



LAKE FOREST LIBRARY BOARD OF TRUSTEES

Lake Forest Library, 360 East Deerpath Road, Lake Forest, IL 60045

Kasian Room, Lower Level

Tuesday, July 12, 2022, 7:30 pm

Regular Meeting

The Lake Forest Library provides members of the public present at the meetings with an opportunity to participate in the meeting. No prior registration is necessary. The meeting agenda and materials are available on the Library website. The meeting will be recorded. The minutes of the meeting will be available on the Library website after they are approved by the Library Board of Trustees. Current and past meeting information, including recordings, is available at: www.lakeforestlibrary.org/board-minutes.

Agenda

1. Welcome and call meeting to order.
2. Board of Trustees roll call.
3. Call for Additions to the Agenda.
4. Opportunity for the Public to Address the Board.
5. Correspondence and Information Report.
6. Consent Agenda (omnibus vote on matters 6(a)-6(d):
 - a. Approval of the July 12, 2022 Agenda
 - b. Approval of the May 10, 2022 Amended Regular Meeting Minutes
 - c. Approval of the June 14, 2022 Regular Meeting Minutes
 - d. Approval of the June 2022 Financial Report
7. Committees:
 - a. Building Committee report and recommendation
 - b. Approval of an amendment to the December 15, 2021 AIA (Standard Abbreviated Form of Agreement Between Owner and Architect) between the Board of Trustees of the Library and Wiss, Janney, Elstner Associates, Inc.
8. No action item: Library Operations report.
9. Executive Session pursuant to 5 ILCS 120/2(21) review of minutes of the Executive Sessions held on June 8, 2021, February 8, 2022, and May 10, 2022.
10. Approval of the recommendation of the regarding the minutes of the Executive Sessions held on June 8, 2021, February 8, 2022, and May 10, 2022.
11. Unfinished Business.
12. New Business.
13. Adjournment.

Upcoming Meetings: Regular Board: August 9, 2022; September 13, 2022

Special meetings may be called at any time with proper notice pursuant to the Library's bylaws. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meetings or the facilities are requested to contact the Library Director at 847.810.4602 promptly to allow the Library to make reasonable accommodations.

PUBLIC COMMENT AT BOARD MEETINGS POLICY

The Illinois Open Meetings Act provides in Section 2.06 that at meetings of public bodies, “any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body.” 5 ILCS 120/2.06(g).

The Board of Trustees welcomes public participation. This policy provides the following rules and guidelines for public participation at its meetings.

Individuals attending board meetings must conduct themselves with respect and civility toward others. Abusive, profane, threatening, or harassing language and/or personal attacks will not be permitted. The Board President or presiding officer may prohibit further comment at the meeting by a speaker whose remarks violate this rule.

Public comments are permitted during the time designated on the Board of Trustees meeting agenda, unless otherwise directed by the Board President.

The Board President determines the order in which speakers will be recognized.

When recognized by the Board President, the speaker should begin by stating his or her name and address.

Public comments will ordinarily be limited to three (3) minutes per speaker. The Board President shall have discretion to modify this time limit, as well as to limit repetitive comments.

Members of the public will not be allowed to speak a second time until all members of the public who wish to speak have been allowed to do so. The Board President will determine whether second public comments will be permitted, and if so, the appropriate amount of time for public discussion, and will end public comment at his/her discretion.

Board members are not obligated to respond to comments from the public. Issues requiring possible action by the board may be added to a future meeting agenda, and issues that can be addressed by library administration will be noted.

A copy of these guidelines will be placed next to the sign-in sheet made available to members of the public at the entrance to board meetings.

Petitions or written correspondence directed to the board shall be presented to the board by the Board President or Secretary at the next regularly scheduled board meeting.

Minutes are a summary of the board’s discussion and actions. Speaker requests to append written statements or correspondence to the minutes are not favored. Generally, written materials presented to the board will be included in the library’s files rather than in the minutes. The Board President shall have the authority to determine procedural matters regarding public participation not otherwise defined in these guidelines.

(Approved by the Library Board of Trustees January 9, 2018.)

Correspondence and Information Report for July 12, 2022 Board Meeting

Patron Comments/Suggestions: Comments come via phone, email, and U.S. post. *All comments that contain contact information receive a response.*

06/28/2022 Marilyn Criche [contact information]. Thank you so much for delivering books to Lake Forest Place. The more it's hard for me to get out to the library and to other activities the more important books become. Your deliveries are so very important to those of us who have trouble getting around.

06/11/22 Tricia Anderson [contact information]. She recently returned an exploration kit and she had said that she loved seeing the kids work on building the experiments from this kit together and wishes she had borrowed it sooner.

6/8/2022 Lauran Rankin [contact information]

The Exploration Kits are wonderful and much appreciated part of the collection, she talks about them to everyone and they are always so impressed. Her kids like the different subjects and variety.



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State and State Librarian

June 29, 2022

Catherine Lemmer, Library Director
Lake Forest Library
360 East Deerpath Road
Lake Forest, Illinois 60045-2252

Dear Director Lemmer:

I am pleased to award the Lake Forest Library a FY 2022 Illinois Public Library Per Capita Grant in the amount of \$28,566.33. Over \$18 million is being awarded this year.

Illinois Public Library Per Capita and Equalization Aid Grants help ensure public libraries have the resources to address the needs of the community. Libraries count on these grants for important expenses, such as purchasing materials, supporting programming, and improving technology.

Libraries have until June 30, 2023, to obligate these grant funds and until August 15, 2023, to expend them. The FY 2022 expenditures report must be submitted with the FY 2024 application, due January 30, 2024.

The official service area population for your library is 19,367. Please be sure to use this figure on future per capita grant applications and Illinois Public Library Annual Reports (IPLAR). The official population figure for your library is based on the 2020 U.S. Census and can only be changed with proper documentation. Proper documentation includes official U.S. Census Bureau letters and/or annexation or referendum confirmations.

Our public libraries are truly the cornerstones of our communities. They are a lifesaver for many and are the most reliable resource Illinois citizens have to obtain information.

I am extremely proud of the outstanding service public libraries provide to patrons.

Sincerely,

A handwritten signature in black ink that reads "Jesse White".

Jesse White
Secretary of State and State Librarian

cc: Carrie Travers
Lake Forest Library Per Capita File
JW:isl

Lake Forest Library Board of Trustees
360 E Deerpath Road, Lake Forest, IL 60045
Amended Regular Meeting Minutes
7:30 p.m., May 10, 2022

Marked to show changes

CALL TO ORDER

President John F. Johnson, welcomed all, and called the meeting to order at 7:30 p.m.

ROLL CALL

Trustees Present: Germaine Arnson, Bryan Bertola, Jim Clifton, JoAnn Desmond, Elizabeth Grob, John F. Johnson, Andrea Lemke, Sue Shattock, and Heather Strong.

9 trustees in attendance, a quorum was present.

Staff Present: Ed Finn, Director of Operations; Sameer Notta, Finance Officer

Absent: Catherine Lemmer, Executive Director

CALL FOR ADDITIONS TO THE AGENDA

None

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Susan Athenson, President of the Lake Forest Preservation Foundation, thanked the Board for video recording the April 12th Library Board meeting. The Board will continue video recordings for their meetings.

CORRESPONDENCE REPORT

No discussion.

APPROVAL OF THE CONSENT AGENDA

Consent Agenda (omnibus vote on matters 6(a)-6(e)):

- a. Approval of the May 10, 2022 Agenda
- b. Approval of April 12, 2022 Regular Meeting Minutes
- c. Approval of the April 2022 Financial Report
- d. Approval of renewal contract with Outsource IT Solutions Group (OSG)
- e. Approval of FY2023 non-resident card fee of \$628.17

Trustee Lemke asked if the non-resident card fee covers the entire family or is it only for an individual. Mr. Finn answered the question, later in the meeting, that the \$628.17 fee covers the entire family's ability to use the Lake Forest Library. Trustee Strong asked if there was a cap on the number of non-resident cards purchased. President Johnson stated that he is not aware of a cap on the number of cards.

Trustee Arnson made a motion and seconded by Trustee Grob to approve the Consent Agenda. 9 yeas votes. Motion passed unanimously on a roll call vote.

DISCUSSION AND APPROVAL OF INCREASE IN LIABILITY COVERAGE

Trustee Desmond stated that she believes that the recommendation supplied by the insurance company, Hill & Stone Insurance Agency, Inc. was adequate as presented at the April Board meeting. Trustee Grob mentioned the acknowledged lack of accessibility in the Library and wanted Library Board members sufficiently covered in the case of an incident occurring on the Library premises.

