



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

JULY 7, 2020
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. Administration
 1. Ordinance Amending Chapter 33, Section 33.08B “Number of Licenses Issued” of the Municipal Code
 - B. Finance
 1. Resolutions Designating Various Financial Institutions as Designated Depositories – Authorized Signers/Officials
 - C. Police Department
 1. PowerDMS Service Order & Terms and Conditions
 - D. Public Works
 1. Request from Boy Scout Troop 369 to park a Canoe Trailer in the parking lot at Nockels Park/LaBahn Hain House
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 – Parks and Recreation Month (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: July 7, 2020

DEPARTMENT: Administration

SUBJECT: Ordinance Amending Chapter 33, Section 33.08B "Number of Licenses Issued" of the Municipal Code

EXECUTIVE SUMMARY

Attached please find an Ordinance amending Section 33.08B of the Municipal Code providing for an additional Class A Liquor License for Dino's Pizza & Pasta. Dino's currently has a Class D Liquor License, which only allows for the sale of beer and wine. They have applied for a Class A Liquor License which allows for the retail sale, in restaurants, hotels, or country clubs only, of alcoholic liquor for consumption on the premises where sold. Following are the businesses that currently have a Class A Liquor License:

- Boulder Ridge Country Club
- AMC
- Lily Garden
- Bistro Wasabi
- Mori Sushi
- Cachas Tacos
- Alfredo's
- Woods Creek Tavern

The Ordinance also amends Section 33.08B by reducing the number of Class D Liquor Licenses.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance amending Chapter 33, Liquor Control and Liquor Licensing, Section 33.08B "Number of Licenses Issued" of the Lake in the Hills Municipal Code to increase the Class A Liquor Licenses allowed within the Village from eight to nine and reduces the Class D Liquor Licenses allowed within the Village from three to two.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020 - _____

**An Ordinance Amending Chapter 33, Liquor Control and
Liquor Licensing, Section 33.08B "Number of Licenses Issued"
of the Lake in the Hills Municipal Code**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, 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.

WHEREAS, the Village of Lake in the Hills has reviewed the number of liquor licenses issued for each classification of license available to business establishments within the Village; and

WHEREAS, the Village President and Board of Trustees of the Village desire to amend Chapter 33.08B of the Municipal Code to update the maximum number of Class A and Class D licenses; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, as follows:

SECTION 1: That Section 33.08B "Number of Licenses issued" of the Lake in the Hills Municipal Code shall be amended to read as follows:

**33.08 CLASSIFICATIONS, FEES, AND DAILY AND EVENT PERMITS, AND
AUXILIARY LICENSES**

B. NUMBER OF LICENSES ISSUED: There shall be in the Village not more than:

Class A:	Nine <u>Eight</u> Licenses
Class A-1:	One License
Class A-2:	Three licenses
Class A-3:	One License
Class B:	Ten Licenses
Class B-1:	Zero Licenses
Class C:	Two Licenses
Class D:	Two <u>Three</u> Licenses
Class E:	One License
Class E-1	One License
Class F:	One License
Class G:	Zero Licenses

Class H: Zero Licenses
 Class BWT: Zero Licenses
 Class BWT-1: Zero Licenses
 Class MBP: Zero Licenses

SECTION 2: 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 judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: 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 9th day of July 2020 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 9TH DAY OF JULY, 2020

 Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
 Village Clerk, Cecilia Carman

Published: _____



REQUEST FOR BOARD ACTION

MEETING DATE: July 7, 2020

DEPARTMENT: Finance

SUBJECT: **Resolutions - Designating Various Financial Institutions as Designated Depositories - Authorized Signers/Officials**

EXECUTIVE SUMMARY

The Village maintains several bank and investment accounts at multiple financial institutions, which vary in use from daily operating accounts, water billing collection accounts, State of Illinois revenue deposit accounts, and diversified investment accounts. Adequate Federal Deposit Insurance Corporation (FDIC) collateralization of funds is also achieved through the use of various financial institutions, which provides deposit insurance up to \$250,000 for all types of deposits received at an insured bank.

The Village President, Village Clerk, Village Administrator and Village Treasurer are the authorized signers/officials on all Village accounts and any two signatures are required to execute financial transactions (e.g. signing a payroll check or withdrawing funds). The financial institutions listed in the Resolutions are currently authorized as designated depositories; however, the authorized signers need to be updated for each institution due to recent change in Village Administrator. Fred Mullard will be added as the Village Administrator authorized signer/official. The Village President, Village Clerk and Village Treasurer require no change at this time.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. A Resolution Designating First National Bank as An Authorized Depository.
2. A Resolution Designating Home State Bank, N.A. as An Authorized Depository.
3. A Resolution Designating Illinois State Bank as An Authorized Depository.
4. A Resolution Designating U.S. Bank as An Authorized Depository.
5. A Resolution Designating Fifth Third Bank as An Authorized Depository.
6. A Resolution Designating Illinois Metropolitan Investment Fund as An Authorized Depository.
7. A Resolution Authorizing the Use of PMA Financial Network, Inc. and PMA Securities Inc. in Securing Investments.

