

**VILLAGE OF FRANKFORT BOARD AGENDA
REGULAR MEETING**

**Tuesday, February 20, 2024
7:00 P.M.**

**Village Administration Building
Village Board Room
432 W. Nebraska Street, Frankfort, IL**

1. Call to Order & Roll Call
2. Pledge of Allegiance

3. Unanimous Consent Agenda

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a board member so requests, in which event, the item will be removed from the Consent Agenda and will be considered separately.

Motion: ***Motion to approve the Consent Agenda as presented.***

- A. Approval of Minutes
 1. Regular Meeting (February 5, 2024)
- B. Approval of Bills
- C. Committee of the Whole Report
 1. Demolition & Site Clearance of 2 Smith Street: Bid Award - Resolution
 2. Pfeiffer Road Standpipe Painting: Engineering Services Agreement – Resolution
 3. Verizon Lease Agreement: 20254 S. Graceland Lane – Resolution
- D. Plan Commission Report Summary
 1. Zoning Ordinance Text Amendment: Accessory Structures – Ordinance
(Waive 1st and 2nd Readings)
- E. Northern Illinois Gas Company Franchise Agreement – Ordinance
(Waive 1st and 2nd Readings)

4. Mayor's Report
5. Board Comments
6. Other Business
7. Public Comments
8. Adjournment

VILLAGE OF
FRANKFORT
EST. 1855

**MINUTES OF THE REGULAR FRANKFORT VILLAGE BOARD MEETING
FEBRUARY 5, 2024**

CALL TO ORDER & ROLL CALL

Mayor Keith Ogle called the regular meeting of the Frankfort Village Board to order on Monday, February 5, 2024, at 7:00 P.M., at the Village Administration Building, 432 W. Nebraska Street, Frankfort, Illinois.

Village Clerk Katie Schubert called the roll. In attendance were Mayor Keith Ogle, Clerk Katie Schubert, Trustees Adam Borrelli, Michael Leddin, Jessica Petrow, Maura Rigoni, Dan Rossi, and Gene Savaria. Also in attendance were Attorney Hannah Lamore, Village Administrator Rob Piscia, Assistant Administrator John Burica, and Police Chief Leanne Chelepis.

PLEDGE OF ALLEGIANCE

Mayor Ogle led the Pledge of Allegiance to the Flag.

APPROVAL OF SPECIAL ORDERS – UNANIMOUS CONSENT AGENDA

All items on the Omnibus Agenda are considered to be routine in nature and are enacted in one motion. There is no separate discussion of these items unless a board member makes a request, in which event, the item will be removed from the Consent Agenda and will be considered separately.

A. Approval of Minutes

1. Regular Meeting (January 16, 2024)

B. Approval of Bills - \$1,790,744.55

C. Plan Commission Report Summary

1. Olde Frankfort Mall Development – 15 Ash Street
 - a. Special Use Permit for Planned Unit Development – Ordinance (Waive 1st and 2nd Readings)

Accept the Plan Commission recommendation, waive the First and Second Readings, and pass AN ORDINANCE (NO. 3431) GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT (PUD) TO CERTAIN PROPERTY LOCATED WITHIN THE LIMITS OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS (OLDE FRANKFORT MALL – PIN: 19-09-28-208-003-0000), located at 15-21 Ash Street, 20 S. White Street, and 22 S. White

Street, in accordance with the reviewed plans, public testimony, and Findings of Fact, subject to conditions as enumerated in Section 2 of this Ordinance.

b. Special Use Permit for Full-Service Restaurant with Liquor Sales – Ordinance
(Waive 1st and 2nd Readings)

Accept the Plan Commission recommendation, waive the First and Second Readings, and pass AN ORDINANCE (NO. 3432) GRANTING A SPECIAL USE PERMIT FOR A FULL-SERVICE RESTAURANT WITH LIQUOR SALES TO CERTAIN PROPERTY LOCATED WITHIN THE LIMITS OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS (OLDE FRANKFORT MALL, TENANT SPACE 01 – 15 ASH STREET/22 S. WHITE STREET), to permit the operation of Tenant Space 01 of the Olde Frankfort Mall Development, in accordance with the reviewed plans, public testimony, and Findings of Fact.

c. Off-Street Parking Variance – Ordinance
(Waive 1st and 2nd Readings)

Accept the Plan Commission recommendation, waive the First and Second Readings, and pass AN ORDINANCE (NO. 3433) GRANTING A VARIATION FOR RELIEF OF ALL REQUIRED OFF-STREET PARKING FOR CERTAIN PROPERTY LOCATED WITHIN THE LIMITS OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS (OLDE FRANKFORT MALL – PIN: 19-09-28-208-003-0000), for the existing Olde Frankfort Mall and proposed new 3-story mixed use building addition, located at 15-21 Ash Street, 20 S. White Street, and 22 S. White Street, in accordance with the reviewed plans, public testimony, and Findings of Fact.

d. Preliminary and Final Development Plan - Approval

Accept the Plan Commission recommendation and approve the Preliminary and Final Development Plan for the Olde Frankfort Mall and proposed new 3-story mixed use development (PIN: 19-09-28-208-003-0000), located at 15-21 Ash Street, 20 S. White Street, and 22 S. White Street, in accordance with the reviewed plans and public testimony, subject to any necessary technical revisions and final engineering approval.

e. Preliminary and Final Plat of 15 Ash Street Resubdivision - Approval

Accept the Plan Commission recommendation and approve the Preliminary/Final Plat of 15 Ash Street Resubdivision, prepared by Joseph A. Schudt & Associates, dated 08.12.2022, in accordance with the reviewed plans and subject to any necessary technical revisions prior to recording and final engineering approval.

2. Frankfort Arts Association (FAA) Underground Special Use Permit for Indoor Entertainment: 20 S. White Street – Ordinance (Waive 1st and 2nd Readings)
Accept the Plan Commission recommendation, waive the First and Second Readings, and pass AN ORDINANCE (NO. 3434 GRANTING A SPECIAL USE PERMIT FOR INDOOR ENTERTAINMENT FOR AN ART GALLERY WITH ASSOCIATED ART CLASSES TO CERTAIN PROPERTY LOCATED WITHIN THE LIMITS OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS (FAA UNDERGROUND – 20 S. WHITE STREET), to accommodate the operation of the Frankfort Arts Association (FAA) Underground, in accordance with the reviewed plans, public testimony, and Findings of Fact, with the condition that the business shall implement a minimum 15-minute break between classes to accommodate parking space turnover.
3. Petite Patate Special Use Permit for Full-Service Restaurant with Liquor Sales: 116 and 118 Kansas Street – Ordinance (Waive 1st and 2nd Readings)
Accept the Plan Commission recommendation, waive the First and Second Readings, and pass AN ORDINANCE (NO. 3435) GRANTING A SPECIAL USE PERMIT FOR A FULL-SERVICE RESTAURANT WITH LIQUOR SALES TO CERTAIN PROPERTY LOCATED WITHIN THE LIMITS OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS (PETITE PATATE – 116 AND 118 KANSAS STREET), to permit the operation of Petite Patate, in accordance with the reviewed plans, public testimony, and Findings of Fact.
4. Kansas Street Renovation Project: 116 and 118 Kansas Street
 - a. Special Use Permit for a Vacation Rental: 116 Kansas Street – Ordinance (Waive 1st and 2nd Readings)
Accept the Plan Commission recommendation, waive the First and Second Readings, and pass AN ORDINANCE (NO. 3436) GRANTING A SPECIAL USE PERMIT FOR A VACATION RENTAL TO CERTAIN PROPERTY LOCATED WITHIN THE LIMITS OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS (VACATION RENTAL – 116 KANSAS STREET), in accordance with the reviewed plans, public testimony, and Findings of Fact, subject to compliance with Chapter 123 of the Village of Frankfort Code of Ordinances.
 - b. Multiple Zoning Variances: 116 and 118 Kansas Street - Ordinance (Waive 1st and 2nd Readings)
Accept the Plan Commission recommendation, waive the First and Second Readings, and pass AN ORDINANCE (NO. 3437) GRANTING MULTIPLE ZONING VARIANCES TO CERTAIN PROPERTY LOCATED WITHIN THE LIMITS OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS (KANSAS STREET RENOVATION PROJECT - 116 AND 118 KANSAS STREET), which include: 1) a rear yard setback variance from 20 feet to 6 feet along the southern property line of 116 Kansas Street; 2) an interior side yard setback variance from 5 feet to 1 foot along the eastern property line of 116 Kansas Street; 3) an interior side yard setback variance from 5 feet to 3 feet along the western property line of 118 Kansas Street, and 4) waiver of all required off-street parking, to

accommodate construction of a 252 square foot one-story building addition in the rear of 116 Kansas Street and a 124 square foot two-story building addition in the rear of 118 Kansas, and to accommodate the proposed uses, in accordance with the reviewed plans, public testimony, and Findings of Fact.

5. Frankfort Massage Therapy, LLC Special Use Permit for Massage Establishment – 20500 S. LaGrange Road, Unit 2S – Ordinance (Waive 1st and 2nd Readings)

Accept the Plan Commission recommendation, waive the First and Second Readings, and pass AN ORDINANCE (NO. 3438) GRANTING A SPECIAL USE PERMIT FOR A MASSAGE ESTABLISHMENT TO CERTAIN PROPERTY LOCATED WITHIN THE LIMITS OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS (FRANKFORT MASSAGE THERAPY, LLC – 20500 S. LAGRANGE ROAD, UNIT 2S), to permit the operation of Frankfort Massage Therapy, LLC, in accordance with the reviewed plans, public testimony, and Findings of Fact, subject to the following conditions: 1) the applicant shall comply with Zoning Ordinance Article 5, Section C, Part 11.1, Use Regulations for Massage Establishments; and 2) the applicant shall obtain a Frankfort business license.

Trustee Savaria moved, seconded by Trustee Borrelli, to approve the Unanimous Consent Agenda.

Following a motion to approve, Trustees Borrelli, Leddin, Petrow, Rigoni, Rossi, and Savaria presented a brief overview of the consent agenda docket items under consideration for approval.

Clerk Schubert called the roll. Ayes: Trustees Borrelli, Leddin, Petrow, Rigoni, Rossi, and Savaria. Nays: None. The motion carried.

MAYOR'S REPORT

- Mayor Ogle commented on the well-attended Fire and Ice Winter Social event held on Saturday, February 3, and he announced the winners of the “Chili Cook-Off”: 1st Place: Francesca’s Fortunato; 2nd Place: Dancing Marlin; and 3rd Place: Trail’s Edge.
- Mayor Ogle reported the Village is currently accepting vendor applications for the 2024 Frankfort Country Market season. The 2024 season kicks off on Sunday, April 21 and continues through October 27.
- Mayor Ogle noted in observance of the President’s Day holiday on Monday, February 19, Village of Frankfort offices will be closed. The regularly scheduled board meeting will be held on Tuesday, February 20, at 7:00 P.M.
- Mayor Ogle invited the public to join the Frankfort Police Department for the next “Coffee with a Cop” event on Monday, February 26, from 9:30 A.M. to 11:00 A.M. at McDonald’s, 7215 W. Lincoln Highway.

- Mayor Ogle reported applications are now being accepted for the Lincoln-Way Area Citizen's Police Academy scheduled to begin on Thursday, March 21, at 7:00 P.M., at the Will County Sheriff's Building, 16911 W. Laraway Road, Joliet. This 10-week program is designed to provide members of the community with an inside look at law enforcement operations and procedures. Application deadline is March 7, space is limited.
- Mayor Ogle congratulated Village attorney Hannah Lamore for being named Partner at Mahoney, Silverman, and Cross, LLC.
- Mayor Ogle wished residents and his colleagues a happy Valentine's Day.
- Mayor Ogle wished Frankfort native Nick Allegretti good luck in Super Bowl LVIII. Kansas City Chief offensive lineman Nick Allegretti will make his fourth Super Bowl appearance on Sunday, February 11 when the Kansas City Chiefs face the San Francisco 49ers.

BOARD COMMENTS

Village Clerk Schubert announced the Village of Frankfort and the Frankfort Public Library will conduct Early Voting for the March 19th General Primary Election beginning on Monday, March 4. For more information on voter registration and polling sites, visit www.willcountyclerk.gov. The next Committee of the Whole meeting is scheduled for Wednesday, February 14, at 5:30 P.M., at the Village Hall.

The entire Village Board extended their congratulations to Attorney Lamore for being named Partner at Mahoney, Silverman, and Cross. Members commented on the 3rd Annual Fire and Ice Winter Social and the numerous projects and amenities coming to downtown Frankfort. Board members wished Frankfort native Nick Allegretti and the Kansas City Chiefs good luck in Super Bowl LVIII. Residents were encouraged to attend the Frankfort Park District Town Hall meeting on Thursday, February 15, at 7:00 P.M. at the Founders Community Center Gym, 140 Oak Street.

OTHER BUSINESS

There were no other items of business.

PUBLIC COMMENT

No public comments were addressed to the Village Board.

ADJOURNMENT

Hearing no further business, Trustee Borrelli moved, seconded by Trustee Rossi, to adjourn the regular board meeting of Monday, February 5, 2024. A voice vote was taken. All were in favor. The motion carried. The meeting adjourned at 7:25 P.M.

Katie Schubert
Village Clerk

As Presented X As Amended ____

_____ Keith Ogle, Village President

_____ Katie Schubert, Village Clerk

Draft

SCHEDULE OF BILLS
FEBRUARY 20, 2024

FUND RECAP:		DISBURSEMENTS
01 GENERAL CORPORATE FUND		\$ 262,396.22
31 CAPITAL DEVELOPMENT FUND		\$ 86,560.67
62 SEWER & WATER OPER. & MAINT.		\$ 174,526.93
68 SEWER & WATER EXTENSION FUND		<u>\$ 7,275.75</u>
TOTAL ALL FUNDS		<u><u>\$ 530,759.57</u></u>

The above totals exclude manual checks/credit cards if any. See last page(s) of this report.

INVOICE APPROVAL (BY INVOICE) FOR VILLAGE OF FRANKFORT

POST DATES 02/20/2024 - 02/20/2024

UNPOSTED
OPEN

Invoice Number	Bank Account	Description	Amount
003976 AIS			
86097	GEN	ENDPOINT MANAGEMENT - MARCH 2024	1,046.68
86098	GEN	BACK-UP SERVICES - MARCH 2024	1,965.00
86099	GEN	BACK UP SERVICES - MARCH 2024	529.08
Total For: AIS			3,540.76
004347 AMBER MECHANICAL CONTRACTORS INC			
W35262	GEN	FURNACE MAINTENANCE @VH	1,203.65
Total For: AMBER MECHANICAL CONTRACTORS INC			1,203.65
001273 AMERICAN WATER WORKS ASC			
7002173901	GEN	AWWA DUES- LE	83.00
Total For: AMERICAN WATER WORKS ASC			83.00
004774 ARAMARK UNIFORM & CAREER APPAREL GROUP INC			
6030251356	GEN	MATS@VH 1-31	50.46
6030251369	GEN	MATS @PD 1-31	42.43
6030253812	GEN	MATS @VH 2-7	50.46
6030253825	GEN	MATS @PD 2-7	42.43
Total For: ARAMARK UNIFORM & CAREER APPAREL GROUP INC			185.78
004426 ARTISTIC ENGRAVING			
22506	GEN	2 WALLETS	55.25
Total For: ARTISTIC ENGRAVING			55.25
002917 B & H PHOTO-VIDEO			
220560204	GEN	MONITORS	118.00
Total For: B & H PHOTO-VIDEO			118.00
001985 BLACKBURN MANUFACTURING CO			
0726347-IN	GEN	WHITE PAINT- LOCATES	151.45
Total For: BLACKBURN MANUFACTURING CO			151.45
002079 CARGILL INC			
2909090253	GEN	ROAD SALT	12,955.73
2909112902	GEN	ROAD SALT	7,644.90
2909119668	GEN	ROAD SALT	1,584.55
2909134060	GEN	ROAD SALT	1,940.52
2909141326	GEN	ROAD SALT	5,704.39
Total For: CARGILL INC			29,830.09
MISC CHERYL JONES			
4042613/4777837	GEN	REIMBURSEMENT FOR MAILBOX DAMAGE	143.84
Total For: CHERYL JONES			143.84
001278 CHICAGO TRIBUNE			
7559372	GEN	JOB POSTING ADV	70.50
7564760	GEN	39 AND 49 E. BOWEN STREET	52.50
7564817	GEN	DUNKIN' COMMERCIAL MULTI-TENANT BUILDING	63.00
7566326	GEN	2024-25 LOT MTCE BID	54.00
Total For: CHICAGO TRIBUNE			240.00
004819 CLARK BAIRD SMITH LLP			
17876	GEN	EMPLOYEE MATTERS	281.25
Total For: CLARK BAIRD SMITH LLP			281.25
003067 COMCAST CABLE			
8771201490349069240	GEN	8847 W LINCOLN HWY- WELL 10 SCADA	270.46
8771201490365891240	GEN	524 CENTER RD	258.72
Total For: COMCAST CABLE			529.18
001013 COMMONWEALTH EDISON CO			
0273016112 24/2-1	GEN	STREETLIGHTS	7,512.85
1539157073 24/1-31	GEN	1 S WHITE ST	95.92
1553034022 24/02-07	GEN	1025 LAMBRECHT TOWER	222.56
2892084063 24/1-31	GEN	11 S WHITE ST	155.40
4359088050 24/02-07	GEN	460 OHIO RD- WPS	4,189.73
5043020207 24/02-07	GEN	23031 S 80TH AVE- WELL 13/14	2,408.89
8043142005 24/1-31	GEN	1 N WHITE ST	461.64
9097745017 24/2-6	GEN	2 SMITH ST	127.50
Total For: COMMONWEALTH EDISON CO			15,174.49

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POST DATES 02/20/2024 - 02/20/2024

UNPOSTED
OPEN

Invoice Number	Bank Account	Description	Amount
003041 CONSTELLATION NEW ENERGY INC			
707605-1 24/01-30	GEN	20538 LAGRANGE- RGNL	18,503.07
707605-10 24/01-30	GEN	20248 GRACELAND- WELL 15/16	5,819.44
707605-11 24/01-30	GEN	22656 LAGRANGE RD- JC L-STN	1,262.45
707605-12 24/02-06	GEN	422 SPRUCE- NPS	1,897.91
707605-14 24/01-30	GEN	9209 GULFSTREAM- INDUSTRY L-STN	115.41
707605-16 24/02-02	GEN	850 OVERLOOK L-STN	101.19
707605-17 24/02-01	GEN	21841 S ELSNER RD- TOWER	32.37
707605-18 24/02-02	GEN	IRONWOOD/CHARMAIN L-STN	182.96
707605-19 24/01-10	GEN	9194 GULFSTREAM- AIRPORT L-STN	38.66
707605-2 24/01-30	GEN	730 TANGLEWOOD L-STN	5,779.43
707605-24 24/02-02	GEN	STONEBRIDGE/BASSWOOD L-STN	31.45
707605-25 24/01-29	GEN	234 BLACKTHORN- WELL 6	29.57
707605-3 24/01-30	GEN	20327 LAGRANGE- HCPS	4,992.62
707605-4 24/01-30	GEN	601 PRESTWICK- WELL 17	3,076.92
707605-5 24/01-30	GEN	1015 LAMBRECHT- WELL 5	809.66
707605-8 24/01-30	GEN	1040 S BUTTERNUT L-STN	84.71
707605-9 24/01-09	GEN	8847 LINCOLN HWY- WELL 10	8,532.52
Total For: CONSTELLATION NEW ENERGY INC			51,290.34
004398 CORE & MAIN LP			
U169069	GEN	COUPLINGS	1,811.19
U200008	GEN	FLANGE	131.38
U246322	GEN	B-BOX REPAIR LIDS	386.88
U254505	GEN	COMPRESSION FITTINGS	420.24
U293898	GEN	B-BOX LID REPLACEMENT (12)	276.12
U308152	GEN	NEW HYDRANT	3,967.00
U310384	GEN	FLEX-NET MXU'S (54)	8,478.00
U310412	GEN	INTERROGATOR BATTERIES	493.84
Total For: CORE & MAIN LP			15,964.65
004438 COUNTY OF WILL			
JANUARY 2024-001	GEN	JANUARY 24 DISPATCHING	46,256.58
JANUARY 2024-001BLD	GEN	JANUARY 2024 FACILITY CHARGE	188.16
Total For: COUNTY OF WILL			46,444.74
001129 CRAWFORD SUPPLY GROUP			
S1119480.001	GEN	URINAL @VH BATHROOM RENO	713.96
S1119480.002	GEN	TOILET BOWL, TANK, SINK @VH BATHROOM RESTO	2,034.04
S1124325.001	GEN	SHOWER DRAIN @VH BATHROOM RENO	105.10
Total For: CRAWFORD SUPPLY GROUP			2,853.10
001022 CURRIE MOTORS			
629318	GEN	ALIGNMENT P-12	197.95
H15676	GEN	2024 FORD F350 V04878	50,587.00
Total For: CURRIE MOTORS			50,784.95
003239 DONALD E MORRIS ARCHITECT PC			
013124	GEN	PLAN REVIEWS/INSPECTIONS JAN 2024	654.47
Total For: DONALD E MORRIS ARCHITECT PC			654.47
004064 DUNHAM JR/JOHN E			
020124	GEN	PLUMBING INSPECTIONS JAN 2024	560.00
Total For: DUNHAM JR/JOHN E			560.00
002521 DUTCH BARN LANDSCAPING			
B2210268	GEN	8213 KATIE LN POOL DEPOSIT RETURN	1,000.00
B2310334	GEN	11519 ZERMATT DR POOL DEPOSIT RETURN	1,000.00
Total For: DUTCH BARN LANDSCAPING			2,000.00
001848 E Z DUZ IT PRODUCTS INC			
10651	GEN	PAPER TOWELS, GARBAGE LINERS, TISSUE @PD	361.00
10687	GEN	TISSUE, PAPER TOWELS @VH	1,710.00
Total For: E Z DUZ IT PRODUCTS INC			2,071.00
004673 EUROFINS ENVIRONMENT TESTING			
5000128476	GEN	SAMPLE TESTING- RGNL	100.00
5000128477	GEN	SAMPLE TESTING- RGNL	235.50
5000128478	GEN	SAMPLE TESTING- RGNL	100.00
5000129520	GEN	SAMPLE TESTING- RGNL	235.50
5000129650	GEN	SAMPLE TESTING- RGNL	100.00
Total For: EUROFINS ENVIRONMENT TESTING			771.00

INVOICE APPROVAL (BY INVOICE) FOR VILLAGE OF FRANKFORT

POST DATES 02/20/2024 - 02/20/2024

UNPOSTED
OPEN

Invoice Number	Bank Account	Description	Amount
001865 EVON'S TROPHIES & AWARDS			
020324	GEN	FIRE & ICE TROPHIES	76.95
Total For: EVON'S TROPHIES & AWARDS			76.95
001981 EXCEL ELECTRIC INC			
128887	GEN	STREETLIGHT REPAIR @92ND AVE	501.45
128896	GEN	STREETLIGHT REPAIR @BUTTERNUT TRAIL - AUTO ACCIDENT	480.00
128956	GEN	STREETLIGHT REPAIR @BUTTERNUT TR	786.92
Total For: EXCEL ELECTRIC INC			1,768.37
001347 FRANKFORT CHAMBER OF COMMERCE			
48370447	GEN	FASHION SHOW SPONSORSHIP	500.00
Total For: FRANKFORT CHAMBER OF COMMERCE			500.00
002223 FRANKFORT FIRE PROT. DISTRICT			
11/1/2023-1/31/2024	GEN	CONTRIB 11/1/2023-1/31/2024	901.17
Total For: FRANKFORT FIRE PROT. DISTRICT			901.17
002178 FRANKFORT PARK DISTRICT			
11/1/2023-1/31/2024	GEN	CONTRIB 11/1/2023-1/31/2024	6,057.80
Total For: FRANKFORT PARK DISTRICT			6,057.80
002176 FRANKFORT PUBLIC LIBRARY DIST.			
11/1/2023-1/31/2024	GEN	CONTRIB 11/1/2023-1/31/2024	6,690.00
Total For: FRANKFORT PUBLIC LIBRARY DIST.			6,690.00
002172 FRANKFORT SCHOOL DIST 157C			
11/1/2023-1/31/2024	GEN	CONTRIB 11/1/2023-1/31/2024	29,363.46
Total For: FRANKFORT SCHOOL DIST 157C			29,363.46
002179 FRANKFORT SQ PARK DISTRICT			
11/1/2023-1/31/2024	GEN	CONTRIB 11/1/2023-1/31/2024	7,095.90
Total For: FRANKFORT SQ PARK DISTRICT			7,095.90
002364 FREEDOM FIRST AID & SAFETY INC			
51345	GEN	BANDAGES, BIOFREEZE, IBUPROFEN @SANGMEISTER RD	101.65
51346	GEN	SAFETY KIT REFILL- RGNL	98.05
Total For: FREEDOM FIRST AID & SAFETY INC			199.70
003392 G COOPER OIL COMPANY INC			
280355	GEN	ANTIFREEZE	423.15
280522	GEN	71 GAL GASOLINE	179.03
280607	GEN	79 GAL GASOLINE	218.96
280690	GEN	93 GAL GASOLINE	262.40
Total For: G COOPER OIL COMPANY INC			1,083.54
001091 GALLAGHER MATERIALS CORP			
32488	GEN	COLD PATCH	426.24
32527	GEN	COLD PATCH	452.88
Total For: GALLAGHER MATERIALS CORP			879.12
001844 GALLS LLC			
026870891	GEN	CARGO PANTS #332	85.16
Total For: GALLS LLC			85.16
MISC GARLIC UNDERGROUND			
01312024	GEN	OVERPAYMENT REIMB FOR COUNTRY MARKET	25.00
Total For: GARLIC UNDERGROUND			25.00
004630 GAS N WASH LAGRANGE			
4190	GEN	CAR WASHES-JANUARY 2024	5.00
4191	GEN	CAR WASHES JANUARY 2024	450.00
Total For: GAS N WASH LAGRANGE			455.00
001446 GASVODA & ASSOCIATES, INC.			
INV23TDG0134	GEN	WELL 15/16 FILTER PART RPLMT	4,530.44
Total For: GASVODA & ASSOCIATES, INC.			4,530.44
004419 GBJ SALES LLC			
5225	GEN	DISPOSABLE GLOVES	304.95
Total For: GBJ SALES LLC			304.95

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Invoice Number	Bank Account	Description	Amount
004018 GEMPLER'S			
INV0004574220	GEN	HIGH VIS RAIN PANT- UNIFORM PANTS	219.95
INV0004574371	GEN	WORK PANTS- AI	179.96
Total For: GEMPLER'S			399.91
001401 GORDON ELECTRIC SUPPLY INC			
S2748597.002	GEN	BULBS, LAMPS	1,868.53
S2751018.001	GEN	BULBS @VH	296.60
S2758527.001	GEN	GFI RECEPTACLES COVER @FARMERS MARKET	32.50
Total For: GORDON ELECTRIC SUPPLY INC			2,197.63
001505 GRAINGER			
9001075374	GEN	TEST SYSTEM- GAS DETECTORS	3,947.70
Total For: GRAINGER			3,947.70
004279 GRANITE TELECOMMUNICATIONS			
634530606	GEN	TELEPHONE CHARGES-FEBRUARY	1,238.39
Total For: GRANITE TELECOMMUNICATIONS			1,238.39
003429 HAWKINS INC			
6681073	GEN	CHLORINE & HSA- WELLS	3,947.88
Total For: HAWKINS INC			3,947.88
004289 HI VIZ INC			
11989	GEN	FLASHING LIGHTS & SIGNS @WOLF RD FIRE DEPT	700.00
Total For: HI VIZ INC			700.00
002851 HOME DEPOT CREDIT SERVICES			
0974720	GEN	DRILL BIT SET	25.68
0974748	GEN	STORAGE CONTAINER	24.98
1972992	GEN	LIGHT BULB RPLCMT- WELLS	213.32
1974092	GEN	CLEANING SUPPLIES- 524 CENTER	68.60
1974694*	GEN	GROUT MIXING PADDLE, BOARD SEAM TAPE ROLL, @VH BATHRO	218.05
2972962	GEN	NO TRESSPASSING SIGNS- WELLS	29.56
2973796	GEN	VEHICLE CLEANING SUPPLIES	34.72
3974959	GEN	BUCKET, TOWELS @VH BATHROOM RENO	29.81
4350483	GEN	DRYWALL RETURN	(20.52)
4973218	GEN	LAUNDRY TUB & RPLCMT PARTS- 524 CENTER	236.07
4973226	GEN	DRYWALL REPAIR- 524 CENTER	61.02
4973241	GEN	COMPRESSION VALVE- 524 CENTER RD	9.54
4973707	GEN	SAFETY GLOVES, SAFETY GLASSES	70.67
4974652	GEN	WALL PAPER REMOVER, SCORING TOOL, RAGS @VH BATHROOM	91.99
5620797	GEN	MAILBOXES @MAILBOX REPAIR	1,244.48
5974274	GEN	MAILBOX	207.10
6615523	GEN	MAILBOX SYSTEM @MAILBOX REPAIR	622.24
6973985	GEN	GAS DETECTOR PARTS	29.24
6973988	GEN	MAILBOX AUGER	284.19
6974559	GEN	STORAGE CONTAINERS, TAPE MEASURER @VH	139.83
6974584	GEN	FLOOR MAT, MICROFIBER CLOTHS	48.34
7974530	GEN	AIR FRESHENER, SUFACE CLEANER, FLOOR CLEANER	169.16
7974850	GEN	MARKERS, UTILITY KNIFE, BLADES @VH BATHROOM RESTO	59.33
7974852	GEN	WIRE, DRYWALL CUT OUT TOOL, OUTLET @PD REMODEL	1,133.85
7974879	GEN	SCREWS, DRILL BITS, CONCRETE MIX @PD REMODEL	52.90
8973919	GEN	SAFETY GLOVES, SPLICER FITTING, HOSE CLAMP	147.00
8974213	GEN	SNOW SHOVEL @PD	24.98
8974510	GEN	LASER LEVEL FOR VH BATHROOMS	158.28
8974511	GEN	CEILING TILES @VH BATHROOM	513.85
8974809	GEN	GFCI OUTLET, RECEPTACLE TESTER @FARMERS MARKET	128.45
8974832	GEN	ANCHOR KIT @PD REMODEL	19.73
9973371	GEN	SAFETY GLOVES	27.60
9973372	GEN	POWER WASHER- RGNL	780.92
9973620	GEN	EXTENTION CORD HIDER @SUE OFFICE	17.60
9973876	GEN	SHOVEL	37.98
9974200	GEN	GARAGE DOOR OPENER- 524 CENTER	32.98
9974203	GEN	DRILL BIT, SCREWS, BOLTS @MAILBOX REPAIR	43.86
9974764	GEN	PINE BOARD @MAILBOX REPAIR	15.50
9974767	GEN	TILE SPACERS @VH BATHROOM RENO	14.13
9974780	GEN	FITTINGS, SEAL TAPE, CLIPS @VH BATHROOM RENO	52.65
9974791	GEN	2X4 WOOD, TOOL BLADE @VH BATHROOM RENO	45.21
Total For: HOME DEPOT CREDIT SERVICES			7,144.87