Trustee Desmond made a motion and seconded by Trustee Shattock to accept the recommendation of Hill & Stone Insurance Agency Inc., presented at the April 12th Board Meeting regarding liability coverage. 9 yea votes. Motion passed unanimously on a roll call vote.

COMMITTEE REPORTS

President Johnson informed the Board that Trustee Bertola and Trustee Arnson consented to serve on the Nominating Committee to develop the officer slate for the election of the officers for the FY2023 Library Board. He will serve as the third member of the Committee. The Committee will present the officer slate during the June 14th meeting.

Trustee Desmond made a motion, seconded by Trustee Lemke, to approve the members of the Nominating Committee to create the slate of officers for the FY2023 Library Board. 9 yea votes. Motion passed unanimously on a roll call vote.

Trustee Bertola, Chairperson of the Building Committee, introduced Ken Itle from Wiss, Janney, Elstner Associates, Inc. ("WJE"), to present recommendations for the Dome repair and restoration project. Mr. Itle reminded the Board of the terminology used in the description of the Dome and adjacent structures. He described how the design of the dome and adjacent structure handles rain as it descends off the building. He pointed out ~~the structural problems and~~ how to better manage the water to alleviate damage to the Library interior and exterior structure.

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He recommended keeping the original 1930s skylight with repairs to cracked glass and sealant work to the joinery. Mr. Itle suggested that the existing ~~leaded-lead coated~~ copper (1984 vintage material), wood battens, and felt underlayment for the gypsum deck, be removed on the Dome. Replacement materials include a rubberized underlayment, new wood battens, and tin-zinc alloy ~~coated copper~~ roofing to match the original copper detailing.

At the base of the Dome, he proposed a slight modification to the primary cornice detail to include subtracting a curve and including a gutter into the assembly which would help manage the rain drainage to keep water off the masonry walls. Mr. Itle suggested that work be done on the corner areas by removing all the 1980s material to get down to the original structural deck and apply new underlayment and ~~coated~~ copper ~~-coated~~ roofing to match the profiles and details of the existing Dome. There may be subtle changes to the corner piers but would not be visible from ground level.

The stone masonry would be cleaned, joints resealed, and copper flashings added to skyward facing surfaces. The gutters on the perimeter would remain. The brick masonry walls need repointing at the joints on the four walls under the Dome down to grade level.

Interior repair work would include cleaning the efflorescent by dry brushing the walls, repointing joints, replacing a small quantity of bricks to restore the wall to its original integrity. ~~Also, he suggested adding three inches of insulation to the Dome roof, without creating moisture problems. Also, tap into duct work in the Rotunda area to add conditioned air into the attic space to add warmth in the winter, and cool and dehumidify in the summer, and to dry out the waterlogged masonry walls of the Dome.~~ The steel trusses and the gypsum deck of the Dome are in good shape. The laylight in the lobby is in very good shape and only needs housekeeping after the project is completed.

~~The ceiling and walls need~~s plaster repair and then priming and painting. He recommended that work on the murals in the Rotunda be deferred because this work needs to be completed by a conservator and should be separate from the roof and mason contractors. Also, he believes that work on the murals should occur after the Dome repair and restoration is watertight and the project has settled, which may take several seasons to realize. Trustee Desmond asked if the murals should be removed from the walls before repair and restoration starts. Mr. Itle said it would not be feasible to remove them before the construction work starts. He stated the majority of the work will take place outside the building, but the plastering and painting contractors need to protect the murals, as well as all the interior finishes, when restoring the interior ~~walls and ceiling~~. He stressed the importance of making sure the exterior is watertight at the end of each day of construction.

Mr. Itle discussed the lead-coated copper used in the structure of the Dome and weathering effects on the exterior of the building. Due to health concerns a lot of manufacturers have dropped production of lead-coated copper so there is only one fabricator left in the U.S. He suggested a substitute material of tin-zinc-coated copper (Freedom Gray™) that will weather to a neutral gray. The material sample he provided to the Board was reflective but will lose its sheen to become dull over time.

The construction phase for the Dome project will start with building scaffolding around the entire Dome area which will affect the courtyards and part of the northwest side parking lot. The next steps include the Library Board confirming the scope of the project, presenting to the Historic Preservation Commission on May 25th to obtain the Certificate of Appropriateness, moving forward with creating construction drawings and specs, obtaining construction bids and then completing the construction. Trustee Desmond asked if the Library could remain open during construction. Mr. Itle said that since most of the work takes place outside with only the smaller work occurring with the plaster repair and painting happening inside, he believed the Library could remain open. He warned the Board that there will be dust and noise associated with the

construction. Trustee Desmond asked about the maintenance of the Dome over the years. Mr. Itle responded that the skylight would need attention to the sealant every 5-10 years to prevent gaps, the sheet metal work will be low maintenance, the gutters and the drainage need regular attention to prevent clogs from leaves and debris and keeping tabs on sealed joints where two different materials are joined. WJE could put a maintenance plan together.

The entire project should take many months but less than a year to complete. President Johnson asked if the type of seams used will be solder or mechanical. Given the geometry and the complexity of the work, Mr. Itle responded that a lot of soldering will be needed. The contractors will have to demonstrate that they know how to solder a good seam, and that they understand the complexities of the wraps around the radius of the Dome.

Mr. Itle answered questions from the community.

Paul Bergmann asked about the damage of the wood battens. Mr. Itle responded that they would be replaced. Mr. Bergmann asked about bending the metal for the wrap without fatiguing the metal. Mr. Itle said that copper lends itself to being bent and warped without fatigue.

Susan Athenson asked if the skylight will be opaque or clear to let light into the Rotunda. Mr. Itle responded that the skylight at the roof level is wire glass and the laylight is a milky, frosted glass. She asked about the downspouts located on the building. Mr. Itle said there will be two new downspouts located on the north side of the dome (rear) down to the flat roof area over the stacks out of view from most vantage points. Ms. Athenson asked about the wood kneewall below the dome structure as viewed from the interior of the dome attic. Mr. Itle answered that the wood infill wall below the dome and the masonry area is not structural and has a fair amount of water damage and would likely need to be replaced anyway so reworking it to accommodate the proposed gutter detail would not be a problem.

Bob Shaw asked about the experience of WJE in completing this type of repair and restoration to domes and have they made similar recommendations to the client. Mr. Itle responded that every job is different, but he has been very happy with the results of the tin-zinc-copper used in other jobs. Mr. Shaw wanted clarification on timeframe of the job completion given supply chain issues and the effects of COVID. Mr. Itle agreed that these have been unusual times, but he believes that the completion of one year from the start time to completion is reasonable given that the material used are not uncommon or unusual.

Ms. Atkinson asked about the risk of fire during the project. Mr. Itle said that open torches for soldering will not be used, and the contractors will need to be skilled in this process. Also, he addressed her question about his experience of dealing with this type of dome and he said the Library Dome is unique in some details and aspects.

Trustee Arnson made a motion and seconded by Trustee Desmond to authorize the submission of an Application to the Historic Preservation Commission for a Certificate of Appropriateness based on recommendations by Wiss, Janney, Elstner Associates, Inc. on the Dome Project. 9 yeas votes. Motion passed unanimously on a roll call vote.

LIBRARY OPERATIONS REPORT

President Johnson called attention to Librarians on staff. Michelle Frigo, Children's Librarian, was nominated for the Illinois Library Association 2022 Youth Librarian of the Year. Emmy Neal, YA Librarian, was nominated for the Illinois Library Association 2022 YA Librarian of the Year. Also, Kate Buckardt has been promoted to Head of Adult Services. Also, he noted the popularity of the RFID system, with adults and children using the self-checkout machines. Ed Finn updated the Board on the wrap over the Dome. It should be completed soon even with the additional work that was needed and the delays due to weather.

ADJOURNMENT TO EXECUTIVE SESSION

President Johnson asked to adjourn the public meeting to enter Executive Session. The Library Board adjourned into Executive Session pursuant to 5 ILCS 120/2(c)(1): The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

Trustee Desmond made a motion and seconded by Trustee Shattock for adjournment of the public meeting at 8:37 p.m. 9 yeas votes. Motion passed unanimously on a roll call vote.

RETURN TO REGULAR SESSION

President Johnson called the meeting to order at 10:12 p.m.

ROLL CALL

Trustees Present: Germaine Arnson, Bryan Bertola, Jim Clifton, JoAnn Desmond, Elizabeth Grob, John F. Johnson, Andrea Lemke, Sue Shattock, and Heather Strong.
9 trustees in attendance, a quorum was present.

