



COMMITTEE OF THE WHOLE

Tuesday, February 17, 2026
immediately following the City Council Meeting at 7pm

City Hall Council Chamber
109 James Street
Geneva, IL 60134

Ald. Larry Furnish, Chair

AGENDA

1. **Call to Order**
2. **Approve Committee of the Whole Minutes from February 2, 2026 and Special Committee of the Whole Minutes from February 9, 2026.**
3. **Items of Business**
 - a. Consider Draft Resolution Authorizing Execution of Contract with Douglas Floor Covering for Removal of Existing Flooring and Installation of New Flooring in the Public Works Training Room and Adjacent Rooms and Allowing the City Administrator to Approve Change Orders Not to Exceed 10% of the Bid Price for a Total Amount of \$27,865.00.
 - b. Consider Draft Resolution Authorizing Execution of a License Agreement with Bensidoun USA for the 2026 French Market.
4. **Public Comment**

When recognized by the Chair, proceed to the podium, state your name for the record, and provide your public comments. Please understand this is your time to be heard and the public body's time to listen. No discussion or debate will follow.
5. **New Business**
6. **Adjournment**

ADA Compliance: Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City at least 48 hours in advance of the scheduled meeting. The City can be reached in person at 22 S First Street, Geneva, IL, or by telephone at (630) 232- 7494. Every effort will be made to allow for meeting participation. Notice of this meeting was posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

GENEVA COMMITTEE OF THE WHOLE MEETING MINUTES

Monday, February 2, 2026

City Hall Council Chambers
109 James St., Geneva, IL 60134

Elected Officials Present: Ald. Bowring, Ald. Kilburg, Ald. Kosirog, Ald. Malecki, Ald. Marks, Ald. Mayer, Ald. Palmquist, Ald. Paschke, Ald. Reinecke, Mayor Burns, Clerk Kellick.

Elected Officials Attending by Teleconference: None.

Elected Officials Absent: Ald. Furnish.

Others Present: Asst. City Admin. McCreedy, City Attny. Sandack, Supt. VanGyseghem, Dir. Babica, Dir. DeGroot, Dir. Milewski, Dir. Tymoszenko, Planner Buesing, Eng. Davids, Chief Antenore, Chief Pasarelli.

Others attending by video or teleconference: City Admin. Voigt.

Call to Order

Ald. Palmquist, serving as chair, called the meeting to order at 7:48 PM.

Approve Committee of the Whole Minutes from January 5, 2026.

Moved by Ald. Reinecke, seconded by Ald. Kilburg.

MOTION CARRIED by voice vote of those present 9-0.

Items of Business

Consider Draft Resolution Adopting a Complete Streets Policy.

Moved by Ald. Bowring, seconded by Ald. Paschke.

AYES: 9 (Bowring, Kilburg, Kosirog, Malecki, Marks, Mayer, Palmquist, Paschke, Reinecke)

ABSENT: 1 (Furnish)

NAYS: 0

Consider Draft Resolution Authorizing the Execution of a License Agreement with Metro Fibernet, LLC, of Evansville, Indiana.

Moved by Ald. Mayer, seconded by Ald. Paschke.

AYES: 9 (Bowring, Kilburg, Kosirog, Malecki, Marks, Mayer, Palmquist, Paschke, Reinecke)

ABSENT: 1 (Furnish)

NAYS: 0

Consider Draft Resolution Authorizing a License Agreement Between City of Geneva and Pace, the Suburban Bus Division of Regional Transportation Authority Relating to the VanGo Pilot Vehicle Program.

Moved by Ald. Paschke, seconded by Ald. Bowring.

AYES: 9 (Bowring, Kilburg, Kosirog, Malecki, Marks, Mayer, Palmquist, Paschke, Reinecke)

ABSENT: 1 (Furnish)

NAYS: 0

Presentation Regarding FY 2027 Budget and FY 2028 Budget Projections

City Admin. Voigt noted that the municipal budget comes from the framework provided by the City's strategic plan. City departments distinguish between needs and wants aligned with that plan. The budget is reviewed and adopted by the City Council and throughout the fiscal year, plans are revised and reviewed, and budgets are adjusted as necessary. In November, the City Council identified the FY2027 Tier 1 priority objectives to include Strong Governance – III: facilities meeting community needs, and Infrastructure and Services – III: dependable infrastructure. These priorities are being expressed through the police station referendum on the March ballot, as well as through other funding outlined in the budget. The Tier 2 priority objectives include purposeful growth and economic vitality – II: a diverse and resilient economy, and inform and engage residents – II: effectively engage the community.

The City Council review of the recommended budget will be ongoing until the public hearing and adoption on February 17. The new fiscal year will begin in May.

Dir. Milewski provided a budget overview, noting that Geneva's budget is comprised of 38 funds. There are 29 governmental funds typically sourced from taxes. There are seven proprietary funds, and two fiduciary funds for police and fire pensions.

A FY2027 proposed budget of just under \$121 million is a decrease from the amended FY2026 budget of just over \$140 million. The primary funding sources are property taxes of 27% and sales taxes of 28%. There are 3 major funds: the General Fund which is the main operating account, the Electric Fund which has

85% of revenues from electric sales, and the Water Fund which has 50% of its revenue from other financing.

Dir. Milewski noted that only \$7 million of the \$14 million in capital funds are used for projects that the community can see including \$2.8 million for general capital projects including 48% for a downtown pavilion, \$3.8 million for infrastructure capital projects, and \$0.7 million for capital equipment.

The next step in the budget approval process is a February 9 Special Committee of the Whole meeting if desired by Committee members, to further discuss the proposed budget. A public hearing on the budget and recommended adoption of the budget will then take place at the February 17 City Council meeting.

Based on feedback at the meeting, there was a consensus to hold a Special Committee of the Whole meeting on February 9 to ask questions and get more information about the proposed budget. Admin. McCready asked the Committee to send in specific questions in advance of that meeting.

Public Comment

Admin. McCready stated that there have been over 450 views of the virtual tours of the Geneva Police Department as it exists. More than 100 individuals have participated in tours of the station, and more tours will be available in February and March. SPAC will also host open houses regarding the referendum. He also highlighted the recent NBC 5 news story about the referendum.

SPAC chairperson Melanie Manon noted that the SPAC open house goal is for the public to ask questions in person. There will be open houses held at the Geneva Public Library on February 4 from 6:30-8:30 pm, February 18 from 10 am-noon, and February 25 from 6:30-8:30 pm. Attendees can stay for part or all of the allotted time.

New Business

Ald. Paschke stated that there will be a presentation about community solar at the library on February 9 from 5:00-7:00 pm.

Adjournment

On a motion by Ald. Kosirog, the meeting was adjourned by unanimous voice vote at 8:37 PM.

- Submitted by Clerk Kellick

**SPECIAL COMMITTEE OF THE WHOLE MINUTES
FEBRUARY 9, 2026**

Elected Officials Present: Mayor Burns, Ald. Bowring, Malecki, Kilburg, Kosirog, Reinecke, Marks, Paschke, Palmquist

Elected Officials Absent: Ald. Furnish, Mayer

Staff Present: Voigt, Passarelli, Antenore, DeGroot, Babica, Tymoszenko, Milewski, VanGyseghem, Holton, Javed, Landers, Lohse, Schultze, Fornari

1. Call to Order

Mayor Burns called the meeting to order at 7pm in City Hall Council Chambers, noting those in attendance. Burns then recognized Deputy City Clerk Jeanne Fornari on her twenty years of employment with the City and thanked her for her service, with Fornari then thanking the Mayor for the opportunity. Burns then read aloud a statement from city attorney Ron Sandack which laid the ground rules for the evening's discussions, noting no potential amendments or votes on the proposed budget would take place until City Council consideration on February 17, 2026.

2. Continued FY2027 Budget Discussion

At the February 2, 2026 City Council meeting, the council requested an additional meeting to further discuss the proposed budget. Admin. Voigt noted that initial questions from the committee had been posted in the budget section of the website. Additional questions regarding funding for a cemetery columbarium, rebate programs for solar installations, and any future funds allocated to EV charging stations were heard. Asst. Dir. Landers and Dir. DeGroot provided information as it related to these items, both noting that the respective budget items were not yet ready for full and final implementation.

A brief discussion on the utility revenue projections was heard, as well as clarifications on the City's budget portion of the East State Street reconstruction project, and status of the State Street pedestrian bridge, which has been deferred to the next fiscal year. Directors Milewski and Babica responded to these queries accordingly.

3. Public Comment

None

4. New Business

Several alderpersons invited residents to their respective open houses in the coming weeks regarding the March referendum.

5. Adjournment

On a motion by Ald. Kosirog, the meeting was adjourned by unanimous voice vote at 7:21pm.

Submitted by Deputy Clerk Fornari



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Public Works Training Room & Area Flooring Replacement		
Presenter & Title:	Pete Adams, Facilities Manager		
Date:	February 10, 2026		
<i>Please Check Appropriate Box:</i>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: Quality Infrastructure and Services			
Estimated Cost: \$27,865.00		Budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>At more than 30 years old the Training Room and surrounding area flooring in the Public Works building is in very poor condition. City Staff intended to submit a budget request for the replacement in the FY27 budget, but during budget review it was determined there was enough funding available in the FY26 General Capital Fund. City Staff published a Request for Proposals (RFP) for resilient flooring replacement for the Training Room & Surrounding Rooms in January with a bid opening on Feb 2nd. Five (5) qualified and Two (2) unqualified bids were submitted; the lowest Qualified bid from Douglas Floor Covering of North Aurora to replace the floors with a high durability luxury vinyl tile product. Staff have reviewed the scope of work with Douglas to confirm understanding and commitment to the aggressive schedule and has validated the references provided support Douglas being capable of performing the scope as bid. After Council approval, City staff will execute a contract with Douglas to execute the flooring replacement before the end of FY26.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • PW Training Room Flooring Replacement - Bid Tab Sheet • BID SUBMISSION - Douglas Floor Covering - PW Training Room Flooring Replacement • COG - PW Training Room area flooring - Project Specifications v2 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of Resolution Authorizing the City Administrator to Execute Contract with Douglas Floor Covering for the demolition and replacement of the Public Works Training Room & Adjacent Rooms' flooring and allow City Administrator to approve change orders not to exceed 10% of bid price for a total amount of \$27,865.00.</p>			

RESOLUTION NO. 2026-__

**RESOLUTION AUTHORIZING EXECUTION OF THE
CONTRACT WITH DOUGLAS FLOOR COVERING
FOR THE REPLACEMENT OF THE PUBLIC WORKS TRAINING ROOM &
ADJACENT ROOMS' FLOORING**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA,
KANE COUNTY, ILLINOIS, as follows:**

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Contract with Douglas Floor Covering for the demolition and replacement of the Public Works Training Room & Adjacent Rooms' flooring and allow City Administrator to approve change orders not to exceed 10% of bid price for a total amount of \$27,865.00 as recommended by Staff.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 2nd day of March, 2026.

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __
Approved by me this 2nd day of March, 2026.

Mayor

ATTEST:

City Clerk

City of Geneva, IL - PW Training Room Flooring Replacement

Bid Tab Sheet

2/2/2026

Bidder	Bond/ Deposit?	BASE BID	FLOOR TYPE	Mnfr	Product	Mnfr Warranty	Installer Warranty	Alt #1 Demo
C.A. Harris Construction Inc. DBA Sky Valley Group	Y	\$ 42,136.67	LVT	Bentley Mills	Batiste (LVT)	15 yr	2 yr	\$ 4,019.80
Douglas Floor Covering	Y	\$ 21,175.00	LVT	J&J Flooring	Signature II (LVT)	7 yr	1 yr	\$ 6,690.00
NPN Carpet Installation Inc.	Y	\$ 29,286.67	LVP	Patcraft	LVP		2 yr	\$ 4,595.00
Magic Poxy	N	\$ 10,950.00	Grind & Seal Concrete	Floorguard Products	FGP DT-454	n/a	5 yr	\$ 650.00
Magic Poxy	N	\$ 15,325.00	Epoxy Coating	Floorguard Products	FGP- Hyperbond	n/a	5 yr	\$ 650.00
Mazarini Inc.	Y	\$ 43,818.16	LVP	Lifeproof	Heirloom 22 mil LVP	Lfetime Residential?	2 yr	\$ 4,848.50
Taza Construction DBA of Tiles in Style, LLC	Y	\$ 36,444.00	SPC (Stone Plastic Composite)	Ezzy	SPC	15 yr	1 yr	\$ 7,350.00

City of Geneva
Public Works Training Room Area Flooring Replacement

PROPOSAL FORM

The following proposal is hereby made to the **City of Geneva, Illinois**, hereinafter called the Owner.

Proposal is submitted in duplicate by Douglas Floor Covering

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform the "PW Training Room Floors" in accordance with the Specifications and Procedural documents attached.

In submitting this proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any other person, firm, or corporation. The Undersigned acknowledges receipt of the following Addenda.

Addendum No.	Date	Initials
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

The Undersigned declares that they have examined the Contract Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Contract requirements and understands that in making this Proposal, they wave all rights to plead any misunderstanding regarding the same.

