsleezer@yorkville.il.us _____ TERMS OF QUOTE: _____ ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote. _____ CHASSIS PAYMENT TERMS: _____

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

LINDCO Equipment Sales
DIVISION OF VIKING-CIVES GROUP

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* Ordered chassis must be paid for within 30 days of delivery to Lindco. * In stock chassis must be paid for within 30 days of receiving your purchase order. * All chassis are subject to price increases up until time of delivery to Lindco. _____ EQUIPMENT PAYMENT TERMS: _____ * Net 30 days payment after completion of chassis with all equipment. * Will be subject to all price increases up until time of completion. _____ ESTIMATED DELIVERY TIME FRAME: _____ * Allow approximately 60-90 days for chassis to be in stock at Lindco after receiving your purchase order. * Allow approximately 180 days for all equipment to be in stock at Lindco after receiving your purchase order. * Allow approximately 120-180 days to complete units, once all equipment and chassis are in stock at Lindco. ***Based on supply chain issues all of the above estimated time frames are subject to change.*** _____ SUMMARY OF QUOTE: _____ ********** SOURCEWELL TOTAL PRICE: ********** Equipment per below items mounted and fully operational.

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

LINDCO Equipment Sales
DIVISION OF VIKING-CIVES GROUP

2168 East 88th Drive
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Voice: (219)795-1448
Fax: (219)736-0892

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		**********
		_____
		SOURCEWELL CHASSIS:
		_____
1.00		2025 Peterbilt 567 PX-9 TADC * 122.8" CT, 191" Wheelbase * PACCAR PX-9 370HP * Allison 3000 RDS * Stock truck currently on order *** TOTAL CHASSIS PRICE: $164,206.34 ***
		_____
		DUMP BODY:
		_____
1.00	MAB PS-HPT-YORKVILLE	Viking 13' Dump Body MAB PS-HPT316-84-156-54/44/44-53120TM-12 DIMENSIONS: * 13' long * 44" high sides * 44" high tailgate * 84" wide I.D. * 96" wide O.D. * 56" high front wall * 10" rear corner post width MATERIAL: * 7 gauge, "201 2B stainless steel" sides, front wall and tailgate * 3/16 A572 GR50 longmembers * 1/4" AR450 floor

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Voice: (219)795-1448
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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* Stainless rear corner posts and apron CONSTRUCTION: * Trapezoidal frame style * Crossmemberless * Straight front and rear style * 45 degree 12" bevel floor * (1) horizontal side bracing CAB SHIELD: * 1/2 size (24") cab shield, 7 gauge 201 SS, enclosed with 8 ovals, (6) front, (1) on each side TAILGATE: * Double acting * Air with grease release style * 1" thick hinge plate * (1) horizontal and (2) vertical bracings REAR CORNER POST LIGHT CUT OUTS: * (3) ovals in each rear corner post HOIST: * Model Mailhot CS120-5.5-3 D/A, doghouse * Mailhot lower trunnion-p * Mailhot hoist mounting kit * Assembly hinge rear weld large OTHER ITEMS: * LED light kit with harness * Stainless steel 2 rung folding ladder, hood latch * (3) 18" grip strut step kit, stainless

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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DIVISION OF VIKING-CIVES GROUP

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* (2) MAB 21" stainless grab handle
1.00		Lindco to install reflector tape down each side, back of cab shield, back of tailgate, back of spreader
		_____
		TARP SYSTEM:
		_____
1.00	ECK575SH13v1	Aero EZ Cover Electric tarp system w/aluminum arms and housing (Side Mount Springs) 10-136 Dump 96" Wide
1.00	ECT13AS	Aero asphalt tarp for 10'-13' dump body.
		_____
		REAR FENDERS AND FLAPS:
		_____
1.00	031-00406/031-00235	Fleet Engineers Aero Slipper Poly ASP-25 Series Quarter Fender Kit w/ Post Style Mounts
		* Mounted in front of rear wheels
2.00	58403027	Viking Stainless Steel Removable Swing Style Mud Flap Bracket - Mud Flap Weldment
2.00	58403026	Viking Stainless Steel Removable Swing Style Mud Flap Bracket - Truck Weldment
2.00	58408012	Viking Stainless Steel Removable Swing Style Mud Flap Pin
1.00	MD2436	DuraGuard 3/8" HD 24" x 36" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)
		* Mounted to swinging mud flap brackets on body
		_____
		LIGHTING & ELECTRICAL ITEMS:
		_____
		REAR JUNCTION BOXES:
2.00	PH-310	Phoenix 10-Pole Junction Box

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

LINDCO Equipment Sales
DIVISION OF VIKING-CIVES GROUP

2168 East 88th Drive
Merrillville, IN 46410
USA
Voice: (219)795-1448
Fax: (219)736-0892

Sourcewell Formerly NJPA
Awarded Contract

Viking-Cives #062222-VCM

QUOTATION

Quote Number: 240182I-SWL
Quote Date: Feb 5, 2024

Quoted To:

City of Yorkville
651 Prairie Point Dr.
Yorkville, IL 60560
USA

TERMS & CONDITIONS OF QUOTE

> Quotes are only valid for 30 days from date of quote.
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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* One mounted on each side on back side of rear hinge assembly. * Right side will have all S/T/T, Back up lights and back up alarm wired into junction box. * Left side will have all strobes and spreader lights wired into junction box. * All wiring installed in junction box must have eyelets installed. * Junction boxes will be di-electric greased WIRING: * All wiring will be one piece, no butt connectors or scotch locks. * All connections must be di-electric greased * All lighting will terminated in rear junction boxes * Wiring from junction box or coming from front to rear will run down middle of frame on stainless steel flat stock with stainless steel fasteners. * All wiring ran down front of body will be in stainless steel piping. * All wiring ran from front of body to rear, under body will be in stainlness steel piping. * All wiring from junction box will terminate to switches in cab. * All circuit breakers, fuses, relays, electric valves (air tailgate) will be installed in valve enclosure. * All wiring will have protective loom installed. * All wire pass through holes will be grommeted BACK UP ALARM:
1.00	510	Ecco back-up alarm, 97 dB, 12 VDC. * Install on rear hinge assembly * Wired to junction box with S/T/T an back up lights * All connections to have eyelet connectors * Connections to be di-electric greased CAB SHIELD LIGHTING

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommett
		* Installed in front of cab shield
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommett
		* (1) Installed on each side of cab shield
		* Strobes wired to left side junction box
		* Strobe wiring from junction box to switch in cab
		* All wiring ran from cab shield through stainless steel piping to rear of vehicle.
		* Any lighting wire not in the stainless steel will be in protective loom
		* All connections to have eyelet connectors
		* Connections to be di-electric greased
		REAR CORNER POST LIGHTING:
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommett
		* Installed in top oval on each side
2.00	5626432	Buyers 6" oval LED STT/Backup/and Strobe combination light (32 LED)
		* Installed in center oval on each side
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommett
		* Installed in bottom oval on each side
		* Strobes wired to left side junction box
		* Strobe wiring from junction box to switch in cab
		* S/T/T/Back up lights wired to right side junction box.
		* All lighting wiring will be in protective loom
		* All connections to have eyelet connectors
		* Connections to be di-electric greased
		SPREADER LIGHT:
2.00	MWL-19	Maxxima LED clear work light
		* Installed on each side under body

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* Wired to left side junction box
		* Spreader light wiring from junction box to switch in cab
		* All lighting wiring will be in protective loom
		* All connections to have eyelet connectors
		* Connections to be di-electric greased
		PLOW LIGHTS:
1.00	0555743	J.W. Speaker LED Plow Lights; built-in amber turn signal and lens heater. (Pair)
1.00	PLB12SS	Buyers stainless steel plow light brackets, extended for 2 post mount lights
		* Hood mounted
		* Wired to plow light switch in cab
		* All weld burns on plow light brackets must be cleaned prior to installing on hood.
		* All wiring installed in protective loom
		* Connections to be di-electric greased
		BODY UP SWITCH & LIGHT:
1.00	B95W	Buyers Dump Body Up Indicator
1.00	0800850	Imperial LED indicator light - red
		* Body up switch installed on hoist cradle, driver side
		* Light installed in control console
		* All connections to have eyelet connectors
		* All wiring installed in protective loom
		* Connections to be di-electric greased
		MASTER CIRCUIT BREAKER:
1.00	175-S0-080-2	Chief 80 amp high amp circuit breaker.
		* Mounted in valve enclosure
		* All connections to have eyelet connectors
		* All wiring installed in protective loom

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* Connections to be di-electric greased
		RELAY:
1.00	140-0379	TST 75 amp relay, 12V bracket.
		* Mounted in valve enclosure
		* All connections to have eyelet connectors
		* All wiring installed in protective loom
		* Connections to be di-electric greased
		AIR TAILGATE VALVE:
1.00	101004	Velvac Solenoid Operated Tailgate Lock Kit w/solenoid valve, 3.5" I.D. x 6" stroke air cylinder, clevis hardware, faceplate.
		* Air valve mounted in valve enclosure
		* All connections to have eyelet connectors
		* All wiring installed in protective loom
		* Connections to be di-electric greased
		* All air line from chassis to valve to valve to cylinders at rear.
		BODY VIBRATOR:
1.00	DC-3200	Cougar Dump Body Vibrator 12 volt DC, 3200 lbs of force, 85 amps, 4000 RPM, Includes mounting kit, wiring kit, switch
		* Mounted on channel support
		* Stainless steel safety chain attached
		* All wiring ran under body in stainless pipiing
		* All vibrators solenoids/fuses, etc. mounted in valve enclousre
		_____
		PINTLE HOOK:
		_____
1.00		Lindco 5/8" Pintle hook plate

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* Back side of pintle hitch reinforced with 1" x 1" x 3/8" angle
		* Pintle hook is wrapped with 1 1/4" x 3/16" flat stock
		* 5/8" gussets installed on each side of pintle hitch to frame
		* Chassis S/T/T lights recessed into pintle hitch
		* Trailer plug installed in pintle hitch
2.00	B46	Buyers 3/4" drop forged D-ring w/weld bracket 4-1/2" x 4-1/2" O.D.
		* Welded on for chains
1.00	PH30	Buyers 30 ton rigid mount pintle hook
1.00	054002	Velvac 7-Way Blade Type Socket
		* Installed in pintle hitch
		* Wired to right side junction box
		* All wiring installed in protective loom
		* All connections to have eyelet connectors
		* Connections to be di-electric greased
1.00	5621720	Buyers S/S ID Light Bar w/ 9 LEDs
1.00	LPC-B-WW2	LED License Plate Light, Warm White
		* Installed on pintle hitch
		* Wired to right side junction box
		* All wiring installed in protective loom
		* All connections to have eyelet connectors
		* Connections to be di-electric greased
		_____
		HYDRAULIC SYSTEM:
		_____
		PTO & PUMP:
1.00	1075942	Force America wet spline PTO, 12V electric hydraulic.

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
1.00	1063355	Force America Load Sense direct mounted pump, CFG-999182, TXV92-R-KIT-CFG
		RESERVOIR & VALVES:
1.00	1097338	Force America VT35G2-B-SS- stainless, 30 gallon reservoir/valve combo tank with slosh shield
40.00	Hydraulic Oil	Hydraulic Oil
1.00	1180811	Force America 6000 psi filter - 25 micron microglass, 435 psi Delts)-single end open - nitrile seals, dual #16 or 1-1/2" SF ports, 102 psi bypass valve
1.00	1084357	Force America Full Port 2" NPT Brass Ball Valve 600 PSI
1.00	1039496	Force America Temp/level Sensor 158 Degree F 30 Gal With Slosh Shield Vt-35
1.00	1090588	Force America Valve Assembly; AAF12LS-4(500B)-10-4-4-CB4(500B)-2(7)-2(21)-2(7)-BO, Main at 3000 psi, AAF-VDM-GEN2-CFG
1.00	1095633	Force America crossover relief w/pressure release.
		CONTROLS:
1.00	1022417-Yorkville	Force America Commandall, controller includes closed loop feedback for auger & prewet, includes (2) complete camera kits
		PRE-WET:
1.00	LISC SG06080015	Certified Power 240 gallon behind the cab prewetting system. Includes (2) 120 gallon tanks, stainless mounting frame, hold down straps and mounting hardware.
1.00	LISC SG06070056-3	Certified Power prewet, valve instack w/flow meter with stainless bracket
1.00	LISC SG06090028	Certified Power prewet plumbing kit, behind cab, 1 line, 2 nozzles
1.00	LISC SG06090013	Certified Power prewet quick release kit w/ 1/2" hose.
1.00	ELCA SG07070121	Certified Power stainless float with BH Corded Plug
1.00	00002 332 195	Swenson V-box flush kit w/stainless steel bracket.
1.00	00002 332 09	Swenson 1-1/2" female quick fill kit
		STAINLESS STEEL HYDRAULIC TUBES FOR DUMP HOIST:

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
2.00	8-049 304W/FJX-108"	Mid-State 1/2"x9' 304 S/S Line with fittings
		* One (1) line mounted to the underneath of the body for hoist power down.
		* One (1) line mounted down frame for hoist power down.
6.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing
		STAINLESS STEEL HYDRAULIC TUBES FOR SALT SPREADER:
2.00	8-049 304W/FJX-108"	Mid-State 1/2"x9' 304 S/S Line with fittings
		* One (1) line mounted down frame for spinner pressure
		* One (1) line mounted down frame for auger pressure
6.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing
1.00	12-065 304W/FJX-108"	Mid-State 3/4"x9' 304 S/S Line with fittings
		* One (1) line mounted down frame for return for spinner and auger
3.00	A3-19-A	PCI HD Series Clamps for 3/4" tubing
		STAINLESS STEEL HYDRAULIC TUBES FOR SNOW PLOW:
4.00	8-049 304W/FJX-72"	Mid-State 1/2"x6' 304 S/S Line with fittings
		* One (1) line mounted under cab on driver side for plow angle right
		* One (1) line mounted under cab on driver side for plow angle left
		* One (1) line mounted under cab on driver side for plow up
		* One (1) line mounted under cab on driver side for plow down
12.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing
		HOSES/ADAPTORS/FITTINGS:
1.00		Hose adaptors, Hose ends and Other Fittings
1.00		Hydraulic hoses
		* No hose length is to exceed 6' in length
		* Hose protection at all wear points
		SNOW PLOW HYDRAULIC COUPLER:
1.00	10-932-2101	CEJN Multi-X Duo 12.5 female plate, 2 ports, 1/2".

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
1.00	10-932-2151	CEJN Multi-X Duo 12.5 Male plate, 2 ports, 1/2" - Direct Replacement for 10-932-2051
4.00	14-727-0812	CEJN Multi-X adapter 1/2" WEO to male JIC 3/4"-16
4.00	14-727-1212	CEJN WEO Nipple DN 20 + 3/4" -16 UNF male JIC 37
		* Female coupler mounted to underside of front bumper on driver side
		* Male coupler mounted to plow hoses
		* Coupler docking station mounted on plow
2.00	H4F4-S	Dixon 1/2" male stainless steel nipple
2.00	4HF4-S	Dixon 1/2" female stainless steel coupler
4.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug
		* For plow lift cylinder
		SPREADER HYDRAULIC COUPLERS:
2.00	10-932-2101	CEJN Multi-X Duo 12.5 female plate, 2 ports, 1/2".
2.00	10-932-2151	CEJN Multi-X Duo 12.5 Male plate, 2 ports, 1/2" - Direct Replacement for 10-932-2051
8.00	14-727-0812	CEJN Multi-X adapter 1/2" WEO to male JIC 3/4"-16
8.00	14-727-1212	CEJN WEO Nipple DN 20 + 3/4" -16 UNF male JIC 37
		* One (1) coupler mounted under body on passenger side for auger pressure & return
		* One (1) coupler mounted under body on driver side for spinner pressure & return
		* Couplers installed on spreader spinner and auger short hoses
		_____
		SNOW PLOW:
		_____
1.00	1664530401	Buyers 12' Reversible plow, Muni, J-style, 12' x 42", trip edge, poly moldboard, swivel
1.00	0091205	Buyers 2,000# Trailer Jack, tube-swivel
1.00	16500310	Buyers Snow Dogg quick hitch A-frame swivel adapter
1.00	16400302	Buyers Snow Dogg quick hitch plow assembly - 4 inch cylinder
1.00	3712144	"Lindco" Snow Deflector 12"

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
270.00	Misc.	Snow deflector installation hardware
1.00	1308110	S.A.M. 36" blade guides
		_____
		SALT SPREADER:
		_____
1.00	00002 463 84	Viking SADS tailgate spreader w/ 18" poly spinner, direct drive, 6" auger, stainless steel construction, no paint, sides of spreader 8" higher, sensor motor. * "S" series spreaders are designed to mount below the dump body tailgate and not interfere with normal dump operations when not in use * Separate hydraulic motors for the auger and the spinner allow for independent control of each function * Hydraulic safety interlock system disables auger during clean out and maintenance. * Hinged cover allows full use of dump body functions while spreader is mounted on truck * Bottom door hinged for easy cleanout and blockage removal * Adjustable in height spinner frame allows mounting on various height vehicles * Quick detach stabilizer kit keeps spinner parallel to the road at all dump angles * Tailgate shields close off gap between open dump body tailgate and sides of body during operation * Anti-flow plate installed over material drop out prevents material free flow while auger is not turning * Direct drive motor with sensor provides efficient operation and easier trouble shooting during maintenance operations * Drop port located 21" from left end plate, discharges approx 15lbs/rev * Single 6" auger with continuous and reverse fliting to unload from both sides of dump body

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* Trough width 96"
		* Endplate material 7 gauge 201 stainless steel
		* Trough material 7 gauge 201 stainless steel
		* Spinner disc 18"
		* 8" extended end plates
1.00		Short Hose Kit
1.00		Stainless steel pre-wet spray bar installed in auger trough
1.00		** Yorkville designs spreader stainless steel side spill shields
		_____
		PAINT & UNDERCOATING:
		_____
1.00	PAINT PINTLE HITCH	Paint Pintle Hitch
1.00	PAINT HOIST & SUBFRA	Prime Where needed and Paint Hoist & Subframe to black
1.00	PAINT PLOW HITCH	Paint Plow Hitch, Including lift arm, side plates, bumper and lift cylinder black
1.00	PAINT-MISCEL	Paint Miscel
1.00	Under Coat	Under coat dump body
		_____
		MISCELLANEOUS, FREIGHT, INSTALLATION:
		_____
3,000.00	Misc.	To put aluminum rims on all wheels
5,258.00	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.
5,258.00	FREIGHT	FREIGHT
282.00	INSTALLATION	Lindco Installation Labor Hours

Subtotal	324,320.00
Sales Tax	
TOTAL	**324,320.00**

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		_____ SOURCEWELL CONTRACT: _____ CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT ITEM NUMBERS: SW-TK0554, SW-TK0105, SW-TK0508, SW-SP0105, SW-SP0410, SW-SR0400, SW-SR0425, NJ2500, SW-CH0600 _____ SOURCEWELL MEMBER: _____ MEMBER NUMBER: 99259 MUNICIPALITY: City of Yorkville DEPARTMENT: Street Department CONTACT: John Sleezer TITLE: Street Department Foreman PHONE: 630-553-4370 EMAIL: jsleezer@yorkville.il.us _____ TERMS OF QUOTE: _____ ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote. _____ CHASSIS PAYMENT TERMS: _____

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* Ordered chassis must be paid for within 30 days of delivery to Lindco. * In stock chassis must be paid for within 30 days of receiving your purchase order. * All chassis are subject to price increases up until time of delivery to Lindco. _____ EQUIPMENT PAYMENT TERMS: _____ * Net 30 days payment after completion of chassis with all equipment. * Will be subject to all price increases up until time of completion. _____ ESTIMATED DELIVERY TIME FRAME: _____ * Allow approximately 60-90 days for chassis to be in stock at Lindco after receiving your purchase order. * Allow approximately 180 days for all equipment to be in stock at Lindco after receiving your purchase order. * Allow approximately 120-180 days to complete units, once all equipment and chassis are in stock at Lindco. ***Based on supply chain issues all of the above estimated time frames are subject to change.*** _____ SUMMARY OF QUOTE: _____ ********** SOURCEWELL TOTAL PRICE: ********** Equipment per below items mounted and fully operational.

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

LINDCO Equipment Sales
DIVISION OF VIKING-CIVES GROUP

2168 East 88th Drive
Merrillville, IN 46410
USA
Voice: (219)795-1448
Fax: (219)736-0892

Sourcewell Formerly NJPA
Awarded Contract

Viking-Cives #062222-VCM

QUOTATION

Quote Number: 240183I-SWL
Quote Date: Feb 5, 2024

Quoted To:

City of Yorkville
651 Prairie Point Dr.
Yorkville, IL 60560
USA

TERMS & CONDITIONS OF QUOTE

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		**********
		_____
		SOURCEWELL CHASSIS:
		_____
3.00		2025 Peterbilt 567 PX-9 Single Axle * 104.8" CA, 173" Wheelbase * PACCAR PX-9 370HP * Allison 3000 RDS * Stock truck currently on order *** TOTAL CHASSIS PRICE: $452,089.32 ($150,696,.44 each) ***
		_____
		DUMP BODY:
		_____
3.00	MAB PS-SLT-YORKVILLE	Duraclass dump body, 10' L, stainless steel DIMENSIONS: * 10' long * 28" high sides * 38" high tailgate * 84" wide I.D. * 96" wide O.D. * 60" high front wall * 10" rear corner post width MATERIAL: * 7 gauge, "201 2B stainless steel" sides, front wall and tailgate * 3/16 A572 GR50 longmembers * 1/4" AR450 floor

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* Stainless rear corner posts and apron CONSTRUCTION: * Trapezoidal frame style * Crossmemberless * Straight front and rear style * 45 degree 8" bevel floor * (1) horizontal side bracing CAB SHIELD: * 1/2 size (24") cab shield, 7 gauge 201 SS, enclosed with 8 ovals, (6) front, (1) on each side TAILGATE: * Double acting * Air with grease release style * 3/4" thick hinge plate * (1) horizontal and (2) vertical bracings REAR CORNER POST LIGHT CUT OUTS: * (3) ovals in each rear corner post HOIST: * Model Mailhot CS120-5.5-3 D/A, doghouse * Mailhot lower trunnion-p * Mailhot hoist mounting kit * Assembly hinge rear weld large OTHER ITEMS: * LED light kit with harness * Stainless steel 2 rung folding ladder, hood latch * (3) 18" grip strut step kit, stainless

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* (2) MAB 21" stainless grab handle
3.00		Lindco to install reflector tape down each side, back of cab shield, back of tailgate, back of spreader
		_____
		TARP SYSTEM:
		_____
3.00	ECK575SH13v1	Aero EZ Cover Electric tarp system w/aluminum arms and housing (Side Mount Springs) 10-136 Dump 96" Wide
3.00	ECT13AS	Aero asphalt tarp for 10'-13' dump body.
		_____
		REAR FENDERS AND FLAPS:
		_____
3.00	031-00406/031-00235	Fleet Engineers Aero Slipper Poly ASP-25 Series Quarter Fender Kit w/ Post Style Mounts
		* Mounted in front of rear wheels
6.00	58403027	Viking Stainless Steel Removable Swing Style Mud Flap Bracket - Mud Flap Weldment
6.00	58403026	Viking Stainless Steel Removable Swing Style Mud Flap Bracket - Truck Weldment
6.00	58408012	Viking Stainless Steel Removable Swing Style Mud Flap Pin
3.00	MD2436	DuraGuard 3/8" HD 24" x 36" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)
		* Mounted to swinging mud flap brackets on body
		_____
		LIGHTING & ELECTRICAL ITEMS:
		_____
		REAR JUNCTION BOXES:
6.00	PH-310	Phoenix 10-Pole Junction Box

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* One mounted on each side on back side of rear hinge assembly. * Right side will have all S/T/T, Back up lights and back up alarm wired into junction box. * Left side will have all strobes and spreader lights wired into junction box. * All wiring installed in junction box must have eyelets installed. * Junction boxes will be di-electric greased WIRING: * All wiring will be one piece, no butt connectors or scotch locks. * All connections must be di-electric greased * All lighting will terminated in rear junction boxes * Wiring from junction box or coming from front to rear will run down middle of frame on stainless steel flat stock with stainless steel fasteners. * All wiring ran down front of body will be in stainless steel piping. * All wiring ran from front of body to rear, under body will be in stainlness steel piping. * All wiring from junction box will terminate to switches in cab. * All circuit breakers, fuses, relays, electric valves (air tailgate) will be installed in valve enclosure. * All wiring will have protective loom installed. * All wire pass through holes will be grommeted BACK UP ALARM:
3.00	510	Ecco back-up alarm, 97 dB, 12 VDC. * Install on rear hinge assembly * Wired to junction box with S/T/T an back up lights * All connections to have eyelet connectors * Connections to be di-electric greased CAB SHIELD LIGHTING

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
18.00	SL65A0	Buyers LED amber oval strobe light with rubber grommett
		* Installed in front of cab shield
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommett
		* (1) Installed on each side of cab shield
		* Strobes wired to left side junction box
		* Strobe wiring from junction box to switch in cab
		* All wiring ran from cab shield through stainless steel piping to rear of vehicle.
		* Any lighting wire not in the stainless steel will be in protective loom
		* All connections to have eyelet connectors
		* Connections to be di-electric greased
		REAR CORNER POST LIGHTING:
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommett
		* Installed in top oval on each side
6.00	5626432	Buyers 6" oval LED STT/Backup/and Strobe combination light (32 LED)
		* Installed in center oval on each side
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommett
		* Installed in bottom oval on each side
		* Strobes wired to left side junction box
		* Strobe wiring from junction box to switch in cab
		* S/T/T/Back up lights wired to right side junction box.
		* All lighting wiring will be in protective loom
		* All connections to have eyelet connectors
		* Connections to be di-electric greased
		SPREADER LIGHT:
6.00	MWL-19	Maxxima LED clear work light
		* Installed on each side under body

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* Wired to left side junction box
		* Spreader light wiring from junction box to switch in cab
		* All lighting wiring will be in protective loom
		* All connections to have eyelet connectors
		* Connections to be di-electric greased
		PLOW LIGHTS:
3.00	0555743	J.W. Speaker LED Plow Lights; built-in amber turn signal and lens heater. (Pair)
3.00	PLB12SS	Buyers stainless steel plow light brackets, extended for 2 post mount lights
		* Hood mounted
		* Wired to plow light switch in cab
		* All weld burns on plow light brackets must be cleaned prior to installing on hood.
		* All wiring installed in protective loom
		* Connections to be di-electric greased
		BODY UP SWITCH & LIGHT:
3.00	B95W	Buyers Dump Body Up Indicator
3.00	0800850	Imperial LED indicator light - red
		* Body up switch installed on hoist cradle, driver side
		* Light installed in control console
		* All connections to have eyelet connectors
		* All wiring installed in protective loom
		* Connections to be di-electric greased
		MASTER CIRCUIT BREAKER:
3.00	175-S0-080-2	Chief 80 amp high amp circuit breaker.
		* Mounted in valve enclosure
		* All connections to have eyelet connectors
		* All wiring installed in protective loom

Subtotal	Continued
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TOTAL	**Continued**

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Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* Connections to be di-electric greased
		RELAY:
3.00	140-0379	TST 75 amp relay, 12V bracket.
		* Mounted in valve enclosure
		* All connections to have eyelet connectors
		* All wiring installed in protective loom
		* Connections to be di-electric greased
		AIR TAILGATE VALVE:
3.00	101004	Velvac Solenoid Operated Tailgate Lock Kit w/solenoid valve, 3.5" I.D. x 6" stroke air cylinder, clevis hardware, faceplate.
		* Air valve mounted in valve enclosure
		* All connections to have eyelet connectors
		* All wiring installed in protective loom
		* Connections to be di-electric greased
		* All air line from chassis to valve to valve to cylinders at rear.
		BODY VIBRATOR:
3.00	DC-3200	Cougar Dump Body Vibrator 12 volt DC, 3200 lbs of force, 85 amps, 4000 RPM, Includes mounting kit, wiring kit, switch
		* Mounted on channel support
		* Stainless steel safety chain attached
		* All wiring ran under body in stainless pipiing
		* All vibrators solenoids/fuses, etc. mounted in valve enclousre
		_____
		PINTLE HOOK:
		_____
3.00		Lindco 5/8" Pintle hook plate

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* Back side of pintle hitch reinforced with 1" x 1" x 3/8" angle
		* Pintle hook is wrapped with 1 1/4" x 3/16" flat stock
		* 5/8" gussets installed on each side of pintle hitch to frame
		* Chassis S/T/T lights recessed into pintle hitch
		* Trailer plug installed in pintle hitch
6.00	B46	Buyers 3/4" drop forged D-ring w/weld bracket 4-1/2" x 4-1/2" O.D.
		* Welded on for chains
3.00	PH30	Buyers 30 ton rigid mount pintle hook
3.00	054002	Velvac 7-Way Blade Type Socket
		* Installed in pintle hitch
		* Wired to right side junction box
		* All wiring installed in protective loom
		* All connections to have eyelet connectors
		* Connections to be di-electric greased
3.00	5621720	Buyers S/S ID Light Bar w/ 9 LEDs
3.00	LPC-B-WW2	LED License Plate Light, Warm White
		* Installed on pintle hitch
		* Wired to right side junction box
		* All wiring installed in protective loom
		* All connections to have eyelet connectors
		* Connections to be di-electric greased
		_____
		HYDRAULIC SYSTEM:
		_____
		PTO & PUMP:
3.00	1075942	Force America wet spline PTO, 12V electric hydraulic.

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Quantity	Item	Description
3.00	1063355	Force America Load Sense direct mounted pump, CFG-999182, TXV92-R-KIT-CFG
		RESERVOIR & VALVES:
3.00	1097338	Force America VT35G2-B-SS- stainless, 30 gallon reservoir/valve combo tank with slosh shield
120.00	Hydraulic Oil	Hydraulic Oil
3.00	1180811	Force America 6000 psi filter - 25 micron microglass, 435 psi Delts)-single end open - nitrile seals, dual #16 or 1-1/2" SF ports, 102 psi bypass valve
3.00	1084357	Force America Full Port 2" NPT Brass Ball Valve 600 PSI
3.00	1039496	Force America Temp/level Sensor 158 Degree F 30 Gal With Slosh Shield Vt-35
3.00	1090588	Force America Valve Assembly; AAF12LS-4(500B)-10-4-4-CB4(500B)-2(7)-2(21)-2(7)-BO, Main at 3000 psi, AAF-VDM-GEN2-CFG
3.00	1095633	Force America crossover relief w/pressure release.
		CONTROLS:
3.00	1022417-Yorkville	Force America Commandall, controller includes closed loop feedback for auger & prewet, includes (2) complete camera kits
		PRE-WET:
3.00	LISC SG06080015	Certified Power 240 gallon behind the cab prewetting system. Includes (2) 120 gallon tanks, stainless mounting frame, hold down straps and mounting hardware.
3.00	LISC SG06070056-3	Certified Power prewet, valve instack w/flow meter with stainless bracket
3.00	LISC SG06090028	Certified Power prewet plumbing kit, behind cab, 1 line, 2 nozzles
3.00	LISC SG06090013	Certified Power prewet quick release kit w/ 1/2" hose.
3.00	ELCA SG07070121	Certified Power stainless float with BH Corded Plug
3.00	00002 332 195	Swenson V-box flush kit w/stainless steel bracket.
3.00	00002 332 09	Swenson 1-1/2" female quick fill kit
		STAINLESS STEEL HYDRAULIC TUBES FOR DUMP HOIST:

Subtotal	Continued
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TOTAL	**Continued**

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Quantity	Item	Description
6.00	8-049 304W/FJX-108"	Mid-State 1/2"x9' 304 S/S Line with fittings
		* One (1) line mounted to the underneath of the body for hoist power down.
		* One (1) line mounted down frame for hoist power down.
18.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing
		STAINLESS STEEL HYDRAULIC TUBES FOR SALT SPREADER:
6.00	8-049 304W/FJX-72"	Mid-State 1/2"x6' 304 S/S Line with fittings
		* One (1) line mounted down frame for spinner pressure
		* One (1) line mounted down frame for auger pressure
18.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing
3.00	12-065 304W/FJX-72"	Mid-State 3/4"x6' 304 S/S Line with fittings
		* One (1) line mounted down frame for return for spinner and auger
9.00	A3-19-A	PCI HD Series Clamps for 3/4" tubing
		STAINLESS STEEL HYDRAULIC TUBES FOR SNOW PLOW:
12.00	8-049 304W/FJX-72"	Mid-State 1/2"x6' 304 S/S Line with fittings
		* One (1) line mounted under cab on driver side for plow angle right
		* One (1) line mounted under cab on driver side for plow angle left
		* One (1) line mounted under cab on driver side for plow up
		* One (1) line mounted under cab on driver side for plow down
36.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing
		HOSES/ADAPTORS/FITTINGS:
3.00		Hose adaptors, Hose ends and Other Fittings
3.00		Hydraulic hoses
		* No hose length is to exceed 6' in length
		* Hose protection at all wear points
		SNOW PLOW HYDRAULIC COUPLER:
3.00	10-932-2101	CEJN Multi-X Duo 12.5 female plate, 2 ports, 1/2".

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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Quantity	Item	Description
3.00	10-932-2151	CEJN Multi-X Duo 12.5 Male plate, 2 ports, 1/2" - Direct Replacement for 10-932-2051
12.00	14-727-0812	CEJN Multi-X adapter 1/2" WEO to male JIC 3/4"-16
12.00	14-727-1212	CEJN WEO Nipple DN 20 + 3/4" -16 UNF male JIC 37
		* Female coupler mounted to underside of front bumper on driver side
		* Male coupler mounted to plow hoses
		* Coupler docking station mounted on plow
6.00	H4F4-S	Dixon 1/2" male stainless steel nipple
6.00	4HF4-S	Dixon 1/2" female stainless steel coupler
12.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug
		* For plow lift cylinder
		SPREADER HYDRAULIC COUPLERS:
6.00	10-932-2101	CEJN Multi-X Duo 12.5 female plate, 2 ports, 1/2".
6.00	10-932-2151	CEJN Multi-X Duo 12.5 Male plate, 2 ports, 1/2" - Direct Replacement for 10-932-2051
24.00	14-727-0812	CEJN Multi-X adapter 1/2" WEO to male JIC 3/4"-16
24.00	14-727-1212	CEJN WEO Nipple DN 20 + 3/4" -16 UNF male JIC 37
		* One (1) coupler mounted under body on passenger side for auger pressure & return
		* One (1) coupler mounted under body on driver side for spinner pressure & return
		* Couplers installed on spreader spinner and auger short hoses
		_____
		SNOW PLOW:
		_____
3.00	1664530401	Buyers 12' Reversible plow, Muni, J-style, 12' x 42", trip edge, poly moldboard, swivel
3.00	0091205	Buyers 2,000# Trailer Jack, tube-swivel
3.00	16500310	Buyers Snow Dogg quick hitch A-frame swivel adapter
3.00	16400302	Buyers Snow Dogg quick hitch plow assembly - 4 inch cylinder
3.00	3712144	"Lindco" Snow Deflector 12"

Subtotal	Continued
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Quantity	Item	Description
810.00	Misc.	Snow deflector installation hardware
3.00	1308110	S.A.M. 36" blade guides
		_____
		SALT SPREADER:
		_____
3.00	00002 463 84	Viking SADS tailgate spreader w/ 18" poly spinner, direct drive, 6" auger, stainless steel construction, no paint, sides of spreader 8" higher, sensor motor. * "S" series spreaders are designed to mount below the dump body tailgate and not interfere with normal dump operations when not in use * Separate hydraulic motors for the auger and the spinner allow for independent control of each function * Hydraulic safety interlock system disables auger during clean out and maintenance. * Hinged cover allows full use of dump body functions while spreader is mounted on truck * Bottom door hinged for easy cleanout and blockage removal * Adjustable in height spinner frame allows mounting on various height vehicles * Quick detach stabilizer kit keeps spinner parallel to the road at all dump angles * Tailgate shields close off gap between open dump body tailgate and sides of body during operation * Anti-flow plate installed over material drop out prevents material free flow while auger is not turning * Direct drive motor with sensor provides efficient operation and easier trouble shooting during maintenance operations * Drop port located 21" from left end plate, discharges approx 15lbs/rev * Single 6" auger with continuous and reverse fliting to unload from both sides of dump body

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

LINDCO Equipment Sales
DIVISION OF VIKING-CIVES GROUP

2168 East 88th Drive
Merrillville, IN 46410
USA
Voice: (219)795-1448
Fax: (219)736-0892

Sourcewell Formerly NJPA
Awarded Contract

Viking-Cives #062222-VCM

QUOTATION

Quote Number: 240183I-SWL
Quote Date: Feb 5, 2024
Page: 15

Quoted To:

City of Yorkville
651 Prairie Point Dr.
Yorkville, IL 60560
USA

TERMS & CONDITIONS OF QUOTE

> Quotes are only valid for 30 days from date of quote.
> Quotes past 30 days must be requoted.
> 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	3/6/24	Net 30 Days	30970

Quantity	Item	Description
		* Trough width 96"
		* Endplate material 7 gauge 201 stainless steel
		* Trough material 7 gauge 201 stainless steel
		* Spinner disc 18"
		* 8" extended end plates
3.00		Short Hose Kit
3.00		Stainless steel pre-wet spray bar installed in auger trough
3.00		** Yorkville designs spreader stainless steel side spill shields
		_____
		PAINT & UNDERCOATING:
		_____
3.00	PAINT PINTLE HITCH	Paint Pintle Hitch
3.00	PAINT HOIST & SUBFRA	Prime Where needed and Paint Hoist & Subframe to black
3.00	PAINT PLOW HITCH	Paint Plow Hitch, Including lift arm, side plates, bumper and lift cylinder black
3.00	PAINT-MISCEL	Paint Miscel
3.00	Under Coat	Under coat dump body
		_____
		MISCELLANEOUS, FREIGHT, INSTALLATION:
		_____
6,000.00	Misc.	To put aluminum rims on all wheels
15,774.00	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.
15,774.00	FREIGHT	FREIGHT
846.00	INSTALLATION	Lindco Installation Labor Hours

Subtotal	907,521.00
Sales Tax	
TOTAL	**907,521.00**

Ordinance No. 2024-____

AN ORDINANCE AUTHORIZING THE SEVENTH AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2023 AND ENDING ON APRIL 30, 2024

WHEREAS, the United City of Yorkville (the "City") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2023-14 on April 25, 2023 adopting an annual budget for the fiscal year commencing on May 1, 2023 and ending on April 30, 2024; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Vehicle & Equipment fund with respect to the United City of Yorkville's 2023-2024 Budget are hereby approved.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2024.

_____

CITY CLERK

DAN TRANSIER	_____	KEN KOCH	_____
CRAIG SOLING	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

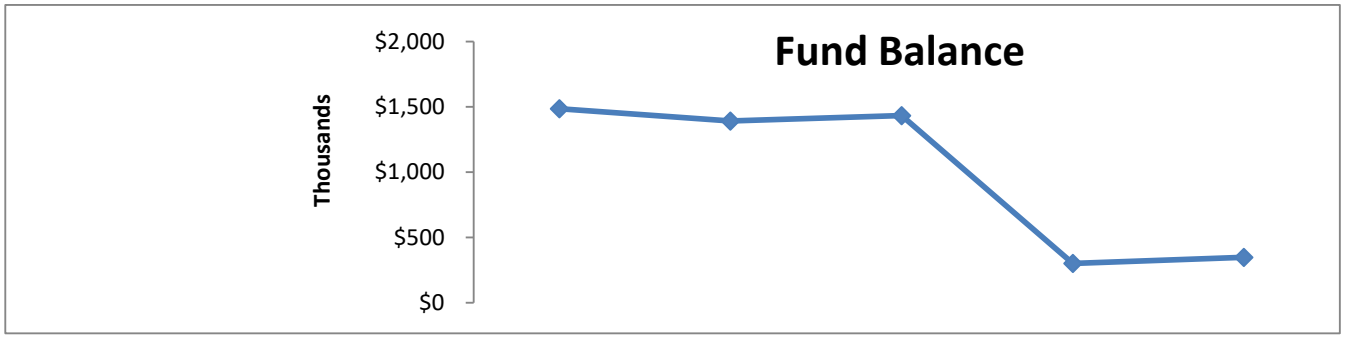
_____

MAYOR

Schedule A

VEHICLE & EQUIPMENT FUND (25)

	FY 2021 Actual	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2024 Amended Budget
Revenue					
Intergovernmental	$ 9,490	$ 9,590	$ -	$ 240,553	$ 240,553
Licenses & Permits	268,641	112,511	155,950	110,000	110,000
Fines & Forfeits	3,998	7,529	11,585	7,300	7,300
Charges for Service	1,231,404	423,071	876,986	1,567,477	1,567,477
Investment Earnings	150	105	-	-	-
Reimbursements	9,190	22,860	44,512	-	-
Miscellaneous	1,920	323	3,189	500	500
Other Financing Sources	13,927	35,598	265,878	126,000	126,000
Total Revenue	**$ 1,538,720**	**$ 611,587**	**$ 1,358,100**	**$ 2,051,830**	**$ 2,051,830**
Expenditures					
Contractual Services	$ 926	$ 533	$ 61,286	$ 38,100	$ 38,100
Supplies	3,643	24,088	74,899	18,618	18,618
Capital Outlay	488,481	609,564	1,109,461	2,971,053	3,007,053
Debt Service	71,571	71,570	71,570	71,570	71,570
Total Expenditures	**$ 564,621**	**$ 705,755**	**$ 1,317,216**	**$ 3,099,341**	**$ 3,135,341**
Surplus (Deficit)	$ 974,099	$ (94,168)	$ 40,884	$ (1,047,511)	$ (1,083,511)
Ending Fund Balance	**$ 1,485,791**	**$ 1,391,622**	**$ 1,432,503**	**$ 300,973**	**$ 348,992**



United City of Yorkville
Vehicle & Equipment Fund

25

VEHICLE & EQUIPMENT FUND REVENUE

Account	Description	FY 2021 Actual	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2024 Amended Budget
Intergovermental						
25-000-41-00-4160	FEDERAL GRANTS	$ -	$ -	$ -	$ 240,553	$ 240,553
25-000-41-00-4170	STATE GRANTS	9,490	9,590	-	-	-
	Total: Intergovernmental	**$ 9,490**	**$ 9,590**	**$ -**	**$ 240,553**	**$ 240,553**
Licenses & Permits						
25-000-42-00-4215	DEVELOPMENT FEES - POLICE CAPITAL	69,450	23,250	34,050	30,000	30,000
25-000-42-00-4217	WEATHER WARNING SIREN FEES	2,441	1,411	-	500	500
25-000-42-00-4218	ENGINEERING CAPITAL FEES	22,400	21,800	28,100	10,000	10,000
25-000-42-00-4219	DEVELOPMENT FEES - PW CAPITAL	163,150	55,150	79,750	64,500	64,500
25-000-42-00-4220	DEVELOPMENT FEES - PARK CAPITAL	11,200	10,900	14,050	5,000	5,000
	Total: Licenses & Permits	**$ 268,641**	**$ 112,511**	**$ 155,950**	**$ 110,000**	**$ 110,000**
Fines & Forfeits						
25-000-43-00-4315	DUI FINES	$ 3,228	$ 6,649	$ 10,805	$ 6,500	$ 6,500
25-000-43-00-4316	ELECTRONIC CITATION FEES	770	880	780	800	800
	Total: Fines & Forfeits	**$ 3,998**	**$ 7,529**	**$ 11,585**	**$ 7,300**	**$ 7,300**
Charges for Service						
25-000-44-00-4416	BUILDING & GROUNDS CHARGEBACK	$ -	$ -	$ -	$ 30,000	$ 30,000
25-000-44-00-4418	MOWING INCOME	1,877	-	-	500	500
25-000-44-00-4419	COMMUNITY DEVELOPMENT CHARGEBACK	-	110,395	-	-	-
25-000-44-00-4420	POLICE CHARGEBACK	218,334	91,732	47,825	129,173	129,173
25-000-44-00-4421	PUBLIC WORKS CHARGEBACK	622,551	108,000	549,408	1,113,569	1,113,569
25-000-44-00-4427	PARKS & RECREATION CHARGEBACK	385,000	88,866	204,854	276,117	276,117
25-000-44-00-4428	COMPUTER REPLACEMENT CHARGEBACK	3,642	24,078	74,899	18,118	18,118
	Total: Charges for Service	**$ 1,231,404**	**$ 423,071**	**$ 876,986**	**$ 1,567,477**	**$ 1,567,477**
Investment Earnings						
25-000-45-00-4522	INVESTMENT EARNINGS - PARK CAPITAL	$ 150	$ 105	$ -	$ -	$ -
	Total: Investment Earnings	**$ 150**	**$ 105**	**$ -**	**$ -**	**$ -**
Reimbursements						
25-000-46-00-4692	MISCELLANEOUS REIMB - PARK CAPITAL	$ 9,190	$ -	$ 44,512	$ -	$ -
25-000-46-00-4695	MISCELLANEOUS REIMB - POLICE CAPITAL	-	22,860	-	-	-
	Total: Reimbursements	**$ 9,190**	**$ 22,860**	**$ 44,512**	**$ -**	**$ -**
Miscellaneous						
25-000-48-00-4850	MISCELLANEOUS INCOME - GEN GOV	$ -	$ 42	$ 283	$ -	$ -
25-000-48-00-4852	MISCELLANEOUS INCOME - POLICE CAPITAL	666	208	343	-	-
25-000-48-00-4854	MISCELLANEOUS INCOME - PW CAPITAL	665	-	2,321	500	500
25-000-48-00-4855	MISCELLANEOUS INCOME - PARK CAPITAL	589	73	242	-	-
	Total: Miscellaneous	**$ 1,920**	**$ 323**	**$ 3,189**	**$ 500**	**$ 500**

United City of Yorkville
Vehicle & Equipment Fund

25

VEHICLE & EQUIPMENT FUND REVENUE

Account	Description	FY 2021 Actual	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2024 Amended Budget
Other Financing Sources						
25-000-49-00-4920	SALE OF CAPITAL ASSETS - POLICE CAPITAL	$ 8,015	$ 695	$ 10,156	$ 6,000	$ 6,000
25-000-49-00-4921	SALE OF CAPITAL ASSETS - PW CAPITAL	-	30,903	63,695	116,000	116,000
25-000-49-00-4922	SALE OF CAPITAL ASSETS - PARK CAPITAL	5,912	4,000	27,000	4,000	4,000
25-000-49-00-4972	TRANSFER FROM LAND CASH	-	-	33,843	-	-
25-000-49-00-4995	LEASE PROCEEDS	-	-	131,184	-	-
Total:	**Other Financing Sources**	**$ 13,927**	**$ 35,598**	**$ 265,878**	**$ 126,000**	**$ 126,000**
	Total: VEHICLE & EQUIP REVENUE	**$ 1,538,720**	**$ 611,587**	**$ 1,358,100**	**$ 2,051,830**	**$ 2,051,830**

United City of Yorkville
Vehicle & Equipment Fund

215

PUBLIC WORKS CAPITAL EXPENDITURES

Account	Description	FY 2021 Actual	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2024 Amended Budget
Contractual Services						
25-215-54-00-5448	FILING FEES	$ 469	$ 67	$ 134	$ 750	$ 750
	Total: Contractual Services	**$ 469**	**$ 67**	**$ 134**	**$ 750**	**$ 750**
Supplies						
25-215-56-00-5620	OPERATING SUPPLIES	$ -	$ -	$ -	$ 500	$ 500
	Total: Supplies	**$ -**	**$ -**	**$ -**	**$ 500**	**$ 500**
Capital Outlay						
25-215-60-00-6060	EQUIPMENT	$ 63,986	$ 92,186	$ 305,803	$ 238,500	$ 238,500
25-215-60-00-6070	VEHICLES	99,369	147,102	136,318	1,671,000	1,707,000
	Total: Capital Outlay	**$ 163,355**	**$ 239,288**	**$ 442,121**	**$ 1,909,500**	**$ 1,945,500**
Debt Service - Public Works Building						
25-215-92-00-8000	PRINCIPAL PAYMENT	$ 51,664	$ 58,039	$ 55,511	$ 57,544	$ 57,544
25-215-92-00-8050	INTEREST PAYMENT	17,732	11,357	13,885	11,852	11,852
	Total: Debt Service - PW Building	**$ 69,396**	**$ 69,396**	**$ 69,396**	**$ 69,396**	**$ 69,396**
	Total: PW CAPITAL EXPENDITURES	**$ 233,220**	**$ 308,751**	**$ 511,651**	**$ 1,980,146**	**$ 2,016,146**

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2024-12

Agenda Item Summary Memo

Title: Kendall County Comprehensive Land Use Plan Amendment (Route 47 & Eldamain Rd.)

Meeting and Date: City Council – February 13, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Sara Mendez (Name) Community Development (Department)

Agenda Item Notes:

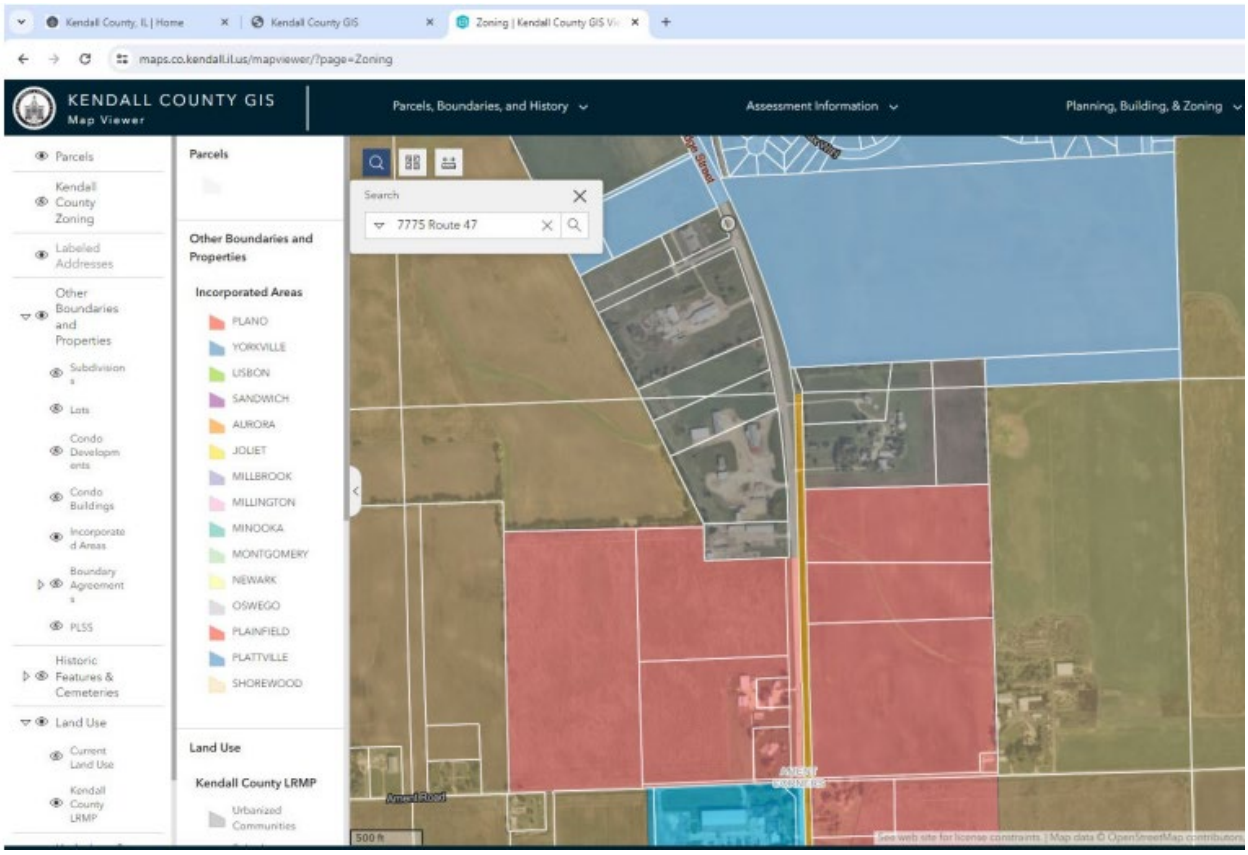
Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Krysti Barksdale Noble, Community Development Director
From: Sara Mendez, Planner I
CC: Bart Olson, Administrator
Date: January 31, 2024
Subject: **Potential Changes to the Future Land Use Map Along Route 47**
Kendall County Comprehensive Land Plan and Ordinance Committee

SUMMARY

The Kendall County Comprehensive Land Plan and Ordinance Committee is considering proposing changes to their Future Land Use Map for the areas located south of Yorkville on both sides of Route 47 in Kendall Township due to market conditions. The committee is exploring the idea of changing the classification of nine (9) properties between 7775 A/B and 8175 Route 47 from Transportation Corridor to Mixed Use Business, as indicated on the map below. On January 24, 2024, the Kendall County Regional Planning Commission voted to initiate the amendment to the Future Land Use and text of the Land Resource Management Plan (LRMP).



Aerial displaying subject properties

PROPOSAL DETAILS

The Kendall County Comprehensive Land Plan and Ordinance Committee is specifically exploring the following properties to reclassify from Transportation Corridor to Mixed Use Businesses: 05-09-300-015, 05-09-376-002, 05-09-400-006, 05-09-400-010, 05-09-400-011, 05-16-100-006, 05-16-200-008, 05-16-200-013, 05-16-200-014. The nine (9) properties are located about 1.5 miles northwest from a variety of existing and proposed residential developments such as Raintree Village, Hudson Lakes, and Windett Ridge. Additionally, the nine (9) properties are located about 2 miles north from commercial developments such as Stagecoach Crossing and Fountain Village.

The table below displays each property that is being proposed to reclassify from Transportation Corridor to Mixed Use Business and its parcel number, zoning information, and property information

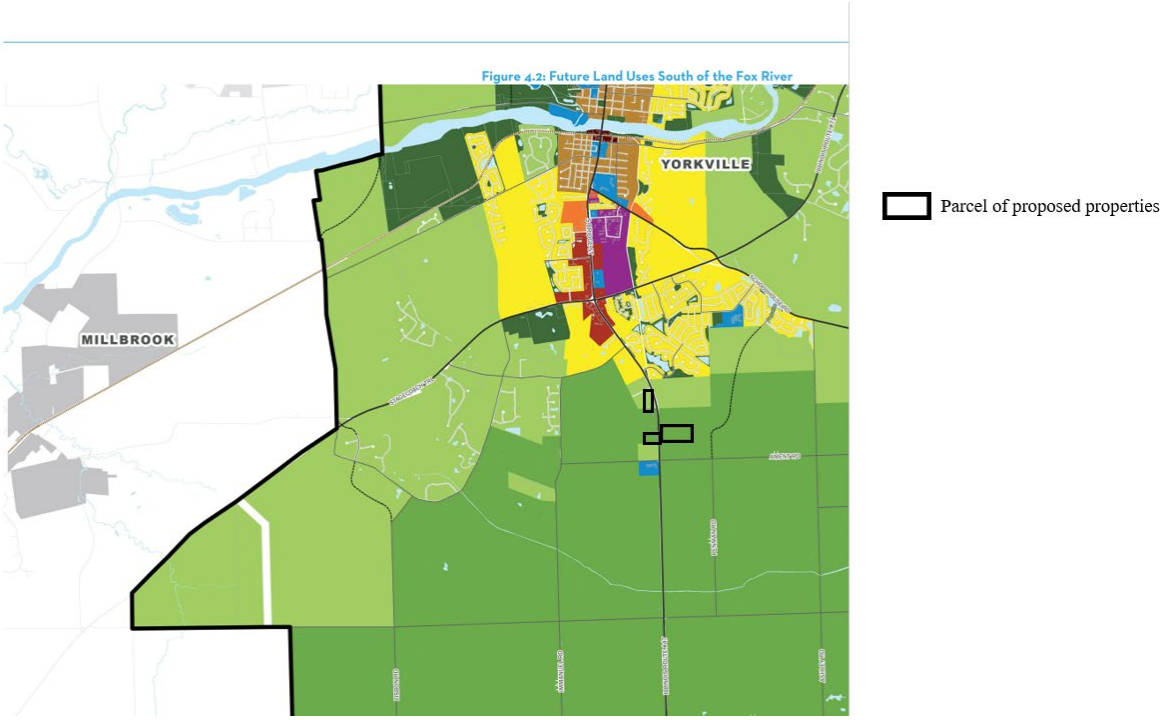
Parcel Number	Zoning (According the Kendall County)	Property Information
05-09-300-015	B-3 Highway Business	The US Department of Agriculture Kendall County Soil and Water Conservation District
05-09-376-002	B-3 Highway Business	Property for sale
05-09-400-006	A-1 Agricultural District	IDOT District 3 Yorkville Yard
05-09-400-010	A-1 Agricultural District	Vacant farmland
05-09-400-011	A-1 Agricultural District	Vacant farmland
05-16-100-006	A-1 Agricultural District	Vacant farmland
05-16-200-008	A-1 Agricultural District	Home accompanied by farming equipment
05-16-200-013	A-1 Agricultural District	Home accompanied by farmland equipment
05-16-200-014	A-1 Agricultural District	Home accompanied by farming equipment

Parcels that make up 8115 Route 47 are not included in the proposal because the owner, Grainco FS, Inc. and contract purchaser, A.B. Schwartz, LLC., are already going through the reclassification process. The City of Yorkville's City Council has reviewed Grainco FS, Inc and A.B. Schwartz, LLC. requests of a map amendment (rezoning) from A-1 Agricultural District to M-1 Limited Manufacturing District and did not oppose the request. In addition to the map amendment request, Grainco FS, Inc and A.B. Schwartz, LLC. requested to amend the Kendall County Future Land Use Map from "Transportation Corridor" to "Mixed Use Business"

STAFF COMMENTS

Staff supports the proposed changes to the nine (9) properties South of Yorkville on both sides of Route 47 in Kendall Township. The committee's proposal to transition the nine (9) properties from Transportation Corridor to Mixed Use Business land use align with the United City of Yorkville's Vision Statement. A portion of the Vision Statement states**, "Yorkville is encouraging appropriate development, infrastructure and urban design investments along its main corridors- Illinois Routes 47 and Eldamain Road- to ensure commercial and industrial areas remain vital, open space and recreational zones enhanced, and residential neighborhoods well-designed and integrated with the surrounding landscape character."** The land use changes of the nine (9)

properties align with the United City of Yorkville's objective of encouraging development along Illinois Routes 47 by promoting the mix of developments such as commercial, residential, cultural, institutional. All while upholding the overarching goal of an open, well-designed environment integrated with the surrounding character. Refer to the map below to identify where the general area of the nine (9) proposed properties are located within Yorkville.



Parcels of Proposed Properties to be changed from "Transportation Corridor" to "Mixed Use Business"

ATTACHMENTS

1. Aerial displaying subject properties
2. Parcels of Proposed Properties to be changed from "Transportation Corridor" to "Mixed Use Business"

PUBLIC NOTICE
KENDALL COUNTY
****KENDALL COUNTY REGIONAL PLAN COMMISSION ****
****KENDALL COUNTY ZONING BOARD OF APPEALS****

Notice is hereby given that the Kendall County Regional Plan Commission will hold a public hearing on February 28, 2024, at 7:00 p.m. and the Kendall County Zoning Board of Appeals will hold a meeting on March 4, 2024, at 7:00 p.m. Both the public hearing and meeting will be held at the Kendall County Office Building, Rooms 209 and 210, at 111 W. Fox Street, Yorkville, IL. The purpose of this hearing and meeting is to consider comments and make a recommendation regarding Petition #24-03, a request from the Kendall County Regional Planning Commission for Amendments to the Future Land Use Map in the Kendall County Land Resource Management Plan by changing the classifications of the properties located on both sides of Route 47 between 7775 A/B Route 47, Yorkville, IL and 8175 Route 47, Yorkville IL and identified by Parcel Identification Numbers 05-09-300-015, 05-09-376-002, 05-09-400-006, 05-09-400-010, 05-09-400-011, 05-16-100-006, 05-16-200-008, 05-16-200-013, and 05-16-200-014, and excluding 8115 Route 47, Yorkville IL in Kendall Township from Transportation Corridor to Mixed Use Business.

Petition related documents may be reviewed at the Planning, Building and Zoning Department, Room 203, 111 West Fox Street, Yorkville, IL 60560 or via the internet at https://www.kendallcountyil.gov/departments/planning-building-zoning/petitions.

Questions can be directed to the Kendall County Planning, Building and Zoning Department, telephone (630) 553-4139. Fax (630) 553-4179. All interested persons may attend and be heard. Written comments should be directed to the Department but shall only be entered as part of the record at the discretion of the Kendall County Regional Planning Commission or Kendall County Zoning Board of Appeals.

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the hearing or meeting time.

