



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

SEPTEMBER 10, 2019
7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Finance
 1. Payment to Windy City Amusements Inc. for the 2019 Summer Sunset Festival
 - B. Police
 1. Resolution to Pursue a McHenry County Consolidated Law Enforcement Training Facility
 2. Chicago Field Division Rockford Resident Office FY2020 Cooperative State and Local Agreement - Lake in the Hills Police Department
 3. FARO Zone 3D Visionary Software Indemnification
 - C. Public Works
 1. Award a Contract for the Well 6 Design/Build Project – Concentric Integration, LLC and Purchase Commodities to be installed by Staff
 - D. Community Services
 1. Informational Item concerning the Sign Ordinance Survey
 2. Ordinance accepting Public Access Easement across Algonquin Road Surgery Center's Property
5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Bogdanowski
 - D. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - E. Trustee Bojarski
 - F. Trustee Murphy
 1. Parks and Recreation Board Liaison Report
6. Village President
 - A. Proclamation – Constitution Week (Thursday)

7. Audience Participation

8. Adjournment

MEETING LOCATION
Lake in the Hills Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: September 10, 2019

DEPARTMENT: Finance

SUBJECT: Payment to Windy City Amusements Inc. for the 2019 Summer Sunset Festival

EXECUTIVE SUMMARY

The Village is currently contracted with Windy City Amusements Inc. (WCA) to supply amusements for the annual Summer Sunset Festival through 2019. Based on the agreement and the activity of the 2019 festival, the Village is required to pay WCA the sum of \$54,111.56.

FINANCIAL IMPACT

The expense amount budgeted in FY 2019 was \$75,000 based on an average of the 2017, 2016 and 2015 years of activity. 2018 was excluded due to the substantial amount of rain received during the 2018 festival which drove down attendance. The actual amount will also have a corresponding effect on the revenue side budget for the festival.

ATTACHMENTS

1. Reconciliation of 2019 Summer Sunset Festival Activity and Cash Reconciliation
2. Deposit Tickets for Cash Deposited at Bank
3. Agreement with Windy City Amusements Inc.

RECOMMENDED MOTION

Approve the payment to Windy City Amusements Inc. in the amount of \$54,111.56 based on 2019 activity and the contract terms to supply amusements for the annual Summer Sunset Festival with Windy City Amusements Inc.

**Village of Lake in the Hills
Reconciliation of Summer Sunset Festival Activity**

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
<u>Carnival Revenue</u>					
Wristbands and Tickets	\$ 86,140.00	\$ 66,506.00	\$ 91,180.00	\$ 114,975.00	\$ 93,756.00
ATM's	\$ 15,028.00	\$ 13,955.00	\$ 34,198.00	\$ 36,608.00	\$ 33,640.00
Total Carnival Revenue	\$ 101,168.00	\$ 80,461.00	\$ 125,378.00	\$ 151,583.00	\$ 127,396.00
Base, per contract	\$ 72,500.00	\$ 72,500.00	\$ 72,500.00	\$ 72,500.00	\$ 72,500.00
Village portion up to base @ 38.5%	\$ 27,912.50	\$ 27,912.50	\$ 27,912.50	\$ 27,912.50	\$ 27,912.50
Village portion above base @ 45.5%	\$ 13,043.94	\$ 3,622.26	\$ 24,059.49	\$ 35,982.77	\$ 24,977.68
Total Village portion before deductions	\$ 40,956.44	\$ 31,534.76	\$ 51,971.99	\$ 63,895.27	\$ 52,890.18
Due to Windy City Amusements Inc.	\$ 60,211.56	\$ 48,926.25	\$ 73,406.01	\$ 87,687.74	\$ 74,505.82
Less Deductions:					
Fun Booths (7 @ \$300), per contract	\$ (2,100.00)	\$ (2,100.00)	\$ (2,100.00)	\$ (2,100.00)	\$ (2,700.00)
Sponsorship from Windy City Amusements Inc., per contract	\$ (4,000.00)	\$ (4,000.00)	\$ (4,000.00)	\$ (4,000.00)	\$ (4,000.00)
Total Due to Windy City Amusements Inc.	\$ 54,111.56	\$ 42,826.25	\$ 67,306.01	\$ 81,587.74	\$ 67,805.82
Total Village of Lake in the Hills Revenue	\$ 47,056.44	\$ 37,634.76	\$ 58,071.99	\$ 69,995.27	\$ 59,590.18

Reconciliation of Actual Payment vs. Amount Due

Total on-line mega band sales (Collected by Windy City Directly)	N/A	\$ 910.00	\$ 1,470.00	N/A	N/A
Total actual payment to Windy City Amusements Inc.	N/A	\$ 41,916.25	\$ 65,836.01	N/A	N/A

Cash Reconciliation

Cash Deposited at Bank

Deposit ticket #1 - see attached backup documentation	\$ 13,374	\$ 6,215	\$ 51,067
Deposit ticket #2 - see attached backup documentation	\$ 1,525	\$ 4,741	\$ 15,061
Deposit ticket #3 - see attached backup documentation	\$ 36,580	\$ 2,999	\$ 60,747
Deposit ticket #4 - see attached backup documentation	\$ 6,578	\$ 34,802	\$ -
Deposit ticket #5 - see attached backup documentation	\$ 39,291	\$ 16,164	\$ -
Deposit ticket #6 - see attached backup documentation	\$ 6,929	\$ 15,090	\$ -
Total Cash Deposited at Bank	\$ 104,277	\$ 80,012	\$ 126,875
Less starting banks \$250 per drawer @ 4 drawers @ 3 days	\$ (3,000)	\$ (3,000)	\$ (3,000)
Total Cash Revenue	\$ 101,277	\$ 77,012	\$ 123,875
Total Carnival Revenue per above	\$ 101,168	\$ 80,461	\$ 125,378
Difference	\$ 109	\$ (3,449)	\$ (1,503)
Add On-line Mega Band Sales	N/A	\$ 3,290	\$ 1,470
Difference Over/(Under)	\$ 109	\$ (159)	\$ (33)
Known Differences:		\$ 170	\$ 15
Miscellaneous Overage - ATM's	\$ 3	N/A	N/A
Unreconciled difference during 3 day event Over/(Under)	\$ 106	\$ 11	\$ (18)

① First National Bank

Day Drop-Off Deposit T337689
201405 385 A 0
16:57:12 09/03/2019

Account Number: *****3142
Deposit Amount: 39,291.00
Posting Date: 09/03/2019

THANK YOU FOR BANKING WITH US

SUNDAY - WRISTBANDS + TICKETS

This is a conditional receipt. All transactions are subject to proof and verification. All items are credited subject to final payment being received by the Bank and subject to all applicable terms and conditions. Deposits may not be available for immediate withdrawal. MEMBER FDIC



① First National Bank

Day Drop-Off Deposit T337689
201405 388 A 0
17:03:11 09/03/2019

Account Number: *****3142
Deposit Amount: 36,580.05
Posting Date: 09/03/2019

THANK YOU FOR BANKING WITH US

SATURDAY - WRISTBANDS + TICKETS

This is a conditional receipt. All transactions are subject to proof and verification. All items are credited subject to final payment being received by the Bank and subject to all applicable terms and conditions. Deposits may not be available for immediate withdrawal. MEMBER FDIC



① First National Bank

Day Drop-Off Deposit T337689
201405 389 A 0
17:07:03 09/03/2019

Account Number: *****3142
Deposit Amount: 13,373.75
Posting Date: 09/03/2019

THANK YOU FOR BANKING WITH US

FRIDAY - WRISTBANDS + TICKETS

This is a conditional receipt. All transactions are subject to proof and verification. All items are credited subject to final payment being received by the Bank and subject to all applicable terms and conditions. Deposits may not be available for immediate withdrawal. MEMBER FDIC



① First National Bank

Day Drop-Off Deposit T337689
201405 393 A 0
17:12:57 09/03/2019

Account Number: *****3142
Deposit Amount: 6,929.00
Posting Date: 09/03/2019

THANK YOU FOR BANKING WITH US

SUNDAY - ATM'S

① First National Bank

Day Drop-Off Deposit T337689
201405 392 A 0
17:09:59 09/03/2019

Account Number: *****3142
Deposit Amount: 6,578.00
Posting Date: 09/03/2019

THANK YOU FOR BANKING WITH US

SATURDAY - ATM'S

① First National Bank

Day Drop-Off Deposit T337689
201405 396 A 0
17:16:26 09/03/2019

Account Number: *****3142
Deposit Amount: 1,525.00
Posting Date: 09/03/2019

THANK YOU FOR BANKING WITH US

FRIDAY - ATM'S

This is a conditional receipt. All transactions are subject to proof and verification. All items are credited subject to final payment being received by the Bank and subject to all applicable terms and conditions. Deposits may not be available for immediate withdrawal. MEMBER FDIC

Contract To Supply Amusements Summer Sunset Festival

THIS CONTRACT is made and entered into this 21 day of February, 2019 by and between the Village of Lake in the Hills, Illinois (the "Sponsor") and Windy City Amusements, Inc.;

WHEREAS, Windy City Amusements, Inc. is a financial donor to the Summer Sunset Festival and desires to be considered by the Sponsor to provide various amusements, rides, devices, and attractions at that festival and at future events in the Village of Lake in the Hills; and

WHEREAS, the Sponsor desires to provide, through Windy City Amusements, Inc., various amusements, rides, devices, and attractions during the Summer Sunset Festival and desires to consider Windy City Amusements, Inc. for future events in the Village of Lake in the Hills;

In consideration of the premises stated above, the sum of one dollar, and the mutual promises contained herein, which consideration the parties hereby acknowledge as valuable and sufficient, the parties mutually agree as follows:

1. Windy City Amusements, Inc. agrees to provide, through its company, amusement ride devices, amusement attractions, concessions, and "fun" booths at a location provided by the Sponsor in Sunset Park located at Miller and Haligus Roads in the Village of Lake in the Hills for a period of one year on the following dates:

Year 2019: August 30 – September 1

The dates and times may be changed upon the mutual agreement of both parties to this contract.

2. Windy City Amusements, Inc. shall furnish, in its sole discretion, all necessary tickets, and an air conditioned ticket booth(s) at the location. In addition, Windy City Amusements, Inc. shall supply automatic ticket purchase machines during the event as approved by the Sponsor.
3. The Sponsor hereby agrees to pay for, furnish, or provide all licenses, permits, taxes, water service, police protection, bill posting, newspaper advertising, ticket sellers, refuse dumpsters, portable toilets, a location acceptable to Windy City Amusements, Inc. for the setup of its company, streets and lots privileges, and free gate admission tickets for the employees of Windy City Amusements, Inc. where gate admission is charged. Portable toilets and water hookup will be provided the day of or prior to the setup of the carnival.
4. Windy City Amusements, Inc. shall have the exclusive right of providing all amusement ride devices, amusement attractions, "fun" booths and food concession stand(s) in the area designated by the Sponsor, the area hereinafter referred to as the "carnival site". Any other merchandise sold within the carnival site by Windy City Amusements, Inc. or its agent(s) shall only be allowed by the approval of the Sponsor.

5. Windy City Amusements, Inc. shall have the exclusive right of providing all popcorn, cotton candy, snow cones, funnel cakes, pop and corn dogs at the carnival site, in its own concession stand(s).
6. During the term of this agreement, Windy City Amusements, Inc. agrees to pay to the Sponsor the sum of 38.5% of ride gross up to \$72,500 and 45.5% on anything over \$72,500 each year. Ride gross shall refer to the gross receipts from money derived from the sale of all ride tickets, wrist bands and other similar revenues in which an admission or ride fee is charged.
7. Windy City Amusements, Inc. shall pay to the Sponsor the flat sum of \$300.00 per "fun" booth stand each year. The term "fun" booth shall include but shall not be limited to any walk on, side show, or other non-mechanical amusement attractions for which Windy City Amusements, Inc. ride tickets are not accepted. Arm bands or hand stamps shall not be used for payment on any walk on, side show or other non-mechanical amusement attractions.
8. If any "fun" booth is closed, or unable to operate (including rain out days) before the ending date each year, Windy City Amusements, Inc. shall only pay prorate for the actual days the booth is operated.
9. The settlement for the "fun" booths as well as the settlement for the percentage on the Amusement rides and shows shall be made within 30 days of the closing day of the engagement.
10. Thirty (30) days before the event, Windy City Amusements, Inc. shall provide the sponsor a listing of all rides requiring tickets, and the number of ride tickets necessary for patrons to access the ride. The sponsor shall review and approve the listing prior to set up. The proceeds of all ticket sales shall be held by the Sponsor. The collection of any money from the automatic ticket purchase machines by Windy City Amusements, Inc. shall be done only under the supervision of the Sponsor. The Sponsor is responsible for any and all shortages in cash or tickets sold from the ticket booth including wrist bands used for unlimited rides.
11. The term wrist bands shall include, but shall not be limited to, arm or wrist bands, hand stamp, tokens, chips or other non-ticket forms of payment as approved by the sponsor.
12. Windy City Amusements, Inc. is to furnish Liability Insurance and Property Damage Insurance of not less than \$5,000,000 for each occurrence with a certificate of said insurance sent to the Sponsor prior to the engagement each year, and naming the Sponsor as an additional insured.
13. The Sponsor shall provide a 220-volt electric hookup switch box to accommodate the office and staff trailers of Windy City Amusements, Inc.
14. Windy City Amusements, Inc. shall furnish Diesel Electric Light Plants for the operation of the Carnival Equipment only.

15. Windy City Amusements, Inc. shall pay for the cost of any diesel fuel used and electric power used during the engagement.
16. It is mutually agreed by both parties hereto that there are not other contracts or promises either written or verbal between them.
17. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic or any unforeseen occurrence over which parties have no control, then they are not to be held for damages resulting therefrom.
18. The Sponsor further agrees to use its influences to prevent other like attractions from exhibiting in the aforesaid Village 30 days prior and during the Summer Sunset Festival each year.
19. Windy City Amusements, Inc. shall furnish 100 posters and other marketing materials as requested by the sponsor for the purpose of promoting the event.
20. Windy City Amusements, Inc. shall offer Unlimited Ride Specials at a fixed cost of twenty-five dollars (\$25.00) and on dates and times as mutually agreed to by the Sponsor and Windy City Amusements, Inc.
21. Windy City Amusements, Inc. agrees that no more than 2 employees shall remain on the festival grounds after midnight each day to provide security services. Windy City Amusements, Inc. agrees to provide the Sponsor with the names of the employees that will remain on the festival grounds after midnight each day. All employees will receive a background investigation and the sponsor shall have the right to prohibit any employee from working during the festival.
22. Windy City Amusements, Inc. agrees to donate \$4,000 per year as a sponsor of the Summer Sunset Festival events.
23. This contract shall expire on September 2, 2019 provided, however, that the obligations of Windy City Amusements, Inc. to make any payments provided herein to the Sponsor shall not expire but shall survive the expiration of this contract. Either party to this contract reserves the right to terminate this agreement with 60 days written notice to the other party.
24. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this contract.
25. Proper venue for any legal action arising out of this contract shall be in the 22nd Judicial Circuit Court of McHenry County.
26. If any word, phrase, sentence, paragraph, Article or provision of this contract shall be considered invalid by a court of competent jurisdiction, the remainder of the contract shall be considered valid and otherwise enforceable.
27. Any notices required or desired to be given under this contract shall be in writing may be (i) personally served, (ii) sent by certified mail, return receipt requested, or (iii) by

facsimile transmission. Any notice shall be addressed to the party to receive it at the following address or at such other address as the party may from time to time direct in writing:

To Windy City Amusements, Inc.
914 West Main St.
St Charles, IL 60174

To Sponsor:
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156

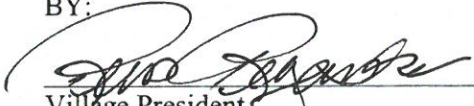
Personal Delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three days after deposit with the United States Postal Service. Facsimile notices shall be deemed given upon the date of transmission, provided that compliance is made with the remaining obligations of this Article 17.

IN WITNESS WHEREOF the parties have executed this contract as of the day and year above by the duly authorized representatives of the parties hereto.

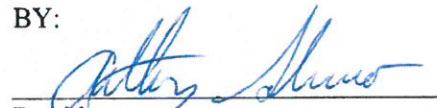
VILLAGE OF LAKE IN THE HILLS

WINDY CITY AMUSEMENTS, INC.

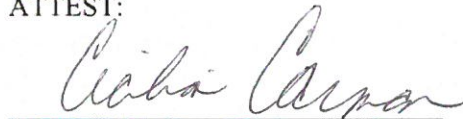
BY:


Village President


BY:


President

ATTEST:


Village Clerk

ATTEST:


Secretary



REQUEST FOR BOARD ACTION

MEETING DATE: September 10, 2019

DEPARTMENT: Police

SUBJECT: Resolution to Pursue a McHenry County Consolidated Law Enforcement Training Facility

EXECUTIVE SUMMARY

For the past few years, the department has participated in discussions with other McHenry County police agencies about developing a consolidated training facility that includes a firearm range. No agency in McHenry County has an indoor firearm range for officer training and firearm qualification.

This draft resolution outlines our intention of pursuing the possibility of a McHenry County consolidated law enforcement training facility. A county-wide training facility has the potential of more efficient and effective means of education and experience for all law enforcement officers. Centralizing training methods have the added benefit of inter-agency cooperation where every officer is taught the same techniques and would work seamlessly together in the event of a mutual aid call.

The resolution outlines the next steps in the pursuit of this project. The current emphasis will be on identifying resources, including shared staff and facilities.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Resolution Pursuing a McHenry County Consolidated Law Enforcement Training Facility

RECOMMENDED MOTION

Motion to approve the resolution and continue exploring the benefits of a McHenry County consolidated law enforcement training facility.

VILLAGE OF LAKE IN THE HILLS

RESOLUTION NO. 2019- _____

**RESOLUTION PURSUING A MCHENRY COUNTY
CONSOLIDATED LAW ENFORCEMENT TRAINING FACILITY**

WHEREAS, McHenry County law enforcement agencies have a need to properly train agency personnel in critical training such as: firearms proficiency, rapid deployment, defensive tactics and use of force;

WHEREAS, The Illinois Police Training Act (50 ILCS 705/) sets minimum requirements for police officer training and firearm qualification;

WHEREAS, not one law enforcement agency in McHenry County has an indoor firearms range;

WHEREAS, every agency, except for the McHenry County Sheriff's Office is dependent on another entity for their firearms training;

WHEREAS, McHenry County agencies have the desire to work collectively across political boundaries in order to optimize the delivery of vital services in high-quality, cost-effective ways;

WHEREAS, McHenry County agencies have the desire to improve efficiency, reduce duplication of services and encourage resource sharing;

WHEREAS, McHenry County agencies have the desire to explore ways in which working together as opposed to working independently can eliminate inefficient or duplicative services;

WHEREAS, McHenry County agencies have the desire to explore ways to make use of existing facilities to achieve economies of scale;

WHEREAS, McHenry County agencies have the desire to provide career-long training to law enforcement professionals to help them fulfill their responsibilities safely and proficiently.

NOW, THEREFORE, BE IT RESOLVED, by the undersigned Corporate Authorities that their respective staff employees do the following:

1. Identify ways to be more efficient with the resources at hand, including sharing staff and pooling resources with neighboring jurisdictions to create more effective law enforcement training operations.

2. Analyze how to organize law enforcement training services in the most logical way countywide, rather than have them constrained by jurisdictional or area limits.
3. Explore ways to make use of existing qualified law enforcement personnel and facilities countywide to achieve economies of scale.
4. Explore the quantitative and qualitative benefits from a McHenry County consolidated law enforcement training facility model, including the efficiencies inherent in shared services, higher quality training, and improved interoperability.
5. Jointly pursue and evaluate the possibility of an intergovernmental agreement between the undersigned entities establishing a consolidated training facility which includes a firearm range.

Passed this 12th day of September 2019 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 12TH DAY OF SEPTEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: September 10, 2019

DEPARTMENT: Police

SUBJECT: Chicago Field Division Rockford Resident Office FY2020 Cooperative State and Local Agreement Lake in the Hills Police Department

EXECUTIVE SUMMARY

The U.S. Drug Enforcement Administration (DEA) leads the battle against the use of illegal drugs in the United States. The DEA Rockford Cooperative Task Force oversees drug enforcement efforts in fourteen counties in Northwestern Illinois including McHenry County. The DEA Task Force partners with state and local law enforcement agencies to conduct comprehensive drug investigations. The advantages of this partnership are increased manpower for drug investigations, expanded jurisdictional reach, close coordination between all law enforcement officials, and sharing resources. This increases the investigative ability of the department and highlights the department's dedication to combat the drug problem locally, by actively participating in drug investigations in and around Lake in the Hills.

The department has been a member of the DEA Rockford Cooperative Task Force since January of 2015. The officer assigned to this duty is assigned on a fulltime basis to the McHenry County Sheriff's Police Narcotics Task Force. This replaces the 2019 agreement and will cover October 1, 2019, until September 30, 2020.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Chicago Field Division Rockford Resident Office FY2020 Cooperative State and Local Agreement Lake in the Hills Police Department

RECOMMENDED MOTION

Motion to approve the agreement between the Lake in the Hills Police Department and the DEA Rockford Cooperative Task Force.

**CHICAGO FIELD DIVISION
ROCKFORD RESIDENT OFFICE
COOPERATIVE STATE AND LOCAL AGREEMENT
LAKE IN THE HILLS POLICE DEPARTMENT**

This agreement is made this 1st day of October, 2019, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Lake in the Hills Police Department (hereinafter "LITHPD") ORI# IL0560900. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of, the parties hereto agree to the following:

1. The Rockford Resident Office (RRO) Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Illinois.
2. To accomplish the objectives of the Task Force, the LITHPD agrees to detail one experienced officer to the RRO Task Force for a period of not less than two years. During this period of assignment, the LITHOD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The LITHPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The LITHPD officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the RRO Task Force, DEA will assign five (5) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. The LITHPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

7. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2020. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by LITHPD during the term of this agreement.

For the Drug Enforcement Administration:

Brian M. McKnight
Special Agent in Charge

Date: _____

For the Lake in the Hills Police Department:

David Brey
Chief of Police

Date: _____



REQUEST FOR BOARD ACTION

MEETING DATE: September 10, 2019

DEPARTMENT: Police

SUBJECT: FARO Zone 3D Visionary Software Indemnification

EXECUTIVE SUMMARY

The department uses FARO Zone 3D Visionary software for incident reconstruction of traffic accidents and crime scenes. Page 4, paragraph 8 in the Standard Terms and Conditions of Sale is an indemnification clause requiring Board approval. The terms are for one year starting October 31, 2019, to October 30, 2020.

FINANCIAL IMPACT

The total renewal price is \$429 with funds available in the 2019 budget for the purchase.

ATTACHMENTS

1. Faro Standard Terms and Conditions of Sale

RECOMMENDED MOTION

Motion to approve and authorize the Chief of Police to execute the Faro Standard Terms and Conditions of Sale.



FARO Technologies Inc
250 Technology Park
Lake Mary FL 32746-7115
Phone No: (888)569-7891
Fax No:
Email: Munindra.Kumar@faro.com

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

Quotation No: 20294340
Quote Date: 08/22/2019
Expiration Date: 09/21/2019
Regional Manager: Jeannie Morelle
Account Manager: Munindra Kumar
Sales Support: Munindra Kumar
Ship: Immediately
Payment Terms: Net due in 30 days
with approved credit
Delivery Terms: EXW Destination
Delivery Date: 4-6 Weeks

Bill To :
Lake in the Hills Police Dept
1115 Crystal Lake Rd
Lake In The Hills IL 60156-3315
US

Ship To :
Lake in the Hills Police Dept
Chris Miller
1115 Crystal Lake Rd
Lake In The Hills IL 60156-3315
US

Qty	Item No.	Description	Unit Price	Ext. Price
1	SMA51001-R	FARO Zone 3D Maintenance Renewal FARO Zone 3D annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for one (1) year. Customer must be on the most current software release to purchase this plan.2040714834 10/31/2019 - 10/30/2020	429.00	429.00

Order Total: 429.00
Shipping Total: 0.00

Total in USD: 429.00

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Additional Information

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. FARO Approved Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO/IEC 17025:2005 for USB Arms, Bluetooth Gage, Gages, 3D Imager, LLP and Laser Trackers. Our capabilities are listed on our ISO/IEC 17025:2005 Scope of Accreditation and might vary by location. The scope of each location can be accessed from the FARO website.

CALIBRATION STANDARDS

USB Arms and Bluetooth Gage are calibrated in accordance with ASME B89.4.22-2004.

Other Gage Models are calibrated in accordance with ISO 10360-12:2016.

3D Imager are calibrated in accordance with VDI/VDE 2634-2:2012.

Laser Trackers are calibrated in accordance with B89.4.19-2006* as requested by the Customer.

*Part # 960-02589 - System Calibration is an additional calibration process to our Part # ACC-00 - Standard Calibration.

Quantum S/M Arms are calibrated in accordance with ISO 10360-12:2016.

DECISION RULE

For B89 Calibration, FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified."

For ISO 10360-12:2016 Calibration, FARO follows this Standard's recommendation, Introduction Clause, in the application of the decision rule to testing results. This clause states that "the default decision rules given in ISO 14253-1 apply to specifications made in accordance with this part of ISO 10360, unless otherwise indicated." The relevant decision rule in ISO 14253-1:1998 is given in Clause 5.2, "Rule for proving conformance with specifications." FARO also follows this decision rule according to the recommendation of VDI/VDE 2634-2:2012, Annex 4.3.5.

CUSTOMS and EXPORT CONTROL

Deliveries of these goods/products, software, technologies, know-how-transfer to other countries (e.g. embargos) or to other receivers can be subject to authorization or may be prohibited. US-origin goods/products, software, technologies, know-how-transfer or products which include 10/25 % US- origin, are liable to US-Export-Administration Regulations and could be subject to authorization or may be prohibited.

STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale are the only terms and conditions, oral or written, applying to the sale of equipment, Software, other products or services ("Product") to Purchaser from FARO Technologies, Inc. ("FARO"), its affiliates, subsidiaries and related companies except for additional terms consistent with these standard terms and conditions on prices, quantities, delivery schedules, and the description of the Products as set forth in an order or quotation issued by FARO or approved by FARO (each, an "Order"). FARO hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acceptance, acknowledgement, invoice, transmittal or other document and FARO's acceptance of any Order is expressly made conditional on Purchaser's acceptance of these standard terms and conditions. FARO's failure to object to any provision contained in a document or communication from Purchaser shall not be a waiver of these standard terms and conditions. If any conflict exists between local law and any section of these terms and conditions, the local law shall apply and replace only that section.

ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS AND ANY ORDER, BOTH OF EITHER OF WHICH MAY BE DELIVERED TO PURCHASER IN ELECTRONIC FORM BY FARO, SHALL BE DEEMED TO HAVE OCCURRED UPON THE EARLIER OF EXECUTING OR ACCEPTING THESE STANDARD TERMS AND CONDITIONS OR TAKING DELIVERY OF ANY PRODUCTS. ANY DEVIATION FROM, OR EXCEPTIONS TO, THESE TERMS AND CONDITIONS MUST BE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF FARO.

