



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

DECEMBER 10, 2019
7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Request for Raffle License for Lake in the Hills American Legion Post #1231
 2. Village Support Request for the 2020 Craft Beer Fest/Pub in the Park
 3. Intergovernmental Agreement with School District #300 for Access to and Occupancy of Certain Facilities in the Event of an Emergency - Lincoln Prairie Elementary
 4. Ordinance approving the 2020 Fiscal Year Budget
 - B. Finance
 1. Ordinance approving the 2019 Tax Levy Abatement
 2. Ordinance approving the 2019 Tax Levy
 3. Ordinances approving the 2019 Special Service Area Tax Levies
 4. Intergovernmental Agreement with Northern Illinois Purchasing Cooperative (NIPC) for the Purchase of Power Supplies and Other Goods and Services
 - C. Police
 1. PowerDMS Service Order #Q-55897 Terms and Conditions
 - D. Public Works
 1. Three Master Contracts for Professional Engineering Services for Fiscal Year 2020
 2. Ordinance Amending the Lake in the Hills Airport Private Hangar Electrical Service Fees
 - E. Community Services
 1. Ordinance accepting Public Utility and Access Easements across the Heathers Senior Living Property

5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Bogdanowski
 - D. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - E. Trustee Bojarski
 - F. Trustee Murphy
 1. Parks and Recreation Board Liaison Report
6. Village President
 - A. Annual Appointments (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: December 10, 2019

DEPARTMENT: Administration

SUBJECT: Raffle License Request for Lake in the Hills American Legion Post #1231

EXECUTIVE SUMMARY

The Lake in the Hills American Legion Post #1231 is requesting a Raffle License for Tuesday, December 31, 2019 at 3pm. The raffle will consist of one Henry Level Action 22 Rifle or the winner can choose cash. Section 31.02 of the Village Code regulates organizations that conduct raffles in the Village. Organizations desiring to conduct a raffle must apply to the Village for a raffle license. All provisions of Section 31.02 of the Village Code have been met.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Raffle License Application

RECOMMENDED MOTION

Motion to approve the raffle license request and waive the fidelity bond requirement for Lake in the Hills American Legion Post #1231.



Village of Lake in the Hills
Raffle Application Form

Date of Application November 25, 2019

(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 American Legion Post 1231

Date of incorporation or formation of Organization (minimum of 5 years in existence is required to qualify for license): 1955

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

Purpose for which club/ organization was formed: SUPPORT VETERANS AND THEIR Families

Presiding Officer's Name: JACK Repta

Presiding Officer's Address: 1015 SUTHERLAND DR
CRYSTAL LAKE, IL 60014

Secretary's Name: NORMAN SCHWARTZ

Secretary's Address: 174 Berkshire DR
CRYSTAL LAKE, IL 60014

Raffle Manager's Name: RICHARD Jung

Raffle Manager's Address: 176 Hilltop DR L.I.H., IL 60156

Raffle Manager's Phone #: 847-658-7488

Raffle Manager's Date of Birth: 6-29-43

Names & Addresses of any other individual directly involved with the administration of the raffle.

Raffle Information:

Dates raffle chances will be sold or issued: December 6, 2019

Date/Time raffle is to take place: December 31, 2019 3pm

Location or Description of Premises and Address of raffle: LAKE in the Hills American Legion
1101 W Algonquin RD
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:

McHenry County

Random Drawing

Total number of chances to be sold:

125

Maximum price of each raffle chance:

\$10-

Item(s) to be raffled:

Henry Level ACTION 22 Rifle

CASH Prize

Maximum Retail Value of Each Prize:

\$ 400-

\$

\$ 100-

\$

\$

\$

Retail dollar value of all prizes:

\$ 500-

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?



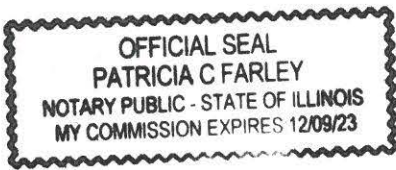
Village of Lake in the Hills Raffle Affirmation Page

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
Ann Stewart

Secretary

Sworn to before me this 26th day
of November, 2019
Patricia C Farley

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.

Jack Repta

Signature

11/26/19

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 22 day of November, 2019 the membership of American Legion Post 1231
(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.

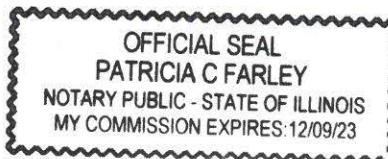
Signed: Jack Repta
Presiding Officer

Signed: Nam Stumpf
Secretary

Subscribed and sworn to before me this

26th day of November, 2019

Pat C Farley
Notary Public



NOT FOR PROFIT STATEMENT

We, the undersigned Presiding Officer and secretary, do hereby attest that _____ (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.

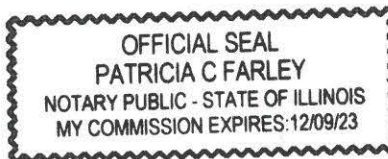
Signed: Jack Repta
Presiding Officer

Signed: Nam Stumpf
Secretary

Subscribed and sworn to before me this

26th day of November, 2019

Pat C Farley
Notary Public





REQUEST FOR BOARD ACTION

MEETING DATE: December 10, 2019

DEPARTMENT: Administration

SUBJECT: **Village Support Request for the 2020 People for Parks Foundation of Lake in the Hills - Pub in the Park**

EXECUTIVE SUMMARY

Pub in the Park is the signature fundraising event for The People for Parks Foundation of Lake in the Hills and is a fast growing, popular craft beer tasting and food truck festival. The Foundation is requesting the Village to provide support for the proposed 2020 event at Sunset Park on Saturday, June 27, 2020. The Pub in the Park Craft Beer and Food Truck Festival will be held from 3:00pm until 7:30pm and they will be returning to the format of the first few years and 2019 with a small number of food trucks.

The People for Parks Foundation sole fundraising purpose is to raise and distribute monies to the Lake in the Hills Parks and Recreation Division for the scholarship, park and equipment needs of the community. The Village appreciates all the generosity in the past that has made Parks and Recreation programs possible from the Foundation. Staff continues to see the most need for financial assistance in our after-school program, Beyond the Bell, for scholarship needs with the community. Staff and the Foundation plan to further discuss this opportunity as well as other in the future.

The Foundation is requesting support and the waiver of various requirements for 2020:

- The \$25 Liquor License fee
- Deposit and rental fee of Sunset Park
- Any equipment use charges
- Public Works fees and staff hourly rates associated with the installation and dismantling of fencing needs, parking lot ropes, water hook up and electricity and other advance and during event support
- Police Department fees and staff hourly rates
- Raffle license fee (application to follow)
- Parking restrictions on Miller Road during the event
- Sign regulations to allow for temporary signs, within the Village boundaries, advertising the event from June 13, 2020 until June 28, 2020 at the following intersections:

Algonquin & Square Barn (Northwest Corner)
Lakewood & Algonquin
Crystal Lake & Algonquin
Lakewood & Ackman

Miller & Randall
Pyott & Rakow
Miller & Lakewood

The intersections of Algonquin and Randall and Acorn and Randall have not been included in this Request for Board Action due to safety concerns with the major McHenry County construction project on Randall and Algonquin Road. The Police Department and Community Services Department had safety concerns with allowing non-construction signs at these two corners. Staff is recommending to not allow any non-construction signage at these two locations while major construction on Randall and Algonquin road is still ongoing.

The Foundation is also requesting the general support of the Parks and Recreation Division as well as promotion of the event through various Village media outlets.

FINANCIAL IMPACT

The following is a summary of the personnel expenses the Village provided to the Foundation for Pub in the Park in 2019:

- Police Department - \$2,334.92 in overtime wages
- Public Works Department - \$2,465 in wages (55 regular and 11 overtime hours)

As a point of information, all monies donated by the Foundation are directly reinvested in the Village of Lake in the Hills through the Parks and Recreation Division.

ATTACHMENTS

1. The People for Parks Foundation Request Letter

RECOMMENDED MOTION

Motion to approve Village support and waivers as described in the above request.



December 3, 2019

People for Parks Foundation of Lake in the Hills, Inc.
c/o Elizabeth Felt Wakeman
6 Featherstone Court
Lake in the Hills, IL 60156

Re: Village Support Request for 2019 Craft Beer & Food Truck Fest/Pub in the Park

Dear President Ruzanski and Village Trustees;

The People for Parks Foundation of Lake in the Hills, Inc., would like to host a craft beer festival at Sunset Park on Saturday, June 27, 2020. We would like to have Pub in the Park from 3:00 p.m. until 7:30 p.m. We intend to utilize the format of the first few years and 2019 with a small number of food trucks rather than the full food truck festival in conjunction with our beer event. As we did in 2019, we would like to set up the tent on Thursday, June 25 so that there is ample time to complete the set-up process and address any issues that may arise.

We will be in touch with affiliate groups to let them know our schedule immediately. Please include this event on the Village calendars in order to avoid scheduling events at Sunset Park on that date.

We would like to utilize the parking lots near the Splash Pad as the location for this event in addition to the concession stand and the grassy areas surrounding those lots.

As in past years, our intention is to raise money to distribute solely through the Foundation to the Parks & Recreation Department in Lake in the Hills. We hope to continue scholarships for program participants with financial need and contribution to equipment and supplies for the Parks & Recreation Department.

Residents continue to express enthusiasm and appreciation for this event.

We expect we will need the following support from the Village to conduct this event:

- Increased police presence.
- Fencing, water hook up, electricity and likely some additional support on a much smaller scale than Sunset Festival

- Waiver of parking restrictions on Miller Road for the duration of the event
- Waiver of liquor license fee
- Waiver of the deposit for Sunset Park
- Waiver of the rental fee for Sunset Park
- Waiver of any equipment use charges
- Waiver of all the Public Works fees associated with the installation of and dismantling of fencing, parking lot rope and water hook up
- Waiver of all fees from the Police Department
- Waiver of regular hourly fees associated with the event
- Permission to conduct a raffle of good and services from participating vendors and waiver of the applicable fees for that raffle
- Promotion on Village electronic signs
- Inclusion in the Parks Brochure and Messenger
- Permission to place banner signs at select locations noted below to advertise the Fest as we have in the past:
 - Algonquin & Randall
 - Acorn & Randall
 - Miller & Randall
 - Miller & Lakewood
 - Lakewood & Algonquin
 - Square Barn & Algonquin
 - Pyott & Rakow
 - Crystal Lake & Algonquin
 - Lakewood & Ackman

On behalf of the People for Parks Foundation, I thank you in advance for your support of this exciting new event.

Very Truly Yours,



Elizabeth Felt Wakeman

cc Jennifer Clough
David Brey
Fred Mullard
Kristi Brewer
Robert Huckins
Trudy Wakeman
Denise Wasserman Haugk
Thomas Brey



REQUEST FOR BOARD ACTION

MEETING DATE: December 10, 2019

DEPARTMENT: Administration

SUBJECT: IGA with School District #300 for Access to and Occupancy of Certain Facilities in the Event of an Emergency

EXECUTIVE SUMMARY

School District #300 reached out to staff regarding the need to have an emergency shelter location available for Lincoln Prairie Elementary staff and students. The Intergovernmental Agreement will allow Village Hall to be available as an emergency shelter when Lincoln Prairie Elementary School is required to be evacuated for extended periods of time, such as during a Code Red emergency. Per the agreement, School District #300 will assume all liability and risk when staff and students are using Village Hall as an emergency shelter.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Intergovernmental Agreement

RECOMMENDED MOTION

Motion to approve and authorize the Village President to execute the Intergovernmental Agreement with School District #300 for Access to and Occupancy of Certain Facilities in the event of an Emergency

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COMMUNITY UNIT SCHOOL DISTRICT 300 AND THE VILLAGE OF LAKE IN THE HILLS
FOR ACCESS TO AND OCCUPANCY OF
CERTAIN FACILITIES IN THE EVENT OF AN EMERGENCY**

THIS INTERGOVERNMENTAL AGREEMENT ('Agreement') made this 12th day of November, 2019, by and between Community Unit School District 300 (the 'School District'), a public school district, 2550 Harnish Drive, Algonquin, Il 60102 and the Village of Lake In the Hills (the 'Village'), 600 Harvest Gate, Lake in the Hills IL 60156, an Illinois Municipal Corporation.

WHEREAS, the School District desires to have available emergency shelter locations in the Village in support of its Emergency Operations Plan for Lincoln Prairie Elementary School located at 500 West Harvest Gate Road, Lake in the Hills, IL 60156 ('LPES') and also, for purposes of planning for School District events that take place outdoors at LPES, which may take place from time to time; and

WHEREAS, the Village owns and operates facilities in the Village that are suitable for providing shelter to residents and/ or to the attendees of large outdoor gatherings in an emergency; and

WHEREAS, the School District, and the Village are authorized to enter into this Agreement by Article VII Section 10 of the Illinois Constitution of 1970, the Illinois Inter-Governmental Cooperation Act (5 ILCS 220/1et seq.), and the Village's home rule powers as contemplated in Article VII, Section 6 of the Illinois Constitution of 1970.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE SCHOOL DISTRICT AND THE VILLAGE AGREE AS FOLLOWS:

1. Incorporation of Recitals. The recitals set forth above shall be and are incorporated into this Section 1 of this Agreement as if here fully restated.
2. Term of Agreement. This Agreement shall take effect on the 1st day of November 2019 and shall end on the date ten (10) years thereafter, unless sooner terminated by action of the parties. Either party may terminate the Agreement upon thirty (30) days written notification to the other.
3. Services. The Village shall make available to the School District's Lincoln Prairie Elementary School the following facilities, subject to the conditions set forth in this Agreement:
 - Village Hall, 600 Harvest Gate, Lake in the Hills, IL 60156
4. Conditions for Access / Occupancy. Access to and occupancy of any of the facilities shall be subject to the following terms:
 - a) Access shall be allowed solely at the direction of the Superintendent or School District Designee designated to act in accordance with the Community Unit School District 300 Emergency Operations Plan.

- b) Occupancy of any of the facilities shall be allowed following initial access only for such time as is reasonably necessary to provide shelter to persons affected by the emergency.
- c) Access to and occupancy of Village Hall shall be subject to the Village's available facilities, and with mutual acknowledgement that access to or occupancy of Village Hall may be restricted, limited, or impaired should a concurrent state of emergency exist for the Village. The Village shall not be liable for any claim or injury of any type incurred as a result of one or more persons not being able to access or occupy Village Hall or for one or more persons being injured as a result of accessing or occupying Village Hall, with the School District indemnifying and holding the Village harmless for any such claim or damage from any such injury, including without limitation legal costs.
- d) The School District Safety Officer, Principal or other person directing that any such facilities be utilized for emergency shelter under the Emergency Operations Plan shall use his/her best efforts promptly to notify the following representative of Village of Lake in the Hills, or such other person who may from time to time be designated in writing by to receive such notification:

Primary Contact Name: Village Administrator
Address: 600 Harvest Gate, Lake in the Hills, IL 60156
Contact Information:
 Cell: _____ Office: _____
 Email: _____

And, Alternate Person Name, address, contact information:
Name: Assistant Village Administrator
Address: 600 Harvest Gate, Lake in the Hills, IL 60156
Contact Information:
 Cell: _____ Office: _____
 Email: _____

5. Information Confidential. The Village shall, from time to time provide to the School District current information/ codes to allow for access at each location in the event of such emergency and to disarm any alarm system that may be in place at such site. Such information and/ or codes, together with the contact information set forth in Paragraph 4(d) above, shall at all times remain confidential, and shall be disclosed by the School District Safety Officer or his designee only as necessary or at the direction of the School District Safety Officer, Building Principal or other person acting in accordance with the School District's Emergency Operations Plan. The School District agrees to indemnify and hold harmless the Village for any claims and/or damages, including without limitation legal expenses, arising out of a security breach caused by or alleged to have been caused by the School District, including its employees, officers, and agents.

6. Insurance. The School District, at all times during the term of this Agreement and at its own, sole expense, shall maintain in effect comprehensive liability insurance to cover its activities under this Agreement with a company or companies, or risk management agency, financially sound and registered to do business in the State of Illinois. The School District shall provide to the Village, upon the execution of this Agreement, and thereafter upon request, a Certificate of Insurance evidencing such coverage.

7. Property Damage. The School District agrees to indemnify and otherwise pay the Village for any loss or damage to Village property resulting from the School District's use of Village Hall pursuant to this Agreement, but such shall not include incidental cleaning or ordinary wear and tear.

8. Indemnification and Hold Harmless. Other than the terms stated in Sections 4, 5 and 7, which supersede this Section 8, to the fullest extent permitted by law, the School District and the Village shall indemnify and hold each other, and the other party's officials, employees, servants, and agents harmless from any and all claims, judgments, damages, losses, and expenses including but not limited to attorneys' fees, which result directly or indirectly from the negligent actions or omissions of the indemnified party and related to the use of the Village property. Neither party's indemnification obligation under this Section shall extend to any claim, damage, loss or expense which results from a negligent act or omission of the other party, or its officials, officers, employees, servants or agents.

In the event that a claim is made, or an action is brought which falls within the scope of the indemnification and hold harmless obligation of either party in favor of the other under this Agreement, then the indemnifying party shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising from the claim or action or incurred by the indemnified party in connection with the claim or action against the indemnified party, and if any judgment is rendered against the indemnified party or against the indemnified party's agents, officers or employees as a result of such claim or action, then the indemnifying party shall, at its own expense, satisfy and discharge such judgment.

9. Cooperation. Each of the parties acknowledges the working nature of this Agreement, and each party agrees to cooperate and consult with the other party in an effort to promptly resolve any difficulties or problems which might arise under the terms and provisions of this Agreement.

10. Non-Waiver. The failure of the School District or the Village to insist on the other party's strict compliance with the terms and conditions contained in this Agreement shall not constitute a waiver of the Village's and the School District's respective rights to insist that the other party in the future strictly comply with any and all of the terms and conditions contained in this Agreement.

11. Assignment. Neither party shall assign this Agreement or any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in McHenry County, Illinois, or the federal district court for the Western Division of the Northern District of Illinois.

13. Notices. All notices provided for in this Agreement shall be made in writing. A notice that is sent by certified or registered mail return receipt requested, postage prepaid shall be deemed to be given two days after it has been deposited in the United States Mail and addressed as follows:

If to the Village:

Village of Lake in the Hills
60 Harvest Gate
Lake in the Hills, IL 60156
Village Administrator

If to the School District:

CUSD 300
2550 Harnish Drive
Algonquin, IL 60102
Attention: Superintendent

Otherwise, notice shall be deemed to be given when the notice is actually received by the party to whom it is directed. Either party may modify the person and/ or address at which notice is to be given, by proper notice to the other party in accordance with the provisions of this Paragraph.

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior representations and agreements relating to the subject matter of this Agreement.

15. Modifications and Amendments. This Agreement may be modified or amended only by written instrument adequately authorized and executed by both the Village and the School District.

16. Section Headings. The titles to the Section in this Agreement are solely for the convenience of the parties and shall not be used to explain, ratify, simplify, or modify the interpretation of the provisions of this Agreement.

Community Unit School District 300



Board President

Village of Lake In The Hills

Village President

Date

11/12/2019

Date



REQUEST FOR BOARD ACTION

MEETING DATE: December 10, 2019
DEPARTMENT: Administration
SUBJECT: Ordinance - 2020 Fiscal Year Budget

EXECUTIVE SUMMARY

Attached is the proposed Budget Ordinance for the 2020 Fiscal Year as discussed at the budget workshop held on November 19, 2019. The proposed budget was made available to the public on November 15, 2019 via the Village's website at www.lith.org and at Village Hall. The public hearing is scheduled for Tuesday, December 10, 2019 at 7:15 p.m. at Village Hall.

FINANCIAL IMPACT

The total fund balance draw down across all 19 funds of the Village is (\$1,890,945) which is addressed in detail on pages 26 - 27 of the FY 2020 Annual Budget document. A summary of the most pertinent decreases in fund balance that account for 99% of the total draw down are summarized below:

Water O & M Fund - (\$905,035) or 48%

- The decrease in fund balance is driven by SSA #51 and the water main project. The expense is in FY 20 at roughly \$1.5 million, but the revenue through the sale of bond proceeds was received in FY 19 in the amount of roughly \$1.6 million. This has caused a timing difference for the recording of the revenue and expenditure. The fund balance in this fund increased by over \$1.7 million in FY 19. If the SSA #51 project is removed from FY 20, the increase to fund balance would be \$526,777.

Lakes Projects Fund - (\$396,564) or 21%

- The decrease in fund balance is driven by the streambank stabilization project and related 319 grants for Reach 10 and Reach 11. This fund is estimated to have approximately \$518,864 in fund balance at the start of FY 20. Fund balance has sitting in this fund for several years due to no planned lakes projects in the recent past. The ending fund balance is estimated to be roughly \$122,270 at the end of FY 20 due to using that money for the specific purpose of lakes maintenance.

Capital Improvement Planning (CIP) Fund - (\$372,145) or 20%

- The decrease in fund balance is driven by the need for investments, replacements or upgrades to our capital assets and projects throughout the Village. In FY 20, the Village plans to invest just under \$2.2 million, which is the most the Village has invested in capital to date.

General Fund - (\$194,599) or 10%

- The decrease in fund balance represents 1.1% of the FY 20 budgeted expenditures of \$17.9 million. This modest draw down is needed to cover the short fall in the CIP Fund to pay for a portion of the Police Department Schematic Design project in the amount of \$230,000 that the Village Board gave direction to include in November of 2019 in order to continue to process and next step of the Police Department space need analysis. The General Fund is projected to add just over \$900,000 in FY 19, putting fund balance reserves at 77%. The slight drawdown in FY 20 will put reserves at 71%. The General Fund balance policy requires a reserve of 25%.

ATTACHMENTS

1. An Ordinance Establishing a Budget for the Village of Lake in the Hills for the 2020 Fiscal Year
2. Certification of Annual Budget for the 2020 Fiscal Year for the Village of Lake in the Hills
3. Exhibit A - Fiscal Year 2020 Budget

RECOMMENDED MOTION

Motion to approve the attached ordinance Establishing a Budget for the Village of Lake in the Hills for the 2020 Fiscal year.

ORDINANCE NO. 2019-____

**An Ordinance Establishing a Budget for the
Village of Lake in the Hills
for the 2020 Fiscal Year**

WHEREAS, the Village of Lake in the Hills, an Illinois municipal corporation (the “Village”), situated in 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; and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, have adopted the budget form of financing by passing Ordinance 1994-95-16, An Ordinance Authorizing Budget Process for Fiscal Years Beginning with the 1995-96 Fiscal Year and Amending the Lake in the Hills Municipal Code, on December 8, 1994.

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 the budget for the 2020 Fiscal Year for the Village of Lake in the Hills, attached hereto as Exhibit A and made a part hereof, is hereby approved.

SECTION 2: That the wages for all regular non-represented municipal positions be increased per the Personnel Rules & Regulations, Section XX: Pay Philosophy, Evaluation Program and Compensation Plan approved by the Village Board on November 14, 2019. Cost of Living Adjustments (COLA) to be effective January 1, 2020 and merit/performance pay to be effective the first full pay period in July 2020.

SECTION 3: That authorized full-time employee staffing levels for the Fiscal Year Ending December 31, 2020 shall be as follows:

Administration Department	-	4 Full-Time Employees
Community Services Department	-	7 Full-Time Employees
Finance Department	-	10 Full-Time Employees
MIS Department	-	2 Full-Time Employee
Police Department	-	47 Full-Time Employees
Public Works Department	-	<u>40</u> Full-Time Employees
Total	-	110 Full-Time Employees

SECTION 4: That all reimbursements made to employees for eligible tuition costs, book costs, and lab fees in accordance with the Educational Assistance Program contained in Section VII of the Personnel Rules and Regulations Manual shall be limited to \$3,000.00 per employee, or as defined by employment contract, for the Fiscal Year Ending December 31, 2020.

SECTION 5: 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 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which is hereby authorized) as provided by law.

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

**CERTIFICATION OF ANNUAL BUDGET
FOR THE 2020 FISCAL YEAR
FOR THE VILLAGE OF LAKE IN THE HILLS**

I, SHANE D. JOHNSON, do hereby certify that I am the duly qualified Treasurer of the VILLAGE OF LAKE IN THE HILLS and, as such Treasurer, I do further certify that the attached document represents the Annual Budget of the VILLAGE OF LAKE IN THE HILLS, McHenry County, Illinois, for the 2020 Fiscal Year beginning January 1, 2020 and ending December 31, 2020, as adopted by the Board of Trustees at their properly convened meeting held on the 12th day of December, 2019, as appears in the official records of said Village, and I do further certify that the attached document contains an estimate of the revenues the VILLAGE OF LAKE IN THE HILLS anticipates receiving during the 2020 Fiscal Year beginning January 1, 2020 and ending December 31, 2020.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 12th day of December, 2019.

Shane D. Johnson
Village Treasurer

(S E A L)

