

**AGENDA  
REGULAR SESSION  
HIGHLAND CITY COUNCIL  
CITY HALL, 1115 BROADWAY  
MONDAY, MARCH 2, 2020  
7:00 PM**

**CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:**

**MINUTES:**

**MOTION** – Approve Minutes of February 18, 2020 Regular Session (attached)

**PROCLAMATION:**

Mayor Michaelis will read a document proclaiming the week of March 8-14, 2020 as Girl Scout Week.

**PUBLIC FORUM:**

A. Citizens' Requests and Comments:

1. Make-A-Wish Hot Chocolate Walk, Square Use Request – Sue Messerli, Local Organizer (attached)

**Anyone wishing to address the Council on any subject may do so at this time.  
Please come forward to the microphone.**

B. Requests of Council:

C. Staff Reports:

**NEW BUSINESS:**

A. **Discussion** – Golf Carts on City Streets (attached)

B. **MOTION** – Bill #20-29/ORDINANCE Declaring Personal Property of the City Surplus and Authorizing Its Sale and/or Disposal, Specifically, Electric Department Equipment, Including Itron Electric Meters and Assorted Electrical Construction Hardware (attached)

C. **MOTION** – Bill #20-30/RESOLUTION Approving and Authorizing Execution of a Proposal for Professional Architectural Services with FGM Architects, Inc. for a New Outdoor Swimming Pool (attached)

D. **MOTION** – Bill #20-31/RESOLUTION Approving and Authorizing the Execution of Project Authorization Number One with FGM Architects, Inc., for Feasibility and Planning for a New Outdoor Aquatic Center (attached)

E. **MOTION** – Bill #20-32/RESOLUTION Approving and Authorizing Execution of a Proposal for Civil Design Engineering Services with Curry & Associates Engineers, Inc. for the Public Safety Building (attached)

**Continued**

- F. **MOTION** – Bill #20-33/RESOLUTION Waiving Normal & Customary Bidding Procedures and Authorizing Execution of an Agreement with Fidelity Cablevision, LLC, for Minerva Licenses and Technical Support as a Sole Source Purchase (attached)
- G. **MOTION** – Bill #20-34/RESOLUTION Waiving Normal & Customary Bidding Procedures and Authorizing Execution of a Contract with J. F. Electric for Construction of Fiber System (attached)
- H. **MOTION** – Award Bid #PW-17-19 for Construction of the Illinois 160 Shared Use Path Project (attached)
- I. **MOTION** – Award Bid #BZ-01-20 for Demolition of Structures at 1213 13<sup>th</sup> Street (attached)

**REPORTS:**

- A. **MOTION** – Approve Warrant #1158 (attached)

**EXECUTIVE SESSION:**

The City Council may conduct an Executive Session pursuant to the Illinois Open Meetings Act, citing the following OMA exemption, or any other they deem necessary, allowing the meeting: **5 ILCS 120/2(c)(21) to discuss the approval of executive session minutes.**

**NEW BUSINESS (Continued):**

- J. **MOTION** – Approve Minutes of February 18, 2020 Executive Session

**ADJOURNMENT:**



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Dylan Stock, ADA Coordinator, by 2:00 PM on Monday, March 2, 2020.



# CITY OF HIGHLAND

## SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

**PURPOSE:** The City of Highland supports various community activities and festivals throughout the year. Establishing public safety and coordinating needs between the events and the city are the overall goals of this process. It is the responsibility of the specific event Sponsors to obtain, complete, and follow through the application process for city approval.

**SPECIAL EVENT:** A "Special Event" is defined as: (1) any event, race, gathering, demonstration, or service; (2) that occurs partially or completely within the jurisdiction of the City of Highland; (3) is expected to draw crowds in excess of one hundred fifty (150) attendees; and (4) is expected to or could disrupt normal daily functions within the City of Highland including but not limited to traffic congestion and excess noise; or could create a public health/safety concern without proper precautions or prior planning. Specific examples would include (but are not limited to): The Kirchenfest, Schweizerfest, 5K runs, parades, Art in the Park, Fourth of July Festivities, Madison County Fair, etc. The City Manager will make the final determination as to whether an event qualifies. This will be based upon the totality of the circumstances presented.

### PROCEDURE:

1. All Requests will be directed to Highland City Hall, to the attention of the Deputy City Clerk.
2. Applications will be available at Highland City Hall, Monday-Friday, 8:00 am to 5:00 pm or online through the City's web site.
3. Applications will be completed by the Event Sponsor and submitted at least 60 days prior to the event. The application must be signed by the Event Sponsor Responsible Party. Incomplete applications will not be accepted. If an application is accepted and later determined to be incomplete, the applicant will be notified by the Deputy Clerk. Failure to provide information will result in denial of application.
4. The Deputy City Clerk will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
5. The event Sponsor is required to obtain final approval for the special event from the City Manager. The City Council may announce the special event to the public at a scheduled Council meeting.

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: HOT CHOCOLATE WALK

Type/Purpose of Event:  Festival  Race  Other Fundraiser  Service  Parade  
 Demonstration  Other (please specify): \_\_\_\_\_

Location of Event: Plaza SQUARE - HIGHLAND, IL

Sponsoring Organization/Individual: MAKE-A-WISH Illinois

Event Responsible Party: Sam Schreiber

Address: 640 N. LaSalle Dr. Suite 280, Chicago, IL 60654

Phone(s): 312-602-9425

Email: sschreiber@illinois-wish.org

Secondary Contact: Ashley White

Address: same as above

Phone(s): 312-602-9419

Email: awhite@illinois-wish.org

Date(s) of Set-up: 12-4-2020

Event Date(s) / Times: 12-4-2020 5:00 pm - 7:00 pm

Date(s) of Tear-down: 12-4-2020

Expected Attendance: 200

Alcohol License Required:  Yes  No  
If yes, application received:  Yes  No

Sound Amplification System utilized:  Yes  No  
If yes, hours of operation: 5:00 pm - 7:00 pm

Funding request of the Council:  Yes  No  
Amount requested and purpose: \_\_\_\_\_

City Services Requested – Please attach additional documents (maps, detailed information), where needed. Write “Not applicable” if no services requested.

(Directors must initial behind requests)

Street Dept: Signage, Barricades, Street Closures (Specify): Public Works Director: \_\_\_\_\_

Not applicable

Electric Dept: Electrical Service, Lighting (Specify): Electric Dept. Director: \_\_\_\_\_

Access to power outlets

Public Safety: Security, First Aid, Traffic Control (Specify): Public Safety Director: \_\_\_\_\_

Not applicable

HCS Services: Wi-Fi or other technological needs (Specify): HCS Director: \_\_\_\_\_

Not applicable

Other City Services: Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):

Department: \_\_\_\_\_

Access to restrooms in theater - possibly at Weinheimer?  
Access to one small dumpster for event trash.

### Application Checklist (Attachments):

Deputy Clerk Initial  
Upon receipt or waiver:

Certificate of Insurance: (attached) \_\_\_\_\_

- Must be General liability
- \$1 Million per occurrence/\$2 million aggregate
- City named as “additional insured” If Event is on city property.

Site Plan Rendering \_\_\_\_\_

Evacuation Plan \_\_\_\_\_

Fire Plan \_\_\_\_\_

Parking Plan \_\_\_\_\_

Schedule City Council Meeting for announcement \_\_\_\_\_

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

Application Submittal (60+ days) \_\_\_\_\_

X Heath Digs  
Event Sponsor Responsible Party

2/4/2020  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date



**Sue Messerli**  
Chair So. Ill. Council, Wish Granter  
sueymesserli@gmail.com

2915 Campanile Drive  
Highland, Illinois 62249  
www.illinois.wish.org

(618) 972-2288



## Highland Walk for Wishes Event Plans

### Evacuation Plan:

- In the case of an emergency, emergency services will be called if needed and participants will be directed to move away from the Square to the opposite sidewalk and take shelter as needed.
- In the case of inclement weather, event organizers will cancel the event and message out to all participants either before or during the event. If evacuation is needed during the event, participants will be directed to leave the event site.

### Fire Plan:

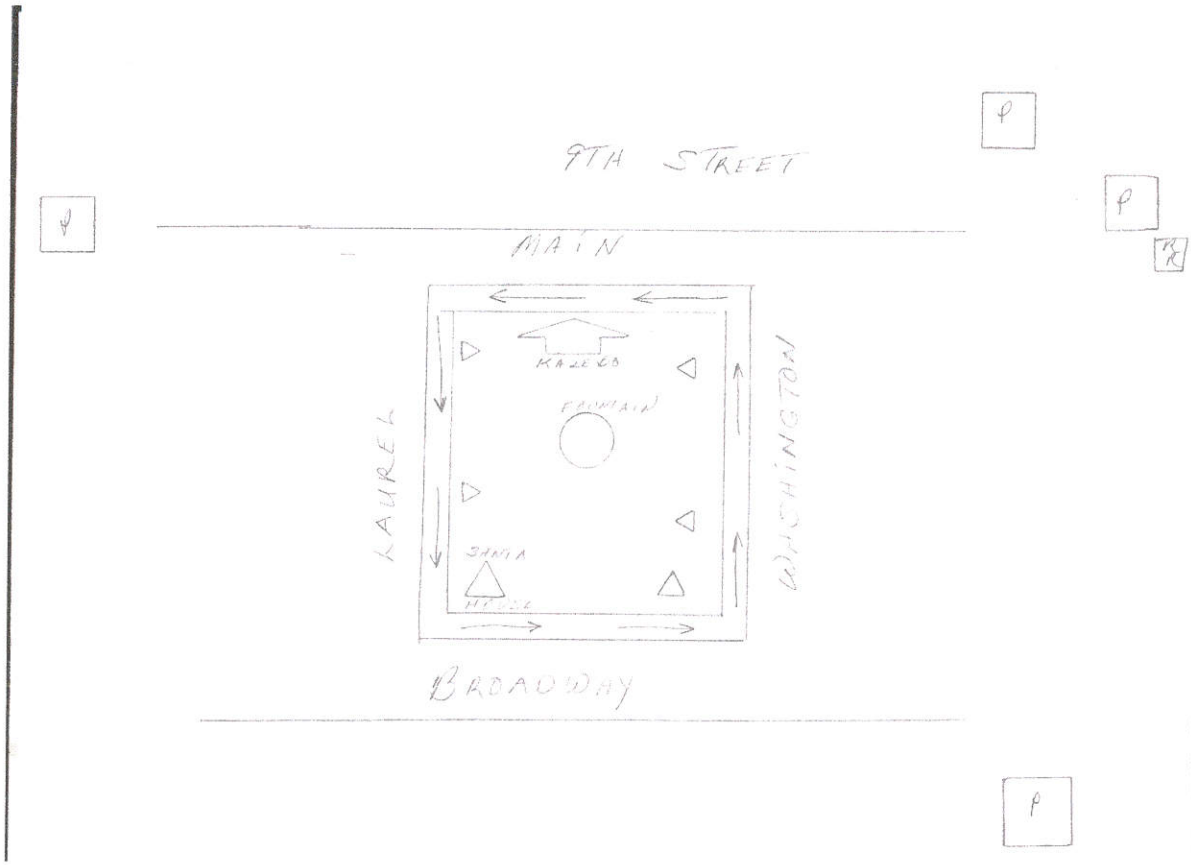
- There will not be any open flames at this event. In the case of a potential electrical or natural fire, emergency services will be called, and participants will be directed to move away from the Square and to the opposite sidewalks.

### Parking Plan:

- Parking will be highlighted on the event site map. The plan is to use local parking lots in the area.

### Site Plan:

We would like to request that Santa be in his House from the 5 - 7 to receive the kids attending.





Make-A-Wish.  
**WALK**  
FOR WISHES.®

*I wish to be  
a cowgirl*

Kianna, 6  
vascular  
malformation

2020

HIGHLAND HOT CHOCOLATE WALK  
SPONSORSHIP OPPORTUNITIES



2020 HOT CHOCOLATE WALK FOR  
WISHES  
SPONSORSHIP COMMITMENT  
FORM

Please be sure to fill out both sides of the form and return it to:

Make-A-Wish Illinois  
Attention: Sam Schreiber  
640 N. LaSalle Dr. Suite 280  
Chicago, IL 60654

Method of Payment:

- Check Enclosed  
(Payable to Make-A-Wish Illinois)
- Credit Card
  - MasterCard
  - Visa
  - Discover
  - American Express

Card Number:

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Expiration Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Cardholder's Name:

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Signature:

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To receive all benefits, forms and payment must be received by October 1, 2020; however, sponsorships will be accepted at any time.



Make-A-Wish® Illinois serves children in all counties of Illinois. Our program service expense ratio in fiscal year 2019 (September 1, 2018 to August 31, 2019) was 77 percent. In fiscal year 2019 Make-A-Wish fulfilled 721 wishes. Our vision is to make every eligible child's wish come true.

Financial support for Make-A-Wish Illinois comes from individual, corporate, and foundation donors. In addition, more than 1,600+ volunteers and 50 staff are an integral part of the organization's success.

Contributions large and small are essential to the delivery of wish experiences to children with critical illnesses. Each wish journey is as important as the next, and reaching every eligible child remains our goal.

Make-A-Wish Illinois  
Questions: 618-972-2288 or  
sueymesserli@gmail.com  
[www.illinois.wish.org](http://www.illinois.wish.org)

HOT CHOCOLATE WALK  
Make-A-Wish Illinois  
HOLIDAY SCENE WITH SANTA AT  
THE HIGHLAND SQUARE  
FRIDAY, DECEMBER 4, 2020  
HIGHLAND, ILLINOIS



Bryce  
I wish to swim with the sharks!

# 2020 Highland Walk For Wishes

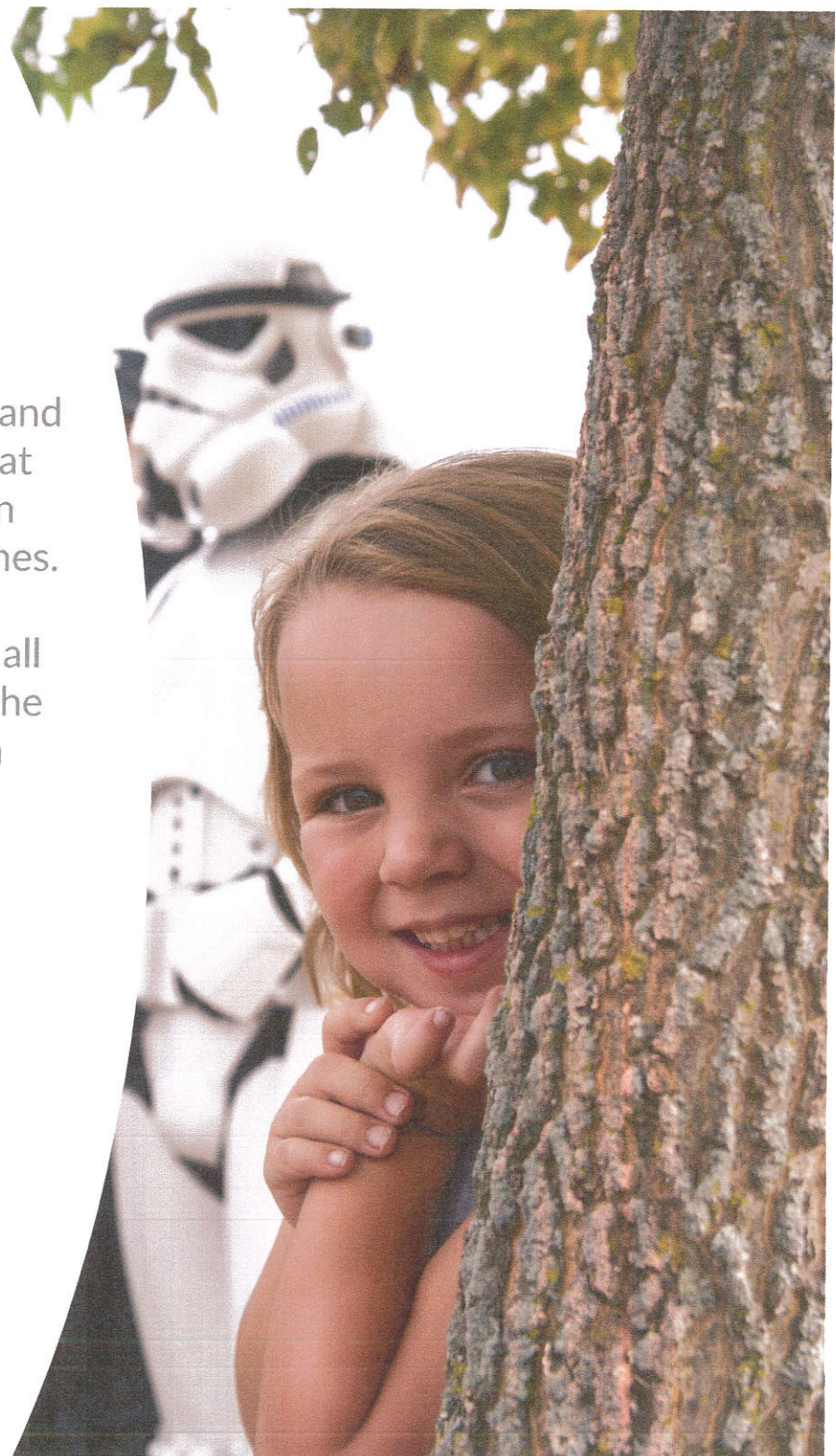
Powered by wish families, volunteers, companies, donors and friends, **Hot Chocolate Walk for Wishes** is a fundraiser that celebrates the thousands of wishes that have already been granted, while raising awareness and funds for future wishes.

The Hot Chocolate Walk for Wishes is a unique event for all ages and abilities! In addition to the family-friendly walk, the event features music, hot chocolate, children's activities, a visit from Santa, and fun while providing participants a glimpse into the joy of a wish!

**Friday, December 4, 2020**

Plaza Square | Highland, IL

Registration – 5:00 pm | Event End Time – 7:00 pm





# Highland Walk for Wishes 2020 Sponsorship Opportunities

		Presenting \$7,500 Exclusive	Platinum Star \$2,000	Gold Star \$1,000	Silver Star \$500	Bronze Star \$300	Wish Friend \$250
KEY BENEFITS	Exclusive "Highland Walk for Wishes 2020 presented by (Company Name)" and Company Logo on All Event Materials	★					
	Opportunity for custom promotional campaign tied to Walk sponsorship	★					
	Kick Off and Team Captain Meeting Exposure	Premium Logo Displayed	Prominent Logo Displayed	Logo Displayed	Name Displayed		
SOCIAL MEDIA/ MARKETING BENEFITS	Exclusive Media Opportunity During Week Prior to Event and Recognition on PSAs (if available)	★					
	Recognition on all Event Promotion	Logo or Name	Logo or Name	Name	Name		
	Inclusion in Event Press Releases to Highland area Media Markets	★	★	★	★		
	LinkedIn Page	Post	Post				
	Twitter Mentions	2	1				
	Facebook Mentions	Dedicated Post	Dedicated Post	Group Post	Group Post	Group Post	Group Post
	Event Website	Premium Linked Logo	Premium Linked Logo	Linked Logo	Linked Logo	Name	Name
EVENT DAY ENGAGEMENT	Opportunity to Bring and Distribute Company Branded Materials at Event	★	★	★	★		
	Company Banner Placement at Event (company must provide banner)	★	★	★	★		
	Company Name on Event Day Route Sign	★	★	★	★	★	★
	Event T-shirts	Premium Logo	Premium Logo	Prominent Logo	Logo	Logo	Name Only
	Complimentary Event Registrations	14	8	5	4	2	

2020 HOT CHOCOLATE  
WALK FOR WISHES  
SPONSORSHIP LEVELS

**\$7,500 Presenting Sponsor**

All the benefits of the Presenting Sponsor plus:

- Receive a story of a local area wish child representing our mission.
- Mention of Presenting Sponsor during the Hot Chocolate Walk for Wishes program.
- Company logo and name as Presenting Sponsor on event site sponsor page, poster, flyers and event t-shirts.
- Recognition as Presenting Sponsor in event related press releases and signage.
- 14 Complimentary event registrations.

**\$2,000 Platinum Star**

All the benefits of Platinum Star plus:

- Company logo as Platinum Star Sponsor on event site sponsor page, flyers, and walk t-shirts.
- Listed as Platinum Star Sponsor on event signage and social media posts.
- Recognition as Wishing Star Sponsor in event press releases.
- 8 Complimentary event registrations.

**\$1,000 Gold Star**

All the benefits of Gold Star plus:

- Company logo as Wishing Star Sponsor on event site on sponsor page.
- Recognition as Wishing Star Sponsor in event press releases.
- Company logo as Wishing Star Sponsor poster, flyers and event t-shirts.
- 5 Complimentary event registrations.

**\$500 Silver Star**

All the benefits of Silver Star plus:

- Recognition as Silver Star Sponsor in event press releases.
- Company logo as Silver Star Sponsor on event site sponsor page.
- Company logo as Silver Star Sponsor on Hot Chocolate Walk for Wishes poster, flyers and event t-shirts.
- 4 Complimentary event registrations.

**\$300 Bronze Star**

- Company name as Bronze Star Sponsor on event site sponsor page.
- Recognition as Bronze Star Sponsor in event press releases.
- Company logo as Bronze Star Sponsor on poster, flyer and event t-shirts.
- 2 Complimentary event registrations.

**\$250 Wish Friend**

- Company name as Wish Friend on event site sponsor page.
- Company name on Hot Chocolate Walk for Wishes poster, flyers and event t-shirts.

2020 HOT CHOCOLATE  
WALK FOR WISHES  
SPONSORSHIP COMMITMENT  
FORM

Company/Organization: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

We would like to participate as a:

- Presenting Sponsor (\$7,500)
- Platinum Star Sponsor (\$2,000)
- Gold Star Sponsor (\$1,000)
- Silver Star Sponsor (\$500)
- Bronze Star Sponsor (\$300)
- Wish Friend (\$250)
- I am unable to be a sponsor, but please accept my gift of \$\_\_\_\_\_.
- My employer has a matching gift program.



# City of Highland Police Department

Christopher J. Conrad, Chief of Police

**To:** Honorable Mayor Michaelis, City Council and City Manager Latham  
**From:** Chief Conrad  
**Date:** February 27, 2020  
**Re:** Discussion on neighborhood vehicles

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I took a citizen request to have a discussion on neighborhood vehicles placed on a council agenda. Neighborhood vehicles or low speed vehicles are governed by Title 49 CFR 571.500, Title 49 CFR 571.205 and in Illinois by 625 ILCS 5/11-1426.1. In order to lawfully allow neighborhood or low speed vehicles on City of Highland streets it would also require the passage of a local ordinance.

For your review I have included the statutes, a couple of local ordinances that have been passed in Illinois so you can see what kinds of regulation are required, and an inspection checklist that shows what exactly makes a low speed vehicle legal.

Low speed or neighborhood vehicles generally speaking have many of the safety features of standard vehicles, less than 1200 cc's of displacement and travel at less than 25 miles per hour. They are not allowed to be operated on state highways or controlled access roadways, roadways with a speed limit of 35 mph or more, or on streets controlled by government entities that have not specifically authorized their use.

The passage would require that we setup and manage a registration process and database, likely through the police department. We would also have to designate crossing points for certain roadways that are either state or US highways and roads with speed limits 35 MPH or more. Some communities have limited their use to daylight hours only. In addition to Pontiac and Mascoutah whose ordinances are included, other communities in the area that have allowed them are Breese and Salem, Illinois. In doing online research for this discussion, it appears that both have made modifications to their ordinances over time regarding vehicles allowed, streets for operation, hours of operation and safety requirements.

Because of the statutory limitations, it would be difficult to craft an ordinance that would allow for widespread use of low speed vehicles outside of the original section of town because of the location of our state highways and the 35 mph speed limit on east Broadway and the bypasses.

If the council desires further research, I would suggest that staff meet with both Breese and Salem officials to discuss benefits, issues and concerns they have found with their programs which have been in existence for several years. Determining what issues they have experienced would be helpful in providing an opinion on the impact on public safety, which is one of the considerations identified in the statute.



Published on *City of Mascoutah IL* (<https://www.mascoutah.org>)

[Home](#) > City of Mascoutah Approves Non-Highway Vehicles

## City of Mascoutah Approves Non-Highway Vehicles

Below are the Non-Highway Vehicle Regulations that were adopted by the City Council on Monday, November 4, 2019.

**\*\*Please Note: We are not taking permit applications at this time. Please watch our website and Facebook page for more details.\*\***

CHAPTER 24 - MOTOR VEHICLE CODE,

ARTICLE VIII – NON-HIGHWAY VEHICLE REGULATIONS

24-8-1 DEFINITIONS:

**COUNTY ROADS:** Any highway or road under the jurisdiction of St. Clair County, Illinois,

**GOLF CART:** A vehicle specifically designed and intended for the purposes of transporting one or more persons and their golf clubs or maintenance equipment while engaged in the playing of golf, supervising the play of golf, or maintaining the condition of the grounds on a public or private golf course, as defined under 625 ILCS 5/1-123.9, except equipment such as lawnmowers and tractors.

**NEIGHBORHOOD VEHICLE:** A self-propelled, electronically powered four (4) wheeled vehicle; or a self-propelled, gasoline powered, four (4) wheel vehicle with an engine displacement under one thousand two hundred (1,200) cubic centimeters; which is capable of attaining in one mile a speed of more than twenty (20) miles per hour, but not more than twenty five (25) miles per hour, and which conforms to federal regulations under title 49 CFR part 571.500, except equipment such as lawnmowers and tractors.

**RECREATIONAL OFF-HIGHWAY VEHICLE:** Any motorized off-highway device designed to travel primarily off-highway, 64 inches or less in width, having a manufacturer's dry weight of 2,000 pounds or less, traveling on 4 or more non-highway tires, designed with a non-straddle seat and a steering wheel for steering control, except equipment such as lawnmowers and tractors, as defined under 625 ILCS 5/1-168.8.

**STATE ROADS:** Any highway or road under the jurisdiction of the State of Illinois, including IL Rt 4 (Jefferson Street), IL Rt 161, I-64, IL 177 (Main St), CO HWY. 93 (Sixth St.), and N County, Rd.

**CITY STREETS:** Any street within the corporate limits of the City of Mascoutah, excluding State Roads and County Roads.

24-8-2: OPERATION ON STREETS:

A. It shall be lawful for a qualified person to operate a golf cart, neighborhood vehicle, or recreational off-highway vehicle on designated streets within the City, subject to the provisions of this Article.

B. It shall be unlawful for any person to operate a golf cart, neighborhood vehicle, or recreational off-highway vehicle on any street in the City, unless:

1. The driver is at least eighteen (18) years of age and has a valid driver's license,
2. The vehicle is properly titled with the Illinois Secretary of State, if required,
3. Has the minimum required liability insurance as set out in 625 ILCS 5/7-601 et seq., and maintains proof of said insurance specifically for the golf cart, neighborhood vehicle, or recreational off-highway vehicle to be operated on City streets within the permitted vehicle,
4. Has been properly registered with the City of Mascoutah and must display such registration as required in section 24-8-3 of this Article, and
5. Has the following required, operable equipment:
  - a. Brakes,
  - b. Steering wheel apparatus,
  - c. Tires,
  - d. An interior rearview mirror,
  - e. Red reflectorized warning devices in the rear, Orange/Yellow in the front.
  - f. A slow moving emblem on the rear of the vehicle,
  - g. A headlight that emits a white light visible from a distance of five hundred feet (500') to the front, illuminated at all times when operated on City streets,
  - h. A tail lamp that emits a red light visible from at least one hundred feet (100') from the rear, illuminated at all times when operated on City streets,
  - i. At least two (2) brake lights which emit a red light visible from a distance of one hundred feet (100') from the rear,
  - j. Turn signals mounted to the front and rear of the vehicle,
  - k. Seatbelts for each seat,
  - l. Windshield, and
  - m. Horn.

C. All persons eligible to operate a golf cart, neighborhood vehicle, or recreational off-highway vehicle on designated streets of the City must comply with the following requirements:

1. Must not exceed the posted speed limit.
2. Shall only be operated from 6:00 am until 10:00 pm daily.



3. Shall not be operated in inclement weather, nor when visibility is impaired by weather, smoke, fog or other conditions, or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of five hundred feet (500').
4. Each driver and passenger of a golf cart, neighborhood vehicle, or recreational off-highway vehicle shall wear a properly fastened and adjusted seat safety belt. Children must be secured in a child restraint system as required pursuant to the Child Passenger Protection Act.
5. A person who drives or is in actual physical control of a golf cart, neighborhood vehicle, or recreational off-highway vehicle on a roadway while under the influence of alcohol or drugs is subject to 625 ILCS 5/11-500 through 11-502.
6. A golf cart, neighborhood vehicle, or recreational off-highway vehicle may not be operated on sidewalks, trails, the Berm Trail, or other public property not accessible to or authorized to vehicular traffic.
7. A golf cart, neighborhood vehicle, or recreational off-highway vehicle may not be operated on streets, highways and roads under the jurisdiction of the Illinois Department of Transportation (Illinois Routes 4, 161, 177 and I-64).
8. A golf cart, neighborhood vehicle, or recreational off-highway vehicle may not be operated on or cross over City streets with a posted speed limit in excess of thirty-five (35) miles per hour.
9. A golf cart, neighborhood vehicle, or recreational off-highway vehicle operated in city parks will adhere to the rules and regulations of the Code of Ordinances of Mascoutah, Chapter 31 – Recreation and Parks.