All capitalized terms used but not defined in the body of this document are defined in Section 10.00 (Definitions).

1.0 Payment of Purchase Price

- 1.1 Subject to credit approval by FARO and except as otherwise expressly set forth in an Order, the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO's invoice. If FARO determines not to extend credit to Purchaser, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment. FARO shall be entitled to issue an invoice upon shipment of Product. FARO has the right to charge interest on late Purchase Price payments at a rate of 1.5% per month (18% per annum).
- 1.2 Purchaser shall also pay FARO for any and all governmental taxes, charges or duties of every kind (excluding any tax based upon FARO's income) that FARO may be required to pay with respect to the production, transportation, export, import, storage, delivery, purchase, sale, or use of Product. Purchaser shall provide FARO, on request, with properly completed exemption certificates for any tax or duty from which Purchaser claims an exemption.
- 1.3 Purchaser grants to FARO a security interest in all Product sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement or by other filings, registrations, or notices as may be required. Any such security interest will remain in effect until FARO has received payment in full of the Purchase Price together with interest on any late Purchase Price payments.
- 1.4 If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, FARO shall, at its sole option, have the right to the following remedies, which shall be cumulative and not alternative, and which are not exclusive:
 - a.) the right to cancel the Order and enter Purchaser's premises to re-take possession of Product, in which event Purchaser agrees that any down payment or deposit for Product shall be forfeited to FARO as liquidated damages and not as a penalty, and all costs incurred by FARO in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon written demand;
 - b.) the right to enter Purchaser's premises and remove any Software, components of Product or other items necessary to render Product inoperative;
 - c.) the right to withhold all services which would otherwise be required to be provided by FARO pursuant to the Warranties set out in Section 4.00 (Warranties and Exclusions; Exclusive Remedies and Disclaimers) hereof;
 - d.) the right to terminate any existing Software license agreement with Purchaser; and
 - e.) the right to pursue any other available remedy, including without limitation suing to collect any remaining balance of the Purchase Price (i.e., accelerate the payment of the Purchase Price, causing the entire balance to immediately become due and payable in full).
- 1.5 Except as expressly set forth in Section 4.06 (Factory Repairs), FARO does not permit returns on any Products shipped. In addition, FARO does not permit returns of Software delivered digitally, including Software downloaded by Purchaser or Software activated by a product key received by Purchaser via electronic mail, flash drive, memory card, or similar type of electronic delivery system.
- 1.6 No waiver by FARO of its rights under these terms and conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by FARO from Purchaser shall be applied pro rata against the cost of each Product rather than being applied to the Purchase Price of any Product.
- 1.7 Purchaser shall pay FARO all costs and expenses of collection, suit, or other legal action to enforce the Order, including, but not limited to, all actual attorneys' and paralegal fees and collection costs. FARO may assign any cause of action that it has against Purchaser without Purchaser's consent.

2.0 Delivery and Transportation

- 2.1 Delivery dates set forth in the Order are estimates and not guarantees and are based upon conditions at the time such estimate is given.
- 2.2 FARO shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from delivery of Product past the estimated delivery date. If Product is not delivered within 90 days of the estimated delivery date, Purchaser's sole remedy shall be to cancel the Order and to recover from FARO, without interest or penalty, the amount of the down payment or deposit and any other part of the Purchase Price which has been paid by Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where delayed delivery is due to a Force Majeure Event (as defined in Section 9.01 (Force Majeure/ Entire Agreement / Governing Law / Miscellaneous)). Any delays resulting from a Force Majeure Event shall extend estimated delivery dates by the length of such delay.
- 2.3 If there is a shortage of Product, excessive demand for Product, or any other reason for which FARO is unable to supply the full amount of Product specified in Purchaser's Order, FARO reserves the right to allocate its available supply of Product among its customers and distributors. The allocation of Product shall be in such a manner and in such amounts as FARO determines in its sole discretion.
- 2.4 Responsibility for all costs and risks in any way connected with the storage, transportation, and installation of Product shall be borne entirely by Purchaser. If any disagreement arises as to whether or not damage to Product was in fact caused in storage, in transit, or on installation, the opinion of FARO's technical advisors, acting reasonably, shall be conclusive.
- 2.5 Unless otherwise agreed to by FARO in an Order, Product shall be delivered by FARO at FARO's premises EXW (Ex Works) as defined in Incoterms 2010.

3.0 Installation, Operator Training and Maintenance

- 3.1 Purchaser shall be responsible for installation of Product, including, without limitation, the preparation of its premises, the uncrating of Product, and setting up of Product for operation.
- 3.2 Subject to Section 4.00 (Warranties and Exclusions; Exclusive Remedies and Disclaimers), Purchaser shall be responsible for all maintenance of Product.
- 3.3 FARO shall invoice training with other Products set forth in the Order, if applicable. Purchaser shall have six (6) months from the date of invoice ("Training Period") to complete training. If training is not completed within the Training Period, FARO may refuse to conduct training at its discretion. Any training not completed within the Training Period is forfeited by the Purchaser.
- 3.4 Understanding that training is invoiced upon ordering the training and paid in advance, there may be additional penalties for changing training dates in some circumstances. Purchaser may freely cancel or reschedule a confirmed training class with more than ten (10) working days' notice prior to the date of the scheduled training class at no additional cost. If the Purchaser cancels or reschedules a confirmed training class with less than ten working days' notice prior to the date of the scheduled training class, but prior to the date of training, Purchaser may be charged up to an additional fifty percent (50%) of the cost of training to reschedule. Rescheduling training on the date of training is not allowed. Any training that is not attended by Purchaser on the confirmed date of the training must be repurchased by Purchaser to be rescheduled.

4.0 Warranties and Exclusions; Exclusive Remedies and Disclaimers

- 4.1 Subject to Section 4.05, FARO warrants that any Product (but excluding Software and services) shall be free from material defects in workmanship or material under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will operate in an uninterrupted or error free manner.
- 4.2 Subject to Section 4.05, FARO warrants that any Software shall operate substantially according to written user documentation provided by FARO. FARO makes no warranty that any Software will operate in an uninterrupted or error free manner.
- 4.3 The warranties set out in paragraphs 4.01 and 4.02 above (together, the "Warranties") shall expire one (1) year after the day that the Product is shipped from FARO (the "Warranty Period"), at the end of the month during which the Product is shipped.
- 4.4 To properly make a claim under the Warranties, Purchaser must deliver written notice of the claim to FARO during the Warranty Period, at FARO's contact information set forth on the Order, together with a description of such claim in reasonable detail. Within a reasonable time following receipt of such proper notice, FARO shall have Product diagnosed by its service personnel. Nothing herein contained shall be construed as obligating FARO to make service, parts, or repairs available for any claim reported after the expiration of the Warranty Period. If Product is determined by FARO, in its reasonable opinion, to be covered by and in breach of the Warranties, FARO will, as Purchaser's sole and exclusive remedy, repair or adjust Product to the extent determined by FARO to be necessary or, at the option of FARO, will replace Product with replacement Product, of equal or greater performance, or parts therefor at no cost to Purchaser, other than the cost of shipping Product to FARO pursuant to Section 4.06. If Product is determined by FARO, in its reasonable opinion, not to be covered by or not to be in breach of the Warranties, Purchaser shall pay the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation. As for such additional needed repairs, FARO shall quote Purchaser for such, which Purchaser can choose or reject such service at its discretion, and return shipping to Purchaser will be at Purchaser's cost and expense.
- 4.5 The Warranties shall not apply to or cover:
 - a.) Any defects in any component of a Product if, in the reasonable opinion of FARO, (i) Product has been improperly stored, installed, operated, or maintained; (ii) the defect was caused by or relates to misuse or extraordinary use of Product, or to use of Product outside the abilities for which Product was designed and manufactured; (iii) Purchaser has permitted unauthorized modifications, additions, deletions, adjustments and/or repair to any Software, hard drive structure, or content, or any other part of Product, or which might otherwise affect Product; or (iv) the defect was caused by, or repairs are required as a result of, causes external to FARO workmanship or the materials used by FARO. As used herein, "unauthorized" means that which has not been approved and authorized by FARO in writing.
 - b.) Minor preventive and corrective maintenance, including, but not limited to, replacement of fuses, fan filter cleaning and system clock battery replacement.
 - c.) Any Product or component which was sold or transferred to any party other than the original Purchaser unless transferred in accordance with Section 4.11 or FARO's prior express written consent is obtained.
 - d.) Any defect in or related to Product which FARO cannot duplicate with reasonable effort.
 - e.) Any defect in or related to Product caused by materials, including hardware, software, or data not supplied by FARO.
 - f.) Any defect caused or resulting from accident; physical, electrical or magnetic stress; failure of electric power, air condition or environmental controls; or use in or with defective or non-compatible equipment, hardware, software or data.
 - g.) Any defect or problem caused by changes in the operating characteristics of computer systems, hardware, or software developed after Product is delivered.
 - h.) Any Product exported by Purchaser outside of the country of purchase.
 - i.) Any demonstration or used Product.
 - j.) Any services of FARO. ALL SERVICES OF FARO ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.
 - k.) Any Third-Party Product sold or included with the Products. Such Third-Party Products are provided with the manufacturer's warranties, if any, which FARO is permitted to pass on to Purchaser. OTHERWISE, SUCH THIRD-PARTY PRODUCTS ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.
- 4.6 **Factory Repairs**
 - a.) Purchaser agrees to ship Product to FARO in the original packing container.
 - b.) Shipping charges due by Purchaser exclude brokerage fees, duties, taxes and VAT.
 - c.) IF PRODUCT IS UNDER STANDARD WARRANTY: Purchaser agrees to ship Product to FARO at Purchaser's sole cost and expense. FARO will return the repaired or replacement Product to Purchaser at FARO's sole cost and expense.
 - d.) IF PRODUCT IS UNDER A SEPARATE PREMIUM SERVICE PLAN: When practical, as determined by FARO in its sole discretion, and subject to availability, FARO will make available to Purchaser substitute component parts or substitute Product, of equal or better performance ("Temporary Replacements"), as appropriate, while Purchaser's Product is undergoing repair. Shipping charges for these Temporary Replacements will be the responsibility of FARO.
 - e.) IF PRODUCT IS NOT UNDER ANY WARRANTY: Purchaser shall be responsible for the cost of any repair or replacement of any part, Software or Product, together with all shipping charges related to such repair or replacement. All charges shall be estimated and prepaid by Purchaser to FARO prior to commencement of repairs.
- 4.7 FARO may utilize new or refurbished components of Product to perform any Warranty service.

- 4.8 Purchaser's sole and exclusive remedy, and FARO's sole and exclusive liability hereunder, with respect to breach of warranty relating to any Product, consists of the obligation to repair, adjust, or replace Product, with a similar or newer product, as provided in Section 4.04.
- 4.9 **DISCLAIMER OF WARRANTIES.** THE WARRANTIES SPECIFIED IN THIS SECTION 4.00 ARE THE COMPLETE WARRANTIES BETWEEN FARO AND PURCHASER. THEY SUPERSEDE ALL PROPOSALS, PROMOTIONS, ADVERTISEMENTS, REPRESENTATIONS, OR PRIOR WARRANTIES, VERBAL OR WRITTEN, AND ANY COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4.00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.
- 4.10 FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promise on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding upon FARO.
- 4.11 The Warranties extend only to Purchaser and are transferable by Purchaser only under the following conditions:
- Product is currently within the Warranty Period;
 - The new owner is, or becomes, a Certified User; and
 - FARO Customer Service is informed of and approves of the transfer.
- 4.12 All claims under the Warranties must originate with Purchaser, or any subsequent owner that becomes a Certified User approved by FARO Customer Service, and Purchaser will indemnify, defend and hold FARO harmless from any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third-party.
- 4.13 PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWN KNOWLEDGE OF THE USES TO WHICH PRODUCT WILL BE PUT. FARO SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.
- 4.14 FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by applicable federal, state or local law.
- 5.0 Limitations of Liability**
- 5.1 In no case shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from the Product or inability to use Product, increased operating costs, loss of production, loss of profits or revenues, loss of software or data, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as when Temporary Replacements are provided per Section 4.06(d)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive, and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from the Product, or test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save FARO harmless from any such claims made by third parties.
- 5.2 FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the Purchase Price received by FARO for the Product to which such liability relates. In all cases, FARO's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to FARO under such Order.
- 5.3 The limitations of liability in this Section apply even if FARO had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that FARO has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions and that the same form an essential basis of the bargain between the parties.
- 6.0 Design Changes**
- 6.1 Product is subject to changes in design, manufacture and programming between the date of the Order and the actual delivery date. FARO reserves the right to substitute similar products of the same value without prior notification to the Customer.
- 6.2 FARO reserves the right to implement such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.
- 7.0 Intellectual Property**
- 7.1 As between FARO and Purchaser, FARO owns all ownership in all FARO Intellectual Property, and Purchaser shall not own or acquire any right, title or interest in any FARO Intellectual Property. FARO grants Purchaser only a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.
- 7.2 Purchaser acknowledges and agrees that the Products (including Software) contains trade secrets, confidential, and proprietary information of FARO and shall maintain all Products (including Software) as confidential and proprietary information of FARO. Purchaser shall use no less than the same degree of care to avoid misuse or improper disclosure of the trade secrets, confidential, and proprietary information of FARO than Purchaser uses with respect to its own similar information, which shall be no less than a reasonable degree of care. Purchaser shall not, in whole or in part, reproduce or duplicate (other than that which is necessary and incidental to the ordinary use of the Software in compliance with these terms and conditions or for purpose of making one (1) archival or back-up copy of the Software) alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection with a service bureau or to provide services to others, in any manner the Products (and Software), in whole or in part, or permit access to or use thereof by any third-party.
- 7.3 Purchaser acknowledges that any unauthorized use of the Products (and Software), or any right therein, will result in irreparable harm to FARO, and that FARO shall be entitled to damages, lost profits, attorneys' fees, costs, expenses, and injunctive relief, including without limitation temporary restraining orders, preliminary injunctions, and permanent injunctions from any such unauthorized use.
- 7.4 Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by FARO in connection with the Software.
- 8.0 Indemnification**
- 8.1 Purchaser shall defend, indemnify, and hold harmless FARO against all claims, losses, liabilities, damages, costs, and expenses either (a) on account of any damage to property or injury or death of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser; (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule, or regulation
- 9.0 Force Majeure/ Entire Agreement / Governing Law / Miscellaneous**
- 9.1 FARO shall not be liable for any loss, damage, detention, or delay due directly or indirectly to any cause beyond FARO's control (a "Force Majeure Event"), including, without limitation, compliance with any rules, regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.
- 9.2 These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject to such Order. There are no representations or warranties by FARO, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between FARO and Purchaser with respect to such Order.
- 9.3 No representative of FARO has any authority to modify, alter, delete, or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.
- 9.4 For Orders in the United States, the terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations in the United States of America shall be in the United States District Court for the Middle District of Florida, Orlando Division.
- 9.5 For Orders in the European Union, these terms shall be subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods, and the exclusive place of jurisdiction for all disputes between FARO and Purchaser shall be the city of FARO's registered office within the country.
- 9.6 For Orders outside of the United States of America and the European Union, these terms shall be governed by local law, and the exclusive place of jurisdiction for all disputes between FARO and Purchaser shall be the city of FARO's registered office in country or, if no registered office exists, the city of the agent of FARO within the country.
- 9.7 These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.
- 9.8 If any provision of these terms and conditions or the Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these terms and conditions and the Order shall remain in full force and effect. Any provision of these terms and conditions or the Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 9.9 FARO AND PURCHASER HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE ORDER OR THESE TERMS AND CONDITIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT, OR ACTION RELATED THERETO OR HERETO.
- 9.10 Any claim, action, suit or other proceeding initiated by Purchaser in connection with any Product must be brought within one year after delivery to Purchaser of the applicable Product to which such claim, action, suit, or other proceeding relates.
- 9.11 Purchaser agrees to comply with all applicable law. Purchaser shall not export or re-export any Product in violation of applicable export control law, rules or regulations. Deliveries of these goods, products, Software, technologies or know-how-transfer to countries outside the country of sale or to third parties are subject to authorization by FARO or may be prohibited. U.S.-origin goods, products, software, technologies or know-how-transfer which are of at least ten percent (10%) U.S.-origin are liable to U.S. Export Administration Regulations and export outside the country of sale may be prohibited. All export control obligations associated with a resale shall be borne by the exporter.
- 10.0 Definitions**
- 10.1 "Certified User" means any person who has completed at least one full session of product-specific training for Product.
- 10.2 "FARO" and "FARO Customer Service" means FARO Technologies, Inc.
- 10.3 "FARO Intellectual Property" means all intellectual property rights relating to any Product, including without limitation, patents, copyrights, trademarks, trade secrets, and know-how, and any derivative works, improvements, modifications, repairs, maintenance, enhancements, and updates of any Product.
- 10.4 "Purchaser" means the party buying Product and who is legally obligated under the Order.
- 10.5 "Software" means all computer programs, disk drive directory organization and content, including without limitation the devices containing such computer programs, disk drive directory organization, and content, sold pursuant to the Order.
- 10.6 "Purchase Price" means the agreed-upon price of Product set forth in the Order.
- 10.7 "Third-Party Product" shall mean any equipment, products, Software, or services of a third-party that FARO sells or makes available to Purchaser under an Order.



REQUEST FOR BOARD ACTION

MEETING DATE: September 10, 2019

DEPARTMENT: Public Works

SUBJECT: Request to waive the competitive bidding requirements and award a contract for the Well 6 Design/Build Project, and purchase commodities to be installed by Village Staff

EXECUTIVE SUMMARY

Last year, staff presented a plan for a multi-year water treatment facility upgrade project for each of the eight Village well houses. In 2018, the Village completed a design/build project for Well 14 on McPhee Drive, and again earlier in 2019 at the Well 12 water treatment plant on McKenzie Drive. The projects brought much needed controls and process upgrades to the aging systems at Wells 14 and 12. Both projects were completed on time and within budget.

Earlier this year, staff met with representatives from Baxter & Woodman/Concentric Integration ("Concentric Integration"), the Village water resources and controls engineer, to design the Well 6 improvements that are budgeted in FY19. Similar to the upgrades performed at Wells 14 and 12, the Well 6 project consists of two components; upgrading the SCADA system controls, and replacing and upgrading the mechanical valves and actuators. During the design discussions for Well 6, staff determined there was an opportunity to reduce the cost by splitting the project, allowing Concentric Integration to replace the SCADA system controls componentry, and purchasing the mechanical valves and actuators through a competitive bid process and installing them with in-house staff. This was successful at Well 12 and will be repeated at Well 6 at a significant savings to the Village. The Concentric Integration portion of the project has been priced at \$69,660.00.

In order to procure the valves and actuators that will be installed by in-house water division staff, a Request For Proposal (RFP) was authored by Village staff and in August, the RFP invitation was sent to 18 water system part supply vendors, posted on the Village's website, and published in the Northwest Herald. On August 19, one submittal was received from Core and Main of Carol Stream, IL, in the amount of \$30,722.00. After the RFP opening, Village staff contacted several water part supply vendors to inquire as to why they did not participate in the RFP. The most common response that the vendors provided to Village staff was that they were not able to provide valves and actuators that met the requirements of the RFP. Nevertheless, the valves and actuators specified in the RFP are necessary for the facility upgrade project and Village staff recommend that the Village Board approve the purchase of valves and actuators from Core and Main in the amount of \$30,722.00.

FINANCIAL IMPACT

The Village's 2019 budget includes \$25,000.00 for professional engineering oversight and \$250,000.00 for the electrical and mechanical componentry upgrade work for both Wells 12 and 6, or \$137,500.00 per treatment facility. If approved, the contract with Concentric Integration would be in the amount of

\$69,660.00 and the Core and Main commodities would cost \$30,722.00 for a total cost of \$100,382.00, which is \$37,118.00 under the \$137,500 budget.

ATTACHMENTS

1. Recommendation Memo
2. Concentric Integration Proposal
3. RFP Results – Purchase of Valves and Actuators
4. Capital Asset Form

RECOMMENDED MOTIONS

Motion to waive the competitive bidding requirement and award a contract to Concentric Integration, LLC for the SCADA system upgrade portion of the Well 6 Design/Build project in the amount of \$69,660.00.

Motion to approve the purchase of control valves and actuators from Core and Main in the amount of \$30,722.00.

Lake in the Hills Public Works Department

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Ryan McDillon, Water Superintendent
Date: August 27, 2019
Subject: Well 6 Design/Build Recommendation

It is my recommendation to contract with Baxter and Woodman/Concentric Integration (“Concentric”) on a design/build method of construction for the Well 6 treatment plant SCADA controls improvements for a cost of \$69,660.00. Concentric recently performed similar work on Wells 14 and 12 and my staff and I have been satisfied with the quality of work that was performed.

I also recommend purchasing valves and actuators from Core and Main to be installed by Village staff. By purchasing and installing all of the mechanical valves and eliminating the need for an outside contractor, the work can be completed in house for a significant reduction in overall cost.

Staff generated an RFP for the mechanical valves and actuators as a commodity purchase only. Core and Main was the lowest responsive bidder with a price of \$30,722.00. I estimate that performing the work in-house will take between 100 and 130 man-hours, for a total high-end labor cost of \$7,974.20 based on the reimbursable standard labor rate of a water operator.

If approved, the contract with Concentric Integration would be in the amount of \$69,660.00 and the Core and Main commodities would cost 30,722.00 for a total cost of \$100,382.00, which is \$37,118.00 under the \$137,500 budget.



August 6, 2019

Mr. Dan Kaup
Director of Public Works
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156

Subject: Well No. 6 Water Treatment Plant Rehab

Concentric Project Number: 190265.50

Dear Mr. Kaup:

The Village's Well #6 Water Treatment Plant (WTP) has served the Village well for years, but has several older, broken, unserviceable, and obsolete items that are all in need of repair. The two Programmable Logic Controllers (PLCs) running the plant are in "active mature" phase, in which very expensive replacement parts continually ratchet in price. Concentric recommends modernization to a current, more capable platform. The Village could elect to complete a traditional design-bid-build project for the improvements, but there is not a lot of detailed design that needs to be completed. Typically a project with a construction cost less than a million dollars is not likely to bring the type of competition required to get competitive pricing. In addition, the overhead of a general contractor is not necessarily required for the small, relatively simple work that needs to be accomplished at the WTP. Concentric Integration and Baxter & Woodman are recommending the Village consider a Design/Build project similar to the one we just completed at Well #14, except that at Well #6 the Village will handle replacement of valves, flow meters, and pressure transmitters internally. Concentric Integration will design and rehabilitate the SCADA control panel and the filter control panel.

Scope of Services

Project/Program Management

- Plan, schedule, and coordinate the activities that must be performed to complete the Project.

Instrumentation

Provide the following materials so that the Village can perform the following instrumentation work:





- Provide two (2) Siemens 8" MAG5100W magnetic flow meters for the following locations (one per location):
 - Raw Well Water Supply (with integral transmitter)
 - Includes grounding rings
 - High Service Pump Discharge (with integral transmitter)
 - Includes grounding rings
- Provide one (1) 3 phase surge suppressor for the distribution panel feeding the flow meter
- Provide one (1) 3 phase 30A circuit breaker for the surge suppressor in the distribution panel
- Provide one (1) Indicating Differential Pressure Transmitter for the Pressure Filter.
- Provide one (1) Indicating Pressure Transmitter for the System Pressure.

UPS/Utility Failover Configuration

- Provide receptacle, relay and wiring in each of two (2) PLC control panels to allow panels to operate normally on UPS power, but automatically switch to utility power if the UPS were to fail. Program local alarms to indicate failed status

Upgrade PLCs and Supervisory Control Panel (SCP) Operator Interface Terminal (OIT)

- Migrate existing Filter Control Panel (FCP) and Supervisory Control Panel (SCP) SLC-Series Programmable Logic Controllers (PLCs) with Allen-Bradley CompactLogix Series PLCs. Provide input/output modules to accommodate all existing inputs and outputs.
- Upgrade the existing PanelView display installed the main control panel with a current model PanelView Plus display. Migrate the existing PanelView application to the new PanelView Plus and test.
- Modify settings in the FCP PanelView display to allow communication over Ethernet to the new CompactLogix PLC.

Concentric Assumptions / Owner Responsibilities

- Any additional work related to the integration of new signals including, but not limited to, valve limit switches, pumps, etc, will be handled under a separate contract.
- Owner will be responsible for electrical disconnects of instrumentation, equipment to be replaced, and connections for new instrumentation and equipment (including flow meters, pumps, valve actuators, and pressure transmitters.)





- Owner will provide site access for installation, programming, and startup during Owner's normal business hours. Work beyond Owner's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
- Owner understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Owner to repair, as-needed, under a separate contract.
- Owner will dispose of/recycle any removed equipment.
- Owner will take final samples prior to putting plant back into service.

Project Schedule

Our estimated project schedule will be agreed upon at the project kickoff meeting.

Warranty

The warranty listed in the attached Standard Terms & Conditions document (Paragraph 13):

- DOES apply
- DOES NOT apply

Fee

Our fee for the above scope is a lump sum of \$69,660.

This agreement is valid for 90 days from the date of this proposal.

Terms & Conditions

Refer to attached Standard Terms & Conditions document.





Acceptance

If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
Automation Department Manager
MDK

Christopher T. Sosnowski, PE
President
CTS

VILLAGE OF LAKE IN THE HILLS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

Above signature implies acceptance of the attached **STANDARD TERMS & CONDITIONS**





Standard Terms & Conditions

1. The submitted proposal and these Standard Terms & Conditions constitute and are herein referred to as the Agreement.
2. Concentric Integration, LLC is herein referred to as Concentric, and the party with whom Concentric is entering into this Agreement with is herein referred to as Owner.
3. Concentric may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Owner upon receipt of Concentric's invoice for services. Payments to Concentric after sixty (60) consecutive calendar days from the date of Concentric's invoice for services shall include an additional late payment charge computed Owner an annual rate of twelve percent (12%) from date of Concentric's invoice; and Concentric may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until Concentric has been paid in full all amounts due for services, expenses, and late payment charges.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the Owner may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, Concentric shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the Owner shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by Concentric.
5. Concentric agrees to hold harmless and indemnify the Owner and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by Concentric's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the Owner or other consultants, contractors or subcontractors working for the Owner, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Concentric and the Owner they shall be borne by each party in proportion to its negligence.
6. The Owner acknowledges that Concentric is a Limited Liability Company and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The Owner and Concentric agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the project, Concentric shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from Concentric's negligence in the performance of services under this Agreement. The Owner shall be named as an additional insured on Concentric's general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

Workers Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim / \$2,000,000 aggregate	Professional Liability:	\$5,000,000 per claim
Automobile Liability:	\$1,000,000 combined single limit		\$5,000,000 aggregate
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Concentric and their owners, officers, directors, employees, agents, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of Concentric or their officers, directors, employees, agents or any of them, hereafter referred to as the "Owner's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to Concentric by their insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Concentric's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. Concentric is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.
11. The Owner may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by Concentric. If such changes cause an increase or decrease in Concentric's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by Concentric shall be furnished without the written authorization of the Owner.
12. All Drawings, Custom Developed Applications, and other documents prepared or furnished by Concentric pursuant to this Agreement are instruments of service in respect to the project, and Concentric shall retain the right of reuse of said documents and electronic media by and at the discretion of Concentric whether or not the project is completed. Electronic copies of Concentric's documents for information and reference in connection with the use and occupancy of the project by the Owner and others shall be delivered to and become the property of the Owner; however, Concentric's documents are not intended or represented to be suitable for reuse by the Owner or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by Concentric for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Concentric, and the Owner shall indemnify and hold harmless Concentric from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
13. Concentric warrants that the services provided for under this Agreement will be completed in a good and workmanlike manner in accordance with applicable codes, ordinances, regulations or other legal Owner. For a period of one (1) year after the Owner receives beneficial use of the installation, Concentric will provide a limited warranty to the Owner for any defect due to improper materials or workmanship supplied by Concentric. Any such warranty provided to Owner shall be provided by Concentric without expense to the Owner for the one (1) year period described herein. **CONCENTRIC'S WARRANTY IS A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF BENEFICIAL USE OF THE INSTALLATION.** This warranty is limited to only defects in material and workmanship on products purchased and fully installed by Concentric and excludes defects caused by improper use, abuse, accident, acts-of-God (including but not limited to lightning), alteration, or other conditions beyond Concentric's control, as determined by Concentric, and all manufacturer's products or workmanship as covered by their respective warranties. For manufacturer's products or workmanship, Concentric will deliver to Owner all manufacturers' warranties of products. **IN CONSIDERATION OF THE LIMITED WARRANTY CONTAINED HEREIN THE OWNER AGREES AND ACKNOWLEDGES THAT SUCH WARRANTY REPLACES ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY**



WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Concentric's warranty is limited to repair or replacement of a defective product without cost to the Owner. OWNER WAIVES ALL CLAIMS TO INCIDENTAL OR CONSEQUENTIAL DAMAGES. This limited warranty extends only to the Owner and not to subsequent buyers/owners. Owner must give written notice of a defect within the one (1) year warranty period described above. In the event of any dispute between the Owner and Concentric, such dispute shall be resolved in accordance with these Standard Terms & Conditions and the Agreement.

14. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
15. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.



LAKE IN THE HILLS PUBLIC WORKS DEPARTMENT

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Ryan McDillon, Water Superintendent
Date: August 19, 2019
Subject: Purchase of Valves and Actuators for Well 6 RFP Results

The Public Works Department received and opened one RFP submittal today at 10:00 a.m. for the Purchase of Valves and Actuators for Well 6 RFP. Steve Pollock from Dorner attended as did Peter D'Agostino, Ryan McDillon, and Stephanie Raupp from the Village of Lake of the Hills. Peter D'Agostino read the RFP bid amount:

COMPANY	BID
Core and Main (Carol Stream, IL.)	\$30,722.00

The RFP opening concluded at 10:07 a.m. Village staff will review the RFP submittal and plan to make a recommendation to the Village Board of Trustees at the September 10, 2019 Committee of the Whole Meeting.

CAPITAL ASSET REQUEST FORM

FUND:	Water O&M
DEPARTMENT:	Public Works
DIVISION:	Water

NAME OF ASSET OR PROJECT TITLE:

Well 6 Improvements

TOTAL EXPECTED COST:

\$125,000.00

DESCRIPTION:

Well 6 Improvements

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: Well 6 is the oldest active facility on the Village potable water system and is one of only two facilities on the low pressure side of the Village. As such, it is a critical piece of the water treatment system. Much of the Well 6 process equipment is in need of several improvements including valve, SCADA and electrical upgrades.
- 2: The Well 6 componentry is mostly original to the treatment plant and has reached the end of its useful life. The plant did have minor upgrades installed in 2005, but overall requires extensive maintenance and has become laborious to maintain. Staff has identified which pieces of the process equipment needed to be replaced this year.

- 3: This project will include needed upgrades to the electrical, SCADA, and new K-tork style valves to improve communications and operational efficiency.





INFORMATIONAL MEMORANDUM

MEETING DATE: September 10, 2019
DEPARTMENT: Community Services
SUBJECT: Sign Ordinance Survey

EXECUTIVE SUMMARY

Attached are the results of the survey of opinions related to the Sign Section of the Zoning Ordinance. The survey was initially announced through a press release that was published and e-mailed to all registered businesses in the Village. This was later followed up with a notice e-mailed by the Chamber of Commerce and direct phone calls to 20 businesses based on prior interest in the subject, location, and staff size. The survey closed September 3 with 90 participants.

The results are separated into the five groups of respondents as they identified themselves.

- Business Owner (39 respondents for 43%)
- Business Property Owner (5 respondents for 6%)
- Developer or Real Estate Professional (5 respondents for 6%)
- Resident (30 respondents for 33%)
- Other (11 respondents for 12%)

Here is a quick summary of some of the results.

- Businesses would like to see an easing of the restrictions on temporary signage.
- Residents want to maintain the uncluttered appearance of the community.
- Mixed response to restrictions on special wall signs, pennants & banners, window signs, and how much action (blinking, flashing or movement) to allow for LED message boards.
- General agreement to continue prohibitions on off-property advertising signs, inflatables, and human signs.
- General agreement to allow perforated vinyl window coverings and LED message boards.

The results will be passed on to the Planning and Zoning Commission for their consideration in developing changes to the Zoning Ordinance. Staff anticipates a public hearing on a text amendment before the end of the year. Staff requests any input you want to provide the Commission before they start action on revisions.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Results from Business Owners
2. Results from Business Property Owners
3. Results from Developers or Real Estate Professionals
4. Results from Residents
5. Results from the Category entitled Other
6. Comments Provided to Sign Ordinance Survey

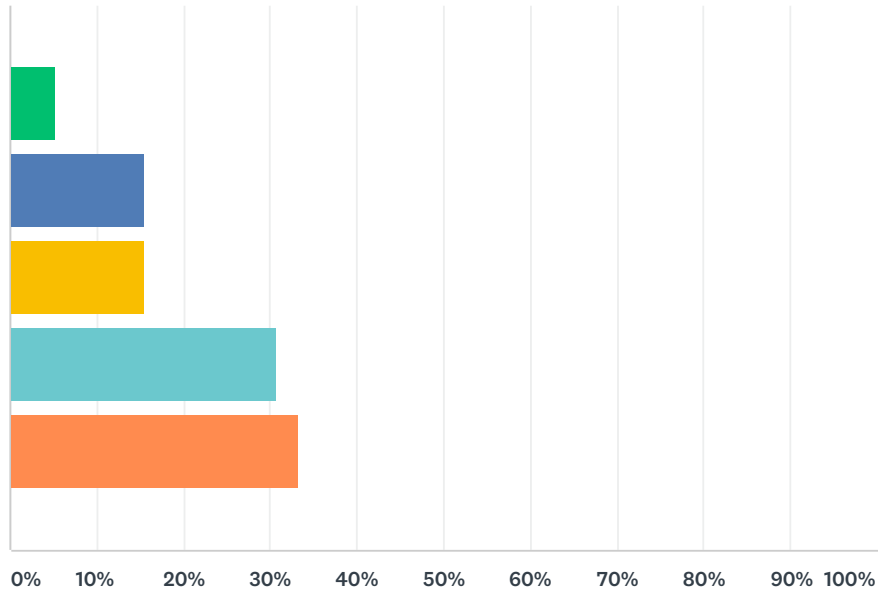
SUGGESTED DIRECTION

Provide desired direction to be passed on to the Planning and Zoning Commission when considering changes to the existing Sign Section of the Zoning Ordinance.

LITH Sign Ordinance Changes
Results From Business Owners

Q1- Some temporary signs (such as "A" Frame ,sandwich, feather banners, and mobile billboards) are currently prohibited within the Village.
How do you feel about these prohibitions?

Answered: 39 Skipped: 0



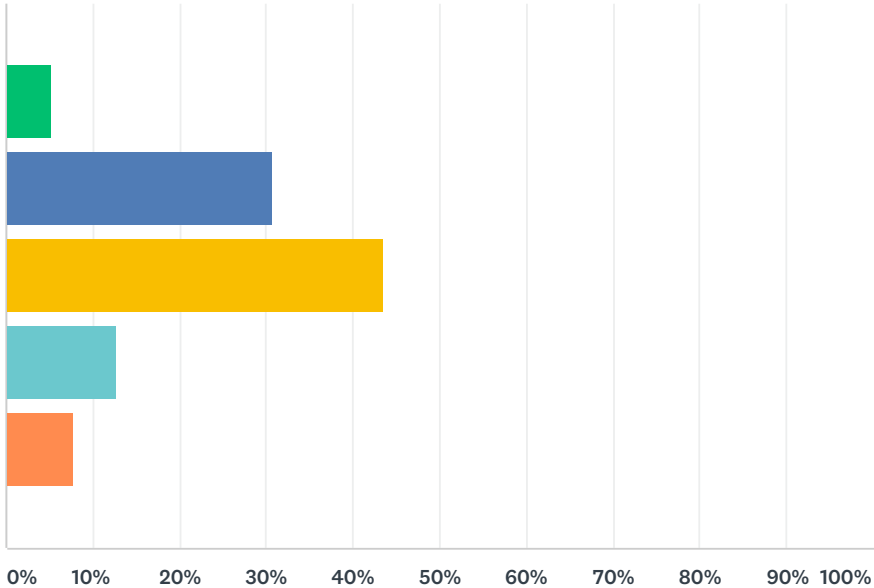
■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
	5.13%	15.38%	15.38%	30.77%	33.33%	39	3.72
	2	6	6	12	13		

LITH Sign Ordinance Changes

Q2-Ground mounted permanent signs are limited to 100 square feet in general business area and 200 square feet in shopping centers. How do you feel about these standards?

Answered: 39 Skipped: 0

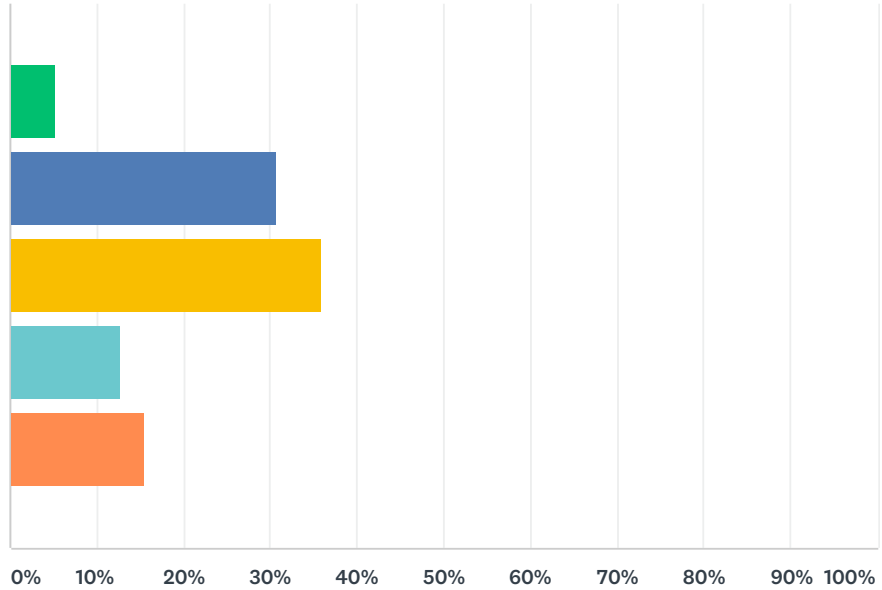


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
	5.13%	30.77%	43.59%	12.82%	7.69%	39	2.87
	2	12	17	5	3		

Q3-Wall signs are limited to 100 square feet in general business districts and 250 square feet in shopping centers. How do you feel about these standards?

Answered: 39 Skipped: 0

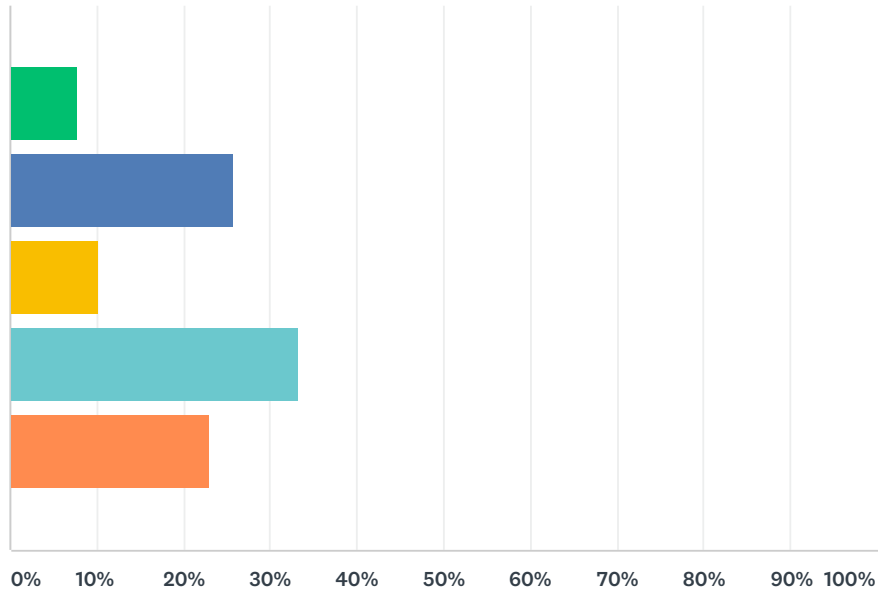


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
5.13%	30.77%	35.90%	12.82%	15.38%	39	3.03
2	12	14	5	6		

Q4-Some types of wall signs (such as roof mounted, opaque letters which are backlit, and signs on retaining walls & fences) are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 39 Skipped: 0

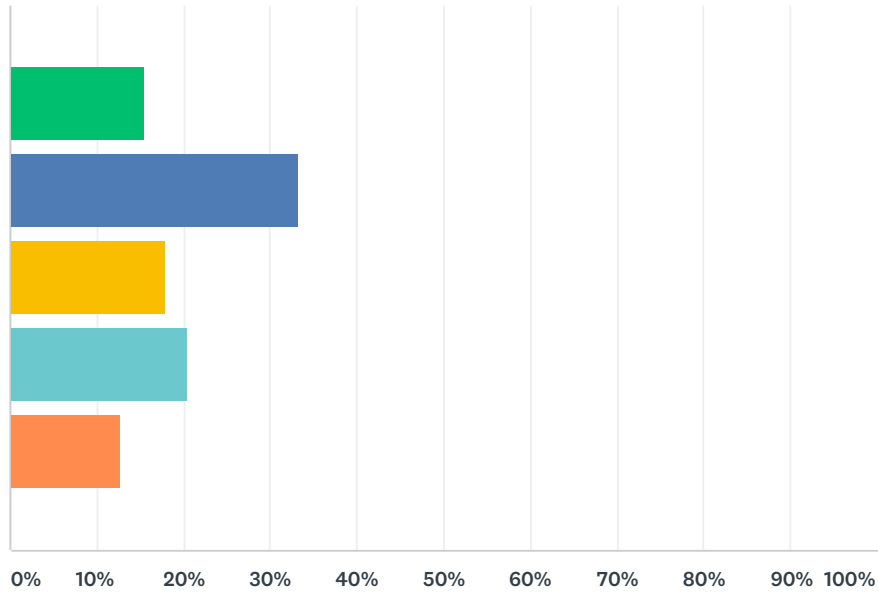


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
7.69%	25.64%	10.26%	33.33%	23.08%	39	3.38
3	10	4	13	9		

Q5-The Village currently prohibits any advertising signage for a business that is not located on the same property as the business. Do you agree with this prohibition?

Answered: 39 Skipped: 0



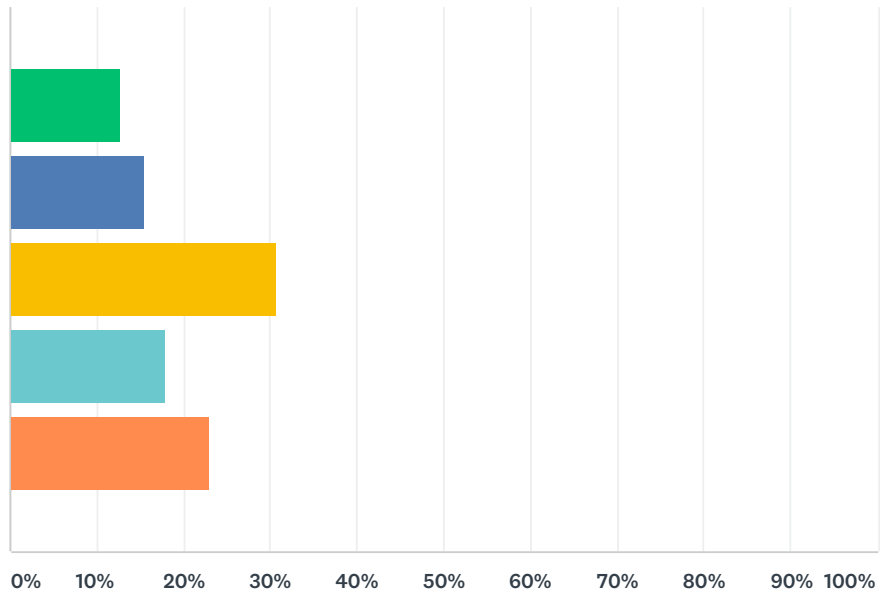
■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
15.38%	33.33%	17.95%	20.51%	12.82%	39	2.82
6	13	7	8	5		

LITH Sign Ordinance Changes

Q6-Unofficial flags, pennants and banners are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 39 Skipped: 0

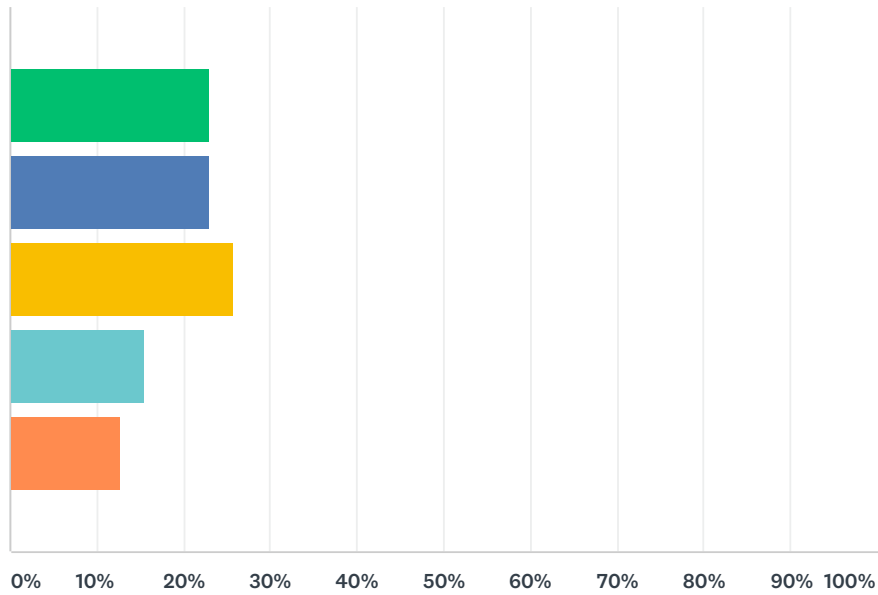


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
12.82%	15.38%	30.77%	17.95%	23.08%	39	3.23
5	6	12	7	9		

Q7-All inflatable signs are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 39 Skipped: 0

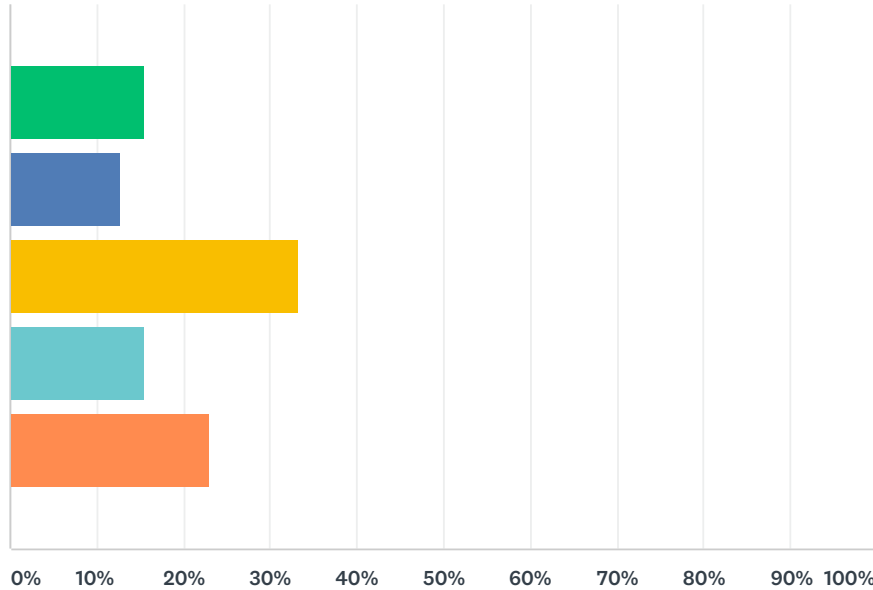


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
23.08%	23.08%	25.64%	15.38%	12.82%	39	2.72
9	9	10	6	5		

Q8-Current restrictions do not allow for the messages to blink, fluctuate, or move and restricts the illumination to white light. This prevents use of the full graphics capability of these signs. Should this restriction be kept in place?

Answered: 39 Skipped: 0



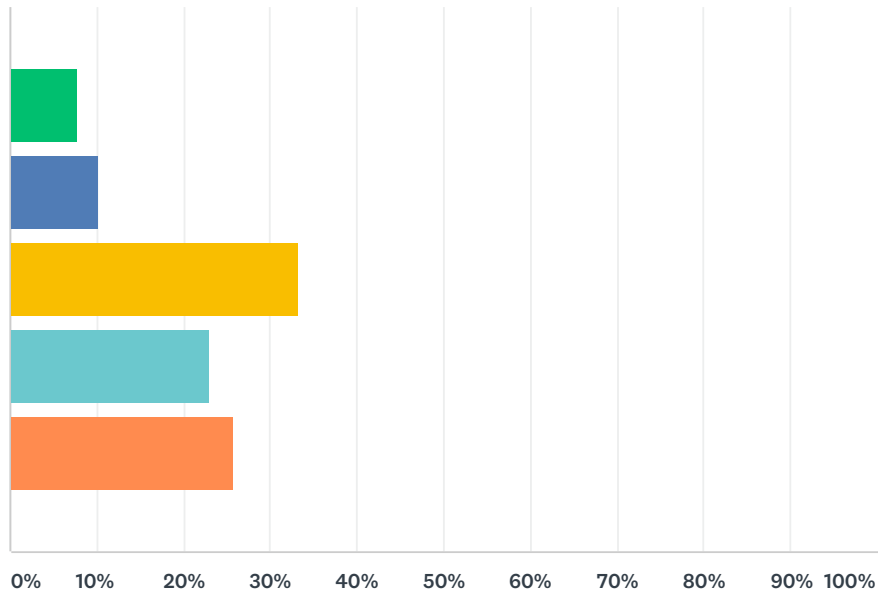
■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
	15.38%	12.82%	33.33%	15.38%	23.08%	39	3.18
	6	5	13	6	9		

LITH Sign Ordinance Changes

Q9-Window signs are limited to 30 percent of the exterior windows.
How do you feel about these standards?

Answered: 39 Skipped: 0

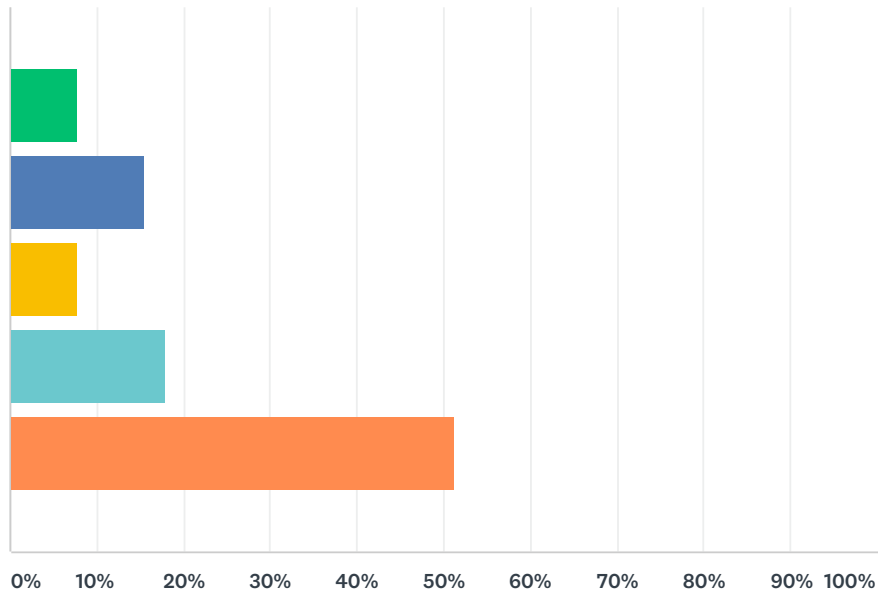


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
7.69%	10.26%	33.33%	23.08%	25.64%	39	3.49
3	4	13	9	10		

Q10-A new technology exists known as perforated vinyl see-through coverings. These window coverings have small holes in them that make it difficult to see through from the outside but still allow you to see through from the inside. The outside appearance can be printed with letters and images to form a sign which covers the entire window area. This does not currently meet the requirements of the Village ordinance. How do you feel about continuing the prohibition of this technology?

Answered: 39 Skipped: 0

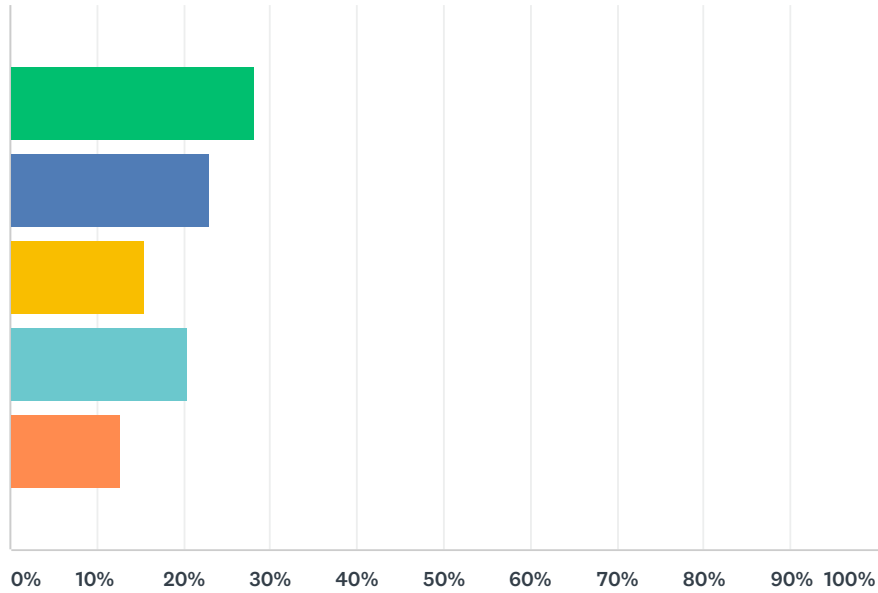


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
	7.69%	15.38%	7.69%	17.95%	51.28%	39	3.90
	3	6	3	7	20		

Q11-Humans in costume or holding signs along public roads is considered prohibited. How do you feel about continuing this prohibition?