RECOMMENDED MOTION

Approve the seven Resolutions updating the authorized signers/officials at each financial institution.

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2020-_____

**A Resolution Designating First National Bank as
An Authorized Depository**

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that First National Bank be and is hereby designated a depository in which the funds of this Corporation may be deposited by its officers, agents and employees, and the Village President, Village Clerk, Village Administrator, and Village Treasurer shall be and each of them is hereby authorized to endorse for deposit for negotiation any and all checks, drafts, notes, bills of exchange and orders for the payment of money, either belonging to or coming into possession of the Corporation. Endorsements for deposit may be by the written, stamped or facsimile endorsements of the Corporation without designation of the person making the endorsements.

BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator, and Village Treasurer (any two) of this Corporation are authorized to sign any and all checks, drafts, and orders including those drawn to the individual order of any such officer and/or other person signing the same without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, orders or the proceeds thereof.

BE IT FURTHER RESOLVED, that each of the foregoing resolutions shall continue in force until express written notice of its rescision or modification has been received by the said Bank but if the authority contained in them should be revoked or terminated by operation of law without such notice, it is resolved and hereby agreed for the purpose of inducing the said Bank to act thereunder, that said Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I FURTHER CERTIFY, that the following named persons are officers of said Village, duly qualified and now acting as such:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard

Village Treasurer:

Shane Johnson

Passed this 9th day of July, 2020 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 9TH DAY OF JULY, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST:

Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2020 - _____

**A Resolution Designating Home State Bank, N.A.
As An Authorized Depository**

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that Home State Bank, N.A. be and is hereby designated a depository in which the funds of this Corporation may be deposited by its officers, agents and employees, and the Village President, Village Clerk, Village Administrator and Village Treasurer shall be and each of them is hereby authorized to endorse for deposit for negotiation any and all checks, drafts, notes, bills of exchange and orders for the payment of money, either belonging to or coming into possession of the Corporation. Endorsements for deposit may be by the written, stamped or facsimile endorsements of the Corporation without designation of the person making the endorsements.

BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator and Village Treasurer (any two) of this Corporation are authorized to sign any and all checks, drafts, and orders including those drawn to the individual order of any such officer and/or other person signing the same without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, orders or the proceeds thereof.

BE IT FURTHER RESOLVED, that each of the foregoing resolutions shall continue in force until express written notice of its rescission or modification has been received by the said Bank but if the authority contained in them should be revoked or terminated by operation of law without such notice, it is resolved and hereby agreed for the purpose of inducing the said Bank to act thereunder, that said Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I FURTHER CERTIFY, that the following named persons are officers of said Village, duly qualified and now acting as such:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard

Village Treasurer:

Shane Johnson

Passed this 9th day of July, 2020 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 9TH DAY OF JULY, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST:

Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2020-_____

**A Resolution Designating Illinois State Bank as
An Authorized Depository**

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that Illinois State Bank be and is hereby designated a depository in which the funds of this Corporation may be deposited by its officers, agents and employees, and the Village President, Village Clerk, Village Administrator and Village Treasurer shall be and each of them is hereby authorized to endorse for deposit for negotiation any and all checks, drafts, notes, bills of exchange and orders for the payment of money, either belonging to or coming into possession of the Corporation. Endorsements for deposit may be by the written, stamped or facsimile endorsements of the Corporation without designation of the person making the endorsements.

BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator and Village Treasurer (any two) of this Corporation are authorized to sign any and all checks, drafts, and orders including those drawn to the individual order of any such officer and/or other person signing the same without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, orders or the proceeds thereof.

BE IT FURTHER RESOLVED, that each of the foregoing resolutions shall continue in force until express written notice of its rescission or modification has been received by the said Bank but if the authority contained in them should be revoked or terminated by operation of law without such notice, it is resolved and hereby agreed for the purpose of inducing the said Bank to act thereunder, that said Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I FURTHER CERTIFY, that the following named persons are officers of said Village, duly qualified and now acting as such:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard

Village Treasurer:

Shane Johnson

Passed this 9th day of July, 2020 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 9TH DAY OF JULY, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST:

Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2020-_____

A Resolution Designating U.S. Bank (Custodian for the Illinois Funds) as An Authorized Depository

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that U.S. Bank, including its subsidiaries, assigns, and successors in interest (Custodian for the Illinois Funds) be and is hereby designated a depository in which the funds of this Corporation may be deposited by its officers, agents and employees, and the Village President, Village Clerk, Village Administrator and Village Treasurer shall be and each of them is hereby authorized to endorse for deposit for negotiation any and all checks, drafts, notes, bills of exchange and orders for the payment of money, either belonging to or coming into possession of the Corporation. Endorsements for deposit may be by the written, stamped or facsimile endorsements of the Corporation without designation of the person making the endorsements.

BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator and Village Treasurer (any two) of this Corporation are authorized to sign any and all checks, drafts, and orders including those drawn to the individual order of any such officer and/or other person signing the same without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, orders or the proceeds thereof.

BE IT FURTHER RESOLVED, that each of the foregoing resolutions shall continue in force until express written notice of its rescission or modification has been received by the said Bank but if the authority contained in them should be revoked or terminated by operation of law without such notice, it is resolved and hereby agreed for the purpose of inducing the said Bank to act thereunder, that said Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I FURTHER CERTIFY, that the following named persons are officers of said Village, duly qualified and now acting as such:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard

Village Treasurer:

Shane Johnson

Passed this 9th day of July, 2020 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 9TH DAY OF JULY, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST:

Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2020-_____

**A Resolution Designating Fifth Third Bank as
An Authorized Depository**

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that Fifth Third Bank be and is hereby designated a depository in which the funds of this Corporation may be deposited by its officers, agents and employees, and the Village President, Village Clerk, Village Administrator, and Village Treasurer shall be and each of them is hereby authorized to endorse for deposit for negotiation any and all checks, drafts, notes, bills of exchange and orders for the payment of money, either belonging to or coming into possession of the Corporation. Endorsements for deposit may be by the written, stamped or facsimile endorsements of the Corporation without designation of the person making the endorsements.

BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator, and Village Treasurer (any two) of this Corporation are authorized to sign any and all checks, drafts, and orders including those drawn to the individual order of any such officer and/or other person signing the same without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, orders or the proceeds thereof.

BE IT FURTHER RESOLVED, that each of the foregoing resolutions shall continue in force until express written notice of its rescission or modification has been received by the said Bank but if the authority contained in them should be revoked or terminated by operation of law without such notice, it is resolved and hereby agreed for the purpose of inducing the said Bank to act thereunder, that said Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I FURTHER CERTIFY, that the following named persons are officers of said Village, duly qualified and now acting as such:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard

Village Treasurer:

Shane Johnson

Passed this 9th day of July, 2020 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 9TH DAY OF JULY, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST:

Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2018-_____

**A Resolution Designating Illinois Metropolitan Investment Fund
as An Authorized Depository**

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that Illinois Metropolitan Investment Fund be and is hereby designated a depository in which the funds of this Corporation may be deposited by its officers, agents and employees, and the Village President, Village Clerk, Village Administrator and Village Treasurer shall be and each of them is hereby authorized to endorse for deposit for negotiation any and all checks, drafts, notes, bills of exchange and orders for the payment of money, either belonging to or coming into possession of the Corporation. Endorsements for deposit may be by the written, stamped or facsimile endorsements of the Corporation without designation of the person making the endorsements.

BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator and Village Treasurer (any two) of this Corporation are authorized to sign any and all checks, drafts, and orders including those drawn to the individual order of any such officer and/or other person signing the same without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, orders or the proceeds thereof.

BE IT FURTHER RESOLVED, that each of the foregoing resolutions shall continue in force until express written notice of its rescission or modification has been received by the said Bank but if the authority contained in them should be revoked or terminated by operation of law without such notice, it is resolved and hereby agreed for the purpose of inducing the said Bank to act thereunder, that said Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I FURTHER CERTIFY, that the following named persons are officers of said Village, duly qualified and now acting as such:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard

Village Treasurer:

Shane Johnson

Passed this 9th day of July, 2020 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 9TH DAY OF JULY, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST:

Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

Resolution 2020-_____

**A Resolution Authorizing the Use of
PMA Financial Network, Inc. and PMA Securities, Inc.
in Securing Investments**

Whereas, the Board of Trustees of the Village of Lake in the Hills deems it to be in the best interest of the Village of Lake in the Hills for its Treasurer to make use, from time to time, of investments which are legal under the applicable state statutes; and

Whereas, a list of authorized and suitable investments for the Village of Lake in the Hills is included in its Investment Policy that has been approved by the Board of Trustees of the Village of Lake in the Hills; and

Whereas, the Board of Trustees of the Village of Lake in the Hills deems it to be in the best economic and administrative interest of the Village of Lake in the Hills for its Treasurer to make use of, from time to time, PMA Financial Network, Inc. and PMA Securities, Inc. in securing such investments;

NOW, THEREFORE, BE IT RESLOVED by the President and Board of Trustees of the VILLAGE OF LAKE IN THE HILLS, McHenry County and State of Illinois, as follows:

SECTION 1: The foregoing recitals are incorporated herein as findings of the President and Board of Trustees of the Village of Lake in the Hills; and

SECTION 2: That the Treasurer shall make use of investments legal under the applicable state statutes and approved in the Village of Lake in the Hills' Investment Policy and that when needed, notice of any modifications made to the Investment Policy, from time to time, be provided by the Treasurer; and

SECTION 3: That monies of the Village of Lake in the Hills may be invested at the discretion of its Treasurer or those acting on behalf of the Treasurer through the intermediary (PMA Financial Network, Inc. and PMA Securities, Inc.); and

SECTION 4: That the Treasurer may acquire guarantees for prompt return of invested and deposited monies; and

SECTION 5: That the Village of Lake in the Hills may open a depository account and enter into wire transfer agreements, third party surety agreements, safekeeping

agreements, collateral agreements, and lockbox agreements with Harris N.A. and other institutions participating in PMA Programs for the purpose of transaction clearing and safekeeping or the purchase of insured certificates of deposit through PMA's Insured CD Program, and PMA Financial Network, Inc. and/or PMA Securities, Inc. are authorized to act on behalf of the Village of Lake in the Hills as its agent with respect to such accounts and agreements; and

SECTION 6: That the Treasurer or those acting on behalf of the Treasurer may execute documents, financial planning contracts, financial advisory contracts and other applicable agreements, as necessary, with PMA Financial Network, Inc. and PMA Securities, Inc. The following individuals, or their successors, currently holding the office or position are designated as "Authorized Officials" with full power and authority to effectuate the investment and withdrawal of monies, contracts, and agreements on behalf of the Village of Lake in the Hills:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard
Village Treasurer:	Shane Johnson

SECTION 7: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 9th day of July, 2020 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 9TH DAY OF JULY, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: July 7, 2020

DEPARTMENT: Police Department

SUBJECT: PowerDMS Service Order & Terms and Conditions

EXECUTIVE SUMMARY

The department uses PowerDMS software to manage and track compliance standards for the Illinois Law Enforcement Accreditation Program (ILEAP). The ILEAP module is set to renew for another term starting September 22, 2020, to September 21, 2021. Paragraph 9 in the Terms and Conditions includes an indemnification clause requiring Board approval

FINANCIAL IMPACT

The total renewal price is \$850 with funds available in the 2020 budget for the purchase.

ATTACHMENTS

1. PowerDMS Service Order #Q-75387
2. PowerDMS Inc. Terms and Conditions Last updated: March 7, 2019

RECOMMENDED MOTION

Motion to approve and authorize the Chief of Police to execute the PowerDMS Service Order.

Contract Details **Order Details**

Account Number: A-1334
Customer: Lake In The Hills Police Department (IL)
Sales Rep: Salesforce Administrator

Order #: Q-75387
Order Date: 9/22/2020
Valid Until: 9/22/2020
Subscription Start Date: 9/22/2020
Initial Term (months): 12

Customer Contact

Billing Contact: Lake In The Hills Police Department (IL)
 Joyce Griggel
Address: 600 Harvest Gate
 Lake in the Hills, IL 60156

Billing Contact Email: jgriggel@lith.org
Phone: (847) 658-5676
Fax:

Payment Terms

Payment Term: Net 60 **Notes:**

PO Number:

Subscription Service

Item	Start Date	End Date	Qty	Type	List Price	Total
PowerDMS Standards for ILEAP (Illinois)	9/22/2020	9/21/2021	1	Recurring	\$850.00	\$850.00
Attach proofs to show compliance with ILEAP Standard, assign assessment tasks, track revisions, and status-based grading.						
ILEAP Standards Manual (Illinois)	9/22/2020	9/21/2021	1	Recurring	\$0.00	\$0.00
View Standards Manual electronically.						
TOTAL:						\$850.00

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in writing by PowerDMS and Licensee, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <http://www.powerdms.com/terms-and-conditions/>. The Effective Date (as defined in the terms and conditions) shall be the date set forth below.

Accepted and Agreed By:
Lake In The Hills Police Department (IL)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL

PowerDMS, Inc.
Terms and Conditions
Last updated: March 7, 2019

These Terms and Conditions (this "**Agreement**") shall be effective between the Customer and PowerDMS as of the Effective Date. This Agreement governs the purchase and use of the Services by Customer. By execution of one or more Service Orders, Customer accepts the terms of this Agreement and thereby agrees to be bound by the terms and conditions set forth in this Agreement.

1. Definitions; Construction

1.1. Definitions.

"**Agreement**" means these PowerDMS Terms and Conditions.

"**Customer**" means the entity or organization identified on the Service Order.