BD (Initial) Confirms understand that the City is requiring work to be completed by 4/30/2026 & commitment Bidder is able to supply the materials and manpower necessary to be substantially complete with the installation by 4/30/2026.

Deadline for the City to commit to a color selection for material order to be fulfilled to take delivery to allow for the 4/30 Installation deadline to be achieved: 3/15/2026

Confirm if a deposit will be required for ordering materials? No

On (a) separate sheet(s) of paper provide a written narrative including overview of the bidding/installing company, no less than 3 references with contact information, information on the products submitted including color & finish/texture options, and a tentative schedule for the work to transpire including clarification duration.

*Product overview must include maintenance information

INCOMPLETE SUBMISSIONS WILL BE CONSIDRED GROUNDS FOR DISQUALIFICATION

City of Geneva
Public Works Training Room Area Flooring Replacement

Base Bid	
Preparation, Supply, and Installation of Replacement Resilient Flooring for the Public Works Building's Training Room and Adjacent rooms (as defined). (Includes vinyl cove base for designated area)	\$ 21,175.00
Expected Days to complete (total, no demo)	4
Product/System Proposed	
Manufacturer	J&J Flooring
Product	Signature II
Manufacturer Warranty	7 Years
Installer Warranty	1 Year
Alternate #1	
Demolition of existing flooring systems	\$ 6,690.00
Expected Days to complete (demolition)	2



Project References

Project: Bloomingdale Park District

General Contractor: Bear Construction

1501 Rohlwing Road, Rolling Meadows, IL 60008

847-222-1900

Scope of Work: Demo existing materials, basic prep for new, furnish and install Mannington carpet tile (Intertwine, color: Authenticity; 100 SY), Tarkett LVT (iD Latitude Stone, color: Hearthstone; 300 SF), and Tarkett Millwork Base (Reveal, color: Charcoal; 400 LF)

Project: Bartlett High School VCT Replacement

General Contractor: N/A – direct work with U46 School District

1460 Sheldon Ave, Elgin, IL 60133

847-888-5000

Scope of Work: Demo existing materials, basic prep for new, install customer supplied VCT (3,000 SF), furnish and install Tarkett resilient transitions at dissimilar floor coverings (color: Black)

Project: Mooseheart Museum

General Contractor: Lite Construction

711 S Lake St, Montgomery, IL 60538

630-896-7220

Scope of Work: Basic prep for furnish and install J&J Flooring LVT (Tatami, color: EDO; 165 SF), Tarkett walk-off carpet tile (Abrasive Action, color: Charcoal; 20 SY), Flexco resilient wall base (Sculptures Charmed & Base 2000, color: Fjord; 240 LF). Ceramic Tile prep, level, prime, and waterproof to prep for ceramic tile installation. Furnish and install Platform Surfaces ceramic tile (Caramella Stix, color: Fjord Blue 12x12; 50 SF), Elm Surfaces porcelain tile (Noble, color: White; 75 SF).

Maintenance Schedule



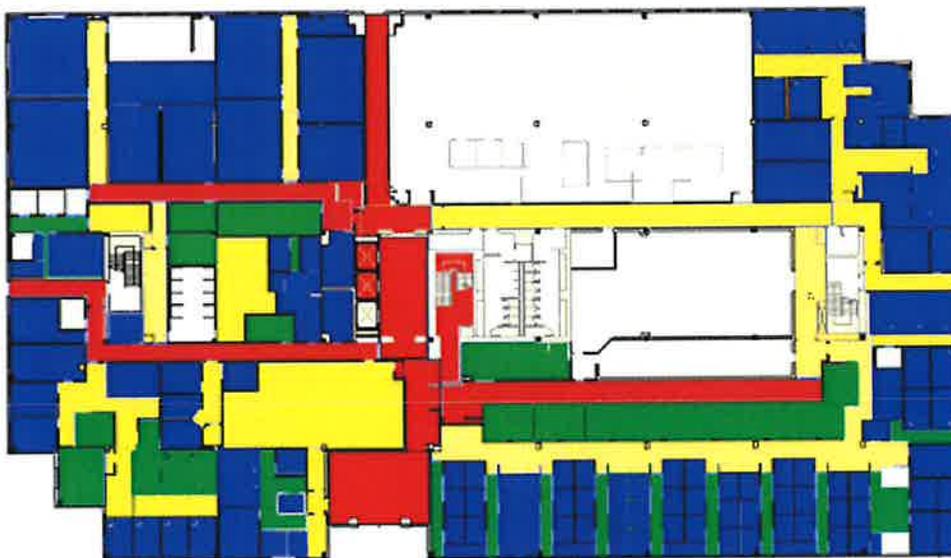
Follow this schedule of different maintenance procedures based on the amount of daily traffic on your facility's carpet.

SUGGESTED FREQUENCY OF CLEANING

Amount of Daily Foot Traffic

	Vacuum	Spot Cleaning	Pile Lifting	Interim	Restorative
Light (less than 400)	Daily	Daily	Quarterly	Quarterly	As required
Medium (400 to 800)	Daily	Daily	2 months	2-3 months	Annually
Heavy (800 plus)	Daily	Daily	2 weeks	Monthly	Quarterly

SAMPLE FREQUENCY CHART



- Extra Heavy
- Heavy
- Moderate
- Light

Daily, Routine Cleaning

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COMMERCIAL CARPET MAINTENANCE GUIDELINES

Regular cleaning is essential to the longevity of your facility's carpet. The following procedures can be used daily or as needed to keep the carpet in top shape and extend its life and appearance retention.



Vacuuming Guidelines

- Most commercial facilities' high traffic areas should be vacuumed daily.
- Give the most attention to entryways, lobby areas and main traffic lanes.
- Vacuuming can reduce 80% of the dry soil load on a daily basis.
- Use a dual-motor upright canister or a backpack with power heads.
- Ensure the vacuum is equipped with a quality HEPA filter.
- Vacuum bags should be changed when they become 1/2 full, to ensure maximum lift.



Spot Cleaning Guidelines

- Remove spots and stains as they occur.
- Always clean an area 3 to 4 times larger than the stain.
- Flush out the stain from the backing, or the stain may seep back up ("wick") into the fiber.
- Use a spot cleaner that dries to a brittle substance, which can be easily vacuumed up. Do NOT use a spot cleaner that dries to a tacky or sticky substance.
- If the spot cleaner is not premixed, use the exact dilution rate recommended. A higher concentration is NOT better.
- Use a neutral-pH cleaner.
- Liquid Spills - blot thoroughly with white cotton toweling, or use a "mini" extractor to remove spills.
- Dry Stains - gently break up dry soil with a spoon, and then vacuum. Moisten the area with a pre-tested spotter. Gently agitate the area using clean white cotton toweling. Thoroughly blot dry with dry cotton toweling. Repeat these steps until the spot is removed.
- Difficult Spots - oils, grease, ink, fruit drinks, wine, urine, toilet bowl cleaner, dyes, drain cleaners, mildew removers, insecticides, medicines, acids, etc., may damage the carpet fibers or require specialty spotters for removal.

Prevent wicking: Most spills on carpet can penetrate the surface fiber and then spread across the backing. Ensure you completely clean and flush out the stain from the backing, so that it will not wick back onto the surface of the carpet.



Contact your Mannington Commercial Flooring Specialist for your Carpet Rescue Kit.

Wet Extractions/Restorative

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Follow these guidelines for periodic wet extraction cleaning and/or restorative cleaning.



Hot water extraction protects your carpet from premature wear. The process forcefully injects cleaning solutions and hot water into the carpet, which are then powerfully vacuumed out along with deeply embedded sand and soil. It is the only method to remove soil that is saturated in the fibers of the carpet. Paired with regular interim cleaning (LMC) and pile lifting, hot water extraction extends the life, performance and appearance of your carpet.

- Hot water extraction can be done with truck-mount, portable or self-contained equipment.
- If soil is not cleaned and removed, the carpet fibers will become matted and abraded.
- Drying times are very important: if the cleaning is performed properly, the carpet should dry in 2 to 4 hours.
- A shorter dry time means more soil was removed and less residue was left in the carpet.
- Residue equals resoiling: residue from cleaning products is the foremost problem in the cleaning industry. Residue attracts dirt and leads to resoiling. Then rinse with water using extractor.

Always pre-spray: Equipment instructions typically tell you to put your chemicals in the tank of the extractor. The cleaning process cannot work this quickly. Instead, you should pre-spray so the chemicals have dwell time to work on the soil.



Chemical Guidelines

- Chemicals may be needed to remove any sticky soil that has bonded to the fiber.
- Chemicals need a dwell time to work properly. This time allows the chemical to emulsify the soil, so it can be rinsed away.
- Pre-spray the chemical and then work it in with a pile lifter. This will help loosen up the soil so it can be rinsed out with water.
- Use cleaning agents with a pH of less than 10.

Restorative Cleaning Process

Restorative cleaning may be required if the maintenance plan was not followed properly. Restorative cleaning will greatly reduce the amount of soil build up. Following a regular maintenance schedule will help prevent fiber damage.

- For optimal results, perform pile lifting first, followed by wet extraction.
- Pre-spray chemical, and work in with a dual counter-rotating cylindrical brush.
- Extract with plain water to remove soap residue.

Do Not Use Bonnet Method

Mannington does not recognize any claims or warranties where damaged carpet is the result of an ongoing maintenance program that employs the Bonnet method. Bonnet cleaning was originally designed for hard surfaces and is an excellent cleaning system for that type of flooring; however, it is not recommended for carpet because it will cause premature abrasion of the carpet fiber.

General Helpful Hints



Keep the following tips in mind to help ensure the successful maintenance, beauty and performance of your facility's carpet by Mannington Commercial.

1. Use proper signage and safety precautions around the area you are working in.
2. Do not use any type of rotary machine with a bonnet, brush or pad. If these are used, Mannington will not recognize any claim regarding damaged carpet.
3. See what your chemical looks like when dries by pouring it into a dish and let it dehydrate. Is the residue a powdery substance? Is it sticky or adhered to the dish? If it is sticky, resoiling will occur.
4. Select the caster/glide that will work best for the furniture you have selected. Contact area should be smooth, flat and large enough to distribute the load.
5. Exterior conditions have a major impact on soil entering the facility. Keep this in mind when determining walk off matting, cleaning routine, facility use and budget.
6. Perform a site survey to determine the volume of foot traffic in an area and type of soil affecting the area, and base your cleaning methods and frequency on the information gathered.
7. Follow all chemical maintenance instructions and read product Safety Data Sheets.
8. Where carpet meets vinyl flooring, take care to limit the contact of the hard surface cleaning process with the carpet.

Contact Mannington at www.manningtoncommercial.com or 800-241-2262 for assistance.

MAINTENANCE PRODUCT REFERENCE CHART

NOTE: Always follow the manufactures label for proper mixing ratios and use.

	Initial Cleaning	Daily Cleaning	Deep Cleaning
Buckeye www.buckeyeinternational.com 1-800-321-2583	Straight Up	Crossroads	Crossroads
Diversey www.diversey.com 1-800-558-2332	Profi	Profi	Profi
	GP Forward	GP Forward	GP Forward
	Prominence	Prominence	Prominence
Certified Green Products		Stride	Stride
Spartan Chemical www.spartanchemical.com 1-800-537-8990	Tribase	Tribase	Tribase
		Damp Mop	Damp Mop
Certified Green Products	Green Solutions Industrial Cleaner	Green Solutions All Purpose Cleaner	Green Solutions All Purpose Cleaner
XL North www.xlnorth.com 1-888-530-2259	XL APC All Purpose Cleaner	XL APC All Purpose Cleaner	XL APC All Purpose Cleaner

Tarkett North America

Technical Services Department
30000 Aurora Road
Solon, OH 44139
800.899.8916
info@tarkettna.com
www.tarkett.com



SOFT SURFACE MAINTENANCE MANUAL

Powerbond® & Modular: Powerbond Cushion, Powerbond Medfloor®, ethos® Modular with Omniccoat Technology™, Modular Flex Aire® Cushion

Tufted Broadloom: LifeLONG®, Super-Lok®, Ergo-Step®

Woven Broadloom: CrossCushion® and Crossweave®

INTRODUCTION

These instructions are written as a guide to be used by professionals for the proper care and maintenance of Tarkett Soft Surface flooring. These recommendations should be implemented prior to or immediately after the installation of Tarkett Soft Surface products. Utilizing these guidelines will ease the maintenance process and provide the customer with a product that will perform to its intended purpose. Always visit www.tarkett.com for the most current installation and maintenance instructions. Technical videos and tip sheets are also available. Contact Tarkett Technical Services at (800)-248-2878 with any questions.

CLEANING EQUIPMENT & CHEMISTRIES

Cleaning equipment and chemistry shall be selected from those products certified under the *Carpet & Rug Institute Seal of Approval* testing programs. For carpets with wool fiber, the cleaning chemistry shall be selected from recommendations by WoolSafe® Organization (www.wool-safe.com). The equipment manufacturer of any counter rotating brush equipment should be consulted to help determine the correct brush configuration for the textile. The complete and current listing of these products may be found at www.carpet-rug.org. All of the cleaning agents certified under the *Seal of Approval* program have been tested for cleaning efficacy, proper pH levels, absence of optical brighteners, and neutral re-soil properties.