10. Nothing in this Article shall permit the use of all-terrain vehicles, as defined under 625 ILCS 5/1-101.8, off highway motorcycles, as defined under 625 ILCS 5/1-153.1, lawnmowers, tractors, and any other vehicle which is not described within the foregoing definitions of "GOLF CART," "NEIGHBORHOOD VEHICLE," or "RECREATIONAL OFF-HIGHWAY VEHICLE."

#### 24-8-3: REGISTRATION OF NEIGHBORHOOD VEHICLES:

A. A permit shall be issued within seven (7) days upon the approval of an application from an owner of a golf cart, neighborhood vehicle, or recreational off-highway vehicle to operate upon the streets and roadways within the jurisdiction of the City of Mascoutah, except where expressly prohibited.

B. Any person requesting a permit shall submit an application to the City of Mascoutah on a form supplied by the City which shall contain, at a minimum, the following:

1. A complete application on the form designated by the City,
2. A copy of a valid Illinois driver's license for the applicant,
3. Proof of valid insurance information, which meets the requirements of 625 ILCS 5/7-601 et seq., specifically for the golf cart, neighborhood vehicle, or recreational off-highway vehicle to be operated on City streets,
4. Signed & notarized waiver of liability by applicant of the vehicle releasing the City from any and all future claims resulting from the operation of their golf cart, neighborhood vehicle, or recreational off-highway vehicle pursuant to this Article or any other ordinance of the City of Mascoutah on a form designated by the City, and

5. Obtain a physical inspection from the City of Mascoutah Police Department to ensure that the vehicle is safe to operate on City streets and is in compliance with the requirements of this Article. Proof of a passing inspection shall be required for issuance of a permit.

6. Upon issuance, said permit shall be displayed on the front windshield of the vehicle as may be administratively required by the City.

C. Inspection Fee: \$25 payable to the City of Mascoutah. Inspections shall be conducted on Wednesdays between the hours of 9:00 a.m. and 4:00 p.m., excluding holidays, or by appointment.

D. Fee: An annual registration and permit fee of fifty dollars (\$50.00) for residents inside City limits and one hundred dollars (\$100.00) for all applicants outside City limits. The fee shall be submitted at the time of the application for the permit, and subject to renewal thereafter.

E. Permit Renewal: A permit shall be valid from May 1st to April 30th and may be renewed upon application of the owner, in compliance with subsection B of this section. Renewal permit fees:

Fifty dollars (\$50.00) for residents inside City limits

One hundred dollars (\$100.00) for all applicants outside City limits.

F. Transferability: A permit is nontransferable.

G. Change of Contact Information: It shall be the duty of the permit holder to inform the Mascoutah Police Department of any change of address, phone number, or insurance coverage, within ten (10) business days of such change.

H. Denial of Permit: A permit may be denied for any of the following reasons:

1. The vehicle is not properly titled with the Illinois secretary of state, if required,
2. The insurance information for the vehicle cannot be verified,
3. The registered owner does not have a valid driver's license,
4. The owner has provided any false information in their application,
5. The vehicle does not conform to the requirements of this Article,
6. The applicant or a permitted operator had two or more convictions for violation of this Article within the preceding year; or
7. A permit issued to another individual for the same vehicle is under suspension.

I. False Information: It shall be unlawful for anyone to provide false information in the application for a permit to operate a golf cart, neighborhood vehicle, or recreational off-highway vehicle.

#### 24-8-4: OPERATION OF golf carts, neighborhood vehicles, or recreational off-highway vehicles ON CERTAIN STREETS AND ROADS:

A. Prohibited Streets: Except as expressly authorized in this section, it shall be unlawful for any person to operate a golf cart, neighborhood vehicle, or recreational off-highway vehicle as follows:

1. Any street which has a posted speed limit of greater than thirty-five (35) miles per hour.

2. On the following roadways except to make a direct crossing of the prohibited roadway at an intersection:

IL Rt 4 (Jefferson Street),

IL Rt 161,

IL 177 (Main St),

CO HWY. 93 (Sixth St.),

N County, Rd

3. Direct crossings of prohibited roadways shall be made as follows:

a. The crossing shall be made at an angle of approximately 90 degrees to the direction of the prohibited roadway and at a place where no obstruction prevents a quick and safe crossing;

b. The golf cart, neighborhood vehicle, or recreational off-highway vehicle shall be brought to a complete stop before attempting a crossing;

c. The operator of the golf cart, neighborhood vehicle, or recreational off-highway vehicle shall yield the right of way to all pedestrian and vehicular traffic; and

d. That the crossing shall be made only at an intersection of the prohibited roadway with a City street.

#### 24-8-5: OBEDIENCE OF VEHICLE CODE:

A. Every operator of a golf cart, neighborhood vehicle, or recreational off-highway vehicle shall obey all sections of 625 ILCS 5/1-100 et seq., the Illinois Vehicle Code, and all provisions of this Article.

B. The City may suspend or revoke a permit granted hereunder upon a finding that the holder thereof has violated any of the provisions of this Article or if there is evidence that the permit holder cannot safely operate the golf cart, neighborhood vehicle, or recreational off-highway vehicle on the designated roadways.

C. Every person operating a golf cart, neighborhood vehicle, or recreational off-highway vehicle pursuant to permit hereunder on designated City streets has all the rights and duties applicable to a driver of any other vehicle pursuant to the state highway traffic laws and regulations except when those provisions cannot reasonably be applied to golf carts, neighborhood vehicles, or recreational off-highway vehicles.

#### 24-8-6: PENALTIES:

A. A violation of this Article shall be punishable by a minimum fine of not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00).

B. A second conviction for a violation of this Article within one year of the date of a prior conviction shall result in suspension of permit, to be reinstated only by the City Manager.

C. Upon conviction of operating a golf cart, neighborhood vehicle, or recreational off-highway vehicle on a State or County road, other than crossing at the designated locations, shall result in a fine no less than two hundred fifty dollars (\$250.00) and the suspension of permit for one year.

**Source URL:** <https://www.mascoutah.org/home/news/city-mascoutah-approves-non-highway-vehicles>

Chief Jim Woolford  
Major Dan Davis

Pontiac Police Department  
Pontiac Il. 61764  
TX:815-844-5148 FAX:815-844-6457



## GOLF CART INSPECTION CHECKLIST

Check Here

4 Wheels

Owner's Name \_\_\_\_\_

Headlamps

Front and rear turn signal lamps

Tail lamps

Stop lamps

Serial Number \_\_\_\_\_

Reflectors: One Red on each side as far to rear as possible

Reflector: One Red on the rear

Exterior mirror mounted on driver's side

Mirror mounted on driver's side or an interior bar mirror

Parking Brake

Windshield bearing manufacturer's marking of AS-1 or AS-4

Seatbelts installed at all seating positions

Insurance proof

Slow moving vehicle emblem

Brakes

Steering Apparatus

The owner is responsible to certify that the vehicle meets all other conditions such as compliance with roadway tests, engine displacement,



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(625 ILCS 5/11-1426.1)

Sec. 11-1426.1. Operation of non-highway vehicles on streets, roads, and highways.

(a) As used in this Section, "non-highway vehicle" means a motor vehicle not specifically designed to be used on a public highway, including:

- (1) an all-terrain vehicle, as defined by Section 1-101.8 of this Code;
- (2) a golf cart, as defined by Section 1-123.9;
- (3) an off-highway motorcycle, as defined by Section 1-153.1; and

(4) a recreational off-highway vehicle, as defined by Section 1-168.8.

(b) Except as otherwise provided in this Section, it is unlawful for any person to drive or operate a non-highway vehicle upon any street, highway, or roadway in this State. If the operation of a non-highway vehicle is authorized under subsection (d), the non-highway vehicle may be operated only on streets where the posted speed limit is 35 miles per hour or less. This subsection (b) does not prohibit a non-highway vehicle from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour.

(b-5) A person may not operate a non-highway vehicle upon any street, highway, or roadway in this State unless he or she has a valid driver's license issued in his or her name by the Secretary of State or by a foreign jurisdiction.

(c) No person operating a non-highway vehicle shall make a direct crossing upon or across any tollroad, interstate highway, or controlled access highway in this State. No person operating a non-highway vehicle shall make a direct crossing upon or across any other highway under the jurisdiction of the State except at an intersection of the highway with another public street, road, or highway.

(c-5) (Blank).

(d) A municipality, township, county, or other unit of local government may authorize, by ordinance or resolution, the operation of non-highway vehicles on roadways under its jurisdiction if the unit of local government determines that the public safety will not be jeopardized. The Department may

authorize the operation of non-highway vehicles on the roadways under its jurisdiction if the Department determines that the public safety will not be jeopardized. The unit of local government or the Department may restrict the types of non-highway vehicles that are authorized to be used on its streets.

Before permitting the operation of non-highway vehicles on its roadways, a municipality, township, county, other unit of local government, or the Department must consider the volume, speed, and character of traffic on the roadway and determine whether non-highway vehicles may safely travel on or cross the roadway. Upon determining that non-highway vehicles may safely operate on a roadway and the adoption of an ordinance or resolution by a municipality, township, county, or other unit of local government, or authorization by the Department, appropriate signs shall be posted.

If a roadway is under the jurisdiction of more than one unit of government, non-highway vehicles may not be operated on the roadway unless each unit of government agrees and takes action as provided in this subsection.

(e) No non-highway vehicle may be operated on a roadway unless, at a minimum, it has the following: brakes, a steering apparatus, tires, a rearview mirror, red reflectorized warning devices in the front and rear, a slow moving emblem (as required of other vehicles in Section 12-709 of this Code) on the rear of the non-highway vehicle, a headlight that emits a white light visible from a distance of 500 feet to the front, a tail lamp that emits a red light visible from at least 100 feet from the rear, brake lights, and turn signals. When operated on a roadway, a non-highway vehicle shall have its headlight and tail lamps lighted as required by Section 12-201 of this Code.

(f) A person who drives or is in actual physical control of a non-highway vehicle on a roadway while under the influence is subject to Sections 11-500 through 11-502 of this Code.

(g) Any person who operates a non-highway vehicle on a street, highway, or roadway shall be subject to the mandatory insurance requirements under Article VI of Chapter 7 of this Code.

(h) It shall not be unlawful for any person to drive or operate a non-highway vehicle, as defined in paragraphs (1) and (4) of subsection (a) of this Section, on a county roadway or township roadway for the purpose of conducting farming operations to and from the home, farm, farm buildings, and any adjacent or nearby farm land.

Non-highway vehicles, as used in this subsection (h), shall not be subject to subsections (e) and (g) of this Section. However, if the non-highway vehicle, as used in this Section, is not covered under a motor vehicle insurance policy pursuant to subsection (g) of this Section, the vehicle must be covered under a farm, home, or non-highway vehicle insurance policy issued with coverage amounts no less than the minimum amounts set for bodily injury or death and for destruction of property under Section 7-203 of this Code. Non-highway vehicles operated on a county or township roadway at any time between one-half hour before sunset and one-half hour after sunrise must be equipped with head lamps and tail lamps, and the head lamps and tail lamps must be lighted.

Non-highway vehicles, as used in this subsection (h), shall not make a direct crossing upon or across any tollroad, interstate highway, or controlled access highway in this State.

Non-highway vehicles, as used in this subsection (h), shall be allowed to cross a State highway, municipal street, county highway, or road district highway if the operator of the non-highway vehicle makes a direct crossing provided:

(1) the crossing is made at an angle of approximately

90 degrees to the direction of the street, road or highway and at a place where no obstruction prevents a quick and safe crossing;

(2) the non-highway vehicle is brought to a complete stop before attempting a crossing;

(3) the operator of the non-highway vehicle yields the right of way to all pedestrian and vehicular traffic which constitutes a hazard; and

(4) that when crossing a divided highway, the crossing is made only at an intersection of the highway with another public street, road, or highway.

(i) No action taken by a unit of local government under this Section designates the operation of a non-highway vehicle as an intended or permitted use of property with respect to Section 3-102 of the Local Governmental and Governmental Employees Tort Immunity Act.

(Source: P.A. 97-144, eff. 7-14-11; 98-567, eff. 1-1-14.)

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 :  
LIVINGSTON COUNTY : SS.  
 :  
CITY OF PONTIAC :

**ORDINANCE NO. 2010-O-015**

**ORDINANCE AMENDING ARTICLE V OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF PONTIAC, LIVINGSTON COUNTY, ILLINOIS**

**WHEREAS**, the City of Pontiac has heretofore adopted Ordinance No. 2008-O-024 which amended Chapter 21 of the Code of Ordinances of the City of Pontiac by adding thereto a new Article V entitled “Neighborhood Electric Vehicles”, which authorized the use of neighborhood electric vehicles in the City of Pontiac in accordance with the terms of said Article V, and

**WHEREAS**, thereafter the City of Pontiac adopted Ordinance No. 2009-O-015 to amend said Article V entitled “Neighborhood Electric Vehicles” to add provisions permitting the operation of properly equipped golf carts as defined therein on roadways under the jurisdiction of the City, subject to restrictions and limitations imposed by statute and said Ordinance, and

**WHEREAS**, due to an amendment to the applicable state statutes, what was previously referred to as “Neighborhood Electric Vehicles” are now generally referred to as “Low Speed Vehicles” and are regulated by the State of Illinois and permitted on public roads unless prohibited by local ordinance under the provisions of 625 ILCS 5/11-1426.2, and

**WHEREAS**, the City of Pontiac does not intend to prohibit the use of Low Speed Vehicles on City streets, and accordingly, the City of Pontiac ordinance provisions regulating Neighborhood Electric Vehicles/Low Speed Vehicles is no longer required and should be repealed, and

**WHEREAS**, 625 ILCS 5/11-1426.1 prohibits the operation of “Non-Highway Vehicles” on streets, highways and roadways in the state, but also authorizes municipalities to by ordinance permit the operation of such Non-Highway Vehicles on roadways under their jurisdiction and to regulate the use thereof if so permitted, and

**WHEREAS**, pursuant to Ordinance No. 2009-O-015 the City of Pontiac did provide for properly equipped golf carts as defined therein on roadways under the jurisdiction of the City, subject to restrictions and limitations imposed by statute and said Ordinance and did amend Article V entitled “Neighborhood Electric Vehicles”, accordingly, and

**WHEREAS**, as required by 625 ILCS 5/11-1426.1, the City Council has considered the volume, speed, and character of traffic on roadways under the jurisdiction of the City having a posted speed limit of 35 miles per hour or less and has determined that the public safety will not be jeopardized by the operation of properly equipped golf carts on said roadways in accordance with said statute and this Ordinance, but that other Non-Highway Vehicles referred to in said 625 ILCS 5/11-1426.1, namely all-terrain vehicles and off-highway motorcycles, should not be permitted to be operated on said roadways, and

**WHEREAS**, the City Council has determined that it is in the public interest to allow the operation of properly equipped golf carts on roadways under the jurisdiction of the City having a posted speed limit of 35 miles per hour or less in accordance with said statute and this Ordinance, and that Article V of Chapter 21 of the Code of Ordinances of the City of Pontiac should be amended in its entirety as hereinafter provided.

**NOW, THEREFORE**, Be it Ordained by the City Council of the City of Pontiac, Livingston County, Illinois as follows:

Section 1. That Chapter 21 of the Code of Ordinances of the City of Pontiac, Illinois, shall be, and the same is hereby, amended by amending in its entirety Article V formerly entitled “Neighborhood Electric Vehicles” to be entitled “Properly Equipped Neighborhood Golf Carts” to read and provide as follows:

**ARTICLE V. Properly Equipped Neighborhood Golf Carts.**

**Sec. 21-90. Definition of Properly Equipped Neighborhood Golf Cart.**

As used in this article, the term Properly Equipped Neighborhood Golf Cart shall have the definition as currently set forth in Section 11-1426.1 of the Illinois Vehicle Code, 625 ILCS 5/11-1426.1, and shall be equipped with all safety systems and equipment as required by said statute, together with seatbelts and windshield. To be operated on a roadway in the City, a golf cart must have at a minimum brakes, a steering apparatus, tires, a rearview mirror, red reflectorized warning devices in the front and rear, a slow moving emblem on the rear of the golf cart, a headlight that emits a white light visible from a distance of 500 feet to the front, a tail lamp that emits a red light visible at least 100 feet from the rear, brake lights, turn signals, a windshield and seat belts.

**Sec. 21-91. Operation of Properly Equipped Neighborhood Golf Carts.**

Subject to the requirements of Sections 11-1426.1 of the Illinois Vehicle Code, 625 ILCS 5/11-1426.1, which are hereby adopted by the City only as to Properly Equipped Neighborhood Golf Carts as defined in this article, and any other requirements imposed by this article, drivers properly licensed to operate motor vehicles on the roadways of the City shall be authorized to operate Properly Equipped Neighborhood Golf Carts on the roadways of the City having a posted speed limit of 35 miles per hour or less. A Properly Equipped Neighborhood Golf Cart shall be permitted to cross a State highway only at an intersection controlled by a traffic light or a 4-way stop sign and where the State highway has a speed limit of 35 miles per hour or less at the place of crossing. Other than Properly Equipped Neighborhood Golf Carts which may be operated on the roadways of the City in accordance with this article, no Non-Highway Vehicles as defined in said Section 11-1426.1 shall be permitted to be operated on the roadways of the City.

**Sec. 21-92. Annual Registration of Properly Equipped Neighborhood Golf Carts.**

No Properly Equipped Neighborhood Golf Cart shall be operated on any roadway of City unless the owner(s) thereof shall have first registered the Properly Equipped Neighborhood Golf Carts with the City in accordance with the following:

- (a) Registration of Properly Equipped Neighborhood Golf Carts shall be administered by the Chief of Police, and his designees, and applications for registration shall be made on a form prescribed by the City, said form to include a statement under oath or penalties of perjury that the Properly Equipped Neighborhood Golf Carts proposed to be registered meets the definition under this article, and shall be accompanied by an annual registration fee of \$35.00 and proof of liability insurance for said Properly Equipped Neighborhood Golf Cart having at least the same limits as required from time to time for motor vehicles under the mandatory insurance law of the State of Illinois.
- (b) Registered Properly Equipped Neighborhood Golf Carts shall be issued a sticker which shall be affixed to the registered vehicle in a prominent visible location as directed by the Chief of Police, or his designees.
- (c) Registrations shall be effective from the date of issuance until the March 31<sup>st</sup> next following and shall be renewed annually in the same manner as the original registration. The annual fee shall be prorated in the case of partial years based on the months, or parts of months, the registration will be effective.
- (d) Registrations shall not be transferable in the event of change of ownership.
- (e) Registrations shall be subject to revocation by the Chief of Police in the event of a violation of the requirements of Section 11-1426.1 of the Illinois Vehicle Code, 625 ILCS 5/11-1426.1, or any of the provisions of this article. A revocation shall be made in writing and shall set forth the provision(s) of statute or ordinance found to be violated. Revocations may be appealed in writing to the City Council fourteen (14) days from the issuance of the revocation, and if appealed the City Council shall hold a public hearing at which the affected owner may appear, present witnesses and evidence, and be represented by an attorney. The City Council shall uphold the revocation if it determines by a preponderance of the evidence presented at the hearing that the violation which was the basis for the revocation occurred. During the appeal process, the revocation shall remain in full force and effect.
- (f) In the event a registration is revoked due to a failure to maintain the required liability insurance or a failure to maintain the condition of the neighborhood electric vehicle in compliance this article, including but not limited to, maintaining the required safety systems, the Chief of Police, in his discretion, may reinstate the registration upon documentation of reinstatement of the required insurance or of the repair or modification of the Properly Equipped

Neighborhood Golf Cart necessary to cure any deficiencies, as applicable, if the Chief of Police determines that the violation was not intentional and is not likely to recur.

**Sec. 21-93. Inspection of Properly Equipped Neighborhood Golf Carts.**

Properly Equipped Neighborhood Golf Carts registered, or proposed to be registered, pursuant to this article shall be subject to inspection by the Chief of Police, or his designees, at any time to determine that said Properly Equipped Neighborhood Golf Cart meets, and continues to meet, the definition thereof as set forth in this article, particularly the provisions for maintenance in operating condition of required safety systems and equipment.

**Sec. 21-94. Mandatory Insurance.**

The owner of any Properly Equipped Neighborhood Golf Cart registered under this article shall continuously maintain liability insurance for said vehicle having at least the same limits as required from time to time for motor vehicles under the mandatory insurance law of the State of Illinois.

**Sec. 21-95. Operation Limited to Licensed Drivers.**

No person who is not properly licensed to operate motor vehicles on the roadways of the City shall operate a Properly Equipped Neighborhood Golf Cart within the City, and the provisions of Section 6-107 of the Illinois Vehicle Code, 625 ILCS 5/6-107 providing for graduated licenses for young drivers shall be fully applicable to the operation of neighborhood electric vehicles.

**Sec. 21-96. Other Laws, Regulation and Ordinances.**

Properly Equipped Neighborhood Golf Cart shall be operated at all times in accordance with the provisions of the Illinois Vehicle Code, the rules of the road contained therein, and any other laws, regulations or ordinances governing the operation of motor vehicles in the City, as well as any laws, regulations or ordinances specifically pertaining Non-Highway Vehicles and the operation thereof.

**Sec. 21-97. Violations.**

In addition to the revocation of the registration for a Properly Equipped Neighborhood Golf Cart as provided in this article, any person violating the provisions of this article shall be subject to punishment as provided in Section 1-11 of Chapter 1 of this Code. The provisions hereof for prosecuting violations of this article are not intended to supercede the Illinois Vehicle Code, or to in any way impair prosecution of violations of

the Illinois Vehicle Code involving the operation of neighborhood electric vehicles.

**Sec. 21-98. Severability.**

The provisions and sections of this Article shall be deemed separable and the invalidity of any portion of this Article shall not affect the validity of the remainder.

Section 2. This Ordinance shall be effective ten (10) days from and after passage, approval and publication in pamphlet form as required by law, and all ordinances in conflict herewith are hereby repealed; provided, however, that this Ordinance shall not modify or repeal Section 21-36 of Article II of Chapter 21 entitled "Utility vehicles, riding lawn mowers and implements of husbandry." as adopted by Ordinance No. 2009-O-023, and further provided, however, that the repeal of any other ordinance by this Ordinance shall not affect any offense or act committed or done, any penalty or forfeiture incurred, any causes of action, any contract or right established, or any pending litigation occurring or instituted prior to the effective date of this Ordinance..

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ that the above ordinance be passed.

VOTES: YEA: \_\_\_\_

NAY: \_\_\_\_

ABSENT: \_\_\_\_

ABSTAIN: \_\_\_\_

Passed and approved this 17th day of May, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## Legal Q & A

### Golf Carts & Neighborhood Vehicles on Public Streets

By Roger Huebner, General Counsel, IML  
Brian Day, Staff Attorney, IML  
Jerry Zarley, Paralegal, IML

(September 2008)

In response to rising energy costs and concerns about the environment, many people are looking for ways to reduce their gasoline consumption. One alternative being examined is the use of golf carts, neighborhood vehicles, and similar low-speed vehicles as alternative means of local transportation. As of this writing, there are three Illinois municipalities (Camargo, Salem, and Sesser) that we know of that allow their residents to use such vehicles on their local roadways. In addition, some cities throughout the country are requiring some of their public service employees to use these alternative forms of transportation.

There are many reasons to justify this trend. Among those reasons are: high gas prices; environmental considerations; reduced oil dependency; convenience; low maintenance; and a closer sense of community. These alternative means of local transportation make life easier and less stressful on the constituents that use them. Consequently, the League has received numerous calls from municipal attorneys and officials in Illinois seeking information regarding their municipality's ability to allow their citizens to use golf carts and other low-speed vehicles on city streets. There are, however, statutory, safety, and liability concerns and limitations.

**Q:** *Do municipalities have the authority to allow golf carts, neighborhood vehicles, and similar low-speed vehicles on public streets within their borders?*

**A:** Municipalities may allow the limited use of neighborhood vehicles and similar low-speed vehicles on the city streets. The Illinois Vehicle Code sets forth certain requirements and restrictions concerning the use of these vehicles on public streets. In addition, city officials should remain cognizant of the safety and liability concerns of allowing the use of these vehicles on their local streets. The statutory authority to allow the use of golf carts, however, is questionable.

#### 1. Distinguishing Golf Carts and Neighborhood Vehicles:

Section 11-1428 of the Code concerns golf carts. That statute defines a "golf cart" as:

. . . a vehicle specifically designed and intended for the purposes of transporting one or more persons and their golf clubs or maintenance equipment while engaged in the playing of golf, supervising the play of golf, or maintaining the condition of the grounds on a public or private golf course.<sup>1</sup>

The definition appears to be tied to the vehicle's intention of being used for golf purposes.

Section 1426.1 of the Code concerns neighborhood vehicles. That statute defines a “neighborhood vehicle” as:

. . . a self-propelled, electronically powered four-wheeled motor vehicle (or a self-propelled, gasoline-powered four-wheeled motor vehicle with an engine displacement under 1,200 cubic centimeters) which is capable of attaining in one mile a speed of more than 20 miles per hour, but not more than 25 miles per hour, and which conforms to federal regulations under Title 49 C.F.R. Part 571.500.<sup>2</sup>

There are some differences between the two types of vehicles. Neighborhood vehicles are manufactured with the proper equipment to be street legal, while golf carts may or may not be. Some neighborhood vehicles already have doors and windows while golf carts usually don’t. Golf carts are typically designed to carry two people, while neighborhood vehicles may be designed to carry four or more. Neighborhood vehicles are also slightly bigger and move slightly faster than typical golf carts. While golf carts are specifically designed for use on a golf course but can also be used on streets with specific limitations, neighborhood vehicles are designed for use on the streets but not a golf course.

## 2. Neighborhood Vehicles:

The Illinois Vehicle Code authorizes local governments to allow neighborhood vehicles on local streets. That authorization is found in Section 11-1426.1 of the Code. You should be careful, however, when examining this statute. At the time of this writing, there are two different versions of Section 11-1426.1 of the Illinois Vehicle Code. The first version was enacted under Public Act 95-150, which became effective on August 14, 2007. The second version was enacted under two identical pieces of legislation: Public Act 95-414, which became effective on August 24, 2007 and Public Act 95-575, which became effective on August 31, 2007. The two versions of Section 11-1426.1 are incompatible in some respects. Based on the principle that the latter enactment takes precedence, our analysis in this article is based on the language of the statute that was enacted under P.A. 95-414 and P.A. 95-575.

Under subsection (d) of Section 11-1426.1:

A municipality, township, county, or other unit of local government may authorize, by ordinance or resolution, the operation of neighborhood vehicles on roadways under its jurisdiction if the unit of local government determines that the public safety will not be jeopardized. The Department may authorize the operation of neighborhood vehicles on the roadways under its jurisdiction if the Department determines that the public safety will not be jeopardized.<sup>3</sup>

This statute further provides:

Before permitting the operation of neighborhood vehicles on its roadways, a municipality, township, county, other unit of local government, or the Department must consider the volume, speed, and character of traffic on the roadway and determine



whether neighborhood vehicles may safely travel on or cross the roadway. Upon determining that neighborhood vehicles may safely operate on a roadway and the adoption of an ordinance or resolution by a municipality, township, county, or other unit of local government, or authorization by the Department, appropriate signs shall be posted.<sup>4</sup>

In addition:

If a roadway is under the jurisdiction of more than one unit of government, neighborhood vehicles may not be operated on the roadway unless each unit of government agrees and takes action as provided in this subsection.<sup>5</sup>

Neighborhood vehicles may be operated only by properly licensed drivers in the State of Illinois,<sup>6</sup> and they may be operated only on streets where the posted speed limit is 35 miles per hour or less.<sup>7</sup> But they may not “make a direct crossing upon or across any highway under the jurisdiction of the State, tollroad, interstate highway, or controlled access highway in this State.”<sup>8</sup>

Neighborhood vehicles may not be operated on local streets unless they have all of the following equipment:

- brakes;
- a steering apparatus;
- tires;
- a rearview mirror;
- red reflectorized warning devices in the front and rear;
- a slow moving emblem (as required of other vehicles in 625 ILCS 5/12-709) on the rear of the neighborhood vehicle;
- a headlight that emits a white light visible from a distance of 500 feet to the front;
- a tail lamp that emits a red light visible from at least 100 feet from the rear;
- brake lights; and
- turn signals.<sup>9</sup>

### 3. Golf Carts:

The Illinois Vehicle Code is less clear about the authorization to allow golf carts on local streets. Section 11-1428 of the Code authorizes local governments to allow golf carts on public streets, but that authority may be limited only to allowing golf carts to make direct crossings of streets that run through golf courses.