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Invoice Number	Bank Account	Description	Amount
003557 ILLINOIS CENTRAL RAILROAD CO			
9500259598	GEN	12" WM- HERITAGE KNOLLS	238.88
Total For: ILLINOIS CENTRAL RAILROAD CO			238.88
001419 INTERSTATE BATTERIES			
30002203	GEN	BATTERIES @PD	310.00
342950	GEN	BATTERY @MINI EXCAVATOR	119.00
Total For: INTERSTATE BATTERIES			429.00
004784 INVOICE CLOUD INC			
3209-2024_1	GEN	01/2024 FEES FOR INVOICE CLOUD PMTS	12,357.50
Total For: INVOICE CLOUD INC			12,357.50
002224 JEWEL			
00435259	GEN	ICE @LUNCHEON	16.47
00720091	GEN	FIRE & ICE MARSHMALLOWS	8.34
00805222	GEN	POP, COOKIES, ROLLS @VH LUNCHEON	217.43
00805224	GEN	TAX CREDIT @VH LUNCHEON	(10.40)
Total For: JEWEL			231.84
003522 LANGUAGE LINE SERVICES			
11207112	GEN	INTERPRETATION SERVICE - JANUARY 2024	5.00
Total For: LANGUAGE LINE SERVICES			5.00
001789 LEE JENSEN SALES CO INC			
0025746-00	GEN	PROBES (3)	216.00
Total For: LEE JENSEN SALES CO INC			216.00
002686 LEXISNEXIS RISK DATA MNGT INC			
1181280-20240131	GEN	JANUARY 23 CONTRACT FEE/PHONE SEARCHES	76.50
Total For: LEXISNEXIS RISK DATA MNGT INC			76.50
004518 LOCAL PRINTING & DESIGN			
14179	GEN	FPD PENS	694.81
14282	GEN	SAY NO TO STRANGERS COLORING BOOKS	202.15
14318	GEN	MIRANDA WARNINGS	125.00
Total For: LOCAL PRINTING & DESIGN			1,021.96
002171 L-W HIGH SCHOOL DIST 210			
11/1/2023-1/31/2024	GEN	CONTRIB 11/1/2023-1/31/2024	15,436.70
Total For: L-W HIGH SCHOOL DIST 210			15,436.70
002020 M.E. SIMPSON CO INC			
41753	GEN	882 ST. ANDREWS WAY- LEAK LOCATES	695.00
Total For: M.E. SIMPSON CO INC			695.00
003002 MAHONEY, SILVERMAN & CROSS LLC			
66555	GEN	ATTORNEY FEES RENDERED THROUGH 01/31/2024	15,703.10
Total For: MAHONEY, SILVERMAN & CROSS LLC			15,703.10
001024 MASTER AUTOMOTIVE SUPPLY			
15030-138999	GEN	IMPACT WRENCH	713.99
15030-139003	GEN	WASHER FLUID	183.94
15030-139221	GEN	ALTERNATOR, BELT P-21	386.71
15030-139283	GEN	BRAKE PADS, ROTOR P-12	369.65
15030-139362	GEN	WHEEL HUB REMOVAL TOOL	169.99
15030-139402	GEN	OIL FILTERS ST-7 ST-14	45.38
15030-139403	GEN	BRAKE PADS & ROTORS- U-1	300.95
15030-139454	GEN	BRAKE PADS & ROTORS- U-8	639.59
15030-139457	GEN	TIE ROD- U-8	105.48
Total For: MASTER AUTOMOTIVE SUPPLY			2,915.68
001969 MATTHUIS TRUCKING INC			
3444	GEN	65.70 TONS GRAVEL	821.25
Total For: MATTHUIS TRUCKING INC			821.25
001343 MEADE ELECTRIC COMPANY INC			
707206	GEN	TRAFFIC LIGHTS	858.88
Total For: MEADE ELECTRIC COMPANY INC			858.88
002683 METRO POWER INC			
14429	GEN	ANNUAL GENERATOR SERVICE	9,409.80
Total For: METRO POWER INC			9,409.80

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Invoice Number	Bank Account	Description	Amount
004413 MINUTEMAN PRESS OF FRANKFORT			
12037	GEN	2,500 DISBURSEMENT WINDOW ENVELOPES	330.09
Total For: MINUTEMAN PRESS OF FRANKFORT			330.09
001065 MONROE TRUCK EQUIPMENT INC			
343095	GEN	OIL FILL CAP ST-28	23.91
343537	GEN	HYDRAULIC MOTOR ST-28	905.16
Total For: MONROE TRUCK EQUIPMENT INC			929.07
003532 NORMOYLE/ROBERT J			
020224	GEN	PLUMBING INSPECTIONS JAN 2024	700.00
Total For: NORMOYLE/ROBERT J			700.00
002341 NORTHERN SAFETY CO INC			
905985149	GEN	CLEAN AIR FAN FOR CONFINED SPACE ENTRY	445.64
Total For: NORTHERN SAFETY CO INC			445.64
CD REFUND O'MALLEY BUILDERS			
B229083	GEN	BFG23-0008/8751 TWO RIVERS HARBOR DR	2,000.00
B229083	GEN	BLB23-0020/8751 TWO RIVERS HARBOR DR	1,000.00
B229084	GEN	BPT23-0008/8759 TWO RIVERS HARBOR DR	500.00
B229084	GEN	BLB23-0017/8759 TWO RIVERS HARBOR DR	1,000.00
B229084	GEN	BFG23-0006/8759 TWO RIVERS HARBOR DR	2,000.00
Total For: O'MALLEY BUILDERS			6,500.00
001373 ORKIN PEST CONTROL			
256155776	GEN	PEST CONTROL @VH 2-5	220.99
257650620	GEN	PEST CONTROL @GRAINERY 2-9	99.99
Total For: ORKIN PEST CONTROL			320.98
004416 PARK HARDWARE #16759			
009609	GEN	EXT CORD, TAPCUBE	39.96
009619	GEN	GORILLA TAPE, GARLAND, XMAS LIGHTS @MUSEUM	165.94
009784	GEN	LED BULBS	109.98
009869	GEN	HOUSE NUMBER SET @MAILBOX REPAIR	21.97
009879	GEN	BULBS - VILLAGE HALL	23.97
009880	GEN	RETURN BULBS @VH	(23.97)
009887	GEN	BATTERIES	30.98
009889	GEN	BATTERY, BULBS @VH	95.94
009894/3	GEN	TORCH KIT	59.99
009895	GEN	DISH SOAP, WATER SOFTENER SALT, RUST REMOVER @PD	51.43
009902/3	GEN	CHARCOAL FOR FIRE & ICE	31.98
009916/3	GEN	DRILL BIT	29.99
009917	GEN	FILE CHAIN SAW	7.59
009920	GEN	FASTENERS @MAILBOX REPAIR	2.70
009929	GEN	BOLT, CHAIN ST-97	9.58
009936	GEN	TUBE CUTTER @FARMERS MARKET	26.99
009937	GEN	FASTENERS ST-97	7.20
009941	GEN	DRILL BITS	36.96
009953	GEN	TILE HOLE SAW @VH BATHROOM RENO	49.99
Total For: PARK HARDWARE #16759			779.17
004668 PEERLESS NETWORK INC			
43659	GEN	TELEPHONE CHARGES-FEBRUARY	1,098.22
Total For: PEERLESS NETWORK INC			1,098.22
002174 PEOTONE CUSD #207U			
11/1/2023-1/31/2024	GEN	CONTRIB 11/1/2023-1/31/2024	6,627.49
Total For: PEOTONE CUSD #207U			6,627.49
002175 PEOTONE PUBLIC LIBRARY DIST			
11/1/2023-1/31/2024	GEN	CONTRIB 11/1/2023-1/31/2024	100.00
Total For: PEOTONE PUBLIC LIBRARY DIST			100.00
004870 PHOENIX FIRE SYSTEMS, INC			
310880	GEN	FIRE ALARM SERVICE- RGNL	795.00
Total For: PHOENIX FIRE SYSTEMS, INC			795.00
001875 PLAZA CLEANERS			
1001167-01-01-2024	GEN	JANUARY 2024 CLEANINGS	221.12
Total For: PLAZA CLEANERS			221.12

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002898 POMP'S TIRE SERVICE INC			
411080111	GEN	TIRES M-2	582.96
Total For: POMP'S TIRE SERVICE INC			582.96
003640 PRECISE TREE CARE			
270908	GEN	TREE TRIMMING @PLYMOUTH CT	375.00
Total For: PRECISE TREE CARE			375.00
004412 RED WING SHOES			
20240201007865	GEN	SAFETY WORK BOOTS- ZB	175.00
20240204007865	GEN	SAFETY BOOTS -RM	157.24
Total For: RED WING SHOES			332.24
004329 RITTERTECH			
D43332-001	GEN	HYDRAULIC FITTINGS, HOSES FOR SNOW PLOWS	366.64
D43332-002	GEN	HYDRAULIC HOSE	3,675.01
Total For: RITTERTECH			4,041.65
001940 ROBINSON ENGINEERING LTD			
23120200	GEN	JC SANITARY MH REHAB- CE	7,275.75
24010318	GEN	PLAN REVIEW-LOT 63 BROOKMEADOW	392.50
24010320	GEN	WOLF ROAD RESURFACING STP APPLICATION	2,613.75
24010321	GEN	2024 ROADWAY MAINTENANCE PROGRAM	30,000.00
24010411	GEN	CASEY'S (SE WOLF & LARAWAY)	2,001.00
24010427	GEN	MISTY CREEK (LARAWAY & 116TH)	1,800.00
24010428	GEN	SPARKS COFFEE	3,632.25
24010429	GEN	CIRCLE K FRANKFORT	2,751.75
24010430	GEN	ABBAY WOODS NORTH	3,163.50
24010431	GEN	7 N. WHITE STREET REDEVELOPMENT	3,008.00
24010432	GEN	THE RESERVE OF COPPER CREEK - BORG WARNER REDEVELOPME	1,608.50
24010433	GEN	PRESTWICK - GOLF CART BARN & PATH	1,301.75
24010473	GEN	CASEY'S (SE WOLF & LARAWAY)	1,106.00
Total For: ROBINSON ENGINEERING LTD			60,654.75
005003 RUSSO'S POWER EQUIPMENT INC			
SPI20505560	GEN	AIR FILTERS, ELEMENT @DINGO	82.95
Total For: RUSSO'S POWER EQUIPMENT INC			82.95
001367 SAUNORIS' NURSERY			
735714	GEN	DIRT@ AZALEA RD, FIRE WOOD@FIRE & ICE	163.00
735728	GEN	FIREWOOD @FIRE & ICE	350.00
Total For: SAUNORIS' NURSERY			513.00
003882 SBOC			
020724	GEN	2024 SBOC MEMBERSHIP GEOFF MCDERMOTT	100.00
Total For: SBOC			100.00
002445 SCHAEFFER'S MGF CO			
JNH2008-INV1	GEN	OIL	2,792.90
Total For: SCHAEFFER'S MGF CO			2,792.90
003768 SCHILLING			
720176	GEN	FINISHING EDGING @TILE @VH BATHROOM RESTO	748.11
727502	GEN	TREATED WOOD @BUTTERNUT STREET LIGHT REPAIR	52.70
728496	GEN	BOARD PROTECTOR FOR CARPET @BATHROOM PROJECT	90.97
Total For: SCHILLING			891.78
004606 SOLENIS LLC			
132550370	GEN	POLYMER- RGNL	13,941.44
Total For: SOLENIS LLC			13,941.44
001410 SSACOP			
2024/02-20	GEN	2024 ANNUAL RENEWAL	50.00
Total For: SSACOP			50.00
001416 STANDARD EQUIPMENT COMPANY			
P47649	GEN	VACTOR - REPAIR PARTS	4,131.07
P47834	GEN	FLANGE ST-97	363.57
P47927	GEN	TOP HEAD FITTING @ VACTOR TRUCK	440.35
Total For: STANDARD EQUIPMENT COMPANY			4,934.99

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Invoice Number	Bank Account	Description	Amount
002912 STAPLES ADVANTAGE			
8073122043	GEN	SMART DISPLAY BOARD / COPY PAPER / DYMO TAPE	683.37
8073169225	GEN	OFFICE SUPPLIES	114.01
Total For: STAPLES ADVANTAGE			797.38
001326 STATE TREASURER			
64408	GEN	TRAFFIC SIGNALS	8,040.18
Total For: STATE TREASURER			8,040.18
002001 SUBURBAN LABORATORIES INC			
222052	GEN	SAMPLE TESTING	2,593.14
Total For: SUBURBAN LABORATORIES INC			2,593.14
002173 SUMMIT HILL SCHOOL DIST. 161			
11/1/2023-1/31/2024	GEN	CONTRIB 11/1/2023-1/31/2024	7,562.35
Total For: SUMMIT HILL SCHOOL DIST. 161			7,562.35
004383 SUPERIOR PUMPING SERVICES LLC			
3367	GEN	CRANE RENTAL-PULL AERATOR FOR RPRS	8,150.00
3368	GEN	PUMP INSTALL- RGNL	8,948.65
Total For: SUPERIOR PUMPING SERVICES LLC			17,098.65
001770 SYNAGRO TECHNOLOGIES INC			
45433	GEN	SLUDGE REMOVAL- RGNL	14,123.07
Total For: SYNAGRO TECHNOLOGIES INC			14,123.07
001118 T.R.L. TIRE SERVICE			
34173	GEN	TIRES	2,243.14
34196	GEN	TIRES ST-97	2,347.36
Total For: T.R.L. TIRE SERVICE			4,590.50
001630 TERMINAL SUPPLY CO.			
99675-00	GEN	CABLE TIES, WASHERS, SCREWS	656.69
Total For: TERMINAL SUPPLY CO.			656.69
004448 VCNA PRAIRIE LLC			
891372910	GEN	65.70 TONS- STONE	800.20
891382660	GEN	45.16 TONS CA-07	620.95
Total For: VCNA PRAIRIE LLC			1,421.15
004601 WANDERING PAW DESIGNS INC			
240029	GEN	U-8 DECALS	80.00
Total For: WANDERING PAW DESIGNS INC			80.00
003506 WINGREN LANDSCAPE INC			
78917	GEN	LIGHTING REPAIRS @BREIDERT GREEN	715.00
Total For: WINGREN LANDSCAPE INC			715.00
Report Total:			530,759.57
FUND TOTALS:			
01 GENERAL CORPORATE FUND		262,396.22	
31 CAPITAL DEVELOPMENT FUND		86,560.67	
62 SEWER & WATER OPER. & MAINT.		174,526.93	
68 SEWER & WATER EXTENSION FUND		7,275.75	
PAYMENT TYPE TOTALS:			
ACH Transaction		2,336.61	
Paper Check		528,422.96	

CREDIT CARD

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Invoice Number	Bank Account	Description	Amount
004776 ADOBE INC			
24/1-23 CREDIT CARD GEN		ADOBE-FINANCE	119.77
24/1-25.3CREDIT CAR GEN		ADOBE REFUND	(45.39)
Total For: ADOBE INC			74.38
004901 ALLPAID WILL COUNTY HEALTH DEPARTMENT			
24/1-25 CREDIT CARD GEN		FIRE & ICE CHILI COOK-OFF HEALTH DEPT PERMIT	93.00
Total For: ALLPAID WILL COUNTY HEALTH DEPARTMENT			93.00
004755 AMAZON			
24/1-10 CREDIT CARD GEN		SPEAKERS/CAMERAS	97.56
24/1-14.1 CREDITCAR GEN		FIRE & ICE FIGURINES-ICE BLOCK GUESSING GAME	44.13
24/1-14.2 CREDITCAR GEN		CAMBROS-HOT CHOCOLATE FOR EVENTS	344.97
24/1-15.1 CREDITCAR GEN		SCANNER-FRONT DESK	199.99
24/1-18.2 CREDITCAR GEN		ICC PROP MTCE CODE BINDER 2021	52.40
24/1-25.2 CREDITCAR GEN		FIRE & ICE SUPPLIES	215.92
24/1-28.2CREDIT CAR GEN		6 BLDG CODE BINDERS	344.29
Total For: AMAZON			1,299.26
002340 ASFPM			
24/1-19.1 CREDITCAR GEN		CFM RENEWAL	50.00
24/1-5 CREDIT CARD GEN		IAFSM MEMBERSHIP RENEWAL	180.00
Total For: ASFPM			230.00
001706 AT&T			
24/1-7 CREDIT CARD GEN		DATA PLANS	180.25
Total For: AT&T			180.25
004899 AUTOMOTIVE SEMINARS			
24/1-26 CREDIT CARD GEN		ONLINE TRAINING AUTOMOTIVE SEMINARS-JC	900.00
Total For: AUTOMOTIVE SEMINARS			900.00
002917 B & H PHOTO-VIDEO			
24/1-24 CREDIT CARD GEN		MINI-CONVERTER-BOARD ROOM CAMERAS	439.00
Total For: B & H PHOTO-VIDEO			439.00
004906 BETTERBOXMAILBOXES.COM			
24/1-11.1 CREDITCAR GEN		MAILBOX REPAIR	269.00
Total For: BETTERBOXMAILBOXES.COM			269.00
004900 BIBLIO			
24/1-26.2 CREDITCAR GEN		2 2021 ICC BINDERS	128.22
Total For: BIBLIO			128.22
004903 BOOKSGOAT.COM			
24/1-24.1 CREDITCAR GEN		2021 IFC BINDER	69.99
Total For: BOOKSGOAT.COM			69.99
004895 CLEAR CHECKS			
24/1-30.1 CREDITCAR GEN		BACKGROUND CHECK-AI	99.98
24/1-31.2CREDITCARD GEN		BACKGROUND CHECK-AI	91.56
Total For: CLEAR CHECKS			191.54
004904 FBI NATIONAL ACADEMY ASSOCIATES INC			
24/1-12.1 CREDITCAR GEN		2024 FBINAA-RP	125.00
Total For: FBI NATIONAL ACADEMY ASSOCIATES INC			125.00
004894 FLOOR & DECOR			
24/1-30 CREDIT CARD GEN		VH BATHROOMS-MORTAR/TROWELS	681.35
24/1-31 CREDIT CARD GEN		VH BATHROOMS-PAINT/GROUT/DRAIN	265.45
Total For: FLOOR & DECOR			946.80
001980 IACP			
24/1-12 CREDIT CARD GEN		2024 IACP DUES-RP	190.00
Total For: IACP			190.00
004909 IAEI			
24/1-1 CREDIT CARD GEN		2024 IAEI MEMBERSHIP-GM	200.00
Total For: IAEI			200.00
004848 ILCA			
24/1-31.1CREDITCARD GEN		LANDSCAPE SHOW-LO	45.00
Total For: ILCA			45.00

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Invoice Number	Bank Account	Description	Amount
004766 ILLINOIS GOVERNMENT FINANCE OFFICERS ASSOCIATION			
24/1-28 CREDIT CARD GEN		IGFOA DUES	500.00
Total For: ILLINOIS GOVERNMENT FINANCE OFFICERS ASSOCIATION			500.00
004759 ILLINOIS SECRETARY OF STATE VEHICLE RENEWAL			
24/1-18 CREDIT CARD GEN		LICENSE RENEWAL A-9	154.40
24/1-18.1 CREDITCAR GEN		LICENSE RENEWAL-TK TRUCK	154.40
Total For: ILLINOIS SECRETARY OF STATE VEHICLE RENEWAL			308.80
004861 ILLINOIS TOLLWAY-PAY BY PLATE			
24/1-25 CREDIT CARD GEN		TOLLROAD PAYMENT	1.50
Total For: ILLINOIS TOLLWAY-PAY BY PLATE			1.50
004765 INTERNATIONAL CODE COUNCIL			
24/1-31.4CREDITCARD GEN		2021 ICC BINDER	309.00
Total For: INTERNATIONAL CODE COUNCIL			309.00
002224 JEWEL			
24/1-14 CREDIT CARD GEN		COOKIES-SNOW EVENT	57.88
Total For: JEWEL			57.88
004902 JULIET'S TAVERN			
24/1-25.4CREDIT CAR GEN		EARLY VOTING TRAINING LUNCHEON	100.10
Total For: JULIET'S TAVERN			100.10
004758 MAILCHIMP			
24/1-19 CREDIT CARD GEN		MAIL CHIMP MONTHLY	26.50
Total For: MAILCHIMP			26.50
004905 MAYNE			
24/1-11 CREDIT CARD GEN		MAILBOX REPAIR	53.54
Total For: MAYNE			53.54
004896 NIU OUTREACH			
24/1-31.3CREDITCARD GEN		ILCMA CONFERENCE-RP	245.00
Total For: NIU OUTREACH			245.00
004908 ONE POINT PARTNERS LLC			
24/1-5.1 CREDITCARD GEN		VH BATHROOMS STALL PARTITIONS	2,351.00
Total For: ONE POINT PARTNERS LLC			2,351.00
002912 STAPLES ADVANTAGE			
24/1-14.4 CREDITCAR GEN		BINS FOR EVIDENCE	999.01
Total For: STAPLES ADVANTAGE			999.01
004491 THE HR SPECIALIST			
24/1-7.1 CREDITCARD GEN		EMPLOYMENT LAW UPDATE	97.00
Total For: THE HR SPECIALIST			97.00
004907 THE HR WEEKLY			
24-1-7.2 CREDITCARD GEN		HR WEEKLY	349.00
Total For: THE HR WEEKLY			349.00
004795 TRAILS EDGE BREWING			
24/1-14.3 CREDITCAR GEN		DC KEEGAN RETIREMENT	174.96
Total For: TRAILS EDGE BREWING			174.96
004898 WALMART.COM			
24/1-17 CREDIT CARD GEN		ICC PROP MTCE CODE BINDER 2021	74.52
24/1-26.1CREDIT CAR GEN		2 2021 ICC BINDERS	126.89
24/1-28.3 CREDITCAR GEN		NEC ELEC CODE BINDER 2020	75.60
Total For: WALMART.COM			277.01
004779 WEB REGISTER WEBSITE			
24/1-15 CREDIT CARD GEN		WEBSITE REGISTRATION	240.00
Total For: WEB REGISTER WEBSITE			240.00
004897 WORKPLACE DETOX			
24/1-28.1 CREDITCAR GEN		CE-ZB	197.00
Total For: WORKPLACE DETOX			197.00
Report Total:			11,668.74

FUND TOTALS:

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Invoice Number	Bank Account	Description	Amount
01 GENERAL CORPORATE FUND		7,572.11	
31 CAPITAL DEVELOPMENT FUND		3,297.80	
62 SEWER & WATER OPER. & MAINT.		798.83	
PAYMENT TYPE TOTALS:			
EFT Transfer		11,668.74	

Draft

February 20, 2024

Unanimous Consent Agenda

C. COMMITTEE OF THE WHOLE REPORT

1. DEMOLITION & SITE CLEARANCE OF 2 SMITH STREET: BID AWARD – RESOLUTION (*Presenter: Trustee Savaria*)

The Village of Frankfort solicited competitive bid proposals for the demolition of the one-story industrial warehouse/office building and adjoining asphalt parking lot located at 2 Smith Street, commonly known as the Fra-Milco property.

At its February 14, 2024 meeting, the Committee of the Whole reviewed the 11 bid proposals submitted for the project and forwarded a recommendation to the Village Board to accept the low bid and award the contract to Lagestee Land Management, in the amount of \$13,010.00 for the project.

Motion: Accept the recommendation of the Committee of the Whole and adopt a Resolution authorizing the execution of a contract between the Village of Frankfort and Lagestee Land Management for the demolition and site clearance of the one-story industrial warehouse/office building and adjoining asphalt parking lot located at 2 Smith Street, for a total cost not-to-exceed \$13,010.00.

2. PFEIFFER ROAD STANDPIPE PAINTING PROJECT: ENGINEERING SERVICES AGREEMENT – RESOLUTION (*Presenter: Trustee Rigoni*)

The Village of Frankfort operates six elevated water tanks and performs maintenance inspections on each tank every ± 5 years. In 2019 Dixon Engineering inspected the 3,000,000-gallon standpipe located at 8847 W. Lincoln Highway. The final inspection report noted spot failures to the substrate with rust undercutting, rust bleedthrough, and delaminated paint topcoat. Damage to the internal cathodic protection system was also discovered at that time. The report recommended both the interior and exterior of the tower be repainted within 5 – 6 years and that the cathodic protection system be replaced.

At the February 14, 2014 meeting, the Committee of the Whole considered a proposal from Dixon Engineering in the lump sum amount of \$114,950.00 for professional engineering services related to the repainting of the tower which includes preparation of design plans and specifications, preparation of bidding documents, bidding assistance, and construction related services. The cost for this engineering work is included in the FY 23/24 budget. Repainting of the tower is anticipated to occur in FY 24/25 with an estimated cost of $\pm 1,524,000$.

It was the consensus of the Committee to forward a recommendation to the Village Board to enter into an agreement with Dixon Engineering for the project.

Motion: Accept the recommendation of the Committee of the Whole and adopt a Resolution authorizing the execution of an agreement between the Village of Frankfort and Dixon Engineering, Inc. for professional engineering services related to the repainting of the

3,000,000-gallon standpipe storage tank located at 8847 W. Lincoln Highway, in the amount of \$114,950.00.

3. VERIZON LEASE AGREEMENT: 20254 S. GRACELAND LANE - RESOLUTION
(Presenter: Trustee Petrow)

At the February 14th Committee of the Whole meeting, staff presented a lease agreement between the Village of Frankfort and Chicago SMSA Limited Partnership (d/b/a Verizon Wireless) for the existing water tower located at 20254 S. Graceland Lane. The lease agreement stipulates the requirements, terms, and provisions for a telecommunications service system facility on the site. The lease includes an initial term of 5 years, with the option to renew for 4 additional terms.

It was the consensus of the Committee to forward a recommendation to the Village Board to enter into a lease agreement with Verizon Wireless as presented.

Motion: ***Accept the recommendation of the Committee of the Whole and adopt a Resolution authorizing the execution of a Lease Agreement between the Village of Frankfort and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, for use of the site located 20254 S. Graceland Lane for a telecommunications facility.***

RESOLUTION NO. 24-XX

A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE VILLAGE OF FRANKFORT AND LAGESTEE LAND MANAGEMENT FOR DEMOLITION & SITE CLEARANCE OF 2 SMITH STREET

WHEREAS, the Village of Frankfort desires to raze the existing one-story industrial warehouse/office building and adjoining asphalt parking lot located at 2 Smith Street (“Project”) to prepare the site for a public parking lot; and

WHEREAS, the Village developed specifications and solicited competitive bids from qualified contractors for the Project; and

WHEREAS, at its February 14, 2024 meeting, the Committee of the Whole of the Village of Frankfort reviewed the 11 proposals submitted for the Project and forwarded a recommendation to the Village Board to accept the low bid and award the contract to Lagestee Land Management, in the amount of \$13,010.00, for the Project; and

WHEREAS, the President and Board of Trustees have considered the contract and determined that it is in the best interests of the Village and its residents to enter into the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL & COOK COUNTIES, ILLINOIS, AS FOLLOWS:

The Village President, on behalf of the Village of Frankfort, is authorized and directed to execute a contract between the Village of Frankfort and Lagestee Land Management for the demolition and site clearance of the one-story industrial warehouse/office building and adjoining asphalt parking lot located at 2 Smith Street, for a total cost not-to-exceed \$13,010.00, and that the Village Clerk is authorized and directed to attest to the President’s signature.

PASSED AND APPROVED this 20th day of February, 2024.

KEITH OGLE
VILLAGE PRESIDENT

ATTEST:

KATIE SCHUBERT
VILLAGE CLERK

VILLAGE OF
FRANKFORT
EST • 1855

Memo

To: Committee of the Whole
From: Adam Nielsen
Date: February 14, 2024
Re: Request for Proposal – Demolition of 2 Smith Street

Staff was tasked with procuring bids for the removal of the structure, located at 2 Smith Street, more commonly known as the Fra-Milco property. The scope of work identified in the Request for Proposal includes the removal of the main structure (roughly 6,400-6,700 square feet), adjoining asphalt parking lot (roughly 13,000 square feet), and limited concrete curb areas, measuring nearly 200 linear feet. The awarded contractor is required to remove all debris from the site, leaving an unrestored sub-grade area. Please note that restoration of the subject property was not included in this proposal as construction of a new parking lot is expected to closely follow. The bid opening was held on January 19th and the results below are provided for your consideration:

<i>BIDDER</i>	<i>AMOUNT</i>
LAGESTEE LAND MANAGEMENT	\$13,010.00
LSI	\$40,400.00
KLF ENTERPRISES	\$41,650.00
ADM DEMOLITION	\$42,625.00
GREEN DEMO	\$44,950.00
REZZAR DEMOLITION, INC.	\$46,100.00
BECHSTEIN EXCAVATING	\$46,500.00
ENVIRONMENTAL CLEANSING CORP	\$49,400.00
TAYLOR EXCAVATING & CONSTRUCTION	\$59,500.00
MCDONAGH EXCAVATING	\$68,500.00
ANTHEM EXCAVATING	\$74,000.00

Affirmative Motion:

Recommend the Committee accept Lagestee Land Management's low bid of \$13,010.00 for the demolition of the structure, asphalt parking lot facility and clearing of the property, located at 2 Smith Street and forward to the Village Board for approval.

Attachments: Contractor's Estimate, References, Contractor Bid Agreement, Insurance, and Scope of Work

ESTIMATE

Lagestee Land Management
25927 Cottage Grove Ave
Crete, IL 60417

lagesteelandmanagement@gmail.com
+1 (708) 253-7700



Village Of Frankfort

Bill to

Adam Nielsen
432 W. Nebraska Street
Frankfort, IL 604234

Ship to

Adam Nielsen
432 W. Nebraska Street
Frankfort, IL 604234

Estimate details

Estimate no.: 329
Estimate date: 01/19/2024
Expiration date: 02/19/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		House demolition Removal of 2 smith street		1	\$5,000.00	\$5,000.00
2.		Haul off Concrete/Cement blocks		15	\$135.00	\$2,025.00
3.		Labor		36	\$75.00	\$2,700.00
4.		Haul off Asphalt		15	\$235.00	\$3,525.00

Total **\$13,250.00**

Expiry date 02/19/2024

**ATTACHMENT 4
REFERENCES**

List below current business references for whom you have performed work similar to that required by this proposal.

Business/Organization: K-line excavating

Address: 19133 104th ave

City, State, Zip Code: Mokena IL 60448

Phone Number: 708-479-1989

Contact Representative: Carolyn Kamp

Business/Organization: ACPS

Address: _____

City, State, Zip Code: Flossmoor IL

Phone Number: 708-268-2565

Contact Representative: Aretus Smith

Business/Organization: Dave tobin / CN

Address: _____

City, State, Zip Code: _____

Phone Number: 312-237-5450

Contact Representative: David tobin

ATTACHMENT 3

CONTRACTOR BID AGREEMENT

The undersigned bidder, in compliance with the advertisement for bid for work as specified, and related documents prepared and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish all materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the project, in accordance with the bid packet and at the price provided.

Bidder certifies this bid to be for the project described within this packet, in accordance with the identified specifications.