"**Customer Data**" means electronic data and information submitted by or for Customer to PowerDMS in connection with the Services.

"**Effective Date**" means the date on which the Customer executes the first Service Order.

"**Intellectual Property Rights**" means all trade secrets, United States patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the United States.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**PowerDMS**" means PowerDMS, Inc., a Delaware corporation.

"**PowerDMS Technology**" means the software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that PowerDMS uses to make its software as a service subscription products and related services available to its customers.

“Service Order” means an ordering document executed by Customer, whether or not designated a “Service Order”, specifying the Services the Customer is purchasing from PowerDMS, as such Service Order may be amended from time to time as mutually agreed by the Customer and PowerDMS. Service Orders shall not include Customer’s purchase order forms.

“Services” means the PowerDMS software as a service (SaaS) subscription products and/or professional services described in one or more Service Orders executed by the Customer.

“Users” means an individual who is an employee or independent contractor of Customer who has been authorized by Customer to use the Services, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, PowerDMS at Customer’s request) has supplied a user identification and password.

“Volunteered Data” shall include any and all suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer or its Users relating to the Services or the PowerDMS Technology as well as any portion of the Customer Data that the Customer submits into the PowerDMS Success Community or otherwise unambiguously identifies through the Services as being made freely available to PowerDMS or other PowerDMS customers. Volunteered Data shall not include Protected Health Information (PHI), data applicable to or regulated by the Payment Card Industry–Data Security Standards (PCI-DSS), Personally Identifiable Information (PII), or personal data of data subjects within the European Union (EU), European Economic Area (EEA), or Switzerland.

1.2. Construction. This Agreement applies to the provision of all Services. The parties will enter into one or more Service Orders that contain additional terms and conditions applicable to the provision of certain Services. Upon execution by the Customer, each Service Order will be incorporated into this Agreement. In the event of any conflict between the provisions of this Agreement and any Service Order, the provisions of the Service Order will prevail, but only to the extent of such conflict.

2. **Services**

2.1. Services. PowerDMS will (a) make the Services available to Customer and Customer’s Users pursuant to this Agreement and any applicable Service Orders, (b) provide applicable standard support for the Services at no additional charge (or such other level of support specified in a Service Order), (c) use commercially reasonable efforts, using applicable current industry practices, to ensure the Services do not contain or transmit any Malicious Code, and (d) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime (of which

PowerDMS will give advance notice).

2.2. Subscriptions. Unless otherwise provided in the applicable Service Order, Services are purchased as subscriptions. If Customer elects to increase the number of Users permitted to use the Services pursuant to a subscription, fees for the additional Users will be calculated at the same per User pricing as the underlying subscription and will be prorated for the portion of that subscription term remaining at the time the additional Users are added. Any such modification to a subscription will be confirmed in writing by Customer.

2.3. Customer Responsibilities. Customer will responsible for (a) ensuring Customer and its Users comply with terms and conditions of this Agreement and each Service Order for all acts of its Users, (b) the accuracy, quality and legality of the Customer Data, the means by which the Customer obtained the Customer Data and Customer's use of the Customer Data in connection with the Services, (c) using reasonable efforts to prevent unauthorized access to or use of Services, and provide prompt notice to PowerDMS of any unauthorized access or use, (d) using the Services only in accordance with this Agreement, any applicable Service Orders and applicable laws and government regulations, and (e) allocating the necessary resources and personnel to cooperate with PowerDMS staff in a timely manner to allow the Services to perform.

2.4. Restrictions. Customer will not, and will ensure its Users do not (a) make any of the Services available to anyone other than Users or use any Services for the benefit of anyone other than Customer and its Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit Protected Health Information (PHI), unless otherwise agreed in writing by the parties, (e) use the Services to store, transmit or process the personal data of data subjects within the European Union (EU), European Economic Area (EEA), or Switzerland unless otherwise agreed in writing by the parties, (f) use the Services to store or transmit data applicable to or regulated by the Payment Card Industry – Data Security Standards (PCI-DSS), (g) use the Services to store or transmit Malicious Code, (h) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (i) attempt to gain unauthorized access to the Services or its related systems or networks, (j) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (k) frame or mirror any part of the Services, other than framing on Customer's own intranets or otherwise for Customer's own internal purposes, (l) access the Services for the purpose of building, selling or marketing a competitive product or service or

copying any PowerDMS Technology, (m) remove the copyright, trademark, or any other proprietary rights or notices included within PowerDMS Technology and on and in any documentation or training materials, (n) disassemble, reverse engineer, or decompile the Services, including PowerDMS Technology or otherwise attempt to obtain or perceive the source code of PowerDMS Technology, or (o) use the Services in a manner which violates any applicable laws.

2.5. Infringing Content. PowerDMS reserves the right to delete or disable content stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if PowerDMS otherwise reasonably believes any such content is in violation of Section 2.4(c).