Answered: 39 Skipped: 0



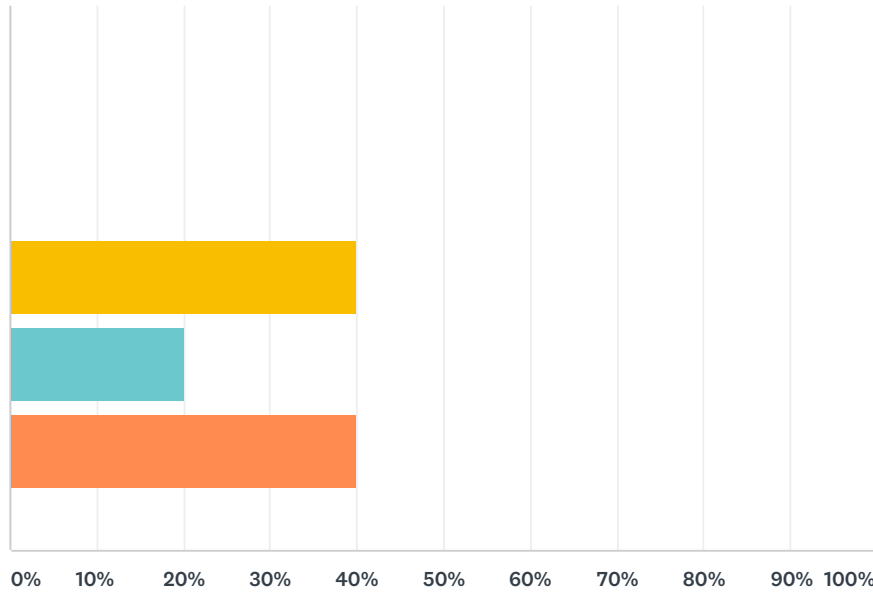
■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
28.21%	23.08%	15.38%	20.51%	12.82%	39	2.67
11	9	6	8	5		

LITH Sign Ordinance Changes
Responses from Business Property Owners

Q1-Some temporary signs (such as "A" Frame ,sandwich, feather banners, and mobile billboards) are currently prohibited within the Village.
 How do you feel about these prohibitions?

Answered: 5 Skipped: 0

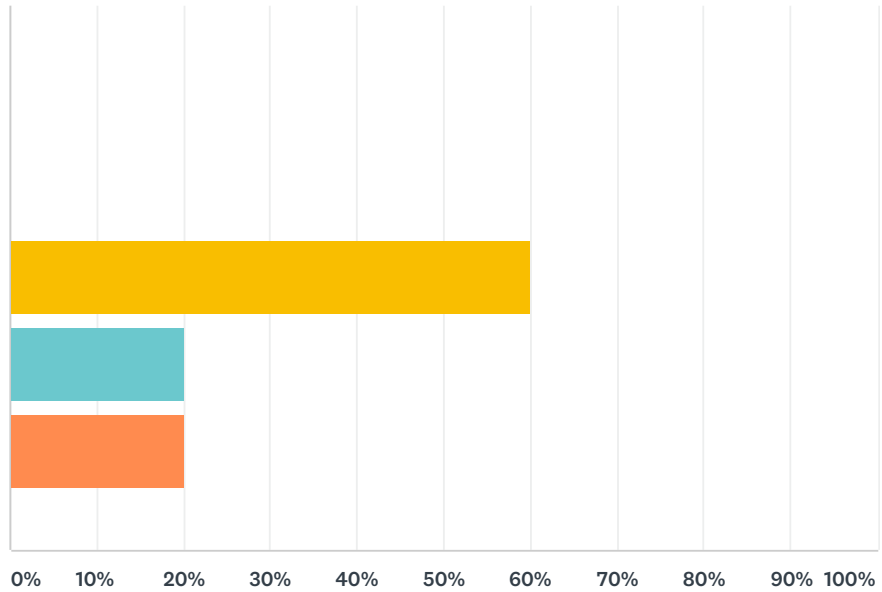


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
	0.00%	0.00%	40.00%	20.00%	40.00%	5	4.00
	0	0	2	1	2		

Q2-Ground mounted permanent signs are limited to 100 square feet in general business area and 200 square feet in shopping centers. How do you feel about these standards?

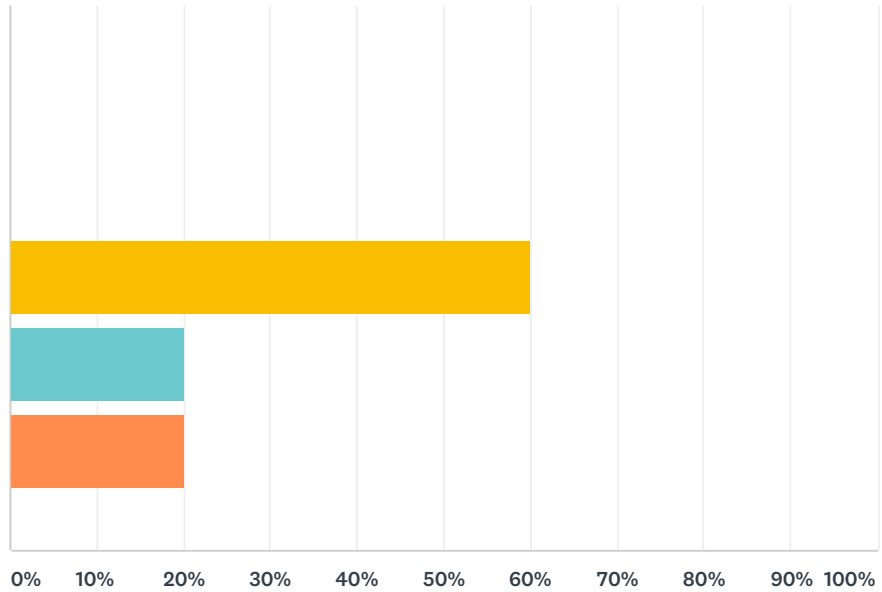
Answered: 5 Skipped: 0



■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
	0.00%	0.00%	60.00%	20.00%	20.00%	5	3.60
	0	0	3	1	1		

Q3-Wall signs are limited to 100 square feet in general business districts and 250 square feet in shopping centers. How do you feel about these standards?

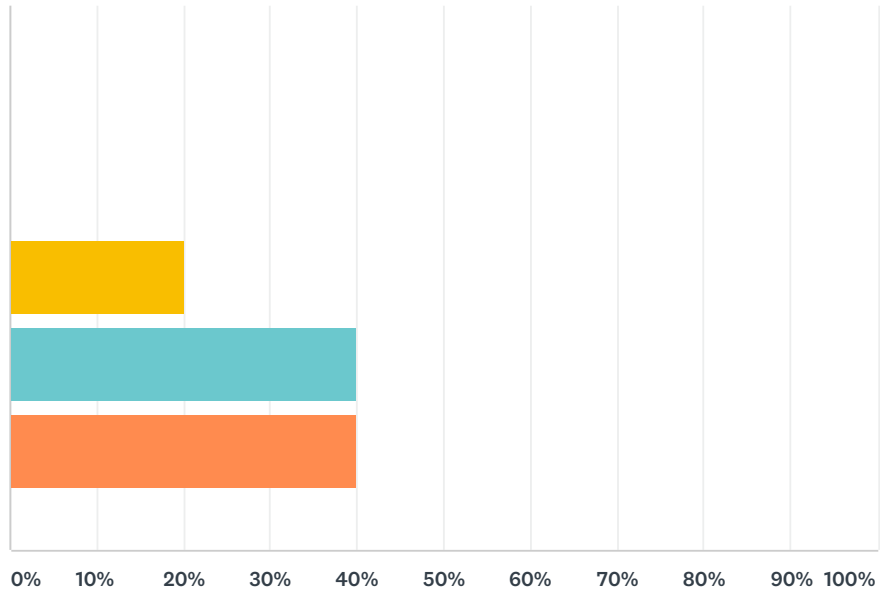


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
0.00%	0.00%	60.00%	20.00%	20.00%	5	3.60
0	0	3	1	1		

Q4- Some types of wall signs (such as roof mounted, opaque letters which are backlit, and signs on retaining walls & fences) are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 5 Skipped: 0

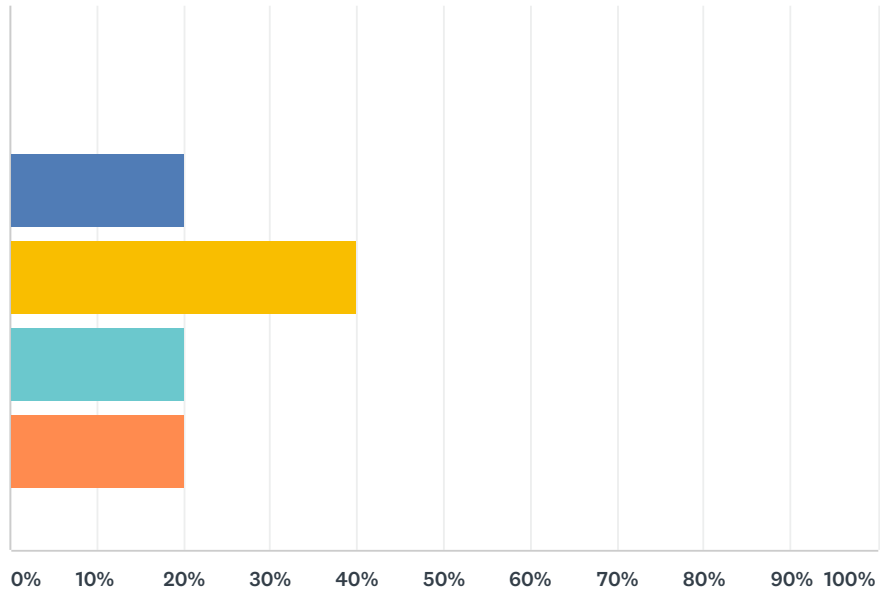


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
0.00%	0.00%	20.00%	40.00%	40.00%	5	4.20
0	0	1	2	2		

Q5-The Village currently prohibits any advertising signage for a business that is not located on the same property as the business. Do you agree with this prohibition?

Answered: 5 Skipped: 0

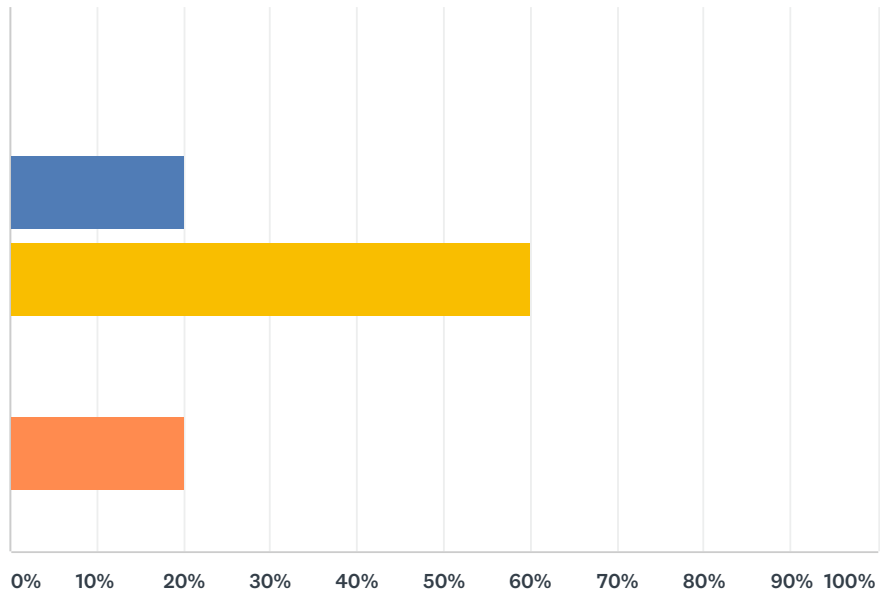


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
0.00%	20.00%	40.00%	20.00%	20.00%	5	3.40
0	1	2	1	1		

Q6-Unofficial flags, pennants and banners are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 5 Skipped: 0

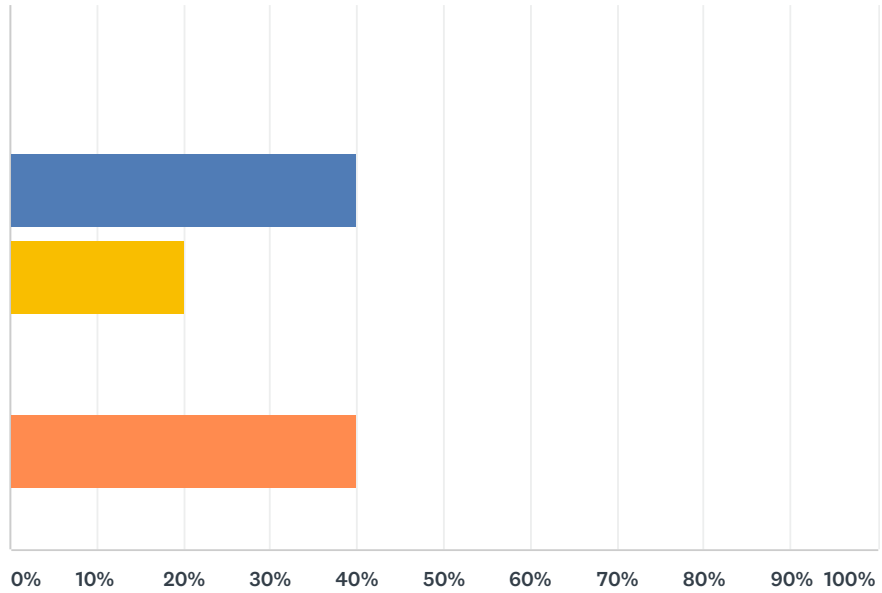


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
0.00%	20.00%	60.00%	0.00%	20.00%	5	3.20
0	1	3	0	1		

Q7-All inflatable signs are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 5 Skipped: 0

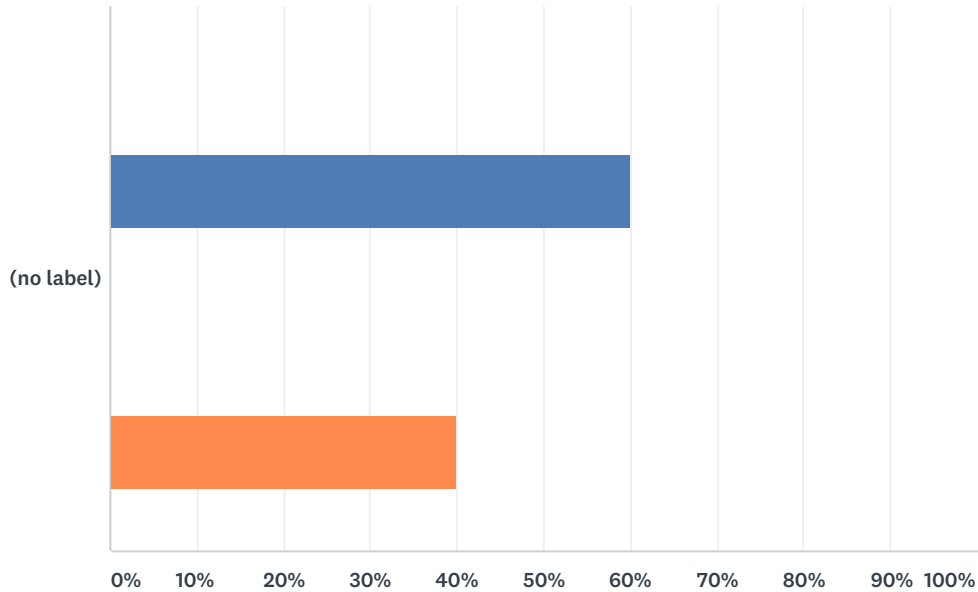


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
0.00%	40.00%	20.00%	0.00%	40.00%	5	3.40
0	2	1	0	2		

Q8-Current restrictions do not allow for the messages to blink, fluctuate, or move and restricts the illumination to white light. This prevents use of the full graphics capability of these signs. Should this restriction be kept in place?

Answered: 5 Skipped: 0

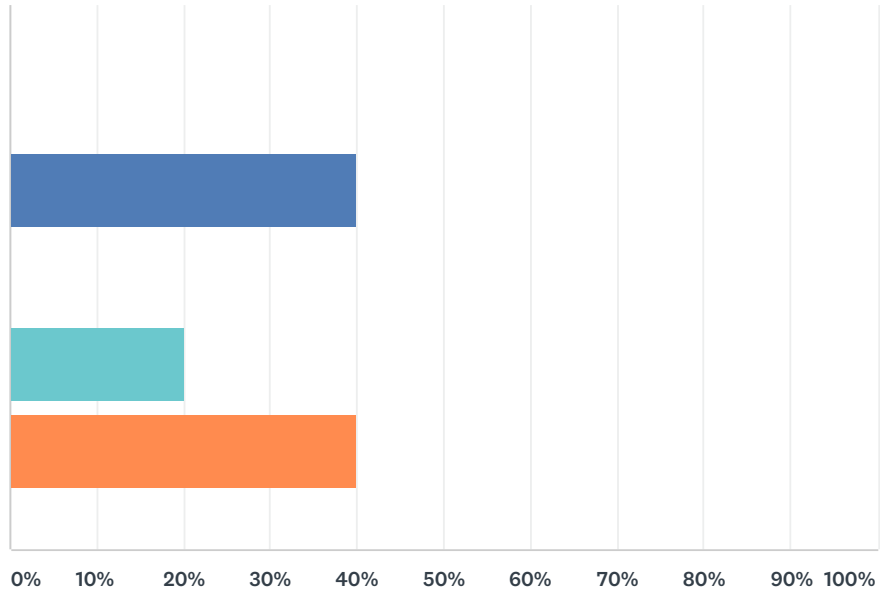


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
	0.00%	60.00%	0.00%	0.00%	40.00%	5	3.20
	0	3	0	0	2		

Q9-Window signs are limited to 30 percent of the exterior windows.
How do you feel about these standards?

Answered: 5 Skipped: 0

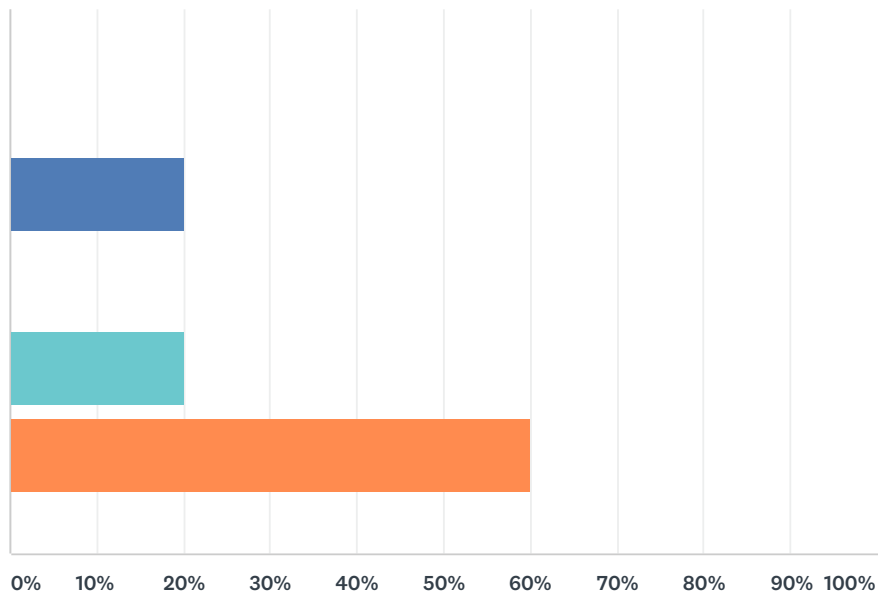


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
0.00%	40.00%	0.00%	20.00%	40.00%	5	3.60
0	2	0	1	2		

Q10 -A new technology exists known as perforated vinyl see-through coverings. These window coverings have small holes in them that make it difficult to see through from the outside but still allow you to see through from the inside. The outside appearance can be printed with letters and images to form a sign which covers the entire window area. This does not currently meet the requirements of the Village ordinance. How do you feel about continuing the prohibition of this technology?

Answered: 5 Skipped: 0

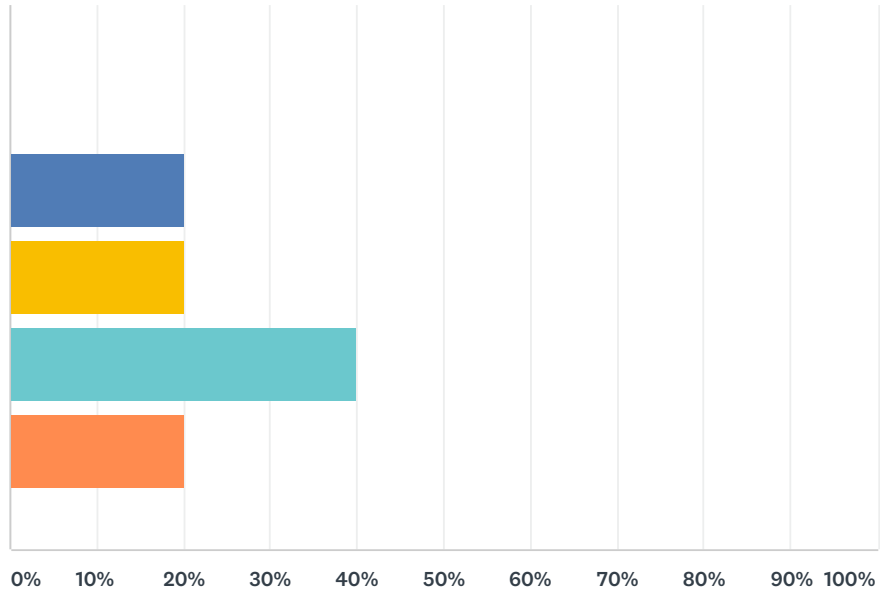


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
	0.00%	20.00%	0.00%	20.00%	60.00%	5	4.20
	0	1	0	1	3		

Q11-Humans in costume or holding signs along public roads is considered prohibited. How do you feel about continuing this prohibition?

Answered: 5 Skipped: 0



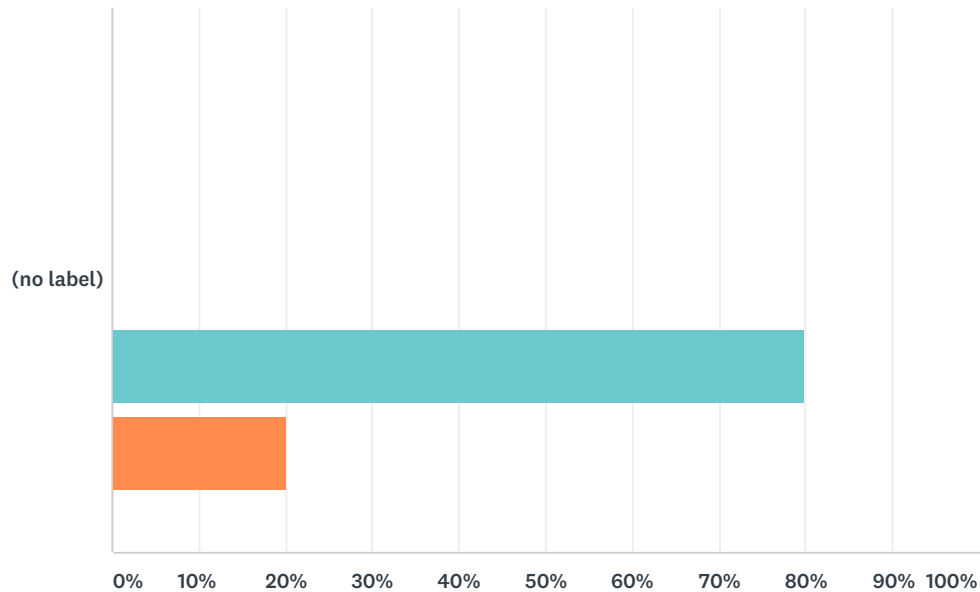
■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
0.00%	20.00%	20.00%	40.00%	20.00%	5	3.60
0	1	1	2	1		

LITH Sign Ordinance Changes
Responses from Developers

Q1 Some temporary signs (such as "A" Frame ,sandwich, feather banners, and mobile billboards) are currently prohibited within the Village.
How do you feel about these prohibitions?

Answered: 5 Skipped: 0

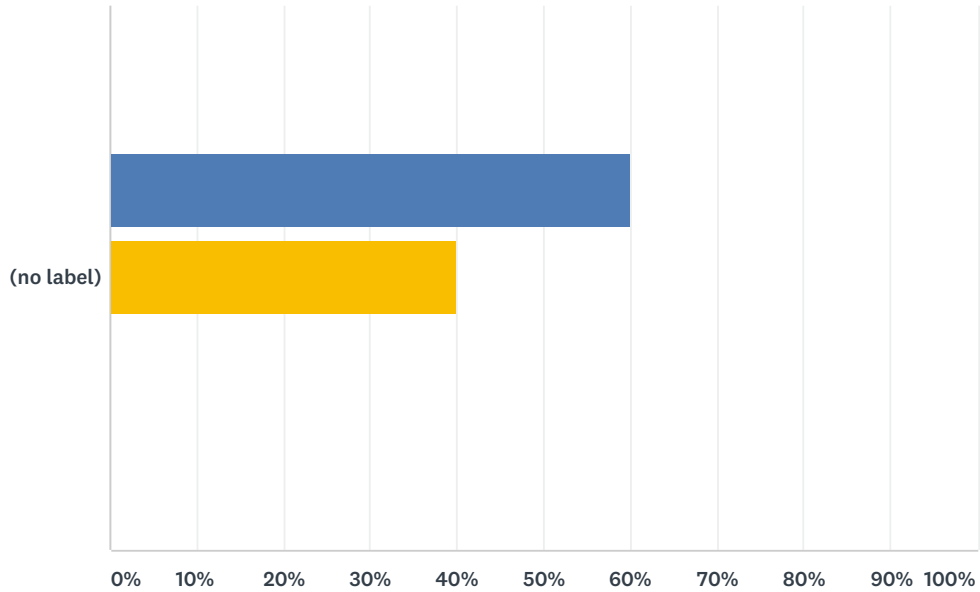


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00% 0	0.00% 0	0.00% 0	80.00% 4	20.00% 1	5	4.20

Q2 Ground mounted permanent signs are limited to 100 square feet in general business area and 200 square feet in shopping centers. How do you feel about these standards?