Truck-mounted extraction:

- Gasoline, kerosene, or propane heated equipment that sits outside of the structure while hoses run inside for cleaning
- Highest levels of soil and moisture removal

Portable extraction:

- Box-and-Wand type equipment
- Equipment more mobile, possibly more practical in most commercial applications

Self-contained extractors:

- Walk behind, pull back, or ride on type equipment
- Average soil removal, between low moisture and truck mount or portable extractors
- Much higher *perceived* production rate compared to truck-mount or portable extractors
- About the same *perceived* production rate as low moisture encapsulation cleaning

- Typically, not capable of operating at the same, higher vacuum and PSI as truck-mounted or portable equipment
- Once the application, agitation, and dwell time of a pretreatment is taken into consideration, the production rate is very similar to truck mount or portable extractors.
- Cannot effectively be used as a single pass cleaning method

Twin Cylindrical Counter Rotating Brush (CRB) equipment:

- High production rate
- Excellent removal of deeply embedded soils and debris
- Has the ability to evenly distribute cleaning solution without building up friction or causing fiber abrasion
- Can be wet spray or low moisture foam devices
- Cannot entirely replace the need for water rinse extraction

NOTE: Cleaning equipment will require regular cleaning and maintenance to maintain effective results. Follow equipment manufacturer's recommendations for equipment care. For vacuum cleaners, replace nylon brush rollers at the first sign of wear. Check regularly to ensure the brush rolls are not entangled with hair and string. Empty vacuum bags when they become 1/2 to 2/3 full to improve soil removal results. Use only original manufacturer parts for cleaning equipment for consistent performance results.

BLEACH STATEMENT

Products with 100% solution dyed face fiber content are much more resistant to damage from exposure to bleach than products constructed with face yarns processed with other types of dye methods. However, even 100% solution dyed products will eventually exhibit fiber degradation from exposure to bleach. This fiber degradation can take the form of color loss/change as well as a loss of physical properties such as tensile strength. Accidental spills of bleach must be saturated with water and thoroughly extracted as quickly as possible. This procedure must then be followed by an application of an approved general cleaning agent, such as Tarkett SYON5®, agitation with a twin cylindrical counter rotating brush machine, and water rinse extraction.

ROTARY PROHIBITION STATEMENT

Please be advised that Tarkett prohibits the use of all rotary and oscillating devices or machines for the purpose of soft surface cleaning, rotary water rinse extraction, physical agitation and/or speed drying.

In place of these devices, the use of twin cylindrical counter rotating brush (CRB) machines is recommended.

The counter rotating action of the brushes in these machines allow for beneficial effects that cannot occur with any rotary device. First, the deeply embedded soils and debris in the carpet fiber are lifted up and out of the fiber and deposited into a catch tray or other component of the CRB to be removed by the user. Second, the small surface area of the brush that is in contact with the face fiber of the carpet is allowed to cool during each revolution. This contrasts with the rotary brush, bonnet, pad, plate, or disk, which is in continual contact with the face of the carpet leading to heat build-up and potential fiber damage. The proper denier or thickness of the bristles of twin cylindrical counter rotating brush equipment is essential to the care and preservation of the fiber of the soft surface product. The equipment manufacturer should be consulted to help determine the correct brush configuration for the textile. The complete and current listing of these products may be found at www.carpet-rug.org



Twin Cylindrical Counter rotating brush machine cross section

- d. Spot clean as necessary

WATER RINSE EXTRACTION – DEEP CLEANING

1. Thoroughly vacuum the area to remove dry soil.
2. Fill the rinse tank of the carpet extractor with clean water. Following chemistry manufacturer's instructions for dilution, add a rinsing agent such as XL North Crystallizing Rinse.
3. Following chemistry manufacturer's instructions for dilution, apply an approved cleaning solution, such as Tarkett's SYON5 to the area as a pretreatment.
4. Mechanically agitate with a twin cylindrical counter rotating brush agitation device. Examples of this type of equipment are the XL North XLerator® and the Windsor® iCapsol.
5. Allow the agitated solution to dwell for 5 to 10 minutes or as recommended by the manufacturer of the cleaning agent. **NOTE: Do not allow the cleaning solution to dry before proceeding to the next step.**
6. Extract thoroughly to rinse and remove the cleaning agent and suspended soil.
7. Continue to rinse and extract until the recovery water runs clear.
8. Finish with dry passes (vacuum only) to remove as much moisture as possible.
9. Place air movers to expedite drying time.
10. Limit foot traffic on the area until dry.

LOW MOISTURE ENCAPSULATION – INTERIM CLEANING

1. Thoroughly vacuum the area to remove dry soil.
2. Following chemistry manufacturer's instructions for dilution, apply an approved cleaning solution, such as Tarkett's SYON5 to the area as a pretreatment.
3. Immediately mechanically agitate with a twin cylindrical counter rotating brush (CRB) agitation device. Examples of this type of equipment are the XL NorthXLerator and the Whittaker Smart Care® Trio.
4. Place air movers to expedite drying time.
5. Limit foot traffic on the area until dry.
6. Dry vacuum once the area is completely dry.

SPILL REMOVAL

The following steps may be used to remove liquid spills. Spills may require a cleaning solution to remove.

1. As soon as spill occurs, use a portable extractor filled with fresh hot water to flush out and remove the liquid.

-OR-

1. If a portable extractor is not available, blot the area with clean paper or cloth towels.
2. Place several layers of towels over the spill and apply pressure until excess liquid has been removed.

SPOT TREATMENT

The following steps may be used to treat more difficult spots that cannot be removed by the above steps.

Determine if the spot is water soluble or oil-based by applying water and pressing the spot with an absorbent towel. Water-soluble spots will transfer to the towel, oil-based will not transfer.

- a. For water-based spots, continue rinsing with water as long as there is transfer to the towel. A cleaning agent may not be necessary if water continues to remove the spot. If a cleaning agent is needed, apply an approved spot lifter such as Tarkett Syon-5® to the area and allow it to dwell for 5 minutes. Then, flush thoroughly with water until all detergent residues have been removed. Repeat this process as necessary to completely remove the spot.
- b. For oil-based spots, blot to remove excess liquid, then apply a solvent-based cleaning agent such as XL North's XL VDS to a towel and apply to the spot. Do not apply the cleaning agent directly to the surface as this may cause the spot to spread. Work from the outer edges of the spot towards the center. Continue to reapply solution in this manner until the spot is completely removed. Then, flush thoroughly with water until all residues has been removed.
- c. For spots of known origin, i.e., ketchup, red wine, etc., comprehensive stain removal guides for specific staining agents can be found at www.bridgepoint.com and www.proschoice.com. Following the removal of the spot as directed by the guides, the affected area must be cleaned with an approved general cleaning solution such as Tarkett Syon-5 to remove any residues from specialty spotting chemicals or other agents that were used as directed by the guides. Failure to remove these residues may result in accelerated soiling.

WATER INTRUSION & FLOODING CONDITIONS

The guidelines that are listed below are provided as general information. Tarkett cannot guarantee the degree of success that may result from an attempt to restore flooded carpet and provides no warranty coverage for the affected material.

NOTE: Limited Warranty coverage is voided for Tarkett Soft Surface products that have been exposed to flood conditions.

Soft surface flooring that has been saturated with standing water is subject to possible degradation. This degradation may lead to short term or long-term loss of adhesion and/or tuft bind strength as well as deterioration of the appearance and performance of the carpet.

Depending on the extent of damage it may be possible that the textile can be restored and continue to provide acceptable performance. A decision to attempt restoration of flooded carpet is at the discretion of the owner.

An IICRC certified water damage restoration expert should evaluate each situation to develop a specific course of action based on the conditions involved. The following suggested procedural guideline has been developed as a general guide for most water intrusion situations. Consult www.IICRC.org for water damage restoration experts in your area.

Establish the type of water intrusion that has occurred.

NOTE: When Category 1 water intrusion migrates through building materials, it quickly transitions to a Category 2 water intrusion as microbes, debris, and other contaminants are absorbed. Time is of the essence in water intrusion situations. Sanitary flooding may transition to unsanitary and finally black water as biological agents can incubate and proliferate. Once the flow of water has been stopped, restoration should begin as soon as possible.

1. **Category 1: Sanitary** – Involves flooding by potable (drinking) water. These situations may include uncontaminated sink or toilet tank overflows and ruptured pipes.
 - Extract carpet immediately (within 48 hrs. of flood event)
 - Return to a dry state within 12 hours following the intervention using air movers and dehumidification equipment
2. **Category 2: Unsanitary** – Includes any water with potential bio-contaminants. These may include roof leaks, toilet overflows with limited urine content, or any intrusion with limited contamination.
 - Employ the services of an IICRC certified water damage restoration expert
 - Extract carpet within immediately (within 48 hours) after the flow of water has stopped
 - Treat with an approved carpet sanitizer or antimicrobial, making sure to follow all label instructions closely
 - Rinse and extract
 - Return to a dry state within 12 hours following the intervention using air movers and dehumidification equipment
3. **Category 3: Black Water** – Includes any water coming into contact with the ground, seawater, raw sewage, or flooding because of rising water. Carpet exposed to black water should be replaced. Immediate removal is recommended because of potentially high bio-pollutant levels.
 - Always assume there is concern for human health and use proper personal protective equipment (gloves, safety glasses, respirators, etc.) even if reoccupying the facility
 - Employ the services of an IICRC certified water damage restoration expert
 - Subfloors must be treated with an approved disinfectant, making sure to follow all label instructions closely
 - Walls, furnishings, and other interior items may require demolition and proper disposal
 - Return to a dry state within 12 hours following the intervention using air movers and dehumidification equipment

Tarkett North America

Technical Services Department

1000 Vista Dr.

Dalton, GA 30721

800.248.2878

info@tarkettna.com

www.tarkett.com

PLATFORM SURFACES

CARE & MAINTENANCE

Initial Cleaning During Installation

As with any flooring material, the most important step in the care and maintenance of your porcelain floor is the initial cleaning.

The single most important step in caring for your Platform Surfaces floor is the complete removal of setting material, grout residue, and/or any construction residue from the surface of the tiles before they have a chance to dry. In most cases, Platform Surfaces porcelain tiles can be cleaned successfully by scrubbing the installation with a neutral detergent cleaner followed by a thorough rinsing. If a grout residue still remains, rinse further, cleaning the tile several times with clean water to be certain you have removed traces of grout residue from the surface of the tiles.

Grout manufacturers have printed detailed instructions for the proper cleaning of grout residues available. The grout manufacturers' directions should be followed if a grout film is present on the surface of the porcelain tiles.

Once the initial cleaning process has been completed, Platform Surfaces porcelain tiles just need to be swept or vacuumed and damp mopped with a neutral detergent cleaner followed by a thorough rinsing.

Special Grouting Precautions

It is recommended that a test patch be done prior to grouting the installation to determine if contaminations of grout pigment will occur on the tile—especially when using light-colored tiles or polished tiles that are to be grouted with a dark contrasting colored grout, or when dark-colored tiles are to be grouted with a light-colored grout. If discoloration does not occur on the surface of the tile, then proceed with grouting. If discoloration does occur, contact the grout manufacturer to request a proper procedure for the protection of this surface.

Proper Care During Construction Phase

Like any other finished material, Platform Surfaces porcelain tiles are viewed as a finished flooring material. We strongly recommend using a protective cover, such as cardboard, construction paper, plywood, and/or other covering, to protect the porcelain tile during the initial construction phase. The use of plastic as a cover is not recommended since plastic becomes slippery when construction residue comes in contact with it. In addition, plastic has a tendency to delay the natural curing process of the thin-set and/or grout.

Glazed, Matte, Honed & Textured Tiles

Platform Surfaces porcelain tile products do not require the use of sealers, surface coatings, or waxes on the Glazed, Matte, Honed, and Textured porcelain tiles. In fact, the surface of the matte series is so smooth, and non-absorbing, that Stain Test results show that Platform Surfaces porcelain tiles are virtually stain resistant. Applying a sealer or surface coating to matte finish porcelain tiles will only add unnecessary steps to the over-all maintenance program—without enhancing the overall appearance of the tile. The use of sealers on impervious porcelain paver tiles will turn a low-maintenance tile into labor intensive high-maintenance tile, and in most cases, these applied surface sealers will change and/or diminish the slip resistance of the porcelain tile.

Polished Tiles

If a polished finish is used in an area prone to excessive spills or dirt, it may be advisable to treat the tile with a penetrating-type sealer.

During the polishing process, microscopic pores are sometimes exposed. Although the pores are shallow, spills can fill them, making standard cleaning procedures inadequate. By using a penetrating-type sealer, microscopic pores are filled, preventing stains from setting in. A penetrating-type sealer is designed only to fill pores, not to coat the tile surface.

You will not alter the polished tile's appearance, provided that a recommended sealer is used and applied according to manufacturer's instructions.