2.6. Modifications to Services. The Services may be modified by PowerDMS from time to time as it deems necessary to address changes in technology and the needs of its customers, provided that any such modification will not degrade the functionality of the Services in any material manner, unless required by applicable law. PowerDMS will notify Customer in advance of any material modifications.

2.7. Third Party Services. The Services may permit Customer and its Users to access services or content provided by third parties through the Services ("**Third Party Offerings**"). Customer agrees that PowerDMS is not the original source and shall not be liable for any inaccuracies contained in any content provided in a Third Party Offering. PowerDMS makes no representations, warranties or guarantees with respect the Third Party Offerings or any content contained therein. PowerDMS may discontinue access to any Third Party Offering through the Services, with or without notice, if the relevant agreement with the applicable third party no longer permits PowerDMS to provide such access.

3. **Proprietary Rights and Licenses**

3.1. Limited License to Use Services. Subject to the terms and conditions of this Agreement, PowerDMS hereby grants to Customer a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license, for the term of each Service Order, to access and use, and to permit its Users to access and use, the Services, solely for Customer's operations in its ordinary course of business.

3.2. Limited License to Use Customer Data. Customer hereby grants to PowerDMS a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license (except to its sub-processors, as required for the provision of the Services), to aggregate, compile, and otherwise use the Customer Data, as necessary to perform the Services, to create Statistical Data and Anonymized Data for the purposes described in 3.3 below and as otherwise may be agreed in writing by Customer.

3.3. Statistical Data and Anonymized Data. PowerDMS tracks and collects certain information about how Users use the Services and uses the information collected to

obtain general statistics regarding the use of the Services and to evaluate how Users use and navigate the Services (collectively, "Statistical Data"). PowerDMS may use Statistical Data for PowerDMS's internal analytical purposes, including the improvement and enhancement of the Services and PowerDMS's other offerings. At times, PowerDMS may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, "Anonymized Data"). Anonymized Data will not contain information that identifies or could be used to identify Customer or its Users. Customer agrees that Anonymized Data is not Confidential Information of Customer. PowerDMS may use Anonymized Data to create reports that it may use and disclose for PowerDMS's commercial or other purposes.

3.4. Reservation of Rights. No rights or licenses are granted except as expressly set forth herein. Without limited the foregoing, subject to the limited rights expressly granted in this Section 3, all right, title and interest (including all related Intellectual Property Rights) in and to (a) the Services and the PowerDMS Technology is retained by PowerDMS, and (b) the Customer Data is retained by Customer.

3.5. Feedback and Volunteered Data. Customer grants PowerDMS a worldwide, perpetual, irrevocable, royalty-free license to use, disclose, reproduce, license or otherwise distribute and incorporate into the Services and the PowerDMS Technology any "**Volunteered Data**".

3.6. Federal Government Use. If the Services or the PowerDMS Technology are made available to a federal government end user, for ultimate federal government end use, technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement.

4. **Fees**

4.1. Fees. Customer will pay PowerDMS all fees specified in a Service Order. Except as otherwise specified in this Agreement or in a Service Order Form, payment obligations are non-cancelable, and fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant subscription term.

4.2. Payment Terms. Fees set forth in each Service Order are due on the date set forth on the invoice referencing such Service Order.

4.3. Customer Purchase Orders. Except as otherwise specified in a Service Order, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Service Order. Any reference to a purchase order in a Service Order or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order or in any way be

deemed to modify, alter, supersede or supplement any Service Order or this Agreement.

4.4. Taxes. The fees set forth in each Service Order do not reflect any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchase and use of Services, excluding any taxes based upon PowerDMS's personal property ownership or net income. If PowerDMS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4.4, PowerDMS will invoice Customer for, and Customer will promptly pay, the amount of such Taxes unless Customer provides PowerDMS with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.5. Overdue Charges. Any invoiced amount that is not received by PowerDMS when due as set forth in a Service Order will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower.

4.6. Suspension of Services. If any amount owing by Customer is more than 30 days overdue, PowerDMS may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

4.7. Payment Disputes. PowerDMS will not exercise its rights under Section 4.5 or 4.6 so long as Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5. **Confidentiality**

5.1. Definition of Confidential Information. "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. PowerDMS Confidential Information includes the PowerDMS Technology and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Service Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

5.2. Obligations. The Receiving Party will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less

than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

5.3. Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.4. Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 5, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

6. **Customer Data**

6.1. Data Protection. PowerDMS will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by PowerDMS personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for PowerDMS to rely upon the security processes and measures utilized by PowerDMS's cloud infrastructure providers.