Signed: 

Print Name: Tyler Lagestee

Title: owner

Company Name: Lagestee Land Management

Date: 1/15/24

BID AMOUNT: \$13,010.00



LAGELAN-01

CSOJKA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gnade Insurance Group, Inc. 219 N White Street Frankfort, IL 60423	CONTACT NAME: PHONE (A/C, No, Ext): (815) 464-8800 E-MAIL ADDRESS: info@gnadeinsurance.com FAX (A/C, No): (815) 464-8971														
INSURED Lagestee Land Management LLC 25927 S Cottage Grove Ave Crete, IL 60417	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Pekin Insurance Company</td><td>24228</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pekin Insurance Company	24228	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Pekin Insurance Company	24228														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: General Aggregate			006191849	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			006101556	4/25/2023	4/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	006101559	4/25/2023	4/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipm			006191849	2/1/2023	2/1/2024	\$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Village of Frankfort
432 W Nebraska St
Frankfort, IL 60423

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2 Smith Street Demolition Scope

The Demolition of 2 smith street is a steel framed building we will be tearing down to the ground and removing all pavement and pads. We will also be removing 2 runs of curb. We are not required to furnish topsoil or fill on this project our only task here is removing everything and leaving a clean site. We expect the project to only take 2 full days to complete. All Work will be completed under the prevailing wage act. We are to remove approximately 200 linear feet of curb. Then 13,400 sq ft of asphalt parking lots. Finally the removal of the main structure totaling 6400-6700 sq ft.

RESOLUTION NO. 24-XX

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF FRANKFORT AND DIXON ENGINEERING, INC. FOR PROFESSIONAL SERVICES RELATED TO THE REPAINTING OF THE 3,000,000-GALLON STANDPIPE STORAGE TANK LOCATED AT 8847 W. LINCOLN HIGHWAY

WHEREAS, the Village of Frankfort operates six elevated water tanks and maintenance inspections are performed on each tank every ± 5 years; and

WHEREAS, the final inspection report for the 3,000,000-gallon standpipe storage tank located at 8847 W. Lincoln Highway recommended both the interior and exterior of the tower be repainted and the cathodic protection system be replaced ("Project"); and

WHEREAS, Dixon Engineering, Inc. submitted a proposal to provide professional engineering services for the Project; and

WHEREAS, at its February 14, 2024 meeting, the Committee of the Whole of the Village of Frankfort reviewed said proposal and forwarded a recommendation to the Village Board to approve the agreement between the Village of Frankfort and Dixon Engineering, Inc., for professional engineering services, in the amount of \$114,950.00; and

WHEREAS, the President and Board of Trustees of the Village of Frankfort have considered the Agreement for Professional Services and determined that it is in the best interests of the Village and its residents to enter said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL & COOK COUNTIES, ILLINOIS, AS FOLLOWS:

That the Village President be and is hereby authorized and directed to execute, on behalf of the Village of Frankfort, an agreement between the Village of Frankfort and Dixon Engineering, Inc. for professional engineering services related to the repainting of the 3,000,000-gallon standpipe storage tank located at 8847 W. Lincoln Highway, in the amount of \$114,950.00, and that the Village Clerk is hereby authorized and directed to attest to the President's signature.

PASSED AND APPROVED this 20th day of February, 2024.


KEITH OGLE
VILLAGE PRESIDENT

ATTEST:

KATIE SCHUBERT
VILLAGE CLERK

VILLAGE OF
FRANKFORT
EST • 1855

Memo

To: Committee of the Whole
From: Zachary Brown- Utilities Director 
Date: February 14, 2024
Re: Pfeiffer Road Standpipe Painting – Engineering Services Agreement

The Village of Frankfort Utilities Department operates six elevated water tanks with a total storage volume of 5.7 million gallons. Maintenance inspections are performed on each tank every ± 5 years. In 2019 Dixon Engineering inspected the 3,000,000-gallon standpipe located at 8847 w. Lincoln Highway. The final inspection report noted spot failures to the substrate with rust undercutting, rust bleedthrough, and delaminated paint topcoat. Damage to the internal cathodic protection system was also discovered at that time. The report recommended both the interior and exterior of the tower be re-painted within 5 – 6 years and that the cathodic protection system be replaced.

The standpipe functions differently than a traditional water tower in that water is only pumped out of the structure when necessary due to high demand (*typically during the drier summer months*). During periods of lower demand, the water in the tank is not replaced / cycled frequently which can lead to thermal and chemical stratification and reduced water quality. The standpipe serves as one of the four sampling sites for chlorine disinfection byproducts (Trihalomethanes and Haloacetic Acids) which become more prevalent in the water as it ages. To improve water quality staff proposes to add a mixer to the tank as part of the repainting process.

Dixon Engineering provided the attached proposal in the lump sum amount of \$114,950 for professional engineering services for the repainting of the tower which includes preparation of design plans and specifications, preparation of bidding documents, bidding assistance, and construction related services. The cost for this engineering work is included in the FY23/24 budget. Repainting of the tower is anticipated to occur in FY 24/25 with an estimated cost of $\pm \$1,524,000$.

Motion

Staff respectfully requests Committee recommendation to enter into an agreement with Dixon Engineering for professional engineering services related to the repainting of the 3,000,000 gallon standpipe storage tank located at 8847 w. Lincoln Highway in the amount of **\$114,950**.



DIXON

ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **Village of Frankfort, Illinois** (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owner’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Antenna Coordination, Technical Specifications, Bidding & Contract Documents, Project Administration, Pre-Bid Meeting, Preconstruction Meeting, Welding Observation, Wet Interior and Exterior Coating Observation, Mixer Installation, Cathodic Protection Installation, and One (1) Year ROV Warranty Observation on the 3,000,000 Gallon Standpipe** (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$114,950**.

Proposals / Agreement Signatures

Todd Schaefer, Project Manager	January 15, 2024
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer)	PROPOSAL DATE
CONTRACT APPROVED BY OWNER	POSITION DATE
Co SIGNATURE (if required)	POSITION DATE
AGREEMENT APPROVED by DIXON	POSITION DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Zachary Brown, Director of Utilities
Address for Owner’s receipt of notices:
Village of Frankfort
432 W. Nebraska Street
Frankfort, IL 60423
Email: zbrown@franfortil.org

Designated Person: Todd Schaefer, Project Manager
Address for DIXON’s receipt of notices:
Dixon Engineering, Inc.
4811 S. 76th Street, Suite 109
Greenfield, WI 53220
Email: todd.schaefer@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
 - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 - 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties:
DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

A1.01 Design Phase – Technical Specifications:

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. Providing logo drawings or models for Owner.
8. Visit the Site as needed to finalize the Design Phase documents.
9. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
10. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.
11. If antennas may interfere or add costs to the Project a review of Exhibit B, Antennas is required. These services are available from DIXON or can be completed by the Owner. In most antenna carrier contracts, the fees for engineering services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of Exhibit B services be well defined between DIXON and Owner as project delays may result in additional construction costs.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Attend and document, pre-bid meeting, if any, and issue Addenda if clarifications required.
10. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
11. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
12. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
13. If Owner agrees, issue Notice of Award to recommended Bidder.
14. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
15. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
16. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
17. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

- B. Bidding and Contract Document Phase-RPR Services-None.
- C. Bidding and Contract Documents Phase-Owner Responsibilities
 - 1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
 - 2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
 - 3. Attend and participate in the pre-bid conference if any.
Provide a place for the bid opening and open the Bids received.
 - 4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
 - 5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

A1.03 Construction Phase:

- A. Basic Services:
 - 1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
 - 2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - 3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
 - 4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
 - 5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.
- B. RPR Services for Maintenance of Existing Structures
 - 1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
 - 2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
 - 3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
 - d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
 - 4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).

5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.
 - a. Review abrasive and coating materials for approved manufactures.
 - b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
 - c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
 - d. Review coating mixing, thinning, and manufacturer's application requirements.
 - e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
 - f. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. Low pressure water cleaning (LPWC) for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for abrasive blast cleaning.
 - b. Collect spent abrasive for sampling and testing.
 - c. Abrasive blast cleaning prior to application of the prime coat.
 - d. Prime coat prior to application of the next coat.
 - e. Intermediate coat prior to application of the topcoat.
 - f. Topcoat for compliance with specifications.
 - g. Observe wet interior using high/low voltage holiday detection.
 - h. Wet interior seam sealer application.
7. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for abrasive blast cleaning.
 - b. Abrasive blast cleaning prior to primer application.
 - c. Prime coat prior to application of the epoxy intermediate coat.
 - d. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - e. Urethane intermediate coat prior to application of the topcoat.
 - f. Topcoat for compliance with specifications.
 - g. Check foundations coating for compliance with specifications.
 - h. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Mixer Installation - Observe, Record, Report, and:
 - a. Mixer installation per manufacturer recommendations.
9. Hold Point Cathodic Protection Installation- Observe, Record, Report, and:
 - a. Cathodic protection installation per manufacturer recommendations.
10. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Complete observation of immediate neighbors from air for any possible roof damage.
 - d. Observe the installation of screens, light bulbs, etc.
 - e. Observe Site for restoration to pre-project conditions.
 - f. Formulate a punch list of items to complete.
 - g. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.04 Post Construction Phase:

A. Basic Services:

1. One Year Warranty Observation - ROV:

- a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
- b. Observe the exterior coating and quantify damages.
- c. Review all repairs completed during Construction Phase.
- d. Review all exterior appurtenances for damage due to corrosion or construction.
- e. Review exterior of the exposed foundations.
- f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
- g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.

B. Post Construction Phase - Owner's Responsibilities:

1. Warranty Observation - ROV Observation:

- a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
- b. Perform chlorine residual and bacteriological testing after completion of observation.

A2.01 ADDITIONAL SERVICES

A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.

1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

ANTENNAS ON TOWERS

B1.00 General:

- B. Almost all towers have some antennas, some only small SCADA antenna, local 911, or internet. If work is to be completed around these antennas they need to be protected or temporarily removed. Decisions and directives need to be issued early in the Design Phase. If the antennas must be removed, this is the time to make modifications. This Work can be completed by DIXON or Owner. There is a long lead time for most removals, so it is important to get written commitment from the Carrier as to schedule. DIXON will provide Antenna Contract Administration and field observation as delegated below. If Owner will complete the services – responsibility is to be defined as total or partial for all items below as between Engineer responsible and Owner responsible.

B1.01 Study Phase - Antennas

- A. Review of the existing Verizon and other antenna installations. Review to better configure and/or upgrade equipment on the tank. This review also includes looking at as built drawings for the installations on the tank.

B1.02 Design Phase - Antennas:

- A. Review existing leases and determine length of notification required for removal, if applicable. DIXON to generate removal during painting notice letters to Verizon and other carriers.
- B. DIXON will schedule, attend, and preside over a meeting with the Owner, Verizon, and other carriers. The purpose of the meeting is to coordinate the removal of the cellular equipment at the project site for the rehabilitation/painting project.

B1.03 Construction Phase - Antennas:

- A. Work with the Owner, Verizon, and other carriers to determine the best method for temporarily removing the cell carrier's equipment. Work with the Owner to determine the best location for the antenna carrier's temporary cell towers.
- B. Work with the Owner on an as-needed basis to ensure the Verizon and other carriers' equipment is removed in a timely fashion to allow the contractor ample time to complete the rehabilitation/painting project.

B1.04 Post Construction Phase - Antennas:

- A. Review design modifications/improvements (by others) for reinstallation of cell carriers on existing water tank.
- B. Assist the Owner in coordinating reinstallation of Verizon and other antenna equipment on the tank following the rehabilitation/painting of the tank.
- C. Conduct three (3) reinstallation inspections of the water tank once the Verizon and other antenna equipment has been reinstalled onto the water tank after the rehabilitation/painting project is completed.

B2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 - 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.
 - 2. If timing or other reason requires the Owner to reallocate responsibility to DIXON.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- A. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- B. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.
 - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).

2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
 3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the

administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, requires correction or replacement including additional inspection costs.
2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if the RPR remains on Site, the RPR is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

PART 3 SELECTION OF RPR SERVICES

C3.01 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to the Base Office. On site time at a minimum is time to complete observation and to complete report.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **One-Hundred-Fourteen Thousand, Nine Hundred, Fifty Dollars, \$114,950** and summarized as follows:

SCHEDULE OF VALUES:				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications			\$6,500	Lump Sum
A1.02-Bidding and Contract Documents			\$1,500	Lump Sum
A1.02-Pre-Bid Meeting			\$900	Lump Sum
A1.03-Preconstruction Meeting			\$1,250	Unit Price
A1.03-Other Defined Basic Services - Project Administration			\$6,000	Lump Sum
A1.03-RPR Services Weld	1	\$1,500	\$1,500	Unit Price
A1.03-RPR Critical Phase Coating	62	\$1,200	\$74,400	Unit Price
A1.03-RPR Critical Phase Mixer Install	1	\$1,200	\$1,200	Unit Price
A1.03-RPR Critical Phase Cathodic Install	1	\$1,200	\$1,200	Unit Price
A1.04-Warranty Observation			\$3,900	Lump Sum
B1.01-Antenna-Study Phase			\$1,250	Lump Sum
B1.02-Antenna-Design Phase			\$3,550	Lump Sum
B.1.03-Antenna-Cunstruction Phase			\$3,600	Not to Exceed – Standard Hourly Rate
B.1.0.4.A-Antenna-Post Construction Phase			\$1,750	Lump Sum
B.1.0.4.B-Antenna-Post Construction Phase			\$1,800	Not to Exceed – Standard Hourly Rate
B.1.0.4.B-Antenna-Post Construction Phase	3	\$1,550	\$4,650	Unit Price
TOTAL:			\$114,950	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$187.00	\$281.00
Engineer	\$193.00	\$289.00
CWI Welding RPR	\$206.00-\$226.00	\$309.00-\$339.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$143.00-\$188.00	\$215.00-\$282.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$130.00-\$164.00	\$195.00-\$246.00
DIXON Level 1 or AMPP General Level 1 RPR	\$117.00-\$142.00	\$175.00-\$213.00
Contract Support Staff	\$149.00-\$182.00	\$223.00-\$272.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$185.00 per diem	\$185.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2024, Revised 9/28/2023

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. The following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To

the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR EXHIBITS

GP1.00 Time for Completion:

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
 - 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.

- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
 - 1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
 - 2. the safety precautions and programs incident thereto,
 - 3. or security or safety at the Project site, nor
 - 4. for any failure of a Constructor's furnishing and performing of its work.
 - 5. DIXON shall not be responsible for the acts or omissions of any Constructor or
 - 6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
- I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
 - 2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
 - 3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - 3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
 - 4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
 - 3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:
 - 1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured

within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
 - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
 - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
 - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. Payments Upon Termination:
 1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.07 Dispute Resolution:

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).

- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
 - 1. Workers' Compensation: Statutory
 - 2. Employer's Liability:
 - 1) Bodily injury, each accident \$1,000,000
 - 2) Bodily injury by disease, each employee \$1,000,000
 - 3) Bodily injury/disease, aggregate \$1,000,000
 - 3. General Liability:
 - 1) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - 2) General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability:
 - 1) Per Occurrence \$5,000,000
 - 2) General Aggregate \$5,000,000
 - 5. Automobile Liability:
 - 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - 6. Professional Liability:
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.
- I. Definitions:
1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
 2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.

RESOLUTION NO. **24-XX**

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE VILLAGE OF FRANKFORT AND CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS (FRANKFORT SQUARE WATER TOWER – 20254 S. GRACELAND LANE)

WHEREAS, the Village of Frankfort, an Illinois Municipal Corporation (“Owner”), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon”), desire to enter into a Lease Agreement (“Agreement”) for the site located at 20254 S. Graceland Lane; and

WHEREAS, the Agreement provides in part that Verizon has access to certain real property owned by the Village of Frankfort and located at 20254 S. Graceland Lane, Frankfort, Illinois, for the purpose of installing, removing, replacing, modifying, maintaining, and operating a telecommunications service system facility; and

WHEREAS, the Agreement, a copy of which is attached hereto, specifically stipulates all the requirements, terms, and provisions for a telecommunications facility on the site; and

WHEREAS, at its February 14, 2024 meeting, the Committee of the Whole of the Village of Frankfort reviewed the Agreement and unanimously recommended its approval by the Village President and Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

That the Village President be and is hereby authorized and directed to execute, on behalf of the Village of Frankfort, a Lease Agreement between the Village of Frankfort and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, for use of the site located at 20254 S. Graceland Lane for a telecommunications service system facility, and that the Village Clerk is hereby authorized and directed to attest to the President’s signature.

PASSED AND APPROVED this 20th day of February, 2024.

KEITH OGLE
VILLAGE PRESIDENT

ATTEST:

KATIE SCHUBERT
VILLAGE CLERK

Memo

To: Committee-of-the-Whole
From: Christopher Gruba, Senior Planner
Date: February 14, 2024
Re: 20254 S. Graceland Water Tower – New Lease Agreement for Verizon

History

The Village entered into a lease agreement with Verizon on December 11, 2002, to allow Verizon to use the existing water tower at 20254 S. Graceland Lane as a wireless facility. The subject property is located in unincorporated Will County but is owned by the Village. At that time, antennas and equipment were installed on the collar of the tower and a 31'x12' roofed shelter was constructed on the ground next to the water tower for Verizon. The lease included an initial term of five (5) years, with the option to renew it three (3) additional times, for a total of 20 years. Per the lease, the first term officially commenced when the equipment was originally installed, which was on September 28, 2003.

On March 13, 2023, Insite Inc. (on behalf of Verizon) approached staff with a request to enter into a brand-new lease agreement to continue to operate at the site because the lease was going to expire on September 29, 2023. Shortly after this initial contact in March, staff provided a template lease agreement to Insite, Inc., being the recently approved new lease agreement for T-Mobile on this same water tower on April 12, 2023. Using T-Mobile's lease as a template was intended to save considerable time in drafting the new lease agreement for Verizon. However, Insite Inc. requested several changes to the template lease and negotiations continued for several months. The lease officially expired on September 29, 2023, during negotiations. Verizon and Village staff finally agreed to all changes to the proposed lease agreement on January 19, 2024.

Proposal

As part of the proposed new lease agreement, Verizon is proposing to keep using the 12 antennas and 6 RRU's (radio units) on the collar of the water tower. Verizon will also continue to use their roofed shelter. The construction drawings for Verizon's equipment were reviewed and approved by the Village's engineering consultant, Dixon Engineering, and the equipment was installed in 2022.

Proposed Lease Agreement, Summarized

Staff offers the following summary of the proposed new lease agreement:

- The proposed term for the lease would be 5 years, with the option to renew it 4 times (for a total of 25 years). The original lease term was for 5 years, with the option to review 3 times.

- Verizon's annual rent and escalator would remain the same, at \$68,329.39, with a 4% escalator every year. This matches the amount that the Village is collecting on this same water tower for T-Mobile. This amount appears to be a fair market value, per the research performed by staff during the negotiations with T-Mobile on this same tower.
- Since the existing lease expired completely on September 29th, 2023, the proposed lease includes a retroactive payment of \$200.00 per day for each day that a lease was not in place until this new lease is signed by both parties.
- The new lease would begin on the date that both the Village and Verizon sign the agreement ("Commencement Date").
- Verizon would continue to utilize their 31'x12' roofed shelter.
- Verizon will continue to pay all taxes for the value of its equipment, like all other carriers on Village-owned water towers. These taxes are collected by the Village and transferred to the County.
- The lease may be terminated by either party, per line 23.

As with the original lease, amendments may be made to the lease through a resolution approved by the Board. The original lease was amended only once in 2014. Amendments would not, however, alter the final termination of the proposed lease, which would be a maximum of 25 years after execution.

Affirmative Motion

Recommend to the Village Board approval of the Lease Agreement with Verizon, as presented, for the property located at 20254 S. Graceland Lane.

Attachments

- Proposed New Lease Agreement
- Exhibit A: Site Description
- Exhibit B: Memorandum of Agreement
- Exhibit C: Construction Drawings
- Resolution 01-15 (Original lease agreement from December 11, 2002)
- Resolution 15-08 (First amendment to the former lease)

LEASE AGREEMENT BETWEEN VILLAGE OF FRANKFORT, an Illinois Municipal Corporation ("Owner") AND Chicago SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon") ("Agreement") effective as of the date of the last signature below.

20254 S. GRACELAND

VERIZON SITE AGREEMENT

1. **Premises and Use.** Owner leases to Verizon the site described below:
 - a. A 20'x36' leased area as depicted in Exhibit A, containing an approximately 31' x 12' equipment shelter installed and currently utilized by Verizon which is located on real property commonly known as 20254 S. Graceland, Frankfort, Illinois ("Property")
 - b. Non-exclusive water tower antenna space, located at the top of the water tower.
 - c. Space required for cable runs to connect "PCS equipment" and antennas.

In the location(s) ("Site") as depicted on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Verizon, source of electric and telephone facilities. The Site will be used by Verizon for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility (collectively, "PCS Equipment"), including, without limitation, antenna equipment, cable wiring, related fixtures and, if applicable to the Site, an antenna structure. Verizon will use the Site in a manner which will not unreasonably disturb the occupancy of the Owner's other tenants. Verizon agrees that any damage caused to the Owner's building, utilities or other related property, including landscaping, caused by Verizon's installation, maintenance or improvements shall promptly be repaired, restored or replaced by Verizon to the same condition as existed prior to said installation or improvements, at Verizon's sole expense. Verizon will have access to the Site 24 hours per day, 7 days per week. Notwithstanding the foregoing, Verizon has currently installed equipment within the areas and in the manner as depicted in Exhibit C attached hereto.

Verizon and the Owner are parties to that PCS Site Agreement dated December 11, 2002 (Resolution 01-15), as amended, (collectively, the "Existing Agreement"). Notwithstanding anything contained in this Agreement or the Existing Agreement to the contrary, as of the Effective Date, Owner hereby consents to Verizon's current installation, modification and operation of the PCS Equipment as depicted on Exhibit C. The Existing Agreement will terminate on September 29, 2023.

2. **Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the date both parties mutually execute this agreement ("Commencement Date"). This Agreement will be automatically renewed for 4 additional terms (each a "Renewal Term" of 5 years each unless Verizon provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.
3. **Rent.** Payment of Rent shall begin on the Commencement Date. Rent shall be paid annually in the amount of \$68,329.39, until increased as set forth herein ("Rent"). The Rent will be increased on the first anniversary of the Commencement Date by 4%, and 4% every subsequent anniversary of the Commencement Date thereafter. A retroactive rent payment of \$200.00 per

day shall be paid to the Owner for each day between the expiration of the Existing Agreement on September 29, 2023 and the Commencement Date of this new lease, due upon the Commencement Date; these days shall include September 29, 2023 and the day of the Commencement Date.

4. **Title and Quiet Possession.** Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has authority to sign; (d) that Verizon is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Verizon is not in default beyond the expiration of any cure period; and (e) that the Owner shall not have unsupervised access to the Site or to the PCS equipment.
5. **Assignment/Subletting.** Verizon shall have the right to sublease the Premises, in whole or in part, with Owner's consent. Prior to sublease, Verizon shall send a written request seeking written approval from Owner. Owner shall approve or deny the sublease not less than sixty (60) days after written notice. Following notice and consent, Verizon may only assign, sell or transfer its interest under this Agreement, in whole or part, to: (a) Verizon's Affiliate, (b) to any entity with a net worth of at least One Hundred Million Dollars (\$100,000,000) or (c) any entity that acquires all or substantially all of the Verizon's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Owner of such assignment, transfer or sale completing, Verizon will be relieved of all future performance, liabilities and obligations under this Agreement. Owner's consent shall not be unreasonably withheld, conditioned or delayed.
6. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to Verizon are to be sent to: Chicago SMSA Limited Partnership d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921 Attention: Network Real Estate. Notices to Owner must be sent to the address shown underneath the Owner's signature.
7. **Improvements.** Verizon may at its expense, make such improvements on the site as it deems necessary from time to time for the operation of the PCS Equipment. Owner agrees to cooperate with Verizon with respect to obtaining any required zoning approvals for the site and such improvements. Upon termination or expiration of this Agreement, Verizon shall remove its equipment and improvements within 30 days and will restore the Site to substantially the condition existing on the commencement date except for ordinary wear and tear and casualty loss. Verizon shall continue to utilize the existing masonry enclosure within the 20' x 36' leased area, as depicted on Exhibit A. No signs or advertising of any type shall be posted on the site or improvements of Verizon. The twelve (12) antennas and six (6) RRU units shall be painted to match the existing color of the water tower. Subsequent equipment upgrades of the PCS equipment located on the water tower shall also be painted to match.
8. **Subsequent equipment modifications.** As to subsequent modifications of the PCS Equipment, Owner shall be entitled to evidence in the form of a stamped report from a registered structural engineer that the modified equipment will not increase the wind load, overall height of the water tower or number of antennas or RRU units and opportunity to review and approve plans and specifications, which approval (or requests for changes) shall be given within forty-five (45) days of Owner's receipt of same, approval not to be unreasonably withheld or conditioned. In the event that Verizon seeks to install additional equipment within base station area, Owner

consent shall not be required. In the event that any subsequent modification increases the wind load, overall height of the water tower or number of antennas or RRU units, then such modification shall only be permitted after the parties mutually agree upon a lease amendment.

9. **Compliance with Laws.** To the best of Owner's knowledge, Owner's property (including the site), and all improvements located thereon, are in substantial compliance with the building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Verizon will substantially comply with all applicable laws relating to its possession and use of the site, including without limitation posting requirements of the Federal Communications Commission.
10. **Interference.** Verizon will resolve any technical interference problems with Owner's equipment within twenty-four (24) hours of telephonic notice from the Owner to Verizon's NOC (800) 852-2671/(800) 621-2622. Such equipment shall be used exclusively for PCS service and be substantially the same to the bulk dimensions of the original equipment. Likewise, Owner will not permit or suffer the installation of any future equipment on the site which (a) results in technical interference problems with Verizon's then existing equipment or (b) encroaches onto the site.
11. **Utilities.** Verizon will pay for all utilities used by it at the site. Owner will cooperate with Verizon in Verizon's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company. All utilities to be trenched.
12. **Structural Defects.** If Owner determines that the water tower is structurally unsound, by way of a structural analysis completed by a certified engineer, due to the age of the structure, damage or destruction of all or part of the water tower from any source, or other factors relating to the safe condition of the water tower, or compelling health, safety or welfare reasons, Verizon, at Verizon's option, may repair such structural defects and remain on the water tower or Verizon may elect to terminate upon thirty (30) days written notice to owner.
13. **Decommission of water tower.** If Owner were to decommission the structure's primary use as a water tower, owner will give one hundred eighty (180) days prior written notice to Verizon. During said one hundred eighty (180) day period, Verizon may elect to terminate this Agreement or remain as tenant on the Property and water tower structure. Verizon will submit a structural analysis of water tower to owner within forty-five (45) days following Owner's notice of intent to decommission in the event that Verizon intends to remain as tenant on the water tower structure. At the time owner officially decommissions water tower and ceases to use it as such, Verizon will be liable and responsible for maintaining water tower based on the recommendations of the structural analysis. In the event that the water tower were recommissioned by owner as a water tower this provision will become null and void.
14. **Indemnity.** Verizon shall indemnify, protect, defend and hold Owner and it's president, administrator, board members, Village Board, officers, officials, employees, agents, and consultants harmless from and against any and all claim, liabilities, judgments, costs, damages, and expenses including but not limited to any reasonable attorney's fees, expert witnesses, consultants, and court costs, arising out of or in any way related to Verizon's activities on the Property and/or Premises or to the PCS Equipment, including the installation, maintenance, operation, or removal thereof, except to the extent that such claim, liability, judgment, cost,

damage, or expense arises from the negligence or willful misconduct of, Owner, its employees, or agents.

15. **Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Verizon will not introduce or use any such substance on the site in violation of any applicable law.
16. **Subordination and Non-Disturbance.** This agreement is subordinate to any mortgage or deed of trust now of record against the site. However, promptly after the agreement is fully executed, owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to Verizon from the holder of any such mortgage or deed of trust.
17. **Taxes.** Verizon Company will be responsible for payment of all taxes assessed directly upon and arising solely from its use of the communication facility on the site. Verizon Company will pay to owner any increase in taxes attributable solely to any improvements to the site made by Verizon Company within sixty (60) days after receipt of satisfactory documentation indicating calculation of Verizon share of taxes and payment of the owner. Owner will pay when due all taxes and assessments attributable to the property of owner of which the site is a part. Owner shall deliver a copy of any tax bill or notice of reassessment to Verizon within five (5) days of owner's receipt of the same. Verizon shall have the right, at its own expense, and, if necessary, in the name of but without expense to owner, to contest by appropriate proceedings, conducted with due diligence and in good faith, the validity of the amount of taxes or reassessment, as applicable, to the site.
18. **Insurance.** Verizon will procure and maintain commercial general liability insurance, with limits of \$5,000,000 per occurrence for bodily injury and property damage liability and \$5,000,000 general aggregate with a certificate of insurance to be furnished to the Owner, including Owner as an additional insured as their interest may appear under this Agreement, within 30 days of written request. Upon receipt of notice from its insurer(s) Verizon shall provide the Owner within thirty (30) days' prior written notice of cancellation. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it, to the extent allowed by the insurance provided to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.
19. **Maintenance.** Verizon will be responsible for repairing and maintaining the PCS Equipment and any other improvements installed by Verizon at the Site in a proper operating and reasonably safe condition: provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse Verizon for the reasonable costs incurred by Verizon to restore the damage areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.
20. **Tower Painting and Tower Repairs.** Owner shall notify Verizon at least ninety (90) days (unless Owner must make repairs on an emergency basis, in which as much notice as reasonably possible under the circumstances shall be provided) in advance in the event Owner shall paint the Tower or perform repairs and such activity would require Tenant to relocate or remove equipment from Tower. Upon such request, Verizon agrees to relocate its equipment on a

temporary basis to another location at Property, hereinafter referred to as the "Temporary Relocation, with the following conditions:

- a. The Temporary Relocation is similar to Verizon's existing location in size and is fully compatible for its use, in Verizon's reasonable determination;
- b. Verizon pays all costs incurred by Verizon for relocating its equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for Verizon's use, in Verizon's reasonable determination;
- c. Verizon's use at the Property is not interrupted or diminished during the relocation and Verizon is allowed, if necessary, in Verizon's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- d. Upon the completion of any maintenance, repair or similar work by Owner that necessitates Temporary Relocation, Tenant is permitted to return to its original location from the temporary location.

In the event the entire Tower must be repainted by Owner, Owner shall contract for a painting contractor. The parties shall mutually arrange for the painting contractor to bid on the cost of painting the Tower without the Communications Facilities located on the Tower and the painting contractor shall also submit a separate bid for the cost of the painting the Tower with Verizon's antennas left in place; the painting contractor shall then proceed to paint the Tower and Verizon's antennas array and mounting brackets with the antennas and mounting brackets left in place on the Tower, subject to Verizon's direction and supervision; Verizon shall be responsible for the additional costs of painting due to the existence of the antenna array on the Tower.

21. Structural Analysis. At Owner's option, Verizon shall conduct two (2) structural analysis per Initial or Renewal Term, at Verizon's sole expense. Said structural analysis shall be completed by a certified structural engineer in Illinois and a certified copy of which shall be provided to Owner within thirty (30) days of completion.