ATTEST: _____
Village Clerk, Cecilia Carman

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Property Taxes</i>			
40.04	PT Corporate	1,840,604.00	1,840,604.00	1,840,604.00
40.08	PT IMRF	359,083.00	359,083.00	359,083.00
40.12	PT Police Protection	613,535.00	613,535.00	613,535.00
40.16	PT Police Pension	1,498,027.00	1,498,027.00	1,498,027.00
40.20	PT Audit	13,260.00	13,260.00	13,260.00
40.24	PT Liability Insurance	191,250.00	191,250.00	191,250.00
40.28	PT FICA	695,988.00	695,988.00	695,988.00
40.32	PT Workers Comp	270,000.00	270,000.00	270,000.00
40.36	PT Road & Bridge	180,000.00	180,000.00	180,000.00
	<i>Property Taxes Totals</i>	\$5,661,747.00	\$5,661,747.00	\$5,661,747.00
	<i>Sales & Other Taxes</i>			
41.04	ST Sales Tax	2,900,000.00	2,900,000.00	2,900,000.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Sales & Other Taxes</i>			
41.08	ST Home Rule Sales Tax	1,900,000.00	1,900,000.00	1,900,000.00
41.12	ST Use Tax	950,000.00	950,000.00	950,000.00
41.20	ST Simplified Telecom Tax	330,000.00	330,000.00	330,000.00
41.24	ST Char Games/Pull Tab Tax	1,000.00	1,000.00	1,000.00
41.28	ST Video Gaming Tax	200,000.00	200,000.00	200,000.00
41.30	ST Amusement Tax	170,000.00	170,000.00	170,000.00
	<i>Sales & Other Taxes Totals</i>	\$6,451,000.00	\$6,451,000.00	\$6,451,000.00
	<i>Licenses and Permits</i>			
42.04	LP Business License	5,620.00	5,620.00	5,620.00
42.08	LP Contractor License	32,250.00	32,250.00	32,250.00
42.16	LP Miscellaneous Licenses	36,825.00	36,825.00	36,825.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Licenses and Permits</i>			
42.28	LP Liquor & Tobacco Licenses	48,325.00	48,325.00	48,325.00
42.40	LP Building & Occupancy Permits	148,610.00	148,610.00	148,610.00
42.48	LP Lake Use Permit	9,200.00	9,200.00	9,200.00
	<i>Licenses and Permits Totals</i>	\$280,830.00	\$280,830.00	\$280,830.00
	<i>Intergovernmental</i>			
43.04	IG Income Tax	3,020,000.00	3,020,000.00	3,020,000.00
43.08	IG PPRT	6,500.00	6,500.00	6,500.00
43.16	IG Grants	49,425.00	49,425.00	49,425.00
	<i>Intergovernmental Totals</i>	\$3,075,925.00	\$3,075,925.00	\$3,075,925.00
	<i>Charges for Services</i>			
44.04	CS Plan Review & Zoning Fees	6,200.00	6,200.00	6,200.00
44.08	CS Impact Fees	80,080.00	80,080.00	80,080.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
REVENUE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
<i>Charges for Services</i>				
44.12	CS Annexation / Platting Fees	5,610.00	5,610.00	5,610.00
44.16	CS Cable / Video Provider Fee	415,000.00	415,000.00	415,000.00
44.18	CS Natural Gas Franchise Fee	33,500.00	33,500.00	33,500.00
44.20	CS Police Services	75,000.00	75,000.00	75,000.00
44.26	CS Commercial Activity Fees	40,000.00	40,000.00	40,000.00
44.30	CS Park Programs	574,480.00	574,480.00	574,480.00
44.32	CS Facility Rental Fee	73,200.00	73,200.00	73,200.00
44.52	CS Rental Income	212,000.00	212,000.00	212,000.00
<i>Charges for Services Totals</i>		\$1,515,070.00	\$1,515,070.00	\$1,515,070.00
<i>Fines, Fees and Forfeits</i>				
45.04	FF Court Fines	195,000.00	195,000.00	195,000.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Fines, Fees and Forefeits</i>			
45.08	FF Fines - Ordinance Violation	90,000.00	90,000.00	90,000.00
45.16	FF Electronic Citation Fines	900.00	900.00	900.00
45.20	FF Warrant Execution / Bond Fees	3,500.00	3,500.00	3,500.00
45.24	FF Vehicle Impound / Towing Fees	30,000.00	30,000.00	30,000.00
	<i>Fines, Fees and Forefeits Totals</i>	\$319,400.00	\$319,400.00	\$319,400.00
	<i>Investment Income</i>			
46.04	II Interest Income	250,000.00	250,000.00	250,000.00
	<i>Investment Income Totals</i>	\$250,000.00	\$250,000.00	\$250,000.00
	<i>Miscellaneous</i>			
47.04	MR Misc Revenue	23,000.00	23,000.00	23,000.00
47.08	MR Contributions	1,233.00	1,233.00	1,233.00
47.16	MR Sunset Fest Revenue	165,900.00	165,900.00	165,900.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Miscellaneous			
47.20	MR Insurance/ Restitutions	25,000.00	25,000.00	25,000.00
	<i>Miscellaneous Totals</i>	<u>215,133.00</u>	<u>215,133.00</u>	<u>215,133.00</u>
	Division 00 - Non-Division Totals	<u>17,769,105.00</u>	<u>17,769,105.00</u>	<u>17,769,105.00</u>
	Department 00 - Non-Departmental Totals	<u>17,769,105.00</u>	<u>17,769,105.00</u>	<u>17,769,105.00</u>
	REVENUE TOTALS	<u>17,769,105.00</u>	<u>17,769,105.00</u>	<u>17,769,105.00</u>
	EXPENSE			
	Department 10 - Executive			
	Division 00 - Non-Division			
	Personal Services			
50.16	Salaries & Wages Boards & Commissions	55,200.00	55,200.00	55,200.00
51.04	Taxes & Benefits FICA	4,223.00	4,223.00	4,223.00
	<i>Personal Services Totals</i>	<u>59,423.00</u>	<u>59,423.00</u>	<u>59,423.00</u>
	Professional Development			
52.04	Prof Devel Conference/ School/ Training	3,488.00	3,488.00	3,488.00
52.08	Prof Devel Dues	15,122.00	15,122.00	15,122.00
52.16	Prof Devel Travel	7,360.00	7,360.00	7,360.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 10 - Executive			
	Division 00 - Non-Division			
	Professional Development			
52.20	Prof Devel Community Affairs	7,200.00	7,200.00	7,200.00
	<i>Professional Development Totals</i>	\$33,170.00	\$33,170.00	\$33,170.00
	Contractual Services			
62.20	Utilities Telephone	720.00	720.00	720.00
63.12	CS Printing & Copying	75.00	75.00	75.00
63.34	CS Sales Tax Reimbursements	16,000.00	16,000.00	16,000.00
	<i>Contractual Services Totals</i>	\$16,795.00	\$16,795.00	\$16,795.00
	Commodities			
72.04	Operating Supplies Operating Supplies	400.00	400.00	400.00
72.16	Operating Supplies Uniforms & Protective Clothing	480.00	480.00	480.00
	<i>Commodities Totals</i>	\$880.00	\$880.00	\$880.00
	Division 00 - Non-Division Totals	\$110,268.00	\$110,268.00	\$110,268.00
	Department 10 - Executive Totals	\$110,268.00	\$110,268.00	\$110,268.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 12 - Village Administration			
	Division 00 - Non-Division			
	<i>Personal Services</i>			
50.04	Salaries & Wages Full Time	471,488.00	471,488.00	471,488.00
50.12	Salaries & Wages Part Time	25,360.00	25,360.00	25,360.00
51.04	Taxes & Benefits FICA	36,653.00	36,653.00	36,653.00
51.08	Taxes & Benefits IMRF	43,340.00	43,340.00	43,340.00
51.20	Taxes & Benefits Health & Life Insurance	98,350.00	98,350.00	98,350.00
51.28	Taxes & Benefits Other Employee Benefits	13,017.00	13,017.00	13,017.00
	<i>Personal Services Totals</i>	\$688,208.00	\$688,208.00	\$688,208.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	8,610.00	8,610.00	8,610.00
52.08	Prof Devel Dues	4,536.00	4,536.00	4,536.00
52.12	Prof Devel Publications	1,275.00	1,275.00	1,275.00
52.16	Prof Devel Travel	7,329.00	7,329.00	7,329.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
EXPENSE				
Department 12 - Village Administration				
Division 00 - Non-Division				
<i>Professional Development</i>				
52.20	Prof Devel Community Affairs	850.00	850.00	850.00
<i>Professional Development Totals</i>		\$22,600.00	\$22,600.00	\$22,600.00
<i>Contractual Services</i>				
60.12	Professional Legal	85,500.00	85,500.00	85,500.00
60.24	Professional Other Professional	69,501.00	69,501.00	69,501.00
61.16	Maintenance Equipment	4,404.00	4,404.00	4,404.00
62.20	Utilities Telephone	9,383.00	9,383.00	9,383.00
63.04	CS Postage	6,315.00	6,315.00	6,315.00
63.08	CS Publishing & Advertising	400.00	400.00	400.00
63.12	CS Printing & Copying	5,088.00	5,088.00	5,088.00
<i>Contractual Services Totals</i>		\$180,591.00	\$180,591.00	\$180,591.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 12 - Village Administration			
	Division 00 - Non-Division			
	Commodities			
72.04	Operating Supplies Operating Supplies	2,000.00	2,000.00	2,000.00
72.16	Operating Supplies Uniforms & Protective Clothing	756.00	756.00	756.00
	<i>Commodities Totals</i>	<u>\$2,756.00</u>	<u>\$2,756.00</u>	<u>\$2,756.00</u>
	Division 00 - Non-Division Totals	<u>\$894,155.00</u>	<u>\$894,155.00</u>	<u>\$894,155.00</u>
	Department 12 - Village Administration Totals	<u>\$894,155.00</u>	<u>\$894,155.00</u>	<u>\$894,155.00</u>
	Department 16 - Finance			
	Division 00 - Non-Division			
	Personal Services			
50.04	Salaries & Wages Full Time	549,006.00	549,006.00	549,006.00
51.04	Taxes & Benefits FICA	43,213.00	43,213.00	43,213.00
51.08	Taxes & Benefits IMRF	54,237.00	54,237.00	54,237.00
51.20	Taxes & Benefits Health & Life Insurance	104,200.00	104,200.00	104,200.00
51.28	Taxes & Benefits Other Employee Benefits	15,876.00	15,876.00	15,876.00
	<i>Personal Services Totals</i>	<u>\$766,532.00</u>	<u>\$766,532.00</u>	<u>\$766,532.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 16 - Finance			
	Division 00 - Non-Division			
	Professional Development			
52.04	Prof Devel Conference/ School/ Training	3,400.00	3,400.00	3,400.00
52.08	Prof Devel Dues	1,350.00	1,350.00	1,350.00
52.16	Prof Devel Travel	3,070.00	3,070.00	3,070.00
	<i>Professional Development Totals</i>	\$7,820.00	\$7,820.00	\$7,820.00
	Contractual Services			
60.04	Professional Accounting	13,640.00	13,640.00	13,640.00
60.16	Professional Medical	80.00	80.00	80.00
60.24	Professional Other Professional	10,742.00	10,742.00	10,742.00
62.20	Utilities Telephone	1,020.00	1,020.00	1,020.00
63.04	CS Postage	2,364.00	2,364.00	2,364.00
63.08	CS Publishing & Advertising	1,560.00	1,560.00	1,560.00
63.12	CS Printing & Copying	2,600.00	2,600.00	2,600.00
	<i>Contractual Services Totals</i>	\$32,006.00	\$32,006.00	\$32,006.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 16 - Finance			
	Division 00 - Non-Division			
	Commodities			
71.04	Office Supplies Office Supplies	8,400.00	8,400.00	8,400.00
72.04	Operating Supplies Operating Supplies	3,450.00	3,450.00	3,450.00
72.16	Operating Supplies Uniforms & Protective Clothing	884.00	884.00	884.00
	<i>Commodities Totals</i>	<u>\$12,734.00</u>	<u>\$12,734.00</u>	<u>\$12,734.00</u>
	Division 00 - Non-Division Totals	<u>\$819,092.00</u>	<u>\$819,092.00</u>	<u>\$819,092.00</u>
	Department 16 - Finance Totals	<u>\$819,092.00</u>	<u>\$819,092.00</u>	<u>\$819,092.00</u>
	Department 18 - Community Services			
	Division 50 - Parks & Recreation			
	Personal Services			
50.04	Salaries & Wages Full Time	237,356.00	237,356.00	237,356.00
50.08	Salaries & Wages Personnel Services Reimbursement	(3,095.00)	(3,095.00)	(3,095.00)
50.12	Salaries & Wages Part Time	446,412.00	446,412.00	446,412.00
50.16	Salaries & Wages Boards & Commissions	3,000.00	3,000.00	3,000.00
50.20	Salaries & Wages Over Time	1,720.00	1,720.00	1,720.00
51.04	Taxes & Benefits FICA	53,120.00	53,120.00	53,120.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 18 - Community Services			
	Division 50 - Parks & Recreation			
	Personal Services			
51.08	Taxes & Benefits IMRF	32,254.00	32,254.00	32,254.00
51.20	Taxes & Benefits Health & Life Insurance	45,050.00	45,050.00	45,050.00
51.28	Taxes & Benefits Other Employee Benefits	5,892.00	5,892.00	5,892.00
	<i>Personal Services Totals</i>	\$821,709.00	\$821,709.00	\$821,709.00
	Professional Development			
52.04	Prof Devel Conference/ School/ Training	7,250.00	7,250.00	7,250.00
52.08	Prof Devel Dues	56,516.00	56,516.00	56,516.00
52.16	Prof Devel Travel	4,595.00	4,595.00	4,595.00
	<i>Professional Development Totals</i>	\$68,361.00	\$68,361.00	\$68,361.00
	Contractual Services			
60.16	Professional Medical	5,020.00	5,020.00	5,020.00
60.22	Professional Lab Testing Services	1,550.00	1,550.00	1,550.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
EXPENSE				
Department 18 - Community Services				
Division 50 - Parks & Recreation				
<i>Contractual Services</i>				
60.24	Professional Other Professional	166,851.00	166,851.00	166,851.00
61.04	Maintenance Grounds	176,329.00	176,329.00	176,329.00
61.08	Maintenance Buildings	9,660.00	9,660.00	9,660.00
61.16	Maintenance Equipment	800.00	800.00	800.00
61.28	Maintenance Vehicles	100.00	100.00	100.00
61.32	Maintenance Janitorial	7,100.00	7,100.00	7,100.00
62.04	Utilities Electrical	3,180.00	3,180.00	3,180.00
62.08	Utilities Natural Gas	1,946.00	1,946.00	1,946.00
62.12	Utilities Sewer	576.00	576.00	576.00
62.20	Utilities Telephone	5,360.00	5,360.00	5,360.00
63.04	CS Postage	5,510.00	5,510.00	5,510.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 18 - Community Services			
	Division 50 - Parks & Recreation			
	Contractual Services			
63.08	CS Publishing & Advertising	1,050.00	1,050.00	1,050.00
63.12	CS Printing & Copying	14,075.00	14,075.00	14,075.00
63.16	CS Rentals	34,545.00	34,545.00	34,545.00
63.32	CS Festival & Event	159,400.00	159,400.00	159,400.00
	<i>Contractual Services Totals</i>	\$593,052.00	\$593,052.00	\$593,052.00
	Commodities			
70.04	Supplies & Parts Grounds	9,963.00	9,963.00	9,963.00
70.08	Supplies & Parts Buildings	6,000.00	6,000.00	6,000.00
70.12	Supplies & Parts Infrastructure	250.00	250.00	250.00
70.16	Supplies & Parts Equipment	8,550.00	8,550.00	8,550.00
70.28	Supplies & Parts Vehicles	100.00	100.00	100.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 18 - Community Services			
	Division 50 - Parks & Recreation			
	Commodities			
72.04	Operating Supplies Operating Supplies	76,575.00	76,575.00	76,575.00
72.12	Operating Supplies Fuel & Petroleum Supplies	1,053.00	1,053.00	1,053.00
72.16	Operating Supplies Uniforms & Protective Clothing	2,860.00	2,860.00	2,860.00
	<i>Commodities Totals</i>	\$105,351.00	\$105,351.00	\$105,351.00
	Division 50 - Parks & Recreation Totals	\$1,588,473.00	\$1,588,473.00	\$1,588,473.00
	Division 52 - Community Development			
	Personal Services			
50.04	Salaries & Wages Full Time	374,284.00	374,284.00	374,284.00
50.12	Salaries & Wages Part Time	4,000.00	4,000.00	4,000.00
50.16	Salaries & Wages Boards & Commissions	3,300.00	3,300.00	3,300.00
50.20	Salaries & Wages Over Time	3,431.00	3,431.00	3,431.00
51.04	Taxes & Benefits FICA	30,115.00	30,115.00	30,115.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 18 - Community Services			
	Division 52 - Community Development			
	Personal Services			
51.08	Taxes & Benefits IMRF	37,361.00	37,361.00	37,361.00
51.20	Taxes & Benefits Health & Life Insurance	96,350.00	96,350.00	96,350.00
51.28	Taxes & Benefits Other Employee Benefits	8,642.00	8,642.00	8,642.00
	<i>Personal Services Totals</i>	\$557,483.00	\$557,483.00	\$557,483.00
	Professional Development			
52.04	Prof Devel Conference/ School/ Training	6,608.00	6,608.00	6,608.00
52.08	Prof Devel Dues	1,150.00	1,150.00	1,150.00
52.12	Prof Devel Publications	400.00	400.00	400.00
52.16	Prof Devel Travel	2,090.00	2,090.00	2,090.00
52.20	Prof Devel Community Affairs	250.00	250.00	250.00
	<i>Professional Development Totals</i>	\$10,498.00	\$10,498.00	\$10,498.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
EXPENSE				
Department 18 - Community Services				
Division 52 - Community Development				
<i>Contractual Services</i>				
60.16	Professional Medical	35.00	35.00	35.00
60.24	Professional Other Professional	47,604.00	47,604.00	47,604.00
61.28	Maintenance Vehicles	1,000.00	1,000.00	1,000.00
62.20	Utilities Telephone	3,900.00	3,900.00	3,900.00
63.04	CS Postage	500.00	500.00	500.00
63.08	CS Publishing & Advertising	280.00	280.00	280.00
63.12	CS Printing & Copying	850.00	850.00	850.00
<i>Contractual Services Totals</i>		\$54,169.00	\$54,169.00	\$54,169.00
<i>Commodities</i>				
70.28	Supplies & Parts Vehicles	1,000.00	1,000.00	1,000.00
72.04	Operating Supplies Operating Supplies	720.00	720.00	720.00
72.12	Operating Supplies Fuel & Petroleum Supplies	3,301.00	3,301.00	3,301.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 18 - Community Services			
	Division 52 - Community Development			
	Commodities			
72.16	Operating Supplies Uniforms & Protective Clothing	2,100.00	2,100.00	2,100.00
	<i>Commodities Totals</i>	<u>\$7,121.00</u>	<u>\$7,121.00</u>	<u>\$7,121.00</u>
	Division 52 - Community Development Totals	<u>\$629,271.00</u>	<u>\$629,271.00</u>	<u>\$629,271.00</u>
	Department 18 - Community Services Totals	<u>\$2,217,744.00</u>	<u>\$2,217,744.00</u>	<u>\$2,217,744.00</u>
	Department 20 - Police			
	Division 10 - Administration			
	Personal Services			
50.04	Salaries & Wages Full Time	497,240.00	497,240.00	497,240.00
50.16	Salaries & Wages Boards & Commissions	1,500.00	1,500.00	1,500.00
51.04	Taxes & Benefits FICA	37,502.00	37,502.00	37,502.00
51.08	Taxes & Benefits IMRF	7,065.00	7,065.00	7,065.00
51.12	Taxes & Benefits Police Pension	161,241.00	161,241.00	161,241.00
51.20	Taxes & Benefits Health & Life Insurance	103,050.00	103,050.00	103,050.00
51.28	Taxes & Benefits Other Employee Benefits	12,912.00	12,912.00	12,912.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 20 - Police			
	Division 10 - Administration			
	<i>Personal Services Totals</i>	\$820,510.00	\$820,510.00	\$820,510.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	1,634.00	1,634.00	1,634.00
52.08	Prof Devel Dues	1,445.00	1,445.00	1,445.00
52.12	Prof Devel Publications	1,675.00	1,675.00	1,675.00
52.16	Prof Devel Travel	1,582.00	1,582.00	1,582.00
52.20	Prof Devel Community Affairs	1,426.00	1,426.00	1,426.00
	<i>Professional Development Totals</i>	\$7,762.00	\$7,762.00	\$7,762.00
	<i>Contractual Services</i>			
60.12	Professional Legal	94,560.00	94,560.00	94,560.00
60.16	Professional Medical	1,295.00	1,295.00	1,295.00
60.24	Professional Other Professional	444,820.00	444,820.00	444,820.00
61.16	Maintenance Equipment	23,886.00	23,886.00	23,886.00
61.24	Maintenance Computers	7,788.00	7,788.00	7,788.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 20 - Police			
	Division 10 - Administration			
	Contractual Services			
61.28	Maintenance Vehicles	400.00	400.00	400.00
62.20	Utilities Telephone	15,060.00	15,060.00	15,060.00
63.04	CS Postage	1,710.00	1,710.00	1,710.00
63.12	CS Printing & Copying	1,100.00	1,100.00	1,100.00
63.16	CS Rentals	1,212.00	1,212.00	1,212.00
	<i>Contractual Services Totals</i>	\$591,831.00	\$591,831.00	\$591,831.00
	Commodities			
70.28	Supplies & Parts Vehicles	700.00	700.00	700.00
71.04	Office Supplies Office Supplies	9,400.00	9,400.00	9,400.00
72.04	Operating Supplies Operating Supplies	14,290.00	14,290.00	14,290.00
72.12	Operating Supplies Fuel & Petroleum Supplies	2,802.00	2,802.00	2,802.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 20 - Police			
	Division 10 - Administration			
	Commodities			
72.16	Operating Supplies Uniforms & Protective Clothing	5,460.00	5,460.00	5,460.00
	<i>Commodities Totals</i>	<u>\$32,652.00</u>	<u>\$32,652.00</u>	<u>\$32,652.00</u>
	Division 10 - Administration Totals	\$1,452,755.00	\$1,452,755.00	\$1,452,755.00
	Division 20 - Patrol			
	Personal Services			
50.04	Salaries & Wages Full Time	3,193,426.00	3,193,426.00	3,193,426.00
50.12	Salaries & Wages Part Time	9,300.00	9,300.00	9,300.00
50.20	Salaries & Wages Over Time	170,500.00	170,500.00	170,500.00
51.04	Taxes & Benefits FICA	263,514.00	263,514.00	263,514.00
51.08	Taxes & Benefits IMRF	9,732.00	9,732.00	9,732.00
51.12	Taxes & Benefits Police Pension	1,176,729.00	1,176,729.00	1,176,729.00
51.20	Taxes & Benefits Health & Life Insurance	565,550.00	565,550.00	565,550.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 20 - Police			
	Division 20 - Patrol			
	Personal Services			
51.28	Taxes & Benefits Other Employee Benefits	71,406.00	71,406.00	71,406.00
	<i>Personal Services Totals</i>	<hr/>	<hr/>	<hr/>
		\$5,460,157.00	\$5,460,157.00	\$5,460,157.00
	Professional Development			
52.04	Prof Devel Conference/ School/ Training	23,129.00	23,129.00	23,129.00
52.08	Prof Devel Dues	355.00	355.00	355.00
52.16	Prof Devel Travel	6,190.00	6,190.00	6,190.00
	<i>Professional Development Totals</i>	<hr/>	<hr/>	<hr/>
		\$29,674.00	\$29,674.00	\$29,674.00
	Contractual Services			
60.16	Professional Medical	840.00	840.00	840.00
60.24	Professional Other Professional	2,732.00	2,732.00	2,732.00
61.16	Maintenance Equipment	6,684.00	6,684.00	6,684.00
61.24	Maintenance Computers	2,820.00	2,820.00	2,820.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 20 - Police			
	Division 20 - Patrol			
	Contractual Services			
61.28	Maintenance Vehicles	12,800.00	12,800.00	12,800.00
62.20	Utilities Telephone	4,260.00	4,260.00	4,260.00
63.04	CS Postage	270.00	270.00	270.00
63.12	CS Printing & Copying	3,432.00	3,432.00	3,432.00
63.16	CS Rentals	424.00	424.00	424.00
63.36	CS Miscellaneous Expense	140.00	140.00	140.00
	<i>Contractual Services Totals</i>	\$34,402.00	\$34,402.00	\$34,402.00
	Commodities			
70.16	Supplies & Parts Equipment	6,801.00	6,801.00	6,801.00
70.20	Supplies & Parts Information Systems	110.00	110.00	110.00
70.24	Supplies & Parts Software	4,620.00	4,620.00	4,620.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 20 - Police			
	Division 20 - Patrol			
	Commodities			
70.28	Supplies & Parts Vehicles	34,962.00	34,962.00	34,962.00
72.04	Operating Supplies Operating Supplies	31,930.00	31,930.00	31,930.00
72.12	Operating Supplies Fuel & Petroleum Supplies	85,982.00	85,982.00	85,982.00
72.16	Operating Supplies Uniforms & Protective Clothing	33,860.00	33,860.00	33,860.00
	<i>Commodities Totals</i>	\$198,265.00	\$198,265.00	\$198,265.00
	Division 20 - Patrol Totals	\$5,722,498.00	\$5,722,498.00	\$5,722,498.00
	Division 22 - Support Services			
	Personal Services			
50.04	Salaries & Wages Full Time	867,408.00	867,408.00	867,408.00
50.12	Salaries & Wages Part Time	400.00	400.00	400.00
50.20	Salaries & Wages Over Time	29,000.00	29,000.00	29,000.00
51.04	Taxes & Benefits FICA	70,028.00	70,028.00	70,028.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
EXPENSE				
Department 20 - Police				
Division 22 - Support Services				
<i>Personal Services</i>				
51.08	Taxes & Benefits IMRF	35,805.00	35,805.00	35,805.00
51.12	Taxes & Benefits Police Pension	160,057.00	160,057.00	160,057.00
51.20	Taxes & Benefits Health & Life Insurance	214,350.00	214,350.00	214,350.00
51.28	Taxes & Benefits Other Employee Benefits	18,585.00	18,585.00	18,585.00
	<i>Personal Services Totals</i>	\$1,395,633.00	\$1,395,633.00	\$1,395,633.00
<i>Professional Development</i>				
52.04	Prof Devel Conference/ School/ Training	7,009.00	7,009.00	7,009.00
52.08	Prof Devel Dues	2,085.00	2,085.00	2,085.00
52.12	Prof Devel Publications	4,680.00	4,680.00	4,680.00
52.16	Prof Devel Travel	5,415.00	5,415.00	5,415.00
52.20	Prof Devel Community Affairs	1,570.00	1,570.00	1,570.00
	<i>Professional Development Totals</i>	\$20,759.00	\$20,759.00	\$20,759.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
EXPENSE				
Department 20 - Police				
Division 22 - Support Services				
<i>Contractual Services</i>				
60.24	Professional Other Professional	20,674.00	20,674.00	20,674.00
61.24	Maintenance Computers	4,700.00	4,700.00	4,700.00
61.28	Maintenance Vehicles	300.00	300.00	300.00
62.20	Utilities Telephone	4,920.00	4,920.00	4,920.00
63.04	CS Postage	425.00	425.00	425.00
63.08	CS Publishing & Advertising	1,500.00	1,500.00	1,500.00
63.12	CS Printing & Copying	1,200.00	1,200.00	1,200.00
63.16	CS Rentals	1,260.00	1,260.00	1,260.00
63.36	CS Miscellaneous Expense	790.00	790.00	790.00
	<i>Contractual Services Totals</i>	\$35,769.00	\$35,769.00	\$35,769.00
<i>Commodities</i>				
70.20	Supplies & Parts Information Systems	730.00	730.00	730.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 20 - Police			
	Division 22 - Support Services			
	Commodities			
70.28	Supplies & Parts Vehicles	1,800.00	1,800.00	1,800.00
72.04	Operating Supplies Operating Supplies	12,887.00	12,887.00	12,887.00
72.12	Operating Supplies Fuel & Petroleum Supplies	2,334.00	2,334.00	2,334.00
72.16	Operating Supplies Uniforms & Protective Clothing	5,840.00	5,840.00	5,840.00
	<i>Commodities Totals</i>	<u>\$23,591.00</u>	<u>\$23,591.00</u>	<u>\$23,591.00</u>
	Division 22 - Support Services Totals	<u>\$1,475,752.00</u>	<u>\$1,475,752.00</u>	<u>\$1,475,752.00</u>
	Department 20 - Police Totals	<u>\$8,651,005.00</u>	<u>\$8,651,005.00</u>	<u>\$8,651,005.00</u>
	Department 30 - Public Works			
	Division 10 - Administration			
	Personal Services			
50.04	Salaries & Wages Full Time	229,261.00	229,261.00	229,261.00
50.12	Salaries & Wages Part Time	19,930.00	19,930.00	19,930.00
50.20	Salaries & Wages Over Time	958.00	958.00	958.00
51.04	Taxes & Benefits FICA	19,450.00	19,450.00	19,450.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 30 - Public Works			
	Division 10 - Administration			
	<i>Personal Services</i>			
51.08	Taxes & Benefits IMRF	24,585.00	24,585.00	24,585.00
51.20	Taxes & Benefits Health & Life Insurance	56,200.00	56,200.00	56,200.00
51.28	Taxes & Benefits Other Employee Benefits	4,094.00	4,094.00	4,094.00
	<i>Personal Services Totals</i>	\$354,478.00	\$354,478.00	\$354,478.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	3,155.00	3,155.00	3,155.00
52.08	Prof Devel Dues	661.00	661.00	661.00
52.12	Prof Devel Publications	80.00	80.00	80.00
52.16	Prof Devel Travel	2,443.00	2,443.00	2,443.00
52.20	Prof Devel Community Affairs	1,300.00	1,300.00	1,300.00
	<i>Professional Development Totals</i>	\$7,639.00	\$7,639.00	\$7,639.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
EXPENSE				
Department 30 - Public Works				
Division 10 - Administration				
<i>Contractual Services</i>				
60.08	Professional Engineering	56,900.00	56,900.00	56,900.00
60.16	Professional Medical	50.00	50.00	50.00
60.24	Professional Other Professional	103.00	103.00	103.00
61.16	Maintenance Equipment	1,580.00	1,580.00	1,580.00
61.28	Maintenance Vehicles	100.00	100.00	100.00
62.20	Utilities Telephone	6,607.00	6,607.00	6,607.00
63.04	CS Postage	380.00	380.00	380.00
63.08	CS Publishing & Advertising	990.00	990.00	990.00
63.12	CS Printing & Copying	517.00	517.00	517.00
<i>Contractual Services Totals</i>		\$67,227.00	\$67,227.00	\$67,227.00
<i>Commodities</i>				
70.28	Supplies & Parts Vehicles	60.00	60.00	60.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 30 - Public Works			
	Division 10 - Administration			
	Commodities			
71.04	Office Supplies Office Supplies	1,320.00	1,320.00	1,320.00
72.04	Operating Supplies Operating Supplies	1,320.00	1,320.00	1,320.00
72.12	Operating Supplies Fuel & Petroleum Supplies	376.00	376.00	376.00
72.16	Operating Supplies Uniforms & Protective Clothing	522.00	522.00	522.00
	<i>Commodities Totals</i>	<u>\$3,598.00</u>	<u>\$3,598.00</u>	<u>\$3,598.00</u>
	Division 10 - Administration Totals	<u>\$432,942.00</u>	<u>\$432,942.00</u>	<u>\$432,942.00</u>
	Division 30 - Streets			
	Personal Services			
50.04	Salaries & Wages Full Time	1,007,206.00	1,007,206.00	1,007,206.00
50.08	Salaries & Wages Personnel Services Reimbursement	(86,210.00)	(86,210.00)	(86,210.00)
50.12	Salaries & Wages Part Time	56,660.00	56,660.00	56,660.00
50.20	Salaries & Wages Over Time	78,048.00	78,048.00	78,048.00
51.04	Taxes & Benefits FICA	89,428.00	89,428.00	89,428.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 30 - Public Works			
	Division 30 - Streets			
	Personal Services			
51.08	Taxes & Benefits IMRF	109,488.00	109,488.00	109,488.00
51.20	Taxes & Benefits Health & Life Insurance	261,100.00	261,100.00	261,100.00
51.28	Taxes & Benefits Other Employee Benefits	27,083.00	27,083.00	27,083.00
	<i>Personal Services Totals</i>	\$1,542,803.00	\$1,542,803.00	\$1,542,803.00
	Professional Development			
52.04	Prof Devel Conference/ School/ Training	5,080.00	5,080.00	5,080.00
52.08	Prof Devel Dues	796.00	796.00	796.00
52.12	Prof Devel Publications	4,150.00	4,150.00	4,150.00
52.16	Prof Devel Travel	3,588.00	3,588.00	3,588.00
	<i>Professional Development Totals</i>	\$13,614.00	\$13,614.00	\$13,614.00
	Contractual Services			
60.16	Professional Medical	2,437.00	2,437.00	2,437.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 30 - Public Works			
	Division 30 - Streets			
	Contractual Services			
60.24	Professional Other Professional	6,242.00	6,242.00	6,242.00
61.04	Maintenance Grounds	89,718.00	89,718.00	89,718.00
61.12	Maintenance Infrastructure	86,911.00	86,911.00	86,911.00
61.16	Maintenance Equipment	3,400.00	3,400.00	3,400.00
61.28	Maintenance Vehicles	11,660.00	11,660.00	11,660.00
62.20	Utilities Telephone	8,100.00	8,100.00	8,100.00
63.12	CS Printing & Copying	520.00	520.00	520.00
63.16	CS Rentals	24,732.00	24,732.00	24,732.00
63.24	CS Equipment Services Reimbursement	(44,990.00)	(44,990.00)	(44,990.00)
63.36	CS Miscellaneous Expense	1,000.00	1,000.00	1,000.00
	<i>Contractual Services Totals</i>	\$189,730.00	\$189,730.00	\$189,730.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 30 - Public Works			
	Division 30 - Streets			
	Commodities			
70.04	Supplies & Parts Grounds	66,620.00	66,620.00	66,620.00
70.12	Supplies & Parts Infrastructure	36,290.00	36,290.00	36,290.00
70.16	Supplies & Parts Equipment	11,500.00	11,500.00	11,500.00
70.28	Supplies & Parts Vehicles	20,000.00	20,000.00	20,000.00
72.04	Operating Supplies Operating Supplies	66,900.00	66,900.00	66,900.00
72.08	Operating Supplies Ice & Snow Controls	213,984.00	213,984.00	213,984.00
72.12	Operating Supplies Fuel & Petroleum Supplies	47,031.00	47,031.00	47,031.00
72.16	Operating Supplies Uniforms & Protective Clothing	7,888.00	7,888.00	7,888.00
	<i>Commodities Totals</i>	<u>\$470,213.00</u>	<u>\$470,213.00</u>	<u>\$470,213.00</u>
	Division 30 - Streets Totals	<u>\$2,216,360.00</u>	<u>\$2,216,360.00</u>	<u>\$2,216,360.00</u>
	Division 32 - Public Properties			
	Personal Services			
50.04	Salaries & Wages Full Time	668,856.00	668,856.00	668,856.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 30 - Public Works			
	Division 32 - Public Properties			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	(28,120.00)	(28,120.00)	(28,120.00)
50.12	Salaries & Wages Part Time	6,000.00	6,000.00	6,000.00
50.20	Salaries & Wages Over Time	48,014.00	48,014.00	48,014.00
51.04	Taxes & Benefits FICA	56,655.00	56,655.00	56,655.00
51.08	Taxes & Benefits IMRF	71,035.00	71,035.00	71,035.00
51.20	Taxes & Benefits Health & Life Insurance	183,250.00	183,250.00	183,250.00
51.28	Taxes & Benefits Other Employee Benefits	17,722.00	17,722.00	17,722.00
	<i>Personal Services Totals</i>	\$1,023,412.00	\$1,023,412.00	\$1,023,412.00
	Professional Development			
52.04	Prof Devel Conference/ School/ Training	5,867.00	5,867.00	5,867.00
52.08	Prof Devel Dues	227.00	227.00	227.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
EXPENSE				
Department 30 - Public Works				
Division 32 - Public Properties				
<i>Professional Development</i>				
52.12	Prof Devel Publications	67.00	67.00	67.00
52.16	Prof Devel Travel	2,517.00	2,517.00	2,517.00
	<i>Professional Development Totals</i>	\$8,678.00	\$8,678.00	\$8,678.00
<i>Contractual Services</i>				
60.16	Professional Medical	1,649.00	1,649.00	1,649.00
60.24	Professional Other Professional	6,431.00	6,431.00	6,431.00
61.04	Maintenance Grounds	1,800.00	1,800.00	1,800.00
61.08	Maintenance Buildings	29,343.00	29,343.00	29,343.00
61.16	Maintenance Equipment	10,590.00	10,590.00	10,590.00
61.28	Maintenance Vehicles	4,000.00	4,000.00	4,000.00
61.32	Maintenance Janitorial	50,384.00	50,384.00	50,384.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
EXPENSE				
Department 30 - Public Works				
Division 32 - Public Properties				
<i>Contractual Services</i>				
62.04	Utilities Electrical	157,200.00	157,200.00	157,200.00
62.08	Utilities Natural Gas	16,200.00	16,200.00	16,200.00
62.12	Utilities Sewer	1,261.00	1,261.00	1,261.00
62.20	Utilities Telephone	9,780.00	9,780.00	9,780.00
63.08	CS Publishing & Advertising	80.00	80.00	80.00
63.12	CS Printing & Copying	60.00	60.00	60.00
63.16	CS Rentals	3,046.00	3,046.00	3,046.00
63.24	CS Equipment Services Reimbursement	(8,580.00)	(8,580.00)	(8,580.00)
	<i>Contractual Services Totals</i>	\$283,244.00	\$283,244.00	\$283,244.00
<i>Commodities</i>				
70.04	Supplies & Parts Grounds	6,400.00	6,400.00	6,400.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 30 - Public Works			
	Division 32 - Public Properties			
	Commodities			
70.08	Supplies & Parts Buildings	33,840.00	33,840.00	33,840.00
70.16	Supplies & Parts Equipment	6,200.00	6,200.00	6,200.00
70.28	Supplies & Parts Vehicles	13,920.00	13,920.00	13,920.00
72.04	Operating Supplies Operating Supplies	32,070.00	32,070.00	32,070.00
72.08	Operating Supplies Ice & Snow Controls	1,500.00	1,500.00	1,500.00
72.12	Operating Supplies Fuel & Petroleum Supplies	24,400.00	24,400.00	24,400.00
72.16	Operating Supplies Uniforms & Protective Clothing	5,394.00	5,394.00	5,394.00
	<i>Commodities Totals</i>	\$123,724.00	\$123,724.00	\$123,724.00
	Division 32 - Public Properties Totals	\$1,439,058.00	\$1,439,058.00	\$1,439,058.00
	Department 30 - Public Works Totals	\$4,088,360.00	\$4,088,360.00	\$4,088,360.00
	Department 60 - Management Information Systems			
	Division 00 - Non-Division			
	Personal Services			
50.04	Salaries & Wages Full Time	135,764.00	135,764.00	135,764.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
EXPENSE				
Department 60 - Management Information Systems				
Division 00 - Non-Division				
<i>Personal Services</i>				
51.04	Taxes & Benefits FICA	10,681.00	10,681.00	10,681.00
51.08	Taxes & Benefits IMRF	13,501.00	13,501.00	13,501.00
51.20	Taxes & Benefits Health & Life Insurance	44,950.00	44,950.00	44,950.00
51.28	Taxes & Benefits Other Employee Benefits	3,852.00	3,852.00	3,852.00
<i>Personal Services Totals</i>		\$208,748.00	\$208,748.00	\$208,748.00
<i>Professional Development</i>				
52.04	Prof Devel Conference/ School/ Training	2,500.00	2,500.00	2,500.00
52.08	Prof Devel Dues	200.00	200.00	200.00
52.12	Prof Devel Publications	1,000.00	1,000.00	1,000.00
<i>Professional Development Totals</i>		\$3,700.00	\$3,700.00	\$3,700.00
<i>Contractual Services</i>				
60.24	Professional Other Professional	35,050.00	35,050.00	35,050.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 60 - Management Information Systems			
	Division 00 - Non-Division			
	<i>Contractual Services</i>			
61.16	Maintenance Equipment	6,050.00	6,050.00	6,050.00
61.24	Maintenance Computers	144,564.00	144,564.00	144,564.00
62.20	Utilities Telephone	1,760.00	1,760.00	1,760.00
62.24	Utilities Internet Services	3,600.00	3,600.00	3,600.00
	<i>Contractual Services Totals</i>	\$191,024.00	\$191,024.00	\$191,024.00
	<i>Commodities</i>			
70.20	Supplies & Parts Information Systems	44,250.00	44,250.00	44,250.00
70.24	Supplies & Parts Software	27,969.00	27,969.00	27,969.00
72.04	Operating Supplies Operating Supplies	800.00	800.00	800.00
72.16	Operating Supplies Uniforms & Protective Clothing	240.00	240.00	240.00
	<i>Commodities Totals</i>	\$73,259.00	\$73,259.00	\$73,259.00
	Division 00 - Non-Division Totals	\$476,731.00	\$476,731.00	\$476,731.00
	Department 60 - Management Information Systems Totals	\$476,731.00	\$476,731.00	\$476,731.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 100 - General Fund				
EXPENSE				
Department 70 - Insurance & Tort				
Division 00 - Non-Division				
<i>Contractual Services</i>				
64.04	Insurance State Unemployment Ins	10,000.00	10,000.00	10,000.00
64.08	Insurance Workers Comp - Premium	290,000.00	290,000.00	290,000.00
64.20	Insurance Surety & Notary Bonds	500.00	500.00	500.00
64.24	Insurance General Liability	211,250.00	211,250.00	211,250.00
<i>Contractual Services Totals</i>		\$511,750.00	\$511,750.00	\$511,750.00
Division 00 - Non-Division Totals		\$511,750.00	\$511,750.00	\$511,750.00
Department 70 - Insurance & Tort Totals		\$511,750.00	\$511,750.00	\$511,750.00
Department 90 - Interfund Transfers				
Division 00 - Non-Division				
<i>Interfund Transfers</i>				
95.04	Transfers Transfers Out	194,599.00	194,599.00	194,599.00
<i>Interfund Transfers Totals</i>		\$194,599.00	\$194,599.00	\$194,599.00
Division 00 - Non-Division Totals		\$194,599.00	\$194,599.00	\$194,599.00
Department 90 - Interfund Transfers Totals		\$194,599.00	\$194,599.00	\$194,599.00
EXPENSE TOTALS		\$17,963,704.00	\$17,963,704.00	\$17,963,704.00
Fund 100 - General Fund Totals				
REVENUE TOTALS		\$17,769,105.00	\$17,769,105.00	\$17,769,105.00
EXPENSE TOTALS		\$17,963,704.00	\$17,963,704.00	\$17,963,704.00
Fund 100 - General Fund Totals		(\$194,599.00)	(\$194,599.00)	(\$194,599.00)