Answered: 5 Skipped: 0

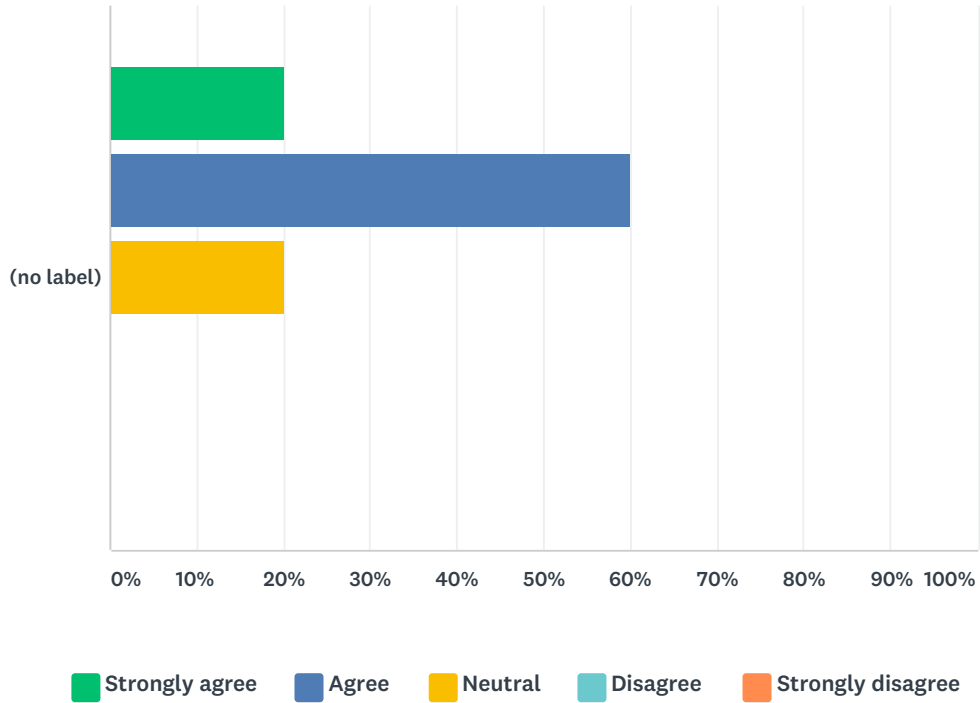


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00% 0	60.00% 3	40.00% 2	0.00% 0	0.00% 0	5	2.40

Q3 Wall signs are limited to 100 square feet in general business districts and 250 square feet in shopping centers. How do you feel about these standards?

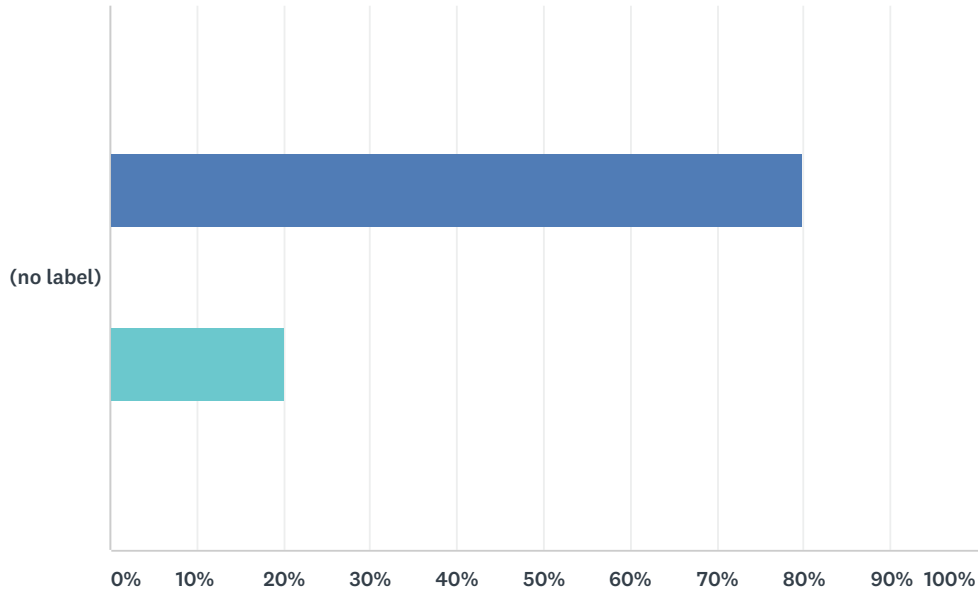
Answered: 5 Skipped: 0



	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	20.00%	60.00%	20.00%	0.00%	0.00%	5	2.00
	1	3	1	0	0		

Q4 Some types of wall signs (such as roof mounted, opaque letters which are backlit, and signs on retaining walls & fences) are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 5 Skipped: 0

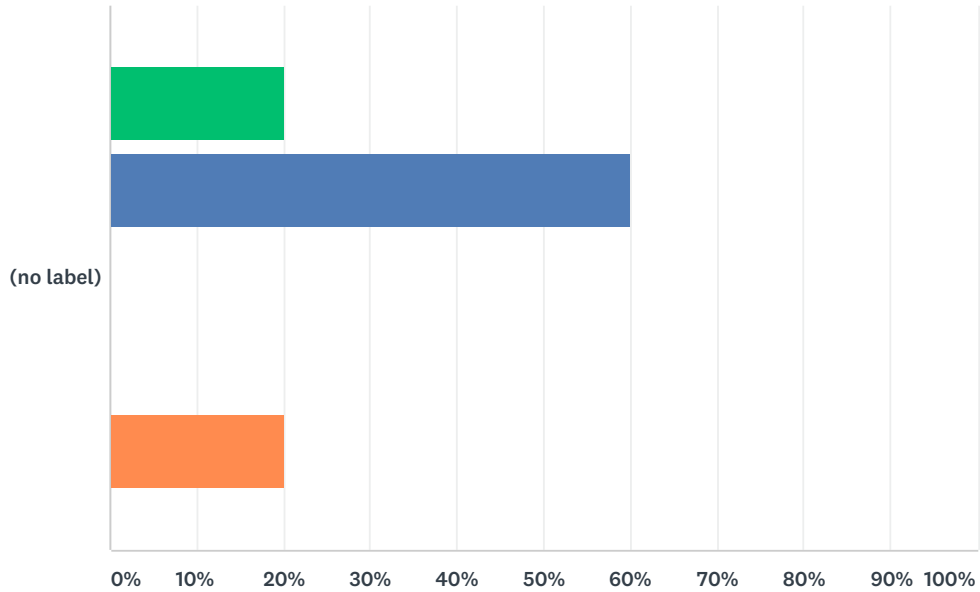


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00% 0	80.00% 4	0.00% 0	20.00% 1	0.00% 0	5	2.40

Q5 The Village currently prohibits any advertising signage for a business that is not located on the same property as the business. Do you agree with this prohibition?

Answered: 5 Skipped: 0

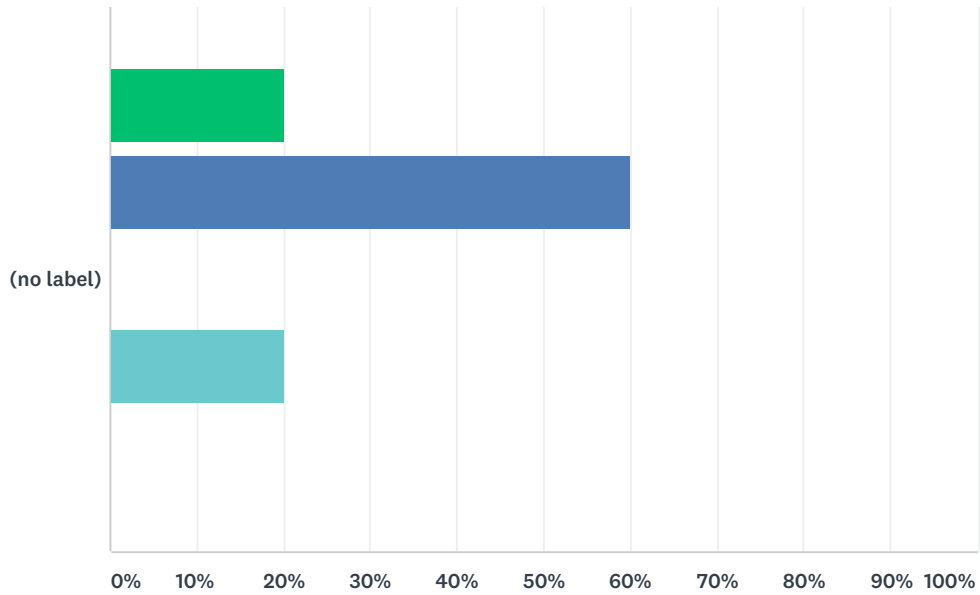


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	20.00% 1	60.00% 3	0.00% 0	0.00% 0	20.00% 1	5	2.40

Q6 Unofficial flags, pennants and banners are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 5 Skipped: 0

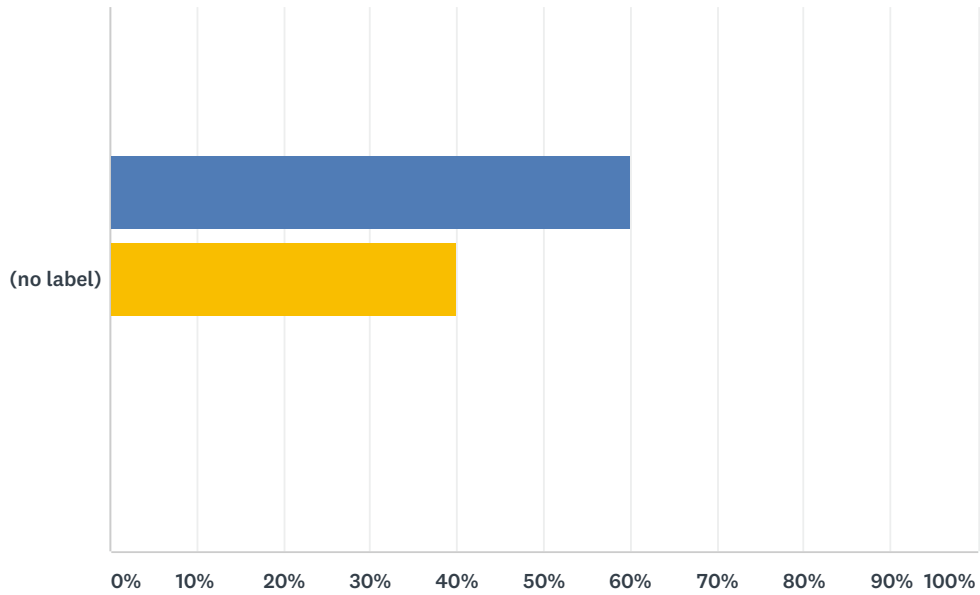


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	20.00%	60.00%	0.00%	20.00%	0.00%	5	2.20
	1	3	0	1	0		

Q7 All inflatable signs are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 5 Skipped: 0

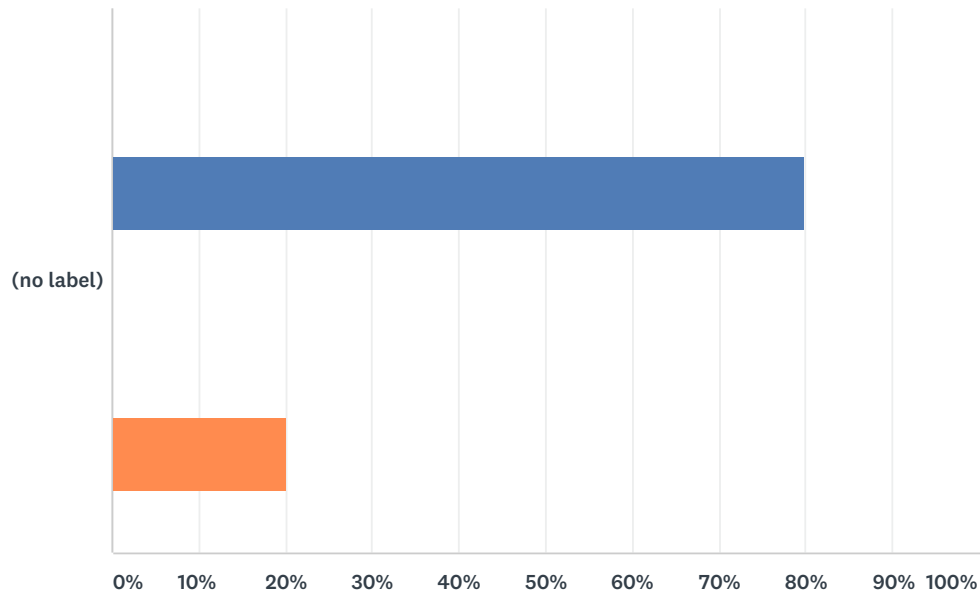


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00% 0	60.00% 3	40.00% 2	0.00% 0	0.00% 0	5	2.40

Q8 Current restrictions do not allow for the messages to blink, fluctuate, or move and restricts the illumination to white light. This prevents use of the full graphics capability of these signs. Should this restriction be kept in place?

Answered: 5 Skipped: 0

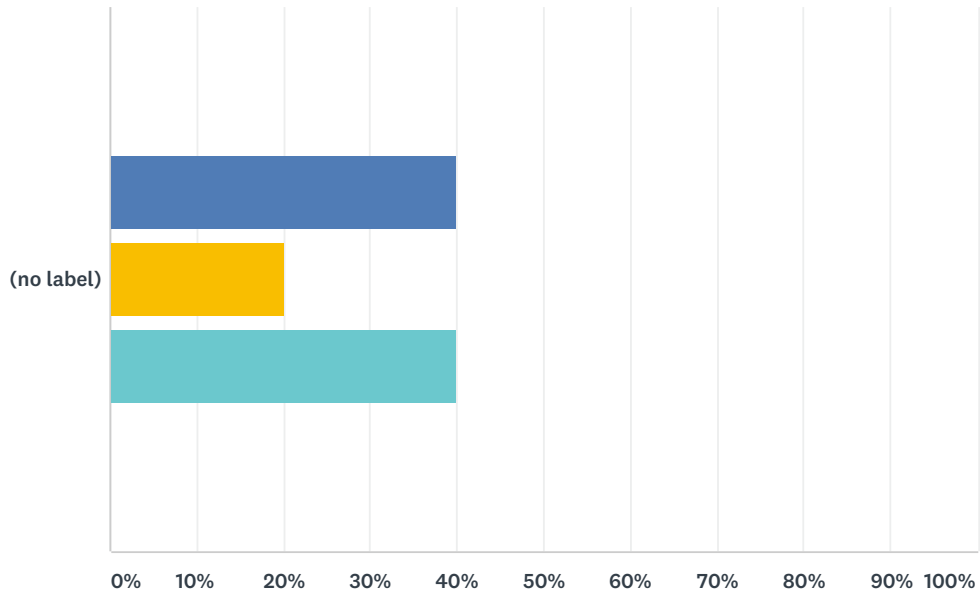


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00%	80.00%	0.00%	0.00%	20.00%	5	2.60
	0	4	0	0	1		

Q9 Window signs are limited to 30 percent of the exterior windows. How do you feel about these standards?

Answered: 5 Skipped: 0

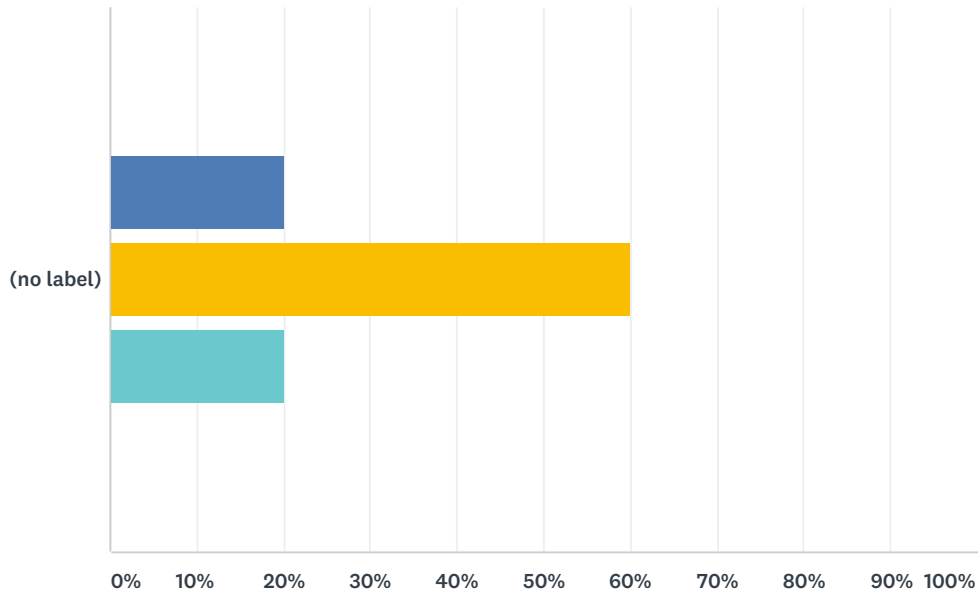


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00% 0	40.00% 2	20.00% 1	40.00% 2	0.00% 0	5	3.00

Q10 A new technology exists known as perforated vinyl see-through coverings. These window coverings have small holes in them that make it difficult to see through from the outside but still allow you to see through from the inside. The outside appearance can be printed with letters and images to form a sign which covers the entire window area. This does not currently meet the requirements of the Village ordinance. How do you feel about continuing the prohibition of this technology?

Answered: 5 Skipped: 0

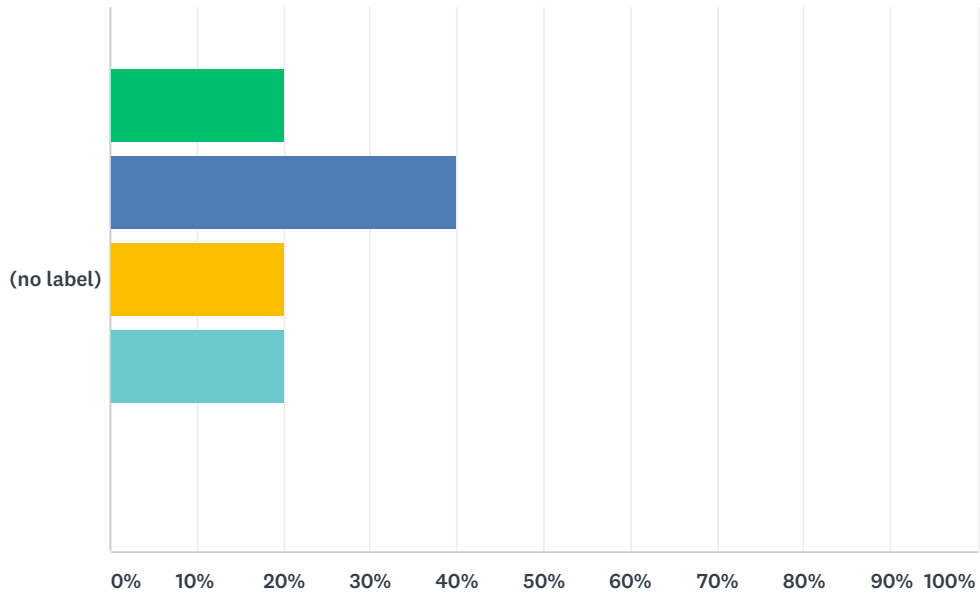


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00%	20.00%	60.00%	20.00%	0.00%	5	3.00
	0	1	3	1	0		

Q11 Humans in costume or holding signs along public roads is considered prohibited. How do you feel about continuing this prohibition?

Answered: 5 Skipped: 0



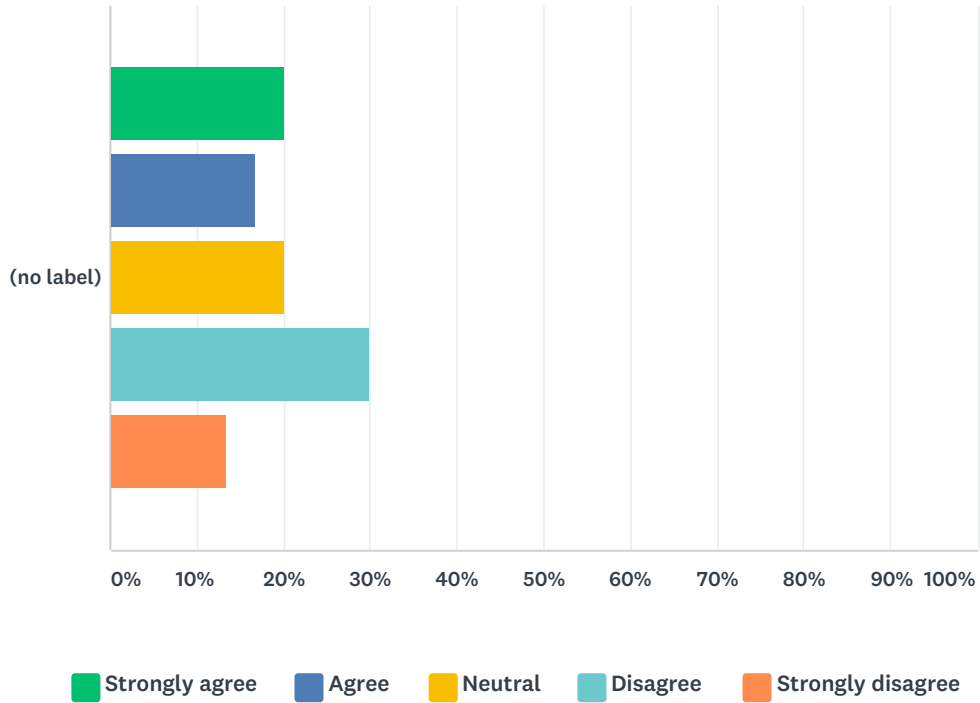
■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	20.00%	40.00%	20.00%	20.00%	0.00%	5	2.40
	1	2	1	1	0		

LITH Sign Ordinance Changes
Responses from Residents

Q1 Some temporary signs (such as "A" Frame ,sandwich, feather banners, and mobile billboards) are currently prohibited within the Village.
 How do you feel about these prohibitions?

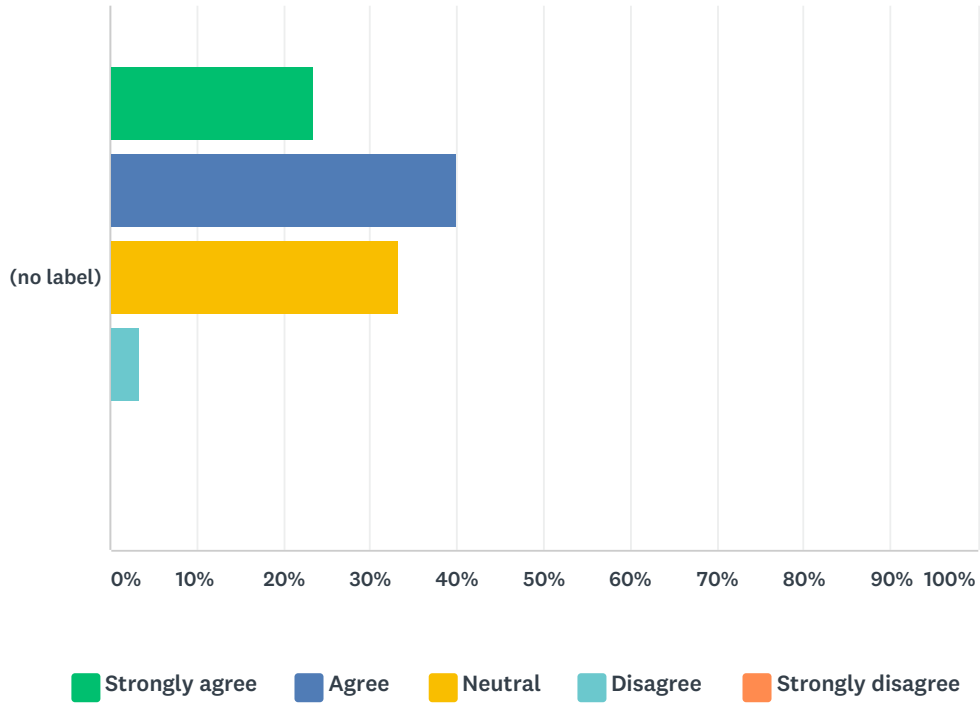
Answered: 30 Skipped: 0



	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	20.00% 6	16.67% 5	20.00% 6	30.00% 9	13.33% 4	30	3.00

Q2 Ground mounted permanent signs are limited to 100 square feet in general business area and 200 square feet in shopping centers. How do you feel about these standards?

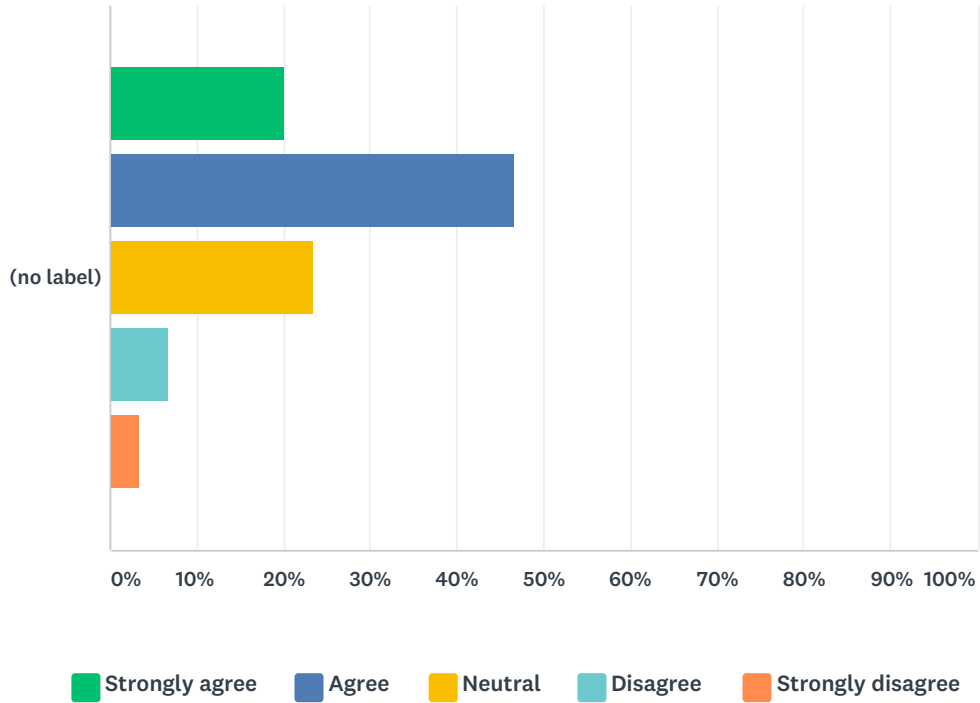
Answered: 30 Skipped: 0



	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	23.33% 7	40.00% 12	33.33% 10	3.33% 1	0.00% 0	30	2.17

Q3 Wall signs are limited to 100 square feet in general business districts and 250 square feet in shopping centers. How do you feel about these standards?