Please note:

- Platform Surfaces highly recommends the use of low VOC, non-hazardous, and non-polluting products for the cleaning and maintenance of tile and grout products.
- Acid washing is rarely recommended. Acid or acid based cleaners should not be used to clean a grout residue. Some acids can burn non-epoxy or cementitious grouts and leave a white film that is almost impossible to remove. Also, the use of certain acid solutions can structurally weaken the grout in the joint of the tile. If in the event a mild solution of sulfamic or phosphoric acid base cleaner is needed, carefully read the manufacturer's instructions.

PLATFORM | SURFACES

STAIN REMOVAL GUIDE

STAIN	MIRACLE SEALANTS	AQUA MIX	FILA CHEMICALS
Food Stains Coffee, Wine, Grape, Juice, Tea, Mustard, Ketchup, Soda, Other Foods	Porcelain and Ceramic Tile Cleaner or Miracleclean #1***	Concentrated Stone & Tile Cleaner or Heavy-Duty Tile & Grout Cleaner for heavier stains	PS/87 or SR/95*
Oil-Based Stains Animal Fats, Vegetable Fats, Cooking Oil, Wax, Rubber, Lipstick	Porcelain and Ceramic Tile Cleaner or Liquid Poulitce***	Heavy-Duty Tile & Grout Cleaner	PS/87
Oil-Based Paint	Porcelain and Ceramic Tile Cleaner or Liquid Poulitce***	Sealer and Coating Remover	PS/87 or No Paint
Other Stains Ink, Felt Marker, Crayon	Porcelain and Ceramic Tile Cleaner or Poulitce Powder with Liquid Poulitce	Sealer and Coating Remover	PS/87 or SR/95*
Pencil	Porcelain and Ceramic Tile Cleaner or Poulitce Powder with Liquid Poulitce	Phosphoric Acid Cleaner with Poulitce Stain Remover	PS/87
Paint (H2O-Based)	Porcelain and Ceramic Tile Cleaner or Poulitce Powder with Liquid Poulitce	Sealer and Coating Remover	PS/87 or No Paint
Grout Cement, Latex/ Polymer	MiraSeal GCFR, H2O Strip or Epoxy Grout Film Remover	Sulfamic Acid Crystals or Phosphoric Acid Cleaner (after 10 days on new grout) or Grout Haze Clean-up (first 1-10 days)*	Deterdek
Epoxy	Epoxy Grout Film Remover	Sealer and Coating Remover	PS/87

*SR/95 for difficult to remove and colored stains.

**Grout haze Clean-Up, Sulfamic Acid Crystals, and Phosphoric Acid Cleaner should not be used on polished or acid sensitive surfaces.

*** Miracle Sealants offers additional products for removal of these stains. Refer to manufacturer's literature.

Cleaner Manufacturers Contact Information:

Miracle Sealants
Company Aqua Mix
Fila Chemicals

12318 Lower Azusa Road, Arcadia,
CA 91006 250 Benjamin Drive,
Corona, CA 92879 10800 NW
21st Street #170, Miami, FL 33172

Phone: 800-350-1901
Extension 3013 Phone:
951-256-3040
Phone: 305-513-0708

3. TECHNICAL DATA

Physical Properties	ASTM Test	Industry Standards	Results
Water Absorption	C373	Impervious <0.5%	≤ 0.1%
Thickness Dimension	C499	Range ±0.04in Max.	≤ ±0.04 in
Facial Dimension	C499	±0.25%	≤ ±0.25%
Warpage Average	C485	± 0.40% on any edge	≤ ± 0.40%
Warpage Average	C485	± 0.40% on diagonal	≤ ± 0.40%
Wedging Average	C502	± 0.25%	≤ ± 0.25%
Bond Strength	C482	≥ 50 psi	≥ 200 psi
Breaking Strength	C648	≥ 250 lbf	≥ 400 lbf
Hardness (Mohs)	Scratch Test (No regulated)	Range 0 - 10	≥ 7
Visible Abrasion Resistance for Glaze Tile	C1027	No requirement Range 0 - 5	Class 4
Frost Resistance (Freeze/Thaw)	C1026	No sample must show alterations to surface	No evidence of damage
Chemical Resistance	C650	No Requirement Range E - A	Class A
Stain Resistance	C1378	No Requirement Range E - A	Class A*
Coefficient of Friction (Dynamic)	DCOF Acutest sm (wet)	≥ 0.42	≥ 0.50*
Aesthetic Classification	Visual Evaluation Shade & Texture	No Requirement Range V0 - V4	V2

* All values given are for matte or honed material. No values are given for polished material. Iris U.S. does not recommend polished surfaces in area subject to exposure from grease, oil or water.

For level interior spaces to be walked upon when wet (see ANSI A137.1 section 6.2.2.1.10 - Section 9.6 for test procedure).

4. INSTALLATION

All installation work using ELM Surfaces tiles will conform to the standards set forth in the latest version of ANSI A108/118 and/or the TCNA Handbook for Ceramic Tile installations.

Installation or setting materials:

Movement joints shall be provided throughout the tile and work will conform to ANSI Specification A108.01-3.7; A108.02 - 4.4. and TCNA Details EJ171.

Setting materials used will conform to the ANSI 118.4 or greater and be recommended by the selected manufacturer for the installation & setting materials for ceramic or porcelain tile based on the application requirements.

5. WARRANTY

ELM Surfaces guarantees that its products will be free of manufacturing defects and they will meet or exceed the performance specifications set forth in ANSI 137.1.

6. MAINTENANCE

Care and Maintenance Recommendations Guide

Please refer to **ELM Surfaces Care and Maintenance Recommendations Guide** for all technical information as to the care of this collection.

7. TECHNICAL SERVICES

Technical Assistance

Guide Specifications, literature, MSDS, tile samples, details and installation procedures are all available for your use or libraries.

Please contact your nearest ELM representative for catalogs, physical samples, or architectural binders.

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Douglas Floor Covering, Inc.
200 Alder Drive
North Aurora, IL 60542

OWNER:

(Name, legal status and address)

City of Geneva
22 S. First St.
Geneva, IL 60134

BOND AMOUNT: Ten Percent of the Total Amount Bid (10%)

SURETY:

(Name, legal status and principal place

of business) Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Geneva Public Works Training Room Area Flooring Replacement - Furnish and install floor prep, LVT and base

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of January, 2026

(Witness)



Douglas Floor Covering, Inc.

(Principal)

COPY

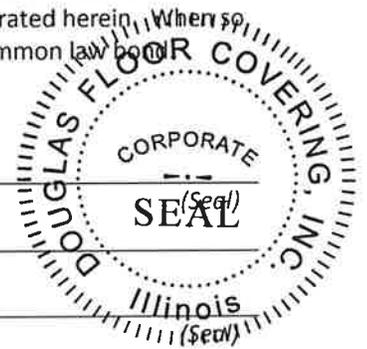
(Title)

Employers Mutual Casualty Company

(Surety)

(Witness) Stephanie Shetler

(Title) Annette Albach, Attorney-in-Fact





P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Annette Albach

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

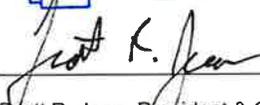
and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

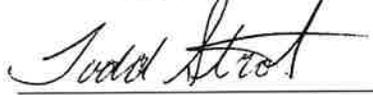
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

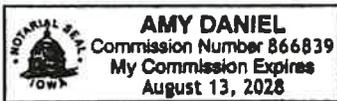
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.


Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

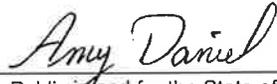

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

Seals



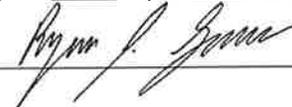
On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.


Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of January, 2026.


Vice President



REQUEST FOR PROPOSALS

for

The City of Geneva's

Public Works Training Room Area Flooring Replacement

January 2026

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NOTICE TO BIDDERS

The City of Geneva (City) is seeking a qualified proposals for the replacement of approximately 2500 Square Feet of hard surface flooring inside the Public Works buildings in Geneva, IL. This work must be completed by the end of the City's fiscal year, April 30, 2026.

Time and Place of Opening of Bids

Contractors shall submit two (2) complete copies of their bids in a single, sealed envelopes with the words "PW Training Room Floors" clearly marked on them. Bids will be received by the City of Geneva, Illinois until 10:00 a.m. on Monday; February 2, 2026 at the office of the Geneva City Hall, located at 22 South First Street, Geneva, IL 60134, at which time the bids will be publicly opened and read aloud. Proposals submitted after the time specified will be returned to the bidder unopened. Bids that are not complete will not be read out loud after opening and will be returned.

Bidders may withdraw their proposal providing the bidder makes a request to withdraw their proposal in writing or in person before the scheduled time of the bid opening.

PROJECT OVERVIEW & TERMS

DESCRIPTION OF WORK

The City's PUBLIC WORKS TRAINING ROOM AREA FLOORING REPLACEMENT project is for the replacement of approximately 2500 square feet of hard surface flooring in the Public Works training room and adjacent rooms. The existing flooring is either VCT or "peel & stick" vinyl flooring applied directly to the concrete slab below. The City is seeking to contract the demolition and replacement of these floors with a durable resilient flooring solution capable of maintaining long term visual and performance integrity in an environment with heavy work boot traffic.

MATERIAL

The City is anticipating proceeding with a Luxury Vinyl Plank/Tile or Epoxy/other resilient coating product, but will entertain bids for ANY resilient hard-surface flooring solutions/products. Bids will be evaluated & selected based on trade-offs between price/cost, durability/warranty, ease of maintenance, and the cosmetic desirability of the options available for the solution(s) submitted.

The flooring replacement includes replacement of the 4" vinyl cove base for the entire marked area. Color of the base is to be selected to match the flooring selected.

GENERAL REQUIREMENTS

1. The bidder/contractor is responsible to field verify all measurements for estimating and ordering materials.
2. The City is responsible for the removal of all moveable furniture, appliances, and equipment in the affected areas. Cabinetry will remain in place.
3. The City is requiring the base bid price does NOT include demolition of the existing flooring and vinyl cove base, but will be requesting alternate pricing to include the demolition. Whether performed by the City or contractor, the City will directly arrange (a) dumpster(s) for demolition related disposal.
4. Bidder/Contractor is to use existing onsite dumpsters for all waste generated in course of the installation of the new flooring.
5. The bid shall include the cost to patch, level, and prepare the concrete slab as needed to meet the preparation requirements for the resilient flooring product submitted by the bidder.
6. Provide thresholds or transitions as manufacturer specified where the new resilient flooring transitions to the existing concrete slab (or ceramic tile in the bathrooms).
7. All work is to be done in a workmanship like matter. Contractor is responsible for keeping the work areas clean and safe on a daily basis while work transpires removes from site any debris and equipment no longer used in conjunction with the project in a timely fashion.
8. All finished work and materials shall be fully warranted for minimum two (2) years including any labor costs involved with servicing.
9. All work to be performed in accordance with these specifications and manufacturer's recommendations.
10. If the bidder submits a manufactured flooring product (vs applied coating), the bidder is responsible to provide no less than 50 Square Feet of surplus material for potential future service or replacement needs.
11. Awarded contractor is required to utilize installation labor that has experience with the manufacturer and products submitted.

TEMPERATURE: The City maintains heat and cooling to keep the spaces approximately 65-75 degrees Fahrenheit. Awarded contractor is required to notify the City along with bid package if the installation of the flooring products bid requires temperatures outside of this range.

ALL installation related materials must be delivered and placed in the space to acclimate to the conditions no less than 48 hours prior to the start of installation.

EXAMINATION & PREPARATION: Prior to beginning installation of the new flooring materials, examine substrates for compliance with manufacturer requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Perform bond and moisture tests on concrete subfloors to determine if surfaces are sufficiently dry to ensure proper bond of any applied adhesives or coatings.
2. Verify and address the finish of substrates are free of cracks, ridges, depressions, scale. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer.
3. Alkalinity and Adhesion Testing: Perform tests recommended by flooring material manufacturer. Proceed with installation only after substrates alkalinity falls within range on pH scale recommended by manufacturer.
4. Moisture Testing: Proceed with installation only after substrates pass testing according to flooring materials manufacturer's requirements to ensure adhesion and manufacturers' product warranty apply.
5. Proceed with installation only after unsatisfactory conditions have been corrected.

INSTALLATION: Comply with product manufacturer's written instructions for installation or application.

1. If submission includes a tile or plank product:
 - a. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
 - b. Match floor tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged, if so numbered.
 - c. Discard broken, cracked, chipped, or deformed tiles.
 - d. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
 - e. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
 - f. Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging
 - g. strips at edges of flooring which would otherwise be exposed
2. Extend flooring into toe spaces, door reveals, closets, and similar openings.
3. At doorways, extend flooring to center depth of the door frame.

CLEANING AND PROTECTION: Comply with manufacturer's written instructions for cleaning and protecting flooring. Perform the following operations immediately after completing floor tile installation:

1. Remove adhesive and other blemishes from exposed surfaces.
2. Sweep and vacuum surfaces thoroughly.
3. Clean resilient flooring by method recommended by resilient flooring manufacturer.
4. Protect flooring against damage during construction period to comply with resilient flooring manufacturer's directions.

