



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING

AUGUST 11, 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. Request for Raffle License – Lake in the Hills Elementary PTC
    2. Agreement with Empower Health Services, LLC for Biometric Screening & Flu Vaccination
    3. Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA)
    4. Ratify existing Task Order and Resolution for Change Order for additional hours from Advanced Business Networks, Inc.
  - B. Public Works
    1. Ordinance Authorizing the Sale of Surplus 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
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

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**MEETING DATE:** August 11, 2020

**DEPARTMENT:** Administration

**SUBJECT:** Raffle License Request for Lake in the Hills Elementary PTC

## EXECUTIVE SUMMARY

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The Lake in the Hills Elementary PTC is requesting a Raffle License for a monthly drawing to be held once a month from September 2020 through May 2021.

All provisions of Section 31.02 of the Village Code have been met. Lake in the Hills Elementary PTC unanimously voted to request a waiver of the fidelity bond requirement associated with the Raffle Application form.

## FINANCIAL IMPACT

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None.

## ATTACHMENTS

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1. Raffle License Application

## RECOMMENDED MOTION

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Motion to approve the Raffle License Request and waive the fidelity bond requirement for Lake in the Hills Elementary PTC.



Village of Lake in the Hills  
Raffle Application Form

Date of Application July 15<sup>th</sup>, 2020

*(The Village President, with the advice and consent of the Board of Trustees, shall have 30 days in which to approve or disapprove the license applied for.)*

**Application Information:**

Name of Organization: Lake in the Hills Parent Teacher Council

Date of incorporation or formation of Organization (minimum of 5 years in existence is required to qualify for license): 8/4/1994

Does this organization fulfill the requirement of operating without profit to its members: Yes  No

Purpose for which club/organization was formed: to enrich the academic experience for students and staff

Presiding Officer's Name: Jessica Wiggins

Presiding Officer's Address: 22 Echo Hill  
Lake in the Hills, IL 60156

Secretary's Name: Roxanne Wiggins

Secretary's Address: 415 Cedar  
Lake in the Hills, IL 60156

Raffle Manager's Name: Sharon Cazares

Raffle Manager's Address: 5 Woody Way, LITH, IL 60156

Raffle Manager's Phone #: 630-200-7702

Raffle Manager's Date of Birth: 10/18/1981

Names & Addresses of any other individual directly involved with the administration of the raffle.  
None

**Raffle Information:**

Dates raffle chances will be sold or issued: Aug. 13<sup>th</sup> 2020 -

Date/Time raffle is to take place: Sept. 2020 to May 2021

Location or Description of Premises and Address of raffle: Lake in the Hills Elementary School  
519 Willow St.  
Lake in the Hills, IL 60156

Location or areas within the Village where the raffle chances will be sold or issued:  
Method by which the winning chance will be determined:

tickets sold by families at school

monthly drawings

Total number of chances to be sold:

5,000

Maximum price of each raffle chance:

\$ 10.00

Item(s) to be raffled:

<u>1 - \$ 500</u>	
<u>18 - \$ 100</u>	<u>2/ month</u>
<u>18 - \$ 50</u>	<u>2/ month</u>
<u>18 - \$ 25</u>	<u>2/ month</u>

Maximum Retail Value of Each Prize:

<u>\$ 500</u>
<u>\$ 1800</u>
<u>\$ 900</u>
<u>\$ 450</u>
<u>\$</u>
<u>\$</u>

Retail dollar value of all prizes:

\$ 3650

### Assertions:

- Yes  No  Does the raffle manager reside in Lake in the Hills?
- Yes  No  Is the raffle manager a US Citizen?
- Yes  No  Has the raffle manager ever been convicted of a felony under any federal or state law?
- Yes  No  Has the raffle manager ever been convicted of pandering or other crimes or misdemeanor opposed to decency and morality?
- Yes  No  Has the organization ever had a raffle license previously revoked for cause?
- Yes  No  Is the presiding officer, secretary, raffle manager or other individuals directly involved in the administration of the raffle, a law enforcing public official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board?
- Yes  No  Is there interest in the raffle for any law enforcing public official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board?
- Yes  No  Has the organization or raffle manager ever been convicted of a gambling offense as proscribed by either local, state or federal law?
- Yes  No  Has the organization or raffle manager ever been issued a federal gambling device stamp or a federal wagering stamp for the current tax period?
- Yes  No  Has the premises of the raffle ever been issued a federal gambling device stamp or a federal wagering stamp for the current tax period?

### Bond and Fee Requirements:

- Yes  No  Is a waiver of the fidelity bond provision being requested of the Board of Trustees?
- Yes  No  If yes, has the organization provided evidence of unanimous vote in favor of the fidelity bond waiver?
- Yes  No  If no, is the fidelity bond attached to this application?



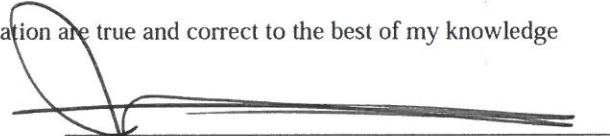
### Village of Lake in the Hills Raffle Affirmation Page

I (we) swear (or affirm) that our organization/club is not-for-profit and that I (we) have never been convicted of any felony and are not disqualified to receive a license by reason of any matter or thing contained in this Section 31.02 of the Lake in the Hills Municipal Code or any other Ordinances of the Village, laws of the State of Illinois or of the United States of America. I also swear that no previous license issued by any state or subdivision of Federal Government has been revoked. I will not violate any of the laws of the State of Illinois or of the United States or any Ordinances of the Village of Lake in the Hills in the conduct of the raffle. I will not allow gambling devises or gambling on the premises where the drawing will be held.

I (we) understand that a fidelity bond in an amount not less than the anticipated gross receipts is needed from the manager unless notice is attached to the application that the club/organization voted, by unanimous vote, to waive such provision.