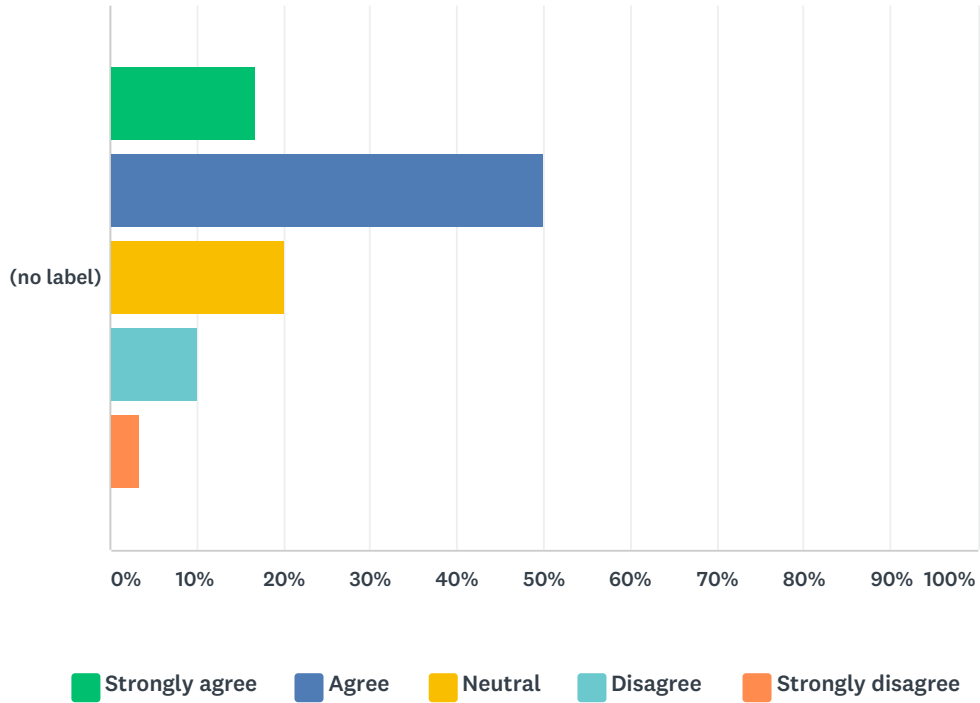
Answered: 30 Skipped: 0



	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	20.00% 6	46.67% 14	23.33% 7	6.67% 2	3.33% 1	30	2.27

Q4 Some types of wall signs (such as roof mounted, opaque letters which are backlit, and signs on retaining walls & fences) are currently prohibited within the Village. How do you feel about these prohibitions?

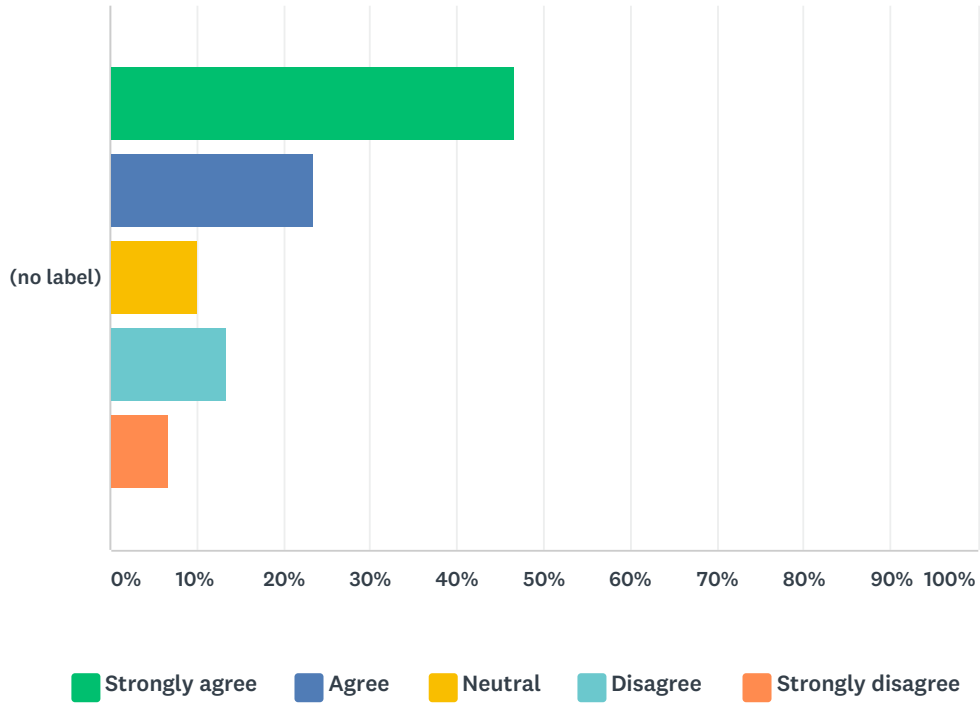
Answered: 30 Skipped: 0



	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	16.67% 5	50.00% 15	20.00% 6	10.00% 3	3.33% 1	30	2.33

Q5 The Village currently prohibits any advertising signage for a business that is not located on the same property as the business. Do you agree with this prohibition?

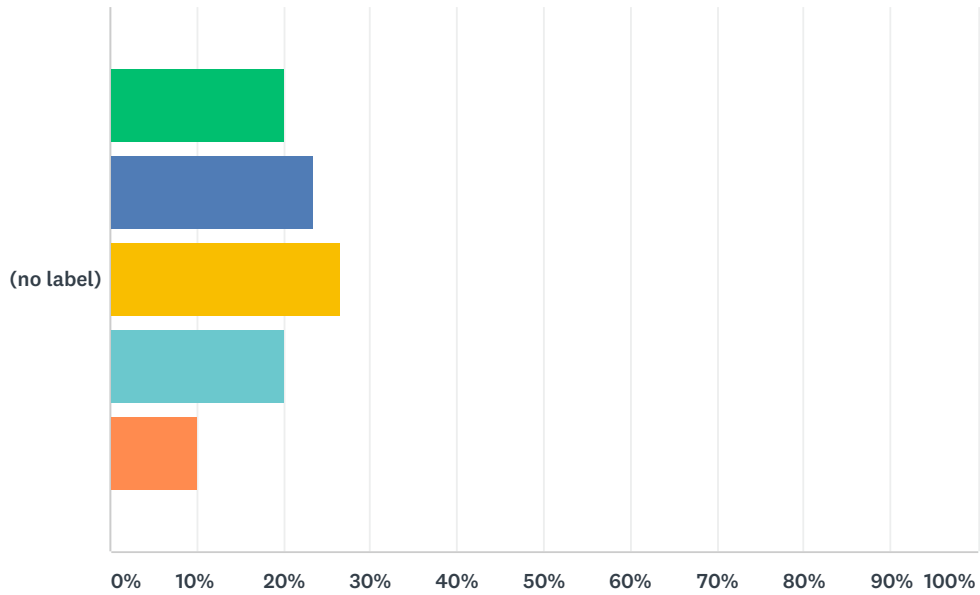
Answered: 30 Skipped: 0



	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	46.67% 14	23.33% 7	10.00% 3	13.33% 4	6.67% 2	30	2.10

Q6 Unofficial flags, pennants and banners are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 30 Skipped: 0

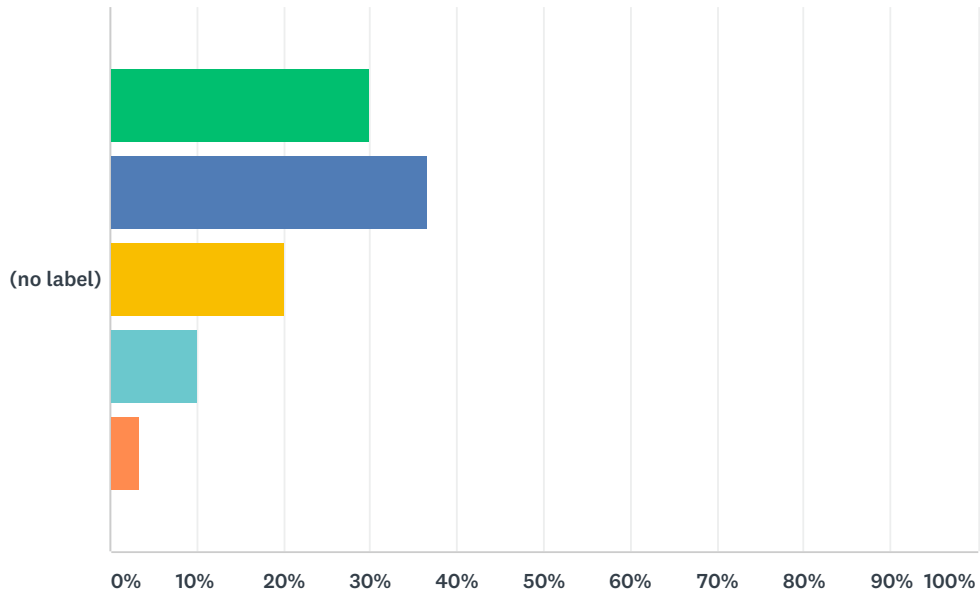


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	20.00%	23.33%	26.67%	20.00%	10.00%	30	2.77
	6	7	8	6	3		

Q7 All inflatable signs are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 30 Skipped: 0

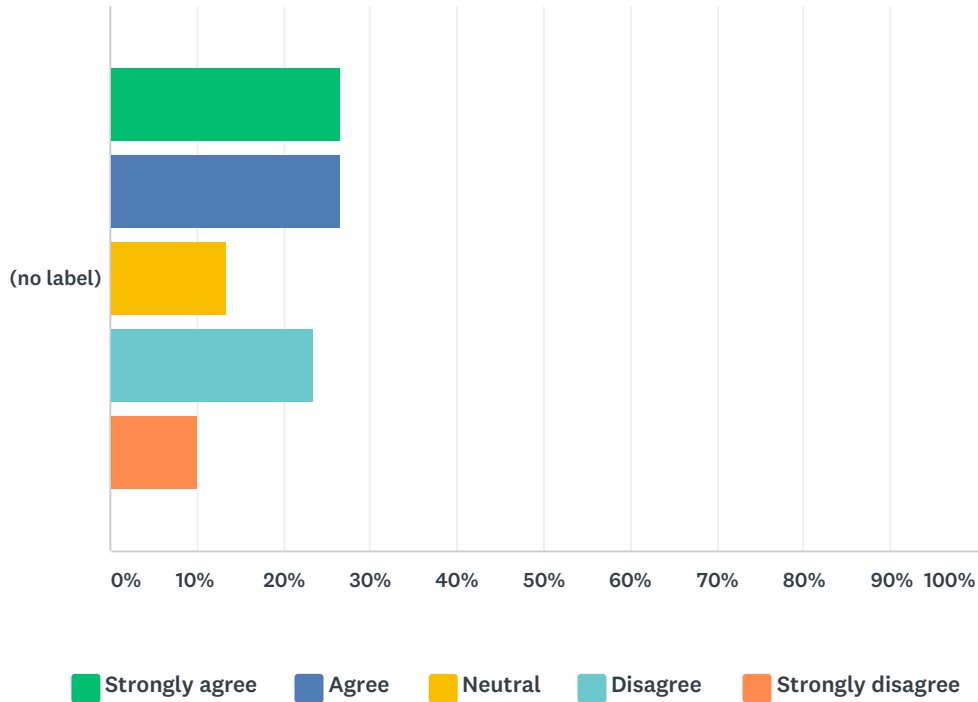


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	30.00%	36.67%	20.00%	10.00%	3.33%	30	2.20
	9	11	6	3	1		

Q8 Current restrictions do not allow for the messages to blink, fluctuate, or move and restricts the illumination to white light. This prevents use of the full graphics capability of these signs. Should this restriction be kept in place?

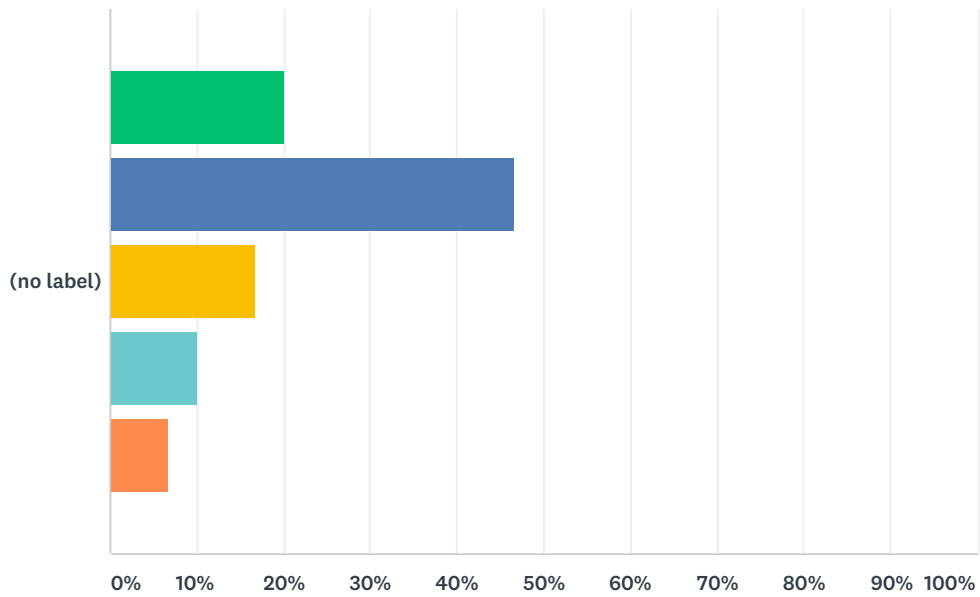
Answered: 30 Skipped: 0



	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	26.67%	26.67%	13.33%	23.33%	10.00%	30	2.63
	8	8	4	7	3		

Q9 Window signs are limited to 30 percent of the exterior windows. How do you feel about these standards?

Answered: 30 Skipped: 0

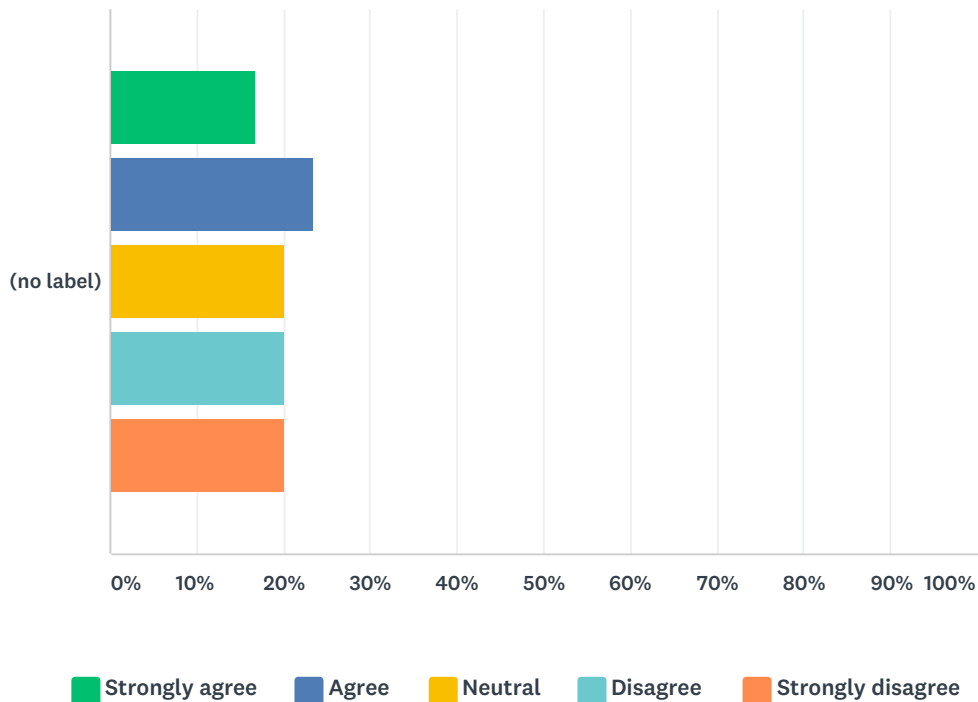


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	20.00%	46.67%	16.67%	10.00%	6.67%	30	2.37
	6	14	5	3	2		

Q10 A new technology exists known as perforated vinyl see-through coverings. These window coverings have small holes in them that make it difficult to see through from the outside but still allow you to see through from the inside. The outside appearance can be printed with letters and images to form a sign which covers the entire window area. This does not currently meet the requirements of the Village ordinance. How do you feel about continuing the prohibition of this technology?

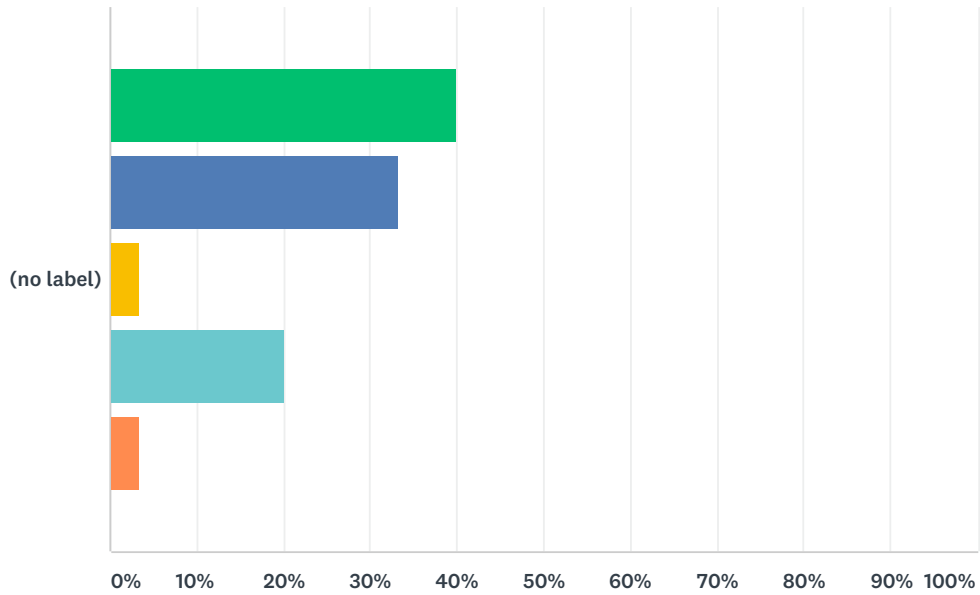
Answered: 30 Skipped: 0



	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	16.67% 5	23.33% 7	20.00% 6	20.00% 6	20.00% 6	30	3.03

Q11 Humans in costume or holding signs along public roads is considered prohibited. How do you feel about continuing this prohibition?

Answered: 30 Skipped: 0



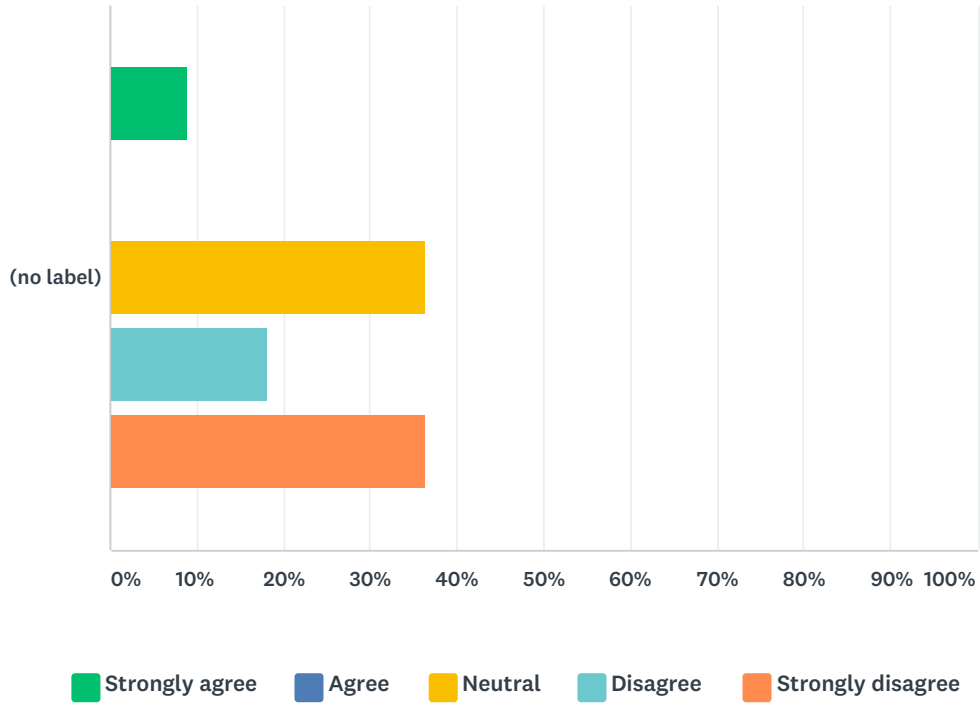
■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	40.00%	33.33%	3.33%	20.00%	3.33%	30	2.13
	12	10	1	6	1		

LITH Sign Ordinance Changes
Responses from "Other"

Q1 Some temporary signs (such as "A" Frame ,sandwich, feather banners, and mobile billboards) are currently prohibited within the Village.
 How do you feel about these prohibitions?

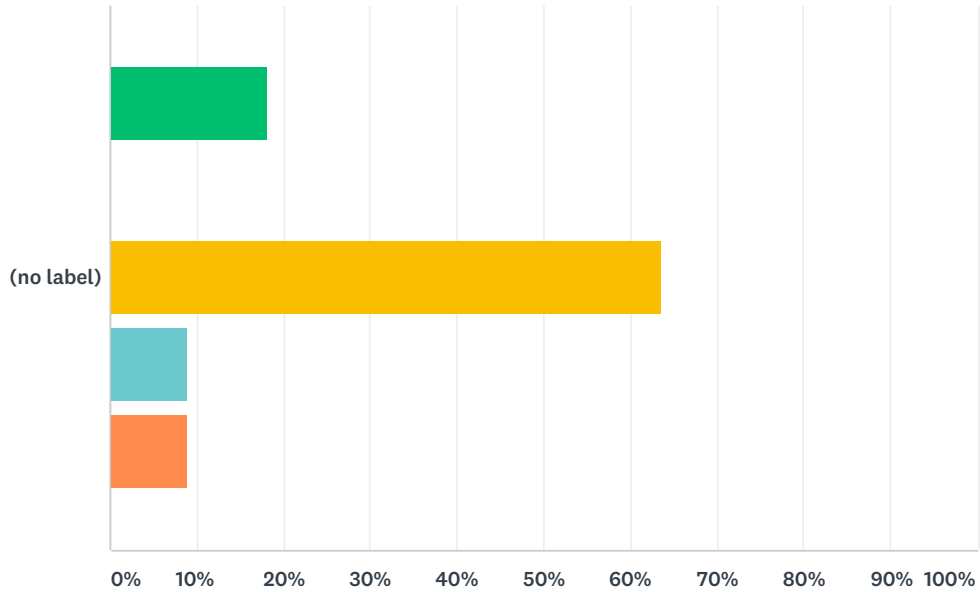
Answered: 11 Skipped: 0



	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	9.09% 1	0.00% 0	36.36% 4	18.18% 2	36.36% 4	11	3.73

Q2 Ground mounted permanent signs are limited to 100 square feet in general business area and 200 square feet in shopping centers. How do you feel about these standards?

Answered: 11 Skipped: 0

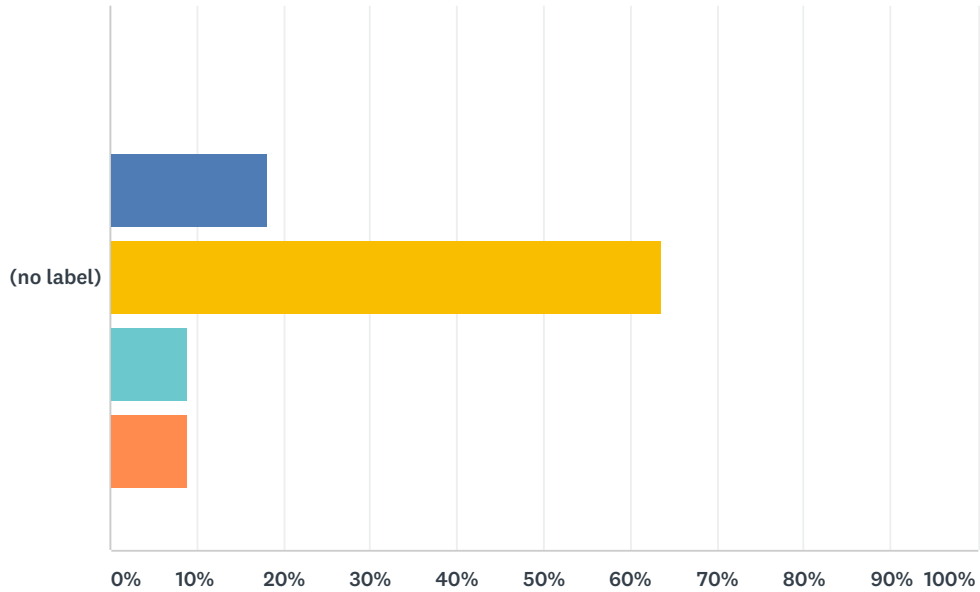


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	18.18% 2	0.00% 0	63.64% 7	9.09% 1	9.09% 1	11	2.91

Q3 Wall signs are limited to 100 square feet in general business districts and 250 square feet in shopping centers. How do you feel about these standards?

Answered: 11 Skipped: 0

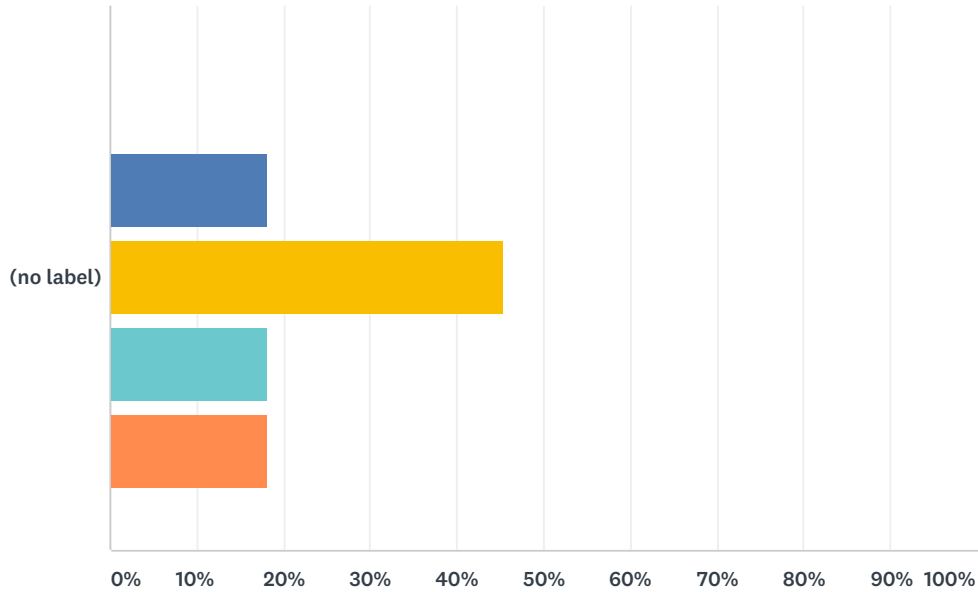


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00% 0	18.18% 2	63.64% 7	9.09% 1	9.09% 1	11	3.09

Q4 Some types of wall signs (such as roof mounted, opaque letters which are backlit, and signs on retaining walls & fences) are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 11 Skipped: 0

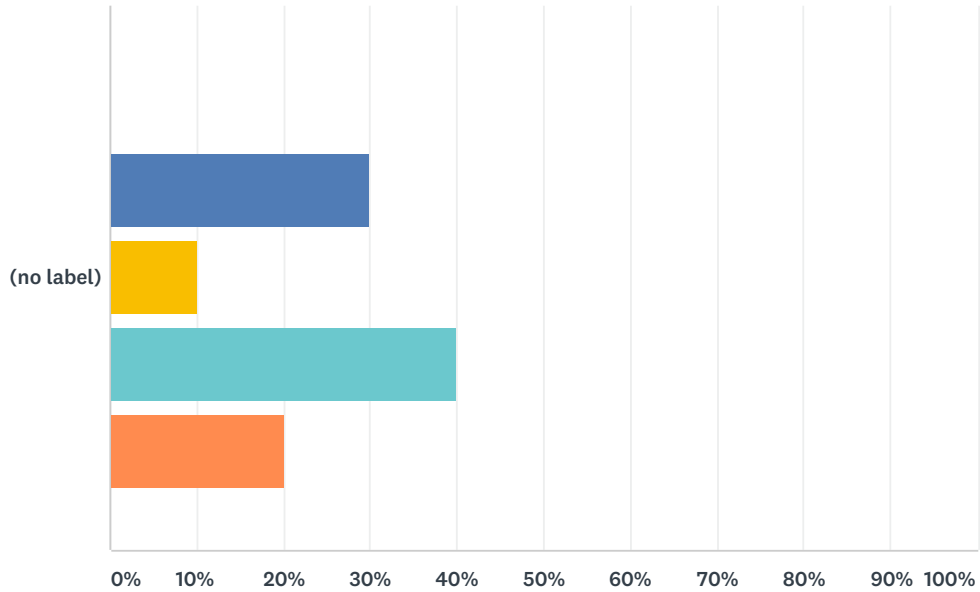


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00% 0	18.18% 2	45.45% 5	18.18% 2	18.18% 2	11	3.36

Q5 The Village currently prohibits any advertising signage for a business that is not located on the same property as the business. Do you agree with this prohibition?