6.2. Data Breach Notification. PowerDMS will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within custody and control (a "**Security Breach**") within 72 hours of PowerDMS's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. Except to the extent required otherwise by applicable law, Customer will have approval rights on notifying any third-party regulatory authority of the Security Breach. If applicable law or Customer's policies require notification of its Users or others of the Security Breach, Customer shall be responsible for such notification.

6.3. Data Export, Retention and Destruction. Customer may export or delete

Customer Data from the Services at any time during the subscription term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on PowerDMS's systems using the then existing features and functionality of the Services, PowerDMS will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by PowerDMS, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, PowerDMS will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.

7. Term; Termination

7.1. Term of Agreement. Subject to earlier termination as provided below, this Agreement begins on the Effective Date and continues until the last Service Order has expired or has been terminated.

7.2. Termination for Breach. A party may terminate this Agreement or any Service Order (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.3. Subscription Term and Renewal. The term of each subscription for Services will be as specified in the applicable Service Order. At least 30 days prior to the expiration of a Service Order, PowerDMS will send a new Service Order notifying Customer of the pricing applicable to a renewal subscription for a period equal to the expiring subscription term or one year (whichever is shorter). The new Service Order shall be deemed to be effective if (a) Customer returns the executed Service Order to PowerDMS, (b) Customer remits payment to PowerDMS of the fees set forth in the invoice referencing the Service Order, or (c) Customer or any of its Users access or use the Services after the expiration of the previous term.

7.4. Effect of Termination. Upon termination of this Agreement for any reason, Customer and its Users will cease all use of the Services and, except for PowerDMS's right to receive accrued but unpaid fees and as provided in Section 11.12 (Survival), all rights and obligations of the parties hereunder will automatically cease. Notwithstanding the foregoing, termination will not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination. If this Agreement is terminated by Customer in accordance with Section 7.2, PowerDMS will refund to Customer any prepaid fees covering the remainder of the subscription term of all Service Orders after the effective date of termination.

7.5. Suspension. PowerDMS may suspend Customer's or any User's right to access or use any portion of the Services if PowerDMS determines that Customer's or Users' use of the Services (i) poses a security risk to the Services, PowerDMS or any third party, (ii) may adversely impact the Services, or the networks or data of any other PowerDMS customer, business partner or service provider, (iii) does not comply with this Agreement, a Service Order or applicable law, or (iv) may subject PowerDMS or any third party to liability. PowerDMS will endeavor to provide as much notice as is reasonably practicable under the circumstances, and to reinstate the Services as soon as reasonably practicable following resolution of the issue.

8. **Representation and Warranties; Disclaimers**

8.1. PowerDMS. PowerDMS represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to Customer in this Agreement; (b) this Agreement is the legal, valid, and binding obligation of PowerDMS, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity) (c) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement; (d) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound, and (e) it will perform the Services in accordance with this Agreement in a timely, professional and workmanlike manner.

8.2. Customer. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to PowerDMS; (b) this Agreement is the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity); (c) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound; and (d) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement.

8.3. Disclaimer of Implied Warranties. THE WARRANTIES SET FORTH IN SECTION 8.1 AND 8.2 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY POWERDMS AND CUSTOMER, HEREUNDER, RESPECTIVELY. EACH OF POWERDMS AND CUSTOMER EXPRESSLY DISCLAIMS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE

SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, THAT THE SERVICES ARE SECURE, OR THAT THE SERVICES WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ALL THIRD-PARTY OFFERINGS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. POWERDMS MAKES NO WARRANTY THAT THE SERVICES WILL COMPLY WITH THE LAWS (INCLUDING WITHOUT LIMITATION ANY LAWS RESPECTING DATA PRIVACY) OF ANY JURISDICTION OUTSIDE OF THE UNITED STATES OF AMERICA.

9. Indemnification

9.1. By PowerDMS. PowerDMS will defend Customer from and against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Services infringe or misappropriate such third party's Intellectual Property Rights, provided PowerDMS is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement. The foregoing obligations do not apply with respect to any infringement resulting from the modification of the Services or combination of the Services with software, hardware, data, or processes not provided by PowerDMS, the continued use of the Services by Customer after being notified of the alleged infringement or after being informed of modifications that would have avoided the infringement, or Customer's use of the Services in violation of this Agreement or the applicable Service Order.

9.2. By Customer. To the extent permitted by applicable law, Customer will defend PowerDMS from and against claim, demand, suit or proceeding made or brought against PowerDMS (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's Intellectual Property Rights, (b) in connection with Customer's violation of any applicable laws, or (c) in connection with a dispute between a User and Customer, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

9.3. Mitigation. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by PowerDMS to be infringing, PowerDMS may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and

Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

9.4. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. **Limitation of Liability.**

10.1. Exclusion of Certain Claims. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, POWERDMS SHALL NOT BE LIABLE FOR THE CRIMINAL ACTS OF THIRD PARTIES.