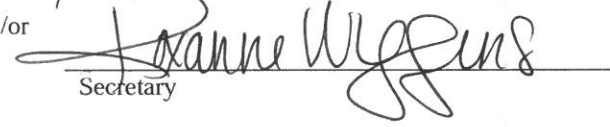
At the conclusion of the raffles, a report shall be made to the Village of Lake in the Hills as to the gross receipts, expenses and net proceeds from the raffles.

I swear that the statements contained in the application are true and correct to the best of my knowledge and belief.

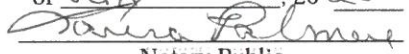


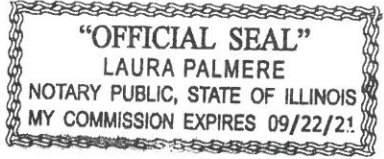
Presiding Officer

and/or



Secretary

Sworn to before me this 15 day  
of July, 2020  
  
Notary Public



### MUNICIPAL CODE SECTION 31.02 TO BE REVIEWED BY APPLICANT

I have read and will comply with Section 31.02 of the Village of Lake in the Hills Municipal Code.

  
Signature

8/4/20  
Date






# Village of Lake in the Hills Bond Waiver Request Page

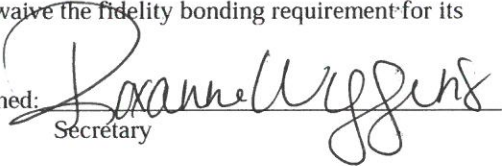
The Village Code requires that the raffle manager shall give a fidelity bond in an amount not less than the anticipated gross receipts for each raffle. The bond shall be in favor of the organization and conditioned upon his/her honesty in the performance of his/her duties. The bond shall also provide that notice is given in writing to the Village of Lake in the Hills not less than thirty (30) days prior to its cancellation.

**The Village president and Board of Trustees is authorized to waive the requirement for a bond by including a waiver provision the license issued, provided that by a unanimous vote of the members of the licensed organization, such a waiver is requested.** Such a request does not guarantee that a waiver will be granted by the Village of Lake in the Hills; however, if your organization would like to request a waiver of the bonding requirement, please complete the following Bond Waiver Request. Please be sure to have both signatures notarized.


On the 15<sup>th</sup> day of July, 2020, the membership of Lake in the Hills Parent Teacher Council  
(Name of Organization)

by unanimous vote requested that the Village of Lake in the Hills waive the fidelity bonding requirement for its raffle to be conducted on the attached raffle application.

Signed:   
Presiding Officer

Signed:   
Secretary

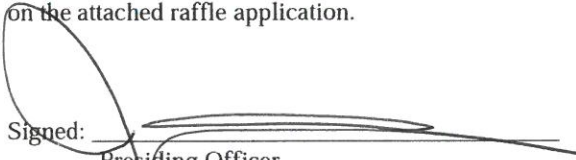
Subscribed and sworn to before me this  
15 day of July, 2020

  
Notary Public



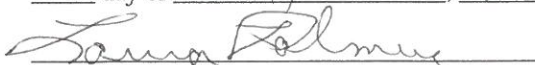
## NOT FOR PROFIT STATEMENT

We, the undersigned Presiding Officer and secretary, do hereby attest that LITH PTC (name of organization) is a bona fide religious, charitable, labor, fraternal, educational, or veteran organization that operates without profit to their members and which have been in existence continuously for a period of five (5) years immediately before making application for a license, and which have been during that entire five (5) year period, a bona fide membership engaged in carrying out their objectives as described on the attached raffle application.

Signed:   
Presiding Officer

Signed:   
Secretary

Subscribed and sworn to before me this  
15 day of July, 2020

  
Notary Public





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 11, 2020

**DEPARTMENT:** Administration

**SUBJECT:** Empower Health Services, LLC Biometric Screening and Flu Vaccination Agreement

## EXECUTIVE SUMMARY

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The Village will be contracting with Empower Health Services, a new wellness vendor for 2020-2021. This new vendor agreement is required, because the previous wellness vendor, Interactive Health filed for bankruptcy and went out of business unexpectedly in June 2020. The attached agreement requires Board approval, due to an indemnification clause on page 2, paragraph 6.

## FINANCIAL IMPACT

Wellness services were budgeted for 2020 and funds are available for this vendor agreement. The budgeted amount was \$15,000, but it is estimated that \$5,000 will be spent this year. The actual costs have been greatly reduced due to Covid-19 and this wellness vendor provides services at a lower cost than the previous vendor, so there is no financial impact.

## ATTACHMENTS

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1. Empower Health Services, LLC Biometric Screening and Flu Vaccination Agreement

## RECOMMENDED MOTION

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Motion to approve and authorize the Village Administrator to execute the Empower Health Services, LLC Biometric Screening and Flu Vaccination Agreement.

## **Empower Health Services, LLC Biometric Screening and Flu Vaccination Agreement**

1. This Agreement (“Agreement”) is entered into as of 08/03/2020 (the “Effective Date”) by and between **Empower Health Services, LLC.** (“Provider”) and **Village of Lake in the Hills, IL** (“Company”). By purchasing biometric screening and flu vaccination services specifically set forth in **Exhibit A** (“Services”) from Provider, Provider and Company hereby agree to be duly bound by the terms and conditions set forth herein. This is a one-time agreement for biometric screening and flu vaccination services for one calendar year or until the next service date, whichever occurs first and may be renewed for future years by mutual consent.
2. **Provider Services.** Provider shall perform the Services for eligible persons as defined by Company (each a “Participant”) at mutually agreed upon scheduled events, locations and times (collectively “Events”) subject to the availability of vaccine/supplies and personal protective equipment.