22. Miscellaneous.

- a. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement;
- b. This Agreement is governed by the laws of the state in which the Site is located;
- c. If requested by Verizon, Owner agrees promptly to execute and deliver to Verizon a recordable Memorandum of this Agreement in the form of Exhibit B;
- d. This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreement, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties;
- e. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law;

- f. Verizon shall pay any of Owner's fees, costs and expenses, including reasonable attorney's fees, for any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this agreement.
 - g. Within thirty (30) days following a receipt of an invoice, Verizon shall reimburse Owner for its reasonable costs and expenses related to this Agreement and the review of any plans or work related to this Agreement.
23. **Termination Prior to Expiration.** This Lease Agreement may be terminated by either party upon forty-five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party which is not cured within forty-five (45) days of receipt of written notice of default; or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion; provided that the grace period for any monetary default shall be fifteen (15) days from receipt of written notice. Additionally, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this agreement. This Agreement may also be terminated by Verizon on at least forty-five (45) days prior written notice to Owner if, under circumstances not under the control or arising from the fault of Verizon, (i) Verizon is unable to obtain or maintain any requisite permit or authorization or any such permit or authorization is subsequently revoked or not renewed; (ii) any physical equipment or electronic emissions materially interfere with the operation of the PCS Equipment; or (iii) Verizon determines that the Property is no longer technically or structurally compatible for its use. If Verizon terminates the Agreement pursuant to this Paragraph 26, Verizon agrees to pay Owner an early termination fee equal to twelve (12) months of the then current Rent; unless such termination is due to default of Owner.
24. **Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.
25. **Replacement Agreement.** Upon the Commencement Date, this Agreement shall be known by Verizon as contract number _____.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B and C

OWNER: Village of Frankfort, an Illinois Municipal Corporation

By: _____

Its: Village President

S.S./Tax No.: 36-6009522

Address: 432 W. Nebraska Street, Frankfort, IL 60423

Date: _____

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

By: Cellco Partnership, its general partner

By: _____

Its: _____

Date: _____

Exhibit A: Site Description

(see attached)

- Plat of Survey of Lease Area and Easements
- Legal description of the parcel (property)
- Legal description of the leased area on the ground (the shelter)
- Legal description of any access easements
- Legal description of any utility easements

Exhibit B

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this ____ day of ____, between the Village of Frankfort, an Illinois municipal corporation, with a mailing address of 432 W. Nebraska Street, Frankfort, IL 60423, hereinafter collectively referred to as "Owner" and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to "Verizon". Owner and Verizon are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

Such Agreement provides in part that Owner Leases to Verizon a certain Site located at 20254 S. Graceland Lane, Frankfort, Will County, State of Illinois, within property of Owner which is described in Exhibit A attached hereto, for grant of easement of unrestricted rights of access thereto and to utilities for a term of 5 years commencing on _____, 2023, which term is subject to four (4) additional five (5) year extension periods.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Owner and Verizon have caused this Memorandum to be duly executed on the date first written hereinabove.

Owner: The Village of Frankfort

By (signature): _____

By (printed): _____

Its: Village President

Date: _____

Verizon: Chicago SMSA Limited Partnership d/b/a Verizon Wireless

By: Cellco Partnership, its general partner

By (signature): _____

By (printed): _____

Its: _____

Date: _____

ACKNOWLEDGEMENT

State of Illinois

County of Will

I, _____, a Notary Public for said County and State, do hereby certify that Mr. Keith Ogle, personally came before me this day and acknowledged that he is the Village President of the Village of Frankfort, an Illinois municipal corporation, and he, being authorized to do so, executed the foregoing MEMORANDUM OF AGREEMENT on behalf of the Village of Frankfort.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 202__.

Notary Public: _____

My Commission Expires: _____

State of Illinois

County of Will

I, _____, a Notary Public for said County and State, do hereby certify that _____, personally came before me this day and acknowledged that _____, and she/he, being authorized to do so, executed the foregoing MEMORANDUM OF AGREEMENT on behalf of Chicago SMSA Limited Partnership d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 202__.

Notary Public: _____

My Commission Expires: _____

Exhibit C

Construction Drawings

(see attached)

EXHIBIT A

Site No. LOC. #2300032604

Legal Descriptions

Parent Parcel (title commitment)

The Land is described as follows:

PARCEL 1:

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WEST LINE OF GRACELAND LANE IN THE COURTHOMES OF FRANKFORT SQUARE UNIT 1, AS RECORDED ON SEPTEMBER 29, 1971, AS DOCUMENT NO. R71-23642, AND EAST OF OUTLOT "C", IN BLOCK 3, IN FRANKFORT SQUARE UNIT 2, AS RECORDED ON JANUARY 5, 1971, AS DOCUMENT NO. R71-146, AND NORTH OF THE SOUTH LINE EXTENDED EAST OF SAID OUTLOT "C", IN WILL COUNTY, ILLINOIS;

PARCEL 2:

OUTLOT "C" IN BLOCK 3, IN SAID FRANKFORT SQUARE UNIT 2, NOW EXCEPTING THEREFROM THAT PART TAKEN FOR GRACELAND LANE IN THE COURTHOMES OF FRANKFORT SQUARE UNIT 1, IN WILL COUNTY, ILLINOIS.

Proposed 20'x36' Lease Area

All that part of Outlot "C" in Block 3 of Frankfort Square Unit No. 2, being a subdivision of part of the Northwest 1/4 of Section 13, Township 35 North, Range 12 East of the Third Principal Meridian, Will County, Illinois as recorded on January 5, 1971 as Document No. R71-146, Will County Recorder's Office, described as: Commencing at a found iron at the Southwest corner of Outlot "D" in Block 3 of said plat; thence North 00°23'15" West 238.00 feet along the west line of said Outlot "D" and Outlot "C"; thence North 89°36'45" East 27.06 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 89°36'45" East 36.00 feet; thence South 00°23'15" East 20.00 feet; thence South 89°36'45" West 36.00 feet; thence North 00°23'15" West 20.00 feet to the place of beginning of this description.

Proposed 15.00' wide Ingress/Egress Easement

A 15.00 foot wide easement for ingress and egress in that part of Outlot "C" in Block 3 of Frankfort Square Unit No. 2, being a subdivision of part of the Northwest 1/4 of Section 13, Township 35 North, Range 12 East of the Third Principal Meridian, Will County, Illinois as recorded on January 5, 1971 as Document No. R71-146, Will County Recorder's Office, the centerline of which is described as: Commencing at a found iron at the Southwest corner of Outlot "D" in Block 3 of said plat; thence North 00°23'15" West 238.00 feet along the west line of said Outlot "D" and Outlot "C"; thence North 89°36'45" East 44.06 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 00°23'15" West 12.79 feet; thence North 89°36'45" East 30.00 feet; thence North 56°11'16" East 46.00 feet; thence North 82°40'20" East 35.08 feet to the westerly right of way line of Graceland Avenue (32' wide) for the place of ending of this centerline description. The sidelines of said easement to be lengthened and/or shortened to meet at angle points and to terminate at the westerly right of way line of Graceland Avenue.

Proposed 8.00' wide Utility Easement

An 8.00 foot wide easement for utilities in that part of Outlot "C" in Block 3 of Frankfort Square Unit No. 2, being a subdivision of part of the Northwest 1/4 of Section 13, Township 35 North, Range 12 East of the Third Principal Meridian, Will County, Illinois as recorded on January 5, 1971 as Document No. R71-146, Will County Recorder's Office, the centerline of which is described as: Commencing at a found iron at the Southwest corner of Outlot "D" in Block 3 of said plat; thence North 00°23'15" West 238.00 feet along the west line of said Outlot "D" and Outlot "C"; thence North 89°36'45" East 23.06 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 00°23'15" East 24.00 feet to point "A"; thence North 89°36'45" East 72.17 feet; thence North 32°15'40" East 10.55 feet to the place of ending of this centerline description; thence recommencing at the aforescribed point "A" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 89°36'45" West 23.06 feet to the place of ending of this centerline description. The sidelines of said easement to be lengthened and/or shortened to meet at angle points and to terminate at the existing water tank and the westerly line of Outlot "C".

SURVEYOR'S NOTE

THE PARENT PARCEL BOUNDARY OF THIS DRAWING IS ILLUSTRATED FROM RECORD INFORMATION AND IS APPROXIMATE.

THE TOPOGRAPHICAL SURVEY FOR THIS MAP WAS PERFORMED ON JULY 28, 2023.

NOT TO BE USED AS CONSTRUCTION DRAWINGS.

UNDERGROUND UTILITY MARKING WAS REQUESTED OF JULIE AS X232060136-00X DATED 7/25/2023

ELEVATION DATUM

ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM.

CONTOURS ARE ILLUSTRATED AT 1.0' INTERVALS.

BM#1) ELEV. 713.44

DESCRIPTION: BOX CUT EAST SIDE OF CONCRETE BASE TO WATER TOWER.

FLOOD PLAIN INFORMATION

WE HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE MAP AS PREPARED FOR WILL COUNTY UNINCORPORATED AREAS, ILLINOIS, COMMUNITY PANEL NUMBER 17197C0218G DATED FEBRUARY 15 2019, AND FIND THAT THE PROJECT SITE IS ZONED X (UNSHADED)

ZONING DATA

ACCORDING TO THE SITE CANDIDATE INFORMATION PACKAGE THIS SITE IS ZONED: SETBACKS:

FRONT: ?

REAR: ?

SIDE: ?

BASIS OF BEARINGS

LATITUDE AND LONGITUDE OF SITE REFERENCE POINT ARE BASED ON NAD83(2011)

BEARINGS ARE BASED ON ILLINOIS STATE PLANE, IL EAST 1201 TO ORIENT DRAWING TO TRUE NORTH, ROTATE CLOCKWISE 00°21'03.54".

PROPRIETOR

VILLAGE OF FRANKFORT
20254 S GRACELAND LN
FRANKFORT, IL
60423

EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

THE TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY AS COMMITMENT NO. IL2304881, DATED July 13, 2023 at 12:00 AM LISTS THE FOLLOWING EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS, THAT ARE MATTERS OF SURVEY, AFFECTING THE PARENT PARCEL UNDER "SCHEDULE B"

SEE SHEET 2 OF 2

LEGAL DESCRIPTION

PROPOSED 20'X36' LEASE AREA

SEE SHEET 2 OF 2

LEGAL DESCRIPTION

PROPOSED 15.00' WIDE INGRESS/EGRESS EASEMENT

SEE SHEET 2 OF 2

LEGAL DESCRIPTION

PROPOSED 8.00' WIDE UTILITY EASEMENT

SEE SHEET 2 OF 2

LEGAL DESCRIPTION

PARENT PARCEL (TITLE COMMITMENT)

The Land is described as follows:

PARCEL 1:

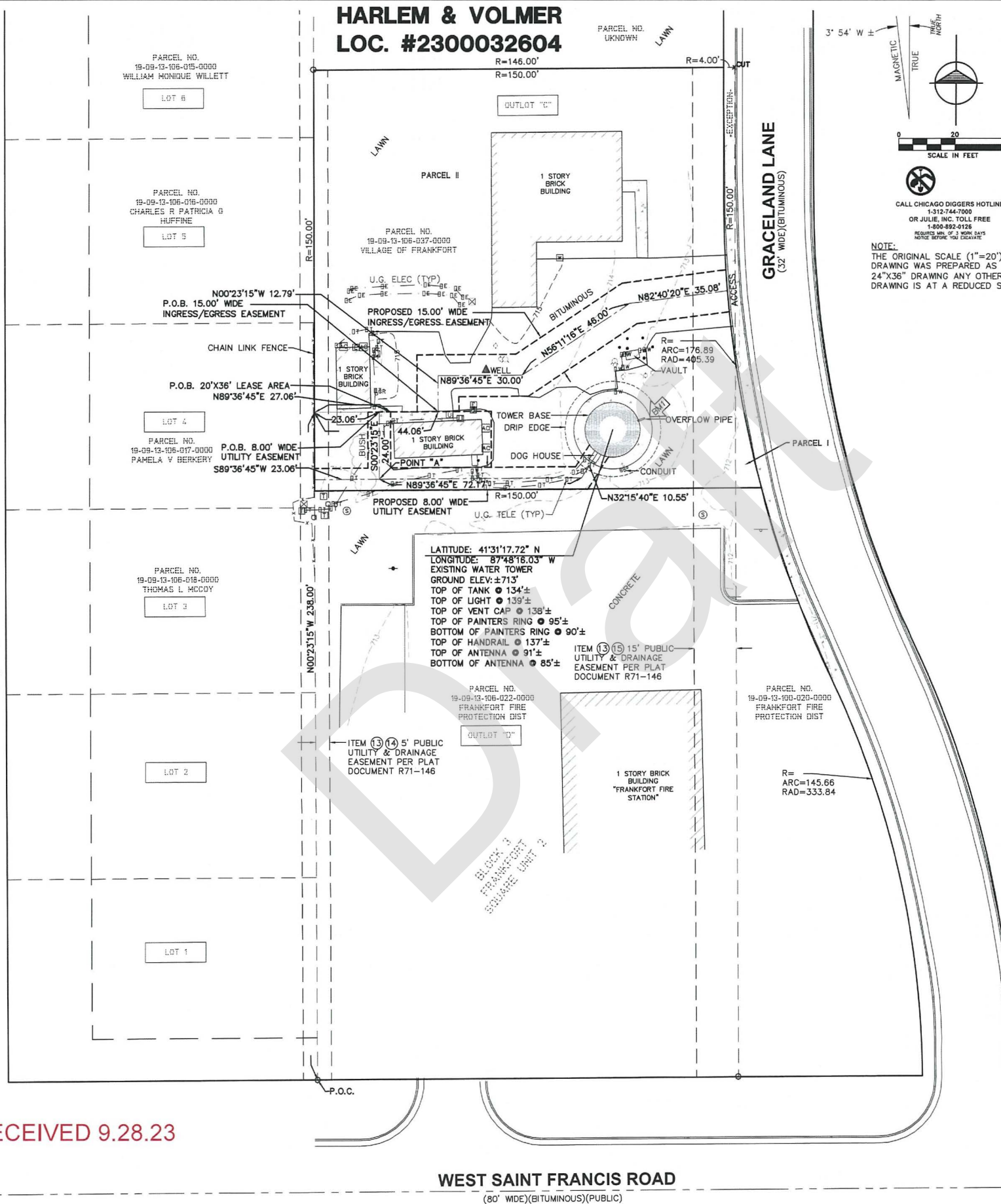
A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WEST LINE OF GRACELAND LANE IN THE COURTHOMES OF FRANKFORT SQUARE UNIT 1, AS RECORDED ON SEPTEMBER 29, 1971, AS DOCUMENT NO. R71-23642, AND EAST OF OUTLOT "C", IN BLOCK 3, IN FRANKFORT SQUARE UNIT 2, AS RECORDED ON JANUARY 5, 1971, AS DOCUMENT NO. R71-146, AND NORTH OF THE SOUTH LINE EXTENDED EAST OF SAID OUTLOT "C", IN WILL COUNTY, ILLINOIS;

PARCEL 2:

OUTLOT "C" IN BLOCK 3, IN SAID FRANKFORT SQUARE UNIT 2, NOW EXCEPTING THEREFROM THAT PART TAKEN FOR GRACELAND LANE IN THE COURTHOMES OF FRANKFORT SQUARE UNIT 1, IN WILL COUNTY, ILLINOIS.

This map was made from the above legal description which was given to us as a complete description of the property. Both map and description should be compared with the Abstract of Title or Title Policy for any exceptions, easements or differences in description.

HARLEM & VOLMER LOC. #2300032604



NOTE:
THE ORIGINAL SCALE (1"=20') OF THIS DRAWING WAS PREPARED AS A 24"X36" DRAWING ANY OTHER SIZE DRAWING IS AT A REDUCED SCALE.

LEGEND

- ▲ - TRAVERSE POINT
- - WELL
- - HIGHWAY
- ⊙ - MONUMENT
- ⊠ - MONUMENT BOX
- ⊡ - RIGHT OF WAY MARKER
- ⊢ - SET WOODSTAKE
- ✂ - XCUT
- - PK NAIL
- ⊙ - FOUND IRON STAKE
- ⊙ - SET IRON STAKE
- - SIGN
- RR - RR SIGN
- - GUY POLE
- - GUY ANCHOR
- - UTILITY POLE
- ⊙ - LIGHT POLE
- ⊙ - ORNAMENTAL LIGHT POLE
- ⊙ - POST
- ⊙ - U.G. UTILITY MARKER
- ⊙ - GROUND ROD
- XX - SOIL BORING
- MB - MAILBOX
- ⊙ - SATELLITE DISH
- ⊙ - HAND HOLE
- ⊙ - AC UNIT
- ⊙ - U.G. UTILITY MARKER
- ⊙ - FIRE HYDRANT
- ⊙ - POST INDICATOR VALVE
- ⊙ - WATER VALVE
- ⊙ - GAS VALVE
- ⊙ - UST FILL PORT
- ⊙ - GAS PUMP
- ⊙ - GAS METER
- ⊙ - WATER METER
- ⊙ - TELEPHONE RISER
- ⊙ - ELECTRIC METER
- ⊙ - ELECTRIC TRANSFORMER
- ⊙ - CABLE TV RISER
- ⊙ - CATCH BASIN
- ⊙ - ROUND CATCH BASIN
- ⊙ - UTILITY MANHOLE
- ⊙ - STORM MANHOLE
- ⊙ - SANITARY MANHOLE
- ⊙ - ELECTRIC MANHOLE
- ⊙ - TELEPHONE MANHOLE
- ⊙ - WATER MANHOLE
- ⊙ - HANDICAP PARKING SPACE
- ⊙ - SHRUB
- ⊙ - TREE
- ⊙ - PINE TREE
- - EXISTING CONTOURS
- - TELEPHONE UTILITY LINE
- - ELECTRIC UTILITY LINE
- - WATER UTILITY LINE
- - GAS UTILITY LINE
- - STEAM UTILITY LINE
- - STORM UTILITY LINE
- - SANITARY UTILITY LINE
- - FIBER OPTIC UTILITY LINE
- - OVERHEAD UTILITY LINE
- - FENCE LINE
- - GUARD RAIL

All utilities as shown are approximate locations derived from actual measurements and available records. They should not be interpreted to be in exact location nor should it be assumed that they are the only utilities in the area.

CHICAGO SMSA

limited partnership

d/b/a VERIZON WIRELESS

HARLEM & VOLMER LOC. #2300032604

Survey Prepared for:

TERRA
CONSTRUCTION SERVICES, LTD.
600 Busse Highway
Park Ridge, IL 60068
Ph: 847/688-8400
Fax: 847/688-8401

Project Manager: Tom Zimmermann

REVISIONS

NO.	DESCRIPTION	DATE
1	ADD TITLE COMMITMENT	08/03/23
2	ADD EASEMENT DESCRIPTIONS	08/25/23
3	FINAL	08/27/23

williams&works

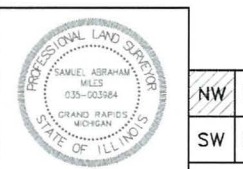
engineers | surveyors | planners

616.224.1500 phone

549 Ottawa Ave NW

http://williams-works.com

Grand Rapids, MI 49503



DATE: 07/28/23

DWG. BY: A.G.G.

SCALE: 1"=20'

SURVEYED BY: D.S.

UPDATE: WBM092723 CHKD BY: S.A.M.

PROJECT NO.: 211005.933

SITE NAME

HARLEM & VOLMER

LOCATION NUMBER

LOC. #2300032604

SITE ADDRESS

20254 S GRACELAND LN
FRANKFORT, ILLINOIS
60423

SHEET TITLE

PS-1

SHEET 1 OF 2

I, Samuel A. Miles, do hereby certify that the drawing shown hereon is a correct representation of a survey performed at and under my direction.

All dimensions shown are in feet and decimal parts thereof.

Given under my hand and seal this 27th day of September, 2023.

Samuel A. Miles
Samuel A. Miles
Illinois Professional Land Surveyor No. 035.003984
Expires November 30, 2024

Note: This certification only applies to improvements within the lease site and easements as shown hereon.

ILLINOIS REGISTERED DESIGN FIRM
LICENSE NUMBER 184.007034-0008
LICENSE EXPIRES: APRIL 30, 2025

RECEIVED 9.28.23

WEST SAINT FRANCIS ROAD
(80' WIDE)(BITUMINOUS)(PUBLIC)

SURVEYOR'S NOTE

THE PARENT PARCEL BOUNDARY OF THIS DRAWING IS ILLUSTRATED FROM RECORD INFORMATION AND IS APPROXIMATE.

THE TOPOGRAPHICAL SURVEY FOR THIS MAP WAS PERFORMED ON JULY 28, 2023.

NOT TO BE USED AS CONSTRUCTION DRAWINGS.

UNDERGROUND UTILITY MARKING WAS REQUESTED OF JULIE AS X232060136-00X DATED 7/25/2023

EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

THE TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY AS COMMITMENT NO. IL2304881, DATED July 13, 2023 at 12:00 AM LISTS THE FOLLOWING EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS, THAT ARE MATTERS OF SURVEY, AFFECTING THE PARENT PARCEL UNDER "SCHEDULE B"

8. Memorandum of Lease dated May 4, 1998 and recorded June 12, 1998 as document R98-67300 made by and between the Village of Frankfort (Landlord) and Sprintcom, Inc. (Tenant) which demises the Land for a period ending May 4, 2003, and the rights of all parties claiming thereunder, if any.

Note: The aforesaid Lease contains 4 options to renew for periods of 5 years each. AFFECTS THE SUBJECT PROPERTY. LOCATION OF LEASE AREA, ACCESS EASEMENT, UTILITY EASEMENT #1, AND UTILITY EASEMENT #2 CANNOT BE DETERMINED FROM RECORD DOCUMENT: DOCUMENT ILLEGIBLE

9. Site Agreement recorded September 2, 1999 as document R99-109842, made by and between the Village of Frankfort and Sprintcom, Inc. AFFECTS THE SUBJECT PROPERTY. LOCATION OF LEASE AREA, ACCESS EASEMENT, UTILITY EASEMENT #1, AND UTILITY EASEMENT #2 CANNOT BE DETERMINED FROM RECORD DOCUMENT: DOCUMENT ILLEGIBLE

10. Rights of way for drainage tiles, drainage ditches, feeders and laterals, and any other drainage facilities or easements, if any.

(Affects Parcels 1 and 2)
MAY AFFECT THE SUBJECT PROPERTY. NO DOCUMENT PROVIDED.

11. Note: That part of the land in Sections 12 and 13 is included in the Frankfort Drainage District of Will County, Illinois.

(Affects Parcel 1)
MAY AFFECT THE SUBJECT PROPERTY. NO DOCUMENT PROVIDED.

12. Note: It appears from proceedings in the County Court of Will County, Illinois, Case No. 9274, that the land is located within the Frankfort Mutual Drainage District No. 4. This commitment/policy is subject to liens for drainage assessments and drainage taxes. (Affects Parcels 1 and 2)
NO DOCUMENT PROVIDED.

13. Easement in favor of Northern Illinois Gas Company, Commonwealth Edison Company, Prestwick Utilities Company, Illinois Bell Telephone Company, the public and the municipality for the purpose of installing, operating and maintaining all necessary equipment and surface grades necessary to service the subdivision and other property with utilities, channels and drainage as provided in plot recorded January 5, 1971 as document no. R71-146, together with the right to overhang aerial service wires over all of the land and access rights to such areas plotted as "easements", streets, alleys and public areas and the terms thereof as contained in said document. (Affects the West 5 feet and the East 15 feet of Parcel 2)
AFFECTS THE SUBJECT PROPERTY AS SHOWN.

14. Easements for public utilities and drainage over, upon and under the West 5 feet of the Land as shown on the Plat of Subdivision recorded January 5, 1971 as document R71-146. (Affects Parcel 2)
AFFECTS THE SUBJECT PROPERTY AS SHOWN.

15. Easements for public utilities and drainage over, upon and under the East 15 feet of the Land as shown on the Plat of Subdivision recorded January 5, 1971 as document R71-146. (Affects Parcel 2)
AFFECTS THE SUBJECT PROPERTY AS SHOWN.

16. Encroachment of railroad tiles located mainly on the Land North of and adjoining, as referenced on survey prepared by Joseph A Schudt & Associates, Inc, dated July 3, 1990 as order number 9006-035-N. (Affects Parcel 2)
NO DOCUMENT PROVIDED.

17. Encroachment of metal signs located mainly on the Land, as referenced on survey prepared by Joseph A Schudt & Associates, Inc, dated July 3, 1990 as order number 9006-035-N. (Affects Parcel 2)
NO DOCUMENT PROVIDED.

18. Cable TV pole as referenced on the survey by Joseph A Schudt & Associates, Inc, dated July 3, 1990, No. 9006-035-N. (Affects Parcel 2)
NO DOCUMENT PROVIDED.

19. Rights of the Commonwealth Edison Company to operate and maintain its facilities upon and under the land as referenced by letter from Craig Chesley, the Commonwealth Edison Company, dated July 11, 1990 and approximate as located on map attached thereto. (Affects Parcel 2)
NO DOCUMENT PROVIDED.

LEGAL DESCRIPTION

PROPOSED 20'X36' LEASE AREA

All that part of Outlot "C" in Block 3 of Frankfort Square Unit No. 2, being a subdivision of part of the Northwest 1/4 of Section 13, Township 35 North, Range 12 East of the Third Principal Meridian, Will County, Illinois as recorded on January 5, 1971 as Document No. R71-146, Will County Recorder's Office, described as: Commencing at a found iron at the Southwest corner of Outlot "D" in Block 3 of said plat; thence North 00°23'15" West 238.00 feet along the west line of said Outlot "D" and Outlot "C"; thence North 89°36'45" East 27.06 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 89°36'45" East 36.00 feet; thence South 00°23'15" East 20.00 feet; thence South 89°36'45" West 36.00 feet; thence North 00°23'15" West 20.00 feet to the place of beginning of this description.

LEGAL DESCRIPTION

PROPOSED 15.00' WIDE INGRESS/EGRESS EASEMENT

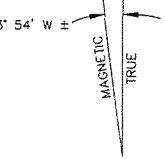
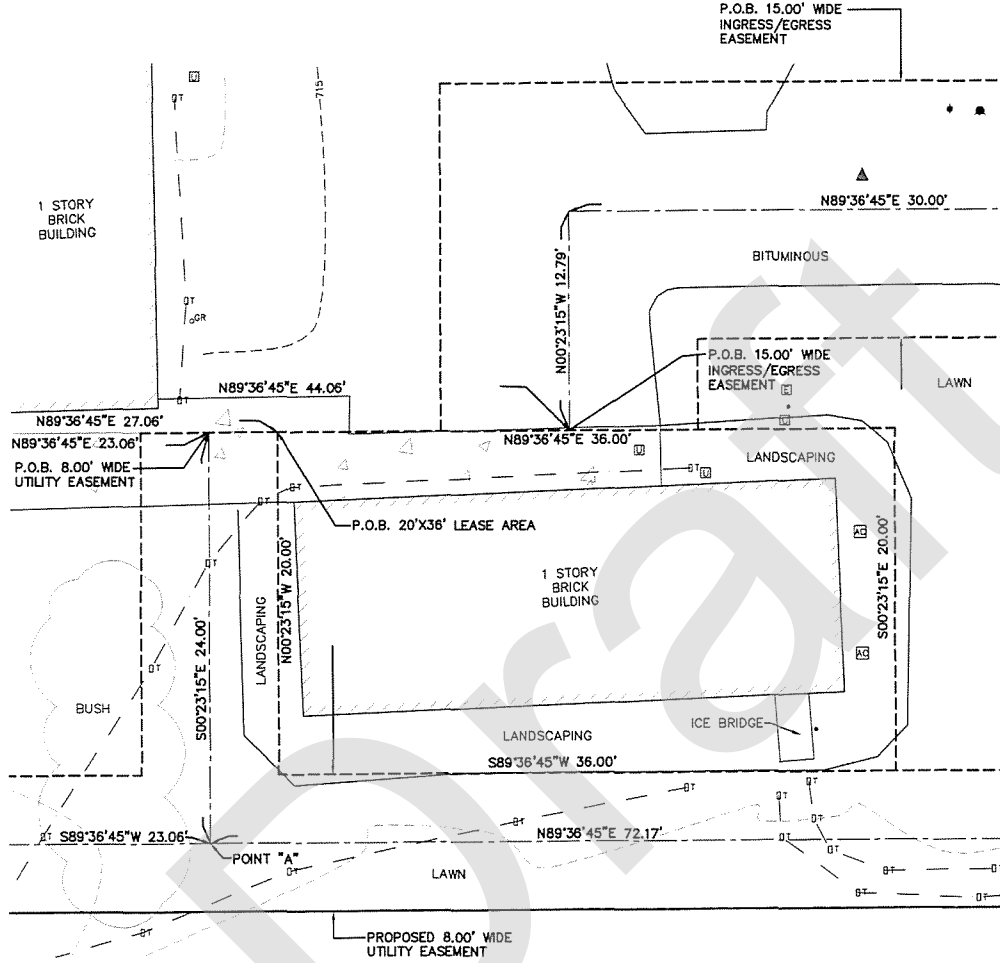
A 15.00 foot wide easement for ingress and egress in that part of Outlot "C" in Block 3 of Frankfort Square Unit No. 2, being a subdivision of part of the Northwest 1/4 of Section 13, Township 35 North, Range 12 East of the Third Principal Meridian, Will County, Illinois as recorded on January 5, 1971 as Document No. R71-146, Will County Recorder's Office, the centerline of which is described as: Commencing at a found iron at the Southwest corner of Outlot "D" in Block 3 of said plat; thence North 00°23'15" West 238.00 feet along the west line of said Outlot "D" and Outlot "C"; thence North 89°36'45" East 44.06 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 00°23'15" West 12.79 feet; thence North 89°36'45" East 30.00 feet; thence North 56°11'16" East 46.00 feet; thence North 82°40'20" East 35.08 feet to the westerly right of way line of Graceland Avenue (32' wide) for the place of ending of this centerline description. The sidelines of said easement to be lengthened and/or shortened to meet at angle points and to terminate at the westerly right of way line of Graceland Avenue.

LEGAL DESCRIPTION

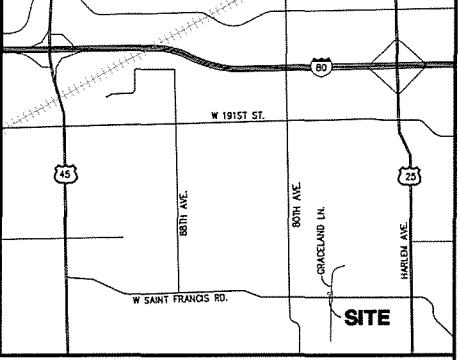
PROPOSED 8.00' WIDE UTILITY EASEMENT

An 8.00 foot wide easement for utilities in that part of Outlot "C" in Block 3 of Frankfort Square Unit No. 2, being a subdivision of part of the Northwest 1/4 of Section 13, Township 35 North, Range 12 East of the Third Principal Meridian, Will County, Illinois as recorded on January 5, 1971 as Document No. R71-146, Will County Recorder's Office, the centerline of which is described as: Commencing at a found iron at the Southwest corner of Outlot "D" in Block 3 of said plat; thence North 00°23'15" West 238.00 feet along the west line of said Outlot "D" and Outlot "C"; thence North 89°36'45" East 23.06 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 00°23'15" East 24.00 feet to point "A"; thence North 89°36'45" East 72.17 feet; thence North 32°15'40" East 10.55 feet to the place of ending of this centerline description; thence recommending at the aforescribed point "A" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 89°36'45" West 23.06 feet to the place of ending of this centerline description. The sidelines of said easement to be lengthened and/or shortened to meet at angle points and to terminate at the existing water tank and the westerly line of Outlot "C".

HARLEM & VOLMER
LOC. #2300032604



CALL CHICAGO DIGGERS HOTLINE
1-312-744-7800
OR JULIE, INC. TOLL FREE
1-800-892-9128
REQUIRE MIN. OF 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE



VICINITY MAP
N.T.S.