Trustee Desmond made a motion, seconded by Trustee Arnson, to open Regular Session.
9 yeas votes. Motion passed unanimously on a roll call vote.

PRESIDENT'S REMARKS

President Johnson called for a vote on the FY2023 annual compensation changes for Catherine Lemmer, Executive Director. The Board voted on the Annual Current Salary 5% Increase of \$6,636 from \$132,710 to \$139,346, and a one-time merit bonus of 2% or \$2,654. This makes the total annual compensation of \$142,000 for FY2023.

Lake Forest Library Board of Trustees
Regular Meeting Minutes
May 10, 2022

Trustee Lemke made a motion and seconded by Trustee Shattock to approve Catherine Lemmer's Annual Current Salary 5% Increase of \$6,636 from \$132,710 to \$139,346.
8 yea votes (Trustees Arnson, Bertola, Clifton, Desmond, Grob, Johnson, Lemke, and Shattuck), 1 no vote (Trustee Strong). Motion passed on a roll call vote.

Trustee Grob made a motion and seconded by Trustee Bertola to approved was one-time Merit Bonus of 2% or \$2,654, making the total annual compensation of \$142,000 for FY2023.
7 yea votes (Trustees Arnson, Bertola, Clifton, Grob, Johnson, Lemke, and Shattuck), 2 no votes (Trustees Desmond and Strong). Motion passed on a roll call vote.

UNFINISHED BUSINESS

None

NEW BUSINESS

None

ADJOURNMENT

Trustee Desmond made a motion, seconded by Trustee Shattock, to the adjourn the meeting.
President Johnson adjourned the meeting by a visual vote at 10:18 p.m.

Upcoming Meeting: Regular Board Meeting, June 14, 2022.

Elizabeth Grob, Secretary
Minutes approved by the Board on June 14, 2022.

Lake Forest Library Board of Trustees
360 E. Deerpath Road, Lake Forest, IL 60045
Regular Meeting Minutes
7:30 p.m., June 14, 2022

CALL TO ORDER

President John F. Johnson welcomed all and called the meeting to order at 7:30 p.m. on June 14, 2022.

ROLL CALL

Trustees Present: Germaine Arnson, JoAnn Desmond, Elizabeth Grob, John F. Johnson, Andrea Lemke, Sue Shattock, and Heather Strong.

Absent: Bryan Bertola, Jim Clifton

7 trustees in attendance, a quorum was present.

Staff Present: Catherine Lemmer, Executive Director; Ed Finn, Director of Operations; Kate Buckardt, Head of Adult Services; Sameer Notta, Finance Officer; Lori Rohrer, Head of Children's Library; Tori Sergel, Head of Circulation; Chris Wheeler, Facilities Manager; and Emmy Neal, YA Librarian.

PRESIDENT'S REMARKS

President Johnson introduced Emmy Neal, Young Adult Librarian, who introduced the Presidential Service Awards to two local teens for their outstanding service to the Lake Forest community. Nelli Sandor received the Silver Presidential Service Award for completing 77 service hours. Aiza Mirza received the Bronze Presidential Service Award for completing 51 services hours. Nelli and Aiza are both rising freshmen and recent graduates of Deer Path Middle School. They volunteered at DPM to help with new student orientations and events, in addition to working with organizations across our community like CROYA, Bernie's Book Bank and of course, the Young Adult Advisory Board at the Lake Forest Library. Also, they assisted with the Friends of the Lake Forest Library at their annual Book Sale.

CALL FOR ADDITIONS TO THE AGENDA

No additions to the agenda. Trustee Strong asked that the Microsoft Power BI graphs and charts presented as part of the Strategic Plan Progress Report be discussed.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

CORRESPONDENCE AND INFORMATION REPORT

There was discussion that even though the Library is a public institution and all information is part of the public record, the Library should be cautious in sharing personal contact information.

APPROVAL OF THE CONSENT AGENDA

Consent Agenda (omnibus vote on matters 6(a)-6(e)):

- a. Approval of the June 14, 2022 Agenda;
- b. Approval of May 10, 2022 Regular Meeting Minutes;
- c. Approval of the May 2022 Financial Report; and
- d. Authorize the filing of the FY2022 Illinois Public Library Annual Report (IPLAR).

Trustee Strong requested that the May 10, 2022 Regular Meeting Minutes discussing the Wiss, Janney, Elstner Associates, Inc. (“WJE”) dome repair presentation be shared with Mr. Itle of WJE. President Johnson noted that a recording of the meeting is on the Library’s website and offered to send the minutes to Mr. Itle for review.

Trustee Strong requested that the May 2022 Financial Report, and all financial reports going forward, include details of the Special Projects and Contractual Services line items. President Johnson will ask Sameer Notta, Financial Officer, to include this data in the monthly reports.

Trustee Arnson made a motion, seconded by Trustee Strong, to approve the Consent Agenda except for the May 10, 2022 Regular Meeting Minutes. 7 yeas votes. Motion passed unanimously on a roll call vote.

DISCUSSION AND APPROVAL OF STAFF AND PUBLIC COMPUTER REFRESH

Ed Finn led the discussion of the staff and patron computer refresh. He discussed the options of outright purchasing, continuing a partial lease, or new leasing. An outright purchase allows the Library to move to a 5-year refresh program and is more cost effective. The request includes an additional 10% contingency reserve.

Trustee Desmond asked the purchase includes a maintenance agreement. Mr. Finn responded that there is a 3-year onsite maintenance agreement from the manufacturer that OSG (the Library’s Managed Service Provider) helped the Library to secure. There is an additional 2-year extended warranty with offsite maintenance.

Trustee Shattock asked about the number of patron computers in the Library. Mr. Finn stated that the Library reduced the number of patron computers being replaced due to usage. By tracking usage, the Library can consolidate the computers and put them in most used spaces. He believes that the Library can adjust the number of computers to meet demand, if necessary. There is a continuing decline in the usage of the patron computers. President Johnson asked if the computers are desktop-fixed or portable (laptop) computers. Mr. Finn answered that the patron computers are desktop fixed. Most staff are transitioning to laptop computers.

Mr. Finn stated that the computers should arrive in 2-3 weeks, and then OSG will start removing the old computers and installing the new computers with the goal of completing this project in August.

Trustee Lemke made a motion, seconded by Trustee Arnson, to approve the purchase of new staff and patron computers not to exceed \$133,000. 7 yeas votes. Motion passed unanimously on a roll call vote.

Trustee Strong asked if this purchase should be bid out to get the best possible price from three vendors. Mr. Finn responded that OSG did the competitive pricing across the market and negotiated the purchase at the best price for the equipment that met the Library's specifications.

COMMITTEE REPORTS

Trustee Arnson, representing the Nominating Committee, proposed the following slate of officers for July 1, 2022 through June 30, 2023 term:

President - John Johnson
Vice President - Andrea Lemke
Treasurer - Jim Clifton
Secretary - Sue Shattock

Trustee Arnson made a motion, seconded by Trustee Desmond, to elect John F. Johnson as President for the FY2023 Library Board.
6 yeas votes, Trustee Johnson abstained. The motion carried on a voice vote.

Trustee Arnson made a motion, seconded by Trustee Desmond, to elect Andrea Lemke as Vice President, Jim Clifton as Treasurer, and Sue Shattock as Secretary.
7 yeas votes. Motion passed unanimously on a voice vote.

2021-2023 STRATEGIC PLAN PROGRESS REPORT

President Johnson complimented Joy Schmoll, Head of Communications, on her work of adding photographs and color coding to the 2021 Strategic Plan Progress Report. President Johnson asked each of the Trustees to give their opinion on what the Library has done well and what the Library needs to continue to improve.

Trustee Grob mentioned how well the Library has adapted to the changes during the pandemic and acquired staff that have succeeded in reshaping the Library with their ideas and tasks. She noted the inclusion of metrics to measure the success of the Library.

Trustee Arnson mentioned the evolution of the Strategic Plan, that in the future, Board Trustees should keep these goals in mind when making decisions and to continue working on connecting to our community. Her recommendation to the Trustees is that the building is important, but what happens inside the building is more important.

Trustee Desmond stated that the building is a tool to deliver programs to the community, but we need to address the limitations of the building. The Board should refocus on serving the west side of Lake Forest, and that the user experience in this building is the highest priority.

Trustee Lemke would like the Board to focus on services to the west side of Lake Forest, address the ADA compliance issues facing the building, and continue to improve the functionality of the building with the result of allowing anyone easy access to the building.

Trustee Shattock commented on the amazing number of successful programs that the library presents. Noting the clever use of the lobby for programs, she would like the Board to consider how to repurpose or transform the space in the building to increase public access and functionality for the staff.