After the completion of each screening event, the Provider will provide the Company with one aggregate report of all screening Participants. To maintain confidentiality of all participants, an aggregate report will only be provided when the total number screened is at least 25. Individual online screening results will be available to participants between 3 and 7 business days of the screening event. Once the participant creates an online account at empowerhealthservices.info they will have access to the site and web tools for a twelve (12) month period from the date of their registration.

3. **Fees and Payment Terms.** Company will pay Provider service fees (“Fees”) for the Services as set forth in **Exhibit A** of this Agreement. In addition to the Fees specified in **Exhibit A**, Company must also pay Provider any additional fees that are authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties. Upon request from Company, Provider shall submit a claim for payment to Company’s insurance carrier at the contracted rate, if applicable. Company shall be responsible for ensuring Company’s insurance carrier will cover Services ordered. Any claims run through the Company’s insurance carrier which are subsequently denied under the insurance carrier’s plan shall be the responsibility of Company. If Company assigns payment of Fees to an insurance carrier, it remains the Company’s obligation to pay the Provider in the event an insurance carrier fails to pay Provider in full for any reason.
4. **Company Responsibilities.** In addition to Company’s payment obligations set forth in **Exhibit A**, Company shall assist Provider with promotion of the Services to its Participants, and if applicable, Company shall provide Provider an eligibility file as directed by Provider and each party agrees to act in accordance with the Business Associate Addendum (“BAA”) attached as **Exhibit B** to this agreement. Company shall also assist Provider in obtaining any necessary Participant consents, authorizations, or agreements with third parties, as may be required under federal or state law, in order for Provider to receive PHI when necessary or to: (i) perform its obligations herein; or (ii) to use such PHI for research, creating comparative databases, or statistical analysis.
5. **Work Environment.** Company will provide a clean and properly maintained workspace for Provider to conduct the event in a highly visible setting that will enable Provider to safely provide Services to Recipients seeking such service. Company will provide furniture at its sole risk to include, but not limited to, tables and chairs. Provider will not be



responsible for the proper maintenance of any property supplied by Company, including but not limited to tables, chairs and physical space provided to Provider and Recipients.

6. **Liability.** The parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, which arise out of the indemnifying party's negligence or willful misconduct. Provider's shall provide professional liability insurance with a maximum coverage of 1 million dollars per occurrence and 2 million dollars aggregate.
7. **HIPAA.** To the extent that, in performing the Services, Provider is deemed a Business Associate (as defined under HIPAA) of Company, then Provider shall perform the functions of a Business Associate in accordance with the Business Associate Agreement attached hereto as **Exhibit B**. Company agrees to cooperate with Provider to the extent necessary so that Provider may fulfill said obligations as set forth by HIPAA.
8. **General Terms.** Each party shall substantially comply with all applicable laws. This Agreement is governed by and construed in accordance with the laws of the State of Illinois, except as to any applicable federal laws, without giving effect to the principles of conflicts of law thereof. The terms and conditions of this Agreement may be changed from time to time upon mutual written agreement of the parties. The relationship between Provider and Company is solely that of independent contractors. All terms and conditions are applicable to the extent permitted by law. Neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, such consent shall not be unreasonably withheld. Any provisions herein, that, by their nature, extend beyond the expiration of the Agreement shall survive and shall remain in effect until all such obligations are satisfied. These terms and conditions shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. By signing below, the parties agree to be bound by the terms of this Agreement.

Signature Page to Follow

**Village of Lake in the Hills, IL**

600 Harvest gate  
Lake in the Hills, IL 60156

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature:

\_\_\_\_\_

**Empower Health Services**

4205 Westbrook Dr.  
Aurora, IL 60504

Print Name: Gary M. Fine

Print Title: Chief Executive Officer

Date: 08/03/2020

Signature:



## EXHIBIT A - SERVICES, FEES, AND PAYMENT TERMS

a. Invoice Details

<b>Bill To Contact:</b>	
<b>Bill To Address:</b>	
<b>Additional Information/ Invoice Requirements:</b>	

b. **Base Fee.** All fees for the Services provided under this Agreement shall be as set forth in this Exhibit A.

Product	Component	Rate Per Participant/ Eligibility	Billing Responsibility
<b>Onsite Biometric Screening Services</b>	<ul style="list-style-type: none"> <li>• Panel C Blood Test</li> <li>• Blood Pressure Reading and Consultation</li> <li>• Self-Reported Height and Weight</li> <li>• Body Mass Index</li> <li>• Empower Profile</li> <li>• Standard promotional materials, online registration, account management services, personal reports, aggregate reporting</li> </ul>	BCBS or \$86.00	<p>Billed to BCBSIL for all BCBSL PPO members</p> <p>Billed to the Village for all other subsidized participants.</p> <p>Self-pay for all others</p>
<b>Individual/Offsite Program</b>	<ul style="list-style-type: none"> <li>• Panel C Blood Test</li> <li>• Self-Reported Blood Pressure Reading</li> <li>• Self-Reported Height and Weight</li> <li>• Body Mass Index</li> <li>• Empower Profile</li> <li>• Standard promotional materials, online</li> </ul>	BCBS or \$86.00	<p>Billed to BCBSIL for all BCBSL PPO members</p> <p>Billed to the Village for all other subsidized participants.</p>

	registration, account management services, personal reports, aggregate reporting	\$10.00 registration fee	Billed to the Village - Billed only for registered participants that do not screen by close of the program
<b>Additional Test Options</b>	A variety of additional blood testing options	BCBS	Billed to BCBS PPO of IL - those on BCBS PPO Plan
		Self-Pay	Self-Pay for those not on BCBS PPO Plan
<b>Flu Vaccinations</b>	<ul style="list-style-type: none"> <li>• Quadrivalent Flu Vaccine and Administration</li> <li>• Standard promotional materials (electronic versions), online registration and account management service</li> </ul>	BCBS or \$33.00	<p>Billed to BCBSIL for all BCBSL PPO members</p> <p>Billed to the Village for all other subsidized participants.</p> <p>Self-pay for all others</p>
<b>Healthy Measures Incentive Program</b>	Ongoing engagement incentive tracking platform	\$12.00	Billed to the Village for all eligible

- c. **Minimum Fees.** Company will be invoiced for a minimum of:
- 30 screening participants for each onsite screening event scheduled
  - 3 screening participants for the individual/ offsite screening program
  - 15 flu shots when flu shots are offered during an onsite screening event

- d. **Additional Staff for Flu Vaccinations:**
- The standard fee includes nurse hours and anticipates each nurse can provide an average of 20 shots per hour. The number of nurses assigned to

each event is based on the actual number of shots expected based on registration.