CHICAGO
SMSA

limited partnership

d/b/a VERIZON WIRELESS

HARLEM &
VOLMER
LOC. #2300032604

Survey Prepared for:

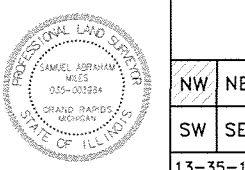
TERRA
CONSULTING GROUP, LTD.
600 Blues Highway
Park Ridge, IL 60068
PH: 547/606-8400
FAX: 547/606-8401
Project Manager: Tom Zimmermann

REVISIONS		
NO.	DESCRIPTION	DATE
1	ADD TITLE COMMITMENT	08/03/23
2	ADD EASEMENT DESCRIPTIONS	08/25/23
3	FINAL	09/27/23

williams&works

engineers surveyors planners

616.224.1500 phone
549 Ottawa Ave NW
http://williams-works.com
Grand Rapids, MI 49503



DATE: 07/28/23	DWG. BY: A.G.G.
SCALE: N/A	SURVEYED: D.S.
UPDATE: WBM092723	CHKD BY: S.A.M.
PROJECT NO.: 211005.933	

SITE NAME

HARLEM & VOLMER

LOCATION NUMBER

LOC. #2300032604

SITE ADDRESS

20254 S GRACELAND LN
FRANKFORT, ILLINOIS
60423

SHEET TITLE

PS-2

SHEET 2 OF 2

I, Samuel A. Miles, do hereby certify that the drawing shown hereon is a correct representation of a survey performed at and under my direction.

All dimensions shown are in feet and decimal parts thereof.

Given under my hand and seal this 27th day of September, 2023.

Samuel A. Miles
Samuel A. Miles
Illinois Professional Land Surveyor No. 035.003984
Expires November 30, 2024

Note: This certification only applies to improvements within the lease site and easements as shown hereon.

ILLINOIS REGISTERED DESIGN FIRM
LICENSE NUMBER 184.007034-0008
LICENSE EXPIRES: APRIL 30, 2025

RECEIVED 11.29.21

APPROVALS REAL ESTATE: _____ RF: _____ CONSTRUCTION: _____ EQUIPMENT ENGINEERING: _____ OPERATIONS: _____	VICINITY MAP N.T.S. 	REGIONAL MAP N.T.S. 	CONSULTANT TEAM PROJECT CONSULTANT: TERRA CONSULTING GROUP, LTD. 600 BUSSE HIGHWAY PARK RIDGE, IL 60068 (847) 698-6400 STRUCTURAL CONSULTANT: (TOWER ANALYSIS) KRECH OJARD & ASSOCIATES, PA 101 PUTNAM STREET EAU CLAIRE, WI 54703 (715) 552-7374 (715) 552-7336 (FAX) STRUCTURAL CONSULTANT: (MOUNT ANALYSIS) PAUL J FORD AND COMPANY 250 E. BROAD STREET SUITE 1500 COLUMBUS, OH 43215 (614) 221-6679 (614) 448-4105 (FAX) MOUNT ANALYSIS STATUS: COMPLETE MOUNT ANALYSIS RESULTS: PASS MOUNT ANALYSIS DATE: 10/13/2021 STRUCTURAL ANALYSIS DATE: 10/20/2021	 																																			
PROJECT TYPE PROPOSED ANTENNA MODIFICATION ON AN EXISTING WIRELESS SITE	CONTRACTOR PMI REQUIREMENTS <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">PMI ACCESSED AT: HTTPS://PMI.VZWSMART.COM</td> <td style="width:50%;">MOUNT MODIFICATION REQUIRED: NO</td> </tr> <tr> <td>SMART TOOL VENDOR PROJECT #: 10017829</td> <td rowspan="2"> VZW APPROVED SMART KIT VENDORS REFER TO MOUNT MODIFICATION DRAWINGS PAGE FOR VZW SMART KIT APPROVED VENDORS </td> </tr> <tr> <td>VZW LOCATION CODE (PSLC): 126555</td> </tr> </table>		PMI ACCESSED AT: HTTPS://PMI.VZWSMART.COM	MOUNT MODIFICATION REQUIRED: NO	SMART TOOL VENDOR PROJECT #: 10017829	VZW APPROVED SMART KIT VENDORS REFER TO MOUNT MODIFICATION DRAWINGS PAGE FOR VZW SMART KIT APPROVED VENDORS	VZW LOCATION CODE (PSLC): 126555	PROJECT INFORMATION OCCUPANCY: UNINHABITED SITE ADDRESS: 20248 S. GRACELAND LANE FRANKFORT, IL 60423 LATITUDE: 41° 31' 20.1216" N (APPROXIMATE) LONGITUDE: 87° 48' 16.11" W (APPROXIMATE) STRUCTURE OWNER: VILLAGE OF FRANKFORT CONTACT PERSON: T.B.D. APPLICANT: VERIZON WIRELESS 1701 GOLF ROAD, TOWER 2 SUITE 400 ROLLING MEADOWS, IL 60008 REAL ESTATE MANAGER: KIM KUESTER (630) 903-5403	REVISIONS <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>02/03/2021</td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>2</td> <td>06/25/2021</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>3</td> <td>06/22/2021</td> <td>ISSUED FOR FINAL REVIEW PER 3RD PARTY COMMENTS</td> </tr> <tr> <td>4</td> <td>11/15/2021</td> <td>REVISED PER ADDITIONAL 3RD PARTY COMMENTS</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	1	02/03/2021	ISSUED FOR REVIEW	2	06/25/2021	ISSUED FOR PERMITTING	3	06/22/2021	ISSUED FOR FINAL REVIEW PER 3RD PARTY COMMENTS	4	11/15/2021	REVISED PER ADDITIONAL 3RD PARTY COMMENTS															
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APPROVED EXHIBIT C <div style="text-align: center;"> 1701 GOLF ROAD, TOWER 2, SUITE 400 ROLLING MEADOWS, ILLINOIS 60008 PHONE: (847) 619-5397 FAX: (847) 706-7415 </div>		<div style="text-align: center;"> LOCATION NUMBER: 126555 SITE NAME: CH HARLEM AND VOLLMER <div style="border: 2px solid black; border-radius: 15px; padding: 10px; display: inline-block;"> 20248 S. GRACELAND LANE FRANKFORT, IL 60423 </div> </div> <div style="text-align: right; margin-top: 20px;"> Exp. 11/30/2021 </div>																																					
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verizon
 1701 GOLF ROAD
 TOWER 2, SUITE 400
 ROLLING MEADOWS, IL 60008
 PHONE: (847) 619-5397
 FAX: (847) 706-7415

TERRA
 600 BUSSE HIGHWAY
 PARK RIDGE, IL 60068
 PH: 847-698-6400
 FAX: 847-698-6401

LOC. # 126555
**CH HARLEM
 AND
 VOLLMER**

20248 S.
 GRACELAND LANE
 FRANKFORT, IL 60423

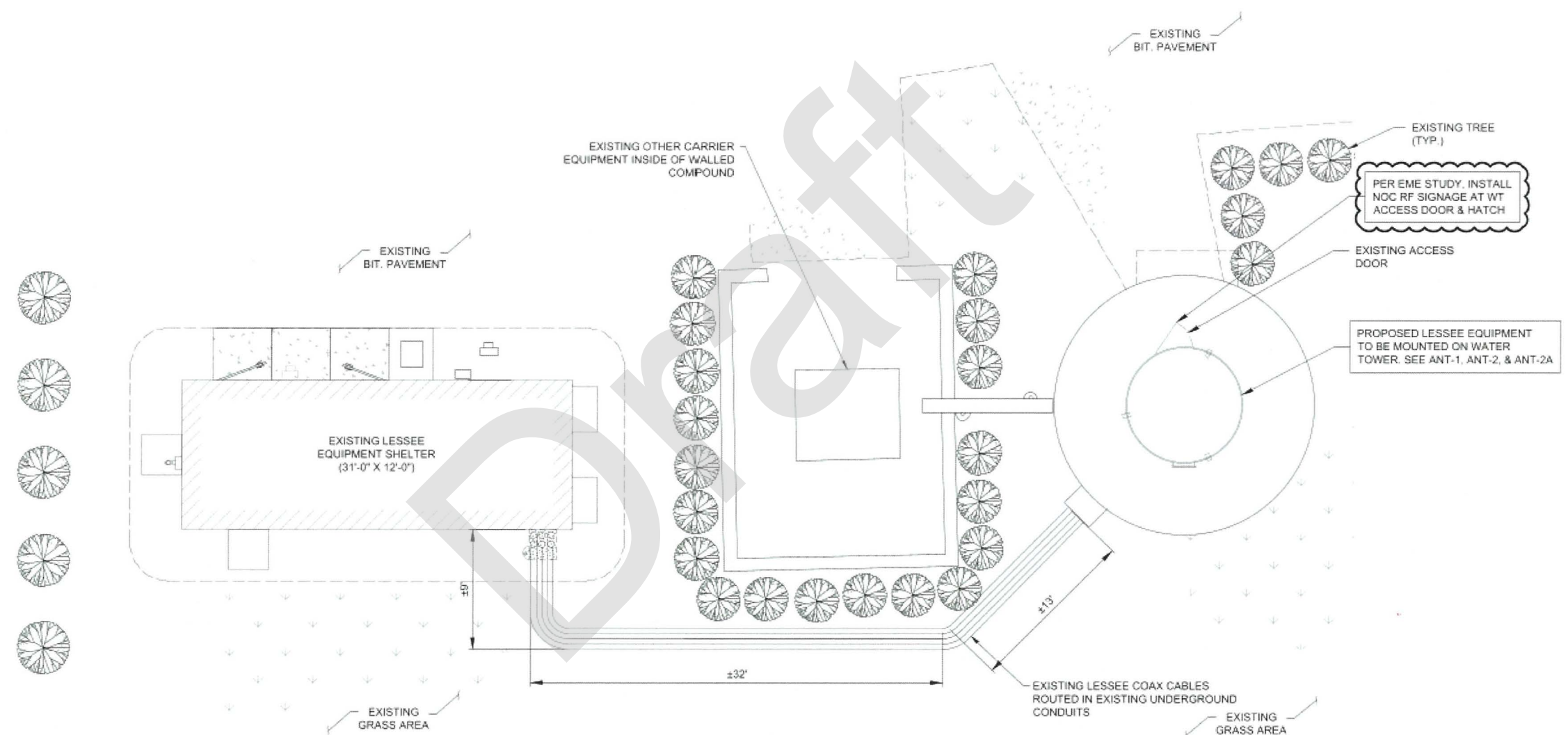
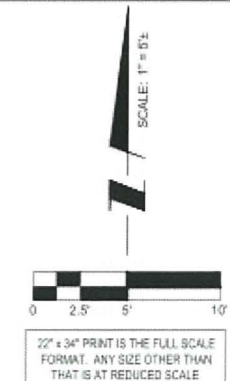
DRAWN BY: JJR
 CHECKED BY: AU
 DATE: 10/06/2020
 PROJECT #: 124-997

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

2.

G.C. TO COORDINATE W/ LESSEE COMPLIANCE, CONSTRUCTION & RF MANAGER FOR PROPER INSTALLATION OF RF SIGNAGE & CHAIN BARRIERS



EXISTING SITE CONDITIONS SUPPLIED BY LESSEE. SITE VISIT WAS NOT PERFORMED FOR THIS UPGRADE.

1 SITE LAYOUT

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-498-4400
FAX: 847-498-4401

REVISIONS				
NO	DESCRIPTION	DATE	BY	
1	ISSUED FOR REVIEW	02/02/2021	JJR	RA
2	ISSUED FOR PERMITTING	05/26/2021	RA	TH
3	ISSUED FOR FINAL REVIEW PER 3RD PARTY COMMENTS	09/22/2021	TH	KSS
4	REVISED PER ADDITIONAL 3RD PARTY COMMENTS	11/10/2021	KSS	

LOC. # 126555

CH HARLEM
AND
VOLLMER

20248 S.
GRACELAND LANE
FRANKFORT, IL 60423

DRAWN BY:	JJR
CHECKED BY:	AU
DATE:	10/08/2020
PROJECT #:	124-997

SHEET TITLE
SITE LAYOUT

SHEET NUMBER
C-1

NOTES:
THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.

PLEASE REFER TO MOUNT ANALYSIS PROVIDED BY PAUL J FORD & COMPANY, DATED 10/13/2021, AND TOWER ANALYSIS PROVIDED BY KRECH OJARD & ASSOCIATES, PA, DATED 10/20/2021, FOR ANALYSIS AND STRUCTURAL REQUIREMENTS.

THE ANALYSIS OF THE ANTENNA MOUNT WAS PERFORMED BY OTHERS. TERRA CONSULTING GROUP IS NOT RESPONSIBLE FOR THE ANTENNA MOUNT. VERIZON DIRECTLY CONTRACTED THE MOUNT ANALYSIS WITH OTHERS.

NOTES:

1. RESTORE THE SITE TO PRE-PROJECT CONDITIONS AT THE END OF THE PROJECT.

2. ANY NEW ANGLE ADAPTERS OR PIPE CLAMPS THAT MIGHT BE ADDED NEED TO BE ATTACHED WITH RUBBER STRIPS TO PREVENT METAL ON METAL CONTACT.

GENERAL PAINT NOTES:

SURFACE PREPARATION (EXTERIOR & DRY INTERIOR):

- ABRASIVE BLAST CLEAN ALL NEW STEEL COMPONENTS TO AN SSPC-SP6 "COMMERCIAL BLAST CLEANING" CONDITION PRIOR TO APPLICATION OF PRIMER COAT.
- AFTER WELDING OR CUTTING, CLEAN ALL DAMAGED SURFACES IN ACCORDANCE WITH SSPC-SP3 "POWER TOOL CLEANING" CONDITION PRIOR TO APPLICATION OF PRIME COAT.

COATING (EXTERIOR):

- THE EXTERIOR PAINT REPAIR SYSTEM WILL BE ONE PRIME COAT OF TNEDEC SERIES N69, ONE INTERMEDIATE COAT OF TNEDEC SERIES N69, AND ONE TOPCOAT OF TNEDEC SERIES 1074. PAINT THE EXTERIOR TO MATCH THE EXISTING TOPCOAT COLOR.
- THE THREE-COAT SYSTEM WILL BE APPLIED AT 3.0 - 4.0 MILS PER COAT, TO A THICKNESS OF 9.0 - 12.0 MILS.

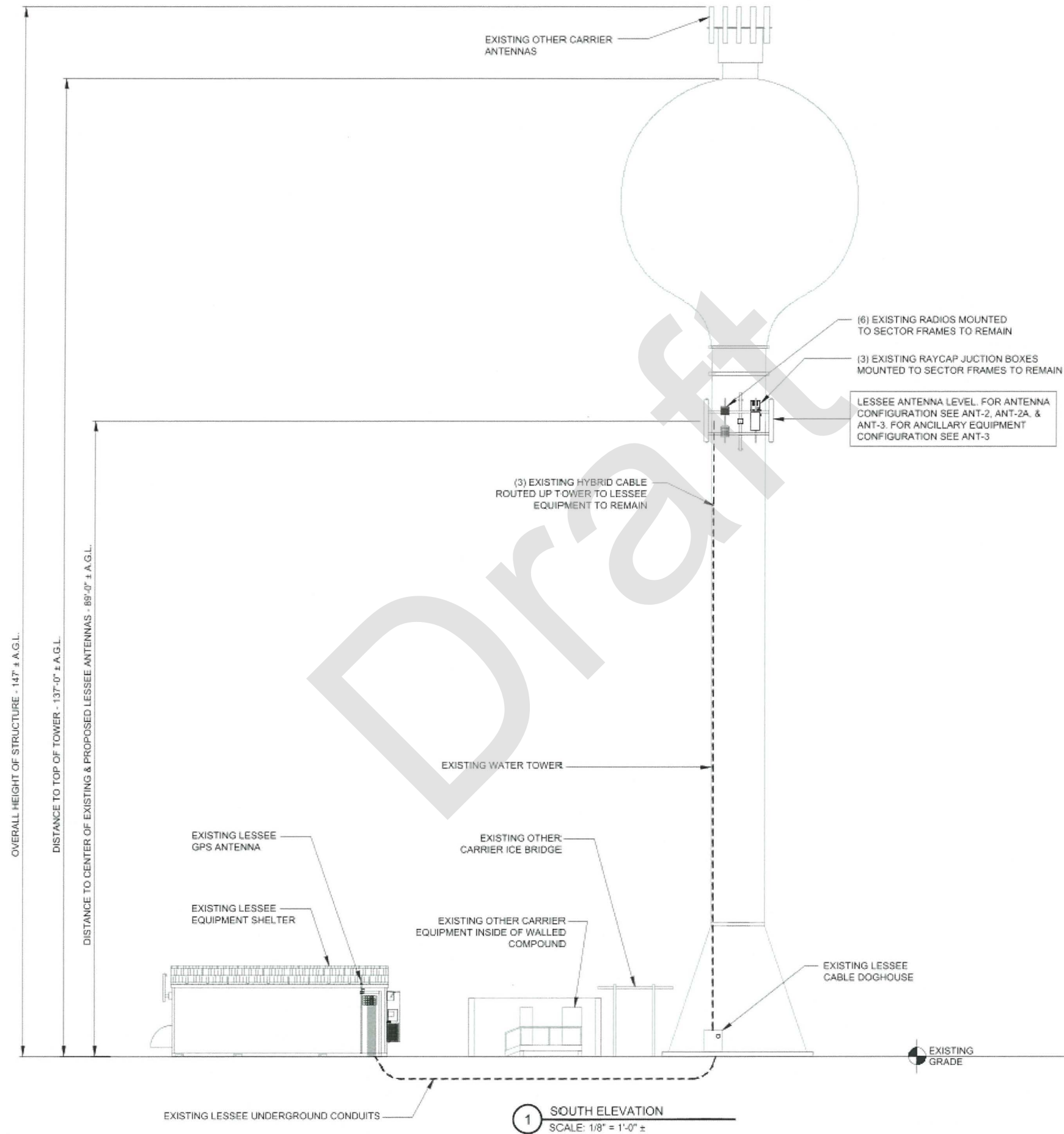
COATING (DRY INTERIOR):

- THE DRY INTERIOR PAINT REPAIR SYSTEM WILL BE TWO COATS OF TNEDEC SERIES N69. PAINT THE DRY INTERIOR TO MATCH THE EXISTING TOPCOAT COLOR.
- THE TWO-COAT SYSTEM WILL BE APPLIED AT 3.0 - 4.0 MILS PER COAT, TO A THICKNESS OF 6.0 - 8.0 MILS.

NOTES:

- FOLLOW ALL PAINT MANUFACTURERS' RECOMMENDATIONS WHEN USING THEIR PRODUCTS.

EXISTING SITE CONDITIONS SUPPLIED BY LESSEE. SITE VISIT WAS NOT PERFORMED FOR THIS UPGRADE.



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0" ±

FULL SCALE PRINT IS ON 22"x34" MEDIA
HALF SCALE PRINT IS ON 11"x17" MEDIA

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 708-7415

TERRA
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-4400
FAX: 847-698-4401

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	02/15/2021	JJR
2	ISSUED FOR PERMITTING	06/23/2021	RA
3	ISSUED FOR FINAL REVIEW PER 3RD PARTY COMMENTS	08/23/2021	TH
	REVISED PER ADDITIONAL 3RD PARTY COMMENTS	11/13/2021	KSS

LOC. # 126555

CH HARLEM
AND
VOLLMER

20248 S.
GRACELAND LANE
FRANKFORT, IL 60423

DRAWN BY:	JJR
CHECKED BY:	AU
DATE:	10/08/2020
PROJECT #:	124-997

SHEET TITLE
SITE
ELEVATION

SHEET NUMBER

ANT-1

NOTES:

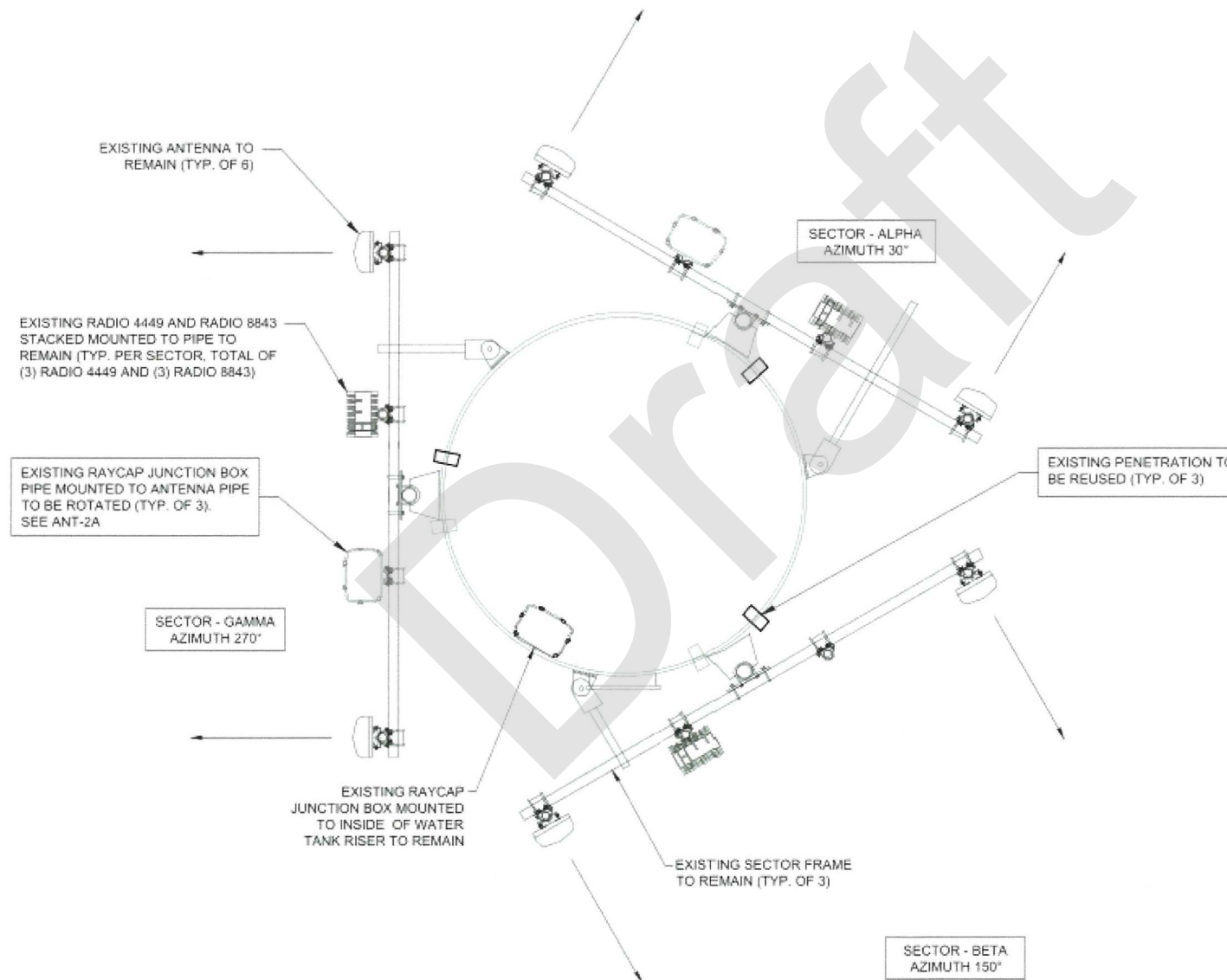
1. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY. VERIZON WIRELESS HAS PROVIDED A MOUNT ANALYSIS (BY PAUL J FORD & COMPANY, DATED 10/13/2021) THAT NEEDS TO BE REVIEWED BY THE CONTRACTOR. IF THERE IS ANY DISCREPANCY BETWEEN THE MOUNT ANALYSIS AND THIS DRAWING, CONTRACTOR IS TO NOTIFY VERIZON WIRELESS. THE MOUNT ANALYSIS IS THE GOVERNING DOCUMENT.
2. NO ANTENNA OR LINE WORK TO BEGIN PRIOR TO CONFIRMATION OF ADEQUATE TOWER AND MOUNT CAPACITY.
3. G.C. TO VERIFY ANTENNA TECHNOLOGIES PRIOR TO REMOVAL OF ANY ANTENNAS.
4. REFER TO ANT-3 & ANT-3A FOR DETAIL ON EXISTING & PROPOSED RF CONFIGURATION.

NOTES:

THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.

PLEASE REFER TO MOUNT ANALYSIS PROVIDED BY PAUL J FORD & COMPANY, DATED 10/13/2021, AND TOWER ANALYSIS PROVIDED BY KRECH OJARD & ASSOCIATES, PA, DATED 10/20/2021, FOR ANALYSIS AND STRUCTURAL REQUIREMENTS.

THE ANALYSIS OF THE ANTENNA MOUNT WAS PERFORMED BY OTHERS. TERRA CONSULTING GROUP IS NOT RESPONSIBLE FOR THE ANTENNA MOUNT. VERIZON DIRECTLY CONTRACTED THE MOUNT ANALYSIS WITH OTHERS.



EXISTING SITE CONDITIONS SUPPLIED BY LESSEE. SITE VISIT WAS NOT PERFORMED FOR THIS UPGRADE.

1 EXISTING ANTENNA LAYOUT
N.T.S.

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-4400
FAX: 847-698-4401

REVISIONS		DATE	BY
NO.	DESCRIPTION		
1	ISSUED FOR REVIEW	02/15/2021	JJR
2	ISSUED FOR PERMITTING	06/23/2021	RA
3	ISSUED FOR FINAL REVIEW PER 3RD PARTY COMMENTS	08/23/2021	TH
4	REVISED PER ADDITIONAL 3RD PARTY COMMENTS	11/15/2021	KSS

LOC. # 126555

CH HARLEM
AND
VOLLMER

20248 S.
GRACELAND LANE
FRANKFORT, IL 60423

DRAWN BY:	JJR
CHECKED BY:	AU
DATE:	10/08/2020
PROJECT #:	124-997

SHEET TITLE
ANTENNA
LAYOUT

SHEET NUMBER

ANT-2

NOTES:

1. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY. VERIZON WIRELESS HAS PROVIDED A MOUNT ANALYSIS (BY PAUL J FORD & COMPANY, DATED 10/13/2021) THAT NEEDS TO BE REVIEWED BY THE CONTRACTOR. IF THERE IS ANY DISCREPANCY BETWEEN THE MOUNT ANALYSIS AND THIS DRAWING, CONTRACTOR IS TO NOTIFY VERIZON WIRELESS. THE MOUNT ANALYSIS IS THE GOVERNING DOCUMENT.
2. NO ANTENNA OR LINE WORK TO BEGIN PRIOR TO CONFIRMATION OF ADEQUATE TOWER AND MOUNT CAPACITY.
3. G.C. TO VERIFY ANTENNA TECHNOLOGIES PRIOR TO REMOVAL OF ANY ANTENNAS.
4. REFER TO ANT-3 & ANT-3A FOR DETAIL ON EXISTING & PROPOSED RF CONFIGURATION.

NOTES:

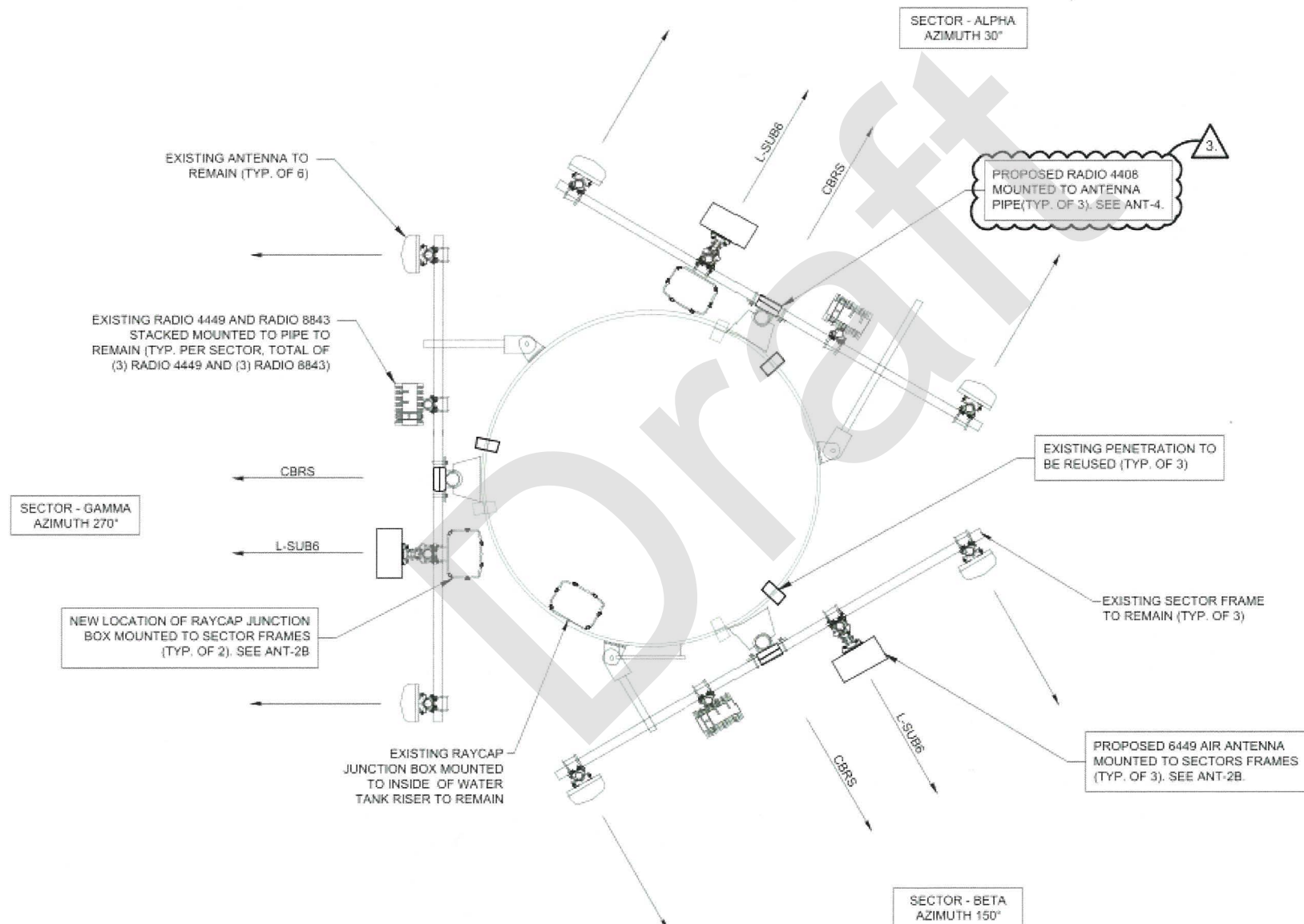
THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.

PLEASE REFER TO MOUNT ANALYSIS PROVIDED BY PAUL J FORD & COMPANY, DATED 10/13/2021, AND TOWER ANALYSIS PROVIDED BY KRECH OJARD & ASSOCIATES, PA, DATED 10/20/2021, FOR ANALYSIS AND STRUCTURAL REQUIREMENTS.

THE ANALYSIS OF THE ANTENNA MOUNT WAS PERFORMED BY OTHERS. TERRA CONSULTING GROUP IS NOT RESPONSIBLE FOR THE ANTENNA MOUNT. VERIZON DIRECTLY CONTRACTED THE MOUNT ANALYSIS WITH OTHERS.

EXISTING SITE CONDITIONS SUPPLIED BY LESSEE. SITE VISIT WAS NOT PERFORMED FOR THIS UPGRADE.