William Ashton, Chairman
Kendall County Regional Planning Commission

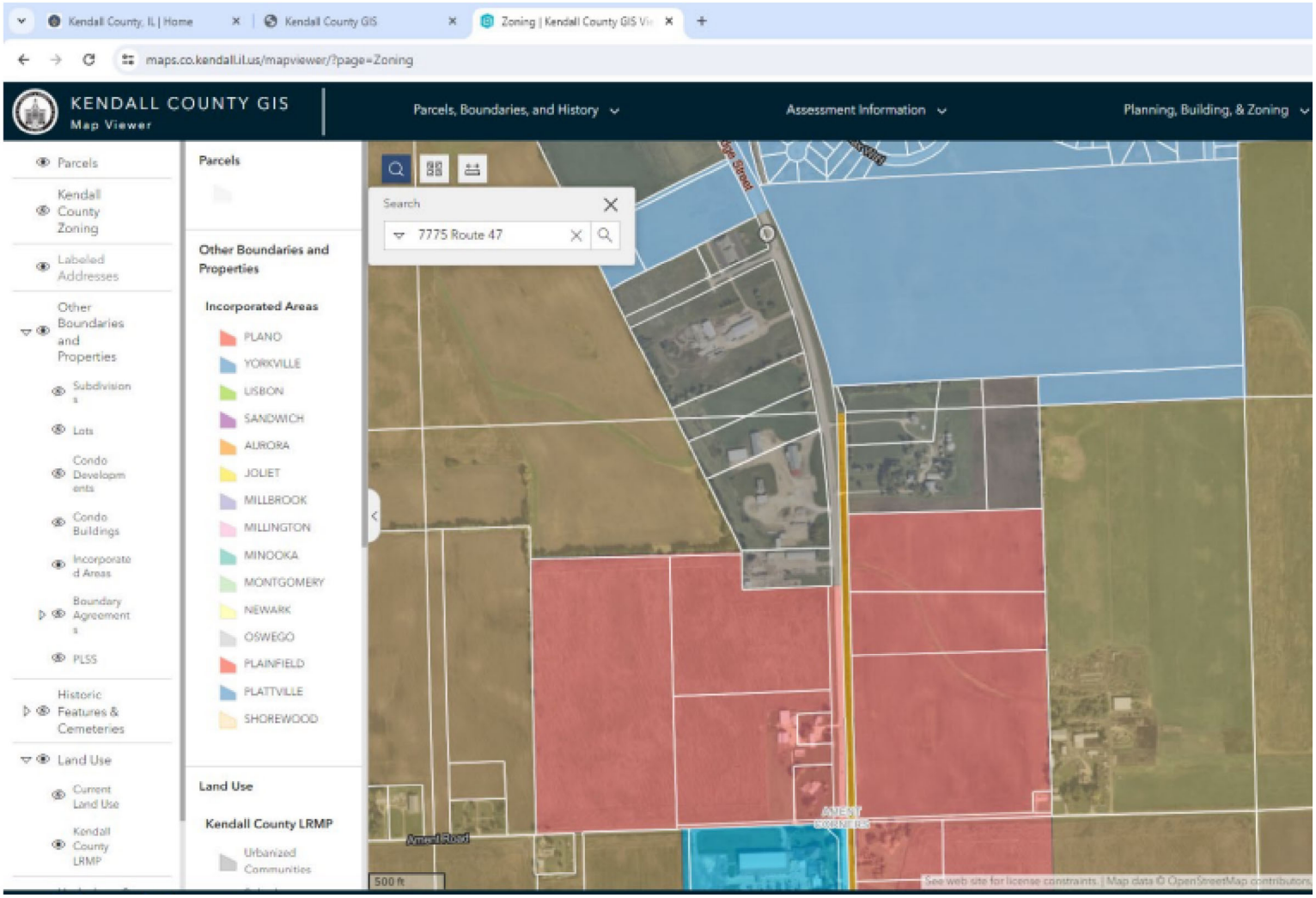
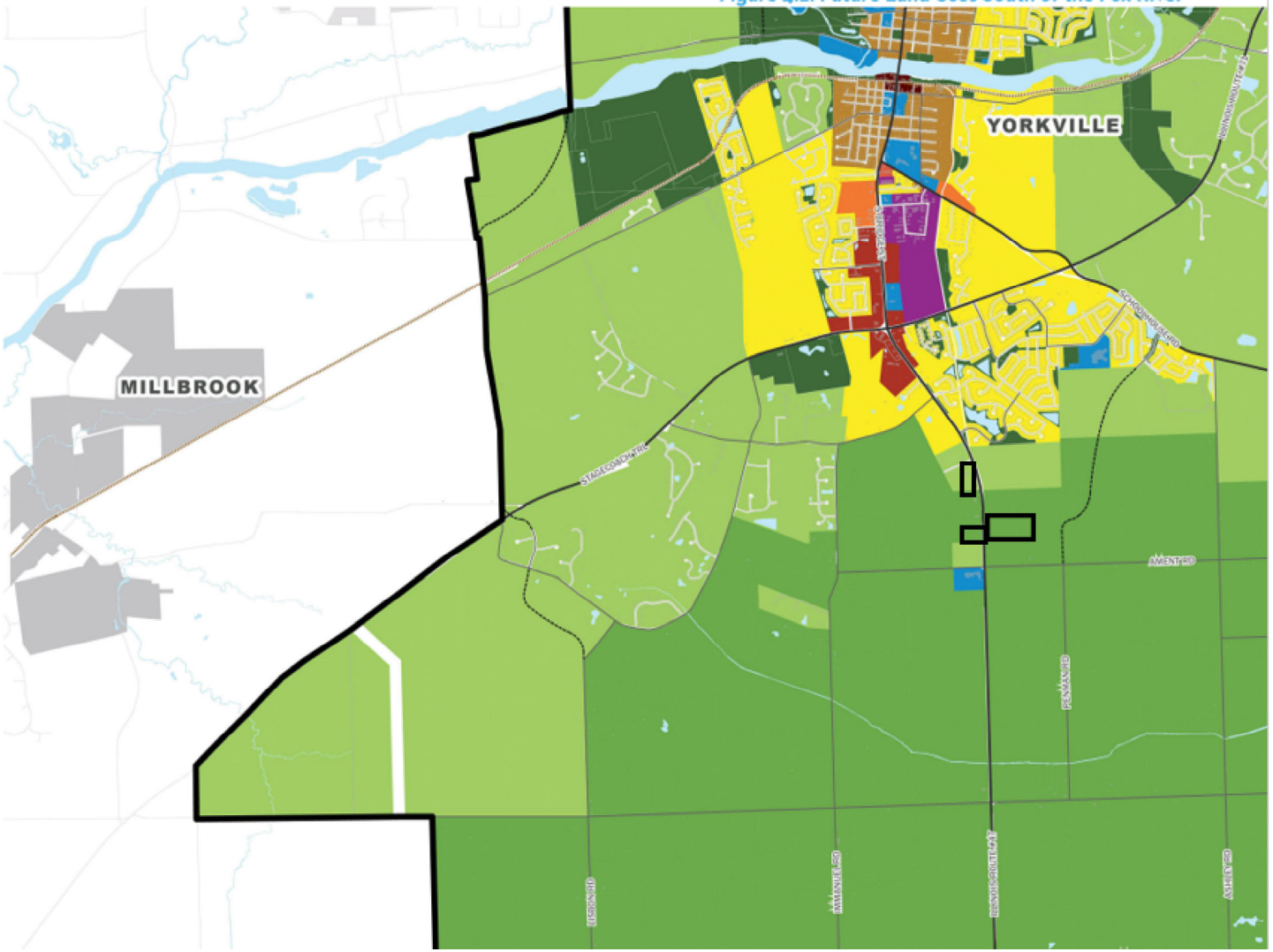

Kendall County, IL | Home
Kendall County GIS
Zoning | Kendall County GIS Vi
maps.co.kendall.il.us/mapviewer/?page=Zoning
KENDALL COUNTY GIS
Map Viewer
Parcels, Boundaries, and History
Assessment Information
Planning, Building, & Zoning
Parcels
Kendall County Zoning
Labeled Addresses
Other Boundaries and Properties
Subdivisions
Lots
Condo Developments
Condo Buildings
Incorporated Areas
Boundary Agreements
PLSS
Historic Features & Cemeteries
Land Use
Current Land Use
Kendall County LRMP
Parcels
Other Boundaries and Properties
Incorporated Areas
PLANO
YORKVILLE
LISBON
SANDWICH
AURORA
JOLIET
MILLBROOK
MILLINGTON
MINOOKA
MONTGOMERY
NEWARK
OSWEGO
PLAINFIELD
PLATTVILLE
SHOREWOOD
Land Use
Kendall County LRMP
Urbanized Communities
Search
7775 Route 47
Ament Road
500 ft
See web site for license constraints. | Map data © OpenStreetMap contributors

Figure 4.2: Future Land Uses South of the Fox River



Parcel of proposed properties

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2024-12

Agenda Item Summary Memo

Title: Public Works Building – Architect Contract with Kluber, Inc.

Meeting and Date: City Council – February 13, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: CC – 1/23/24

Action Taken: This agenda item was tabled to the 2/13/24 City Council meeting.

Item Number: PW 2024-12

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: February 8, 2024
Subject: Kluber agreement – PW Facility

Summary

Review of questions posed by elected officials since the last City Council meeting regarding the Kluber agreement for the PW Facility services.

Background

This item was last discussed by the City Council at the January 23rd meeting. Elected officials were asked to send questions about the Kluber contract and PW Facility construction process. A few questions/comments have been received and are included and responded to below:

1) What facilities management system is currently being used by the City? What is the City's long-term plan for a facilities management system? What deliverables will be produced by Kluber under the contract that can be used in the City's facilities management system?
   a) I asked Facilities Manager Jesus Navarro to compile a memo about our current processes (paper and spreadsheet based), to recommend a newer asset management and workload system (subscription based, within staff purchasing authority), and research the options available to us through an eventual purchase of a full ERP system. That memo is attached. Separate from the memo, he will be in touch with Kluber to discuss deliverables expected to be used by Facilities Management after the building is constructed. At time of memo creation, that conversation had not occurred; if it occurs before the City Council meeting, we will distribute a supplemental packet for verbally update everyone at the meeting.

2) What is Kluber's project history and how did we choose Kluber?
   a) The staff put out a space needs analysis RFQ in early 2021 which resulted in 10 proposals from architectural firms. These proposals were reviewed by variety of City employees at that time, resulting in the recommendation of Kluber as the #1 and three other firms with acceptable qualifications and being shortlisted for future work. While the initial Kluber space needs analysis was approved by staff due to it being under the purchasing threshold, the approval of Kluber as #1 and the shortlisted firms was approved by City Council at that time (packet materials attached). After the first space needs analysis, Kluber was asked by the City Council to conduct a supplemental / phase 2 space needs analysis to look at two different options for a facility. This phase 2 space needs analysis contract was approved by City Council in 2022 before it was conducted. After the second space needs analysis, the staff felt comfortable with Kluber's work product and

recommended them for the full design contract now under consideration. Given the City's past use of Kluber and City Council's approval of the second space needs analysis, the contract can be approved through a simple majority vote. If the City Council decided not to go with Kluber and opted to go back out to RFQ, we would anticipate that timeline to take 90 to 150 days.

3) Public Works building tours
   a) A few aldermen have expressed interest in touring other Public Works facilities, including Montgomery's. Tours are an expected step in the design and planning process. I assumed we would tour Montgomery's Facility (designed by Williams Architects) and South Elgin's facility (designed by Kluber) at some point before the City Council signs off on a building plan and scope. These tours can be conducted individually or as a group subject to Open Meetings Act concerns. I have had some alderman express interest in doing a Montgomery tour before approving an agreement with Kluber; while I appreciate the idea, I don't think it's necessary nor effective to tour a competing architect's facility before approving our contract. I think it would be most effective to have Kluber under contract and to attend the tours with staff and elected officials so that their perspective is included in real time. I expect a discussion about tour timing and operations to occur at the City Council meeting.

4) Construction Manager timing
   a) Alderman Tarulis had asked a few questions related to the timing and process of the construction manager hiring. We anticipate going through an RFQ process for the construction manager and will be asking aldermen to participate in the selection interviews. If the Kluber contract is approved at the Feb 13th City Council meeting, then the contract contemplates Kluber sitting in on the construction manager interviews and providing some feedback for City use. The shortest timeline for that process with Kluber on board is a Feb/March/April and likely May finish. Alderman Tarulis had raised the concept of hiring a construction manager at the same time as an architect. Certainly, if we had started the construction manager hiring process a few months ago, we would have no issues with recommending both firms for concurrent City Council approval. If Kluber's contract is approved now, they would be able to start on certain planning and design processes now in advance of picking a construction manager. If we want to postpone Kluber's approval until a CM hiring process is conducted, we will lose Kluber's participation and would be looking at a May/June approval of both Kluber and the construction manager. I have not spoken with Kluber about how this would affect the construction timeline for the facility, but I would assume it would push the start of construction activities from a possible end of 2024 start well into 2025. Alderman Tarulis has opined that hiring an architect before a construction manager in his experience can result in the architects getting farther ahead on plans than is ideal, resulting in the construction manager (hired later in this scenario) having to backtrack on different plan components and resulting in redone work and additional time and expense. I have no reason to doubt that is a challenge, and one that would have to be closely managed if Kluber is hired first. We did speak to Kluber about usual timing of construction manager and architect, and they offered that sometimes they are hired first and sometimes they are hired concurrently with the construction manager.

5) A/E Fees
   a) Kluber has provided some draft A/E fee calculations for their projects previously discussed by the City Council in the cost per square footage tables. City staff is vetting these figures as well as seeking information from Montgomery on their Williams Architect fees. This information will be distributed when it is received/finalized but is not available at time of packet creation.

6) Is the contract payout over multiple stages or Lump Sum? Project Timeline Triggers?
   a) Section 11.5 addresses the timing.

Schematic design	15%
Design Development	28%
Construction Documents	36%
Procurement	1%
Construct	20%

   Section 9 addresses the various termination provisions. Basically, the City has a unilateral 7-day termination clause, which we can exercise for any reason. If we terminate for convenience (i.e. we decide not to move forward with the project), then we simply owe Kluber whatever funds were incurred prior to our termination, plus any business interruption expenses Kluber has.

7) What is the mechanism if there is a disagreement between the City or Construction Management (CM)?
   a) That would be a clause in the contract with the CM, which we do not have at this time. In the Kluber contract, we do have mediation and litigation processes outlined within our architect contract within Section 8 of the contract. It basically says we'll do mediation if there's a dispute, and then proceed to litigation if mediation isn't successful.

8) Could this disagreement lead to additional financial commitments that would dictate the city to exceed budget?
   a) I would think that the CM contract would be written with safeguards in place to prevent that. The City would have to approve anything over and above the contract amounts, though. There isn't a scenario in the process of building a PW Facility where major costs can be incurred without City Council approval. Obviously, any architects, engineers, or construction management people can provide project estimates that can be wildly wrong (I.e. they'll say – we can build this 90,000 square foot building for $30m but the bids could come in at twice that amount) – but the City can't be on the hook for an additional scope to the project or overages unless we have the City Council approve them. The way the CM contract will be drafted *should* also review this concept of a guaranteed maximum price in detail whenever we prepare to go to bid.

9) Was Kluber the only selection or were others given opportunity/considered? If yes, does this pass legal requirements? Would be nice to have our city attorney's opinion on the record regarding this. Avoid future legal challenges.
   a) As outlined in #2 above, we continued the relationship with Kluber since 2021. After the space needs analysis was completed, the city council approved an interim phase space need analysis in May of 2022. Attorney Orr has reviewed the contract and approval processes and is comfortable with our recommendations.

10) How time critical is this contract execution? Would be important that the entire council be comfortable with this decision considering the financial amount being spent.
   a) [From Eric] In my opinion, extremely crucial. We are out of room at PW and the structure itself is not in good shape. I believe we also need to keep moving forward to hit the correct building cycle for earthwork and construction.
   b) [From Bart] Eric's comments are straightforward in need. The timing and scope of the building is a policy decision for City Council. As outlined in #4 above, the process would be delayed by a few months and into 2025 if action on the contract is delayed.

11) To verify, this contract along with EEI's contract is budgeted in our current fiscal budget and no other budget amendment is required?
   a) [From Rob] Correct – we have $3.01M budgeted for FY 24 – so we can cover the full Kluber ($1,530,070) and EEI ($107,465) contracts totaling $1,637,535 – without a budget amendment.

Recommendation

This is an informational item. The original recommendation for approval on the Kluber contract remains positive, as outlined in the memo reviewed at the January 23rd City Council meeting.

Memorandum

To: Administration Committee
From: Jesus Navarro, Facilities Manager
CC: Bart Olson, City Administrator
Erin Willrett, Assistant City Administrator
Date: January 30, 2024
Subject: Facility Management Software

Summary

Discussion to implement a Facility Management Software for City Hall and the new Public Works Facility.

Background

Currently preventive maintenance, asset tracking, and scheduling is being tracked with a combination of spreadsheets and a calendar for reminders. The building assets are tracked by the lifespan, age, remaining useful life, quantity and the unit price.

Facility Maintenance Software helps to track monitor preventive maintenance requirements for the building assets. Some of the functions include tracking work requests, keeping maintenance logs, producing reports, and assisting in planning on repairs and replacement before failure.

Staff reviewed two (2) different asset management software programs that offer the same functions including: asset management, preventive maintenance, facility maintenance, inventory and work order management. These programs were evaluated both in terms of the functionality and price. A summary is listed here:

MaintainX it has all the functions we need for facility maintenance. It also offers a month by month subscription which gives us the flexibility to cancel at any time. MaintainX pricing is $59 per user per month or $708 for the year per user if you pay monthly. They offer a special rate if you pay annually of $588 per user.

FaciliWorks also has all the functions we need for facility maintenance. It offers a yearly subscription and offers a license lease program. To purchase the license cost $1,350 per user with a yearly maintenance fee of $139 per user. User also must provide storage when you purchase the license. To lease the license, it would cost $948 per year per user.

Our ultimate goal is to incorporate the facility maintenance software with our ERP system to allow us to track the budget line items, issue purchase orders, and have a central place for all projects. We can benefit from the subscription system by starting to build the system and transfer the information over to the ERP system the City chooses. The negative aspect would be doing the work twice if we can't transfer the information over to the new system but will have the information available and can manually add it. At this time, the city has not decided on an ERP system, staff feels that a facility maintenance system is needed and will be very beneficial for the building and to the department.

The differences of the two (2) is the price. For example, in 2 years MaintainX would cost $1,176 while FaciliWorks $1,896 per user. With this in mind, the responsible solution for Asset Management software, considering both functionality and cost, is MaintainX.

Recommendation

This is an informational item.

Resolution No. 2024-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AGREEMENT WITH KLUBER, INC. FOR THE DESIGN OF A PUBLIC WORKS FACILITY

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the City has acquired property commonly known as Lot 4 of the Yorkville Business Center on Boombah Boulevard for the purpose of constructing an 87,000 square foot public works facility (the "PW Facility"); and

WHEREAS, to design the new PW Facility, the City considered receiving various proposals from architectural firms with which it worked in the past and upon due consideration determined that Kluber Inc. of Aurora, Illinois has the expertise necessary to undertake this project; and

WHEREAS, after discussion and review of the Schematic Design submitted by Kluber, Inc., the City Administrator, City Engineer and the City Public Works Director are prepared to recommend that the Mayor and City Council approve the Agreement with Kluber, Inc. in the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois as follows:

Section 1. That the AIA Document 8133-209, being a standard form of Agreement Between Owner and Architect, by and between the United City of Yorkville and Kluber, Inc. attached hereto and made a part hereof by this reference is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the United City of Yorkville.

Section 2. That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the day of February in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

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

United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

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

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

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

1370 – United City of Yorkville – New Public Works Facility

The Construction Manager (if known):
(Name, legal status, address, and other information)

To be determined. Not selected at the time of this Agreement.

The Owner and Architect agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Program and limited Schematic Design deliverable has been completed by Kluber, Inc. titled 'Yorkville Maintenance Facility' dated November 14, 2022.

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

The proposed facility as presented in § 1.1.1 above is approximately 87,000 square feet on Lot 4 of the Yorkville Business Center of Boombah Boulevard. A follow-up meeting with the Owner on October 17, 2023, it was determined to progress into the full Schematic Design Phase to simplify the building footprint and possibly reduce the overall square footage in order to reduce the budget for the Cost of the Work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Architect's preliminary assumption (with site development) is twenty million dollars. ($20,000,00000). This budget will be used for Architect's preliminary fee calculations for the Stipulated Sum for Basic Services noted in § 11.1.1.The compensation for Basic Services will be reviewed and finalized at the end of the Schematic Design Phase and adjusted (if required) as mutually agreed between Owner and Architect.

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

.1 Design phase milestone dates, if any:

Schematic Design: March 2024
Design Development: May 2024
Construction Documents: July 2024
Procurement: July/August 2024

.2 Construction commencement date:

September 2024

.3 Substantial Completion date or dates:

July 2025, to be confirmed by Owner and Construction Manager.

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Not anticipated.

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

None

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Bart Olson
City Administrator
United City of Yorkville

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651 Prairie Pointe Drive
Yorkville, IL 60560

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

None

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined.

.2 Land Surveyor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

.3 Geotechnical Engineer:

Contracted through Engineering Enterprises, Inc.
Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123

.4 Civil Engineer:
Engineering Enterprises, Inc. (Civil Engineering & Landscape Design)
52 Wheeler Road
Sugar Grove, IL 60554

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Construction Material Testing (To be determined).

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

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

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§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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

.2 Mechanical Engineer:

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

.3 Electrical Engineer:

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

§ 1.1.12.2 Consultants retained under Supplemental Services:

Integrity Environmental Services, Inc (Fuel Station)
1220 Iroquois Avenue, Suite 100
Naperville, IL 60563

Commissioning
TBD

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

N/A

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

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA

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Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero ($ 1,000,000.00) each accident, One Million Dollars and Zero ($ 1,000,000.00) each employee, and One Million Dollars and Zero ($ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero ($ 2,000,000.00) per claim and Five Million Dollars and Zero ($ 5,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional

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insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or

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procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

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

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

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

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Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

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

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Procurement Phase Services

§ 3.6.1 General

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

(Paragraphs deleted)

§ 3.6.2 Competitive Bidding

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

(Paragraph deleted)

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

.1 providing PDF files of the Bidding Documents to the Construction Manager for their distribution to prospective bidders;

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.2 attend a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Construction Manager for the prospective bidders in the form of addenda; and

.4 attend the opening of bids organized and conducted by the Construction Manager, Construction Manager to document and distribute the bidding results, as directed by the Owner.

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

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.7.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.7.2 Evaluations of the Work

(Paragraph deleted)

§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

(Paragraph deleted)

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

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

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraph deleted)
§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

(Paragraph deleted)
§ 3.7.3 Certificates for Payment to Construction Manager
(Paragraph deleted)
§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

(Paragraph deleted)
§ 3.7.4 Submittals
(Paragraph deleted)
§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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

(Paragraph deleted)
§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

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

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

(Paragraphs deleted)
§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

(Paragraph deleted)
§ 3.7.5 Changes in the Work
(Paragraphs deleted)
§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

(Paragraphs deleted)
§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

(Paragraph deleted)
§ 3.7.6 Project Completion
(Paragraph deleted)
§ 3.7.6.1 The Architect shall:

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

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

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

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§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager (Part of Basic Services)	Architect
§ 4.1.1.2 Programming (Completed by Architect)	Architect
§ 4.1.1.3 Final Update of Preliminary Designs (Part of Basic Services)	Architect

(Row deleted)

§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning (Completed by Architect)	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Owner
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating (after Schematic Design Phase)	Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction (Part of Basic Services)	Architect
§ 4.1.1.16 As-designed record drawings (Part of Basic Services)	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants. Limited to as required for the Architect to prepare its Instruments of Service.	Architect

(Row deleted)

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§ 4.1.1.22 Telecommunications/data design (Limited)	Architect
§ 4.1.1.23 Security evaluation and planning	Architect
§ 4.1.1.24 Commissioning	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
§ 4.1.1.30 Audio/Visual Systems Design	Owner
§ 4.1.1.31 Fuel Station Design	Architect
§ 4.1.1.32 Site Storage Bin Design	Architect
§ 4.1.1.33 Salt Dome Design	Architect

§ 4.1.2 Description of Supplemental Services

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

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

§4.1.2.1.1 Programing: Completed by Architect under separate contract.

§4.1.2.1.2 Site evaluation and planning: Completed by Architect under separate contract.

§4.1.2.1.3 Architectural Interior Design:

- Preliminary interior design product selections for interior finishes including color options and recommended building placement to Owner for approval.
- Refine interior design selections based upon initial Owner input.
- Present final interior design selections to the Owner for formal approval.
- Document final interior design color selections on the contract documents prior to bidding.
- Note: Built-in casework design is included for the building as part of Basic Services.

§4.1.2.1.4 Architect's Coordination of Owner's Consultants: Coordination of Owner's consultants as required to complete Architect's Instruments of Service. Anticipated to be Owner's civil engineer, landscape designer and geotechnical engineer.

§4.1.2.1.5 Telecommunications/Data Systems Design:

- Design includes interior building communications wiring, jack terminations, patch panels and associated MDF rack design and specifications.
- All other "Telecommunications and data equipment" will be provided by others. This includes but is not limited to: routers, servers, switches, UPS units, and phone systems and handsets and desktop/laptop computers.

§4.1.2.1.6 Door Control : Security Systems Design:

- Meet with the Owner to develop physical security objectives for Site Security, Access Control, and Surveillance and identify security measures to meet the identified objectives.
- Design and develop specifications for physical security systems including Door Access Control and Monitoring, Video Surveillance System and other security systems.
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structural cabling system and hardware to support associated security systems.

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§ 4.1.2.1.7 **Commissioning**: Architect will retain Consultant for Commissioning services. Scope TBD.

§ 4.1.2.1.8 **Furniture, furnishings, and equipment design**: General layout of furniture for purposes of function and connection locations for the office area. Furniture bid package is not included. Owner agrees to purchase from a government purchasing contract and will identify which furniture vender will be assigned to coordinate purchase and design layout with Architect.

- Permanent garage equipment will be included as part of Basic Services and will be included in the bidding documents. This fixed equipment includes the following equipment:
  - Fixed lifts
  - Lubrication and fluid equipment
  - Wash bay equipment
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structured cabling system and hardware to support associated security systems.
- Design supplementary electrical, technology and structural services for visual/environmental display and other A\V systems

§ 4.1.2.1.9 **Fuel Station design:** Architect will retain Integrity Environmental Services, Inc. for the fueling station.

§ 4.1.2.1.10 **Site material storage bin design:** Architect provide design services for the site material storage bins.

§ 4.1.2.1.11 **Salt Dome design:** Architect will provide performance based specifications for salt dome structure.

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

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

None.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to

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requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

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

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 36 (thirty-six) visits to the site by the Architect during construction assuming a construction duration of 18 months.

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

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

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§ 4.2.5 If the services covered by this Agreement have not been completed within 24 (twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall

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require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager,

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shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, including consequential damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, including consequential damages, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

(Paragraph deleted)

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

(Paragraphs deleted)
§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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

.1 Termination Fee:

None

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

None

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement

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shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

$1,362,400.00 (One million three-hundred sixty-two thousand four hundred dollars) based on the Cost of Work noted (excluding the site improvements) as noted in **§1.1.3.**
Note: This Stipulated Sum includes a $17,600.00 credit for limited Schematic Design Phase services previously completed under separate contract.

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 4.1.1.2 Programming:	Completed under separate contract.
§ 4.1.1.6 Site evaluation and planning:	Completed under separate contract.
§ 4.1.1.11 Architectural Interior Design	$17,400.00**
§ 4.1.1.21 Architects coordination of the Owner's consultants	$24,450.00**
§ 4.1.1.22 Telecommunications/data design	$21,750.00**
§ 4.1.1.23 Security evaluation and planning:	$14,790.00**
§ 4.1.1.24 Commissioning (TBD)	$25,000.00 (Allowance)
§ 4.1.1.27 Furniture, furnishings, and equipment design	$13,050.00**
§ 4.1.1.31 Fuel Station design (Integrity Environmental Services, Inc.)	$25,730.00**
§ 4.1.1.32 Storage Bin Design	$15,750.00**
§ 4.1.1.33 Salt Dome Design (delegated design)	$9,750.00**

** Denotes will be billed in proportion to Basic Services Phases noted in **§ 11.5.**

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

At Architect's hourly billing rates as set forth in § 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-eight	percent (	28	%)
Construction Documents Phase	Thirty-six	percent (	36	%)
Procurement Phase	One		1	%
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

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

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

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

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Employee or Category **Rate ($0.00)**

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

.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.0 %) of the expenses incurred. Estimated to be $4,500.00 (excludes Owner's consultants).

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of ($) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's
(Paragraphs deleted)
invoice but in the event no later than as required by statue for governmental entities.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

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

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

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

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

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
John Purcell, Mayor	Michael T. Kluber, President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Additions and Deletions Report for

AIA® Document B133® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:22:40 ET on 01/12/2024.

PAGE 1

AGREEMENT made as of the day of February in the year Two Thousand Twenty-Four

...

United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

...

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

...

1370 – United City of Yorkville – New Public Works Facility

...

To be determined. Not selected at the time of this Agreement.

PAGE 2

The Program and limited Schematic Design deliverable has been completed by Kluber, Inc. titled 'Yorkville Maintenance Facility' dated November 14, 2022.

...

The proposed facility as presented in § 1.1.1 above is approximately 87,000 square feet on Lot 4 of the Yorkville Business Center of Boombah Boulevard. A follow-up meeting with the Owner on October 17, 2023, it was determined to progress into the full Schematic Design Phase to simplify the building footprint and possibly reduce the overall square footage in order to reduce the budget for the Cost of the Work.

...

Architect's preliminary assumption (with site development) is twenty million dollars. ($20,000,00000). This budget will be used for Architect's preliminary fee calculations for the Stipulated Sum for Basic Services noted in § 11.1.1.The compensation for Basic Services will be reviewed and finalized at the end of the Schematic Design Phase and adjusted (if required) as mutually agreed between Owner and Architect.

PAGE 3

Schematic Design: March 2024

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Design Development: May 2024
Construction Documents: July 2024
Procurement: July/August 2024

...

September 2024

...

July 2025, to be confirmed by Owner and Construction Manager.

...

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Not anticipated.

...

None

...

Bart Olson
City Administrator
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
PAGE 4

None

...

To be determined.

...

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

...

Contracted through Engineering Enterprises, Inc.
Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123

...

Engineering Enterprises, Inc. (Civil Engineering & Landscape Design)

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52 Wheeler Road
Sugar Grove, IL 60554

...

Construction Material Testing (To be determined).

...

Chris Hansen, AIA
Project Manager
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506
PAGE 5

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

...

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

...

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

...

Integrity Environmental Services, Inc (Fuel Station)
1220 Iroquois Avenue, Suite 100
Naperville, IL 60563

Commissioning
TBD

...

N/A
PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero ($ 1,000,000.00) each accident, One Million Dollars and Zero ($ 1,000,000.00) each employee, and One Million Dollars and Zero ($ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero ($ 2,000,000.00) per claim and Five Million Dollars and Zero ($ 5,000,000.00) in the aggregate.

~~§ 3.6 Construction Phase Services~~

§ 3.6 Procurement Phase Services

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

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.~~

~~§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.~~

~~§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.~~

~~§ 3.6.2 Evaluations of the Work~~

§ 3.6.2 Competitive Bidding

§ 3.6.2.1 ~~The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.~~Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

~~§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing~~

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

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

.1 providing PDF files of the Bidding Documents to the Construction Manager for their distribution to prospective bidders;

.2 attend a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Construction Manager for the prospective bidders in the form of addenda; and

.4 attend the opening of bids organized and conducted by the Construction Manager, Construction Manager to document and distribute the bidding results, as directed by the Owner.

§ 3.6.2.3 ~~The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.7.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.7.2 Evaluations of the Work

~~§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

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§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

~~§ 3.6.3 Certificates for Payment to Construction Manager~~
§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.~~

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

~~§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.~~

§ 3.7.3 Certificates for Payment to Construction Manager
~~§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.~~

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§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

~~§ 3.6.4 Submittals~~
§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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

§ 3.7.4 Submittals
~~§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.~~

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

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

~~§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely~~

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~~upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.~~

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

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

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

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

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

~~**§ 3.6.5 Changes in the Work**~~

~~§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

§ 3.7.5 Changes in the Work

~~§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.~~

~~**§ 3.6.6 Project Completion**~~

~~§ 3.6.6.1 The Architect shall:~~

- ~~.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;~~
- ~~.2 issue Certificates of Substantial Completion;~~
- ~~.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and~~
- ~~.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.~~

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

~~§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.~~

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

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

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

§ 3.7.6 Project Completion

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

§ 3.7.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

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

§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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§ 4.1.1.1 Assistance with Selection of Construction Manager (Part of Basic Services)	Architect
§ 4.1.1.2 Programming (Completed by Architect)	Architect
§ 4.1.1.3 Final Update of Preliminary Designs (Part of Basic Services)	Architect
~~§ 4.1.1.3 Multiple Preliminary Designs~~	
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning (Completed by Architect)	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Owner
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating (after Schematic Design Phase)	Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction (Part of Basic Services)	Architect
§ 4.1.1.16 As-designed record drawings (Part of Basic Services)	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants. Limited to as required for the Architect to prepare its Instruments of Service.	Architect
~~§ 4.1.1.21 Architect's coordination of the Owner's consultants~~	
§ 4.1.1.22 Telecommunications/data design (Limited)	Architect
§ 4.1.1.23 Security evaluation and planning	Architect
§ 4.1.1.24 Commissioning	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
§ 4.1.1.30 Audio/Visual Systems Design	Owner
§ 4.1.1.31 Fuel Station Design	Architect
§ 4.1.1.32 Site Storage Bin Design	Architect
§ 4.1.1.33 Salt Dome Design	Architect

§4.1.2.1.1 **Programing:** Completed by Architect under separate contract.
§4.1.2.1.2 **Site evaluation and planning:** Completed by Architect under separate contract.
§4.1.2.1.3 **Architectural Interior Design:**

- Preliminary interior design product selections for interior finishes including color options and recommended building placement to Owner for approval.

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- Refine interior design selections based upon initial Owner input.
- Present final interior design selections to the Owner for formal approval.
- Document final interior design color selections on the contract documents prior to bidding.
- Note: Built-in casework design is included for the building as part of Basic Services.

§4.1.2.1.4 Architect's Coordination of Owner's Consultants: Coordination of Owner's consultants as required to complete Architect's Instruments of Service. Anticipated to be Owner's civil engineer, landscape designer and geotechnical engineer.

§4.1.2.1.5 Telecommunications/Data Systems Design:

- Design includes interior building communications wiring, jack terminations, patch panels and associated MDF rack design and specifications.
- All other "Telecommunications and data equipment" will be provided by others. This includes but is not limited to: routers, servers, switches, UPS units, and phone systems and handsets and desktop/laptop computers.

§4.1.2.1.6 Door Control : Security Systems Design:

- Meet with the Owner to develop physical security objectives for Site Security, Access Control, and Surveillance and identify security measures to meet the identified objectives.
- Design and develop specifications for physical security systems including Door Access Control and Monitoring, Video Surveillance System and other security systems.
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structural cabling system and hardware to support associated security systems.

§ 4.1.2.1.7 Commissioning: Architect will retain Consultant for Commissioning services. Scope TBD.

§ 4.1.2.1.8 Furniture, furnishings, and equipment design: General layout of furniture for purposes of function and connection locations for the office area. Furniture bid package is not included. Owner agrees to purchase from a government purchasing contract and will identify which furniture vender will be assigned to coordinate purchase and design layout with Architect.

- Permanent garage equipment will be included as part of Basic Services and will be included in the bidding documents. This fixed equipment includes the following equipment:
  - Fixed lifts
  - Lubrication and fluid equipment
  - Wash bay equipment
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structured cabling system and hardware to support associated security systems.
- Design supplementary electrical, technology and structural services for visual/environmental display and other A\V systems

§ 4.1.2.1.9 Fuel Station design: Architect will retain Integrity Environmental Services, Inc. for the fueling station.

§ 4.1.2.1.10 Site material storage bin design: Architect provide design services for the site material storage bins.

§ 4.1.2.1.11 Salt Dome design: Architect will provide performance based specifications for salt dome structure.

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None.

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.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 36 (thirty-six) visits to the site by the Architect during construction assuming a construction duration of 18 months.

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

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§ 4.2.5 If the services covered by this Agreement have not been completed within 24 (twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, including consequential damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, including consequential damages, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

~~§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

...

[X] Litigation in a court of competent jurisdiction

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~~§ 8.3 Arbitration~~

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

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

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

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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

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

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

...

None

...

None

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$1,362,400.00 (One million three-hundred sixty-two thousand four hundred dollars) based on the Cost of Work noted (excluding the site improvements) as noted in **§1.1.3.**
Note: This Stipulated Sum includes a $17,600.00 credit for limited Schematic Design Phase services previously completed under separate contract.

...

§ 4.1.1.2 Programming:	Completed under separate contract.
§ 4.1.1.6 Site evaluation and planning:	Completed under separate contract.
§ 4.1.1.11Architectural Interior Design	$17,400.00**
§ 4.1.1.21 Architects coordination of the Owner's consultants	$24,450.00**
§ 4.1.1.22 Telecommunications/data design	$21,750.00**
§ 4.1.1.23 Security evaluation and planning:	$14,790.00**
§ 4.1.1.24 Commissioning (TBD)	$25,000.00 (Allowance)
§ 4.1.1.27 Furniture, furnishings, and equipment design	$13,050.00**
§ 4.1.1.31 Fuel Station design (Integrity Environmental Services, Inc.)	$25,730.00**
§ 4.1.1.32 Storage Bin Design	$15,750.00**
§ 4.1.1.33 Salt Dome Design (delegated design)	$9,750.00**

** Denotes will be billed in proportion to Basic Services Phases noted in **§ 11.5.**

...

At Architect's hourly billing rates as set forth in § 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:

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Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-eight	percent (	28	%)

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Construction Documents Phase	Thirty-six	percent (	36	%)
Procurement Phase	One		1	%
Construction Phase	Twenty	percent (	20	%)

...

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

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~~.1 Transportation and authorized out-of-town travel and subsistence;~~
~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~

...

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.0 %) of the expenses incurred. Estimated to be $4,500.00 (excludes Owner's consultants).

...

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User Notes:

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

~~%~~ invoice but in the event no later than as required by statue for governmental entities.

...

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

Michael T. Kluber, President

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I, Jeffrey M. Bruns, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:22:40 ET on 01/12/2024 under Order No. 4104245145 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

/s/ Jeffrey M. Bruns
(Signed)

Project Manager
(Title)

01/12/2024
(Dated)

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Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2021-21

Agenda Item Summary Memo

Title: Public Works RFQ – Space Needs Analysis, Vendor Qualifications

Meeting and Date: City Council – April 27, 2021

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: April 21, 2021
Subject: Public Works facility RFQ recommendation

Summary

Approval of a ranked list of qualified firms to complete the Public Works facility RFQ and consideration to add three new firms to the list of qualified firms to provide architectural services with the City.

Background

This item was last discussed by the City Council on February 9th when the City Council was discussing the status of the Prairie Pointe space needs analysis and cost estimates. At that meeting, Mayor Purcell announced that the staff would be releasing the Public Works Space Needs RFQ that had been previously planned to be completed in Spring 2020. Since that meeting, the RFQ was posted, 10 firms responded, and the staff has analyzed and ranked the proposals for City Council endorsement of the ranked list. Of note, staff has not conducted in-depth interviews with the firms given the near unanimous ranking of Kluber as #1 and based on the Mayor's direct experience with Kluber.

The following list is the top 4 firms based on qualifications, according to the staff review team of Public Works Director Eric Dhuse, Facilities Manager Steve Raasch, City Administrator Bart Olson, and Mayor Purcell.

1) Kluber
    a. Kluber appears to have the widest experience in the field of new and renovated Public Works facilities. They identified a number of ways to reduce building costs within the RFQ. Additionally, Mayor Purcell has worked with them on projects with Kendall County and spoke highly of their work. Three of the four staff members who reviewed the proposals had Kluber as their number one firm. We would recommend approaching Kluber for a written proposal for the space needs analysis. Pending successful negotiation of scope and cost, the study would either be authorized by the staff (less than $25,000) or brought to City Council (greater than $25,000).

2) Williams
    a. Williams has consistently scored highly on other architectural submittals with the City, and their approach here resulted in a similar outcome. Two members of the team had Williams as the second choice overall. They are a smaller firm but they identify ways to fund projects within their normal course of a study. Williams has already been pre-qualified for architectural work with the City, by virtue of the municipal facilities master plan RFQ and pre-qualification resolution from 2020. If negotiations fell through with Kluber, we would move to negotiate with Williams.

3) Wold
    a. Wold is based out of Palatine, and is partnering with Kueny, which is a construction focused architectural firm out of Wisconsin. One member of the team had Wold as their first choice overall. Both Wold and Kueny have vast experience in construction and maintenance buildings, and both are firms are large. We would negotiate with Wold if Kluber or Williams negotiations fell through, but we ask that Wold be pre-qualified to work with the City in the future.

4) Tria
    a. Tria is a medium sized firm based in Burr Ridge. Three members of the review team had Tria in their top 4 firms. Tria's staff appeared to be well rounded in experience, and the most diverse team in the group. We would negotiate with Tria if the other three firms negotiations fail, but we ask that Tria be pre-qualified to work with the City in the future.

Recommendation

Staff recommends the City Council endorse the ranking of architectural firms for the Public Works RFQ as Kluber, Williams, Wold, and Tria, in order. Once the list is authorized, staff will negotiate with Kluber for a written scope and cost. As a secondary recommendation, staff proposes to add Kluber, Wold, and Tria to our list of qualified firms to provide architectural services. Of note, none of the firms have been asked to present their proposals to the City Council at this time, because we are still in the negotiation phase of the contract. If the contract ends up being greater than $25,000, we would ask the preferred firm to present to City Council at time of contract consideration.

Resolution No. 2021-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, PROVIDING FOR THE SELECTION OF QUALIFIED FIRMS TO PROVIDE ARCHITECTURAL SERVICES FOR PUBLICS WORKS SPACE NEEDS

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a duly organized and validly existing non home-rule municipality and political subdivision of the State of Illinois created in accordance with the Constitution of the State of Illinois and the laws of the State; and,

WHEREAS, the Local Government Professional Services Selection Act (50 ILCS 510/0.01 *et seq*.) (the "*Act*") requires a political subdivision to advertise for submissions of qualifications from firms in the procurement of architectural, engineering and land surveying services unless the political subdivision has a satisfactory relationship for such services with one or more firms; and,

WHEREAS, the Act further mandates that, on the basis of evaluations, discussions, presentations and the ability to provide the required services, the political subdivision shall select those firms to be the most qualified; and,

WHEREAS, pursuant to the Act, the City advertised a Request for Qualifications for architectural services to provide a public works space needs study and received responses which were evaluated and thereafter interviewed the firms; and,

WHEREAS, the City is prepared to select these firms as the most qualified for the future architectural services needed by the City to perform a public works space needs study as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. After a thorough review and evaluation by the City Administration of the submissions in response to the Request for Qualifications for services to provide a public works space needs study, the City Administration made the following recommendations that the following firms were found to be experienced and qualified to provide such services:

a. Kluber Architects & Engineers, Batavia, Illinois

b. Williams Architects of Itasca, Illinois

c. Wold Architects and Engineers, Palatine, Illinois

d. Tria Architects, Inc., Burr Ridge, Illinois

Section 2. The City Council hereby accepts the recommendations of the City Administration and directs the City Administration to contact the firms to determine the cost and availability of any one of these firms to provide the services when and as needed.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2021.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2021.

_____

MAYOR

Attest:

_____

CITY CLERK

Kluber
Architects + Engineers

City of Yorkville, Illinois

March 12, 2021

Public Works and Maintenance Site Analysis

Submitted To:

Attn: Carri Parker, Purchasing Manager
City of Yorkville
800 Game Farm Rd.
Yorkville, IL 6050

Submitted By:

Kluber Architects + Engineers
Batavia, IL 60510
Phone: 630.406.1213
Fax: 630.406.9472
Email: mkluber@kluberinc.com

Table of Contents

1 Letter of Interest

2 Firm Overview

3 Firm Experience

4 Project Team

5 Project Approach

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7 Project Experience

8 References

Kluber Architects + Engineers

Attn: Carri Parker, Purchasing Manager
City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

March 12, 2021

Re: Request for Qualifications – Professional Architectural Services for New Building at Public Works Facility

Dear Ms. Parker,

Kluber Architects + Engineers is thrilled to present our qualifications for the City of Yorkville's Public Works Analysis project.

Our firm has been designing and engineering Public Works facilities across Northern Illinois for over 30 years. As you'll see in this proposal, **Kluber Architects + Engineers has an extensive history of award-winning public works projects**, including several APWA Project of the Year accolades. From master planning to small and large-sized renovations, our successful track record is a direct representation of the level of expertise our firm holds for designing and completing preliminary planning services for public works facilities.

Kluber understands the complexities of government projects and how critical it is to do so in an affordable and efficient manner. Our unique approach is one that fosters communication, efficient project management, and quality design.

There are many architecture and engineering firms out there, but the benefit of selecting our firm is our in-house people, knowledge, results, and approach. The knowledge we hold for public works facilities and their individual components is incomparable. The Kluber Architects + Engineers experience embraces a hands-on client approach, in-depth knowledge of construction methods, and an extensive history of accurate cost estimating that saves you money in the long run.

We are confident that our skills, expertise, and team are an excellent fit for the City of Yorkville. We will provide the support your leaders require to make the best decisions possible for the City and the community you serve. With that said, don't just take our word for it. We encourage you to reach out to our references listed on page 28 to inquire about our process and budgeting accuracy.

Warm Regards,

Michael T. Kluber
President

Batavia Office
10 South Shumway Avenue
Batavia, Illinois 60510
630.406.1213

Chicago Office
222 S. Riverside Street Plaza, Suite 1500
Chicago, Illinois 60606
312.667.5670

Bloomington Office
2401 E. Washington Street, Suite 200-B2
Bloomington, Illinois 61704
309.430.6460

Firm Information

Kluber is an integrated values-driven architectural and engineering firm with in-house architects, structural, electrical and mechanical engineers. We believe that effective collaboration and communication will lead to successful outcomes. Our team of design professionals are deeply committed to serving as leaders in their individual fields and consistently exceeding the needs and expectations of our clients with innovative, sustainable and award-winning projects. Our team builds relationships through the trust of each client by serving as a reference and guide throughout the entire life of their project and buildings.

Kluber has experience working in the local, state, and federal levels of Government. This experience translates into our ability to work within the municipal environments and everyday challenges they face. Additionally, we bring expert knowledge of local codes, processes, and community regulations that are critical to any successful project.

Our architects and engineers are thought leaders and energy experts who educate, present, and publish on the topics of energy efficiency and sustainable best practices. Our sustainability knowledge guides our clients in making better choices moving into the future. Kluber staff members are LEED® Accredited Professionals and **we have a Certified Energy Manager on staff to help our clients navigate current energy incentives and rebates.**

THE KLUBER PROMISE

We will execute every project with the highest level of attention.

Our accurate, reliable, and detailed design solutions will meet your needs, minimize change orders, and result in projects that are both on-time and on-budget.

We will earn your trust.

Kluber will be your partners and advocates. Not to mention, our commitment doesn't end when the project is finished. We'll be here to guide you through maintenance, improvements, and renovations.

We will help you balance short-term project costs with long-term costs.

Our firm be here to help you understand and evaluate design choices that impact the lifetime costs of your buildings.

Illinois Corporation

Licensed Professional Design Firm;
Illinois & Iowa

Year Founded
1988

President/Contact
Michael T. Kluber
mkluber@kluberinc.com
630.406.1213 Office
630.406.9472 Fax

Batavia Office
10 South Shumway Avenue
Batavia, Illinois 60510
Phone: 630.406.1213

Chicago Office
222 S. River St. Plaza, Suite 1500
Chicago, Illinois 60606
Phone: 312.667.5670

Bloomington Office
2401 E. Washington St., Suite 200-B2
Bloomington, Illinois 61704
Phone: 309.430.6460

Core In-House Services
Architecture
Electrical Engineering
Fire Protection
Mechanical Engineering
Plumbing Engineering
Structural Engineering
Technology Infrastructure
Construction Services
Master Planning
Deferred Maintenance Planning
New Construction
Facility Additions and Renovations
Infrastructure Systems Retrofits

Professional Services

Services Key:
- Basic Services Provided by Kluber Architects + Engineers
- Available Services Provided by Kluber Architects + Engineers
- Relevant Architecture/Engineering Services Not Provided by Kluber

Architectural Services
- Architectural Design
- Architectural Programming
- Masonry Consulting
- Roof Consulting
- ADA Reviews
- Site Selection Assistance
- Municipal Plan Review
- Municipal Architectural Review
- Expert Witness and Forensics
- Cost Estimation

Sustainability
- Energy Analysis & Modeling
- Energy Grant Applications
- LEED Certification/Registration
- Energy Star Compliance

Owner Services
- High Performance Facilities Improvement Plans
- Facilities Maintenance Plans
- Capital Improvement Plans
- Master Planning
- Peer Drawing Review
- Property Condition Assessments
- Owner Representative Services
- Decennial Life Safety Surveys for K-12
- Facility Needs Assessments
- Municipal Plan Reviews
- Plan Commission/Zoning Reviews
- Rebates and Grant Writing

Structural Engineering Services
- Structural Design
- Load Capacity Investigations
- Value Engineering
- Peer Review
- Failure Analysis

Mechanical Engineering Services
- HVAC System Design
- Plumbing System Design
- Fire Suppression System Design
- Central Plant Design and Documentation
- Geothermal Heating and Cooling Systems
- Geothermal HPS Remediation
- Variable Refrigerant Primary
- Medical Gas Piping
- Energy Modeling
- Coordination Studies

Electrical Engineering Services
- Lighting Design
- Power Distribution Design
- Fire Alarm
- Code Conformance Consulting
- Technical Infrastructure Design
- Lighting Retrofits
- Energy Analysis
- Deep Energy Retro-fits
- Arc Flash Calculations
- Low Voltage Design
- Emergency and Stand-By Electrical Services
- Cogeneration
- Renewable Energy
- Electrical Commissioning
- Coordination Studies

Consultant Services
- Civil Engineering
- Storm Water Management
- Landscape Design
- Environmental Studies

Professional Affiliations

American Public Works Association (APWA)

American Institute of Architects (AIA)

National Council of Architectural Registration Boards (NCARB)

International Code Council (ICC)

United States Green Building Council (USGBC)

Illinois Association of School Board Officials (IASBO)

National Fire Protection Agency (NFPA)

National Society of Professional Engineers

American Society of Heating, Refrigerating & Air Conditioning Engineers (ASHRAE)

American Society of Plumbing Engineers (ASPE)

Association of Energy Engineers (AEE)

Certified Energy Managers (CEM)

Illuminating Engineering Society (IES)

Illinois City/County Management Association (ILCMA)

Municipal Sector Project List

Discipline Key:
Architectural | Mechanical | Electrical | Structural | Specialty

City of Aurora

- Police Headquarters Roof Replacement
- City Hall HVAC Systems Upgrade
- Central Garage Reroofing
- City Hall 5th Floor Remodeling
- Downer Place Remodeling
- City Hall Alternative Source Electrical Systems Upgrade
- Hogan Building Renovation
- City Hall Generator
- Fire Station No. 1 Optional Standby Power
- Fire Station No. 8 Improvements
- Fire Station Electrical Improvements
- Mayor's Office HVAC Upgrades
- 911 Center Cooling
- LaSalle Street Conceptual Design
- Police Station Water Infiltration Study
- Police Department UPS Assessment Study
- Elmslie Building Façade
- Fire Station #3 Emergency Generator
- MIS Renovation
- Central Garage – Space Feasibility Study

City of Batavia

- HVAC Replacement
- Roof Reinforcing

City of Lockport

- Public Works Facility

City of Naperville

- Household Hazardous Waste Facility

City of Park City

- City Hall Remodeling
- City Hall Community Building

City of St. Charles

- Cable Storage Building

City of Wood Dale

- Commuter Train Depot Rehabilitation
- Public Works Facility Feasibility Study
- Commuter Train Depot Revised Plans

City of Zion

- Historic Dome Renovation
- City Hall Roof
- City Hall Repairs
- HVAC Test
- Zion Theater Building
- Zion Township Offices Remodeling
- Zion Public Works Building
- Handicapped Bathrooms
- Cookie Factory Inspection
- Post and Beam Building Review
- Building Review
- Candy Factory Structural Review

Village of Bartlett

- Bartlett Hills Clubhouse Owner's Representative
- Bartlett Hills Golf Club HVAC Unit Replacement

Village of Fox River Grove

- Public Works & Salt Dome Facility

Village of Gilberts

- Police Station and Village Hall Space Needs Analysis

Village of Grayslake

- Heritage Center Annex
- Village Hall HVAC Work
- Parker Property Development Site Plan
- Fairgrounds Demolition
- Arbors and Fencing
- Park Design
- Museum Storage Building
- LEED Costs Study
- Grayslake Downtown Arbors
- Lake Street Train Station Warming Shelter and Kiosk
- Lake Street Train Station Platform Exhibit Renderings
- 2013 Grayslake Estimating
- Village Hall Exit Routes
- Grayslake Pool ADA Requirements
- Heritage Center Double Doors
- New Village Hall
- New Police Station Addition

Kluber Architects + Engineers

Discipline Key:
Architectural · Mechanical · Electrical · Structural · Specialty

Grayslake Continued

- Clock Tower Repairs
- Washington Street Parker Property
- Village Hall Parking Landscape Review
- Fairground Consulting Services
- Lakefront Lodge Inspection Audits
- Lakefront Lodge Special Use Inspec. & Review
- Downtown Design Development
- Reservoir Standby Power Generator
- Village Ordinance Review
- Public Works Siding and Demolition
- Veterans Memorial Modifications
- Grayslake Fire Station
- Public Works Building Facade Refinishing
- Aquatic Center Remodeling
- Police Station
- Pool and Civic Center
- Public Works Garage
- Senior Housing
- Village Center Archway
- Washington Village Townhome Review
- Police Station Lower Level Remodeling
- Village Hall Office Space Remodeling
- Grayslake Golf Course Clubhouse
- Heritage Center Basement Flood Damage
- Seymour Park Arbor & Fencing
- Lake Street Metra Station Heating Issues

Village of Gurnee

- Public Works Fuel Island Canopy Review
- Police Department Water Prob. Remediation
- Fallen Soldier Memorial
- Police and Post Office Feasibility Study
- New Police Station
- Dairy Building Feasibility Study
- Fire Station No. 1 Women's Locker Room
- Gurnee Mills Inspection

Village of Hampshire

- Public Works Facility Programming
- Public Works Facility Study

Village of Lombard

- Utilities Building Expansion
- Fleet Services Facility

Village of Homewood

- Village Hall Renovation Study
- Village Hall Renovation

Village of Lake Villa

- Architectural Standards Development

Village of Lake Zurich

- Public Works Mezzanine Office
- North Building Demolition and Repair
- Old Rand Road Existing Condition Plans
- Space Analysis
- Planned Unit Development Standards

Village of Lindenhurst

- Storage Bin Removal
- Village Hall Renovation Study
- Village Hall Renovation
- Police Station Renovation

Village of Mundelein

- Development Standards

Village of North Aurora

- Well Pump Electrical Distribution Analysis
- Electrical Engineering Analysis
- Activity Center Structural Roof Issues
- Activity Center Building Demolition
- Police Department HVAC controls

Village of Oak Brook

- Village Hall Engineering Study and Report
- Y2K Temporary Electrical Services
- Electrical Study Butler Government Center
- Fire Station No. 2 HVAC System Upgrades
- Heritage Center HVAC Renovation
- Emergency Generator
- HVAC Gas Test Study
- Municipal Complex Gas Heat Transition
- Police Station Expansion Electrical Eng. Services
- Butler Government Center and Fire Station #3 Restroom Renovations
- Butler Government Center Fires Station Humidifier
- Butler Government Center Lower Lev. Public Restroom Renovations

Kluber Architects + Engineers

Discipline Key:
Architectural · Mechanical · Electrical · Structural · Specialty

Village of Oswego
- Public Works Maintenance and Storage
- Ogden Fall Street Lighting Compliance

Village of Pingree Grove
- Combined Village Hall & Public Works Facility

Village of Roscoe
- Space Needs Analysis
- New Police Station

Village of South Elgin
- Public Works, Salt Dome & Material Storage Facility
- Facility Assessment & Deferred Maintenance
- Village Hall and Police Department Renovations

Village of Volo
- Demolition Project
- Village Hall Water Treatment Vault
- Village Hall Lower-Level Build-Out
- Village Hall Basement
- Village Hall Communication, Data and Voice
- New Village Hall Facility
- Architectural Standards Development
- Public Works Facility
- Public Works Garage Flooring

Village of Wadsworth
- Village Hall Ceiling Replacement

Village of Winthrop Harbor
- Public Works Facility Expansion

West Deerfield Township
- New Township Office

Village of Winnetka
- Fire Department Dormitory Renovations

Village of Wheeling
- Public Works Facility

Village of Johnsburg
- Village of Johnsburg Village Hall and Police Station

Warren Township Center
- Storage Building
- Warren Township Complex Base Map
- Carpet Replacement
- Greenleaf Center Reroofing
- Truck Storage Building Reroofing
- Greenleaf Center Office Remodeling
- Teen Center
- High School Baseball Field Improvements
- Archival Storage Deck
- Storage Garage Concrete Replacement
- Highway Department - Break and Locker Room Remodeling
- Blending Pump Building
- Parks Department Expansion
- Existing Site Improvements
- Site Electric Consulting
- Field Lighting
- Parks Department Maintenance Garage
- Vehicle Storage Addition
- Salt Storage Reroof
- Amphitheatre Foundation and Skate Park
- Teen Center Remodeling and Observation Deck
- Playground
- Salt Storage Facility
- Maintenance Building
- Salt Dome
- Site Lighting
- Warren Township Center Addition Study
- Warren Township Center Reroof
- Warren Township Senior Citizen's Center Addition and Renovation
- Assessors Office Window Replacements
- Lighting Retrofits

Village of Campton Hills
- Village Hall and Police Station

Space Needs Assessments Performed

Village of Hampshire
Public Works Facility Programming

Village of Wood Dale
Public Works Facility Feasibility Study

City of Aurora
Public Works Feasibility Study

Village of South Elgin
Public Works Feasibility Study

Village of Fox River Grove
Public Works Space Needs Assessment

Village of Pingree Grove
Village Hall and Public Works Space Needs Assessment

Warren Township
Highway Department Feasibility Study
Senior Center Space Needs Analysis

City of Waukegan
Public Works Fueling Station Feasibility Study

Village of Lincolnshire
Public Works Facility Assessment

Village of Volo
Public Works Space Needs Assessment

Village of Wheeling
Public Works Facility Space Needs Assessment

City of Lockport
Public Works Facility Assessment

Holmstad Senior Living Center
Space Needs Assessment

Lake County
Belvidere Medical Building Entrance and Intake Area Programming
Sheriff's Office Space Programming and Conceptual Design

Old World Mill Works
Feasibility Study/Expansion

Oakton Community College
Lift Station Generator Feasibility Study

Forest Preserve of Kane County
Fabyan Garage, Apartment & Work Building EC Building Survey and Report
Facility Condition Survey #1
Facility Condition Survey #2
Facility Condition Survey #3

Nelson Glass Company
Structural Damage Assessment

Joliet Junior College
HVAC Assessment

Serenity House
Facility Assessment

The Village of South Elgin
Facility Assessment & Deferred Maintenance

Marklund at Mill Creek
Facility Assessment

TriCity Family Services
Space Needs/Programming Analysis

Will County Health Department
Space Needs/Programming Analysis

Central Lake County Joint action Water Agency
Transmission System Department Space Needs Analysis

Elgin Community College
Fountain Square Feasibility Study
Industrial Training Center Programming

Fox Valley Park District
Maintenance Facility Feasibility Study

Boy Scouts of America
Aurora Facility Program

Elgin Mental Health Center
Goldman Building Fire Survey

Messenger Public Library
Facilities Operations Maintenance Plan
Facilities Operations Maintenance Plan Update

McHenry County
Cardinal Bank Existing Conditions Survey

Waukegan Public School District 60
Facilities Operations Maintenance Plan

Northbrook Elementary School District 28
Decennial Survey

School District 308
10-Year Life Safety Survey

Ameresco
Donovan High School Building Conditions Survey

City of Sycamore
Fire Station #1 K4 Deferred Maintenance Plan

Village of Roscoe
Police Station Existing Conditions Survey

Carol Stream Park District
Elk Trail Facility Assessment and Deferred Maintenance Plan

Antioch Township
Senior/Lifestyle Center Space Needs Analysis

Village of Roscoe
Police Department Space Needs Analysis

Rust-Oleum
Corporate Office Facility Survey
Meeting Center Facility Survey

University Center of Lake County
Capital Reserve Plan

Lake County Health Department
Facilities Operations Maintenance Plan #1
Facilities Operations Maintenance Plan #2
Facilities Operations Maintenance Plan Update

Village of Lindenhurst
Village Hall Space Needs Analysis

Village of Johnsburg
Space Needs Analysis for David Dominguez Municipal Center

T. Delling Construction
Space Needs/Program Analysis

City of Aurora
Elmslie Building Space Feasibility Study
PD UPS Assessment and Study

City of Batavia
Westside Fire Station Space Needs Analysis
Eastside Fire Station Space Needs Analysis

Village of Blue Island
Blue Island Library Space Needs Analysis

Village of Gilberts
Police Department Space Needs Analysis

APWA Project of the Year – Structures Less than 5 Million - 2017
Fox River Grove Public Works Facility

APWA Project of the Year – Fox Valley Branch | Chapter Award – 2016
South Elgin Public Works Facility & Salt Dome

APWA Project of the Year – Less Than $5 Million- Structures - 2015
DuPage County Public Works Vactor Receiving Station

Fox River Grove Public Works

Best Firms to Work For – 2016, 2015, 2014 and 2007
ZweigWhite

Outstanding Design for the ECC Health and Life Sciences Building – 2014
American School & University Magazine

Architectural and Interior Design Showcase for the ECC Health and Life Sciences Building – 2014
Learning By Design Magazine

South Elgin Public Works

Annual Awards for Business Excellence – Architecture and Construction – 2014
The Daily Herald Business Ledger

Project of the Year Award for the ECC Health and Life Sciences Building – 2013
Construction Industry Service Corporation

Ole Award for New Construction for the Kluber Architects + Engineers Office – 2011
Batavia Chamber of Commerce

Notable Career, Station Style Design Award for Zion Fire Department Station – 2009
Fire Chief Magazine

Notable Career, Station Style Design Award for Batavia Eastside Fire Department – 2008
Fire Chief Magazine

Annual Awards for Business Excellence – Small Company – 2007
The Daily Herald Business Ledger

Batavia Fire Station

Crow Island School Citation for the Commons Area at Oswego East High School – 2005
American School & University Magazine

Outstanding Design – High School for Oswego East High School – 2005
American School & University Magazine

Gold Award for Oswego East High School – 2005 Illinois Indiana Masonry Council

Excellence in Engineering for Oswego East High School – 2005
American Society of Heating, Refrigerating and Air Conditioning Engineers

Outstanding Buildings – Middle School for Traughber Junior High School – 2002
American School & University Magazine

Engineering Firm of the Year – 2000
PM Engineer Magazine

Project Team Organization

Chris Hansen will lead the team as Project Manager and will serve as your primary contacts. He will be responsible for effectively communicating and interpreting your ideas and concerns to the rest of the project team. Chris will oversee all aspects of the planning, design, and construction process, from developing and reviewing building plans to making sure a project meets environmental and zoning standards. Chris will be responsible for accomplishing the goals and objectives of your project. In the end, **he is here to support your mission and help make your job easier**.

Project Manager
Chris Hansen
AIA, NCARB

Architecture & Design

Design Architect
Mike Elliott
AIA, LEED AP

Technical Architect
Clayton Haldeman
AIA, REFP, LEED AP

Technology Designer
Joel Murphy
CPTED

Engineering

Electrical Engineering
Mike Kluber
Electrical Engineer
PE, LEED AP, CEM

Mechanical Engineering
Don Ware
PE, LEED AP, CPD

Structural Engineering
Jeff Bruns
SE, SECB, LEED AP

Kluber Architects + Engineers

Christopher Hansen, AIA, NCARB

Architect | Project Manager

Mr. Hansen is an instrumental member of the Kluber Architects + Engineers leadership team and is the practice leader in the Government Sector. He is a hard working, honest, dedicated and forward-thinking building design professional. Through his experiences, he has the unique ability to listen and transform your thoughts into the design of your facility.

His broad range of experience includes municipal, county, state, and federal government projects. He also has extensive experience working with governing boards, community groups and facility users during the design process.