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	202 - Motor Fuel			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Intergovernmental</i>			
43.12	IG MFT Allotments	1,124,113.00	1,124,113.00	1,124,113.00
	<i>Intergovernmental Totals</i>	<u>\$1,124,113.00</u>	<u>\$1,124,113.00</u>	<u>\$1,124,113.00</u>
	<i>Investment Income</i>			
46.04	II Interest Income	25,000.00	25,000.00	25,000.00
	<i>Investment Income Totals</i>	<u>\$25,000.00</u>	<u>\$25,000.00</u>	<u>\$25,000.00</u>
	Division 00 - Non-Division Totals	<u>\$1,149,113.00</u>	<u>\$1,149,113.00</u>	<u>\$1,149,113.00</u>
	Department 00 - Non-Departmental Totals	<u>\$1,149,113.00</u>	<u>\$1,149,113.00</u>	<u>\$1,149,113.00</u>
	REVENUE TOTALS	<u>\$1,149,113.00</u>	<u>\$1,149,113.00</u>	<u>\$1,149,113.00</u>
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Contractual Services</i>			
60.08	Professional Engineering	55,000.00	55,000.00	55,000.00
	<i>Contractual Services Totals</i>	<u>\$55,000.00</u>	<u>\$55,000.00</u>	<u>\$55,000.00</u>
	<i>Capital Outlay</i>			
80.16	Capital Streets	978,180.00	978,180.00	978,180.00
	<i>Capital Outlay Totals</i>	<u>\$978,180.00</u>	<u>\$978,180.00</u>	<u>\$978,180.00</u>
	Division 00 - Non-Division Totals	<u>\$1,033,180.00</u>	<u>\$1,033,180.00</u>	<u>\$1,033,180.00</u>
	Department 00 - Non-Departmental Totals	<u>\$1,033,180.00</u>	<u>\$1,033,180.00</u>	<u>\$1,033,180.00</u>
	EXPENSE TOTALS	<u>\$1,033,180.00</u>	<u>\$1,033,180.00</u>	<u>\$1,033,180.00</u>
	Fund 202 - Motor Fuel Totals	<u>\$1,149,113.00</u>	<u>\$1,149,113.00</u>	<u>\$1,149,113.00</u>
	REVENUE TOTALS	<u>\$1,149,113.00</u>	<u>\$1,149,113.00</u>	<u>\$1,149,113.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
EXPENSE TOTALS		\$1,033,180.00	\$1,033,180.00	\$1,033,180.00
Fund	202 - Motor Fuel Totals	\$115,933.00	\$115,933.00	\$115,933.00
Fund	304 - SSA 1			
	REVENUE			
Department	00 - Non-Departmental			
Division	00 - Non-Division			
	Property Taxes			
40.40	PT SSA's	2,000.00	2,000.00	2,000.00
	<i>Property Taxes Totals</i>	\$2,000.00	\$2,000.00	\$2,000.00
	Investment Income			
46.04	II Interest Income	300.00	300.00	300.00
	<i>Investment Income Totals</i>	\$300.00	\$300.00	\$300.00
	Division 00 - Non-Division Totals	\$2,300.00	\$2,300.00	\$2,300.00
	Department 00 - Non-Departmental Totals	\$2,300.00	\$2,300.00	\$2,300.00
	REVENUE TOTALS	\$2,300.00	\$2,300.00	\$2,300.00
	EXPENSE			
Department	00 - Non-Departmental			
Division	00 - Non-Division			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	530.00	530.00	530.00
	<i>Personal Services Totals</i>	\$530.00	\$530.00	\$530.00
	Contractual Services			
61.04	Maintenance Grounds	3,380.00	3,380.00	3,380.00
63.24	CS Equipment Services Reimbursement	100.00	100.00	100.00
	<i>Contractual Services Totals</i>	\$3,480.00	\$3,480.00	\$3,480.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	304 - SSA 1			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Commodities			
72.04	Operating Supplies Operating Supplies	30.00	30.00	30.00
	<i>Commodities Totals</i>	\$30.00	\$30.00	\$30.00
	Division 00 - Non-Division Totals	\$4,040.00	\$4,040.00	\$4,040.00
	Department 00 - Non-Departmental Totals	\$4,040.00	\$4,040.00	\$4,040.00
	EXPENSE TOTALS	\$4,040.00	\$4,040.00	\$4,040.00
	Fund 304 - SSA 1 Totals			
	REVENUE TOTALS	\$2,300.00	\$2,300.00	\$2,300.00
	EXPENSE TOTALS	\$4,040.00	\$4,040.00	\$4,040.00
	Fund 304 - SSA 1 Totals	(\$1,740.00)	(\$1,740.00)	(\$1,740.00)
Fund	308 - SSA 2			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSA's	127,320.00	127,320.00	127,320.00
	<i>Property Taxes Totals</i>	\$127,320.00	\$127,320.00	\$127,320.00
	Investment Income			
46.04	II Interest Income	5,000.00	5,000.00	5,000.00
	<i>Investment Income Totals</i>	\$5,000.00	\$5,000.00	\$5,000.00
	Division 00 - Non-Division Totals	\$132,320.00	\$132,320.00	\$132,320.00
	Department 00 - Non-Departmental Totals	\$132,320.00	\$132,320.00	\$132,320.00
	REVENUE TOTALS	\$132,320.00	\$132,320.00	\$132,320.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 308 - SSA 2				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	18,820.00	18,820.00	18,820.00
	<i>Personal Services Totals</i>	\$18,820.00	\$18,820.00	\$18,820.00
	Contractual Services			
60.24	Professional Other Professional	200.00	200.00	200.00
61.04	Maintenance Grounds	85,614.00	85,614.00	85,614.00
63.24	CS Equipment Services Reimbursement	5,400.00	5,400.00	5,400.00
	<i>Contractual Services Totals</i>	\$91,214.00	\$91,214.00	\$91,214.00
	Commodities			
70.04	Supplies & Parts Grounds	2,800.00	2,800.00	2,800.00
70.12	Supplies & Parts Infrastructure	500.00	500.00	500.00
70.16	Supplies & Parts Equipment	1,500.00	1,500.00	1,500.00
72.04	Operating Supplies Operating Supplies	7,750.00	7,750.00	7,750.00
	<i>Commodities Totals</i>	\$12,550.00	\$12,550.00	\$12,550.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 308 - SSA 2				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Capital Outlay			
80.12	Capital Improvements	76,500.00	76,500.00	76,500.00
	<i>Capital Outlay Totals</i>	<u>\$76,500.00</u>	<u>\$76,500.00</u>	<u>\$76,500.00</u>
	Division 00 - Non-Division Totals	<u>\$199,084.00</u>	<u>\$199,084.00</u>	<u>\$199,084.00</u>
	Department 00 - Non-Departmental Totals	<u>\$199,084.00</u>	<u>\$199,084.00</u>	<u>\$199,084.00</u>
	EXPENSE TOTALS	<u>\$199,084.00</u>	<u>\$199,084.00</u>	<u>\$199,084.00</u>
	Fund 308 - SSA 2 Totals			
	REVENUE TOTALS	<u>\$132,320.00</u>	<u>\$132,320.00</u>	<u>\$132,320.00</u>
	EXPENSE TOTALS	<u>\$199,084.00</u>	<u>\$199,084.00</u>	<u>\$199,084.00</u>
	Fund 308 - SSA 2 Totals	<u>(\$66,764.00)</u>	<u>(\$66,764.00)</u>	<u>(\$66,764.00)</u>
Fund 312 - SSA 3				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSA's	92,560.00	92,560.00	92,560.00
	<i>Property Taxes Totals</i>	<u>\$92,560.00</u>	<u>\$92,560.00</u>	<u>\$92,560.00</u>
	Investment Income			
46.04	II Interest Income	4,000.00	4,000.00	4,000.00
	<i>Investment Income Totals</i>	<u>\$4,000.00</u>	<u>\$4,000.00</u>	<u>\$4,000.00</u>
	Division 00 - Non-Division Totals	<u>\$96,560.00</u>	<u>\$96,560.00</u>	<u>\$96,560.00</u>
	Department 00 - Non-Departmental Totals	<u>\$96,560.00</u>	<u>\$96,560.00</u>	<u>\$96,560.00</u>
	REVENUE TOTALS	<u>\$96,560.00</u>	<u>\$96,560.00</u>	<u>\$96,560.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	312 - SSA 3			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Personal Services</i>			
50.08	Salaries & Wages Personnel Services Reimbursement	14,390.00	14,390.00	14,390.00
	<i>Personal Services Totals</i>	\$14,390.00	\$14,390.00	\$14,390.00
	<i>Contractual Services</i>			
61.04	Maintenance Grounds	53,890.00	53,890.00	53,890.00
63.24	CS Equipment Services Reimbursement	5,280.00	5,280.00	5,280.00
	<i>Contractual Services Totals</i>	\$59,170.00	\$59,170.00	\$59,170.00
	<i>Commodities</i>			
70.04	Supplies & Parts Grounds	2,250.00	2,250.00	2,250.00
70.16	Supplies & Parts Equipment	250.00	250.00	250.00
72.04	Operating Supplies Operating Supplies	750.00	750.00	750.00
	<i>Commodities Totals</i>	\$3,250.00	\$3,250.00	\$3,250.00
	<i>Capital Outlay</i>			
80.12	Capital Improvements	95,600.00	95,600.00	95,600.00
	<i>Capital Outlay Totals</i>	\$95,600.00	\$95,600.00	\$95,600.00
	Division 00 - Non-Division Totals	\$172,410.00	\$172,410.00	\$172,410.00
	Department 00 - Non-Departmental Totals	\$172,410.00	\$172,410.00	\$172,410.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 312 - SSA 3				
	EXPENSE TOTALS	\$172,410.00	\$172,410.00	\$172,410.00
Fund 312 - SSA 3 Totals	REVENUE TOTALS	\$96,560.00	\$96,560.00	\$96,560.00
	EXPENSE TOTALS	\$172,410.00	\$172,410.00	\$172,410.00
Fund 312 - SSA 3 Totals		(\$75,850.00)	(\$75,850.00)	(\$75,850.00)
Fund 316 - SSA 4A				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSA's	52,500.00	52,500.00	52,500.00
	<i>Property Taxes Totals</i>	\$52,500.00	\$52,500.00	\$52,500.00
	Investment Income			
46.04	II Interest Income	700.00	700.00	700.00
	<i>Investment Income Totals</i>	\$700.00	\$700.00	\$700.00
	Division 00 - Non-Division Totals	\$53,200.00	\$53,200.00	\$53,200.00
	Department 00 - Non-Departmental Totals	\$53,200.00	\$53,200.00	\$53,200.00
	REVENUE TOTALS	\$53,200.00	\$53,200.00	\$53,200.00
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	26,950.00	26,950.00	26,950.00
	<i>Personal Services Totals</i>	\$26,950.00	\$26,950.00	\$26,950.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 316 - SSA 4A				
EXPENSE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
<i>Contractual Services</i>				
61.04	Maintenance Grounds	15,450.00	15,450.00	15,450.00
63.24	CS Equipment Services Reimbursement	20,070.00	20,070.00	20,070.00
<i>Contractual Services Totals</i>		\$35,520.00	\$35,520.00	\$35,520.00
<i>Commodities</i>				
70.04	Supplies & Parts Grounds	6,600.00	6,600.00	6,600.00
70.16	Supplies & Parts Equipment	250.00	250.00	250.00
72.04	Operating Supplies Operating Supplies	1,100.00	1,100.00	1,100.00
<i>Commodities Totals</i>		\$7,950.00	\$7,950.00	\$7,950.00
Division 00 - Non-Division Totals		\$70,420.00	\$70,420.00	\$70,420.00
Department 00 - Non-Departmental Totals		\$70,420.00	\$70,420.00	\$70,420.00
EXPENSE TOTALS		\$70,420.00	\$70,420.00	\$70,420.00
Fund 316 - SSA 4A Totals				
REVENUE TOTALS		\$53,200.00	\$53,200.00	\$53,200.00
EXPENSE TOTALS		\$70,420.00	\$70,420.00	\$70,420.00
Fund 316 - SSA 4A Totals		(\$17,220.00)	(\$17,220.00)	(\$17,220.00)

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 320 - SSA 4B				
REVENUE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
<i>Property Taxes</i>				
40.40	PT SSA's	5,200.00	5,200.00	5,200.00
<i>Property Taxes Totals</i>		<hr/> \$5,200.00	<hr/> \$5,200.00	<hr/> \$5,200.00
<i>Investment Income</i>				
46.04	II Interest Income	100.00	100.00	100.00
<i>Investment Income Totals</i>		<hr/> \$100.00	<hr/> \$100.00	<hr/> \$100.00
Division 00 - Non-Division Totals		<hr/> \$5,300.00	<hr/> \$5,300.00	<hr/> \$5,300.00
Department 00 - Non-Departmental Totals		<hr/> \$5,300.00	<hr/> \$5,300.00	<hr/> \$5,300.00
REVENUE TOTALS		<hr/> \$5,300.00	<hr/> \$5,300.00	<hr/> \$5,300.00
EXPENSE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
<i>Personal Services</i>				
50.08	Salaries & Wages Personnel Services Reimbursement	370.00	370.00	370.00
<i>Personal Services Totals</i>		<hr/> \$370.00	<hr/> \$370.00	<hr/> \$370.00
<i>Contractual Services</i>				
61.04	Maintenance Grounds	1,613.00	1,613.00	1,613.00
63.24	CS Equipment Services Reimbursement	90.00	90.00	90.00
<i>Contractual Services Totals</i>		<hr/> \$1,703.00	<hr/> \$1,703.00	<hr/> \$1,703.00
Division 00 - Non-Division Totals		<hr/> \$2,073.00	<hr/> \$2,073.00	<hr/> \$2,073.00
Department 00 - Non-Departmental Totals		<hr/> \$2,073.00	<hr/> \$2,073.00	<hr/> \$2,073.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 320 - SSA 4B				
	EXPENSE TOTALS	\$2,073.00	\$2,073.00	\$2,073.00
Fund 320 - SSA 4B Totals				
	REVENUE TOTALS	\$5,300.00	\$5,300.00	\$5,300.00
	EXPENSE TOTALS	\$2,073.00	\$2,073.00	\$2,073.00
Fund 320 - SSA 4B Totals		\$3,227.00	\$3,227.00	\$3,227.00
Fund 324 - SSA 5				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSA's	117,800.00	117,800.00	117,800.00
	<i>Property Taxes Totals</i>	\$117,800.00	\$117,800.00	\$117,800.00
	Investment Income			
46.04	II Interest Income	4,000.00	4,000.00	4,000.00
	<i>Investment Income Totals</i>	\$4,000.00	\$4,000.00	\$4,000.00
	Division 00 - Non-Division Totals	\$121,800.00	\$121,800.00	\$121,800.00
	Department 00 - Non-Departmental Totals	\$121,800.00	\$121,800.00	\$121,800.00
	REVENUE TOTALS	\$121,800.00	\$121,800.00	\$121,800.00
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	10,800.00	10,800.00	10,800.00
	<i>Personal Services Totals</i>	\$10,800.00	\$10,800.00	\$10,800.00
	Contractual Services			
61.04	Maintenance Grounds	48,260.00	48,260.00	48,260.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 324 - SSA 5				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Contractual Services			
61.16	Maintenance Equipment	1,000.00	1,000.00	1,000.00
62.04	Utilities Electrical	1,500.00	1,500.00	1,500.00
63.24	CS Equipment Services Reimbursement	7,840.00	7,840.00	7,840.00
	<i>Contractual Services Totals</i>	\$58,600.00	\$58,600.00	\$58,600.00
	Commodities			
70.04	Supplies & Parts Grounds	9,000.00	9,000.00	9,000.00
70.12	Supplies & Parts Infrastructure	300.00	300.00	300.00
70.16	Supplies & Parts Equipment	1,000.00	1,000.00	1,000.00
72.04	Operating Supplies Operating Supplies	500.00	500.00	500.00
	<i>Commodities Totals</i>	\$10,800.00	\$10,800.00	\$10,800.00
	Division 00 - Non-Division Totals	\$80,200.00	\$80,200.00	\$80,200.00
	Department 00 - Non-Departmental Totals	\$80,200.00	\$80,200.00	\$80,200.00
	EXPENSE TOTALS	\$80,200.00	\$80,200.00	\$80,200.00
	Fund 324 - SSA 5 Totals			
	REVENUE TOTALS	\$121,800.00	\$121,800.00	\$121,800.00
	EXPENSE TOTALS	\$80,200.00	\$80,200.00	\$80,200.00
	Fund 324 - SSA 5 Totals	\$41,600.00	\$41,600.00	\$41,600.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 328 - SSA 6				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSA's	33,400.00	33,400.00	33,400.00
	<i>Property Taxes Totals</i>	<u>\$33,400.00</u>	<u>\$33,400.00</u>	<u>\$33,400.00</u>
	Investment Income			
46.04	II Interest Income	1,300.00	1,300.00	1,300.00
	<i>Investment Income Totals</i>	<u>\$1,300.00</u>	<u>\$1,300.00</u>	<u>\$1,300.00</u>
	Division 00 - Non-Division Totals	<u>\$34,700.00</u>	<u>\$34,700.00</u>	<u>\$34,700.00</u>
	Department 00 - Non-Departmental Totals	<u>\$34,700.00</u>	<u>\$34,700.00</u>	<u>\$34,700.00</u>
	REVENUE TOTALS	<u>\$34,700.00</u>	<u>\$34,700.00</u>	<u>\$34,700.00</u>
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	4,950.00	4,950.00	4,950.00
	<i>Personal Services Totals</i>	<u>\$4,950.00</u>	<u>\$4,950.00</u>	<u>\$4,950.00</u>
	Contractual Services			
61.04	Maintenance Grounds	15,660.00	15,660.00	15,660.00
63.24	CS Equipment Services Reimbursement	3,880.00	3,880.00	3,880.00
	<i>Contractual Services Totals</i>	<u>\$19,540.00</u>	<u>\$19,540.00</u>	<u>\$19,540.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 328 - SSA 6				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Commodities			
70.04	Supplies & Parts Grounds	4,400.00	4,400.00	4,400.00
70.12	Supplies & Parts Infrastructure	100.00	100.00	100.00
70.16	Supplies & Parts Equipment	100.00	100.00	100.00
72.04	Operating Supplies Operating Supplies	30.00	30.00	30.00
	<i>Commodities Totals</i>	\$4,630.00	\$4,630.00	\$4,630.00
	Capital Outlay			
80.12	Capital Improvements	14,000.00	14,000.00	14,000.00
	<i>Capital Outlay Totals</i>	\$14,000.00	\$14,000.00	\$14,000.00
	Division 00 - Non-Division Totals	\$43,120.00	\$43,120.00	\$43,120.00
	Department 00 - Non-Departmental Totals	\$43,120.00	\$43,120.00	\$43,120.00
	EXPENSE TOTALS	\$43,120.00	\$43,120.00	\$43,120.00
	Fund 328 - SSA 6 Totals			
	REVENUE TOTALS	\$34,700.00	\$34,700.00	\$34,700.00
	EXPENSE TOTALS	\$43,120.00	\$43,120.00	\$43,120.00
	Fund 328 - SSA 6 Totals	(\$8,420.00)	(\$8,420.00)	(\$8,420.00)