Answered: 10 Skipped: 1

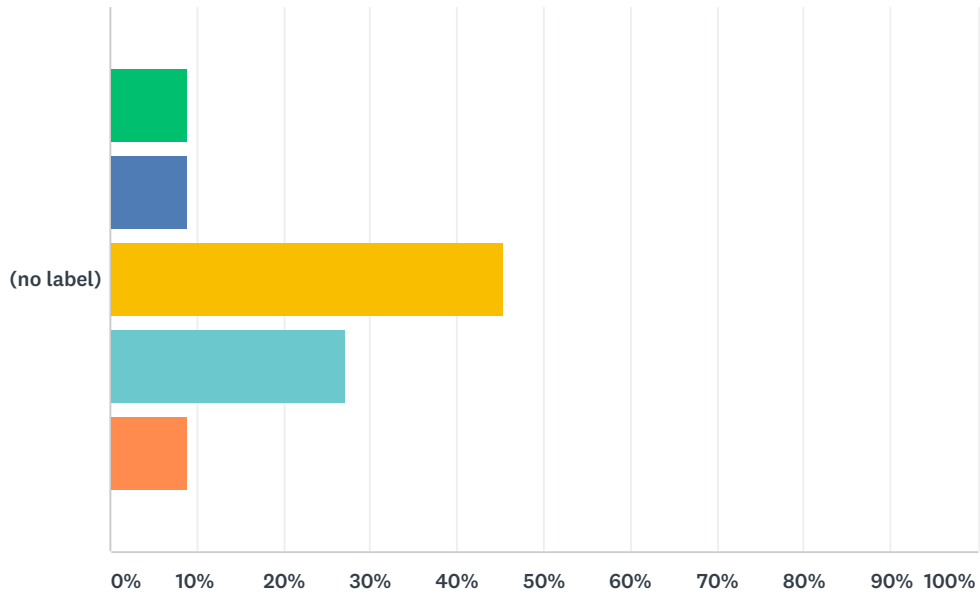


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00% 0	30.00% 3	10.00% 1	40.00% 4	20.00% 2	10	3.50

Q6 Unofficial flags, pennants and banners are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 11 Skipped: 0

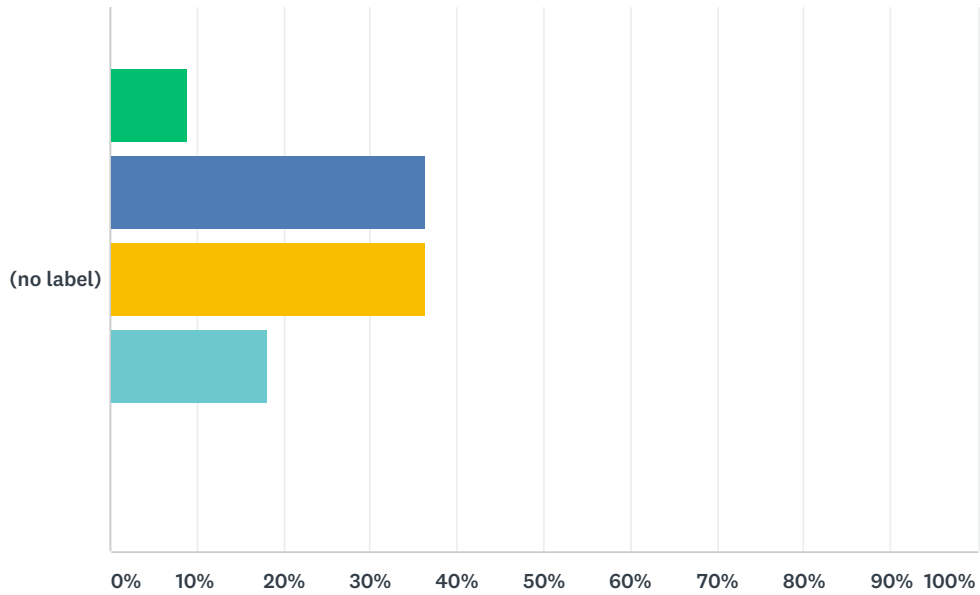


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	9.09%	9.09%	45.45%	27.27%	9.09%	11	3.18
	1	1	5	3	1		

Q7 All inflatable signs are currently prohibited within the Village. How do you feel about these prohibitions?

Answered: 11 Skipped: 0

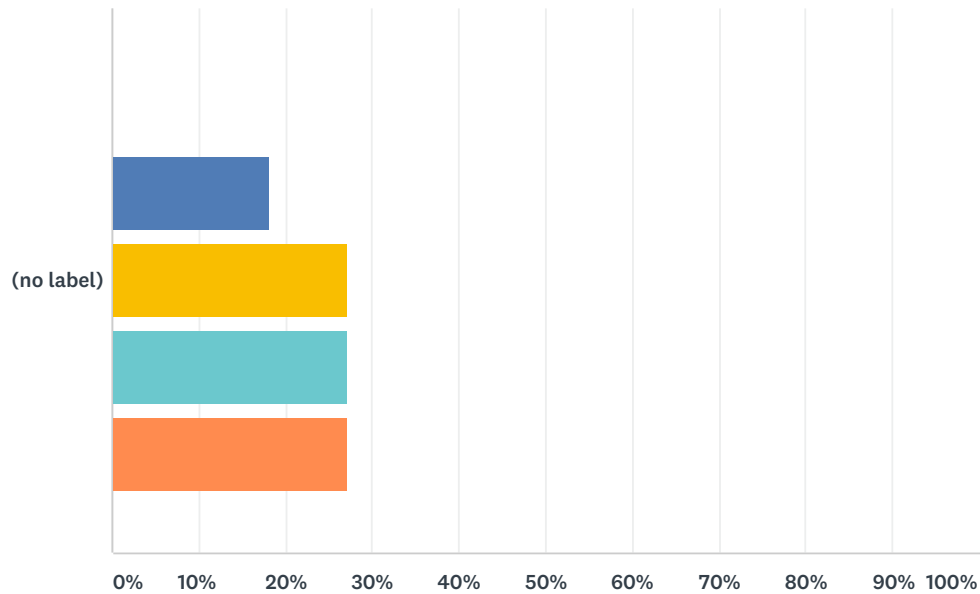


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	9.09%	36.36%	36.36%	18.18%	0.00%	11	2.64
	1	4	4	2	0		

Q8 Current restrictions do not allow for the messages to blink, fluctuate, or move and restricts the illumination to white light. This prevents use of the full graphics capability of these signs. Should this restriction be kept in place?

Answered: 11 Skipped: 0

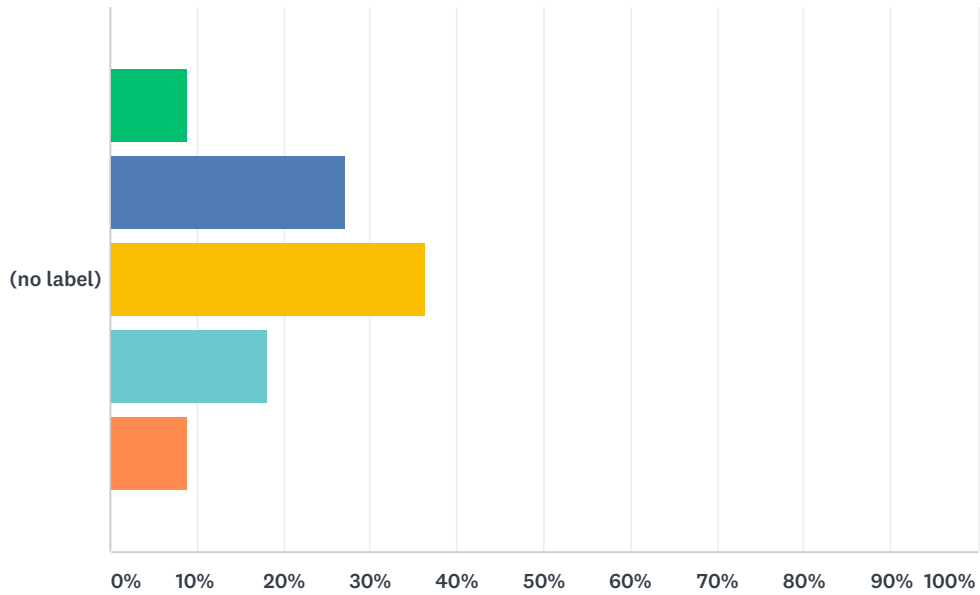


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00%	18.18%	27.27%	27.27%	27.27%	11	3.64
	0	2	3	3	3		

Q9 Window signs are limited to 30 percent of the exterior windows. How do you feel about these standards?

Answered: 11 Skipped: 0

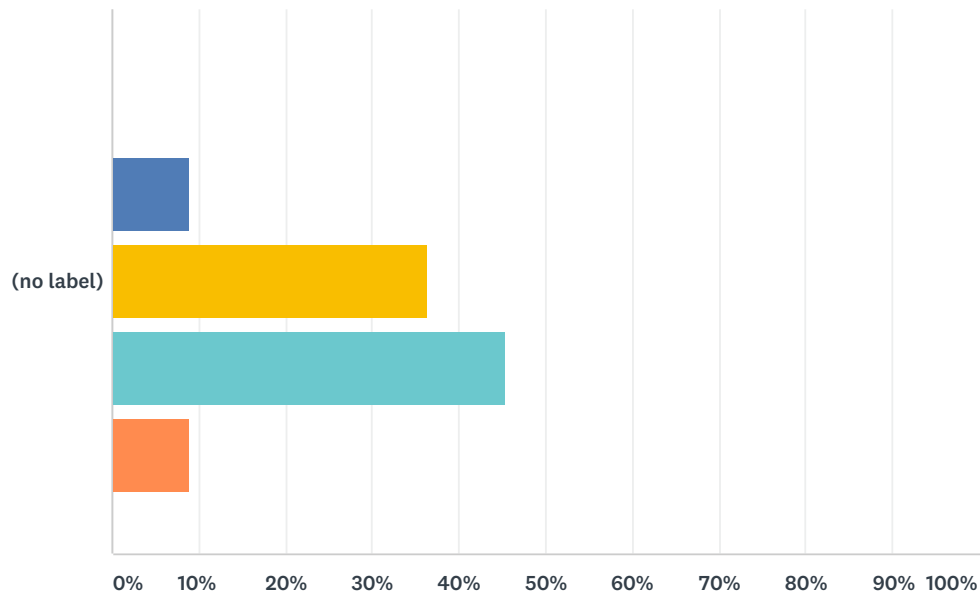


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	9.09%	27.27%	36.36%	18.18%	9.09%	11	2.91
	1	3	4	2	1		

Q10 A new technology exists known as perforated vinyl see-through coverings. These window coverings have small holes in them that make it difficult to see through from the outside but still allow you to see through from the inside. The outside appearance can be printed with letters and images to form a sign which covers the entire window area. This does not currently meet the requirements of the Village ordinance. How do you feel about continuing the prohibition of this technology?

Answered: 11 Skipped: 0

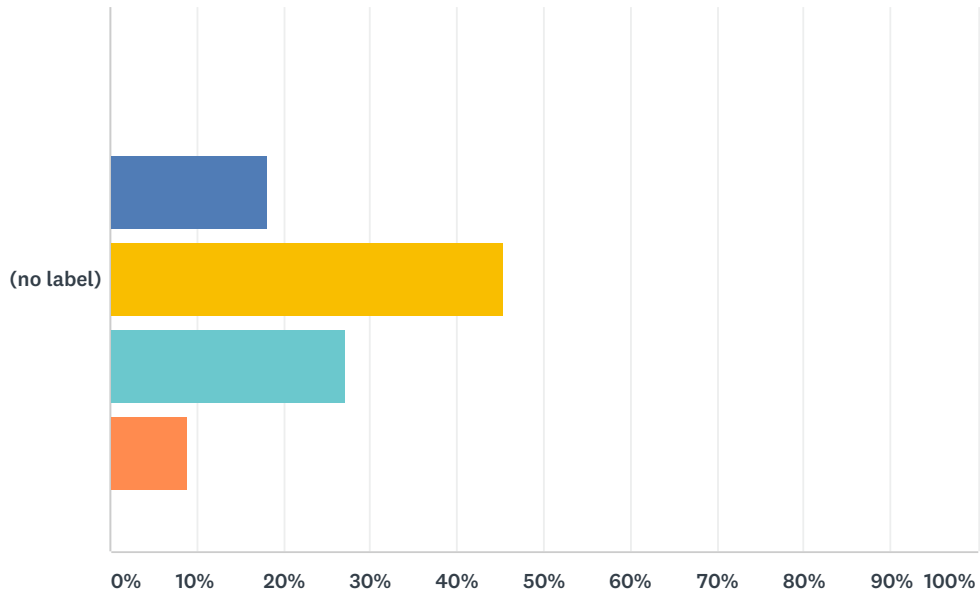


■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00%	9.09%	36.36%	45.45%	9.09%	11	3.55
	0	1	4	5	1		

Q11 Humans in costume or holding signs along public roads is considered prohibited. How do you feel about continuing this prohibition?

Answered: 11 Skipped: 0



■ Strongly agree
 ■ Agree
 ■ Neutral
 ■ Disagree
 ■ Strongly disagree

	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
(no label)	0.00%	18.18%	45.45%	27.27%	9.09%	11	3.27
	0	2	5	3	1		

Comments provided to Sign Ordinance Survey

Some temporary signs (such as "A" Frame, sandwich, feather banners, and mobile billboards) are currently prohibited within the Village. How do you feel about these prohibitions?

The village signage rules are very difficult. We feel they need to be more pro-business to help businesses grow.

If they are only temporary, I don't see a major issue

Those signs cheapen the look of the area and I don't want to see them in my village.

Temporary signs should be allowed for certain reasons: Non-temp signs destroyed or needing repair due to Mother Nature. Business still must be able to identify themselves to the consumer. But, the temp sign should only be allowed for a certain time frame.

I feel as a business you need to attract customers and let them know where you are

Makes simple advertising impractical and difficult

Obstructs traffic view on corners

What harm do they cause?

I think if it is a quality unit, it should be allowed.

Ground mounted permanent signs are limited to 100 square feet in general business area and 200 square feet in shopping centers. How do you feel about these standards?

should allow a little bigger sign

too small

The signs just are not big enough. The last thing we need is people trying to concentrate on looking for a sign instead of driving. If signs could be bigger they stand out more

They need to be bigger... still nice and nothing cheap looking but businesses need to be seen

Size should be at the discretion of the property owner. Light contamination would be the only concern pertinent to the village or outside parties.

How do I feel? How about, is this enough? A: No.

Wall signs are limited to 100 square feet in general business districts and 250 square feet in shopping centers. How do you feel about these standards?

That's actually not a bad limit but Perhaps one way to fine tune this would be to maybe make it a % of the total available square footage on the building facade. That way if a facade is larger it could accommodate a larger sign without it looking odd or gaudy. We all want as big of a sign as we can get but an ordinance that takes different sizes of buildings into consideration would make sense I think to business owners and consumers alike.

should be allowed to have a bigger sign

way too small

Again, don't see the value here. Should be up to the business and property owner.

Should be determined as to type of business.

Some types of wall signs (such as roof mounted, opaque letters which are backlit, and signs on retaining walls & fences) are currently prohibited within the Village. How do you feel about these prohibitions?

Many communities are very anti sign almost in an elitist kind of fashion. I think one way to attract businesses to LITH would be to come up with tasteful ways to allow some of these prohibited signs to be introduced back into town. I am talking about some forward thinking where you loosen things up in some areas and tighten them up in others. I don't know what the exact answer is for these particular signs but I know there is a thoughtful way to allow them.

Would like to be able to see where businesses are. better signage with increased roads and traffic are needed

the village needs to understand that signs are a very important part of advertising your business

We don't need these restrictions. There are better matters for the village to focus on.

Better signs equal more tax revenue

I'd like to put a sign on the rear of my building but it's currently prohibited.

As long as it is in good taste, it should be considered.

The Village currently prohibits any advertising signage for a business that is not located on the same property as the business. Do you agree with this prohibition?

Some businesses are tucked so far off the beaten path that an opportunity to let people know where they are would be a very welcome thing. Again, it would have to be spelled out very clearly as to where it could be allowed and size and such but this would definitely be a way to put LITH on the map.

Would like provision for temporary real estate signs with directional arrows.

But not if it include Billboards

I think a few yard signs in high traffic areas are great for a certain length of time

If the business is owned by the same business owner location should not matter. We should be allowed to advertise. If the business is merely affiliated it should not be permitted.

Unofficial flags, pennants and banners are currently prohibited within the Village. How do you feel about these prohibitions?

We are big fans of putting banners up periodically but I think that perhaps there is a way to not have to clog up village board time to give permission to put them up. There ought to be a way where staff can give the ok with the proper guidelines in place. I think that's what you were asking but if I am way off base I apologize.

Business should be allowed to have these signs for a time limit.

What does "unofficial" mean? Temporary pennants and/or banners should be allowed for events or new openings with a time frame of display

Exception: Brand new businesses with "grand opening" should be allowed to display a banner, but only for a certain amount of time.

if used throughout certain hours and doesn't interfere with reading road signs they should be allowed for certain times throughout the day

Need to see examples and for what kind of business... how many... and are they temp or permanent?

These are fun! They attract attention! They allow us to stay in business! Don't restrict these. Perhaps limit the number per business to 2 or 3 signs. To prevent excess.

Should allow for temporary or short term promotions.

If it is in good taste, should be ok.

All inflatable signs are currently prohibited within the Village. How do you feel about these prohibitions?

I think inflatable signs have their place too but these probably deserve more regulations over their appearance, size, etc. Personally that dumbass rat that the unions bring when they are picketing a construction site should never be allowed but somehow that shows up periodically.

Temp are ok for announcements, sales, promotions, etc... But need to be limited in consecutive days and maybe a cap of how many times a month/year they can be used. You don't want the thing out there all the time.

These can float away, cause problems when not secured and we are close to an airport. We can live without these.

Offer permits for temp sign for sales promotion

Special events should be allowed.

Current restrictions do not allow for the messages to blink, fluctuate, or move and restricts the illumination to white light. This prevents use of the full graphics capability of these signs. Should this restriction be kept in place?

This is a tricky one. I think for safety issues, blinking can be distracting and should stay as a restriction. Scrolling text is similar to blinking text imo. But allowing the use of some of the new high definition signs and putting in some restrictions on use would be something again that would be very business friendly.

This is a ridiculous restriction.

Signs that try to get my attention while I'm driving by flashing make the roads less safe.

I believe that businesses should be allowed to have electronic reader boards in place. Especially with the amount of construction going on for the next couple years. These signs could help drive sales at local business.

Not sure If that will be distracting or inhibit some residents sleep that live nearby said signs.

Blink, fluctuate or move yes restricted...white light only don't agree....

Doesn't the LITH sign at Miller and Randall road fluctuate? As well as a bank sign near Algonquin and Lakewood.

Lighted signs are a nuisance. Distracting to drivers and again, look cheap. I hate seeing businesses with those white LEDs in every window.

But, Neutral on ... the illumination to white light.

I think signs should be illuminated but nothing blinking or moving

Blinking lights, moving signs and flickering stuff requires people to focus harder to read them when passing by. Accidents do occur because of such distractions. Let Vegas stay in Vegas. Keep it tasteful.

The Village user's them so I guess others should be able too

I believe the use of illuminated and scrolling signage should be allowed.

Window signs are limited to 30 percent of the exterior windows. How do you feel about these standards?

Signage is the single best investment of advertising dollars hands down. I think allowing more coverage but putting restrictions somehow on content is a good way to go. You can just tell people that it's either abide by the content rules or don't have the signage.

should be more, say 50%

If someone wishes to cover their business window to advertise their business, who is the Village to say they cannot.

signs that are so small are hard to read and worthless

Certain businesses, like martial arts or salons should be able to cover more than 30% due to maintaining privacy.

The businesses need to do what they want and the customer will tell them it's too much. It's not the city's job to do that

As a photographer, and an owner of a business property in Lake in the Hills, I would like able to display my work on my windows without size restrictions.

Whether it's a window, or a brick wall.... What's the difference? Increased visibility into buildings isn't stopping theft better than a video camera. My insurance covers theft. Signs get me the business to pay for the insurance. Give me space to advertise.

70% seems more logical

A new technology exists known as perforated vinyl see-through coverings. These window coverings have small holes in them that make it difficult to see through from the outside but still allow you to see through from the inside. The outside appearance can be printed with letters and images to form a sign which covers the entire window area. This does not currently meet the requirements of the Village ordinance. How do you feel about continuing the prohibition of this technology?

Duh...you know how I feel about this having all of our windows covered. :)

these signs should be allowed

These are nice as it can also provide some shade into the business. My son's KyukiDo academy has them. I don't find them bothersome at all

I really don't see the harm that these do

Why are these not allowed, what is the harm?

Not sure it impacts anyone. Unless it's a safety issue.

this is a modern way to have signage at a lower cost to businesses and should be allowed

Not only is it great advertisement but it also helps with the glare from the sun. They are also shown to help with discoloration from the sun with furniture and carpet

If business want them you need to get out of the way

What's the difference between covering a window with blinds vs. a see-through cling. Either way, you can't see into the building.

These signs are very old technology. We currently these on the rear windows of our business vehicle and love them. These are excellent for energy efficiency (a green friendly way to cool buildings (and vehicles) in the summer and protect from excess sun) ***conserves electric too for those who care about the planet*** Excellent for advertising Maybe not the best for theft, but Who cares! As business owners we get the short end anyway. Only the state profits. We'd rather have the business to cover the insurance that pays for everything we lose.

How will the police be able to see in if called

These are clean looking and offer "tinted window" for stores which adds to the level of security

These signs should be allowed.

Time to adapt!

Can enhance building looks. Great for some businesses.

Humans in costume or holding signs along public roads is considered prohibited. How do you feel about continuing this prohibition?

As long as person is not in traffics way and following the rules, there should be no issue on this. We have used a costumed waver for years, but just the past couple of years this was changed by the village, which we highly disagree with. A lot of our clients also disagree with this ruling.

This is distracting and stupid looking.

Same reason as the flashing sign question. Because it gets my attention while I'm driving and distracting me

Nobody wants to see that.

Not sure it works and wouldn't want my kid in the costume... but again limit number of times a week/month total for the year a business can do it and it will illuminate the odd duck who wants to do it every day. The business still should have the right to do what they want and the customers will blast them if it's not good.

If you're willing god bless!

Again all it does is obstruct traffic

Do you have any other ideas or concerns we should consider as we move forward to improve our sign ordinance?

We would like to see the new ordinance include double sided electronic LED signage like other municipalities that we compete with for business.

We think the village should be a little more flexible, especially with all the construction going on, which will already be affecting businesses.

Please make sure that commercial real estate signs are exempt from regulation, specifically double sided and v-shaped. Off premises signs with directional arrows are often needed to get traffic to certain properties off the beaten path. A double sided 4x8 sign is 64 sf and should be permitted for larger properties.

If a sign must be located where it is hard to see, it can adversely affect a business's ability to be as profitable as possible, which means less tax income to the Public sector. Stop signs covered by foliage are also somewhat of a problem.

Billboards should be allowed.

No business signs in residential areas

I agree with current ordinances. Culture is important.

Businesses should be allowed to show their signs in any way that are safe. They should also be able to put up signs/flyers anywhere. How else would we get business?

If I wanted the place I live to look like Schaumburg, I would have moved there!

I believe business should be allowed to have electronic reader boards as well as lawn signs and A-Frames

No. I like everything the way it is.

Allow semi permanent signs to be approved online and with minimum fee, especially for new businesses or new business locations.

Maintaining a pleasant appearance should be prioritized.

I would like the village to keep a more restrictive stance on signage. Over use of lights and signs cheapens the look and feel of the village. Just drive north on 31 and you can feel when you get into McHenry. Huge, ugly lighted signs, feather flags (6 or more in front of one business). And I seriously hate when there are white LED borders in windows. We get it, you are a smoke shop or a strip club. I don't want those in my town.

Change the name to Mistake In The Hills

Make it easier for small businesses to advertise/have signs. Thank you.

Don't limit small businesses! Doing business in Illinois is hard enough without village ordinances strangling creativity and marketing opportunities.

Lowering overall cost of government would help. Property taxes continue to erode our bottom line. That's money my business needs to invest.

Appreciate you tackling this subject and being open to new ideas to strengthen business growth.

Revisit your animal ordinances next! We would appreciate it.

Make sure they are picked up off the corners that are just eye sores and they are getting worse all the time

Home base business should be able to have a single non invasive sign with the business name

Please get the ordinance updated as soon as possible, many LITH signs were damaged last spring by the village snow plows and we have been unable to update our sign until this ordinance has been updated. It should include the newer technology available to business owners to promote their business on their own property. Thank you



REQUEST FOR BOARD ACTION

MEETING DATE: September 10, 2019

DEPARTMENT: Community Services

SUBJECT: Public Access Easement Across Algonquin Road Surgery Center's Property

EXECUTIVE SUMMARY

The Algonquin Road Surgery Center prepared a plat of easement granting a public access easement across their property for Village Board acceptance. The Village requested Algonquin Road Surgery Center provide a public access easement to allow connection to the public access easement provided by the Residences of Lake in the Hills. The two easements would allow traffic to transit east or west between the two legs of Village Hall Drive in the future. At this time, there is no plan to connect the two existing pavement segments within the easements. The plat and ordinance accepting the easement are attached for your consideration.