COLOR SELECTION

Submissions are to include color and finish options for the product(s) submitted; preferably in the form of paper marketing materials.

After City staff have selected a bid and advanced to the council for formal approval, the city will notify the bidder presumed for the award for the bidder to provide actual material/color samples for the City to choose from. The bidder will be promptly notified of the City's final selection.

PLANS

The city has re-purposed partial plans from the Public Works building's expansion during the late 90s; marked to reflect the project's circumstances. Plans and photos of the work area are provided at the end of this document.

PERMITS

Permits are NOT required for flooring replacement in Geneva at this time.

FACILITY INSPECTIONS

The Contractor shall complete a thorough, initial inspection prior to submitting their proposal. **The Facility will be available for review on Friday January 23, 2026 at 8:30 am.**

During the inspections only general clarifying questions will be answered. Any specific or term clarifying questions are to be submitted in writing via email to the Facilities Manager at padams@geneva.il.us by no later than Tuesday, January 27th 2026.

SCHEDULE & WORK HOURS

The City is seeking for work to be completed by no later than April 30th 2026.

The Bidder shall submit a construction schedule at the preconstruction meeting in substantial conformance with the projected milestone dates listed below but no later than within 48 hours after the pre-construction meeting.

<u>Item</u>	<u>Date</u>	<u>Comment</u>
Facility Inspections	Fri, Jan 23, 2026	8:30 am @ Public Works
Deadline for Inquiries	Tues, Jan 27, 2026	
Deadline for Addenda to be Posted	Thurs, Jan 29, 2026	
Bids Due & Opening	Mon, Feb 2, 2026	10:00AM @ City Hall
City Council Award	Mon, Feb 16, 2026	
Notice of Award	Wed, Feb 18, 2026	
100% Completion	April 30, 2026	All Punch List Items

Daily work is to be performed during operational hours, Monday to Friday from 7:00 am to 3:30 pm.

The Facilities will be closed and unavailable for work for the following scheduled City Holidays:

Presidents' Day	Monday, Feb. 16, 2026
Spring Holiday	Friday, April 3, 2026
Memorial Day	Monday, May 25, 2026

EXECUTION OF THE CONTRACT: The bidder that is awarded the contract shall execute a contract and submit contract bonds within fifteen (15) calendar days after receiving the Notice of Award; they shall submit a certificate of insurance showing that their company meets the required minimum coverage listed in the Specifications. Work shall not start, there shall be no mobilization and no onsite deliveries shall be taken until the required insurance has been submitted and accepted by the City. This insurance policy shall be maintained during the life of the contract until final acceptance of the project by the City. Failure on the part of the successful bidder to provide a certificate of insurance within the time stipulated could void the award with resultant forfeiture of the Proposal Guaranty.

INSTRUCTIONS & REQUIREMENTS FOR PROPOSALS

By submitting a bid, the Bidder is affirming that they have carefully read and examined all of the contract documents and has visited the site and is aware of the requirements necessary to complete the work with their own forces and as listed in this contract. Submission of a proposal is conclusive assurance and warranty the Bidder and any subcontractors have examined the materials, visited the site and understood all requirements for the performance of the work. The Bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in-depth examination.

The City of Geneva will, not be responsible for any additional cost, expenses, losses or changes in anticipated profits resulting from such failure or neglect found in the submission. Bidders are to alert the City of any errors or omissions observed in the specifications prior to submission.

All Bidders shall submit a five (10%) percent bid bond, and the successful Bidder shall submit a contract bond for the full amount (100%) of their bid. In both cases the guarantor shall be a surety company authorized to do business in the State of Illinois. A cashier's check for the amounts as described above can be submitted in lieu of the bonds.

If any Vendor is in doubt as to the true meaning of any part of the specifications, or other contract documents, he may submit to the Facilities Manager (FM) a written request for an interpretation. The FM will give an interpretation of the matter in question by issuing an "Addenda". The FM will not respond to written requests for interpretation that are received less than 5 business days before the opening.

The Bidder shall comply with all applicable laws.

The successful Vendor shall submit a copy of his/her insurance policy listing the City of Geneva as an additional insured.

Bids and Contracts shall be signed by the Primary Bidder/Contractor, partners in a Partnership, or the president of the Corporation making the submission. A proxy having Power of Attorney who can show proof that they are duly authorized to sign on the behalf of the entity making the submission may also sign the documents on their behalf. In the case of a corporation bids shall also bear the attested signature of the secretary of the corporation and the impression of the corporate seal.

After the contract has been awarded by the City Council, the Contractor shall receive a Notice of Award. After the award, the Contractor shall then have a maximum of 15 business days to submit the necessary documentation, the Contractor may be required by the City, to work with the FM formalize and sign the bid documents as a work contract.

A Notice to Proceed will be issued when the Contractor has submitted all the necessary documentation. No site work shall begin before the Notice to Proceed is issued.

1. Contractors shall submit two (2) complete copies of their bids in a single, sealed envelopes with the words " PW TRAINING ROOM FLOORS" clearly marked on them.
2. The Contractor shall certify that they are not in violation of, nor has been convicted, for a violation of the Illinois Public Construction Act.
3. **QUALIFICATIONS OF VENDORS:** To demonstrate qualifications to perform the Work, each vendor must prepare to submit no less than three to five (3-5) customer references for similar work performed; preferably from other government or public sector organizations. Please include: organization name, contact name & title or role, and both phone number and email if available. Very helpful if information about what similar work was performed for the provided reference(s).
4. **INTERPRETATIONS AND ADDENDA:** All questions about the meaning or intent of the Contract Documents are to be directed to the Facilities Manager (FM) at padams@geneva.il.us. Interpretations or clarifications considered necessary by the FM in response to such questions will be issued by Addenda and posted on the City of Geneva web site www.Geneva.il.us.

Questions should be submitted by Tuesday, January 27th. Questions received after may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Project Documents as deemed advisable by Owner.

5. **SUBSTITUTE OR "OR-EQUAL" ITEMS:** Any substitutions from the Vendor's proposal or documents for consumable products implemented and scope &/or schedule of services are subject to the approval of the by the City's FM at padams@geneva.il.us.
6. **SUBMISSION:** All proposals must include the required PROPOSAL form included with the Project Documents and the required written narrative explanation of the bidder's submission. All blanks on the Form must be completed using the fillable PDF version, by ink, or typewriter. The Bidder's proposal shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form).
7. **MODIFICATION AND WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner the proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

If, within twenty-four hours after proposals are opened, any Vendor files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its proposal, that Vendor may withdraw its proposal and the vendor's security will be returned.

8. All proposals shall remain open for ninety (90) days after the day of the opening of proposals.

9. **BID BOND/DEPOSIT:** Each Proposal must be accompanied by a Bid Bond or a certified check issued by a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the City of Geneva, in an amount equal to ten percent (10%) of the maximum Bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check in consideration of the Owner's receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's bond is furnished by the successful Bidder, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.
10. **AWARD OF CONTRACT:** Owner reserves the right to reject any and all Proposals, to waive any and all informalities and to negotiate contract terms with the Successful Vendor, and the right to disregard all nonconforming, non-responsive or conditional proposals. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
11. **EVALUATION:** Owner shall consider the qualifications of the Vendors, whether or not the Proposals comply with the prescribed requirements, and alternates and unit prices if requested in the proposal.

Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by Owner.

Owner may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Vendors, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

Owner reserves the right to reject the proposal of any Vendor who does not pass any such evaluation to Owner's satisfaction.

A conditional or qualified proposal will not be accepted.

12. **AWARD:** If the contract is to be awarded it will be awarded to the low, responsive, responsible Vendor whose evaluation by Owner indicates that the award will be in the best interests of the Owner. If the contract is to be awarded, Owner will give the Successful Vendor a Notice of Award within sixty days after the day of the proposal's opening.
13. **SIGNING OF AGREEMENT:** When Owner gives a Notice of Award to the Successful Vendor, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within fifteen days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. Within ten days thereafter Owner will deliver all fully signed counterparts to Contractor.

PROTECTION TO PERSONS AND PROPERTY (INSURANCE): The Contractor shall at all times take all reasonable precautions for the safety of employees on the work site and of any persons present, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner.

The following provisions shall not limit the generality of the above requirements:

- The Contractor shall so conduct work over the course of the Project as to cause the least possible obstruction of daily operations.
- While performing work, the Contractor shall provide and maintain protection for the any City Employees onsite as may be required by applicable statutes, ordinances and regulations or by local conditions.
- The Contractor shall do all things necessary or expedient to properly protect any and all City property from damage while performing work, and in the event that any such property is damaged in the course of execution of the Project, the Contractor shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.
- The Contractor shall make good and full repair all injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence. The Contractor shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence on the part of the Contractor or any of the Contractor's agents or employees during the control by the Contractor of the Project or any part thereof.
- Upon violation by the Contractor of any of the provisions of this section, after written notice of such violation given to the Contractor by the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor so to do the Owner may correct such violation at the Contractor's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Contractor's expense without such prior notice to the Contractor.
- **Safety and Health:** The contractor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Federal, State and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person could be the Contractor's superintendent. Their name and contact information shall be submitted in writing by the Contractor to the Owner.
- The Contractor shall prepare and maintain on the job site a Construction Site Safety Plan in accordance with the current Occupational Safety and Health Agency (OSHA) Standards and Procedures. The safety plan shall be acceptable to OSHA and contain the name of the individual in the employ of the Contractor responsible for the Construction Site Safety.
- **Uniforms and Protective Clothing:** The contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used.
- **Vehicles:** Vehicles used by the contractor shall be properly licensed, registered and insured to operate in the State of Illinois and Kane County.

INSURANCE

The Contractor shall take out and maintain throughout the construction period insurance in the following minimum requirements per City code: [8-3-7: - INSURANCE; BOND: | Code of Ordinances | Geneva, IL | Municode Library](#)

- Workmen's Compensation & Employer's Liability. This insurance shall protect Contractor and the Company against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against all claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include "All States" endorsement.

The liability limits shall not be less than:

Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each employee

- Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The General Liability limits shall be not less than:

Bodily Injury	\$1 Million (each person)
	\$1 Million (each occurrence)

Property Damage	\$1 Million
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- Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than his employees or damage to property of the Owner or others arising out of any act of omission of the vendor or his agents, employees, or Sub-Contractors. The policy shall also include protection against claims insured by usual personal injury liability coverage a "protective liability" endorsement to insure the Contractual liability assumed by the Contractor, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

The liability limits shall be not less than:

Bodily Injury	\$5 Million (each person)
	\$5 Million (each occurrence)

Property Damage	\$5 Million (each occurrence)
	\$5 Million (aggregate)

- Installation Floater. The Contractor shall secure and maintain installation floater insurance on all materials and equipment installed under the Contract. This insurance shall protect the Contractor and the Owner from all risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage designed for the circumstances that may occur in the particular work included in the Contract. No exclusions shall be permitted with respect to this policy unless specifically authorized by the Owner in writing. The coverage shall be for an amount not less than the insurable

value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

Installation floater insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Owner.

- Additional Named Insured. The Owner and its employees, agents, and representatives shall be named additional insured on all insurance certificates.
- The Contractor shall furnish a certificate evidencing compliance with the foregoing requirements.
- Cancellation Notice. The standard ACCORD will not be accepted as proof of insurance unless the cancellation provisions have been altered to assure the Owner a minimum ten (10) days' notice of cancellation.
- INDEMNIFICATION: To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work by anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Sub-Contractor or other person or organization under workers or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Owner, the Contractor, or any of his Sub-Contractors.

- RELEASE OF LIABILITY: Acceptance by the Contractor of the last payment shall be a release to the Owner and every officer and agent thereof from all claims and liability hereunder for anything done or furnished for or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

PREVAILING WAGE: This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

- Contractor or his Sub-Contractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at the time of payment, computed at wage rates not less than those stated in the advertised Specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or Sub-Contractor and such laborers and mechanics;
- The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work; and
- There may be withheld from the Contractor so much of accrued payment as may be considered necessary by the city controller to pay to laborers and mechanics employed by the Contractor or any Sub-Contractor on the work for the difference between the rates of wages required by such laborers and mechanics except those amounts properly deducted or refunded pursuant to the terms of the Davis-Bacon Act (USC, Title 40, Sec. 276a) and interpretations thereof.
- The overtime pay to which a laborer or mechanic working on the contract is entitled shall be that overtime pay to which he is entitled by any agreement he may have made with the Contractor or Sub-Contractor, or by any applicable provision of law, but in no such event shall such amount be less than the prevailing wage for such overtime.
- The minimum wages to be paid to the various laborers and mechanics, have been determined to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Contract work in the vicinity.
- Please be aware of the following requirements of the Illinois Department of Labor for the Contractor and every Subcontractor working on public improvement projects in Illinois. There will be no exception to these public acts under this contract. Starting from the date the notice to proceed is issued the Contractor and the subcontractor will submit certified payroll records every calendar month for work that was completed and paid for as stated below.
 - CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515): Effective August 10, 2005 Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.
 - The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, and telephone number. Demographic information required as part of PA 1-3=347 (HB3400) is also required. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
- PREVAILING WAGES FOR KANE COUNTY:
<https://idol.aem-int.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/fy24/20230815/Kane.pdf>

GENERAL INFORMATION

The City of Geneva has limited funds available to complete this project. Therefore, Contractors are hereby notified that the City of Geneva reserves the right to waive technicalities, delete part(s) of this contract or reject all bids. The aforementioned deletions shall not alter the contract unit prices.