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 332 - SSA 7				
REVENUE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
Property Taxes				
40.40	PT SSA's	2,000.00	2,000.00	2,000.00
<i>Property Taxes Totals</i>		<u>\$2,000.00</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>
Investment Income				
46.04	II Interest Income	100.00	100.00	100.00
<i>Investment Income Totals</i>		<u>\$100.00</u>	<u>\$100.00</u>	<u>\$100.00</u>
Division 00 - Non-Division Totals		<u>\$2,100.00</u>	<u>\$2,100.00</u>	<u>\$2,100.00</u>
Department 00 - Non-Departmental Totals		<u>\$2,100.00</u>	<u>\$2,100.00</u>	<u>\$2,100.00</u>
REVENUE TOTALS		<u>\$2,100.00</u>	<u>\$2,100.00</u>	<u>\$2,100.00</u>
EXPENSE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
Personal Services				
50.08	Salaries & Wages Personnel Services Reimbursement	3,700.00	3,700.00	3,700.00
<i>Personal Services Totals</i>		<u>\$3,700.00</u>	<u>\$3,700.00</u>	<u>\$3,700.00</u>
Contractual Services				
63.24	CS Equipment Services Reimbursement	3,900.00	3,900.00	3,900.00
<i>Contractual Services Totals</i>		<u>\$3,900.00</u>	<u>\$3,900.00</u>	<u>\$3,900.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	332 - SSA 7			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Commodities			
70.04	Supplies & Parts Grounds	400.00	400.00	400.00
	<i>Commodities Totals</i>	\$400.00	\$400.00	\$400.00
	Division 00 - Non-Division Totals	\$8,000.00	\$8,000.00	\$8,000.00
	Department 00 - Non-Departmental Totals	\$8,000.00	\$8,000.00	\$8,000.00
	EXPENSE TOTALS	\$8,000.00	\$8,000.00	\$8,000.00
	Fund 332 - SSA 7 Totals			
	REVENUE TOTALS	\$2,100.00	\$2,100.00	\$2,100.00
	EXPENSE TOTALS	\$8,000.00	\$8,000.00	\$8,000.00
	Fund 332 - SSA 7 Totals	(\$5,900.00)	(\$5,900.00)	(\$5,900.00)
Fund	336 - SSA 8B			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSA's	1,300.00	1,300.00	1,300.00
	<i>Property Taxes Totals</i>	\$1,300.00	\$1,300.00	\$1,300.00
	Investment Income			
46.04	II Interest Income	25.00	25.00	25.00
	<i>Investment Income Totals</i>	\$25.00	\$25.00	\$25.00
	Division 00 - Non-Division Totals	\$1,325.00	\$1,325.00	\$1,325.00
	Department 00 - Non-Departmental Totals	\$1,325.00	\$1,325.00	\$1,325.00
	REVENUE TOTALS	\$1,325.00	\$1,325.00	\$1,325.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 336 - SSA 8B				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	350.00	350.00	350.00
	<i>Personal Services Totals</i>	\$350.00	\$350.00	\$350.00
	Contractual Services			
63.24	CS Equipment Services Reimbursement	270.00	270.00	270.00
	<i>Contractual Services Totals</i>	\$270.00	\$270.00	\$270.00
	Commodities			
70.04	Supplies & Parts Grounds	400.00	400.00	400.00
	<i>Commodities Totals</i>	\$400.00	\$400.00	\$400.00
	Division 00 - Non-Division Totals	\$1,020.00	\$1,020.00	\$1,020.00
	Department 00 - Non-Departmental Totals	\$1,020.00	\$1,020.00	\$1,020.00
	EXPENSE TOTALS	\$1,020.00	\$1,020.00	\$1,020.00
	Fund 336 - SSA 8B Totals			
	REVENUE TOTALS	\$1,325.00	\$1,325.00	\$1,325.00
	EXPENSE TOTALS	\$1,020.00	\$1,020.00	\$1,020.00
	Fund 336 - SSA 8B Totals	\$305.00	\$305.00	\$305.00
Fund 340 - SSA 8C				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSA's	700.00	700.00	700.00
	<i>Property Taxes Totals</i>	\$700.00	\$700.00	\$700.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 340 - SSA 8C				
REVENUE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
Investment Income				
46.04	II Interest Income	50.00	50.00	50.00
	<i>Investment Income Totals</i>	\$50.00	\$50.00	\$50.00
	Division 00 - Non-Division Totals	\$750.00	\$750.00	\$750.00
	Department 00 - Non-Departmental Totals	\$750.00	\$750.00	\$750.00
	REVENUE TOTALS	\$750.00	\$750.00	\$750.00
EXPENSE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
Personal Services				
50.08	Salaries & Wages Personnel Services Reimbursement	350.00	350.00	350.00
	<i>Personal Services Totals</i>	\$350.00	\$350.00	\$350.00
Contractual Services				
63.24	CS Equipment Services Reimbursement	270.00	270.00	270.00
	<i>Contractual Services Totals</i>	\$270.00	\$270.00	\$270.00
Commodities				
70.04	Supplies & Parts Grounds	400.00	400.00	400.00
	<i>Commodities Totals</i>	\$400.00	\$400.00	\$400.00
	Division 00 - Non-Division Totals	\$1,020.00	\$1,020.00	\$1,020.00
	Department 00 - Non-Departmental Totals	\$1,020.00	\$1,020.00	\$1,020.00
	EXPENSE TOTALS	\$1,020.00	\$1,020.00	\$1,020.00
	Fund 340 - SSA 8C Totals	\$750.00	\$750.00	\$750.00
	REVENUE TOTALS	\$750.00	\$750.00	\$750.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
EXPENSE TOTALS		\$1,020.00	\$1,020.00	\$1,020.00
Fund	340 - SSA 8C Totals	(\$270.00)	(\$270.00)	(\$270.00)
Fund	352 - SSA 15			
REVENUE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
Property Taxes				
40.40	PT SSA's	20,500.00	20,500.00	20,500.00
<i>Property Taxes Totals</i>		\$20,500.00	\$20,500.00	\$20,500.00
Investment Income				
46.04	II Interest Income	300.00	300.00	300.00
<i>Investment Income Totals</i>		\$300.00	\$300.00	\$300.00
Division 00 - Non-Division Totals		\$20,800.00	\$20,800.00	\$20,800.00
Department 00 - Non-Departmental Totals		\$20,800.00	\$20,800.00	\$20,800.00
REVENUE TOTALS		\$20,800.00	\$20,800.00	\$20,800.00
EXPENSE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
Personal Services				
50.08	Salaries & Wages Personnel Services Reimbursement	1,330.00	1,330.00	1,330.00
<i>Personal Services Totals</i>		\$1,330.00	\$1,330.00	\$1,330.00
Contractual Services				
61.04	Maintenance Grounds	6,780.00	6,780.00	6,780.00
63.24	CS Equipment Services Reimbursement	900.00	900.00	900.00
<i>Contractual Services Totals</i>		\$7,680.00	\$7,680.00	\$7,680.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	352 - SSA 15			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Commodities			
70.04	Supplies & Parts Grounds	600.00	600.00	600.00
70.16	Supplies & Parts Equipment	400.00	400.00	400.00
	<i>Commodities Totals</i>	\$1,000.00	\$1,000.00	\$1,000.00
	Division 00 - Non-Division Totals	\$10,010.00	\$10,010.00	\$10,010.00
	Department 00 - Non-Departmental Totals	\$10,010.00	\$10,010.00	\$10,010.00
	EXPENSE TOTALS	\$10,010.00	\$10,010.00	\$10,010.00
	Fund 352 - SSA 15 Totals			
	REVENUE TOTALS	\$20,800.00	\$20,800.00	\$20,800.00
	EXPENSE TOTALS	\$10,010.00	\$10,010.00	\$10,010.00
	Fund 352 - SSA 15 Totals	\$10,790.00	\$10,790.00	\$10,790.00
Fund	356 - SSA 24			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Investment Income			
46.04	II Interest Income	125.00	125.00	125.00
	<i>Investment Income Totals</i>	\$125.00	\$125.00	\$125.00
	Miscellaneous			
47.08	MR Contributions	4,880.00	4,880.00	4,880.00
	<i>Miscellaneous Totals</i>	\$4,880.00	\$4,880.00	\$4,880.00
	Division 00 - Non-Division Totals	\$5,005.00	\$5,005.00	\$5,005.00
	Department 00 - Non-Departmental Totals	\$5,005.00	\$5,005.00	\$5,005.00
	REVENUE TOTALS	\$5,005.00	\$5,005.00	\$5,005.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 356 - SSA 24				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	3,000.00	3,000.00	3,000.00
	<i>Personal Services Totals</i>	\$3,000.00	\$3,000.00	\$3,000.00
	Contractual Services			
63.24	CS Equipment Services Reimbursement	1,000.00	1,000.00	1,000.00
	<i>Contractual Services Totals</i>	\$1,000.00	\$1,000.00	\$1,000.00
	Commodities			
72.04	Operating Supplies Operating Supplies	30.00	30.00	30.00
	<i>Commodities Totals</i>	\$30.00	\$30.00	\$30.00
	Division 00 - Non-Division Totals	\$4,030.00	\$4,030.00	\$4,030.00
	Department 00 - Non-Departmental Totals	\$4,030.00	\$4,030.00	\$4,030.00
	EXPENSE TOTALS	\$4,030.00	\$4,030.00	\$4,030.00
	Fund 356 - SSA 24 Totals			
	REVENUE TOTALS	\$5,005.00	\$5,005.00	\$5,005.00
	EXPENSE TOTALS	\$4,030.00	\$4,030.00	\$4,030.00
	Fund 356 - SSA 24 Totals	\$975.00	\$975.00	\$975.00
Fund 410 - Lakes Projects				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Intergovernmental			
43.16	IG Grants	1,050,861.00	1,050,861.00	1,050,861.00
	<i>Intergovernmental Totals</i>	\$1,050,861.00	\$1,050,861.00	\$1,050,861.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 410 - Lakes Projects				
REVENUE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
Investment Income				
46.04	II Interest Income	12,000.00	12,000.00	12,000.00
	<i>Investment Income Totals</i>	\$12,000.00	\$12,000.00	\$12,000.00
	Division 00 - Non-Division Totals	\$1,062,861.00	\$1,062,861.00	\$1,062,861.00
	Department 00 - Non-Departmental Totals	\$1,062,861.00	\$1,062,861.00	\$1,062,861.00
	REVENUE TOTALS	\$1,062,861.00	\$1,062,861.00	\$1,062,861.00
EXPENSE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
Contractual Services				
60.08	Professional Engineering	204,827.00	204,827.00	204,827.00
	<i>Contractual Services Totals</i>	\$204,827.00	\$204,827.00	\$204,827.00
Capital Outlay				
80.12	Capital Improvements	1,254,628.00	1,254,628.00	1,254,628.00
	<i>Capital Outlay Totals</i>	\$1,254,628.00	\$1,254,628.00	\$1,254,628.00
	Division 00 - Non-Division Totals	\$1,459,455.00	\$1,459,455.00	\$1,459,455.00
	Department 00 - Non-Departmental Totals	\$1,459,455.00	\$1,459,455.00	\$1,459,455.00
	EXPENSE TOTALS	\$1,459,455.00	\$1,459,455.00	\$1,459,455.00
Fund 410 - Lakes Projects	Totals			
	REVENUE TOTALS	\$1,062,861.00	\$1,062,861.00	\$1,062,861.00
	EXPENSE TOTALS	\$1,459,455.00	\$1,459,455.00	\$1,459,455.00
Fund 410 - Lakes Projects	Totals	(\$396,594.00)	(\$396,594.00)	(\$396,594.00)

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	490 - CIP			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Sales & Other Taxes</i>			
41.16	ST Utility Tax	1,350,000.00	1,350,000.00	1,350,000.00
	<i>Sales & Other Taxes Totals</i>	<u>\$1,350,000.00</u>	<u>\$1,350,000.00</u>	<u>\$1,350,000.00</u>
	<i>Intergovernmental</i>			
43.16	IG Grants	187,600.00	187,600.00	187,600.00
	<i>Intergovernmental Totals</i>	<u>\$187,600.00</u>	<u>\$187,600.00</u>	<u>\$187,600.00</u>
	<i>Miscellaneous</i>			
47.08	MR Contributions	10,000.00	10,000.00	10,000.00
47.12	MR Sale of Surplus Property	79,000.00	79,000.00	79,000.00
	<i>Miscellaneous Totals</i>	<u>\$89,000.00</u>	<u>\$89,000.00</u>	<u>\$89,000.00</u>
	<i>Interfund Transfers</i>			
49.04	Transfers Transfers In	186,831.00	186,831.00	186,831.00
	<i>Interfund Transfers Totals</i>	<u>\$186,831.00</u>	<u>\$186,831.00</u>	<u>\$186,831.00</u>
	Division 00 - Non-Division Totals	<u>\$1,813,431.00</u>	<u>\$1,813,431.00</u>	<u>\$1,813,431.00</u>
	Department 00 - Non-Departmental Totals	<u>\$1,813,431.00</u>	<u>\$1,813,431.00</u>	<u>\$1,813,431.00</u>
	REVENUE TOTALS	<u>\$1,813,431.00</u>	<u>\$1,813,431.00</u>	<u>\$1,813,431.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	490 - CIP			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Contractual Services</i>			
60.08	Professional Engineering	71,000.00	71,000.00	71,000.00
	<i>Contractual Services Totals</i>	\$71,000.00	\$71,000.00	\$71,000.00
	<i>Capital Outlay</i>			
80.08	Capital Buildings & Structures	1,152,920.00	1,152,920.00	1,152,920.00
80.32	Capital Equipment	187,810.00	187,810.00	187,810.00
80.44	Capital Vehicles	577,850.00	577,850.00	577,850.00
80.48	Capital Information Systems - Hardware	170,000.00	170,000.00	170,000.00
80.52	Capital Information Systems - Software	25,996.00	25,996.00	25,996.00
	<i>Capital Outlay Totals</i>	\$2,114,576.00	\$2,114,576.00	\$2,114,576.00
	Division 00 - Non-Division Totals	\$2,185,576.00	\$2,185,576.00	\$2,185,576.00
	Department 00 - Non-Departmental Totals	\$2,185,576.00	\$2,185,576.00	\$2,185,576.00
	EXPENSE TOTALS	\$2,185,576.00	\$2,185,576.00	\$2,185,576.00
	Fund 490 - CIP Totals			
	REVENUE TOTALS	\$1,813,431.00	\$1,813,431.00	\$1,813,431.00
	EXPENSE TOTALS	\$2,185,576.00	\$2,185,576.00	\$2,185,576.00
	Fund 490 - CIP Totals	(\$372,145.00)	(\$372,145.00)	(\$372,145.00)

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 520 - Water O & M				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSA's	75,350.00	75,350.00	75,350.00
	<i>Property Taxes Totals</i>	<hr/> \$75,350.00	<hr/> \$75,350.00	<hr/> \$75,350.00
	Licenses and Permits			
42.16	LP Miscellaneous Licenses	600.00	600.00	600.00
	<i>Licenses and Permits Totals</i>	<hr/> \$600.00	<hr/> \$600.00	<hr/> \$600.00
	Charges for Services			
44.08	CS Impact Fees	433,190.00	433,190.00	433,190.00
44.38	CS Water Sales Revenue	3,492,450.00	3,492,450.00	3,492,450.00
44.40	CS Water Meter Fees	10,008.00	10,008.00	10,008.00
	<i>Charges for Services Totals</i>	<hr/> \$3,935,648.00	<hr/> \$3,935,648.00	<hr/> \$3,935,648.00
	Investment Income			
46.04	II Interest Income	70,000.00	70,000.00	70,000.00
	<i>Investment Income Totals</i>	<hr/> \$70,000.00	<hr/> \$70,000.00	<hr/> \$70,000.00
	Miscellaneous			
47.04	MR Misc Revenue	52,000.00	52,000.00	52,000.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	520 - Water O & M			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Miscellaneous			
47.12	MR Sale of Surplus Property	12,000.00	12,000.00	12,000.00
47.20	MR Insurance/ Restitutions	1,000.00	1,000.00	1,000.00
47.28	MR Penalties & Interest	130,000.00	130,000.00	130,000.00
	<i>Miscellaneous Totals</i>	<u>\$195,000.00</u>	<u>\$195,000.00</u>	<u>\$195,000.00</u>
	Division 00 - Non-Division Totals	<u>\$4,276,598.00</u>	<u>\$4,276,598.00</u>	<u>\$4,276,598.00</u>
	Department 00 - Non-Departmental Totals	<u>\$4,276,598.00</u>	<u>\$4,276,598.00</u>	<u>\$4,276,598.00</u>
	REVENUE TOTALS	<u>\$4,276,598.00</u>	<u>\$4,276,598.00</u>	<u>\$4,276,598.00</u>
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
50.04	Salaries & Wages Full Time	1,124,629.00	1,124,629.00	1,124,629.00
50.08	Salaries & Wages Personnel Services Reimbursement	8,721.00	8,721.00	8,721.00
50.12	Salaries & Wages Part Time	6,777.00	6,777.00	6,777.00
50.20	Salaries & Wages Over Time	53,703.00	53,703.00	53,703.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 520 - Water O & M				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Personal Services</i>			
51.04	Taxes & Benefits FICA	92,856.00	92,856.00	92,856.00
51.08	Taxes & Benefits IMRF	116,988.00	116,988.00	116,988.00
51.20	Taxes & Benefits Health & Life Insurance	236,000.00	236,000.00	236,000.00
51.28	Taxes & Benefits Other Employee Benefits	28,698.00	28,698.00	28,698.00
	<i>Personal Services Totals</i>	\$1,668,372.00	\$1,668,372.00	\$1,668,372.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	7,518.00	7,518.00	7,518.00
52.08	Prof Devel Dues	2,552.00	2,552.00	2,552.00
52.16	Prof Devel Travel	4,749.00	4,749.00	4,749.00
	<i>Professional Development Totals</i>	\$14,819.00	\$14,819.00	\$14,819.00
	<i>Contractual Services</i>			
60.04	Professional Accounting	9,624.00	9,624.00	9,624.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 520 - Water O & M				
EXPENSE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
<i>Contractual Services</i>				
60.08	Professional Engineering	65,000.00	65,000.00	65,000.00
60.12	Professional Legal	1,500.00	1,500.00	1,500.00
60.16	Professional Medical	1,356.00	1,356.00	1,356.00
60.22	Professional Lab Testing Services	8,705.00	8,705.00	8,705.00
60.24	Professional Other Professional	22,227.00	22,227.00	22,227.00
61.04	Maintenance Grounds	15,882.00	15,882.00	15,882.00
61.08	Maintenance Buildings	18,255.00	18,255.00	18,255.00
61.12	Maintenance Infrastructure	54,000.00	54,000.00	54,000.00
61.16	Maintenance Equipment	20,992.00	20,992.00	20,992.00
61.24	Maintenance Computers	38,698.00	38,698.00	38,698.00
61.28	Maintenance Vehicles	3,420.00	3,420.00	3,420.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	520 - Water O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Contractual Services</i>			
61.32	Maintenance Janitorial	5,185.00	5,185.00	5,185.00
62.04	Utilities Electrical	222,720.00	222,720.00	222,720.00
62.08	Utilities Natural Gas	19,058.00	19,058.00	19,058.00
62.12	Utilities Sewer	46,222.00	46,222.00	46,222.00
62.20	Utilities Telephone	29,700.00	29,700.00	29,700.00
63.04	CS Postage	21,300.00	21,300.00	21,300.00
63.08	CS Publishing & Advertising	400.00	400.00	400.00
63.12	CS Printing & Copying	204.00	204.00	204.00
63.16	CS Rentals	2,307.00	2,307.00	2,307.00
63.24	CS Equipment Services Reimbursement	(6,787.00)	(6,787.00)	(6,787.00)
63.28	CS JULIE System Costs	2,547.00	2,547.00	2,547.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	520 - Water O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Contractual Services</i>			
64.08	Insurance Workers Comp - Premium	48,500.00	48,500.00	48,500.00
64.24	Insurance General Liability	40,000.00	40,000.00	40,000.00
	<i>Contractual Services Totals</i>	<hr/>	<hr/>	<hr/>
		\$691,015.00	\$691,015.00	\$691,015.00
	<i>Commodities</i>			
70.04	Supplies & Parts Grounds	3,500.00	3,500.00	3,500.00
70.08	Supplies & Parts Buildings	5,800.00	5,800.00	5,800.00
70.12	Supplies & Parts Infrastructure	39,130.00	39,130.00	39,130.00
70.14	Supplies & Parts Meters	36,680.00	36,680.00	36,680.00
70.16	Supplies & Parts Equipment	14,995.00	14,995.00	14,995.00
70.20	Supplies & Parts Information Systems	1,200.00	1,200.00	1,200.00
70.28	Supplies & Parts Vehicles	9,500.00	9,500.00	9,500.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	520 - Water O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Commodities			
71.04	Office Supplies Office Supplies	816.00	816.00	816.00
72.04	Operating Supplies Operating Supplies	24,245.00	24,245.00	24,245.00
72.08	Operating Supplies Ice & Snow Controls	1,050.00	1,050.00	1,050.00
72.10	Operating Supplies Water System Chemicals	162,378.00	162,378.00	162,378.00
72.12	Operating Supplies Fuel & Petroleum Supplies	29,026.00	29,026.00	29,026.00
72.16	Operating Supplies Uniforms & Protective Clothing	6,501.00	6,501.00	6,501.00
	<i>Commodities Totals</i>	\$334,821.00	\$334,821.00	\$334,821.00
	Capital Outlay			
80.20	Capital Wells & Storage	461,500.00	461,500.00	461,500.00
80.28	Capital Main Replacement	1,708,454.00	1,708,454.00	1,708,454.00
80.32	Capital Equipment	116,600.00	116,600.00	116,600.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 520 - Water O & M				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Capital Outlay			
80.44	Capital Vehicles	80,000.00	80,000.00	80,000.00
	<i>Capital Outlay Totals</i>	<u>\$2,366,554.00</u>	<u>\$2,366,554.00</u>	<u>\$2,366,554.00</u>
	Debt Service			
90.08	Debt Service Principal Payment	50,000.00	50,000.00	50,000.00
90.12	Debt Service Interest Payment	56,052.00	56,052.00	56,052.00
	<i>Debt Service Totals</i>	<u>\$106,052.00</u>	<u>\$106,052.00</u>	<u>\$106,052.00</u>
	Division 00 - Non-Division Totals	<u>\$5,181,633.00</u>	<u>\$5,181,633.00</u>	<u>\$5,181,633.00</u>
	Department 00 - Non-Departmental Totals	<u>\$5,181,633.00</u>	<u>\$5,181,633.00</u>	<u>\$5,181,633.00</u>
	EXPENSE TOTALS	<u>\$5,181,633.00</u>	<u>\$5,181,633.00</u>	<u>\$5,181,633.00</u>
	Fund 520 - Water O & M Totals			
	REVENUE TOTALS	<u>\$4,276,598.00</u>	<u>\$4,276,598.00</u>	<u>\$4,276,598.00</u>
	EXPENSE TOTALS	<u>\$5,181,633.00</u>	<u>\$5,181,633.00</u>	<u>\$5,181,633.00</u>
	Fund 520 - Water O & M Totals	<u>(\$905,035.00)</u>	<u>(\$905,035.00)</u>	<u>(\$905,035.00)</u>
Fund 620 - Airport O & M				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Charges for Services			
44.26	CS Commercial Activity Fees	49,182.00	49,182.00	49,182.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 620 - Airport O & M				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Charges for Services</i>			
44.28	CS Airport Fuel Sales	485,276.00	485,276.00	485,276.00
44.52	CS Rental Income	360,339.00	360,339.00	360,339.00
	<i>Charges for Services Totals</i>	<hr/> \$894,797.00	<hr/> \$894,797.00	<hr/> \$894,797.00
	<i>Investment Income</i>			
46.04	II Interest Income	5,000.00	5,000.00	5,000.00
	<i>Investment Income Totals</i>	<hr/> \$5,000.00	<hr/> \$5,000.00	<hr/> \$5,000.00
	<i>Miscellaneous</i>			
47.04	MR Misc Revenue	1,238.00	1,238.00	1,238.00
47.08	MR Contributions	217.00	217.00	217.00
47.12	MR Sale of Surplus Property	15,000.00	15,000.00	15,000.00
47.28	MR Penalties & Interest	814.00	814.00	814.00
	<i>Miscellaneous Totals</i>	<hr/> \$17,269.00	<hr/> \$17,269.00	<hr/> \$17,269.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 620 - Airport O & M				
REVENUE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
<i>Interfund Transfers</i>				
49.04	Transfers Transfers In	7,768.00	7,768.00	7,768.00
<i>Interfund Transfers Totals</i>		<u>\$7,768.00</u>	<u>\$7,768.00</u>	<u>\$7,768.00</u>
Division 00 - Non-Division Totals		<u>\$924,834.00</u>	<u>\$924,834.00</u>	<u>\$924,834.00</u>
Department 00 - Non-Departmental Totals		<u>\$924,834.00</u>	<u>\$924,834.00</u>	<u>\$924,834.00</u>
REVENUE TOTALS		<u>\$924,834.00</u>	<u>\$924,834.00</u>	<u>\$924,834.00</u>
EXPENSE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
<i>Personal Services</i>				
50.04	Salaries & Wages Full Time	110,907.00	110,907.00	110,907.00
50.08	Salaries & Wages Personnel Services Reimbursement	32,236.00	32,236.00	32,236.00
50.12	Salaries & Wages Part Time	58,277.00	58,277.00	58,277.00
51.04	Taxes & Benefits FICA	13,092.00	13,092.00	13,092.00
51.08	Taxes & Benefits IMRF	10,914.00	10,914.00	10,914.00
51.20	Taxes & Benefits Health & Life Insurance	20,000.00	20,000.00	20,000.00
51.28	Taxes & Benefits Other Employee Benefits	1,957.00	1,957.00	1,957.00
<i>Personal Services Totals</i>		<u>\$247,383.00</u>	<u>\$247,383.00</u>	<u>\$247,383.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 620 - Airport O & M				
EXPENSE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
<i>Professional Development</i>				
52.04	Prof Devel Conference/ School/ Training	1,926.00	1,926.00	1,926.00
52.08	Prof Devel Dues	1,179.00	1,179.00	1,179.00
52.12	Prof Devel Publications	264.00	264.00	264.00
52.16	Prof Devel Travel	1,630.00	1,630.00	1,630.00
<i>Professional Development Totals</i>		\$4,999.00	\$4,999.00	\$4,999.00
<i>Contractual Services</i>				
60.04	Professional Accounting	2,406.00	2,406.00	2,406.00
60.08	Professional Engineering	6,000.00	6,000.00	6,000.00
60.12	Professional Legal	1,500.00	1,500.00	1,500.00
60.16	Professional Medical	415.00	415.00	415.00
60.24	Professional Other Professional	13,835.00	13,835.00	13,835.00
61.08	Maintenance Buildings	7,625.00	7,625.00	7,625.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

<u>Account</u>	<u>Account Description</u>	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 620 - Airport O & M				
EXPENSE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
<i>Contractual Services</i>				
61.16	Maintenance Equipment	5,622.00	5,622.00	5,622.00
61.24	Maintenance Computers	9,480.00	9,480.00	9,480.00
61.28	Maintenance Vehicles	3,360.00	3,360.00	3,360.00
62.04	Utilities Electrical	28,319.00	28,319.00	28,319.00
62.20	Utilities Telephone	3,768.00	3,768.00	3,768.00
63.04	CS Postage	1,000.00	1,000.00	1,000.00
63.08	CS Publishing & Advertising	484.00	484.00	484.00
63.12	CS Printing & Copying	55.00	55.00	55.00
63.16	CS Rentals	18,631.00	18,631.00	18,631.00
63.24	CS Equipment Services Reimbursement	13,274.00	13,274.00	13,274.00
64.08	Insurance Workers Comp - Premium	250.00	250.00	250.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 620	Airport O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Contractual Services			
64.24	Insurance General Liability	11,948.00	11,948.00	11,948.00
	<i>Contractual Services Totals</i>	\$127,972.00	\$127,972.00	\$127,972.00
	Commodities			
70.04	Supplies & Parts Grounds	198.00	198.00	198.00
70.08	Supplies & Parts Buildings	2,720.00	2,720.00	2,720.00
70.12	Supplies & Parts Infrastructure	1,670.00	1,670.00	1,670.00
70.16	Supplies & Parts Equipment	2,663.00	2,663.00	2,663.00
70.20	Supplies & Parts Information Systems	2,995.00	2,995.00	2,995.00
70.28	Supplies & Parts Vehicles	2,988.00	2,988.00	2,988.00
71.04	Office Supplies Office Supplies	488.00	488.00	488.00
72.04	Operating Supplies Operating Supplies	5,051.00	5,051.00	5,051.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	620 - Airport O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Commodities			
72.08	Operating Supplies Ice & Snow Controls	8,180.00	8,180.00	8,180.00
72.12	Operating Supplies Fuel & Petroleum Supplies	358,747.00	358,747.00	358,747.00
72.16	Operating Supplies Uniforms & Protective Clothing	870.00	870.00	870.00
72.20	Operating Supplies Fuel Sales Tax	35,188.00	35,188.00	35,188.00
	<i>Commodities Totals</i>	<u>\$421,758.00</u>	<u>\$421,758.00</u>	<u>\$421,758.00</u>
	Capital Outlay			
80.12	Capital Improvements	32,150.00	32,150.00	32,150.00
	<i>Capital Outlay Totals</i>	<u>\$32,150.00</u>	<u>\$32,150.00</u>	<u>\$32,150.00</u>
	Debt Service			
90.08	Debt Service Principal Payment	65,000.00	65,000.00	65,000.00
90.12	Debt Service Interest Payment	4,000.00	4,000.00	4,000.00
90.20	Debt Service Amortization Costs	810.00	810.00	810.00
	<i>Debt Service Totals</i>	<u>\$69,810.00</u>	<u>\$69,810.00</u>	<u>\$69,810.00</u>
Division	00 - Non-Division Totals	<u>\$904,072.00</u>	<u>\$904,072.00</u>	<u>\$904,072.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund 620 - Airport O & M				
	EXPENSE			
	Department 00 - Non-Departmental Totals	\$904,072.00	\$904,072.00	\$904,072.00
	EXPENSE TOTALS	\$904,072.00	\$904,072.00	\$904,072.00
	Fund 620 - Airport O & M Totals			
	REVENUE TOTALS	\$924,834.00	\$924,834.00	\$924,834.00
	EXPENSE TOTALS	\$904,072.00	\$904,072.00	\$904,072.00
	Fund 620 - Airport O & M Totals	\$20,762.00	\$20,762.00	\$20,762.00
Fund 810 - Health Insurance				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Investment Income			
46.04	II Interest Income	1,500.00	1,500.00	1,500.00
	<i>Investment Income Totals</i>	\$1,500.00	\$1,500.00	\$1,500.00
	Miscellaneous			
47.24	MR Employer Contributions	310,000.00	310,000.00	310,000.00
	<i>Miscellaneous Totals</i>	\$310,000.00	\$310,000.00	\$310,000.00
	Division 00 - Non-Division Totals	\$311,500.00	\$311,500.00	\$311,500.00
	Department 00 - Non-Departmental Totals	\$311,500.00	\$311,500.00	\$311,500.00
	REVENUE TOTALS	\$311,500.00	\$311,500.00	\$311,500.00
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Contractual Services			
60.16	Professional Medical	205,000.00	205,000.00	205,000.00
60.18	Professional Dental	140,000.00	140,000.00	140,000.00

Exhibit A - Village of Lake in the Hills

Budget Year 2020

Account	Account Description	2020 Department Request	2020 Admin Recommend	2020 Board Approved
Fund	810 - Health Insurance			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Contractual Services			
60.24	Professional Other Professional	6,500.00	6,500.00	6,500.00
	<i>Contractual Services Totals</i>	\$351,500.00	\$351,500.00	\$351,500.00
	Division 00 - Non-Division Totals	\$351,500.00	\$351,500.00	\$351,500.00
	Department 00 - Non-Departmental Totals	\$351,500.00	\$351,500.00	\$351,500.00
	EXPENSE TOTALS	\$351,500.00	\$351,500.00	\$351,500.00
	Fund 810 - Health Insurance Totals			
	REVENUE TOTALS	\$311,500.00	\$311,500.00	\$311,500.00
	EXPENSE TOTALS	\$351,500.00	\$351,500.00	\$351,500.00
	Fund 810 - Health Insurance Totals	(\$40,000.00)	(\$40,000.00)	(\$40,000.00)
	Net Grand Totals			
	REVENUE GRAND TOTALS	\$27,783,602.00	\$27,783,602.00	\$27,783,602.00
	EXPENSE GRAND TOTALS	\$29,674,547.00	\$29,674,547.00	\$29,674,547.00
	Net Grand Totals	(\$1,890,945.00)	(\$1,890,945.00)	(\$1,890,945.00)



REQUEST FOR BOARD ACTION

MEETING DATE: December 10, 2019
DEPARTMENT: Finance
SUBJECT: Ordinance - 2019 Tax Levy Abatement

EXECUTIVE SUMMARY

Attached is an ordinance providing for the abatement of the **\$75,350** levy which will be extended by the County Clerk pursuant to Ordinance Number 2019-34 adopted on August 22, 2019 in connection with the issuance of the \$1,495,000 General Obligation Bonds, Series 2019 bond issue for the water main replacement project located specifically in Special Service Area #51.

Attached is an ordinance providing for the abatement of the **\$68,350** levy which will be extended by the County Clerk pursuant to Ordinance Number 2012-08 adopted on February 23, 2012 in connection with the issuance of the \$1,275,000 General Obligation Refunding Bonds, Series 2012 bond issue for the refunding of the 2003 Debt Certificates issued to finance safety improvements at the airport.

The Village budgeted to pay for the above debt issuances through the Special Service Area #51 property tax levy and through operating revenues from the Airport Operating & Maintenance Fund. Accordingly, abatement ordinances must be filed to prevent the extension of property taxes to all Village parcels in connection with these bond issuances.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Ordinance for the abatement of a 2019 tax levy for the \$1,495,000 General Obligation Bonds, Series 2019
2. Ordinance for the abatement of a 2019 tax levy for the \$1,275,000 General Obligation Refunding Bonds, Series 2012

RECOMMENDED MOTION

Motion to approve the attached ordinances.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2019-___

AN ORDINANCE FOR THE ABATEMENT OF A 2019 TAX LEVY
FOR THE \$1,495,000 GENERAL OBLIGATION BONDS, SERIES 2019

Adopted by
the President and Board of Trustees
of the Village of Lake in the Hills
this 12th day of December, 2019

Published in pamphlet form by direction
and authority of the Village of Lake in the Hills
McHenry County, Illinois
this 12th day of December, 2019

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-_____

**AN ORDINANCE FOR THE ABATEMENT OF A 2019 TAX LEVY
FOR \$1,495,000 GENERAL OBLIGATION BONDS, 2019 SERIES**

WHEREAS, the Village of Lake in the Hills, an Illinois municipal corporation (the "Village"), situated in 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; and

WHEREAS, the Village of Lake in the Hills adopted Ordinance Number 2019-34 titled An Ordinance providing for the issuance of not to exceed \$2,000,000 General Obligation Bonds, in one or more series, of the Village of Lake in the Hills, McHenry County, Illinois, for the purpose of financing the costs of certain capital projects in as well as outside of the Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said Bonds, and authorizing the proposed sale of said Bonds to the purchaser thereof (the "Bond Ordinance") on the 22nd day of August 2019; and

WHEREAS, the Village of Lake in the Hills filed a \$1,495,000 General Obligation Bonds, Series 2019 Bond Order (the "Bond Order") with the office of the County Clerk for McHenry County, Illinois on the 8th day of November, 2019 that supplements the Bond Ordinance and provides for levies related to the issue of General Obligation Bonds, Series 2019 of the Village of Lake in the Hills, McHenry County, Illinois; and

WHEREAS, Section 12 of the Bond Ordinance authorizes a tax levy for the purpose of providing funds to pay the principal of and interest on the bonds issued pursuant to the Bond Ordinance; and

WHEREAS, Section 12 of the Bond Ordinance, as supplemented by the Bond Order, authorizes a tax levy for the year 2019 sufficient to produce the sum of \$75,350 (the "2019 Tax Levy"); and

WHEREAS, the Board of Trustees of the Village of Lake in the Hills has determined that it is in the public interest to abate the 2019 Tax Levy;

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

SECTION ONE: Recitals. The foregoing premises are incorporated into this Ordinance as if fully set forth.