Licensure and Certifications

Licensed Architect – Multiple States
Licensed Interior Designer – Illinois

Professional Memberships

American Institute of Architects
American Library Association
Society of College and University Planners
National Council of Architectural Registration Boards

Service

Batavia Park District Referendum Committee
Boy Scouts of America, Chairman
Scout Parent Coordinator, Cub Master
Iowa State University
Design College Architectural Industry Liaison for Students

Education

Iowa State University
Bachelor of Architecture

Selected Relevant Experience

Village of South Elgin, Illinois
Public Works Facility
Village Hall & Police Dept. Renovations

Village of Fox River Grove, IL
Public Works Facility

Village of Lake Zurich, Illinois
Public Works Mezzanine Office

Village of Volo, Illinois
Public Works Facility

Lake County, Illinois
Public Works Interior Renovations
North Branch Traffic Court Facility
East Branch Court Facility

City of Aurora, Illinois
Consolidated Public Works Facility

City of Waukegan, Illinois
Public Works Fueling Station

Village of Pingree Grove, IL
Village Hall and Public Works Facility

McHenry County, Illinois
Facility Master Plan
Public Safety Center
Treasurer's Office Remodeling

Village of Lincolnshire, Illinois
Public Works Facility Assessment

City of Lockport, IL
New Public Works Facility

Village of Homewood, IL
Village Hall Renovation Phase 1 Study
Village Hall Renovation Phase 2 Implementation

Village of Roscoe, Roscoe, IL
Space Needs Assessment
Village Hall/ Police Department Expansion

City of Batavia, Illinois
Eastside Fire Station
Westside Fire Station

Mike Elliott, AIA, REFP, LEED AP

Senior Design Architect

Mr. Elliott leads the architectural design efforts at Kluber and has a wide-ranging portfolio of project experience extending from new construction to renovation/additions. One of his greatest strengths is collaborating with multi-faceted clients to establish their vision and identify the needs of the project.

Licensure and Certifications

Licensed Architect – Multiple States
LEED Accredited Professional

Professional Memberships

American Institute of Architects
Illinois Association of School Business Officials
Illinois Association of School Administrators

Selected Relevant Experience

Village of Fox River Grove, IL
New Public Works Facility

Village of South Elgin, South Elgin, IL
New Public Works Facility

Clayton Haldeman, AIA, REFP, LEED AP

Technical Architect

Mr. Haldeman's years of experience in the industry is evident with his aptitude for solving complex building detail solutions at the building envelope. He leads the firm's efforts in building life safety concerns, building codes, and accessibility compliance. His attention to detail is apparent with each specification and construction drawing he creates.

Licensure and Certifications

Licensed Architect – Illinois
LEED Accredited Professional

Professional Memberships

American Institute of Architects

Selected Relevant Experience

Village of South Elgin, Illinois
Public Works Facility
Village Hall & Police Dept. Renovations

Village of Fox River Grove, IL
Public Works Facility

City of Lockport, Illinois
Public Works Facility

Michael Kluber, PE, CEM, LEED AP

Electrical Engineer

Michael has been providing Electrical Engineering services to municipalities since founding Kluber, Inc. in 1988. His deep understanding of the complexities of architecture and design through working in the field provides a blend of the technical with the practical. His certifications include LEED AP and Certified Energy Manager, which enables him to leverage sustainability on each Kluber project.

Licensure and Certifications

Professional Engineer – Multiple States
Certified Energy Manger
LEED Accredited Professional

Special Training

Solar PV Design and Installation
GE Low-Voltage Protector and Application
Power System Relaying Theory/Applications
Cogeneration Technology

Selected Relevant Experience

City of Lockport, Illinois
Public Works Facility

Village of South Elgin, Illinois
Public Works Facility
Village Hall & Police Dept. Renovations

Jeffrey Bruns, SE, LEED AP

Structural Engineer

Mr. Bruns has a distinct understanding of built structures that enables him to develop and incorporate his designs with the architects and engineers at Kluber. Mr. Bruns has worked with multiple municipalities on a wide range of project types from structural design to failure analysis of the building.

Licensure and Certifications

Structural Engineer - Multiple States
Structural Engineering Certification Board
LEED Accredited Professional

Professional Memberships

American Society of Civil Engineers
Structural Engineers Association of Illinois
American Institute of Steel Construction
American Concrete Institute

Selected Relevant Experience

City of Lockport, Illinois
Public Works Facility

Village of Oswego, Illinois
Public Works Facility

Joel Murphy

Safety and Security Designer | Technology Designer

Joel has over 30 years leading numerous facility management operations, construction and renovation projects, and security systems upgrades for large educational institutions. His experience includes directing the planning and construction of over $250 million in new facilities, renovations to existing facilities, and installation of video surveillance and access control systems.

Professional Memberships

Illinois Association of School Business Officials
Audiovisual and Integrated Experience Association

Special Training

Crime Prevention Through Environmental Design (CPTED)
Extron Certified AV Associate
ASSA ABLOY Academy – Access Control
Honeywell CCTV

Selected Relevant Experience

City of Bloomington, IL
Grossinger Motor Arena LED Upgrades

Oswego Community Unit School District
Elementary School Additions and Renovations
Construction of New Elementary Schools (10 New Schools)

Donald Ware, Jr., PE, CPD, LEED AP

Mechanical, Plumbing, Fire Protection Engineer

In his role as Vice President and Director of Mechanical Engineering, Mr. Ware has retrofitted, evaluated, and designed mechanical systems for hundreds of public, industrial, and commercial buildings. He has consistently developed innovative designs that were constructed on time and on budget. His reputation is well known and respected among the engineers and contractors in Illinois.

Licensure and Certifications

Professional Engineer – Multiple States
Certified Plumbing Designer
LEED Accredited Professional

Professional Memberships

American Society of Plumbing Engineers
American Society of Heating, Refrigerating and Air-Conditioning Engineers

Selected Relevant Experience

City of Lockport, Illinois
Public Works Facility

Village of Oswego, Illinois
Public Works Facility

Village of South Elgin
Village Hall and Police Station
Facility Condition Assessment

Our Approach

Our focus throughout your project is to lead the decision-making process in order to build the necessary consensus and buy-in of all stakeholders. This assures that the final design solution reflects your community's wants and needs as well as the functional requirements, aesthetics, and budget constraints that form the framework for your projects.

Communication

When planning and designing a project, there are endless amounts of information created, collected, and dispersed. Project success is a result of trust, managed communication for the design team, owner, owner's representative and construction team members.

To streamline our design team communication/collaboration process, our Project Manager will utilize web-based communication tools to manage agendas, assign and keep track of tasks, and document our design and engineering decisions made by the parties involved.

The use of the Teamwork Projects tool allows team communication and supporting design documentation to be accessed by assigned team members from any computer or smart phone with internet access. Having milestones, events, and design documents readily available from the web allows for streamlined project management and timely decisions to be made.

Collaboration

The best design solutions are achieved through a collaborative process where ideas and concepts are shared across the entire project team of owners, stakeholders, subject matter experts, construction managers, and designers. Active listening, keeping an open mind, and collaboration are key elements to delivering a successful and meaningful project. Kluber embraces collaboration through each step of a project to enhance communication, problem-solving, and facilitate creativity.

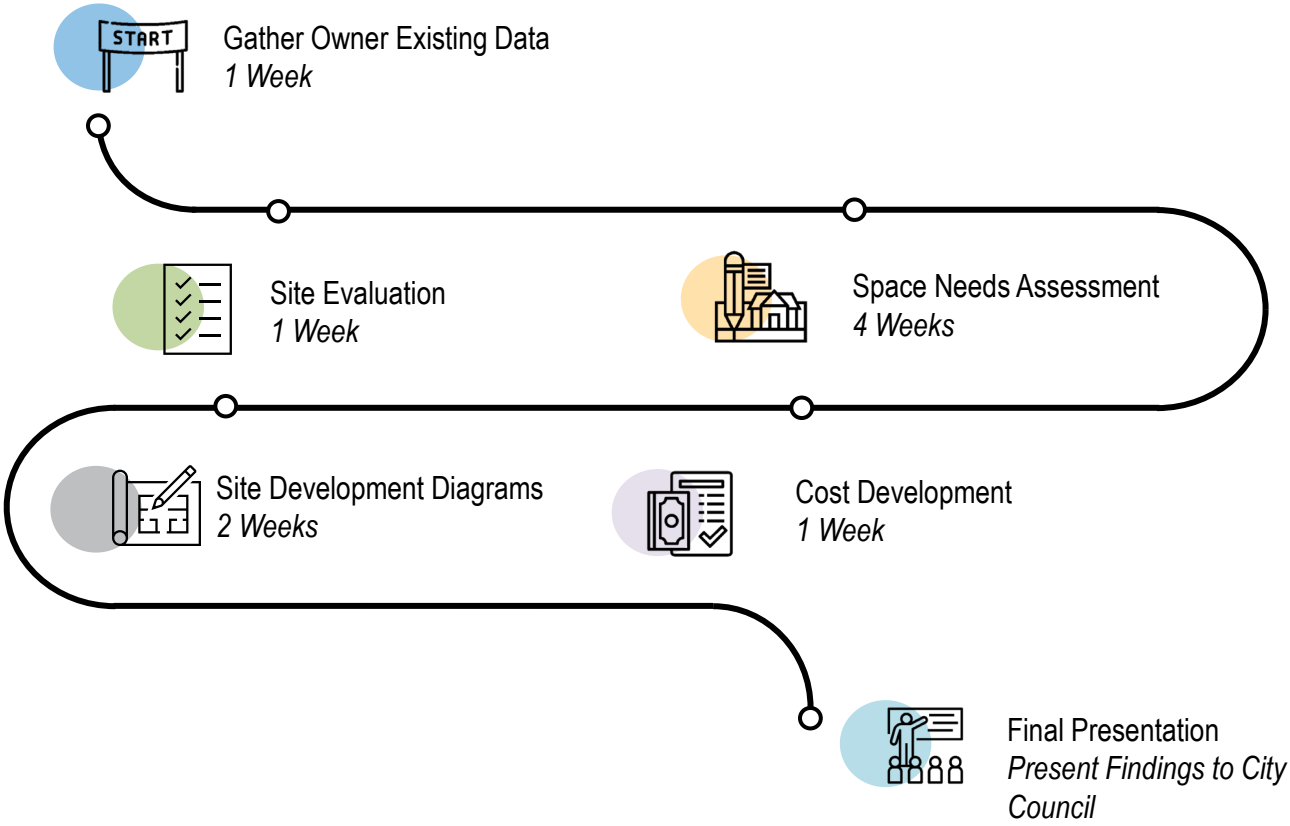
Phases of our Work

Though each project has its own unique requirements, our work generally follows a phased process that starts with concept creation and transitions to fine detail. All project goals and objectives will be developed by the Village, and Kluber will work with them to ensure each phase of the work is completed satisfactorily.

Provide an example of the firm's Standard Terms and Conditions for Professional Services.

Kluber Architects + Engineers will utilize the AIA B105-2017 Short Form Owner/Architect Agreement for this project.

Proposed Project Schedule



Total Duration: Approximately 9 weeks* pending Owner meeting availability.

*Due to our firm's level of expertise, experience with similar analyses, and familiarity with the City's goals, Kluber Architects + Engineers anticipates this schedule may be accelerated more quickly than the timeframe shown above. The information above illustrates the schedule our firm typically follows on similar projects.

THE VILLAGE OF SOUTH ELGIN

Owner
Village of South Elgin

Type
New Construction

Services
Architectural
Mechanical
Interior Design
Structured Cabling
Electrical
Plumbing
Structural

Size
52,000 Square Feet

Completion
September 2016

Reference
Steve Super
Village Administrator
Village of South Elgin
847-742-5780

New Public Works and Salt Dome Facility
APWA Project of the Year
Fox Valley Branch | Chapter Award - 2016

South Elgin, Illinois

The Village of South Elgin hired the team of Kluber Architects + Engineers for design of a new 52,00 square foot public works facility. **The project initially began with preliminary planning and progressed into a brand-new public works facility.**

This new facility includes drive through apparatus bays/parking for maintenance vehicles, three vehicle maintenance bays, apparatus support spaces, apparatus storage rooms and a vehicle wash bay.

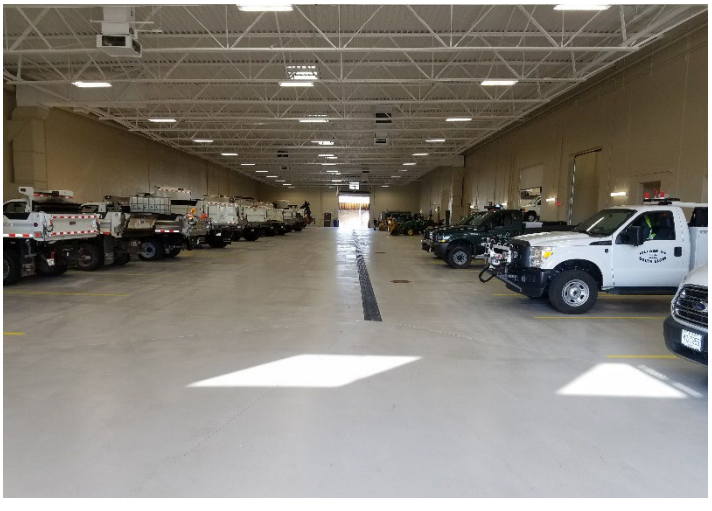
Within the administrative area, the facility includes a 50-person public meeting room, a staff lunchroom/multi-purpose room, administrative offices and support spaces, a locker room facility and conference room. The public meeting rooms will be available to the community for after hours access. Site improvements include a salt dome, materials storage building and a secured layout yard at the rear of the facility. On-site parking for 80 vehicles was incorporated into the design.

This public works project received the Fox Valley Branch APWA Project of the Year Award and the Chicago Metro Chapter Project of the Year Award.

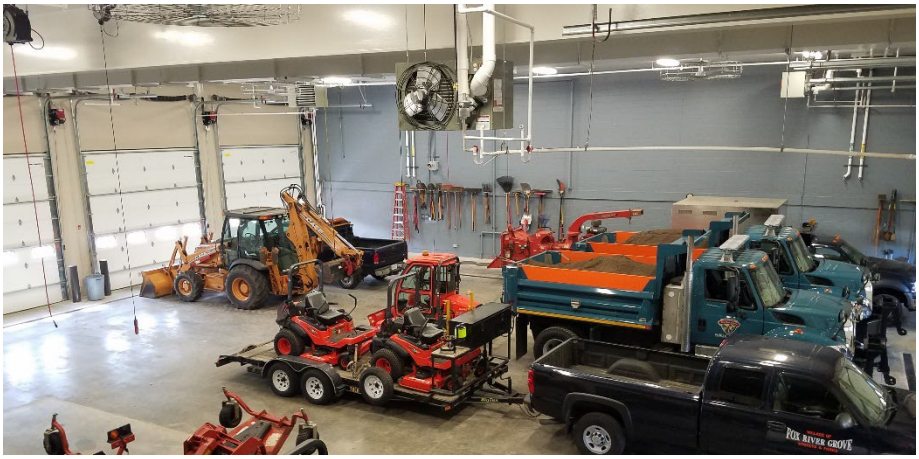
Kluber Architects + Engineers

South Elgin Public Works

South Elgin, Illinois



Kluber Architects + Engineers



Owner
Village of Fox River Grove

Type
Demolition
New Construction
Survey

Services
Architectural
Mechanical
Interior Design
Structured Cabling
Electrical
Plumbing
Structural

Size
11,000 Square Feet

Completion
January 2017

Reference
Derek Soderholm
Village Administrator
Village of Fox River Grove
847.639.3170
d.soderholm@foxrivergrove.org

APWA Project of the Year
Structures Less than 5 Million - 2017
New Public Works and Salt Dome Facility
Fox River Grove, Illinois

The Village of Fox River Grove had outgrown their existing Public Works facility. Their old facility was located on a shared use site with their main sanitary plant operations. The sanitary plant is scheduled to grow in size in the next few years. As such, the existing Public Works facility will impede this growth.

In order to be proactive, the Village acquired adjacent parcels of land to the north of the existing sanitary plant operations to construct a new facility that is 11,000 square feet in size. A salt and materials storage structure was also included on site.

The new building includes four (4) double depth, drive through apparatus bays. One bay will be equipped to service municipal fleet vehicles and one bay will be equipped to wash vehicles.

On-site parking for ten (10) staff vehicles will be provided in the layout yard space. The layout yard will be enclosed with security fencing and gate systems.

Oswego Public Works Facility and Salt Dome

Oswego, Illinois

A new 27,425 square foot two story Public Works facility and outdoor Salt Dome. This new facility houses offices and support staff areas for the Public Works department. Inclusive in this facility are 10 indoor dual loaded storage bays which can accommodate up to 20 vehicles, indoor wash bays, welding bay and paint shop. Also included indoors are 2 dual loaded maintenance bays. A material storage area can accommodate up to 4 different materials.

Owner
Village of Oswego

Project Type
New Construction

Services Provided
Architecture
Structural Engineering
Mechanical Engineering
Electrical Engineering

Project Size
27,425 Square Feet

Budget
$2,591,000

HIGHWAY DEPARTMENT

Main Facility Renovations

Gurnee, IL

Warren Township Highway Department asked Kluber Architects + Engineers to perform interior and exterior renovations of the existing Administration building and garage spaces.

The work included the following scope:

Initial site master planning to determine future expansion needs for a 10-year development plan.

The first project was to repair and improve the existing main facility. Work included: exterior window replacement, roof leak repair, roof coating systems, new counterflashing at roof penetrations, exterior cedar siding & trim repairs and re-staining, new exterior sealants, interior ceiling fan replacements & new interior wood window trim.

The vehicle wash bay was also improved with new trench drainage, water service extension, a new triple oil separator basin and extensive interior and exterior foundation wall repairs at the wash bay areas. Roofing insulation shall be replaced at locations where deteriorated with new insulation products.

Owner
Warren Township Highway Department

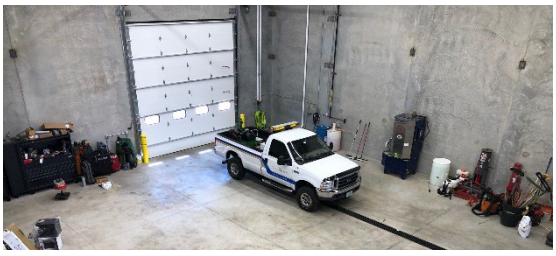
Type
Demolition
Renovation
Exterior Façade Improvement
Roof Replacement

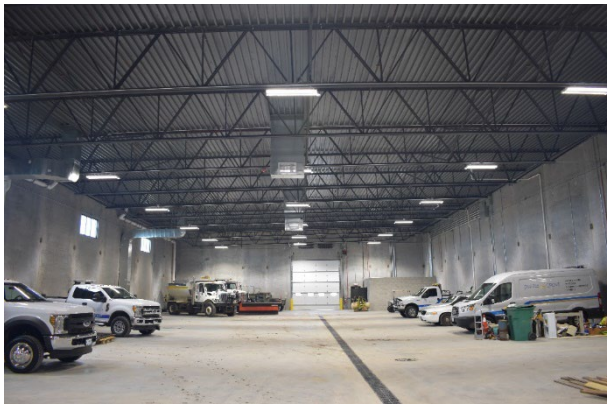
Services
Architecture
Electrical Engineering
Plumbing

Size
70,000 S.F.

Projected Completion
September 2017

Reference
Amy Sarver
Highway Commissioner
Warren Township Highway Department
847.244.1101
highway@warrentownship.net





Village Hall and Public Works Facility

Village of Pingree Grove, Illinois

Kluber Architects + Engineers was awarded the Design/Build project for a combined Village Hall and Public Works Facility for the Village of Pingree Grove. The new facility is a two-story, 28,000 SF facility.

The Village Hall portion of the building includes space for reception, offices, and work areas. There is a large meeting room with kitchenette and new Board Meeting Room. The Building Department includes private offices and cubicles for the village staff, as well as an office vestibule, service window, and full kitchen.

The Public Works Department includes offices, locker rooms, toilet rooms, break/meeting room and a wash-down laundry room. The service wash bays include vehicle wash bays and storage. Overlooking the wash bays is a stair-accessible mezzanine with storage.

The new municipal center broke ground on Monday, July 23, 2018 and construction was completed in the summer of 2019.

Owner
Village of Pingree Grove

Project Type
New Construction

Services Provided
Architecture
Structural Engineering
Mechanical Engineering
Electrical Engineering

Project Size
28,000 Square Feet

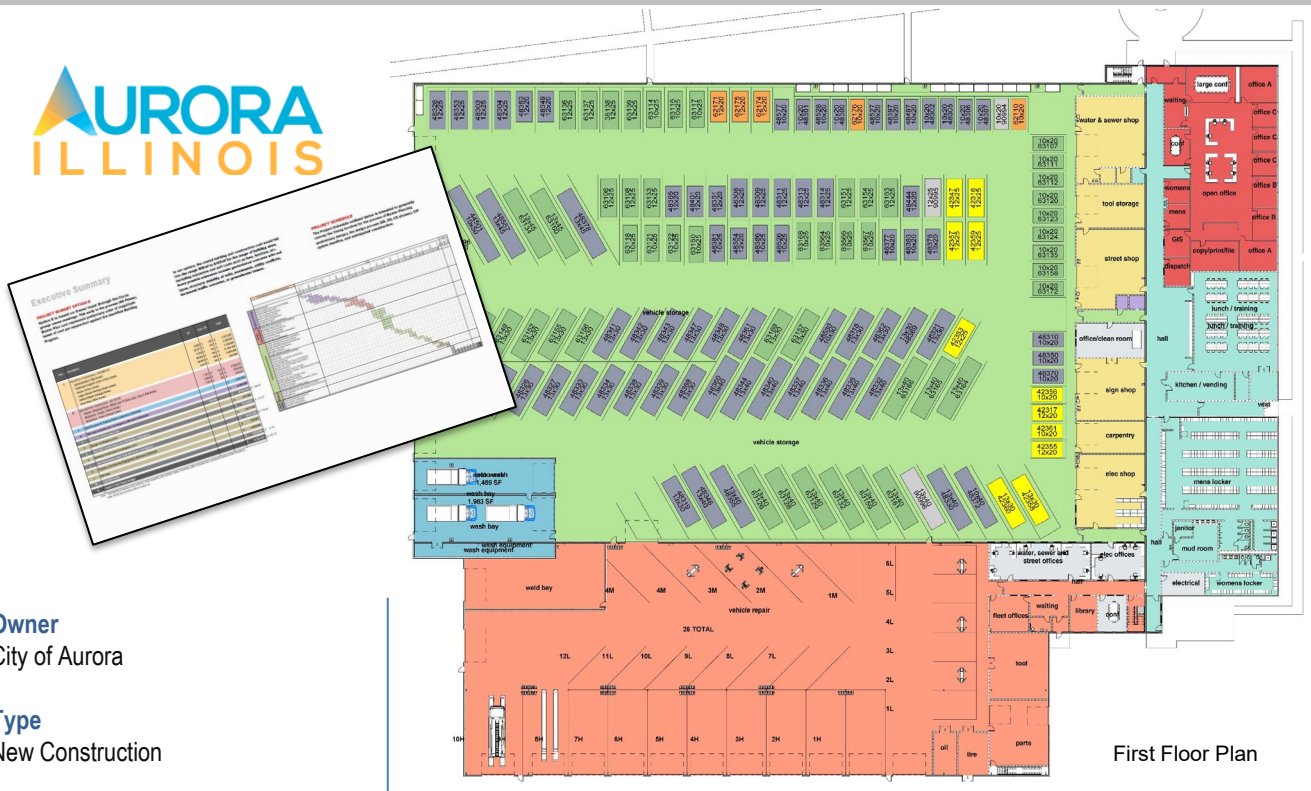
Budget
$4,100,000

Completion
July 2019

Construction Manager
Lamp, Inc.

Civil Engineering
Mackie Consultants, LLC

Reference
Karen Plaza
Finance Director
Village of Pingree Grove
847.464.5533 Ext. 12



First Floor Plan

Owner
City of Aurora

Type
New Construction

Services
Space Needs Assessment
Site Master Planning
Architecture
Mechanical Engineering
Electrical Engineering
Structural Engineering
Interior Design

Size
195,000 S.F.

Projected Completion
December 2022

Budget
$37,502,925.00

Reference
Ian Wade
Capital Projects Manager
City of Aurora
630-256-3237
iwade@aurora-il.org

Consolidated Public Works Facility

Aurora, IL

The City of Aurora has asked Kluber Architects + Engineers to construct a new Consolidated Public Works Facility on a recently purchased 25-acre parcel of land. This 195,000 square foot office and fleet building will consolidate several maintenance divisions currently housed in facilities in substantial disrepair as well as provide a new fueling stations and an upsized winter road salt storage silo.

This facility will house an array of amenities and will be one of the largest public work facilities in the state of Illinois. Some key features include fleet maintenance with both manual and automatic wash bays, an 89,200-sf fleet garage, ten specifically designed shops, and a full scope of administration spaces ranging from offices to fitness rooms.

The building exterior will consist mainly of precast concrete panels and glazed aluminum storefront or curtainwall systems. The roofing system will be designed for durability, optimized drainage, and thermal requirements.

Owner
Village of Grayslake

Type
Addition
Remodeling

Services
Architecture

Size
7,500 Square Feet

Grayslake Public Works Addition and Remodeling

Grayslake, Illinois

The Gurnee office of Kluber Architects + Engineers completed a 6,000-square-foot vehicle storage addition, as well as 1,500 square feet of remodeling to the existing Grayslake Public Works facility. The remodeling project included office and conference space, a training room, locker rooms and bathroom facilities, as well as a storage mezzanine.

Owner
Village of Gurnee

Type
Feasibility Study

Services
Architecture Study

Gurnee Public Works Expansion Feasibility Study

Gurnee, Illinois

The Gurnee office of Kluber Architects + Engineers performed a feasibility study to determine expansion capabilities at the Gurnee Public Works property. The study produced five scenarios with various design options.

Owner
City of Zion

Type
Addition
Remodeling

Services
Architecture

Size
20,000 Square Feet

Budget
$2,500,000

Zion Public Works Facility

Zion, Illinois

The Gurnee office of Kluber Architects + Engineers was tasked with completing three phased addition and remodeling projects for the City of Zion Public Works Department.

The first phase included the design of a 20,000-square-foot truck storage facility. A material and equipment storage building, along with storage bins were designed for phase two of the project. Finally, phase three saw extensive remodeling of existing facilities, including a vehicle maintenance, wash bay, meter department, utility department, street lights, locker rooms, as well as administrative spaces.

Additional project scope included site design for traffic flow, as well as a master plan that took adjacent properties into consideration for the Public Works Department's potential use.

References

The individuals outlined below may be called upon to vouch for their individual experiences with Kluber Architects + Engineers.

Ian Wade, City of Aurora

Email: iwade@aurora-il.org
Phone: 630-256-3237
Services Performed: Preliminary site selection, initial site design, programming, schematic design, design development.

Steve Super, Village of South Elgin

Email: ssuper@southelgin.com
Phone: 847-742-5780
Services Performed: Preliminary site selection, initial site design, programming, schematic design, design development.

Derek Soderholm, Village of Fox River Grove

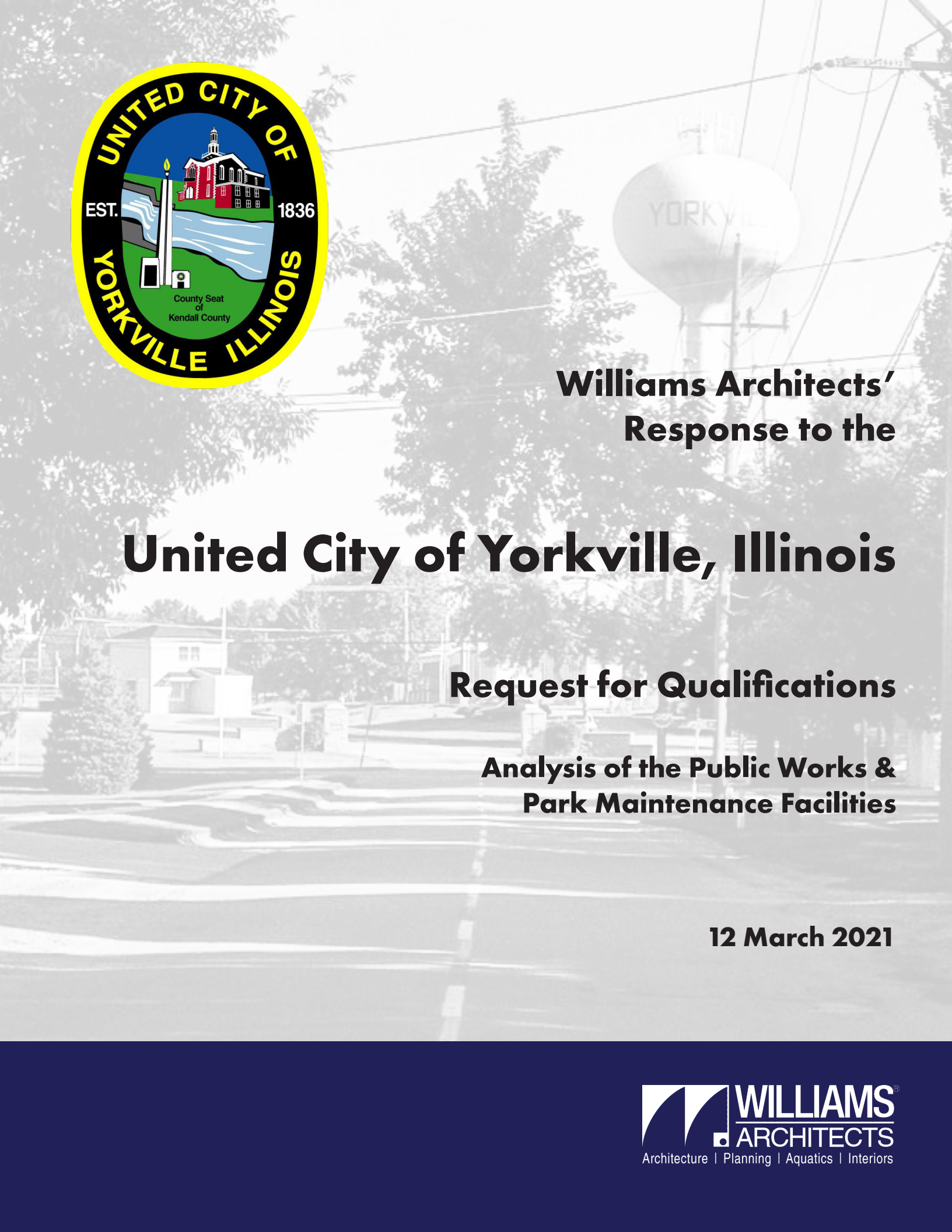
Email: d.soderholm@foxrivergrove.org
Phone: 847-639-3170
Services Performed: Preliminary site selection, initial site design, programming, schematic design, design development.

Amy Sarver, Warren Township

Email: highway@warrentownship.net
Phone: 847-377-2600
Services Performed: Preliminary site selection, initial site design, programming, schematic design, design development.

Karen Plaza, Pingree Grove

Email: kplaza@pingreegrove.org
Phone: 847-464-5533, Ext. 12
Services Performed: Preliminary site selection, initial site design, programming, schematic design, design development.



Williams Architects' Response to the

United City of Yorkville, Illinois

Request for Qualifications

Analysis of the Public Works & Park Maintenance Facilities

12 March 2021

WILLIAMS ARCHITECTS
Architecture | Planning | Aquatics | Interiors

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12 March 2021

WILLIAMS® ARCHITECTS
Architecture | Planning | Aquatics | Interiors

United City of Yorkville, Illinois
Attn: Carri Parker, Purchasing Manager
800 Game Farm Road
Yorkville, IL 60560

Re: Request for Qualifications
Qualification Proposal for the Analysis of the Public Works & Park Maintenance Facilities

Dear Ms. Parker,

We are pleased to have the opportunity to respond to the United City of Yorkville's Request for Qualifications for the Analysis of the Public Works & Park Maintenance Facilities of your community. Based on our extensive experience in the programming, planning, design, and construction of Public Works facilities, Williams Architects is well suited for this highly specialized Project and would be honored to be selected as your Architect!

We are currently designing the Village of Montgomery's New Public Works Facility. This project is very similar to yours in terms of the process we led from programming and planning through design. They are currently located in a 40+-year-old facility shared with the water department. We conducted a space needs study, projecting needs for today, 15 years, and 30 years (ultimate buildout), and determined a 74,900 SF Facility would provide them the space needed for the next 30 years and beyond. The Village has approved the design and construction of the complete facility, and we anticipate breaking ground in late summer 2021.

Other current projects that we are working on include the Lake County Forest Preserve District's new Net Zero Maintenance Facility, the City of Wood Dale's renovations and addition to their Public Works facility, and a new Fleet Maintenance and Warehouse Facility for the City of New Port Richey, Florida. We encourage you to contact our current and previous client references to learn first-hand about our project process, approach, and performance.

Our proposed architectural team is made up of our most senior staff who are dedicated to providing an excellent approach, design creativity and the necessary leadership and guidance to ensure a successful project outcome. Mark Bushhouse and Marc Rohde will lead the efforts relating to existing conditions assessment, operations assessment, programming, and planning, as well design, bidding and construction if the Project moves forward.

In addition to our in-house expertise, we have chosen to team with Whitman, Requardt and Associates in the role of Maintenance Facility Operations Specialist. Ron Hilton is nationally recognized for bringing excellence and innovation to the field of maintenance facility planning. Ron will bring his innovative and in-depth knowledge of over 40 years in the industry to your Project. We have teamed with Ron on many of our public service/maintenance facilities over the past fifteen years and found his operations and organization expertise to be an invaluable asset. Ron works with clients around the country so he is at the forefront of the latest ideas.

We can also offer the financial / bonding review and analysis by Stifel (formerly George K Baum) to assist the City with planning and approach to secure the needed funding for this project if desired by the City.

We have responded to your request for qualifications on the following pages. We are confident that Williams Architects would be an outstanding partner with the United City of Yorkville and are confident that we will exceed your expectations if we are selected for this Project.

Should you have any further questions or require additional information during the evaluation period, please contact our office.

Sincerely,

Mark S. Bushhouse, AIA, LEED AP
President / Managing Principal

Marc Rohde, AIA, LEED AP
Senior Project Manager

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Firm Information

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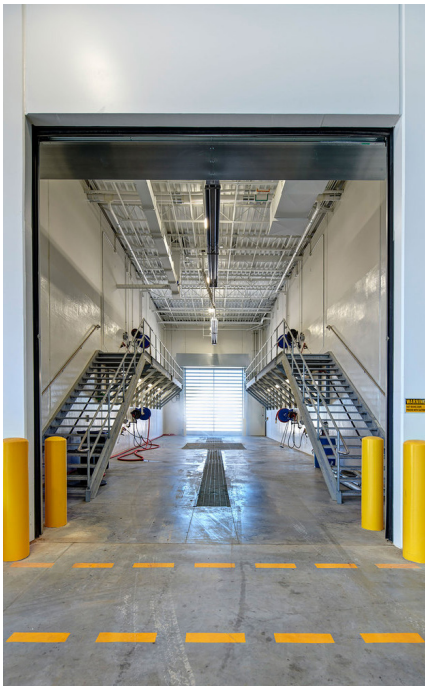
Firm Information

Our Design Philosophy

As a client-oriented firm, Williams Architects is committed to developing a thorough understanding of our clients and their project needs. We express a commitment to architectural design that emphasizes economy and efficiency, durability and imagination of design with patron appeal and satisfaction while establishing a visual project identity that reflects and respects our clients' personality.



Williams Architects, originally established in 1974 and re-organized on 1994, has become a recognized leader in public works and storage facility architecture. Our firm serves a range of clients as diverse as our projects, including more than 150 municipalities, park agencies, and local governmental bodies. Throughout all phases of each project, our senior management remains personally involved, which allows us to bring the more than 125 years of combined hands-on experience they represent to every facility.

For over 30 years, Williams Architects has demonstrated an in-depth understanding of the requirements for public works and storage facilities by developing innovative design solutions that incorporate the components necessary while introducing the most cutting edge technology to the final design. We have worked with a variety of operations and know all the right questions to ask to insure every facility meets the goals of our clients. Combined with our wide-ranging expertise in municipal and public architecture, this results in superb, custom-designed facilities that reflect the needs of our clients and their communities.

Our firm offers a **quality** comprehensive package of services, including options that can be tailored to meet project goals. We understand that **people** are the foundation for every project and therefore our projects express a commitment to architectural design excellence that emphasizes economy and efficiency, durability and imagination, patron appeal and satisfaction while establishing a visual project identity that reflects and respects our clients' personalities. We provide comprehensive **services** through a combination of in-house personnel and collaboration with complementary consultants.

The Williams Mission Statement

Williams Architects strives to be a high quality architectural firm as measured by its professional staff, its satisfied clients, its projects, and its success as a business.

FIRM NAME:
Williams Architects

CONTACT NAME:
Mark S. Bushhouse, AIA, LEED® AP, NCARB
President / Principal-in-Charge
msbushhouse@williams-architects.com

Marc C. Rohde, AIA, LEED® AP
Senior Project Manager
mcrohde@williams-architects.com

COMPANY ADDRESS:
500 Park Boulevard, Suite 800
Itasca, IL 60143

OFFICE LOCATIONS:
Itasca, IL (HQ); Chicago, IL;
Columbus, OH; Indianapolis, IN;
Austin, TX; St. Petersburg, FL

COMPANY CONTACTS:
Phone: 630.221.1212
Fax: 630.221.1220

DATE INCORPORATED:
1974

OWNERSHIP & CORP. STRUCTURE:
Corporation
- Tom Poulos: CEO
- Mark Bushhouse: President
- Frank Parisi, Vice President
- Scott Lange: Vice President
- Steven Mihelich: Vice President
- Andy Dogan, Principal
- Andrew Caputo, Associate Principal

NUMBER OF EMPLOYEES:
37

EMPLOYEES BY DISCIPLINE:
Architects: 23
Technical Staff: 3
Marketing / Administrative: 5
HR / Accounting: 2
Interior Design: 2
IT: 1
Cost Estimator: 1

SOCIAL MEDIA:

/williams_architects_aquatics
/williams.architects.aquatics
/williams-architects-aquatics
/williams_arch
/williams architects | aquatics

www.williams-architects.com

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Team Experience

Organizational Chart

Although the Williams Collaborative performs services in-house, we retain specialized consultants and engineers to assist as needed on our projects. For the Marshall Aquatic Facility, we have selected the following team members to provide the required scope of services.

UNITED CITY OF YORKVILLE ILLINOIS
EST. 1836
County Seat of Kendall County

WILLIAMS ARCHITECTS
Architecture | Planning | Aquatics | Interiors

MARK BUSHHOUSE
Principal-in-Charge

MARC ROHDE
Project Manager

WRA

RON HILTON
Maintenance Facility Specialist

RYAN SEMORE
Operations and Maintenance Planner

OPTIONAL SERVICE PROVIDER

STIFEL

FINANCIAL RESOURCE

MARK S. BUSHHOUSE, AIA, LEED® AP, NCARB

Principal-in-Charge / Managing Principal

EDUCATION: University of Illinois, Chicago
Bachelor of Architecture, 1982

LICENSED ARCHITECT: FL, IA, IL, KS, MI, MO, NY, OH, WI

INDUSTRY EXPERIENCE: 39 Years

MEMBERSHIPS / AFFILIATIONS:
AIA Northeast Chapter Member
National Council of Architectural Registration Boards
LEED® Accredited Professional
American Public Works Association Member
International Association of Chiefs of Police Member
IL Fire Chiefs Association Member

Mark joined Williams Architects in March 1987 and is a licensed Architect in several states. While leading the firm as President, he also oversees our interiors and municipal practices. He has full project architectural responsibilities with a focus on master planning. Mark has demonstrated project leadership, planning expertise and effective cost control which will allow our team to create a realistic, cost conscious solution for your facilities.

PROJECT EXPERIENCE

- Arlington Heights, Village of – Fire Department Headquarters Master Plan
- Barrington, Village of – Police, Fire, and Village Hall Facilities
- Barrington Countryside Fire Protection District – Fire Station
- Bartlett, Village of – Police Facility Planning Study; New Police Station
- Beacon, NY – Facilities Study
- Bedford Park, Village of – Fire Station No. 3
- Burr Ridge, Village of – Police Facility
- Carol Stream Fire Protection District – Fire Station No. 2 Planning Study
- Carol Stream, Village of – Municipal Village Hall & Police Master Plan; Addition / Expansion to Village Hall & Police
- Carpentersville, Village of – Multi-Department Master Plan, New Public Works Facility
- Centerville, City of – Washington Park District - Maintenance Facility
- Clarendon Hills, Village of – Public Works Facility Renovation
- Deerfield, City of – City Hall Renovation and Addition
- DeKalb, City of – Police Master Plan
- Downers Grove, Village of – Fire Headquarters Facility, Police & Village Hall Planning
- Geneva, City of – City Hall Master Plan
- Glen Ellyn, Village of – Public Works and Village Hall Remodeling
- Glencoe, Village of – Municipal Center - Police Department Renovation
- Glendale Heights, Village of – New Senior Center; Village Hall and Police Master Plan
- Glenview, Village of – Fire Station No. 6 and No. 8, Village Hall & Police Addition / Renovation
- Highland, City of – Police, EMS & Fire Facility
- Highland Park, City of – Fire Dept. Headquarters Facility
- Hoffman Estates, Village of – Police Facility Master Plan
- Huntley Fire Protection District – Fire Station No. 2; Headquarters Facility Master Plan
- Itasca Fire Protection District – Headquarters Facility Master Plan
- Lake County – Sheriff's Main Evidence Processing & Storage Facility, Light Duty HVAC Improvements
- Lake County Forest Preserve District - Police & Operations Center, Existing Facilities Review
- Lisle, Village of – Village Hall and Police Facilities
- Montgomery, Village of - Public Works Planning Study; New Public Works Facility
- Morton Grove, Village of – Police and Village Hall Planning Study
- Mount Prospect, Village of – Fire Station No.13
- Mundelein, Village of – Police Facility Design Review
- Naperville Park District - Knoch Park Central Maintenance Facility
- North Aurora, Village of – Village Hall and Police Master Plan
- New Port Richey, FL - Public Works Fleet Warehouse & Storage Improvements
- Newburgh, NY – Facilities Master Plan
- Oakbrook Terrace, City of – City Hall and Police Station
- Oak Brook, Village of – Police Detention Zone Remodeling, Village Hall and Police Master Plan
- Palatine, Village of – Fire Station No. 81
- Palos Heights, City of - City Hall Plan & Design
- Portage, MI, City of – New Fire Station No. 2
- Poughkeepsie, NY, Town of – Municipal Feasibility Study
- Richton Park, Village of – Police, Fire, Village Administrative & Recreation Master Plan
- River Grove Public Library – Library Pre-Referendum Services
- Riverside, Village of – Municipal Facilities Assessment; P&R Building
- Riverwoods, Village of – Lincolnshire/Riverwoods Fire Protection District Fire Station
- Rolling Meadows, City of – Village Hall and Police Master Plan
- Sandwich, City of – Police Facility
- Schaumburg, Village of – Fire Stations No. 1, 2 and 3; EPW Facility Storage Assessment; Renaissance Parking Facility
- Skokie, Village of – Fire Stations No. 16, 17 & 18; Police Department Maintenance Facility
- Skokie Park District – Historic Fire Station Renovation; Maintenance Facility
- Struthers, OH - New Fire Station
- Sugar Grove, Village of – New Police Facility & Village Hall and Municipal Master Plan
- Summit, Village of – Police Facility Master Plan
- Tinley Park, Village of – Fire Stations No. 2 & 3 Master Plan
- West Chicago, City of – Municipal Facilities Master Plan & Police Station
- Wheaton, City of – City Hall Addition/Remodeling & Fire Department Headquarters
- Wheeling, Village of – Fire Station No. 24; Police Department Planning and Design
- Willowbrook, Village of – Public Works, Police, Village Hall & Community Building
- Willow Springs, Village of – Public Safety Facility
- Winfield, Village of - Municipal Center
- Wood Dale, Village of - Fire Station No. 69 Repairs & Maintenance Improvements
- Wood Dale, Village of – Public Works Facility
- Woodridge, Village of – Municipal Police & Public Works Facilities Master Plan
- Yorkville, United City of – City Hall and Police Master Plan

MARC C. ROHDE, AIA, LEED® AP

Project Manager

EDUCATION: B.S. Architectural Studies – University of Illinois at Urbana-Champaign 1988, Master of Architecture – University of Illinois at Urbana-Champaign – 1990

LICENSED ARCHITECT: IL

INDUSTRY EXPERIENCE: 31 Years

MEMBERSHIPS / AFFILIATIONS:
LEED® Accredited Professional

Marc is an experienced Senior Project Manager with a demonstrated history of leading a variety of successful projects. He is actively involved with all phases of the architectural design process, from programming and space needs analyses, to conceptual and schematic design, design development, construction documents and construction administration.

He has expertise in a variety of project types, including public works & vehicle maintenance, public safety, government centers, recreation, aquatic and transportation facilities. He has the ability to lead complex projects with a variety of stakeholders but is not averse to getting into the details of a specific project.

WILLIAMS ARCHITECTS PROJECT EXPERIENCE

- Lake County - Lakewood Forest Preserve Net Zero Maintenance Facility
- Montgomery, Village of - Planning Study and New Public Works Facility
- New Port Richey, FL - New Fleet Maintenance Building
- Struthers, OH - New Fire Station
- Wood Dale, City of - Public Works Facility Additions and Renovations

PROJECT EXPERIENCE WITH PREVIOUS FIRMS

- Addison, Village of - Space Needs Analysis for the Public Works Facility, New Public Works Facility
- Algonquin, Village of - Space Needs Analysis for the Public Works Facility, New Public Works Facility
- Arlington Heights, Village of - New Police Station
- Arlington Heights, Village of - Space Needs Analysis and Master Plan for the Public Works Facility, Additions and Renovations to the Public Works Facility
- Barrington, Village of - Space Needs Analysis and Feasibility Study for the Public Works Facility
- Burr Ridge, Village of - Space Needs Analysis and Feasibility Study for the Public Works Facility
- Berwyn, City of - New Police Station
- Cary, IN - New Public Works Facility
- College of DuPage - Space Needs Analysis for the Campus Maintenance Center, New Campus Maintenance Center
- Elmhurst, City of - Space Needs Analysis for the Public Works Facility, New Public Works Facility
- Huntley, Village of - New Police Station and Village Hall
- Joliet Junior College - Space Needs Analysis for the Facility Services Building, New Facility Services Building
- Lisle, Village of - Space Needs Analysis and Feasibility Study for the Public Works Facility
- North Aurora, Village of - Space Needs Analysis and Feasibility Study for the Public Works Facility
- Riverside, Village of - Space Needs Analysis for the Public Works Facility, New Public Works Facility
- Round Lake, Village of - Study of Existing Detention Facility
- Wilmette, Village of - Space Needs and Master Plan for the Public Works Facility, Additions and Renovations to the Public Works Facility

RON HILTON, LEEP AP BD+C

Maintenance Facility Specialist

Ron leads the maintenance facility practice for the firm. In this capacity, he oversees and directs various design and study efforts related to maintenance operations. He has also served as project manager for projects encompassing maintenance management studies, maintenance productivity studies, maintenance audits and information reporting systems, facility master planning, site selection, and equipment analysis. His extensive experience covers the design and planning of facilities for municipalities, transit systems, school districts, utilities, and private concerns. Ron has been responsible for the master planning, design, and construction of more than 200 Municipal operations and maintenance facilities throughout the U.S. In addition, he has assisted several agencies in the development, review, and improvement of maintenance operations through in-depth maintenance operations analyses and fleet studies.

Project Role:
Operations and Maintenance Planner/Equipment Design

Education:
BED – Texas A&M University - 1976

Med – Texas A&M University - 1978.

Registration/Certification:
LEED AP BD+C

Office:
Houston, Texas

Years of Experience:
40

His in-depth knowledge of maintenance shop equipment has been utilized in each of the above projects to address the functional requirements of the operation but also the LEED aspects of the projects.

RELEVANT RECENT PROJECT EXPERIENCE

- Dakota County, MN – Empire Campus Expansion and Renovation
- Kansas City Water, Kansas City, MO
- City of Suffolk, VA Public Utilities Operations and Maintenance Facility
- SHA Cambridge Yard
- SHA Keyser's Ridge Yard
- City of Richland, Texas Public Services Department Yard
- Village of Carpentersville, IL Public Works Facility
- City of Albert Lea, MN Public Works Facility
- Minnesota Department of Transportation, Rochester Depot
- Sherburne County Public Works, Becker, MN
- Ramsey County Public Works, Arden Hills, MN
- Illinois Department of Transportation, Chicago, IL
- Fairfax County Department of Vehicle Services, Fairfax, VA Fleet Maintenance Facility
- City of Baltimore Central Fleet Maintenance Facility
- Urbana Park District, Urbana, IL Maintenance and Operations Complex

Ron Hilton has spent forty years working with Municipalities in the design of maintenance and operations facilities. His approach to design has been focused on providing solutions to functional issues. That approach has resulted in successful resolution of problems such as elimination of waste streams from facilities to integration of solar collectors for on-site generation of power.

His experience in operations and maintenance, combined with an Architectural degree, and his LEED accreditation provide a unique set of problem solving skills for the Public Works industry. This combination of skills provides the design team with the ability to speak, understand, and communicate in maintenance and

Ryan Seymore
Operations and Maintenance Planner

Mr. Seymore has nearly 20 years of experience in architectural design and project management. His primary focus has been vehicle maintenance and support facilities as well as on-call project management and expedited delivery for various state agencies. As a project manager, Mr. Seymore has been closely involved with every phase of project progression, from concept planning through construction administration. In his role as equipment planner he will use his insight of planning and construction to identify appropriate equipment and ensure that the engineering related to these systems is properly executed and coordinated.

Project Role:
Operations and Maintenance Planner/Equipment Design

Education:
BA – Architecture – Catholic University of America
1999

Office:
Baltimore, Maryland

Years of Experience:
19

RELEVANT RECENT PROJECT EXPERIENCE

- (2014) Newington DVS Maintenance Facility, Newington VA -
    - Project has been awarded the APWA Project of the Year Chapter Award and the Fairfax County DPWES 2013 Award of Excellence for Building Design and Construction.
- (2010) Consolidated Maintenance Facility, DDC/DDSP New Cumberland, PA
- (2018) Nottingham Yard Facility, Cecil County DPW
- (2012) Department of Vehicular Services Maintenance Facilities, Fairfax County, VA
- (2017) Annapolis Maintenance Facility Master Plan, State Highway Administration (SHA)
- (2017) Keysers Ridge Highway Maintenance Facility
- (2017) Cambridge Maintenance Facility

Ryan Seymore joined the Maintenance Facility Consultants division of WRA five years ago. His addition to the staff has added another level of architectural planning expertise to the group.

His work over the last five years has brought him strong recognition with several state agencies throughout the Mid-Atlantic region.

Optional Value-Added Services

We have teamed with Stifel Financial Corporation (formerly George K Baum) to offer the City an added optional professional financial planning service. Stifel has the knowledge and experience to assist the City with reviewing its financial information, bonding capabilities, etc. and formulating a financial plan to fund this and/or any other capital project the City may need. They are currently providing these and other similar services for numerous Chicago area communities and across the county.

STIFEL Stifel Financial Corp.

Contact: Tom Reedy / Project Manager / (312) 273-0090

Stifel's Public Finance Professionals Specialize In Raising Capital To Build And Maintain Essential Infrastructure In The Communities They Serve. From Some Of The Nation's Largest States, Cities, And Counties To Rural School Districts And Small Towns And Nearly Everything In Between, Our Municipal Banking And Underwriting Groups Work With Issuers To Develop And Implement Financing Strategies That Allow Them To Operate And Optimize The Important Work They Do.

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Firm Experience

Municipal Client & Project List

The combined experience of each member of the Williams Team represents service to many municipalities locally as well as nationally. Our Team's municipal experience is extensive and boasts a track record that consists of highly successful projects. The following list represents our municipal design experience.

CITY OF ANKENY, IA
- Police & Fire / EMS Needs Assessment, Site Review & Master Plan (in assoc. with McClaren Wilson. & Lawrie)

CITY OF ANN ARBOR, MI
- Fire Station No. 1 Master Planning

VILLAGE OF BARRINGTON, IL
- Combined Fire / EMS Station and Police Dept. Public Safety Facility
- New Village Hall Facility

BARRINGTON COUNTRYSIDE FIRE PROTECTION DISTRICT, IL
- New Barrington Hills Fire / EMS Station

VILLAGE OF BARTLETT, IL
- Police Department Facility Study
- New Police Facility

VILLAGE OF BEDFORD PARK, IL
- Two New Fire / EMS Substations

VILLAGE OF BURR RIDGE, IL
- Master Plan & New Police Facility

VILLAGE OF CAROL STREAM, IL
- Village Hall & Police Needs Assessment and Planning
- Municipal Facilities Master Plan
- Police and Village Hall Addition / Remodeling

CAROL STREAM FIRE PROTECTION DISTRICT, IL
- Fire Protection District Station 29 Facility Planning

VILLAGE OF CARPENTERSVILLE, IL
- Municipal Facilities Master Plan Public Works, Police & Village Hall
- Public Works Facility

CENTERVILLE-WASHINGTON, OH
- Maintenance Facility

VILLAGE OF DEER PARK, IL
- Village Hall Planning Study

VILLAGE OF DEERFIELD, IL
- Renovation/addition to Village Hall

CITY OF DEKALB, IL
- Police Facility Feasibility and Master Plan

CITY OF DELEVAN, WI
- Village Hall & Police Station Renovation

VILLAGE OF DOWNERS GROVE, IL
- New Fire / EMS Headquarters
- Police and Village Hall Planning & Design

DUPAGE COUNTY, IL
- On-Call Architectural Services

ELK GROVE PARK DISTRICT, IL
- New Maintenance Facility

CITY OF GENESEO, IL
- City Hall & Police Needs Assessment & Master Plan

VILLAGE OF GLENCOE, IL
- Municipal Center Police Renovation

VILLAGE OF GLENDALE HEIGHTS, IL
- Municipal and Police Facilities Master Plan
- New Senior Center

VILLAGE OF GLENVIEW, IL
- New Fire Station No. 6, and No. 8
- Village Hall Relocation and Police Renovation

CITY OF HIGHLAND, IL
- New Police / Fire / EMS Facility

Oakbrook Terrace Police Station

Downers Grove Fire Station

VILLAGE OF HIGHLAND PARK, IL
- New Fire / EMS Headquarters
- Fire Station No. 32

VILLAGE OF HOFFMAN ESTATES, IL
- Police Needs Assessment and Master Plan

HUNTLEY FIRE PROTECTION DISTRICT, IL
- New Fire Station No. 4
- New Headquarter Facility

ITASCA FIRE PROTECTION DISTRICT, ITASCA, IL
- Headquarters Station Planning

KANE COUNTY FOREST PRESERVE DISTRICT, IL
- Natural Resources Maintenance Facility

LAKE COUNTY, IL
- Sheriff Evidence Central Facility
- Master Planning Sheriff Facilities

LAKE COUNTY FOREST PRESERVE DISTRICT, IL
- Net Zero Maintenance Facility
- Police and Operations Facility
- Storage Facility
- Existing Facilities Review

VILLAGE OF LISLE, IL
- Village Hal
- New Police Facility

MCHENRY COUNTY, IL
- Police Evidence Facilities

MORGAN COUNTY, IN
- EMS Stations Study

VILLAGE OF MORTON, IL
- New Police Facility (in association with Keach Architects)

VILLAGE OF MORTON GROVE, IL
- Police / Municipal Facilities Feasibility Study

VILLAGE OF MOUNT PROSPECT, IL
- New Fire Station #13

NAPERVILLE PARK DISTRICT
- North Maintenance Facility Improvements

CITY OF NEW PORT RICHEY, FL
- Public Works Fleet Warehouse and Storage Facilities
- Fire Station No. 1 On-Call Services

VILLAGE OF NORTH AURORA, IL
- Village Hall & Police Needs Assessment
- Site Review Study for Village Hall and Police

VILLAGE OF OAK BROOK, IL
- Police Facility and City Hall Master Plan
- Lock-up Zone Renovation & Addition

CITY OF OAKBROOK TERRACE, IL
- New Police Facility

VILLAGE OF PALATINE, IL
- Fire / EMS Station

CITY OF PORTAGE, MI
- Fire Station No. 2

TOWN OF POUGHKEEPSIE, NY
- Municipal Facilities Consolidation

VILLAGE OF RICHTON PARK, IL
- Municipal Needs Assessment & Master Plan, Village Hall Police, Fire / EMS and Recreation

VILLAGE OF RIVERSIDE, IL
- Facility Assessments - Historic Preservation

VILLAGE OF RIVERWOODS, IL
- Fire / EMS Station Master Plan/Needs Assessment
- New Fire / EMS Station
- Police Master Plan

CITY OF SANDWICH, IL
- New Police Facility

Willowbrook Village Hall

Carpentersville Public Works / Maintenance Facility

VILLAGE OF SCHAUMBURG, IL
- Master Plan
- Fire / EMS Stations 1, 2, 3

VILLAGE OF SKOKIE FIRE DEPARTMENT, IL
- Master Plan/Full Services
- New Fire / EMS Station No. 17
- Addition / Renovation to Fire Stations No. 16 and 18

CITY OF STRUTHERS, OH
- New Fire Station

VILLAGE OF SUGAR GROVE, IL
- Village Hall, Police & Public Works Master Plan Staffing, Site Needs, Site Review & Planning, (New police station in association with Cordogan Clark & McClaren Wilson & Lawrie)
- Police Facility - Complete through C-Docs - currently on hold

VILLAGE OF SUMMIT, IL
- New Police Facility - Feasibility Study Addition and Renovation to Stations No. 16 and 18

VILLAGE OF TINLEY PARK. IL
- Master Plan - Fire Stations No. 2 and 3

VERNON HILLS PARK DISTRICT
- ADA Audit & Transition Plan Update Services

CITY OF WEST CHICAGO, IL
- Municipal Master Plan, City Hall, Police and Water Department
- New Police Facility

CITY OF WHEATON, IL
- City Hall and Fire / EMS Station Master Plan
- New Fire / EMS Department Headquarters
- City Hall Addition/Renovation

VILLAGE OF WHEELING, IL
- Fire / EMS Needs Assessment
- Fire / EMS Station No. 24
- Police Facility Planning and Design

VILLAGE OF WILLOW SPRINGS, IL
- New Police and Enlarged & Renovated Fire / EMS Facilities

VILLAGE OF WILLOWBROOK, IL
- Municipal Needs & Assessment Master Plan
- Public Works, Police, Village Hall & Recreation
- Village Hall Remodeling
- Police Facility Renovation

VILLAGE OF WINFIELD, IL
- Municipal Project Master Planning

VILLAGE OF WOODRIDGE, IL
- Police & Public Works Needs & Assessment Master Plan

CITY OF WOOD DALE, IL
- Public Works Feasibility Study
- Fire Station No. 69 Improvements

CITY OF YORKVILLE, IL
- City Hall & Police Near Term Planning
- City Hall & Police Renovation

Mount Prospect Fire Station No. 13

Carol Stream Village Hall & Police Station

Similar Project Experience

MONTGOMERY, ILLINOIS

NEW PUBLIC WORKS FACILITY

Relevant Features:

- Administration Spaces
- Locker Room
- Multi-Purpose Room
- Wellness Center
- Crew Shop Areas
- Fleet Maintenance
- Heated Vehicle Storage
- Wash Bay
- Outdoor Dining Area
- Material Storage Bins

Williams Architects was commissioned by the Village of Montgomery to lead a Planning Study for a new Public Works Facility on an existing site owned by the Village. This study determined that the new building would be maximized for operations, built for today but planned for expansion, include outstanding staff amenities, and house their entire fleet under roof within a heated storage garage. The resulting Conceptual Design plan created a building that will total 73,900 s.f. , including 65,000 s.f. at the first level and 8,900 s.f. of mezzanine space. The building was planned to be constructed in two or more phases to allow the building to grow with the needs of the Village.

Upon completion of the first phase, the Village again engaged Williams Architects to provide complete design and construction administration services for the facility. The budget developed during the previous phase, and the resulting design is going to allow the Village to complete the entire building at once. This will allow the building to be constructed at the lowest possible cost while serving the Village for the next 50 years. The new facility will include administration spaces, a locker room with private individual changing and shower areas, a multi-purpose room, wellness center, crew shop areas, fleet maintenance, heated vehicle storage and a wash bay. Exterior spaces include material storage bins, outdoor dining area for staff, extensive landscaping and connectivity to the existing site to the north.

Client:
Village of Montgomery
200 N. River Street
Montgomery, IL 60538

Mark Wolf
Director of Public Works
630.896.9241 X 9043
mwolf@ci.montgomery.il.us

Project Size:	73,900 SF Facility
Estimated Completion Date:	September 2022
Completion Date:	TBD
Estimated Project Cost:	$15,000,000
Project Cost:	TBD
Role:	Prime Architect

NEW PORT RICHEY, FLORIDA

NEW PUBLIC WORKS FLEET MAINTENANCE & WAREHOUSE FACILITY

Relevant Features:

- Staff Spaces
- Maintenance Bays
- Indoor Vehicle Storage
- Warehouse Storage
- Exterior Material Storage Bins

Williams Architects is designing a new Fleet Maintenance and Warehouse Storage Facility for the City of New Port Richey, FL Public Works Department. The existing facility is a simple, pre-engineered metal building that has been in operation on the site since the 1970s, and was long due for a replacement. The first phase of the project was Pre-Design, in which the building program was developed, along with the Conceptual Design and Floor Plans, as well as a cost estimate for the project.

The original idea was to build a new Fleet Maintenance Building on the site and then renovate the existing facility into vehicle and equipment storage. The Space Needs identified a need for 16,900 s.f. of new construction. During the Conceptual Design phase, two options were identified: build a new 10,000 s.f. facility to the east of the existing facility and renovate the existing facility, or; build a new 16,900 s.f. facility that houses all needed spaces and then demolish the existing building. This option alleviated the issues with renovating an old building, not built to current hurricane resistance standards, and was selected by the City as the preferred option to move forward with.

The new building will include staff spaces, maintenance bays, indoor vehicle storage, and warehouse storage, as well as exterior material storage bins and improving the overall site to provide a more organized layout.