Director Lemmer complimented the Library's tremendous team on their resourcefulness, enthusiasm, and their ability to multitask. She is hopeful that the team will soon increase in number given the new positions open at the Library (Director of Patron Services, Makerspace & Technology Coordinator, Facilities Manager, Assistant Facilities Manager).

Trustee Strong thought that the Strategic Plan Progress Report was easy to read but should include the Library's mission statement and more current photographs within the report. The idea of the Library building becoming ADA compliant in the future should be done in a holistic manner with the goal of improving the site for the entire population.

President Johnson wants the Board to consider how to make patron services "easy" based on the individual's need of assistance. This would include assisting in the learning of new technology, interacting with residents at the many special events, or gathering for book club discussions either in-person or virtually. Going forward, President Johnson wants to ask the community what they would like from the Library, including new ideas for us to try.

President Johnson introduced the Program Reporting Dashboard as an appendix to the 2021-2023 Strategic Plan Report. The impetus for development of these reports is to visualize trends of the Library, especially when comparing data from pre-COVID to present. Much of the data is captured from the Operations Report that the Board receives monthly. Mr. Finn provided a brief overview of the charts. Director Lemmer defined the vocabulary used in the charts. It was suggested that the Board receive a tutorial to understand and use the Dashboard.

LIBRARY OPERATIONS REPORT

President Johnson highlighted the After Hours event of Paul Bergmann's presentation on *The Architecture of Stanley D. Anderson*. Also, he congratulated the Friends of Lake Forest Library on their successful Children's Book Sale. President Johnson informed the Board of the progress being made to repair the air conditioning unit.

PRESIDENT'S REMARKS

President Johnson presented a Lake Forest Library Resolution to Trustee Arnson and Trustee Grob for their completion of six years on the Library Board. He made kind comments about their service and thanked them for their outstanding service as Lake Forest Library Trustees from 2016-2022.

UNFINISHED BUSINESS

None

NEW BUSINESS

None

ADJOURNMENT

Trustee Desmond made a motion, seconded by Trustee Shattock, to adjourn the meeting. President Johnson adjourned the meeting with unanimous voice vote at 9:06 p.m.

Upcoming Meeting: Regular Board Meeting, July 12, 2022

Elizabeth Grob, Secretary
Minutes approved by the Board on July 12, 2022.



FY2023 Revenue & Expenditure Statement

For the YTD June - 2022

Revenues	YTD	Budget	Budget Realized
Tax Based	2,003,541	4,394,900	46%
Non-Tax-Based	24,562	53,000	46%
Gifts & Grants	-	2,500	0%
Library Generated	18,292	88,260	21%
Total Revenues	\$2,046,396	\$4,538,660	45%

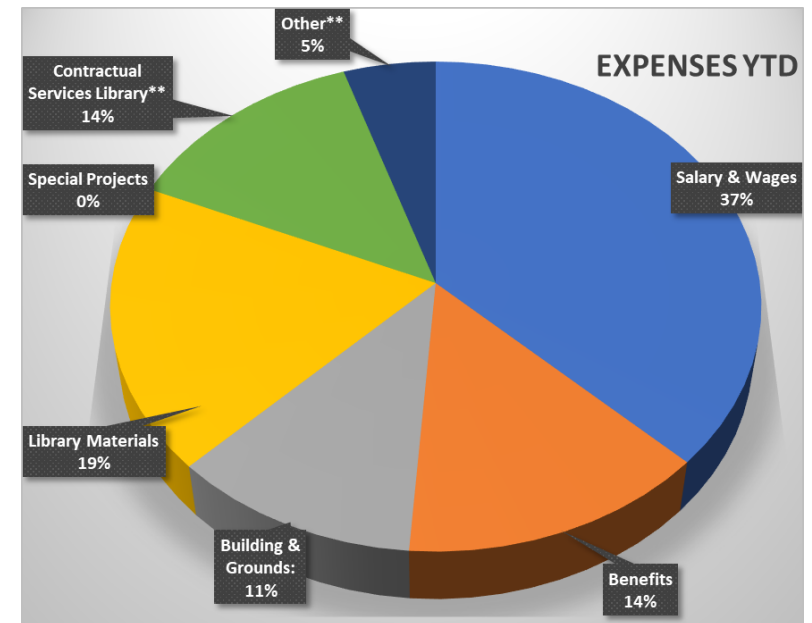
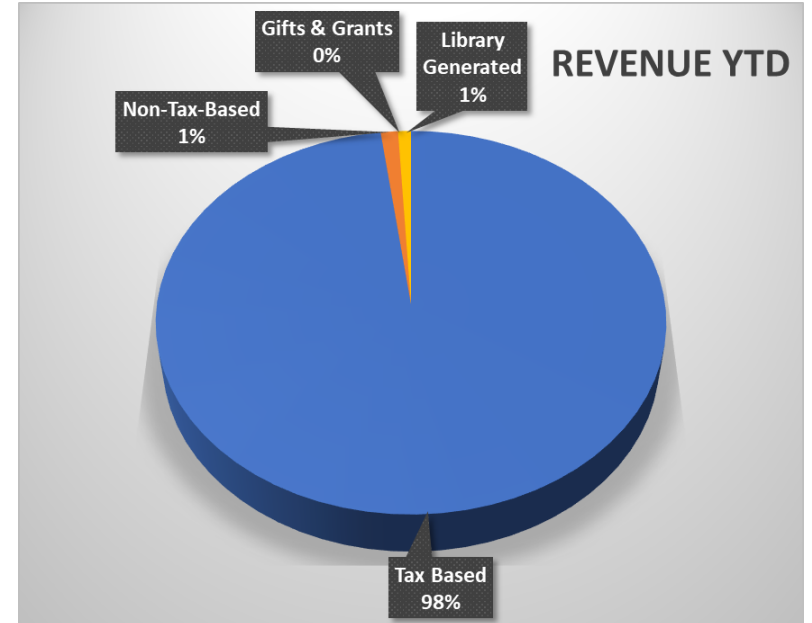
Expenses	YTD	Budget	Budget Utilized
Salary & Wages	217,389	1,954,260	11%
Benefits	82,462	791,831	10%
Building & Grounds:	66,581	438,675	15%
- Dome Repair*	9,375		
- Contractual Service Building**	2,789		
Library Materials	111,378	625,260	18%
Special Projects	-	82,000	0%
Contractual Services Library**	78,560	301,800	26%
Other**	29,410	312,864	9%
Total Expenses	585,780	4,506,690	13%

Total Net Income	\$1,460,615
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Reserves	
Reserve - Capital Improvements	4,000,000
Reserve - Technology Improvements	300,000
Capital Equipment	300,000
Fund Balance - Unassigned	1,550,419
Total Reserve Amount	\$ 6,150,419

*In FY 2022 Dome Repair Amount was \$28,155

**Detail on Last page of the Report





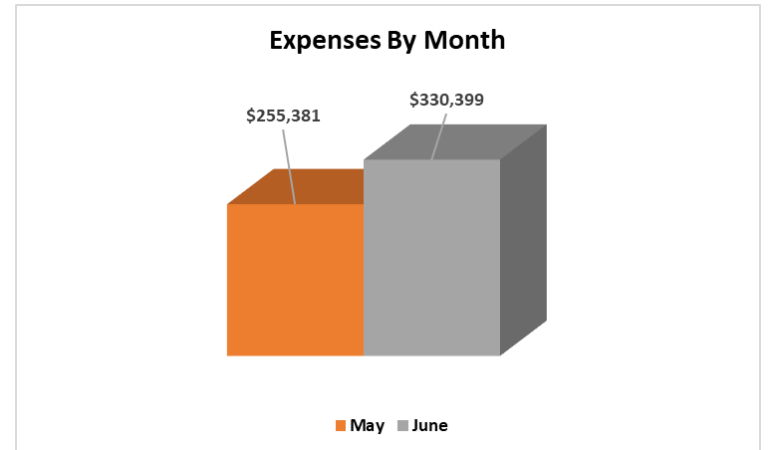
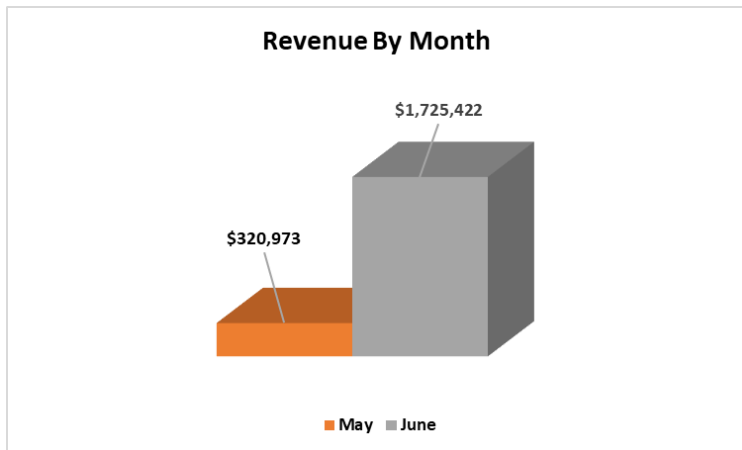
FY2023 Revenue & Expenditure Statement