- In the event additional staff are requested, the client will be billed at a rate of \$60 per hour per nurse with a 4 hour minimum. If the number of shots meets or exceeds the rate of 20 shots per hour per nurse, the per hour charge will not be billed.

e. **Additional Fees:**

- Additional ad-hoc reporting will be billed at \$165 per hour.
- Data transfers will be billed at \$165 per data transfer.
- Provider shall invoice Company for any services not reimbursable under the Participants' plan or other denied claims.
- Online Registration Fees - \$1.00 per registration completed per month (billed only if cancellation charges apply)

f. **Cancellation Charges.** Company will be assessed cancellation charges for any Event(s) canceled as follows:

- (i) Event cancellation of less than six (6) weeks, but greater than or equal to four (4) weeks to the first day of the scheduled Event will result in a \$150 fee as well as charges for any special ordered supplies and/or services rendered including online registration fees from date of signed order to cancellation date;
- (ii) Event cancellation of less than four (4) weeks, but greater than or equal to three (3) weeks to the first day of the scheduled Event will result in a \$250 as well as charges for special order supplies and/or services rendered including online registration fees from date of signed order to cancellation date;
- (iii) Event cancellation less than three (3) weeks, but greater than or equal to two (2) weeks prior to the first day of the scheduled Event will result in a \$500 as well as charges for any special order supplies and/or services rendered including online registration fees from date of signed order to cancellation date;
- (iv) Event cancellation less than two (2) weeks prior to the first day of the scheduled Event will result in a \$1000 fee as well as charges for any special order supplies and/or services rendered including online registration fees from date of signed order to cancellation date.
- (v) **Weather Related Company Cancellation:** Events being threatened by an imminent weather condition may be rescheduled at no cost with notification by 3pm, CST the day before an event. Imminent weather condition is defined as a "Storm Warning" (tornado/snow/ice) or other forecasted natural disaster such as a hurricane, earthquake or forest fire as categorized by the National Weather Service - <http://www.nws.noaa.gov/>. Loss of power or other serious facility issues resulting in the closure of a site rendering the building unsafe and closed to the public and employees the day before or day of an event will not result in a cancellation/rescheduling fee provided the notification to the provider is given a minimum of 4 business hours prior to the event. Vendor reserves the right to verify information with local regulatory agencies, utility companies and/or client locations. Events may be canceled by the Provider if the weather conditions make for unsafe travel for

screening staff. Event canceled by service providers will be rescheduled at no cost to the Company.

For purposes of section f, a screening event date is considered scheduled when there is an agreement and approval between EHS and the Company representative for a minimum of confirming the date and location of the event.

- g. **Non-Payment.** Failure of Company to pay all fees and/or cancellation charges within sixty (60) days after the due date will constitute a material breach of this Agreement and Provider may cancel all remaining Events with notice to Company. Cancellation of Events pursuant to this section shall not relieve Company of its obligation to pay the cancellation charges and all accrued and unpaid fees and reimbursement.
- h. **Late Payment.** Payments not received within sixty (60) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.0%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (12%), or the maximum rate permitted by applicable law, whichever is less.



## EXHIBIT B – BUSINESS ASSOCIATE ADDENDUM

This Business Associate Agreement (the “Agreement”), effective as set forth below, is by and between **Village of Lake in the Hills, IL** (the “Covered Entity”) and Empower Health Services, LLC (the “Business Associate”). The parties agree as follows.

### I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following prescribed meanings.

“Breach” means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information.

“Data Aggregation Services” means, with respect to Protected Health Information created or received by the Business Associate, the combining of such Protected Health Information by the Business Associate with protected health information (as defined in HIPAA) received by the Business Associate in its capacity as a business associate (as defined in HIPAA) of another covered entity (as defined in HIPAA), to permit data analyses that relate to the health care operations of the respective covered entities, including the Covered Entity.

“Electronic Media” means electronic storage media on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card, and transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, if the information exchanged did not exist in electronic form immediately before the transmission.

“Electronic Protected Health Information” means Protected Health Information that is (i) transmitted by Electronic Media, or (ii) maintained in any medium described as Electronic Media.

“HIPAA” means the security and privacy requirements applicable to health care Covered Entity as reflected in 42 U.S.C. 1320d *et. seq.* and such regulations as may be promulgated thereunder from time to time (currently, 45 CFR 164.102 through 164.534).

“HITECH” means the Health Information Technology for Economic and Clinical Health Act of 2009 as reflected in 42 U.S.C. 17921 *et. seq.* and such regulations as may be promulgated thereunder from time to time.

“Protected Health Information” means individually identifiable health information created by, for or on behalf of the Covered Entity that is (i) transmitted by Electronic Media, (ii) maintained in any medium described as Electronic Media, or (iii) transmitted or maintained in any other form or medium. “Protected Health Information” does not include individually

identifiable health information in: (i) education records covered by the Family Educational Right and Privacy Act (20 U.S.C. section 1232g(a)(4)(B)(iv)), or (ii) records described at 20 U.S.C. section 1232g(a)(4)(B)(iv).