10.2. Limitation of Liability. EXCEPT WITH REGARD TO LIABILITY FOR THE INDEMNITY OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM OF ALL AMOUNTS REQUIRED TO BE PAID BY CUSTOMER TO POWERDMS IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY.

11. **General Provisions**

11.1. Entire Agreement. This Agreement and any Service Orders executed by Customer constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. This Agreement (excluding the Service Orders) may be modified or amended from time to time at the discretion of PowerDMS, and PowerDMS will post the most current version of this Agreement at www.powerdms.com/terms-and-conditions. Any Service Order executed or amended, or any subscription term specified in any Service Order which is renewed or otherwise extended, shall be subject to the terms and conditions of this Agreement, as so modified or amended. Except for the terms of any Service Order executed by Customer, any additional, supplementary or conflicting terms supplied by either party (whether in hard copy or electronic form), including those contained or referenced in any invoice, purchase order or policies, are expressly rejected by each party and shall serve only the purpose of identifying the products or services ordered.

11.2. No Waiver. The failure of a party to enforce any right or provision in this

Agreement will not constitute a waiver of such right or provision.

11.3. Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with PowerDMS's prior written consent. PowerDMS may assign this Agreement without Customer's consent to a parent, subsidiary, an acquirer of all or substantially all of the assets of PowerDMS or a successor by merger or other business combination. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.4. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision will be deemed stricken from the Agreement and the remaining provisions of this Agreement will remain in full force and effect.

11.5. Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever.

11.6. Publicity. Unless otherwise provided in the applicable Sales Order, PowerDMS may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

11.7. No Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.8. Resolution of Disputes. In the event of a dispute between the parties regarding this Agreement, the parties hereby agree to attempt to resolve the dispute by entering into good faith negotiations. If, within thirty (30) days, the parties do not reach agreement on the resolution of the dispute, the dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any award shall be final, binding and conclusive upon the parties and a judgment rendered thereon may be entered in any court having jurisdiction thereof. Except as may be prohibited by law, the arbitrator may, in his or her discretion, award reasonable attorneys' fees and other costs of arbitration to the prevailing party.

11.9. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be given using the contact information with respect to each party set forth in the applicable Service Order or such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 11.9.

11.10. Force Majeure. Neither party will be liable for failure to perform its obligations hereunder, except the obligation to make payment due, to the extent that it's performance is prevented, hindered or delayed as a result of strikes, riots, fires,

explosions, acts of God, acts of terrorism, war, governmental action, labor conditions, internet service interruptions or slowdowns, vandalism or cyber-attacks, or any other cause beyond the reasonable control of such party.

11.11. Electronic Signatures; Counterparts. Signatures and other express indications of agreement sent by electronic means (facsimile or scanned and sent via e-mail or signed by electronic signature service where legally permitted) will be deemed original signatures. This Agreement may be signed in multiple counterparts, each of which will be deemed an original and which will together constitute one agreement.

11.12. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability.



REQUEST FOR BOARD ACTION

MEETING DATE: July 7, 2020

DEPARTMENT: Public Works

SUBJECT: **Boy Scout Troop 369 requesting to park their Canoe Trailer in the parking lot at Nockels Park/ LaBahn Hain House**

EXECUTIVE SUMMARY

Boy Scout Troop 369 is requesting permission to park their Slick-Rydr Canoe Trailer, which holds 10 canoes and several kayaks, in the parking lot at Nockels Park/ LaBahn Hain House from July 2020 through September 2020. This is the sixth consecutive year that the Village has received this request.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Boy Scout Troop 369 Letter

RECOMMENDED MOTION

Motion to allow Boy Scout Troop 369 to park their Slick-Rydr canoe trailer in the parking lot at Nockels Park/ LaBahn Hain House from July 2020 through September 2020.

**Boy Scout Troop 369
1215 Ash Street
Lake in the Hills, IL 60156**

May 23, 2020

Dear Sirs:

It is that time of year again!!!

We would like to ask the Village for permission to again park our boat trailer in the Hain House parking lot for the season from June through September, do that when allowed, we will be able to use the boats on the lake.

Our Boy Scout Troop meets at the waterfront during that time period on Tuesday evenings and we teach the boys to canoe and kayak on the lake. This would allow us to not have to move the trailer every week for our meeting. We would park in the approved space that was set up previously (the space on the far end closest to the house dumpster). We understand and accept that use of the lake is contingent upon the approval from the Village following state health department guidelines.

I would like to thank you in advance for your consideration and any assistance you may be able to provide us. I may be able to be reached during the day on my cell phone, 847-902-6722 or you may contact Marian Walters at 847-477-8270.

Sincerely,

Thomas Gliot

847-902-6722

Scoutmaster, Troop 369