If there is a change to a line item and this change was determined to cause a delay such that the Contractor is not able to complete the work within the time specified in this contract, additional time will be allowed by the FM. This additional time will only be allowed to complete the additional work.

BIDDER QUALIFICATIONS AND REQUIREMENTS: All Bidders shall show that they are able to complete more than 50% of the work with their own forces.

The Contractor shall designate an employee to be the on-site point of contact while work is taking place.

SECURITY: Upon entering the premises, Contractors' personnel must check in with the FM or designated site contact and will follow any facility required sign in in procedures. Before departing, site contact will be notified of pending departure and any applicable sign-out procedures will be followed.

PAYMENTS/INVOICING: Contractor should invoice for services in a timely fashion after work has been performed, no more than 30 calendar days whenever possible. Invoices are to be submitted to Accounts Payable at: AP@geneva.il.us.

MSD: After proposals have been opened and reviewed by the FM, the presumed awarded contractor shall provide current labels and material safety data sheets for all products or materials noted in the proposal's narrative for the FM to review prior to formal award. **ONLY INCLUDE** products or material data for items noted in the Proposal Form Narrative.

QUALIFICATIONS: Throughout the term of this contract, the organization and all Contractor personnel performing work on-site must maintain all applicable licenses, certifications or other formal requirements to be in compliance with applicable business operation or contractor requirements and any Manufacturer required certifications as required for the terms of the Manufacturers' Specifications.

USE OF CITY FACILITIES: Bathrooms are in the immediate work area and will be available for usage during the project; Any staging space needed on-site and/or use of City utilities (power/water), restrooms, breakroom should be clarified in the proposal's written narrative. Pricing should reflect any savings to be expected by the City for allowing use of city facilities and/or dumpsters for waste disposal.

The Corridor in the work area is the primary employee entrance for the facility; The city would prefer to maintain the access to the entrance/corridor and 2 bathrooms to the extent possible during the work period, but will work with the contractor to close as-needed while work is taking place.

JOB SITE CLEAN-UP: Contractor is responsible to safely remove and legally dispose of all project related debris as quickly as possible after waste is generated.

WASTE AND SURPLUS MATERIALS: Any waste or surplus material generated from the project shall be removed by the Contractor from the site of the Project as rapidly as practicable as the work progresses at the contractor's expense. On premises dumpsters may be used for disposal of waste generated from THIS project.

IF demolition of the existing floors is awarded with the scope of work, the City will arrange onsite walk-in dumpsters with our contracted waste services vendor. Contractor to coordinate timing of the demolition/dumpsters with no less than 48 hours' notice.

CONSTRUCTION LIMITS: The Contractor shall confine their operations to the construction limits. All damages caused by the Contractor or their Subcontractors outside of the Construction Limits or unnecessary damage within the Construction Limits shall be restored at the Contractor's expense.

FREEDOM OF INFORMATION ACT: Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City of Geneva to produce certain records that may be in the possession of the Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to this contract in compliance with the Local Records Retention Act and the Freedom of Information Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with the Act due to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

PROPOSAL FORM

The following proposal is hereby made to the **City of Geneva, Illinois**, hereinafter called the Owner.

Proposal is submitted in duplicate by _____

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform the "PW Training Room Floors" in accordance with the Specifications and Procedural documents attached.

In submitting this proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any other person, firm, or corporation. The Undersigned acknowledges receipt of the following Addenda.

Addendum No.	Date	Initials
_____	_____	_____
_____	_____	_____

The Undersigned declares that they have examined the Contract Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Contract requirements and understands that in making this Proposal, they wave all rights to plead any misunderstanding regarding the same.

_____ (Initial) Confirms understand that the City is requiring work to be completed by 4/30/2026 & commitment Bidder is able to supply the materials and manpower necessary to be substantially complete with the installation by 4/30/2026.

Deadline for the City to commit to a color selection for material order to be fulfilled to take delivery to allow for the 4/30 Installation deadline to be achieved: _____

Confirm if a deposit will be required for ordering materials? _____

On (a) separate sheet(s) of paper provide a written narrative including overview of the bidding/installing company, no less than 3 references with contact information, information on the products submitted including color & finish/texture options, and a tentative schedule for the work to transpire including clarification duration.

*Product overview must include maintenance information

INCOMPLETE SUBMISSIONS WILL BE CONSIDERED GROUNDS FOR DISQUALIFICATION

Base Bid	
Preparation, Supply, and Installation of Replacement Resilient Flooring for the Public Works Building's Training Room and Adjacent rooms (as defined). (Includes vinyl cove base for designated area)	\$
Expected Days to complete (total, no demo)	
Product/System Proposed	
Manufacturer	
Product	
Manufacturer Warranty	
Installer Warranty	
Alternate #1	
Demolition of existing flooring systems	\$
Expected Days to complete (demolition)	

PLANS/PHOTOS



Training Room
Looking South from NW corner



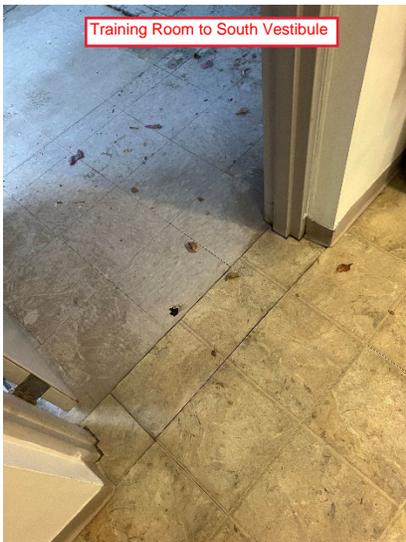
Training Room
Looking South from SW corner



Training Room
Looking East from NW corner



Training Room
Looking West from NE corner



Training Room to South Vestibule



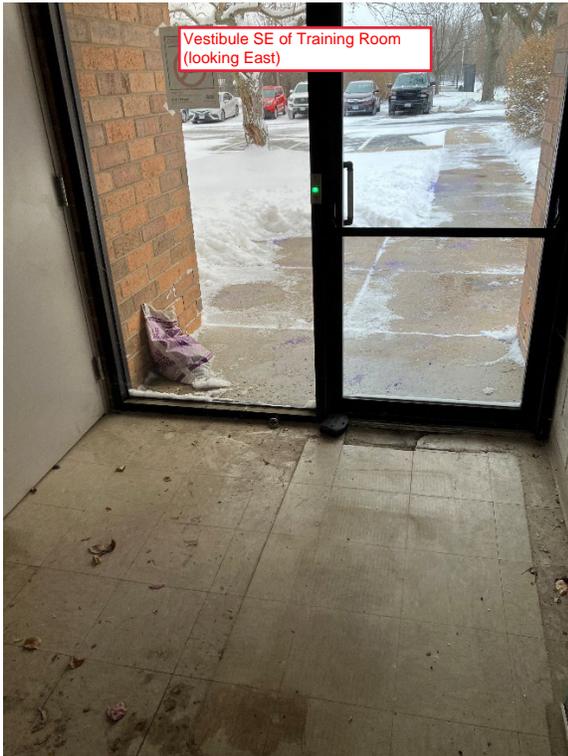
Media Closet Inside SW corner of
Training Room



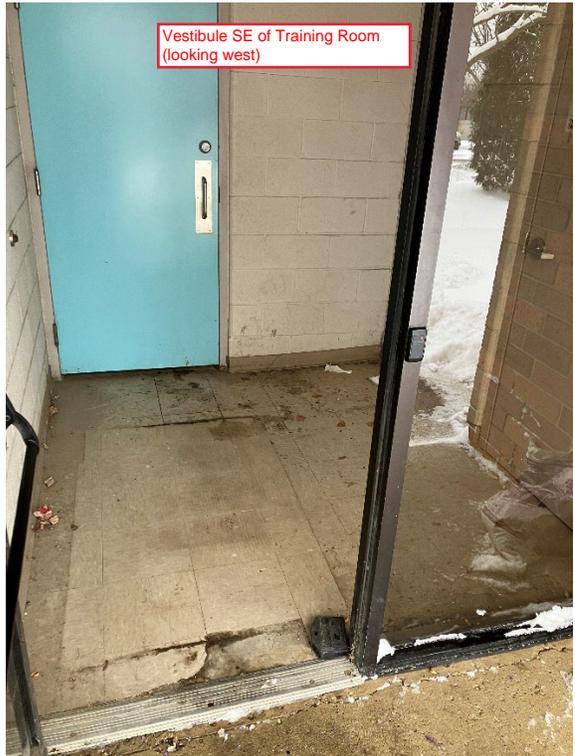
Niche (retractable wall storage) in-
between training room entry



Glance at Slab under the Existing Peel & Stick Vinyl in the Training Room



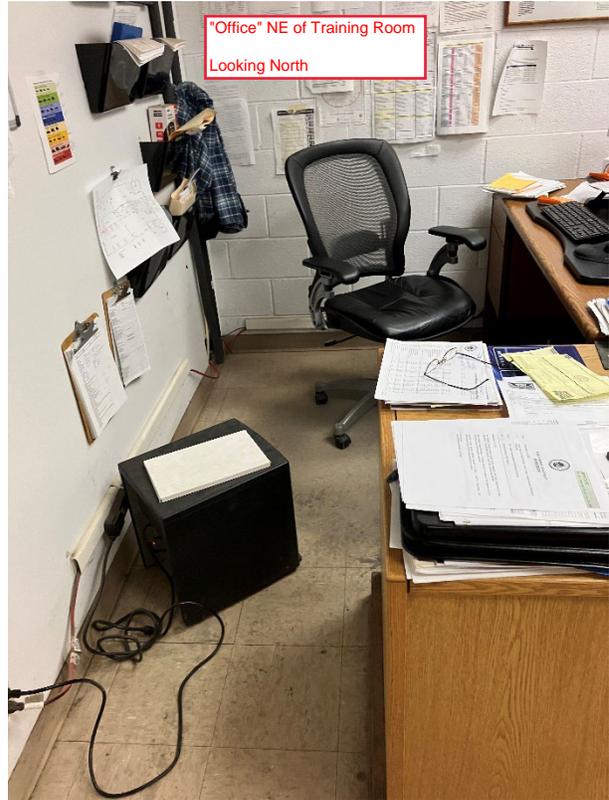
Vestibule SE of Training Room (looking East)



Vestibule SE of Training Room (looking west)









AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	French Market License Agreement 2026-27		
Presenter & Title:	Cathleen Tymoszenko, Economic Development Director		
Date:	February 17, 2026		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: PGEV:1 & 2.			
Estimated Cost: \$	Budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>Bensidoun, USA operates the French Market at 4th Street between Crescent and South. The French Market started as a strategy to drive downtown retail on Sunday and has grown into an economic driver for the entire community-offering visitors and residents a place to gather and access desired goods.</p> <p>For the upcoming and following seasons, our typical two-year license is proposed. The annual fee of \$800, increased in 2022, is proposed to stay the same to offset atypical costs associated with set up logistics. New this term, is the inclusion of a Relocation Licensed Area provision. The City has received notification of state funding for the downtown market pavilion project and is working with the IL Dept. of Commerce and Economic Opportunity (DCEO) to finalize the funding agreement(s) for future City Council approval. The downtown market pavilion is programed for the same location as the Licensed Area and a timeline for construction has not yet been determined. For this reason, the Relocated Licensed Area provision allow the City to shift the market west to the Fourth Street lot so the French Market can operate during construction.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution & French Market License Agreement 2026-27 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Approve Resolution 2026- Authorizing Approval of the French Market License Agreement 2026-27.			

RESOLUTION NO. 2026-

**RESOLUTION AUTHORIZING EXECUTION OF
FRENCH MARKET LICENSE AGREEMENT 2026-27**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the French Market License Agreement 2026-27, in the form attached hereto at Exhibit “A”, relating to the French Market operated by Bensidoun, USA.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2026

AYES: __ **NAYS:** __ **ABSENT:** __ **ABSTAINING:** __ **HOLDING OFFICE:** __

Approved by me this ____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

MARKET LICENSE AGREEMENT

This Agreement (“Agreement”) is made as of _____, 2026, by and between the CITY OF GENEVA, a municipal corporation (the "Licensor") and BENSIDOUN USA, Inc., a corporation (the "Licensee").

Whereas, Licensor is the owner of the premises herein licensed, located at the northwest corner of the parking lot found at South Street and South Fourth Street, and commonly known as City of Geneva South Street parking lot, in the City of Geneva, Kane County, Illinois; and an adjacent parking lot at the southeast corner of South Fourth Street and Crescent Place, and commonly known as the City of Geneva Fourth Street parking lot.