Subsection (a) of Section 11-1428 sets forth the general rule that it is “unlawful for any person to drive or operate any golf cart upon any street, highway or roadway in this State” except as otherwise provided in the statute.<sup>10</sup>

Subsection (b) of that Section sets forth an exception to the general rule and provides that golf carts may make a direct crossing over a street, highway or roadway that runs through a golf course provided:

(1) The crossing is made at an interchange approved by the local unit of government and at a place where no obstruction prevents a quick and safe crossing;

(2) The golf cart is brought to a complete stop before attempting a crossing;

(3) The operator of the golf cart yields the right of way to all pedestrian and vehicular traffic which constitutes a hazard; and

(4) There is no tunnel or overpass ramp provided for the golf cart to cross through the golf course.<sup>11</sup>

But, like neighborhood vehicles, golf carts are prohibited from making “a direct crossing upon or across any highway under the jurisdiction of the State, tollroad, interstate highway, or controlled access highway in this State.”<sup>12</sup>

Subsection (e) of that Section authorizes local governments to allow golf carts on public streets:

*Subject to subsection (b)*, a municipality, township, county, or other unit of local government may authorize, by ordinance or resolution, the operation of golf carts on roadways under their respective jurisdictions. The Department may authorize the operation of golf carts on the roadways under its jurisdiction.<sup>13</sup>

It is the term "subject to subsection (b)" that is ambiguous. It is unclear whether the inclusion of this phrase limits the authorization set forth in subsection (e) only to those road crossings that are authorized in subsection (b) or whether subsection (e) gives more general authority for golf carts to travel on local roads. The statute contains some indications that the more general authority is intended: (i) the subsection goes on to require the local government to determine whether golf carts may safely *travel on or cross* the roadway<sup>14</sup>; and (ii) the required safety equipment appears to anticipate more than mere road crossings.<sup>15</sup> At this time, however, it is unclear from the language of the statute how far the authority extends in allowing local governments to allow golf carts on public roads.

The procedures for authorizing golf carts to allow golf carts on local streets is the same as those for neighborhood vehicles: (i) local governments must consider the volume, speed, and character of traffic on the roadway and determine that the public safety will not be jeopardized; and (ii) local governments must post appropriate signs if an ordinance or resolution is adopted.<sup>16</sup> If a roadway is under the jurisdiction of more than one unit of government, neighborhood vehicles may not be operated on the roadway unless each unit of government agrees and takes action as provided in this subsection.<sup>17</sup> The same equipment is required for golf carts operating on local streets as for neighborhood vehicles.<sup>18</sup>

#### 4. Safety and liability considerations:

While there may be some benefits in allowing golf carts or neighborhood vehicles on your municipal roadways, there are potential safety and liability issues that you should keep in mind. The lightweight, open design and low speed of these vehicles may pose a threat to public safety—particularly in light of the growing size and weight of conventional motor vehicles. The Associated Press recently reported that nearly half of all golf cart injuries occur on streets or residential property, and injury rates are on the rise – to the tune of 12,000 annually.<sup>19</sup> Injuries from collisions between motor vehicles and golf carts or neighborhood vehicles will be more severe than collisions between motor vehicles.

There are also liability issues concerning the maintenance of roadways. Section 3-102(a) of the Local Governmental and Governmental Employees Tort Immunity Act,<sup>20</sup> imposes a duty on all municipalities to “exercise ordinary care to maintain [their] property in a reasonably safe condition for the use” by intended and permitted users.<sup>21</sup> Giving your residents the authority by ordinance to drive golf carts or neighborhood vehicles on the local streets could make the drivers of such vehicles intended and permitted users of the streets potentially subjecting your municipality to more liability claims.<sup>22</sup>

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This monthly column examines issues of general concern to municipal officers. *It is not meant to provide legal advice and is not a substitute for consulting with your municipal attorney.* As always, when confronted with a legal question, contact your municipal attorney because certain unique circumstances may alter any conclusions reached in this article.

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<sup>1</sup> 625 ILCS 5/11-1428(d).

<sup>2</sup> 625 ILCS 5/11-1426.1(a).

<sup>3</sup> 625 ILCS 5/1426.1(d).

<sup>4</sup> *Id.*

<sup>5</sup> *Id.*

<sup>6</sup> 625 ILCS 5/11-1426.1(b-5).

<sup>7</sup> 625 ILCS 5/11-1426.1(b).

<sup>8</sup> 625 ILCS 5/11-1426.1(c).

<sup>9</sup> 625 ILCS 5/11-1426.1(e).

<sup>10</sup> 625 ILCS 5/11-1428(a).

<sup>11</sup> 625 ILCS 5/11-1428(b).

<sup>12</sup> 625 ILCS 5/11-1428(c).

<sup>13</sup> 625 ILCS 5/11-1428(e)(emphasis added).

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

<sup>18</sup> *Id.*

<sup>19</sup> Suhr, Jim. Cheap ride: More towns let golf carts putter about, Associated Press, Aug. 6, 2008. Available at [http://news.yahoo.com/s/ap/20080806/ap\\_on\\_bi\\_ge/golf\\_carts\\_a\\_new\\_course](http://news.yahoo.com/s/ap/20080806/ap_on_bi_ge/golf_carts_a_new_course)

<sup>20</sup> 745 ILCS 10/1-101 et. seq.

<sup>21</sup> 745 ILCS 10/3-102(a).

<sup>22</sup> See generally, *Brooks v. City of Peoria*, 305 Ill. App. 3d 806 (3d Dist. 1999) (holding that a city was liable for injuries of a minor cyclist on a deteriorated sidewalk because the passage of the ordinance allowing the cyclist to use the sidewalk meant that he was an intended user and the city, therefore, had a duty to maintain its property in reasonably safe condition for use by intended users).

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE DECLARING PERSONAL PROPERTY  
OF THE CITY OF HIGHLAND, ILLINOIS,  
SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL,  
SPECIFICALLY, DEPARTMENT OF LIGHT AND POWER EQUIPMENT  
INCLUDING ITRON ELECTRIC METERS  
AND ASSORTED ELECTRICAL CONSTRUCTION HARDWARE**

**WHEREAS**, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

**WHEREAS**, 65 ILCS 5/11-76-4 provides that whenever a municipality in the state of Illinois owns any personal property which, in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or in the best interests of the municipality to keep, a majority of the corporate authorities at any regular or special meeting called for that purpose, may: (1) by Ordinance authorize the sale of such personal property in whatever manner they designate with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property to the use of the City; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

**WHEREAS**, City Department of Light and Power currently owns equipment that is, in the opinion of this City Council, no longer necessary or useful to or in the best interests of the City to retain, and should be declared surplus personal property (*See Exhibit A*); and

**WHEREAS**, City Department of Light and Power currently owns personal property, that is, in the opinion of this City Council, no longer necessary or useful to or in the best interests of the City to retain, and should be declared surplus personal property (*See Exhibit A*); and

**WHEREAS**, City has determined the City Manager or his Designee is permitted to sell and/or dispose of the surplus personal property (*See Exhibit A*) for the maximum value that can be obtained, to be determined solely by the City Manager or his Designee; and

**WHEREAS**, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to declare the aforementioned personal property (*See Exhibit A*) surplus, and sell and/or dispose of the same.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Highland, Illinois, as follows:

*Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

*Section 2.* That the City personal property listed on **Exhibit A** is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property listed on **Exhibit A** is declared surplus, and that it is in the best interest of the City to sell and/or dispose of the same.

*Section 3.* That the City Manager or his Designee is directed and authorized to sell and/or dispose of the surplus personal property listed on **Exhibit A** for the maximum value that can be obtained, to be determined solely by the City Manager or his Designee.

*Section 4.* That the City Manager or his Designee is hereby authorized to execute any documents necessary to complete the sale and deposit the proceeds of same into the city treasury.

*Section 5.* That this Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council and approved by the Mayor of the city of Highland, Illinois and deposited and filed in the office of the City Clerk on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

---

Joseph R. Michaelis  
Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

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Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois



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Ship # 202001  
Order # 472677  
Qty 150  
Item # C700  
Ship Date 06/29/2019

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Order # 472677  
Qty 150  
Item # C700  
Ship Date 06/29/2019

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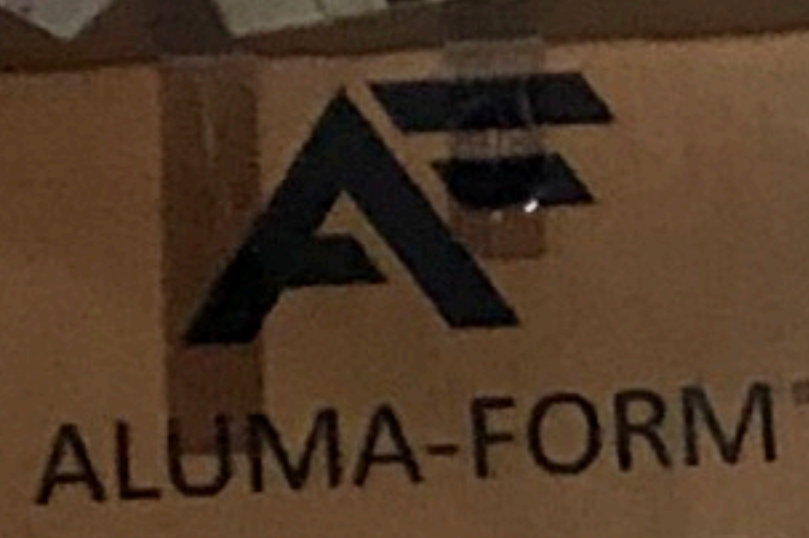
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# City of Highland

Department of Light and Power

**Memo to:** Mark Latham, City Manager  
**From:** Dan Cook, Director of Light & Power  
**Date:** February 13, 2020  
**Subject:** Declaration of electric meters and 2 pallets of miscellaneous electric materials as surplus and authorizing their sale or disposal.

## RECOMMENDATION

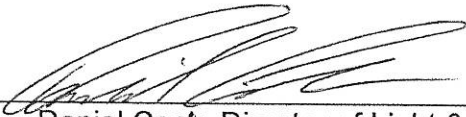
I ask that you seek council approval to declare the below list of meters and materials as surplus allowing the Electric Department to sell or dispose of as appropriate.

- 1000 ITRON Centron meters
- 48 ITRON Sentinel meters
- 2 Pallets of miscellaneous electric materials including assorted aluminum hardware, porcelain cutouts and bell ends.

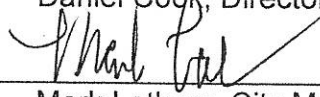
The above meters are old pulls that are being replaced with the new "Smart Meters" and the miscellaneous materials are obsolete and/or do not meet our current construction standards.

## CONCURRENCE

Recommended by: \_\_\_\_\_

  
Daniel Cook, Director of Light & Power

Approved by: \_\_\_\_\_

  
Mark Latham, City Manager

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A PROPOSAL FOR PROFESSIONAL ARCHITECTURAL SERVICES  
WITH FGM ARCHITECTS, INC. FOR A  
NEW CITY OF HIGHLAND OUTDOOR POOL**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined the existing outdoor pool needs to be replaced with a new outdoor pool to better serve the needs of City residents; and

WHEREAS, City has consulted with FGM Architects, Inc. (hereinafter “FGM”), an architectural design and engineering firm, to assess the design, engineering and construction of the new City outdoor pool (hereinafter “Project”); and

WHEREAS, FGM has prepared for City a Master Architectural Agreement (attached hereto as **Exhibit A**) for the Project (hereinafter “FGM Master Agreement”); and

WHEREAS, the FGM Master Agreement will apply to, and be a part of, all subsequent Project Authorizations to complete the Project (**Exhibit A**); and

WHEREAS, City finds that the terms of the FGM Master Agreement (**Exhibit A**) are fair and reasonable, and City finds the FGM Master Agreement (**Exhibit A**) should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the FGM Master Agreement (**Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute the FGM Master Agreement (**Exhibit A**).

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Highland as follows:

*Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

*Section 2.* The FGM Master Agreement (**Exhibit A**) for the Project is approved.

*Section 3.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date the FGM Master Agreement (**Exhibit A**) for the Project.

*Section 4.* This Resolution shall be known as Resolution No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2020, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Joseph R. Michaelis, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

Barbara Bellm, City Clerk  
City of Highland  
Madison County, Illinois



# AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the second day of March in the year Two Thousand Twenty  
*(In words, indicate day, month and year.)*

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

City of Highland  
for the Department of Parks and Recreation  
1115 Broadway / P.O. Box 218  
Highland, Illinois 62249  
Telephone Number: (618) 654-9891  
and the Architect:

*(Name, legal status, address and other information)*

FGM Architects Inc.  
475 Regency Park, Suite 325  
O'Fallon, Illinois 62269  
Telephone Number: 618.624.3364  
Fax Number: 618.624.3369

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

Owner and Architect will execute a separate Project Authorization to this Agreement for projects assigned by the Owner to the Architect, such projects may include but are not limited to new facilities, additions to existing facilities, remodeling, renovation and repair of existing facilities, surveys and reports, feasibility studies, and any other work that may be requested by the Owner.

The Owner and Architect agree as follows.

This Agreement shall serve as a Master Agreement establishing the terms of service for all projects assigned by the Owner to the Architect. Owner and Architect will execute separate Project Authorizations to this Agreement which establish specific parameters for each project assigned by the Owner to the Architect.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(726036089)

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5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
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.)*

A Project Authorization to this Agreement shall incorporate the following Initial Information:

1. Owner's program and Project's physical characteristics
2. Owner's budget for the Cost of the Work, including construction Manager's fees, if applicable.
3. Owner's budget Total Project Cost that includes Cost of the Work and Indirect Construction Cost, including, but not limited to administrative costs, professional fees, site investigation, furniture and equipment.
4. Owner's authorized representatives.
5. Anticipated procurement method and other information relevant to the Project.

For services other than facility and life safety studies and surveys, the Owner and Architect will jointly develop the building program for individual projects as they are assigned in writing by the Owner's representative.

§ 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.)*

To be determined

Init.

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§ 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.)

To be verified; City has initially stated that maximum allowable Project Cost would be \$3,500,000.00, which would include the Cost of the Work and other items per Section 6.1.

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

.1 Design phase milestone dates, if any:

If appropriate, shall be determined on individual projects as assigned by the Owner and incorporated in a Project Authorization exhibit to this Agreement.

.2 Construction commencement date:

If appropriate, shall be determined on individual projects as assigned by the Owner and incorporated in a Project Authorization exhibit to this Agreement.

.3 Substantial Completion date or dates:

If appropriate, shall be determined on individual projects as assigned by the Owner and incorporated in a Project Authorization exhibit to this Agreement.

.4 Other milestone dates:

To be determined

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

Owner has indicated that it intends to seek competitive bids through design / bid / build process and a single bid event.

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

To be determined.

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

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

Mr. Mark Latham  
City Manager  
City of Highland  
1115 Broadway / P.O. Box 218  
Highland, Illinois 62249  
Telephone Number: (618) 654-9891

Init.

/

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

Mr. Mark Rosen  
Director of Parks and Recreation  
City of Highland  
1 Nagel Drive / P.O. Box 218  
Highland, Illinois 62249  
Telephone Number: (618) 651-8899

§ 1.1.9 If appropriate, the Owner shall retain the following consultants and contractors and shall be incorporated in a Project Authorization exhibit to this Agreement:  
(List name, legal status, address, and other contact information.)

1. Land Survey  
(Paragraphs deleted)
2. Civil Engineer (if not explicitly included within Architect’s scope per Project Authorization)
3. Geotechnical Engineer
4. Environmental Consultants
5. Natural Resource Consultants
6. Historical Archeologists
7. Traffic Consultant
8. Cost Consultant (if not explicitly included within Architect’s scope per Project Authorization)
9. Construction Testing Contractor
10. Building Code Plan Review
11. Building Code Site Inspections
12. Called Inspections

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

Mr. Joshua Mandell  
Principal-in-Charge  
FGM Architects, Inc.  
475 Regency Park, Suite 325  
O’Fallon, Illinois 62269  
Telephone Number: (314) 439-1601

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

§ 1.1.11.1 Consultants retained under Basic Services and shall be incorporated in a Project Authorization exhibit to this Agreement:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

.4 Plumbing Engineer

Init.

§ 1.1.11.2 If appropriate, Consultants retained under Additional Services and shall be incorporated in a Project Authorization exhibit to this Agreement:

1. Landscaping.
2. Kitchen Consultant.
3. Theater Consulting and Specialties.
4. Record Documents at the completion of the project.
5. Specialized studies to obtain certification of sustainable design by US Green Building Council (LEED), Green Globes or similar organizations.
6. Interior Design for furniture, fixture and equipment.
7. Building Code Plan Review and Building Code Site Inspections.
8. Technologies and Security design.
9. Mechanical and Electrical commissioning.
10. Acoustical Consultant.
11. Called Inspections.
12. Aquatic Consultant.

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

If appropriate, shall be determined on individual projects as assigned by the Owner and incorporated in a Project Authorization exhibit to this Agreement. Initial Information shall include the audit of existing aquatic facilities, titled 'HIGHLAND COMMUNITY POOL FACILITY EVALUATION' and dated 18 November 2019.

§ 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 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 for any Project Authorization issued pursuant thereto. . The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 ) combined single limit and aggregate for for bodily injury, death of any person, and property damage covering non-owned and rented vehicles operated by the Architect. .

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with Statutory limits not less than Five Hundred Thousand Dollars (\$ 500,000 ) each accident, disease, death.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Three Million Dollars (\$ 3,000,000 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 As required by Project Authorization exhibit to this Agreement, 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 Additional Services.

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

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission, or inconsistency in such services or information, however, the Architect assumes no duty to discover such errors, omissions or inconsistencies.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and a reasonable time for approval of submissions by authorities having jurisdiction over the Project. The Owner shall render decisions in a timely manner so as to not adversely affect the schedule or cause the schedule to be exceeded. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall use professional care to respond to applicable written publicly available design requirements imposed by those authorities and entities having jurisdiction over the design of the Project. The Architect shall not be responsible for additional costs incurred because of a reasonable difference of opinion or interpretation of applicable code requirements with that of such governmental authorities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 If the Architect's services involve making changes to an existing facility, the Owner shall furnish documentation, drawings and information on the existing facility upon which the Architect may rely for accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to cause to be performed any destructive testing or investigation of concealed or unknown conditions. In the event the documentation, drawings or information furnished by the Owner is inaccurate or incomplete, all resulting costs and expenses, including the cost of Additional Services of the Architect, shall be borne by the Owner. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, arising out of or resulting from the drawings, documentation and information furnished by the Owner.

§ 3.1.8 If the Project involves remodeling and/or rehabilitation of an existing structure, certain assumptions regarding existing conditions are required to be made. Since some of these assumptions may not be verifiable within Owner's budget or without destroying otherwise adequate or serviceable portions of the Project, the Owner agrees that, except for specific tasks identified for the Architect to perform under the Agreement, the Owner shall reimburse the Architect as an Additional Service for changes, modifications, additions or alterations to the Construction Documents which may arise or result from unforeseen or concealed conditions. The Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Architect and its consultants from and against all claims, damages, liabilities, losses, costs, damages and expenses, including attorney's fees, arising from unforeseen or concealed conditions.

§ 3.1.9 The LEED Green Building Rating System and other similar environmental guidelines (collectively referred to as "LEED Guidelines") utilize certain design and usability recommendations for a project in order to promote an environmentally friendly and energy efficient facility. When LEED Guidelines are required by the Owner to be used for the Project, the Architect shall use professional care to interpret and apply the LEED Guidelines to the Project. The Owner acknowledges and understands that LEED Guidelines are subject to various and possibly contradictory interpretations and that compliance may involve factors beyond the control of the Architect, including such factors as Owner's use and operation of the completed Project. The Architect does not warrant or represent that the Project will

achieve LEED certification or that the estimates of energy savings and costs relating to building or equipment operation will actually be realized by the Owner. The Architect shall not be responsible for any environmental or energy shortfalls or losses arising from the use and operation of the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** As required by Project Authorization exhibit to this Agreement, the Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare, solely for use by the Owner, a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to gain a general understanding of the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with and subject to Sections 6.2 and 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Upon request of Owner's approval of the Schematic Design Documents, the Architect shall commence the Design Development Phase.

### **§ 3.3 Design Development Phase Services**

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

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

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Upon receipt of Owner's approval of the Design Development Documents, the Architect shall commence the Construction Documents Phase.

§ 3.3.4 The Architect shall provide one (1) exterior design concept to the Owner for approval as part of Basic Services. Any additional design concepts shall be charged as an Additional Service in accordance with Article 4.3.

#### § 3.4 Construction Documents Phase Services

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

§ 3.4.2 The Architect shall use professional care to incorporate the written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project into the Construction Documents.

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

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

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Upon receipt of Owner's approval of the Construction Documents, the Architect shall commence the Bidding/Negotiation Phase.

§ 3.4.6 the Owner and Architect acknowledge that, given the nature of the design and construction process, certain inconsistencies, conflicts, errors and/or omissions may exist in the Construction Documents prepared by the Architect. It is further acknowledged and agreed that as long as the number and type of such inconsistencies, conflicts, errors and/or omissions are reasonable and consistent with reasonable skill and care, such inconsistencies, conflicts, errors and/or omissions shall not constitute a material breach of this Agreement or a deviation from the applicable standard of care set forth herein. Notwithstanding the foregoing, the Architect and its consultants shall modify or correct any errors or omissions in the Construction Documents at no additional cost to Owner.

§ 3.4.7 If, as a result of the Architect's failure to comply with the standard of care set forth in this Agreement, an error in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for additional construction costs for which the Architect is legally responsible in accordance with applicable law.

§ 3.4.8 If, as a result of the Architect's failure to comply with the standard of care set forth in this Agreement, an omission in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner only for the additional costs related to adding the omitted item or element over and above that which the Owner would have paid had the omitted item or element been included in the original Construction Documents.

§ 3.4.9 All costs associated with the Architect's negligent errors or omissions which constitute "betterment" or "value added" to the Owner shall be borne by the Owner to the extent of such betterment or value added.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

As required by Project Authorization exhibit to this Agreement, the Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

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

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

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

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

*(Paragraphs deleted)*

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

### § 3.6 Construction Phase Services

#### § 3.6.1 General

As required by Project Authorization exhibit to this Agreement the Architect comply with the following under this Article 3.6.

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction to the extent required by this Agreement. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement in writing to include such modifications. The terms and conditions of this Agreement shall govern and control the Architect's services on the Project.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for jobsite safety, including, but not limited to safety precautions and programs in connection with the Work or compliance with any safety laws, standards, rules, regulations or guidelines governing the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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**§ 3.6.1.4** The Architect shall not be responsible for any aspect of design, procurement, erection, construction, monitoring, observation or use of any scaffolds, hoists, cranes, ladders, bracing or supports of any type on the Project, whether temporary or permanent, not shall the Architect have responsibility for construction barricades, barriers, safety cones, tape, warning, signage, canopies or other similar devices of any kind, whether for vehicular or pedestrian traffic or otherwise on or around the Project site. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, statute or regulation to construction workers or any other person regarding safety or the prevention of accidents at the Project.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at a mutually agreed upon number of site visits per project to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to recommend to the Owner that the Owner reject Work that does not conform to the Contract Documents. Subject to Owner's written approval, whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work, and the Architect shall not be responsible for defects or deficiencies of the Contractor, Subcontractors, or suppliers resulting from their failure to complete Work in accordance with the Contract Documents.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. In no event shall the Architect be liable for decisions made in such capacity if made in good faith.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in general accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

#### **§ 3.6.4 Submittals**

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

**§ 3.6.4.2** The Architect shall review or take other appropriate action only upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, that are required by the Contract Documents, 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 specific details, of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Regardless of the review, notations or markups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect or its consultants shall specify the appropriate performance and design criteria that such services must satisfy. Subject to the terms of Article 3.6.4.2, the Architect or its consultants shall retain Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect for informational purposes only. 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 and its consultants 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 and shall have no responsibility for any errors or omissions in the services or documentation provided by the Contractor's design professionals.

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

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

#### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work under Article 3.6.5.1..

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct on site reviews to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final on site review indicating the Work observed by the Architect complies with the requirements of the Contract Documents.

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

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

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

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

§ 3.6.6.6 Upon written 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 as indicated in Product Authorization exhibit to this Agreement. 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect/Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect/Owner

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.6 Building Information Modeling	Architect/Owner
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect/Owner
§ 4.1.1.9 Landscape design	Architect/Owner
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect/Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect/Owner
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Constructor to Furnish
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Architect
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect/Owner
§ 4.1.1.21 Telecommunications/data design	Architect/Owner
§ 4.1.1.22 Security evaluation and planning	Architect/Owner
§ 4.1.1.23 Commissioning	Architect/Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25 LEED Consulting	Not Provided
§ 4.1.1.26 Fast-track design services	Architect
§ 4.1.1.27 Multiple bid packages	Not Provided
§ 4.1.1.28 Historic preservation	Not Provided
§ 4.1.1.29 Furniture, furnishings, and equipment design	Architect/Owner
<i>(Rows deleted)</i>	
§ 4.1.1.30 Alternates	Architect/Owner
§ 4.1.1.31 Called Inspections	Architect/Owner

#### § 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.)*

1. Program: if applicable, the Architect shall provide services to develop a program consisting of concept budget, schedule and space program. The space program considers the number, size, type of space and groupings.
2. Multiple Preliminary Designs: if applicable, the Architect shall develop multiple graphic options for the Owner's consideration for building concept, scope and space adjacencies. Space adjacencies show the relationship between spaces and functions.

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3. Measured Drawings & Existing Facilities Surveys: if applicable, the Architect and/or Engineer shall measure the existing facility(ies) and locating certain building systems/components to be incorporated in a digital format for use in design services.
4. Refer to Item 3 above.
5. Site Evaluation and Planning (B203™-2007): criteria shall be developed for comparison and site usage options.
6. Building Information Modeling: if applicable, this service is a part of Basic Services.
7. Development of Building Information Models for post construction use: will not be provided.
8. Civil Engineering: unless explicitly called out and identified as part of the Architect's team of sub-Consultants in a Project Authorization, the Owner shall have a separate contract with a Civil Engineer. The Engineer shall provide the design, engineering bidding and construction administration for both on-site and off-site civil engineering. The coordination of the Civil Engineer's service with the Architect's Engineers and consultant is a part of Basic Services.
9. Landscape Design: provide for the design, selection, bidding and construction administration for landscaping work.
10. Architectural Interior Design: if applicable, the interior design building components that are fixed and a part of the building interior is a part of Basic Services. Those interior design building components of floor covering, wall coverings, ceilings and fixed casework.
11. Value Analysis (B204™-2007): several building systems/component options shall be developed within a building model to compare criteria such as; life cycle, energy cost, maintenance, operational cost, etc.
12. Detailed Cost Estimating: a detail estimate shall include developing a material and labor cost for each item within a building component of the building project.
13. On-Site Project Representation (B207™-2008): if applicable, the Architect shall provide part-time or full-time on-site representation to observe the progress, quality and performance of the construction is being performed within the intent of the Contract Documents.
14. Conformed Construction Documents: if applicable, the Architect shall provide drawings and specifications that have been revised to incorporate addenda, changes and/or modifications. Any discrepancy between the "Conformed Construction Documents" and the "Bidding Documents", the "Bidding Documents" shall control.
15. As-Designed Record Drawings: if applicable, the Architect will submit one paper copy and one electronic copy of the documents to the Owner as a part of Basic Services.
16. As-Constructed Record Drawings: if applicable, a final set of documents incorporating all contractor revisions to the project as it was constructed would be produced.
17. Post Occupancy Evaluation: if applicable, the Architect shall meet with Owner's representatives one year after the facility has been occupied to walk-thru the facility and discuss items of concern. This service is a part of the Basic Services.
18. Facility Support Services (B210™-2007): if applicable, the Architect shall provide design services needed to support the Owner's facility.
19. Tenant-related Services: will not be provided.
20. Coordination of Owner's Consultants: coordinate work of the consultants retained directly by the owner under separate contract from the Architect's consultants. If applicable, the Architect shall coordinate the Civil Engineer's service with Architect's Engineer and Consultants as a part of the Architect's Basic Services.
21. Telecommunications/Data Design: provide services for the design, selection, biding and construction administration to telecommunication and data equipment.
22. Security Evaluation and Planning (B206™-2007): provide one or more of these services that include; Facility Analysis, Risk Assessment and Security Design Concept.
23. Commissioning (B211™-2007): provide verification that the installed mechanical and electrical systems are functioning and performing within the design criteria.
24. Extensive Environmentally Responsible Design (Sustainable Project Services pursuant to Section 4.1.3): if applicable, the Architect and Consultants shall provide services for the design and documentation of extensive environmentally responsible design features that are pursued short of LEED certification.
25. LEED® Certification (B214™-2007): if applicable, the Architect and Consultants shall provide specialized studies, reports, engineering and documentation and provide other services that are required for sustainable design by US Green Building Council (LEED), Green Globes or similar organizations for possible certification.

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26. Fast-track design services: if applicable, the Architect and Engineers shall provide phased bidding packages to fast track the project, refer to Sections 1.1.6 and 5.4.1.
27. Multiple Bid Packages: will not be provided.
28. Historic Preservation (B205™-2007): will not be provided.
29. Furniture, Furnishings & Equipment Design (B253™-2007): provide design services, selection, bidding and overseeing the installations of furniture and equipment.
30. Alternates: if applicable, the Architect shall provide additional architectural and engineering service to incorporate into the Construction Documents bidding options for substitution and/or addition of materials, spaces and/or systems.
31. Called Inspections: if applicable, the Architect and Engineer shall inspect components of construction when notified by the Contractor in accordance with the building authority.