For the YTD June - 2022

Revenues	May	June	YTD	Budget
Tax Based	295,420	1,708,122	2,003,541	4,394,900
Non-Tax-Based	24,562	-	24,562	53,000
Gifts & Grants	-	-	-	2,500
Library Generated	991	17,300	18,292	88,260
Total Revenues	\$320,973	\$1,725,422	\$2,046,396	\$4,538,660

Expenses	May	June	YTD	Budget
Salary & Wages	93,274	124,115	217,389	1,954,260
Benefits	41,390	41,072	82,462	791,831
Building & Grounds	25,568	41,013	66,581	438,675
Dome Repair	-	9,375	9,375	
Contractual Services Building	2,539	250	2,789	
Library Materials	45,710	65,668	111,378	625,260
Special Projects	-	-	-	82,000
Contractual Services Library	29,474	49,086	78,560	301,800
Other	19,965	9,445	29,410	312,864
Total Expenses	\$255,381	\$330,399	585,780	4,506,690

Total Net Income	\$65,592	\$1,395,023	1,460,615
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**Lake Forest Library
Financial Notes and Variance Report
For the Month of June 2022 (Month 02) FY2023**

Funds on Hand: \$1,550,419 (unrestricted/unaudited) The account value is reset at the end of the FY2022 audit when surplus funds are allocated to either this unrestricted reserve or the restricted reserve accounts.

General Operations - Revenues

Property Tax: As of June 30, the Library received \$2,003,541 in property tax distributions which is 46% of annual budget.

Non-Tax-Based: As of June 30, the Library received \$24,562 in non-tax-based revenues. \$24,562 reflects the first installment of the replacement of personal property tax payment. Non-tax-based income is 46% of FY budget.

Library-Generated: As of June 30, the Library received \$18,292 in Library generated income. This income is from copiers and miscellaneous fees. Overall, the Library generated income of 21% of FY budget.

Gifts: As of June 30, no gifts and grants were received by the Library.

General Operations - Expenditures

Salaries, wages, and benefits: As of June 30, \$217,390 for salaries and wages: 11% of FY budget; \$82,462 for benefits: 10% of FY budget. \$16,216 for SSN: 11% of FY budget; \$14,663 for IMRF: 7% of FY budget.

Materials: Books, AV, and Electronic Services: As of June 30, \$111,378: 18% of FY budget, this includes payments for periodical and database subscriptions.

Other Operating Expenditures: As of June 30, \$107,970: 15% of FY budget. Includes \$79,560 in contractual services Library, paid 1st year of RFID payment of \$24,041 to Bibliotheca.

Building and Grounds: As of June 30, \$66,581: 15% of FY budget. Reflects the contracts and service calls for the cleaning service, elevator, repairs for HVAC, and other systems. First quarter of liability/casualty insurance premium of \$8,739 has been paid.

Capital: As of June 30, \$2,921: 1.7% of FY budget has been spent on the APC rack mountable smart UPS, APC network card and WJE \$9,375 for Dome repair and restoration project.

Reserves

\$1,550,419 - Operating cash reserve (fund balance-unassigned). The Library's restricted reserves are currently \$4,600,000: capital equipment (\$300,000), capital improvements (\$4,000,000), and technology (\$300,000). An estimated amount of \$921,188 un-utilized budget for FY2022 will be reflected in the operating cash reserve in upcoming months.

Year to Date FY2023: 13% of budget expenses; 45% budget revenues.

Account Details

Contractual Services Library

Description	May	June	YTD	Budget
CCS (Integrated Library System)	12,412		\$ 12,412	\$ 76,400
CIT Computer Equipment Lease	4,167	1,679	\$ 5,846	\$ 50,000
LAN, WAV, and Support (MSP)	8,477	8,480	\$ 16,956	\$ 103,000
OCLC/RAILS/ISL	670	-	\$ 670	\$ 10,000
Bibliotheca (RFID) Lease	-	24,041	\$ 24,041	\$ 25,000
Online/Internet (fiber)	3,747	-	\$ 3,747	\$ 20,000
Other: Web Calendar Subscription, Software Licenses & Web hosting and maintenance	-	14,886	\$ 14,886	\$ 17,400
Total	\$ 29,474	\$ 49,085	\$ 78,559	\$ 301,800

Contractual Service Building

Description	May	June	YTD	Budget
Water Treatment	250	250	\$ 500	
Alarm System	2,185		\$ 2,185	
Inner Security System	104		\$ 104	
Total	\$ 2,539	\$ 250	\$ 2,789	\$ 22,550

Others

Description	May	June	YTD	Budget
Administrative Services	2,201	-	\$ 2,201	\$ 26,401
Personnel Recruitment	-	-	\$ -	\$ 500
Training and Development	47	930	\$ 977	\$ 15,000
Membership Dues	2,035	-	\$ 2,035	\$ 9,000
Meeting & Expenses	-	-	\$ -	\$ 2,500
Legal	-	-	\$ -	\$ 10,000
Auditing Service	-	-	\$ -	\$ 7,725
Technology Purchase (or Lease)	1,532	2,634	\$ 4,166	\$ 50,000
Programming	13,122	5,093	\$ 18,214	\$ 137,000
Online Banking Fees	-	138	\$ 138	\$ 1,500
Insurance - Liability	-	-	\$ -	\$ 8,000
Telephone	66	306	\$ 372	\$ 8,713
Office Supplies	50	151	\$ 201	\$ 26,875
Postage	798	7	\$ 805	\$ 6,150
Vending Beverages	114	187	\$ 301	\$ 3,500
Total	\$ 19,965	\$ 9,445	\$ 29,410	\$ 312,864

Overview of Fiscal Year 2022

As the Library moves through the FY2022 audit process, the Library anticipates FY2022 operations will reflect a surplus due to increased revenues and lower than expected expenses due to the continued impact of COVID on personnel and operations.

	FY22	FY22	FY22
	Budget	As of Apr 30	Difference FY22 Budget - FY22
Revenue			
Tax-Based	\$4,307,816	\$4,375,174	\$67,358
TIF Payout	\$0	\$0	\$0
Other Revenue	\$59,000	\$161,737	\$102,737
Library Revenue	\$18,450	\$65,582	\$47,132
Gifts	\$2,500	\$16,320	\$13,820
Friends of LF Library Grant	\$0	\$0	\$0
Total Revenues	\$4,387,766	\$4,618,813	\$231,047
Operating Expenditures			
Salary & Benefits	\$2,618,814	\$2,193,051	\$425,763
Collections: Print, A/V, E-Resources	\$604,500	\$508,435	\$96,065
Contractual Services Library*	\$286,400	\$278,564	\$7,836
Special Projects*	\$200,000	\$150,308	\$49,692
Programming	\$75,000	\$63,601	\$11,399
Other Expenditures	\$133,657	\$87,225	\$46,432
Building & Grounds	\$268,000	\$242,705	\$25,295
Total Operating Expenditures	\$4,186,371	\$3,523,889	\$662,482
Total Capital and Technology			
Capital Equipment	\$40,000	\$19,553	\$20,447
Technology Upgrades	\$125,000	\$126,029	(\$1,029)
Capital Improvements	\$30,000	\$28,155	\$1,845
Total Capital and Technology	\$195,000	\$173,737	\$21,263
Total Expenditures	\$4,381,371	\$3,697,626	\$683,745
Difference in Revenues and Expenditures	\$6,395	\$921,187	\$914,792
Committed Funds		\$4,600,000	
Funds on Hand		\$1,550,419	
Total Funds		\$7,071,606	