Whereas, Licensor is creating plans and specifications for the construction of, an enclosed “Market Pavilion” that would be constructed on the Licensed Premises and would allow for public vehicular parking during the week but can accommodate a covered market/community activities on weekends. Construction of the Market Pavilion is expected to commence during the 2026 Market Season.

Whereas, in order to accommodate the construction of the Market Pavilion during the 2026 Market Season, Licensor and Licensee acknowledge that the location of the Licensed Premises will need to be temporarily relocated to other real estate owned by Licensor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Licensed Premises: Except as provided below, Licensor hereby grants to Licensee a revocable license to use the parking lot at the northwest corner of the parking lot found at South Street and South Fourth Street, and commonly known as City of Geneva South

Street parking lot, in the City of Geneva, Kane County, Illinois. (The "Lot"), which premises are outlined on the drawing hereto attached as Exhibit A (the "Licensed Premises"). The Licensed Premises shall be used solely by the Licensee for the purpose of operating a Sunday morning open-air market. In order to permit the construction of the Market Pavilion on the Lot and upon 30-days prior written notice to Licensee, Licensor may relocate, temporarily, the Licensed Premises of the License to a new location within the City ("Relocated Licensed Premises." The Relocated Licensed Premises shall be located on the public parking lot at the northeast corner of State Street and Fourth Street, as depicted on the drawing hereto attached as Exhibit B (the "Relocated Licensed Premises"). All of the terms and conditions, including Rules and Regulations, of this Agreement shall be applicable to the Relocated Licensed Premises; any reference to "Licensed Premises" shall be applicable to the Relocated Licensed Premises as well. As a condition precedent to occupying any portion of the Relocated Licensed Premises, Licensee, its agents, employees, contractors or tenants shall be prohibited from installing any form of anchors or anchoring system which penetrates the concrete surface of the Relocated Licensed Premises. The type of anchoring system proposed to be used at the Relocated Licensed Premises shall be approved, in writing, by the Licensor.

2. Term. The term of this Agreement shall commence on April 12, 2026 and shall continue until November 14, 2027. The 2026 market season shall commence on April 12, 2026 and end on November 15, 2026; the 2027 market season shall commence on April 11, 2027 and end on November 14, 2027.

3. License Fee. The annual licensing fee for the premises is \$800.00. The Licensee shall pay all charges and deposits assessed by the Licensor for use of the Lot. The Licensee shall make one single deposit of \$5,000.00 to the Licensor for the repair of any damage to the property of the Licensor caused by the Licensee's use of the property. Any portion of the deposit remaining at the end of the term of this agreement shall be returned to the Licensor.
4. Use of Licensed Premises.
 - 4.1 Fees. Licensee may use the Licensed Premises solely for setting up, maintaining, and operating an open-air market. The Licensee may set up their canopies between the hours of 9:45 p.m. and 11:45 p.m. on the Saturday immediately preceding a scheduled open-air market day. An earlier setup time beginning at 6:45 p.m. may be permitted with permission of the Police Department if the lot is clear of cars. The Licensee may operate and maintain the open-air market from the hours of 7:00 a.m. to 2:00 p.m. on Sundays, provided no commercial sales by Vendors to the Public shall commence earlier than 8:00 a.m. nor terminate later than 2:00 p.m. on Sundays. Licensor may cause to be towed or removed, at the expense of the Licensee, any vehicles or equipment that remains on the Licensed Premises at times other than those specified above but no earlier than 9:45 pm on Saturday. Licensor will also ensure that Licensed Premises are free of any vehicles, or other impediments, other than those expressly permitted by Licensee during the hours described above.
 - 4.2 Preparation of Licensed Premise. The Licensee has erected a series of tents or canopies for the display of products. In order to minimize the damage to the Lot,

Licensee has installed, prior to the commencement date of the term, sleeves or gaskets in the asphalt parking Lot surface in order to insert the supporting tent and canopy poles. Licensee shall install, and the City reserves the right to approve licensed contractor for the work. At the termination of the license (either at the original premises or any agreed upon relocated premises), Licensee, at the request of the Licensor, shall remove the sleeves and/or gaskets and repair any damage to the Lot caused thereby. As detailed in Section 1, preparation of the Relocated Licensed Premise prohibits the installation of any form of anchor or anchoring system which penetrates the concrete surface of the Relocated Licensed Premises. The type of anchoring system proposed to be used at the Relocated Licensed Premises shall be approved, in writing, by the Licensor.

4.3 Water. The Licensee shall secure and install a water meter from the City of Geneva's Water Department. The Licensee shall deposit \$1,000.00 with City's Water Department for said meter, and shall pay for all water used in the operation of the open-air market at the Licensor's standard billing rate, minimum cost of \$50.00 annually.

4.4 Storage. The Licensee shall store only the equipment and materials approved by the Licensor for the open-air market on-site. All other equipment and materials must be stored off site and at the Licensee's own expense.

4.5 Parking. Licensor shall have no obligation to secure private parking for the licensee. Parking for Market customers and Vendors will be available in City parking areas at no charge on a non-exclusive basis.

- 4.6 Electricity. The Licensor agrees to provide the Licensee with electricity during Market hours. The Licensee shall reimburse the Licensor for the actual cost incurred by the Licensor for the electricity as well as its installation and removal each year.
- 4.7 Trash Removal. The Licensor agrees to dispose of three (3) 33-gallon trash containers per market day at no charge to the Licensee. The Licensee shall remove trash in excess of three containers. The Licensee shall place containers in or near the southwest corner of the Lot located at South Fourth Street and Crescent Place. The Licensee shall clear all debris from the surface of the Lot and sweep or hose off the surface at the end of each market day.
- 4.8 Signage. On site signage will be modified to allow the Licensee to open the markets on the dates specified in Section 2. The Licensee shall pay the Licensor for the cost to modify the permanent “no parking” signs to give proper notice to the parking patrons. Such signs shall be installed at least two weeks before the beginning of the market.
- 4.9 Designated Representative. Licensee shall designate in writing to Licensor a Market Manager who shall be in charge of managing the general operations of the open-air market and Licensee's use of the Licensed Premises. The Market Manager shall be readily accessible by telephone and upon Licensor's request, shall be available to be present at the Licensed Premises within a reasonable period of time. The Market Manager or his/her designee shall be in attendance at all times during the operation of the open-air market. Licensee shall further immediately notify the Licensor in writing of any change in the identity of the person in charge.

- 4.10 Licensor's Rules and Regulations. Licensor shall have the right, from time to time upon notice thereof to Licensee, to prescribe rules and regulations, which in its judgment may be desirable for the use of the Licensed Premises. Licensee agrees to comply with all such rules and regulations provided that such rules and regulations shall not contradict any right expressly granted to Licensee herein. A violation of any such rules and regulations shall constitute a default by Licensee under this Agreement. The Licensee agrees that Vendors will abide by the rules attached as Exhibit C and herein made a part of this Agreement.
- 4.11 Geneva Business Option. Before offering a non-Geneva business to sell goods at the open-air market, the Licensee will offer any Geneva business engaged in selling that product or similar products the opportunity to take a Vendor space at the market. If more than one Geneva business exists for a particular category, the Geneva businesses may alternate years or weeks at the market as determined by the Licensee.
- 4.12 Licensee's Further Responsibilities. Licensee shall be responsible and provide any and all canopies, gaskets and other supporting structures and equipment for the open-air market Vendors.
- 4.13 Marketing. Licensee shall provide marketing for the open-air market through a combination of press releases, paid-for advertisements and hand-delivered flyers. Licensor shall provide notice of the open-air market through its newsletter and an on-site banner.
- 4.14 State Sales Tax Reporting. Licensee shall register the French Market with the Special Event Division of the Illinois Department of Revenue and follow all

appropriate regulations. The Licensee shall also provide to the Licensor on a monthly basis detailing each of the market day Vendors, their Illinois Business Tax (IBT) number and business address. The Licensee shall be required to ensure that each Vendor has an Illinois Business Tax Number (IBT) prior to being allowed to sell any products at the market. Further, Vendors shall properly report their sales taxes. Vendors who do not report or inaccurately report their retail sales may be barred from participation in this Open-Air Market.

5. Condition of Licensed Premises. Licensee hereby accepts the Licensed Premises in their "as is" condition as of the date hereof, and acknowledges that upon delivery of possession of the Licensed Premises to Licensee the same were in good order, condition and repair. Licensee shall, at its sole cost and expense, be responsible for any and all repairs of damage to the Licensed Premises arising from the misuse or damage to same by Licensee or any Vendor, its agents, employees, successors, and assigns. Upon termination of this License by lapse of time or otherwise, Licensee shall re-deliver possession of the Licensed Premises to Licensor in good order, condition and repair, normal wear and tear expected.
6. Alterations and Additions. Licensee shall make no alterations, additions, improvements or changes in or to the Licensed Premises except the installation of canopy standard gaskets (not permitted on the Relocated Licensed Premises; see Section 1). Gaskets shall be removed, holes patched, and parking lot area repaved by the Licensee at its sole cost, to the satisfaction of the Licensor, at the end of the term of this Agreement, or at the end of any extension of this Agreement.

7. Assignment. Licensee shall not assign this Agreement or any portion thereof, or allow the use thereof by any person, firm or entity other than the Licensee, its Vendors and its programs.
8. Compliance with Laws. Licensee shall comply with all of the requirements of all governmental authorities and insurance carriers now in force pertaining to the use of the Licensed Premises or which Licensee shall hereafter carry.
9. Waiver: Risk of Loss. Neither Licensor nor any of its officers, directors, agents, employees, members and affiliated entities shall be liable for any accident, injury or death, loss or damage resulting to any person or property sustained by Licensee or Licensee's agents, employees and/or invitees, anyone claiming by or through Licensee or any Vendor or customer on the Licensed Promises, without limitation, for tortuous or criminal acts of third parties. Licensor shall have no obligation or duty to provide security services, traffic direction or police services for the premises. All property of Licensee or Licensee's agents, employees and/or invitees, anyone claiming by or through Licensee or any user of the Licensed Premises shall be at the Licensed Premises at the risk of Licensee or such other person only, and Licensor shall not be liable for any damage thereto, including, without limitation, theft or vandalism of any vehicles at the Licensed Premises. Nothing in this Agreement shall be interpreted to waive any immunities or privileges provided to the Licensor, as an Illinois Municipal Corporation under Illinois Statutory or Common Law, such privileges and immunities being specifically reserved by the Licensor.
10. Hold Harmless and Insurance. Licensee shall carry insurance during the entire term hereof insuring Licensee, and insuring, as additional named insured, Licensor and its

officers, directors, agents, employees and affiliated entities, as their interests may appear, with comprehensive public liability insurance, (including the broad or extended liability endorsement) during the entire term hereof with terms and in companies satisfactory to Licensor to afford protection to the limits of not less than \$5,000,000 for combined single limit personal injury and property damage liability per occurrence. Insurance shall cover Licensor's use of the property on market days as well as injury or damage which may occur as a result of the installation of the canopy standard gasket. The insurer shall be subject to the reasonable approval of the Licensor.

Licensee, to the greatest extent permitted under Illinois law, shall defend, hold harmless, and indemnify the Licensor for any and all claims, actions, causes of action, demands, cost, including reasonable attorney's fees, resulting from the Licensee and its vendees operation of the open market and possession of the Licensed Premises only up to the maximum level of insurance limit provided for under the terms of the insurance policy secured for the benefit of the Licensee and Licensor pursuant to the terms of this Paragraph. Licensee shall, prior to the commencement of the Agreement term, furnish to Licensor certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days prior written notice to Licensor. In the event Real Estate Taxes are assessed against the Licensed premises as the result of this License agreement, Licensee shall upon notification by Licensor of said tax levy, either agree to pay same, or if Licensee does not agree, this License can be terminated by Licensor.

11. Default by Licensee. If Licensee defaults in the performance of any obligation hereunder, Licensor may, pursuant to paragraph (b) below, at its option and in addition

to any other rights or remedies hereunder or otherwise available at law or in equity, terminate this Agreement and the right of Licensee (and any and all users) to use the Licensed Premises. Neither Licensee nor any Vendor or other person claiming through or under Licensee shall be entitled to possession or to remain in possession of or use the Licensed Premises but shall forthwith quit and surrender the Licensed Premises, and Licensor may exclude Licensee (including, without limitation, any or all of Licensee's Vendors) access to the Licensed Premises. Licensor shall provide Licensee 30-days prior written notice of any alleged default, which Licensee shall have the right to cure prior to Licensor exercising any options pursuant to this paragraph. Licensor shall have the right, among other remedies, to enter the Licensed Premises, exclude Licensee (including, without limitation, any or all of Licensee's permit users or permit vehicles) therefrom and remove any or all of their property and effects. Licensee shall pay to Licensor upon demand the expense and costs for removal and/or storage of vehicles, any and all repairs to the Licensed Premises and all other costs arising from Licensee's default, including, but not limited to, attorney's fees and expenses.