NOTE:
THE GENERAL CONTRACTOR IS TO REFER TO THE STRUCTURAL MOUNT ANALYSIS PERFORMED BY PAUL J. FORD & COMPANY, DATED 10/13/2021. THIS IS A REPRESENTATION TAKEN DIRECTLY FROM THAT ANALYSIS. IF THERE IS CONFLICT BETWEEN THE ANALYSIS AND DRAWINGS, THE ANALYSIS TAKES PRECEDENT. VERIZON WIRELESS CONTRACTED DIRECTLY WITH THE MOUNT ANALYSIS ENGINEER; TERRA IS NOT RESPONSIBLE FOR THE MOUNT ANALYSIS.



1 PROPOSED ANTENNA LAYOUT
N.T.S.

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
CONSULTING GROUP, INC.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-4400
FAX: 847-698-4401

REVISIONS		NO.	DESCRIPTION	DATE	BY
	ISSUED FOR REVIEW	1	ISSUED FOR PERMITTING	02/03/2021	JJR
	ISSUED FOR FINAL REVIEW PER 3RD PARTY COMMENTS	2	ISSUED FOR FINAL REVIEW PER 3RD PARTY COMMENTS	06/20/2021	RA
	REVISED PER ADDITIONAL 3RD PARTY COMMENTS	3	REVISED PER ADDITIONAL 3RD PARTY COMMENTS	08/23/2021	TH
				11/15/2021	XSS

LOC. # 126555

CH HARLEM
AND
VOLLMER

20248 S.
GRACELAND LANE
FRANKFORT, IL 60423

DRAWN BY:	JJR
CHECKED BY:	AU
DATE:	10/08/2020
PROJECT #:	124-997

SHEET TITLE

ANTENNA
LAYOUT

SHEET NUMBER

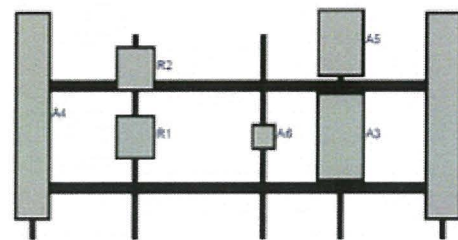
ANT-2A

NOTE:
THE GENERAL CONTRACTOR IS TO REFER TO THE STRUCTURAL MOUNT ANALYSIS PERFORMED BY PAUL J. FORD & COMPANY, DATED 10/13/2021. THIS IS A REPRESENTATION TAKEN DIRECTLY FROM THAT ANALYSIS. IF THERE IS CONFLICT BETWEEN THE ANALYSIS AND DRAWINGS, THE ANALYSIS TAKES PRECEDENT. VERIZON WIRELESS CONTRACTED DIRECTLY WITH THE MOUNT ANALYSIS ENGINEER; TERRA IS NOT RESPONSIBLE FOR THE MOUNT ANALYSIS.

Plan View



Front View
Looking at Structure

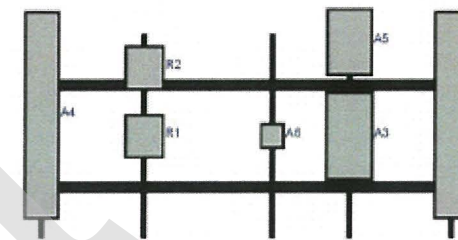


1 ALPHA SECTOR

Plan View



Front View
Looking at Structure

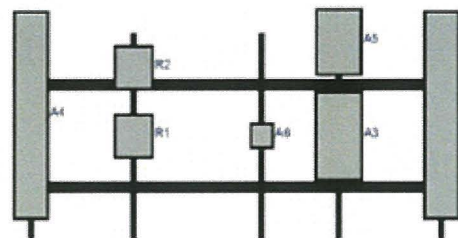


2 BETA SECTOR

Plan View



Front View
Looking at Structure



3 GAMMA SECTOR

ALPHA SECTOR

Ref	Model	Height (ft)	Width (ft)	H Dist Fm L	Pipe #	Pipe Pos V	Ant Pos	C Ant Fm T	Ant H Off	Status	Validation
A4	SENH1-1D65B	72.6	11.9	150	1	a	Front	28.88	0	Retained	10/13/2021
A3	AIR 6449	30.8	16.1	114	2	a	Front	36	0	Added	
A5	RC3DC-3315-PF-48	23	15.7	114	2	a	Front	3	0	Retained	10/13/2021
A6	4408 w KRE 105 2817	8.4	7.9	87	3	a	Front	36	0	Added	
R1	8843	15	13.2	42	4	a	Front	35.06	0	Retained	10/13/2021
R2	4449	15	13.2	42	4	a	Front	12.06	0	Retained	10/13/2021
A4	SENH1-1D65B	72.6	11.9	6	5	a	Front	28.88	0	Retained	10/13/2021

BETA SECTOR

Ref	Model	Height (ft)	Width (ft)	H Dist Fm L	Pipe #	Pipe Pos V	Ant Pos	C Ant Fm T	Ant H Off	Status	Validation
A4	SENH1-1D65B	72.6	11.9	150	1	a	Front	28.88	0	Retained	10/13/2021
A3	AIR 6449	30.8	16.1	114	2	a	Front	36	0	Added	
A5	RC3DC-3315-PF-48	23	15.7	114	2	a	Front	3	0	Retained	10/13/2021
A6	4408 w KRE 105 2817	8.4	7.9	87	3	a	Front	36	0	Added	
R1	8843	15	13.2	42	4	a	Front	35.06	0	Retained	10/13/2021
R2	4449	15	13.2	42	4	a	Front	12.06	0	Retained	10/13/2021
A4	SENH1-1D65B	72.6	11.9	6	5	a	Front	28.88	0	Retained	10/13/2021

GAMMA SECTOR

Ref	Model	Height (ft)	Width (ft)	H Dist Fm L	Pipe #	Pipe Pos V	Ant Pos	C Ant Fm T	Ant H Off	Status	Validation
A4	SENH1-1D65B	72.6	11.9	150	1	a	Front	28.88	0	Retained	10/13/2021
A3	AIR 6449	30.8	16.1	114	2	a	Front	36	0	Added	
A5	RC3DC-3315-PF-48	23	15.7	114	2	a	Front	3	0	Retained	10/13/2021
A6	4408 w KRE 105 2817	8.4	7.9	87	3	a	Front	36	0	Added	
R1	8843	15	13.2	42	4	a	Front	35.06	0	Retained	10/13/2021
R2	4449	15	13.2	42	4	a	Front	12.06	0	Retained	10/13/2021
A4	SENH1-1D65B	72.6	11.9	6	5	a	Front	28.88	0	Retained	10/13/2021

NOTE:
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verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
609 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	02/03/2021	JJR
2	ISSUED FOR PERMITTING	06/25/2021	RA
3	ISSUED FOR FINAL REVIEW PER 3RD PARTY COMMENTS	08/23/2021	TH
4	REVISED PER ADDITIONAL 3RD PARTY COMMENTS	11/15/2021	KSS

LOC. # 126555

CH HARLEM
AND
VOLLMER

20248 S.
GRACELAND LANE
FRANKFORT, IL 60423

DRAWN BY: JJR
CHECKED BY: AU
DATE: 10/08/2020
PROJECT #: 124-997

SHEET TITLE
PROPOSED ANTENNA
LAYOUT

SHEET NUMBER

ANT-2B

Antenna Summary

Added

700	850	1900	AWS	CBRS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4xRx	Inst. Type	Quantity
				LTE		ERICSSON	KRE105281/1	89	89.3	30(19) 150(20) 270(21)	false	false	PHYSICAL	3
				5G		Ericsson	AIR6449	89	90.3	30(0001) 150(0002) 270(0003)	false	false	PHYSICAL	3

Removed

700	850	1900	AWS	CBRS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4xRx	Inst. Type	Quantity
-----	-----	------	-----	------	--------	------	-------	------------	------------	---------	-----	------	------------	----------

No data available.

Retained

700	850	1900	AWS	CBRS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4xRx	Inst. Type	Quantity
LTE	LTE 5G	LTE	LTE			ANDREW	SBNHH-1D65B	89	92	30(0001) 30(01) 150(0002) 150(02) 270(0003) 270(03)	false	false	PHYSICAL	6

1 ANTENNA SUMMARY
N.T.S.

2.

EQUIPMENT SPECIFICATION TABLE					
EQUIPMENT	QTY	HEIGHT (IN)	WIDTH (IN)	DEPTH (IN)	WT (LBS)
KRE105281/4408	3	8.4	7.9	4.9	11.0
AIR 6449	3	30.4	15.9	8.1	88.0

Equipment Summary

Added

Equipment Type	Location	700	850	1900	AWS	CBRS	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity
RRU	Tower					LTE		Ericsson	4408 B48 DC			PHYSICAL	3
RRU	Tower					5G		Ericsson	AIR6449			PHYSICAL	3

Removed

Equipment Type	Location	700	850	1900	AWS	CBRS	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity
----------------	----------	-----	-----	------	-----	------	--------	------	-------	--------------	------------	--------------	----------

No data available.

Retained

Equipment Type	Location	700	850	1900	AWS	CBRS	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity
RRU	Tower	LTE	LTE 5G					Ericsson	4449			PHYSICAL	3
RRU	Tower			LTE	LTE			Ericsson	8843			PHYSICAL	3
Hybrid Cable	Tower							Existing	HFT1206-24SV2-xxx			PHYSICAL	3
OVP Box	Tower							RAYCAP	RC3DC-3315-PF-48			PHYSICAL	3
OVP Box	Shelter							RAYCAP	RC3DC-3315-PF-48			PHYSICAL	1
OVP Box	Shelter							RAYCAP	RCMDC-6627-PF-48			PHYSICAL	1

2 EQUIPMENT SUMMARY
N.T.S.



REVIEWS		BY	DATE
DESCRIPTION	ISSUED FOR REVIEW	JJR	02/02/2021
	ISSUED FOR PERMITTING	JJR	05/25/2021
	ISSUED FOR FINAL REVIEW PER 3RD PARTY COMMENTS	RA	09/23/2021
	REVISED PER ADDITIONAL 3RD PARTY COMMENTS	KSS	11/10/2021

LOC. # 126555

CH HARLEM
AND
VOLLMER

20248 S.
GRACELAND LANE
FRANKFORT, IL 60423

DRAWN BY:	JJR
CHECKED BY:	AU
DATE:	10/08/2020
PROJECT #:	124-997

SHEET TITLE
ANTENNA
INFORMATION

SHEET NUMBER

ANT-3

RF EMISSIONS REPORT PROVIDED

☒ YES

☐ NO

DATE OF REPORT: 04/02/2021

SIGNAGE/BARRIERS REQUIRED

☒ YES

☐ NO

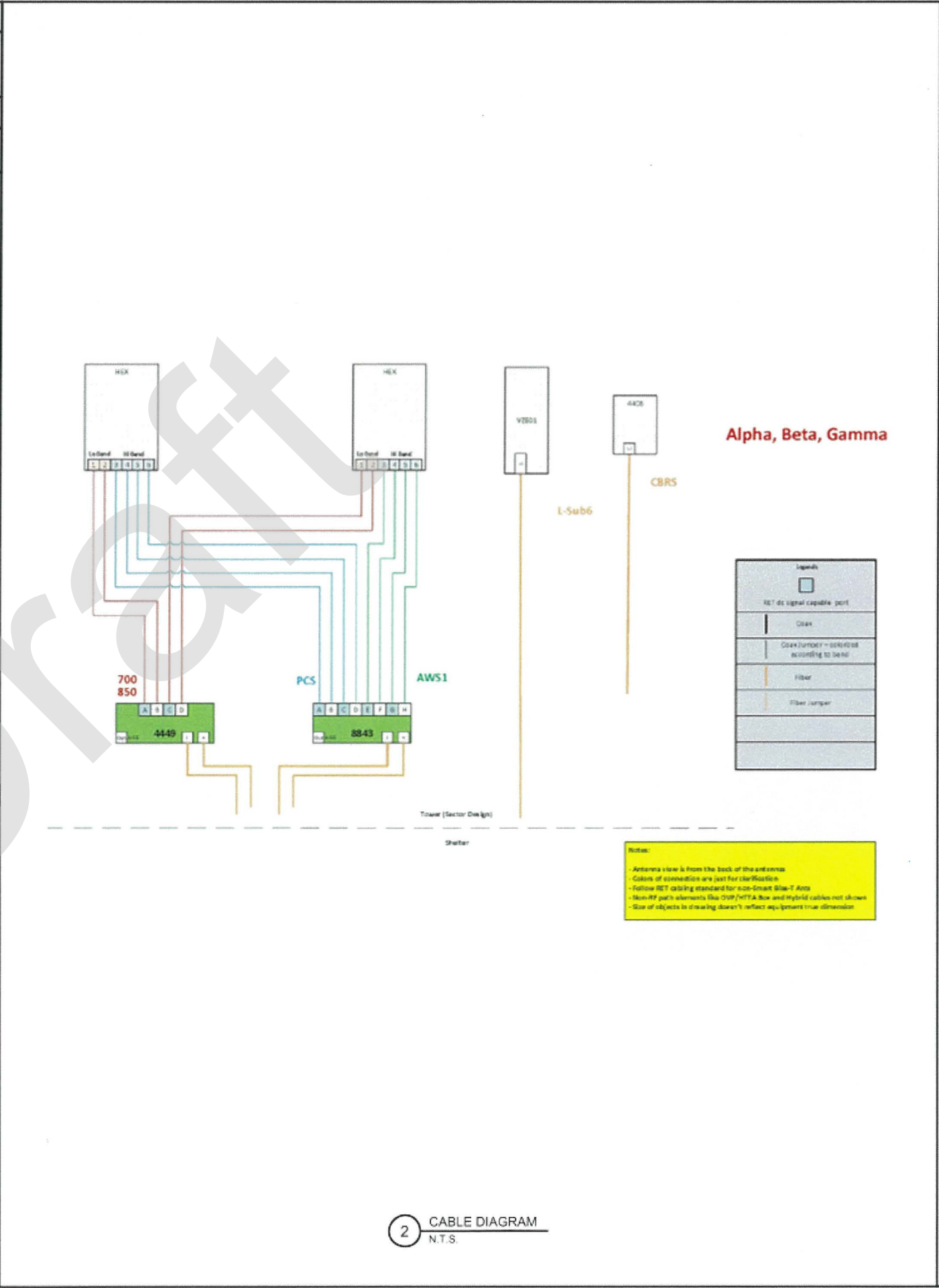
EXISTING EQUIPMENT TO BE REUSED		
LOCATION	COMPONENT	COUNT
TOP	MAIN RAYCAP	3
BOTTOM	MAIN RAYCAP	2

EXISTING CABLING TO BE REUSED		
TYPE	SIZE	COUNT
HYBRID	MAIN TRUNK	3

1

RAYCAP/HYBRID CABLE INFORMATION

N.T.S.



verizon

1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA

600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-699-4400
FAX: 847-699-4401

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	02/03/2021	JLR
2	ISSUED FOR PERMITTING	06/20/2021	RA
3	ISSUED FOR FINAL REVIEW PER 3RD PARTY COMMENTS	08/23/2021	TH
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LOC. # 126555

CH HARLEM
AND
VOLLMER

20248 S.
GRACELAND LANE
FRANKFORT, IL 60423

DRAWN BY: JLR

CHECKED BY: AU

DATE: 10/08/2020

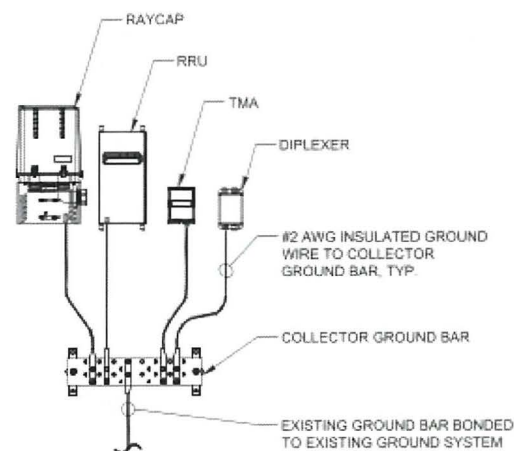
PROJECT #: 124-997

SHEET TITLE

COMBINER CABLE DATA
& CABLE DIAGRAM

SHEET NUMBER

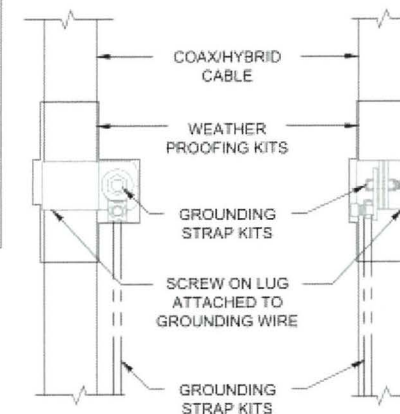
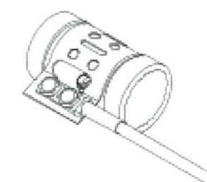
ANT-3A



- NOTES:
1. DETAIL IS CONCEPTUAL ONLY. PLEASE SEE ECR AND LAYOUT SHEETS FOR ACTUAL EQUIPMENT CONFIGURATION.
 2. GROUND CONNECTIONS MUST BE DOUBLE HOLE CONNECTION. SPECIAL EXCEPTION ONLY TO EQUIPMENT THAT WILL NOT ALLOW FOR A DOUBLE HOLE CONNECTION.

1 TYPICAL APPURTENANCE GROUNDING
SCALE: N.T.S.

- NOTES:
1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
 2. THIS DETAIL IS TYPICAL FOR EACH COAX CABLE WHERE IT IS SPECIFIED TO BE GROUNDED
 3. CABLE TO BE GROUNDED AT ANTENNA LEVEL AND PRIOR TO ENTERING SHELTER ENTRY PANEL.
 4. CABLE ALSO TO BE GROUNDED TO GROUND BAR AT TOWER BASE IF APPLICABLE.
 5. USE ONLY TIN PLATED GROUNDING KITS.



2 COAX / HYBRID CABLE GROUND KIT DETAIL
N.T.S.

REVISIONS		DATE	BY
NO	DESCRIPTION		
1	ISSUED FOR REVIEW	02/03/2021	JJR
2	ISSUED FOR PERMITTING	06/20/2021	RA
3	ISSUED FOR FINAL REVIEW PER 3RD PARTY COMMENTS	06/21/2021	TH
4	REVISED PER ADDITIONAL 3RD PARTY COMMENTS	11/10/2021	KSS

LOC. # 126555

CH HARLEM
AND
VOLLMER

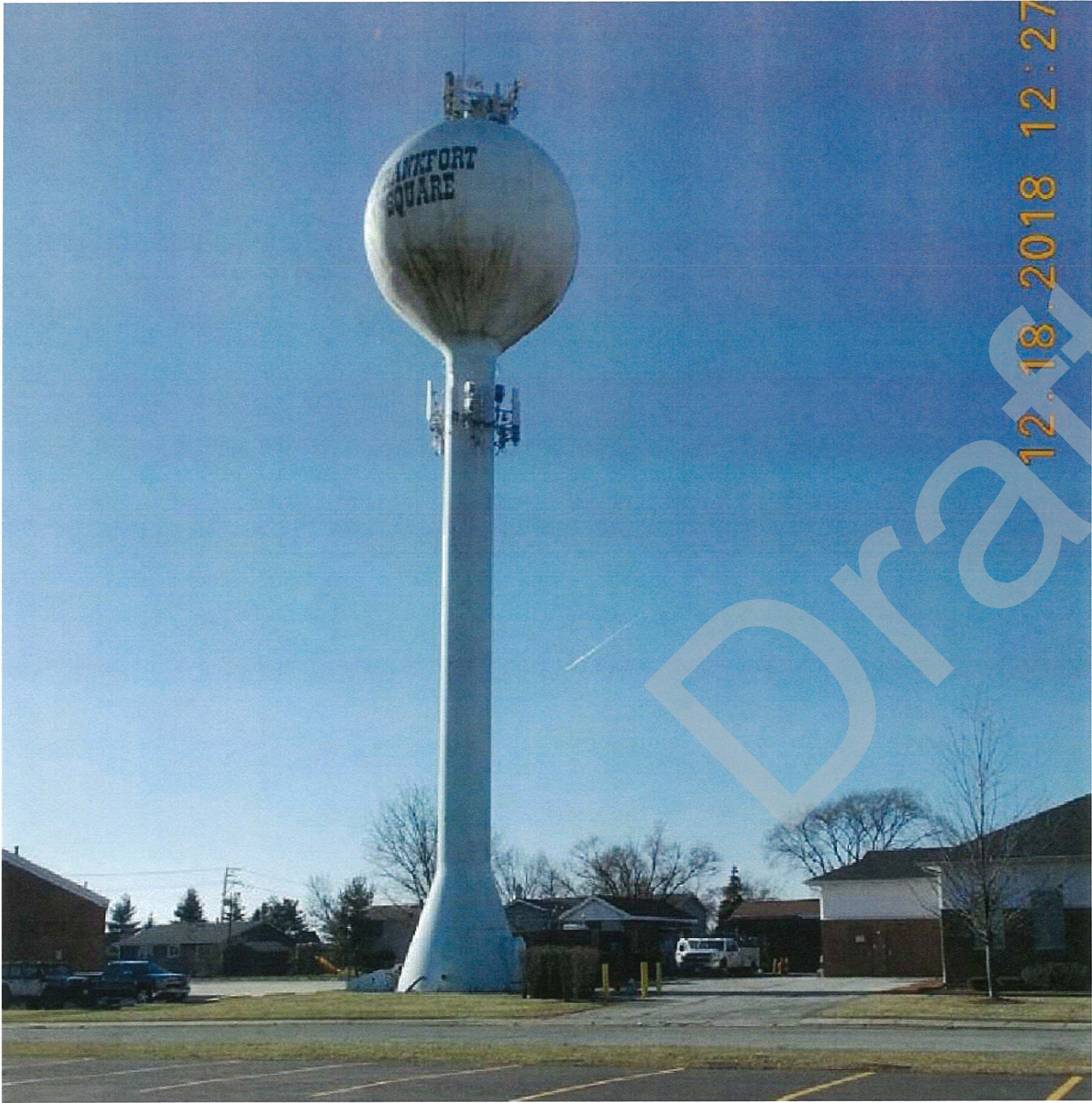
20248 S.
GRACELAND LANE
FRANKFORT, IL 60423

DRAWN BY:	JJR
CHECKED BY:	AU
DATE:	10/08/2020
PROJECT #:	124-997

SHEET TITLE
DETAILS

SHEET NUMBER

ANT-4



1 OVERALL BUILDING PHOTO



ALPHA SECTOR ANTENNAS



BETA SECTOR ANTENNAS



GAMMA SECTOR ANTENNAS

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
COMMUNICATIONS, INC.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-4400
FAX: 847-698-4401

REVISIONS				
NO.	DESCRIPTION	DATE	BY	
1	ISSUED FOR REVIEW	02/05/2021	JJR	RA
2	ISSUED FOR PERMITTING	06/23/2021	RA	TH
3	ISSUED FOR FINAL REVIEW PER 3RD PARTY COMMENTS	06/23/2021	TH	KSS
4	REVISED PER ADDITIONAL 3RD PARTY COMMENTS	11/15/2021	KSS	

LOC. # 126555

CH HARLEM
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20248 S.
GRACELAND LANE
FRANKFORT, IL 60423

DRAWN BY:	JJR
CHECKED BY:	AU
DATE:	10/08/2020
PROJECT #:	124-997

SHEET TITLE
PHOTO EXHIBIT

SHEET NUMBER

EX-1

verizon
Radio Frequency Exposure
FCC Compliance Assessment

☒ Pre-Activation ☐ Post-Activation

SITE SPECIFIC INFORMATION			
Site Name	HARLEM & VOLMER	Multi-Licensee Facility	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Street Address	20248 Graceland	Is Verizon a Significant Contributor to Co-Locator Areas Requiring Mitigation?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A
City, State, Zip	Frankfort, IL 60423	Verizon's Max % MPE (Measured - Occupational)	N/A
Verizon's Max % MPE (Measured - Occupational)	N/A	Verizon's Max % MPE (Predictive - Occupational)	0.122 %
Structure Type	Water Tank	Assessment Date	04/02/2021
Broadcast (AM/FM/TV) Co-Locators	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Assessment Purpose	MODIFICATION
Total Access Points	1	Total Report Revisions	2
Original Report Date	08/28/2017	Report Revision Date	04/02/2021
Compliance Status	<input type="checkbox"/> COMPLIANT AS DESIGNED <input type="checkbox"/> COMPLIANT PER RF SAFETY PLAN SUBMISSION <input checked="" type="checkbox"/> MITIGATION IS REQUIRED		

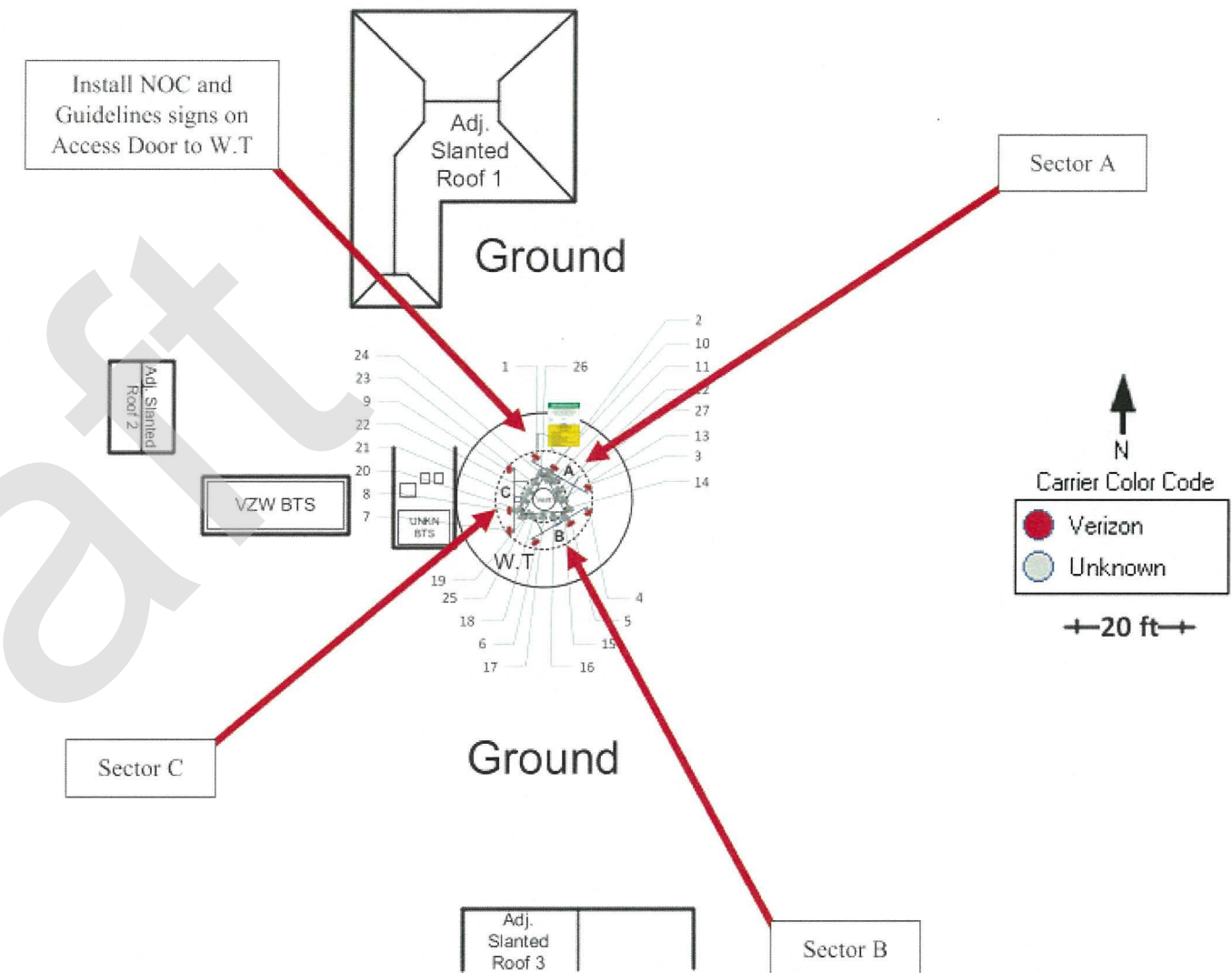
VERIZON'S WORST-CASE RF EMISSIONS IN ACCESSIBLE AREAS AT THIS FACILITY	
<input checked="" type="checkbox"/>	BELOW the General Population MPE limit
<input type="checkbox"/>	ABOVE the General Population MPE limit and BELOW the Occupational MPE limit
<input type="checkbox"/>	ABOVE the Occupational MPE limit and BELOW 10x the Occupational MPE limit
<input type="checkbox"/>	ABOVE 10x the Occupational MPE limit

Final Compliant Configuration	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	BARRIER/ MARKER
Access Point(s)	<input checked="" type="checkbox"/> [1]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input checked="" type="checkbox"/> [1]	<input type="checkbox"/> dimensions
Alpha	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> dimensions
Beta	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> dimensions
Gamma	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> dimensions

NOTE: The table above represents EVERY compliance item that MUST be implemented at this location; also in Sec. 4 (B)

Additional Compliance Requirements(s):			
N/A			
Consultant Legal Name	Telnet Inc.	Phone/Fax	(301) 840 7110 ext. 61062 or 61608
Address	7630 Standish Place, Rockville, MD 20855		




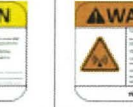


b. Signage/Barrier Diagram



Final Compliant Configuration						
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	BARRIER/MARKER
Access Point(s)	<input checked="" type="checkbox"/> [1]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input checked="" type="checkbox"/> [1]	<input type="checkbox"/> dimensions
Alpha	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> dimensions
Beta	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> dimensions
Gamma	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> dimensions

NOTE: The table above represents EVERY compliance item that MUST be implemented at this location.

c. Signage/Barrier Installation Detail






Mitigation /Actions required						
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	BARRIER/MARKER
Access Point(s)	<input checked="" type="checkbox"/> [1] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input checked="" type="checkbox"/> [1] <input type="checkbox"/> [#]	<input type="checkbox"/> dimensions
Alpha	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> dimensions
Beta	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> dimensions
Gamma	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> [#] <input type="checkbox"/> [#]	<input type="checkbox"/> dimensions
	ADD REM	ADD REM	ADD REM	ADD REM	ADD REM	ADD ONLY

NOTE: The table represents either the signage/barriers installed / removed OR items required by the market (if mitigation is not installed by consultant/vendor).

SPECIAL MITIGATION INSTRUCTIONS	
Items to be Installed	Access Door to W.T: Install NOC and Guidelines signs
Items to be Removed	N/A
Items to be Repaired/Replaced	N/A

c. RF Signage

Areas or portions of any transmitter site may be susceptible to high power densities that could cause personnel exposures in excess of the FCC guidelines. These areas must be demarcated by conspicuously posted signage that identifies the potential exposure. Signage MUST be viewable regardless of the viewer's position.

GUIDELINES	NOTICE	CAUTION	WARNING
This sign will inform anyone of the basic precautions to follow when entering an area with transmitting radiofrequency equipment	This sign indicates that RF emissions may exceed the FCC General Population MPE limit.	This sign indicates that RF emissions may exceed the FCC Occupational MPE limit.	This sign indicates that RF emissions may exceed at least 10x the FCC Occupational MPE limit.
			