SECTION TWO: Abatement. The tax levy authorized by Section 12 of Village of Lake in the Hills Ordinance Number 2019-34, as supplemented by the Bond Order, for the year 2019 of a tax sufficient to produce the sum of \$75,350 is hereby abated in its entirety.

SECTION THREE: Filing. The Village Clerk is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the office of the County Clerk for McHenry County, Illinois.

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST:

Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2019-___

AN ORDINANCE FOR THE ABATEMENT OF A 2019 TAX LEVY
FOR THE \$1,275,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012

Adopted by
the President and Board of Trustees
of the Village of Lake in the Hills
this 12th day of December, 2019

Published in pamphlet form by direction
and authority of the Village of Lake in the Hills
McHenry County, Illinois
this 12th day of December, 2019

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-_____

AN ORDINANCE FOR THE ABATEMENT OF A 2019 TAX LEVY
FOR THE \$1,275,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012

WHEREAS, the Village of Lake in the Hills, an Illinois municipal corporation (the “Village”), situated in 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; and

WHEREAS, the Village of Lake in the Hills adopted Ordinance Number 2012-08 titled An Ordinance of the Village of Lake in the Hills, McHenry County, Illinois, Providing for the Issuance of General Obligation Refunding Bonds, Series 2012, Providing the Details of Such Bonds and for a Levy of Taxes to Pay the Principal of and Interest on Such Bonds, and Related Matters (the "Bond Ordinance") on the 23rd day of February, 2012; and

WHEREAS, the Village of Lake in the Hills filed a \$1,275,000 General Obligation Refunding Bonds, Series 2012 Bond Order (the “Bond Order”) with the office of the County Clerk for McHenry County, Illinois on the 14th day of December, 2012 that supplements the Bond Ordinance and provides for levies related to the issue of General Obligation Refunding Bonds, Series 2012 of the Village of Lake in the Hills, McHenry County, Illinois; and

WHEREAS, Section 8 of the Bond Ordinance authorizes a tax levy for the purpose of providing funds to pay the principal of and interest on the bonds issued pursuant to the Bond Ordinance; and

WHEREAS, Section 8 of the Bond Ordinance, as supplemented by the Bond Order, authorizes a tax levy for the year 2018 sufficient to produce the sum of \$68,350 (the "2019 Tax Levy"); and

WHEREAS, the Board of Trustees of the Village of Lake in the Hills has determined that it is in the public interest to abate the 2019 Tax Levy;

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

SECTION ONE: Recitals. The foregoing premises are incorporated into this Ordinance as if fully set forth.

SECTION TWO: Abatement. The tax levy authorized by Section 8 of Village of Lake in the Hills Ordinance Number 2012-08 for the year 2019 of a tax sufficient to produce the sum of \$68,350 is hereby abated in its entirety.

SECTION THREE: Filing. The Village Clerk is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the office of the County Clerk for McHenry County, Illinois.

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: December 10, 2019

DEPARTMENT: Finance

SUBJECT: Ordinance - 2019 Tax Levy

EXECUTIVE SUMMARY

For the 10th consecutive year the Village is pleased to propose a no increase or flat property tax levy on behalf of our residents and businesses. The Village Board and staff are keenly aware of our state's extremely high property tax burden and realize keeping our portion flat for the past decade has been helpful and appreciated by our community.

The proposed amount to be levied for corporate and special purpose property taxes for 2019 is \$5,481,747 which is a 0.0% change from the 2018 tax extension of \$5,481,747. The 2019 tax levies for debt service in the Water Fund for G.O. Bonds Series 2019 (SSA #51) in the amount of \$75,350 and in the Airport Fund for G.O. Bonds Series 2012 in the amount of \$68,350 are proposed to be abated entirely for a total of \$143,700. The estimated tax rate is expected to decrease by (7.4%) from 0.796106 to 0.736869 due to the projected 8.0% increase in EAV. The proposed 2019 levy of \$5,481,747 can be summarized as follows:

Levy	Amount
Corporate	\$ 1,840,604
Police Pension	\$ 1,498,027
Social Security	\$ 695,988
Police Protection	\$ 613,535
IMRF	\$ 359,083
Workers Compensation	\$ 270,000
Liability Insurance	\$ 191,250
Audit	\$ 13,260
Total 2019 Tax Levy	\$ 5,481,747

FINANCIAL IMPACT

The property tax levy accounts for approximately 31% of the total General Fund revenue for FY 2020.

ATTACHMENTS

1. An ordinance for the Levy of Taxes for the Village of Lake in the Hills for 2019

RECOMMENDED MOTION

Motion to approve the attached ordinance for the Levy of Taxes for the Village of Lake in the Hills for 2019.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-____

An Ordinance for the Levy of Taxes for the Village of Lake in the Hills, McHenry County, Illinois for 2019

WHEREAS, the Village of Lake in the Hills, an Illinois municipal corporation (the “Village”), situated in 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; and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, did on the 13th day of December, 2018, pass the Budget Ordinance No. 2018-71 for the Village of Lake in the Hills for the fiscal year commencing on January 1, 2019 and ending December 31, 2019, the amount of which is ascertained to be \$26,367,417 of which said Budget Ordinance was duly presented for publication as prescribed in 65 ILCS 5/8-2-9.4 of the Municipal Code, State of Illinois.

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 there be and is hereby levied upon all taxable property within the corporate limits of said Village for the year 2019, the sum of \$5,481,747 for the following specific purposes mentioned in said Budget Ordinance and in the respective sums as follows, to wit:

Corporate	\$	1,840,604
Police Pension	\$	1,498,027
Social Security	\$	695,988
Police Protection	\$	613,535
IMRF	\$	359,083
Workers Compensation	\$	270,000
Liability Insurance	\$	191,250
Audit	\$	13,260
Total 2019 Tax Levy	\$	5,481,747

Village of Lake in the Hills Budget Worksheet Report

Budget Year 2019

Account	Account Description	2019 Board Approved Budget	2019 Tax Levy	Key
Fund 100 - General Fund				
Department 10 - Executive				
51.04	Taxes & Benefits FICA	4,223.00	4,223.00	B
Department 12 - Village Administration				
51.04	Taxes & Benefits FICA	34,248.00	34,248.00	B
51.08	Taxes & Benefits IMRF	34,256.00	34,256.00	C
Department 16 - Finance				
51.04	Taxes & Benefits FICA	42,088.00	42,088.00	B
51.08	Taxes & Benefits IMRF	44,399.00	44,399.00	C
60.04	Professional Accounting	13,260.00	13,260.00	A
Department 18 - Community Services				
Division 50 - Parks & Recreation				
51.04	Taxes & Benefits FICA	49,914.00	49,914.00	B
51.08	Taxes & Benefits IMRF	28,991.00	28,991.00	C
Division 52 - Community Development				
51.04	Taxes & Benefits FICA	27,301.00	27,301.00	B
51.08	Taxes & Benefits IMRF	26,605.00	26,605.00	C
Department 20 - Police				
Division 10 - Administration				
50.04	Salaries & Wages Full Time	480,762.00	480,762.00	GG
51.04	Taxes & Benefits FICA	36,398.00	36,398.00	B
51.08	Taxes & Benefits IMRF	5,775.00	5,775.00	C
51.12	Taxes & Benefits Police Pension	137,211.00	159,652.00	D
Division 20 - Patrol				
50.04	Salaries & Wages Full Time	3,211,709.00	1,154,831.00	GG
51.04	Taxes & Benefits FICA	265,571.00	265,571.00	B
51.08	Taxes & Benefits IMRF	9,254.00	9,254.00	C
51.12	Taxes & Benefits Police Pension	1,070,249.00	1,066,551.00	D
Division 22 - Support Services				
50.04	Salaries & Wages Full Time	818,546.00	818,546.00	GG
51.04	Taxes & Benefits FICA	67,583.00	67,583.00	B
51.08	Taxes & Benefits IMRF	34,779.00	34,779.00	C
51.12	Taxes & Benefits Police Pension	164,654.00	271,824.00	D
Department 30 - Public Works				
Division 10 - Administration				
51.04	Taxes & Benefits FICA	19,816.00	19,816.00	B
51.08	Taxes & Benefits IMRF	20,904.00	20,904.00	C
Division 30 - Streets				
51.04	Taxes & Benefits FICA	87,235.00	87,235.00	B
51.08	Taxes & Benefits IMRF	89,533.00	89,533.00	C
Division 32 - Public Properties				
51.04	Taxes & Benefits FICA	55,343.00	55,343.00	B
51.08	Taxes & Benefits IMRF	57,975.00	57,975.00	C
Department 60 - Management Information Systems				
51.04	Taxes & Benefits FICA	6,268.00	6,268.00	B
51.08	Taxes & Benefits IMRF	6,612.00	6,612.00	C
Department 70 - Insurance & Tort				
64.08	Insurance Workers Comp - Premium	270,000.00	270,000.00	F
64.24	Insurance General Liability	191,250.00	191,250.00	E
Fund 100 - General Fund Totals		\$7,412,712	\$5,481,747	

Summary	Amount	Sum of Above
Audit	\$ 13,260	A
Social Security	\$ 695,988	B
IMRF	\$ 359,083	C
Police Pension	\$ 1,498,027	D
Liability Insurance	\$ 191,250	E
Workers Compensation	\$ 270,000	F
Police Protection	\$ 613,535	GG
Corporate	\$ 1,840,604	GG
Total 2019 Tax Levy	\$ 5,481,747	

SECTION 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified copy of this Ordinance.

SECTION 3: That the provision of an Act to Provide Procedures for Public Notice and Hearing on Tax Levy Increases (35 ILCS 200/18-55 et seq.) were complied with by the Village of Lake in the Hills.

SECTION 4: 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 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: December 10, 2019

DEPARTMENT: Finance

SUBJECT: Ordinance - 2019 Special Service Area Tax Levies

EXECUTIVE SUMMARY

Attached are twelve separate ordinances for the 2019 Special Service Area (SSA) Tax Levies. New this year is the ordinance for SSA #51 for the water main improvement project.

As discussed during the FY 2020 budget presentation, the 2019 levies for each of these twelve Special Service Areas range from \$700 for SSA#8C to \$127,320 for SSA#2 and represent a 0% increase from the 2018 tax levy. The combined levies for all twelve Special Service Areas total \$530,652.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. An ordinance establishing a Tax Levy for Special Service Area Number 1 for the 2019 Tax Year.
2. An ordinance establishing a Tax Levy for Special Service Area Number 2 for the 2019 Tax Year.
3. An ordinance establishing a Tax Levy for Special Service Area Number 3 for the 2019 Tax Year.
4. An ordinance establishing a Tax Levy for Special Service Area Number 4A for the 2019 Tax Year.
5. An ordinance establishing a Tax Levy for Special Service Area Number 4B for the 2019 Tax Year.
6. An ordinance establishing a Tax Levy for Special Service Area Number 5 for the 2019 Tax Year.
7. An ordinance establishing a Tax Levy for Special Service Area Number 6 for the 2019 Tax Year.
8. An ordinance establishing a Tax Levy for Special Service Area Number 7 for the 2019 Tax Year.
9. An ordinance establishing a Tax Levy for Special Service Area Number 8B for the 2019 Tax Year.
10. An ordinance establishing a Tax Levy for Special Service Area Number 8C for the 2019 Tax Year.
11. An ordinance establishing a Tax Levy for Special Service Area Number 15 for the 2019 Tax Year.
12. An ordinance establishing a Tax Levy for Special Service Area Number 51 for the 2019 Tax Year.

RECOMMENDED MOTION

Motion to approve the attached ordinances establishing a tax levy for the twelve Special Service Areas within the Village of Lake in the Hills for 2019.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-___

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 1 in the
Village of Lake in the Hills for the 2019 Tax Year
(Spring Lake Farm South Subdivision)**

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, passed Ordinance 1992-93-18 on September 24, 1992 entitled "An Ordinance Establishing a Tax Levy for Special Service Area Number 1 in the Village of Lake in the Hills."

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 there is hereby levied over all the taxable property within Special Service Area Number 1 in the Village of Lake in the Hills the total sum of \$2,000 for the 2019 tax year.

Special Service Area Number 1 for the Village of Lake in the Hills is legally described as follows:

The Southwest Quarter of Section 24 and that part of the Northwest Quarter of the Southeast Quarter of said Section 24, which lies west of the centerline of a public highway, commonly known as Frank Road, in Township 43 North, Range 7 East of the Third Principal Meridian and described as follows: Beginning at a point on the west line of said Southwest Quarter of Section 24, a distance of 1478.35 feet north of the southwest corner thereof; thence north 00 degrees 05 minutes 57 seconds west along said west line, a distance of 574.52 feet; thence north 89 degrees 54 minutes 03 seconds east 390.00 feet; thence north 00 degrees 05 minutes 57 seconds west 556.07 feet to the north line of said Southwest Quarter; thence south 89 degrees 23 minutes 44 seconds east along said north line and the north line of the Northwest Quarter of the Southeast Quarter of Section 24, aforesaid, a distance of 3324.15 feet to the centerline of said Frank Road; thence south 02 degrees 09 minutes 27 seconds west along said centerline, a distance of 1119.05 feet to a point of

curvature; thence southerly along said centerline, being a curve concave to the west, having a radius of 2398.42 feet, an arc distance of 183.48 feet to the south line of said Northwest Quarter of the Southeast Quarter, the chord of said arc having a length of 183.43 feet, and a bearing of south 04 degrees 20 minutes 56 seconds west; thence north 88 degrees 48 minutes 42 seconds west along said south line, a distance of 1032.89 feet to the southwest corner of said Northwest Quarter of the Southeast Quarter; thence south 00 degrees 04 minutes 31 seconds east along the east line of the Southwest Quarter of said Section 24, a distance of 250.02 feet; thence north 89 degrees 25 minutes 23 seconds west 776.96 feet; thence south 23 degrees 34 minutes 42 seconds west 96.73 feet; thence north 67 degrees 12 minutes 40 seconds west 143.74 feet; thence north 87 degrees 02 minutes 48 seconds west 139.33 feet; thence north 83 degrees 07 minutes 53 seconds west 307.72 feet; thence north 85 degrees 07 minutes 03 seconds west 293.54 feet; thence north 47 degrees 07 minutes 02 seconds west 178.43 feet; thence north 74 degrees 54 minutes 58 seconds west 461.75 feet; thence north 61 degrees 03 minutes 35 seconds west 307.12 feet; thence south 89 degrees 43 minutes 46 seconds west 93.02 feet to the place of beginning.

Also, that part of the Southwest Quarter of Section 24, Township 43 North, Range 7 east of the Third Principal Meridian described as follows: beginning at a point on the west line of said Southwest Quarter of Section 24, a distance of 1478.35 feet north of the southwest corner thereof; thence north 89 degrees 43 minutes 46 seconds east 93.02 feet; thence south 61 degrees 03 minutes 35 seconds east 307.12 feet; thence south 74 degrees 54 minutes 58 seconds east 405.52 feet; thence south 0 degrees 05 minutes 57 seconds east 457.52 feet; thence south 89 degrees 54 minutes 03 seconds west to a point on said west line; thence northerly along the said west line of the Southwest Quarter of Section 24 to the place of beginning containing 10.000 acres, in McHenry County, Illinois.

Also that part of the Southwest Quarter of Section 24, Township 43 North, Range 7 east of the Third Principal Meridian described as follows: beginning at the northeast corner of the Southwest Quarter of said Section 24; thence south 00 degrees 04 minutes 31 seconds east along the east line of said Southwest Quarter a distance of 1,541.27 feet to the point of beginning; thence continuing south 0 degrees 04 minutes 31 seconds east along said east line a distance of 212.32 feet; thence

north 90 degrees 00 minutes 00 seconds west 84.49 feet; thence north 62 degrees 51 minutes 39 seconds west 120.72 feet; thence north 77 degrees 52 minutes 32 seconds west 58.32 feet; thence north 00 degrees 00 minutes 00 seconds east 100.00 feet; thence north 22 degrees 16 minutes 08 seconds west 51.55 feet; thence south 89 degrees 25 minutes 23 seconds east 268.21 feet to the place of beginning in McHenry County, Illinois.

SECTION 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified copy of this Ordinance.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-___

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 2 in the
Village of Lake in the Hills for the 2019 Tax Year
(Concord/Meadowbrook)**

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, passed Ordinance 1992-93-30 on January 14, 1993, entitled "An Ordinance Proposing the Establishing of Special Service Area Number 2 Within the Village of Lake in the Hills and Providing for a Public Hearing and other Procedures in Connection therewith;" and

WHEREAS, this Special Service Area Ordinance provided that the Village could levy a tax not to exceed .400 percent per annum assessed valuation of Special Service Area Number 2 over property legally described in Section 1 of this Ordinance; and

WHEREAS, a hearing was held on January 28, 1993 after notice of said hearing was published in the *Northwest Herald* on January 13, 1993 and a notice was mailed to all property owners within the proposed boundaries of said Special Service Area; and

WHEREAS, the March 15, 1993 deadline for residents to submit a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the boundaries of the Special Service Area has passed without any petition having been filed with the Village Clerk; and

WHEREAS, the President and Board of Trustees at their meeting of January 14, 1993 declared the Ordinance as having been approved.

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 there is hereby levied over all the taxable property within Special Service Area Number 2 in the Village of Lake in the Hills the total sum of \$127,320 for the 2019 tax year.

Special Service Area Number 2 for the Village of Lake in the Hills is legally described as follows:

Parcel 1: The east half of the Northeast Quarter of Section 23 (excepting therefrom the south 240.00 feet of the east 320.00 feet thereof), and the Southwest Quarter of the Northwest Quarter of Section 24, all in Township 43 north, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois; and

Parcel 2: The south half of the Southwest Quarter of Section 14; also the Southeast Quarter of the Southeast Quarter of Section 15; also the east half of the Northeast Quarter of Section 22; also the Northwest Quarter of Section 23, all in Township 43 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois; also

the Southwest Quarter of the Southeast Quarter of Section 14; also the west half of the Northeast Quarter of Section 23, all in Township 43 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois; also

The Northeast Quarter of the Southwest Quarter of Section 14; also the Northwest Quarter of the Southwest Quarter of Section 14; also the Northeast Quarter of the Southeast Quarter (excepting the north 20 acres thereof) in Section 15, all in Township 43 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois; and

Parcel 3: The west half of the Southeast Quarter, except the south 551.73 feet (as measured along the east line thereof) and except the north 846.67 feet of the east 536.88 feet (as measured along the north and east lines thereof) of Section 15, Township 43 North, Range 7 East of the Third Principal Meridian, in Grafton Township, McHenry County, Illinois; and

Parcel 4: The Southwest Quarter of Section 15 in Township 43 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois.

Said territory consists of approximately 908 acres and has approximately 8,000 feet of frontage on Miller Road and approximately 5,200 feet on frontage on Lakewood Road (formerly known as Huntley-Crystal Lake Road), in the Village of Lake in the Hills, McHenry County, Illinois.

SECTION 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified copy of this Ordinance.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 3 in the
Village of Lake in the Hills for the 2019 Tax Year
(Big Sky Subdivision)**

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, passed Ordinance 1992-93-55 on March 25, 2003, entitled "An Ordinance Proposing the Establishing of Special Service Area Number 3 Within the Village of Lake in the Hills and Providing for a Public Hearing and other Procedures in Connection therewith;" and

WHEREAS, this Special Service Area Ordinance provided that the Village could levy a tax not to exceed .400 percent per annum assessed valuation of Special Service Area Number 3 over property legally described in Section 1 of this Ordinance; and

WHEREAS, a hearing was held on April 22, 1993 after notice of said hearing was published in the *Northwest Herald* on April 6, 1993 and a notice was mailed to all property owners within the proposed boundaries of said Special Service Area; and

WHEREAS, the June 21, 1993 deadline for residents to submit a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the boundaries of the Special Service Area has passed without any petition having been filed with the Village Clerk; and

WHEREAS, the President and Board of Trustees at their meeting of April 25, 1993, declared the Ordinance as having been approved.

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 there is hereby levied over all the taxable property within Special Service Area Number 3 in the Village of Lake in the Hills the sum of \$92,560 for the 2019 tax year.

Special Service Area Number 3 for the Village of Lake in the Hills is legally described as follows:

The east half of the Southeast Quarter of Section 19; also the south half of Lot 1 of the Southwest Quarter of Section 19; also the Northwest Quarter of the Northeast Quarter of Section 30; also the north half of Lot 1 of the Southwest Quarter of Section 19; also the west half of the Southeast Quarter of Section 19; also the north half of Lot 1 of the Northwest Quarter of Section 30, all being in Township 43 north, Range 8 east of the Third Principal Meridian, in McHenry County, Illinois.

Said property is located at the south of Miller Road and west of Randall Road.

SECTION 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified copy of this Ordinance.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-___

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 4A in the
Village of Lake in the Hills for the 2019 Tax Year
(Hidden Valley Subdivision)**

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, passed Ordinance 1993-94-26 on October 14, 1993, entitled "An Ordinance Proposing the Establishing of Special Service Area Number 4A Within the Village of Lake in the Hills and Providing for a Public Hearing and other Procedures in Connection therewith;" and

WHEREAS, this Special Service Area Ordinance provided that the Village could levy a tax not to exceed .400 percent per annum assessed valuation of Special Service Area Number 4A over property legally described in Section 1 of this Ordinance; and

WHEREAS, a hearing was held on November 18, 1993 after notice of said hearing was published in the *Northwest Herald* on October 30, 1993 and a notice was mailed to all property owners within the proposed boundaries of said Special Service Area; and

WHEREAS, the January 17, 1994 deadline for residents to submit a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the boundaries of the Special Service Area has passed without any petition having been filed with the Village Clerk; and

WHEREAS, Ordinance 1934-94-26 became effective on January 22, 1994.

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 there is hereby levied over all the taxable property within Special Service Area Number 4A in the

Village of Lake in the Hills Total sum of \$52,500 for the 2019 tax year.

Special Service Area Number 4A for the Village of Lake in the Hills is legally described as follows:

That part of Sections 21 and 28, Township 43 north, Range 8 east of the Third Principal Meridian, described as follows: beginning at the southwest corner of the Southeast Quarter of said Section 21; thence north 01 degrees 44 minutes east along the west line of said Southeast Quarter, a distance of 2289.53 feet, more or less, to a corner of Lot 8 in Larsen Industrial Park, being a subdivision of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian recorded September 25, 1978 as Document No. 747328; thence in an easterly direction along the south line of Lots 8, 9, 10 and 11 in said Larsen Industrial Park, a distance of 1316.89 feet, more or less, to the southeast corner of said Lot 11; thence northerly along the east line of said Lot 11, said line being also the east line of the west half of said Southeast Quarter, a distance of 332.07 feet, more or less, to the north line of said Southeast Quarter; thence easterly along said north line, a distance of 1.57 feet to the westerly line of the Chicago and Northwestern Railway; thence southerly along said westerly line, being along a curve to the right, a distance of 1699.18 feet; thence north 88 degrees 45 minutes 16 seconds west, a distance of 149.37 feet; thence south 06 degrees 07 minutes 44 seconds west, a distance of 1003.42 feet to the north line of Section 28 as aforesaid; thence south 88 degrees 52 minutes 16 seconds east along said north line, a distance of 144.9 feet to the westerly line of the Chicago and Northwestern Railway; thence south 13 degrees 46 minutes 12 seconds west along said westerly line, a distance of 2071.37 feet; thence south 49 degrees 00 minutes 00 seconds west, a distance of 354.90 feet; thence north 88 degrees 52 minutes 37 seconds west, parallel with the south line of the Northeast Quarter of said Section 28, a distance of 1002.57 feet to the old center line of Crystal Lake-Algonquin Road (also known as Pyott Road); thence north 29 degrees 40 minutes 57 seconds west along said old center line, a distance of 522.56 feet to an angle point in said old center line; thence north 21 degrees 20 minutes 24 seconds west along said old center line, a distance of 238.33 feet to an angle point in said old center line; thence north 22 degrees 48 minutes 03 seconds east

along said old center line, a distance of 979.50 feet to an angle point in said old center line; thence north 02 degrees 36 minutes 03 seconds east along said old center line, a distance of 674.70 feet to the north line of Section 28 aforesaid; thence easterly along said north line, a distance of 32.63 feet to the place of beginning, excepting therefrom that part of the above described property lying westerly of the easterly right of way line of Crystal Lake-Algonquin Road (also known as Pyott Road); also excepting therefrom that part described as follows: commencing at the southwest corner of the Southeast Quarter of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian; thence north 89 degrees 02 minutes 57 seconds west along the north line of said Section 28, a distance of 32.63 feet to the old center line of Crystal Lake-Algonquin Road (also known as Pyott Road); thence south 02 degrees 36 minutes 03 seconds west along said old center line, a distance of 674.70 feet to an angle point in said old center line; thence south 22 degrees 48 minutes 03 seconds west along said old center line, a distance of 979.30 feet to an angle point in said old centerline; thence south 21 degrees 20 minutes 24 seconds east along said old center line, a distance of 238.33 feet to an angle point in said old center line; thence south 29 degrees 40 minutes 57 seconds east along said old center line, a distance of 522.56 feet; thence south 88 degrees 52 minutes 37 seconds east along a line which is parallel with the south line of the Northeast Quarter of said Section 28, a distance of 1002.57 feet; thence north 49 degrees 00 minutes 00 seconds east 354.90 feet to the westerly line of the Chicago and Northwestern Railway; thence north 13 degrees 46 minutes 12 seconds east along said westerly line, a distance of 509.43 feet to the point of beginning thence north 76 degrees 13 minutes 48 seconds west 340.00 feet; thence north 23 degrees 14 minutes 51 seconds west 310.60 feet; thence north 57 degrees 39 minutes 57 seconds east 330.38 feet; thence north 38 degrees 06 minutes 40 seconds east 46.10 feet; thence south 76 degrees 13 minutes 48 seconds east 279.00 feet to the said westerly line of the Chicago and Northwestern Railway; thence south 13 degrees 46 minutes 12 seconds west along said westerly line, a distance of 528.00 feet to the place of beginning, in McHenry County, Illinois.

Also: Parts of Lots 16 and 17 of Assessor's Plat of Section 28 Township 43 north, Range 8 east of the Third Principal Meridian, described as follows:

beginning at the most westerly corner of Lot 16 in the Assessor's Plat, being a subdivision of part of the west half of the Southeast Quarter of Section 28, Township 43 north, Range 8 east of the Third Principal Meridian, as recorded December 6, 1859, in Book 22 of Deeds, Page 520, in McHenry County, Illinois; thence easterly along the northerly line thereof, 637.02 feet; thence northwesterly at an angle of 58 degrees 51 minutes measured clockwise from the last described course 61.0 feet; thence northeasterly at an angle of 131 degrees 58 minutes measured counter-clockwise from the last described course, 186.6 feet; thence northeasterly at an angle of 161 degrees, 10 minutes measured counter-clockwise from the last described course, 115.6 feet; thence northeasterly at an angle of 167 degrees, 01 minutes measured counter-clockwise from the last described course, 427.4 feet to a point on the westerly line of the Chicago Northwestern Railway Company right of way; thence southwesterly along said curving right of way line 396.20 feet, the chord of which forms an angle of 37 degrees 23 minutes, measured counter-clockwise from the last described course; thence southwesterly along said curving right of way line, 200.0 feet to a point being the most northerly corner of the property described in the deed from Arthur F. Miller, et. al., to Roy E. Converse and wife, recorded January 5, 01953 as Document 260782; thence southwesterly along a fence line, being the northerly line of the property conveyed by the aforesaid deed 804.3 feet to a point in the center line of the Algonquin-Crystal Lake Road; thence northwesterly along said center line 418.0 feet to the place of beginning, in McHenry County, Illinois.

Also: That part of the Northeast Quarter of Section 28, Township 43 north, Range 8 east of the Third Principal Meridian, described as follows: Commencing at the northwest corner of said Northeast Quarter; thence north 89 degrees 05 minutes west along the north line of said Section 28, a distance of 32.0 feet; thence south 02 degrees 17 minutes west along the center line of a public road (Crystal Lake-Algonquin Road) a distance of 674.7 feet; thence south 22 degrees 31 minutes west along said center line, a distance of 979.5 feet; thence south 21 degrees 59 minutes east along said center line 238.9 feet; thence south 30 degrees 17 minutes east along said center line, a distance of 522.56 feet for the place of beginning; thence continuing south 30 degrees 17

minutes east along said center line, a distance of 434.14 feet to the south line of the Northeast Quarter of said Section 28; thence south 89 degrees, 19 minutes east along said south line, a distance of 631.3 feet; thence north 30 degrees 35 minutes west, a distance of 61.0 feet; thence north 17 degrees 47 minutes east, a distance of 186.8 feet; thence north 36 degrees 47 minutes east, a distance of 115.5 feet; thence north 49 degrees 59 minutes east, a distance of 74.0 feet; thence north 89 degrees 19 minutes west, parallel with the south line of the Northeast Quarter of said Section 28, a distance of 1002.1 feet to the place of beginning, in McHenry County, Illinois.

Excepting therefrom Lots 1 through 29 inclusive, Lots 55 through 57 inclusive, Lot 61 and Lots 77 through 87 inclusive of Hidden Valley Unit 1, a subdivision of part of the Northeast Quarter and Northwest Quarter of Section 28, and part of the Southeast Quarter of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, in McHenry County, Illinois, according to the plat recorded on February 12, 1993 as Document No. 93R008439.