“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

“Underlying Agreement” means the contract or agreement, whether in writing or otherwise, between the Covered Entity and the Business Associate, pursuant to which the Business Associate provides services to the Covered Entity of the type that require the parties to enter into this Agreement pursuant to HIPAA.

“Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued under section 13402(h)(2) of HITECH.

Terms used but not defined in this Agreement shall have the meaning ascribed to them in HIPAA and HITECH.

## **II. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

The Business Associate shall be permitted and required to Use and Disclose Protected Health Information only as provided in the Underlying Agreement and this Agreement. The Business Associate shall not Use or further Disclose Protected Health Information in any manner that: (a) would violate the terms of this Agreement; or (b) if done by the Covered Entity, would violate HIPAA, except that (i) the Business Associate may Use and Disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, (ii) the Business Associate may provide Data Aggregation Services relating to the health care operations of the Covered Entity, and (c) the Business Associate may de-identify Protected Health Information in accordance with the standards set forth in 45 C.F.R. § 164.514(b). Business Associate represents that all of its requests for Disclosure of Protected Health Information and Disclosures of Protected Health Information will be the minimum necessary for the stated purpose to be accomplished.

## **III. RESTRICTIONS ON THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

Notwithstanding anything in the Underlying Agreement to the contrary, the Business Associate shall:

- (a) Not Use or further Disclose Protected Health Information other than as permitted or required by this Agreement or Required by Law;

- (b) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information other than as provided for by this Agreement;
- (c) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by HIPAA;
- (d) Report to the Covered Entity without unreasonable delay any Use or Disclosure of the Protected Health Information not provided for by this Agreement, or any Security Incident of which it becomes aware;
- (e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information (and, in the case of Electronic Protected Health Information, that such Subcontractors agree to implement reasonable and appropriate safeguards to protect it);
- (f) Make available to any Individual Protected Health Information about that Individual only to the extent required by, and in accordance with, HIPAA;
- (g) Make available an Individual's Protected Health Information for amendment by that Individual and incorporate any amendments to that Individual's Protected Health Information to the extent required by, and in accordance with, HIPAA;
- (h) Make available Protected Health Information required to provide an accounting of disclosures of an Individual's Protected Health Information to the extent such accounting is required by, and in accordance with, HIPAA;
- (i) Make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by, the Business Associate on behalf of the Covered Entity available to the Secretary of Health and Human Services (or its delegate) for purposes of determining the Covered Entity's compliance with HIPAA;
- (j) Report to Covered Entity any Breach of Unsecured Protected Health Information known or suspected by Business Associate. Notice shall be in writing and provided to the Covered Entity without unreasonable delay. Such notice will include, to the extent possible, the identification of each Individual whose Protected Health Information has been or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach. Such notice shall also include the following information to the extent reasonably available: (i) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (ii) a description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (iii) any steps Individuals should take to protect themselves from potential harm resulting from the Breach; (iv) a brief description of what Business Associate is doing to investigate the

Breach, to mitigate harm to Individuals, and to protect against any further breaches; and (v) contact procedures for obtaining additional information;

- (k) At termination of this Agreement, if feasible, return or destroy (at the Covered Entity's option) all Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such Protected Health Information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the Protected Health Information and limit further Uses and Disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible; and
- (l) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

#### **IV. OBLIGATIONS OF COVERED ENTITY**

To the extent applicable, the Covered Entity shall notify the Business Associate of any limitation(s) in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's Use or Disclosure of Protected Health Information.

The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect the Business Associate's Use or Disclosure of Protected Health Information.

The Covered Entity shall notify the Business Associate of any restriction to the Use or Disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's Use or Disclosure of Protected Health Information.

The Covered Entity shall not request the Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by the Covered Entity. Notwithstanding the foregoing language, the Business Associate may Use or Disclose Protected Health Information for Data Aggregation Services to the Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B), the management and administrative activities of the Business Associate or to carry out the legal responsibilities of the Business Associate in accordance with this Agreement, or may de-identify Protected Health Information in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

If Covered Entity is an employer sponsored Health Plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose Protected Health Information to Plan Sponsor, including but not limited to amending its plan documents to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the Protected Health Information disclosed by Business Associate to Plan Sponsor.

## V. AMENDMENT

This Agreement may be amended only in writing and only by the mutual consent of the parties. Notwithstanding the foregoing, the parties agree to negotiate in good faith to amend this Agreement in order to comply with any changes to HIPAA, including any changes to HITECH, that affect the parties' obligations under this Agreement.

## VI. TERM AND TERMINATION

This Agreement shall become effective as of the later of: (i) the date set forth below, or (ii) the date the HIPAA privacy and security requirements become effective with respect to the relationship between the Covered Entity and the Business Associate. This Agreement shall remain in effect until the earlier of: (i) the date the parties mutually agree in writing to terminate this Agreement, or (ii) the date the Underlying Agreement is terminated. No separate notice shall be required to terminate this Agreement upon termination of the Underlying Agreement.

Notwithstanding anything in the Underlying Agreement to the contrary, if either party determines that the other party has violated a material provision of this Agreement, the non-breaching party may provide a ten (10) day opportunity for the breaching party to cure such violation to the satisfaction of the non-breaching party by providing written notice to the breaching party, and may terminate this Agreement and the Underlying Agreement if the breaching party does not cure the violation to the satisfaction of the non-breaching party. Or, the non-breaching party may immediately terminate this Agreement and the Underlying Agreement upon written notice to the breaching party if the non-breaching party determines, in its sole discretion, that cure is not possible.