**§ 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.)*

If appropriate, shall be determined on individual projects as assigned by the Owner and incorporated in a Project Authorization exhibit to this Agreement.

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

#### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, more than one (1) public presentation, community meeting or hearing other than Owner's board meetings; Owner's board meetings exceeding one per month shall be an additional service.
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;  
or,

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- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- .12 Preparation and/or attendance at more than one (1) meeting with each utility provider.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 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 Up to two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ( ) visits to the site by the Architect during construction shall be determined on individual projects as assigned and incorporated in a Project Authorization exhibit to this Agreement.
- .3 One ( 1 ) review for any portion of the Work to determine whether such portion of the Work appears substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by the individual project's Project Authorization to this Agreement have not been completed within the time indicated in the individual project's Project Authorization, 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 or in a Project Authorization exhibit to this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs including design changes necessitated by unforeseen conditions or concealed conditions or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set forth herein. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

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

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

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

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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



**§ 5.16** The Owner shall contract separately for the consulting services in this Article 5. Unless otherwise indicated herein, the services to be provided by Owner's consultants shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Owner shall require its consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by Owner's consultants or for the adequacy of their drawings or other documentation. Review by the Architect of the work product of Owner's consultants is solely for consistency with the Architect's design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by those consultants in connection with such work product and shall not be required to review or verify calculations, designs or other documentation for compliance with applicable codes, laws, ordinances, rules and regulations nor shall Architect be responsible to discover errors or omissions in such documents or services. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, liabilities, damages, losses and expenses, including attorney's fees, arising out of services performed by Owner's consultants, including if or when Owner contends the Architect or its consultants should have discovered errors or omissions in the services of Owner's consultants.

**§ 5.17** If the Owner deviates from or authorizes deviations, recorded or unrecorded, from the Contract Documents without the written agreement of the Architect, the Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, liabilities, damages, losses and expenses, including attorney's fees, arising out of or resulting from such deviations.

**§ 5.18** The Owner shall include in all contracts for construction Articles 3.5 and 3.18 of the AIA A-201 General Conditions of the Contract for Construction 2017 Edition.

**§ 5.19** The Owner shall include in all contracts for construction, the requirement that the contractor(s) name the Owner and Architect as additional insureds on all liability insurance policies required of the contractors for the Project. Such insurance shall be required to be primary and non-contributory over any insurance carried by the Owner or Architect.

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.1.1** Cost of the Work shall include an Owner's contingency in the amount of three (3%) percent of the Owner's budget for construction to cover ambiguities, inconsistencies, incompleteness, errors or omissions in the Instruments of Service as defined in Article 7 herein furnished by the Architect. The Architect shall not be liable for errors or omissions unless such errors or omissions both exceed the contingency and constitute a breach of the standard of care set forth herein.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect, and the Architect shall have no responsibility for such variance nor shall the Architect be responsible if the bids or Cost of the Work exceeds the estimate or Owner's budget.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the

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Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using and maintaining the Project or for informational purposes only in connection with any alteration or addition to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, or the Architect is terminated without cause as provided in Section 9.5, 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 or obtaining the Architect's written consent, 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 defend, 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.

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

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

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

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

**§ 7.5.3** The Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and Owner acknowledges that such Electronic Instruments of Service may not be final or complete. Owner acknowledges that use by Owner or its contractors of the Electronic Instruments of Service is at the user's sole risk and responsibility. Under no circumstances shall such Electronic Instruments of Service be used on other projects, for additions to the project or completion of this Project by another design professional without the written consent of the Architect. Any such use or reuse by the Owner or others without the written consent of the Architect for the specific purpose intended shall be at the Owner's sole risk and without liability to the Architect. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses and expenses, including attorney's fees, arising out of or resulting from Owner's use or reuse of the Electronic Instruments of Service or any use in violation of any terms of this Article. Any such consent or adaptation for use shall entitle the Architect to further compensation at rates to be mutually agreed upon by the Owner and Architect.

**§ 7.5.4** Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not have responsibility or liability in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner is at its sole risk and responsibility. The Architect reserves the right to retain hard copy originals of all Project documentation delivered to the owner in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner. The Owner's right to use electronic files or to use the paper Instruments of Service prepared by the Architect is conditional upon the owner in full compliance with its obligations under this Agreement.

**§ 7.5.5** The Owner acknowledges and understands that the use and automated conversion of information and data in the Electronic Instruments of Service provided by the Architect to a derivative work, model, or alternate system, format or version by the owner may not be accomplished without the introduction of inexactitudes, anomalies, or errors. In the event the Electronic Instruments of Service provided are so used or converted, the Owner agrees to assume all risks associated therewith and releases the Architect from such responsibility and to the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, liabilities, losses, damages and expenses, including, but not limited to attorney's fees, arising in connection therewith.

§ 7.5.6 The electronic data files are intended to work only as described in the Agreement. These files are compatible only on AutoCAD 2012 or Revit Architecture 2012 or later releases. The Owner shall verify drawing release number and file format with the Architect at the time the files are transmitted. The Architect makes no warranty as to the compatibility of the Electronic Instruments of Service.

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Owner shall name or require that its contractor(s) name the Architect as an additional insured under any Builders Risk or property insurance policy maintained on the Project.

§ 8.1.3 The Architect and Owner waive consequential damages, including, without limitation, lost profits, lost revenues, delay damages, loss of market, financing charges, interest and overhead for claims, disputes, or other matters in question, arising out of or relating to this Agreement or the services provided. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. 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 litigation. Prior to the initiation of mediation, on written notice of either party to the other of a n intent to mediate a dispute under this Agreement, each party shall designate a representative and shall meet within five (5) days after service of the notice of intent to mediate. The parties shall attempt to resolve the dispute through negotiation within ten (10) days of the meeting. Should the parties be unable to agree on a resolution with such ten (10) day period, the parties shall proceed to mediation as set forth herein.

§ 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 or such forum as the Owner and Architect may mutually agree in accordance with the administrative rules of the mediation service 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 but, in such event, mediation shall proceed in advance of litigation, 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.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction, specifically Madison County, Illinois, Southern District of Illinois
- Other: (Specify)

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

(Paragraphs deleted)

#### 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. The Owner shall promptly pay the Architect all sums due prior to suspension and any expenses incurred in the interruption of the Architect's services. Upon 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:

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Up to and include the extent of fee earned on the date of termination.

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

Full Project Authorization fee, plus a fee to be negotiated prior to release of Architect's Instruments of Service.

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

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7. In no event shall Architect be liable for any errors or omissions in the Instruments of Service if Owner is rightfully terminated under Sections 9.1, 9.3 or 9.4 or Architect is terminated under Section 9.5.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located.

**§ 10.2** Terms in this Agreement, if not defined herein, shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives non-public 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

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compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## **ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: To be determined on individual projects as assigned and incorporated in a Project Authorization exhibit to this Agreement.

- .1** Stipulated Sum  
*(Insert amount)*
  
- .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.)*

To be determined on individual projects as assigned and incorporated in a Project Authorization exhibit to this Agreement.

1. Program, Multiple Preliminary Design, Measured Drawings, Existing Facilities Surveys and Site Evaluation and Planning: service fees shall be billed hourly using hourly billing rates or on mutually agreed upon stipulated sum once the scope is finalized.
2. Civil Engineering: engineering services are under a separate contract with the Owner.
3. Landscape Design: service fees shall be based on mutually agreed upon stipulated sum once the scope is finalized.
4. Value Analysis, Detailed Cost Estimating and On-site Project Representation: service fees shall be billed hourly using hourly billing rates.
5. Conformed Construction Documents, As-Designed Record Drawings and As-Constructed Record Documents: service fees shall be billed hourly using hourly billing rates or based on mutability agreed upon stipulated sum.
6. Telecommunications/Data Design and Security Evaluation and Planning: service fees shall be billed hourly using hourly billing rates or based on mutability agreed upon stipulated sum or percentage of the Cost of the Work.
7. Facility Support Services 7 Coordination of Owner's Consultants (excluding Civil Engineer): service fees shall be billed hourly using hourly billing rates or based on mutually agreed upon stipulated sum.

8. Commissioning, Extensive Environmentally Responsible and LEED® Certification: service fees shall be billed hourly using hourly billing rates or based on mutually agreed upon stipulated sum.
9. Fast-track Design Services: service fees shall be billed hourly using hourly billing rates or based on mutually agreed upon stipulated sum.
10. Furniture, Furnishings & Equipment Design: service fees shall be billed hourly using hourly billing rates or based on mutually agreed upon stipulated sum or percentage of the Cost of the Work.
11. Alternates: service fees for Alternates shall be either a percentage of the Cost of the Work, billed hourly using hourly billing rates and/or based on mutually agreed upon stipulated sum determined by the complexity of alternate.
12. Called Inspections: service fees for Called Inspections shall be billed hourly using hourly billing rates.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

To be determined on individual projects as assigned and incorporated in a Project Authorization exhibit to this Agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect one and one tenth (1.1):  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

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

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty-seven	percent (	37	%)
Procurement Phase	three	percent (	3	%)
Construction Phase	twenty-five	percent (	25	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 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 periodically in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached Exhibit – FGM Hourly Rate Schedule, included with Project Authorization.

**Employee or Category**

**Rate (\$0.00)**

Init.



## § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants one and one-tenth (1.1) of the expenses incurred.

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

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

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) 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.)*

In accordance with the Local Government prompt Payment Act if applicable, or if not applicable, one percent per month.

§ 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 the Owner and Architect have reviewed the risks, rewards and benefits of the Project to each and the Architect's total compensation for services. The Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any and all claims, damages, losses and expenses of any kind and nature, whether in tort, contract or otherwise, arising out of this Agreement or the services provided by the Architect shall not exceed the total amount of fees received by Architect

§ 12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

§ 12.3 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Owner and the Architect at the following addresses:

Architect:  
FGM Architects Inc.  
475 Regency Park, Suite 325  
O'Fallon, IL 62269

Owner:  
City of Highland  
1115 Broadway / P.O. Box 218  
Highland, IL 62249

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed:

*(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 E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 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.)*

Exhibit A – Project Authorization No. 1 to AIA Document B101-2017, Standard Form of Agreement between Owner and Architect, Date of this Agreement  
Exhibit A.1 – FGM Hourly Rate Schedule for Project Authorization No. 1

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

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

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

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

Timothy E. Kwiatkowski, AIA  
Principal/Managing Director

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

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

Joshua N. Mandell, AIA, NCARB, LEED AP BD+C  
Principal



# HIGHLAND

PARKS & RECREATION... The *FUN* Theory!

To: City Manager, Mark Latham  
From: Mark Rosen, Director of Parks & Recreation  
Date: March 2, 2020  
Subject: Pool Design Contract - FGM

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### Recommendation

I am recommending city council approval for the Architectural Services Contract and Feasibility Study with FGM Architects in order to begin the planning process for constructing a new Outdoor Pool.

### Discussion

As outlined in the Outdoor Pool audit by FGM this past fall, the current pool has major obstacles to address. Following are key items that FGM's services will provide:

- Feasibility Study
  - Public Input
  - Location
- Assess Design, Engineering and Construction
- Permitting – Illinois Dept. of Public Health/State Permit Process
- Bid and Letting of Contract for Construction
- In-service Training of New Facility

### Fiscal Impact

The total cost for FGM to complete these tasks that will take us from gathering public input to training of personnel is \$39,620.00

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Recommended By: Mark Rosen, Director of Parks & Recreation

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Approved By: Mark Latham, City Manager

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
PROJECT AUTHORIZATION NUMBER ONE  
WITH FGM ARCHITECTS, INC.,  
FEASIBILITY AND PLANNING FOR A NEW OUTDOOR AQUATIC CENTER**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined the existing outdoor pool needs to be replaced with a new outdoor pool to better serve the needs of City residents; and

WHEREAS, City has consulted with FGM Architects, Inc. (hereinafter “FGM”), an architectural design and engineering firm, to assess the design, engineering and construction of the new City outdoor pool (hereinafter “Project”); and

WHEREAS, FGM has proposed Project Authorization Number One, Feasibility and Planning for a New Outdoor Aquatic Facility, (attached hereto as **Exhibit A**) for the Project; and

WHEREAS, FGM has proposed Project Authorization Number One, Feasibility and Planning for a New Outdoor Aquatic Facility, for approximately \$39,620.00 (**Exhibit A**); and

WHEREAS, City finds that the terms of Project Authorization Number One, Feasibility and Planning for a New Outdoor Aquatic Facility (**Exhibit A**) are fair and reasonable, and City finds the FGM Proposal (**Exhibit A**) should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve Project Authorization Number One, Feasibility and Planning for a New Outdoor Aquatic Facility (**Exhibit A**); and

WHEREAS, City finds that the City Manager and /or Mayor should be authorized and directed, on behalf of City, to execute Project Authorization Number One, Feasibility and Planning for a New Outdoor Aquatic Facility (**Exhibit A**).

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Highland as follows:

*Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

*Section 2.* Project Authorization Number One, Feasibility and Planning for a New Outdoor Aquatic Facility (**Exhibit A**), is approved.

*Section 3.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date Project Authorization Number One, Feasibility and Planning for a New Outdoor Aquatic Facility (**Exhibit A**).

*Section 4.* This Resolution shall be known as Resolution No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2020, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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Joseph R. Michaelis, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

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Barbara Bellm, City Clerk  
City of Highland  
Madison County, Illinois

**Project Authorization #1 to AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect March 02, 2020**

Between the Owner: **City of Highland**  
**For the Department of Parks and Recreation**  
1115 Broadway / P.O. Box 218  
Highland, Illinois 62249

And the Architect: **FGM Architects Inc.**  
475 Regency Park, Suite 325  
O'Fallon, Illinois 62269

Project: **Feasibility Study and Planning for a New Outdoor Aquatic Facility**

FGM Project Number: **20-2897.01**

Date of Amendment: March 02, 2020 **Revised nA**

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This Document modifies and amends the AIA® Document B101™ - 2017, Standard Form of Agreement between Owner and Architect dated February 21, 2020 as follows below, and is for this particular Project / Phase only.

**ARTICLE 1 INITIAL INFORMATION**

**1.1** This Agreement is based on the Initial Information set forth in this Article 1. The overarching objective of this Phase shall be for the City of Highland (City) and the Highland Department of Parks and Recreation (Department) to engage FGM Architects and team to facilitate a Feasibility Study for a new outdoor aquatic facility, to be based on City's desired features and amenities, available sites and best potential benefit to the community, forecasted capital needs, projected expenses and revenues, and in order to maintain or enhance the value and quality of the services delivered through the Department's mission to its constituents.

**1.1.1 The Owner's program for the Project:**

City previously engaged FGM to perform an audit of the existing outdoor aquatic facility in Lindendale Park; the conclusion reached after thorough examination and considerations of cost vs. benefit was that City's existing pool is obsolete and challenged in many significant ways, and that City would be wise to consider a new facility. Intended to replace its current pool, City has identified three (3) potential sites for consideration and evaluation during the feasibility phase. Benefits of a new site would include a larger amount of ground to accommodate more aquatic programming and parking than the current site allows, avoidance of accessibility deficiencies posed by the Lindendale Park site, and the ability to construct new pool while existing pool stays in service, thereby eliminating loss of access by the community.

**Project Authorization No. 1 to AIA® Document B101™ - 2017**

**Date of Authorization:** March 02, 2020 **Revised nA**

**Page 2**

It is understood that the City has allocated some budget for the proposed new outdoor aquatic facility project, and may also consider a splash pad / spray ground to be constructed on the existing pool site as part of a subsequent phase of design and construction. City has also expressed its intent to fund the expense of new aquatic facilities through perpetuation of the bonds originally utilized to pay for the Korte Rec Center.

Scope of feasibility study for proposed new aquatic facilities shall include the identification of and meetings with Project stakeholders (Steering Committee), review and analysis of Owner-provided operational data and budget, documentation of an overall schedule for implementation, generation of a tabular Program of Space Needs and desired amenities / features, guidance on building standards (including systems, materials, and details to be used per site throughout), exploration of potential sustainable design initiatives to be considered on some / all project sites (if desired), comparison, evaluation and recommendation of the most beneficial site for new construction, generation and development of an Opinion of Probable Cost (to include construction of new facilities, site improvements, estimated land acquisition costs, and other fees and expenses as may be identified by City), generation and development of plan adjacency diagrams, site diagrams, and concepts for exterior massing / architecture per site / facility.

Using the Program of Space Needs and Owner's budget for a new aquatic facility and referencing the discussions and desires communicated by the Steering Committee, test-fit plans will be generated for each proposed new building sites – there will be one (1) test-fit per potential site, for a total of three (3) test-fits. The intent with these test-fits will be to verify all program will be able to be accommodated per site. Site analysis will then be performed to determine and list advantages and deficiencies of each site, and make a comparative review and recommendation to City as to which site would be the most advantageous for location of the new aquatic facility. Site review will also be conducted to identify zoning and code requirements per local Authorities Having Jurisdiction (AHJs) and Utility Providers, and to document infrastructure available / required.

Land Surveys and / or other land condition assessments – if performed by Owner's other consultants and available during this phase – shall be incorporated into the above study and comparison of sites by the Architect.

Once the Owner has indicated their preference for which site is desired to serve as the location for the proposed new aquatic facility, Conceptual plans and site layouts shall be developed, with a minimum one (1) / maximum three (3) concept plans generated, to be paired with an Opinion of Probable Cost for each.

All test-fit, concept, and cost estimating materials shall then be compiled into a deliverable and presented to Steering Committee, as well as (at City's prerogative) the Community at Large. They will also used to inform subsequent phases of design, documentation, and procurement of



construction, as well as to guide land acquisition and equipment / systems procurement.

**1.1.2 The Project's physical characteristics:**

Existing facilities are located as follows (not all necessarily to be studied):

The City of Highland currently operates an outdoor community pool at Lindendale Park, 2123 Park Street. Initially, City has stated that it would desire to consider relocating a replacement / new aquatic facility to another site, potentially adjacent to the existing Korte Recreation Center at 1 Nagel Drive (two (2) potential sites at this location, and / or at a roughly five (5) acre undeveloped site near a proposed Public Safety facility (not yet existing), south of Troxler Avenue and near the intersection of Troxler with IL-40 / 163.

**1.1.3 The Owner's budget for the Cost of the Work, as defined in Article 6:**

Amount of Owner's overall budget for the Total Project Cost, including construction, contingencies and soft costs but excluding land acquisition is approximately **Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00)**. This number is to be verified.

*Note: it is not clear whether an escalation factor for construction costs was included in this approximate budget for one (1) year of projected design and permitting through IDPH. The Opinion of Probable Cost for the new aquatic facility will account for anticipated, typical annual construction cost escalations based on the projected start of work in Q2 of 2021.*

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

The Owner's anticipated dates for commencement of the Work are set forth below. Upon authorization from the Owner to proceed, in general the following schedule will be followed:

**.1 Feasibility Study** Three (3) months

*Note: we have accounted for meetings with the Steering Committee and some Owner review time to process recommendations and provide disposition.*

*Note: the calendar which follows below is for completion of latter Phases of work / implementation of the design, documentation and construction, and will be further delineated in subsequent Project Authorizations.*

**.2 Construction Documents - INTERMEDIATE** End October 2020

**.3 Submittal to IDPH / State Permit Process** November 2020

**.4 Construction Documents - FINAL** By / before end February 2021

**.5 Bid and Let Contract for Construction** By / before end April 2021

- .6 Construction By / before end April 2022
- .7 New Facility in-Service Summer 2022

**1.1.5 The Owner intends the following procurement or delivery method for the Project:**

Not applicable at this time.

*Note: we have assumed that the Owner will proceed with a Design-Bid-Build procurement, and a single Prime Contract with a Constructor to build the work. We will confirm this procurement and delivery method with the Owner during meetings with the Steering Committee and the Feasibility Study.*

**1.1.6 The Owner's anticipated Sustainable Objective for the Project:**

For the purpose of the Feasibility Study, and if so directed, the Architect will assist the Owner in evaluating and considering sustainable construction initiatives, and will make recommendations to the Owner on the anticipated Return on Investment (ROI), first-cost and life-cycle costs of certain sustainable construction initiatives, as well as optional programs which track and certify sustainable construction (e.g. USGBC LEED).

**1.1.7 Other Project Requirements or Information:**

Not Applicable.

**1.1.8 Additional Owner identified Project representatives per Section 5.3:**

**.1 Owner Contact:**

Mr. Mark Rosen, CPRP – Director of Parks and Recreation  
City of Highland  
P.O. Box 218 / 1 Nagel Drive  
Highland, Illinois 62249  
(618) 651-8899 telephone

Additional Owner representatives to be determined.

**1.1.9 If appropriate, the Owner will retain the following Consultants / Contractors at the Owner's expense:**

- .1 Land Survey
- .2 Reserved
- .3 Geotechnical Engineer
- .4 Environmental Consultants
- .5 Natural Resource Consultants
- .6 Historical Archaeologists
- .7 Traffic Consultant
- .8 Third-Party Cost Estimator (if in addition to Architect's Cost Estimating)

**1.1.10 Additional Architect identified Project representatives per Section 2.3:**

**.1 Architect Contact:**

*To Be Determined*

**1.1.11 If appropriate, the Architect shall retain the Consultants identified below at the Architect's expense:**

**.1 Consultants to be retained under Basic Services:**

**.1 Aquatic Consultant**

**.2 Consultants to be retained and / or services to be performed by the Architect under Supplemental Services:**

**.1 Civil Engineer (preliminary / conceptual)**

**.2 Landscape Architect (preliminary / conceptual)**

**.3 Cost Estimator (Opinion of Probable Cost)**

**.4 Coordination with Owner's consultants**

**.5 Specialized studies to obtain certification of sustainable design by U.S. Green Building Council (LEED), Green Globes, or similar organizations (preliminary / conceptual)**

**.6 Reserved**

**.7 Reserved**

**.8 Reserved**

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

The below related documents are hereby incorporated by reference only, and are not explicitly included herewith:

**.1 Existing Aquatic Facility Audit entitled 'Highland Community Pool Facility Evaluation, dated 18 November 2019.**

**.2 Reserved**

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**4.1.1 Supplemental Services to Be Provided, if indicated below:**

**.1 Needs Analysis and Preliminary Design Program**

**i.** Identify Owner's stakeholders group as Steering Committee, to include Parks and Recreation Staff, and designated community groups and / or individuals to be principally involved in the Project.

**ii.** Develop a milestone schedule for delivery of the Project, to address feasibility study phases, presentations and summary deliverable.

**iii.** Conduct research and compile demographic information necessary to appropriately evaluate the proposed facility, including population, age distribution, income, weather analysis and economic considerations that could affect the New Pool Facility's viability.

**iv.** Meet with Steering Committee groups as first of two (2) design

- workshops, in order to analyze needs and determine objectives.
- v. Prepare and submit outline of a Program of Space Needs and a list of amenities and features for the proposed aquatic facility describing the pool size, shape and support spaces based on preliminary discussions and meeting(s) noted above.
  - vi. Based on the first meeting and City's review of the Program, develop with the City and Design Team a Preliminary Design Program for the facility with recommendations on the size and shape of the pool(s) as well as architectural and engineering features of the facility and support spaces.

## **.2 Conceptual Plan**

- i. With Preliminary Design Program in mind, the Design Team will review up to three (3) potential outdoor pool facility sites (not to include the existing Lindendale Park site), and provide comparative analysis and assessment of pros and cons for consideration by the Owner.
- ii. One Test-Fit diagram and list of advantages and disadvantages per potential new site shall be developed and presented to the City for consideration. Design Team will provide a recommendation to the Owner as to which site represents the most advantageous option for location of the proposed new aquatic facility.
- iii. Based on the agreed upon Program of Space Needs, and with a preferred site to be identified by the Owner after the prior step, the Design Team will prepare three (3) Conceptual Plans for the new pool facility taking into account budget considerations. The purpose of the Conceptual Plan will be to illustrate how to organize the spaces in a functional arrangement and to confirm that the facility footprint will contain the areas proposed in the Preliminary Design Program.
- iv. The Design Team will meet with Steering Committee to present a 'first draft review' of the conceptual design(s) of the proposed new pool facility. Revisions will be completed prior to the proposed second of two total design workshops.
- v. The Design Team will meet with the of the Steering Committee to facilitate a design workshop. Preliminary concepts and program features of the proposed new pool facility will be reviewed and confirmed. A separate public meeting may or may not be held as a part of this visit, as may be directed by the City.
- vi. Following the second of two total design workshops and the potential separate public meeting, the Design Team will make revisions to the selected Conceptual Plan, if necessary, and deliver it to the City.

## **.3 Cost Analysis**

- i. The Design Team will prepare an Opinion of Probable Construction Cost for the facility(s). Recent project bid figures of similar projects will be used as well as national estimating guides and local cost adjustment factors. The hard construction cost figures will be supplemented by a development cost factor, which will include such

'soft' costs as professional fees, survey, geotechnical report, document reproduction, advertisement for bids and all anticipated expenses related to the administration of the project. The sum of these cost figures will be the Estimated Total Project Budget, such that the Owner will have a comprehensive overview of potential implementation costs before making an informed decision about the **New Pool Facility**.

- ii. The Design Team will prepare a Feasibility Study and will develop an opinion of operations protocol for the proposed project. The following will be researched and analyzed:
  - (a) Operational data including attendance levels and trends, per capita expenditures, revenue, operating expenses, net operating income and net income after capital costs for each operational model.
  - (b) Proposed marketing strategies, pricing policies and sponsorship efforts.
  - (c) A review of aquatic facilities in the Highland area that could impact the operational model for the aquatic center.
  - (d) Projections of design level attendance figures and required capacity requirements.
  - (e) Projections of facility operational expenses including, personnel, chemical demand, operating supplies, maintenance and repair, utility demand, marketing, food and beverage and retail.
  - (f) Projections of financial performance for the aquatic center for three different options, including programming and operational recommendations to reach various levels of revenue and cost recovery expectations.

#### **.4 Summary and Presentation**

- i. The Design Team will make a summary presentation to the City Council and / or the public-at-large, outlining the methods and results of the study.

If not listed and stipulated in 4.1.1, Supplemental Service shall not be included.

Extension of the Architect's services beyond six (6) months shall be compensated as Additional Services.

**4.2.3** 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:

- .2** Not applicable / no construction meetings required

**ARTICLE 11 COMPENSATION**

- 11.1** For the Architect's Basic Services designated in Article 3, the Owner shall compensate the Architect as follows: **a Stipulated Sum of \$39,620.00 (thirty-nine thousand six hundred twenty dollars and no cents).**
- 11.2** For the Architect's Supplemental Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
- 11.2.1** Programming, Surveys and Site Evaluations: Included within 11.1
  - 11.2.2** Civil Engineering: Included within 11.1
  - 11.2.3** Landscape Design: included within 11.1
  - 11.2.4** Cost Estimating: Included within 11.1
  - 11.2.5** Conformed Construction Documents: Not applicable.
  - 11.2.6** Telecommunications / Data Design and Security Evaluation and Planning: Not Applicable.
  - 11.2.7** Coordination with Owner's Consultants: As applicable, Included within 11.1
  - 11.2.8** Commissioning and Sustainable / LEED Consultation: Not applicable.
  - 11.2.9** Fast Track Design Services, Multiple Bid Packages: Not applicable.
  - 11.2.10** Interior Design, and Furniture, Furnishings and Equipment (FFE) Consultation:
    - .1** Interior Design: Included within 11.1
    - .2** FFE Consultation: Included within 11.1
- Note: the Feasibility Study phase shall only touch on these items conceptually / for budgeting purposes. More resolved and finite design shall be accomplished as part of a subsequent phase.*
- 11.2.11** Alternates: Not Applicable.
  - 11.2.12** Called Inspections: Not Applicable.
- 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: a negotiated fee based on the additional services.
- 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one-tenth (1.1).
- 11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted periodically in accordance with the Architect's and Architect's consultants' normal review practices. See attached Exhibit 'B' – FGM Hourly Rate Schedule Dated November 1, 2019, adjusted annually.
- 11.8.3** FGM shall propose reimbursable expenses (as enumerated in 11.8.1) to be compensated by the Owner at a 1.1 multiplier and on an as-expended, as-invoiced basis, up to a limit of **\$1,850 (one thousand eight hundred fifty dollars and no cents)**. *We will not exceed this limit for reimbursable expenses without prior, written authorization from the Owner.*

**Project Authorization No. 1 to AIA® Document B101™ - 2017**

**Date of Authorization:** March 02, 2020 **Revised nA**

**Page 9**

**Owner**

City of Highland  
1115 Broadway / P.O. Box 218  
Highland, Illinois 62249

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

Print

Name: \_\_\_\_\_

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

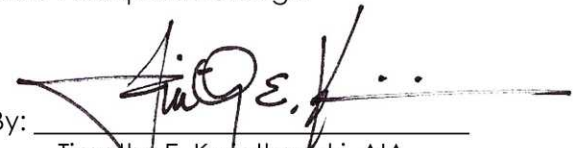
**Architect**

FGM Architects Inc.  
475 Regency Park, Suite 325  
O'Fallon, Illinois 62269

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

Joshua N. Mandell

Title: Principal-in-Charge

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

Timothy E. Kwiatkowski, AIA

Title: Managing Director

**Exhibit A.1**

**DESIGN TEAM HOURLY RATE TABLE**

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

**FGM Architects Inc.**

Arch IV	\$195.00
Arch III	150.00
Arch II	120.00
Arch I	90.00
Intern	65.00
Interior Designer IV	\$185.00
Interior Designer III	145.00
Interior Designer II	120.00
Interior Designer I	85.00
Landscape Architect	\$160.00
Project Administrator III	110.00
Project Administrator II	85.00
Project Administrator I	75.00
Principal	\$250.00

*\*Hourly rates for FGM are subject to adjustment on 01 November each year.*

**Counsilman-Hunsaker Operations, LLC.**

Principal	\$220
Director	200
Project Manager	175
Project Engineer/ Architect	150
Design Associate	125
Administrative	70
Site Visit	\$1,500.00 / day plus expenses



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROPOSAL FOR CIVIL DESIGN ENGINEERING SERVICES WITH CURRY & ASSOCIATES ENGINEERS, INC. FOR THE PUBLIC SAFETY BUILDING**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled

WHEREAS, City has determined the City Police Station needs to be replaced with a new Public Safety Building (“Project”); and

WHEREAS, City has determined that building a new Public Safety Building would benefit the health, safety, general welfare, and economic welfare of City residents; and

WHEREAS, City has consulted with Curry & Associates Engineers, Inc. (hereinafter “Curry”), an engineering firm, to assess the civil design engineering needs for the Project; and

WHEREAS, Curry has prepared a Preliminary Engineering Services Proposal for City regarding civil design engineering services for the Project, including:

Preliminary Phase

Preliminary Meeting, Project Review, Proposal Preparation \$1,000.