The area consists of the subdivision commonly known as Hidden Valley Subdivision. The area consists of approximately 166 acres south of Larsen Industrial Park with frontage on the east side of Pyott Road and frontage on the north side Algonquin Road.

SECTION 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified cop of this Ordinance.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-____

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 4B in the Village
of Lake in the Hills for the 2019 Tax Year
(Hidden Valley)**

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, passed Ordinance 1993-94-27 on October 14, 1993, entitled "An Ordinance Proposing the Establishing of Special Service Area Number 4A Within the Village of Lake in the Hills and Providing for a Public Hearing and other Procedures in Connection therewith;" and

WHEREAS, this Special Service Area Ordinance provided that the Village could levy a tax not to exceed .400 percent per annum assessed valuation of Special Service Area Number 4B over property legally described in Section 1 of this Ordinance; and

WHEREAS, a hearing was held on November 18, 1993 after notice of said hearing was published in the *Northwest Herald* on October 30, 1993 and a notice was mailed to all property owners within the proposed boundaries of said Special Service Area; and

WHEREAS, on December 9, 1993, the Board of Trustees passed Ordinance 1993-94-40 entitled "An Ordinance Deleting Certain Territory from Special Service Area Number Four B in the Village of Lake in the Hills;" and

WHEREAS, the January 17, 1994 deadline for residents to submit a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the boundaries of the Special Service Area has passed without any petition having been filed with the Village Clerk; and

WHEREAS, Ordinance 1993-94-40 became effective on January 22, 1994.

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 there is hereby levied over all the taxable property within Special Service Area Number 4B in the Village of Lake in the Hills the total sum of \$5,200 for the 2019 tax year.

Special Service Area Number 4B for the Village of Lake in the Hills is legally described as follows:

Lots 1 through 29 inclusive, Lot 61 and Lots 77 through 87 inclusive of Hidden Valley Unit 1, a subdivision of part of the Northeast Quarter and Northwest Quarter of Section 28, and part of the Southeast Quarter of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, in McHenry County, Illinois, according to the plat recorded on February 12, 1993 as Document No. 93R008439 in the office of the McHenry County Recorder of Deeds.

Said property consists of 11" acres and is located east of Pyott Road and south of Larsen Industrial Park and is a part of a subdivision commonly known as Hidden Valley Subdivision.

SECTION 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified copy of this Ordinance.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-____

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 5 in the Village
of Lake in the Hills for the 2019 Tax Year
(Bell Chase/Spring Lake Farm South Subdivision)**

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, passed Ordinance 1993-94-28 on October 14, 1993, entitled "An Ordinance Proposing the Establishing of Special Service Area Number 5 Within the Village of Lake in the Hills and Providing for a Public Hearing and other Procedures in Connection therewith;" and

WHEREAS, this Special Service Area Ordinance provided that the Village could levy a tax not to exceed .400 percent per annum assessed valuation of Special Service Area Number 5 over property legally described in Section 1 of this Ordinance; and

WHEREAS, a hearing was held on November 18, 1993, after notice of said hearing was published in the *Northwest Herald* on October 30, 1993, and a notice was mailed to all property owners within the proposed boundaries of said Special Service Area; and

WHEREAS, the January 17, 1994 deadline for residents to submit a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the boundaries of the Special Service Area has passed without any petition having been filed with the Village Clerk; and

WHEREAS, Ordinance 1993-94-28 became effective on January 22, 1994.

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 there is hereby levied over all the taxable property within Special Service Area Number 5 in the Village of Lake in the Hills the total sum of \$117,800 for the 2019 tax year.

Special Service Area Number 5 for the Village of Lake in the Hills is legally described as follows:

Parcel One: The Southwest Quarter of Section 26, also the west half of the west half of the Southeast Quarter of said Section 26, Township 43 north, Range 7 east of the Third Principal Meridian, in McHenry County, Illinois; also that part of Huntley-Algonquin Road previously dedicated for road purposes lying northerly of and contiguous to the above described parcel.

Parcel Two: The west half of the Northwest Quarter of Section 26, Township 43 north, Range 7 east of the Third Principal Meridian, in McHenry County, Illinois; also that part of Reed Road lying northerly of and contiguous to the above described parcel.

Said property consists of 80" acres located south of Reed Road, north of Algonquin Road and west of the Town & Country/Seegers Subdivision, and 200" acres south of Algonquin Road and 2,004.06 feet west of Square Barn Road, and contains 280" acres.

SECTION 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified copy of this Ordinance.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-___

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 6 in the Village
of Lake in the Hills for the 2019 Tax Year
(Hampton West)**

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, passed Ordinance 1993-94-29 on October 14, 1993, entitled "An Ordinance Proposing the Establishing of Special Service Area Number 6 Within the Village of Lake in the Hills and Providing for a Public Hearing and other Procedures in Connection therewith;" and

WHEREAS, this Special Service Area Ordinance provided that the Village could levy a tax not to exceed .400 percent per annum assessed valuation of Special Service Area Number 6 over property legally described in Section 1 of this Ordinance; and

WHEREAS, a hearing was held on November 18, 1993, after notice of said hearing was published in the *Northwest Herald* on October 30, 1993, and a notice was mailed to all property owners within the proposed boundaries of said Special Service Area; and

WHEREAS, the January 17, 1994 deadline for residents to submit a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the boundaries of the Special Service Area has passed without any petition having been filed with the Village Clerk; and

WHEREAS, Ordinance 1993-94-29 became effective on January 22, 1994.

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 there hereby levied over all the taxable property within Special Service Area Number 6 in the Village of Lake in the Hills the total sum of \$33,400 for the 2019 tax year.

Special Service Area Number 6 for the Village of Lake in the Hills is legally described as follows:

The east half of the Northwest Quarter of Section 26,

Township 43 north, Range 7 east of the Third Principal Meridian, in McHenry County, Illinois; and

The Southeast Quarter of the Southwest Quarter of Section 23, Township 43 north, Range 7 east of the Third Principal Meridian (excepting and reserving therefrom the north 466.7 feet of the east 501.7 feet thereof), in McHenry County, Illinois; and

The north half of the east half of the Southwest Quarter of Section 23, Township 43 north, Range 7 east of the Third Principal Meridian, in McHenry County, Illinois.

Said property is located on the west side of Crystal Lake Road and west and south of Miller Road, contains 154.63" acres and is known as the Town & Country/Hampton West property.

SECTION 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified copy of this Ordinance.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2019-___

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 7 in the Village
of Lake in the Hills for the 2019 Tax Year**

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, passed Ordinance 1993-94-30 on October 14, 1993, entitled "An Ordinance Proposing the Establishment of Special Service Area Number Seven Within the Village of Lake in the Hills and Providing for a Public hearing and Other Procedures in Connection Therewith;" and

WHEREAS, this Special Service Area Ordinance provided that the Village could levy a tax not to exceed .400 percent per annum assessed valuation of Special Service Area Number 7 over property legally described in Section 1 of this Ordinance; and

WHEREAS, a hearing was held on November 18, 1993, after notice of said hearing was published in the *Northwest Herald* on October 30, 1993, and a notice was mailed to all property owners within the proposed boundaries of said Special Service Area; and

WHEREAS, the January 17, 1994 deadline for residents to submit a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the boundaries of the Special Service Area has passed without any petition having been filed with the Village Clerk; and

WHEREAS, Ordinance 1993-94-30 became effective on January 22, 1994.

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 there is hereby levied over all the taxable property within Special Service Area Number 7 in the

Village of Lake in the Hills the total sum of \$2,000 for the 2019 tax year.

Special Service Area Number 7 for the Village of Lake in the Hills is legally described as follows:

That part of the Southeast Quarter of Section 23, Township 43 north, Range 7 east of the Third Principal Meridian, described as follows: beginning at the northwest corner of the property described in McHenry County Recorder of Deed Book 323 of Deeds, page 266, said point being 660.0 feet west of the northeast corner; thence south and west along the north and westerly line of said property described in Book 323 of Deeds, page 266, the following six courses; south 0 degrees 00 minutes west, 660.0 feet; thence south 20 degrees 23 minutes west, 409.6 feet; thence south 63 degrees 09 minutes west, 576.8 feet; thence south 36 degrees 19 minutes west, 219.90 feet; thence north 88 degrees 43 minutes west, 709.50 feet; thence south 0 degrees 20 minutes west, 52.33 feet to the north line of the property described in McHenry County Recorder of Deeds Document No. 934205; thence south 87 degrees 53 minutes, 51 seconds west along the north line thereof, 478.19 feet to the west line of said Southeast Quarter; thence north 0 degrees 24 minutes 51 seconds east along said west line, 565.24 feet; thence south 89 degrees 35 minutes 09 seconds east, 427.05 feet; thence north 0 degrees 24 minutes 51 seconds east parallel to the west line thereof, 510.0 feet; thence north 89 degrees 35 minutes 09 seconds west, 427.05 feet to the west line of said Southeast Quarter; thence north 0 degrees 24 minutes 51 seconds east along said west line, 465.0 feet to the northwest corner of said Southeast Quarter; thence south 89 degrees 52 minutes 00 seconds east along the north line thereof, 1963.88 feet to the point of beginning, in McHenry County, Illinois.

SECTION 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified copy of this Ordinance.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-___

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 8B in the Village
of Lake in the Hills for the 2019 Tax Year
(Crystal Creek, Phase 3)**

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, passed Ordinance 1993-94-51 on February 10, 1994, entitled "An Ordinance Proposing the Establishing of Special Service Area Number 8B Within the Village of Lake in the Hills and Providing for a Public Hearing and other Procedures in Connection therewith;" and

WHEREAS, this Special Service Area Ordinance provided that the Village could levy a tax not to exceed .400 percent per annum assessed valuation of Special Service Area Number 8B over property legally described in Section 1 of this Ordinance; and

WHEREAS, a hearing was held on March 24, 1994, after notice of said hearing was published in the *Northwest Herald* on March 8, 1994, and a notice was mailed to all property owners within the proposed boundaries of said Special Service Area; and

WHEREAS, the May 23, 1994 deadline for residents to submit a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the boundaries of the Special Service Area has passed without any petition having been filed with the Village Clerk; and

WHEREAS, Ordinance 1993-94-51 became effective on April 16, 1994.

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 there is hereby levied over all the taxable property within Special Service Area Number 8B in the Village of Lake in the Hills the total sum of \$1,300 for the 2019 tax year.

Special Service Area Number 8B for the Village of Lake in the Hills is legally described as follows:

Crystal Creek Phase 3 being a subdivision of part of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, McHenry County, Illinois.

Said property is located west of Pyott Road and Phases 1 and 22 of Crystal Creek Subdivision, north of Willow Street and south of Crystal Creek Commons and is commonly known as Crystal Creek Subdivision, Phase 3.

SECTION 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified copy of this Ordinance.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-_____

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 8C in the Village
of Lake in the Hills for the 2019 Tax Year
(Crystal Commons, Prairie Point, Larsen Office Park)**

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, passed Ordinance 1993-94-52 on February 10, 1994, entitled "An Ordinance Proposing the Establishing of Special Service Area Number 8C Within the Village of Lake in the Hills and Providing for a Public Hearing and other Procedures in Connection therewith;" and

WHEREAS, this Special Service Area Ordinance provided that the Village could levy a tax not to exceed .400 percent per annum assessed valuation of Special Service Area Number 8C over property legally described in Section 1 of this Ordinance; and

WHEREAS, a hearing was held on March 24, 1994, after notice of said hearing was published in the *Northwest Herald* on March 8, 1994, and a notice was mailed to all property owners within the proposed boundaries of said Special Service Area; and

WHEREAS, the May 23, 1994 deadline for residents to submit a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the boundaries of the Special Service Area has passed without any petition having been filed with the Village Clerk; and

WHEREAS, Ordinance 1993-94-52 became effective on April 16, 1994.

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 there is hereby levied over all the taxable property within Special Service Area Number 8C in the Village of Lake in the Hills the total sum of \$700 for the 2019 tax year.

Special Service Area Number 8C for the Village of Lake in the Hills is legally described as follows:

That part of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, McHenry County, Illinois, described as follows: commencing at the southeast corner of the north 900.00 feet of the west 800.00 feet of the Southwest Quarter of said Section 21, said point also being a point on a curve concave to the northwest, with a radius of 350.00 feet, and on the northerly right-of-way of Oak Street; thence north 64 degrees 02 minutes 55 seconds east, 296.51 feet along the chord of said curve to the point of tangency; thence northeasterly on said tangent section of said northerly right-of-way a distance of 16.34 feet to the easterly line of Crystal Creek Subdivision; thence southeasterly along said easterly line of Crystal Creek Subdivision, a distance of 80.69 feet to the point of beginning; thence continuing southeasterly along said easterly line of Crystal Creek Subdivision, a distance of 319.31 feet; thence southeasterly along the said easterly line, being an extension of the easterly line of Crystal Creek Phase 1, recorded July 27, 1990, as Document No. 90R27513, a distance of 680.00 feet; thence southeasterly along said easterly boundary of Crystal Creek Phase 1, a distance of 180.67 feet; thence easterly along the northerly boundary of Crystal Creek Phase 1, a distance of 65.00 feet; thence northerly, 434.12 feet at right angles to the said northerly line; thence northwesterly 632.04 feet parallel with the former southeasterly course of 680.00 feet; thence northwesterly at right angles to the aforementioned northerly right-of-way, a distance of 316.22 feet; thence southwesterly parallel to said right-of-way, a distance of 301.23 feet to the point of beginning, containing 7.933 acres, more or less, in McHenry County, Illinois; and That part of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, McHenry County, Illinois, described as follows: commencing at the northeast corner of the north 900.00 feet of the west 800.00 feet of the Southwest Quarter of said Section 21; thence northerly along the prolongation of the east line of the aforementioned north 900.00 feet of the west 800.00 feet of the Southwest Quarter of Section 21, a distance of 389.79 feet; thence easterly at right angles to aforementioned east line a distance of 105.56 feet to the point of beginning of this description; thence northerly a distance of 436.20 feet along a line parallel with the west line of the Northwest Quarter of Section 21, said line being parallel with aforementioned east line of the west 800.00 feet of the Southwest Quarter; thence easterly along a line parallel with the north line of the Southwest Quarter of Section 21, a distance of 1030.05 feet, to the westerly right-of-way of Pyott Road;

thence southeasterly along said west right-of-way a distance of 470.36 feet to a point of curvature to the right and having a radius of 5926.28 feet; thence southeasterly along said west right-of-way an arc distance of 60.00 feet; thence southwesterly at right angles to the northerly tangent of the westerly right-of-way of Pyott Road along the northerly right-of-way of Oak Street, a distance of 185.19 feet of a point of curvature to the left having a radius of 400.00 feet; thence southwesterly along the arc a distance of 186.62 feet to the point of tangency; thence southwesterly along the said tangent, a distance of 1193.04 feet; thence northerly along a line parallel with the west line of the Southwest Quarter of Section 21, a distance of 1161.67 feet; thence westerly at right angles to previous line 161.84 feet to the point of beginning; and That part of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, McHenry County, Illinois, described as follows: commencing at the southeast corner of the north 900.00 feet of the west 800.00 feet of the Southwest Quarter of said Section 21, said point also being a point on a curve concave to the northwest, with a radius of 350.00 feet, and on the northerly right-of-way of Oak Street; thence north 64 degrees 02 minutes 55 seconds east, 296.51 feet along the chord of said curve to the point of tangency; thence northeasterly on said tangent section of said northerly right-of-way a distance of 16.34 feet to the easterly line of Crystal Creek Subdivision; thence southeasterly along said easterly line, a distance of 80.69 feet to the southerly right-of-way line of Oak Street; thence northeasterly parallel to said right-of-way 301.23 feet to the point of beginning of this description; thence continuing northeasterly parallel to said right-of-way, 902.33 feet to the point of curvature to the right having a radius of 320.00 feet; thence along said curve, an arc distance of 149.30 feet to the point of tangency; thence northeasterly along said tangent, a distance of 183.84 feet to a point on the westerly right-of-way of Pyott Road, being a curve concave to the southwest with a radius of 5926.28 feet; thence southeasterly along said westerly right-of-way an arc distance of 454.74 feet to the point of tangency; thence along the westerly right-of-way of Pyott Road, a distance of 145.45 feet; thence southwesterly at right angles to said westerly right-of-way 130.00 feet to a point on curve concave to the southeast with a radius of 410.00 feet; thence along the arc of said curve 801.79 feet to a point on curve, the chord of said curve is 680.00 feet and deflects 17 degrees 53 minutes 01 minutes left from previous course; thence southwesterly 154.65 feet along a line that deflects 14 degrees 18 minutes 47 seconds right from aforementioned chord; thence northwesterly 316.22 feet at right angles to the right-of-way

to the point of beginning, containing 10.199 acres, more or less, all in McHenry County, Illinois; and

That part of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, McHenry County, Illinois, described as follows: commencing at the northeast corner of the north 900.00 feet of the west 800.00 feet of the Southwest Quarter of said Section 21, thence westerly along the north line of the Southwest Quarter of Section 21, a distance of 333.95 feet; thence northerly along a line parallel with the west line of the Northwest Quarter of Section 21, a distance of 392.88 feet to the point of beginning; thence northerly along said parallel line, a distance of 432.12 feet; thence easterly along a line parallel to the north line of the Southwest Quarter, Section 21, a distance of 439.52 feet; thence southerly along a line parallel to aforesaid west line of the Northwest Quarter of Section 21, a distance of 436.20 feet; thence westerly at right angles to aforesaid west line a distance of 439.50 feet to the point of beginning, containing 4.380 acres, more or less, all in McHenry County, Illinois; and

That part of the Southwest Quarter of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, lying westerly of the center line of Pyott Road and further described as following: commencing at the southeast corner of the west 836.47 feet of the said Southwest Quarter; thence north 01 degrees 02 minutes 00 seconds east, 632.32 feet; thence north 66 degrees 57 minutes 06 seconds east, 196.20 feet to the true point of beginning thence north 38 degrees 37 minutes 13 seconds west, 213.18 feet; thence north 42 degrees 19 minutes 49 seconds west, 171.90 feet; thence north 30 degrees 17 minutes 23 seconds west, 579.23 feet; thence north 09 degrees 01 minutes 54 seconds west, 154.87 feet; thence north 89 degrees 06 minutes 55 seconds west, 50.00 feet; thence south 00 degrees 53 minutes 25 seconds east, 142.01 feet; thence south 30 degrees 17 minutes 23 seconds east, 600.02 feet; thence south 38 degrees 37 minutes 13 seconds east, 95.21 feet; thence south 42 degrees 56 minutes 13 seconds east, 214.05 feet; thence south 12 degrees 22 minutes 22 seconds west, 12.37 feet; thence south 66 degrees 77 minutes 47 seconds west, 22.25 feet to the point of beginning, all in McHenry County, Illinois; also That part of the Southwest Quarter of Section 21, Township 43 north, Range 8, east of the Third Principal Meridian, lying westerly of the center line of Pyott Road and further described as follows: commencing at the southeast corner of the west 836.47 feet of the said Southwest Quarter; thence north 01 degrees 02 minutes 00 seconds east, 632.32 feet; thence north 48 degrees 00 minutes 00 second west, 67.09 feet to the true

point of beginning; thence south 84 degrees 49 minutes 00 seconds west, 60.00 feet; thence south 27 degrees 20 minutes 00 seconds east, 90.00 feet; thence north 63 degrees 00 minutes 00 seconds west, 139.00 feet; thence north 49 degrees 11 minutes 22 seconds west, 30.00 feet; thence north 15 degrees 30 minutes 00 seconds east, 100.00 feet; thence north 50 degrees 10 minutes 00 seconds west, 70.00 feet; thence north 71 degrees 34 minutes 00 seconds west, 80.00 feet; thence north 15 degrees 00 minutes 00 seconds west, 288.35 feet; thence north 60 degrees 00 minutes 00 seconds west, 110.00 feet; thence north 79 degrees 59 minutes 22 seconds east, 78.08 feet; thence south 26 degrees 53 minutes 41 seconds east, 215.53 feet; thence south 68 degrees 24 minutes 11 seconds east, 255.29 feet; thence south 06 degrees 36 minutes 37 seconds east, 226.25 feet to the point of beginning, all in McHenry County, Illinois; also

That part of the Southwest Quarter of Section 21, Township 43 north, Range 8, east of the Third Principal Meridian, lying westerly of the center line of Pyott Road and further described as follows: commencing at the southeast corner of the west 836.47 feet of the said Southwest Quarter; thence north 01 degrees 02 minutes 00 seconds east, 632.32 feet to the true point of beginning; thence north 48 degrees 00 minutes 00 seconds west, 67.09 feet; thence north 06 degrees 36 minutes 37 seconds west, 226.25 feet; thence north 68 degrees 24 minutes 11 seconds west, 255.29 feet; thence north 26 degrees 53 minutes 41 seconds west, 215.53 feet; thence north 15 degrees 00 minutes 00 seconds west, 35.65 feet; thence north 42 degrees 00 minutes 00 seconds west, 100.00 feet; thence north 45 degrees 10 minutes 01 seconds east, 93.15 feet; thence north 03 degrees 54 minutes 38 seconds west, 353.32 feet; thence north 89 degrees 06 minutes 35 seconds east, 50.63 feet; thence south 09 degrees 01 minutes 54 seconds east, 215.48 feet; thence south 59 degrees 42 minutes 37 seconds west, 25.00 feet; thence south 18 degrees 05 minutes 45 seconds east, 473.44 feet; thence south 54 degrees 12 minutes 46 seconds east, 215.44 feet; thence south 26 degrees 05 minutes 02 seconds east, 283.60 feet; thence south 66 degrees 57 minutes 06 seconds west, 70.01 feet to the point of beginning, all in McHenry County, Illinois; also That part of the Southwest Quarter of Section 21, Township 43 north, Range 8, east of the Third Principal Meridian, lying westerly of the center line of Pyott Road and further described as follows: commencing at the southeast corner of the west 836.47 feet of the said Southwest Quarter; thence north 01 degrees 02 minutes 00 seconds east, 632.32 feet; thence north 66 degrees 57 minutes 06 seconds east, 70.01 feet to the true point of beginning; thence north 26 degrees 05 minutes 02 seconds

west, 283.60 feet; thence north 54 degrees 12 minutes 46 seconds west, 215.44 feet; thence north 18 degrees 05 minutes 45 seconds west, 473.44 feet; thence north 59 degrees 42 minutes 37 seconds east, 40.00 feet; thence south 30 degrees 17 minutes 23 seconds east, 605.04 feet; thence south 38 degrees 37 minutes 13 seconds east, 357.15 feet; thence south 66 degrees 57 minutes 06 seconds west, 126.19 feet to the point of beginning, all in McHenry County, Illinois; also

Said property is located west of Pyott Road, north of Crystal Creek Subdivision and south of Barbara Key Park and is commonly known as Crystal Commons, Prairie Point and Larsen Office Park.

SECTION 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified copy of this Ordinance.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-_____

An Ordinance Establishing a Tax Levy for
Special Service Area Number 15 in the
Village of Lake in the Hills for the 2019 Tax Year
(Cheswick Place Development)

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, passed Ordinance 2005-1 on January 13, 2005 entitled "An Ordinance Ratifying the Establishment of Special Service Area Number 15 Within the Village of Lake in the Hills for Property Commonly Known as the Cheswick Place Development;" and

WHEREAS, this Special Service Area Ordinance provided that the Village could levy a tax not to exceed .400 percent per annum assessed valuation of Special Service Area Number 15 over property legally described in Section 1 of this Ordinance; and

WHEREAS, a hearing was held on November 11, 2004 after notice of said hearing was published in the *Northwest Herald* on October 22, 2004 and a notice was mailed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed boundaries of said Special Service Area; and

WHEREAS, the January 10, 2005 deadline for residents to submit a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the boundaries of the Special Service Area has passed without any petition having been filed with the Village Clerk; and

WHEREAS, the President and Board of Trustees at their meeting of January 13, 2005, declared the Ordinance as having been approved.

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 there is hereby levied over all the taxable property within Special Service Area Number 15 in the Village of Lake in the Hills the total sum of \$20,500 for the 2019 tax year.

Special Service Area Number 15 for the Village of Lake in the Hills is legally described as follows:

That part of the Southeast quarter of Section 14, Township 43 North, Range 7 East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of said Section 14; thence South 89 degrees 38 minutes 37 seconds West along the South line of said Southeast quarter, 1307.38 feet to the Southwest corner of the East half of said Southeast quarter; thence North 00 degrees 17 minutes 00 seconds West along the West line of said East half of the Southeast quarter of Section 14, a distance of 2,637.50 feet to the Northwest corner of the East half of said Southeast quarter; thence North 89 degrees 48 minutes 29 seconds East along the North line of said Southeast Quarter of Section 14, a distance of 791.51 feet; thence South 00 degrees 50 minutes 29 seconds East, 350.34 feet; thence North 89 degrees 09 minutes 31 seconds East, 306.74 feet; thence North 00 degrees 50 minutes 29 seconds West, 186.87; thence North 89 degrees 09 minutes 31 seconds East, 212.29 feet to the East line of said Southeast quarter of Section 14; thence South 00 degrees 10 minutes 33 seconds East along said East line, 2,476.17 feet to the point of beginning, in McHenry County, Illinois.

The Area is commonly known as the Cheswick Place development consisting of 76 acres and is located along the south side of Ackman Road and 1,300 feet east of Lakewood Road; and

Section 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified copy of this ordinance.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-__

An Ordinance Establishing a Tax Levy for
Special Service Area Number 51 in the
Village of Lake in the Hills for the 2019 Tax Year
(Construction & Installation of potable water distribution)

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, passed Ordinance 2019-33 on August 22, 2019 entitled "An Ordinance Ratifying the Establishment of Special Service Area Number 51 Within, as well as Outside of, the Village of Lake in the Hills"; and

WHEREAS, this Special Service Area Ordinance provided that the Village could levy a tax for each "taxable parcels" as identified in exhibit 1 of ordinance 2019-33 within the proposed Special Service Area 51 at a flat rate not to exceed \$2,891 on an annual basis of Special Service Area Number 51 over property legally described in Section 1 of this Ordinance; and

WHEREAS, a hearing was held on June 11, 2019 after notice of said hearing was published in the *Northwest Herald* on May 10, 2019 and a notice was mailed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed boundaries of said Special Service Area; and

WHEREAS, the August 9, 2019 deadline for residents to submit a petition signed by at least 51 percent of the electors residing within the Special Service Area and by at least 51 percent of the owners of record of the land included within the boundaries of the Special Service Area has passed without any petition having been filed with the Village Clerk; and

WHEREAS, the President and Board of Trustees at their meeting of August 22, 2019, declared the Ordinance as having been approved.