## VII. RELATIONSHIP TO UNDERLYING AGREEMENT

It is the intent of the parties that the terms of this Agreement be interpreted so as to cause the Underlying Agreement to comply with the privacy and security requirements of HIPAA and the requirements of HITECH. Accordingly, this Agreement shall amend the Underlying Agreement to the extent provided herein regardless of whether this Agreement formally satisfies the requirements of the Underlying Agreement for amendment of the Underlying Agreement. To the extent any provisions of this Agreement conflict with the terms of the Underlying Agreement, this Agreement shall govern.

## VIII. MISCELLANEOUS

**Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings between the parties, whether oral or in writing, concerning its subject matter.



**Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns hereof.

**Further Assurances.** Each party will cooperate with the other and execute and deliver to the other party such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party to carry out, evidence and confirm the intended purposes of this Agreement.

**Survival.** Notwithstanding any contrary provision in this Agreement, the provisions of this Agreement shall continue in force beyond the term of this Agreement to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.

**Waiver.** The rights and remedies of the parties are cumulative and not alternative. Neither the failure nor any delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power or privilege.

**Governing Law.** This Agreement shall be governed by the laws of the jurisdiction provided in the Underlying Agreement. If the Underlying Agreement does not specify such a jurisdiction, this Agreement shall be governed by the laws of the State of Illinois.

**Relationship of Parties.** None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

**No Third Party Beneficiaries.** Nothing herein is intended to give, nor shall have the effect of giving, any enforceable rights to any third parties who are not parties hereto or successors or permitted assigns of the parties hereto, whether such claims are asserted as third party beneficiary rights or otherwise.

**Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**Notice.** Notices required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested to the address of each party set forth below or such other address as that party may designate in a notice properly delivered to the other parties.

**Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA and HITECH.



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 13, 2020

**DEPARTMENT:** Administration

**SUBJECT:** Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA)

## EXECUTIVE SUMMARY

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Per the contract and bylaws of IRMA, the Village's General Liability and Workers Compensation Insurance Carrier, the Village must appoint a Delegate and an Alternate Delegate to serve as the Village's voting member of the Board of Directors.

By Resolution, on January 12, 2017, the Village Board approved the naming of the Finance Director as the Delegate and the Assistant Village Administrator as the Alternate Delegate.

The attached Resolution reflects a revision to the appointed Delegate to be that of the Village Administrator, Fred Mullard, and the Alternate Delegate to be that of the Assistant Village Administrator, Shannon Andrews, to represent the Village on the Board of Directors of IRMA.

The Intergovernmental Risk Management Agency (IRMA), founded in 1979, was the first municipal risk pool in Illinois. IRMA is a risk sharing pool of 69 local municipalities and special service districts in northeastern Illinois which have joined together to manage and fund their property/casualty/workers' compensation claims. The Village has been a member of IRMA since December 31, 2010.

## FINANCIAL IMPACT

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None.

## ATTACHMENTS

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1. Proposed Resolution

## RECOMMENDED MOTION

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Approve a Resolution Appointing a Delegate and Alternate Delegate to IRMA.

VILLAGE OF LAKE IN THE HILLS

RESOLUTION 2020- \_\_\_\_\_

RESOLUTION APPOINTING A DELEGATE AND ALTERNATE DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY

WHEREAS, the Village of Lake in the Hills, Illinois is a member of the Intergovernmental Risk Management Agency (IRMA); and

WHEREAS, the Contract and Bylaws of IRMA provides that member units of local government shall by majority vote of its corporate authorities select a Delegate and an Alternate to Represent the Village of Lake in the Hills on the Board of Directors of said Intergovernmental Agency;

NOW, THEREFORE, BE IT RESOLVED by the CORPORATE AUTHORITIES, of the Village of Lake in the Hills, McHenry County, Illinois, that Fred Mullard, Village Administrator of the Village of Lake in the Hills, Illinois is hereby appointed to represent the Village of Lake in the Hills, Illinois on the Board of Directors of said Intergovernmental Risk Management Agency commencing August 14, 2020.

BE IT FURTHER RESOLVED that Shannon Andrews, Assistant Village Administrator of the Village of Lake in the Hills, Illinois is hereby selected as the alternative representative to serve if Fred Mullard is unable to carry out his aforesaid duties as the representative of the Village of Lake in the Hills, Illinois to said Intergovernmental Agency.

PASSED by the Board of Trustees of the Village of Lake in the Hills, Illinois, this 13th day of August, 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 13TH DAY OF AUGUST, 2020

\_\_\_\_\_  
Village President, Russ Ruzanski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Cecilia Carman

Published:



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 11, 2020

**DEPARTMENT:** Administration

**SUBJECT:** Ratify existing Task Order and Resolution for Change Order for additional hours from Advanced Business Networks

## EXECUTIVE SUMMARY

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Due to loss of staff, ABN had to increase their onsite days from 1 to 3 days a week. Advanced Business Networks has been supporting the Village's IT needs as a back up to the Manager and the IT Specialist in 2020. After reviewing the existing task order we have determined that there are not enough hours allotted for this year for the required increase in support. Therefore, we requested an additional 60 days from ABN to support us for the rest of 2020.

Staff requests ratification of the original task order with ABN, which complies with the Master Agreement approved by the Village Board. The task order should have been presented to the Board for approval at the beginning of the year due to its cost.

## FINANCIAL IMPACT

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An additional 60 onsite days for the remainder of Fiscal Year 2020 at the rate of \$100/hr per 8 hour day. The extra hours are not budgeted but will be funded from personnel cost savings due to the vacant position. The total payment for these additional days is \$48,000.