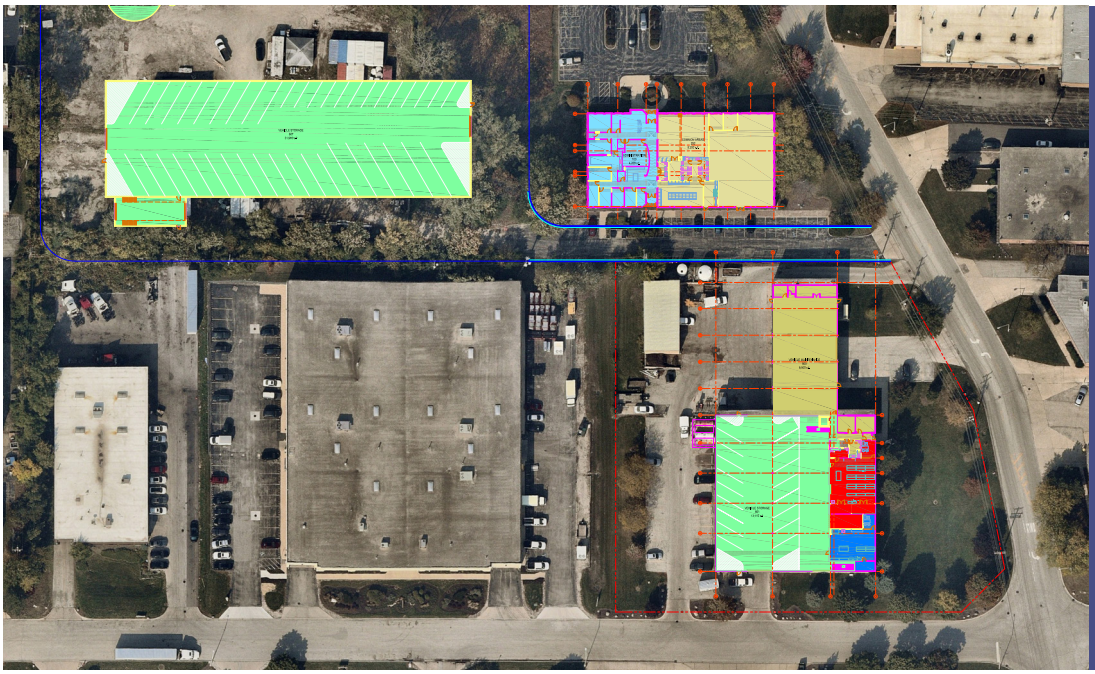
Client:
City of New Port Richey
6132 Pine Hill Road
New Port Richey, FL 34668

Robert Rivera
Director of Public Works
727.841.4536
riverar@cityofnewportrichey.org

Project Size:	16,200 SF
Estimated Completion Date:	Spring 2022
Completion Date:	TBD
Estimated Project Cost:	$2,627,000
Project Cost:	TBD
Role:	Prime Architect

WOOD DALE, ILLINOIS

PUBLIC WORKS FACILITY EXPANSION & IMPROVEMENTS



Relevant Features:

- Administration Spaces
- Locker Room - Private Changing and Shower Areas
- Multi-Purpose Room
- Crew Shop Areas
- Fleet Maintenance
- Heated Vehicle Storage
- Wash Bay
- Exterior Material Storage Bins
- Outdoor Dining Area
- Connectivity to East Building

Williams Architects is currently leading a Planning and Conceptual Design study for renovations and additions to the existing City of Wood Dale Public Works Facility. The existing facility has been in operation by the City for 33 years. The City recently purchased a site immediately north of the existing Public Works facility, which contains a one-story office building and a significant site to the west. The purpose of the study was to determine the needs for the Public Works Department for the next 20 years and develop several options to provide the needed building and site amenities.

This study determined that, if building new, a total of 75,900 s.f. would be required, including staff spaces, shops and storage areas, and garage space to house their entire fleet under one roof. With careful planning and adaptive reuse of the two existing buildings, the resulting project requires only 32,500 s.f. of new construction, with the remaining spaces created from renovations to the existing buildings. The preferred Conceptual Design plan is based on this methodology, and the project will be constructed in two phases to allow the staff to remain on-site while the renovations and the new building are built, and then move into those spaces while the existing building is renovated.

The new facility will include administration spaces, a locker room with private individual changing and shower areas, a multi-purpose room, crew shop areas, fleet maintenance, heated vehicle storage and a wash bay. Exterior spaces include material storage bins, an outdoor dining area for staff, and connectivity to the building to the east.

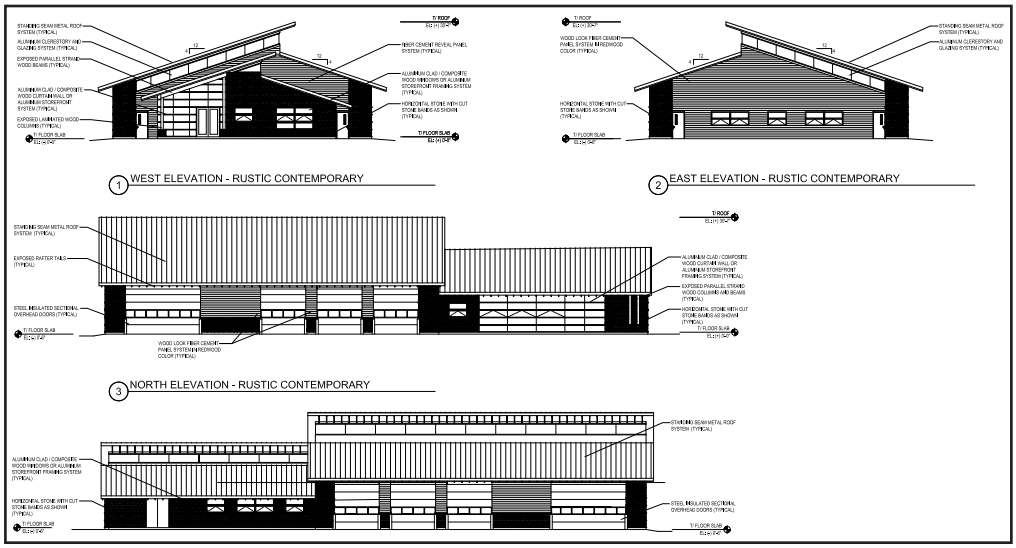
Client:
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

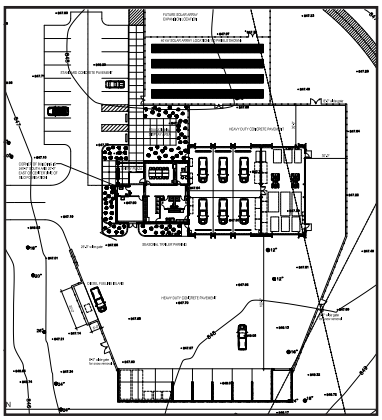
Alan Lange
Director of Public Works
630.787.3761
alange@wooddale.com

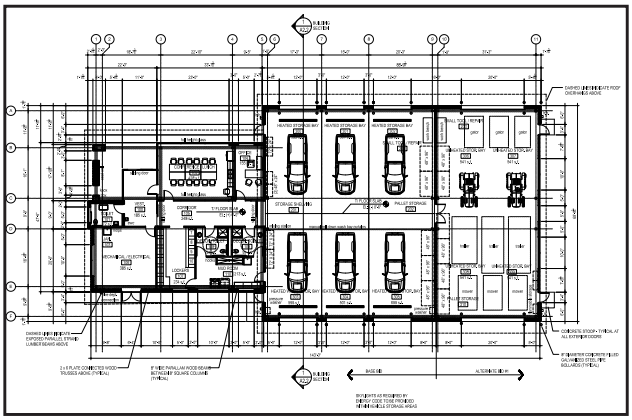
Project Size:	32,500 SF Addition 43,400 SF Renovation
Estimated Completion Date:	Spring 2023
Completion Date:	TBD
Estimated Project Cost:	$13,000,000
Project Cost:	TBD
Role:	Prime Architect

WAUCONDA, IL

LAKEWOOD FOREST PRESERVE NET ZERO MAINTENANCE FACILITY







Relevant Features:

- Public Vestibule with Net Zero Education material
- Public Toilet Room
- Staff Conference / Lunch Room
- Supervisor's Office
- Mud Room
- Decontamination Toilet / Shower Rooms
- Staff Locker Room
- Heated Vehicle Parking Bays
- Heated Vehicle Wash Bays (Dual Use as Parking Bays)
- Heated Tool, Supply and General Storage Areas
- Unheated Equipment Parking Bays
- Unheated Equipment Storage

Williams Architects is providing architectural design services for a new 9,800 s.f. Grounds Maintenance Facility for the Lake County Forest Preserve District. The new facility, which will replace an old and outdated facility, is being designed as a Net Zero facility, wherein the building produces enough renewable energy to meet its own annual energy requirements. This new facility will support a current staff of eight with plans to support a future staff of sixteen, including seasonal help. The building is designed for operations that mainly occur out in the field, so staff spaces are minimal, but include a staff conference / lunch room, office and a mud room that leads directly to decontamination shower and toilet rooms, with open locker rooms for storage of personal items.

The vehicle storage portion of the facility is divided into heated areas for trucks and certain items, and unheated areas for smaller pieces of equipment that do not need to be heated. This is done both as a cost savings measure, as well as a strategy to use less energy. The site accommodates visitor and staff parking, a fueling island, material storage and scrap bins, and refuse containers. Photovoltaic panels to generate electricity will be located either on the roof of the building or in a separate location at grade.

Client:
Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL

John Nelson, Director of Operations and Infrastructure
(847) 968-3407
jenelson@lcfpd.org

Project Size:	9,800 SF
Completion Date:	Summer 2021
Estimated Project Cost:	TBD
Project Cost:	TBD
Role:	Prime Architect

CARPENTERSVILLE, ILLINOIS

CARPENTERSVILLE PUBLIC WORKS FACILITY

Relevant Features:

- Maintenance Area
- Vehicle Garage
- Shops
- Crew Areas
- Wash Bay
- Storage Yard
- Fitness Room
- Training Room

The Village of Carpentersville engaged Williams Architects to provide design and construction administration services for the construction of their new Public Works facility. The initial needs study began in 2005 when Williams Architects worked with the Public Works Department to determine their current and future space needs. The drop in construction costs that occurred over the last few years motivated the Village to move forward with the planned facility. The 85,000 square-foot facility includes fleet maintenance, vehicle garage, shops, crew areas, administration, wash bay, storage yard, fitness room, and training room. The facility incorporates significant energy saving and environmentally sensitive design features.

The facility opened in November 2011. The Public Works Department is responsible for the maintenance of the Village infrastructure such as streets, water and sewer lines, potable water and wastewater treatment, and performs various engineering and construction tasks.

Client:
Village of Carpentersville
1200 W. Besinger Rd.
Carpentersville, IL 60110

Kevin Gray / Assistant Director of Public Works
kgray@vil.carpentersville.il.us
847-344-1973

Project Size:	85,000 SF
Completion Date:	November 2011
Estimated Project Cost:	$11 Million
Project Cost:	$10.9 Million
Role:	Prime Architect

NAPERVILLE, ILLINOIS

NAPERVILLE KNOCH PARK

Relevant Features:

- Vehicle Bays
- Repair Shop
- Maintenance Shops
- Administration Space for Police
- Meeting Room
- Public Library
- Vestibule
- Rest Rooms

Williams Architects was retained by the Naperville Park District to design the new Knoch Park Central Maintenance Facility. The facility includes; vehicle bays, repair shops, maintenance shops and, administrative space for the Naperville Park District police. Space in the facility is available for use by the public including a Meeting Room, Public Lobby, Vestibule with rest rooms and an Outdoor Picnic Patio. The new facility enables the Park District to take care of the ballfields, open space, trails, etc. more efficiently.

Client:
Naperville Park District
320 West Jackson Street
Naperville IL 60540

Ray McGury
Executive Director
630-848-3500
rmcgury@napervilleparks.org

Project Size: 24,946 SF
Completion Date: August 2017
Estimated Project Cost: $7,082,255
Project Cost: $7,030,120
Role: Prime Architect

LINDENHURST, ILLINOIS

LAKE COUNTY FOREST PRESERVE DISTRICT OPERATIONS & PUBLIC SAFETY CENTER

Relevant Features:

- **Public Reception Space**
- **Staff Offices**
- **Specialty Service Shops**
- **Mechanical Building**
- **Fleet Maintenance**
- **Storage**
- **Receiving and Equipment Storage**

Williams Architects provided architectural design services for a new, 106,116-square-foot operations and public safety facility for the Lake County Forest Preserve District. The new operations and public safety building (OPS) is centrally located to contain District operations functions, providing space for public reception, staff offices, specialty service shops, employee support facilities, mechanical/building utility spaces, fleet maintenance, storage, receiving and equipment staging. The OPS's design incorporates green building concepts, and its site accommodates the parking, open-air storage, fueling station and storage bins.

Client:
Lake County Forest Preserve District
2000 N. Milwaukee Ave.
Libertyville, IL 60048

Mike Tully
Director of Operations & Public Safety
847-968-3415
mtully@lcfpd.org

Project Size:	106,116 S.F.
Completion Date:	2010
Estimated Project Cost:	N/A
Project Cost:	$22.9 Million
Role:	Prime Architect

MUNICIPAL – OPERATIONS CENTERS

Central Fleet Maintenance Facility – City of Baltimore

Baltimore, Maryland

The City of Baltimore sold the property which housed its central fleet maintenance operation to the National Aquarium. Heery International and Maintenance Facility Consultants, a division of WRA, were retained to design a new facility on a new parcel of land. The new facility houses fleet maintenance operations for the entire fleet of the City of Baltimore ranging from electric shuttles to solid waste packers. The facility services a fleet of around 5,400 vehicles and equipment.

The new facility houses all operations required to maintain a fleet of this mix including the following.

- Administration offices
- Personnel/crew areas
- General repair bays
- Inspection bays
- Rebuild shops
- Parts Storage
- Body and paint bays and shops
- Welding/fabrication bays and shops
- Vehicle make-ready bays
- Gasoline, diesel and CNG

fueling Construction Budget: $14,000,000

Project Size: 240,000 s.f.

WRA Established 1915

MAINTENANCE FACILITY CONSULTANTS
A DIVISION OF WHITMAN, REQUARDT & ASSOCIATES, LLP

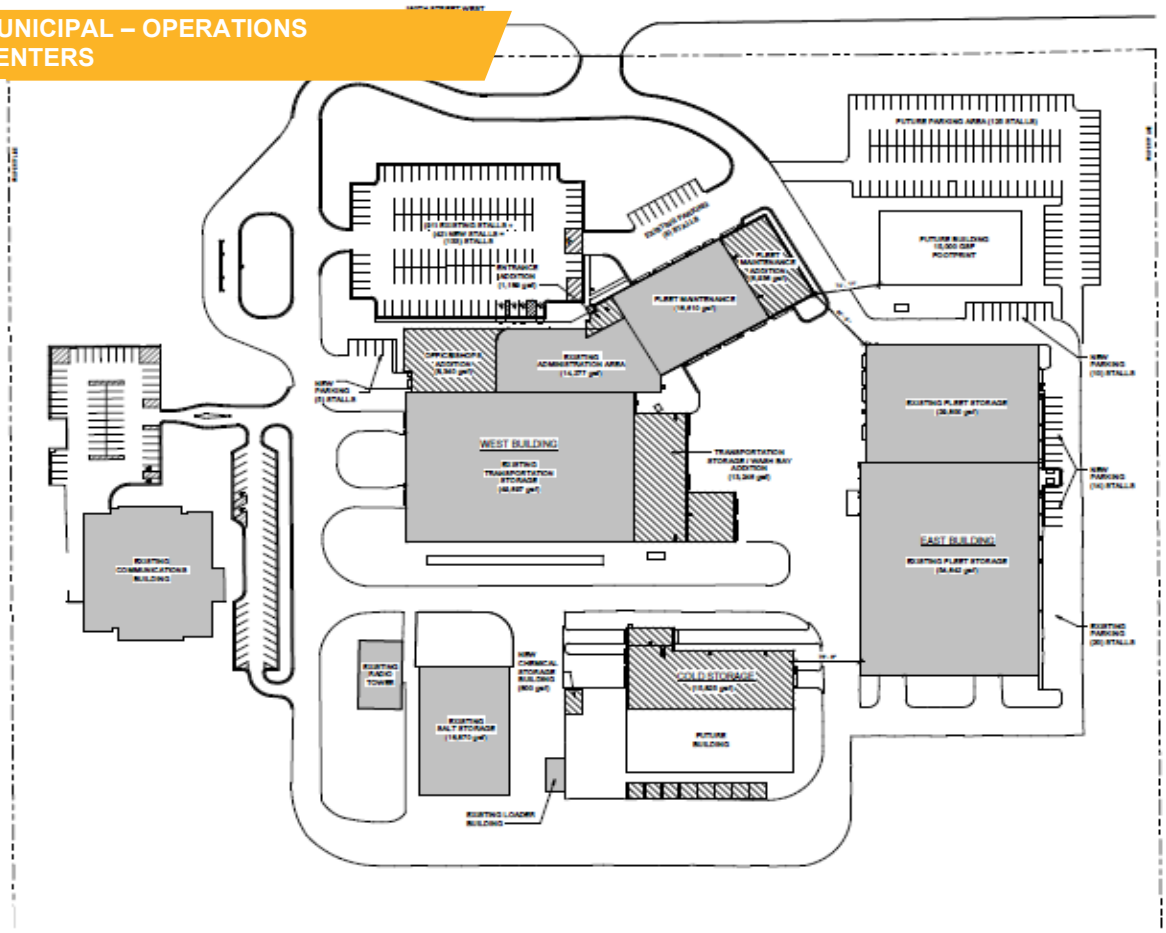
Ramsey County Public Works Facility and Sheriff's Department Headquarters

Arden Hills, Minnesota

Design of a new complex including all Public Works operations including Road Maintenance, Signs, Signals, Construction, Environmental Services, Soils, Equipment Maintenance, Central Stores, and Facilities Maintenance

Project Elements: The project includes the planning and design of a new County Public Works Complex for Ramsey County. The facility has approximately 230,000 s.f. under roof and is located on a 13 acre site. The facility elements include administration, shops, personnel spaces, equipment maintenance, central stores, and heated vehicle storage. The yard areas include a fueling station, an automated vehicle washer, granular material storage, green waste storage, stock pile areas for sweepings and millings, pipe storage, and a salt/sand enclosure for 20,000 tons of material. The Public Works facility was constructed as part of a campus type complex that will include an 112,000 s.f. Army National Guard Operational Maintenance Shop.

Construction Budget: $36,000,000
Project Size: 230,000 s.f.



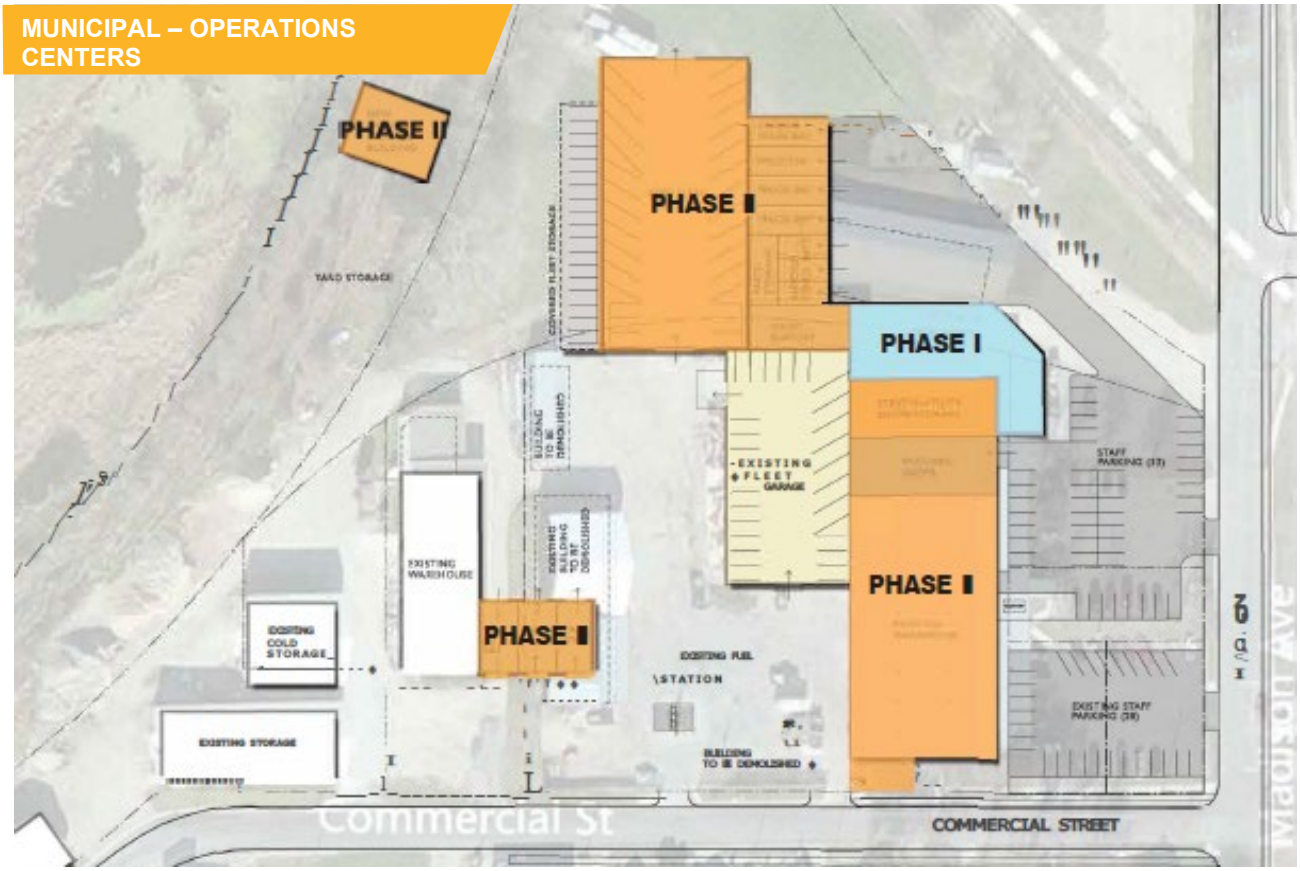
Dakota County Empire Campus Building Additions and Renovations

Empire Township, MN

The Dakota County Empire Campus houses the Transportation Division, Fleet Services, Parks and Recreation Police Department and their related vehicle and material storage. The County intends to consolidate some functions at the Empire Campus and move some other departments to the site. This requires expansion of the existing facilities, renovation of administration and staff areas and the addition of new buildings for chemical storage, brine production and additional vehicles and equipment.

The renovation/expansion design included expansion of the fleet storage building, an addition to fleet services, conversion of a cold storage building into heated storage and the addition of three out buildings and material storage yards.

The project elements include programming, conceptual design, construction documents and construction administration.



Department of Public Works Master Plan

Albert Lea, Minnesota

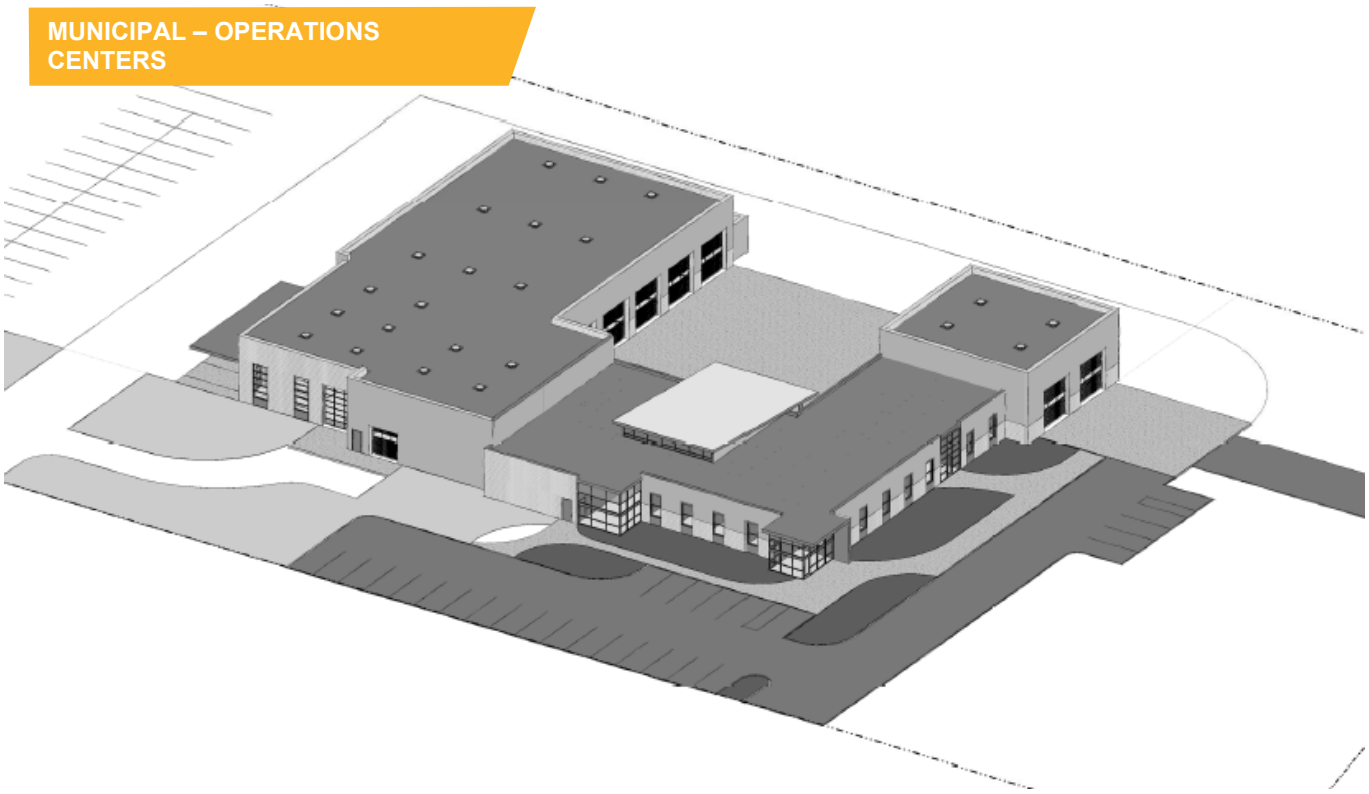
The City of Albert Lea, Minnesota Public Works Department has outgrown its facilities and determined a need for evaluating alternatives to solve future projected needs. The Master Plan conducted included three major steps.

- Programmatic Needs development: The current and projected needs of the department were established based on current operational activities and policies, projected growth in the City requiring growth in services and changes to level of services provided.
- Site alternatives/operational efficiencies: The developed programmatic requirements were used to identify potential site locations, including the existing site. Sites were analyzed for cost of operation and the existing site was determined to be the most operationally cost effective site.
- Master Plan for implementation of the programmatic requirements: A plan was developed for implementation of the programmatic requirements using a combination of existing facilities and new facilities. A phasing plan was developed to allow Public Works full operations while the construction was being completed.

Phase 1 was designed and constructed in 2018.

WRA Established 1915

MAINTENANCE FACILITY CONSULTANTS
A DIVISION OF WHITMAN, REQUARDT & ASSOCIATES, LLP



Water Operations Complex

Fountain, Colorado

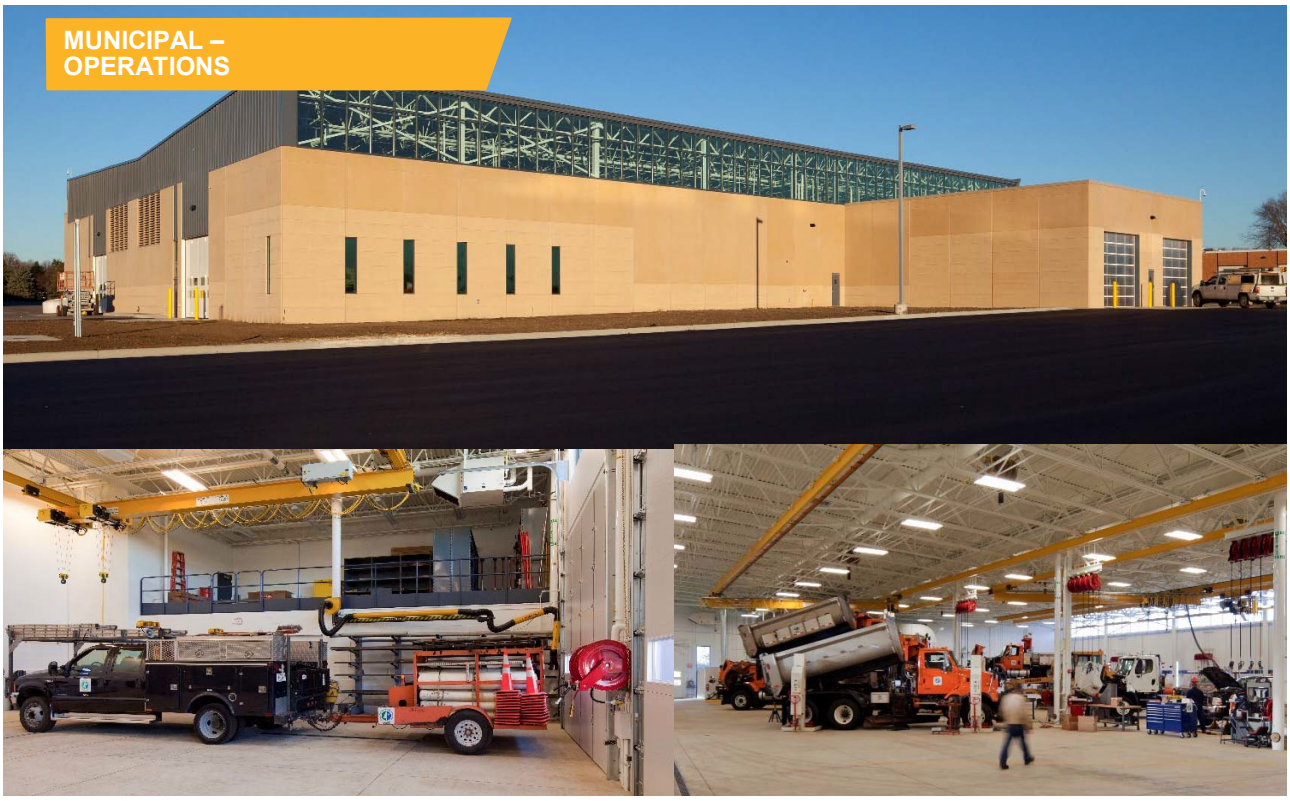
The City of Fountain Water Department is currently co-located with the City Streets Department in a repurposed elementary school. The Department has recently purchased a parcel of property to construct a stand-alone operations center designed specifically for water operations and maintenance. The Maintenance Facility Consultants division of WRA is part of a design team led by BWG Architects of Denver, Colorado. WRA is responsible for programming the facility, developing functional conceptual designs and selecting the equipment to be placed in the facility. In addition, WRA is responsible for coordination and QA related to the operations and maintenance aspects of the complex.

During the conceptual design of the complex the City determined that it would like to add a temporary Fire Station to the site. The station would be used until a permanent station could be constructed in the future. The temporary station would then become part of the Water Operations function. The design team developed a concept that would provide independent functions in the beginning but functions that were easily convertible when the Fire Department left the site.

Major elements of the complex include the following.

- Water Department administration
- Water Department crew areas
- Water Shops including a lab and meter testing
- Materials warehouse
- Yard Storage
- Temporary Fire Station

MUNICIPAL –
OPERATIONS



Minnesota Department of Transportation

Rochester, Minnesota

The Minnesota Department of Transportation completed a renovation and expansion of its District Six Maintenance and Operations complex in Rochester, MN. The first phase of the project included the design and construction of a new vehicle/equipment storage building, shops complex and fleet maintenance facility and related site components. The second phase of the facility included demolition of vacated structures and the renovation of the administration building.

WRA provided planning and conceptual design for all aspects of the first phase. The first phase facility includes 122,000 square feet of maintenance, operations and vehicle storage space. Major components of the facility include shops and personnel areas for each of the District 6 Operations groups; vehicle and equipment maintenance, and vehicle and equipment storage.

WRA also selected all equipment and storage systems provided in the facility and oversaw the installation of each item.

Public Utilities Operations and Maintenance Facility

Suffolk, Virginia

Work Scope

The City of Suffolk Public Utilities Department worked from several small and outdated facilities spread throughout the City. The Department purchased a property with an existing storage building for construction of a consolidated operation. The project work effort included planning and design of a new operations and maintenance facility. The completed facility incorporated renovation of the existing facility and construction of new facilities in order to meet the space and operational requirements of the Department.

Project Elements

The new complex includes several structures and operational features. A new facility houses administration and crew areas. The existing facility was renovated to house shops and warehouse operations. New structures were constructed for storing vehicles, equipment, and materials. The site also includes a fueling station and a truck wash.

Proposed Project Approach

Project Understanding and Proposed Project Approach

PROJECT OUTCOME AND VISION

The purpose of this project is to assess the current Public Works and Parks Maintenance facilities to determine if they are adequate to handle the current and future space needs requirements of each entity. As part of this process, we will determine if there are opportunities to utilize the existing facilities more efficiently. The result of this study will be to provide the City with the information needed to determine what improvements, if any, need to be made to the Public Works and Parks Maintenance facilities to meet the current and future needs.

The project scope consists of three main components:

1. Space Needs Analysis.
2. Site Evaluations / Conceptual Sites & Building Layouts
3. Project Cost Estimate and Schedule Description.

Our process will plan for growth of the City and therefore within the Public Works and Parks Maintenance departments over the next 20 years, which is anticipated to be the ultimate buildout of the City.

Our Summary of Proposed Services are described as follows

PHASE 1 - PRE-DESIGN SERVICES

TASK 1 – PROJECT OVERVIEW / KICK-OFF MEETING

- Review the work plan with the Senior Staff.
- Attend a Project kick-off meeting.
- Identify Project Team and Project Managers.
- Review and establish project timeline.
- Review project methodology contained in the scope of services herein.
- Create a Project Meeting Matrix that outlines all steps and meetings for the project.
- Identify data / documentation (data collection) to be provided by Owner.
- Review existing Public Works and Parks Maintenance facilities, functions, staffing and equipment to understand services provided and space needs.
- Review existing building operations to understand operational needs.
- Review 2005 Municipal Facilities Master Plan.
- Review 2017 Facilities Condition Assessment

VILLAGE OF MONTGOMERY
New Public Works Facility
Phase 1 – Pre-Design Services
Proposed Project Meeting Matrix
1 October 2020
Project No. 2020-022

WILLIAMS ARCHITECTS
Architecture | Planning | Aquatics | Interiors

Date / Time / Place	Event	Attendees	Agenda	WA Tasks	Owner Tasks
Week of: 11 May 2020	**Board Approval / Notice to Proceed**	• None	• AIA Owner - Architect Agreement • Identify Project Team and Project Managers	• Develop AIA Owner - Architect Agreement • Develop Draft Meeting Matrix • Develop formal contracts with consultant	• Identify Owner Team Members
Week of: 25 May 2020	**Project Start-Up and Data Exchange**	• None	• Project Team Directory • Planning Phase Meeting Matrix • VOM to Provide Requested Information	• Provide List of Requested Information by VOM • Create WA Team Project Directory • Develop Draft Meeting Matrix • Develop formal contracts with consultant • Prepare for Kick-Off Meeting	• Work with WA to Complete AIA Owner - Architect Agreement • Gather and Send WA all Available Requested Information • Provide VOM Contact Info
Mon. 1 June 2020 Time: 9:00 a.m. Location: "Zoom" Meeting	**Meeting 1** **Kick-Off**	• VOM • WA • WRA • EEI	• Identify Project Team and Project Managers • Review and Establish Project Timeline • Review Project Methodology and Agree on Implementation Strategies • Review Planning, Design and Construction Schedule Goals • Identify Data to be Provided by the Village • Review Existing Facilities, Functions, Staffing, Vehicles and Equipment • Review Planning Phase Meeting Matrix • Discuss Potential Facility Tours (Covid-19 allowing) • Discuss Preferred Project	• Create Meeting Agenda • Create Project Team Directory • Draft Milestone Schedule • Draft Meeting Matrix • Prepare List of Data Needed from VOM • Confirm Project Budget • Propose Facilities to Tour (Covid-19 permitting)	• Organize Owner Team • Confirm Project Timeline • Develop VOM Project Goals • Provide Project Budget • Potential Facilities to Tour • Develop the Approval Process for the Project • Provide Current Public Works Org Chart • Provide List of Current Vehicles and Equipment and Their Sizes • Provide Existing Facility Drawings • Provide Other Data Requested by WA

TASK 2 - OPERATIONS OBSERVATION AND ASSESSMENT OF FACILITIES

- Review existing facilities' operations to understand operational needs.
- Meet on site first thing in the morning to see how the staff operates.
- Tour the current facilities to gain a clear understanding of the current facilities' spaces.
- Gain understanding of the work that each department does and how they function.

TASK 3 – STAFFING PROJECTIONS

- Review the history, current and future growth of the City's size, miles of streets, utilities, land area, functions, etc.
- Compare City of Yorkville population and public works staff with similar communities.
- Determine current, 10 and 20-year projected staffing needs.
- Plan for ultimate staff size at 20-year maximum buildout.
- City staff to provide the current staffing, vehicles and equipment utilized by Public Works.

Public Works Staffing Projections
Phased Project Approach

WILLIAMS ARCHITECTS
Architecture | Planning | Aquatics | Interiors

Village of Montgomery
New Public Works Facility
Project #: 2020-022
10-Mar-2021

Administration	Name	2020 Actual	Phase 1 2020 Need	Phase 2 2035	Phase 3 2050
Director of Public Works	Mark Wolf	1	1	1	1
Assistant Director of Public Works	-				1
Administrative Assistant	Renee Mason	1	1	1	1
Office Clerk			1	1	1
GIS Coordinator			1	1	1
Administration Subtotals		2	4	4	5

Streets	Name	2020 Actual	2020 Need	2035	2050
Street Superintendent	Shawn Murphy	1	1	1	1
Lead Arborist	Ed Pfaff	1	1		
Maintenance Worker II (Foreman)	Joe Munder	1	1	1	1
Maintenance Worker I	Owen Thomas	1	1	1	1
Maintenance Worker I	Eric Brown	1	1	1	1
Maintenance Worker I	John Erb	1	1	1	1
Maintenance Worker I	Kevin Brzoska	1	1	1	1
Maintenance Worker I	Bryan Bower	1	1	1	1
Maintenance Worker I	Aaron Miller	1		1	1
Maintenance Worker I	-			1	1
Maintenance Worker I	-				1
Maintenance Worker I	-				1
Maintenance Worker I	-				1
Maintenance Worker I	-				1
Forestry Worker	-		1		
Forestry Worker	-		1		
Streets Subtotals		9	10	9	13

Fleet	Name	2020 Actual	2020 Need	2035	2050
Fleet Supervisor	Pat Willis	1	1	1	1
Fleet Mechanic	Sam Bartalone	1	1	1	1
Fleet Mechanic	-			1	1
Fleet Mechanic	-			1	1
	-				
Fleet Subtotals		2	2	4	4

Building Maintenance	Name	2020 Actual	2020 Need	2035	2050
Building Maintenance Supervisor	Tyler Thomas	1	1	1	1
Building Maintenance Worker	-		1	1	1
Building Maintenance Worker	-			1	1
Building Maintenance Worker	-			1	1
Building Maintenance Worker	-				1
Building Maintenance Subtotals		1	2	4	5

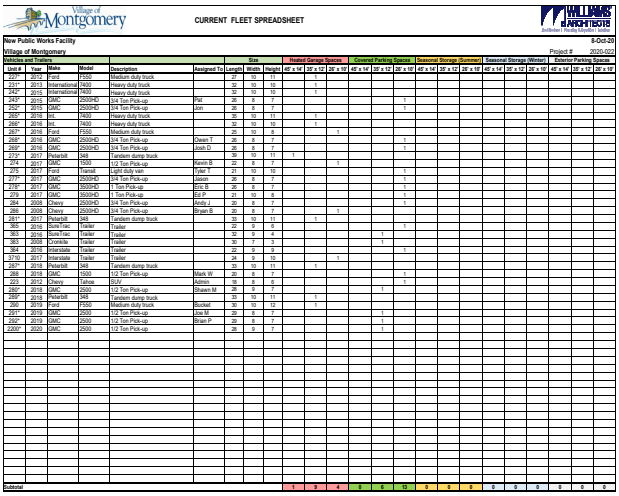
Water & Sewer	Name	2020 Actual	2020 Need	2035	2050
Water & Sewer Superintendent	-	-	1	1	1
Water Treatment Lead Operator	Bryan Pittman	1	1	1	1
Water Treatment Plant Operator	Jason Carey	1	1	1	1
Water Treatment Plant Operator	Josh Davis	1	1	1	1
Water Treatment Plant Operator	-			1	1
Water Treatment Plant Operator					1
Maintenance Worker I	Andrew Jackson	1	1		
Utility Foreman	-		1		
Maintenance Worker	-		1		
Maintenance Worker	-		1		
Maintenance Worker	-		1		
Maintenance Worker	-		1		
Utility Field Foreman	-			1	1
Field Operator	-			1	1
Field Operator	-			1	1
Field Operator	-			1	1
Field Operator	-			1	1
Field Operator (Customer Service)	-			1	1
Field Operator	-			1	1
Field Operator	-			1	1
Field Operator	-			1	1
Field Operator	-				1
Field Operator	-				1
Field Operator	-				1
Water & Sewer Subtotals		4	10	14	18

Forestry	Name	2020 Actual	2020 Need	2035	2050
Forestry Supervisor	-			1	1
Lead Arborist	-			1	1
Forestry Worker	-			1	1
Forestry Worker	-			1	1
Forestry Worker	-			1	1
Forestry Worker	-				1
Forestry Worker	-				1
	-				
Forestry Subtotals		0	0	5	7

		Phase 1	Phase 2	Phase 3
Public Works Staff Totals	18	28	40	52

TASK 4 - VEHICLE AND EQUIPMENT PROGRAM

- Work with the City to create a list of all proposed and future vehicles and major equipment.
- Create a Vehicle and Equipment Program documenting vehicles, sizes, parking locations (interior or exterior), parking and circulation square footage requirements.
- This document serves to determine the space that will be needed in the Building Space Program (next task).
- Chart to indicate current and future vehicles and equipment.


Village of Montgomery
CURRENT FLEET SPREADSHEET
WILLIAMS ARCHITECTS
New Public Works Facility
Village of Montgomery
8-Oct-20
Project # 2020-022
Vehicles and Trailers
Unit # | Year | Make | Model | Description | Assigned To | Length | Width | Height | Heated Garage Spaces: 40' x 14' | 30' x 12' | 26' x 10' | Covered Parking Spaces: 40' x 14' | 30' x 12' | 26' x 10' | Seasonal Storage (Summer): 40' x 14' | 30' x 12' | 26' x 10' | Seasonal Storage (Winter): 40' x 14' | 30' x 12' | 26' x 10' | Exterior Parking Spaces: 40' x 14' | 30' x 12' | 26' x 10'
227* | 2012 | Ford | F550 | Medium duty truck | | 27 | 10 | 11 | | 1 | | | | | | | | | | | | | | |
231* | 2013 | International | 7400 | Heavy duty truck | | 32 | 10 | 10 | | 1 | | | | | | | | | | | | | | |
242* | 2015 | International | 7400 | Heavy duty truck | | 32 | 10 | 10 | | 1 | | | | | | | | | | | | | | |
243* | 2015 | GMC | 2500HD | 3/4 Ton Pick-up | Pat | 20 | 8 | 7 | | | | | | 1 | | | | | | | | | | |
252* | 2015 | GMC | 2500HD | 3/4 Ton Pick-up | Jon | 20 | 8 | 7 | | | | | | 1 | | | | | | | | | | |
260* | 2016 | Int. | 7400 | Heavy duty truck | | 36 | 10 | 11 | | 1 | | | | | | | | | | | | | | |
266* | 2016 | Int. | 7400 | Heavy duty truck | | 32 | 10 | 10 | | 1 | | | | | | | | | | | | | | |
267* | 2016 | Ford | F550 | Medium duty truck | | 25 | 10 | 9 | | | 1 | | | | | | | | | | | | | |
268* | 2016 | GMC | 2500HD | 3/4 Ton Pick-up | Owen T | 20 | 8 | 7 | | | | | | 1 | | | | | | | | | | |
269* | 2016 | GMC | 2500HD | 3/4 Ton Pick-up | Josh D | 20 | 8 | 7 | | | | | | 1 | | | | | | | | | | |
273* | 2017 | Peterbilt | 348 | Tandem dump truck | | 39 | 10 | 11 | 1 | | | | | | | | | | | | | | | |
274 | 2017 | GMC | 1500 | 1/2 Ton Pick-up | Kevin B | 22 | 8 | 7 | | | 1 | | | | | | | | | | | | | |
275 | 2017 | Ford | Transit | Light duty van | Tyler T | 21 | 10 | 10 | | | | | | 1 | | | | | | | | | | |
277* | 2017 | GMC | 2500HD | 3/4 Ton Pick-up | Jason | 20 | 8 | 7 | | | | | | 1 | | | | | | | | | | |
278* | 2017 | GMC | 3500HD | 1 Ton Pick-up | Eric B | 20 | 8 | 7 | | | | | | 1 | | | | | | | | | | |
279 | 2017 | GMC | 3500HD | 1 Ton Pick-up | Ed P | 21 | 10 | 8 | | | | | | 1 | | | | | | | | | | |
284 | 2008 | Chevy | 2500HD | 3/4 Ton Pick-up | Andy J | 20 | 8 | 7 | | | | | | 1 | | | | | | | | | | |
286 | 2008 | Chevy | 2500HD | 3/4 Ton Pick-up | Bryan B | 20 | 8 | 7 | | | 1 | | | | | | | | | | | | | |
281* | 2017 | Peterbilt | 348 | Tandem dump truck | | 33 | 10 | 11 | 1 | | | | | | | | | | | | | | | |
355 | 2016 | SureTrac | Trailer | Trailer | | 22 | 8 | 8 | | | | | | 1 | | | | | | | | | | |
363 | 2016 | SureTrac | Trailer | Trailer | | 32 | 8 | 8 | | | | | | 1 | | | | | | | | | | |
363 | 2008 | Cronkite | Trailer | Trailer | | 30 | 7 | 7 | | | | | | 1 | | | | | | | | | | |
364 | 2016 | Interstate | Trailer | Trailer | | 22 | 8 | 8 | | | | | | 1 | | | | | | | | | | |
3710 | 2017 | Interstate | Trailer | Trailer | | 24 | 8 | 10 | | | 1 | | | | | | | | | | | | | |
287* | 2018 | Peterbilt | 348 | Tandem dump truck | | 33 | 10 | 11 | 1 | | | | | | | | | | | | | | | |
288 | 2018 | GMC | 1500 | 1/2 Ton Pick-up | Mark W | 20 | 8 | 7 | | | | | | 1 | | | | | | | | | | |
223 | 2012 | Chevy | Tahoe | SUV | Admin | 16 | 6 | 6 | | | | | | 1 | | | | | | | | | | |
285* | 2018 | GMC | 2500 | 1/2 Ton Pick-up | Shawn M | 28 | 9 | 7 | | | | | | 1 | | | | | | | | | | |
289* | 2018 | Peterbilt | 348 | Tandem dump truck | | 33 | 10 | 11 | 1 | | | | | | | | | | | | | | | |
290 | 2019 | Ford | F550 | Medium duty truck | Bucket | 30 | 10 | 12 | 1 | | | | | | | | | | | | | | | |
291* | 2019 | GMC | 2500 | 1/2 Ton Pick-up | Joe M | 20 | 8 | 7 | | | | | | 1 | | | | | | | | | | |
292* | 2019 | GMC | 2500 | 1/2 Ton Pick-up | Brian P | 20 | 8 | 7 | | | | | | 1 | | | | | | | | | | |
2200* | 2020 | GMC | 2500 | 1/2 Ton Pick-up | | 28 | 9 | 7 | | | | | | 1 | | | | | | | | | | |
Subtotal: 1 | 0 | 4 | 0 | 0 | 1 | 0 | 0 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0

TASK 5 - SIMILAR FACILITY TOURS

- Full day to tour three (3) similar facilities.
- Opportunity for Yorkville staff to talk with other facility users and learn the pros and cons of their facility.
- Seeing other facilities will spark ideas about Yorkville's facility needs

TASK 6 - SPACE PROGRAMMING

- Work with City of Yorkville staff to develop a Site and Building Space Program.
- Discuss and determine the optimal functional adjacencies between the spaces, both interior and exterior.
- Show current spaces used by Public Works and Park Maintenance.
- Show estimated spaces with their sizes for the project.
- Show added spaces that are expected to be needed once near build-out.
- Finalize the Site and Building Space Program that lists spaces necessary to meet the functional needs based on staff input.
- Final review of Site and Building Space Program and issuance when complete.

FINAL BUILDING SPACE PROGRAM — **Space Summary**

New Public Works Facility — **Project #** **2020-022**
Village of Montgomery
28-Jul-20 — Revised : 1-Oct-20

Zone	Description	Program Range Square Feet	Target SF	Actual SF
100	Administration	1,754 - 2,700	984	2,398
	Circulation or Common Space	646 - 1,300	984	902
		2,400 - 4,000	**3,300**	**3,300**
200	Common Areas	6,288 - 10,646	10,232	10,800
	Circulation or Common Space	2,412 - 5,054	4,368	1,300
		8,700 - 15,700	**14,600**	**12,100**
300	Streets	1,598 - 2,030	1,792	2,029
	Circulation or Common Space	502 - 770	608	271
		2,100 - 2,800	**2,400**	**2,300**
400	Fleet	5,870 - 6,370	5,910	6,354
	Circulation or Common Space	1,330 - 1,830	1,490	846
		7,200 - 8,200	**7,400**	**7,200**
500	Building Maintenance	842 - 1,230	1,196	1,438
	Circulation or Common Space	258 - 470	404	162
		1,100 - 1,700	**1,600**	**1,600**
600	Water & Sewer	1,502 - 1,910	1,696	2,029
	Circulation or Common Space	498 - 690	604	271
		2,000 - 2,600	**2,300**	**2,300**
700	Forestry	1,002 - 1,270	1,196	1,438
	Circulation or Common Space	298 - 430	404	162
		1,300 - 1,700	**1,600**	**1,600**
800	Vehicle Storage - Phase 1 (current needs)	22,543 - 22,543	22,543	23,835
	Circulation or Common Space	-43 - -43	-43	665
		22,500 - 22,500	**22,500**	**24,500**
	Net Programmed Square Foot Area	**41,399 - 48,699**	**46,881**	**50,321**
	% of Gross Area that is Circulation or Common Space	12.48% - 17.74%	15.83%	8.34%
	Circulation or Common Space [1]	**5,901 - 10,501**	**8,819**	**4,579**
	Gross Square Feet	**47,300 - 59,200**	**55,700**	**54,900**
900	Vehicle Storage - Phase 2 (2050 projected)	20,240 - 20,240	18,584	18,584
	Circulation or Common Space	-40 - -40	16	416
		20,200 - 20,200	**18,600**	**19,000**
	Net Programmed Square Foot Area	**61,639 - 68,939**	**65,465**	**68,905**
	% of Gross Area that is Circulation or Common Space	8.68% - 13.18%	11.89%	6.76%
	Circulation or Common Space [1]	**5,861 - 10,461**	**8,835**	**4,995**
	Gross Square Feet	**67,500 - 79,400**	**74,300**	**73,900**

2020-022_Montgomery PW Final Building Space Program.xlsx
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TASK 7 - COST ESTIMATE - PROGRAMMING PHASE

- Based on the program, develop an order of magnitude cost estimate for the project.
- Cost estimate early on to provide a "ballpark" estimate of construction as well as total project costs.
- If the estimate exceeds the City's budget, we can go back to Task 6 and revise the program if necessary.

FINAL ORDER OF MAGNITUDE COST ESTIMATE:
PROGRAMMING PHASE

WILLIAMS ARCHITECTS — Architecture | Planning | Aquatics | Interiors

Village of Montgomery
New Public Works Facility — Project #: 2020-022
3-Aug-2020 — Revised: 19-Oct-2020

PART 1 - BASE BID PROJECT ESTIMATE

I. BUILDING CONSTRUCTION

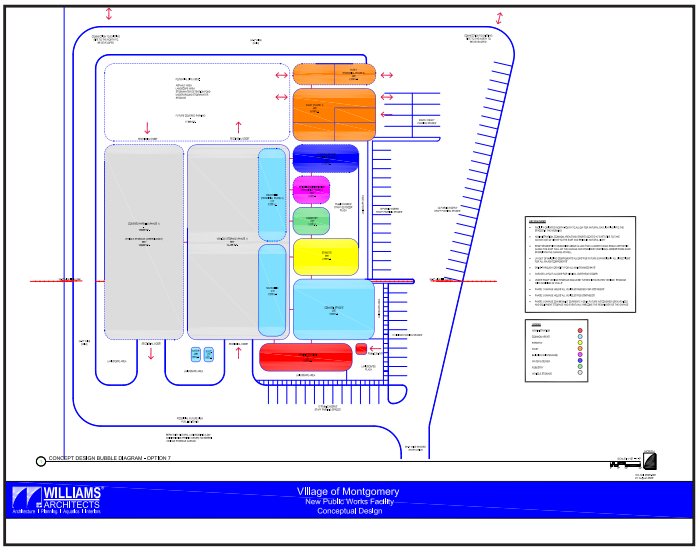
	AREA / SPACE DESCRIPTION	SIZE	UNIT	LOW	HIGH		HIGH COST
A.	**Administration**						
100	Entry Vestibule	141	s.f.	$160	$210	$ 22,560	$ 29,610
101	Waiting Area	86	s.f.	$160	$210	$ 13,760	$ 18,060
102	Administrative Assistant Workstation	96	s.f.	$160	$210	$ 15,360	$ 20,160
103	Office Clerk Workstation	96	s.f.	$160	$210	$ 15,360	$ 20,160
104	Water Superintendent's Office	120	s.f.	$160	$210	$ 19,200	$ 25,200
105	Street Superintendent's Office	120	s.f.	$160	$210	$ 19,200	$ 25,200
106	Public Works Director's Office	260	s.f.	$160	$210	$ 41,600	$ 54,600
107	Future Office	200	s.f.	$160	$210	$ 32,000	$ 42,000
108	Future Office	200	s.f.	$160	$210	$ 32,000	$ 42,000
109	Conference Room	280	s.f.	$160	$210	$ 44,800	$ 58,800
110	Plan / Work / Copy Area	249	s.f.	$160	$210	$ 39,840	$ 52,290
111	File / General Storage Room	254	s.f.	$160	$210	$ 40,640	$ 53,340
112	Coffee Counter	20	s.f.	$160	$285	$ 3,200	$ 5,700
113	I.T. / Server Room	70	s.f.	$160	$210	$ 11,200	$ 14,700
114	Staff Toilet Room	70	s.f.	$170	$285	$ 11,900	$ 19,950
115	Staff Toilet Room	70	s.f.	$170	$285	$ 11,900	$ 19,950
116	Janitor Closet	50	s.f.	$150	$210	$ 7,500	$ 10,500
117	Coat Closet	16	s.f.	$150	$210	$ 2,400	$ 3,360
-	Grossing Factor (walls, etc.)	902	s.f.	$150	$210	$ 135,300	$ 189,420
	Administration Subtotals	**3,300**	**s.f.**	**$157**	**$214**	**$ 519,720**	**$ 705,000**
B.	**Common Areas**						
200	Public Unisex Toilet Room	64	s.f.	$170	$300	$ 10,880	$ 19,200
201	Public Unisex Toilet Room	64	s.f.	$170	$300	$ 10,880	$ 19,200
202	Lunch / Multi-Purpose Room	1,425	s.f.	$170	$245	$ 242,250	$ 349,125
203	Electrical Service Room	160	s.f.	$150	$200	$ 24,000	$ 32,000
204	Water Service Room	160	s.f.	$150	$200	$ 24,000	$ 32,000
205	Locker Room	1,139	s.f.	$160	$300	$ 182,240	$ 341,700
206	Mud Room	236	s.f.	$170	$300	$ 40,120	$ 70,800
207	Shower / Toilet / Changing Room	100	s.f.	$170	$300	$ 17,000	$ 30,000
208	Shower / Toilet / Changing Room	100	s.f.	$170	$300	$ 17,000	$ 30,000
209	Mezzanine Mechanical / Storage	6,300	s.f.	$75	$90	$ 472,500	$ 567,000
210	Mezzanine Access Elevator Shaft	52	s.f.	$150	$200	$ 7,800	$ 10,400
211	Wellness Center	800	s.f.	$150	$245	$ 120,000	$ 196,000
212	Wellness Toilet / Shower Room	100	s.f.	$170	$300	$ 17,000	$ 30,000
213	Wellness Toilet / Shower Room	100	s.f.	$170	$300	$ 17,000	$ 30,000
-	Grossing Factor (walls, etc.)	1,300	s.f.	$150	$245	$ 195,000	$ 318,500
	Common Areas Subtotals	**12,100**	**s.f.**	**$116**	**$172**	**$ 1,397,670**	**$ 2,075,925**
C.	**Streets**						
300	Shop / Storage	868	s.f.	$150	$200	$ 130,200	$ 173,600
301	Supervisor's Office	120	s.f.	$150	$200	$ 18,000	$ 24,000
302	Paperwork Counter	113	s.f.	$150	$200	$ 16,950	$ 22,600
303	Tool Storage Room	163	s.f.	$150	$200	$ 24,450	$ 32,600
304	Storage Mezzanine	565	s.f.	$75	$90	$ 42,375	$ 50,850
305	Sign Storage Room	100	s.f.	$150	$200	$ 15,000	$ 20,000
306	Shower / Changing / Toilet Room	100	s.f.	$150	$200	$ 15,000	$ 20,000
-	Grossing Factor (walls, etc.)	271	s.f.	$150	$200	$ 40,650	$ 54,200
	Streets Subtotals	**2,300**	**s.f.**	**$132**	**$173**	**$ 302,625**	**$ 397,850**
D.	**Fleet**						
400	Wash Bay	1,125	s.f.	$150	$200	$ 168,750	$ 225,000
401	Wash Bay	1,125	s.f.	$150	$200	$ 168,750	$ 225,000
402	Heavy Maintenance Bay	990	s.f.	$150	$200	$ 148,500	$ 198,000
403	Heavy Maintenance Bay	990	s.f.	$150	$200	$ 148,500	$ 198,000
404	Light Maintenance Bay	560	s.f.	$150	$200	$ 84,000	$ 112,000
405	Supervisor's Office / Shop Manuals	230	s.f.	$150	$200	$ 34,500	$ 46,000
406	Fluids Room	200	s.f.	$150	$200	$ 30,000	$ 40,000
407	Shower / Changing / Toilet Room	120	s.f.	$170	$300	$ 20,400	$ 36,000
408	Parts Storage	167	s.f.	$150	$200	$ 25,050	$ 33,400
409	Tool Storage Room	167	s.f.	$150	$200	$ 25,050	$ 33,400
410	Tire Storage Area	80	s.f.	$150	$200	$ 12,000	$ 16,000
411	Welding and Fabrication Area	600	s.f.	$150	$200	$ 90,000	$ 120,000
-	Grossing Factor (walls, etc.)	846	s.f.	$150	$200	$ 126,900	$ 169,200
	Fleet Subtotals	**7,200**	**s.f.**	**$150**	**$202**	**$ 1,082,400**	**$ 1,452,000**
E.	**Building Maintenance**						
500	Shop / Storage	477	s.f.	$150	$200	$ 71,550	$ 95,400
501	Supervisor's Office	120	s.f.	$150	$200	$ 18,000	$ 24,000
502	Paperwork Counter	113	s.f.	$150	$200	$ 16,950	$ 22,600
503	Tool Storage Room	163	s.f.	$150	$200	$ 24,450	$ 32,600
504	Storage Mezzanine	565	s.f.	$75	$90	$ 42,375	$ 50,850
-	Grossing Factor (walls, etc.)	162	s.f.	$150	$200	$ 24,300	$ 32,400
	Building Maintenance Subtotals	**1,600**	**s.f.**	**$124**	**$161**	**$ 197,625**	**$ 257,850**
F.	**Water & Sewer**						
600	Shop / Storage	968	s.f.	$150	$200	$ 145,200	$ 193,600
601	Supervisor's Office	120	s.f.	$150	$200	$ 18,000	$ 24,000
602	Paperwork Counter	113	s.f.	$150	$200	$ 16,950	$ 22,600
603	Tool Storage Room	163	s.f.	$150	$200	$ 24,450	$ 32,600
604	Storage Mezzanine	565	s.f.	$75	$90	$ 42,375	$ 50,850
605	Shower / Changing / Toilet Room	100	s.f.	$170	$200	$ 17,000	$ 20,000
-	Grossing Factor (walls, etc.)	271	s.f.	$150	$200	$ 40,650	$ 54,200
	Water & Sewer Subtotals	**2,300**	**s.f.**	**$132**	**$173**	**$ 304,625**	**$ 397,850**
G.	**Forestry**						
500	Shop / Storage	477	s.f.	$150	$200	$ 71,550	$ 95,400
501	Supervisor's Office	120	s.f.	$150	$200	$ 18,000	$ 24,000
502	Paperwork Counter	113	s.f.	$150	$200	$ 16,950	$ 22,600
503	Tool Storage Room	163	s.f.	$150	$200	$ 24,450	$ 32,600
504	Storage Mezzanine	565	s.f.	$75	$90	$ 42,375	$ 50,850
-	Grossing Factor (walls, etc.)	162	s.f.	$150	$200	$ 24,300	$ 32,400
	Forestry Subtotals	**1,600**	**s.f.**	**$124**	**$161**	**$ 197,625**	**$ 257,850**

TASK 8 - SITE EVALUATION ANALYSIS

- Work with the City and the City Engineer to determine potential available land areas for the construction of a new facility. Sites to be evaluated include:
    - 610 Tower Lane / 609 North Bridge Street
    - 185 Wolf Street
    - Kendall Marketplace 8 acre site
- Provide Architectural Site Analyses of each of the potential sites.
- Develop Conceptual Design Site Plans of the preferred option on each site.
- City to provide any civil review by its consultant E.E.I.

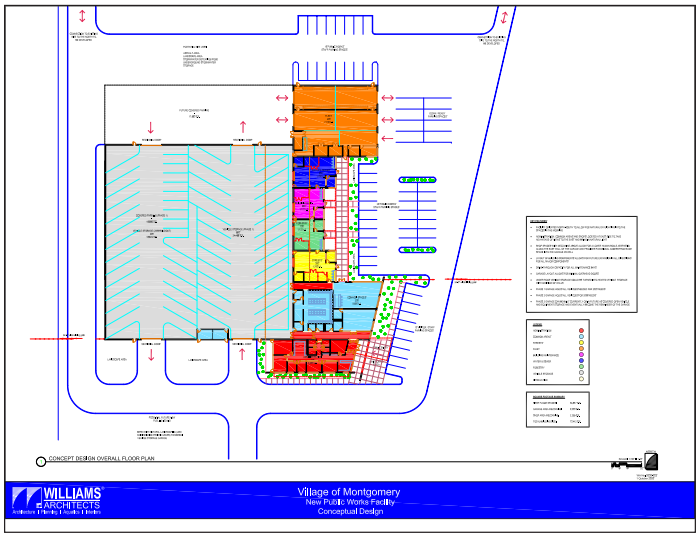
TASK 9 - FUNCTIONAL ADJACENCIES AND BUBBLE DIAGRAMS

- Develop several Bubble Diagrams to document and illustrate adjacencies between various spaces.
- Options will be developed for a variety of scenarios, including:
    - Ultimate Public Works and Park Maintenance Facility to serve a 20-year growth projection.
    - Public Works Facility only to serve a 10-year growth projection.
    - Public Works Facility to serve current needs plus a growth projection to be determined during the process.
- Present Bubble Diagram options to the City in a meeting and address any needed modifications.
- Submit final Bubble Diagrams to illustrate the desired scope of work for each scenario before moving into the next task.



TASK 10 - CONCEPTUAL DESIGN

- Develop Conceptual Design options based upon the Bubble Diagrams in the previous task.
- Present Conceptual Design options to the City staff for input.
- Refinements to the Conceptual Design options.
- Determination of Preferred Conceptual Design option.
- Presentation of the Final Concept Design to the City staff.



TASK 11 - COST ESTIMATING

- Cost estimate for each Conceptual Design option.
- Cost estimates to be based on similar past experience as well as industry-standard square foot costs.
- Cost estimate for the Final Concept Design.

TASK 12 - PROJECT SCHEDULE

- Create a proposed Project Schedule for all design phases as well as construction.
- Project Schedules will be developed for each of the following scenarios:
    - Ultimate Public Works and Park Maintenance Facility to serve a 20-year growth projection.
    - Public Works Facility only to serve a 20-year growth projection.
    - Public Works Facility to serve current needs plus a growth projection to be determined during the process.