*Detail on Next Page of Report

Contractual Services Library Details

	FY22	FY22	FY22
DESCRIPTION	Budget	As of Apr 30	Difference FY22 Budget - FY22
CCS (Integrated Library System)	\$74,000	\$76,709	(\$2,709)
CIT Computer Equipment Lease	\$39,000	\$35,078	\$3,922
LAN, WAV, and Support (MSP)	\$96,000	\$91,184	\$4,816
OCLC/RAILS/ISL	\$13,000	\$750	\$12,250
Online/Internet/Fiber	\$18,000	\$22,117	(\$4,117)
Leased Equipment	\$44,000	\$34,546	\$9,454
Other: Web Calendar Subscription, Software Licenses & Web hosting and maintenance	\$2,400	\$18,179	(\$15,779)
Total	\$286,400	\$278,564	\$7,836

Special Projects Details

	FY22	FY22	FY22
DESCRIPTION	Budget	As of Apr 30	Difference FY22 Budget - FY22
Burges & Burges Strategists, Inc.		\$7,500	
Promotion - Community Boards		\$150	
Hammel, Green And Abrahamson, Inc		\$27,658	
Lake Forest Library Foundation		(\$10,000)	
The Hodge Group		\$125,000	
Total	\$200,000	\$150,308	\$49,692



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Lake Forest Library - Dome Restoration
360 East Deerpath Road
Lake Forest, IL 60045

AGREEMENT INFORMATION:
Date: December 15, 2021

AMENDMENT INFORMATION:
Amendment Number: 001
Date: July 12, 2022

OWNER: *(name and address)*
Lake Forest Library
360 East Deerpath Road
Lake Forest, IL 60045

ARCHITECT: *(name and address)*
Wiss, Janney, Elstner Associates, Inc.
330 Pfingsten Road
Northbrook, IL 60062

The Owner and Architect amend the Agreement as follows:
Preparation of construction documents and bidding phase services as described in the WJE proposal letter dated June 20, 2022.

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Fixed fee increase of \$29,500.

Schedule Adjustment:
Construction documents to be issued for bid on or about September 6, 2022. Bids to be reviewed in October 2022.

SIGNATURES:

Wiss, Janney, Elstner Associates, Inc.
ARCHITECT *(Firm name)*


SIGNATURE

Kenneth M. Itle, Associate Principal
PRINTED NAME AND TITLE

July 12, 2022
DATE

Lake Forest Library
OWNER *(Firm name)*

SIGNATURE

John F. Johnson, Board President
PRINTED NAME AND TITLE

DATE



AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the fifteenth day of December in the year 2021
(In words, indicate day, month and year.)

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

Board of Trustees of the Lake Forest Library
360 East Deerpath Road
Lake Forest, IL 60045

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

Wiss, Janney, Elstner Associates, Inc.
330 Pfingsten Road
Northbrook, IL 60062
(847) 272-7400

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

Lake Forest Library - Dome Restoration (WJE No. 2021.5121)
360 East Deerpath Road
Lake Forest, IL 60045

The Owner and Architect agree as follows.

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
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 below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Refer to the attached WJE proposal, dated December 10, 2021.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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 the professional services set forth in this Agreement 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.

§ 2.2 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 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000
- .2 Automobile Liability
\$2,000,000
- .3 Workers' Compensation
\$1,000,000
- .4 Professional Liability
\$1,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 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. 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.

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

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and 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.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 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.

§ 3.4.2.4 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.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 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 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 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.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

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 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; 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 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Refer to the attached WJE proposal, dated December 10, 2021.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. 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.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in 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 as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services zero (0) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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 require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 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.

§ 5.6 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.

§ 5.7 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 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.

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have 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 current 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 shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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.

§ 8.2.3 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
- Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all 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:

zero

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

zero

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 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 or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 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. However, the Architect's materials shall not include

information the Owner has identified in writing as 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 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

(Paragraphs deleted)

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

Design Phase	\$37,500	percent (N/A	%)
Construction Documents Phase	T.B.D.	percent (%)
Construction Phase	T.B.D.	percent (%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See rate table in the attached WJE proposal, dated December 10, 2021.

Employee or Category	Rate
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§ 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 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0) 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.

§ 11.9.2 Progress Payments

§ 11.9.2.1 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 thirty (30) 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.)

2 % two percent

§ 11.9.2.2 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.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to 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.)

N/A

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 B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

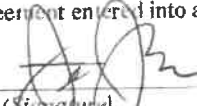
WJE proposal dated December 10, 2021.

- 4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

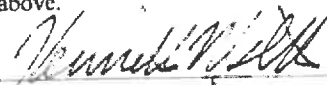
RIDER to B104-2017 For Inclusion in Standard Form of Agreement Between Owner and Architect ("Agreement") (AIA Document B104-2017) dated December 15, 2021, Between the Lake Forest Library ("Owner") and Wiss, Janney, Elstner Associates, Inc. ("Architect")

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

OWNER (Signature)


John F. Johnson, President
(Printed name and title)
Board of Trustees

ARCHITECT (Signature)


Kenneth M. Itle, AIA Associate Principal
(Printed name, title, and license number, if required)



Wiss, Janney, Elstner Associates, Inc.
330 Pflingsten Road
Northbrook, Illinois 60062
847.272.7400 tel
www.wje.com

December 10, 2021

Mr. Bryan Bertola
Lake Forest Library
360 East Deerpath Road
Lake Forest, Illinois 60045

Lake Forest Library - Investigation and Schematic Design for Dome Roof

WJE No. 2021.5121

Dear Mr. Bertola:

As requested, Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal for investigation and design services for the repair and reroofing of the dome of the Lake Forest Library. As discussed, this proposal addresses the initial investigation, preliminary analysis, and schematic design phases of the project. At the conclusion of schematic design, when the project scope is better defined, we will be available to provide a proposal for development of construction documents for bidding of the work. This revised proposal supersedes our letter of December 6, 2021.

BACKGROUND

The Lake Forest Library was completed in 1931 to designs by the architect Edwin H. Clark. The original lead-coated copper roofing of the dome was removed and replaced in 1984. Recent moisture issues at the dome and skylight led to the installation of a temporary covering, which has been in place for several years. The condition of the dome and skylight in 2018 was documented in the report "Lake Forest Library: Dome and Pedestal Repair Recommendations" by HGA, Inc. We understand that the goal of the current project is to implement comprehensive and permanent repairs to address water infiltration and moisture issues at the dome and rotunda. Prior to submitting our qualifications in response to the recent RFQ, Kenneth Itle and Tim Penich of WJE visited the library on October 5, 2021. We appreciated the opportunity to share our qualifications and interest with you via teleconference on October 28, 2021.

SCOPE OF SERVICES

As discussed, we propose completing the initial investigation, analysis, and schematic design work as a first phase. At the completion of schematic design, the scope of work for the dome repair project can be confirmed, and we are available to prepare a proposal for additional services, leading to preparation of construction documents and bidding of the work for construction.

Investigation and Schematic Design Phase

1. **Document Review and Baseline Drawing Preparation.** Review drawings, photographs, and previous reports related to the dome and adjacent portions of the building that are made available to us. We have previously received the 2019 HGA report and documentation of the 1984 project. We understand

that original 1930s drawings of the dome are also available. Based on the reference drawings, we will prepare new AutoCAD baseline drawings of the dome for our use on the project.

2. **Investigation on site.** Perform an investigation of existing conditions to supplement the information available in the 2018 report and to record present-day conditions. We anticipate that the investigation will include the following tasks:
 - Remove portions of the temporary dome protection to document the existing condition of the masonry, sheet metal roofing, and skylight with notes and photographs. We anticipate that small, localized test cuts will be made through the sheet metal roofing to allow for inspection of concealed conditions and the structural substrate. Test cuts will be made by a roofing contractor engaged by WJE. Patching of the sheet metal roofing is not anticipated; rather, the existing temporary cover will be reinstalled upon completion of the inspections. Depending upon the conditions observed, samples of underlayment or other materials may be collected for possible future laboratory analysis.
 - Document the condition of the masonry walls supporting the dome and the condition of the internal steel structure of the dome with notes and photographs. We understand that the dome attic is accessible from an exterior door on the north side; we will reposition wood planks in the attic as feasible to obtain access to different areas of the dome.
 - Document the condition of adjacent interior materials, including plaster walls and ceilings and the glass skylight. We anticipate that a ladder will be used for close-up access to higher areas of wall and ceiling. Locations of previous water infiltration on the interior that are under or adjacent to the dome will be documented. During this initial phase, conservation assessment of the rotunda murals or other interior artwork is not included; however, we will make note of the visually apparent extent of distress on the murals.
 - Review field conditions and available drawings to understand current configuration and operation of the existing ductwork in the attic below the dome.
 - Measure temperature and humidity within attics, the skylight light shaft, and interior spaces. Since we anticipate this work being performed in the winter season, the readings of existing conditions during the heating season will be a valuable guide to understanding the risk of condensation associated with the dome assembly. We may also use an infrared camera to identify locations of potential thermal bridging in the existing dome assembly.
3. **Thermal Analysis.** Develop a preliminary THERM analysis to understand risk of wintertime condensation on the skylight and adjacent surfaces, using field measured values to define ambient conditions in the model. THERM is a two-dimensional, conduction heat-transfer analysis software developed at Lawrence Berkeley National Laboratory. THERM analysis can evaluate an assembly's energy efficiency and local temperature patterns, which may relate to problems with condensation.
4. **Library Building Committee Working Meeting.** Meet with building committee representatives of the library board to review the findings of our investigation and analysis, and to discuss scope options for the dome project. Although the feasibility of various options is yet to be determined, conceptually some of the issues to be discussed include the appropriate approach to the skylight (repair or

replacement), the extent of work for the masonry walls below the dome, the potential to insulate and/or condition the interior environment of the dome, and the type and extent of interior finishes work to be included in the project. Depending upon our findings and the outcome of our discussions, we may include alternates and options in the schematic design to determine the budget impact of various approaches.