## ATTACHMENTS

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1. Task Order
2. Resolution
3. Amended Task Order

## RECOMMENDED MOTION

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Motion to ratify the existing Task Order and approve a Resolution approving Change Order #1 to the Task Order with Advanced Business Networks, Inc. for an additional 60 onsite days for Fiscal Year 2020

## TASK ORDER #1

In accordance with Section 1B of the Master Contract between the Village of Lake in the Hills ("Owner") and Advanced Business Networks, Inc. ("Consultant") Owner and Consultant agree as follows:

### 1. Services of Consultant:

Consultant will provide information technology support services for the operation, management and maintenance of the Village's computer network system (hardware, software and connectivity). The Consultant will provide a full-range of support services for the Owner's computer-based technologies system. The project scope is based on the specifications contained in the "Scope of Services" section of the Request for Qualifications document, attached as Exhibit A.

The Owner operates a diverse wide area network, which integrates several systems, which primarily run on Microsoft Windows servers and Microsoft Windows workstations. High speed Internet / E-mail is provided via dedicated Wireless links. Services will be provided at three primary locations; Village Hall, Police Department and Public Works. Services provided would be a combination of regular proactive maintenance, planned improvements, and emergency support. Below are some of, but not limited to, the areas of service Consultant will provide the Owner.

- Network Administrative Services
- Server Administration Services
- Desktop Administration Services
- Network Security
- Reporting
- On-Site Project Management
- Qualified Personnel
- 24/7/365 Emergency Support

### 2. Key Project Personnel:

Alex Poltorak, President  
Michael Malitsky, Vice President, Chief Technology Officer  
Steve Wells, Vice President, Chief Information Officer  
Rich O'Campo, Director of Support Services

### 3. Billing:





Billing under this task order will be based on the purchase by Owner of 36 "Day Blocks" at the rate of \$100/hr per 8 hour day. The total payment for these hours totals \$28,800.

Additional details provided below:

- There would be no cost to Owner for travel expenses.
- All billable services provided are charged in 15 minute increments. Onsite service requires one hour minimum prior to switching to above increments. Emergency service provided outside of the Village's normal business hours of 8:30am to 5:00pm shall be billed at 1½ times the agreed rate.
- Consultant attendance at any administrative meetings is required and is not subject to billing.
- Consultant does not charge for invoicing or for questions related to accounts.
- Quotes or Proposals are prepared as requested by the Owner and are not subject to billing.
- Design Plans are prepared as requested by the Owner. Design plans will include part numbers and pricing offered by Consultant for the purpose of product sourcing and comparison. Design Plan preparation is considered a professional consulting service and is therefore charged in fifteen minute increments.
- Consultant documents all necessary adjustments to the system either in written form to the Owner or in its own Client Knowledge Base for use in maintaining the network.
- Items purchased for the Owner by the Consultant will be considered reimbursable and will be billed on monthly invoices. Items of this type will require approval prior to purchase.

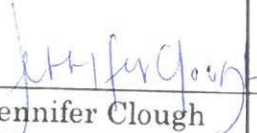
Approval and Acceptance: Acceptance and approval of this Task Order, including the exhibits and attachments referenced herein, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is January 1<sup>st</sup>, 2020.



OWNER

By:

  
Jennifer Clough  
Village Administrator

CONSULTANT

By:

  
Alex Poltorak

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Alex Poltorak  
Title: President  
Address: 1055 Campus Drive, Mundelein, IL 60060  
E-mail Address: [alex@netabn.com](mailto:alex@netabn.com)  
Phone: 847-247-0700, #102  
Fax: 847-816-6523

VILLAGE OF LAKE IN THE HILLS

RESOLUTION NO. 2020-\_\_\_\_\_

**A Resolution approving Change Order 1 to the Task Order with Advanced Business Networks, Inc. for an additional 60 onsite days for Fiscal Year 2020 which will increase the amount of the task order by \$48,000.00 for a new task order amount of \$76,800.00**

WHEREAS, the Village of Lake in the Hills entered into a certain task order dated January 30, 2020 with Advanced Business Networks, Inc. for Fiscal Year 2020 technology support services; and

WHEREAS, during Fiscal Year 2020 it was determined that additional onsite days were required, increasing the total amount for 2020; and

WHEREAS, the Board of Trustees of the Village of Lake in the Hills has determined that the circumstances said to necessitate the foregoing change was not reasonably foreseeable at the time the task order with Advanced Business Networks, Inc. was signed, the change is germane to the original task order as signed and the change order is in the best interest of the Village of Lake in the Hills as authorized by law;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, State of Illinois.

SECTION 1: The foregoing recitals are hereby incorporated herein as if fully set forth as findings of the President and Board of Trustees.

SECTION 2: The change order set forth on Exhibit A for the additional 60 onsite days and net increase of \$48,000 is attached hereto and by this reference incorporated herein and made a part hereof, shall be and they hereby are approved.

SECTION 3: This Resolution shall constitute the written determination required by Section 33E-9 of Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

Passed this 13th day of August, 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 13th day of August,  
2020

\_\_\_\_\_  
Village President, Russ Ruzanski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Cecilia Carman

Published:

## AMENDMENT TO TASK ORDER #1

Amendment to Task Order #1 that was approved on January 30, 2020. In accordance with Section 1B of the Master Contract between the Village of Lake in the Hills ("Owner") and Advanced Business Networks, Inc. ("Consultant") Owner and Consultant agree as follows:

### 1. Services of Consultant:

Consultant will provide information technology support services for the operation, management and maintenance of the Village's computer network system (hardware, software and connectivity). The Consultant will provide a full-range of support services for the Owner's computer-based technologies system. The project scope is based on the specifications contained in the "Scope of Services" section of the Request for Qualifications document, attached as Exhibit A.

The Owner operates a diverse wide area network, which integrates several systems, which primarily run on Microsoft Windows servers and Microsoft Windows workstations. High speed Internet / E-mail is provided via dedicated Wireless links. Services will be provided at three primary locations; Village Hall, Police Department and Public Works. Services provided would be a combination of regular proactive maintenance, planned improvements, and emergency support. Below are some of, but not limited to, the areas of service Consultant will provide the Owner.