TASK 13 - CITY COUNCIL PRESENTATION

- Work with City staff to create a final presentation to the City Council.
- Participate in the presentation with the staff and answer any questions.
- Make any revisions to the work completed if necessary.
- Receive direction from the City Council as to which of the three (3) scenarios described above to move forward with in the future phases described below.
- Provide final planning notebook (hard copy & electronic).

Once the planning study is approved and the City determines to move ahead with final design and construction, Williams is prepared to begin its Basic Design Services to successfully complete the project.

PHASE II - SCHEMATIC DESIGN (Future)

TASK 1 - SCHEMATIC DESIGN

- Review mechanical, electrical, plumbing and fire protection system requirements, options, and costs.
- Assist the City in the procurement of a site survey and a geotechnical report as needed.
- Prepare preliminary schedules, code analysis, construction and FF&E budgets.
- Prepare a set of Schematic Design documents consisting of:
    - Site Plan.
    - Floor Plan(s).
    - Exterior Elevations.
    - Building and Wall Section(s).
    - Written Architectural, Civil, Structural, and M.E.P./F.P. Systems Narratives.
- Present the Design to the City Council for approval before moving to the next phase.

PHASE III - DESIGN DEVELOPMENT (Future)

TASK 1 - DESIGN DEVELOPMENT

- Prepare Design Development drawings to illustrate the size, character and appearance of the project, including architectural, interiors, furniture, civil, structural, mechanical, electrical, plumbing, fire protection, security and communications systems.
- Prepare outline specifications.
- Develop system description narratives to provide a detailed understanding of the proposed systems.
- Work with the City's construction consultant to prepare a detailed cost estimate of the project.

PHASE III - DESIGN DEVELOPMENT (Future)

TASK 1 - CONSTRUCTION DOCUMENTS

- Prepare Construction Documents consisting of the final drawings and specifications.
- Submission of 50% and 95% Construction Documents to the City for formal review.
- City Review Meetings and formal response to all City Review comments.
- Assist City's cost consultant in the permitting process.
- Multi-week Quality Control review.
- Present the final Construction Document to the City Council prior to release for bidding.

TASK 2 - BIDDING AND NEGOTIATION

- Issue the Construction Documents to the City's construction consultant.
- Attend a pre-bid conference, answer questions and issue addenda as necessary.
- Attend the bid opening and evaluate bids.

TASK 3 - CONSTRUCTION ADMINISTRATION

- Visit the site throughout the construction phase to observe progress and attend job meetings.
- Prepare field observation reports documenting project progress and running "punch list."
- Review shop drawings and submittals, product data and samples.
- Review payout requests as submitted by the construction consultant.
- Provide written response to Requests for Information ("RFI's").
- Provide a "punch list" of outstanding items that need to be completed, revised or corrected.
- Create and distribute the Certificate of Substantial Completion.
- Re-inspect the facility to make sure all "punch list" items have been addressed to the City's satisfaction.
- 11-month Warranty Walkthrough with the City.

ADDED VALUE FINANCE & BONDING CONSULTING

- Stifel Financial Corp. can assist the City with analyzing and determining a plan to secure the funding for this project.
- This process would occur concurrently with the facility planning process.

Standard Project Schedule

STANDARD APPROACH - 3 Months

- Add Two weeks with added financial / funding assistance.

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Potentital Alternative Approach

ALTERNATIVE SCOPE OF SERVICES

The Scope of Services that we have proposed is based on the Request for Qualifications as well as our experience in these types of projects. We understand that the City of Yorkville is interested in exploring any potential alternatives to limit the City's costs of this study, while still providing useful materials and knowledge that will be to provide the City with the information needed to determine what improvements, if any, need to be made to the Public Works and Parks Maintenance facilities.

We would propose an abbreviated process, with the study being completed in 30 - 40 days.

With this in mind, our Alternative Scope of Proposed Services are described as follows:

PHASE I – PRE-DESIGN SERVICES

WEEK 1 - INFORMATION GATHERING / OBSERVATION

- Project kick-off meeting.
- Owner provides requested data.
- City staff to provide the current staffing, vehicles and equipment utilized by Public Works.
- Tour of other area Public Works Facilities.
- Visit to observe morning startup at Public Works and Park Maintenance Facilities.

WEEK 2 - SPACE PROGRAMMING

- 3 Day Charette with Williams Architects and WRA to review space needs.
- Determine current, 10 and 20-year projected staffing needs.
- Provide draft space programs for current, 10-year and 20-year needs.

WEEK 3 - STAFF APPROVE SPACE PROGRAM

- Compare the City of Yorkville population and public works staff with similar communities.
- Plan for ultimate staff size at 20-year maximum buildout.
- Refine space program.
- Provide rough initial project budget to guide space program.
- Staff approval of phased space program.

WEEK 4 - SITE INVESTIGATION

- Prepare sketches of improvements - existing public works site and 8-acre site to verify whether or not the site(s) are adequate.
- Review with staff and further develop workable options.
- Provide blocking diagrams for the site(s) and buildings.
- Provide full project budget for the selected option / phasing.

WEEK 5 - WRAP-UP AND APPROVAL

- Staff review and comment on documents submitted.
- Provide final refinements, present to City Council and add executive summary.

Alternative Project Schedule

ALTERNATE / CHARRETTE APPROACH - 1 Month

- First Week: Data gathering, on-site observation and facilities tour.
- Second Week: Space needs Charette.
- Third Week: Finalize space program with budget.
- Fourth Week: Site evaluations Charette / Recommendations.

References

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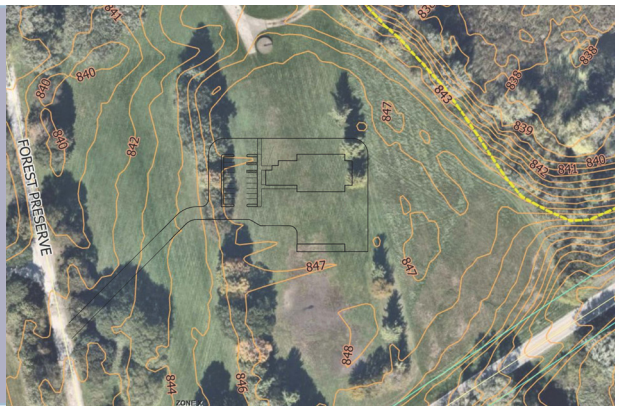
References

LAKEWOOD FOREST PRESERVE
NET ZERO MAINTENANCE FACILITY

CONTACT:
John Nelson
Director of Operations & Infrastructure
(847) 968-3407
jenelson@lcfpd.org



SKOKIE PARK DISTRICT
THE PUBLIC SERVICES CENTER

CONTACT:
Michelle Tufts
Executive Director
(847) 674-1500
mjtift@skokieparks.org

NAPERVILLE PARK DISTRICT
KNOCH PARK MAINTENANCE FACILITY

CONTACT:
Eric Shutes
Director of Planning
(630) 848-5014
eshutes@napervilleparks.org

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The Williams Advantage

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What separates the Williams Architects Team from its competitors is our in-depth understanding of what it takes to do a project of this type. We are recognized experts in maintenance facility planning and energy efficient design. We are comprised of experienced and talented staff with the capacity to meet your goals, and are dedicated to fully achieving your goals. The awards that our projects receive and the references from our clients are a testament to our success.

We understand the importance of seeking a skilled professional team with a quick response, cost control, solid project management, and personal service. We believe the Williams Architects Team incorporates all these benefits into our projects by providing in-house planning, architecture, and interior design services that are exact, practical, functional, cost-effective, schedule sensitive, and visually attractive.

Our team is highly confident that we can offer everything the United City of Yorkville and this Public Works & Park Maintenance Facilities analysis project need to succeed, which we believe distinguishes us from other architects and makes us an excellent fit for this project. As indicated in our response to your request for qualifications, our experience is extensive and boasts a track record that consists of highly successful projects.

Be assured, the Williams Architects Team will listen carefully, learn your goals, adopt them as our own, and work diligently to achieve your goals. We are a client-oriented team, committed to developing a thorough understanding of our clients and their project needs. We will provide a design solution that establish a visual identity in harmony with the environmental context of your project that reflects and respects the character of the United City of Yorkville.v

Thank you for your consideration.

QUALITY PEOPLE SERVICE

500 Park Boulevard, Suite 800
Itasca, IL 60143
630.221.1212
www.williams-architects.com

THE STEWARDS OF YOUR VISION

WOLD ARCHITECTS & ENGINEERS

IN PARTNERSHIP WITH

KUENY ARCHITECTS

UNITED CITY OF YORKVILLE

Qualification Proposal(s) for the Analysis of the Public Works & Park Maintenance Facilities

March 12, 2021

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D | APPROACH 20
E | WHY WOLD-KUENY? 27

March 12, 2021

Ms. Carri Parker, Purchasing Manager
United City of Yorkville
cparker@yorkville.il.us

RE: Qualifications Proposal(s) for the Analysis of the Public Works & Parks Maintenance Facilities

Dear Ms Parker and Members of the Selection Committee:

On behalf of the Wold-Kueny Team, we are pleased to present the United City of Yorkville with this response to your Request for Qualification for Analysis of the Public Works and Park Maintenance Facilities.

We understand that the City is seeking a highly experienced firm specializing in an assessment of Public Works Facilities, sites and operations. For this purpose, Wold Architects and Engineers and Kueny Architects, LLC are teaming to provide a combined regional and national expertise to the United City of Yorkville that will result in comprehensive analysis of your current and future needs.

For more than 53 years, Wold Architects and Engineers has assisted our municipal and governments clients to assess, plan, and design public works facilities. We are currently working with the Village of Palatine and the Palatine Park District to analyze their space needs and plan for capital improvements to their shared public works maintenance facility. Wold understands the functional and operational requirements of projects like yours, and our interdisciplinary team of architects and engineers will work closely with your staff and users to understand the inner workings of your facilities.

Kueny Architects, LLC has more than 60 years of experience partnering with similar public sector clients. They have distinguished themselves by focusing a majority of their work assisting public works and fleet service entities achieve highly functional and efficient results, and will offer valuable insights relative to how a well designed building can result in operational cost savings for the City.

Together, the Wold-Kueny Team is dedicated to coming along-side the City of Yorkville to foster wholehearted collaboration and engagement. The individuals presented in this proposal will be your team from Day 1 and through the entire assessment process. This commitment of consistent, expert teaming is a response to our common philosophy to provide our clients with a level of service that exceeds expectations. That is the commitment we are pledging to the City of Yorkville – we want to be your Architectural team for this exciting project!

We look forward to the opportunity to meet with representatives from the United City of Yorkville in person to discuss the Wold-Kueny Team's capabilities. Please feel free to contact Matt Bickel with any questions.

Sincerely,

Wold Architects and Engineers

Matt Bickel | AIA, LEED AP
Partner-In-Charge
c 847 609 0310
mbickel@woldae.com

Kueny Architects, LLC

Jon Wallenkamp, AIA, ALA
Fleet and Maintenance Planner

FIRM DESCRIPTION

WOLD ARCHITECTS AND ENGINEERS

wold architects and engineers
220 N. Smith St. Suite 310
Palatine, Illinois 60067
www.woldae.com
t 847 241 6100 | **f** 847 241 6105

main contact
Matt Bickel, AIA, LEED AP
Lead Project Architect
c 847 609 0310
mbickel@woldae.com

date founded | 1968

type of org. | Corporation

office locations | Illinois, Minnesota, Colorado, Tennessee

about us

For 53 years, Wold has been committed to delivering exceptional, long-term service to public sector clients who dedicate their work to their communities.

With client service as a focus, we take a long-term posture of keeping our clients' interests as our goal. We believe our role is much more than just a facility designer. Because facility issues are ongoing, we offer our continuing support from initial space needs analysis, through design and construction, continuing through post-occupancy. Wold firmly believes that every project should be designed to meet the unique values and criteria of the community it serves. We will do this by engaging all of your stakeholders (administration, staff, partner agencies, community members, etc.) in user input meeting in order to ensure that there is complete buy-in on the resulting facility. This type of inclusive planning results in better projects and contributes to a legacy of facility pride that remains long after the initial occupants are gone.

staffing	total	il
Licensed Architects	63	10
Graduate Architects	112	12
Registered Engineers	18	1
Graduate Engineers	48	2
Interiors	11	0
Administrative Support	43	1
Total	*302*	*26*

services wold offers | Long-Range Planning, Strategic Facility Planning, Pre-Design Program & Verification, Space Adequacy Evaluation, Site & Facility Analysis, Interior Design & Space Planning, Architectural Design, Contract Documents, Security Analysis, Color & Material Selection, Sustainable Design, Mechanical & Electrical Engineering, Cost Estimating & Management, Quality Review, Bidding & Contract Review, Best Value Procurement, Comprehensive Construction Administration, Project Close Out & Archiving, Continuous Post-Occupancy Follow-Through, Utility Tracking & Analysis

FIRM DESCRIPTION

KUENY ARCHITECTS

Kueny Architects, LLC
10505 Corporate Drive Suite 100
Pleasant Prairie, WI 53158
t 262 857 8101

main contact

Jon Wallenkamp, AIA, ALA
c 262 857 8101
jonw@kuenyarch.com

date founded | 1959
legal status | Corporation
ownership | Privately Owned
website | www.kuenyarch.com

partners

Jon P. Wallenkamp, AIA, ALA – Partner in Charge
John F. Schmidbauer, PE

about us

Kueny Architects, LLC is a full service Architectural & Engineering firm located in southeastern Wisconsin.
Founded in 1959 by local architect Robert M. Kueny, Kueny Architects has experience in a wide range of building types. Recently marking its 60th year, the firm has completed over three million square feet of Government Projects across the Midwest in the last 29 years. Our Project Team consists of partners, Jon Wallenkamp, architect and John Schmidbauer, engineer, who have been working together for over 29 years on all the facilities included in this submittal.

lower construction cost per square foot

The average total cost for our Public Works buildings range from $95 - $125 per square foot, (See Similar Projects). This includes salt storage and fueling facilities. Based on our experience in completing dozens of similar facilities across the Midwest, our Municipal Facilities typically cost 10% - 20% less for first class facilities. Due to this experience, we are confident we can arrive at a design with a substantially lower cost per square foot than any of our competitors.

projects are completed with less than 1% in change orders

The fact that our projects are completed with less than 1% in change orders indicates the success of our upfront planning and understanding with all parties. It also reflects the accuracy and detail in our drawings and specifications and the success of our construction oversight. All members on the team are alert to all aspects of the design and know when to ask questions of other team member's work, giving each project many internal reviews of the entire design package.

lower architectural/engineering design fees

Typically, our design costs are on the lower end of the scale, with absolutely no sacrifice in experience and skill. Secondly, our buildings are less costly to construct for a very high level of quality. The bottom line is that the overall project budget is left with more dollars that can be invested in the facility and its operation. We encourage you to contact the users of these buildings to discuss this advantage first hand.

PROPOSED TEAM ORGANIZATION

CITY OF YORKVILLE

Wold and Kueny have formed a partnership in order to present the City of Yorkville with unmatched expertise, and to bring outstanding value to both the operational assessment and the planning, design and construction of public works facilities.

Your contract will be with Wold Architects and Engineers and this project will be lead by our Palatine, Illinois office.

availability statement

All team members are available to begin work on the project upon notification of our selection. Each partner of the Wold-Kueny Team works diligently to manage workload for the number of staff employed at any time. We understand that our workload needs to match our availability in order to provide our clients with exceptional service, quality, and experience.

WOLD + KUENY TEAM

LEADERSHIP

matt bickel | Partner-in-Charge
kirsta ehmke | Project Manager
jon wallenkamp | Fleet and Maintenance Facility Planner

IN-HOUSE ASSESSMENT

roger thompson | Fleet and Maintenance Operations Specialist
jeff schoenborn | Planning, Fleet and Maintenance Facility and Operations Specialist Assistant
matt verdun | Mechanical Engineer
bradley johannsen | Electrical Engineer

Plus over 300 dedicated professional & administrative team members

SUBCONSULTANT TEAM

todd roberts | MeritCorp Group, LLC- Site & Civil Engineering
doug loeffler | Loeffler Construction & Consulting- Cost Estimating

PARTNER-IN-CHARGE

MATT BICKEL, *AIA, LEED AP*

north dakota state university | Bachelor of Architecture
north dakota state university | BS, Environmental Design

Matt's experience spans the breadth of municipal and public sector project types, from facility conditions assessments and long-range planning, to complex renovations and additions, to new facilities. As Partner-in-Charge, he will coordinate all of the communication and work with the team to develop options, analyze impacts, and keep a constant eye on the budget and schedule to ensure that your expectations are understood and surpassed. Matt will take a hands-on approach to the management of the facilities assessment, and will remain your consistent point of contact from start to finish.

village of palatine
Village Hall Remodel
Combined Service Facility Remodel

palatine park district
Community Center Exerior Renovation
Birchwood Exterior Improvements
Birchwood HVAC Upgrades

northwest water commission
Building Addition & Renovation

village of buffalo grove
Village-wide Facility Condition & Space Needs Assessment
Public Works Facility Relocation
Fire Station No. 25 Bunk Room Remodel
Police Station Interview / Break Room Remodel
Fire Station No. 26 Generator Replacement

comed
Libertyville Vehicle Storage Facility
Maywood Vehicle Storage Facility
Fleet Maintenance Building Prototype (6 Sites)

city of dekalb
Water Department Remodel

dekalb township
Highway Department Addition & Remodel

city of woodstock
New Public Work Facility
Old Firehouse Annex Remodel
Community Message Board

state of illinois
IDOT Eisenhower Maintenance Facility

village of schaumburg
Airport Toilet Room Remodel
Village Hall Flooring Study

northwest central dispatch
Facility Assessment
Exterior Security Improvments
Roof Replacement
Window Replacement

village of north aurora
New Police Facility

city of berwyn
New Fire Station No. 2

cook county
Department of Homeland Security Emergency Operations Center

PROJECT MANAGER

KIRSTA EHMKE, *AIA*

university of kansas | Bachelor of Fine Arts, Industrial Design
university of illinois | Masters of Architecture

Kirsta has experience across a wide range of government project types, from facilities and long-range planning, to complex renovations and additions, to new facilities. As Project Manager, she will coordinate all of the communication between disciplines and work with the team to develop options, analyze impacts, and keep a constant eye on the budget and schedule to ensure that your expectations are understood and surpassed.

scott county (ia)
New Sheriff's Patrol Building
New 911/EOC Space Needs Study
Scott Emergency Communications Center
911 Back-up Renovations
County-wide Space Study
ADA Accessibility Survey
Secondary Roads Needs Assessment
Courthouse Renovations Phase 1 & 2
Courthouse Renovations Phase 3 & 4
Departmental Shift Space Study
Administrative Bldg 1st Floor Renovations
Juvenile Detention Expansion

city and county of denver
Jail Buildout and Renovation
911 Needs Analysis

mchenry county
Health Department Space Program Study
Circuit Clerk Breakroom Renovation,
911 Renovation

bureau county
Courts and Jail Needs Assessment

lake county (in)
911 Needs Assessment/Space Study
911 Relocation and Renovation

lake county
Courts Annex Renovation

village of north aurora
New Police Facility

cook county
Department of Homeland Security
and Emergency Management Agency
Relocation

city of lake in the hills
Vehicle Garage Addition and Office
Renovation

city of dubuque (ia)
911 Needs Assessment

city of dekalb
City Hall Addition & Police Renovation
Master Plan

village of palatine
Village Hall Renovation
Combined Service Facility Remodel

kane county
911/OEM Office Relocation

FLEET AND MAINTENANCE FACILITIES PLANNER

JON WALLENKAMP, *AIA, ALA, NCARB*

university of wisconsin, milwaukee | BS, Architecture

Jon has spent his entire career working with municipalities enhancing their operational efficiencies through facility programming and design. Jon has programmed new Public Works Facilities ranging from 5,000 sq/ft to 350,000 sq/ft. The facilities his team produces have proven to save thousands of dollars in initial costs and as much for the life of the facility. Jon's design focus is on how facility improvements can enhance a client's overall service delivery and how the efficiency gained can justify the expense of those improvements.

city of aurora
New Public Works

city of oshkosh
Public Works Facility

cedar rapids
Public Works Facility

city of des moines
Public Works Facility

city of davenport
Public Works Center
CitiBus Expansion & Renovation

city of cedarburg
Public Works Facility

city of elkhorn
Public Works Facility

city of sterling height
Public Works Facility

waterloo, iowa
Public Works Facility

village of bayside
Public Works Facility

kenosha county
Kenosha County Center
Molinaro Building

city of mequon
Facility Planning Study
Highway Division Addition

city of dubuque
Municipal Service Center

city of kenosha
McCarthy Transit Center ECIA / RTA
Joint Operations Center

village of grafton
Operations Center

city of moline
Municipal Service Center

city of burlington
Service Center

waukesha county
Storage Building

dane county
East Campus Master Plan
Highway Facility / Site Design
Landfill Biogas Storage Facility

village of palatine
Village Hall Renovation
Combined Service Facility Remodel

FLEET AND MAINTENANCE OPERATIONS SPECIALIST

ROGER THOMPSON

fox valley techincal college | BS, Architecture

Roger will be the primary person involved with the execution of this assignment. He is the Fleet and Facilities Specialist for The Kueny/EMD/Wold Team. Roger has worked in the fleet consulting arena for the past 30 years, prior to which he was the fleet manager for two large mid-western municipality authorities. Roger is active on at a national level with the American Public Works Association (APWA), and also a member of the Association of Equipment Management Professionals where he is an instructor for the Certified Equipment Manager (CEM) certification program. Over the years, he has provided quality fleet management consulting service, operational based planning of fleet repair shops to all aspects of government including federal, state agencies, cities, counties, school districts, municipal utilities, and public authorities, as well as for colleges and universities.

city of thorton
Fleet Management

city & county of denver
Fleet Management

city of lynchburg
Public Works

city of hutchinson
Public Works Facility

city of sturgis
Public Works Facility

city of dubuque
Municipal Service Center

city of moline
Municipal Service Center

city of burlington
Service Center

city of oxnard
Fleet Management

city of elkhorn
Public Works Facility

city of mequon
Facility Planning Study
Highway Division Addition

village of sugar grove
Fleet Management

olmstead county
Fleet Management

waterloo, iowa
Public Works Facility

city of des moines
Public Works Facility

city of munising
Public Works Facility

city of iowa city
Facility Master Plan

lake county
DOT Weld Shop

city of carroll
Fleet Management

city of dover
Public Works

city of kansas city
Fleet Management

city of lawrence
Fleet Management

FLEET AND MAINTENANCE FACILITIES ASSISTANT TO SPECIALIST

JEFF SCHOENBORN

university of wisconsin, milwaukee | BS, Architecture
university of wisconsin, milwaukee | BA, Business Administration

Jeff Schoenborn will be assisting Mr. Thompson during the execution of this assignment as the Fleet, Operations and Facilities Specialist for the Wold-Kueny team. Jeff has worked in the facility planning and consulting field for the past 25 years.

city of lynchburg
Public Works

city of hutchinson
Public Works Facility

city of sturgis
Public Works Facility

city of dubuque
Municipal Service Center

city of moline
Municipal Service Center

city of burlington
Service Center

city of cedarburg
Public Works Facility

city of elkhorn
Public Works Facility

city of mequon
Facility Planning Study
Highway Division Addition

village of bayside
Public Works Facility

waukesha county
Storage Building

waterloo, iowa
Public Works Facility

city of des moines
Public Works Facility

city of munising
Public Works Facility

city of iowa city
Facility Master Plan

lake county
DOT Weld Shop

city of evansville
Public Works Facility

city of dover
Public Works

MECHANICAL ENGINEER

MATT VERDUN, *PE, LEED AP*

northern illinois university | BS – Mechanical Engineering

As Lead Mechanical Engineer, Matt will work closely with our in-house and out-house consultants to ensure the county's goals are achieved. Matt applies Wold's culture of responsiveness and communication to the engineering process to elevate our commitment to the client's experience. He will additionally bring a well-rounded outlook to understand the challenges of complex mechanical system modernization. He views coordination through a comprehensive lens to insure all disciplines of a design solution recognize one another's impact on the finished product.

village of palatine | Village Hall Renovation, Combined Service Facility Remodel

village of lake in the hills | Public Works Addition/ Renovation

city of woodstock | New Police Station, New Public Works Facility

state of illinois | IDOT Eisenhower Maintenance Facility

huntley park district | Park Maintenance Facility

palatine park district | Birchwood HVAC Upgrades, Cutting Hall HVAC Modifications, Family Aquatic Center HVAC Upgrades

ELECTRICAL ENGINEER

BRAD JOHANNSEN, *PE, LEED AP*

university of iowa | BS, Electrical Engineering

Bradley will ensure quality through all design phases of construction and guarantees uninterrupted service delivery for the life of the facility through efficient and reliable power systems. Bradley's experience in the public sector gives him a deep understanding of the high level expectations of sustainable and seamless electrical systems.

city of greeley | Police Records Facility

facility needs assessments | Galaxie Library Needs Assessment, Dakota County; Police & City Hall Space Needs Assessment, City of Burnsville; County-wide Needs Assessment, Scott County

city of new hope | City Hall & Police Space Needs Assessment, New City Hall & Police Facility

city & county of denver | Jail Build-out & Renovation

city of burnsville | Space Needs Assessment for City Facilities, Police & City Hall Additions/Renovations

PROPOSED TEAM ORGANIZATION

CITY OF YORKVILLE

SITE & CIVIL ENGINEERING

MERITCORP GROUP, LLC-

TODD ROBERTS

Mr. Roberts has over 30 years of experience in civil engineering consulting. As President, he oversees the operational activities of the firm. He is responsible for corporate strategy, client relations and business development initiatives.

As a senior project manager, Mr. Roberts also directs project managers and their staff in daily project and client initiatives while managing several key projects of his own. He is responsible for the management of all operations including project management, staff supervision, review/oversight of technical reports and plan sets, engineering design, quality control review, client relations and business development.

Mr. Roberts has developed an extensive body of knowledge and expertise in engineering design, quality control and project management. His project experience includes educational, residential, commercial, industrial and office developments. He is known for his commitment to the client and his common sense approach to design and problem solving.

COST ESTIMATING

LOEFFLER CONSTRUCTION & CONSULTING

DOUG LOEFFLER, *LEED AP*

As President and co-owner of Loeffler Construction & Consulting, Doug leads and delivers our pre-construction and construction services. Doug's integrity and passion for quality construction are second to none and serve as the cornerstone to what the company was built around.

With over 25 years of commercial construction experience, Wold relies on him even when a CM is contractually responsible for cost estimating. Doug remains in our projects from start to finish, adding a crucial balance ensuring that creative design solutions remain within the client's budget. With decades of successful projects completed, his passion guides each and every project to exceed expectations.

WOLD'S RECENT PUBLIC WORKS EXPERIENCE

IDOT EISENHOWER EXPRESSWAY VEHICLE MAINTENANCE FACILITY

CHICAGO, ILLINOIS

Wold was challenged to create a new, replacement vehicle maintenance and garage for a fleet of vehicles needing to be in operation 24/7 for the Illinois Department of Transportation.

The facility is designed to meet LEED Silver certification and includes 4 full-service bays, 2 wash bays, 16 large truck bays, a ready room, full locker rooms, parts room, general shop, and an office area.

The challenges addressed with this project include:

- Improved on-site traffic movement
- Increased site security and visibility
- Separation of office area from other areas of the building
- Improved accessibility to mezzanine spaces
- Removal of contaminants from the existing site
- Reduced energy consumption

total sf | 30,000 sf
construction cost | $5.9 M
completed | 2016
project type | New facility
references

Illinois Capital Development Board
Leonard E McGee, CDB Project Manager
312 814 1495

CITY OF BROOKLYN PARK O&M CAMPUS

BROOKLYN PARK, MINNESOTA

Wold Architects and Engineers was hired by the City of Brooklyn Park to be the architectural and engineering team on a master contract for phased renovation of their Operations & Maintenance campus.

renovating buildings a & b

Wold completed/implemented a master plan for modernizations to their buildings A&B. This 6,000 sf addition and 10,000 sf renovation includes renovated office space, lockers, storage spaces, and training spaces.

modernizing building c

Building C was in dire need of modernization. This project included adding 5,000 sf of new administrative space to Building C as well as renovating office, locker and training spaces.

replacing building d

Wold designed a 21,000 sf replacement building to store axle plow trucks and to create fabrication/storage space for their sign shop. The design includes a drive-through to minimize damage to walls and doors.

total sf | 42,000 sf (total)
construction cost | $5.2 M (total)
completed | 2018
project type | Addition/Renovation, Replacement Facility
reference

Dan Ruiz, Director of O&M
763 493 8047

CITY OF FARMINGTON PUBLIC WORKS

FARMINGTON, MINNESOTA

Wold was selected by the City of Farmington to design facilities for a North Municipal Campus.

The selected site provides convenient ready access to highways and is advantageous for public works and park department vehicles. The municipal water tower on site indicates a likely location for further water service buildings.

The building designed in brick, metal and precast concrete is harmonious with the rest of the campus. Berms, landforms and landscaping screen the visual impact of the Central Maintenance Facility on the surrounding residential neighborhood.

The design was dictated by the size and turning radii of the vehicles and machinery to be stored in the facility as well as the planning for expansion. Overall site landscaping uses patterned paving around the public entry, extending toward public parking, and is enhanced with trees and seasonal planting.

total sf | 45,000 sf
construction cost | $5.2 M
completed | 2002
project type | New Facility

references

Dave McKnight, City Administrator
651 280 6801

CITY OF WOODSTOCK PUBLIC WORKS

WOODSTOCK, ILLINOIS

Wold has enjoyed a longstanding relationship with the City of Woodstock since we were originally hired for a new police station project in the late 1990s. Based on pressing space needs and aging infrastructure, the city engaged Wold to design a new Public Works facility.

Wold evaluated the city's existing facilities and staffing to develop a space program for the new building. The result was a proposed 70,000 square-foot structure to accommodate storage and maintenance facilities for more than 50 of the city's vehicles. The design included adjacent wash bay, painting and welding shops, and ample storage for supplies and equipment. Office space for up to twenty administrative and engineering staff was also included, along with conference room and training areas, divisional "ready rooms," and locker rooms. For planning of the site, vehicle movement and material storage were given careful consideration to maximize the efficiency and safety of city staff.

total sf | 70,000 sf
construction cost | N/A
completed | 2010 (Concept Design only)
project type | Concept Design

references

Christina Betz, Public Works Director
815 338 6118

NORTHWEST WATER COMMISSION

DES PLAINES, ILLINIOS

Wold was hired by the Northwest Water Commission to evaluate their existing building and develop options for addressing existing space needs.

The NWC serves communities in the northwest suburbs of Chicago through distribution of Lake Michigan drinking water to member municipalities. Over the course of their existence, operation changes have put pressure on their existing facility. They were at a point where they needed to assess options for expanding their footprint to accommodate today's needs.

Wold worked closely with NWC staff to establish a space program that aligned with current and projected future space needs. This information was used to develop design options and budgets for consideration by the Board of Directors. The NWC approved moving forward with the recommendation to construct a new vehicle storage garage and new board room space, and to repurpose existing interior space for improved staff work environments.

total sf | 8,500 sf
construction cost | $3.6 M
completed | 2019
project type | Addition/Renovation
reference

Northwest Water Commission
Kevin Lookis, Executive Director
847 635 0777

HUNTLEY PARK DISTRICT MAINTENANCE FACILITY

HUNTLEY, ILLINOIS

Wold was hired to design and plan for a new, pre-engineered park maintenance building on a vacant area on Park District property.

Some Challenges for this project were solving complicated stormwater management by exploring multiple solutions to find an economical solution that also meets the Village's strict ordinances. With an accelerated timeline the success of this project relied on rapidly collecting information, regularly involving decision makers, producing accurate drawings, working with pre-engineered building vendors and streamlining village approvals.

The construction of this building freed up space within the community recreation center. Wold was retained to explore solutions that created large multipurpose rooms allowing the Park District to offer more programs which, in turn, generate additional revenue.

total sf | 11,250 sf
construction cost | $1.6 M
completed | 2017
project type | New Facility

references

Thom Palmer, Executive Director
12015 Mill Street

LAKE IN THE HILLS PUBLIC WORKS FACILITY

LAKE IN THE HILLS, ILLNIOS

Wold was hired to help the Village of Lake in the Hills Department of Public Works with an addition/renovation to their existing facility.

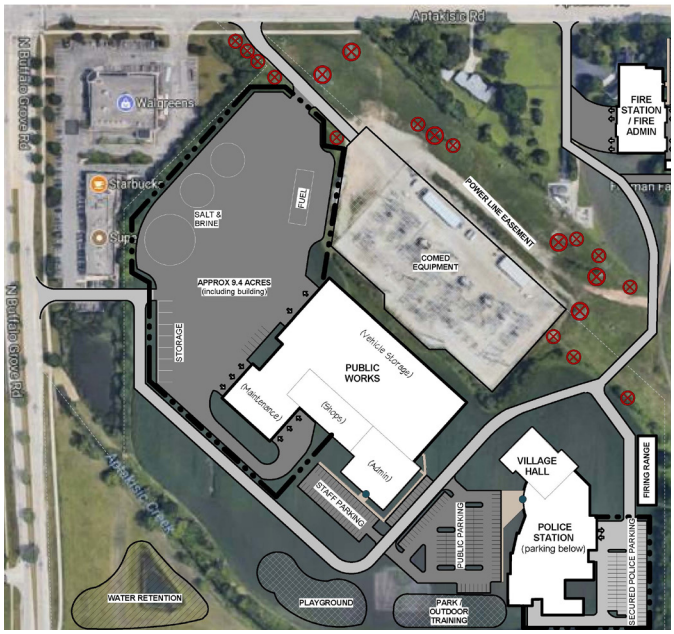
Additional office space as well as vehicle storage space was required to house their operations and allow better response to their community. Because of this need, the Village retained the services of a Wold and a local Construction Manager to help them through the entire design and construction process. The additions were designed to match the existing facility to maintain a unified appearance.

- Providing adequate storage space for vehicles & equipment
- Expanding administrative area to enhance workflow & productivity
- Maintaining a unified appearance in materials & finishes
- Reconfigure flow of operations to maximize quality of service
- *APWA - IL Chapter 2008 Project of the Year*
-

total sf | 22,000 sf
construction cost | $2.05 M
completed | 2008
project type | Addition/Renovation

references

Fred Mullard, Community Development Director
847 960 7501



VILLAGE OF BUFFALO GROVE SPACE NEEDS MASTER PLAN

BUFFALO GROVE, ILLINOIS

Buffalo Grove hired Wold on a 4-year architectural services retainer.

One of the first projects that Wold was tasked with was a Village-wide Space Needs Analysis to evaluate their current facility utilization and conditions, and to propose a long-term master plan for meeting the Village's functional and programmatic needs into the future.

As part of the process, Wold met with representatives for each division (user group) at all of the Village's facilities: Village Hall, Public Works, Police and three (3) Fire Stations. Input was gathered as to current staffing and operations, as well as forecasted changes to personnel and space needs. This information was analyzed to create a vision for the Village's overall present-day and future space needs. Additionally, Wold completed a facilities condition assessment of each of the Village's buildings.

total sf | 144,500 sf (6 Buildings)
construction cost | N/A
completed | 2017
project type | Study

references

Mike Skibbe, Director of Public Works
847 459 2545

KUENY'S PUBLIC WORKS EXPERIENCE

PROVEN TRACK RECORD OF COMPLETING MUNICIPAL FLEET OPERATION ASSESSMENTS

CITY OF OSHKOSH OPERATIONS CENTER

OSHKOSH, WISCONSIN

DPW and Traffic offices & training rooms. Vehicle storage & maintenance space for 65 large, 17 small, and 16 sanitation vehicles with support shops and wash bay. Site includes fuel island, bulk yard waste drop off site, salt shed, material bins & cold storage building

completed | 07/2015
total sf | 174,100 sf
final contract amount | $ 16.0 M
project type | Public Works

reference
Mr. Kevin Uhen, Field Operations Manager
920 232 5382

CITY OF CEDAR RAPIDS OPERATIONS CENTER

CEDAR RAPIDS, IOWA

Public Works, Engineering, Planning and Solid Waste offices for 160 workers and support areas for 209 field employees. Vehicle storage and maintenance for 270 DPW and Transit Vehicles.

completed | 09/2014
total sf | 326,400 sf
final contract amount | $19.1 M
project type | Public Works
reference
Mr. Mike Duffy, Streets Operations Manager
319 286 5873

CITY OF DES MOINES OPERATIONS CENTER

DES MOINES, IOWA

Parks and Engineering offices for 73 & training rooms. Vehicle storage and shops for 60 vehicles. Phase I of a two-phase project.

completed | 12/2014
total sf | 112,050 sf
final contract amount | $15.0 M
project type | Public Works
references
Mr. Jim Hoff, Facility Manager
515 248 6368

KUENY'S PUBLIC WORKS EXPERIENCE

facilities designed by kueny architects	Master Plan	Federal & State Compliance	Federal & State Funding Sources	Winter Climate	Office Areas	Vehicle Parking	Vehicle Maintenance	Vehicle Exhaust & Zoned Heating	Integrated Data & Security, AV	Wash Systems	Overhead Crane	Vehicle Lifts	Fuel Facility	CNG Vehicles- Storage/Service	Bulk Fluids	Salt Facility
portage county, wi - highway departement addition		X		X	X	X		X	X	X	X		X		X	
city of sterling heights, mi - public works facility	X	X		X	X	X	X	X	X	X	X	X	X		X	X
city of urbandale, ia -parks and dpw facility	X	X		X	X	X	X	X	X	X	X	X	X		X	
city of west des moines, iowa - west side services facility	X	X		X	X	X	X	X	X	X	X	X	X		X	X
city of elkhorn, wi - public works facility		X		X	X	X	X	X	X		X	X			X	X
village of brown deer, wi - public works facility		X		X	X	X	X	X	X	X	X	X			X	X
city of wauwatosa, wi dpw office remodel		X			X											
village of caledonia, wi - dpw addition & remodel		X		X	X	X	X	X	X	X	X	X			X	
ashland county, wi - highway department addition		X		X		X		X	X		X					
village of little chute, wi - municipal services building	X	X		X	X	X	X	X	X	X	X	X			X	X
city of mequon, wi - highway division addition	X	X		X	X	X	X	X	X	X	X	X	X		X	X
burnett county, wi - highway & forestry facility	X	X		X	X	X	X	X	X	X	X	X			X	
city of cedarburg, wi - operations center		X		X	X	X	X	X	X	X	X	X	X		X	X
village of bayside, wi - operations center	X	X		X	X	X	X	X	X	X	X	X	X		X	X
scott county, ia - secondary roads facility additions		X		X	X		X	X	X	X	X		X		X	
dane county, wi - highway facility	X	X		X	X	X	X	X	X	X	X	X	X	X	F	X
city of oshkosh, wi - public works facility	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X
city of des moines, ia -municipal services center phase 1	X	X	X	X	X	X		X	X	X	F	F	F	X	X	F
city of cedar rapids, ia - operations center	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
city of waterloo, ia - operations center	X	X	X	X	X	X	X	X	X	X	X	X	F	X	X	F
town of salem, wi - highway and fire facility	X	X		X	X	X	X	X	X	X	X	X	X		X	X
village of gafton, wi -operations center	X	X		X	X	X	X	X	X	X	X	X			X	X
city of dubuque, ia - operations facility	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
city of burlington, ia - municipal services center	X	X	X	X	X	X		X	X	X	X	X	X		X	X
waukesha county, wi - dpw storage facilityc		X		X		X	X	X	X							X
city of moline, il - municipal services center	X	X		X	X	X	X	X	X	X	X	X	X		X	X
city of davenport, ia -public works center	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
kenosha county, wi - kenosha county center	X	X		X	X	X	X	X	X	X	X	X	X		X	X

PROJECT UNDERSTANDING & APPROACH

The Wold-Kueny Team is pleased to have the opportunity to submit this proposal to undertake a comprehensive analysis of the Public Works and Park Maintenance sites and facilities. As we understand it, the information from the study will be used by the City for future planning for Public Works and Parks Maintenance operations and service delivery; and to establish whether the existing program space is adequate to handle current and projected space needs. The sections which follow, outline our proposed methodology for approaching the assignment.

methodology

The objective of our assignment will be to conduct an assessment of the City's existing sites facilities' relative to overall size, condition, and suitability for accommodating operations, staffing, vehicle storage and maintenance, materials handling and storage, etc.

The end product of this technical assessment will be an oral presentation and a report outlining our findings and recommendations that include an action plan identifying areas of improvement and mater plan identifying the steps necessary to meet the needs of the City of Yorkville for the next 20 years and beyond.

understanding

The Public Works Department is divided into three (3) departments: Sewer, Streets, and Water. Each department has a vital role in the daily operations and maintenance of the City of Yorkville.

- Existing facility located at 610 Tower Lane with shops, office, vehicle garage and materials storage shed
- Approximately 15 full-time employees

The Parks and Recreation Department brings programs, leagues, special events, and parks facilities to the Yorkville community.

- Existing facility located at 185 Wolf Street used for administrative office and equipment maintenance
- Approximately 8-10 full-time employees

The City also owns property at 609 Bridge Street and at Kendall Marketplace.

approach

We will plan a meeting early in the project to acquaint the City and the Wold-Kueny Team to:

- Refine and review project objectives, scope, and task schedules.
- Allow you to offer your insight and guidance to the consultants at project initiation.
- Review other project "ground rules" and logistics.

The initial phase of work is directed toward starting the project, finalizing the work plan and defining the current operations and accompanying strengths and weaknesses in the vehicle and equipment maintenance and support areas. The various work tasks include pre-study data collection, initial interviews with managers and users, and observation and activities designed to identify existing processes and provide possible enhancements.

Work steps are as follows and are further broken down on the following pages

STEP 1: DATA COLLECTION AND ANALYSIS

STEP 2: FLEET MANAGEMENT AND EQUIPMENT REVIEW

STEP 3: FLEET OPERATIONS REVIEW/OBSERVATIONS

STEP 4: DOCUMENTATION OF MANAGEMENT PRACTICES

STEP 5: FACILITIES REVIEW

FACILITY ASSESSMENT PROCESS

STEP 1: DATA COLLECTION AND ANALYSIS

In advance of our on-site interviews, we will require the following vehicle and equipment data for all of the Public Works and Parks Department's rolling and fixed assets for:

- Year, make, model, location, weight class, mileage, maintenance and fuel costs. From our interviews and requested data, we will be reviewing the following areas, specifically:
- Operations, i.e. organizational structure with position titles and certifications held. Organizational chart should be supplied by City.
- Fleet age, size, composition, condition, life expectancy and replacement schedules of the fleet.
- Compliance with PM schedule and relationships of scheduled to unscheduled repairs.
- Hours of operation, single or multiple shifts.
- Equipment utilization/fleet sizing.
- Working with staff to understand needs for vehicles and equipment both those that are met and those that are not met.
- Catalog of employee skill levels.

Our continued review of the data will include determining:

- Optimum fleet size and composition that will meet current and future needs.
- Opportunities to reduce fleet size.
- Opportunities for pooling like equipment.
- Opportunities to improve vehicle utilization.
- Use of vehicles for personal travel or take homes.

STEP 2: FLEET MANAGEMENT AND EQUIPMENT REVIEW

We will assess the adequacy of the current fleet management practices, other tools used for fleet maintenance, and recommend the necessary upgrades or improvements, specifically:

- Provide recommendations on shop safety, standard operating procedures (SOP)'s and environmental compliance.
- We will review the demands placed on the mechanics, and make recommendations on improving the support tools necessary to support the diverse fleet the mechanics maintain.
- We will gauge the degree to which the lack of special shop equipment and tools aid or hinder the repair process, and evaluate the existing shop capital equipment and diagnostic hand tools. We will provide estimates on any improvements necessary and capital equipment that may be necessary to improve the current service.

STEP 3: FLEET OPERATIONS REVIEW/ OBSERVATIONS

The Wold-Kueny Team will initiate reviews of staff and maintenance procedures in place. These on-site preliminary reviews will be conducted using observation, data sampling, and an extensive interview with shop management personnel and mechanics. Areas to be reviewed include:

- Shop and departmental organization.
- Shop procedures, work order control and preventive maintenance practices.
- Repair and maintenance operations.
- Establish and implement Vehicle Equivalency Unit (VEU) measures based on historical data. Number of mechanics to number of VE's will be determined and discussed.
- Vehicle storage locations and conditions such as, warm versus cold storage.
- Number of vehicles being staged at any given time in order to determine average "downtime" of fleet.
- Hazardous waste disposal.
- Shop security.

work order/shop control

- The degree of 'tightness" in which work is assigned and controlled within the shop.
- Quality assurance procedures.
- Record keeping.

repair order procedures

- How the repair order enters the information system (e.g. data capture).
- How the mechanic receives instructions (verbal, written, or repair history) about his or her next assignment.
- The order entry procedure.
- The structure and use of the priority system.
- Fix/scrap/contract decision processes.

shop scheduling

- The "correctness" of the resource allocation decision process.
- The process by which backlog is managed and controlled through the priority systems.
- Repair shifts.
- Overtime.

parts evaluation

- Determine the adequacy of the procurement process.
- Evaluate the stock mix and level (items, dollars and line items).
- Assess the balance between parts retrieved from stock as opposed to those purchased through blanket purchase orders "on the street".
- Assess the controls and reporting of stock maintained.
- Determine the range of obsolete parts existing in the parts inventory.
- Is outsourcing of the parts operation a viable approach.

We will also spend part of our time surveying principal users of maintenance services in order to gauge the general level and adequacy of "customer service." We typically are able to identify symptoms or problematic situations during this process. We will gauge the level of user responsibility at this point as well. This step will be particularly important as we establish a base level of comparison for future organizational, maintenance alternatives and the possibilities of consolidation both operations.

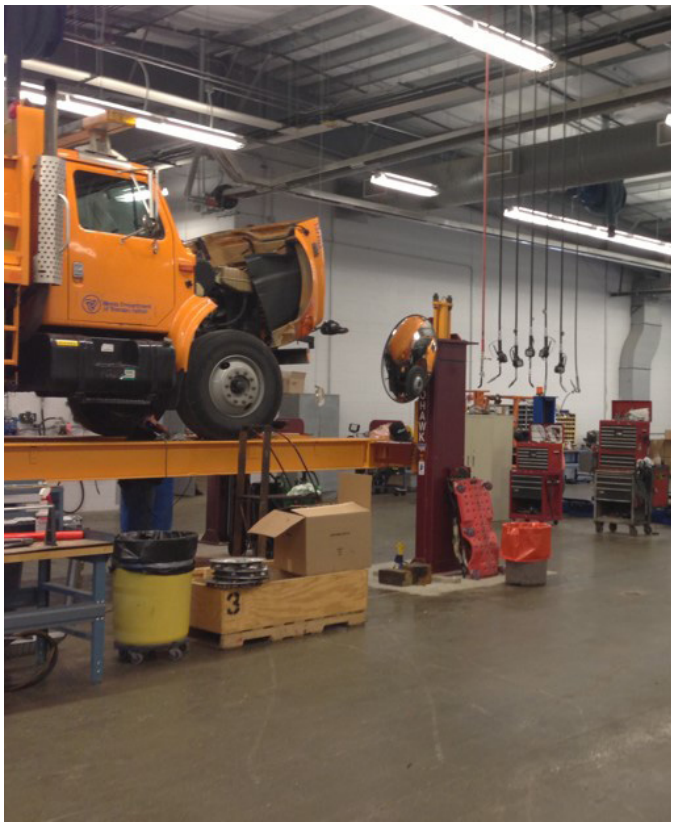
performance management indicators

During this step, The Wold-Kueny Team will develop key indicators to appraise departmental management of the quantitative effort in fleet management. Accordingly, we will develop both indicators and the process for developing such indicators. Preliminarily, indicators should revolve around:

performance

- Turnaround
- Repeats
- Downtime
- Parts Management
- PM Compliance
- Mechanic productivity

The Wold-Kueny Team utilizes over 20 performance indicators that should continue to be captured as on-going measures of garage efficiency.



STEP 4: DOCUMENTATION OF MANAGEMENT PRACTICES

During this step, The Wold-Kueny Team will inventory and document the various management practices for financing, procurement, vehicle replacement and disposal of fleet, specifically:

- Adequacy of the current replacement funding process. (15 year replacement schedule).
- Provide guidelines for vehicle replacement and disposal that maximize asset value.
- Review current practices for purchasing, financing/ payment, vehicle selection and disposal of vehicles for all departments.
- Ramifications of central ownership on internal operations, financing, chargeback's, and administrative practices of the City.
- Assess pros and cons of short term rental versus long term leasing or purchasing of vehicles given past budgeting strategies.
- Discuss the pros and cons of existing payment/financing options including the use of possible grant funding and make recommendations.
- Provide any immediate recommended changes to inventory, insurance or financing options currently in place.

replacement cycle

Our Team will review key aspects of the fleet's replacement cycle to pinpoint weaknesses, identify alternatives, and formulate preliminary implementation strategies where appropriate based on criteria of age, mileage, cost, and available budget for all vehicles and equipment over 15 year period.

- Is the current replacement age consistent with the cost of maintenance?
- Can replacement cycles be extended or shortened?
- Is "fleet creep" apparent and if so, how can it be controlled or eliminated?
- If fleet downsizing is possible, what impact will it have on future mechanic staffing and parts management?

STEP 5: FACILITIES REVIEW

As a team, working with the City, we will conduct interviews with key staff to determine the appropriate space needs. From this we will further develop and circulate respective spatial requirements. Data from this document will be incorporated into a "spatial worksheet" and an ultimate block diagram space plan will be produced. Specifically, we will:

- Perform a general Condition Assessment of the existing Tower Lane and Wolf Street Facilities in order to evaluate any facility and site deficiencies including, current spatial deficiencies, estimated age, recent upgrades and expected CIP improvements, general systems deficiencies, site circulation, maneuverability, public and private entry/ egress, parking, security and ADA compliance.
    a. Determine the existing area of each building and room.
    b. Report on findings, circulate to key staff for review and comment and make necessary revisions.

For the maintenance staffs we will determine, specifically:

- Assignment patterns (number and mix).
- Labor rate calculation to test the true fully burdened rate in comparison to the private sector.
- Any differential between job specifications and actual duties performed.
- Degree of training accorded to incumbents and certification levels/skill levels.
- Adequacy of current shift configuration.
- Degree of safety orientation.
- Consolidation pros and cons of both mechanic groups under "one roof".

The Wold-Kueny Team will use this and other data to assess the adequacy of current training programs, incentives, and the resource allocation process within maintenance.

FINAL DELIVERABLES

Final deliverables will include:

1. Space needs analysis identifying optimal current and future space requirement recommendations including, but not limited to, the following:
    - Vehicle and equipment storage
    - Vehicle maintenance and parts/inventory storage
    - Division shops
    - Administrative offices and staff support
    - Salt storage
    - Fuel station
2. Site evaluation assessing adequacy of identified City-owned properties for accommodating the current and future needs of the City; including preliminary evaluation and master planning of the 8 acre site at Kendall Marketplace for potential future development for Public Works and Park Department facilities.
3. Project cost estimate and schedule development identifying opportunities for minimizing construction costs and maximizing longterm investment through efficient facility design in support of ideal operational models.

PUBLIC WORKS & FLEET MAINTENANCE FACILITY DESIGN CONSIDERATIONS

In order to define the current and future space needs for Public Works and the Parks Departments, our team members propose to interview City staff and to conduct review of existing operations and assess the limitations posed by the current facilities. These may include insufficient administrative space, lack of proper amenities, lack of sufficient storage shop/s and circulation spaces and insufficient storage of seasonal equipment. As for equipment, we will identify every motorized vehicle and towed behind piece of equipment as well as any attachments stored on site. Once identified, we will recommend the appropriate size and means of storage. Administratively, some common spaces could possibly be shared such as a conference room, office equipment areas and archives. Amenities include areas such as training/lunch room and restroom/locker areas.

Moving forward, we will begin to layout our approach to identifying the necessary site and facility space needs, specifically:

A. Administration
B. Vehicle Maintenance
C. Employee Support Area/s
D. Vehicle Storage
E. Ancillary Buildings and Site Improvements

Interviews will be conducted in small groups or one-on-one. The purpose of these interviews is to gain the perspective of the employees regarding service delivery capabilities, public interaction, physical barriers, location of existing offices and interaction with other employees or the public.

A. Administration

We propose to specifically discuss and determine the spatial requirements for the following areas:

- Reception area, frequency of public interaction, and amount/type of various security controls needed. Number, type and size of recommended offices and/or open office workstations.
- Number type and size of any conference/meeting areas, large and/or small.
- Plan storage/layout area needed.
- Active and non-active archives and file retention area(s).
- If feasible, a shared, centralized area for office equipment, document preparation and IT server closet.

B. Vehicle Maintenance

Our scope of services will analyze the Fleet Maintenance operations in order to determine type of service being provided on heavy and light vehicles, specialized equipment and any other vehicles. We will specifically review:

- The current and future maintenance needs of the City
- Number and type of bulk products dispensed and space required for bulk fluids.
- Parts inventory requirements and other inventory needs affecting space requirements.
- Active versus inactive parts requirements.
- Tire storage, equipment requirements, and outsourcing.
- The number and type of hoists (in-ground, recessed, mobile etc.).
- The possible need for an overhead bridge crane.
- In ground and take-up exhaust reels.
- Current and potential future outsourcing.
- Welding and the need for a dedicated weld bay area and equipment such as a jib crane, weld tables, racks, and electrical requirements.

PUBLIC WORKS & FLEET MAINTENANCE FACILITY DESIGN CONSIDERATIONS

C. Employee Support Area

- A break/training room area equipped with weather equipment.
- Amenity needs such as restroom, shower, locker rooms and mud room.
- A small area for uniforms, if this is applicable.

D. Vehicle Storage

Vehicles and equipment may be stored in both warm and cold storage buildings. Typically all response vehicles with attachments, light duty trucks (department trucks and take-homes), and heavy duty equipment are stored in a warm environment. Seasonal equipment such as tractors, rollers, and mower equipment is usually stored in minimally heated storage. For each vehicle, we will assess the make, model, age, size and accompanying attachments.

E. Ancillary Buildings and Site Improvements

In addition to Fleet Maintenance and Vehicle Storage, the current and future facilities will need to address other areas and equipment such as:

- Review the above ground fueling system and assess the possibility of using alternate fuels such as CNG.
- A manual wash system should be determined with the ability to flush the inside of dump boxes via catwalks.
- Open or covered material storage bins.
- Public and employee parking space.

REFERENCES

WOLD REFERENCES

village of palatine, il
Matt Barry, Director of Public Works
847 202 6960

village of buffalo grove, il
Mike Skibbe, Director of Public works
mskibbe@vbg.org
847 459 2545

village of schaumburg, il
Amanda Stuber, Facilities Division Management
astuber@schaumburg.com
847 923 6645

northwest water comission
Kevin Lookis, Executive Director
klookis@northwestwater.org
847 635 0777

city of crystal lake, il
Mike Magnuson, Public Works Director
mmagnuson@crystallake.org
815 356 3611

KUENY REFERENCES

city of west des moines, ia
Mr. Bret Hodne, Director of Public Works
Bret.hodne@wdm.iowa.gov
515 222 3536

city of oskkosh, wi
Kevin Uhen, Field Operations Manager
920 232 5382

kenosha county, wi
Frank Martinelli, Engineering Projects Manager
Frank.Martinelli@KenoshaCounty.org
262 818 5129

city of dubuque, ia
John Klosterman, Public Works Director
jkloster@cityofdubuque.org
563 589 4250

village of brown deer, wi
Matthew Maederer, Public Works Director/
Village Engineer
mmaederer@browndeerwi.org
414 357 0120

WHY WOLD?

We greatly appreciate the opportunity to present our team, our beliefs, and our process for your consideration.

everything we do focuses on listening to you to achieve your long-term goals

We have no preconceived agenda for what we think your project should be. We believe our job is to ask the right questions to understand all of your needs, and bring innovative solutions to solve those challenges.

No other firm has as many tools and processes focused specifically on gaining feedback and input to guarantee your involvement and ownership at every stage of the process.

Our services are not limited to a set number of meetings or hours for a given phase or task. They are full service and inclusive of anything necessary to make the project a successful experience for you.

our approach considers the big picture

We understand the importance of the decisions we make today and how they will impact future changes. Our process focuses on asking questions not just for today, but for the future as well. The solutions we develop together need to adapt to future opportunities and be flexible enough to change without major facility upgrades.

We work with dozens of public sector clients to give you greater insight on how others are handling similar situations and to inform your decision making process.

our focus on building relationships gives us a different motivation

When we develop a new relationship, we expect it to last for many years to come. With this in mind, we take a more cautious approach in considering the implications of every step we take and its impact on your community and future stakeholders.

We don't disappear when the project is over. We intend to be around long after the project is over to help with any on-going issues, future planning initiatives, or facility questions—whatever you might need.

TRIA
ARCHITECTURE

March 12, 2021

United City of Yorkville

STATEMENT OF INTEREST & QUALIFICATIONS

Submitted By:
James A. Petrakos, AIA, LEED AP

Tria Architecture
901 McClintock Drive, Suite 100
Burr Ridge, Illinois 60527

630.455.4500
TriaArchitecture.com

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Tria Architecture:

COVER LETTER

1: Firm Information

Primary Contact:

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P. 630.455.4500
F. 630.455.4040
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W. www.TriaArchitecture.com

Number of Years in Business:

Tria Architecture has been proudly serving our clients for seventeen years under the same name (our organization has not been known by any other name).

Number of Offices:

Tria Architecture has three offices. Your projects will be managed by our Burr Ridge Office.

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901 McClintock Drive
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Burr Ridge, IL 60527

South Suburban Office
1820 Ridge Road
Suite 209
Homewood, IL 60430

Northwest Indiana Office
436 Sand Creek Drive N
Suite 105
Chesterton, IN 46304

Principals & Staff:

Tria Architecture was formed and is managed by three Principal Architects:

James A. Petrakos, AIA, LEED AP
Thomas R. Szurgot, AIA, LEED AP
Ronald E. McGrath, AIA, LEED AP

Tria Architecture has a staff of sixteen, consisting of thirteen architects, one interior designer, one graphic designer, and one administrative staff member. We also have strong relationships with consultants in all disciplines, giving us the ability to tailor the most qualified team for each project..

2: Firm Experience: Municipal Projects

Our Firm has an expansive level of experience with Municipal Projects that spans from Village Hall renovations to new 85,000 s.f. Public Works Facilities. Additionally, a large portion of the projects we have completed for Municipalities resides in the Public Works sector.

Some of our highlighted Municipal projects include:

Village of New Lenox
- Public Works Facility - Space Needs Analysis
- Public Works Facility - New Building

Village of Shorewood
- Public Works Facility - Space Needs Analysis
- Public Works Facility - New Building

Village of Lombard
- Maintenance Facility - New Building

City of Lockport
- New Public Works Addition

City of Country Club Hills
- Outdoor Amphitheatre - New Building
- Vehicle Storage Building - New Building
- Fleet Maintenance Facility - New Building

Village of Niles
- Master Plan for Public Services Campuses
- Police Storage Building

Village of Glenview
- Public Works Renovation

Village of Homer Glen
- Heritage Park Master Plan

Please see the Highlighted Projects section (Page 19) of our response packet for more project details.

3: Proposed Plan to Meet the City's Desired Outcomes

Space Needs Analysis

With over 25 years each of public works experience, Jim Petrakos and Ronald McGrath have seen the evolution of public works designs over the years. From large open storage barns to 115,000 s.f. facilities (Elmhurst) that store every vehicle and piece of equipment under roof, work shops for every department, mechanics bays, and a central store to loan out and track all equipment to minimize "shrinkage". Our team will work diligently with your public works and parks departments to analyze their current spaces and work-flow, as well as the City's projected needs. Through this process, we cannot forget the needs of the parks department. We are working with the Village of Homer Glen on their 108-acre Heritage Park renovations from Master Planning to a new amphitheater. A part of the conversation was the need to store more park maintenance equipment on site that would be used on this site, as well as on all of the other Village parks. We account for every lawn mower and file cabinet, and inventory every vehicle including their size and wheel-base turning radius. TRIA's process was able to save the Village of New Lenox several thousand square feet of building by organizing everything in an efficient manner...which translated to hundreds of thousands of dollars.

Our analysis doesn't stop at the interior of the building. Once we have identified the current needs footprint (with 5-10% space for immediate growth), we try to organize the facility so that it can grow where it needs to in the future. For example, if your mechanics bays needs are projected to grow the most, we make sure the open space is there for a future addition. Although some architects say they can achieve this, Tria provides the expertise to make sure the plan actually works when you eventually do the addition. This means everything is thought out now... from circulation, to upsizing Mechanical, Electrical and Plumbing systems, to making sure no utilities are run in that open space that will interfere with the addition. We want to do the "heavy lifting" now so that the future additions are easy!

Site Evaluation Description

Once our building's current and future needs are planned for, we can turn our eye to your needs on site. The same process for the interior of the building will be followed for the exterior of the building. We will investigate current and future needs in material storage, public parking, staff parking, fueling islands, salt domes, brine sheds, truck circulation, storm water detention, etc. This analysis will complete the picture of total acreage needs and then it is up to TRIA to lay it all out efficiently on your site(s). It is our understanding that we have the potential of renovating one of the two existing sites, and/or building new on a vacant piece of property. All factors will be taken into consideration so that the Board and Administration are given a complete overview of their options, along with pro's and con's of each option.

Project Cost Estimate and Schedule Description

As part of the analysis process, we will discuss many building options and layouts. These options are meaningless if they don't convey to the Board and Administration the entire picture such as budgets, schedules, soft costs, and delivery methods. In a project like this, everything is a factor. One option may offer an expedited schedule while impacting the budget adversely; or yet another option may offer the best long-term solution but may displace your operations from the site for several months. From budget, to schedule, to operational impact... TRIA is well versed in providing all of the pertinent information so that the Board and Administration can make educated decisions for the community moving forward.

4: Potential Alternatives to Limit City Costs

In terms of saving fees, we have always been proud of the fact that TRIA is an à la carte service firm. We respect a municipality that turns the entire project over to us... as much as a municipality that is willing to roll up their sleeves and do some of the homework on their project. These tasks are usually discussed in our contract kick-off meeting, but we can offer you some initial ways to help, and lower the overall fee from our firm. They are tasks such as:

1. Provide AutoCAD copies of the Plat of Survey and Topographic surveys of the properties.
2. Provide AutoCAD drawings of the existing facilities.
3. Provide floorplans showing the working space of each person and each department.
4. Provide a complete vehicle and equipment inventory including sizes and wheel-bases.
5. Provide a complete furniture inventory including sizes.