NOC INFORMATION			
Information signs are used as a mean to provide contact information for any questions or concerns. They will include specific cell site identification information and the Verizon Wireless Network Operations Center phone number.			

d. Physical Barriers

Physical barriers are control measures that require awareness and participation of personnel. Physical barriers are employed as an additional administration control to complement RF signage and physically demarcate an area in which RF exposure levels may exceed the FCC General Population limit. **Example:** chain-connected stanchions

e. Indicative Markers

Indicative markers are visible control measures that require awareness and participation of personnel, as they cannot physically prevent someone from entering an area of potential concern. Indicative markers are employed as an additional administration control to complement RF signage and visually demarcate an area in which RF exposure levels may exceed the FCC General Population limit. **Example:** paint stripes



WEST » Upper Midwest » Illinois/Wisconsin » Northern IL » CH HARLEM & VOLMER

Litz, Jeremy - jeremy.litz@verizonwireless.com - 7/9/2021 16:58:31

Project Details

FUZE Project ID: 16229184

Project Name: 5G L-Sub6 - Carrier Add

Project Alt Name: LSub6, Host IXRe Integration

Project Type: Modification

Modification Type: RF

Designed Sector Carrier 4G: 23

Designed Sector Carrier 5G: 3

Additional Sector Carrier 4G: N/A

Additional Sector Carrier 5G: N/A

FP Solution Type & Tech Type: MODIFICATION;4G_CBR5,5G_L-Sub6-Prep

Carrier Aggregation: false

MPT Id:

eCIP-0: false

Suffix:

Location Information

Site ID: 382683

E-NodeB ID: 202009,0202009,2029006

PSLC: 126555

Switch Name: Las Vegas

Tower Owner:

Tower Type: Tank

Site Type: Macro

Site Sub Type: HUB

Street Address: 20248 Graceland

City: Frankfort

State: IL

Zip Code: 60423

County: Will

Latitude: 41.522256 / 41° 31' 20.1216" N

Longitude: -87.804475 / 87° 48' 16.11" W

RFDS Project Scope: add antenna / radios

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Antenna Summary

700	850	1900	AWS	CBRS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4x4x	Inst. Type	Quantity
LTE						ERICSSON	KRE10528V1	89	89.3	30181 150120 270121	false	false	PHYSICAL	3
5G						Ericsson	AIR644B	89	90.3	3015000 15010000 27010000	false	false	PHYSICAL	3

700	850	1900	AWS	CBRS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4x4x	Inst. Type	Quantity
-----	-----	------	-----	------	--------	------	-------	------------	------------	---------	-----	------	------------	----------

No data available

700	850	1900	AWS	CBRS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4x4x	Inst. Type	Quantity
LTE	LTE 5G	LTE	LTE			ANDREW	SDN181-0010	89	92	30150001 201009 15010002 15010020 27010000 27010020	false	false	PHYSICAL	6

Antenna: 6 Removed: 3 Retained: 1

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Equipment Summary

Equipment Type	Location	700	850	1900	AWS	CBRS	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity
RRU	Tower					LTE		Ericsson	440B 848 DC			PHYSICAL	3
RRU	Tower					5G		Ericsson	AIR644B			PHYSICAL	3

Equipment Type	Location	700	850	1900	AWS	CBRS	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity
----------------	----------	-----	-----	------	-----	------	--------	------	-------	--------------	------------	--------------	----------

No data available

Equipment Type	Location	700	850	1900	AWS	CBRS	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity
RRU	Tower	LTE	LTE 5G					Ericsson	441B			PHYSICAL	3
RRU	Tower			LTE	LTE			Ericsson	8B43			PHYSICAL	3
Hybrid Cable	Tower							Exelting	HFT1206-215V2-xxx			PHYSICAL	3
OVP Box	Tower							RAYCAP	RC3DC-3315-PF-4B			PHYSICAL	3
OVP Box	Shelter							RAYCAP	RC3DC-3315-PF-4B			PHYSICAL	1
OVP Box	Shelter							RAYCAP	RCMDC-9527-PF-4B			PHYSICAL	1

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Service Info

CBRS 3.5 GHz

Sector
Azimuth
Cell / Blade R/D
Antenna Model
Antenna Make
Antenna Coefficient (dBi)
Mechanical Down-Tilt (Deg.)
Electrical Down-Tilt
Tip Height
Regulatory Power
CLEARFON
Channel Bandwidth (MHz)
Total ERP (W)
TMA Make
TMA Model
RRU Make
RRU Model
Number of Tx/Rx Lines
Polarization
Transmitter Id
Source

18	19	19
30	30	30
202009	202009	202009
KRE10528V1	KRE10528V1	KRE10528V1
ERICSSON	ERICSSON	ERICSSON
89	89	89
0	0	0
0	0	0
89.3	89.3	89.3
28.03	28.03	28.03
55796	55846	55990
10	16	19
38.44	38.44	38.44
Ericsson	Ericsson	Ericsson
440B 848 DC	440B 848 DC	440B 848 DC
4.4	4.4	4.4
10576054	10576117	10576643
ATOLL_API	ATOLL_API	ATOLL_API
30	30	30
190	190	190
202009	202009	202009
KRE10528V1	KRE10528V1	KRE10528V1
ERICSSON	ERICSSON	ERICSSON
89	89	89
0	0	0
0	0	0
89.3	89.3	89.3
28.03	28.03	28.03
55796	55846	55990
10	16	19
38.44	38.44	38.44
Ericsson	Ericsson	Ericsson
440B 848 DC	440B 848 DC	440B 848 DC
4.4	4.4	4.4
10576055	10576118	10576643
ATOLL_API	ATOLL_API	ATOLL_API
21	21	21
230	230	230
202009	202009	202009
KRE10528V1	KRE10528V1	KRE10528V1
ERICSSON	ERICSSON	ERICSSON
89	89	89
0	0	0
0	0	0
89.3	89.3	89.3
28.03	28.03	28.03
55796	55846	55990
10	16	19
38.44	38.44	38.44
Ericsson	Ericsson	Ericsson
440B 848 DC	440B 848 DC	440B 848 DC
4.4	4.4	4.4
10576056	10576119	10576643
ATOLL_API	ATOLL_API	ATOLL_API

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Page 4 of 10

700 MHz LTE									
Sector	01	02	03	04	05	06	07	08	09
Antenna	30	150	270	30	150	270	30	150	270
Cell / ENode B ID	202009	202009	202009	202009	202009	202009	202009	202009	202009
Antenna Model	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658
Antenna Make	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW
Antenna Centerline (°)	89	89	89	89	89	89	89	89	89
Mechanical Down-Tilt (Deg.)	0	0	0	0	0	0	0	0	0
Electrical Down-Tilt	4	5	8	4	5	8	4	5	8
Tip Height	92	92	92	92	92	92	92	92	92
Regulatory Power	45.42	45.42	45.42	45.42	45.42	45.42	45.42	45.42	45.42
CLEARFCH	5230	5230	5230	5230	5230	5230	5230	5230	5230
Channel Bandwidth (MHz)	10	10	10	10	10	10	10	10	10
Total ERP (W)	412.44	412.44	412.44	412.44	412.44	412.44	412.44	412.44	412.44
TMA Make									
TMA Model									
RRU Make	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson
RRU Model	4449	4449	4449	4449	4449	4449	4449	4449	4449
Number of Tx/Rx Lines	4,4	4,4	4,4	4,4	4,4	4,4	4,4	4,4	4,4
Position									
Transmitter Id	712281	712282	712283	712284	712285	712286	712287	712288	712289
Source	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API

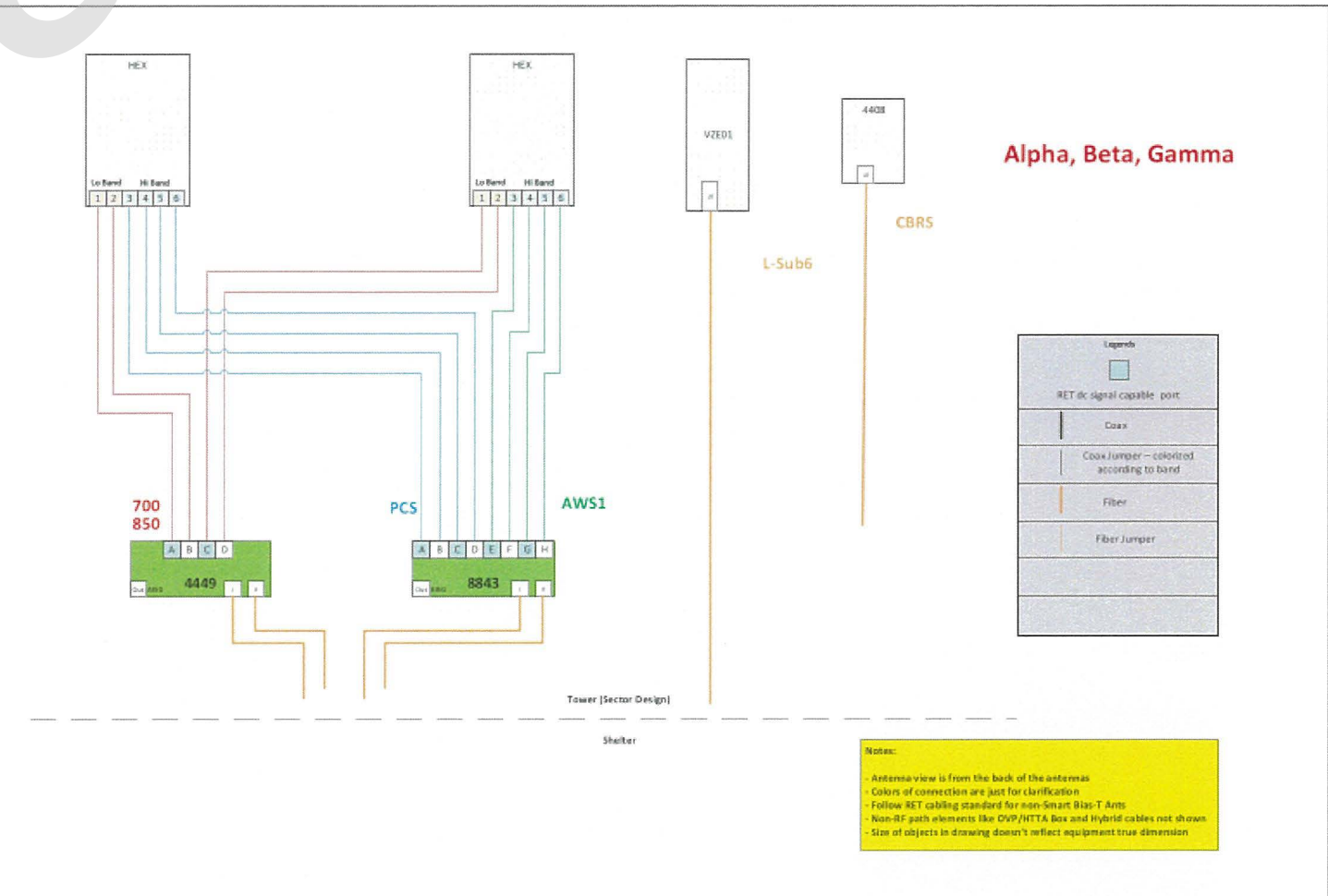
800 MHz LTE									
Sector	01	02	03	04	05	06	07	08	09
Antenna	30	150	270	30	150	270	30	150	270
Cell / ENode B ID	202009	202009	202009	202009	202009	202009	202009	202009	202009
Antenna Model	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658
Antenna Make	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW
Antenna Centerline (°)	89	89	89	89	89	89	89	89	89
Mechanical Down-Tilt (Deg.)	0	0	0	0	0	0	0	0	0
Electrical Down-Tilt	4	5	8	4	5	8	4	5	8
Tip Height	92	92	92	92	92	92	92	92	92
Regulatory Power	174.95	174.95	174.95	174.95	174.95	174.95	174.95	174.95	174.95
CLEARFCH	2561	2561	2561	2561	2561	2561	2561	2561	2561
Channel Bandwidth (MHz)	10	10	10	10	10	10	10	10	10
Total ERP (W)	393.64	393.64	393.64	393.64	393.64	393.64	393.64	393.64	393.64
TMA Make									
TMA Model									
RRU Make	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson
RRU Model	4449	4449	4449	4449	4449	4449	4449	4449	4449
Number of Tx/Rx Lines	4,4	4,4	4,4	4,4	4,4	4,4	4,4	4,4	4,4
Position									
Transmitter Id	712294	712295	712296	712297	712298	712299	712300	712301	712302
Source	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API

700 MHz LTE									
Sector	01	02	03	04	05	06	07	08	09
Antenna	30	150	270	30	150	270	30	150	270
Cell / ENode B ID	202009	202009	202009	202009	202009	202009	202009	202009	202009
Antenna Model	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658
Antenna Make	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW
Antenna Centerline (°)	89	89	89	89	89	89	89	89	89
Mechanical Down-Tilt (Deg.)	0	0	0	0	0	0	0	0	0
Electrical Down-Tilt	4	5	8	4	5	8	4	5	8
Tip Height	92	92	92	92	92	92	92	92	92
Regulatory Power	45.42	45.42	45.42	45.42	45.42	45.42	45.42	45.42	45.42
CLEARFCH	5230	5230	5230	5230	5230	5230	5230	5230	5230
Channel Bandwidth (MHz)	10	10	10	10	10	10	10	10	10
Total ERP (W)	412.44	412.44	412.44	412.44	412.44	412.44	412.44	412.44	412.44
TMA Make									
TMA Model									
RRU Make	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson
RRU Model	4449	4449	4449	4449	4449	4449	4449	4449	4449
Number of Tx/Rx Lines	4,4	4,4	4,4	4,4	4,4	4,4	4,4	4,4	4,4
Position									
Transmitter Id	712281	712282	712283	712284	712285	712286	712287	712288	712289
Source	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API

800 MHz LTE									
Sector	01	02	03	04	05	06	07	08	09
Antenna	30	150	270	30	150	270	30	150	270
Cell / ENode B ID	202009	202009	202009	202009	202009	202009	202009	202009	202009
Antenna Model	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658
Antenna Make	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW
Antenna Centerline (°)	89	89	89	89	89	89	89	89	89
Mechanical Down-Tilt (Deg.)	0	0	0	0	0	0	0	0	0
Electrical Down-Tilt	4	5	8	4	5	8	4	5	8
Tip Height	92	92	92	92	92	92	92	92	92
Regulatory Power	174.95	174.95	174.95	174.95	174.95	174.95	174.95	174.95	174.95
CLEARFCH	2561	2561	2561	2561	2561	2561	2561	2561	2561
Channel Bandwidth (MHz)	10	10	10	10	10	10	10	10	10
Total ERP (W)	393.64	393.64	393.64	393.64	393.64	393.64	393.64	393.64	393.64
TMA Make									
TMA Model									
RRU Make	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson
RRU Model	4449	4449	4449	4449	4449	4449	4449	4449	4449
Number of Tx/Rx Lines	4,4	4,4	4,4	4,4	4,4	4,4	4,4	4,4	4,4
Position									
Transmitter Id	712294	712295	712296	712297	712298	712299	712300	712301	712302
Source	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API

700 MHz LTE									
Sector	01	02	03	04	05	06	07	08	09
Antenna	30	150	270	30	150	270	30	150	270
Cell / ENode B ID	202009	202009	202009	202009	202009	202009	202009	202009	202009
Antenna Model	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658
Antenna Make	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW
Antenna Centerline (°)	89	89	89	89	89	89	89	89	89
Mechanical Down-Tilt (Deg.)	0	0	0	0	0	0	0	0	0
Electrical Down-Tilt	4	5	8	4	5	8	4	5	8
Tip Height	92	92	92	92	92	92	92	92	92
Regulatory Power	45.42	45.42	45.42	45.42	45.42	45.42	45.42	45.42	45.42
CLEARFCH	5230	5230	5230	5230	5230	5230	5230	5230	5230
Channel Bandwidth (MHz)	10	10	10	10	10	10	10	10	10
Total ERP (W)	412.44	412.44	412.44	412.44	412.44	412.44	412.44	412.44	412.44
TMA Make									
TMA Model									
RRU Make	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson
RRU Model	4449	4449	4449	4449	4449	4449	4449	4449	4449
Number of Tx/Rx Lines	4,4	4,4	4,4	4,4	4,4	4,4	4,4	4,4	4,4
Position									
Transmitter Id	712281	712282	712283	712284	712285	712286	712287	712288	712289
Source	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API

800 MHz LTE									
Sector	01	02	03	04	05	06	07	08	09
Antenna	30	150	270	30	150	270	30	150	270
Cell / ENode B ID	202009	202009	202009	202009	202009	202009	202009	202009	202009
Antenna Model	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658	SERVA-10658
Antenna Make	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW	ANDREW
Antenna Centerline (°)	89	89	89	89	89	89	89	89	89
Mechanical Down-Tilt (Deg.)	0	0	0	0	0	0	0	0	0
Electrical Down-Tilt	4	5	8	4	5	8	4	5	8
Tip Height	92	92	92	92	92	92	92	92	92
Regulatory Power	174.95	174.95	174.95	174.95	174.95	174.95	174.95	174.95	174.95
CLEARFCH	2561	2561	2561	2561	2561	2561	2561	2561	2561
Channel Bandwidth (MHz)	10	10	10	10	10	10	10	10	10
Total ERP (W)	393.64	393.64	393.64	393.64	393.64	393.64	393.64	393.64	393.64
TMA Make									
TMA Model									
RRU Make	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson	Ericsson
RRU Model	4449	4449	4449	4449	4449	4449	4449	4449	4449
Number of Tx/Rx Lines	4,4	4,4	4,4	4,4	4,4	4,4	4,4	4,4	4,4
Position									
Transmitter Id	712294	712295	712296	712297	712298	712299	712300	712301	712302
Source	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API	ATOLL_API





Paul J. Ford and Company
250 East Broad Street Suite 600
Columbus, OH 43215
(614) 221-6679
PJFmount@pauljford.com

Passing Mount Analysis with Hardware Upgrades

Mount ReAnalysis

SMART Tool Project #: 10107555

Paul J. Ford Project #: 24320-0472.003.8190

October 13, 2021

Site Information

Site ID: 126555-VZW / HARLEM VOLLMER -- 382683
Site Name: HARLEM VOLLMER -- 382683
Carrier Name: Verizon Wireless
Address: 20248 Graceland
Frankfort, Illinois 60423, Will County County
Latitude: 41.522260°
Longitude: -87.804475°

Structure Information

Tower Type: 147-Ft Water Tank
Mount Type: 13.00-Ft T-Frame Mount

FUZE ID # 16229184

Analysis Results

13.00-Ft T-Frame Mount: **75.2% Pass***

*Results valid after hardware upgrades noted in the PMI Requirements are installed.

***Contractor PMI Requirements:

Included at the end of this MA report

Available & Submitted via portal at <https://pmi.vzwsmart.com>

Contractor - Please Review Specific Site PMI Requirements Upon Award

Requirements may also be Noted on A & E drawings

For additional questions and support, please reach out to:

pmisupport@pauljford.com

Report Prepared By: Brandon Saline

VDL



10/13/21

Executive Summary:

The objective of this report is to determine the capacity of the antenna support mount at the subject facility for the final wireless telecommunications configuration, per the applicable codes and standards. Any modification listed under Sources of Information was assumed completed and was included in this analysis.

This analysis is inclusive of the mount structure only and does not address the structural capacity of the supporting structure. This mounting frame was not analyzed as an anchor attachment point for fall protection. All climbing activities are required to have a fall protection plan completed by a competent person.

Sources of Information:

Document Type	Remarks
Radio Frequency Data Sheet (RFDS)	Verizon RFDS 16229184, dated July 9, 2021
Previous Structural Analysis Report	Krech Ojard & Associates, Project # 172002.63, dated November 7, 2017

Analysis Criteria:

Codes and Standards:	ANSI/TIA-222-H
Wind Parameters:	Basic Wind Speed (Ultimate 3-sec. Gust), V_{ULT} : 114 mph Ice Wind Speed (3-sec. Gust): 40 mph Design Ice Thickness: 1.50 in Risk Category: III Exposure Category: C Topographic Category: 1 Topographic Feature Considered: N/A Topographic Method: N/A Ground Elevation Factor, K_e : 0.974
Seismic Parameters:	S_s : 0.129 S_1 : 0.068
Maintenance Parameters:	Wind Speed (3-sec. Gust): 30 mph Maintenance Live Load, L_v : 0 lbs. Maintenance Live Load, L_m : 0 lbs.
Analysis Software:	RISA-3D (V17.0.3)

Final Loading Configuration:

The following equipment has been considered for the analysis of the mounts:

Mount Elevation (ft)	Equipment Elevation (ft)	Quantity	Manufacturer	Model	Status
89.00 ±	89.00	3	Ericsson	AIR 6449	Added
		3	Ericsson	4408 w/ KRE 105 281/1	
		3	Ericsson	8843	
		3	Ericsson	4449	Retained
		6	Andrew	SBNHH-1D65B	
		3	Raycap	RC3DC-3315-PF-48	

Any proposed antennas not currently installed should be mounted such that the centerline of the antennas does not exceed 6 inches vertically from the center of the antenna mounts.

The recent mount mapping did not report existing OVP units. However, it is acceptable to install up to any three (3) of the OVP model numbers listed below as required at any location other than the mount face without affecting the structural capacity of the mount. If OVP units are installed on the mount face, a mount re-analysis may be required.

Model Number	Ports	AKA
RHSDC-1064-PF-48	2	OVP-2
RC3DC-3315-PF-48	6	OVP-6
RC3DC-3300-PF-48	6	OVP-6
RC3DC-4750-PF-48	6	OVP-6
RHSDC-6627-PF-48	12	OVP-12
RHSDC-6600-PF-48	12	OVP-12

Standard Conditions:

1. All engineering services are performed on the basis that the information provided to Paul J. Ford and Company and used in this analysis is current and correct. The existing equipment loading has been applied at locations determined from the supplied documentation. Any deviation from the loading locations specified in this report shall be communicated to Paul J. Ford and Company to verify deviation will not adversely impact the analysis.
2. Mounts are assumed to have been properly fabricated, installed and maintained in good condition, twist free and plumb in accordance with its original design and manufacturer's specifications.

Obvious safety and structural issues/deficiencies noticed at the time of the mount mapping and reported in the Mount Mapping Report are assumed to be corrected and documented as part of the PMI process and are not considered in the mount analysis.

The mount analysis and the mount mapping are not a condition assessment of the mount. Proper maintenance and condition assessments are still required post analysis.

3. For mount analyses completed from other data sources (including new replacement mounts) and not specifically mapped in accordance with the NSTD-446 Standard, the mounts are assumed to have been properly fabricated, installed and maintained in good condition, twist free and plumb in accordance with its original design and manufacturer's specifications.

4. All member connections are assumed to have been designed to meet or exceed the load carrying capacity of the connected member unless otherwise specified in this report.
5. The mount was checked up to the welds that attach to the tank column. Local deformation and interaction between the mount and the supporting structure are outside the scope of this analysis.
6. All services are performed, results obtained, and recommendations made in accordance with generally accepted engineering principles and practices. Paul J. Ford and Company is not responsible for the conclusion, opinions, and recommendations made by others based on the information supplied.
7. Structural Steel Grades have been assumed as follows, if applicable, unless otherwise noted in this analysis:
 - Channel, Solid Round, Angle, Plate ASTM A36 (Gr. 36)
 - HSS (Rectangular) ASTM 500 (Gr. B-46)
 - Pipe ASTM A53 (Gr. B-35)
 - Threaded Rod F1554 (Gr. 36)
 - Bolts ASTM A325

Discrepancies between in-field conditions and the assumptions listed above may render this analysis invalid unless explicitly approved by Paul J. Ford and Company.

Analysis Results:

Component	Utilization %	Pass/Fail
Face Horizontals	75.2%	Pass
Standoff Members	20.8%	Pass
Tie Backs	1.1%	Pass
Mount Pipes	43.4%	Pass
Mount to Tower Connection	3.2%	Pass

Structure Rating – (Controlling Utilization of all Components)	75.2%
---	--------------

*Results valid after hardware upgrades noted in the PMI Requirements are installed

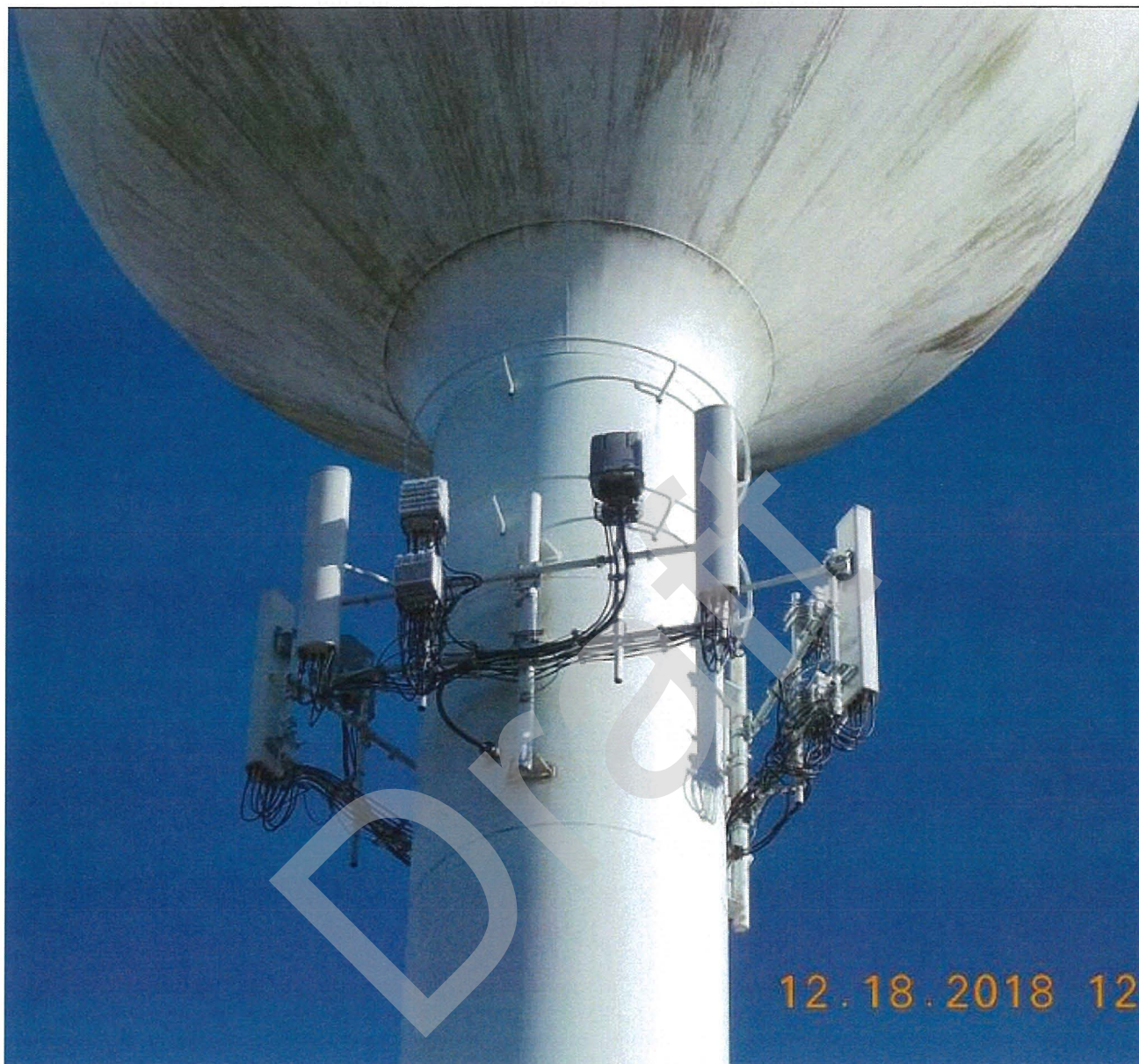
Recommendation:

The existing mount will be SUFFICIENT for the final loading configuration upon the completion of the recommendations listed in the Special Instructions section of the below referenced PMI document.

ANSI/ASSP rigging plan review services compliant with the requirements of ANSI/TIA 322 are available for a Construction Class IV site or other, if required. Separate review fees will apply.

Attachments:

1. Mount Photos
2. Previous Structural Analysis (for reference only)
3. Analysis Calculations
4. **Contractor Required Post Installation Inspection (PMI) Report Deliverables**
5. Antenna Placement Diagrams



Mount Desktop – Post Modification Inspection (PMI) Report Requirements

Documents & Photos Required from Contractor – **Passing Mount Analysis**

Passing Mount Analysis requires a PMI due to a modification in loading.

Electronic pdf version of this can be downloaded at <https://pmi.vzwsmart.com>.

For additional questions and support, please reach out to pmisupport@pauljford.com

Purpose – to provide SMART Tool structural vendor the proper documentation in order to complete the required Mount Desktop review of the Post Modification Inspection Report.

- Contractor is responsible for making certain the photos provided as noted below provide confirmation that the installation was completed in accordance with this Passing Mount Analysis.
- Contractor shall relay any data that can impact the performance of the mount, this includes safety issues.

Base Requirements:

- If installation will cause damage to the structure, the climbing facility, or safety climb if present or any installed system, SMART Tool vendor to be notified prior to install. Any special photos outside of the standard requirements will be indicated on the drawings.
- Provide “as built mount drawings” showing contractor’s name, contact information, preparer’s signature, and date. Any deviations from the drawings (Proposed modification) shall be shown. NOTE: If loading is different than what is conveyed in the passing mount analysis (MA) contact the SMART Tool vendor immediately.
- Each photo should be time and date stamped
- Photos should be high resolution.
- Contractor shall ensure that the safety climb wire rope is supported and not adversely impacted by the install of the modification components. This may involve the install of wire rope guides, or other items to protect the wire rope. If there is conflict, contact the SMART Tool engineer for recommendations.
- The PMI can be accessed at the following portal: <https://pmi.vzwsmart.com>

Photo Requirements:

- *Photos taken at ground level*
 - Photo of Gate Signs showing the tower owner, site name, and number.
 - Overall tower structure after installation.
 - Photos of the mount after installation; if the mounts are at different rad elevations, pictures must be provided for all elevations that equipment was installed.
- *Photos taken at Mount Elevation*
 - Photos showing the safety climb wire rope above and below the mount prior to installation.
 - Photos showing the climbing facility and safety climb if present.

- Photos showing each individual sector after installation. Each entire sector shall be in one photo to show the interconnection of members.
 - These photos shall also certify that the placement and geometry of the equipment on the mount is as depicted in the antenna placement diagram in this form.
- Photos that show the model number of each antenna and piece of equipment installed per sector.

Antenna & equipment placement and Geometry Confirmation:

- The contractor shall certify that the antenna & equipment placement and geometry is in accordance with the sketch and table as included in the mount analysis and noted below.

Special Instructions / Validation as required from the MA or any other information the contractor deems necessary to share that was identified:

Issue:

- Verify that members shown in the previous structural analysis drawing attached in the report are the correct members and size.
- Install (3) 6", P2 STD (2.375"x0.154") ASTM A53 (Gr. B-35) mount pipes for the proposed antennas, 27" from mount pipe 2. (6) VZWSMART-MSK1 crossover plates will be required for installation. Pipes shall be installed at the location shown per the placement diagram attached to this report. Vertical projection shall be the same as existing mount pipes.