Design Phase

Design Topographic Survey (Site Survey) (By others, cost not included) \$0.

General Site and Civil Information \$5,000

Permitting: Obtain permits from the following agencies — IEPA NPDES storm water pollution prevention, IDNR consultation for endangered species and wetlands, IHPA consultation for historic properties \$3,000.

(NOT INCLUDING PERMIT FEES)

Erosion Prevention and Sediment Control Plan (NOI and SWPPP) \$2,000.

Site Improvement and Layout Plan \$3,000.

Site Grading, Drainage Plan + Calculations for Submittal to City \$5,000.

(3) Meetings with Owner and Architect (4 hour meetings including drive time) \$2,000.

Site Utility Plan & Coordination with City — Water, Sanitary Sewer, Storm Sewer \$3,000.

Total — Design Phase \$24,000.

Construction Phase

Final Detail Plan Sheets including site erosion prevention and sediment control details, site paving details, ADA accessibility details, site utility details, and miscellaneous details including fences, gates, signs, etc, including minor design revisions that occur during final design prior to construction \$8,000.

Shop Drawing Review and Documentation \$4,500.

(2) Site Meetings during Construction (4 hour meetings including drive time) \$1,500.

As-Built Drawing Preparation \$3,000.

Total — Construction Phase \$17,000.

**TOTAL CIVIL DESIGN ENGINEERING \$41,000.**

(hereinafter “Curry Proposal,” attached hereto as **Exhibit A**); and

WHEREAS, Curry has agreed to furnish the above engineering services for \$41,000.00 (**Exhibit A**); and

WHEREAS, City finds that the terms of the Curry Proposal (**Exhibit A**) are fair and reasonable, and City finds the Curry Proposal (**Exhibit A**) should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the Curry Proposal (**Exhibit A**); and

WHEREAS, City finds that the City Manager should be authorized and directed, on behalf of City, to execute the Curry Proposal (**Exhibit A**).

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Highland as follows:

*Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

*Section 2.* The Civil Design Engineering Services Proposal (**Exhibit A**) for the Project is approved.

*Section 3.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date the Civil Design Engineering Services Proposal (**Exhibit A**) for the Project.

*Section 4.* This Resolution shall be known as Resolution No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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Joseph R. Michaelis, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

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Barbara Bellm, City Clerk  
City of Highland  
Madison County, Illinois



January 31, 2020

(Proposal File)

Mark Latham, City Manager  
City of Highland  
1115 Broadway  
Highland, IL 62249

**RE: New Public Safety Facility  
City of Highland, Madison County, IL  
Proposal for Civil Engineering Services**

Dear Mr. Latham:

Curry & Associates Engineers, Inc. (C&A) appreciates the opportunity to provide the City of Highland (Owner) a proposal for civil engineering services for the new Public Safety Facility, City of Highland, Madison County, IL.

**Scope of Services:**

**Preliminary Civil Engineering** – C&A has provided preliminary engineering services including attendance of a preliminary meeting to review the scope of the project and a brief site visit as needed to gather information required for submittal of a proposal for this project.

**Design Topographic Site Survey** – It is C&A's understanding that the Owner will employ the services of a local surveying company to provide the topographic survey of the proposed site. C&A will not accept responsibility for accuracy of survey information provided by outside surveying firm.

**General Site and Civil Information** – C&A will prepare AutoCad drawings of the proposed construction site using survey information provided to us by the surveyors. It is assumed that the surveyors will provide a “.csv” file of all points collected along with a basic topographic drawing in AutoCad release 2013 or later, “.dwg” format. C&A will use that information to prepare a detailed topographic site drawing which will include all existing land features, existing utilities and existing ground contours.

**Erosion Prevention and Sediment Control Plan** – C&A will prepare an Erosion Prevention and Sediment Control Plan drawing which will include best management practices for temporary and permanent erosion and sediment controls at the site. Temporary controls will include erosion and sediment controls during construction such as silt fence, inlet protection, stabilized construction entrance, etc. Permanent controls will include design of a storm water detention basin, storm water collection, seeding, riprap, etc. C&A will also prepare the Storm Water Pollution Prevention Plan for the site along with the Notice of Intent and submit to IEPA for the NPDES permit for Construction Storm Water Control. It is assumed that the Owner or Architect will cover the cost of the NPDES Storm Water Construction Permit Fee.

**Site Improvement and Layout Plan** – C&A will provide Civil Engineering Design services which will include proposed site improvements based on a preliminary layout to be provided by the Architect, preparation of engineering specifications for the civil design elements, and preparation of cost estimates for the civil design elements. C&A will anticipate preparing preliminary plans for review, and modifying the plans to accommodate ongoing design changes. Once the Preliminary Plans are approved, final design plans, complete with construction details will be provided.

**Site Grading and Drainage Plan** – C&A will provide design and layout of site grading and drainage improvements based on a preliminary layout to be provided by the Architect, preparation of engineering specifications for the grading and drainage elements, and preparation of cost estimates for these elements. C&A will anticipate preparing preliminary plans for review, and modifying the plans to accommodate ongoing design changes. Once the Preliminary Plans are approved, final design plans, complete with construction details will be provided.

**Site Utility Plan** – It is assumed that the Owner will take the lead on any required utility relocations or abandonments with the City and the utility providers. It is assumed that Architect and C&A will receive information from the Owner and incorporate and update drawings in accordance with final utility relocations.

C&A will provide design and layout of site utility (potable water & sewer) improvements based on a preliminary layout to be provided by the Architect, preparation of engineering specifications for the utility elements, and preparation of cost estimates for these elements. It is known that potable water and sanitary sewer utilities will be required at the site for the new facility. It is assumed that electrical and gas utilities, and HVAC system utilities will be handled by a mechanical engineering firm. C&A will anticipate preparing preliminary plans for review, and modifying the plans to accommodate ongoing design changes. Once the Preliminary Plans are approved, final design plans, complete with construction details will be provided.

**Final Detail Sheets** – After the Preliminary Design Plans are approved and all necessary design changes have been finalized, C&A will provide final design plans complete with construction details, and minor site plan changes.

**Permitting Process** – C&A will prepare drawings, exhibits, consultation letters, etc. as required to obtain permits for construction of the site improvements. Consultation with the Illinois Department of Natural Resources for endangered species and wetlands review will be provided via the EcoCAT tool online. Consultation with the Illinois Historic Preservation Agency for historic properties review will also be provided. It is anticipated that the required permits will be as follows: Illinois Environmental Protection Agency (IEPA) NPDES permit for erosion and sediment control during construction & City of Highland permits.

**Reviews and Meetings** – C&A will anticipate attendance of three design review meetings and two site meetings during construction. C&A will also provide review and documentation of shop drawings pertaining to civil design elements designed by C&A, and will also prepare as-built drawings for the civil drawings prepared by C&A.

**Construction Observation** – C&A anticipates that the Owner or Architect will provide all necessary construction observation for this project. C&A will provide any construction observation services on a time and material basis if requested by the Owner or Architect.

The above referenced services will be provided in accordance with our normal hourly billing rates up to the maximum fees listed below. If any of these services can be performed below the stated maximum fees, all costs will be passed back to the Owner.

**Engineering fees are as follows:**

**Preliminary Phase**

Preliminary Meeting, Project Review, Proposal Preparation \$1,000.

**Design Phase**

Design Topographic Survey (Site Survey) (By others, cost not included) \$0.

General Site and Civil Information \$5,000

Permitting: Obtain permits from the following agencies – IEPA NPDES storm water pollution prevention, IDNR consultation for endangered species and wetlands, IHPA consultation for historic properties \$3,000.

(NOT INCLUDING PERMIT FEES)

Erosion Prevention and Sediment Control Plan (NOI and SWPPP) \$2,000.

Site Improvement and Layout Plan \$3,000.

Site Grading, Drainage Plan + Calculations for Submittal to City \$5,000.

(3) Meetings with Owner and Architect (4 hour meetings including drive time) \$2,000.

Site Utility Plan & Coordination with City – Water, Sanitary Sewer, Storm Sewer \$3,000.

Total – Design Phase \$24,000.

**Construction Phase**

Final Detail Plan Sheets including site erosion prevention and sediment control details, site paving details, ADA accessibility details, site utility details, and miscellaneous details including fences, gates, signs, etc, including minor design revisions that occur during final design prior to construction \$8,000.

Shop Drawing Review and Documentation \$4,500.

Attend (2) Site Meetings during Construction (4 hour meetings including drive time) \$1,500.

As-Built Drawing Preparation \$3,000.

Total – Construction Phase \$17,000.

**TOTAL CIVIL DESIGN ENGINEERING \$41,000.**

We trust that this proposal is responsive to the anticipated project needs for civil design and construction engineering. If after reviewing this proposal you feel that we need to modify this proposal, or provide further clarifications, we would be happy to work with Owner to address as requested.

If you have any questions, please do not hesitate to contact us.

Very truly yours,  
CURRY & ASSOCIATES ENGINEERS, INC.



Michael R. Brandt, P.E.  
Project Engineer

cc: Joe Gillespie, Director of Public Works  
Matt Loyet, Loyet Architects  
proposal file





# City of Highland Police Department

Christopher J. Conrad, Chief of Police

**To:** Honorable Mayor Michaelis, City Council and City Manager Latham  
**From:** Chief Conrad, Public Safety Director  
**Date:** February 27, 2020  
**Re:** Recommendation for Civil Engineer for the Public Safety Building Project

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Attached is a proposal sheet from Curry and Associates Engineers that provides an ala carte menu of services pertaining to the design and construction of the proposed public safety building project. It is my recommendation that the City of Highland engage the services of Curry and Associates as subcontractors of the City to assist us in the design and construction of the proposed public safety building.

## **Discussion:**

When the proposed public safety building project restarted in earnest in 2017 and the City engaged the services of Loyet Architects for the project, the City brought to Loyet an engineer firm that had previously provided work for both the City and St. Joseph's Hospital on the property in question. After the first design and bid attempt on the Public Safety Building we felt the civil engineering costs was an unusually large percentage of the overall project.

As the budget for this project was adjusted based upon first-year receipts, we searched for every cost savings measure possible in the redesign. We asked Loyet Architects to conduct reviews and interviews with alternative engineering firms to make sure we were responsibly spending our tax dollars on this project. We utilized our Public Works Director and in-house engineer to sit in on those reviews and interviews and help evaluate the proposals and provide input on this recommendation.

In our collective opinion, with the changes being made in the building design, Curry and Associates offer the City the best value in the civil engineering redesign of this project. We further recommend that rather than the engineering firm be hired as a sub-contractor to the architect, they be hired as a direct sub-contractor of the City so that our Public Works Director and in-house engineer may better supervise and critique the proposals and suggestions made by the engineers.

## **Recommendation:**

Based upon their past work history with the City of Highland and their proposal for the Public Safety Project, we recommend engaging Curry and Associates as the civil engineers for the PSB redesign at a cost not to exceed the proposed amount.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND  
APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT  
WITH FIDELITY CABLEVISION, LLC  
FOR MINERVA LICENSES AND TECHNICAL SUPPORT  
AS A SOLE SOURCE PURCHASE**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, the City Director of Technology and Innovation has informed City Council that City has been very satisfied with the Minerva Licenses and past technical support from Fidelity Cablevision, LLC (“Fidelity”) for City of Highland, an Illinois Municipal Corporation d/b/a Highland Communication Services (“HCS”); and

WHEREAS, the City Director of Technology and Innovation has informed City Council that City should waive competitive bidding requirements and approve a contract between Fidelity and HCS for Minerva Licenses and technical support for the following reasons:

1. Fidelity provides consulting services as part of their support contract. As with consulting for finances and legal support, HCS has established a relationship with Fidelity consultants who are experts in this field;
2. Fidelity has moved their TV product from linear TV distribution to the same over-the-top solution (MobiTV) as HCS. Fidelity’s technical expertise in this arena adds unquantifiable value given they are well aware of our current platform and our future platform. In addition Fidelity is both an expert in the field and not a competitor, which is a partner HCS cannot do without at this critical juncture for future programming;

3. Fidelity is a distributor for Minerva licenses and support. These licenses are required for HCS to provide television services. While there other options to purchase Minerva licenses, the price per license is non-negotiable;
4. Located approximately two (2) hours from City, Fidelity is geographically closer than any potential providers. Fidelity's location provides City and HCS the opportunity to have face-to-face meetings and receive hands-on-training;

and

WHEREAS, Fidelity has provided a proposed contract for Minerva Licenses and technical support for HCS consisting of:

1. Fidelity Cablevision, LLC Maintenance and Support Addendum;
2. Attachment "A" Fidelity Cablevision, LLC Service Form

(hereinafter "Agreement" and attached hereto as **Exhibit A**); and

WHEREAS, the Agreement states Fidelity will provide Minerva Licenses and technical support to HCS for \$37,973.48 (*See Exhibit A*); and

WHEREAS, City Council finds that the Agreement between HCS and Fidelity for \$37,973.48 (*See Exhibit A*), should be approved; and

WHEREAS, City Council deems it to be in the best interests of City to waive the competitive-bidding requirement that would otherwise apply and to enter the Agreement between HCS and Fidelity for \$37,973.48 (*See Exhibit A*), as a sole source purchase; and

WHEREAS, the City Council also finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to waive the competitive-bidding requirement that would otherwise apply and to enter the Agreement between HCS and Fidelity for \$37,973.48 (*See Exhibit A*), as a sole source purchase.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Highland as follows:

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2.* The Agreement between HCS and Fidelity (*See Exhibit A*), as a sole source purchase, and without the competitive bidding requirement otherwise required, is approved.
- Section 3.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date the Agreement (**Exhibit A**)

between HCS and Fidelity.

*Section 4.* This Resolution shall be known as Resolution No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2020, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Joseph R. Michaelis, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

Barbara Bellm, City Clerk  
City of Highland  
Madison County, Illinois

## Fidelity Cablevision, LLC Maintenance and Support Addendum

This Maintenance and Support Addendum (this "Addendum"), effective as of the 1st day of January, 2020 (the "Effective Date"), is made and entered into by and between **Fidelity Cablevision, LLC** ("Fidelity"), a Missouri corporation, and **Highland Communications** ("Customer"), a \_\_\_\_\_.

### Recitals

WHEREAS, Fidelity and Customer are parties to that certain Master Customer Agreement effective \_\_\_\_\_, 20\_\_\_\_ (the "Agreement");

WHEREAS, in connection with one or more Products purchased, leased and/or licensed by Customer under the Agreement, Customer desires to purchase maintenance and support services offered by Fidelity; and

WHEREAS Fidelity is willing to offer such maintenance and support services pursuant to the provisions of the Agreement and this Addendum.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### Agreement

**1. Scope of Support.** Fidelity shall provide maintenance and support services ("Support") to Customer for Equipment, Software and/or other Products for which Customer has placed an order for maintenance and support with Fidelity, and paid the applicable Support fees ("Covered Products"). All Support is provided under and in accordance with the provisions of the Agreement, this Addendum and the applicable Order. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

**2. Support Term.** Fidelity shall provide Support for the term indicated in the applicable Order. If no term is indicated, then Support is provided on an annual basis, and shall automatically renew year-to-year unless either party notifies the other party of non-renewal at least sixty (60) days prior to expiration of the then-current Support term, or otherwise terminated in accordance with the provisions of the Agreement. In certain cases, Fidelity may wrap Support for Covered Products on a common schedule, so that Support for all Covered Products runs and renews concurrently, in which case fees shall be prorated for any partial Support term fulfilled prior to adoption of such common schedule.

**3. Support Fees.** Support shall be billed at the pricing and in accordance with the payment terms set forth in the applicable Order. If no payment terms are specified, the following payment terms shall apply: (a) payment for first year's Support due in full with placement of Order; (b) payment for each subsequent year's Support due annually in advance of renewal; and (c) payment of all other amounts due as incurred. Fidelity reserves the right to amend its pricing for Support on an annual basis, and as otherwise necessary to reflect changes in OEM pricing. The fees and charges are exclusive of any travel, lodging, meal and other expenses incurred by Fidelity for on-site services. Customer agrees to reimburse Fidelity for any such expenses as reasonably incurred.

**4. Contacting Technical Support.** Customer may contact Fidelity by phone, email or trouble ticketing system for technical support, from Monday through Sunday 24 hours a day. Customer shall appoint up to three (3) employees competent in use and operation of the Covered Products to place all technical support queries.

Fidelity Helpdesk Phone: 1-877-508-3363

Fidelity Ticketing System: <http://support.fidelitysolutionsinc.com>

**5. Classification of Issues.** When submitting a support request, Customer should assign an initial severity based on the severity level classifications listed below and provide a detailed description of the issue or support request. The initial assignment of severity level may be raised or lowered by Fidelity, in its reasonable discretion, based on the information provided by Customer and/or subsequent diagnosis or remediation efforts, including the availability of a work-around pending final resolution.

Level	Description
1	A problem which renders the Covered Product or a major component thereof inoperative, and causes a significant and ongoing interruption to the customer's business activities.
2	A problem which materially degrades or disrupts the operation or use of the Covered Product or a major component thereof, but does not cause a significant and ongoing interruption to the customer's business activities.
3	A problem which causes the Covered Product not to function in accordance with the published specifications, but which causes only a minor impact on the customer's use of the Covered Product, or for which an acceptable work-around is readily available.
4	General questions, suggestions, and feedback pertaining to use and operation of the Covered Product, or requests for installation, training or other professional services outside the scope of support.

**6. Initial Response; Status Updates; Target Work-Around and Resolution.** Fidelity shall provide an initial response and ongoing status updates for support issues, and shall use commercially reasonable efforts to resolve support issues, within the target timeframes listed below.

Level	Initial Response	Status Updates	Target Work-Around	Target Resolution
1	1 hour	Every 4 hours or as agreed with Customer.	10 hours or as available by OEM.	2 days or as available by OEM.
2	4 hours	Daily or as agreed with Customer.	2 days or as available by OEM.	10 days or as available by OEM.
3	1 day	As necessary or upon request.	As available by OEM.	Next update or as available by OEM.
4	2 days	As necessary or upon request.		

Note 1: All support issue resolution is subject to Customer providing all information and assistance reasonably requested.

Note 2: Workaround and resolution timeframes listed in the chart above are target timeframes only, and will vary based on the type of support issue, level of Customer and OEM involvement required, development and testing required, and other factors.

**7. Tier 1 Support. Customer provided support to their own local customers (end users).** This would include the Customer to receive and acknowledge the first contact from their end user of a potential support issue.

**8. Tier 2 Support. Customer provided support of their own local operations (video headend).** This would include the Customer to take the initial troubleshooting steps to identify or resolve the support issue locally within their own network / video operations.

**9. Tier 3 Support. Fidelity provided support to Customer.** Where a support issue cannot be resolved by Customer at the Tier 1 or Tier 2 levels, Customer will submit a support request to Fidelity. Customer should assign an initial severity, and

provide a detailed description of the issue or support request. Fidelity will provide the Customer with a technically knowledgeable resource to help resolve the support issue, and respond to Customer within the targeted timeframes. Fidelity will work to resolve the support issue with Customer, and provide ongoing status updates using commercially reasonable efforts.

**10. Tier 4 Support. Fidelity provided support to Customer.** Where a support issue cannot be resolved at the Tier 1, Tier 2 or Tier 3 support levels, Fidelity shall escalate such support issue to the applicable OEM for Tier 4 Support. All Tier 4 Support is provided on the then-current terms offered by the OEM (including pursuant to any back-to-back arrangement with Fidelity).

**11. Escalation.** Fidelity will escalate support issues through its technical support channels as necessary to resolve support issues. In the event any support issues are not resolved to customer's reasonable satisfaction, upon the customer's reasonable request, Fidelity will arrange and participate in a senior executive-level phone conference between the companies.

**REMOTE ACCESS.** All support services are provided remotely. Certain support issues may require remote access to customer's systems to facilitate troubleshooting and problem resolution. Wherever possible, Fidelity will work with the customer to limit this access to view-only screen sharing. Fidelity shall comply with all remote access security requirements of customer that are communicated to it. Customer may refuse or limit remote access where customer believes that such access poses a security risk, in which case, the parties shall cooperate in good faith to enable support by alternative means. Fidelity shall not be liable for any delays in providing support resulting from the customer's delay or refusal to provide remote access.

**NOTIFICATION OF UPDATES.** Fidelity will notify customers under a current support plan via email when updates are released for the Software. Updates are available under the applicable license terms of Fidelity and its suppliers. Installation of updates is the customer's responsibility. As part of support, Fidelity offers troubleshooting for any issues encountered with installation.

**EXCLUSIONS.** Support does not include, and Fidelity shall have no responsibility for: (a) problems caused by misuse, neglect or abuse of the Software; (b) problems external to the Software, including but not limited to customer's network, firewall, systems, hardware, third party software, or data; (c) modifications to the Software not made by Fidelity; (d) set-up or configuration of network security, authentication, or encryption; or (e) back-up, replication, or recovery of files or data.

Any maintenance and support provided by an OEM (even if purchased through Fidelity) is subject to the applicable maintenance and support terms of the OEM.

Maintenance and Support covers the newest major release of the Covered Product, plus the prior major release for up to six (6) months after general availability of the new release, as installed on a system meeting the applicable system requirements for the Software.

**ADDITIONAL SERVICES.** Fidelity offers installation, training, customization, configuration, and other professional services for the Software upon request, and subject to availability. The scope for larger work requests will be detailed in a proposal, statement of work, or similar document for the customer's review. Smaller work requests may be performed by Fidelity based on email or other written authorization from the customer. Unless otherwise specified, additional services are performed on a time and materials basis at Fidelity's then-current hourly rates, billed on a monthly basis, and due net 30 days after the date of invoice.

## ATTACHMENT "A"- Fidelity Cablevision, LLC Service Form

Company Name:	City of Highland, an Illinois municipal corporation d/b/a Highland Communication Services / 323771
Work Order # :	5022016005
Contract Start / Stop Date:	January 1, 2020 / December 31, 2020
Contract Term:	12 Month

**Remote Technical Support (RTS)** includes: Tier 3/4 NOC Support, 24x7, Ticketing System & Hotline access, software updates, troubleshooting and issue resolution. Cost includes all associated 3rd party support & maintenance contracts unless otherwise specified. End of Life Equipment: FSI support covers the troubleshooting and issue identification of the customer's on-sight equipment but is not responsible for any issue resolution related to "end-of-life" or manufacturer "un-supported" equipment, software or hardware.

**Remote Technical Support Advanced (RTSA)** includes: Tier 3/4 NOC Support, 24x7, Ticketing System & Hotline access, software updates, troubleshooting and issue resolution. Advanced offers customers access to Fidelity Engineering that can provide resources for non-related support issues at no "per project" or extra cost. Examples include: IP network augments, new channel additions, basic IPTV engineering planning, etc. Cost includes all RTS related fee(s) plus an additional \$ 500 annual fee for the Advanced (RTSA) engineering service. End of Life Equipment: FSI support covers the troubleshooting and issue identification of the customer's on-sight equipment but is not responsible for any issue resolution related to "end-of-life" or manufacturer "un-supported" equipment, software or hardware.

*A checked "X" under either the RTS or RTSA area of this support form indicates annual support coverage for that associated Service Description. Not all Service Descriptions have an associated Annual Fee, but are still covered under this agreement.*

Support Code	Service Name	Service Description	RTS	RTSA	Total Annual Fee
16HESUP-IPTVHE	IPTV Headend Support	Includes: Satellite Dish System(s), Satellite Splitter(s), Satellite Receiver(s), Satellite Receiver Aggregation Systems, Video Encoder/Transcoder Systems, Video IP Switch(s). * Customer must still maintain a direct support agreement with their Receiver, Encoder, Satellite, Networking manufacture(s).		X	\$ 2,500.00
16EASUP-EAS	IPTV EAS Support	Includes: Emergency Alert System(s).	X		\$ 1,350.00
16VUSUP-VUBIQUITY	IPTV Vubiquity Support	Includes Vubiquity Core System(s): Feed Control Manager Server(s), Management Server(s), Satellite Receiver(s), Fiber Ingress System.	8,200.00	X	\$ 8,700.00
16MWSUP-MDW	IPTV Middleware Support	Includes Mineva Networks Core System(s): System Software, Primary & Secondary Server(s), Additional Module Server(s).	12,460.00	X	\$ 12,960.00
16MWSUP-MDW.MOD	IPTV Middleware Module	Includes Mineva Networks Module(s): DVR, Whole Home, HD/SD, Remote Scheduler, Widget, etc.	X		
16MWSUP-MDW.ILU	IPTV Middleware License	Includes Mineva Independent Living Unit License(s).	X		\$ 2,610.00
16GEM-Rovi	IPTV Rovi	Includes Annual Rovi surcharge			\$ 303.48
16ENSUP-ENCRYPT	IPTV Encryption Support	Includes: Verimatrix System Software, VCAS Server(s), RTEs Server(s), IP Stream Channel License(s).	9,050.00	X	\$ 9,550.00
16ENSUP-ENCRYPT.STB	IPTV Encryption STB License	Includes Verimatrix Set Top Box client License(s).	X		
16ENSUP-STB	IPTV Set Top Box Support	Includes support of customer STB Bootloader Server(s). * Customer must still maintain a direct support agreement with their STB manufacture(s).	X		
<b>Annual Support Fee Totals</b>					<b>\$ 37,973.48</b>

Company Name \_\_\_\_\_

Customer Signature \_\_\_\_\_

Customer Name \_\_\_\_\_

Date \_\_\_\_\_





To: Mark Latham, City Manager  
From: Angela Imming, Director, Technology and Innovation  
Date: February 2020  
Subject: Fidelity Solutions– license and maintenance contract renewal

Recommendation:

I recommend HCS waive customary bidding and renew the contract with Fidelity Solutions for right to purchase Minerva licenses and support for our video encryption services and IPTV services.

Discussion:

Waiving normal and customary bidding is justified in the case of Fidelity support for three reasons. First, Fidelity provides consulting services as part of the support contract. As with consulting for finances, public works and legal support, Highland Communications establishes relationships with consultants who are expert in this field. In particular, Fidelity has migrated their TV product from linear TV distribution and moved toward the same over the top solution (MobiTV) that HCS is. Their technical expertise in this arena will be value given they are well aware of our current platform and our future platform. It's difficult to find a company who is both expert in the field and is also not a competitor. Fidelity is that.

Second, Fidelity is a distributor for Minerva licenses and support. These licenses are required for HCS to provide television services. While there other options to purchase Minerva licenses, the price per license is non-negotiable making this a moot point.

Finally, Fidelity is closer, geographically, being located about two hours from Highland. Unlike other providers of their type, we can and have met have a face to face meeting or get hands on training.