5: References

Village of New Lenox

Village of New Lenox - New Public Works Facility

Mayor Tim Baldermann
815.462.6425

Mr. Kurt Carroll
Village Administrator
815.462.6410

Highlighted Projects

- New Metra Station
- New Public Works Facility

Village of Shorewood

Village of Shorewood - New Public Works Facility

Mr. Jim Cullotta
Village Administrator
815.553.2323

Mr. Noriel Noriega
Public Works Director
815.553.2323

Mr. Chris Drey (Previous Public Works Director)
Public Works Director (Village of Romeroville)
815.378.4061

Highlighted Projects

- Public Works Facility Space Needs Analysis
- New Public Works Facility

City of Palos Hills

City of Palos Hills - New Public Works Facility

Mayor Jerry Bennett
708.598.3400

Mr. Nick Oeffling
Commissioner, Public Works / Water Sewer
708.598.3400
ext. 1111

Highlighted Projects

- New Public Works Facility

Village of Lombard

Village of Lombard - Public Works - Garfiled Site Maintenance Facility

Mr. Carl Goldsmith
Director of Public Works
630.620.5982

Highlighted Projects

- Public Works - Garfiled Site Maintenance Facility

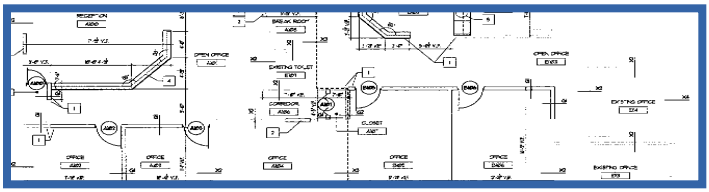
City of Lockport

Mr. Brent Cann
Director of Public Works
815. 838.0549
ext. 2313

Highlighted Projects

- New Public Works Addition

Local Projects - Property Concepts Inc.



Mr. Angelo Kleronomos
Owner
630.554.6000

Highlighted Projects

- Woodward Business Center - Oswego
- Rosehill Clubhouse

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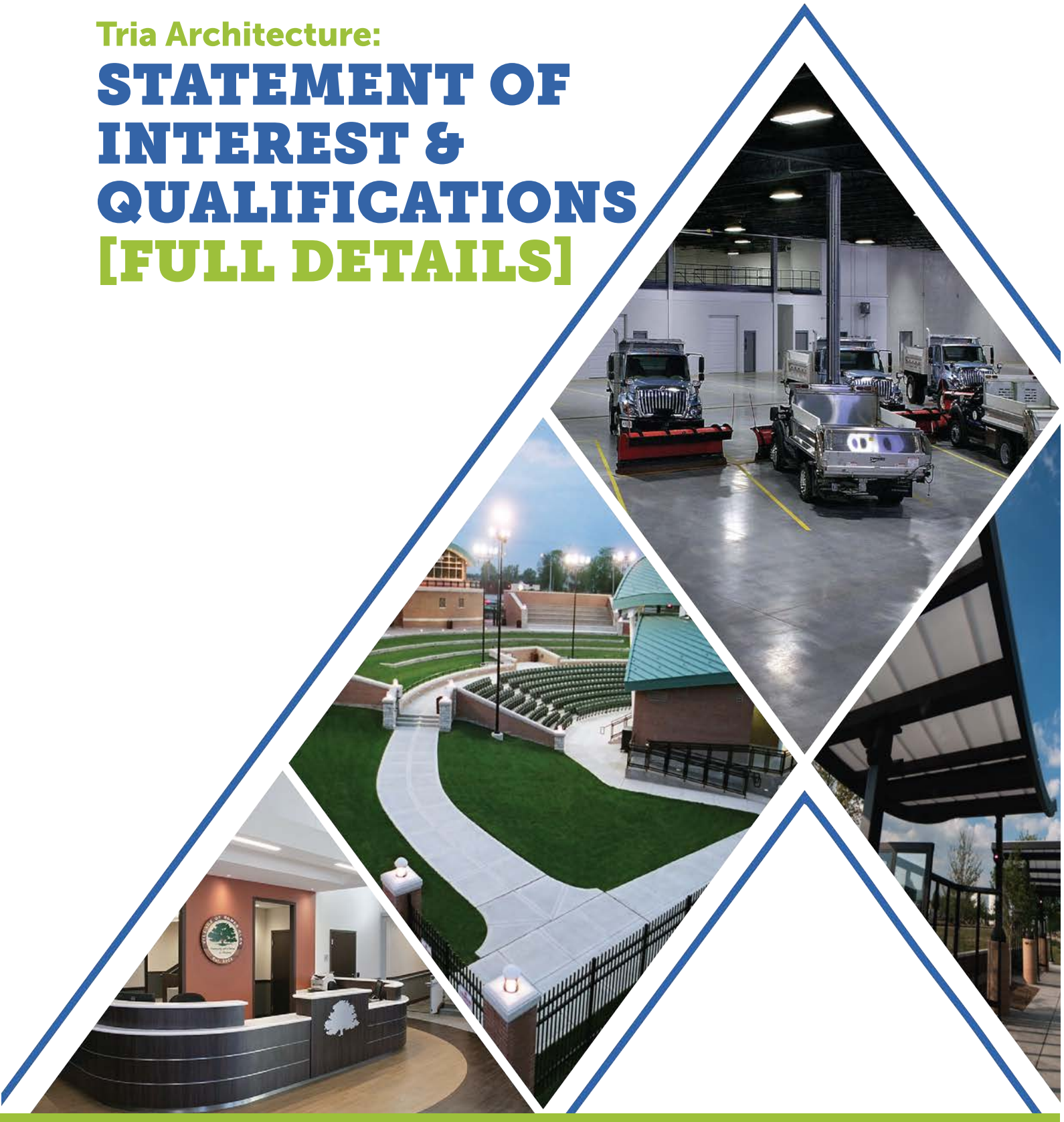
Tria Architecture:

STATEMENT OF INTEREST & QUALIFICATIONS [FULL DETAILS]



OUR FIRM

THREE OFFICE LOCATIONS

BURR RIDGE, IL
HOMEWOOD, IL
CHESTERTON, IN

17 YEARS

OVER SEVENTEEN YEARS IN BUSINESS

TRIA HAS BEEN PROUDLY SERVING OUR CLIENTS SINCE 2004

$500M

OVER $500,000,000 IN CONSTRUCTION PROJECTS

OVER 73 YEARS EXPERIENCE

TRIA'S THREE PARTNERS COLLECTIVELY HAVE OVER 70 YEARS OF EXPERIENCE IN THE PUBLIC MARKET

OUR STAFF

16

TEAM MEMBERS

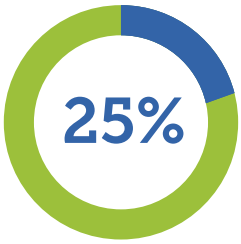
13 ARCHITECTURAL STAFF

1 INTERIOR DESIGNER

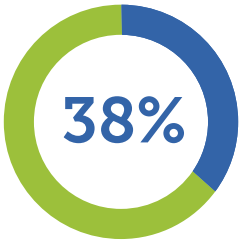
1 GRAPHIC DESIGNER

1 ADMIN STAFF

TRIA IS AN EQUAL OPPORTUNITY EMPLOYER



MINORITY STAFF MEMBERS



FEMALE STAFF MEMBERS

OUR PHILOSOPHY

TAILORED SERVICES

AS A MID-SIZED FIRM, WE ARE AWARDED THE FLEXIBILITY TO ADDRESS NOT ONLY THE DIVERSE NEEDS OF BOTH LARGE AND SMALL PROJECTS BUT ARE SIZED TO DO BOTH WELL

CREATIVE SOLUTIONS

IT IS OUR GOAL TO UNDERSTAND YOUR PROBLEMS AND FACILITATE SOLUTIONS. THE CORNERSTONE OF OUR DESIGN PHILOSOPHY CONSISTS OF A COLLABORATIVE EFFORT PUT FORTH BY OUR TEAM AND YOUR KEY STAKEHOLDERS.

PERSONAL ATTENTION

THE MAJORITY OF OUR FIRM'S WORK COMES FROM REPEAT BUSINESS AND CLIENT REFERRALS. WE BELIEVE THIS DEMONSTRATES OUR LEVEL OF SERVICE AND ABILITY TO FOSTER MEANINGFUL, PROFESSIONAL RELATIONSHIPS.

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

March 12, 2021

Ms. Carri Parker, Purchasing Manager
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Re: Statement of Interest & Qualifications for Architectural Services for: United City of Yorkville

Members of the Selection Committee:

With great enthusiasm I submit Tria Architecture's team qualifications for this exciting opportunity to work with the United City of Yorkville. We have been eager to work with you and have submitted on previous RFQ's. As we just finished one public works project (Palos Hills), and are currently designing two public works projects (Shorewood and Lockport), we feel that we are one of the leading design firms in public works projects. Ronald McGrath and I each have over 25 years of experience master planning, renovating and designing new public works facilities to best fit the municipality... and we are both eager to assist the United City of Yorkville with all of your current and future needs!

As you read our RFQ, our firm will stand out above the rest because we believe in building strong personal relationships with our clients and their communities through three pivotal value points: Tailored Services, Creative Solutions, and Personal Attention.

Tailored Services. While always placing an emphasis on service, we know that no two City's needs are the same, and although projects may be similar in scope, every project is unique. Apart from the normal project work, we will also provide assistance to your staff by facilitating in-house projects through code reviews, quick design sketches, and contractor back-ground checks.

Creative Solutions. As your Architect, we will become your advisor, your construction cohort, and, above all else, your creative solution provider. The cornerstone of our design philosophy consists of a collaborative effort put forth by our team and the City's key stakeholders. We are here to support and accommodate your City with creative solutions that facilitate your needs and stay well within your budget.

Personal Attention. Of our three pivotal value points, we believe our personal attention to the client is truly the core value from which the other values are influenced. With a majority of our firm's work coming from repeat business and client referrals, we believe our level of service and ability to foster meaningful, professional relationships is clearly demonstrated in our history of work. Our team is there from the beginning until the end, from the first nut to the last bolt, wearing the dust proudly along the way as we meet each milestone.

On behalf of Tria Architecture, we greatly appreciate the time taken to review our qualifications as we would very much like to grow our relationship with the United City of Yorkville and assist with future development.

Sincerely,

TRIA ARCHITECTURE
James A. Petrakos, AIA, LEED AP

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Section One:
FIRM INFORMATION

- 1.1: Firm Information
- 1.2: Firm Services
- 1.3: Firm Insurance

Section Two:
HIGHLIGHTED PROJECTS

Section Three:
KEY PERSONNEL & EXPERIENCE

- 3.1: Project Team
- 3.2: Project Team Organization
- 3.3: Project Team Resumes
- 3.4: Sub-Consultants

Section Four:
PROJECT APPROACH

- 4.1: Inception to Owner Acceptance
- 4.2: Cost Estimating
- 4.3: Space Needs Analysis & Master Planning

Section Five:
CLIENT REFERENCES

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Section One:

FIRM INFORMATION

1.1: Firm Information

Primary Contact:

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P. 630.455.4500
F. 630.455.4040
E. JPetrakos@Tria-Arch.com
W. www.TriaArchitecture.com

Principals & Staff:

Tria Architecture was formed and is managed by three Principal Architects:

James A. Petrakos, AIA, LEED AP
Thomas R. Szurgot, AIA, LEED AP
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Type of Organization:

Tria Architecture is an S-Type Corporation.

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Tria Architecture has three offices. Your projects will be managed by our Burr Ridge Office.

West Suburban Office (Headquarters)
901 McClintock Drive
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Burr Ridge, IL 60527

South Suburban Office
1820 Ridge Road
Suite 209
Homewood, IL 60430

Northwest Indiana Office
436 Sand Creek Drive N
Suite 105
Chesterton, IN 46304

Professional Affiliations:

American Institute of Architects - Chicago, Northeastern Illinois Chapters

National Council of Architectural Registration Boards (NCARB)

U.S. Green Building Council (USGBC)

Leadership in Energy and Environmental Design (LEED)

Roofing Consultants Institute (RCI)

Illinois City County Management Association (ILCMA)

Will County Governmental League (WCGL)

1.2: Firm Services

Village of New Lenox - Public Works Facility

Tria Architecture has the capability to take any of your projects from inception to completion. Our listed scope of services is merely a glimpse into what our firm has to offer in regards to technical skills. With our capabilities and the capabilities of our potential consultants, we are more than certain that we can assist with any project, including:

- Planning
- Renovations
- Additions
- New Construction

City of Palos Hills - New Public Works Facility

Planning:

- Master Planning
- Feasibility Studies
- Existing Facility Analyses
- Life-Cycle Analyses
- Facility Space Planning
- Site Selection Analyses
- ADA Compliance Studies
- Grant Writing Assistance
- Referendum Planning

Architectural Design:

- Project Design
- Sustainable Design
- Project Renderings
- Interactive 3D Modeling
- Project Management
- Cost Estimating
- Construction Documentation
- Bidding & Negotiation
- Construction Observation
- Close-Out Services

Interior Architecture:

- Interior Design
- Space Planning
- Evaluation of Existing Furniture
- Selection of Furniture and Equipment
- Selection of Interior Finishes
- Way Finding Signage
- Organizational Studies
- Project Phasing Analysis
- Graphic Design / Branding Services

1.3: Firm Insurance

Client#: 852496 TRIAARCH

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laurie Cloninger	
USI Ins Srvcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	PHONE (A/C, No, Ext): 630 625-5219	FAX (A/C, No): 610 537-4939
	E-MAIL ADDRESS: laurie.cloninger@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Tria Architecture, Inc. 901 McClintock Dr Ste 100 Burr Ridge, IL 60527	INSURER A : Hartford Casualty Insurance Company	29424
	INSURER B : Twin City Fire Insurance Company	29459
	INSURER C : Navigators Insurance Company	42307
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			83SBAUN0956	07/21/2020	07/21/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			83SBAUN0956	07/21/2020	07/21/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			83SBAUN0956	07/21/2020	07/21/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83WEGTF0979	07/21/2020	07/21/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
C	Professional Liability			CM20DPLZ01ELRIV	03/27/2020	03/27/2021	$2,000,000 each claim / $2,000,000 annual aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER	CANCELLATION
Tria Architecture, Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Section Two:

HIGHLIGHTED PROJECTS

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

SPACE NEEDS ANALYSIS:

Village of New Lenox - Public Works Facility

Division and Room Size Analysis

Division and Room Type:	Proposed S.F.:	Proposed Floor Level:	Proposed Security Level:	Room Type:	Notes:
Office Area:					
Public Works Director	280.0	1			
Assistant Public Works Director	215.0	1			
Director - Water	210.0	1			
Director - Streets	210.0	1			
Director - Forestry	210.0	1			
Admin. Assistant	210.0	1			2 workstations
Admin. /Files	283.0	1			
General Office Area (cubicles)	241.0	1			4 workstations
Conference Room	294.0	1			seating for 10 people
Kitchen/ Training Room w/ Vending	2146.0	1			seating for 60 People
Men's Toilet	64.0	1			
Women's Toilet	64.0	1			
Public Toilet	64.0	1			
Computer/Data/Phone Room	100.0	1			
Copy Area	111.0	1			
Storage	452.0	1			
Coffee Area	61.0	1			
Men's Locker Area	1576.0	1			(60) 24" x 24" lockers max.
Women's Locker Area	375.0	1			(10) 24" x 24" lockers max.
Laundry	64.0	1			
Quiet Room	112.0	1			
Division Sub-Total:	7342.0				
Shop Area:					
Mezzanine	8620.0	2			
Water Shop	1483.0	1			
Streets Shop	1483.0	1			
Forestry Shop	1483.0	1			
Sign Shop	1633.0	1			
Misc. Shop	1652.0	1			
Elevator	58.0	1,2			
Elevator Equipment	55.0	1			
Stairs (2)	200.0	1,2			
Division Sub-Total:	16667.0				
Fleet Maintenance:					
Maintenance Bays	4079.0	1			4 bays, 1 drive thru
Lubricant Storage Room	551.0	1			
Tire Storage Room	550.0	1			
Maintenance Manager	192.0	1			
Toilet	49.0	1			
Welding	126.0	1			
Wash Bay	1198.0	1			
Parts Storage	472.0	1			
Division Sub-Total:	7217.0				
Fleet Storage:					
Vehicle Storage	47895.0	1			
Division Sub-Total:	47895.0				
General:					
Electrical	100.0	1			
Water	207.0	1			
Division Sub-Total:	307.0				
Site:					
Salt Storage Building					

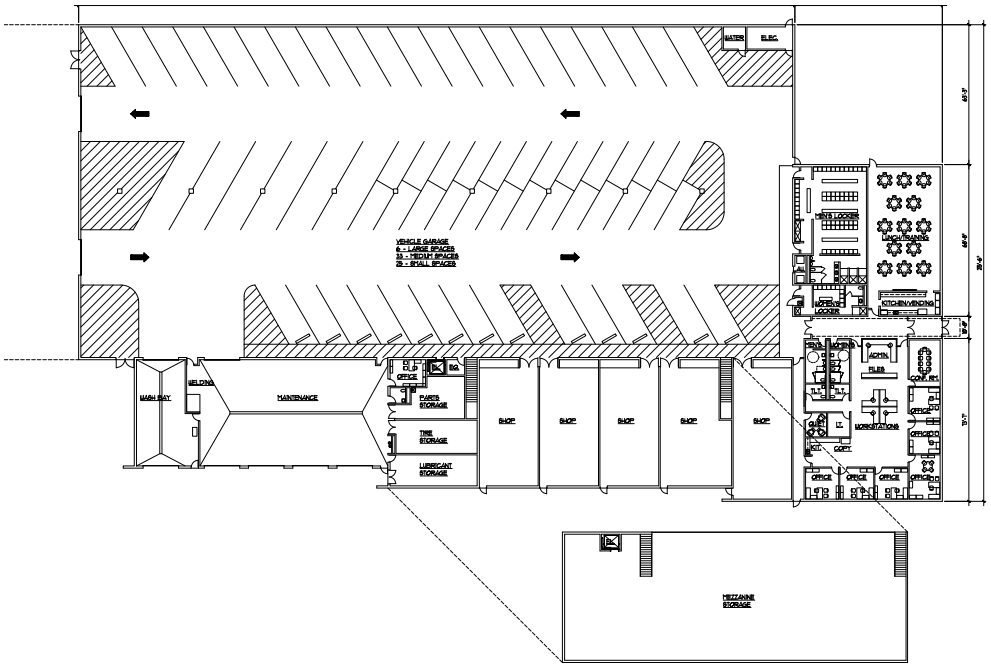
Village of New Lenox: Space Needs Assessment

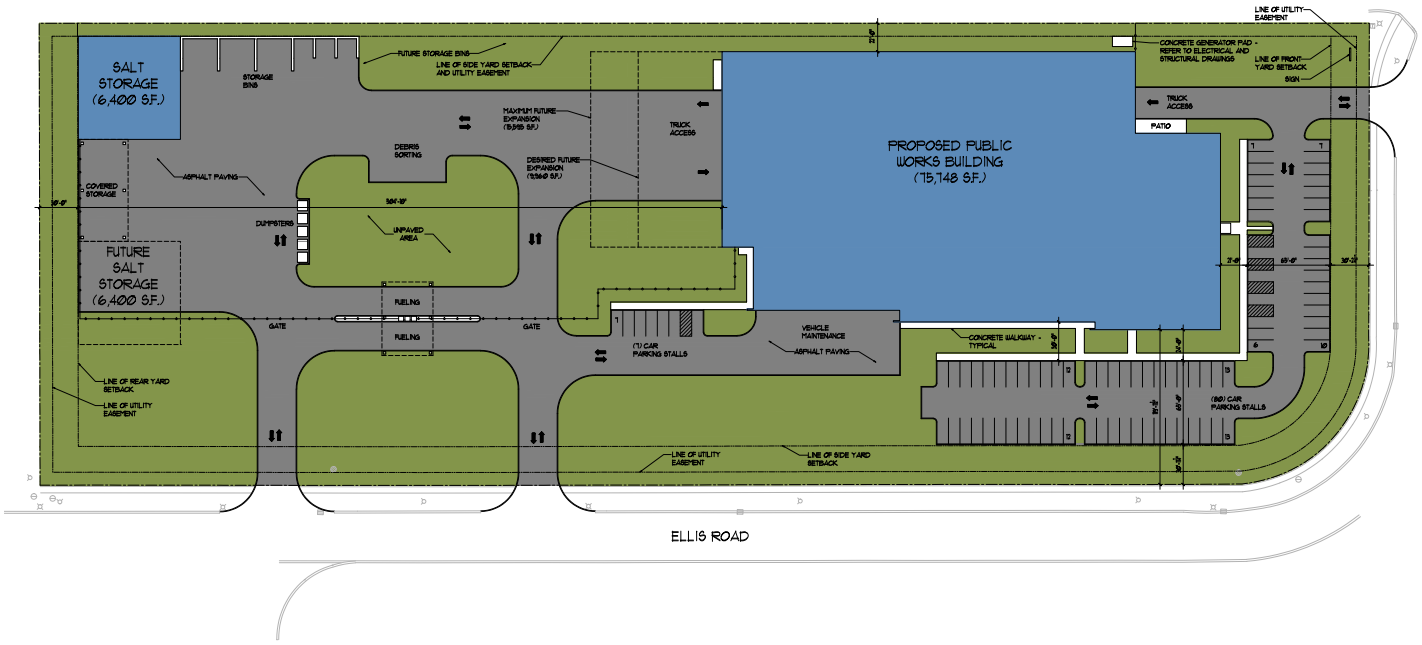
Tria Architecture was approached by the Village of New Lenox to conduct a Space Needs Assessment for a 85,000 s.f. public works facility. Focusing on the office, shop, fleet maintenance, and fleet storage areas - as well as the overall site - the Space Needs Assessment became the initial phase of a project which would result in the design and construction of a new Public Works Facility.

Client:
Village of New Lenox
1 Veterans Parkway
New Lenox, Illinois 60451

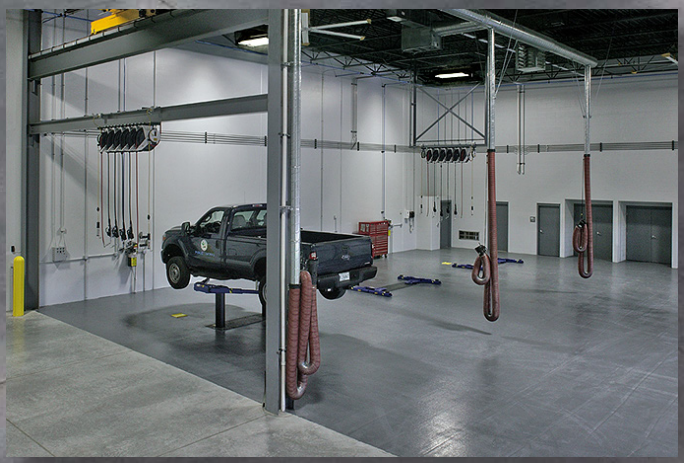
Project Cost:
N/A

Completion Date:
Spring 2012





Village of New Lenox
Public Works Facility



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

Village of New Lenox: Public Works Facility

Following the conduction of a Space Needs Assessment for a 85,000 s.f. public works facility in the Village of New Lenox, Tria Architecture moved forward with the design and construction of a new Public Works Facility. The facility houses the main offices, division shops, fleet maintenance, lockers, storage mezzanine, cafeteria and storage for all of their vehicles. The site consists of employee parking, salt storage, material bins and a gas/diesel fueling station. The facility is designed with space for future expansion of vehicle storage and vehicle maintenance.

Client:
Village of New Lenox
1 Veterans Parkway
New Lenox, Illinois 60451

Project Cost:
$8,400,000

Completion Date:
Fall 2013

EXISTING SPACE ANALYSIS:

Village of Shorewood - Public Works Facility

Division and Room Size Analysis

Division and Room Type:	Current S.F.:	Notes:
107 W Jefferson Site (2 Buildings)		
Locator's Office	574.0	Shared by 2 people, includes storage
Restrooms	400.0	
Building Maintenance Storage	437.0	
Storage	240.0	
Electrical Storage	368.0	
Mezzanine Storage	1445.0	Not designed for heavy storage loads
Water Department Storage	252.0	
Water Shop	624.0	
Water Vehicle Storage	1248.0	In water shop
Vehicle Storage	7310.0	12' clear height
Tractor/Equipment Storage	1445.0	
Parks Building		
Restroom	96.0	
Vehicle Storage	1826.0	
Division Sub-Total:	**16265.0**	
Village Hall (1 Building)		
Sign Shop	1504.0	In Village Hall Basement
Division Sub-Total:	**1504.0**	

EXISTING SPACE ANALYSIS:

Village of Shorewood - Public Works Facility

Division and Room Size Analysis

Division and Room Type:	Current S.F.:	Notes:
906 Cottage Site (1 Building)		
Director's Office	187.0	
Supervisor's Office	391.0	Shared by 3 people (Streets, Water, Parks)
Restrooms	160.0	
Administrative Office	170.0	Shared by 2 people
Parts Storage and File Storage	391.0	
Parts Storage	144.0	
Vehicle Maintence Shop	4183.0	Includes fabrication shop and fluids storage
Exterior Vehicle Storage		Many vehicles and trailers stored outside
Division Sub-Total:	**5626.0**	
908 Cottage Site (3 Buildings)		
Street Shop	1656.0	
Street Vehicle Storage	1656.0	In street shop
Lunch Room	336.0	Not enough room for current staff to each lunch together
Restrooms	64.0	
Lockers	336.0	On mezzanine
Vehicle Storage and Wash Bay	3740.0	
Salt Storage	1200.0	400 ton storage, building is deteriorating
Fueling Island	625.0	Above ground fuel tanks
Exterior Vehicle Storage		Many vehicles and trailers stored outside
Division Sub-Total:	**9613.0**	

DRAFT

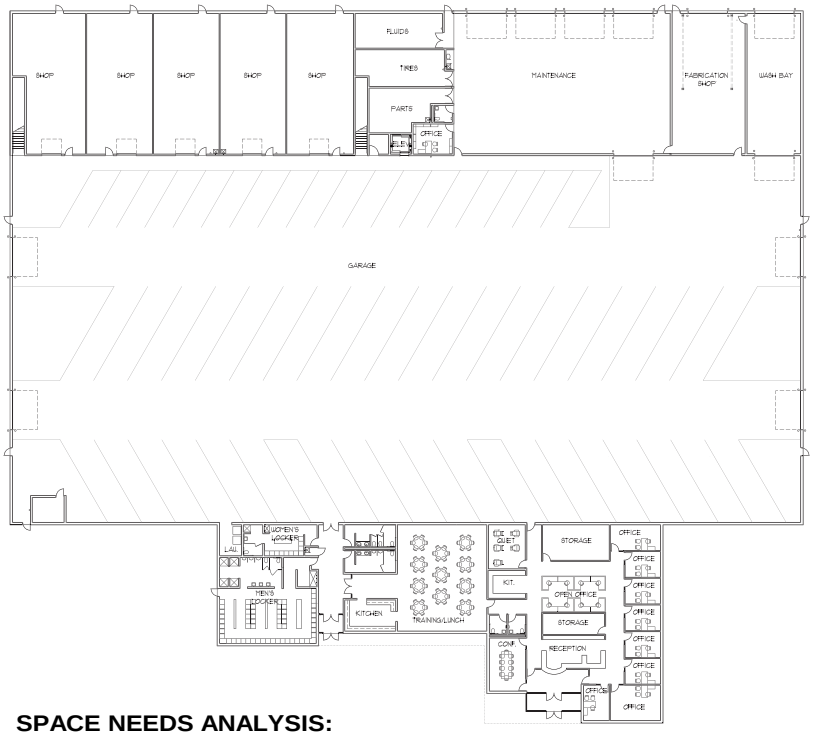
Village of Shorewood: Space Needs Analysis

The Village of Shorewood hired Tria Architecture to inventory their existing Public Works facilities and vehicles to identify deficiencies and areas of need, and to develop a program for a new Public Works facility that would combine all Public Works services under one roof. With current Public Works scattered over five different sites, Public Works operations is not very efficient. In addition, most of the facilities were at the end of their usable life and located within a RFF district.

Client:
Village of Shorewood
One Towne Center Blvd.
Shorewood, Illinois 60404

Project Cost:
N/A

Completion Date:
Summer 2018



SPACE NEEDS ANALYSIS:

Village of Shorewood - Public Works Facility
Division and Room Size Analysis

Division and Room Type:	Current S.F.:	VNL S.F.:	Proposed S.F.:	Notes:
Shop Area:				
Mezzanine	1445	8426	8425	
Water Shop	1450	1540	1550	
Streets Shop	2024	1540	1550	
Parks Shop	0	1540	1550	existing in shared space with vehicle storage
Sign Shop	1504	1555	1550	
Misc Shop	0	1540	1550	
Fabrication Shop	0	0	2500	existing is in vehicle maintence area
Elevator	0	70	70	
Elevator Equipment	0	64	64	
Stairs (2)	0	157	160	
Division Sub-Total:	6423	16432	18969	
Fleet Maintenance:				
Maintenance Bays	4183	5234	5250	4 bays, 1 drive thru
Lubricant Storage Room	0	507	500	
Tire Storage Room	0	521	525	
Maintenance Manager	0	196	200	
Toilet	160	55	55	
Wash Bay	0	1258	1250	existing is in vehicle storage area
Parts Storage	535	461	550	
Division Sub-Total:	4878	8232	8330	
Fleet Storage:				
Interior Vehicle Storage	17225	48219	48250	
Division Sub-Total:	17225	48219	48250	

SPACE NEEDS ANALYSIS:

Village of Shorewood - Public Works Facility
Division and Room Size Analysis

Division and Room Type:	Current S.F.:	VNL S.F.:	Proposed S.F.:	Notes:
Office Area:				
Public Works Director	187	207	200	
Public Works Superintendent	0	150	150	
Supervisor - Water	130	210	150	
Sipervisor - Streets	130	151	150	
Supervisor - Buildings and Grounds	0	0	150	
Supervisor - Parks	130	151	150	
Supervisor - JULIE Coordinator	0	0	150	
Admin. Office	0	0	150	
Admin. Assistant	170	350	350	Reception, 2 workstations
General Office Area (cubicles)	0	1388	700	4 workstations
Conference Room	0	356	350	seating for 10 people
Kitchenette	0	100	100	
Kitchen/ Training Room	336	2141	2150	seating for 60 People
Men's Toilet	64	55	55	
Women's Toilet	0	55	55	
Men's Public Toilet	200	183	180	
Women's Public Toilet	200	183	180	
Computer/Data/Phone Room	0	98	100	
Storage	240	177	200	
Men's Locker Area	336	1537	1500	
Women's Locker Area	0	380	400	
Laundry	0	60	60	
Quiet Room	0	127	150	
Entry Vestibule	0	145	250	secure entry vestibule
Division Sub-Total:	**2123**	**8204**	**8030**	

Village of Shorewood
New Public Works Facility

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

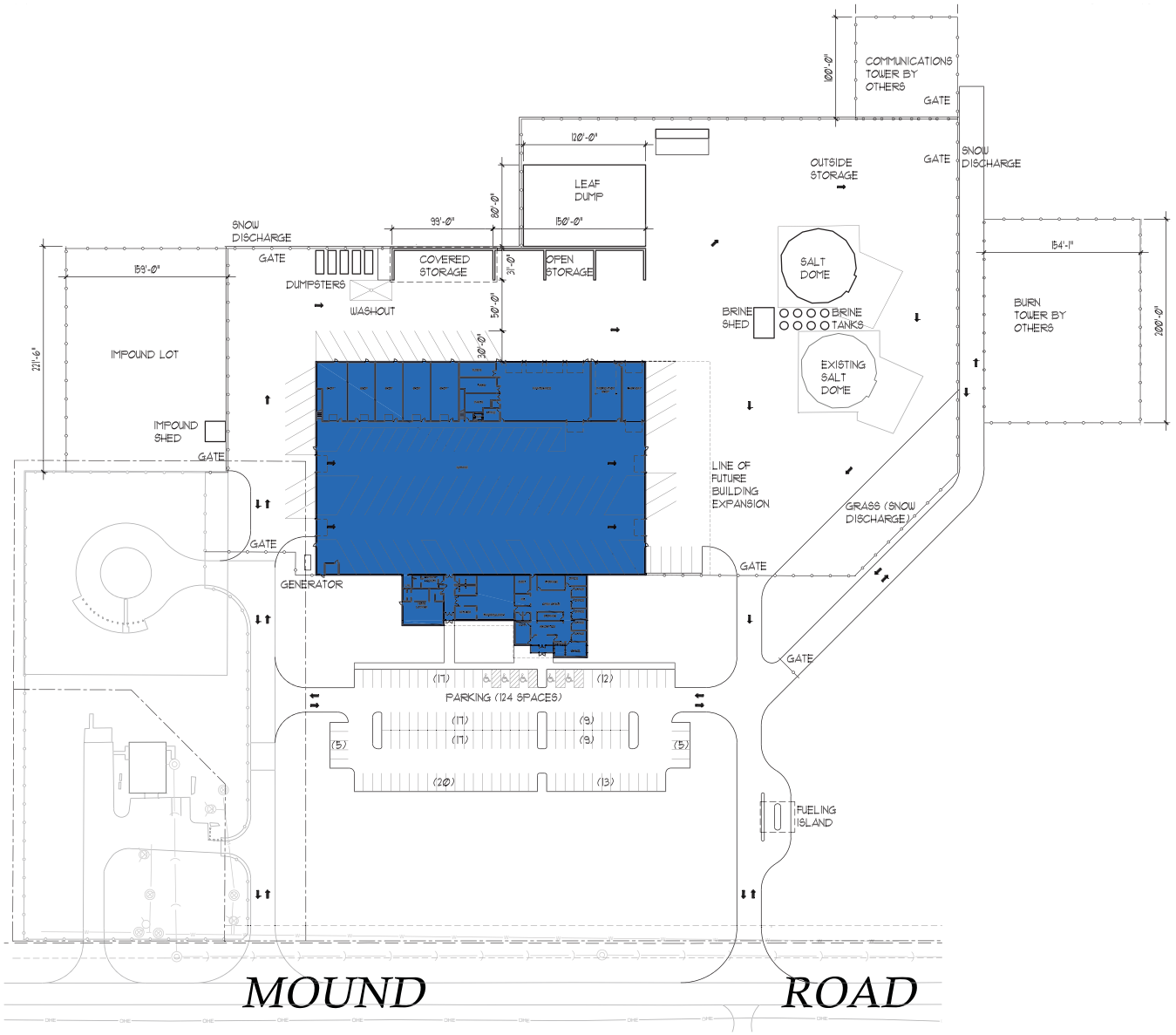
Village of Shorewood: New Public Works Facility

Tria developed a proposed a building program for the Village of Shorewood for a new Public Works facility that would be housed on the Mound Road site, already owned by the Village, which will include an 87,664 square foot main facility to house the administrative offices, vehicle storage, locker rooms, training facility, departmental shops, and a vehicle maintenance garage. The site will also feature two 3,000 ton salt domes, covered and open exterior storage bins, a covered leaf dump, and a fueling island with underground tanks.

Client:
Village of Shorewood
One Towne Center Blvd.
Shorewood, Illinois 60404

Project Cost:
$10,000,000 (Estimate)

Completion Date:
Pending



City of Palos Hills
New Public Works Facility

Rendering

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

City of Palos Hills: New Public Works Facility

In 2018, Tria partnered with Christopher B. Burke Enginerring, LTD. to develope a new Public Works facility for the City of Palos Hills. The new two-story Public Works building will feature storage for 33 vehicles, one (1) wash bay, three (3) maintenance bays, a brine facility, locker room facilities and administrative offices. Expanding beyond the building, the 7.5 acre site plan includes a parking lot for Public Works employees, fueling station, material storage yard, salt storage, and an at-grade, dry bottom stormwater pond.

Client:
City of Palos Hills
10335 South Roberts Road
Palos Hills, Illinois 60465

Project Cost:
$7,000,000

Completion Date:
Pending

City of Country Club Hills
City Vehicle Storage Building

City of Country Club Hills: City Vehicle Storage Building

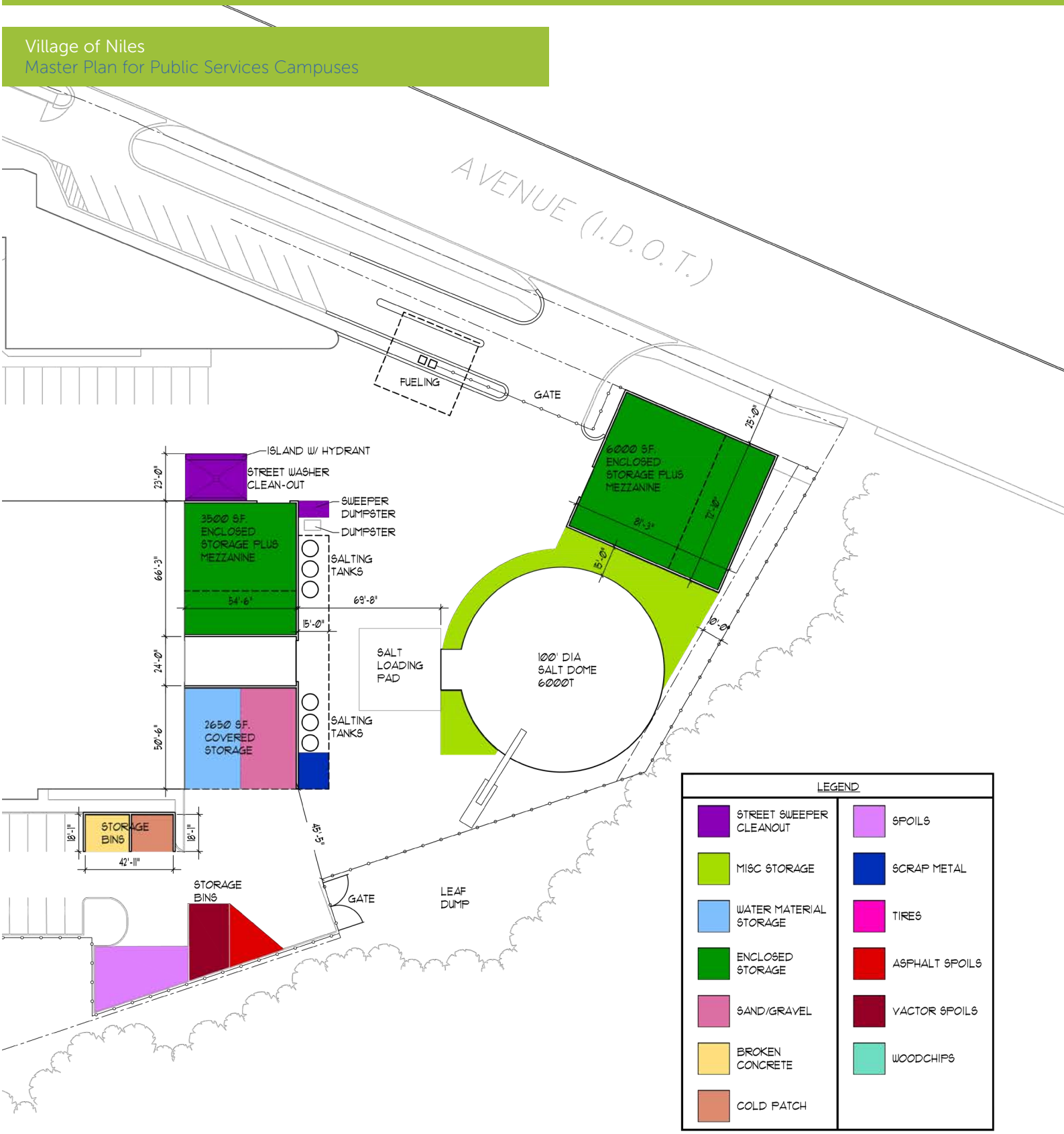
Designed for the City of Country Club Hills in south suburban Chicago, Tria Architecture surpassed the city's design expectations for their new Storage Building. Designed to house the city records and winter vehicles, the project was initially intended to be a pole barn. The beautifully designed structure is both functional and well under budget.

Client:
City of Country Club Hills
4200 West Main Street
Country Club Hills, Illinois 60478

Project Cost:
$1,358,000

Completion Date:
Summer 2006

Village of Niles
Master Plan for Public Services Campuses



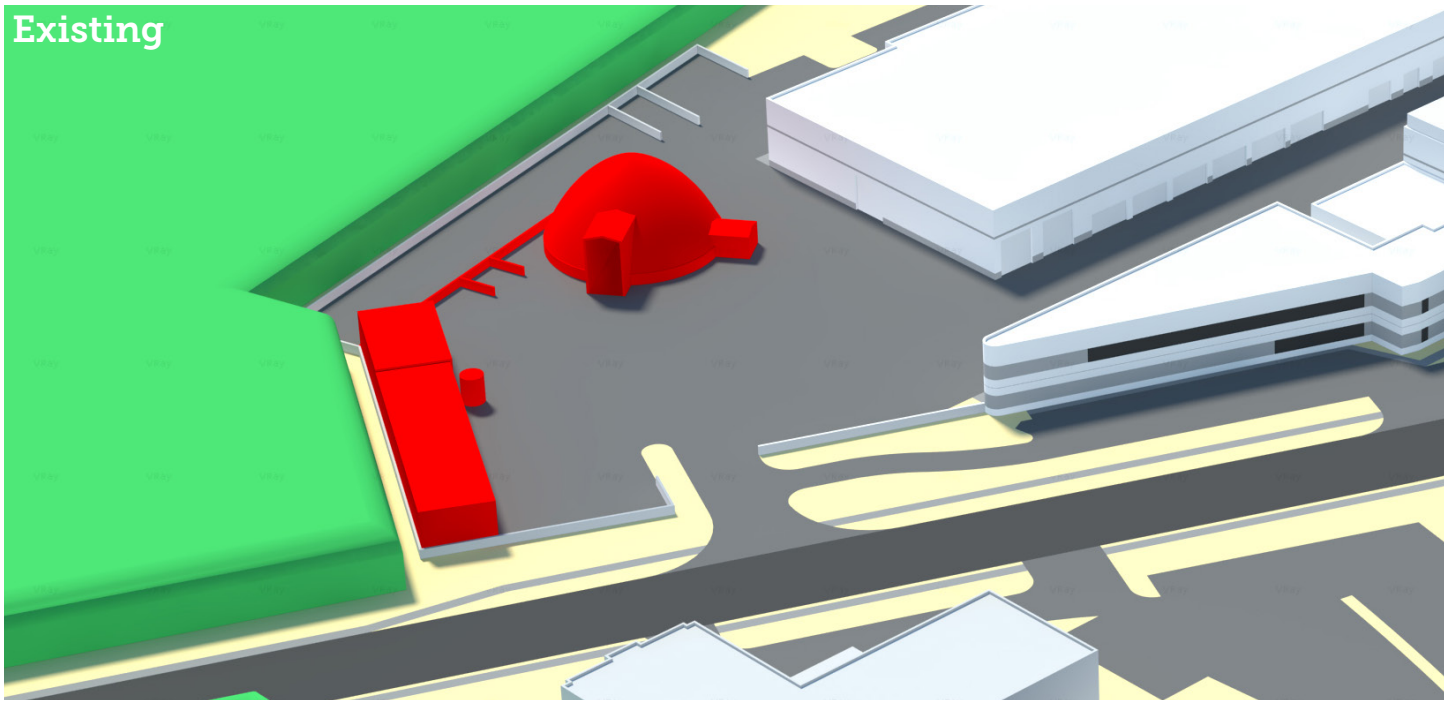
Village of Niles: Master Plan for Public Services Campuses

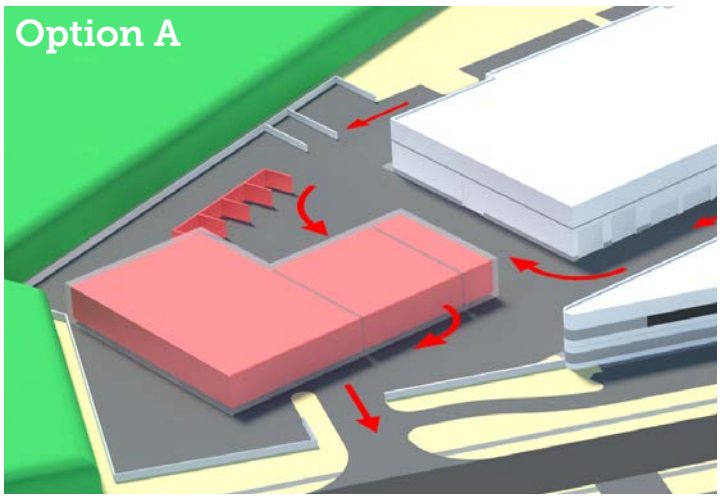
The existing Village of Niles Public Services Campus (PSC) houses their public works facility which includes offices, vehicle storage, salt dome, brine tanks, fueling island, outside storage and material bins. Due to demolition of an old off-site public works storage building, the Village needed to consolidate the two public works sites at the PSC, as well as increase the amount of salt storage on site. The existing PSC site was very constricted to begin with, so they hired Tria Architecture to complete an analysis on how they can maximize the use of their site. We came up with several options of additions and renovations to meet their needs and improve the flow of vehicle traffic within the site.

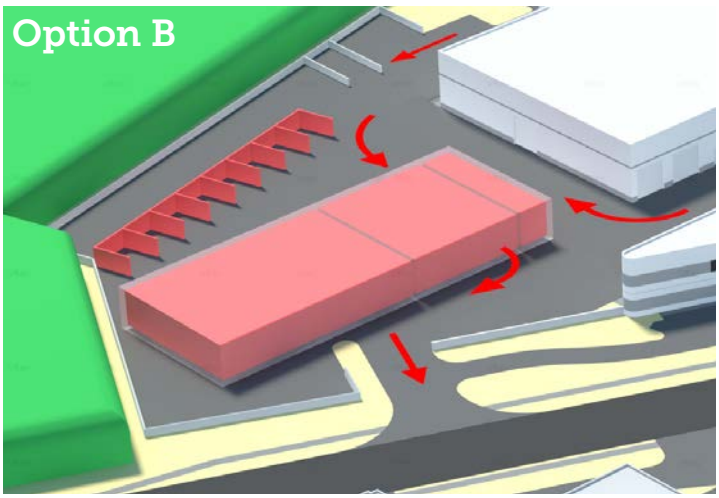
Client:
Village of Niles
1000 Civic Center Drive
Niles, Illilnois 60714

Project Cost:
$5,900,000 (Estimate)

Completion Date:
Phase 1 - Fall 2019







City of Country Club Hills
Fleet Maintenance Facility

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

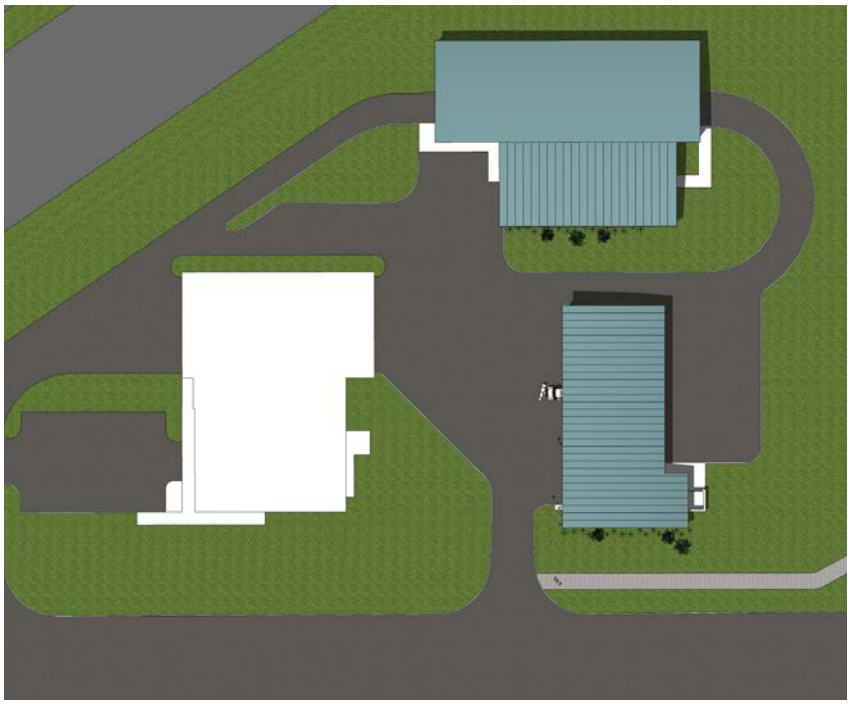
City of Country Club Hills: Fleet Maintenance Facility

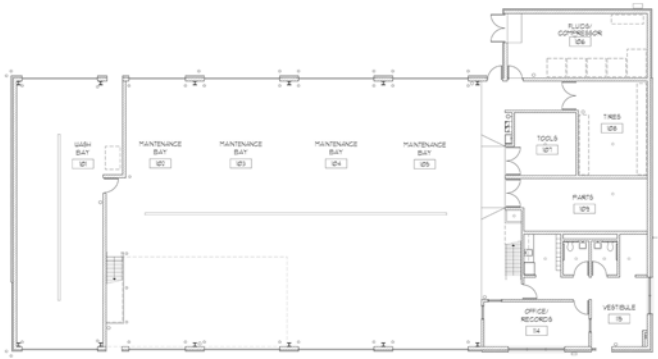
The City of Country Club Hills' fleet of vehicles had outgrown the maintenance capabilities of their current facility. After completing an adjacent 16,000 s.f. storage building, the City of Country Club Hills called upon Tria Architecture again to design the New Fleet Maintenance Facility. This new structure would service all of the City's vehicle repair and maintenance needs from police cars to snow plows, as well as provide storage space for various City departments, with a new fire station and future fire department training tower.

Client:
City of Country Club Hills
4200 West Main Street
Country Club Hills, Illinois 60478

Project Cost:
$1,300,000 (Estimate)

Completion Date:
Pending





Village of Glenview
Public Works Facility Analysis

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

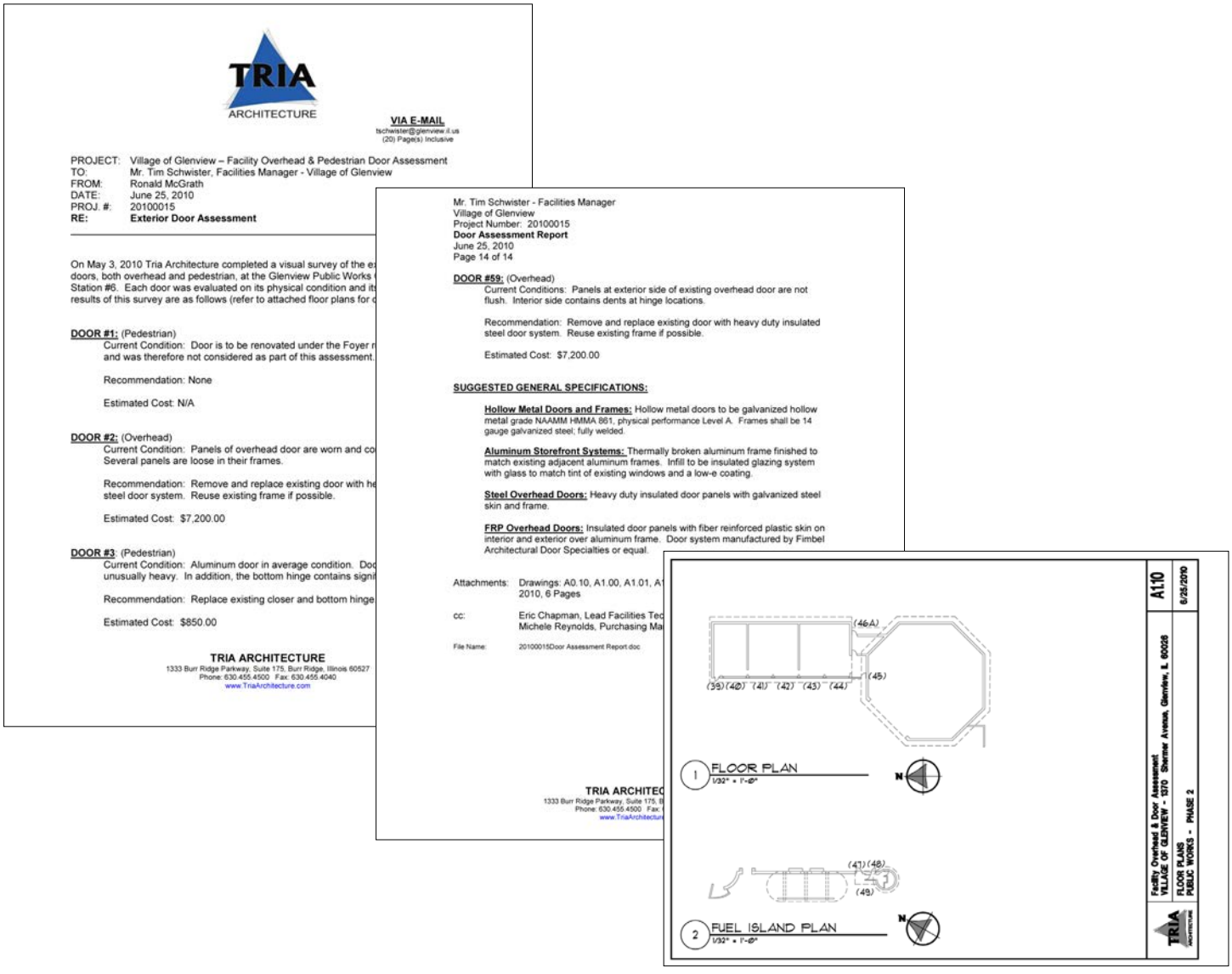
Village of Glenview: Public Works Facility Analysis

Tria Architecture has worked with the Village of Glenview on several projects, one of which was an assessment of all pedestrian doors at two of their facilities; the Public Works Campus and Fire Station 6. Tria Architecture completed a thorough inspection of all pedestrian doors and frames at the two facilities, provided specifications and cost estimates for recommended replacements. Tria is currently working with the Village of Glenview to complete assessments on seven buildings and in 2010, a painting assessment was completed for nine buildings.

Client:
Village of Glenview
2500 East Lake Avenue
Glenview, Illinois 60026

Project Cost:
$200,000 (Estimated)

Completion Date:
Summer 2010



TRIA
ARCHITECTURE

VIA E-MAIL
tschwister@glenview.il.us
(20) Page(s) Inclusive

PROJECT: Village of Glenview – Facility Overhead & Pedestrian Door Assessment
TO: Mr. Tim Schwister, Facilities Manager - Village of Glenview
FROM: Ronald McGrath
DATE: June 25, 2010
PROJ. #: 20100015
RE: Exterior Door Assessment

On May 3, 2010 Tria Architecture completed a visual survey of the ex
doors, both overhead and pedestrian, at the Glenview Public Works
Station #6. Each door was evaluated on its physical condition and its
results of this survey are as follows (refer to attached floor plans for

DOOR #1: (Pedestrian)
Current Condition: Door is to be renovated under the Foyer r
and was therefore not considered as part of this assessment.

Recommendation: None

Estimated Cost: N/A

DOOR #2: (Overhead)
Current Condition: Panels of overhead door are worn and co
Several panels are loose in their frames.

Recommendation: Remove and replace existing door with he
steel door system. Reuse existing frame if possible.

Estimated Cost: $7,200.00

DOOR #3: (Pedestrian)
Current Condition: Aluminum door in average condition. Doo
unusually heavy. In addition, the bottom hinge contains signi

Recommendation: Replace existing closer and bottom hinge

Estimated Cost: $850.00

TRIA ARCHITECTURE
1333 Burr Ridge Parkway, Suite 175, Burr Ridge, Illinois 60527
Phone: 630.455.4500 Fax: 630.455.4040
www.TriaArchitecture.com

Mr. Tim Schwister - Facilities Manager
Village of Glenview
Project Number: 20100015
Door Assessment Report
June 25, 2010
Page 14 of 14

DOOR #59: (Overhead)
Current Conditions: Panels at exterior side of existing overhead door are not flush. Interior side contains dents at hinge locations.

Recommendation: Remove and replace existing door with heavy duty insulated steel door system. Reuse existing frame if possible.

Estimated Cost: $7,200.00

SUGGESTED GENERAL SPECIFICATIONS:

Hollow Metal Doors and Frames: Hollow metal doors to be galvanized hollow metal grade NAAMM HMMA 861, physical performance Level A. Frames shall be 14 gauge galvanized steel; fully welded.

Aluminum Storefront Systems: Thermally broken aluminum frame finished to match existing adjacent aluminum frames. Infill to be insulated glazing system with glass to match tint of existing windows and a low-e coating.

Steel Overhead Doors: Heavy duty insulated door panels with galvanized steel skin and frame.

FRP Overhead Doors: Insulated door panels with fiber reinforced plastic skin on interior and exterior over aluminum frame. Door system manufactured by Fimbel Architectural Door Specialties or equal.

Attachments: Drawings: A0.10, A1.00, A1.01, A
2010, 6 Pages

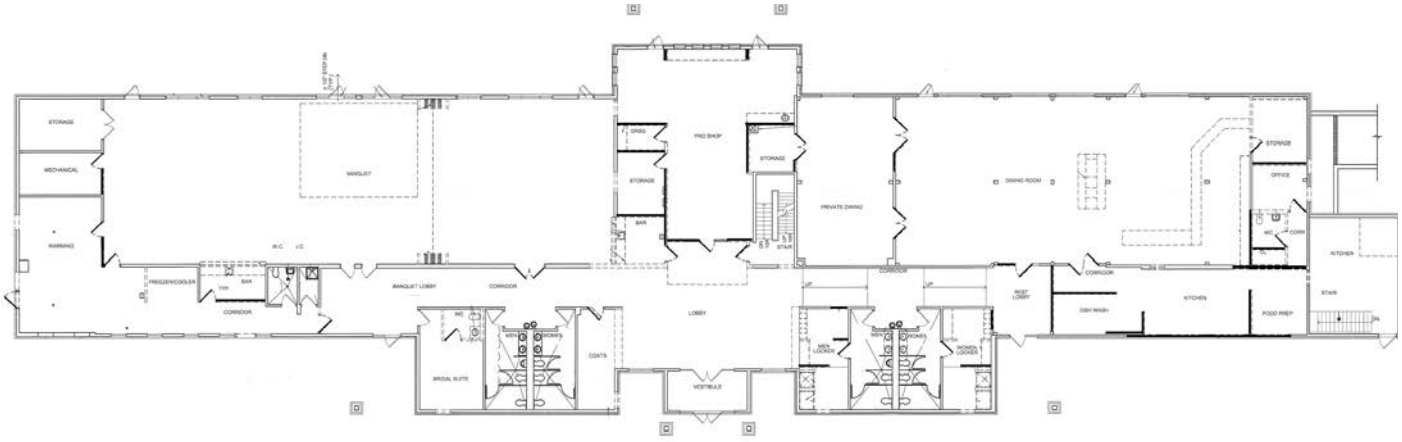
cc: Eric Chapman, Lead Facilities Tec
Michele Reynolds, Purchasing Ma

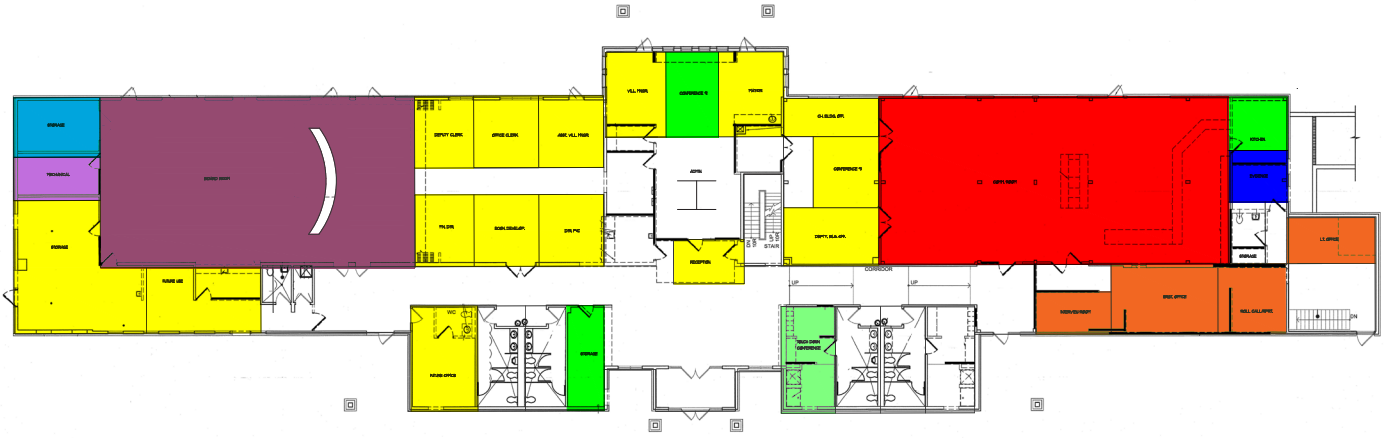
File Name: 20100015Door Assessment Report.doc

TRIA ARCHITEC
1333 Burr Ridge Parkway, Suite 175, B
Phone: 630.455.4500 Fax:
www.TriaArchitectur

(46A)
(45)
(39) (40) (41) (42) (45) (44)
1 FLOOR PLAN
1/32" = 1'-0"
N
(47) (48)
(49)
2 FUEL ISLAND PLAN
1/32" = 1'-0"
N
A1.10
6/29/2010
Facility Overhead & Door Assessment
VILLAGE OF GLENVIEW - 1370 Shermer Avenue, Glenview, IL 60026
FLOOR PLANS
PUBLIC WORKS - PHASE 2
TRIA ARCHITECTURE

Village of Homer Glen
Village Hall Space Needs Analysis





Village of Homer Glen: Village Hall Space Needs Analysis

The Village Homer Glen purchased the existing Woodbine Golf Course and Club House to establish a new residence for their Village Hall. Before any designs were begun, Tria completed a detailed Space Needs Analysis to quantify their existing staffing and facility as well as their future staffing and facility needs.

Client:
Village of Homer Glen
14240 West 151st Street
Homer Glen, Illinois 60491

Project Cost:
N/A

Completion Date:
Winter 2017

Department Staff Analysis

Department:	Full-Time Staff			Part-Time Staff		
	Existing	Future	**Total:**	Existing	Future	**Total:**
Elected(Mayoral)	1	0	**1**	0	0	**0**
Administration	6	2	**8**	0	0	**0**
Building	4	1	**5**	0	0	**0**
Planning and Zoning	1	0	**1**	0	0	**0**
Finance	2	1	**3**	0	0	**0**
Development Services	3	0	**3**	0	0	**0**
Economic Development	1	0	**1**	0	0	**0**
Public Service/Safety	4	1	**5**	0	0	**0**
Sub-Total:	**22**	**5**	**27**	**0**	**0**	**0**

Division & Room Size Analysis

Division and Room Type:	Potential S.F.:	Target S.F.:	Actual S.F.:	S.F. Difference:	Room #:	New/Existing	Floor Level:	Security Level:	Room Type:
Public/Elected/Adjudication:									
Village Hall Vestibule	200.0	150.0	128.0	(72.00)	100	Existing	1	Low	
Village Hall Lobby	800.0	600.0	700.0	(100.00)	101	Existing	1	Low	
Touchdown/Conference Room (#1)	250.0	240.0	205.0	(45.00)	104	New	1	Low	
Men's multi-user restroom	180.0	170.0	175.0	(5.00)	105	Existing	1	Low	
Women's multi-user restroom	180.0	170.0	175.0	(5.00)	106	Existing	1	Low	
Vestibule (2)	50.0	50.0	350.0	300.00	109	New	1	Low	
Corridor	250.0	250.0	325.0	75.00	108	Existing	1	Low	
Community Kitchen	309.0	200.0	90.0	(219.00)	118	New	1	Low	
Community Room (Conf. #2)	1703.0	600.0	835.0	(868.00)	120	Existing	1	Low	
Community Rm Extension/Board Rm	1703.0	600.0	2105.0	402.00	121	Existing	1	Low	
Dias/Board Room	1600.0	1600.0	2105.0	505.00	122	Existing	1	Medium	
Board Room Storage	200.0	160.0	56.0	(144.00)	119	New	1	Medium	
Employee Entrance	80.0	80.0	20.0	(60.00)	136	New	1	Medium	
Mayor's Office	280.0	220.0	170.0	(110.00)	124	New	1	Medium	
Division Sub-Total:	**7785.0**	**5090.0**	**7439.0**	**(346.00)**					

Village of Homer Glen
New Village Hall

Original

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

Village of Homer Glen: New Village Hall

The Village Homer Glen purchased the existing Woodbine Golf Course and Club House to establish a new residence for their Village Hall. The scope of work included revitalizing the interior portion with new cabinetry, flooring, and other interior finishes as well as addressing various structural, mechanical, electrical, and plumbing issues. The original budget for the project was for $2,000,000 and the final design and construction of the facility fell well under the proposed amount.