- Network Administrative Services
- Server Administration Services
- Desktop Administration Services
- Network Security
- Reporting
- On-Site Project Management
- Qualified Personnel
- 24/7/365 Emergency Support

### 2. Key Project Personnel:

Alex Poltorak, President  
Michael Malitsky, Vice President, Chief Technology Officer  
Steve Wells, Vice President, Chief Information Officer  
Rich O'Campo, Director of Support Services

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3. **Billing:**

Billing under this task order will be based on the purchase by Owner of 36 "Day Blocks" at the rate of \$100/hr per 8 hour day. The total payment for these hours totals \$28,800.

An additional 60 onsite days for the remainder of Fiscal Year 2020 at the rate of \$100/hr per 8 hour day. The total payment for these hours total \$48,000.

Additional details provided below:

- There would be no cost to Owner for travel expenses.
- All billable services provided are charged in 15 minute increments. Onsite service requires one hour minimum prior to switching to above increments. Emergency service provided outside of the Village's normal business hours of 8:30am to 5:00pm shall be billed at 1½ times the agreed rate.
- Consultant attendance at any administrative meetings is required and is not subject to billing.
- Consultant does not charge for invoicing or for questions related to accounts.
- Quotes or Proposals are prepared as requested by the Owner and are not subject to billing.
- Design Plans are prepared as requested by the Owner. Design plans will include part numbers and pricing offered by Consultant for the purpose of product sourcing and comparison. Design Plan preparation is considered a professional consulting service and is therefore charged in fifteen minute increments.
- Consultant documents all necessary adjustments to the system either in written form to the Owner or in its own Client Knowledge Base for use in maintaining the network.
- Items purchased for the Owner by the Consultant will be considered reimbursable and will be billed on monthly invoices. Items of this type will require approval prior to purchase.

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines, located in the bottom right corner of the page.

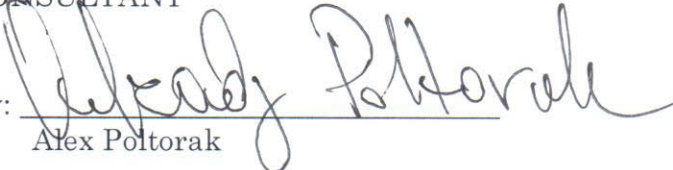
Approval and Acceptance: Acceptance and approval of this Task Order, including the exhibits and attachments referenced herein, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Amended Task Order is August 13, 2020.

OWNER

By: \_\_\_\_\_  
Fred Mullard  
Village Administrator

CONSULTANT

By:   
Alex Poltorak

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Alex Poltorak  
Title: President  
Address: 1055 Campus Drive, Mundelein, IL 60060  
E-mail Address: [alex@netabn.com](mailto:alex@netabn.com)  
Phone: 847-247-0700, #102  
Fax: 847-816-6523



# REQUEST FOR BOARD ACTION

---

**MEETING DATE:** August 11, 2020

**DEPARTMENT:** Public Works

**SUBJECT:** Ordinance Authorizing the Sale of Surplus Property

## EXECUTIVE SUMMARY

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The Illinois Municipal Code requires adoption of an Ordinance to sell surplus property. The Village property listed in Exhibit A is no longer useful to the Village and in order to allow for its sale, the attached Ordinance declares the property as surplus. The Ordinance gives the Village Administrator the authority to determine the appropriate means of sale.

## FINANCIAL IMPACT

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Any money received from the sale of these items will be returned to the appropriate fund.

## ATTACHMENTS

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1. Proposed Ordinance
2. Exhibit A

## RECOMMENDED MOTION

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Motion to adopt the ordinance declaring Village property as surplus.

**VILLAGE OF LAKE IN THE HILLS**

**ORDINANCE NO. 2020-\_\_\_\_\_**

**An Ordinance Authorizing the Sale of Surplus Property  
Owned by the Village of Lake in the Hills**

**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 is authorized to sell personal property pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4; and

**WHEREAS**, in the opinion of the President and Board of Trustees, it is no longer necessary, useful, or for the best interests of the Village to retain the property now owned by it and described in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof (the "Surplus Property");

**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:** Recitals. The foregoing recitals are hereby incorporated into this ordinance as finding of the President and Board of Trustees.

**SECTION 2:** Declaration of Surplus Property. The President and Board of Trustees hereby find and determine that the surplus property is no longer necessary or useful to the Village and the best interests of the Village will be served by its sale.

**SECTION 3:** Authorization to sell surplus property. The Village Administrator is hereby authorized to sell the surplus property in such a manner as the Village Administrator shall determine is in the best interest of the Village.

**SECTION 4:** Effective Date. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet for in the manner provided by law.

Passed this 13<sup>th</sup> day of August, 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 13TH DAY OF AUGUST, 2020

\_\_\_\_\_  
Village President, Russ Ruzanski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Cecilia Carman

Published: \_\_\_\_\_



Village of Lake in the Hills Surplus List  
Exhibit A

August 11, 2020

	Quantity	Item Description	Identification Number
1.	1	Stihl Chain Saw Model 044 with 20" bar (#1)  A photograph of a Stihl Model 044 chain saw with a 20-inch bar, resting on a wooden surface. The saw is orange and black.	SERIAL#: 140433353
2.	1	Stihl Chain Saw Model MS 440 with 20" bar (#2)  A photograph of a Stihl Model MS 440 chain saw with a 20-inch bar, resting on a wooden surface. The saw is orange and black.	SERIAL#: 165130525
3.	5	Mower Tires, 5 new zero turn mower turf tires. Tires are mounted on John Deere and Exmark rims  A photograph showing five new zero-turn mower turf tires. Two are mounted on white rims, and three are on yellow rims. They are stacked in a corner.	VIN#: N/A