Financial Impact:

There is no additional cost to HCS. The 2020 rates remain the same as 2019.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT  
AND APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT  
WITH J.F. ELECTRIC, INCORPORATED FOR FIBER SYSTEM CONSTRUCTION  
AS A SOLE SOURCE PURCHASE**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare to build and expand the scope and reach of the City Fiber to the Premises (“FTTP”) fiber network; and

WHEREAS, City desires to hire J.F. Electric, Incorporated (“JF”) to perform the construction associated with Fiber Cabinet LCPI and the surrounding area; and

WHEREAS, City has determined JF will perform the construction associated with Fiber Cabinet LCPI and the surrounding area, including fiber build-out to the Lakeview Subdivision and two (2) lots West of Daiber Road, for a total of forty-eight (48) lots; and

WHEREAS, the City Director of Light and Power has informed City Council that JF has intimate knowledge of FTTP construction techniques and FTTP system architecture; and

WHEREAS, the City Director of Light and Power has informed City Council that JF has been hired by City to maintain the FTTP system, including any work related to squirrel chews and splicing; and

WHEREAS, the City Director of Light and Power has informed City Council that JF has performed design work for City on the FTTP system, including splice document creation and optimization of existing drawings prior to City Power and Light performing construction work; and

WHEREAS, the City Director of Light and Power has informed City Council that City has been very satisfied with the work performed by JF on the FTTP system in the past, including recent construction of the FTTP LCP04 Cabinet and build out to Prairie Trails that was completed on time and under budget; and

WHEREAS, the City Director of Light and Power has informed City Council that City received budgetary quotes from four (4) other companies for construction associated with Fiber Cabinet LCP1 and the surrounding area, and all quotes were higher than the quote from JF; and

WHEREAS, City has determined JF shall complete construction associated with Fiber Cabinet LCP1 and the surrounding for a cost not to exceed \$208,800.00; and

WHEREAS, City and JF have agreed to a contract for construction associated with Fiber Cabinet LCP1 and the surrounding area for a cost not to exceed \$208,800.00 (*See Exhibit A*); and

WHEREAS, City Council finds that the contract between City and JF for construction associated with Fiber Cabinet LCP1 and the surrounding area for a cost not to exceed \$208,800.00 (*See Exhibit A*), should be approved; and

WHEREAS, City Council deems it to be in the best interests of City to waive the competitive-bidding requirement that would otherwise apply and to enter the contract between City and JF for construction associated with Fiber Cabinet LCP1 and the surrounding area for a cost not to exceed \$208,800.00 (*See Exhibit A*), as a sole source purchase; and

WHEREAS, the City Council also finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to waive the competitive-bidding requirement that would otherwise apply and to enter the contract between City and JF for construction associated with Fiber Cabinet LCP1 and the surrounding area for a cost not to exceed \$208,800.00 (*See Exhibit A*), as a sole source purchase.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Highland as follows:

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2.* The contract between City and JF for construction associated with Fiber Cabinet LCP1 and the surrounding area for a cost not to exceed \$208,800.00 (*See Exhibit A*), as a sole source purchase and without the competitive bidding requirement otherwise required, is approved.
- Section 3.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date the Contract (**Exhibit A**) between City and JF for construction associated with Fiber Cabinet LCP1 and the surrounding area.

*Section 4.* This Resolution shall be known as Resolution No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2020, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

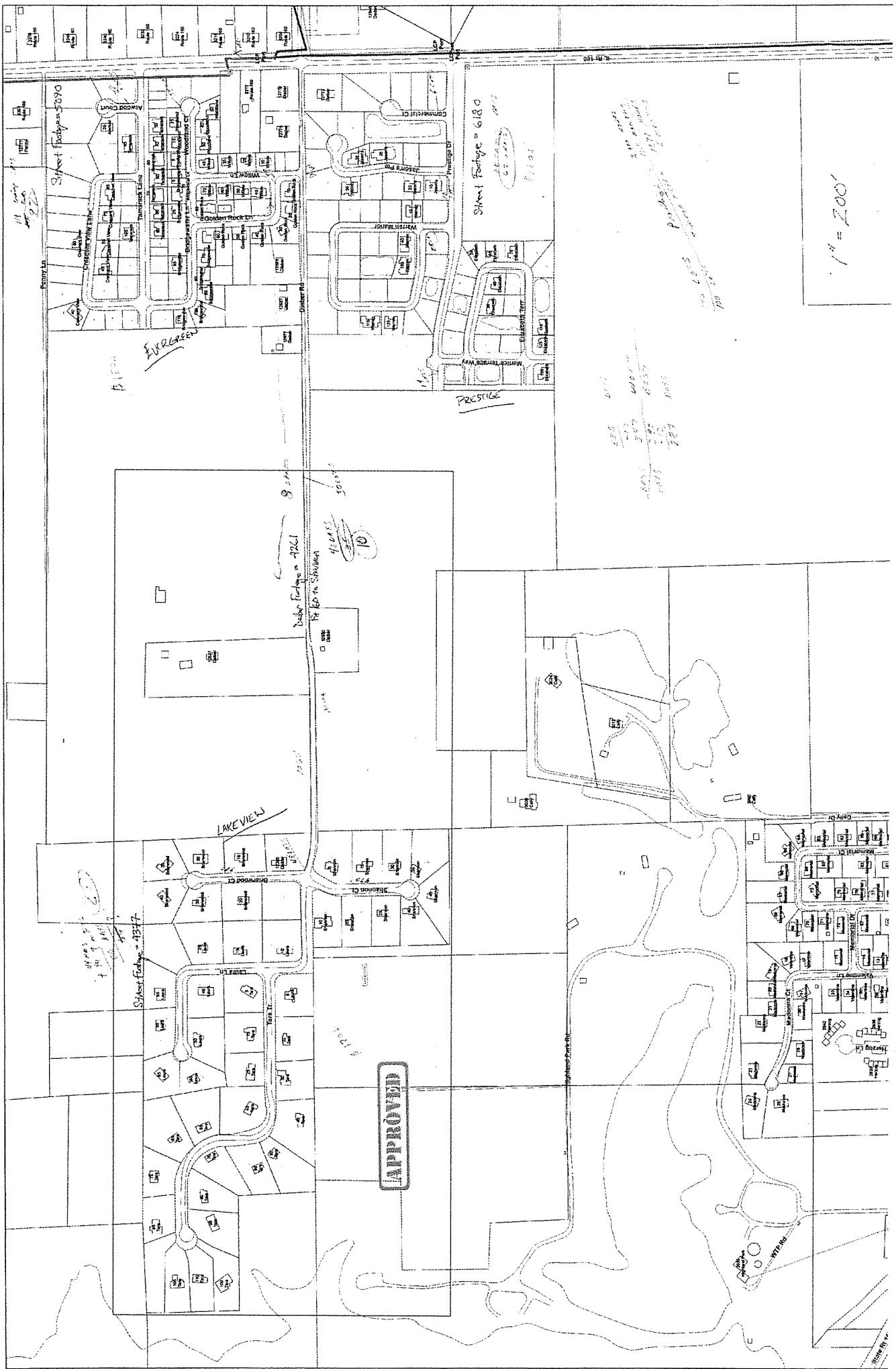
---

Joseph R. Michaelis, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

Barbara Bellm, City Clerk  
City of Highland  
Madison County, Illinois



## CONSTRUCTION CONTRACT

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.**

**THIS CONSTRUCTION CONTRACT** ("Agreement") is made and entered into by and between City of Highland, Illinois ("City") and J.F. Electric, Incorporated ("JF").

WHEREAS, City desires to have JF provide the labor and necessary equipment for construction associated with Fiber Cabinet LCP01 and the surrounding area (the "Work"), and JF is agreeable to the same; and

WHEREAS, to the best of City's ability, and within reason, City shall provide all materials, tools, construction equipment, and machinery in City's possession that can be used for the Work for purposes of controlling costs of the Work; and

WHEREAS, City and JF desire to enter this Agreement for purposes of establishing the cost of the construction project and to ensure the project can be started and completed in a period of time agreeable to both parties (City and JF); and

WHEREAS, If agreed to in writing by both parties, City and JF agree to supplement this Agreement with any drawings, plans, blueprints, or any other documents related to the Work, and that said documents will become part of the Agreement. *See* supplemental documents attached hereto as **Exhibit A**.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

**1. Agreement to Construct.** JF agrees to provide the labor and fiber splicing equipment for the performance of the Work and City hereby retains JF for the same, all on the terms and conditions hereinafter set forth.

**2. Contract Documents.**

2.1 The contract documents on which the Agreement between City and JF is based, that contain the plans and specifications in accordance with which the work is to be done, and that provide for the method of payment of the Contract Price are as follows:

2.1.1 This Agreement, with supplementary agreements and conditions attached to this agreement;

2.1.2 The plans and specifications, with addenda attached to such plans and specifications, issued before the execution of this agreement, and any

amendments made after the effective date of this agreement which shall be agreed to by City and JF;

2.1.3 Change Orders.

2.2 The contract documents together form the contract for the Work described in this Agreement. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the Work, and all terms and conditions of payment.

2.3 The contract documents are to be separately executed by City and JF. JF, by executing the documents, represents that JF has visually inspected and is familiar with the work site and the local conditions under which the work is to be performed.

2.4 City and JF intend to execute this Agreement prior to City obtaining the approvals necessary to give force and effect to this Agreement. City represents that this Agreement must be passed by Resolution and by the affirmative vote of 4/4 of the corporate authorities then holding office. Neither City nor JF shall have any obligation under this Agreement until City has obtained all necessary approvals to this Agreement having full force and effect; and, if such approvals are not obtained by City, this Agreement shall have no force or effect.

**3. Payment of the Contract Price.**

3.1 City shall pay to JF for the Work the Contract Price not to exceed \$208,800.00 upon completion of the Work.

3.2 City may withhold payment to JF based on:

3.2.1 Work is found defective and not remedied by JF after written notice from City to JF;

3.2.2 Claims or liens are filed with regard to the Work, and JF fails to cause such liens to be released or otherwise obtain title insurance over, after written notice from City.

3.2.3 Final Payment. City shall make final payment to JF within sixty (60) days after the Work is completed, if the contract is at that time fully performed, and there are no issues with the Work and there are no claims or liens against the Work.

**4. Anticipated Commencement Date; Delays.** JF shall begin the Work on or about \_\_\_\_\_ . Notwithstanding the foregoing, JF shall not be liable for any delay in the commencement or continuation of the Work resulting from emergency call outs, adverse weather conditions, changes made to the Agreement, or by labor disputes, fire, unavoidable delay in deliveries, unavoidable casualties, or other causes beyond JF's control.

**5. Responsibilities of JF.** JF's duties and rights in connection with the above-described project are as follows:

5.1 Responsibility for and Supervision of Construction. JF shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures, and means, and for coordination of all work. JF shall supervise and direct the work to the best of JF's ability and give it all attention necessary for such proper supervision and direction.

5.2 Discipline and Employment. JF shall maintain at all times strict discipline among JF's employees, and JF agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he or she was employed.

5.3 Furnishing of Labor, Materials, etc. To the best of City's ability, and within reason, City shall provide all materials, tools, construction equipment, and machinery in City's possession that can be used for the Work for purposes of controlling costs. Where City does not provide materials, tools, construction equipment, and machinery in City's possession, JF shall provide and pay for all labor and necessary equipment, including tools, construction equipment, and machinery, and transportation necessary for the proper completion of Work on the project in accordance with the contract documents and this Agreement. If JF is required to supply any additional material or equipment to finish the Work, JF and City will agree in writing to additional costs prior to the expenditure, and JF will be reimbursed according to the Agreement.

5.4 Payment of Taxes and Procurement of Licenses and Permits. JF shall pay all taxes required by law in connection with the Work on the project in accordance with this Agreement including sales, use, and similar taxes.

5.5 Compliance with Construction Laws and Regulations. JF shall comply with all laws and Ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work under and pursuant to this agreement. If any of the contract documents are at variance with any such laws, ordinances, rules, regulations, or orders, JF shall notify City promptly on discovery of such variance.

5.6 Responsibility for Negligence of Employees and Subcontractors. JF assumes full responsibility for acts of negligence, or omissions of all his/her employees on the project, for those of his/her subcontractors and their employees, and for those of all other persons doing work under a contract with him or her.

5.7 Reserved.

5.8 Clean-up. JF agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by his/her work or that of his/her subcontractors. JF further agrees to remove all such waste material and rubbish on termination of the project, together with all



his/her tools, equipment, machinery, and surplus materials. JF agrees, on terminating his/her work at the site, to conduct general clean-up operations.

## **6. Indemnity and Hold Harmless Agreement.**

6.1 Except to the extent that the same shall be caused in whole or in part by the willful conduct of City, JF agrees to indemnify and hold harmless City and their agents and employees, from and against claims, damages, losses, and expenses, including reasonable court costs and attorneys' fees in case it shall be necessary to file an action, caused by the performance of the Work in this Agreement, that is (a) for bodily injury, illness, or death, or for property damage, including loss of use, and (b) caused in whole or in part by JF's negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts JF or subcontractor may be liable.

**7. Safety Precautions and Programs.** JF has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the Work. In this connection, JF shall take reasonable precautions for the safety of all employees and other persons whom the Work might affect, all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent to the construction site, complying with all applicable laws, ordinances, rules, regulations, and orders.

## **8. Warranties. Reserved.**

**9. Insurance.** JF agrees that during the course of its performance of the Work, it will maintain insurance in such types, coverages and coverage amounts necessary to cover its performance under the terms of this Agreement.

### **9.1 JF's Liability Insurance.**

Unless otherwise provided by franchise, license, or similar agreement, JF shall secure and maintain the following liability insurance policies insuring JF as named insured and naming the City, and its elected and appointed officers, officials, agents, lawyers, and employees as additional insureds on the policies listed in paragraphs 1 and 2 below:

- 1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
  - i) Five million dollars (\$5,000,000) for bodily injury or death to each person;
  - ii) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and

- iii) Five million dollars (\$5,000,000) for all other types of liability;
- 2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000) for personal injury and property damage for each accident;
- 3) Worker's compensation with statutory limits; and
- 4) Employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per employee and per accident.

If JF is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this Section.

9.2 City's Liability Insurance. City agrees to maintain in force City's own liability insurance during the construction on this project, and reserves the right to purchase such additional insurance as in City's opinion is necessary to protect City against claims arising out of JF's operation, without diminishing JF's obligation to carry the insurance specified in this agreement on JF's part to be carried.

#### **10. Subcontractors.**

10.1 JF agrees to furnish City, prior to the execution of this Agreement, with a list of names of subcontractors to whom JF proposes to award the principal portions of the work to be subcontracted by JF.

10.2 A subcontractor, for the purposes of this Agreement, shall be a person with whom JF has a direct contract for work at the project site.

10.3 JF agrees not to employ a subcontractor to whose employment City reasonably objects, nor shall JF be required to hire a subcontractor to whose employment JF reasonably objects.

10.4 All contracts between JF and subcontractors shall conform to the provisions of the contract documents and shall incorporate in them the relevant provisions of this Agreement.

**11. Correcting Work.** When it appears to JF during the course of construction that any work does not conform to the provisions of this Agreement, JF shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or quality of performance in work supervised by JF or by a subcontractor, appearing within one year (period of time) from the date of issuance of a certificate of substantial completion, or within such longer period as may be prescribed by law or as may be provided for by applicable special guaranties in the contract documents.

**12. Work Changes.** In the event City requires any alteration or change to be made to the Agreement or contract provision, which such alteration or change shall have the effect of increasing JF's costs in connection with the Work, City agrees that no such alteration or change shall be binding upon JF until such time as City and JF enter into a mutually agreeable amendment to this Agreement setting forth (i) the details of such alteration or change and (ii) any increase in the contract price occasioned by such alteration or change (a "Change Order"). JF shall not be required to perform any work in connection with such alteration or change until such time as such a Change Order has been fully executed by the parties hereto.

**13. Termination.**

13.1 JF's Termination. JF may, on thirty (30) days written notice to City, terminate this agreement before the completion date specified in this agreement. Payment shall remain unpaid for thirty (30) days after JF's last day on the job. JF shall bear the burden of proving what percentage of the Work has been completed and what amount is due JF at the time of Termination. If an agreement cannot be reached on what JF is owed at the time of Termination, both parties (JF and City) agree to mediation. Choice of a mediator shall be agreed to by both parties. If mediation does not resolve the issue, all other remedies at law or in equity are available to both parties to resolve the issue.

13.2 City's Termination. If JF shall fail to cure any default hereunder within thirty (30) days after written notice from City, or such longer period as is reasonably required if such default is not capable of being cured within such thirty (30) day period, provided JF promptly commences and thereafter diligently pursues such cure, then City may, by written notice to JF, terminate this agreement before the completion date specified in this agreement and without prejudice to any other remedy City may have, when JF defaults in performance of any provisions of the contract documents. On such termination, City may take possession of the work site and all materials on the work site and finish the work in whatever way City deems expedient.

**14. Attorney's Fees; Expenses.** In addition to all other remedies that the parties may have at law or in equity, in the event that either party files any suit or takes any such other action to enforce any of the terms of this Agreement, such party shall be entitled to recover from the other party any and all expenses incurred by the filing party which are necessary or desirable for the protection of such filing party's interest or the enforcement of its rights under this Agreement, including, without limitation, court costs and expenses and reasonable attorney's fees.

**15. Governing Law.** This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws and decisions of the State of Illinois.

**16. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties and the parties intend the terms and conditions of this Agreement to be a final, complete and exclusive statement of such understanding and agreement.

**17. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**18. No Waiver.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**19. Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement, or sent by email to mutually acknowledged email addresses.

**20. Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

**21. Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands as of the day and year first above written.

**J.F. ELECTRIC, INCORPORATED:**

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

Date: 2/11/2020 \_\_\_\_\_

**CITY OF HIGHLAND, ILLINOIS:**

City of Highland  
Madison County, Illinois  
1115 Broadway  
P.O. Box 218  
Highland, Illinois 62249-0218

Mark Latham  
City Manager  
City of Highland, Illinois

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

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

**EXHIBIT A**

**(CONTRACT DOCUMENTS)**

**Scope Of Work for LCP 1 Project**

**The project covers the LCP cabinet and all the lots in Lakeview Subdivision and two lots west of Diaber Rd., from IL. Route 160. Total of 48 lots. (see print attached)**

**The contractor will provide all labor to install the LCP cabinet, handholes, flowerpots, innerduct, pedestals, fiber optic cable and multiport terminals required to service the area describe above. They will also perform splicing, testing, and labeling for the associated fiber optic cabling.**

**In order to keep the project cost to a minimum, the contractor will utilize City of Highland equipment where available, including but not limited to bucket truck, digger derrick, vacuum excavator, boring machine, trencher, etc.**

**Rock boring and ground restoral by others.**

**The city will provide all construction materials.**



Office Location:  
100 Lakefront Pkwy  
Edwardsville, IL 62025

Mailing Address:  
P.O. Box 570  
Edwardsville, IL 62025

Main: 618.797.5353  
Toll Free: 800.339.8383  
Fax: 618.797.5354

[jfelectric.com](http://jfelectric.com)

**02/12/2020**

**City of Highland**

**Attention: Dan Cook**

**Re: Associate Fiber Work at LCP01**

### **Scope of Work**

The project covers the LCP cabinet and all the lots in Lakeview Subdivision and two lots west of Diaber Rd., from IL. Route 160. Total of 48 lots. (see print attached)

JF Telecom will provide all labor to install the LCP cabinet, handholes, flowerpots, innerduct, pedestals, fiber optic cable in ground / aerial and multiport terminals required to service the area describe above. We will also perform splicing, testing, and labeling for the associated fiber optic cabling.

In order to keep the project cost to a minimum, JF Telecom will utilize City of Highland equipment where available, including but not limited to bucket truck, digger derrick, vacuum excavator, boring machine, trencher, etc.

**Total: Not to exceed \$208,800.00 @ \$100.00 an hour. This includes labor, pickup trucks, splicing trailers, OTDR and fusion splicers**

### **By Others and Exceptions**

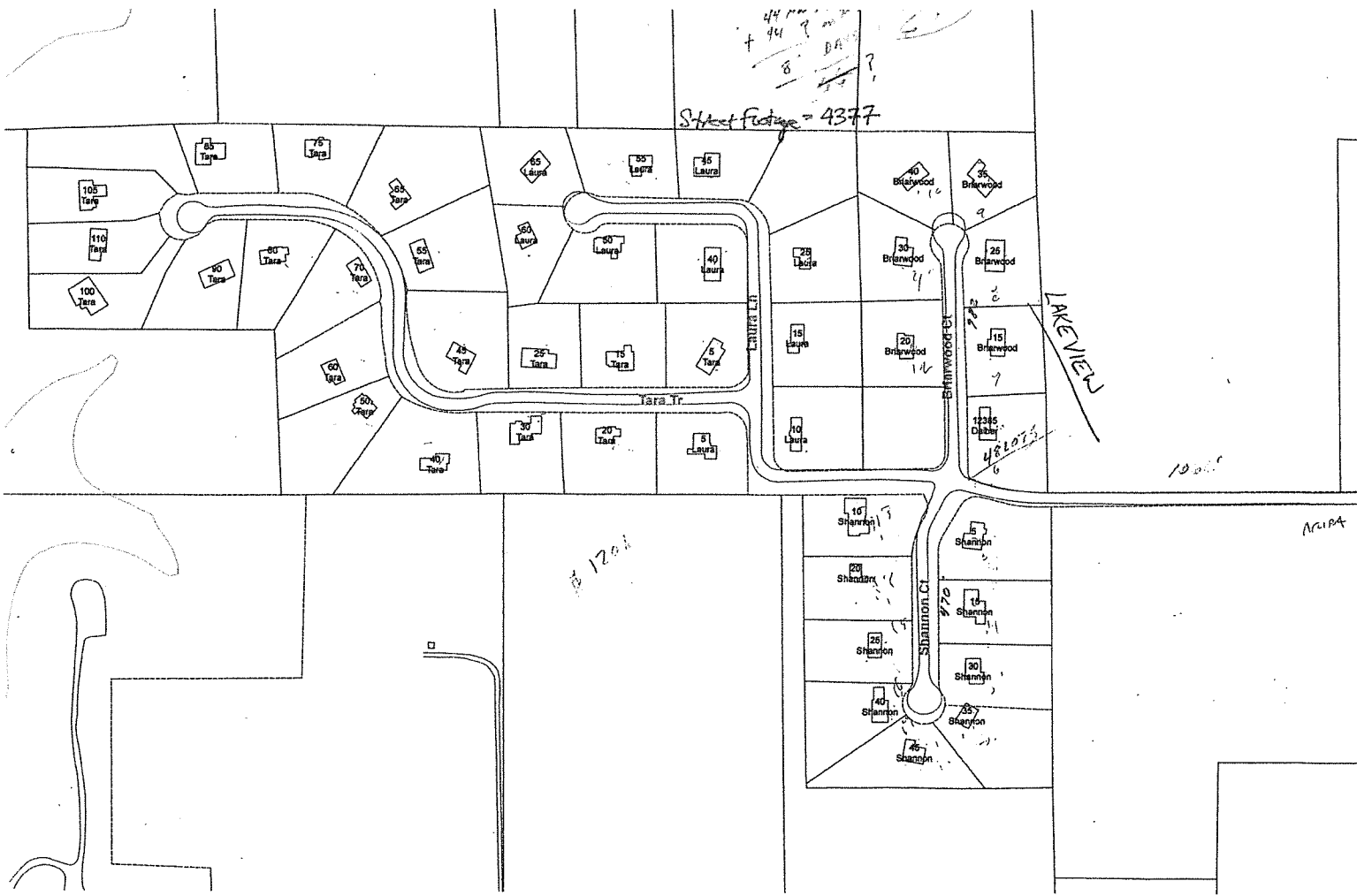
- **Permitting**
- **All material and construction equipment by others**
- **All red line or cad drawings by others**
- **JF Telecom is not responsible for any liquidated damages.**
- **We take exception of schedule due to weather and access to splice points**
- **Ground restoral**
- **We take exception for mismark locates, obstructions /utilities that are not marked.**

**Thanks for the oppportunity**

**Joe Pearson**

**618-797-6329**

**Cell: 618-791-8262**





# City of Highland

## Department of Light and Power

**Memo to:** Mark Latham, City Manager  
**From:** Dan Cook, Director of Light & Power  
**Date:** February 13, 2020  
**Subject:** Contract to JF Electric Inc. to construct LCP 1 Fiber Project

### RECOMMENDATION

I recommend that you seek council approval to waive usual and customary bidding procedures and allow JF Electric to perform construction work necessary to "turn up" LCP 1 as described in Exhibit A".


### DISCUSSION

Although we did not advertise and receive official bids, we have compared the pricing offered by JF with the budgetary figures from 4 other fiber optic construction vendors and JF provided the lowest proposed cost. JF has performed fiber services for us for the past few years including troubleshooting and repairs of squirrel chews and other fiber damage along with some construction assistance in Prairie Trails subdivision and the recent completion of LCP04 construction. Their staff is intimately familiar with our system and our construction techniques and as such would be the best candidates to perform this work. It is also appropriate to note that the last project we granted to them came in on time and under budget.

### FISCAL IMPACT

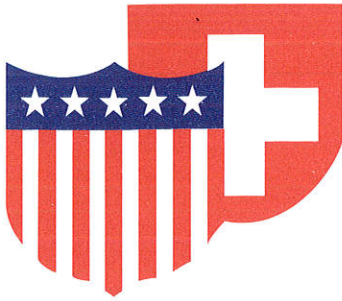
The cost of this proposal is \$208,800 and although this item is unbudgeted since the electric department expenses have been conservative overall this year, we should have the excess \$200,000 to cover the costs.

### CONCURRENCE

Recommended by:   
Daniel Cook, Director of Electric

Approved by:   
Mark Latham, City Manager





# City of Highland

**MEMO TO:** Mark Latham, City Manager  
**FROM:** Joe Gillespie, Director of Public Works  
**DATE:** February 25, 2020  
**SUBJECT:** IL 160 Shared Use Path, PW-17-19  
Recommendation for Award

## RECOMMENDATION

I recommend that you request council approval to award a construction contract for the above referenced project to Haier Plumbing and Heating, Inc. in Okawville, IL for \$507,572.50.

## DISCUSSION

We received and opened bids on February 18, 2020. See the attached tabulation sheet for details.

This project will construct a 10-foot wide asphalt shared used path along the east side of IL 160 from the US 40/Poplar Street roundabout north to the southwest entrance of St. Joseph's Hospital. This section will benefit anyone wishing to access the peripheral route paths from the middle of town and students walking to the High School and Middle School.

## FISCAL IMPACT

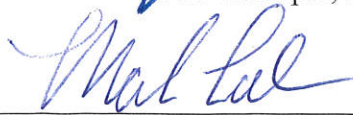
This project will utilize Non Home Rule Sales Tax funds in FY 2020.

## CONCURRENCE

Recommended by: \_\_\_\_\_

  
Joe Gillespie, Director of Public Works

Approved by: \_\_\_\_\_



Mark Latham, City Manager



Tabulation of Bids

County: Madison, Date: 2/18/2020, Municipality: Highland, Time: 10:00 AM, Section: 17-00071-00-BT, Appropriation \$: , Estimate: \$668,895.50, Attended by: JG, JV, LH, SK

Name and Address of Bidders: Haier Plumbing and Heating (301 N. Elkton Street, POB 400 Okawville, IL 62271), Gelly Excavating & Construction (13297 Plocher Way Highland, IL 62249), Keller Construction (22 Illini Drive Glen Carbon, IL 62034), Hank's Excavating (5825 West State Route 161 Belleville, IL 62223), Stutz Excavating (3837 Fosterburg Road Alton, IL 62002), Kamadulski Excavating (4336 Highway 162 Granite City, IL 62040)

Proposal Guarantee, Terms

Main bid tabulation table with columns: Item No. or Group, Items, Delivery, Unit, Quantity, Unit Price, Total, and columns for each bidder (Haier, Gelly, Keller, Hank's, Stutz, Kamadulski). Includes a Total row at the bottom.



City of Highland  
Building and Zoning

February 24, 2020

To: Mark Latham, City Manager

From: Breann Speraneo, Director of Community Development

**RE: Demolition Bid Award – BZ-01-20**

**1213 13<sup>th</sup> Street**

It is my recommendation to seek City Council's approval to award a contract for the demolition of structures at 1213 13<sup>th</sup> Street to Gelly Excavating & Construction, Inc. in the amount of \$9,500.00.

Five bids were received and opened on February 24, 2020. We sent out eight bid packages and received five submittals.