Client:
Village of Homer Glen
14240 West 151st Street
Homer Glen, Illinois 60491

Project Cost:
$1,343,000

Completion Date:
Winter 2017

Village of Lombard
Garfield Site Maintenance Facility

Village of Lombard: Garfield Site Maintenance Facility

Tria Architecture was brought in by the Village of Lombard to facilitate the design and construction documents of the Public Works' brand new maintenance facility, while working with a limited budget. The 2,450 square foot design includes a garage, planning room, office and a restroom.

Client:
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Project Cost:
$560,000

Completion Date:
Summer 2014

Village of Lombard
Garfield Site Maintenance Facility

Village of Lombard: Garfield Site Maintenance Facility

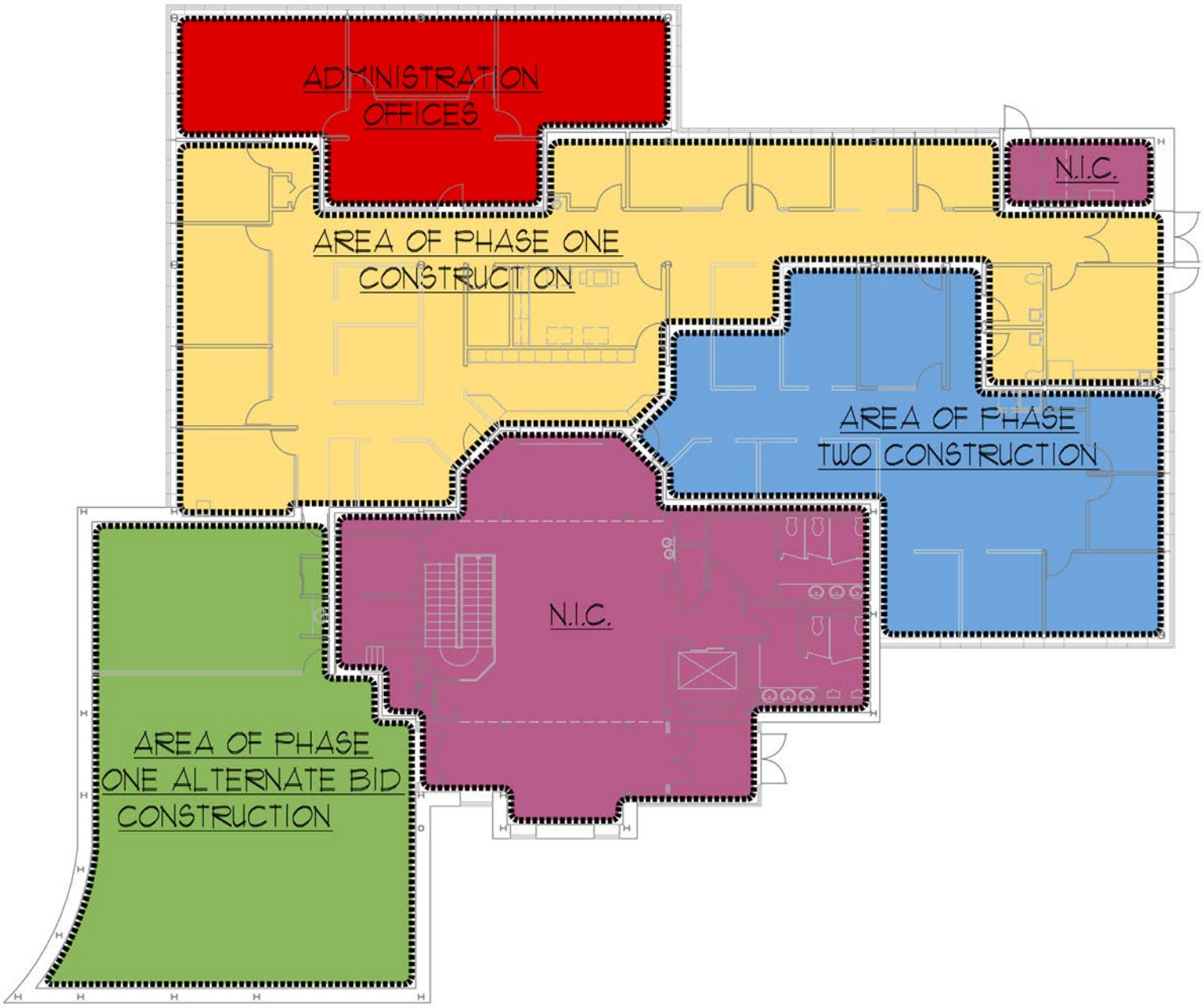
Tria Architecture was brought in by the Village of Lombard to facilitate the design and construction documents of the Public Works' brand new maintenance facility, while working with a limited budget. The 2,450 square foot design includes a garage, planning room, office and a restroom.

Client:
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Project Cost:
$560,000

Completion Date:
Summer 2014

City of Country Club Hills
Space Needs Analysis & Renovations



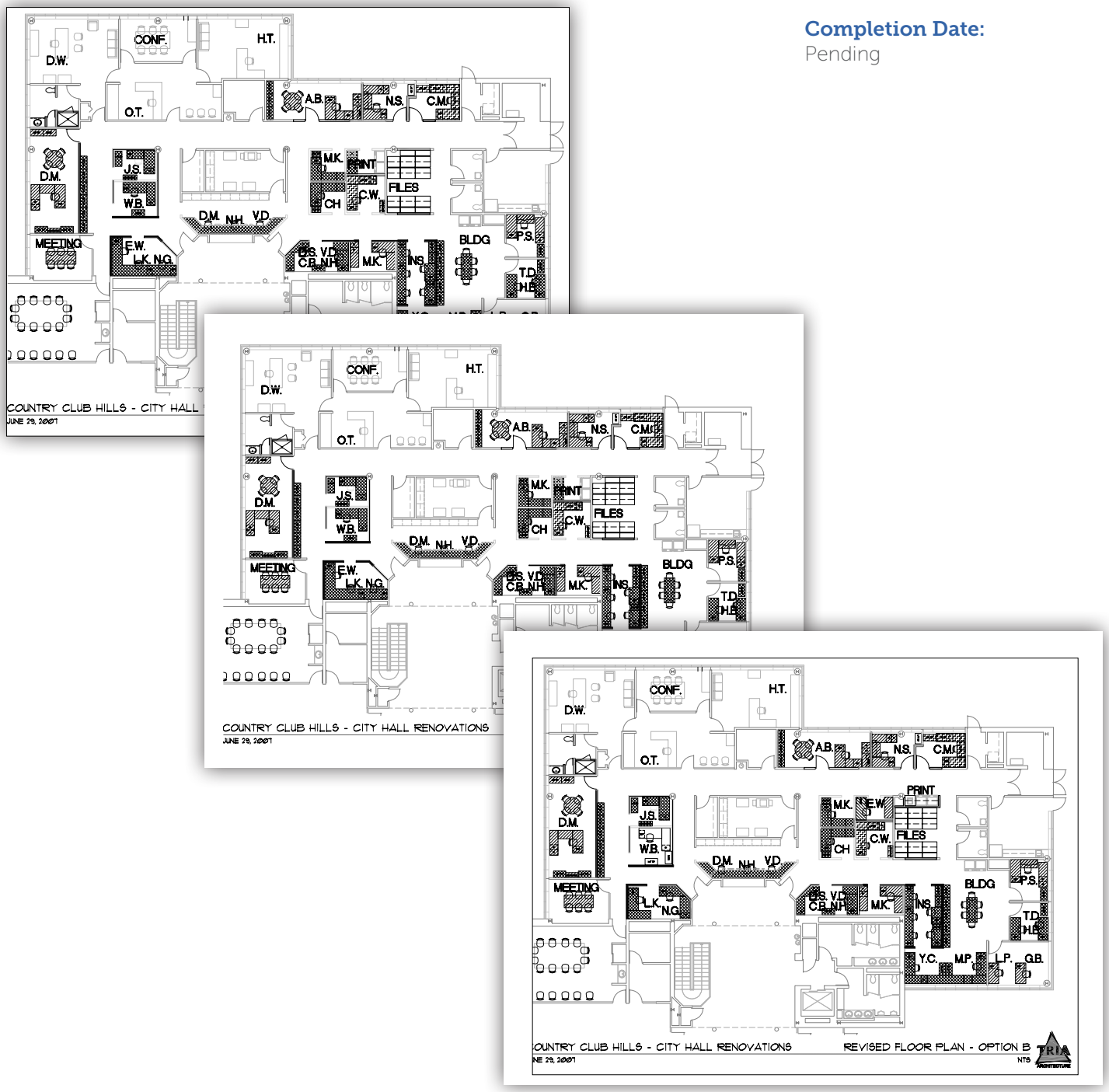
City of Country Club Hills: Space Needs Analysis & Renovations

Within the City Hall of Country Club Hills, the creation of new departments and shifting of personnel over time created a cramped and inefficient workplace. Tria Architecture worked with the City to quickly analyze their allocation of space and identify their deficiencies. Tria Architecture quickly designed several effective space and furniture re-arrangements to accommodate their operational needs. The newly designed spaces were also designed for the City's future growth.

Client:
City of Country Club Hills
4200 West Main Street
Country Club Hills, Illinois 60478

Project Cost:
$313,000

Completion Date:
Pending



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

Village of Homer Glen
Heritage Park – Active Core

Village of Homer Glen: Heritage Park – Active Core

The Village of Homer Glen hired Tria Architecture to convert land that was previously a golf course into a public park. Partnering with GreenBerg Farrow and HR Green, the project is expected to be completed in Spring 2019.

The Active Core contains a selection of active and passive features in the center of Heritage Park, featuring various walking paths, a challenge course, nature based play areas, a sensory garden, a fitness area, large and small game courts, a court plaza, and a pavilion. Expanded parking lots, smart lighting and landscaping, and a multipurpose walking and biking trail provides a safe and convenient accessibility to the park's amenities.

Client:
Village of Homer Glen
14240 West 151st Street
Homer Glen, Illinois 60491

Project Cost:
$2,600,000

Completion Date:
Summer 2019

City of Elmhurst
New Public Works Facility

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

*City of Elmhurst: New Public Works Facility

With an adjacent hotel to the North and a school across the street, the new Elmhurst Public Works building had special site considerations that needed to be accounted for. Special care was taken to ensure the building was attractive not only from the school facing street-scape but from the hotel above. Traffic flow, noise and appearance were also factored into the design to eliminate any safety concerns.

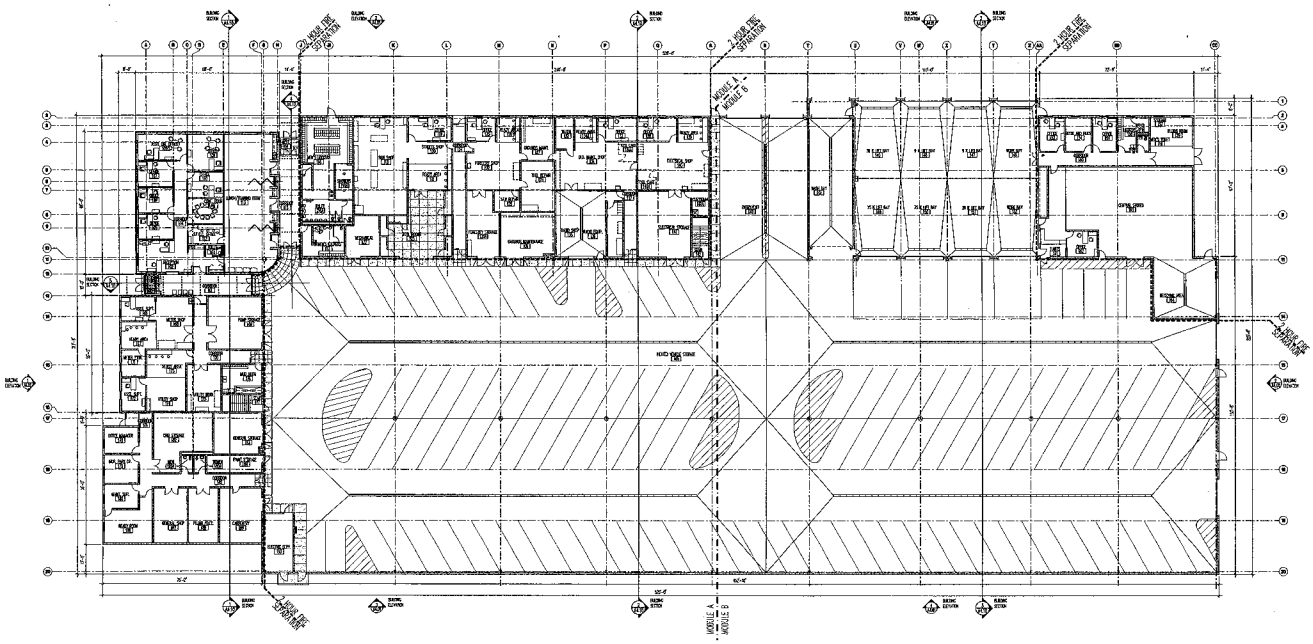
*Project Architect: James Petrakos, Managing Principal [While With Legat Architects]

Client:
City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126

Project Size:
111,600 S.F.

Project Cost:
$8,890,000

Completion Date:
Fall 2000



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Section Three:

KEY PERSONNEL & EXPERIENCE

3.1: Project Team

James A. Petrakos AIA, LEED AP

Managing Principal

20+ Years of Experience

Master of Architecture / Master of Science (Civil Engineering)

As Co-Founder and Managing Principal, Jim will provide assistance with the project start-up procedures, by coordinating and negotiating Owner contracts and assisting in the selection of sub-consultants. Providing a constant resource for clients to address any questions or issues throughout a project, Jim will oversee the progress of any project to maintain a consistent time line that stays within budget. Jim has over twenty years of public and private architecture experience with a specialization in project management as well as a dedication to client commitment.

Ronald E. McGrath AIA, LEED AP

Project Principal / Facility Assessment Administrator

20+ Years of Experience

Master of Architecture

One of three Co-Founders and Principal Architect of Tria Architecture, From the initial walk-through to completion, Ron will provide constant coordination between himself, key stakeholders, and any in-house staff involved with the project. With over twenty years of public and private architectural experience, Ron has a strong understanding of the importance of providing exceptional service that stays well within a client's budget.

Jorge Ortiz

Project Manager

21+ Years of Experience

Bachelor of Arts and Architecture

As the "boots on the ground", Jorge will provide daily coordination for any potential project that may need to be addressed. His services include proposing solutions and producing potential drawings for bidding and construction. Through the coordination of sub-consultants as well as in-house staff, Jorge will provide consistent construction observation with assistance and direction from the Project Principal when his services are required.

Nancy Sander NCIDQ, LEED AP

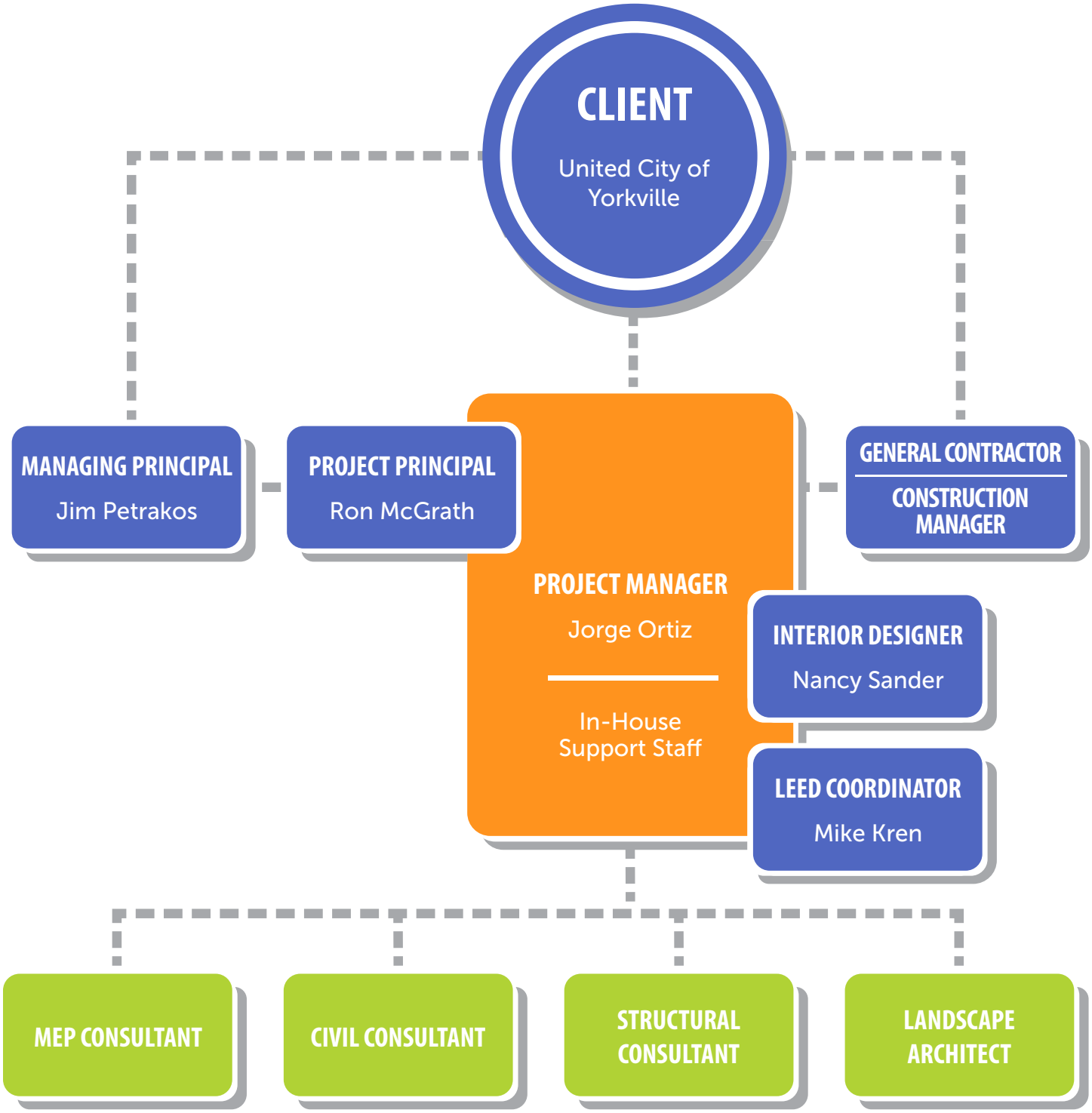
Interior Designer

18+ Years of Experience

Bachelors of Science in Interior Design

Nancy's primary responsibilities will include design with reference to space planning, lighting plans, furniture layout, and finish selections. In addition, Nancy will be responsible for specification and bidding of furniture, finish selections and construction administration, as needed. Nancy has experience in every aspect of the design process and brings a versatile skill set that makes every project shine!

3.2: Project Team Organization



3.3: Project Team Resumes

(As Follows)

Experience:

17 Years with Tria Architecture
8 Years with Other

Education:

Bachelor of Science in Architectural Studies, 1993, University of Illinois at Urbana-Champaign

Masters of Architecture / Master of Science (Civil Engineering), 1997, University of Illinois at Urbana-Champaign

License:

Illinois
License No. 001.017328

Affiliations:

American Institute of Architects (AIA)

U.S. Green Building Council (USGBC) - LEED AP

International Institute of Building Enclosure Consultants (IIBEC)

Illinois Association of School Boards (IASB)

Illinois Association of School Administrators (IASA)

South Suburban School Business Officials (SSSBO)

Will County School Business Officials (WILCO)

Community Involvement:

Former City of Lockport Alderman

Former AIA, Northeastern Illinois Chapter Board Member

Former IASBO Service Associate Advisory Committee Member

Former Boy Scouts of America Rainbow Council Board Member

James A. Petrakos, AIA, LEED AP

Managing Principal

Jim has over twenty five years of public and private architectural experience managing projects ranging from $7,400,000 outdoor amphitheaters to $50,000,000 additions and renovations. With a dedication to client commitment he is the client liaison and assists clients with project start-up procedures, the selection of sub-consultants, and the overall coordination and negotiation of Owner contracts. Apart from his role with Tria Architecture, Jim also served as an Alderman for the City of Lockport from 2015 through 2019.

Highlighted Projects

Village of Niles

- Master Plan for Public Services Campuses
- Police Storage Building

Village of Shorewood

- Public Works Facility - Space Needs Analysis
- New Public Works Facility

Village of New Lenox

- Public Works Facility - Space Needs Analysis
- Public Works Facility - New Building

Village of Lombard

- Maintenance Facility - New Building

City of Lockport

- New Public Works Addition

City of Elmhurst

- New Public Works Facility*

City of Country Club Hills

- Outdoor Amphitheatre - New Building
- Vehicle Storage Building - New Building
- Fleet Maintenance Facility - New Building

Village of Algonquin

- New Public Works Facility*

Village of Glenview

- Public Works Renovation

Village of Homer Glen

- Heritage Park Master Plan

*prior to founding Tria Architecture

Village of Tinley Park - New Metra Station

"On behalf of the Village Board, the citizens of our community, and myself, I wish to thank you for making Tinley Park's new Oak Park Avenue Train Station a regional success."

Mayor Edward Zabrocki
Village of Tinley Park

TRIA ARCHITECTURE

Ronald E. McGrath, AIA, LEED AP

Project Principal

With over twenty five years of architectural experience managing projects ranging from $15,000,000 public works buildings to $20,000,000 new manufacturing facilities, Ron has a strong understanding of the architectural process and its importance when developing a successful project. Apart from being one of three Co-Founders and Principal Architects, Ron is also Tria Architecture's in-house roofing expert and primary facility assessment administrator.

Experience:

17 Years with Tria Architecture
8 Years with Other

Education:

Bachelor of Science in Architectural Studies, 1993, University of Illinois at Urbana-Champaign

Masters of Architecture , 1995, Washington University St. Louis, Missouri

License:

Illinois
License No. 001.018019

Affiliations:

American Institute of Architects (AIA)

National Council of Architectural Registration Boards (NCARB)

U.S. Green Building Council (USGBC) - LEED AP

International Institute of Building Enclosure Consultants (IIBEC)

Illinois City/County Management Association (ILCMA)

Capital Development Board (CDB)

Will County Governmental League (WCGL)

Publications:

"Maintenance issues: Why do we need an architect?", December 2009 ILCMA Newsletter

Highlighted Projects

Village of Niles

- Master Plan for Public Services Campuses
- Police Storage Building

Village of Shorewood

- Public Works Facility - Space Needs Analysis
- New Public Works Facility

Village of New Lenox

- Public Works Facility - Space Needs Analysis
- Public Works Facility - New Building

Village of Lombard

- Maintenance Facility - New Building

Village of Palos Hills

- New Public Works Facility

City of Country Club Hills

- Outdoor Amphitheatre - New Building
- Vehicle Storage Building - New Building
- Fleet Maintenance Facility - New Building

Village of Addison

- New Public Works Facility*

Village of Glenview

- Public Works Renovation

*prior to founding Tria Architecture

River Valley Metro District - Manteno Centre

"We are not always the easiest clients to work for, however, your patience and professionalism are to be commended. You took great care in listening and helping with each comment and concern. Thank you for going that extra mile!"

Mr. Rob Hoffman
Managing Director
River Valley Metro Mass Transit District

Experience:

5 Years with Tria Architecture
16 Years with Other

Education:

Bachelor of Arts and Architecture, 1998, University of Illinois at Chicago

Community Involvement:

Former Soccer Coach at St. Charles East High School and West Chicago High School

Jorge Ortiz

Project Manager

Working as an architect for over twenty one years, Jorge has a wide range of experience working on various project including renovations, additions, and new buildings. Putting the client's needs first he is always readily available as project manager to assist with any issues that may arise throughout a project. Under supervision of the project principal, Jorge provides constant coordination with in-house staff throughout the life cycle of a project.

Highlighted Projects

Village of Shorewood

- Public Works Facility - Space Needs Analysis
- New Public Works Facility

City of Lockport

- New Public Works Addition

Village of Homer Glen

- Heritage Park - Active Core

Kirby School District 140

- 2019 Renovations at Bannes Elementary School
- 2017-2018 Summer Renovations at Millennium Elementary School

Midlothian School District 143

- Media Center Renovations at Kolmar and Springfield Elementary Schools

Homer Community Consolidated School District 33C

- 2020 District-Wide Renovations
- Roofing Renovations at Hadley Middle School and William J. Butler School
- 2020 Mechanical Commissioning
- 10 Year Health/Life Safety Survey

*prior to joining Tria Architecture

City of Rolling Meadows - Fire Station 16 Rendering

"The project was a great success... It was very easy to work with Tria and they are very responsive and accommodating."

Mr. Steven Rockey
Village Manager (Ret.)
City of Rolling Meadows

Experience:

3 Years with Tria Architecture
18 Years with Other

Education:

Bachelor of Science in Interior Design, 1997,
Southern Illinois University - Carbondale

Affiliations:

National Council for Interior Design Qualification (NCIDQ)

U.S. Green Building Council (USGBC) - LEED AP

Nancy Sander, NCIDQ, LEED AP

Interior Designer

Nancy is the newest member of the Tria team. With over 19 years of experience in Commercial and Corporate Design she brings a versatile skill set that will make any project shine! Her interior design experience includes everything from concept designs to signage packages, and much more. She has experience in every aspect of the design process from programing and information gathering to working with contractors during the design process.

Highlighted Projects

City of Palos Heights

- City Hall Renovations

Village of Park Forest

- Village Hall Renovations

Fountaindale Public Library

- Facility Assessment

Duneland School Corporation

- District Wide Media Center Renovations (Interiors)

Ridgeland School District 122

- Simmons Middle School: Computer Lab Interior Renovations

Alsip, Hazelgreen and Oak Lawn Elementary School District 126

- Stony Creek Elementary School: Gym Addition (Interiors)
- Hazlegreen & Lane Elementary Schools: 2018 Renovations (Interiors)
- Early Childhood Center Facility: Interior Programming & Design

*prior to joining Tria Architecture

City of Country Club Hills - Outdoor Amphitheater

"I would like to formally thank Tria Architecture, Inc. for your repeated design excellence on our projects. Your design work and guidance during construction has made the Outdoor Amphitheater a work of art and has helped us become *the #1 R&B venue in Chicagoland*."

Henrietta Turner
Former City Manager
City of Country Club Hills

3.4: Sub-Consultants

Tria Architecture, Inc. is fortunate to have the ability to select the consultants that best fit our client's needs. All engineering components will be completed by qualified outside firms determined by the City. Additionally, we are happy to work with any engineer currently working with the City. Below is a list of consultants we have worked with on similar projects.

***Please Note:** This is NOT a finalized list of sub-consultants for your project.*

Mechanical, Electrical, Plumbing Engineering:

CS2 Design Group, LLC
837 Oakton Street
Elk Grove, Illinois 60007
847.981.1880
www.cs2designgroup.com

CS2 Design Group, LLC is a mid-sized consulting firm licensed to practice mechanical and electrical engineering. Since our start in 1995, the firm has grown into an industry leader specializing in engineering for municipal and eduicational clients. CS2 has grown into an industry leader in the markets that it serves. We are able to hear the needs of our customers and translate them into systems required to achieve a successful project. CS2 continually provides cost effective, high quality design solutions for their clientele.

W-T Engineering, Inc.
2675 Pratum Avenue
Hoffman Estates, Illinois 60192
224.293.6333
www.wtengineering.com

W-T Engineering, Inc. is a family of companies that comprise a full-service consulting engineering firm. For over forty years, we have been serving municipalities, school districts, park districts, architects and corporate clients with innovative and economical design solutions for their developments. We provide clients with a one-stop company to help maintain the integrity of all projects from start to finish. By incorporating all needed engineering disciplines, each customer receives the most efficient and cost effective solution for each respective project.

O'Higgins and Arnold Sustainability, LLC
769 Heartland Drive
Sugar Grove, Illinois
60554
630.538.1996

O'Higgins and Arnold Sustainability, LLC has provided professional consulting and engineering services to a vast array of clients. Our work ethic is a reflection of the quality of work and the dedication of the staff to each and every project from start to finish. Our firm is dedicated to quality, innovation in design, ability to meet schedules, completeness and thoroughness of our designs, industry involvement, community involvement and customer satisfaction. It is this philosophy of service and the privilege to work with our distinguished clientele that keeps OAS, LLC at the head of the engineering community.

KJWW Engineering Consultants
623 26th Avenue
Rock Island, Illinois 61201
309.788.0673
www.kjww.com

KJWW Engineering Consultants is an international engineering consulting firm providing innovative engineering solutions for building systems planning and design. Our specialties are high-performing building systems, infrastructure, program management and construction-related services, but our secret to success is found in our deep bench of 1,500 team members. For us, people-centered engineering is about more than the people we serve — it's representative of the engaged employee culture we've worked hard to create. We believe in investing in our people and their professional futures through continuous training, community involvement and the ability to develop a niche specialty.

Structural Engineering:

Larson Engineering
1488 Bond Street
Naperville, Illinois 60563
630.357.0540
www.larsonengr.com

Larson Engineering is an internationally recognized, full service engineering firm with clients and projects spanning the globe. Our structural engineers deliver innovative, economical solutions that keep available resources in mind. In addition to the more traditional steel, concrete and wood, we've also engineered the use of more unique materials – including ice – for specialty structures. Our conscientious engineers guide clients toward the best solution for their unique needs.

W-T Engineering, Inc.
2675 Pratum Avenue
Hoffman Estates, Illinois 60192
224.293.6333
www.wtengineering.com

W-T Engineering, Inc. is a family of companies that comprise a full-service consulting engineering firm. For over forty years, we have been serving municipalities, school districts, park districts, architects and corporate clients with innovative and economical design solutions for their developments. We provide clients with a one-stop company to help maintain the integrity of all projects from start to finish. By incorporating all needed engineering disciplines, each customer receives the most efficient and cost effective solution for each respective project.

Landscape Architect:

JSD Professional Services, Inc.
6520 67th Street
Kenosha, Wisconsin 53142
262.925.8367
www.jsdinc.com

JSD's Landscape Architecture staff is experienced and knowledgeable in all aspects of the site planning process and provides a multidisciplinary approach to design challenges. Their specialized professionals guide projects from the initial planning stages through permitting and construction administration. The end result is the creation of an environment that balances aesthetics and construction costs, while integrating art and engineering, producing projects that are economical, marketable, and visible community assets.

Design Perspectives, Inc.
1280 Iroquois Avenue
Suite 110
Naperville, Illinois 60563
630.428.3134
www.design-perspectives.net

Design Perspectives, Inc. is an award winning Naperville, IL based firm with clients across the nation. They offer a common sense approach for achieving effective results in the following areas: Commercial Landscape Architecture, Parks & Recreational Planning and Design and Comprehensive Planning & Research. Design Perspectives is small enough so that your project receives hands-on personal service and responsiveness directly from the owner. And, it is large enough to offer considerable expertise in a wide variety of areas.

Planning Resources, Inc.
402 W. Liberty Drive
Wheaton, Illinois 60187
630.668.3788
www.planres.com

Planning Resources Inc. is a MBE Chicago-area firm that specializes in community planning, landscape architecture, transportation planning and natural resources protection and management. They are based in Lombard, Illinois, and since its founding in 1982, Planning Resources has offered an interdisciplinary approach to projects, focusing on creating and maintaining livable communities

Civil Engineering:

Eriksson Engineering Associates, Ltd.
601 West Randolph #500
Chicago, Illinois 60661
312.463.0551
www.eea-ltd.com

HR Green is honored to be one of the nation's longest operating engineering firms. For more than 100 years, we have been dedicated to our clients' success. Whether we are providing civil engineering services, innovative management solutions to timely challenges, or overseeing the construction of a high profile improvement, the projects we undertake with our clients connect and shape communities, drive redevelopment and sustainability goals, and improve processes for consistent value.

SPACECO, Inc.
9575 W. Higgins Road
Suite 700
Rosemont, IL 60018
847.696.4060
www.spacecoinc.com

SPACECO, Inc. serves a wide range of governmental, residential, commercial, and industrial clients. We work closely with other consultants, contractors, municipal staff, reviewing agencies, architects, and other key personnel from feasibility to final engineering, ensuring seamless implementation.

Eriksson Engineering Associates, Ltd.
601 West Randolph #500
Chicago, Illinois 60661
312.463.0551
www.eea-ltd.com

Eriksson Engineering Associates, LTD. was founded in 1995 and is a creative resource for civil engineering. On educational projects, realistic site budgets must be established up front, schedules must be maintained, and strong relationships with reviewing agencies can be leveraged. EEA has worked with many school districts throughout the Chicagoland area, providing intelligent, cost-effective solutions for long-term flexibility and low-maintenance designs that allow for future expansion. Additionally, EEA's creative, multi-functional site plans offer additional instruction opportunities to enhance learning without compromising site safety or aesthetics.

Millies Engineering Group
9711 Valparaiso Drive
Suite A
Munster, Illinois 46321
708.474.0104
www.milliesengineeringgroup.com

Millies Engineering Group is a multi-disciplined consulting engineering firm of over 40 years which provides innovative and creative evaluations and design of various environmental systems for educational, institutional, commercial and industrial facilities to end users directly and indirectly through architects and other design professionals. The firm adheres to the philosophy of providing professional services to its clients by incorporating the client as an integral member of the engineering design team, in order to meet the desired functional needs of the end user.

> **"We work with your City to determine which sub-consultant(s) to involve based on their experience, expertise and availability."**

Section Four:

PROJECT APPROACH

4.1: Inception to Owner Acceptance: Methodology

The methodology Tria Architecture uses in conducting a project from inception to Owner acceptance revolves around our commitment to service and placing all emphasis on our client and their needs. We rely on two main components of our Project Approach: Tailored Project Teams and Eight Project Phases, to ensure an efficient and budget conscious end product. Once we have been accepted as your City's Architect, we would initiate a Kick-Off Meeting with staff to further discuss any project(s) in more detail with regards to scope, budget, scheduling, and any restrictions.

Tailored Project Team

Our proposed project team will consist of a personally tailored group that fits appropriately with your needs led by Project Principal, Ron McGrath, AIA, LEED AP. Ron, will handle all the "big picture" items through providing consistent management and supervision throughout each potential project as the City's main point of contact.

Ron will be supported by our Project Manager, Jorge Ortiz, whose primary duties will consist of supporting Ron by: providing daily project coordination, serving as main line of communication between the City and potential contractors, managing in-house design staff and consultants, and ultimately serving as the City's "Boots on the Ground" for any and all future projects.

Depending on what stage your project may be in, we expect either Ron or Jorge to devote 40% to 90% of their daily time to any particular project and ultimately address any of the requested scope of services of your City including:

- Attendance to meetings with City administrative staff
- Development of preliminary drafts of the project program for City review and comment
- City budgetary and funding consultations
- Project scheduling consultations
- Project scope of work and needs consultations

4.2: Approach to Cost Estimating

Our staff is constantly being updated on existing and trending construction products to maintain their knowledge on product and labor costs through weekly meetings with vendors, attendance at conferences, and their own due diligence while working through their current and upcoming projects.

Once within the facility analysis project, our staff will continually check project estimates against the budget through-out the project. To further ensure an accurate estimation of construction, we will engage the assistance of a professional estimator at key milestones to confirm that the project will be on budget.

"Our proposed project team will consist of a personally tailored group that fits appropriately with your needs"

4.3: Space Needs Analysis & Master Planning

Provided is a brief summary of our Project Approach towards Space Needs Analysis and Master Planning. Having provided similar services for clients varying in size we have a strong understanding of gauging how long it takes our team to complete this specific service. As your Village Architect, our initial objective would be to verify the approximate square footage of your facility so we could provide a tentative schedule that transitions through seven general phases.

Kick-Off Meeting:

KICK OFF MEETING → FACILITY SURVEYS → COMPILE DATA → CLIENT REVIEW MEETING → REVISIONS → MASTER FACILITY PLAN

Once a contract for services has been initiated, we will schedule a Kick-Off Meeting to further discuss the project scope, schedule, and any special concerns.

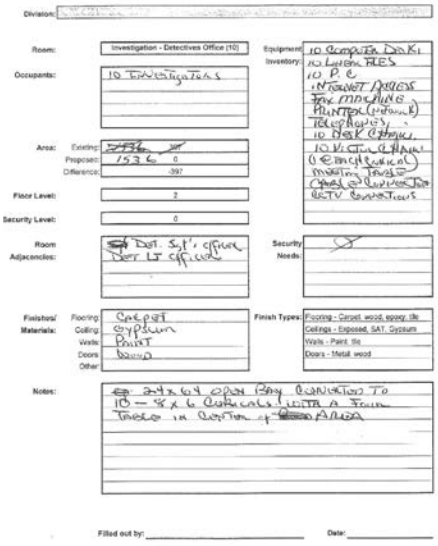
Facility Survey(s):

During this process our team will thoroughly investigate each space in the facility and document any current or potential space issues. We will survey the staff and end users to determine the current and future needs in each space. (Exhibit A)

Compile Data:

Once our Team has completed the Facility Survey phase, we will begin working to compile and organize the data (Exhibit B) while working on accurate estimations for the cost of renovations (Exhibit C) which will provide the initial ground work for the Space Needs Analysis and Master Planning.

(Exhibit A - Figue 1)



(Exhibit A - Figure 2)

(Exhibit B)

SPACE NEEDS ANALYSIS:

Village of Shorewood - Public Works Facility
Division and Room Size Analysis

Division and Room Type:	Current S.F.:	Proposed S.F.:	Notes:
Office Area:			
Public Works Director	187	200	
Public Works Superintendent	0	150	
Supervisor - Water	130	150	
Sipervisor - Streets	130	150	
Supervisor - Buildings and Grounds	0	150	
Supervisor - Parks	130	150	
Supervisor - JULIE Coordinator	0	150	
Admin. Office	0	150	
Admin. Assistant	170	350	Reception, 2 workstations
General Office Area (cubicles)	0	700	4 workstations
Conference Room	0	350	seating for 10 people
Kitchenette	0	100	
Kitchen/ Training Room	336	2150	seating for 60 People
Men's Toilet	64	55	
Women's Toilet	0	55	
Men's Public Toilet	200	180	
Women's Public Toilet	200	180	
Computer/Data/Phone Room	0	100	
Storage	240	200	
Men's Locker Area	336	1500	
Women's Locker Area	0	400	
Laundry	0	60	
Quiet Room	0	150	
Entry Vestibule	0	250	secure entry vestibule
Division Sub-Total:	**2123**	**8030**	
Shop Area:			
Mezzanine	1445	8425	
Water Shop	1450	1550	
Streets Shop	2024	1550	
Parks Shop	0	1550	existing in shared space with vehicle storage
Sign Shop	1504	1550	
Misc Shop	0	1550	
Fabrication Shop	0	2500	existing is in vehicle maintence area
Elevator	0	70	
Elevator Equipment	0	64	
Stairs (2)	0	160	
Division Sub-Total:	**6423**	**18969**	

Fleet Maintenance:			
Maintenance Bays	4183	5250	4 bays, 1 drive thru
Lubricant Storage Room	0	500	
Tire Storage Room	0	525	
Maintenance Manager	0	200	
Toilet	160	55	
Wash Bay	0	1250	existing is in vehicle storage area
Parts Storage	535	550	
Division Sub-Total:	**4878**	**8330**	
Fleet Storage:			
Interior Vehicle Storage	17225	48250	
Division Sub-Total:	**17225**	**48250**	
Utilities:			
Electrical	0	150	
Division Sub-Total:	**0**	**150**	
Sub-Total:	30649	83729	
Gross S.F. Factor (4.7%):	0	3935	
Total Gross Building Square Footage:	**30649**	**87664**	
Site:			
Salt Storage Building	(1) 3000T & (1) 400T	(2) 3000T	
Salting Tanks	4 Tanks	4 Tanks	
Rinse Area	0	250 SF	
Debris Sorting	0	5000 SF	
Dumpster Area	0	(5) 20 yard dumpsters	
Storage Bins	0	2 bins	
Covered Storage	0	2500 SF	
Covered Dump	0	10000 SF	leaf and misc dump area
Exterior Vehicle Storage	57000 SF	26000 SF	existing exterior space estimated
Maintenance Parking	8 spaces	12 Spaces	
Main Parking	0	62 Spaces	existing haphazard parking areas

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

4.3: Space Needs Analysis & Master Planning (Continued)

(Exhibit C)

COST SUMMARY:

Village of Shorewood - New Public Works Buidling

Divisions:	Current S.F. Total:	Proposed S.F.Total:
Office Area	2123	8030
Shop Area	6423	18969
Fleet Maintenance	4878	8330
Fleet Storage	17225	48250
General	0	150
Sub-total:	**30649**	**83729**
Gross S.F. Factor (4.7%):		3935
TOTAL GROSS SQUARE FOOTAGE:		87664

		Estimated Costs
Office Construction Cost	**$**	**2,093,921.03**
Fleet Storage/Shops Construction Cost	**$**	**6,501,108.50**
Fleet Maintenance Construction Cost	**$**	**1,599,360.00**
Site Allowance:	$	500,000.00
Technology Allowance:	$	25,000.00
Furniture Allowance:	$	25,000.00
Landscaping Allowance:	$	50,000.00
Sub-total:	**$**	**10,794,389.53**
Design Contingency (5%):	$	539,719.48
Construction Contingency (5%):	$	539,719.48
TOTAL PROJECT COST:	**$**	**11,873,828.48**

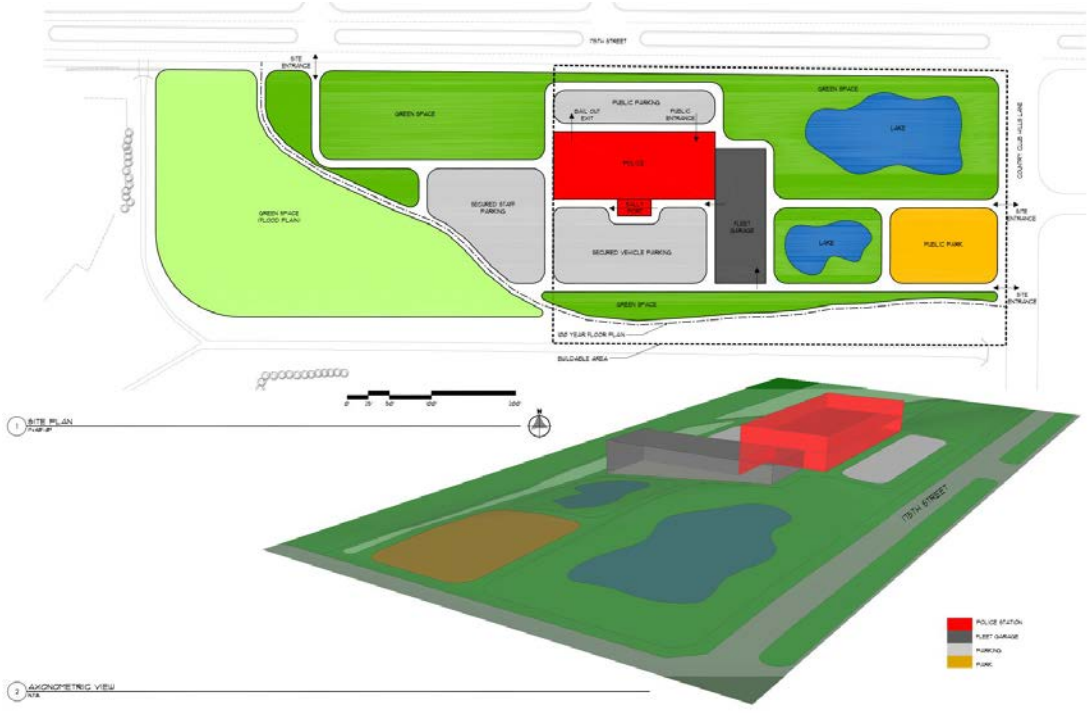
Client Review & Revisions:

During the initial Kick-Off Meeting we will establish a date for Client Review Meetings where we will present a preliminary draft to Administrative staff followed by a meeting with the Board for their input. We take the initial opportunity to work with Administration to review our documents in order to provide any revisions or suggestions that will assist in the preparation of a draft submittal for the Board. We will typically schedule our meeting with Administrative staff two weeks prior to the next schedule Board meeting to allow time to make any detailed revisions.

Space Needs Analysis & Master Planning Report:

After we have received input and direction from the Board and Administration, we will proceed to make any additional site visits in order to complete any revisions and refine other portions of the report. Once our report has been completed we will then organize all of our data into a Space Needs Analysis and Master Facility Plan (Exhibit D) based upon current s.f. and layout, proposed s.f. and layout, and estimated costs of construction.

The final step of this process consists of assembling all surveys, reports, and additional documents into a tabloid sized booklet(s) as well as a digital format. This will serve as the final deliverable which will then be presented to the board at their next scheduled meeting.



Section Five:

CLIENT REFERENCES

5: References

Village of New Lenox

Village of New Lenox - New Public Works Facility

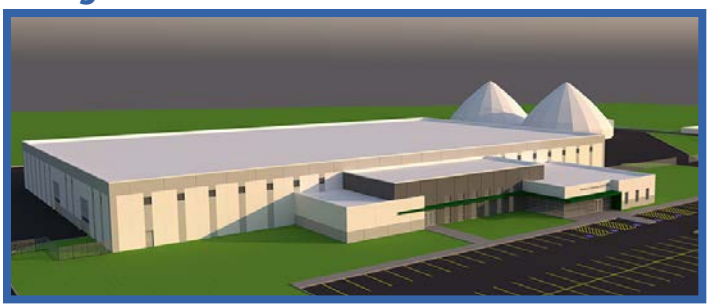
Mayor Tim Baldermann
815.462.6425

Mr. Kurt Carroll
Village Administrator
815.462.6410

Highlighted Projects

- New Metra Station
- New Public Works Facility

Village of Shorewood



Village of Shorewood - New Public Works Facility

Mr. Jim Cullotta
Village Administrator
815.553.2323

Mr. Noriel Noriega
Public Works Director
815.553.2323

Mr. Chris Drey (Previous Public Works Director)
Public Works Director (Village of Romeroville)
815.378.4061

Highlighted Projects

- Public Works Facility Space Needs Analysis
- New Public Works Facility

City of Palos Hills

City of Palos Hills - New Public Works Facility

Mayor Jerry Bennett
708.598.3400

Mr. Nick Oeffling
Commissioner, Public Works / Water Sewer
708.598.3400
ext. 1111

Highlighted Projects

- New Public Works Facility

Village of Lombard

Village of Lombard - Public Works - Garfiled Site Maintenance Facility

Mr. Carl Goldsmith
Director of Public Works
630.620.5982

Highlighted Projects

- Public Works - Garfiled Site Maintenance Facility

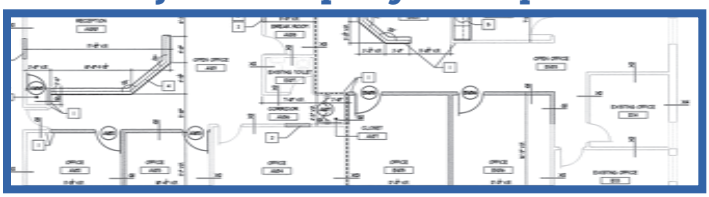
City of Lockport

Mr. Brent Cann
Director of Public Works
815. 838.0549
ext. 2313

Highlighted Projects

- New Public Works Addition

Local Projects - Property Concepts Inc.



Mr. Angelo Kleronomos
Owner
630.554.6000

Highlighted Projects

- Woodward Business Center - Oswego
- Rosehill Clubhouse

TRIA
ARCHITECTURE

West Suburban Office

901 McClintock Drive, Suite 100
Burr Ridge, Illinois 60527

South Suburban Office

1820 Ridge Road, Suite 209
Homewood, Illinois 60430

Northwest Indiana Office

436 Sand Creek Drive N, Suite 205
Chesterton, Indiana 46304

630.455.4500
TriaArchitecture.com

Resolution No. 2021-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, PROVIDING FOR ADDITIONAL FIRMS TO THE LIST OF QUALIFIED FIRMS TO PROVIDE ARCHITECTURAL SERVICES

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a duly organized and validly existing non home-rule municipality and political subdivision of the State of Illinois created in accordance with the Constitution of the State of Illinois and the laws of the State; and,

WHEREAS, the Local Government Professional Services Selection Act (50 ILCS 510/0.01 *et seq*.) (the "*Act*") requires a political subdivision to advertise for submissions of qualifications from firms in the procurement of architectural, engineering and land surveying services unless the political subdivision has a satisfactory relationship for such services with one or more firms; and,

WHEREAS, the Act further mandates that, on the basis of evaluations, discussions, presentations and the ability to provide the required services, the political subdivision shall select those firms to be the most qualified; and,

WHEREAS, pursuant to the Act, on January 14, 2020, the Mayor and City Council passed Resolution 2020-05 (the "Resolution") and selected several firms as the most qualified to perform governmental facility planning services; and,

WHEREAS, the City has now had discussions with and presentations from several additional architectural firms believed to be very qualified and able to perform governmental facility planning services as may be needed by the City and therefor is prepared to amend the Resolution to add those additional firms determined to be qualified to perform architectural services as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. After a thorough review and evaluation by the City Administration of additional submissions from architectural firms in response to a Request for Qualifications for services to prepare governmental facilities plans, the City Administration recommends that the following firms be added to the list of the most experienced and qualified architectural firms to provide such services to the City:

a. Kluber Architects & Engineers, Batavia, Illinois

b. Tria Architecture, Inc., Burr Ridge, Illinois

c. Wold Architects & Engineers, Palatine, Illinois

Section 2. The City Council hereby amends Resolution 2020-05 to accept the recommendations of the City Administration to establish a final list of all architectural firms found to be qualified to perform such services as may be needed by the City in connection with governmental facilities plans:

a. Dewberry Architects, Inc., Elmhurst, Illinois

b. Cordogan Clark & Associates, Chicago, Illinois

c. Williams Architects, Itasca, Illinois

d. Kluber Architects & Engineers, Batavia, Illinois

e. Wold Architects & Engineers, Palatine, Illinois

f. Tria Architects, Burr Ridge, Illinois

Section 3. That this Resolution shall be in full force and effect from and after its passage, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2021.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2021.

_____

MAYOR

Attest:

_____

CITY CLERK

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2024-12

Agenda Item Summary Memo

Title: Public Works Building – Architect Contract with Kluber, Inc.

Meeting and Date: City Council – January 23, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: PW – 1/16/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-12

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 18, 2024
Subject: Public Works and Parks facility – Kluber and EEI agreements

---

Summary

Consideration of an agreement with Kluber, Inc for architectural services and EEI for site development design services for the proposed Public Works and Parks facility.

Background

This item was last discussed at the January 2024 Public Works Committee meeting. At that meeting, the committee heard a verbal report from staff about the contents of the attached agreements with EEI and Kluber for services related to the proposed Public Works and Parks facility. In short, in order to assist the City Council with some final decision making on scope and timing of the construction of the Public Works and Parks facility, the City needs to engage both Kluber and EEI via the attached contracts.

EEI agreement

In general, EEI's agreement will cover all design, paperwork, and planning for most of the components of a Public Works and Parks facility that are outside of the footprint of the building. It is broken into two phases, preliminary engineering at an estimated cost of $76,221 and final engineering at an estimated cost of $107,465. Both phases will include various scope components like budget tracking, attending project meetings, topography and boundary surveys, base map file creation, JULIE coordination, creation of preliminary or final engineering plans, assisting with the design of material storage bins, preparation and submittal of storm water reports, preparation of engineer's estimate of probably construction cost, coordinating review with external regulatory agencies and coordinating outsourced soil borings, geotechnical work, and landscape plans.

EEI's proposed fees are in line with staff expectations and can be covered within the FY 24 budget amount proposed for Public Works and Parks Facility planning. No budget amendment is required.

Kluber agreement

In general, Kluber's agreement will take the City all the way from schematic design phase (big picture planning and drawings used by the City Council to facilitate final decisions on scope and cost of building), to design development phase (details of building layout and appearance), to preparation of construction documents, to participation in the procurement phase, and finally construction management assistance. If the City Council moves forward with the

Kluber contract as drafted, the earliest recommended timeline for bidding is September 2024, with potential construction in mid-2025.

Unlike the variable fee arrangement utilized in the Cordogan Clark agreement for Prairie Pointe renovations, Kluber is proposing a flat fee of $1,362,400 with a $17,600 credit for work already completed by the City during the last space needs analysis. Assuming the City Council moves forward with a $20m to $22m project, that would put the fees in the 6.2% to 6.8% range. Reiterating, Kluber is proposing a fixed fee – so if the City Council decides to increase or decrease the planned budget for the building (either through pre-bid decision making or through construction change orders), Kluber's fee should not change. The staff, including Code Official Pete Ratos, have reviewed local, state, and federal governmental standards as well as trends in private development for architectural contracts and determined this fee is reasonable for the size and complexity of the project. This fee can be covered within the FY 24 budget amount proposed for Public Works and Parks Facility planning, and no budget amendment is required.

Kluber agreement – construction methodology

Kluber's architectural agreement contemplates the City using a construction manager process. This determination was made after consultation with staff. While the City was able to use the Oswego-Yorkville shared Facility Manager for the Prairie Pointe project, the Public Works and Parks facility project will be much larger and more complex. Because of this, we're recommending hiring a major regional or national construction firm to serve as the lead under the construction management process.

This construction manager would be selected by the City through an open RFP process. Assuming the City Council approves the Kluber agreement in January, the staff would work with Kluber to draft a construction manager RFP and prepare a list of firms to receive direct solicitations to submit a proposal in February and March. Staff would conduct interviews soon thereafter with the hope of bringing a recommendation to City Council for consideration in April. Simultaneously with the selection of the construction manager, the City Council will be asked for feedback or decisions on how we will structure the contract as it relates to the construction manager being at risk or not, how guaranteed minimum pricing, change orders, and allowances will work, and how the bid packages will be broken up and held by the construction manager. Representatives from Kluber will give an overview of these options at the City Council meeting if requested, or later in the construction manager selection process.

Recommendation

Staff recommends approval of the agreements with EEI for site development design services and Kluber, Inc. for architectural services for the proposed Public Works and Parks facility.

Resolution No. 2024-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AGREEMENT WITH KLUBER, INC. FOR THE DESIGN OF A PUBLIC WORKS FACILITY

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the City has acquired property commonly known as Lot 4 of the Yorkville Business Center on Boombah Boulevard for the purpose of constructing an 87,000 square foot public works facility (the "PW Facility"); and

WHEREAS, to design the new PW Facility, the City considered receiving various proposals from architectural firms with which it worked in the past and upon due consideration determined that Kluber Inc. of Aurora, Illinois has the expertise necessary to undertake this project; and

WHEREAS, after discussion and review of the Schematic Design submitted by Kluber, Inc., the City Administrator, City Engineer and the City Public Works Director are prepared to recommend that the Mayor and City Council approve the Agreement with Kluber, Inc. in the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois as follows:

Section 1. That the AIA Document 8133-209, being a standard form of Agreement Between Owner and Architect, by and between the United City of Yorkville and Kluber, Inc. attached hereto and made a part hereof by this reference is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the United City of Yorkville.

Section 2. That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the day of February in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

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

United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

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

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

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

1370 – United City of Yorkville – New Public Works Facility

The Construction Manager (if known):
(Name, legal status, address, and other information)

To be determined. Not selected at the time of this Agreement.

The Owner and Architect agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
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User Notes: (1901492567)

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7 COPYRIGHTS AND LICENSES

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10 MISCELLANEOUS PROVISIONS

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12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Program and limited Schematic Design deliverable has been completed by Kluber, Inc. titled 'Yorkville Maintenance Facility' dated November 14, 2022.

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

The proposed facility as presented in § 1.1.1 above is approximately 87,000 square feet on Lot 4 of the Yorkville Business Center of Boombah Boulevard. A follow-up meeting with the Owner on October 17, 2023, it was determined to progress into the full Schematic Design Phase to simplify the building footprint and possibly reduce the overall square footage in order to reduce the budget for the Cost of the Work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Architect's preliminary assumption (with site development) is twenty million dollars. ($20,000,00000). This budget will be used for Architect's preliminary fee calculations for the Stipulated Sum for Basic Services noted in § 11.1.1.The compensation for Basic Services will be reviewed and finalized at the end of the Schematic Design Phase and adjusted (if required) as mutually agreed between Owner and Architect.

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User Notes: (1901492567)

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

.1 Design phase milestone dates, if any:

Schematic Design: March 2024
Design Development: May 2024
Construction Documents: July 2024
Procurement: July/August 2024

.2 Construction commencement date:

September 2024

.3 Substantial Completion date or dates:

July 2025, to be confirmed by Owner and Construction Manager.

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Not anticipated.

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

None

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Bart Olson
City Administrator
United City of Yorkville

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User Notes: (1901492567)

651 Prairie Pointe Drive
Yorkville, IL 60560

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

None

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined.

.2 Land Surveyor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

.3 Geotechnical Engineer:

Contracted through Engineering Enterprises, Inc.
Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123

.4 Civil Engineer:
Engineering Enterprises, Inc. (Civil Engineering & Landscape Design)
52 Wheeler Road
Sugar Grove, IL 60554

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Construction Material Testing (To be determined).

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

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

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§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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

.2 Mechanical Engineer:

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

.3 Electrical Engineer:

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

§ 1.1.12.2 Consultants retained under Supplemental Services:

Integrity Environmental Services, Inc (Fuel Station)
1220 Iroquois Avenue, Suite 100
Naperville, IL 60563

Commissioning
TBD

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

N/A

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

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA

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Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero ($ 1,000,000.00) each accident, One Million Dollars and Zero ($ 1,000,000.00) each employee, and One Million Dollars and Zero ($ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero ($ 2,000,000.00) per claim and Five Million Dollars and Zero ($ 5,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional

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insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or

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procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

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

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

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

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Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

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

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Procurement Phase Services

§ 3.6.1 General

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

(Paragraphs deleted)

§ 3.6.2 Competitive Bidding

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

(Paragraph deleted)

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

.1 providing PDF files of the Bidding Documents to the Construction Manager for their distribution to prospective bidders;

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.2 attend a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Construction Manager for the prospective bidders in the form of addenda; and

.4 attend the opening of bids organized and conducted by the Construction Manager, Construction Manager to document and distribute the bidding results, as directed by the Owner.

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

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.7.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.7.2 Evaluations of the Work

(Paragraph deleted)

§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

(Paragraph deleted)

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

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

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraph deleted)
§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

(Paragraph deleted)
§ 3.7.3 Certificates for Payment to Construction Manager
(Paragraph deleted)
§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

(Paragraph deleted)
§ 3.7.4 Submittals
(Paragraph deleted)
§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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

(Paragraph deleted)
§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

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

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

(Paragraphs deleted)
§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

(Paragraph deleted)
§ 3.7.5 Changes in the Work
(Paragraphs deleted)
§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

(Paragraphs deleted)
§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

(Paragraph deleted)
§ 3.7.6 Project Completion
(Paragraph deleted)
§ 3.7.6.1 The Architect shall:

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

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

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

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§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager (Part of Basic Services)	Architect
§ 4.1.1.2 Programming (Completed by Architect)	Architect
§ 4.1.1.3 Final Update of Preliminary Designs (Part of Basic Services)	Architect

(Row deleted)

§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning (Completed by Architect)	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Owner
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating (after Schematic Design Phase)	Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction (Part of Basic Services)	Architect
§ 4.1.1.16 As-designed record drawings (Part of Basic Services)	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants. Limited to as required for the Architect to prepare its Instruments of Service.	Architect

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§ 4.1.1.22 Telecommunications/data design (Limited)	Architect
§ 4.1.1.23 Security evaluation and planning	Architect
§ 4.1.1.24 Commissioning	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
§ 4.1.1.30 Audio/Visual Systems Design	Owner
§ 4.1.1.31 Fuel Station Design	Architect
§ 4.1.1.32 Site Storage Bin Design	Architect
§ 4.1.1.33 Salt Dome Design	Architect

§ 4.1.2 Description of Supplemental Services

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

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

§4.1.2.1.1 Programing: Completed by Architect under separate contract.

§4.1.2.1.2 Site evaluation and planning: Completed by Architect under separate contract.

§4.1.2.1.3 Architectural Interior Design:

- Preliminary interior design product selections for interior finishes including color options and recommended building placement to Owner for approval.
- Refine interior design selections based upon initial Owner input.
- Present final interior design selections to the Owner for formal approval.
- Document final interior design color selections on the contract documents prior to bidding.
- Note: Built-in casework design is included for the building as part of Basic Services.

§4.1.2.1.4 Architect's Coordination of Owner's Consultants: Coordination of Owner's consultants as required to complete Architect's Instruments of Service. Anticipated to be Owner's civil engineer, landscape designer and geotechnical engineer.

§4.1.2.1.5 Telecommunications/Data Systems Design:

- Design includes interior building communications wiring, jack terminations, patch panels and associated MDF rack design and specifications.
- All other "Telecommunications and data equipment" will be provided by others. This includes but is not limited to: routers, servers, switches, UPS units, and phone systems and handsets and desktop/laptop computers.

§4.1.2.1.6 Door Control : Security Systems Design:

- Meet with the Owner to develop physical security objectives for Site Security, Access Control, and Surveillance and identify security measures to meet the identified objectives.
- Design and develop specifications for physical security systems including Door Access Control and Monitoring, Video Surveillance System and other security systems.
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structural cabling system and hardware to support associated security systems.

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§ 4.1.2.1.7 **Commissioning**: Architect will retain Consultant for Commissioning services. Scope TBD.

§ 4.1.2.1.8 **Furniture, furnishings, and equipment design**: General layout of furniture for purposes of function and connection locations for the office area. Furniture bid package is not included. Owner agrees to purchase from a government purchasing contract and will identify which furniture vender will be assigned to coordinate purchase and design layout with Architect.

- Permanent garage equipment will be included as part of Basic Services and will be included in the bidding documents. This fixed equipment includes the following equipment:
  - Fixed lifts
  - Lubrication and fluid equipment
  - Wash bay equipment
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structured cabling system and hardware to support associated security systems.
- Design supplementary electrical, technology and structural services for visual/environmental display and other A\V systems

§ 4.1.2.1.9 **Fuel Station design:** Architect will retain Integrity Environmental Services, Inc. for the fueling station.

§ 4.1.2.1.10 **Site material storage bin design:** Architect provide design services for the site material storage bins.

§ 4.1.2.1.11 **Salt Dome design:** Architect will provide performance based specifications for salt dome structure.