Response:

Contractor certifies that the climbing facility / safety climb was not damaged during installation:

☐ Yes ☐ No

Comments:

☐ All hardware has been properly installed, and the existing hardware was inspected.

☐ The material utilized was as specified on the SMART Tool engineering vendor Mount Modification Drawings and included in the material certification folder is a packing list or invoice for these materials.

Or:

- ☐ The material utilized was approved by a SMART Tool as an "equivalent" and this approval is included as part of the contractor submission.

Antenna & equipment placement and Geometry Confirmation:

- ☐ The contractor certifies that the photos support and the equipment on the mount is as depicted on the sketch and table included in this form and with the mount analysis provided.

OR

- ☐ The contractor notes that the equipment on the mount is not in accordance with the sketch and has noted the differences below and provided photo documentation of any alterations.

Special Instruction Confirmation:

- ☐ The contractor has read and acknowledges the above special instructions.

Certifying Individual:

Company:	
Employee Name:	
Contact Phone:	
Email:	
Date:	

Sector: A

10/12/2021

Structure Type: Water Tan

10107555

Mount Elev: 89.00

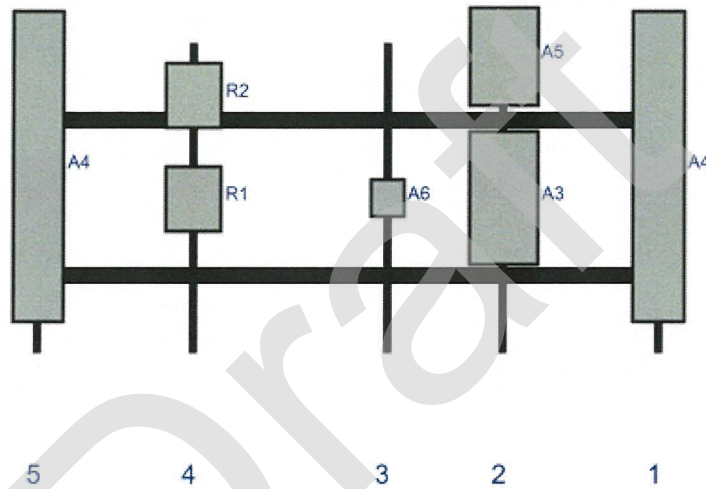
Page: 1

Plan View



Front View

Looking at Structure



Ref	Model	Height (in)	Width (in)	H Dist Frm L.	Pipe	Pipe Pos V	Ant Pos	C. Ant Frm T.	Ant H Off	Status	Validation
A4	SBNHH-1D65B	72.6	11.9	150	1	a	Front	28.68	0	Retained	10/12/2021
A3	AIR 6449	30.8	16.1	114	2	a	Front	36	0	Added	
A5	RC3DC-3315-PF-48	23	15.7	114	2	a	Front	3	0	Retained	10/12/2021
A6	4408 w/ KRE 105 281/1	8.4	7.9	87	3	a	Front	36	0	Added	
R1	8843	15	13.2	42	4	a	Front	36.06	0	Retained	10/12/2021
R2	4449	15	13.2	42	4	a	Front	12.06	0	Retained	10/12/2021
A4	SBNHH-1D65B	72.6	11.9	6	5	a	Front	28.68	0	Retained	10/12/2021

Sector: **B**

10/12/2021

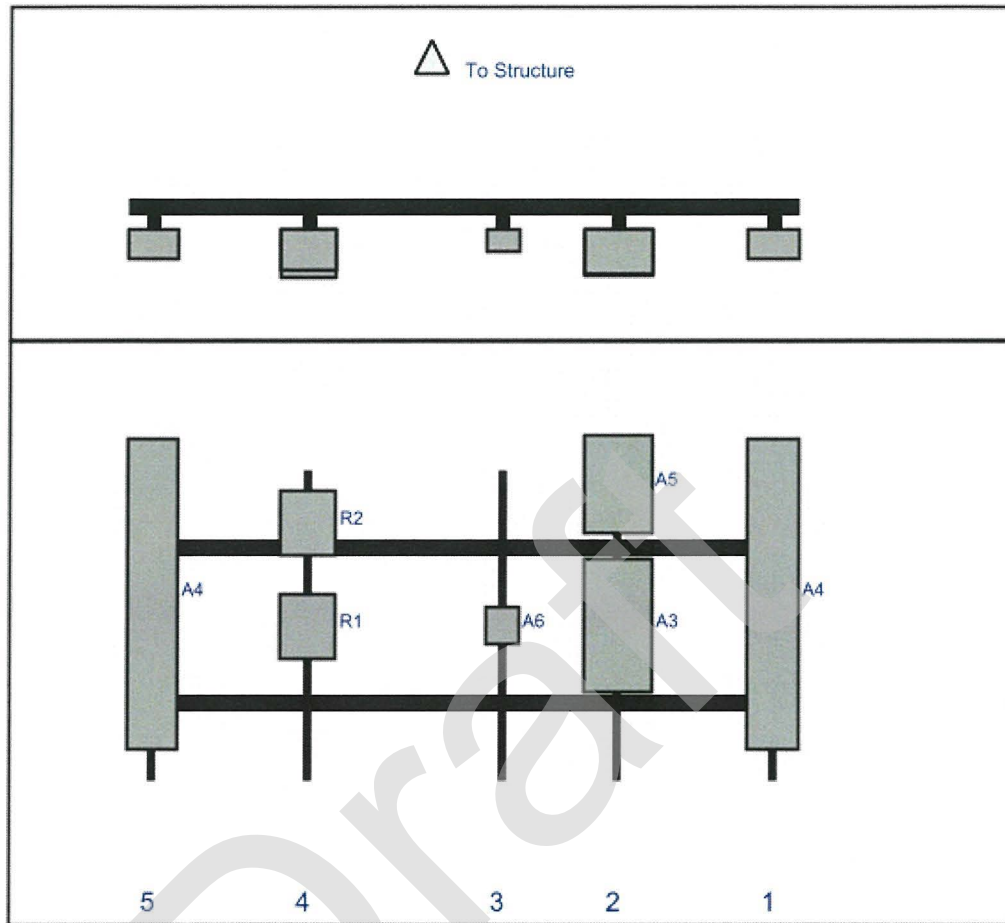
Structure Type: Water Tan

10107555

Mount Elev: 89.00

Page: 2

Plan View



Front View

Looking at Structure

Ref	Model	Height (in)	Width (in)	H Dist Frm L.	Pipe	Pipe Pos V	Ant Pos	C. Ant Frm T.	Ant H Off	Status	Validation
A4	SBNHH-1D65B	72.6	11.9	150	1	a	Front	28.68	0	Retained	10/12/2021
A3	AIR 6449	30.8	16.1	114	2	a	Front	36	0	Added	
A5	RC3DC-3315-PF-48	23	15.7	114	2	a	Front	3	0	Retained	10/12/2021
A6	4408 w/ KRE 105 281/1	8.4	7.9	87	3	a	Front	36	0	Added	
R1	8843	15	13.2	42	4	a	Front	36.06	0	Retained	10/12/2021
R2	4449	15	13.2	42	4	a	Front	12.06	0	Retained	10/12/2021
A4	SBNHH-1D65B	72.6	11.9	6	5	a	Front	28.68	0	Retained	10/12/2021

Sector: C

10/12/2021

Structure Type: Water Tan

10107555

Mount Elev: 89.00

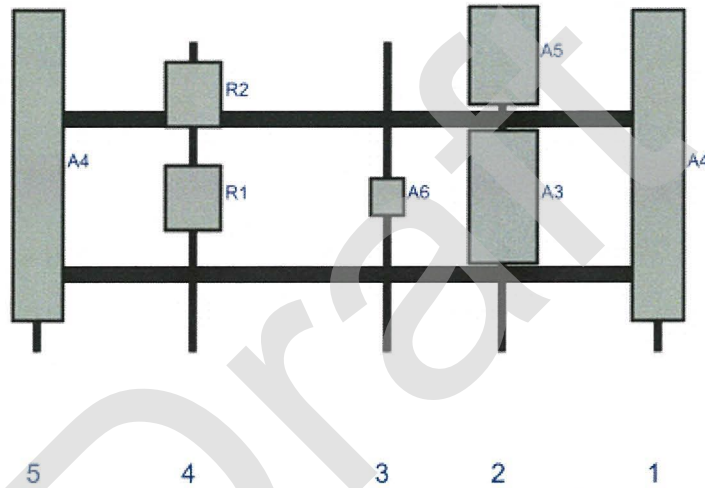
Page: 3

Plan View



Front View

Looking at Structure



Ref	Model	Height (in)	Width (in)	H Dist Frm L.	Pipe	Pipe Pos V	Ant Pos	C. Ant Frm T.	Ant H Off	Status	Validation
A4	SBNHH-1D65B	72.6	11.9	150	1	a	Front	28.68	0	Retained	10/12/2021
A3	AIR 6449	30.8	16.1	114	2	a	Front	36	0	Added	
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R2	4449	15	13.2	42	4	a	Front	12.06	0	Retained	10/12/2021
A4	SBNHH-1D65B	72.6	11.9	6	5	a	Front	28.68	0	Retained	10/12/2021



CH HARLEM & VOLMER

20248 Graceland

Frankfort, Illinois

STRUCTURAL ANALYSIS REPORT FOR VERIZON (#126555)

October 20, 2021

KOA PROJECT NO.: 202001.89

Revision #1



PREPARED BY:
KRECH OJARD & ASSOCIATES, INC.
101 PUTNAM ST.
EAU CLAIRE, WI 54703
715-552-7374

PROFESSIONAL SEAL:

KRECH OJARD & ASSOCIATES, INC.
PROFESSIONAL DESIGN FIRM
PROFESSIONAL ENGINEERING CORPORATION
LICENSE NO. 184.006740
EXPIRES 04.30.2023





The following report is an update to the previously issued report by Krech Ojard & Associates, Inc. dated March 5, 2021. This report includes updates to the RFDS and Paul J. Ford mount analysis and modifications.

VERIZON INSTALLATION SUMMARY:

Verizon is proposing to install new antennas and equipment at CH Harlem & Volmer water tower site. The proposed antennas and equipment are listed below and noted in the Verizon RFDS dated 7/9/2021. The proposed antennas and equipment mounts have been analyzed by others. The following report is a design check on the tank stability & overturning to support the proposed Verizon equipment. The tank analysis was performed in accordance with the AWWA D100-11. A basic wind speed of 90 MPH, Exposure C, with an importance factor of 1.15 was used in the analysis.

Proposed Final Verizon Antennas & Equipment (RAD = 89')

- (3) AIR6449
- (3) KRE10528/1 w/ 4408
- (3) Raycap RC3DC-3315-PF-48
- (3) 4449
- (3) 8843
- (6) Andrew SBNHH-1D65B
- (3) Hybrid Cables

Existing Other Carrier Equipment to remain:

The existing antennas and equipment were provided in the mapping report by Hightower Solutions and can be found in the overturning calculation portion of this report.

WATER TANK ANALYSIS RESULTS SUMMARY:

The water tower has been analyzed for the original and proposed new antenna loading. The overturning on the tank was checked for 90 MPH, Exposure C as required by the AWWA. The total overturning on the tank, including existing carriers and the proposed, has increased by approximately 23.5% from the original tank overturning.

Anchorage:

The existing tank drawings (confirmed with Hightower Solution mapping report) indicates there are (12) 1-3/4" diameter anchor bolts at the base of the tank. Anchor bolts are stressed to 88% of the allowable steel design stress, when the tank is empty and full wind load is applied. Anchor bolts are assumed to be Gr. 36 ksi steel and are checked based on the specifications in AISC Steel Construction Manual, 15th edition.

Steel Shaft

The tank shaft combined stresses are at 86% of their capacity, based on the metal thickness provided in the Hightower Solutions mapping report. Class 1 material ($F_y < 34\text{ksi}$) was used in this analysis.

Soil Capacity

The soil bearing pressure been analyzed for the original and proposed new antenna loading, and include the previously installed concrete ballast as noted in a previous report by Mr. Wozniak. The new antenna layout will increase the soil pressure by approximately 8.4% from the original design, when the tank is full and wind load is applied. The International Existing Building Code (IEBC) states; "Any existing lateral load-carrying structural element whose demand-capacity ratio with the addition considered is no more than 10 percent greater than it's demand-capacity ratio with the addition ignored shall be permitted to remain unaltered." Current soil pressure increase of 8.4% is less than the 10% allowed per the IEBC.

The water tower and foundation are capable of safely resisting the resultant forces from increased loading.



REFERENCED DOCUMENTS:

Verizon RFDS dated 7/9/2020

Mount Re-analysis by Paul J. Ford dated October 13, 2021

Verizon Mount analysis by Paul J. Ford dated October 1, 2020

Previous Verizon installation analysis by Robert Wozniak dated May 17, 2013

Hightower Solutions mapping report dated 2/17/2021

Previous Verizon installation analysis by Krech Ojard dated 11/7/2017

ASSUMPTIONS:

- Anchor bolts are assumed Gr. 36 ksi
- Tank self weight is 97.1 kips
- Tank shaft constructed of class 1 steel ($F_y < 34$ ksi) w/ a constant 0.563 inch metal thickness.
- Any reinforcement or modifications are assumed to be fully installed and functional.
- The International Existing Building Code (IEBC) states; "Any existing lateral load-carrying structural element whose demand-capacity ratio with the addition considered is no more than 10 percent greater than it's demand-capacity ratio with the addition ignored shall be permitted to remain unaltered." Because seismic loads are proportional to the weight of the structure and the percent increase from the original weight of the proposed weight is less than 10 percent, the applied seismic force and resulting increase in the seismic demand capacity should also be less than 10 percent. Therefore, by inspection, this water tower does not need to be re-evaluated for seismic loads under the current AWWA standard.
- All welds are assumed to have been performed to current welding standards and are assumed to develop their full capacity and to be in good condition. All bolts and bolt-like anchors are assumed to be fully tightened, fastened or bonded to the manufacturers' specifications and are assumed to have full capacity.
- Soil conditions and foundations are not considered unless specified in the analysis and have no deterioration or defects.
- The information provided to Krech Ojard & Associates for analysis is assumed accurate and up to date. This report is considered void if the listed information or assumptions stated herein is inaccurate.
- The tower is assumed to be properly maintained and monitored and this analysis cannot be a considered a condition assessment of the tower. No accommodations are taken for damaged, rusted, deteriorated, or otherwise compromised member conditions.

If it is determined that any of these assumptions are not accurate, this analysis is void and an additional analysis should be performed.

AIR 6449 B77D/ C-BAND



- › Advanced Antenna System (AAS)
- › 64TX/64RX with 192 AE
- › Up to 320W RF Power
- › EIRP up to 79 dBm
- › Up to 200 MHz CBW with 64TX
- › Max total carrier BW is 200 MHz for NR
- › Support number of layers: DL/UL 16/8

AIR 6449 B77D/ C-Band	Height	Width	Depth	Weight
wo protruding items	30.4 In (772 mm)	15.9 In (403 mm)	8.1 In (205 mm)	88.0 lbs (39.9 Kg)
w protruding items	30.8 In (783 mm)	16.1 In (408 mm)	10.8 In (273 mm)	

- › 4 x 25 Gbps eCPRI, (compatible to 10G) eCPRI SFP28
- › -48 VDC, max ~ 1360W (80%TX-20%RX), Typical TBD
- › -40 to +55 °C, (Incl Solar Load)



Now confirmed
max measurements/ will not exceed

Radio 4408

B48 – 3.5 GHz, CBRS



Capacity and Specifications	
— 4TX/4RX	
— Up to 4x5W	— 6 LTE carriers
— 120MHz IBW	— 2x 10.1Gbps CPRI

Other Specifications	
— AC or -48 VDC	— 2 external alarm
— Integrated or external antenna	— IP 65, -40 to +55°C

HW ready for 5G NR SW upgrade

FOA Q4-19



Size and Weight				
Radio 4408	Height	Width	Depth	Weight
Including bracket and cover	8.41 In	7.88 In	4.13 In	10.14 lbs

Shall not exceed dimensions

February 20, 2024

Unanimous Consent Agenda

D. PLAN COMMISSION REPORT SUMMARY

1. VILLAGE OF FRANKFORT ZONING ORDINANCE TEXT AMENDMENT, ARTICLE 5 – ACCESSORY USES AND STRUCTURES (*Presenter: Trustee Rossi*)

A text amendment to the Village of Frankfort Zoning Ordinance relating to accessory uses and structures comes before the Village Board for formal consideration. Currently, accessory structures such as arbors, trellises, pergolas, gazebos, and pool cabanas are restricted to a maximum size of 250 feet for all residential lots. The proposed text amendment would implement a “sliding scale” approach, allowing these accessory structures to exceed the 250 square feet limit based on the size of the lot. The proposed amendment would allow these accessory structures to be 250 square feet or 1.7% of the area of the parcel, whichever is greater.

At its January 11, 2024 meeting, the Plan Commission forwarded a unanimous (5-0) recommendation to the Village Board to approve the proposed text amendment.

At its February 14, 2024 meeting, the Committee of the Whole reviewed the proposed text amendment and agreed with the recommendation of the Plan Commission, except for the provision regarding maximum size of these types of accessory structures. Members recommended the proposed amendment include a provision limiting accessory structures to not exceed five hundred (500) square feet in size rather than the recommended one thousand (1,000) square feet proposed by the Plan Commission. The proposed amendment includes the recommendation by the Committee of the Whole.

Motion: Accept the Plan Commission and Committee of the Whole recommendations, waive the First and Second Readings, and pass an Ordinance amending the Village of Frankfort Zoning Ordinance, Article 5, Section D, Parts 1 and 2, related to accessory uses and structures.

ORDINANCE NO. 34XX
AN ORDINANCE AMENDING THE VILLAGE OF FRANKFORT
ZONING ORDINANCE ARTICLE 5: USE REGULATIONS

WHEREAS, a timely Notice of Public Hearing before the Plan Commission/Zoning Board of Appeals of the Village of Frankfort was published in the *Daily Southtown* newspaper announcing a Public Hearing on proposed amendments to the 2001 Zoning Ordinance; and

WHEREAS, on January 11, 2024, a Public Hearing was held before the Plan Commission/Zoning Board of Appeals where a recommendation was forwarded to the Board of Trustees of the Village of Frankfort to amend the 2001 Zoning Ordinance in relation to accessory uses and structures; and

WHEREAS, at its February 14, 2024 meeting, the Committee of the Whole reviewed the proposed amendment and concurred with the recommendation of the Plan Commission, except to limit the maximum size for accessory structures, including arbors, trellises, pergolas, gazebos, and pool cabanas to five hundred (500) square feet instead of one thousand (1,000) square feet as recommended by the Plan Commission; and

WHEREAS, the President and Board of Trustees of the Village of Frankfort have determined that it is in the best interests of the Village and its residents to make the following modifications to the 2001 Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. ARTICLE 5: USE REGULATIONS, SECTION D, PARTS 1 & 2

That Article 5: Use Regulations, Section D: Accessory Uses and Structures, Parts 1 and 2, are amended to read in their entirety as follows:

Part 1: General Requirements

- a. Accessory uses and structures, as defined in Article 12, are permitted in the E-R, R-1, R-2, R-3, R-4, H-R and A-G districts. Accessory uses and structures, as defined in Article 12, are permitted in the H-1 zoning district when the property is used for single-family residential.
- b. Accessory uses and structures, as defined in Article 12, in the B-1, B-2, B-3, B-4, O-R, I-1, I-2 and H-1 districts when the property is not used for single-family residential, must be approved during the site plan review process (as described in Article 3, Section H).

- c. Residential accessory uses and structures shall not involve the conduct of any business, trade, or industry.
- d. Accessory uses and structures must be in connection with a principal use which is permitted within such district.
- e. Each accessory structure and use shall comply with the use limitations applicable in the zoning district in which it is located.
- f. No accessory structure shall be constructed or occupied on any lot prior to the completion of the principal structure to which it is an accessory.
- g. Pole barns, silos and other accessory farm structures shall be permitted only within the A-G zoning district.
- h. Any structure with a roof and attached to the primary structure shall be considered part of the primary structure and shall abide by the requirements for primary structures in that zoning district.
- i. An exterior wall of an accessory structure shall not exceed 35' of uninterrupted wall length. For the purposes of this section an interruption shall be defined as an offset in a wall plane and underlying foundation measuring a minimum of one (1) foot.

Part 2: Bulk Regulations

- a. Location:
 - 1. Accessory structures shall only be permitted within side and rear yards, except within the A-G zoning district.
 - 2. Accessory structures shall be located behind the front of the primary structure along a front yard or corner side yard, except within the A-G zoning district.
 - 3. Accessory structures shall be set back at least ten (10) feet from any lot line, except for the A-G zoning district, in which they must meet the required front, side and rear setbacks for the primary structure.
 - 4. Accessory structures, except for open patios, open terraces, open decks, and similar structures at or near grade without a roof, shall maintain a separation minimum distance of ten (10) feet between other accessory structures and from the primary structure.
 - 5. Accessory structures, including open patios, open terraces, open decks, and similar structures at or near grade without a roof, shall not have any separation requirement from other accessory structures or the primary structure, except

for raised decks which must be attached to the primary structure or separated from it by at least ten (10) feet.

6. Swimming pools shall be set back at least ten (10) feet from the primary structure. A minimum separation is not required from a swimming pool to an open patio, open terrace, open deck, or similar structures without a roof.

b. Size:

1. Accessory structures, ~~only~~ including arbors, trellises, pergolas, gazebos, and pool cabanas ~~may be two hundred fifty (250) square feet or 1.7% of the area of the parcel, whichever is greater, but in no instance shall they exceed five hundred (500) square feet. shall not exceed two hundred fifty (250) square feet in size.~~
2. Accessory structures, including sheds, child playhouses, permanently affixed outdoor fireplaces and stoves, greenhouses, laundry drying equipment and trash enclosures shall not exceed one hundred forty-four (144) square feet in size. Sheds within manufactured home parks shall not exceed two hundred twenty-five (225) square feet in size.
3. ~~There shall be no size limitation for swimming pools, open patios, open terraces, or open decks except as restricted by the other regulations of this Ordinance.~~
4. Detached garages in manufactured home parks shall not exceed six hundred (600) square feet.
5. Detached garages not located in manufactured home parks shall not exceed the area of the footprint of the primary structure, except within the A-G zoning district.
6. ~~There shall be no size limitation for farm structures, except as restricted by other regulations of this Ordinance.~~
7. All other accessory structures not specifically listed within this subsection shall not exceed one hundred forty-four (144) square feet in size.
8. Each accessory structure and use shall otherwise comply with the bulk regulations applicable in the district in which it is located, including maximum lot coverage, maximum impervious coverage, and maximum rear yard coverage (Article 6, Section B, Part 1).

c. Height:

1. All accessory structures, except farm structures including pole barns, silos, and similar structures, shall not exceed fifteen (15) feet in height.

2. Accessory farm structures shall not exceed thirty-five (35) feet in height.

d. Measurement of area:

1. For structures that have walls, measurement shall be made from the exterior walls.
2. For structures that have posts but no walls, measurement shall be made from the exterior edges of the posts.

SECTION 2. REPEAL OF CONFLICTING PROVISIONS

All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 3. SEVERABILITY

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 4. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this __ day of ____, 2024; with __ members voting AYE; __ members voting NAY; and __ members absent; the Village President not voting; with __ members abstaining and said vote being:

ADAM BORRELLI	___	MICHAEL LEDDIN	___
JESSICA PETROW	___	MAURA A. RIGONI	___
DANIEL ROSSI	___	EUGENE SAVARIA	___

KATIE SCHUBERT
VILLAGE CLERK

APPROVED this ___ day of ____, 2024.

KEITH OGLE
VILLAGE PRESIDENT

ATTEST:

KATIE SCHUBERT
VILLAGE CLERK

Draft

February 20, 2024

Unanimous Consent Agenda

E. NORTHERN ILLINOIS GAS COMPANY (d/b/a NICOR GAS COMPANY) FRANCISE AGREEMENT – ORDINANCE

(Presenter: Trustee Borrelli)

A 50-year franchise agreement between the Village of Frankfort and Northern Illinois Gas Company (d/b/a Nicor Gas) comes before the Village Board for formal consideration. The agreement outlines the terms and conditions governing the construction, operation, and maintenance of a gas distribution system within the village of Frankfort by Nicor Gas. The longstanding relationship between the Village and Nicor Gas dates back to 1926, with the most recent agreement established in July of 1972 through Ordinance #760. As part of this franchise agreement, Nicor Gas will provide a designated amount of gas, up to 60,355 therms (“Therm Allocation”), at no cost to the Village. This allocation is determined based on the Village’s population of 20,296 according to the latest decennial census data.

Motion: *Waive the First and Second Readings and pass an Ordinance authorizing Northern Illinois Gas Company (d/b/a Nicor Gas Company) its successors and assigns, to construct, operate and maintain a gas distributing system in and through the Village of Frankfort, Will and Cook Counties, Illinois, for a term of 50 years beginning retroactively on January 1, 2024.*

ORDINANCE NO. 34XX

GAS ORDINANCE

AN ORDINANCE AUTHORIZING NORTHERN ILLINOIS GAS COMPANY (d/b/a NICOR GAS COMPANY) ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A GAS DISTRIBUTING SYSTEM IN AND THROUGH THE VILLAGE OF FRANKFORT, ILLINOIS.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT ILLINOIS:

SECTION 1. That the right, permission and authority be and the same are hereby granted to NORTHERN ILLINOIS GAS COMPANY (d/b/a NICOR GAS COMPANY), an Illinois corporation, its successors and assigns (hereinafter referred to as the "Grantee"), to construct, operate and maintain in and through the VILLAGE OF FRANKFORT (hereinafter referred to as the "Municipality"), in the State of Illinois, for a term of Fifty (50) years, a system for the production, distribution and sale of gas for fuel, heating, power, processing and other purposes within and outside the corporate limits of the Municipality, and to construct, lay, maintain and operate such gas pipes, mains, conductors and other devices, apparatus and equipment as may be necessary or convenient for such system in, under, along and across each and all of the streets, alleys, avenues and other public places in the Municipality, subject to the conditions and regulations hereinafter set forth.

SECTION 2. All pipes, mains, conductors and other appliances, including connections with service pipes, hereafter laid in streets, alleys, avenues or other public places, shall be laid under the supervision of the Committee on Streets and Alleys of the Municipality, or such other duly authorized agent of the Municipality as the Board of Trustees may from time

to time designate. All pipes, mains, conductors and other appliances shall be so located as not to injure unnecessarily any drains, sewers, catch basins, water pipes, pavements or other like public improvements, but should any drain, sewer, catch basin, water pipe, pavement or other like public improvement be injured by such location, the Grantee shall forthwith repair the damage caused by such injury to the satisfaction of the Committee on Streets and Alleys, or such other duly authorized agent, and in default thereof the Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Grantee. The Grantee shall be subject to all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the public streets, alleys, avenues and other public places of the Municipality.

SECTION 3. The Grantee shall indemnify, become responsible for and forever save harmless the Municipality from any and all judgments, damages, decrees, costs and expenses, including attorneys' fees, which the Municipality may legally suffer or incur, or which may be legally obtained against the Municipality, for or by reason of the use and occupation of any street, alley, avenue or other public place in the Municipality by the Grantee pursuant to the terms of this ordinance or legally resulting from the exercise by the Grantee of any of the privileges herein granted; except that the indemnity provided for in this Section 3 shall not apply to any liability, judgments, damages, decrees, costs and expenses determined by a court of competent jurisdiction to have resulted from the negligence or intentional acts or omissions of Municipality, its agents and employees.

SECTION 4. After the passage of this ordinance, and within thirty (30) days after passage, this ordinance, if accepted, shall be accepted by the Grantee by its filing with the Village Clerk of the Municipality an unconditional written acceptance hereof, to be duly

executed according to law, and a failure of the Grantee to so accept this ordinance within said period of time shall be deemed a rejection hereof by the Grantee, and the rights and privileges herein granted shall after the expiration of said period of thirty (30) days, if not so accepted, absolutely cease and determine, unless said period of time shall be extended by the Municipality by ordinance duly passed for that purpose and before the expiration of said period of thirty (30) days.

SECTION 5. All provisions of this ordinance which are obligatory upon, or which inure to the benefit of, said NORTHERN ILLINOIS GAS COMPANY (d/b/a NICOR GAS COMPANY) shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of said Company, and the word "Grantee" wherever appearing in this ordinance shall include and be taken to mean not only said NORTHERN ILLINOIS GAS COMPANY (d/b/a NICOR GAS COMPANY), but also each and all of such successors and assigns.

SECTION 6. This ordinance, if accepted by the Grantee as hereinabove provided, shall be in full force and effect as of January 1, 2024, and from and after the effective date shall supersede, cancel, repeal and be in lieu of any and all other existing or prior grants of right, permission and authority by said Municipality to said Grantee or any predecessor companies or assignors of the Grantee to construct, operate and maintain any system for the production, distribution and sale of gas for fuel, heating, power, processing and any other purposes within the corporate limits of this Municipality, and this ordinance shall likewise cancel all of the obligations under said existing or prior grants.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF
FRANKFORT, ILLINOIS, THIS ____ DAY OF _____, 2024.

Village Clerk

APPROVED BY THE PRESIDENT OF THE VILLAGE OF FRANKFORT,
ILLINOIS, THIS ____ DAY OF _____, 2024.

President

(Seal)

ATTEST:

Village Clerk

STATE OF ILLINOIS)
COUNTY OF WILL) SS.
VILLAGE OF FRANKFORT)

I, _____, Village Clerk of the Village of FRANKFORT, Illinois, do hereby certify that the foregoing is a true and correct copy of an Ordinance duly passed by the Board of Trustees of said Village on the ____ day of _____, 2024, and duly approved by the President of said Village on the ____ day of _____, 2024, the original of which Ordinance is now on file in my office.

I do further certify that I am the legal custodian of all papers, contracts, documents and records of said Village.

WITNESS my hand and the official seal of said Village this ____ day of _____, 2024.

Village Clerk
Frankfort, Illinois

(SEAL)

MAYOR' S REPORT
FEBRUARY 20, 2024

1. Hickory Creek Middle School Cheer Team Wins State

Congratulations to the Hickory Creek Middle School (HCMS) Cheer Team for earning the state title in the Large Team Routine category at the IESA 2024 Cheerleading State Championship. The HCMS Cheer Team is scheduled to attend the upcoming Village Board meeting on March 4 to celebrate this exceptional achievement.

2. Coffee With a Cop Scheduled for Monday, February 26

The next "Coffee with a Cop" event is scheduled for Monday, February 26, from 9:30 A.M. to 11:00 A.M. at McDonald's, 7215 W. Lincoln Highway. Join members of the Frankfort Police Department for a cup of coffee and conversation. This is a great opportunity to meet the men and women who serve the Frankfort community.

3. Team Frigid Badges to Participate in Polar Plunge

Team Frigid Badges of Frankfort will once again be participating in the 2024 Law Enforcement Torch Run Polar Plunge on Saturday, March 2 in Manteno to raise money for Special Olympics Illinois. Thank you for your willingness to go above and beyond to help a great cause.

4. Frankfort Arts Association's "PART of the Family" Exhibit

The Frankfort Arts Association (FAA) will host PART of the Family Art Show from March 20 through June 20, 2024 at the Village Hall. Residents are invited to bring a 4" x 6" photo of their pets to the Village Hall to be included in the exhibit. Drop-off deadline is March 11, 2024. Visit www.frankfortartsassociation.org for more information.