CITY OF HIGHLAND

WARRANT # 1158

March 2, 2020

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001	General Fund	\$	40,976.51
010	TIF #2 Northside	\$	-
007	Community Development	\$	2,942.89
008	Motor Fuel Tax Fund	\$	19,601.06
009	Parks & Recreation Fund	\$	38,375.56
050	Street Bond	\$	9,085.00
101	Electric Fund	\$	34,286.67
012	Business District A	\$	17,875.00
111	Fiber To The Premise Fund	\$	57,781.03
006	TIF #1	\$	-
201	Water Fund	\$	24,687.52
301	Sewer Fund	\$	1,566,228.33
401	Ambulance Fund	\$	4,815.62
713	Solid Waste Fund	\$	118,918.57
706	Liability Insurance	\$	-
309	2013 Sewer Bond Construction	\$	-
802	Payroll Account	\$	-
	TOTAL WARRANT	\$	1,935,573.76

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CITY CLERK  
March 2, 2020

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MAYOR

# Accounts Payable

## Computer Check Proof List by Vendor

User: rdixon  
 Printed: 02/27/2020 - 3:35PM  
 Batch: 00020.02.2020

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 2632	Airgas USA,LLC			Check Sequence: 1
9097979098	OXYGEN	259.14	03/03/2020	401-401-5-430-00
9098184196	OXYGEN	110.75	03/03/2020	401-401-5-430-00
	Check Total:	369.89		
Vendor: 60	Altec Industries Inc			Check Sequence: 2
11334620	10-765 Bolt Cutter	483.08	03/03/2020	101-104-5-430-00
11334620	11-008 Ratchet Cutter Complete w/ ACSR H	600.92	03/03/2020	101-104-5-430-00
11345220	KIT: CORNER DOUBLER INSTALLATION: REAR MOUNT PEDESTAL	32.80	03/03/2020	101-104-5-450-00
9211314	CREDIT FOR AMOUNT ON PO 7472	-10.00	03/03/2020	101-104-5-430-00
	Check Total:	1,106.80		
Vendor: 5194	AMAZON CAPITAL SERVICES			Check Sequence: 3
436557646485	LED EXIT LIGHTS	156.00	03/03/2020	101-101-5-380-00
437998375887	Order for B & Z - Officemate Heavy Duty 10" Steel Bookends	33.98	03/03/2020	001-000-0-157-00
438658968584	party wristbands	106.84	03/03/2020	009-009-5-430-00
438778353875	INK FOR DANS PRINTER	47.78	03/03/2020	101-101-5-410-00
439556548988	PORTABLE EXTERNAL HARD DRIVES (QTY 2)	140.98	03/03/2020	401-401-5-470-00
444697343897	guest towels for KRC	91.96	03/03/2020	009-009-5-430-00
445949586636	INK FOR DANS PRINTER	33.89	03/03/2020	101-101-5-410-00
447547385935	work boots for steven young	59.99	03/03/2020	009-715-5-440-00
453573898993	EMERGENCY LIGHT	28.98	03/03/2020	101-101-5-450-00
454494377597	INK FOR DANS PRINTER	34.19	03/03/2020	101-101-5-410-00
456435874368	BINDER DIVIDERS FOR DISPATCHER BINDER	10.49	03/03/2020	001-012-5-430-00
456737899846	party wristbands	11.99	03/03/2020	009-009-5-430-00
457958946555	EATON CUTLER HAMMER	94.60	03/03/2020	111-111-5-430-00
458844789558	Order for City Hall - Forito 19" Anti Glare Screen Protector	19.99	03/03/2020	001-000-0-157-00
463364886878	party wristbands	10.95	03/03/2020	009-009-5-430-00
463957587687	WIRE STAPLE GUN LOW VOLTAGE	27.97	03/03/2020	111-111-5-430-00
465366676847	VGA ADAPTER FOR DISPATCH PCS	17.98	03/03/2020	001-012-5-391-00
469363885345	VGA ADAPTER VIDEO CONVERTER	33.53	03/03/2020	111-111-5-410-00
487678683358	resistance bands for fitness classes	30.64	03/03/2020	009-009-5-430-00
539767438449	TONER CARTRIDGE REPLACEMENTS	72.00	03/03/2020	401-401-5-410-00
546646959874	5 PORT GIGABIT POE SWITCH	149.97	03/03/2020	111-111-5-430-00
586349755839	swim diapers to sell	26.20	03/03/2020	009-009-5-430-00
645864843964	MAGNETEK TRIAD ELECTRONIC BALLAST 4 LAMP	19.50	03/03/2020	111-111-5-430-00
655559644386	CALCULATOR, PORTABLE TRAVEL CAMERA STAND	67.28	03/03/2020	111-111-5-410-00
664369738985	fitness towels for KRC	135.76	03/03/2020	009-009-5-430-00
667937985568	2 new office chairs for the front desk	237.00	03/03/2020	009-009-5-430-00
734694578334	ELECTRIC PENCIL SHARPENER, UNDER CABINET LIGHTING	90.85	03/03/2020	111-111-5-410-00
743544949938	C. P. Supplies	47.50	03/03/2020	001-000-0-157-00
797537368954	CHAINSAW SCABBARD FOR TREE TRIMMERS	149.95	03/03/2020	101-104-5-430-00
843457633539	resistance bands for fitness classes	29.65	03/03/2020	009-009-5-430-00
857637966836	Order for Awards Banquet 2020 - Avery Printable Bus. Cards/label	19.44	03/03/2020	001-000-0-157-00
877769686938	C. P. Supplies	199.10	03/03/2020	001-000-0-157-00
947463774833	C.P. supplies	83.76	03/03/2020	001-000-0-157-00
963897867575	TONER CARTRIDGE REPLACEMENTS FOR DELL	28.78	03/03/2020	111-111-5-410-00
995994684676	C. P. Supplies	80.16	03/03/2020	001-000-0-157-00
	Check Total:	2,429.63		
Vendor: 4674	Ameren Illinois			Check Sequence: 4
0797748017-S&A	Utility Services	244.03	03/03/2020	001-017-5-330-00
1033144016	GAS SERVICE	99.24	03/03/2020	111-111-5-330-00
1477059018	TOTAL OPTIONAL LIGHTING CHARGE- 2679 VULLIET RD NEW 46 LOT SUB	28.21	03/03/2020	101-104-5-330-00
2634386099	GAS SERVICE- STATION 1	175.62	03/03/2020	001-014-5-330-00
4742177616220	utilities/gas Park maint shed	126.05	03/03/2020	009-016-5-330-00
5736662735-WTP	Utility Services	159.05	03/03/2020	201-202-5-330-00
5983358251	GAS SERVICE- STATION 2	166.94	03/03/2020	001-014-5-330-00
7059173000-PW	Utility Services	202.92	03/03/2020	001-017-5-330-00
7072262256220	utilities/gas KRC	1,137.25	03/03/2020	009-009-5-330-00
7516714005	GAS CHARGE	372.09	03/03/2020	001-013-5-330-00
7516714005	GAS CHARGE	372.07	03/03/2020	301-303-5-330-00
7516714005	GAS CHARGE	372.09	03/03/2020	201-203-5-330-00
7516714005	GAS CHARGE	744.18	03/03/2020	101-101-5-330-00
7952834891	GAS CHARGE	57.58	03/03/2020	101-102-5-330-00
9305822894	GAS UTILITIES POLICE DEPT	96.81	03/03/2020	001-012-5-330-00
	Check Total:	4,354.13		
Vendor: 3076	ANIXTER, INC.			Check Sequence: 5
4368124-00	J820506- CENTRON DISC W/TANT	2,750.00	03/03/2020	101-104-5-530-60
4512857-00	162-23-3081 Okonite 4/0 wire	6,135.13	03/03/2020	101-104-5-540-30
4512861-00	WR379 CONN H AL A GRV 4/0 B	50.25	03/03/2020	101-104-5-430-00
4512861-00	C1530 CLAMP HL BRZ 6-400 MAIN 6-4/0 TAP	602.50	03/03/2020	101-104-5-430-00
4518016-00	C7	96.00	03/03/2020	101-104-5-430-00
4518016-00	J8874	282.00	03/03/2020	101-104-5-430-00

4518016-00	J1075 (6813)	156.00	03/03/2020	101-104-5-430-00
4523096-00	TR63	120.00	03/03/2020	101-104-5-430-00
	Check Total:	10,191.88		
Vendor: 124 02-25-2020	APWA Gateway Branch 2020 Membership Dues - Joe Gillespie	15.00	03/03/2020	Check Sequence: 6 001-017-5-390-00
	Check Total:	15.00		
Vendor: 2058 315752983 315752984 315752992 315778322 315778323 315778324 315778331 315803662 315803663 315803671 315829426 315829427 315829428 315857293 315857294 315857302	Aramark Uniform Services JANUARY RUG SERVICE JANUARY UNIFORM & RUG SERVICE JANUARY RUG SERVICE JANUARY RUG SERVICE JANUARY UNIFORM & RUG SERVICE JANUARY RUG SERVICE JANUARY RUG SERVICE JANUARY RUG SERVICE JANUARY UNIFORM & RUG SERVICE JANUARY RUG SERVICE JANUARY UNIFORM & RUG SERVICE JANUARY RUG SERVICE JANUARY RUG SERVICE JANUARY UNIFORM & RUG SERVICE JANUARY RUG SERVICE JANUARY RUG SERVICE JANUARY UNIFORM & RUG SERVICE JANUARY RUG SERVICE	35.05 35.15 25.50 5.75 30.01 38.97 46.50 35.05 39.47 25.50 5.75 30.01 38.97 35.05 35.15 25.50	03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020	Check Sequence: 7 101-101-5-390-00 101-102-5-390-00 001-012-5-390-00 101-101-5-390-00 101-102-5-390-00 111-111-5-390-00 001-011-5-390-00 101-101-5-390-00 101-102-5-390-00 101-101-5-390-00 101-102-5-390-00 111-111-5-390-00 101-101-5-390-00 101-102-5-390-00 111-111-5-390-00 101-101-5-390-00 101-102-5-390-00 001-012-5-390-00
	Check Total:	487.38		
Vendor: 2715 287237079690X	AT&T MOBILITY EMS AIR CARDS	59.44	03/03/2020	Check Sequence: 8 401-401-5-390-50
	Check Total:	59.44		
Vendor: 1072 1994	Autobling SQUAD 4 CLEANING OF INTERIOR DUE TO SMELL	50.00	03/03/2020	Check Sequence: 9 001-012-5-360-10
	Check Total:	50.00		
Vendor: 237 01P14439 01P14456	Banner Fire Equipment Inc TRANSDUCER 5PSI 0-5 GAUGE HORN BUTTON, TILT WHEEL	180.00 78.08	03/03/2020 03/03/2020	Check Sequence: 10 001-014-5-460-00 001-014-5-460-00
	Check Total:	258.08		
Vendor: 5319 1639 1640 1641 1642 1643 1644 1645 1646 1646 1739 1740 1741 1742 1743 1744 1745 1745	BARNETT PEST SOLUTIONS PEST CONTROL POLICE DEPT WCC pest control PEST CONTROL- STREET DEPT MONTHLY PEST CONTROL- CITY HALL STORAGE MONTHLY PEST CONTROL- HCS TREATMENT AND INSPECTION MONTHLY PEST CONTROL- CITY HALL TREATMENT AND INSPECTION TREATMENT AND INSPECTION PEST CONTROL POLICE DEPT pest control for the WCC MONTHLY PEST CONTROL- CITY HALL STORAGE PEST CONTROL INSPECTION AND TREATMENT MONTHLY PEST CONTROL- CITY HALL INSPECTION AND TREATMENT INSPECTION AND TREATMENT	25.00 25.00 30.00 20.00 50.00 30.00 20.00 14.00 14.00 25.00 25.00 20.00 30.00 30.00 20.00 14.00 14.00	03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020	Check Sequence: 11 001-012-5-390-00 009-016-5-390-00 001-017-5-390-00 001-011-5-390-00 111-111-5-390-00 101-102-5-390-00 001-011-5-390-00 101-104-5-390-00 001-013-5-390-00 001-012-5-390-00 009-016-5-390-00 001-011-5-390-00 001-017-5-390-00 101-102-5-390-00 001-011-5-390-00 001-013-5-390-00 101-101-5-390-00
	Check Total:	406.00		
Vendor: 1890 6354	BASS COMPANY LLC TREAT ON THE STREETS FLYERS/CARD/BANNER	324.00	03/03/2020	Check Sequence: 12 111-111-5-390-33
	Check Total:	324.00		
Vendor: 5397 85896	BETTER NEWSPAPERS, INC. NOTICE OF MUNICIPAL LETTING DEMOLITION OF STRUCTURES 1213 13TH	25.60	03/03/2020	Check Sequence: 13 001-013-5-390-00
	Check Total:	25.60		
Vendor: 6103 1201-2020.1 1201-2020.1	BHMG Engineers Inc GENERAL SERVICES PROJECT 1201 HIGHLAND ELECTRIC 2020 GENERAL SERVICES PROJECT 1201 HIGHLAND ELECTRIC 2020	824.60 406.95	03/03/2020 03/03/2020	Check Sequence: 14 101-102-5-230-00 101-101-5-230-00
	Check Total:	1,231.55		
Vendor: 5601 33	Bluestone Safety Products KUNZ AND MCCOY VESTS	1,219.85	03/03/2020	Check Sequence: 15 001-012-5-440-00
	Check Total:	1,219.85		
Vendor: 1291	Bound Tree Medical, LLC			Check Sequence: 16

83498068	EMS SUPPLIES	372.82	03/03/2020	401-401-5-430-00
83504070	EMS SUPPLIES	368.10	03/03/2020	401-401-5-430-00
	Check Total:	740.92		
Vendor: 383 14986	Breese Lawn & Garden maint/repairs polaris ranger 570	122.94	03/03/2020	Check Sequence: 17 009-016-5-360-00
	Check Total:	122.94		
Vendor: 360 70341 70372	Broadway Battery & Tire 4 PROBS, CORD 1 MWF	19.30 37.95	03/03/2020 03/03/2020	Check Sequence: 18 401-401-5-430-00 111-111-5-460-00
	Check Total:	57.25		
Vendor: 20839 780460	Andrea Brodzinski cancelled YAH trip	75.00	03/03/2020	Check Sequence: 19 009-016-4-371-66
	Check Total:	75.00		
Vendor: 20619 WPSD749	Business Radio Licensing Radio Licensing Fee	95.00	03/03/2020	Check Sequence: 20 009-016-5-390-00
	Check Total:	95.00		
Vendor: 2210 14444	C & R ERNST ENTERPRISES, INC. REPAIRS FOR TRUCK 23- TREE TRIMMER	603.84	03/03/2020	Check Sequence: 21 101-104-5-360-10
	Check Total:	603.84		
Vendor: 3080	CDW G Inc			Check Sequence: 22
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	41.00	03/03/2020	007-007-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	102.00	03/03/2020	001-013-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	566.00	03/03/2020	001-011-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	528.00	03/03/2020	001-012-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	81.00	03/03/2020	009-503-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	81.00	03/03/2020	001-017-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	284.00	03/03/2020	009-009-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	41.00	03/03/2020	101-102-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	41.00	03/03/2020	101-104-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	142.00	03/03/2020	111-111-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	41.00	03/03/2020	001-014-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	41.00	03/03/2020	201-201-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	81.00	03/03/2020	201-202-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	41.00	03/03/2020	201-203-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	41.00	03/03/2020	301-301-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	41.00	03/03/2020	301-303-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	163.00	03/03/2020	101-101-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	163.00	03/03/2020	009-016-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	284.00	03/03/2020	401-401-5-391-00
WRX5897	MALWAREBYTES ENDPT SEC 100-249 12M	122.00	03/03/2020	301-304-5-391-00
	Check Total:	2,925.00		
Vendor: 4981 2462	Christ Bros Inc EZ Street - LEB Cold Patch	522.45	03/03/2020	Check Sequence: 23 008-008-5-430-00
	Check Total:	522.45		
Vendor: 456	City Of Highland			Check Sequence: 24
009697-000	UTILITY CHARGE	219.19	03/03/2020	001-013-5-330-00
009697-000	UTILITY CHARGE	511.45	03/03/2020	101-101-5-330-00
009697-001	UTILITY CHARGE	53.93	03/03/2020	101-102-5-330-00
009697-004	UTILITY CHARGE	2,144.53	03/03/2020	101-102-5-330-00
009697-008	UTILITY CHARGE	9.55	03/03/2020	101-102-5-330-00
009697-009	UTILITY CHARGE	102.16	03/03/2020	101-102-5-330-00
009697-010	UTILITY CHARGE	3,951.46	03/03/2020	101-102-5-330-00
009697-027	UTILITY CHARGE	9.55	03/03/2020	101-102-5-330-00
009697-028	UTILITY CHARGE	15.00	03/03/2020	101-102-5-330-00
	Check Total:	7,016.82		
Vendor: 451	City Of Highland Electric			Check Sequence: 25
010097-001220	Utilities - KRC	9,087.28	03/03/2020	009-009-5-330-00
010097-009220	Utilities - outdoor pool	50.92	03/03/2020	009-503-5-330-00
010097-013220	Utilities - WCC	2,208.24	03/03/2020	009-016-5-330-00
010097-022220	Utilities - cemetery	60.06	03/03/2020	009-715-5-330-00
010097-030220	Utilities - PARKS	1,679.62	03/03/2020	009-016-5-330-00
	Check Total:	13,086.12		
Vendor: 464	City Utilities			Check Sequence: 26
005784-000	POLICE STATION UTILITIES	1,082.66	03/03/2020	001-012-5-330-00
005784-002	POLICE RADIO TOWER UTILITIES	143.19	03/03/2020	001-012-5-330-00
005784-003	POLICE RADIO SHED UTILITIES	18.74	03/03/2020	001-012-5-330-00
006518-000	Utilities	170.71	03/03/2020	001-017-5-330-00
006518-002	Utilities	63.15	03/03/2020	001-017-5-330-00
006518-003	Utilities	682.65	03/03/2020	001-017-5-330-00

006518-005	Utilities	161.09	03/03/2020	201-203-5-330-00
006518-005	Utilities	161.09	03/03/2020	301-303-5-330-00
006518-006	Utilities	107.53	03/03/2020	301-303-5-330-00
006518-006	Utilities	107.53	03/03/2020	201-203-5-330-00
006518-007	Utilities	80.49	03/03/2020	201-203-5-330-00
006518-007	Utilities	80.48	03/03/2020	301-303-5-330-00
006518-022	Utilities	14,049.04	03/03/2020	301-304-5-330-00
006518-023	Utilities	79.12	03/03/2020	301-304-5-330-22
006518-024	Utilities	89.11	03/03/2020	301-304-5-330-22
006518-025	Utilities	36.41	03/03/2020	301-305-5-330-00
006518-026	Utilities	64.50	03/03/2020	301-304-5-330-22
006518-027	Utilities	41.77	03/03/2020	301-304-5-330-22
006518-028	Utilities	66.61	03/03/2020	201-202-5-330-00
006518-031	Utilities	1,035.94	03/03/2020	201-202-5-330-00
006518-032	Utilities	9,474.27	03/03/2020	201-202-5-330-00
006518-033	Utilities	31.78	03/03/2020	201-202-5-330-00
006518-035	Utilities	646.76	03/03/2020	301-304-5-330-00
006518-036	Utilities	181.28	03/03/2020	001-017-5-330-00
006519-000	CITY UTILITIES- CITY HALL	1,537.39	03/03/2020	001-011-5-330-00
006736-000	CITY UTILITIES- STATION 1	676.35	03/03/2020	001-014-5-330-00
006736-001	CITY UTILITIES- STATION 2	243.60	03/03/2020	001-014-5-330-00
006736-002	CITY UTILITIES- HELIPRT	25.89	03/03/2020	401-401-5-330-00
006736-003	CITY UTILITIES- SILVER LAKE RD	11.02	03/03/2020	001-014-5-330-00
015010-000	CITY UTILITIES- HCS	1,851.69	03/03/2020	111-111-5-330-00
015010-001	CITY UTILITIES- HCS	267.13	03/03/2020	111-111-5-330-00

Check Total: 33,268.97

Vendor: 5491	KIMBERLY A. COLE			Check Sequence: 27
1154	PRETREATMENT CONSULTING SERVICES	4,800.00	03/03/2020	301-304-5-230-00

Check Total: 4,800.00

Vendor: 475	Compass Minerals			Check Sequence: 28
598584	Salt - 261.53 Ton	19,078.61	03/03/2020	008-008-5-430-00

Check Total: 19,078.61

Vendor: 4916	Consolidated Fleet Services Inc			Check Sequence: 29
2020MY0020	FEET OF GROUND LADDERS, HEAT SENSORS, UNIT LADDER 1530	1,352.40	03/03/2020	001-014-5-360-00

Check Total: 1,352.40

Vendor: 2527	Constellation NewEnergy Gas Division, LLC			Check Sequence: 30
2823502	GAS SERVICES	61.44	03/03/2020	001-012-5-330-00
2823502	GAS SERVICES	167.39	03/03/2020	001-014-5-330-00
2823502	GAS SERVICES	181.16	03/03/2020	201-202-5-330-00
2823502	GAS SERVICES	228.14	03/03/2020	301-301-5-330-00
2823502	GAS SERVICES	1,977.77	03/03/2020	009-009-5-330-00
2823502	GAS SERVICES	106.29	03/03/2020	009-016-5-330-00
2823502	GAS SERVICES	335.46	03/03/2020	001-017-5-330-00
2823502	GAS SERVICES	75.54	03/03/2020	111-111-5-330-00
2823502	GAS SERVICES	172.53	03/03/2020	001-014-5-330-00

Check Total: 3,305.72

Vendor: 2345	Crawford, Murphy & Tilly Inc			Check Sequence: 31
0207847	PROFESSIONAL SERVICES 1/1/20-1/31/20- ONCALL PLANNING- SHANSON	720.00	03/03/2020	001-013-5-390-00

Check Total: 720.00

Vendor: 2518	DALECHEK TECHNOLOGY GROUP			Check Sequence: 32
7043	SQL MIGRATION	65.00	03/03/2020	101-104-5-391-00
7043	SQL MIGRATION	195.00	03/03/2020	301-304-5-391-00
7043	SQL MIGRATION	65.00	03/03/2020	301-303-5-391-00
7043	SQL MIGRATION	65.00	03/03/2020	301-301-5-391-00
7043	SQL MIGRATION	260.00	03/03/2020	101-101-5-391-00
7043	SQL MIGRATION	130.00	03/03/2020	009-503-5-391-00
7043	SQL MIGRATION	260.00	03/03/2020	009-016-5-391-00
7043	SQL MIGRATION	65.00	03/03/2020	201-203-5-391-00
7043	SQL MIGRATION	908.25	03/03/2020	001-011-5-391-00
7043	SQL MIGRATION	162.00	03/03/2020	001-013-5-391-00
7043	SQL MIGRATION	65.00	03/03/2020	007-007-5-391-00
7043	SQL MIGRATION	227.00	03/03/2020	111-111-5-391-00
7043	SQL MIGRATION	65.00	03/03/2020	201-201-5-391-00
7043	SQL MIGRATION	455.00	03/03/2020	401-401-5-391-00
7043	SQL MIGRATION	844.00	03/03/2020	001-012-5-391-00
7043	SQL MIGRATION	130.00	03/03/2020	201-202-5-391-00
7043	SQL MIGRATION	65.00	03/03/2020	101-102-5-391-00
7043	SQL MIGRATION	65.00	03/03/2020	001-014-5-391-00
7043	SQL MIGRATION	130.00	03/03/2020	001-017-5-391-00
7043	SQL MIGRATION	455.00	03/03/2020	009-009-5-391-00

Check Total: 4,676.25

Vendor: 2611	Dell Marketing L P			Check Sequence: 33
10373990820	Power Edge R640 server - MLK Motherboard	14,548.60	03/03/2020	111-111-5-530-00
10373990820	Power Edge R640 server	9,893.40	03/03/2020	111-111-5-530-00



	Check Total:		24,442.00		
Vendor: 5050	DexYP				Check Sequence: 34
610044324571	MONTHLY PHONE LISTING	52.50		03/03/2020	111-111-5-390-00
610044324571	MONTHLY PHONE LISTING	36.30		03/03/2020	001-012-5-390-00
610044324571	MONTHLY PHONE LISTING	87.40		03/03/2020	001-011-5-390-00
610044324571	MONTHLY PHONE LISTING	48.80		03/03/2020	101-101-5-390-00
	Check Total:		225.00		
Vendor: 10058	Drive Social Media				Check Sequence: 35
24182	SOCIAL MEDIA MONTHLY SERVICE	1,166.67		03/03/2020	007-007-5-390-33
	Check Total:		1,166.67		
Vendor: 679	Essenpreis Plumbing & Htg				Check Sequence: 36
30225	FAUCET	93.52		03/03/2020	009-009-5-450-00
	shower arm/head pipe was broken in the wall	148.75		03/03/2020	009-009-5-390-00
	Check Total:		242.27		
Vendor: 382	Fabick Rents				Check Sequence: 37
PITR0050483	Elements, Filters, CAT DEO-ULS	196.70		03/03/2020	301-304-5-450-00
	Check Total:		196.70		
Vendor: 2786	Fastenal				Check Sequence: 38
ILHIG77083	HARDWARE SUPPLIES	156.84		03/03/2020	111-111-5-430-00
	Check Total:		156.84		
Vendor: 4089	Leslie E Fear				Check Sequence: 39
B-19-190138	2912 Herzog Ln - Electrical Rough-in Inspection	240.00		03/03/2020	001-013-5-390-81
B-19-190334	1301 9th St & 805 Cypress St - Electrical Rough-in Inspection	120.00		03/03/2020	001-013-5-390-81
B-19-190341	120 Exeutive Dr - Final Electrical Inspection	560.00		03/03/2020	001-013-5-390-81
B-20-020015	1325 Pine St - Electrical Rough-in Inspection	30.00		03/03/2020	001-013-5-390-81
B-20-020016	2670 Plaza Dr - Electrical Rough-in Inspection	200.00		03/03/2020	001-013-5-390-81
E-20-020020	1414 Poplar St - Service Panel Inspection	45.00		03/03/2020	001-013-5-390-81
	Check Total:		1,195.00		
Vendor: 20345	Fens Fitness, LLC				Check Sequence: 40
thru feb 17	fitness personal trainer fees	46.68		03/03/2020	009-009-5-390-09
	Check Total:		46.68		
Vendor: 2191	Ferrellgas				Check Sequence: 41
1110529392	PROPANE- SEWER PLANT	178.46		03/03/2020	301-304-5-330-00
	Check Total:		178.46		
Vendor: 745	Fletcher Reinhardt Company				Check Sequence: 42
S1215436.001	HPI-55-4	262.80		03/03/2020	101-104-5-430-00
S1215436.001	GEP-5A	330.00		03/03/2020	101-104-5-430-00
S1215737.001	E940L	23.25		03/03/2020	101-104-5-430-00
S1215737.001	E940K	11.00		03/03/2020	101-104-5-430-00
	Check Total:		627.05		
Vendor: 1654	Fox Sports Net St. Louis LLC				Check Sequence: 43
R27320	FEBRUARY VIDEO CONTENT FEE	9,459.45		03/03/2020	111-111-5-390-52
	Check Total:		9,459.45		
Vendor: 788	Frost Electric Supply Co				Check Sequence: 44
S413224.001	PARTS FOR SHOP	234.83		03/03/2020	101-104-5-430-00
S4132483.001	PARTS FOR SHOP	60.64		03/03/2020	101-104-5-430-00
S4135429.001	PARTS FOR SHOP	209.22		03/03/2020	101-104-5-430-00
	Check Total:		504.69		
Vendor: 5660	GERSTNER PLUMBING CO.				Check Sequence: 45
40436	REPLACE 6 GALLON WATER HEATER AT PW BLDG 6/27/2019	500.00		03/03/2020	001-011-5-470-00
	Check Total:		500.00		
Vendor: 2226	GLOBAL TECHNICAL SYSTEMS, INC				Check Sequence: 46
141000514-1	KENWOOD RADIO REPAIRS, BELT CLIP, LABOR	465.00		03/03/2020	401-401-5-360-00
	Check Total:		465.00		
Vendor: 858	Graybar				Check Sequence: 47
9314444634	D2050162G Industrial Staples	610.00		03/03/2020	101-104-5-430-00
9314502242	FLUKE-374 FC	595.26		03/03/2020	101-104-5-470-00
9314667079	10' FIBER CABLE ASSEMBLY (C ENTERPRISES)	1,721.00		03/03/2020	111-111-5-530-00
	Check Total:		2,926.26		
Vendor: 3333	GREAT LAKES DATA SYSTEMS				Check Sequence: 48