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

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

None.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to

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requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

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

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 36 (thirty-six) visits to the site by the Architect during construction assuming a construction duration of 18 months.

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

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

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§ 4.2.5 If the services covered by this Agreement have not been completed within 24 (twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall

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require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager,

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shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, including consequential damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, including consequential damages, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

(Paragraph deleted)

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

(Paragraphs deleted)
§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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

.1 Termination Fee:

None

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

None

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement

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shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

$1,362,400.00 (One million three-hundred sixty-two thousand four hundred dollars) based on the Cost of Work noted (excluding the site improvements) as noted in **§1.1.3.**
Note: This Stipulated Sum includes a $17,600.00 credit for limited Schematic Design Phase services previously completed under separate contract.

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 4.1.1.2 Programming:	Completed under separate contract.
§ 4.1.1.6 Site evaluation and planning:	Completed under separate contract.
§ 4.1.1.11 Architectural Interior Design	$17,400.00**
§ 4.1.1.21 Architects coordination of the Owner's consultants	$24,450.00**
§ 4.1.1.22 Telecommunications/data design	$21,750.00**
§ 4.1.1.23 Security evaluation and planning:	$14,790.00**
§ 4.1.1.24 Commissioning (TBD)	$25,000.00 (Allowance)
§ 4.1.1.27 Furniture, furnishings, and equipment design	$13,050.00**
§ 4.1.1.31 Fuel Station design (Integrity Environmental Services, Inc.)	$25,730.00**
§ 4.1.1.32 Storage Bin Design	$15,750.00**
§ 4.1.1.33 Salt Dome Design (delegated design)	$9,750.00**

** Denotes will be billed in proportion to Basic Services Phases noted in **§ 11.5.**

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

At Architect's hourly billing rates as set forth in § 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-eight	percent (	28	%)
Construction Documents Phase	Thirty-six	percent (	36	%)
Procurement Phase	One		1	%
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

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

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

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

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Employee or Category **Rate ($0.00)**

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

.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.0 %) of the expenses incurred. Estimated to be $4,500.00 (excludes Owner's consultants).

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of ($) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's
(Paragraphs deleted)
invoice but in the event no later than as required by statue for governmental entities.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

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

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

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

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

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
John Purcell, Mayor	Michael T. Kluber, President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Additions and Deletions Report for

AIA® Document B133® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:22:40 ET on 01/12/2024.

PAGE 1

AGREEMENT made as of the day of February in the year Two Thousand Twenty-Four

...

United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

...

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

...

1370 – United City of Yorkville – New Public Works Facility

...

To be determined. Not selected at the time of this Agreement.

PAGE 2

The Program and limited Schematic Design deliverable has been completed by Kluber, Inc. titled 'Yorkville Maintenance Facility' dated November 14, 2022.

...

The proposed facility as presented in § 1.1.1 above is approximately 87,000 square feet on Lot 4 of the Yorkville Business Center of Boombah Boulevard. A follow-up meeting with the Owner on October 17, 2023, it was determined to progress into the full Schematic Design Phase to simplify the building footprint and possibly reduce the overall square footage in order to reduce the budget for the Cost of the Work.

...

Architect's preliminary assumption (with site development) is twenty million dollars. ($20,000,00000). This budget will be used for Architect's preliminary fee calculations for the Stipulated Sum for Basic Services noted in § 11.1.1.The compensation for Basic Services will be reviewed and finalized at the end of the Schematic Design Phase and adjusted (if required) as mutually agreed between Owner and Architect.

PAGE 3

Schematic Design: March 2024

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Design Development: May 2024
Construction Documents: July 2024
Procurement: July/August 2024

...

September 2024

...

July 2025, to be confirmed by Owner and Construction Manager.

...

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Not anticipated.

...

None

...

Bart Olson
City Administrator
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
PAGE 4

None

...

To be determined.

...

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

...

Contracted through Engineering Enterprises, Inc.
Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123

...

Engineering Enterprises, Inc. (Civil Engineering & Landscape Design)

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52 Wheeler Road
Sugar Grove, IL 60554

...

Construction Material Testing (To be determined).

...

Chris Hansen, AIA
Project Manager
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506
PAGE 5

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

...

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

...

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

...

Integrity Environmental Services, Inc (Fuel Station)
1220 Iroquois Avenue, Suite 100
Naperville, IL 60563

Commissioning
TBD

...

N/A
PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero ($ 1,000,000.00) each accident, One Million Dollars and Zero ($ 1,000,000.00) each employee, and One Million Dollars and Zero ($ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero ($ 2,000,000.00) per claim and Five Million Dollars and Zero ($ 5,000,000.00) in the aggregate.

~~§ 3.6 Construction Phase Services~~

§ 3.6 Procurement Phase Services

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

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.~~

~~§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.~~

~~§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.~~

~~§ 3.6.2 Evaluations of the Work~~

§ 3.6.2 Competitive Bidding

§ 3.6.2.1 ~~The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.~~Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

~~§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing~~

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

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

.1 providing PDF files of the Bidding Documents to the Construction Manager for their distribution to prospective bidders;

.2 attend a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Construction Manager for the prospective bidders in the form of addenda; and

.4 attend the opening of bids organized and conducted by the Construction Manager, Construction Manager to document and distribute the bidding results, as directed by the Owner.

§ 3.6.2.3 ~~The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.7.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.7.2 Evaluations of the Work

~~§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

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§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

~~§ 3.6.3 Certificates for Payment to Construction Manager~~
§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.~~

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

~~§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.~~

§ 3.7.3 Certificates for Payment to Construction Manager
~~§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.~~

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§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

~~§ 3.6.4 Submittals~~
§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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

§ 3.7.4 Submittals
~~§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.~~

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

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

~~§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely~~

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~~upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.~~

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

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

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

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

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~~**§ 3.6.5 Changes in the Work**~~

~~§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

§ 3.7.5 Changes in the Work

~~§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.~~

~~**§ 3.6.6 Project Completion**~~

~~§ 3.6.6.1 The Architect shall:~~

- ~~.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;~~
- ~~.2 issue Certificates of Substantial Completion;~~
- ~~.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and~~
- ~~.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.~~

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

~~§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.~~

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

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

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

§ 3.7.6 Project Completion

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

§ 3.7.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

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

§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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§ 4.1.1.1 Assistance with Selection of Construction Manager (Part of Basic Services)	Architect
§ 4.1.1.2 Programming (Completed by Architect)	Architect
§ 4.1.1.3 Final Update of Preliminary Designs (Part of Basic Services)	Architect
~~§ 4.1.1.3 Multiple Preliminary Designs~~	
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning (Completed by Architect)	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Owner
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating (after Schematic Design Phase)	Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction (Part of Basic Services)	Architect
§ 4.1.1.16 As-designed record drawings (Part of Basic Services)	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants. Limited to as required for the Architect to prepare its Instruments of Service.	Architect
~~§ 4.1.1.21 Architect's coordination of the Owner's consultants~~	
§ 4.1.1.22 Telecommunications/data design (Limited)	Architect
§ 4.1.1.23 Security evaluation and planning	Architect
§ 4.1.1.24 Commissioning	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
§ 4.1.1.30 Audio/Visual Systems Design	Owner
§ 4.1.1.31 Fuel Station Design	Architect
§ 4.1.1.32 Site Storage Bin Design	Architect
§ 4.1.1.33 Salt Dome Design	Architect

§4.1.2.1.1 **Programing:** Completed by Architect under separate contract.
§4.1.2.1.2 **Site evaluation and planning:** Completed by Architect under separate contract.
§4.1.2.1.3 **Architectural Interior Design:**

- Preliminary interior design product selections for interior finishes including color options and recommended building placement to Owner for approval.

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- Refine interior design selections based upon initial Owner input.
- Present final interior design selections to the Owner for formal approval.
- Document final interior design color selections on the contract documents prior to bidding.
- Note: Built-in casework design is included for the building as part of Basic Services.

§4.1.2.1.4 Architect's Coordination of Owner's Consultants: Coordination of Owner's consultants as required to complete Architect's Instruments of Service. Anticipated to be Owner's civil engineer, landscape designer and geotechnical engineer.

§4.1.2.1.5 Telecommunications/Data Systems Design:

- Design includes interior building communications wiring, jack terminations, patch panels and associated MDF rack design and specifications.
- All other "Telecommunications and data equipment" will be provided by others. This includes but is not limited to: routers, servers, switches, UPS units, and phone systems and handsets and desktop/laptop computers.

§4.1.2.1.6 Door Control : Security Systems Design:

- Meet with the Owner to develop physical security objectives for Site Security, Access Control, and Surveillance and identify security measures to meet the identified objectives.
- Design and develop specifications for physical security systems including Door Access Control and Monitoring, Video Surveillance System and other security systems.
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structural cabling system and hardware to support associated security systems.

§ 4.1.2.1.7 Commissioning: Architect will retain Consultant for Commissioning services. Scope TBD.

§ 4.1.2.1.8 Furniture, furnishings, and equipment design: General layout of furniture for purposes of function and connection locations for the office area. Furniture bid package is not included. Owner agrees to purchase from a government purchasing contract and will identify which furniture vender will be assigned to coordinate purchase and design layout with Architect.

- Permanent garage equipment will be included as part of Basic Services and will be included in the bidding documents. This fixed equipment includes the following equipment:
  - Fixed lifts
  - Lubrication and fluid equipment
  - Wash bay equipment
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structured cabling system and hardware to support associated security systems.
- Design supplementary electrical, technology and structural services for visual/environmental display and other A\V systems

§ 4.1.2.1.9 Fuel Station design: Architect will retain Integrity Environmental Services, Inc. for the fueling station.

§ 4.1.2.1.10 Site material storage bin design: Architect provide design services for the site material storage bins.

§ 4.1.2.1.11 Salt Dome design: Architect will provide performance based specifications for salt dome structure.

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None.

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.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 36 (thirty-six) visits to the site by the Architect during construction assuming a construction duration of 18 months.

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

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§ 4.2.5 If the services covered by this Agreement have not been completed within 24 (twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, including consequential damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, including consequential damages, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

~~§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

...

[X] Litigation in a court of competent jurisdiction

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~~§ 8.3 Arbitration~~

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

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

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

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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

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

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

...

None

...

None

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$1,362,400.00 (One million three-hundred sixty-two thousand four hundred dollars) based on the Cost of Work noted (excluding the site improvements) as noted in **§1.1.3.**
Note: This Stipulated Sum includes a $17,600.00 credit for limited Schematic Design Phase services previously completed under separate contract.

...

§ 4.1.1.2 Programming:	Completed under separate contract.
§ 4.1.1.6 Site evaluation and planning:	Completed under separate contract.
§ 4.1.1.11Architectural Interior Design	$17,400.00**
§ 4.1.1.21 Architects coordination of the Owner's consultants	$24,450.00**
§ 4.1.1.22 Telecommunications/data design	$21,750.00**
§ 4.1.1.23 Security evaluation and planning:	$14,790.00**
§ 4.1.1.24 Commissioning (TBD)	$25,000.00 (Allowance)
§ 4.1.1.27 Furniture, furnishings, and equipment design	$13,050.00**
§ 4.1.1.31 Fuel Station design (Integrity Environmental Services, Inc.)	$25,730.00**
§ 4.1.1.32 Storage Bin Design	$15,750.00**
§ 4.1.1.33 Salt Dome Design (delegated design)	$9,750.00**

** Denotes will be billed in proportion to Basic Services Phases noted in **§ 11.5.**

...

At Architect's hourly billing rates as set forth in § 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:

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Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-eight	percent (	28	%)

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Construction Documents Phase	Thirty-six	percent (	36	%)
Procurement Phase	One		1	%
Construction Phase	Twenty	percent (	20	%)

...

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

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~~.1 Transportation and authorized out-of-town travel and subsistence;~~
~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~

...

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.0 %) of the expenses incurred. Estimated to be $4,500.00 (excludes Owner's consultants).

...

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User Notes:

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

~~%~~ invoice but in the event no later than as required by statue for governmental entities.

...

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

Michael T. Kluber, President

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Certification of Document's Authenticity

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I, Jeffrey M. Bruns, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:22:40 ET on 01/12/2024 under Order No. 4104245145 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

/s/ Jeffrey M. Bruns
(Signed)

Project Manager
(Title)

01/12/2024
(Dated)

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Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2024-13

Agenda Item Summary Memo

Title: Public Works Building – EEI Contract

Meeting and Date: City Council – February 13, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: CC – 1/23/24

Action Taken: This agenda item was tabled to the 2/13/24 City Council meeting.

Item Number: PW 2024-13

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 18, 2024
Subject: Public Works and Parks facility – Kluber and EEI agreements

---

Summary

Consideration of an agreement with Kluber, Inc for architectural services and EEI for site development design services for the proposed Public Works and Parks facility.

Background

This item was last discussed at the January 2024 Public Works Committee meeting. At that meeting, the committee heard a verbal report from staff about the contents of the attached agreements with EEI and Kluber for services related to the proposed Public Works and Parks facility. In short, in order to assist the City Council with some final decision making on scope and timing of the construction of the Public Works and Parks facility, the City needs to engage both Kluber and EEI via the attached contracts.

EEI agreement

In general, EEI's agreement will cover all design, paperwork, and planning for most of the components of a Public Works and Parks facility that are outside of the footprint of the building. It is broken into two phases, preliminary engineering at an estimated cost of $76,221 and final engineering at an estimated cost of $107,465. Both phases will include various scope components like budget tracking, attending project meetings, topography and boundary surveys, base map file creation, JULIE coordination, creation of preliminary or final engineering plans, assisting with the design of material storage bins, preparation and submittal of storm water reports, preparation of engineer's estimate of probably construction cost, coordinating review with external regulatory agencies and coordinating outsourced soil borings, geotechnical work, and landscape plans.

EEI's proposed fees are in line with staff expectations and can be covered within the FY 24 budget amount proposed for Public Works and Parks Facility planning. No budget amendment is required.

Kluber agreement

In general, Kluber's agreement will take the City all the way from schematic design phase (big picture planning and drawings used by the City Council to facilitate final decisions on scope and cost of building), to design development phase (details of building layout and appearance), to preparation of construction documents, to participation in the procurement phase, and finally construction management assistance. If the City Council moves forward with the

Kluber contract as drafted, the earliest recommended timeline for bidding is September 2024, with potential construction in mid-2025.

Unlike the variable fee arrangement utilized in the Cordogan Clark agreement for Prairie Pointe renovations, Kluber is proposing a flat fee of $1,362,400 with a $17,600 credit for work already completed by the City during the last space needs analysis. Assuming the City Council moves forward with a $20m to $22m project, that would put the fees in the 6.2% to 6.8% range. Reiterating, Kluber is proposing a fixed fee – so if the City Council decides to increase or decrease the planned budget for the building (either through pre-bid decision making or through construction change orders), Kluber's fee should not change. The staff, including Code Official Pete Ratos, have reviewed local, state, and federal governmental standards as well as trends in private development for architectural contracts and determined this fee is reasonable for the size and complexity of the project. This fee can be covered within the FY 24 budget amount proposed for Public Works and Parks Facility planning, and no budget amendment is required.

Kluber agreement – construction methodology

Kluber's architectural agreement contemplates the City using a construction manager process. This determination was made after consultation with staff. While the City was able to use the Oswego-Yorkville shared Facility Manager for the Prairie Pointe project, the Public Works and Parks facility project will be much larger and more complex. Because of this, we're recommending hiring a major regional or national construction firm to serve as the lead under the construction management process.

This construction manager would be selected by the City through an open RFP process. Assuming the City Council approves the Kluber agreement in January, the staff would work with Kluber to draft a construction manager RFP and prepare a list of firms to receive direct solicitations to submit a proposal in February and March. Staff would conduct interviews soon thereafter with the hope of bringing a recommendation to City Council for consideration in April. Simultaneously with the selection of the construction manager, the City Council will be asked for feedback or decisions on how we will structure the contract as it relates to the construction manager being at risk or not, how guaranteed minimum pricing, change orders, and allowances will work, and how the bid packages will be broken up and held by the construction manager. Representatives from Kluber will give an overview of these options at the City Council meeting if requested, or later in the construction manager selection process.

Recommendation

Staff recommends approval of the agreements with EEI for site development design services and Kluber, Inc. for architectural services for the proposed Public Works and Parks facility.

Agreement for Professional Services
Yorkville Public Works Building

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or “OWNER” and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or “ENGINEER” agrees as follows:

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment B. Services to be provided include survey and engineering services for the proposed public works building and associated site improvements on Lot 4 in the Yorkville Business Center off Boombah Boulevard as indicated on Attachment C and Attachment D in the location shown on Attachment F. Construction Engineering services are not included and would be provided in a separate agreement. All Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C (Preliminary) and Attachment D (Final). For Attachment C (Preliminary), the Yorkville Public Works Building will be paid for as a Lump Sum in the amount of $63,171, and Direct Expenses are estimated in the amount of $13,050 for a **Preliminary Engineering total of $76,221**. For Attachment D (Final), the Yorkville Public Works Building will be paid for as a Lump Sum in the amount of $78,215, and Direct Expenses are estimated in the amount of $29,250 for a **Final Engineering total of $107,465**. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment

under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen ___ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) x Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

***Attachment A**: Standard Terms and Conditions*
***Attachment B**: Scope of Services*
***Attachment C:** Estimated Level of Effort and Associated Cost – Preliminary*
***Attachment D:** Estimated Level of Effort and Associated Cost - Final*
***Attachment E:** Location Map*
***Attachment F:** Anticipated Project Schedule*
***Attachment G:** 2023 Standard Schedule of Charges*

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the *City*:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60115

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ___day of _____, 20___.

United City of Yorkville:

_____
John Purcell
Mayor

_____
Jori Behland
City Clerk

Engineering Enterprises, Inc.:

_____
Bradley P. Sanderson, P.E.
Chief Operating Officer/President

_____
Curtis P. Dettmann, P.E.
Senior Project Manager

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of

profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

(a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;

(b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;

(c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.

(d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

Yorkville Public Works Building
United City of Yorkville, IL
Professional Services Agreement - Design Engineering

Attachment B – Scope of Services

The United City of Yorkville desires to design a new public works building and associated site improvements on Lot 4 of the Yorkville Business Center off Boombah Boulevard. An exhibit depicting the conceptual design of the proposed building and site improvements is attached. The work items to complete the design are as follows:

PRELIMINARY DESIGN ENGINEERING – YORKVILLE PUBLIC WORKS BUILDING

1.1 Project Management and Coordination
- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City, Architect, and Sub-Consultants

1.2 Project Meetings
- Project Kick-Off Meeting Between the City, EEI, Architect, and Sub-Consultants (as needed)
- Three (3) Virtual Progress Meetings Between the City, EEI, Architect, and Sub-Consultants (as needed)
- Three (3) In-Person Progress Meeting Between the City, EEI, Architect, and Sub-Consultants (as needed)

1.3 Topographic and Boundary Survey
- Field Survey of Lot 4 in Yorkville Business Center including adjacent parkway and Boombah Boulevard.
- Boundary Survey of Project Limits
- Drafting to Create Base File

1.4 Dry Utility Coordination
- Design JULIE
- Preliminary Plan Submission and Coordinate with Private Utilities

1.5 Preliminary Plans and Estimates
- Preparation of Preliminary Engineering Plans
- Assist Architect with Design of Material Storage Bins and Salt Dome
- Preparation of a Preliminary Storm Water Report
- Preparation of a Preliminary Engineer's Opinion of Probable Construction Cost
- Preliminary Plan Submittal to the City

DIRECT EXPENSES
The following scope of services will be provided by EEI's subconsultant's:
- Additional Soil Borings and Geotechnical Report – Rubino (Scope in Exhibit A)
- Preparation of Preliminary Landscape Architecture Plans – Hey and Associates, Inc. (Scope in Exhibit B)

FINAL DESIGN ENGINEERING – YORKVILLE PUBLIC WORKS BUILDING

2.1 Project Management and Coordination

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City, Architect, and Sub-Consultants

2.2 Project Meetings

- Three (3) Virtual Progress Meetings Between the City, EEI, Architect, and Sub-Consultants (as needed)
- Three (3) In-Person Progress Meetings Between the City, EEI, and Architect

2.3 Dry Utility Coordination

- Coordinate Design with Dry Utility Companies including but not limited to AT&T, Nicor, Comcast, and ComEd
- Preparation of Drawings and Exhibits

2.4 Final Plans, Specifications, and Estimates

- Preparation of 90%, and 100% Engineering Plans
- Assist Architect with Design of Material Storage Bins and Salt Dome
- Preparation of a Final Storm Water Report
- Preparation of Final Engineer's Opinion of Probable Construction Cost

2.5 Regulatory Agency Coordination and Permitting

- Prepare Storm Water Permit Application
- Prepare IHPA and IDNR Endangered Species Applications
- Prepare IEPA NPDES NOI Construction Permit Application
- Prepare IEPA Sanitary and Watermain Permit Applications
- Prepare Yorkville - Bristol Sanitary District Permit Application

2.6 Bidding Coordination

- Attend Pre-Bid Meeting
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening

DIRECT EXPENSES

The following scope of services will be provided by EEI's subconsultant's:

- Additional Soil Borings and Geotechnical Report – Rubino Engineering (Scope in Exhibit A)
- Preparation of Final Landscape Architecture Plans – Hey and Associates, Inc. (Scope in Exhibit B)

EXCLUSIONS

The above scope of services for the Yorkville Public Works Building excludes the following:

- Contract Preparation and Bidding Documents (To be Completed by CM)
- Easement Negotiations
- Land Acquisition
- Environmental Surveys Including but Not Limited to Tree Surveys
- Plat of Survey or ALTA Survey
- Meetings beyond those shown (can be attended on a per meeting basis)
- Wetland delineation, mitigation, or permitting

- Floodplain study or permitting
- Construction Phase Services

The above scope for “Yorkville Public Works Building” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

EXHIBIT A

December 7, 2023

To: Curtis P. Dettmann, P.E.
Senior Project Manager
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554

Re: Proposal - Geotechnical Exploration
Proposed Yorkville Public Works
Additional Borings
Boombah Boulevard
Yorkville, Illinois

Proposal No. Q23.574g

Via email: CDettmann@eeiweb.com

Dear Mr. Dettmann,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Curtis P. Dettmann of Engineering Enterprises, Inc. (EEI) via phone on December 1, 2023.

PROJECT UNDERSTANDING

Rubino understands that Engineering Enterprises, Inc. is requesting additional soil borings for the new Yorkville Public Works building. Under Rubino project number G22.179, Rubino previously completed seven (7) soil borings and submitted a preliminary geotechnical report dated September 12, 2022. EEI has requested Rubino provide a scope for one initial mobilization and drilling to furnish information for certain aspects of the site that may not change or alter much in locations, and a secondary mobilization and drilling once site locations are finalized.

Information received:

- RFP phone from Curtis P. Dettmann of Engineering Enterprises, Inc. on December 1, 2023.
- Project Description - "20231130105632" prepared by Engineering Enterprises, Inc.

Structural Loads / Pavement Design Criteria received: none; however this proposal is based on the following:

- Maximum column load estimate: 70 to 120 kips
- Maximum wall load estimate: 4 to 6 kips per lineal foot (klf)
- Maximum cut/fill to balance site: 2 feet
- Light Duty Pavement 18-kip ESALS: 30,000
- Heavy Duty Pavement 18-kip ESALS: 60,000
- Pavement Life Expectancy: 15 years
- Storage bins to supported by asphalt or concrete slabs on grade
    - Weight not exceed 500 psf

Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

Private Utility Needed	Not anticipated
Site Access	Open site
Field Equipment / Soil Sampling Method	Track-mounted Geoprobe Drill Rig
Boring Location Plan	Soil boring locations TBD
Soil Sampling	SPT – 2 ½ ft to 15 feet, 5 ft thereafter
Backfill Needs	Cuttings, excess spoils remain on site

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
10	20	Building (B-01 to B-10)	2 ½ ft 15 ft, 5 ft intervals thereafter	USCS
2	25	Salt Dome (S-01 & S-02)		
1	20	Fuel Station (F-01)		
2	10	Bins Locations (K-01)		
14 Total Borings	**290 Total Lineal Feet**			

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

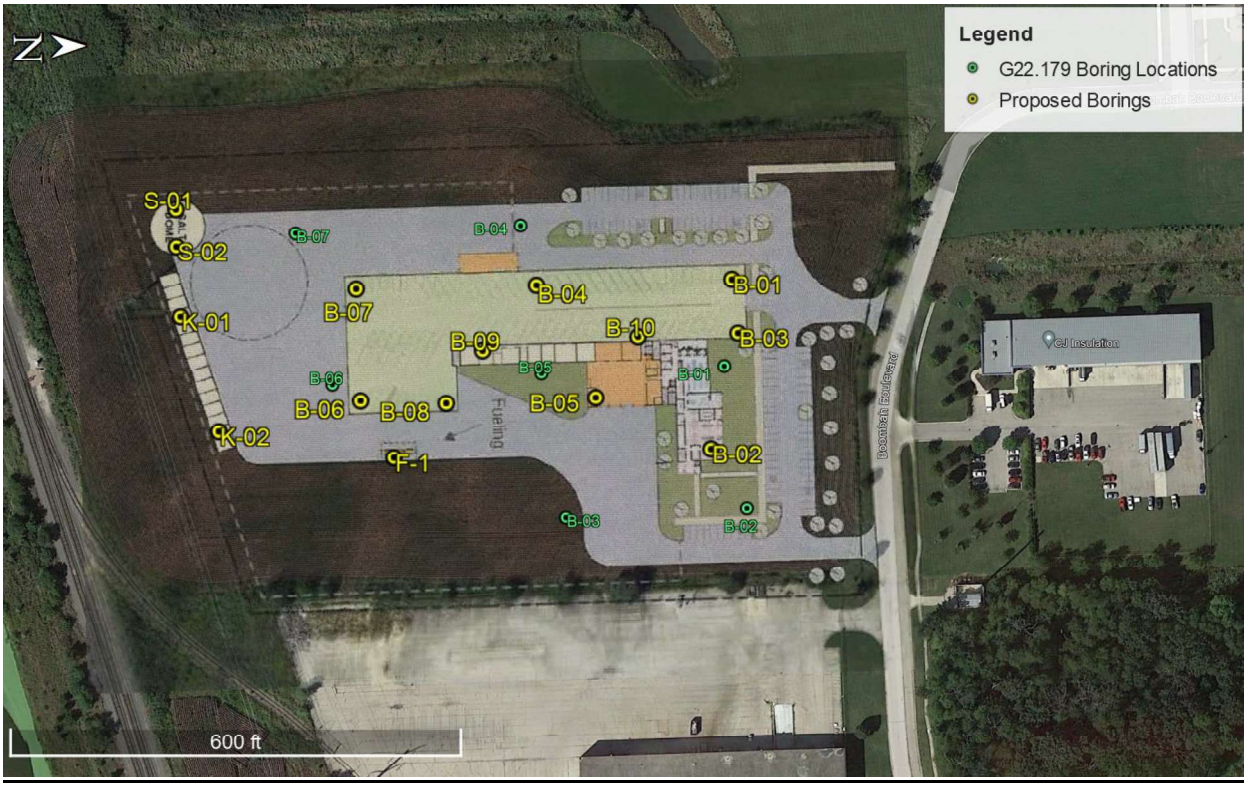
The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

Boring Locations

The locations of the additional soil borings have yet to be determined. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 15 feet and 5 - foot intervals thereafter, as applicable.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 4.
- Granular soils with an N-value less than 6.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	2	Split spoon, bulk, or Shelby Tube
Unconfined Compression Test	1	Shelby Tube
Consolidation Testing	1	Shelby Tube
Natural Moisture Content	98	Cohesive Samples

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Summary report to include boring logs, boring location plan, and a paragraph describing the soils as they relate to the suitability to the support the proposed construction*
- *Geotechnical recommendations pertaining to:*
  - *Subgrade preparation and cut / fill recommendations*
  - *Final foundations, including suitable foundation type(s), allowable bearing pressure(s), and estimated settlement for the proposed fuel center, salt dome, and building*
  - *Pavements, including subgrade pavement sections for bituminous and Portland Cement Concrete (PCC) pavements for pavement*
    - *Utilizing borings from Rubino report number G22.179 dated September 12, 2022*
  - *Subgrade stability for support of bin areas*
  - *Seismic design site classification parameters*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Engineering Enterprises, Inc..

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Subsurface Exploration	Boring Layout / Utility / PM	$ 550.00	Lump sum
	Initial Drill Rig Mobilization and Drilling (up to 100 feet of drilling) with Summary Report	$ 4,500.00	Lump sum
	Secondary Drill Rig Mobilization and Drilling	$ 9,000.00	Lump sum
Lab	Geotechnical Lab Tests as described above	$ 1,950.00	Lump sum
Reporting	Preparation of the Geotechnical Report	$ 4,000.00	Lump sum
		$20,000.00	**Grand Total**

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of

services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

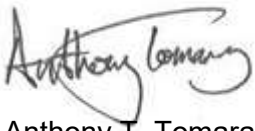
If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.

Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

MAL/file

Attachments: Proposal Acceptance and Data Sheet
Schedule of Services and Fees
General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ **DAY OF** _____ **, 202__.**	
BY *(please print)*:	_____
TITLE:	_____
COMPANY:	_____
SIGNATURE:	_____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.:_____
5. Site Contact:_____ Telephone No.:_____
6. Number and Distribution of Reports:

   ( ) Copies To: _____ ( ) Copies To: _____

   _____ _____

   _____ _____

   Attn: _____ Attn:_____

   Email: _____ **Email:** _____

   ( ) Copies To: _____ ( ) Copies To: _____

   _____ _____

   _____ _____

   Attn: _____ Attn:_____

   Email: _____ **Email:** _____

7. Invoicing Address: _____

   _____

   _____

   Attn: _____

   Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

   _____

   _____

Rubino Engineering, Inc.
2023 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	$	185.00
Project Engineer/Manager	Per Hour	$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	$	105.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	$	650.00
Hourly Rate Drilling	Per Hour	$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	$	7.00
Atterberg Limits Determination (LL, PL)	Each	$	65.00
Sieve Analysis (washed)	Each	$	85.00
Unconfined Compression Test, with Stress-Strain Curve	Each	$	95.00
Organic Content Determination Test (loss on ignition)	Each	$	15.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	$	750.00

FEE REMARKS

1) All fees and services are provided in accordance with the attached Rubino General Conditions.
2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
4) All rates are billed on a portal-to-portal basis.
5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
6) Transportation and per diem are charged at the applicable rates.
7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
8) A minimum charge of 4 hours applies to field testing and observation services.
9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
11) The minimum billing increment for time is a half hour.
12) A project set-up charge of a minimum of two hours applies to all projects.
13) Professional services rates are exclusive of expert deposition or testimony time.
14) Drilling and field service rates are based on OSHA Level D personnel protection.
15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577 RUBINENG

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 9/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Srvcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: AEcertificates@usi.com
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company — 13056 INSURER B : Pacific Insurance Company — 10046 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PSB0003777	09/01/2023	09/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PSA0001881	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PSE0002142	09/01/2023	09/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0002789	09/01/2023	09/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Professional Liability			83OH056719923	09/01/2023	09/01/2024	$2,000,000 each claim / $4,000,000 annual aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.

Some or all officers are excluded from Workers Compensation coverage.

CERTIFICATE HOLDER

Rubino Engineering, Inc.
425 Shepard Dr.
Elgin, IL 60123

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) 1 of 1 #S41790281/M41674790

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JDPZP

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall by brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, loses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO $10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.

EXHIBIT B

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture

8755 W. Higgins Road, Suite 835
Chicago, Illinois 60631
Phone (773) 693-9200
Fax (773) 693-9202

December 7, 2023

Curtis Dettmann, PE
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Proposal No.: 23-0398

Re: Professional Services for:
City of Yorkville Public Works Building Landscape Architecture

Dear Curtis:

Thank you for the opportunity to submit this proposal to Engineering Enterprises, Inc. (EEI) for professional landscape architecture services for a new City of Yorkville (City) public works building. We understand preliminary and final landscape plans are required. It is anticipated that the concept plan will go through several iterations during the preliminary design process. As requested, our proposal is broken into preliminary and final phases. We have also included several optional tasks for your consideration on an as-needed basis.

Scope of Services
The following scope of services is proposed.

Task 1. Preliminary Design
We will:

- Prepare preliminary landscape plans for up to three concept site plans prepared by others. This proposal assumes CAD files of the preliminary site and engineering plans will be provided to Hey for our use at no cost. The landscape plan(s) will comply with the City's landscape ordinance to the extent possible given the provided site plan; any deviations from the City's landscape ordinance will be noted. Opportunities to establish a tree orchard in the southeast corner of the property will be explored.
- Prepare a preliminary tree preservation and removal plan. Field identification and assessment of trees will be completed by a certified arborist and/or licensed landscape architect. Location of existing trees to be included on the site survey prepared by others.
- Prepare a preliminary cost opinion for up to three plan iterations.
- A modest amount of time has been included for project team meetings, which we assume will be virtual (e.g., Teams).

Fees and Reimbursable Expenses Not-to-Exceed: $12,500

Task 2. Final Design
We will:

- Advance the selected preliminary landscape plan, combination of elements selected from preliminary plans, and/or additional direction resulting from client review to final design. The final landscape plan will be drafted in CAD upon the final engineering plan prepared by others.
- Finalize the tree preservation and removal plan.
- Typical landscape construction details will be included.

- Prepare IDOT-style special provisions or AIA/CSI-format specifications for work associated with the final landscape and tree preservation and removal plans.
- Prepare a final cost opinion.
- A modest amount of time has been included for project team meetings, which we assume will be virtual (e.g., Teams).

Fees and Reimbursable Expenses Not-to-Exceed: $7,500

Services will be provided on a time and materials basis up to the total not-to-exceed value given below.

Task 3. In-Person Meetings/Presentations
We have included attending two in-person meetings, public presentations, etc. as requested during preliminary and/or final design.

Fees and Reimbursable Expenses Not-to-Exceed: $1,500

Total Fees and Reimbursable Expenses Not-to-Exceed: $21,500

Task 4. Supplemental Services
At your request, the following supplemental services can be provided on a time-and-materials basis or by separate proposal.

- Hardscape design (e.g., decorative pavers, site furnishings/furniture, etc.).
- Prepare supporting graphics such as color landscape plan renderings, color perspective renderings, photo-realistic 3D video renderings, etc.
- Provide construction administration services such as reviewing bids, attending meetings, submittal review, inspections, and other such work.
- Other services as requested.

If this agreement is acceptable, please sign below and return this proposal to our office. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact the project manager, Tim Pollowy, in our Chicago office at 847.404.3845 or tpollowy@heyassoc.com .

Hey and Associates, Inc.	Engineering Enterprises, Inc.
Attest	Attest
Date	Date

Compensation

Profession	*Hourly Bill Rate*
Engineering	
Senior Principal Civil Engineer	$225
Principal Civil Engineer	$200
Senior Civil Engineer	$180
Civil Engineer I to V	$125-165
Water Resources Specialist I to V	$120-160
Engineering Technician I to V	$110-150
Lake and Survey Services Manager	$150
Ecological Services	
Senior Principal Ecologist	$200
Senior Project Scientist	$175
Environmental Services Manager	$155
Environmental Scientist I to V	$105-145
Environmental Intern	$50
Landscape Architecture	
Senior Landscape Architect	$180
Landscape Architect I to V	$115-155
Landscape Designer	$110
Erosion Control	
Senior Erosion and Sediment Control Specialist	$175
Erosion and Sediment Control Specialist	$110
Design Support	
CAD Technician	$100
GIS Specialist	$100
Administration	
Senior Administrator	$120
Accounting Administrator	$95
Administrative/Marketing Assistant	$90
Expert Testimony	
Rates to be determined on per-project basis	

Reimbursable Expense

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	$ .65/mile
Copies	$ .20/page
Software/Digital Resource Charge	$100.00/project
ATV Usage	$ 40.00/hour
ATV Discing, Herbicide, Spraying, Mowing	$ 45.00/hour
Boat Usage	$ 75.00/hour
Chain Saw Usage	$ 20.00/hour
Additional Plotting, B & W	$ .90/sq. ft.
Additional Plotting, Color	$ 2.75/sq. ft.
Additional Plotting, Mylar	$ 4.50/sq. ft.
Flow Meter	$ 50.00/day
GPS Rover	$350.00/day
Total Station/GPS Equipment	$100.00/day
Unmanned Aerial Reconnaissance	Per Project

Insurance

Throughout the duration of the project, Hey will procure and maintain the following insurance:

Liability	**Limits of Liability**
Workers' Compensation and	
Employer's Liability	$ 500,000 each incident
Commercial General Liability	$ 2,000,000
Professional Liability	$ 2,000,000
Automobile Liability	$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

Billing

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2023 through December 31, 2023.

Limitation of Costs

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

Client's Responsibilities

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

Cost Opinions

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

Standard of Care

The standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

Means & Methods

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

Mutual Indemnification

Subject to the foregoing provisions, Hey agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of Hey or anyone for whom Hey is legally responsible, subject to any limitations of liability contained in this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hey, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom Client is legally liable.

Copyright Indemnification

To the fullest extent permitted by law, Client shall indemnify and hold harmless Hey from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by Hey in defense of any such claims) resulting from any claims brought against Hey alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from Heys use of, or reliance on, the design, plans and specifications provided by the Client for the Project. This provision shall survive the completion of the services provided under this Agreement.

Consequential Damages

To the fullest extent permitted by law, Client and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Termination

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

Dispute Resolution

Client and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.

ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES - PRELIMINARY

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2247-C	
PROJECT TITLE	**DATE**	**PREPARED BY**
Yorkville Public Works Building	12/8/23	CPD

			ENGINEERING				SURVEYING			CAD DRAFTING		ADMIN		
TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE II	SPM	SPT 2	PT	SPT2	SPT 1	ADM	HOURS	COST
		RATE	$239	$227	$204	$192	$227	$167	$146	$167	$156	$70		
PRELIMINARY DESIGN ENGINEERING														
1.1	Project Management and Coordination		6	20	-	12	4	-	-	-	-	-	42	$ 9,186
1.2	Project Meetings		6	14	-	14	-	-	-	-	-	-	34	$ 7,300
1.3	Topographic and Boundary Survey		-	-	-	-	16	43	2	-	-	-	61	$ 11,105
1.4	Dry Utility Coordination		-	2	-	12	-	-	-	-	-	-	14	$ 2,758
1.5	Preliminary Plans and Estimates		3	32	4	85	-	-	-	7	41	2	174	$ 32,822
	Design Engineering Subtotal:		**15**	**68**	**4**	**123**	**20**	**43**	**2**	**7**	**41**	**2**	325	$ 63,171
	PROJECT TOTAL:		**15**	**68**	**4**	**123**	**20**	**43**	**2**	**7**	**41**	**2**	**325**	**63,171**

DIRECT EXPENSES		
Printing =	$	300
Rubino (Geotech)	$	4,500
Landscape Architecture	$	8,250
DIRECT EXPENSES =	**$**	**13,050**

LABOR SUMMARY		
EEI Engin. Expenses =	$	43,453
EEI Survey Expenses =	$	12,013
EEI CAD Expenses =	$	7,565
EEI Admin. Expenses =	$	140
TOTAL LABOR EXPENSES	**$**	**63,171**

TOTAL COSTS	**$**	**76,221**

ATTACHMENT D: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES - FINAL

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2247-C	
PROJECT TITLE	**DATE**	**PREPARED BY**
Yorkville Public Works Building	12/8/23	CPD

			ENGINEERING				SURVEYING			CAD DRAFTING		ADMIN		
TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE II	SPM	SPT 2	PT 1	SPT2	SPT	ADM	HOURS	COST
		RATE	$239	$227	$204	$192	$227	$167	$146	$167	$156	$70		
FINAL DESIGN ENGINEERING														
2.1	Project Management and Coordination		6	24	-	16	-	-	-	-	-	-	46	$ 9,954
2.2	Project Meetings		6	16	-	16	-	-	-	-	-	-	38	$ 8,138
2.3	Dry Utility Coordination		-	4	-	16	-	-	-	-	-	-	20	$ 3,980
2.4	Final Plans, Specifications, and Estimates		3	46	8	131	-	-	-	10	56	-	254	$ 48,349
2.5	Regulatory Agency Coordination and Permitting		-	4	-	16	-	-	-	-	4	4	28	$ 4,884
2.6	Bidding Coordination		1	5	-	8	-	-	-	-	-	-	14	$ 2,910
	Design Engineering Subtotal:		**16**	**99**	**8**	**203**	**-**	**-**	**-**	**10**	**60**	**4**	400	$ 78,215
	PROJECT TOTAL:		**16**	**99**	**8**	**203**	**-**	**-**	**-**	**10**	**60**	**4**	**400**	**78,215**

DIRECT EXPENSES		
Printing =	$	500
Rubino (Geotech & CCDD)	$	15,500
Landscape Architecture	$	13,250
DIRECT EXPENSES =	**$**	**29,250**

LABOR SUMMARY		
EEI Engin. Expenses =	$	66,905
EEI Survey Expenses =	$	-
EEI CAD Expenses =	$	11,030
EEI Admin. Expenses =	$	280
TOTAL LABOR EXPENSES	**$**	**78,215**

TOTAL COSTS	**$**	**107,465**

ATTACHMENT E: ESTIMATED PROJECT SCHEDULE

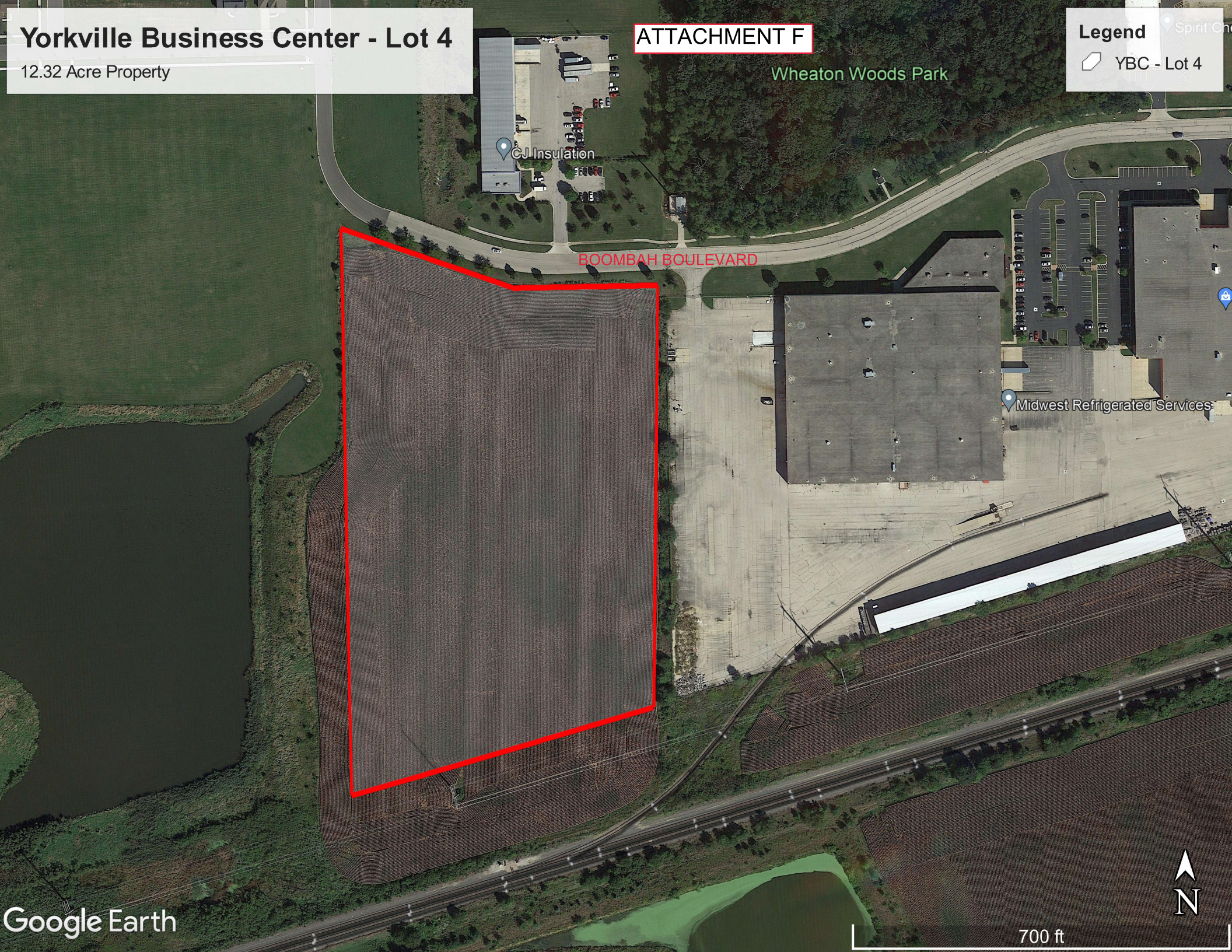
CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2247-C	
PROJECT TITLE	**DATE**	**PREPARED BY**
Yorkville Public Works Building	12/8/23	CPD

TASK NO.	TASK DESCRIPTION	2023	2024											2025		
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
PRELIMINARY DESIGN ENGINEERING																	
1.1	Project Management and Coordination																
1.2	Project Meetings																
1.3	Topographic and Boundary Survey																
1.4	Dry Utility Coordination																
1.5	Preliminary Plans and Estimates																
FINAL DESIGN ENGINEERING																	
2.1	Project Management and Coordination																
2.2	Project Meetings																
2.3	Dry Utility Coordination																
2.4	Final Plans, Specifications, and Estimates																
2.5	Regulatory Agency Coordination and Permitting																
2.6	Bidding Coordination																
	Construction																

Yorkville Business Center - Lot 4

12.32 Acre Property

ATTACHMENT F



Engineering Enterprises, Inc.

ATTACHMENT G

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	$239.00
Principal	E-3	$234.00
Senior Project Manager	E-2	$227.00
Project Manager	E-1	$204.00
Senior Project Engineer/Surveyor II	P-6	$192.00
Senior Project Engineer/Surveyor I	P-5	$179.00
Project Engineer/Surveyor	P-4	$162.00
Senior Engineer/Surveyor	P-3	$149.00
Engineer/Surveyor	P-2	$135.00
Associate Engineer/Surveyor	P-1	$122.00
Senior Project Technician II	T-6	$167.00
Senior Project Technician I	T-5	$156.00
Project Technician	T-4	$146.00
Senior Technician	T-3	$135.00
Technician	T-2	$122.00
Associate Technician	T-1	$107.00
GIS Technician II	G-2	$119.00
GIS Technician I	G-1	$110.00
Engineering/Land Surveying Intern	I-1	$ 79.00
Executive Administrative Assistant	A-4	$ 75.00
Administrative Assistant	A-3	$ 70.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		$ 15.00
In-House Scanning and Reproduction	$0.25/Sq. Ft. (Black & White) $1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		$ 216.00
Expert Testimony		$ 271.00

Reviewed By:	
Legal	■
Finance	□
Engineer	□
City Administrator	■
Community Development	■
Purchasing	□
Police	□
Public Works	□

Agenda Item Number

Economic Development Committee #1

Tracking Number

EDC 2024-13

Agenda Item Summary Memo

Title: Kendall County Intergovernmental Agreement Renewal – Inspection Services

Meeting and Date: City Council – February 13, 2024

Synopsis: Annual renewal of the Intergovernmental Agreement between the United City of Yorkville and Kendall County related to building & plumbing inspection services.

Council Action Previously Taken:

Date of Action: EDC – 2/6/24 Action Taken: Moved forward to City Council agenda.

Item Number: EDC 2024-13

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble (Name) Community Development (Department)

Agenda Item Notes:

See attached memo.

Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Pete Ratos, Building Code Official
Date: January 4, 2024
Subject: **Renewed Kendall County Intergovernmental Agreement**
Reciprocal Building Inspection and Plumbing Inspection Services

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Summary

In May 2013, the City approved Resolution 2013-13 which executed an intergovernmental agreement between the City of Yorkville and Kendall County for shared building inspection services, on an as need basis, for a term of three (3) years. And in 2014, the City approved an amendment to the agreement which added shared plumbing services via Resolution 2014-34 and a renewal to this agreement was approved in March 2016 via Resolution 2016-08; Resolution 2017-15 in March 2017; Resolution 2018-05 in March 2018; Resolution 2019-11 in March 2019; Resolution 2020-08 in March 2020; Resolution 2021-05; and Resolution 2022-09. Each extending the reciprocal service for an additional year. Last year's agreement renewal was approved via Res. 2023-04.

Although the City now outsources a portion of its inspection services to B&F, staff feels this arrangement has worked very well for both the County and the City over the last decade. The following chart illustrates the number of reciprocal inspections conducted by each governmental entity for calendar years from 2016 to 2023:

	2016	2017	2018	2019	2020	2021	2022	2023
Kendall County inspections conducted by City	148	23	40	5	3	10	70	38
City inspections conducted by Kendall County	58	11	0	0	0	0	7	0

Since the existing agreement is set to expire on February 26, 2024, the proposed attached draft agreement is intended to continue the existing shared services agreement for an additional year with an option to renew annually upon written agreement between the City and the County.

Proposed Agreement

The basic substance of the agreement offers substitute inspection services for the City of Yorkville and Kendall County should the Code Officials of the respective government agencies be on vacation or otherwise unavailable to conduct their normal duties.

The agreement, which is on an as need basis, consists of the following services when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electrical service inspections; insulation inspections; roofing inspections and final inspections. In addition to these services, the agreement also includes rough plumbing and final plumbing inspections but does not include plan review or permit approval of plumbing work.

Staff Comments/Recommendation

Both Yorkville's Building Department staff and Kendall County's Building Department believe that this back-up for inspection services is beneficial. Therefore, we support the extension of the agreement for an additional year. Kendall County's Planning Building and Zoning Committee (PB&Z) will be reviewing this proposed amendment in within the next month, as well. Should you have any specific questions regarding the attached proposal; staff will be available at Tuesday night's meeting.

Attachments

1. Draft Resolution
2. Draft Yorkville-Kendall County Intergovernmental Agreement
3. Resolution 2023-04

Resolution No. 2024-_____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN THE UNITED CITY OF YORKVILLE AND KENDALL COUNTY

BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1: That the *Intergovernmental Agreement for Reciprocal Building Inspections Services Between Kendall County, Illinois and the United City of Yorkville, Illinois - 2024*, attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and John Purcell, Mayor, and Jori Behland, City Clerk, be and are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

Section 2: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE, ILLINOIS - ~~2023~~2024

THIS INTERGOVERNMENTAL AGREEMENT ("*the Agreement"*) by and between the County of Kendall, a unit of local government of the State of Illinois ("*Kendall County*") and the United City of Yorkville, Kendall County, Illinois (the "*City*") a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq*. and 65 ILCS 5/1-1-1, *et seq*.), the County and City (collectively referred to as the "*Parties*") are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2.

a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Peter Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.

b. The Parties agree that the United City of Yorkville Building Code Official Peter Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as "the home jurisdiction" and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as "the visiting inspector".

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector's assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours' notice when there is a foreseeable need for the other party's inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector's services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction's forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
~~800 Game Farm Road~~651 Prairie Pointe Drive
Yorkville, Illinois 60560
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 17. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 18. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall

apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation: as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the jurisdiction including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them.

Each Jurisdiction reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits, and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. Kendall County and the City each hereby warrant and represent that their

respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

County of Kendall, a unit of local government of the State of Illinois	United City of Yorkville, Kendall County, Illinois, a municipal corporation
By: _____	By: _____
Chair, Kendall County Board	Mayor
Date: _____	Date: _____
Attest:	*Attest*:
_____	_____
County Clerk	City Clerk

Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2024

THIS INTERGOVERNMENTAL AGREEMENT ("*the Agreement"*) by and between the County of Kendall, a unit of local government of the State of Illinois ("*Kendall County*") and the United City of Yorkville, Kendall County, Illinois (the "*City*") a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq*. and 65 ILCS 5/1-1-1, *et seq*.), the County and City (collectively referred to as the "*Parties*") are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2.

a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Peter Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.

b. The Parties agree that the United City of Yorkville Building Code Official Peter Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as "the home jurisdiction" and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as "the visiting inspector".

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector's assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours' notice when there is a foreseeable need for the other party's inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector's services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction's forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 17. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 18. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall

apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation: as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the jurisdiction including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them.

Each Jurisdiction reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits, and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. Kendall County and the City each hereby warrant and represent that their

respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

County of Kendall, a unit of local government of the State of Illinois	United City of Yorkville, Kendall County, Illinois, a municipal corporation
By: _____	By: _____
Chair, Kendall County Board	Mayor
Date: _____	Date: _____
Attest:	*Attest*:
_____	_____
County Clerk	City Clerk

Resolution No. 2023-04

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN THE UNITED CITY OF YORKVILLE AND KENDALL COUNTY

BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1: That the *Intergovernmental Agreement for Reciprocal Building Inspections Services Between Kendall County, Illinois and the United City of Yorkville, Illinois - 2023*, attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and John Purcell, Mayor, and Jori Behland, City Clerk, be and are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

Section 2: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 14th day of February, A.D. 2023.

CITY CLERK

KEN KOCH	AYE	DAN TRANSIER	ABSENT
ARDEN JOE PLOCHER	AYE	CRAIG SOLING	AYE
CHRIS FUNKHOUSER	AYE	MATT MAREK	AYE
SEAVER TARULIS	AYE		

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 21st day of February, A.D. 2023.

MAYOR

Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2023

THIS INTERGOVERNMENTAL AGREEMENT (*"the Agreement"*) by and between the County of Kendall, a unit of local government of the State of Illinois (*"Kendall County"*) and the United City of Yorkville, Kendall County, Illinois (the *"City"*) a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the *"Parties"*) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2.

a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Peter Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.

b. The Parties agree that the United City of Yorkville Building Code Official Peter Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or

b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or

c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or

d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as "the home jurisdiction" and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as "the visiting inspector".

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector's assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party's inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector's services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction's forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
800 Game Farm Road
Yorkville, Illinois 60560
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 17. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 18. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall

apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation: as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the jurisdiction including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them.

Each Jurisdiction reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. Kendall County and the City each hereby warrant and represent that their

respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

County of Kendall, a unit of local government of the State of Illinois

By: _____
Chair, Kendall County Board

Date: 2/21/23

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: _____
Mayor

Date: 3/1/23

Attest:

_____
County Clerk ~~City~~

Attest:

_____
Clerk

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	■

Agenda Item Number

Park Board #1

Tracking Number

CC 2024-13

Agenda Item Summary Memo

Title: Emily Sleezer Park Playground Equipment Donation Agreement

Meeting and Date: City Council – February 13, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PB – 1/17/24 Action Taken: Moved forward to City Council agenda.

Item Number:

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Tim Evans (Name) Parks & Recreation (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Scott Sleezer, Supt. of Parks
Bart Olson, City Administrator
Date: February 1, 2024
Subject: Emily Sleezer Playground Equipment Donation Proposal

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Summary

Emily Sleezer Playground Equipment Donation Proposal

Background

As shown in the attached, playground replacement schedule, the Sleezer Park playground equipment is on the list to be replaced. The new playground equipment was ordered and delivered in 2023. Parks staff is currently working on replacing the playground equipment at Kiwanis Park. Once that park project is completed, staff will begin the Sleezer Park new playground equipment project.

The Sleezer Park new playground equipment project is a complete tear down, not a refurbishment. As a result, Kids Around The World (KATW) contacted the Yorkville Parks and Recreation Department about the possibility of donating the used equipment to their organization. Kids Around The World is a non-profit entity based out of Rockford, Illinois, that removes old playground equipment from park districts and municipalities, refurbishes the equipment, then reinstalls the equipment in underprivileged country's around the world. For additional information about Kids Around The World, please follow this link to their website:

https://kidsaroundtheworld.com/play/

The following are the benefits of the P&R Department partnering with Kids Around The World (KATW) and donating the used playground to them:

a) It will save numerous Parks staff hours as staff will only need to remove the playground equipment footings. Kids Around The World will remove the decks, slides, climbers, railings, posts and etc.
b) Additionally, it will save Parks staff time in hauling the old playground equipment back to the Parks Maintenance facility with staff having to sort out what gets recycled and what goes in the dumpster.
c) Any recycled funds that Parks may receive, will be more than offset by having KATW remove the used playground equipment, instead of the number of hours Parks staff would have to put into removing the used playground equipment
d) It will also save a lot of plastic from going into a landfill.
e) The playground donation will create a more time efficient installation for the new Sleezer playground replacement as KATW removes the playground in one day.

f) The donated equipment will be re-installed in a underprivilege country benefitting hundred, if not thousands of children and families, who reside within the area, instead of just being thrown away or recycled with limited benefit.

Recommendation

Staff seeks City Council approval of the Park Board recommendation on the Emily Sleezer Park used playground donation proposal to Kids Around The World.

Current Sleezer Park Playground Equipment

New Sleezer Park Playground Equipment

Emily Sleezer Park

little tikes COMMERCIAL

ParKreation

Yorkville
Illinois

Playground Replacement Schedule

The industry standard for the useful life of a playground is fifteen to twenty years. We are scheduling replacement at twenty years. Yorkville playgrounds are inspected and maintained regularly. Depending on manufacture and parts availability, replacement will be on a case-by-case basis. Three percent has been added for every year to compensate for manufacturing increases and inflation. These costs do not include playground removal and installation. Playgrounds in blue represent playgrounds that were built in-house by the Parks Department.

Site	Manufacture	Built	Cost	Install Cost	Replacement Date/Cost (Equipment Only)
Prestwick	Playcraft	2025	$69,365.10	$14,400.00	2045/$110k
Rice	Playcraft	2024	$90,402.60	$13,900.00	2044/$140k
Sleezer	Little Tikes	2024	$76,092.06	$10,700.00	2044/$121k
Kiwanis	Little Tikes	2024	$73,725.87	$10,200.00	2044/117k
Countryside	Little Tikes	2023	$27,265.07	$14,200.00	2043/$50k
Fox Hill	Miracle	2022	$39078.19	$6,500.00	2042/$80k
Price	Miracle	2022	$37,613.71	$6,500.00	2042/$80k
Caledonia	Burke	2020	$75,414	$10,700.00	2040/$100k
Autumn Creek North	Burke	2020	$54,636.00	$10,700.00	2040/$80k
Purcell	Burke	2020	$47,666.00	$10,800.00	2040/$65k
Beecher	Burke	2021	$135,064.00	$18,500.00	2041/$150k
Windett Ridge	Burke	2018	$45626.00	?	2038/$78k
Riverfront	Burke	2017	$81,815.00	?	2037/$150k
Grande Reserve B	Little Tikes	2014	$39,669.19	$12,219.27	2034/$95k
Raintree B	Playcraft	2011			2031/$135k
Bristol Bay A	L/Structures/Little Tikes	2010			2030/$125k
Greens	L/Structures/Playcraft	2008			2028$120k
Heartland Circle	Miracle	2008			2028/$128k
Cobb	Gametime	2008			2028/$65k
Riemenschnider	Little Tikes/Kompan	2007			2027/$125k
Bristol Station	Miracle/Playworld	2007			2027/$125k

Stepping Stones	Little Tikes	2007	2027/$100k
Hiding Spot	Game Time	2007	2027/$135k
Raintree A	Little Tikes	2006	2026/$70k
Bridge	Landscape Structures	2006	2026/$70k
Sunflower	Playcraft	2006	2026/$85k
Gilbert	Gametime	2005	2025/$60k
Cannonball	Playcraft	2005	2025/$105k
Rotary	Playworld	2004	2024/$100k

kids around the world

PLAYGROUND EQUIPMENT DONATION AGREEMENT

This agreement is entered this date between Kids Around The World, Inc,, 5245 28th Ave., Rockford, Il. 61109 (hereinafter referred to as "KIDS") and _____ _
(hereafter referred to as "Donating Organization").

KIDS, an Illinois not-for-profit corporation, registered in Illinois at the above address performing charitable programs including building playgrounds for children in underprivileged locations, desires to Acquire as a donation, the below identified used playground equipment from the Donating Organization (hereafter referred to as the "Equipment").

In consideration for the donation of the Equipment from the Donating Organization, KIDS agrees to the following:

DISCLAIMER: KIDS aclmowledges and agrees that the Donating Organization is neither a manufacturer nor a vendor of the Equipment, that KIDS takes the Equipment and each part thereof "as-is" and that the Donating Organization has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to compliance with any and all applicable guidelines or regulations, including, but not limited to ASTM and CPSC, the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the Equipment in any respect whatsoever or in connection with or for the purposes and uses of KIDS, or as to the absence of latent or other defects whether or not discoverable, or as to the absence of any infringement of any patent, trademark or copyright, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any ldnd or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by KIDS and the Donating Organization shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the Equipment and the maintenance thereof. KIDS acknowledges that KIDS has selected the Equipment KIDS is acquiring from the Donating Organization based on KIDS' own judgment and the Donating Organization hereby affirmatively disclaims reliance on any oral representation concerning the Equipment made to KIDS.

INSURANCE REQUIREMENTS: KIDS shall maintain insurance of the types and in the amounts listed below.

A. Commercial General Liability Insurance

KIDS shall maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence and a $2,000,000 aggregate limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 IO 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The _____ shall be included as an additional insured under the CGL insurance form.

B. Business Auto Liability Insurance

If applicable, KIDS shall maintain business auto liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

C. Workers Compensation Insurance

Kids will maintain a worker's compensation insurance policy to cover all of the Kids employees with a minimum employer's liability limit of $100,000 / $500,000 / $100,000.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to removal of the Equipment, KIDS shall furnish _____ with a certificate(s) of valid insurance meeting the above noted requirements.

The donated equipment included in this agreement includes: _____ _

_____

_____

_____

_____ _____

Representative of KIDS AROUND THE WORLD, INC. Representative. of the DONATING ORGANIZATION

_____ _____

DATE • DATE

Resolution No. 2024-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING THE DONATION OF CERTAIN USED PLAYGROUND EQUIPMENT TO KIDS AROUND THE WORLD, A NOT-FOR-PROFIT ENTITY

WHEREAS, the United City of Yorkville (the "*City*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the City Administrator has authority pursuant to Yorkville City Code Section 1-7-3(H)(2)(b) to sell or donate personal property that is no longer necessary, useful to or in the best interests of the City; and

WHEREAS, the City's Parks Department is planning to replace playground equipment at the Emily Sleezer Park; and

WHEREAS, the City has no need or purpose for the playground equipment that will be replaced (the "Used Equipment"); and

WHEREAS, the City has been contacted by Kids Around the World, a not-for-profit entity located in Rockford, Illinois ("KATW"), about the possibility of donating the Used Equipment, which KATW would remove from its current site and refurbish and reinstall in an underprivileged country; and

WHEREAS, donating the Used Equipment would save the City's Parks Department numerous staff hours that would have been spent dismantling and disposing of the Used Equipment; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the health, safety and welfare of the City and its residents to authorize the donation of the Used Equipment to Kids Around the World.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois:

Section 1. The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

Section 2. In consideration of the foregoing recitals, the City Administrator is hereby authorized and directed by the Corporate Authorities to donate the playground equipment located at Emily Sleezer Park to Kids Around the World.

Section 3. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

Attest:

_____

CITY CLERK

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #7

Tracking Number

CC 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – February 13, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #8

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – February 13, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.

Have a question or comment about this agenda item?
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