In the event of a material default or a breach of an obligation hereunder, the non-defaulting party shall be entitled to obtain, pursuant to an order from a court of competent jurisdiction, its reasonable attorney's fee and court costs associated with prosecuting any action against the defaulting party. If for any reason this License shall be construed as a tenancy of any kind, such lease or tenancy shall be on a day-to-day basis only and shall, upon a default, subject to the notice and cure provisions of subparagraph (b) above, be terminable by Licensor upon one (1) day prior notice to Licensee and upon the giving of such notice, the License term, and the License granted

hereunder, shall terminate as of the date which is one (1) day after the giving of such notice.

12. Notices. All notices to be given hereunder shall be given in person or by registered or certified mail, return receipt requested, addressed to the parties as follows, or at such other place as either of them may hereafter designate for itself by notice in writing to the other:

To Licensor: City Administrator
City of Geneva
22 South First Street
Geneva, Illinois 60134

To Licensee: Bensidoun USA, Inc.
405 N. Wabash, Unit 3404
Chicago, IL 60611
With copies emailed to bensidoun@yahoo.com

With a copy to: Lawrence J. Feller
Horwood Marcus & Berk Chartered
180 North LaSalle, Suite 3700
Chicago, IL 60601

Any such notice shall be deemed given when personally delivered or upon being mailed as aforesaid.

13. Authorization. Each party has full right, power and authority to enter into this Agreement and to perform its obligations thereunder, and the execution, delivery and performance of this Agreement shall not, nor shall the observance or performance of any of the matters and things herein set forth, violate or contravene any provision of law or of the charter or by-laws of either such party or of any indenture or other agreement of or affecting either party. All necessary and appropriate action has been taken on the part of each party to authorize the execution and delivery of this

Agreement. This Agreement is the valid and binding agreement of each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF GENEVA

BENSIDOUN USA, INC.

By: _____

By: _____

City Administrator

President

Attest:

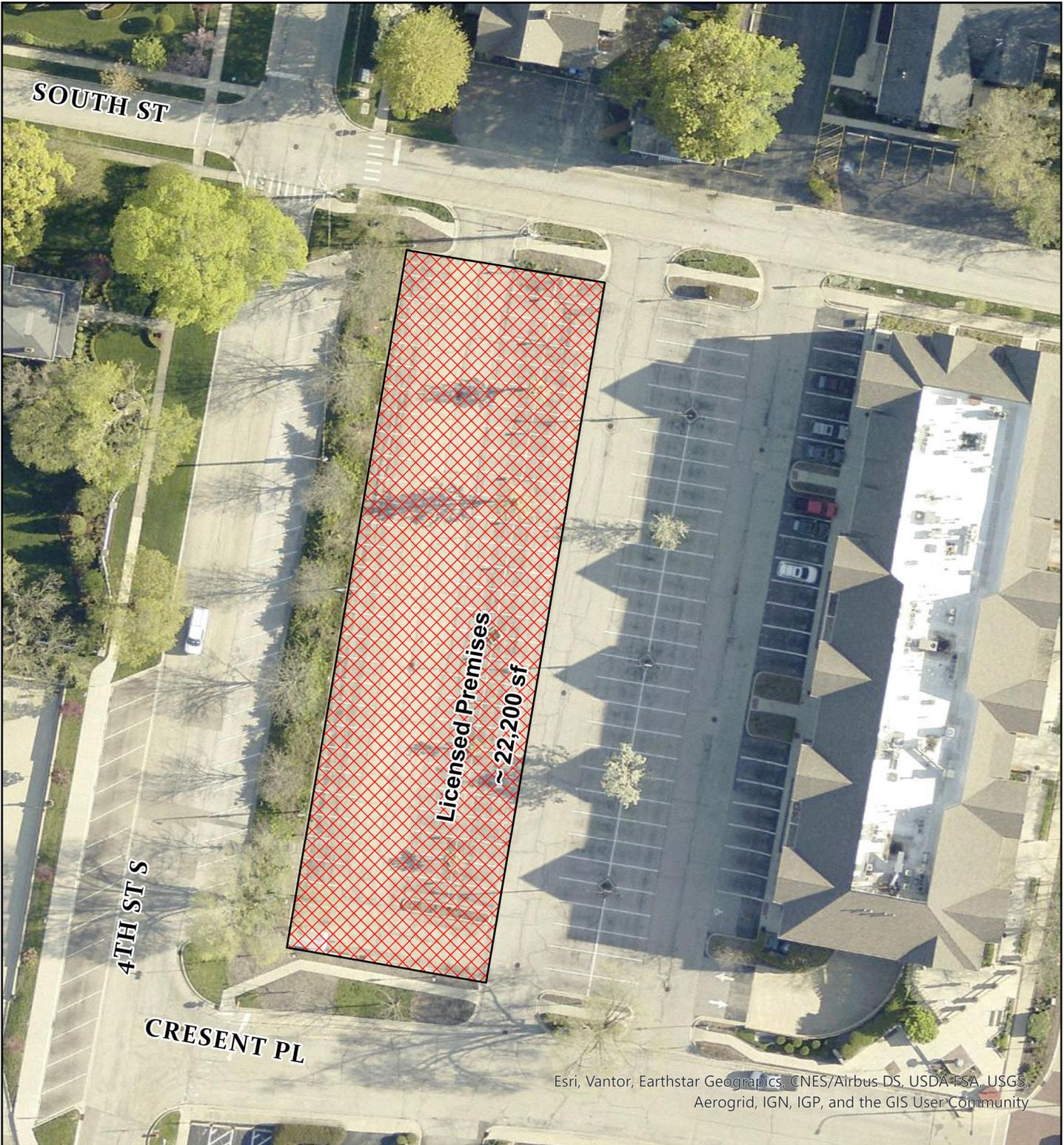
Attest:

By: _____

By: _____

City Clerk

Secretary



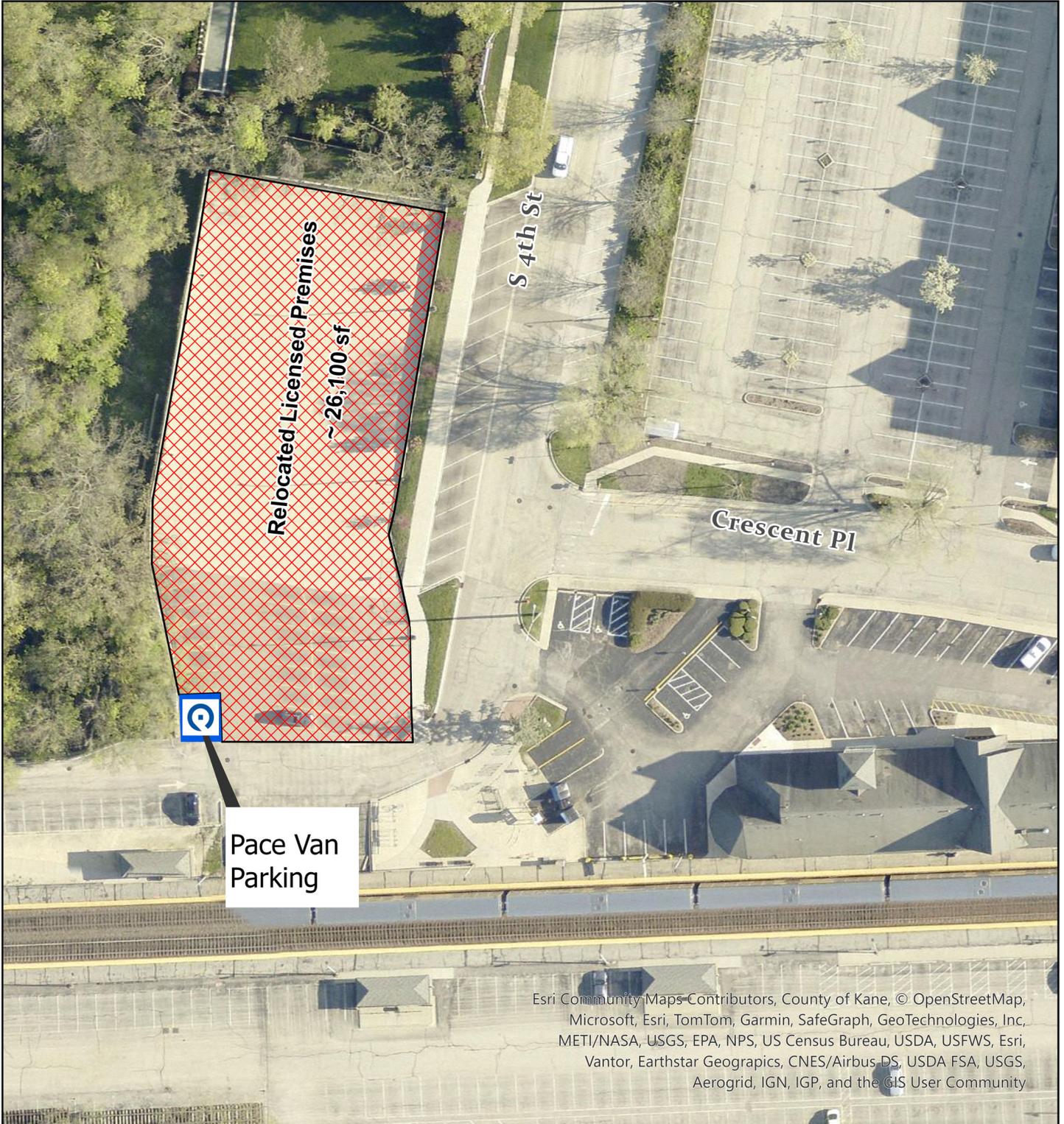
Esri, Vantor, Earthstar Geographics, CNES/Airbus DS, USDA FSA, USGS, Aerogrid, IGN, IGP, and the GIS User Community



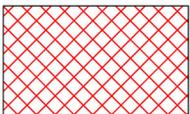
Licensed Premises
approximately 22,200 SF



Exhibit B



Esri Community Maps Contributors, County of Kane, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, Vantor, Earthstar Geographics, CNES/Airbus-DS, USDA FSA, USGS, Aerogrid, IGN, IGP, and the GIS User Community



Relocated Licensed Premises
Approximately 26,100 SF



Exhibit C

RULES AND REGULATIONS FOR VENDORS AT GENEVA FRENCH MARKET

For the purpose of those rules and regulations, "Vendor" means any entity or individual renting space from Bensidoun USA, Inc., the "Promoter", on any given Market Day. "Space" means that space the Vendor has rented from the Promoter. "Market hours" means those hours the Market is open for the sale of goods to Market customers.

1. Vendors must comply with all applicable Federal, State and local laws, rules and regulations, including but not limited to health and licensing.
2. Vendors are responsible for paying all applicable Federal, State and local taxes.
3. Products must be deemed appropriate to a family audience by the Promoter. No drug paraphernalia or sexually explicit material will be tolerated. In addition, Vendors shall only sell products that are of good quality, which they have lawfully obtained, manufactured or grown. Should the Promoter determine, in their own discretion, that the Vendor is not selling such products, the Promoter may request the Vendor to vacate his/her space(s) immediately. Furthermore, the Promoter may prohibit the Vendor from leasing future space.
4. Connected with its responsibility to maintain the public health, safety and welfare, The City of Geneva, as Licensor herein, reserves the right to determine the appropriateness of any product or Vendor at the Geneva French Market. As such, the Licensor, at its discretion, may require the promoter to prohibit the sale of any product or the participation by such Vendor from the Geneva French Market operation. Any further sale of such product or participation by such Vendor shall be at the discretion of the Licensor. A determination of such appropriateness may be made by a simple majority vote of the City Council; or when immediate action is necessary to safeguard against an impending threat to public safety and welfare, such a determination may be made by any City Official or agent acting in his or her official capacity.
5. Vendors must be prepared to sell at the start of Market hours, and must continue to sell until the close of Market hours. Loading and unloading will occur only before and after Market hours, respectively. Set-up to begin no earlier than 7 a.m., Market operation from 9 a.m. – 2 p.m.
6. Vendors will at all times be polite with customers and will use their best efforts to enthusiastically sell their products.
7. Vendors must continually keep their spaces as clean as possible. Vendors must provide their own disposal bags, in accordance with local ordinances, into which they will put rubbish collected within their respective space(s). At the close of the Market hours, the Promoter will pick-up the refuse bags and dispose of such bags by placing the same in the containers in or near the southwest corner of the Lot located at South Fourth Street and Crescent Place.
8. Vendors who bring their goods in wooden crates or boxes must take those crates or boxes back with them at the close of Market hours.

9. Vendors may only park and load their vehicles in areas designated by the Promoter. The use of City parking lots and customer parking zones is prohibited. Anyone violating the parking regulations will be fined and/or towed away at their own expense.
10. Vendors will cooperate with and participate in promotions organized by the Promoter (for example: contributing a reasonable amount of the Vendor's products to Market customer giveaways) and may be asked to provide information for publicity.
11. All sales by Vendors to Market customers are final unless Vendors, in their own discretion, determine otherwise. Signs stating all sales are final must be posted.