0120863-IN	HCS BILLING SUPPLIES	1,540.08	03/03/2020	111-111-5-410-00
	Check Total:	1,540.08		
Vendor: 8271 thru 2/20/20	Howard Harris swim stroke personal trainer fees	375.00	03/03/2020	Check Sequence: 49 009-009-5-390-09
	Check Total:	375.00		
Vendor: 936 2617	Highland Chamber Of Commerce gift cert for instructors	200.00	03/03/2020	Check Sequence: 50 009-016-5-390-66
	Check Total:	200.00		
Vendor: 1423 200-301537 200-303703220 200-303706220 200-303712220 200-303713 200-303714 200-303716 200-304025 200-304045 200-369460 200-369460 200-527315	Highland Communication Services HCS SERVICES- HCS telephone/tv/computer services KRC telephone/tv/computer services WCC telephone/tv/computer services PARK MAINT SHED HCS SERVICES- FIRE STATION #2 COMMUNICATION SERVICE PHONE/TV/INTERNET POLICEDEPT HCS SERVICES- FIRE STATION #1 HCS SERVICES- HACSM COMMUNICATION SERVICE COMMUNICATION SERVICE Enterprise Bundle 02/08/2020 to 03/07/2020	493.39 334.23 2.00 2.00 2.00 2.00 494.90 2.00 51.95 85.95 85.95 158.00	03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020	Check Sequence: 51 111-111-5-390-50 009-009-5-390-50 009-016-5-390-50 009-016-5-390-50 001-014-5-390-50 101-102-5-390-50 001-012-5-390-50 401-401-5-390-50 001-011-5-390-50 001-013-5-390-50 101-101-5-390-50 001-013-5-310-00
	Check Total:	1,714.37		
Vendor: 1537 945704	Highland Optimist Club TRASH BAGS FOR CENTRAL PURCHASING	802.00	03/03/2020	Check Sequence: 52 001-000-0-157-00
	Check Total:	802.00		
Vendor: 3199 329397	Home Nursery Inc replacement trees glik park and qb club	281.30	03/03/2020	Check Sequence: 53 009-016-5-390-22
	Check Total:	281.30		
Vendor: 1014 18814 18840	Houseman Supply Inc NON PROGRAMMABLE THERMOSTAT- FIRE HOUSE 2 TWIN PACK WATER FILTERS- STATION #2	132.99 18.00	03/03/2020 03/03/2020	Check Sequence: 54 001-014-5-380-00 001-014-5-430-00
	Check Total:	150.99		
Vendor: 1867 20-00883586	Howard Technology Solutions COMPUTER FOR HILLARY HELD- DELL LATITUDE 5500 CORE	989.00	03/03/2020	Check Sequence: 55 009-009-5-391-00
	Check Total:	989.00		
Vendor: 1065 20-01011	Illinois Municipal Utilities Association JAN SAFETY TRAINING & ANNUAL MATERIAL FEE	850.00	03/03/2020	Check Sequence: 56 101-104-5-240-00
	Check Total:	850.00		
Vendor: 4671 ballroom dance	It's Party Time ballroom dance class table clothes	54.00	03/03/2020	Check Sequence: 57 009-016-5-390-66
	Check Total:	54.00		
Vendor: 5661 0034425	JERRYS TRANSMISSION SERVICE, INC. CUP HOLDER, RUB RAIL, MOUNT, AND ENDS	186.68	03/03/2020	Check Sequence: 58 401-401-5-460-00
	Check Total:	186.68		
Vendor: 3083 S630705-IN	JM TEST SYSTEMS INC TEST- INSULATED HOODS/ COVERS U	273.00	03/03/2020	Check Sequence: 59 101-104-5-390-00
	Check Total:	273.00		
Vendor: 1207 85940	Korte Meat Processing ballroom dance class sausage and cheese tray	42.00	03/03/2020	Check Sequence: 60 009-016-5-390-66
	Check Total:	42.00		
Vendor: 1258 495612	Leon Uniform Company Inc EMS UNIFORM SUPPLIES	127.90	03/03/2020	Check Sequence: 61 401-401-5-440-00
	Check Total:	127.90		
Vendor: 4438 BRINKER GILOMEN	London Shoe Shop CARHART BIBS FOR BEN BRINKER CARHART BIBS FOR DUSTIN GILOMEN	97.29 97.29	03/03/2020 03/03/2020	Check Sequence: 62 301-303-5-440-00 201-203-5-440-00
	Check Total:	194.58		
Vendor: 24 B-19-190143	Craig Loyet 2930 Herzog Ln - Underfloor Plumbing Inspection	47.50	03/03/2020	Check Sequence: 63 001-013-5-390-82

B-20-020015	1325 Pine St - Plumbing Rough-in Inspection	15.50	03/03/2020	001-013-5-390-82
	Check Total:	63.00		
Vendor: 5181 1820-R8	LOYET-ARCHITECTS POLICE DEPT REDSIGN ARCHITECT SERVICES 45%	17,875.00	03/03/2020	Check Sequence: 64 012-012-5-505-00
	Check Total:	17,875.00		
Vendor: 2941 2019-12H	MADISON COUNTY INFORMATION TECHNOLOGY MADISON CO LEADS LEASE FOR POLICE DEPT	24.28	03/03/2020	Check Sequence: 65 001-012-5-340-00
	Check Total:	24.28		
Vendor: 4699	Mastercard			Check Sequence: 66
0507 LATHAM	CELL PHONE SERVICE FOR CITY MANAGER PHONE	142.08	03/03/2020	001-011-5-310-00
0507 LATHAM	AIRFARE FOR FLIGHT HOME FROM SGR LEADERSHIP CONF- MLATHAM	196.00	03/03/2020	001-011-5-240-00
0507 LATHAM	HOTEL FOR ILCMA CONFERENCE- MLATHAM	159.04	03/03/2020	001-011-5-240-00
0507 LATHAM	HOTEL DURNING SGR LEADERSHIP CONF HURST, TX- BSPERANEO	268.94	03/03/2020	001-013-5-240-00
0507 LATHAM	HOTEL DURNING SGR LEADERSHIP CONF HURST, TX- MLATHAM	268.94	03/03/2020	001-011-5-240-00
0663 CH	SHIPPING CHARGES	4.39	03/03/2020	001-012-5-320-00
0663 CH	BATTERIES FOR BATTERY BACK UP SECURITY SYSTEM	19.95	03/03/2020	001-011-5-430-00
1257	SGR CONFERENCE UBER CHARGE	22.60	03/03/2020	101-101-5-240-00
1257	SGR CONFERENCE UBER CHARGE	50.44	03/03/2020	101-101-5-240-00
1257	SGR CONFERENCE UBER CHARGE	22.00	03/03/2020	101-101-5-240-00
1257	RETURN FLIGHT FORM LEADERSHIP CONFERENCE	196.00	03/03/2020	101-101-5-240-00
1257	SGR CONFERENCE- ROOM CHARGE	268.94	03/03/2020	101-101-5-240-00
1257	SGR CONFERENCE AIRPORT PARKING	66.00	03/03/2020	101-101-5-240-00
1257	SGR CONFERENCE UBER CHARGE	54.00	03/03/2020	101-101-5-240-00
1893	TONY GAFFNER BOOTS	126.00	03/03/2020	101-102-5-440-00
1893	4 FLOOD LIGHTS	271.96	03/03/2020	101-104-5-430-00
1893	BREANN FLIGHT TO DC	350.96	03/03/2020	001-013-5-240-00
1893	INTERIOR DETAIL ON BREANN SUV	65.00	03/03/2020	001-013-5-390-00
1935 SLOVER	UBER SERVICES DURING SGR LEADERSHIP CONFERENCE HURST, TX	189.45	03/03/2020	001-011-5-240-00
1943 HUBBARD	IDC MEETING/LUNCHEON SPECIAL SESSION- MAZZIOS	59.59	03/03/2020	007-007-5-390-00
1943 HUBBARD	CENSUS MEETING/LUNCHEON- JIMMY JOHNS	62.19	03/03/2020	007-007-5-390-00
1943 HUBBARD	URBAN LAND INSTITUTE NON MEMBER REGISTRATION- MHUBBARD	25.00	03/03/2020	007-007-5-390-00
1943 HUBBARD	HOTEL FOR SGR LEADERSHIP CONF HURST, TX- MHUBBARD	268.94	03/03/2020	007-007-5-240-00
2040mark0120	party drink pitchers	43.05	03/03/2020	009-009-5-430-00
2040mark0120	lockerroom shower curtains	71.51	03/03/2020	009-009-5-430-00
2040mark0120	lockerroom shower curtains	-71.51	03/03/2020	009-009-5-430-00
2040mark0120	Ryan and Mark Conference	160.00	03/03/2020	009-016-5-240-00
2040mark0120	printer ribbon for card membership printer	60.24	03/03/2020	009-009-5-430-00
2040mark0120	jacket for Ryan H replace damaged one	74.36	03/03/2020	009-016-5-440-00
2040mark0120	salt spreader for sidewalks	287.98	03/03/2020	009-016-5-470-00
2040mark0120	reimbursement for cancelled food service test for lucas	-47.00	03/03/2020	009-016-5-240-00
5979-PW	IRWA Conference 2-19-2020 - Randy R., Torre R., Travis T.	435.00	03/03/2020	201-203-5-240-00
5979-PW	IRWA Conference -WRF: Ron D., Dan N., Rich K.	435.00	03/03/2020	301-304-5-240-00
7232 KORTE	HOTEL DEPOSIT FOR SPRINGBROOK USER CONF 5/11-5/14/20 KKORTE	268.94	03/03/2020	001-011-5-240-00
7232 KORTE	REGISTRATION FOR SPRINGBROOK USER CONF 5/11-5/14/20 KKORTE CEMIG	1,300.00	03/03/2020	001-011-5-240-00
7232 KORTE	FLIGHT FOR SPRINGBROOK USER CONF 5/11-5/14/20 KKORTE & CEMIG	841.92	03/03/2020	001-011-5-240-00
7232 KORTE	HOTEL DEPOSIT FOR SPRINGBROOK USER CONF 5/11-5/14/20 CEMIG	268.94	03/03/2020	001-011-5-240-00
7356 PUBLICSAFE	BLS CARDS 20 CARDS	100.00	03/03/2020	401-401-5-390-00
7356 PUBLICSAFE	BLS CARDS 15 CARDS	75.00	03/03/2020	401-401-5-390-00
7356 PUBLICSAFE	FLIGHT- FOR SGR LEADERSHIP CONFERENCE- BWILSON	534.80	03/03/2020	401-401-5-240-00
7356 PUBLICSAFE	HOTEL - FOR SGR LEADERSHIP CONFERENCE- BWILSON	268.94	03/03/2020	401-401-5-240-00
7356 PUBLICSAFE	AIRPORT PARKING- FOR SGR LEADERSHIP CONFERENCE	66.00	03/03/2020	401-401-5-240-00
7918nancy0120	various \$10 gift cert for attendance prizes for city award night	240.00	03/03/2020	001-011-5-390-00
7918nancy0120	dessert for the city awards night- a piece of cake	437.30	03/03/2020	001-011-5-390-00
7918nancy0120	HInge	64.24	03/03/2020	009-016-5-450-00
7918nancy0120	Young at heart trip deposit - Maldaner's rest.	200.00	03/03/2020	009-016-5-390-66
7918nancy0120	Young at heart trip deposit Amish tours	50.00	03/03/2020	009-016-5-390-66
7918nancy0120	Young at heart trip tour pmt - springfield	300.00	03/03/2020	009-016-5-390-66
7918nancy0120	table clothes for the sunday dance in February	28.00	03/03/2020	009-016-5-390-66
9063 IMMING	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	25.00	03/03/2020	111-111-5-390-33
9063 IMMING	TRAINING FOR WEB TEAM- URBAN FARMHOUSE LUNCHEON	7.99	03/03/2020	001-012-5-390-00
9063 IMMING	TEAMVIEWER BUSINESS SUBSCRIPTION LICENSE 1/15/20-1/14/2021	588.00	03/03/2020	301-304-5-391-00
9063 IMMING	TRAINING FOR WEB TEAM- URBAN FARMHOUSE LUNCHEON	7.99	03/03/2020	001-011-5-390-00
9063 IMMING	FACEBOOK ADVERTISING 12/1/19-1/31/2020	392.85	03/03/2020	111-111-5-390-33
9063 IMMING	MASTERCARD CHARGE	14.29	03/03/2020	001-011-5-391-00
9063 IMMING	TRAINING FOR WEB TEAM- URBAN FARMHOUSE LUNCHEON	7.99	03/03/2020	001-013-5-390-00
9063 IMMING	FLIGHTS FOR BAM20 CONFERENCE- AIMMING & JBAUER	1,115.92	03/03/2020	111-111-5-240-00
9063 IMMING	TRAINING FOR WEB TEAM- URBAN FARMHOUSE LUNCHEON	7.99	03/03/2020	101-101-5-390-00
ALLEN	GUN SAFE FOR CHARLES ALLEN	149.99	03/03/2020	001-012-5-440-00
CLEWISBABY	FLOWERS FOR CLEWIS NEW BABY GIRL	41.00	03/03/2020	001-012-5-390-00
CREDIT HOTEL	CREDIT FOR HOTEL STAY, S/A'S OFFICE PAID	-194.83	03/03/2020	001-012-5-240-00
data911	RETURN REAR CAMERA FOR REPAIR TODATA911	13.00	03/03/2020	001-012-5-320-00
FEENY	KNIFE FOR D. FEENY	82.85	03/03/2020	001-012-5-440-00
FLAKEMEAL	MEAL 4 FLAKE WHILE IN GA; HE WILL REIMBURSE	9.14	03/03/2020	001-012-5-240-00
hotelflake	HOTEL FOR FLAKE GA. WE WERE REIMBURSED	194.83	03/03/2020	001-012-5-240-00
STEINBECK	STEINBECK BOOTS, SHIRTS AND KNIFE	247.94	03/03/2020	001-012-5-440-00
	Check Total:	12,363.06		
Vendor: 1328 January	Mazzio's Pizza party pizzas for january 2020	899.00	03/03/2020	Check Sequence: 67 009-009-5-430-00
	Check Total:	899.00		

Vendor: 4069 BRIAN	Brian McClenahan SPECIAL EVENT SHOES FOR P096	93.81	03/03/2020	Check Sequence: 68 001-012-5-440-00
	Check Total:	93.81		
Vendor: 5222 761 BURGOYNE 761 LAWRENCE 761 LEICHSENRRIN	MCFA DEATH BENEFIT DEATH BENEFITS- DEWEY BURGOYNE # 1388 ROSEWOOD HEIGHTS DEATH BENEFITS- GEORGE LAWRENCE #1387 MEADOWBROOK DEATH BENEFITS- JERALD LEICHSENRRING # 1389 HAMEL	81.00 81.00 81.00	03/03/2020 03/03/2020 03/03/2020	Check Sequence: 69 001-014-5-390-00 001-014-5-390-00 001-014-5-390-00
	Check Total:	243.00		
Vendor: 754 04981 144414	McGinley Inc COOLANT LEAK, REPLACED WATER PUMP, THEROST ON 04 RAM TRUCK RADIATOR HOSE	898.96 72.26	03/03/2020 03/03/2020	Check Sequence: 70 101-104-5-360-10 101-104-5-460-00
	Check Total:	971.22		
Vendor: 20840 780448	Jordan Medina membership reimbursement - new city employee	80.10	03/03/2020	Check Sequence: 71 009-009-4-347-21
	Check Total:	80.10		
Vendor: 5257 2001-3035	MID-STATE CONSULTANTS FIELD VERIFICATION- LCC #1 PRESTIGE ESTATES	236.00	03/03/2020	Check Sequence: 72 111-114-5-505-00
	Check Total:	236.00		
Vendor: 20785 2630 2664 2676	Midwest Mulch & Compost mulch for square mulch for city square mulch for city square	8.56 250.00 500.00	03/03/2020 03/03/2020 03/03/2020	Check Sequence: 73 009-016-5-430-00 009-016-5-430-00 009-016-5-430-00
	Check Total:	758.56		
Vendor: 1386 2013471	Midwest Municipal Supply Inc Repair Clamp	251.08	03/03/2020	Check Sequence: 74 201-203-5-430-00
	Check Total:	251.08		
Vendor: 2929 IN1424499	MUNICIPAL EMERGENCY SERVICES, INC. EMS UNIFORM SUPPLIES- REPLACEMENTS	174.16	03/03/2020	Check Sequence: 75 401-401-5-440-00
	Check Total:	174.16		
Vendor: 1446 50844	National Band & Tag Co PET TAGS	227.66	03/03/2020	Check Sequence: 76 001-012-5-390-00
	Check Total:	227.66		
Vendor: 1987 57051510	Neopost USA Inc POSTAGE MACHINE METER RENTAL 10/1/19- 12/31/2019	223.82	03/03/2020	Check Sequence: 77 001-011-5-340-00
	Check Total:	223.82		
Vendor: 5658 320446 320447	NEXSTAR BROADCASTING, INC. JANUARY VIDEO CONTENT FEE- NEXSTAR JANUARY VIDEO CONTENT FEE- WGN AMERICA	5,355.90 389.52	03/03/2020 03/03/2020	Check Sequence: 78 111-111-5-390-52 111-111-5-390-52
	Check Total:	5,745.42		
Vendor: 3903 0985-148438	O'Reilly Automotive Inc. 2015 ford f250 master lock and led mini bulb	64.03	03/03/2020	Check Sequence: 79 009-016-5-460-00
	Check Total:	64.03		
Vendor: 2139 32255 32257 32258 32260 32261 32262 32264 32265	Oates Associates Inc CSXT RAILROAD CUL VERT MODIFICATION CONSTRUCTION SERVICES IL RTE 160 SHARED USE PATH CONNECTOR HEMLOCK TRAFFIC SIGNAL PLANS- RR PREEMPTION IL RTE 160 SHARED USE PATH CONSTRUCTION SERVICES BROADWAY RESURFACING CONSTRUCTION SERVICES 6TH STREET RECONSTRUCTION PHASE 2 STP APPLICATION WALNUT AND MAIN STREET PARKING LOT PARK PARKING LOT LAYOUT- RINDERER PARK	1,207.50 1,885.00 3,572.50 3,790.00 5,512.50 780.00 2,630.00 1,667.50	03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020 03/03/2020	Check Sequence: 80 007-007-5-505-00 009-016-5-505-00 050-050-5-505-00 009-016-5-505-00 050-050-5-505-00 001-017-5-230-00 001-017-5-505-00 009-016-5-505-00
	Check Total:	21,045.00		
Vendor: 3462 21060 21060	OCCUPATIONAL HEALTH & WELLNESS EMPLOYMENT PHYSICAL- JORDAN MEDINA EMS VACCINATION- MARC BARTELS	85.00 55.00	03/03/2020 03/03/2020	Check Sequence: 81 001-012-5-390-00 401-401-5-390-00
	Check Total:	140.00		
Vendor: 1574 465556561 47148056 49791557	Pepsi soda/water/gatorade - KRC soda/water/gatorade - KRC soda/water/gatorade - WCC	315.09 1,038.98 377.83	03/03/2020 03/03/2020 03/03/2020	Check Sequence: 82 009-009-5-430-50 009-009-5-430-50 009-016-5-430-50

	Check Total:		1,731.90		
Vendor: 2677	PERSONAL PREFERENCE SERVICES				Check Sequence: 83
8163	JANUARY CLEANING SERVICE	69.00		03/03/2020	111-111-5-390-00
8168	JANUARY CLEANING SERVICES	130.00		03/03/2020	001-013-5-380-00
8168	JANUARY CLEANING SERVICES	130.00		03/03/2020	101-101-5-380-00
	Check Total:		329.00		
Vendor: 2474	Plocher Construction Company, Inc.				Check Sequence: 84
7	HIGHLAND WATER RECLAMATION FACILITY IMPROVEMENTS	1,536,516.17		03/03/2020	301-304-5-550-00
	Check Total:		1,536,516.17		
Vendor: 366	Polydyne, Inc.				Check Sequence: 85
1427623	Tote Clarifloc CE-1469 Polymer & Shipping	3,261.40		03/03/2020	301-304-5-490-00
	Check Total:		3,261.40		
Vendor: 20841	Caroline Potthast				Check Sequence: 86
779718	YAH cancelled trip - reimbursment	75.00		03/03/2020	009-016-4-371-66
	Check Total:		75.00		
Vendor: 1773	Power Line Supply				Check Sequence: 87
56444121	TAP04CUSOL-00	500.00		03/03/2020	101-104-5-540-30
56445103	201 Aervoe- Red Marking Paint	53.64		03/03/2020	101-104-5-430-00
56446427	D-124-1.5 1704J50	1,660.00		03/03/2020	101-104-5-430-00
	Check Total:		2,213.64		
Vendor: 5659	STEVEN PRICE				Check Sequence: 88
SEMINAR	PER DIEM FOR LOCATOR CERTIFICATION SEMINAR MANTENO, IL 3/11-3/13	133.00		03/03/2020	101-104-5-240-00
	Check Total:		133.00		
Vendor: 3354	PRILL'S GARAGE				Check Sequence: 89
22158	1542 STATE INSPECTION	33.00		03/03/2020	401-401-5-360-10
	Check Total:		33.00		
Vendor: 3377	Quality Testing & Eng Inc				Check Sequence: 90
20200029	HIGHLAND WATER RECLAMATION FAC PROJECT 17-0365-C	2,785.50		03/03/2020	301-304-5-550-00
	Check Total:		2,785.50		
Vendor: 20789	Quench USA, Inc				Check Sequence: 91
INV02296165	water machine	55.00		03/03/2020	009-009-5-390-00
	Check Total:		55.00		
Vendor: 1238	Reding Tire & Battery Inc				Check Sequence: 92
2117102	SQUAD 1, OIL,LUBE AND FILTER / TIRE REPAIR	48.95		03/03/2020	001-012-5-360-10
2117121	Tire Repair - Truck #54	10.00		03/03/2020	301-303-5-460-00
2117121	Tire Repair - Truck #54	10.00		03/03/2020	201-203-5-460-00
2117137	TRUCK 99 TIRE REPAIR	50.00		03/03/2020	101-104-5-360-10
2117152	TRENCHER TIRE REPAIR	20.00		03/03/2020	101-104-5-360-10
	Check Total:		138.95		
Vendor: 3604	KEITH W. REECE				Check Sequence: 93
INVREIMB.	REIMBURSEMENT FOR 2 VACUUM INSULATED CARAFE- CITY HALL	35.17		03/03/2020	001-011-5-410-00
	Check Total:		35.17		
Vendor: 2224	ROBERT (BOB) SANDERS WASTE SYSTEMS, INC.				Check Sequence: 94
241909	PW RECYCLING SERVICES	7.50		03/03/2020	001-017-5-390-00
241909	KRC RECYCLING SERVICES	15.00		03/03/2020	009-009-5-390-00
241909	CITY HALL RECYCLING SERVICES	7.50		03/03/2020	001-011-5-390-00
241909	RESIDENTIAL AND COMMERCIAL TRASH SERVICES	118,636.20		03/03/2020	713-713-5-390-00
241909	PD RECYCLING SERVICES	15.00		03/03/2020	001-012-5-390-00
241909	2610 PLAZA DR RECYCLING SERVICES	15.00		03/03/2020	001-013-5-390-00
	Check Total:		118,696.20		
Vendor: 1851	HAROLD SCHELLENGER				Check Sequence: 95
	WCC senior meeting entertainment	75.00		03/03/2020	009-016-5-390-65
	Check Total:		75.00		
Vendor: 1884	Schulte Supply Inc				Check Sequence: 96
S1157869.001	6" x 30" Repair Clamp	435.28		03/03/2020	201-203-5-430-00
	Check Total:		435.28		
Vendor: 1587	Timothy Singler				Check Sequence: 97
B-19-190143	2930 Herzog Ln - Underfloor Plumbing Inspection	47.50		03/03/2020	001-013-5-390-82
B-20-020015	1325 Pine St - Plumbing Rough-In Inspection	15.50		03/03/2020	001-013-5-390-82



480027178-0001	AIR CARDS	-19.74	03/03/2020	111-111-5-390-50
480027178-0001	CELL PHONE CHARGES	47.00	03/03/2020	201-203-5-310-00
480027178-0001	CELL PHONE CHARGES	47.00	03/03/2020	001-017-5-310-00
480027178-0001	CELL PHONE CHARGES	47.00	03/03/2020	201-201-5-310-00
480027178-0001	AIR CARDS	216.10	03/03/2020	001-012-5-390-50
480027178-0001	CELL PHONE CHARGES	503.00	03/03/2020	001-012-5-310-00
480027178-0001	CELL PHONE CHARGES	235.00	03/03/2020	009-016-5-310-00
480027178-0001	CELL PHONE CHARGES	50.00	03/03/2020	009-009-5-310-00
480027178-0001	CELL PHONE CHARGES	60.00	03/03/2020	001-011-5-310-00
480027178-0001	CELL PHONE CHARGES	66.99	03/03/2020	001-011-5-310-00
480027178-0001	CELL PHONE CHARGES	94.00	03/03/2020	001-011-5-310-00
480027178-0001	AIR CARDS	119.02	03/03/2020	001-014-5-390-50
480027178-0001	CELL PHONE CHARGES	169.43	03/03/2020	001-011-5-310-00
480027178-0001	CELL PHONE CHARGES	174.63	03/03/2020	111-111-5-310-00
480027178-0001	CELL PHONE CHARGES	275.00	03/03/2020	401-401-5-310-00
480027178-0001	CELL PHONE CHARGES	94.01	03/03/2020	101-104-5-310-00
480027178-0001	CELL PHONE CHARGES	171.00	03/03/2020	101-101-5-310-00
480027178-0001	AIR CARDS	36.01	03/03/2020	001-013-5-390-50
480027178-0001	AIR CARDS	36.01	03/03/2020	111-111-5-390-50
480027178-0001	CELL PHONE CHARGES	47.00	03/03/2020	007-007-5-310-00
480027178-0001	AIR CARDS	145.31	03/03/2020	111-111-5-390-50
480027178-0001	AIR CARDS	36.01	03/03/2020	001-013-5-390-50
480027178-0001	AIR CARDS	36.01	03/03/2020	001-013-5-390-50
480027178-0001	AIR CARDS	36.01	03/03/2020	001-013-5-390-50
480027178-0001	AIR CARDS	36.01	03/03/2020	111-111-5-390-50

Check Total: 3,536.87

Vendor: 1964	VUBIQUITY INC.			Check Sequence: 111
246511	JANUARY VIDEO CONTENT FEE	2,500.00	03/03/2020	111-111-5-390-52

Check Total: 2,500.00

Vendor: 2145	Wal Mart Community/GEMB			Check Sequence: 112
0444530	WAL-MART OPERATING SUPPLIES	9.40	03/03/2020	301-304-5-430-00
0444530	WAL-MART OPERATING SUPPLIES	138.00	03/03/2020	009-503-5-470-00
0444530	WAL-MART OPERATING SUPPLIES	50.10	03/03/2020	009-016-5-450-00
0444530	WAL-MART OPERATING SUPPLIES	107.75	03/03/2020	009-009-5-430-50
0444530	WAL-MART OPERATING SUPPLIES	45.80	03/03/2020	009-009-5-450-00
0444530	WAL-MART OPERATING SUPPLIES	321.34	03/03/2020	009-009-5-430-00
0444530	WAL-MART OPERATING SUPPLIES	202.12	03/03/2020	009-016-5-430-00
0444530	WAL-MART OPERATING SUPPLIES	74.33	03/03/2020	001-012-5-430-00
0444530	WAL-MART OPERATING SUPPLIES	117.37	03/03/2020	009-016-5-390-66
0444530	WAL-MART OPERATING SUPPLIES	80.92	03/03/2020	009-016-5-460-00
0444530	WAL-MART OPERATING SUPPLIES	16.88	03/03/2020	101-101-5-430-00
0444530	WAL-MART OPERATING SUPPLIES	59.35	03/03/2020	001-014-5-430-00
0444530	WAL-MART OPERATING SUPPLIES	118.12	03/03/2020	001-011-5-430-00

Check Total: 1,341.48

Vendor: 2286	WALZ LABEL AND MAILING			Check Sequence: 113
224674	POSTAGE MACHINE SERVICE AGREEMENT RENEWAL 3/1/20-3/1/2021	701.00	03/03/2020	001-011-5-340-00

Check Total: 701.00

Vendor: 4979	Watts Copy Systems Inc.			Check Sequence: 114
965647	COPIER LEASE/USAGE- LANA'S COPIER	62.21	03/03/2020	111-111-5-340-00
965647	COPIER LEASE/USAGE- LANA'S COPIER	62.21	03/03/2020	001-011-5-340-00

Check Total: 124.42

Vendor: 2167	Weldon Williams & Lick			Check Sequence: 115
307623	boat license/tags	1,239.25	03/03/2020	009-016-5-390-00
307624	boat license/tags	763.02	03/03/2020	009-016-5-390-00

Check Total: 2,002.27

Vendor: 1963	WEX BANK			Check Sequence: 116
63637881	JANUARY FUEL	82.56	03/03/2020	001-014-5-420-00
63637881	JANUARY FUEL	154.52	03/03/2020	401-401-5-420-00
63637881	JANUARY FUEL	203.23	03/03/2020	101-101-5-420-00
63637881	JANUARY FUEL	187.99	03/03/2020	101-104-5-420-00
63637881	JANUARY FUEL	110.53	03/03/2020	001-013-5-420-00
63637881	JANUARY FUEL	122.54	03/03/2020	111-111-5-420-00
63637881	JANUARY FUEL	1,099.05	03/03/2020	009-016-5-420-00
63637881	JANUARY FUEL	3,121.42	03/03/2020	001-012-5-420-00
63637881	JANUARY FUEL	628.66	03/03/2020	101-102-5-420-00
63637881	JANUARY FUEL	190.16	03/03/2020	001-017-5-420-00
63637881	JANUARY FUEL	212.66	03/03/2020	201-203-5-420-00
63637881	JANUARY FUEL	38.44	03/03/2020	201-202-5-420-00
63637881	JANUARY FUEL	97.54	03/03/2020	001-011-5-420-00
63637881	JANUARY FUEL	212.67	03/03/2020	301-303-5-420-00
63637881	JANUARY FUEL	295.76	03/03/2020	301-304-5-420-00

Check Total: 6,757.73

Vendor: 2311	ZirMed INC.			Check Sequence: 117
987448	MONTHLY PROFESSIONAL CLAIMS/REMITTANCE ADVICE FEES	130.20	03/03/2020	401-401-5-390-00

Check Total: 130.20

Vendor: 172  
FEBRUARY

Duane E. Zobrist  
HCS FEBRUARY SIGN RENTAL

110.00

03/03/2020

Check Sequence: 118  
111-111-5-390-33

Check Total: 110.00

**GRAND TOTAL:** \$ 1,935,573.76

Total of Number of Checks: 118