5. **Schematic Design.** Based on the results of the field investigation, analysis, and discussions with library board representatives, develop schematic-level design drawings depicting the recommended approach. The schematic design drawings will likely include plan, section, and elevation views of the dome as well as a preliminary list of materials. We will work with a general contractor to develop a preliminary budget estimate for the scope depicted in the schematic design drawings.
6. **City Review and Library Board Approval.** After review of the schematic design drawings by the library building committee, we will meet with City of Lake Forest preservation staff to discuss the project scope and approach. Following the meeting, we will prepare a memorandum for the library board summarizing the discussion and any issues of particular interest to city staff. If needed, revisions to the schematic design drawings will be made. We are available to then present the project to the library Board of Trustees if desired. Following approval of the schematic design by the library board, we will present the project at a public meeting of the City of Lake Forest Historic Preservation Commission.

Upon completion of schematic design, we will prepare a proposal for WJE services to develop construction documents and specifications, based on the scope of the project approved by the library board.

Assumptions and Clarifications

- The current effort is limited to the dome and rotunda portion of the library. Assessment of other portions of the building roof (primarily slate shingle and membrane roofing) or other areas of the building envelope (e.g., the masonry facade) or interior (other than as noted above) is not included in our scope of services.
- We do not anticipate performing water testing to identify specific leakage pathways, laboratory materials studies, or art conservation study as part of this current phase of work. If relevant, we may recommend some or all of these additional services during a future phase of the project.
- The current phase of work concludes with schematic design drawings and a budget estimate. Additional professional services will be required to develop drawings and specifications for bidding.
- The professional architectural services defined above will be performed in-house by WJE. We anticipate involving the following subconsultants in this phase: a roofing contractor to assist in removing and reinstalling temporary protection, and making inspection probes through the dome roofing; and a cost estimator.

Additional Services

If requested by the library board, we can complete Additional Services on an hourly billing basis in accordance with the rate schedule below.

Table 1. Hourly Billing Rates (effective January 1, 2022)

Professional Staff		Professional Support Staff	
Senior Principal	\$370.00	Senior Specialist	\$165.00
Principal	\$300.00	Specialist	\$145.00
Associate Principal	\$250.00		
Senior Associate	\$225.00	Senior Technician	\$125.00
Associate III	\$195.00	Technician II	\$110.00
Associate II	\$175.00	Technician I	\$95.00
Associate I	\$140.00		

BUDGET AND SCHEDULE

We propose to complete the above Scope of Services for the Investigation and Schematic Design phase for a fixed fee of \$37,500. The fixed fee includes the services of a cost estimator working as subconsultant to WJE. We have also included an allowance of \$5,000 in this fixed fee for the assistance of a roofing contractor for three days to remove/reinstall the temporary protection and make inspection openings, as described above. All WJE services will be performed under the terms a mutually agreed AIA document B104, *Standard Abbreviated Form of Agreement between Owner and Architect*.

Pending agreement of a contract and notice to proceed not later than December 31, 2021, we anticipate completion of the investigative and schematic design work by mid-February 2022. The schedule for the remainder of the project will be developed in consultation with the library board.

Thank you for inviting us to provide this proposal. Let us know if you have any questions, and we look forward to the opportunity to assist in the repair of this important landmark building.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Kenneth Itle
 Associate Principal

12/14/2021

RIDER TO B104-2017

For Inclusion in Standard Form of Agreement
Between Owner and Architect (“Agreement”)
(AIA Document B104-2017) dated December 15, 2021
Between the
Lake Forest Library (“Owner”)
And
Wiss, Janney, Elstner Associates, Inc.
 (“Architect”)

Re: WJE Proposal No. 2021.5121 (Investigation and Schematic Design for Dome Roof)

- A. This Rider to B104-2017 (Rider) applies to all services to be provided by Architect pursuant to the Agreement.
- B. The Agreement and this Rider do not cover the “Construction Phase” of the project.
- C. All representations made by the Owner in the Contract Documents that complete the Agreement are made to the best of Owner’s knowledge and belief.
- D. Any claims shall be commenced within the limitations stated in 735 ILCS 5/13-214. * The parties intend that modifications in the Agreement or Contract Documents of the limitations provided by 735 ILCS 5/13-214, if any, shall be given no effect.
- E. The Architect’s standard of care shall be the standard of care consistent with those usual and customary standards of professional care, skill, and diligence which are, at the time of performance of services under this Agreement, commonly followed by the Architects performing the same or similar services in the locale in which the Project is located. Consistent with this standard of care, the Architect is cognizant of its duties:
 - a) with respect to on-site observations and frequency of such observations;
 - b) vis-à-vis assessing compliance with the Specifications;
 - c) to confirm in writing, when appropriate, interpretations by government officials of building

* (a) Actions based upon tort, contract or otherwise against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property shall be commenced within 4 years from the time the person bringing an action, or his or her privity, knew or should reasonably have known of such act or omission. Notwithstanding any other provision of law, contract actions against a surety on a payment or performance bond shall be commenced, if at all, within the same time limitation applicable to the bond principal.

(b) No action based upon tort, contract or otherwise may be brought against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property after 10 years have elapsed from the time of such act or omission . . .


codes and applicable regulations.

- d) With respect to completeness and accuracy of all drawings, specifications and design documents;
 - e) To include all drawings and specifications reasonably required to obtain construction permits and approvals of governmental authorities having jurisdiction over the Project;
 - f) To prepare construction documents sufficiently clear and complete for use by a competent contractor;
 - g) To clarify, correct or revise construction documents in accordance with industry standards as may be required to address any errors, omissions or incompleteness.
- F. The responsibilities/liabilities of the Owner and the Architect and their consultants, agents and employees and any concomitant damages and/or consequential damages shall be determined in such amount and to such extent as provided by Illinois law, insurance coverage, caps or limitations notwithstanding. By way of this provision, the parties intend that any limitations in the Agreement of the amounts or types of damages available to the parties shall be given no effect.
- G. In an effort to resolve any conflicts that arise under this Agreement, prior to commencing litigation all disputes between the Owner and the Architect arising out of or relating to this Agreement shall be submitted to non-binding mediation at a venue mutually agreed upon by Owner and Architect. After such non-binding mediation and, unless the parties agree to submit to binding arbitration, any claims, disputes, liabilities of the parties or other matters between the Owner and the Architect shall be resolved in the Circuit Court of Lake County, Illinois in accordance with Illinois law.
- H. Architect agrees to defend, indemnify, and hold harmless the Owner from and against legal liability for all claims, losses, damages, and expenses, including Attorneys' fees and expert witness fees, to the extent such claims, losses, damages, or expenses and fees are caused by Architect's failure to fulfill the Architect's obligations. Owner agrees to defend, indemnify, and hold harmless the Architect from and against legal liability for all claims, losses, damages, and expenses, including Attorneys' fees and expert witness fees, to the extent such claims, losses, damages, expenses and fees are caused by Owner's failure to fulfill the Owner's obligations. In the event such claims, losses, damages, or expenses and fees are caused by the joint or concurrent failure of Architect and Owner, they shall be borne by each party in proportion to its own failure.
- I. Owner or Architect shall pay all reasonable attorneys' fees, expert witness fees, and costs incurred by the other in enforcing the terms and provisions of this Agreement and in defending any proceeding to which either Owner or Architect are made parties as a result of the acts or omissions of the other party. By this provision the Owner and Architect intend that only the prevailing party is entitled to reimbursement for such fees and costs.
- J. Architect shall provide Owner with all documents requested by Owner thereby enabling Owner to respond timely to any request to Owner for documents pursuant to the Freedom of Information Act.
- K. The Owner shall not be obligated to pay Architect for any "Additional Services" unless such "Additional Services" have been approved in writing by the Owner.
- L. At no additional cost to the Owner, the Architect shall clarify, correct or revise the Design Documents as may be required to address any error, omissions or incompleteness.