FINANCIAL IMPACT

None

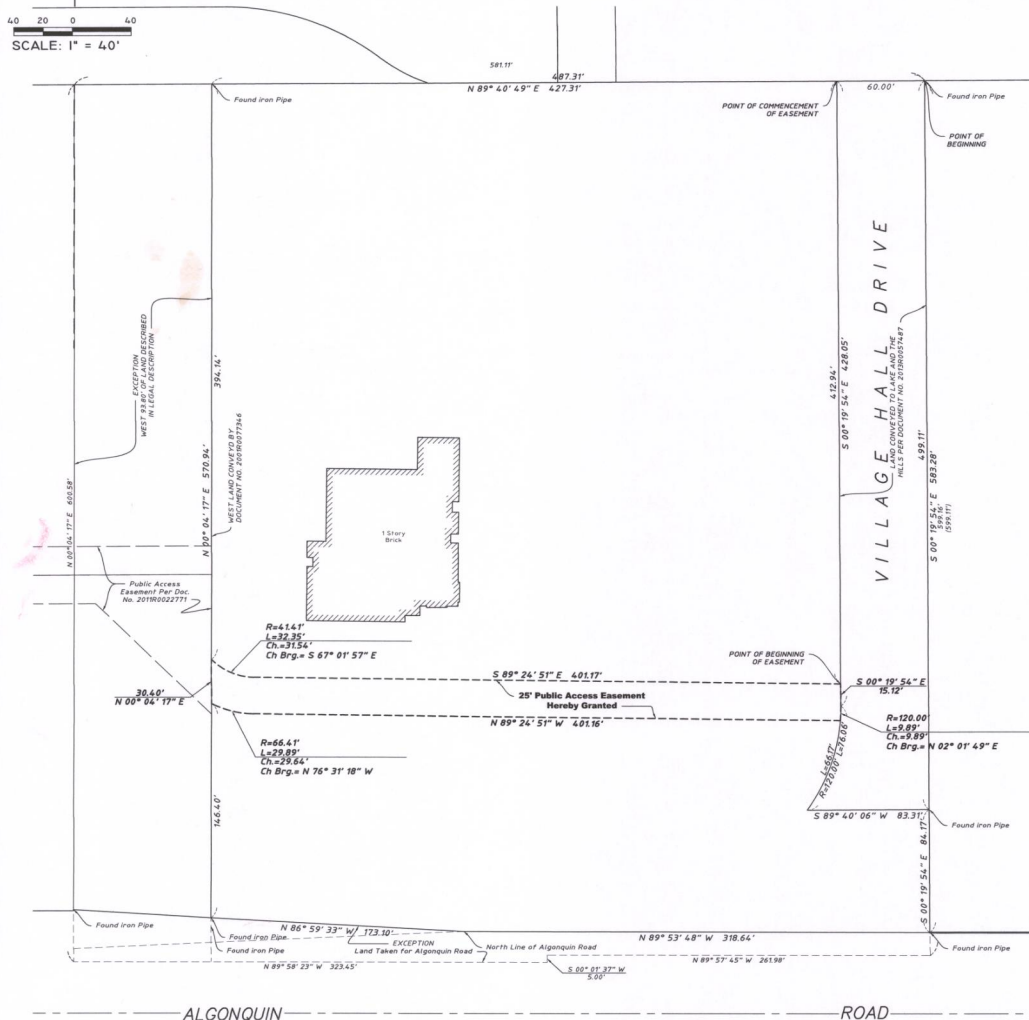
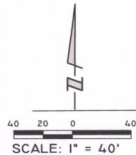
ATTACHMENTS

1. Plat
2. Ordinance

RECOMMENDED MOTION

Motion to approve an ordinance accepting the public access easement across the Algonquin Road Surgery Center's property at 2550 West Algonquin Road on Parcel 19-30-200-028.

MAIL PLAT TO:
HAEGER ENGINEERING LLC
CONSULTING ENGINEERS AND LAND SURVEYORS
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173



PLAT OF EASEMENT

IN

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE TRACT DESCRIBED IN DEED DOCUMENT 2010027 RECORDED FEBRUARY 13, 1995, AS FOLLOWS: COMMENCING AT A POINT ON THE WEST RIGHT OF WAY LINE OF RANDALL ROAD, SAID POINT BEING 2880.02 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 30; THENCE WESTERLY AT RIGHT ANGLES TO SAID WEST RIGHT OF WAY LINE OF RANDALL ROAD, A DISTANCE OF 502.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 593.11 FEET; THENCE WESTERLY A DISTANCE OF 383.75 FEET ALONG A LINE WHICH FORMS A COUNTER-CLOCKWISE ANGLE OF 89 DEGREES 59 MINUTES 09 SECONDS WITH THE LAST DESCRIBED LINE; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 1.50 FEET TO THE NORTH RIGHT OF WAY LINE OF HUNTERLY ALGONQUIN ROAD, SAID RIGHT OF WAY LINE BEING 65.00 FEET NORTH OF THE CENTERLINE OF SAID ROAD; THENCE WESTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, ALONG SAID NORTH LINE OF HUNTERLY ALGONQUIN ROAD, A DISTANCE OF 33.43 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 600.58 FEET; THENCE EASTERLY, A DISTANCE OF 343.24 FEET ALONG A LINE WHICH FORMS A COUNTER-CLOCKWISE ANGLE OF 90 DEGREES 20 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE, TO THE PLACE OF BEGINNING. EXCEPT THAT PART THEREOF TAKEN FOR ALGONQUIN ROAD, EXCEPTING THEREFROM THE WEST 93.80 FEET FROM SAID TRACT AND, ALSO NOT INCLUDING FROM SAID TRACT THE FOLLOWING LITTED PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST RIGHT OF WAY LINE OF RANDALL ROAD, SAID LINE BEING 60.00 FEET WEST OF THE CENTERLINE OF SAID ROAD, SAID POINT BEING 1880.02 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF SECTION 30, AS MEASURED ALONG THE WEST RIGHT OF WAY LINE; THENCE WESTERLY AT RIGHT ANGLES TO SAID WEST RIGHT OF WAY LINE OF RANDALL ROAD, SOUTH 89 DEGREES 09 MINUTES 38 SECONDS WEST A DISTANCE OF 502.99 FEET TO THE POINT OF BEGINNING, ALSO BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED DOC. 590257875; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, SOUTH 00 DEGREES 52 MINUTES 22 SECONDS EAST, A DISTANCE OF 499.11 FEET TO THE NORTH LINE OF AN EASEMENT PARCEL A IN EXHIBIT C OF AN EASEMENT AGREEMENT DOCUMENT RECORDED FEBRUARY 10, 1995 AS DOCUMENT 5908364; THENCE WESTERLY SOUTH 89 DEGREES 09 MINUTES 38 SECONDS WEST, A DISTANCE OF 83.31 FEET; THENCE NORTHERLY 76.06 FEET ALONG THE ARC OF A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 120.00 FEET WITH A CHORD BEARING NORTH 17 DEGREES 17 MINUTES 20 SECONDS EAST TO A POINT OF TANGENCY ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE FIRST COURSE OF THIS EXCEPTION PARCEL; THENCE NORTHERLY ALONG SAID LINE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 428.04 FEET TO A POINT ON A LINE BEARING SOUTH 89 DEGREES 09 MINUTES 38 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE EASTERLY NORTH 89 DEGREES 09 MINUTES 38 SECONDS EAST A DISTANCE OF 60.00 FEET TO THE PLACE OF BEGINNING OF THE PARCEL, IN MOHENTY COUNTY, ILLINOIS.

RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCHENRY } SS
THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF MOHENTY COUNTY, ILLINOIS, THIS DAY OF _____, 2017 AT _____ O'CLOCK _____ M AND RECORDED IN MAP BOOK _____ PAGE _____ AS DOCUMENT NUMBER _____

BY: _____
COUNTY RECORDER

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCHENRY } SS
MY SIGNATURE, AS VILLAGE ENGINEER FOR THE VILLAGE OF LAKE IN THE HILLS, CERTIFIES THAT THIS PLAT MEETS ALL THE REQUIREMENTS OF THE HILL CITIES ORDINANCES APPROVED THIS 16 DAY OF FEBRUARY, 2017.



CHIEF ENGINEER
VILLAGE ENGINEER

BOARD OF TRUSTEE'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCHENRY } SS
THE PLAT SHOWN HEREON ARE HEREBY APPROVED BY THE VILLAGE OF LAKE IN THE HILLS, MOHENTY COUNTY, ILLINOIS.

VILLAGE PRESIDENT _____ VILLAGE CLERK _____
ATTEST:

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCHENRY } SS
APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF LAKE IN THE HILLS.

CHAIRPERSON _____

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCHENRY } SS

MY SIGNATURE, AS TREASURER OF THE VILLAGE OF LAKE IN THE HILLS, CERTIFIES THAT THERE ARE NO DELINQUENT OR UNPAID, CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENT THEREOF THAT HAVE BEEN APORTIONED AGAINST THE LAND INCLUDED IN THIS PLAT OF SUBDIVISION.

DATED AT LAKE IN THE HILLS, MOHENTY COUNTIES, ILLINOIS, THIS _____ DAY OF _____, 2017.

VILLAGE TREASURER _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, JEFFREY W. GLUNT, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695 HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION, FROM SURVEYS AND OFFICIAL RECORDS, FOR THE USE AND PURPOSES HEREIN SET FORTH AND THAT THE PLAT IS A CORRECT REPRESENTATION OF THE HEREON CAPTIONED PROPERTY DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES F.

SCHAUMBURG, ILLINOIS _____ FEBRUARY 20, 2017

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695



HAEGER ENGINEERING
consulting engineers land surveyors

100 East State Parkway, Schaumburg, IL 60173
Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184.003132
www.haegerengineering.com

LEGAL DESCRIPTION FOR PUBLIC ACCESS EASEMENT HEREBY GRANTED

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LAND CONVEYED TO THE VILLAGE OF LAKE IN THE HILLS PER DOCUMENT NO. 2038007487 MORE COMMONLY KNOWN AS VILLAGE HALL DRIVE, THENCE SOUTH 00 DEGREES 19 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF VILLAGE HALL DRIVE, 412.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 19 MINUTES 54 SECONDS EAST ALONG SAID WEST LINE 25.32 FEET; THENCE SOUTHWESTERLY ALONG SAID WEST LINE, BEING A CURVE CONVEX TO THE WEST HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 9.89 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 9.89 FEET, AND A BEARING OF SOUTH 00 DEGREES 01 MINUTE 49 SECONDS WEST; THENCE NORTH BY DEGREES 24 MINUTES 51 SECONDS WEST, 38.38 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 66.41 FEET, AN ARC DISTANCE OF 29.88 FEET TO THE WEST LINE OF LAND CONVEYED BY DOCUMENT NO. 2003007743, THE CHORD OF SAID ARC HAVING A LENGTH OF 29.88 FEET, AND A BEARING OF NORTH 76 DEGREES 13 MINUTES 18 SECONDS WEST; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 30.40 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 41.43 FEET, AN ARC DISTANCE OF 32.35 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 33.54 FEET, AND A BEARING OF SOUTH 67 DEGREES 01 MINUTES 57 SECONDS EAST; THENCE SOUTH BY DEGREES 24 MINUTES 51 SECONDS EAST, 401.77 FEET TO THE POINT OF BEGINNING, IN MOHENTY COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCHENRY } SS

THIS IS TO CERTIFY THAT ERIC ZORNOW IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE PLAT HEREON DRAWN, THAT IT HAS CAUSED SAID PLAT OF EASEMENT TO BE PREPARED AS HEREON SHOWN AND THAT IT GRANTS THE EASEMENTS HEREOF SHOWN AND PER THE PROVISIONS STATED HEREIN.

SIGNED AT Woodstock ILLINOIS, THIS 29th DAY OF JULY, A.D. 2017

BY: Eric Zornow
TITLE: Manager

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCHENRY } SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT ERIC ZORNOW PERSONALLY KNOWN TO ME THE SAME PERSON OR PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT RESPECTIVELY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT OF SAID COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS 29 DAY OF July, A.D. 2017

(SEAL) Eric Zornow
NOTARY PUBLIC

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCHENRY } SS

THIS IS TO CERTIFY THAT I, _____, COUNTY CLERK OF MOHENTY COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SUBJECT PLAT.

GIVEN UNDER MY HAND AND SEAL IN WOODSTOCK, ILLINOIS THIS _____ DAY OF _____, 2017.

BY: _____
MOHENTY COUNTY CLERK

PREPARED BY:
HAEGER ENGINEERING, LLC
CONSULTING ENGINEERS AND LAND SURVEYORS
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173
TEL: (847)394-6600
FAX: (847)394-6608
PROJECT NO. 19-02

GRANT OF PUBLIC ACCESS EASEMENT.

THE OWNER OF THE LAND HEREON DESCRIBED GRANTS TO THE GENERAL PUBLIC A NON-EXCLUSIVE AND PERPETUAL EASEMENT TO USE FOR DRIVING VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS (INCLUDING MAINTENANCE, REPAIR AND RECONSTRUCTION OF WHICH AN EQUAL SHARE OF THE COST WILL BE PAID BY THE OWNER OF THE LAND DESCRIBED HEREON) AND THE OWNERS OF THE ADJACENT WESTERN PARCELS IN NO CASE SHALL COSTS BE ASSESSED TO A THIRD PARTY, SPECIFICALLY INCLUDING WITHOUT LIMITATION THE VILLAGE OF LAKE IN THE HILLS IN OVER AND UPON THE SHARED DRIVEWAY WITHIN THE STRIPS OF GROUND AS SHOWN BY DASHED LINES ON THE PLAT THE WIDTHS OF WHICH ARE SHOWN, AND MARKED "PUBLIC ACCESS EASEMENT".

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2019 - ____

**An Ordinance Accepting a Public Access Easement
across Algonquin Road Surgery Center's Property at
2550 West Algonquin Road on Parcel 19-30-200-028
in the Village of Lake in the Hills**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois (the "Village"), is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Lake in the Hills requested Algonquin Road Surgery Center provide a public access easement to allow connection to the public access easement provided by the Residences of Lake in the Hills. The two easements would allow traffic to transit east or west between the two legs of Village Hall Drive in the future.

WHEREAS, The Algonquin Road Surgery Center prepared a plat of easement granting a public access easement across their property for Village Board acceptance, as shown on Exhibit A. The Subject Property is located at 2550 West Algonquin Road, Lake in the Hills, IL 60156 with a PIN of 19-30-200-028; and

WHEREAS, The Lake in the Hills Planning and Zoning Commission acceptance signature is being left blank because the Commission has no involvement in this easement.

NOW, THEREFORE, Be It ordained by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that:

SECTION 1: The Corporate Authorities find that the statements in the foregoing preamble are true.

SECTION 2: A public access easement across Algonquin Road Surgery Center's property to allow connection to the public access easement provided by the Residences of Lake in the Hills is hereby accepted. This is in accordance with the plat of easement attached hereto as Exhibit A; and

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgement shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 12th day of September, 2019 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 12TH DAY OF SEPTEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

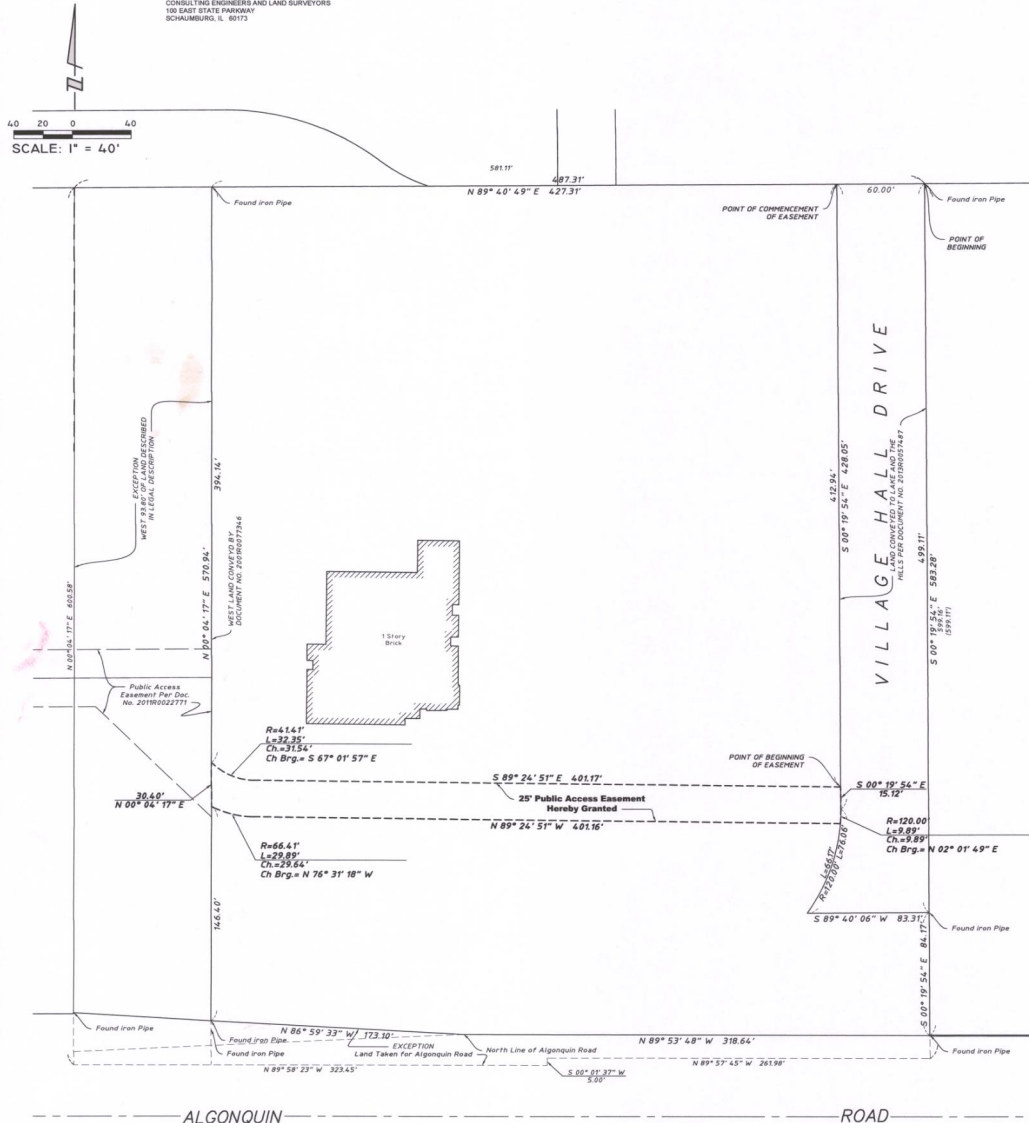
ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

PLAT OF EASEMENT

P.I.N. No. 19-30-200-025

MAIL PLAT TO: HAEGER ENGINEERING LLC CONSULTING ENGINEERS AND LAND SURVEYORS 100 EAST STATE PARKWAY SCHAUMBURG, IL 60173



PREPARED BY: HAEGER ENGINEERING, LLC CONSULTING ENGINEERS AND LAND SURVEYORS 100 EAST STATE PARKWAY SCHAUMBURG, IL 60173 TEL: (847)384-6600 FAX: (847)384-6608 PROJECT NO. 15-002

GRANT OF PUBLIC ACCESS EASEMENT. THE OWNER OF THE LAND HEREON DESCRIBED GRANTS TO THE GENERAL PUBLIC A NON-EXCLUSIVE AND PERPETUAL EASEMENT TO USE FOR DRIVING VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS (INCLUDING MAINTENANCE, REPAIR AND RECONSTRUCTION OF WHICH AN EQUAL SHARE OF THE COST WILL BE PAID BY THE OWNER OF THE LAND DESCRIBED HEREON) AND THE OWNERS OF THE ADJACENT WESTERN PARCELS IN NO CASE SHALL COSTS BE ASSESSED TO A THIRD PARTY, SPECIFICALLY INCLUDING WITHOUT LIMITATION THE VILLAGE OF LAKE IN THE HILLS IN OVER AND UPON THE SHARED DRIVEWAY WITHIN THE STRIPS OF GROUND AS SHOWN BY DASHED LINES ON THE PLAT THE WIDTHS OF WHICH ARE SHOWN, AND MARKED 'PUBLIC ACCESS EASEMENT'.

IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE TRACT DESCRIBED IN DEED DOCUMENT 20100278 RECORDED FEBRUARY 13, 1997, AS FOLLOWS: COMMENCING AT A POINT ON THE WEST RIGHT OF WAY LINE OF RANDALL ROAD, SAID POINT BEING 2880.02 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 30; THENCE WESTERLY AT RIGHT ANGLES TO SAID WEST RIGHT OF WAY LINE OF RANDALL ROAD, A DISTANCE OF 502.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 593.11 FEET; THENCE WESTERLY A DISTANCE OF 383.75 FEET ALONG A LINE WHICH FORMS A COUNTER-CLOCKWISE ANGLE OF 89 DEGREES 39 MINUTES 09 SECONDS WITH THE LAST DESCRIBED LINE; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 1.50 FEET TO THE NORTH RIGHT OF WAY LINE OF HUNTERLY-ALGONQUIN ROAD, SAID RIGHT OF WAY LINE BEING 65.00 FEET NORTH OF THE CENTERLINE OF SAID ROAD, THENCE WESTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, ALONG SAID NORTH LINE OF HUNTERLY-ALGONQUIN ROAD, A DISTANCE OF 33.43 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 600.58 FEET; THENCE EASTERLY, A DISTANCE OF 341.24 FEET ALONG A LINE WHICH FORMS A COUNTER-CLOCKWISE ANGLE OF 90 DEGREES 20 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE, TO THE PLACE OF BEGINNING. EXCEPT THAT PART THEREOF TAKEN FOR ALGONQUIN ROAD, EXCEPTING THEREFROM THE WEST 93.80 FEET FROM SAID TRACT AND, ALSO NOT INCLUDING FROM SAID TRACT THE FOLLOWING LITTED PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST RIGHT OF WAY LINE OF RANDALL ROAD, SAID LINE BEING 60.00 FEET WEST OF THE CENTERLINE OF SAID ROAD, SAID POINT BEING 1880.02 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF SECTION 30, AS MEASURED ALONG THE WEST RIGHT OF WAY LINE, THENCE WESTERLY AT RIGHT ANGLES TO SAID WEST RIGHT OF WAY LINE OF RANDALL ROAD, SOUTH 89 DEGREES 07 MINUTES 38 SECONDS WEST A DISTANCE OF 502.99 FEET TO THE POINT OF BEGINNING, ALSO BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED DOC. 59027287; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, SOUTH 00 DEGREES 52 MINUTES 22 SECONDS EAST, A DISTANCE OF 499.11 FEET TO THE NORTH LINE OF AN EASEMENT PARCEL A IN EXHIBIT C OF AN EASEMENT AGREEMENT DOCUMENT RECORDED FEBRUARY 10, 1995 AS DOCUMENT 59080834; THENCE WESTERLY SOUTH 89 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 83.31 FEET; THENCE NORTHERLY 76.06 FEET ALONG THE ARC OF A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 120.00 FEET WITH A CHORD BEARING NORTH 17 DEGREES 17 MINUTES 20 SECONDS EAST TO A POINT OF TANGENCY ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE FIRST COURSE OF THIS EXCEPTION PARCEL; THENCE NORTHERLY ALONG SAID LINE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 428.04 FEET TO A POINT ON A LINE BEARING SOUTH 89 DEGREES 07 MINUTES 38 SECONDS WEST FROM THE POINT OF BEGINNING, THENCE EASTERLY NORTH 89 DEGREES 07 MINUTES 38 SECONDS EAST A DISTANCE OF 60.00 FEET TO THE PLACE OF BEGINNING OF THE PARCEL, IN MOHENTY COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR PUBLIC ACCESS EASEMENT HEREBY GRANTED THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LAND CONVEYED TO THE VILLAGE OF LAKE IN THE HILLS PER DOCUMENT NO. 2018007487 MORE COMMONLY KNOWN AS VILLAGE HALL DRIVE, THENCE SOUTH 00 DEGREES 19 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF VILLAGE HALL DRIVE, 412.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 19 MINUTES 54 SECONDS EAST ALONG SAID WEST LINE 25.32 FEET; THENCE SOUTHWESTERLY ALONG SAID WEST LINE, BEING A CURVE CONVEX TO THE WEST HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 9.89 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 9.89 FEET, AND A BEARING OF SOUTH 00 DEGREES 01 MINUTE 49 SECONDS WEST; THENCE NORTH BY DEGREES 24 MINUTE 51 SECONDS WEST, 38.38 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 66.41 FEET, AN ARC DISTANCE OF 29.88 FEET TO THE WEST LINE OF LAND CONVEYED BY DOCUMENT NO. 2003007743, THE CHORD OF SAID ARC HAVING A LENGTH OF 29.88 FEET, AND A BEARING OF NORTH 76 DEGREES 13 MINUTES 18 SECONDS WEST; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 30.40 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 41.43 FEET, AN ARC DISTANCE OF 32.35 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 32.35 FEET, AND A BEARING OF SOUTH 67 DEGREES 01 MINUTE 57 SECONDS EAST; THENCE SOUTH 89 DEGREES 07 MINUTES 38 SECONDS EAST, 401.77 FEET TO THE POINT OF BEGINNING, IN MOHENTY COUNTY, ILLINOIS.

OWNER'S CERTIFICATE. THIS IS TO CERTIFY THAT ERIC ZORNOW IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE PLAT HEREON DRAWN, THAT IT HAS CAUSED SAID PLAT OF EASEMENT TO BE PREPARED AS HEREON SHOWN AND THAT IT GRANTS THE EASEMENTS HEREON SHOWN AND PER THE PROVISIONS STATED HEREIN. SIGNED AT HAZEL, ILLINOIS, THIS 29th DAY OF JULY, A.D. 2017.

NOTARY CERTIFICATE. I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT ERIC ZORNOW IS PERSONALLY KNOWN TO ME THE SAME PERSON OR PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT RESPECTIVELY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT OF SAID COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

COUNTY CLERK'S CERTIFICATE. STATE OF ILLINOIS)) COUNTY OF MOHENTY))

NOTARY PUBLIC. OFFICIAL SEAL: LORA CALLAWAY, NOTARY PUBLIC, STATE OF ILLINOIS, IN COMMERCIAL EXPRESSION SINCE 01/01/2010.

STATE OF ILLINOIS)) COUNTY OF MOHENTY))

STATE OF ILLINOIS)) COUNTY OF MOHENTY))

RECORDER'S CERTIFICATE. STATE OF ILLINOIS)) COUNTY OF MOHENTY))

VILLAGE ENGINEER'S CERTIFICATE. STATE OF ILLINOIS)) COUNTY OF MOHENTY))

BOARD OF TRUSTEE'S CERTIFICATE. STATE OF ILLINOIS)) COUNTY OF MOHENTY))

PLANNING AND ZONING COMMISSION CERTIFICATE. STATE OF ILLINOIS)) COUNTY OF MOHENTY))

VILLAGE TREASURER CERTIFICATE. STATE OF ILLINOIS)) COUNTY OF MOHENTY))

SURVEYOR'S CERTIFICATE. STATE OF ILLINOIS)) COUNTY OF COOK))

STATE OF ILLINOIS)) COUNTY OF MOHENTY))



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