M. THIS RIDER TO B104-2017 (RIDER) IS THE LAST ARTICLE TO THE AGREEMENT AND IS EXECUTED ON THE DATES STATED BELOW. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS RIDER AND ANY OTHER PROVISIONS OF THE AGREEMENT, THIS RIDER CONTROLS. THIS PARAGRAPH IS STATED IN ALL CAPITAL LETTERS AND IS INITIALED AS CONFIRMATION OF THE PARTIES' UNDERSTANDING OF THE PRECEDENCE THIS RIDER TAKES OVER ANY OTHER PROVISIONS OF THE AGREEMENT.



Architect (Initial)

Date Initialed: 12/15/21


RIDER (Initial)

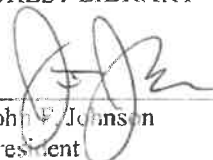
Date Initialed: 12/17/21

WISS, JANNEY, ELSTNER
ASSOCIATES, INC.

By: 
Kenneth M. Iltis
Associate Principal

Date Signed: December 15, 2021

BOARD OF LIBRARY TRUSTEES
LAKE FOREST LIBRARY

By: 
John F. Johnson
President

Date Signed: December 17, 2021

**Library Operations Report
July 12, 2022 Board Meeting**

May 2022 Select Stats (May 2020 limited access)

- 13,314 Library visits and 430 offsite engagements
- 25,454 items circulated to library users as compared to 24,382 in May 2021.
- 6,372 e-media resources circulated as compared to 5,660 in May 2021. The most used platforms were Illinois Digital Library (OverDrive/Libby) with 4,252 uses and Freegal (music streaming and downloads) with 826 uses.
- 24,445 database uses were recorded with the highest use reporting from Value Line, S&P Net Advantage, and Morningstar, with 1,690, 755, and 751 users, respectively. The Library offers 33 paid database subscriptions to adults and children.
- 987 participants attended 59 active (in-person, hybrid, virtual) programs and 1,218 participants attended or participated in 11 passive asynchronous programs and activities (including to-go and on-site craft projects) and post-live viewing options
- Patrons received 73 one-on-one e-tutorials/tech help sessions
- 3,321 reference, information, reader’s advisory, and library resource questions were answered.
- 33 individual media lab sessions were held.
- 130 library cards were issued or renewed.
- 22,614 Wi-Fi sessions were recorded as compared to 22,600 in May 2021, and 966 public desk top computer sessions. Public computers were not available for use in May 2021 due to COVID restrictions.

May 2022 Select Program Stats*

During May the Library engaged 430 children and adults at off-site programs. These include book talks at Lake Forest Country Day School, Little Historians Storytime at The History Center, storytimes and storywalks at Sheridan and Everett schools, as well as programs at Dickinson Hall and Lake Forest High School.

The following table details the program efforts during the month of May:

	Number of Programs	Participants
Active Adult	18	175
Active Teen	7	57
Active Children (ages 0-5)	26	701
Active Children (ages 6-11)	8	54
Total Active	59	987
Passive Adult	1	35
Passive Teen	0	0
Passive Children (ages 0-5)	3	985
Passive Children (ages 6-11)	7	198
Total Passive	11	1,218

**The Library collects program data using the Illinois State Library definitions stated in question 15 of the IPLAR (Illinois Public Library Annual Report) previously distributed to the Board for the June 14, 2022 meeting (page 28 of the June 14, 2022 Board package).*

Program Highlights from June 2022

The three-part *Space Age Adventures for Children* about space exploration, developed by Children’s Librarian Michelle Frigo, concluded with an in-person meeting with Captain Jim Lovell, NASA astronaut and commander of Apollo 13.



Summertime brings courtyard storytimes and art fun on the front lawn. Big & Messy brought a splash of color to the front lawn on a warm summer afternoon.



Emmy Neal, the Library's YA Librarian, kept our teens active and engaged in June painting jellyfish while sipping Capri Sun during the fun *Teen Paint and Sip: Jellyfish* and *Tie-Dye Party* on the front lawn programs, attending the *Safe@Home* class to learn important safety training to help them be prepared to stay home alone, and attending the child care classes by *SafeSitter* to learn child care to first aid to business, and expanding their horizons by taste testing some delicious candies from across the Pacific Ocean while watching their favorite anime shows and movie trailers for the event *Trendy Taste Tests: A Taste of Japan*.



A program by Lake County Forest Preserves on Owls in Lake County entertained over 25 patrons, adults and families who gathered to learn more about these amazing birds. The presentation included a planned visit from a Screech Owl.



Lake Forest Police Officers were on hand on a beautiful Saturday afternoon to chat with families about bike safety. They handed out stickers and bike bells, showed off their bikes and their utility belts and interacted with the children. This is a repeat program from a few years ago and is a wonderful way for the Lake Forest Police Department to connect with the community in a casual drop-in atmosphere.

The Library hosted a program on Transit Hikes, how to use public transportation to access trails and hiking paths in the area. Our local train lines can do more than take us to work in the city. The program is available for viewing on the Library's YouTube Channel at <https://www.youtube.com/watch?v=X2RGHloua1s> through July 11.

Lake Forest residents came out in full force to support the Library's collection of food and durable goods for the [Midwest Veterans Closet](#). The Library transported two car loads of donated items.



Friends of Lake Forest Library Book Sale

The Friends of the Lake Forest Library held their annual Children’s Book Sale in the Library foyer June 9–11. Community residents and others were waiting for the doors to open. The Friends are busy preparing for the annual sale in September.



Per Capita Grant

The Library received notice of an Illinois Public Library Per Capita Grant award of \$28,566.33. The application was filed in January 2022 after the completion of the review of the Standards for Illinois Public Libraries by the Library Board and Staff in 4th quarter 2021.

Personnel Matters

- On July 18, the Library will welcome Jim Lee, as its new Facilities Manager. Jim has experience in construction and vendor management, project management, customer service, and safety and is currently the Facilities Coordinator at Zion Benton Public Library. Jim replaces Chris Wheeler, who left the Library on June 28 to become the Plant Operations Maintenance Manager at Highland Park Hospital. During his tenure as Facilities Manager, Chris increased efficiency, organization, and helped lead the Library throughout the COVID-19 pandemic.
- On July 11, the Library welcomed Dan Thompson as the new Assistant Facilities Manager. Dan has experience in all components of Facilities, including program setup, vendor management, and project management. Dan was most recently the Building Superintendent at St. John’s Lutheran Church and School.
- On July 25, the Library will welcome Chad Clark as the new Makerspace & Technology Coordinator. Chad comes to the Library with over 10 years of technology and management experience in public libraries.

Operations

- The new staff and patron computers have begun arriving. Two engineers and our account representative from OSG will be on-hand on July 15 and working in the expansion area to get the computers configured, set up, and deployed. Additionally, the OSG team will assist in the packaging and return of the CIT leased computers currently in use at the Library. The Board will be updated regarding final cost once all equipment has arrived.
- OSG has begun working to move the remaining Active Directory services to Microsoft Azure. This will allow the Library to be more nimble and not reliant on physical on-premises servers for network authentication.

Facilities Projects

- Hill Mechanical continues to troubleshoot the 1977 chiller system that supplies the North, East, and West wings of the building. The repair was undertaken as opposed to a replacement due to supply chain delays, causing equipment delays until well after the cooling season. At this point, the unit is providing air conditioning and running at full capacity (approximately 30 tons). However, more work needs to be done to clear debris from the water supply system. A detailed summary will be provided to the Board once all required work is completed.
- Hill Mechanical's Special Projects Division has provided an initial scope of work to the Library for the replacement of the current water-cooled chiller with a modern air-cooled unit. Library staff will arrange for a time for the Building Committee to meet with Hill to determine the next steps.
- Hill Mechanical's Special Projects Division is working on multiple quotes for replacements, upgrades, and enhancements to the current HVAC system building wide. The Operations team has asked for multiple potential paths forward to help transition the building to a more modern and reliable system. Library staff will arrange for a time for the Building Committee to meet with Hill to review this information.
- Patch work on the exposed aggregate concrete walkways will commence where the pathways have become uneven. A long-term solution to this issue is being explored.
- Library staff has reached out to the City for guidance in repairing the front limestone gates that have degraded due to age and weather.