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 there is hereby levied over taxable parcels #1 through #66, as defined below, at a flat rate of \$1,142 within Special Service Area Number 51 for the total sum of \$75,372 for the 2019 tax year. That there is hereby levied over taxable parcel #67, as defined below, at the flat rate of \$0 within Special Service Area Number 51 for the total sum of \$0 for the 2019 tax year:

Taxable Parcels by Parcel Number	Site Address
1. 19-28-326-001, 19-28-326-002	705 Scotty Avenue, Algonquin, IL 60102
2. 19-28-327-015, 19-28-327-014	815 Dennis Avenue, Lake in the Hills, IL 60156
3. 19-28-334-002	902 Nevin Street, Algonquin, IL 60102
4. 19-28-405-024	1111 Isabel Street, Algonquin, IL 60102
5. 19-28-405-019	1113 Isabel Street, Algonquin, IL 60102
6. 19-28-405-009	1117 Isabel Drive, Algonquin, IL 60102
7. 19-28-329-001	10514 Dennis Avenue, Algonquin, IL 60102
8. 19-28-329-011, 19-28-329-012, 19-28-329-003	905 Craig Street, Algonquin, IL 60102
9. 19-28-329-018	901 Craig Street, Algonquin, IL 60102
10. 19-28-327-001	704 Scotty Avenue, Algonquin, IL 60102
11. 19-28-327-002	804 Rosemarie Street, Algonquin, IL 60102
12. 19-28-327-003, 19-28-327-011	806 Rosemarie Street, Algonquin, IL 60102
13. 19-28-327-007, 19-28-327-006	814 Rosemarie Street, Algonquin, IL 60102
14. 19-28-327-016	10516 Scott Avenue, Algonquin, IL 60102
15. 19-28-330-006, 19-28-330-007	5708 Roger Street, Lake in the Hills, IL 60156
16. 19-28-330-008, 19-28-330-009, 19-28-330-010	809 Roger Street, Algonquin, IL 60102
17. 19-28-331-001, 19-28-331-002	901 Roger Street, Algonquin, IL 60102
18. 19-28-329-016	1114 Ethel Street, Algonquin, IL 60102
19. 19-28-334-012, 19-28-334-015, 19-28-334-013, 19-28-334-014	904 Roger Street, Algonquin, IL 60102
20. 19-28-334-001	900 Roger Street, Algonquin, IL 60102
21. 19-28-334-003	10904 Nevin Street, Algonquin, IL 60102
22. 19-28-334-004, 19-28-334-005	908 Nevin Street, Algonquin, IL 60102
23. 19-28-334-006	910 Nevin Avenue, Algonquin, IL 60102
24. 19-28-334-007	10714 Nevin Avenue, Lake in the Hills, IL 60156
25. 19-28-334-008	10716 Nevin Avenue, Algonquin, IL 60102
26. 19-28-333-001, 19-28-333-002	702 Roger Street, Algonquin, IL 60102
27. 19-28-333-009	10701 Nevin Street, Algonquin, IL 60102
28. 19-28-333-010	5703 Nevin Street, Algonquin, IL 60102
29. 19-28-333-003, 19-28-333-011, 19-28-333-004	10706 Willy Avenue, Algonquin, IL 60102
30. 19-28-333-006	10712 Willy Avenue, Algonquin, IL 60102
31. 19-28-333-017	10714 Willy Avenue, Algonquin, IL 60102
32. 19-28-333-015, 19-28-333-014, 19-28-333-016	813 Nevin Avenue, Lake in the Hills, IL 60156
33. 19-28-332-002, 19-28-332-003	10703 Willy Avenue, Algonquin, IL 60102
34. 19-28-332-007, 19-28-332-006,	10711 Willy Avenue, Lake in the Hills, IL 60102

Taxable Parcels by Parcel Number

19-28-332-005, 19-28-332-004

	Site Address
35. 19-28-405-008	1115 Isabel Drive, Algonquin, IL 60102
36. 19-28-332-008, 19-28-332-009	10715 Willy Avenue, Algonquin, IL 60102
37. 19-28-180-002	1301 W. Algonquin Road, Algonquin, IL 60102
38. 19-28-327-004, 19-28-327-013, 19-28-327-005, 19-28-327-012	808 Rosemarie Street, Algonquin, IL 60102
39. 19-28-181-006	1207 W. Algonquin Road, Algonquin, IL 60102
40. 19-28-330-002, 19-28-330-001, 19-28-330-003, 19-28-330-004	701 Roger Street, Algonquin, IL 60102
41. 19-28-333-013	809 Nevin Street, Lake in the Hills, IL 60156
42. 19-28-333-012	807 Nevin Street, Algonquin, IL 60102
43. 19-28-332-010, 19-28-332-012, 19-28-332-011	10800 Willy Avenue, Algonquin, IL 60102
44. 19-28-403-001, 19-28-403-005, 19-28-403-002	1001 Ethel Avenue, Algonquin, IL 60102
45. 19-28-332-017	5713 Joan Street, Lake in the Hills, IL 60102
46. 19-28-403-003, 19-28-403-004	1005 Ethel Street, Algonquin, IL 60102
47. 19-28-334-010	10720 Nevin Street, Algonquin, IL 60102
48. 19-28-403-006	1104 Isabel Drive, Algonquin, IL 60102
49. 19-28-405-022	1101 Isabel Drive, Algonquin, IL 60102
50. 19-28-405-023	1103 Isabel Drive, Algonquin, IL 60102
51. 19-28-405-004, 19-28-405-021	1107 Isabel Drive, Algonquin, IL 60102
52. 19-28-403-013, 19-28-403-011	1108 Isabel Drive, Algonquin, IL 60102
53. 19-28-180-003	703 Scotty Avenue, Algonquin, IL 60102
54. 19-28-334-011	902 Roger Street, Algonquin, IL 60102
55. 19-28-334-009	10718 Nevin Street, Algonquin, IL 60102
56. 19-28-332-001	10701 Willy Avenue, Algonquin, IL 60102
57. 19-28-182-007	1201 W. Algonquin Road, Algonquin, IL 60102
58. 19-28-182-008	1129 W. Algonquin Road, Algonquin, IL 60102
59. 19-28-404-010	1075 W. Algonquin Road, Algonquin, IL 60102
60. 19-28-404-015	1045 W. Algonquin Road, Algonquin, IL 60102
61. 19-28-182-003	1127 W. Algonquin Road, Algonquin, IL 60102
62. 19-28-182-005, 19-28-182-004	1123 E. Algonquin Road, Algonquin, IL 60102
63. 19-28-401-001, 19-28-401-002	1111-1117 W. Algonquin Road, Algonquin, IL 60102
64. 19-28-404-016	1065 W. Algonquin Road, Algonquin, IL 60102
65. 19-28-181-004, 19-28-181-003	1211 E. Algonquin Road, Algonquin, IL 60102
66. 19-28-181-002	1217 W. Algonquin Road, Algonquin, IL 60102
67. 19-28-401-003	1101 W. Algonquin Road, Lake in the Hills, IL 60156

Special Service Area Number 51 for the Village of Lake in the Hills is legally described as follows:

That part of Lake in the Hills Estates Unit 12, being a subdivision of part of the South half of Section 28, Township 43 North, Range 8 East of the Third Principal

Meridian, according to the plat thereof recorded April 4, 1953 as Document No. 264707, in McHenry County, described as follows: Beginning at the Northwest corner of Lot 2 in Block 1 in said Lake in the Hills Estates Unit 12; thence Southerly along the West line of said Lot 2 to the Southwest corner thereof, said point being on the North line of Lot 3 in Block 1 in said Lake in the Hills Estates Unit 12; thence Westerly along said Northerly line to the Westerly line of said Block 1; thence Southerly along said Westerly line and also the Westerly lines of Blocks 10, 15 and 16 and the Westerly lines of Craig Street and Roger Street in said Lake in the Hills Estates Unit 12, to the Southwest corner of Lot 1 in said Block 16; thence Easterly along the Southerly line of said Block 16 to the Southeast corner of Lot 8 in said Block 16; thence Northerly along the Easterly line of said Blocks 16 and 13 in said Lake in the Hills Estates Unit 12 to the Southwest corner of Lot 1 in Block 12 in said Lake in the Hills Estates Unit 12; thence Easterly along the Southerly line of said Blocks 12 and 7 and the Southerly line of a drainage easement per said Lake in the Hills Estates Unit 12, to a bend point in the Southerly line of Lot 9 in said Block 7; thence Southeasterly along the Southwesterly line of Blocks 7, 6 and 5 and the Southwesterly lines of Ethel Avenue and Isabel Avenue in said Lake in the Hills Estates Unit 12 to the Southeast corner of Lot 9 in said Block 5; thence Northeasterly along the Southeasterly line of said Blocks 5 and 4 and the Southeasterly line of vacated Rosemarie Street in said Lake in the Hills Estates Unit 12 to the Northeast corner of Lot 3 in said Block 4, said point being on the Southwesterly line of W. Algonquin Road as shown on said Lake in the Hills Estates Unit 12; Thence Northwesterly along said Southwesterly line and the Northerly line of said Lake in the Hills Estates Unit 12 to the Point of Beginning, EXCEPTING therefrom all of Lot 5 in Block 3 in said Lake in the Hills Estates Unit 12, all in McHenry County, Illinois.

The Area is located south and west of West Algonquin Road and includes parcels on both sides of Scotty Avenue, Rosemarie Street, Dennis Avenue, Craig Street, Roger Street, Willy Avenue, Joan Street, Nevin Avenue, Ethel Avenue, Marie Avenue and Isabel Avenue.

Section 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly certified copy of this ordinance.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

PUBLISHED: _____



REQUEST FOR BOARD ACTION

MEETING DATE: December 10, 2019

DEPARTMENT: Finance

SUBJECT: IGA for Northern Illinois Purchasing Cooperative

EXECUTIVE SUMMARY

In 2006 the Village entered into an intergovernmental agreement with multiple local government entities creating the Northern Illinois Government Energy Cooperative, NIGEC. The main focus of this group was to for the economic benefit of aggregated electrical power purchases. In 2015 the same group of government entities retitled to Northern Illinois Purchasing Cooperative, NIPC. The purpose of retitling was to expand the group's cooperative purchasing efforts to other goods outside of electric suppliers.

The new IGA is largely similar to the agreement entered into in 2014. The only changes to the agreement are;

- Removal of an exchange agreement with World Energy Solutions for energy and related solution purchases
- The term of the agreement entered on February 1, 2020 for a five year term, expiring January 30, 2025
- Update the Village of Lake in the Hills President to Russ Ruzanski

FINANCIAL IMPACT

None.

ATTACHMENTS

1. 2020-2025 Northern Illinois Purchasing Cooperative IGA

RECOMMENDED MOTION

Motion to approve the agreement between Lake in the Hills and the Northern Illinois Purchasing Cooperative

**NORTHERN ILLINOIS PURCHASING COOPERATIVE ("NIPC")
2020 INTERGOVERNMENTAL AGREEMENT
FOR THE PURCHASE OF POWER SUPPLIES
AND OTHER GOODS AND SERVICES**

This Intergovernmental Agreement ("Agreement") is entered into between the signatory parties below, all Illinois municipal corporations or other governmental entities, (collectively, "Members") for purposes of renewing and revising the 2014 Intergovernmental Agreement for the Northern Illinois Purchasing Cooperative ("NIPC"). It is explicitly contemplated that additional local governmental entities may join this Agreement at a later date on the same terms as the signatory parties, with the permission of the Administrator, as defined below, and without additional approval from the original contracting Members. This Agreement shall be binding on any signatories.

WHEREAS, the Members have agreed that there may be economies of scale, reduced administrative costs and improved commodity prices by purchasing goods and services, electricity and other power supplies as a group; and

WHEREAS, in order to obtain these economies, several municipalities previously joined together to create the Northern Illinois Governmental Energy Cooperative ("NIGEC") and continued that cooperation through a previous intergovernmental agreement ("IGA") for NIPC and several of those municipalities wish to continue that association by renewing and revising the NIPC IGA; and

WHEREAS, such cooperation is one of the purposes of the Intergovernmental Cooperation Agreement Act ("Act") (5 ILCS 220/1 *et seq.*); and

WHEREAS, this Agreement satisfies the requirements of that Act and of the Illinois State Constitution provisions authorizing Intergovernmental Agreements (Article 7, Section 10).

NOW, THEREFORE, the Members agree as follows:

1. **PURPOSE.** To cooperate to negotiate economical purchase agreements for goods and services as well as for power purchase agreements ("Purchase Agreements") all as directed by the Governing Board (as that term is defined below).

2. **GOVERNANCE.** The NIPC membership shall be governed by one representative of each Member (the "Governing Board"). Each Member shall have one vote, and unless otherwise specifically provided for elsewhere in this Agreement, the Governing Board shall require a majority vote for any binding decisions. All votes by the membership may be taken by telephone, e-mail or other electronic or digital communication.

3. **ADMINISTRATION.**

a. The NIPC membership agrees to place administrative responsibility for its operations, including approval of any new members, with the Director of the McHenry County Council of Governments ("MCCG") (the "Administrator"), who will report to the Governing Board on administrative matters. By a majority vote, the NIPC Governing Board shall agree upon an appropriate level of compensation to MCCG (or any subsequent Administrator) for these administrative services.

b. The Governing Board may elect a new Administrator at any time by a majority vote.

4. **SOLICITING AND SELECTING SUPPLIERS.**

a. **Solicitation.**

i. NIPC shall seek to obtain supplies that are competitively priced or that are supplied on terms that are in the best interests of the Affected Members (as that term is defined in Section 4.a.ii below). To meet this goal NIPC may rely upon a variety of methodologies including using a Request for Proposal solicitation, by the use of an on-line auction format or by using such other methodology as the Affected Members determine are appropriate and consistent with applicable law.

ii. The Administrator is responsible for ensuring that each Member is on notice of each new bidding opportunity. Each NIPC Member may choose, prior to the issuance of any bid request or other solicitation for purchase, whether or not to participate in the specific bid request. Those members who participate in each bid request shall be referred to as the "Affected Members". In cases where less than the full NIPC membership is participating in a bid request or solicitation for purchase, then only the Affected Members and not the entire Governing Board shall be permitted to vote on that particular bid

request or solicitation.

1) The Administrator may require Members to indicate whether they intend to participate in any specific bid solicitation or purchasing effort and may require that the Members give written notice to the Administrator of their intent to withdraw from participation, provided that no withdrawal from participation shall be permitted if a solicitation is outstanding at the time of such withdrawal notice or if bids already have been received and are being considered or negotiated by NIPC.

2) If a Member has not provided notice of withdrawal from a specific bid when so required by the Administrator and if the Member has been included in any bid solicitation announcement or process, then the Member must complete and execute any related Purchase Agreement that is ultimately approved by the Affected Members. Such Member also shall be counted in any tally of Affected Members for purposes of calculating the number of votes required for approval of any matter related to a specific purchase initiative. However, the Administrator shall have discretion to permit withdrawal of that member if, in the sole determination of the Administrator, such withdrawal will not affect the price or terms offered to the balance of the Affected Members.

3) This limitation on withdrawal is imposed in order to ensure that the Affected Members benefit from any bulk purchasing advantages resulting from guaranteeing to supply bidders a defined customer base because this has an impact on the bid prices for supplies.

iii. For each bid solicitation, in the discretion of the Administrator, bidding may exclude accounts that are not likely to offer significant financial advantages to members. This includes, but is not limited to, situations in which bidding some or all of the electric power accounts of some members will not offer significant financial advantages over Commonwealth Edison rates or other existing or potential rates, such as for instance accounts for street lights and any franchise accounts.

iv. NIPC may waive bidding or solicitation for a non-public works purchase by a two-thirds vote of the Affected Members provided that the Affected Members determine that this will result in a competitive price or that such waiver is in the best interests of the Affected Members. Such

bid-waiver option shall include, but not be limited to, the extension of existing agreements without additional solicitation or bidding.

v. By approving this Agreement, all Members agree that this process shall apply to all purchasing by NIPC and any Member regulations governing purchasing to the contrary are hereby waived for purchases made through NIPC. Nothing in this Agreement is intended to waive any applicable Illinois law .

b. Selection and Execution of Agreements.

i. The Administrator may negotiate the terms for any Purchase Agreement in preparation for consideration by the Affected Members.

ii. Each Affected Member shall be given one vote for purposes of determining whether to enter into a specific Purchase Agreement.

iii. A majority vote of the Affected Members shall be required to authorize entry into any specific Purchase Agreement except in cases subject to Section 4(a)(iv) of this agreement involving waiver of bids or solicitation when a two-thirds vote of the Affected Members shall be required to authorize entry into a Purchase Agreement.

iv. All Affected Members agree to be bound by the vote of the Affected Members in favor of entering into a specific Purchase Agreement.

v. Following approval of a Purchase Agreement as required by this Section, the Administrator may verbally commit the Affected Members to accept the Purchase Agreement, and each Affected Member agrees to execute a Purchase Agreement binding their respective unit of government within the time period approved by the Administrator. The Members acknowledge that the rapidly shifting commodity price nature of many goods and some services, including but not limited to prices in the power market, necessitates this structure, and that by approving this Agreement, they are authorizing any of the following representatives of the Members to execute the Purchase Agreement:

- 1) President or Mayor

- 2) Board Member or Council Members designated by the President or Mayor
- 3) Manager or Chief Administrator
- 4) Authorized Staff Person designated by Manager, Chief Administrator, President or Mayor

5. **USE OF CONSULTANTS BY NIPC.** By a majority vote of the membership, NIPC, through the Administrator, may negotiate with and retain a consultant or advisor who may coordinate the purchasing process on behalf of NIPC and its Members. Any agreement between NIPC and any such consultant must be approved by a majority vote of the Governing Board.

6. **MEMBER COOPERATION REQUIRED.** The NIPC membership agrees to provide the necessary information required to develop bid specifications or to identify electric power supply opportunities or goods and services in a timely manner in response to any request being made by the Administrator or Consultant. Failure to provide this information in a timely manner may result in exclusion from a particular Purchase Agreement or bid for such Purchase Agreement at the discretion of the Administrator.

7. **ALLOCATION OF NIPC COSTS.** The NIPC membership agrees to share all costs associated with the Administration of this Agreement, which costs shall be allocated among them by the Administrator based on the number of Affected Members participating in a specific matter.

8. **LEGAL REPRESENTATION.** By executing this Agreement, each Member hereby waives any conflict of interest, permitting the law firm of Zukowski, Rogers, Flood & McArdle ("ZRFM") to represent them individually as well as serving as counsel to NIPC. This representation may be changed by a majority vote of the Governing Board.

9. **AGREEMENT REPLACES EARLIER NIPCAGREEMENT.** By executing this Agreement, a Member that belonged to any previous Agreement governing NIPC agrees, instead, to be bound by the terms of this Agreement effective February 1, 2020..

10. **TERM.** This Agreement will be effective commencing on February 1, 2020 . The Members agree to be bound by this Intergovernmental Agreement through January 30, 2025 regardless of

the date any individual Member initially approved the Agreement.

11. INDEMNIFICATION.

a. To the extent permitted by law, each Member hereby agrees to indemnify, hold harmless, and defend any other Member from and against any and all losses, claims, expenses and damages (including reasonable attorney's fees) made against or incurred by the other Member for any actions taken or failures to act by the indemnifying Member in connection with or arising out of this Agreement, to the extent that such claims were caused by actions, or failures to act, of the indemnifying Member.

b. To the extent permitted by law, each Member agrees to indemnify, hold harmless, and defend the Administrator and any of its officers, employees or agents from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the Administrator or any of the Administrator's officers, employees and agents for actions taken or failures to act under this Agreement in its role as Administrator except to the extent such actions or failures to act were willful and wanton.

12. COUNTERPARTS. This Agreement may be executed by all of the parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

[SIGNATURE PAGES FOLLOW]

<p>VILLAGE OF ALGONQUIN</p> <p>By _____ John C. Schmitt, President</p> <p>DATE: _____, 2019</p>	<p>ATTEST:</p> <p>_____</p> <p>Gerald S. Kautz, Clerk</p>
<p>CITY OF GENOA</p> <p>By _____ Mark Vicary, Mayor</p> <p>DATE: _____, 2019</p>	<p>ATTEST:</p> <p>_____</p> <p>Kim Winker, Clerk</p>
<p>VILLAGE OF HAMPSHIRE</p> <p>By _____ Jeffrey Magnussen, President</p> <p>DATE: _____, 2019</p>	<p>ATTEST:</p> <p>_____</p> <p>Linda R. Vasquez, Clerk</p>
<p>VILLAGE OF HUNTLEY</p> <p>By _____ Charles Sass, Mayor</p> <p>DATE: _____, 2019</p>	<p>ATTEST:</p> <p>_____</p> <p>Rita McMahon, Clerk</p>
<p>VILLAGE OF JOHNSBURG</p> <p>By _____ Edwin P. Hettermann, President</p> <p>DATE: _____, 2019</p>	<p>ATTEST:</p> <p>_____</p> <p>Claudett E. Peters, Clerk</p>
<p>VILLAGE OF LAKE IN THE HILLS</p> <p>By _____ Russ Ruzanski, President</p> <p>DATE: _____, 2019</p>	<p>ATTEST:</p> <p>_____</p> <p>Cecilia Carman, Clerk</p>
<p>VILLAGE OF LAKEWOOD</p>	<p>ATTEST:</p>

<p>By _____ Phil Stephan, President</p> <p>DATE: _____, 2019</p>	<p>_____</p> <p>Janice S. Hansen, Clerk</p>
<p>CITY OF McHENRY</p> <p>By _____ Wayne S. Jett, President</p> <p>DATE: _____, 2019</p>	<p>ATTEST:</p> <p>_____</p> <p>Trisha Ramel, Clerk</p>
<p>VILLAGE OF RICHMOND</p> <p>By _____ Craig Kunz, President</p> <p>DATE: _____, 2019</p>	<p>ATTEST:</p> <p>_____</p> <p>Karla L. Thomas, Clerk</p>
<p>VILLAGE OF SPRING GROVE</p> <p>By _____ Mark Eisenberg, President</p> <p>DATE: _____, 2019</p>	<p>ATTEST:</p> <p>_____</p> <p>Judy Olson, Treasurer</p>
<p>CITY OF WOODSTOCK</p> <p>By _____ Brian Sager, PhD, Mayor</p> <p>DATE: _____, 2019</p>	<p>ATTEST:</p> <p>_____</p> <p>Cindy Smiley, Clerk</p>

Z:\N\NIGEC NIPC\NIPC IGA and Creation Documents\IGA.NIPC.IGA.renewal 2019.ExecutionCopy.CLEAN.doc



REQUEST FOR BOARD ACTION

MEETING DATE: December 10, 2019

DEPARTMENT: Police

SUBJECT: PowerDMS Service Order #Q-55897 Terms and Conditions

EXECUTIVE SUMMARY

The department uses PowerDMS software to manage policy and training documentation. The annual software subscription fee for 75 users is due for 2020. Paragraph 9 in the Terms and Conditions includes an indemnification clause requiring Board approval.

FINANCIAL IMPACT

The per-user fee is \$51.74 for a total of \$3,880.50, which is \$112.50 over the 2020 budget amount for the purchase.

ATTACHMENTS

1. PowerDMS Service Order #Q-55897
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 #Q55897.

Contract Details **Order Details**

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

Order #: Q-55897
Order Date: 1/28/2020
Valid Until: 1/28/2020
Subscription Start Date: 1/28/2020
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
SDMS-AS	1/28/2020	1/27/2021	75	Recurring	\$51.74	\$3,880.50
Annual PowerDMS.com hosted subscription fee						
TOTAL:						\$3,880.50

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: December 10, 2019

DEPARTMENT: Public Works

SUBJECT: **Approve three master contracts for professional engineering services for Fiscal Year 2020**

EXECUTIVE SUMMARY

Historically, the Village has retained the services of a single firm to act not only as the Village Engineer, but also to serve as the sole on-call engineering firm for all engineering-related projects. In an effort to implement a system that broadens the areas of expertise available to Village staff, fosters competition between additional firms, and is more in line with how other municipalities retain engineering services, the Village sought to retain multiple firms for this support. This past summer, the Village released a request for statement of qualifications (RSQ) for Village engineering services, and received statements from seventeen firms. A Village selection team comprised of staff from the Public Works and Community Services Departments as well as Trustee Suzette Bojarski selected eight firms to interview. Of the final eight firms, the Village selection team recommends that the Village Board of Trustees enter into agreements with three engineering firms from January 1, 2020 to December 31, 2020. As staff have presented to the Board of Trustees in the past, the intention is to retain the services of these three firms for more than the single year, but with the presentation of these Master Agreements each year for Board consideration. The three engineering firms are: Baxter & Woodman, Inc. ("Baxter") to serve as Village Engineer and development services engineer; Christopher B. Burke Engineering, LTD. ("CBEL") to serve as the designated stormwater and lakes engineer; and Chastain & Associates, LLC ("Chastain") to serve as the motor fuel tax and transportation infrastructure design engineer. Baxter and Chastain have worked for the Village in the past to the satisfaction of Village staff and neighboring municipalities such as the Villages of Cary and Algonquin and the City of Crystal Lake currently work with CBEL and speak highly of the firm.

The attached master agreements will serve as the base documents for all engineering services provided by the three firms and all task orders that meet or exceed \$20,000.00 will be brought to the Village Board for approval.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Proposed Master Contract with Baxter & Woodman, Inc
2. Proposed Master Contract with Christopher B. Burke Engineering, LTD
3. Proposed Master Contract with Chastain & Associates, LLC

RECOMMENDED MOTION

Motion to approve a master contract with Baxter & Woodman, Inc. for professional engineering services from January 1, 2020 through December 31, 2020.

Motion to approve a master contract with Christopher B. Burke Engineering, LTD. for professional engineering services from January 1, 2020 through December 31, 2020.

Motion to approve a master contract with Chastain & Associates, LLC. for professional engineering services from January 1, 2020 through December 31, 2020.



MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
BAXTER & WOODMAN, INC.
FOR
CALENDAR YEAR 2020 PROFESSIONAL ENGINEERING SERVICES

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
BAXTER & WOODMAN, INC.
FOR
CALENDAR YEAR 2020 PROFESSIONAL ENGINEERING SERVICES

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	THE SERVICES	1
1.1	Performance of the Services	1
1.2	Commencement and Completion Dates.....	3
1.3	Required Submittals.....	3
1.4	Review and Incorporation of Contract Provisions.....	4
1.5	Financial and Technical Ability to Perform.....	4
1.6	Time	4
1.7	Consultant's Personnel and Subcontractors.....	5
1.8	Owner's Responsibilities	6
1.9	Owner's Right to Terminate or Suspend Services for Convenience.....	7
ARTICLE II	CHANGES AND DELAYS	7
2.1	Changes.....	7
2.2	Delays.....	8
2.3	No Constructive Change Orders	8
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	9
3.1	Representation of Services	9
3.2	Corrections	9
3.3	Risk of Loss	10
ARTICLE IV	FINANCIAL ASSURANCES	10
4.1	Insurance	10

4.2	Indemnification.....	11
ARTICLE V	PAYMENT	12
5.1	Contract Price	12
5.2	Taxes, Benefits and Royalties	12
5.3	Progress Payments	12
5.4	Final Acceptance and Final Payment.....	13
5.5	Deductions	14
5.6	Accounting	15
ARTICLE VI	REMEDIES.....	15
6.1	Owner's Remedies.....	15
6.2	Terminations and Suspensions Deemed for Convenience	16
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	16
7.1	Binding Effect	16
7.2	Relationship of the Parties	17
7.3	No Collusion.....	17
7.4	Assignment	17
7.5	Confidential Information.....	18
7.6	No Waiver	18
7.7	No Third Party Beneficiaries	18
7.8	Notices.....	18
7.9	Governing Laws	19
7.10	Changes in Laws.....	19
7.11	Compliance with Laws and Grants.....	19
7.12	Documents	20
7.13	Time	21
7.14	Severability	21
7.15	Entire Agreement	21
7.16	Amendments	22

ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

ATTACHMENT C – Standard Charges for Professional Services

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
BAXTER & WOODMAN, INC.
FOR
CALENDAR YEAR 2020 PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the Village of Lake in the Hills, 600 Harvest Gate Road, Lake in the Hills, Illinois 60156, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and Baxter & Woodman, Inc. 8678 Ridgefield Road, Crystal Lake, IL 60012, an Illinois corporation, (“Consultant”), make this Contract as of the 12th day of December, 2019, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

A Consultant’s Services

1. Village Engineer Services. Upon appointment to the office of the Village Engineer, Baxter & Woodman, Inc. shall perform the duties pertaining to the office, without a task order, subject to such ordinances, rules, regulations, and directions as the Village President, Board of Trustees, and Village Administrator or their designated representative may from time to time, establish, including but not limited to the following:
 - a. General Engineering
 - i. Undertaking investigations of minor civil engineering and traffic engineering matters;
 - ii. Attendance at Village Board meetings, Committee of the Whole meetings, and staff meetings as required;
 - iii. Providing support for the preparation of drawings and maps to support Village Departments;
 - iv. Preparation of monthly status reports;
 - v. Assist in preparation of grant applications;

- vi. Assist in issuance of Overweight/Over-dimension truck permits;
 - vii. Providing timely information concerning changes to legislation, grant availability, and standards of engineering practice which could have an impact on Village programs; and
 - viii. Assisting Village Departments as necessary.
- b. Development Plan Review and Inspection
- i. Plat / plan review and review of engineering plans and supporting documents;
 - ii. Inspection of improvements and surveying support; and
 - iii. Performance of these duties in a manner which protects the Village's interests and keeps costs under control to maintain the Village's competitive position relative to other municipalities in the area.
- c. Water Resources Consultant
- i. Undertaking investigations of minor potable water treatment, storage, and distribution engineering matters.

2. Task Orders. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services", subject to reimbursement of costs as described in the Task Order and this contract:

- a. Labor, Equipment, Materials, and Supplies Provide, perform, and complete, in the manner described and specified in the Task Order for such Project and this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary for such Project in accordance with such of the basic engineering services set forth in Attachment A to this Contract as may be specified or referred to in the Task Order for such Project and such other engineering services as may be specified or referred to in the Task Order for such Project and not set forth in Attachment A.
- b. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.
- c. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract and such other certificates and policies of insurance as

may be specified in the Task Order for such Project.

- d. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services and in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

B Task Orders. Consultant's Services shall be rendered in connection with such Projects as are delineated and described in Task Orders issued pursuant to this Contract. All Task Orders issued pursuant to this Contract shall be in the general form attached hereto as Attachment B, and all Services to be provided pursuant to any such Task Order shall be provided, performed, and completed in accordance with the terms and conditions contained in such Task Order and this Contract. Consultant and Owner shall agree on the scope of Services to be provided, the time for performance of the Services to be provided, and the cost or, if the Services are to be performed in separate phases with separate costs, the costs for each separate phase of Services to be provided under each Task Order. No Services shall be provided under this Contract without the issuance of a Task Order approved by Owner and Consultant except as described in paragraph 1.1 A.1.

The terms and conditions set forth in this Contract shall apply to each Task Order unless specifically modified in such Task Order. In the event of a conflict between this Contract and a Task Order, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Contract is amended by Owner and Consultant, such amendment shall apply to all Task Orders issued after the effective date of the amendment and, unless otherwise specifically provided in such amendment, shall not apply to any Task Orders issued prior to the effective date of the amendment.

No Task Order shall be issued pursuant to this Contract after December 31, 2020, unless such date is extended by amendment to this Contract. Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

1.2 Commencement and Completion Dates

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall commence the Services not later than the "Commencement Date" set forth in the Task Order for such Project, and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with the Task Order for such Project and this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases

with separate completion dates, the “Completion Dates” set forth in the Task

Order for such Project, as such Completion Date or Dates may be extended by a Change Order issued pursuant to Section 2.1 of this Contract due to changes in the Task Order, the Project, or the Services, or due to delays that result from causes that could not be avoided or controlled by Consultant in accordance with Article II of this Contract. The time of commencement, rate of progress, and time of completion for each Task Order issued pursuant to this Contract are referred to in this Contract as the “Contract Time.”

1.3 Required Submittals

A Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such Project or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services for such Project (“Required Submittals”). In the event Owner requests Consultant to submit any such report, document, data, or information to fully document the Services that are not specifically set forth in the Task Order for such Project or otherwise required to be submitted by Consultant under this Contract, then an equitable adjustment in the Contract Price for such Task Order may be made in accordance with Section 2.1 of this Contract.

B Time of Submission and Owner’s Review. For each Project delineated and described in a Task Order issued pursuant to this Contract, all Required Submittals shall be provided to Owner no later than the time, if any, specified in the Task Order for such Project or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, but not more than 30 days in advance, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to the Task Order for such Project and this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner’s review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to the Task Order for such Project and this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C Responsibility for Delay. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals

conforming to the Task Order for such Project and this Contract that could have been avoided or controlled by Consultant.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, and, by its approval of each Task Order issued pursuant to this Contract, that it has carefully reviewed, and fully understood, each such Task Order, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

1.6 Time

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is ready, willing, able, and prepared to begin the Services on the Commencement Date set forth in the Task Order for such Project and that the Contract Time for such Task Order is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract for the Contract Price set forth in the Task Order for such Project.

1.7 Consultant's Personnel and Subcontractors

A Consultant's Personnel. For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in the Task Order for such Project. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel for such Task Order can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel in such Task Order. Consultant shall notify Owner as soon as practicable prior to terminating the employment of any such designated Key Project Personnel, or reassigning any of such designated Key Project Personnel to other positions, or upon receiving notification of the resignation of any of such designated Key Project Personnel. Consultant shall submit justification, including a description of proposed

substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services to be provided, performed, and completed under such Task Order. No such termination or reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such termination, reassignment, resignation, or substitution.

B Approval and Use of Subcontractors. For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract. All Services performed under any subcontract shall be subject to all of the provisions of the Task Order for such Project and this Contract in the same manner as if performed by employees of Consultant. For each Project delineated and described in a Task Order issued pursuant to this Contract, every reference in the Task Order for such Project and in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of the Task Order for such Project and this Contract.

C Removal of Personnel and Subcontractors. For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, if any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such removal or replacement.

1.8 Owner's Responsibilities

For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval

of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) distribute to all applicable departments within Owner's organization for review and comment, and review and comment on, all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled.

B Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant

(1) Consultant's Direct Labor Costs and Reimbursable Expenses, as defined in the Task Order for such Project, for all Services done in compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments under such Task Order and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right, by written order executed by Owner, to make changes in the Task Order, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time for such Task Order may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for such Task Order for a period of time equal to the delay resulting from causes that could not be avoided or controlled by Consultant. No extension of the Contract Time for such Task Order shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order for such Task Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order for such Task Order, then Consultant shall

submit to Owner a written request for the issuance of, or revision of, a Change Order for such Task Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order for such Task Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time for such Task Order and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Services

A Scope of Representation. For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes, and regulations after this date shall entitle the consultant to request a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services Provisions of this Agreement; shall strictly conform to the requirements of the Task Order for such Project and this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, the Task Order for such Project and this Contract; and shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services. The representation herein expressed shall be in addition to any other representations and warranties expressed in the

Task Order for such Project or this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under the Task Order for such Project and this Contract, as required under the applicable standard of care. Consultant shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Consultant's negligent acts, errors, or omissions, or failure to meet representation.

3.3 Risk of Loss

For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent acts, errors, or omissions, or failure to meet representation and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such negligent acts, errors, or omissions, or failure to meet representation. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

A Insurance Required. Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth below as required. For good cause shown, Owner may extend the time for submission of the required certificates or policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to Owner and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner, with ten day exception for non-payment of premium.

B Minimum Coverages. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet representation pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the following minimum insurance coverages and limits:

1 Worker's Compensation and Employer's Liability with limits not less than:

a) Worker's Compensation: Statutory;

b) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease-per employee

\$1,000,000 disease-policy limit

The insurer shall agree to waive all rights of subrogation against the Owner its officials, agents, employees, and volunteers for losses arising from work performed by the Consultant for the Owner.

2 Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds. ISO Business Auto Liability coverage form CA0001, Symbol 01 "Any Auto" shall be provided.

3 Commercial General Liability with coverage written on an "occurrence" basis and with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability
- Personal Injury
- Bodily injury and property damage
- “X”, “C”, and “U” exclusions shall be deleted

ISO Additional Insured Endorsement CG2010 shall be provided.

- 4 Professional Liability Insurance with a limit of liability of not less than \$2,000,000 per claim/annual aggregate, an extended reporting period of not less than three-years if coverage is written on a "claims made" basis, and covering Consultant against claims caused by Consultant's negligent act, error or omission in the performance of professional services under this Contract and each Task Order issued pursuant to this Contract.

If the policy is written on a claims made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed, or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three years. Insurance shall provide indemnification for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

- Preparing, approving, failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.
- Providing direction, instruction, supervision, inspection, engineering services, or failing to provide them, if that is the primary cause of injury or damage.

- 5 Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy

exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

C. **General Requirements**

1. Insurance shall contain a Severability of Interests / Cross liability clause or language stating the Consultant's insurance shall apply separately to each insured whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. The Consultant shall furnish the Owner certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds (except for Workers Compensation and Professional Liability), and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements shall be on Insurance Service Office (ISO) forms: CG2010 or CG2026. The Village reserves the right to request fully certified copies of insurance policies and endorsements.
3. The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements state herein.

4.2 Indemnification

For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, and save harmless Owner against lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise out of or in connection with Consultant's negligent acts, errors, or omissions, or failure to perform the Services or any part thereof, except to the extent caused by the negligence of Owner.

**ARTICLE V
PAYMENT**

5.1 Contract Price

A. For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, in accordance with and subject to the

terms and conditions set forth in this Article V and in such Task Order, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in such Task Order (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

B. For all services provided which are not covered by a Task Order, the Consultant shall invoice the Village on an hourly basis for direct labor to perform the work at a rate set forth in Attachment C. The Village may request an estimate of fee for approval before work commences. If an estimate is provided, the Consultant shall not exceed the estimated fee without prior approval of the Village.

5.2 Taxes, Benefits and Royalties

For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

5.3 Progress Payments

A. Payment in Installments. For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price shall be paid in monthly installments in the manner set forth in the Task Order for such Project ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under such Task Order. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if

the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

C. Date of Payment. For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be paid for all Services done in compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract up to the day before the pay request, less the aggregate of all previous Progress Payments under such Task Order, no later than 45 days following submission of such pay request; provided, however, that Owner shall not be obligated to make any Progress Payment unless and until Consultant has submitted all required data and documentation to Owner and such documentation and data is complete and in proper form.

5.4 Final Acceptance and Final Payment

For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. Any form of acceptance by Owner for Services, as described in this Subsection, shall not waive any right or claim the Owner may have against Consultant or other contracted or sub-contracted parties or manufacturers or distributors for warranties, defects, deficiencies, and/or omissions in the provision and/or performance of such Services. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, as soon as practicable after final acceptance, the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services under such Task Order,

as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance

with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract or any Task Order issued pursuant to this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI **REMEDIES**

61 Owner's Remedies

For each Project delineated and described in a Task Order issued pursuant to this Contract, if it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of the Task Order for such Project and this Contract, or has attempted to assign the Task Order for such Project or this Contract or Consultant's rights under the Task Order for such Project or this Contract, either in whole or in part, or has falsely made any representation or warranty in the Task Order for such Project or this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of the Task Order for such Project or this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into strict compliance with the Task Order for such Project and this Contract.
2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price for such Task Order.
3. Owner may terminate the Task Order for such Project without liability for further payment of amounts due or to become due under the Task Order for such Project except payment of amounts due or to become due under the Task Order for such Project for all Services done in compliance with, and as required by or

pursuant to, the Task Order for such Project and this Contract up to the effective date of termination.

4. Owner may withhold from any Progress Payment or Final Payment that may be or become due under such Task Order, whether or not previously approved, or may recover from Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover any damages suffered by Owner as the result of any Event of Default.

62 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Consultant's rights under a Task Order issued pursuant to this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract, and all Task Orders issued pursuant to this Contract, shall be binding upon Owner and Consultant and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract or any Task Order issued pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Neither Owner nor Consultant shall (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of their respective rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of the other party to this Contract, which approval may be withheld in the sole and unfettered discretion of the party whose approval is required; provided, however, that the other party's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318.

7.5 Confidential Information

For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, all information supplied by Owner to Consultant for or in connection with the Task Order for such Project or the Services under such Task Order shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services under such Task Order.

7.6 No Waiver

For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, no examination, inspection, investigation, test, measurement,

review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under the Task Order for such Project or this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of the Task Order for such Project or this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract or under any Task Order issued pursuant to this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Lake in the Hills
Public Works Facility
9010 Haligus Road
Lake in the Hills, Illinois 60156
Attention: Daniel Kaup
Director of Public Works

Notices and communications to Consultant shall be addressed to, and delivered at, the following address:

Baxter & Woodman, Inc.
8678 Ridgefield Road
Crystal Lake, IL 60012
Attention: Carolyn Grieves, P.E.

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and each Task Order issued pursuant to this Contract, and the rights of Owner and Consultant under this Contract and each Task Order issued pursuant to this Contract, shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract or in a Task Order issued pursuant to this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services under any Task Order issued pursuant to this Contract or any part thereof.

Every provision of law required by law to be inserted into this Contract or in a Task Order issued pursuant to this Contract shall be deemed to be inserted herein or therein.

7.12 Documents

For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall be and remain the property of Owner. At Owner's request, or upon termination of this Contract or any Task Order issued pursuant to this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract or any Task Order issued pursuant to this Contract; provided, however, that prior to the disposal or destruction of the Documents by Consultant or any of its subcontractors following said three year period, Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

The Owner acknowledges the Consultant's construction documents, including electronic files of those construction documents, as instruments of professional service. Nevertheless, the final construction documents, including electronic files of those construction documents prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents, including electronic files of those construction documents without the prior written authorization of the Consultant. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against any damages, liabilities, or costs, including attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents, including electronic files of those construction documents by the Owner or any person or entity that acquires or obtains the construction documents, including electronic files of those

construction documents from or through the Owner without the written authorization of the Consultant.

7.13 Time

The Owner and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices. Services performed under a task order will be performed in accordance with the time frame included in the task order.

7.14 Severability

The provisions of this Contract and each Task Order issued pursuant to this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract or a Task Order issued pursuant to this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract or such Task Order shall be in any way affected thereby.

7.15 Entire Agreement

For each Project delineated and described in a Task Order issued pursuant to this Contract, this Contract and the Task Order for such Project set forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services under such Task Order and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services under such Task Order and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

VILLAGE OF LAKE IN THE HILLS

By: _____
Cecilia Carman
Village Clerk

By: _____
Russ Ruzanski
Village President

Attest/Witness:

BAXTER & WOODMAN, INC.

By: _____
Barbara Tobin
Title: Deputy Secretary

By: _____
Carolyn A. Grieves
Title: Regional Manager

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in each Project delineated and described in a Task Order issued pursuant to the Contract. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under each such Task Order and the Contract. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below that are required to be provided under the Task Order for such Project or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

1. Study and Report Phase. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.
 - b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.
 - c. Provide economic analysis of various alternatives.
 - d. Prepare, for review and approval by Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide 5 copies and review them in person with Owner.

2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Determine the general scope, extent and character the Project.
 - b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
 - c. Furnish 5 copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
 - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
 - c. Furnish 5 copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.
4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and conduct pre-bid or negotiation conferences.
 - b. Issue addenda as appropriate and approved by Owner.
 - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
 - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
 - e. Conduct bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.
5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:

- a. Furnish advice and consulting services during the construction period.
- b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.
- c. Consult and advise on the interpretation of the construction contracts.
- d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.
- e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.
- f. Review contractors' breakdown of cost, material quantities and scheduling.
- g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.
- h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.
- i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.
- j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.
- k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.
- l. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.

- m. Prepare and continuously update drawings of record and submit 5 set(s) of reproducible drawings of record to Owner within 90 days from the completion of the construction contract.
6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
- a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
 - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

Task Order No. _____

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Baxter & Woodman, Inc. (“Consultant”) for Calendar Year 2020 Professional Engineering Services, dated December 12th, 2019 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

[Incorporate applicable Attachment A paragraphs -- either by reference or in their entirety]

B. Additional Services:

[Describe additional services to be provided or state “none”]

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

[List or state “none”]

4. **Commencement Date:**

┌ the date of execution of this Task Order by Owner.

┌ _____ days following execution of this Task Order by Owner.

┌ _____ days following issuance of Notice to Proceed by Owner.

┌ _____, 2020.

5. **Completion Date:**

For use with single phase projects or multiple phase projects with single completion date:

┌ _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

┌ _____, 2020, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate completion dates:

A. Study and Report Phase: _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Preliminary Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. Final Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

D. Bidding or Negotiating Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

E. Construction Phase: _____ days following completion by, and final payment to, the construction contractor plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

F. Operational Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

G. _____ Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal: _____ Due Date: _____

7. **Key Project Personnel:**

Names: _____ Telephone: _____

8. **Contract Price:**

PREFERRED METHOD--BILLING RATE TASK ORDER

For use with single phase projects or multiple phase projects with single not to exceed cost limitation:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate not to exceed cost limitations:

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$

<u>Phase</u>	<u>Not to Exceed</u>
Construction	\$
Operational	\$
_____	\$

OTHER OPTIONS



LUMP SUM TASK ORDER

For use with single phase projects or multiple phase projects with single lump sum cost:

For providing, performing, and completing all Services, the total Contract Price of:

_____ Dollars and _____ Cents
 (in writing) (in writing)

_____ Dollars and _____ Cents
 (in figures) (in figures)

For use with multiple phase projects with separate lump sum amounts:

For providing, performing, and completing each phase of Services, the following lump sum amount set forth opposite each such phase:

<u>Phase</u>	<u>Lump Sum</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$

Operational \$

_____ \$

COST PLUS FIXED FEE TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

For providing, performing, and completing all Services, a fixed fee of \$_____ plus an amount equal to Consultant’s Direct Labor Costs times a factor of_% for all Services rendered by principals and employees engaged directly on the Project.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate pricing:

For providing, performing, and completing each phase of Services, the following fixed fee set forth opposite each such phase, plus an amount equal to Consultant’s Direct Labor Costs times the following factor set forth opposite each such phase, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	\$	%	\$
Preliminary Design	\$	%	\$
Final Design	\$	%	\$
Bidding/Negotiation	\$	%	\$
Construction	\$	%	\$
Operational	\$	%	\$

<u>Phase</u>	<u>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
_____	\$	%	\$

DIRECT COST TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of _____% for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate pricing:

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	%	\$
Preliminary Design	%	\$
Final Design	%	\$
Bidding/Negotiation	%	\$
Construction	%	\$

<u>Phase</u>	<u>Direct Labor Cost</u> <u>Factor</u>	<u>Not to Exceed</u>
Operational	%	\$
_____	%	\$

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

For providing, performing, and completing all Services, an amount equal to _____% of the Construction Cost of the Project.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. Payments:

PREFERRED METHOD--BILLING RATE TASK ORDER

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

OTHER OPTIONS:

For use with Lump Sum Task Orders:

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and

resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall mean_____.

For use with Cost Plus Fixed Fee Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant and attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

For use with Direct Cost Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

For use with Percentage of Construction Cost Task Orders:

The Construction Cost of the Project for purpose of determining payment of the Contract Price to Consultant means the total cost to Owner, as estimated by Consultant or as bid by the Contractor engaged to perform the Project,

whichever is less, of all elements of the Project designed or specified by Consultant; provided, however that Construction Cost of the Project shall not include Consultant's compensation and expenses, cost of land, rights-of-way, or compensation for or damages to, properties, nor Owner's legal, accounting, insurance counseling, or auditing services, or interest and finance charges incurred in connection with the Project or other costs that are the responsibility of Owner pursuant to Section 1.8 of the Contract.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report	_____ %
Preliminary Design	_____ %
Final Design	_____ %
Bidding/Negotiation	_____ %
Construction	_____ %
Operational	_____ %
_____	_____ %

Prior to completion of construction and final payment to the construction contractor, the estimated Construction Cost of the Project shall be based upon the construction contract price at the time of the award.

Prior to award of a construction contract, the estimated Construction Cost of the Project shall be based upon the lesser of (i) the most recent Consultant's opinion of probable Construction Cost of the Project submitted to, and approved by, Owner or (ii) the lowest bona fide bid received from a responsive and responsible bidder for such work or, if the work is not bid, the lowest bona fide negotiated proposal for such work from a responsive or responsible person.

Prior to submission and approval of Consultant's opinion of probable Construction Cost of the Project in the Study and Report Phase, progress payments shall be based upon salaries and wages paid to all Consultant personnel engaged directly on the Project and actual expenses incurred by Consultant directly or indirectly in connection with the Project.

Upon completion and final acceptance of each phase of Services, Owner shall pay such additional amount, if any, or be entitled to credit against future progress payments such amount, if any, as may be necessary to bring the total compensation paid on account of such phase to the foregoing percentages of the total or estimated Construction Cost of the Project, as the case may be.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall mean_____.

10. **Modifications to Contract:**

[Describe Contract modifications or state “none”]

11. **Attachments:**

[List or state “none”]

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is_____, 2020

VILLAGE OF LAKE IN THE HILLS

By: Russ Ruzanski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

BAXTER & WOODMAN, INC

Carolyn Grieves,
P.E.
Regional Manager

Task Order No. _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:

ATTACHMENT C

**2020 HOURLY RATE SCHEDULE
LAKE IN THE HILLS, ILLINOIS**

ENGINEERING FEES USING COST PLUS FIX FEE

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Principal	\$60 to \$84
Senior Engineer III to IV	\$50 to \$69
Senior Engineer I to II	\$40 to \$49
Engineer III to IV	\$33 to \$40
Engineer I to II	\$27 to \$31
Engineer Technician III to V	\$35 to \$57
Engineering Technician I to II	\$16 to \$34
Senior Geologist	\$48 to \$49
Administrative Support I to III	\$28 to \$33

ENGINEERING FEES USING HOURLY RATES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Principal	\$160
Senior Engineer III to IV	\$106 to \$160
Senior Engineer I to II	\$108 to \$138
Engineer III to IV	\$100 to \$130
Engineer I to II	\$100 to \$114
Engineering Technician III to V	\$84 to \$102
Engineering Technician I to II	\$78 to \$104
Senior Geologist	\$104 to \$116
Administrative Support I to III	\$70 to \$86



MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHRISTOPHER B. BURKE
ENGINEERING, LTD.
FOR
CALENDAR YEAR 2020 PROFESSIONAL ENGINEERING SERVICES

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND CHRISTOPHER B. BURKE
ENGINEERING, LTD.
FOR
CALENDAR YEAR 2020 PROFESSIONAL ENGINEERING SERVICES

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	THE SERVICES	1
1.1	Performance of the Services	1
1.2	Commencement and Completion Dates.....	3
1.3	Required Submittals.....	3
1.4	Review and Incorporation of Contract Provisions.....	4
1.5	Financial and Technical Ability to Perform.....	4
1.6	Time	4
1.7	Consultant's Personnel and Subcontractors.....	5
1.8	Owner's Responsibilities	6
1.9	Owner's Right to Terminate or Suspend Services for Convenience.....	7
ARTICLE II	CHANGES AND DELAYS	7
2.1	Changes.....	7
2.2	Delays.....	8
2.3	No Constructive Change Orders	8
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	9
3.1	Representation of Services	9
3.2	Corrections	9
3.3	Risk of Loss	10
ARTICLE IV	FINANCIAL ASSURANCES	10
4.1	Insurance	10

4.2	Indemnification.....	11
ARTICLE V	PAYMENT	12
5.1	Contract Price	12
5.2	Taxes, Benefits and Royalties	12
5.3	Progress Payments	12
5.4	Final Acceptance and Final Payment.....	13
5.5	Deductions	14
5.6	Accounting	15
ARTICLE VI	REMEDIES.....	15
6.1	Owner's Remedies.....	15
6.2	Terminations and Suspensions Deemed for Convenience	16
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	16
7.1	Binding Effect	16
7.2	Relationship of the Parties	17
7.3	No Collusion.....	17
7.4	Assignment	17
7.5	Confidential Information.....	18
7.6	No Waiver	18
7.7	No Third Party Beneficiaries	18
7.8	Notices.....	18
7.9	Governing Laws	19
7.10	Changes in Laws.....	19
7.11	Compliance with Laws and Grants.....	19
7.12	Documents	20
7.13	Time	21
7.14	Severability	21
7.15	Entire Agreement	21
7.16	Amendments	22

ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

ATTACHMENT C – Standard Charges for Professional Services

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHRISTOPHER B. BURKE
ENGINEERING, LTD.
FOR
CALENDAR YEAR 2020 PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the Village of Lake in the Hills, 600 Harvest Gate Road, Lake in the Hills, Illinois 60156, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and Christopher B. Burke Engineering, LTD., 9575 West Higgins Road Suite 600, Rosemont, IL 60018, an Illinois corporation, (“Consultant”), make this Contract as of the 12th day of December, 2019, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

A Consultant’s Services

1. Stormwater Consultant. Consultant shall perform the duties, without a task order, subject to such ordinances, rules, regulations, and directions as the Village President, Board of Trustees, and Village Administrator or their designated representative may from time to time, establish, including but not limited to the following:
 - a. General Engineering
 - i. Undertaking investigations of minor stormwater engineering and drainage engineering matters;
 - ii. Serving as enforcement official for the Village’s Comprehensive Stormwater Management ordinance and the McHenry County Stormwater ordinance;
 - iii. Attendance at Village Board meetings, Committee of the Whole meetings, and staff meetings as required;
 - iv. Providing support for the preparation of drawings and maps to support Village Departments;
 - v. Preparation of monthly status reports;
 - vi. Assist in the preparation of the annual capital budget

and grant applications;

- vii. Performing the annual dam inspection services;
- viii. Providing timely information concerning changes to legislation, grant availability, and standards of engineering practice which could have an impact on Village programs; and
- ix. Preliminary plat / plan review and review of final engineering plans and supporting documents for compliance with stormwater regulations;
- x. Inspection of improvements; and
- xi. Assisting Village Departments as necessary.

2. Task Orders. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Services”, subject to reimbursement of costs as described in the Task Order and this contract:

- a. Labor, Equipment, Materials, and Supplies Provide, perform, and complete, in the manner described and specified in the Task Order for such Project and this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary for such Project in accordance with such of the basic engineering services set forth in Attachment A to this Contract as may be specified or referred to in the Task Order for such Project and such other engineering services as may be specified or referred to in the Task Order for such Project and not set forth in Attachment A.
- b. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.
- c. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract and such other certificates and policies of insurance as may be specified in the Task Order for such Project.

- d. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services and in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

B Task Orders. Consultant's Services shall be rendered in connection with such Projects as are delineated and described in Task Orders issued pursuant to this Contract. All Task Orders issued pursuant to this Contract shall be in the general form attached hereto as Attachment B, and all Services to be provided pursuant to any such Task Order shall be provided, performed, and completed in accordance with the terms and conditions contained in such Task Order and this Contract. Consultant and Owner shall agree on the scope of Services to be provided, the time for performance of the Services to be provided, and the cost or, if the Services are to be performed in separate phases with separate costs, the costs for each separate phase of Services to be provided under each Task Order. No Services shall be provided under this Contract without the issuance of a Task Order approved by Owner and Consultant except as described in paragraph 1.1 A.1.

The terms and conditions set forth in this Contract shall apply to each Task Order unless specifically modified in such Task Order. In the event of a conflict between this Contract and a Task Order, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Contract is amended by Owner and Consultant, such amendment shall apply to all Task Orders issued after the effective date of the amendment and, unless otherwise specifically provided in such amendment, shall not apply to any Task Orders issued prior to the effective date of the amendment.

No Task Order shall be issued pursuant to this Contract after December 31, 2020, unless such date is extended by amendment to this Contract. Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

1.2 Commencement and Completion Dates

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall commence the Services not later than the "Commencement Date" set forth in the Task Order for such Project, and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with the Task Order for such Project and this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases with separate completion dates, the "Completion Dates" set forth in the Task

Order for such Project, as such Completion Date or Dates may be extended by a Change Order issued pursuant to Section 2.1 of this Contract due to changes in the Task Order, the Project, or the Services, or due to delays that result from causes that could not be avoided or controlled by Consultant in accordance with Article II of this Contract. The time of commencement, rate of progress, and time of completion for each Task Order issued pursuant to this Contract are referred to in this Contract as the “Contract Time.”

1.3 Required Submittals

A Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such Project or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services for such Project (“Required Submittals”). In the event Owner requests Consultant to submit any such report, document, data, or information to fully document the Services that are not specifically set forth in the Task Order for such Project or otherwise required to be submitted by Consultant under this Contract, then an equitable adjustment in the Contract Price for such Task Order may be made in accordance with Section 2.1 of this Contract.

B Time of Submission and Owner’s Review. For each Project delineated and described in a Task Order issued pursuant to this Contract, all Required Submittals shall be provided to Owner no later than the time, if any, specified in the Task Order for such Project or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, but not more than 30 days in advance, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to the Task Order for such Project and this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner’s review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to the Task Order for such Project and this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C Responsibility for Delay. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals

conforming to the Task Order for such Project and this Contract that could have been avoided or controlled by Consultant.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, and, by its approval of each Task Order issued pursuant to this Contract, that it has carefully reviewed, and fully understood, each such Task Order, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

1.6 Time

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is ready, willing, able, and prepared to begin the Services on the Commencement Date set forth in the Task Order for such Project and that the Contract Time for such Task Order is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract for the Contract Price set forth in the Task Order for such Project.

1.7 Consultant's Personnel and Subcontractors

A Consultant's Personnel. For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in the Task Order for such Project. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel for such Task Order can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel in such Task Order. Consultant shall notify Owner as soon as practicable prior to terminating the employment of any such designated Key Project Personnel, or reassigning any of such designated Key Project Personnel to other positions, or upon receiving notification of the resignation of any of such designated Key Project Personnel. Consultant shall submit justification, including a description of proposed

substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services to be provided, performed, and completed under such Task Order. No such termination or reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such termination, reassignment, resignation, or substitution.

B Approval and Use of Subcontractors. For all services provided as Stormwater Consultant as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract. All Services performed under any subcontract shall be subject to all of the provisions of the Task Order for such Project and this Contract in the same manner as if performed by employees of Consultant. For each Project delineated and described in a Task Order issued pursuant to this Contract, every reference in the Task Order for such Project and in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of the Task Order for such Project and this Contract.

C Removal of Personnel and Subcontractors. For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, if any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such removal or replacement.

1.8 Owner's Responsibilities

For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may

require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) distribute to all applicable departments within Owner's organization for review and comment, and review and comment on, all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled.

B Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant

(1) Consultant's Direct Labor Costs and Reimbursable Expenses, as defined in the Task Order for such Project, for all Services done in compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments under such Task Order and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II CHANGES AND DELAYS

2.1 Changes

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right, by written order executed by Owner, to make changes in the Task Order, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time for such Task Order may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for such Task Order for a period of time equal to the delay resulting from causes that could not be avoided or controlled by Consultant. No extension of the Contract Time for such Task Order shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order for such Task Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order for such Task Order, then Consultant shall

submit to Owner a written request for the issuance of, or revision of, a Change Order for such Task Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order for such Task Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time for such Task Order and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Services

A Scope of Representation. For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes, and regulations after this date shall entitle the consultant to request a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services Provisions of this Agreement; shall strictly conform to the requirements of the Task Order for such Project and this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, the Task Order for such Project and this Contract; and shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services. The representation herein expressed shall be in addition to any other representations and warranties expressed in the

Task Order for such Project or this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under the Task Order for such Project and this Contract, as required under the applicable standard of care. Consultant shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Consultant's negligent acts, errors, or omissions, or failure to meet representation.

3.3 Risk of Loss

For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent acts, errors, or omissions, or failure to meet representation and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such negligent acts, errors, or omissions, or failure to meet representation. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

A Insurance Required. Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth below as required. For good cause shown, Owner may extend the time for submission of the required certificates or policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to Owner and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner, with ten day exception for non-payment of premium.

B Minimum Coverages. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet representation pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the following minimum insurance coverages and limits:

1 Worker's Compensation and Employer's Liability with limits not less than:

a) Worker's Compensation: Statutory;

b) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease-per employee

\$1,000,000 disease-policy limit

The insurer shall agree to waive all rights of subrogation against the Owner its officials, agents, employees, and volunteers for losses arising from work performed by the Consultant for the Owner.

2 Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds. ISO Business Auto Liability coverage form CA0001, Symbol 01 "Any Auto" shall be provided.

3 Commercial General Liability with coverage written on an "occurrence" basis and with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability
- Personal Injury
- Bodily injury and property damage
- "X", "C", and "U" exclusions shall be deleted

ISO Additional Insured Endorsement CG2010 shall be provided.

- 4 Professional Liability Insurance with a limit of liability of not less than \$2,000,000 per claim/annual aggregate, an extended reporting period of not less than three-years if coverage is written on a "claims made" basis, and covering Consultant against claims caused by Consultant's negligent act, error or omission in the performance of professional services under this Contract and each Task Order issued pursuant to this Contract.

If the policy is written on a claims made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed, or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three years. Insurance shall provide indemnification for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

- Preparing, approving, failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.
- Providing direction, instruction, supervision, inspection, engineering services, or failing to provide them, if that is the primary cause of injury or damage.

- 5 Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy

exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

C. **General Requirements**

1. Insurance shall contain a Severability of Interests / Cross liability clause or language stating the Consultant's insurance shall apply separately to each insured whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. The Consultant shall furnish the Owner certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds (except for Workers Compensation and Professional Liability), and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements shall be on Insurance Service Office (ISO) forms: CG2010 or CG2026. The Village reserves the right to request fully certified copies of insurance policies and endorsements.
3. The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements state herein.

4.2 Indemnification

For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, and save harmless Owner against lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise out of or in connection with Consultant's negligent acts, errors, or omissions, or failure to perform the Services or any part thereof, except to the extent caused by the negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

A. For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, in accordance with and subject to the

terms and conditions set forth in this Article V and in such Task Order, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in such Task Order (the “Contract Price”), subject to any additions, deductions, or withholdings provided for in this Contract.

B. For all services provided which are not covered by a Task Order, the Consultant shall invoice the Village on an hourly basis for direct labor to perform the work at a rate set forth in Attachment C. The Village may request an estimate of fee for approval before work commences. If an estimate is provided, the Consultant shall not exceed the estimated fee without prior approval of the Village.

5.2 Taxes, Benefits and Royalties

For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

5.3 Progress Payments

A. Payment in Installments. For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price shall be paid in monthly installments in the manner set forth in the Task Order for such Project (“Progress Payments”).

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant’s prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under such Task Order. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if

the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

C. Date of Payment. For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be paid for all Services done in compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract up to the day before the pay request, less the aggregate of all previous Progress Payments under such Task Order, no later than 45 days following submission of such pay request; provided, however, that Owner shall not be obligated to make any Progress Payment unless and until Consultant has submitted all required data and documentation to Owner and such documentation and data is complete and in proper form.

5.4 Final Acceptance and Final Payment

For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. Any form of acceptance by Owner for Services, as described in this Subsection, shall not waive any right or claim the Owner may have against Consultant or other contracted or sub-contracted parties or manufacturers or distributors for warranties, defects, deficiencies, and/or omissions in the provision and/or performance of such Services. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, as soon as practicable after final acceptance, the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services under such Task Order,

as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance

with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract or any Task Order issued pursuant to this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI **REMEDIES**

61 Owner's Remedies

For each Project delineated and described in a Task Order issued pursuant to this Contract, if it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of the Task Order for such Project and this Contract, or has attempted to assign the Task Order for such Project or this Contract or Consultant's rights under the Task Order for such Project or this Contract, either in whole or in part, or has falsely made any representation or warranty in the Task Order for such Project or this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of the Task Order for such Project or this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into strict compliance with the Task Order for such Project and this Contract.
2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price for such Task Order.
3. Owner may terminate the Task Order for such Project without liability for further payment of amounts due or to become due under the Task Order for such Project except payment of amounts due or to become due under the Task Order for such Project for all Services done in compliance with, and as required by or

pursuant to, the Task Order for such Project and this Contract up to the effective date of termination.

4. Owner may withhold from any Progress Payment or Final Payment that may be or become due under such Task Order, whether or not previously approved, or may recover from Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover any damages suffered by Owner as the result of any Event of Default.

62 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Consultant's rights under a Task Order issued pursuant to this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract, and all Task Orders issued pursuant to this Contract, shall be binding upon Owner and Consultant and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract or any Task Order issued pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Neither Owner nor Consultant shall (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of their respective rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of the other party to this Contract, which approval may be withheld in the sole and unfettered discretion of the party whose approval is required; provided, however, that the other party's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318.

7.5 Confidential Information

For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, all information supplied by Owner to Consultant for or in connection with the Task Order for such Project or the Services under such Task Order shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services under such Task Order.

7.6 No Waiver

For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, no examination, inspection, investigation, test, measurement,

review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under the Task Order for such Project or this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of the Task Order for such Project or this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract or under any Task Order issued pursuant to this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Lake in the Hills
Public Works Facility
9010 Haligus Road
Lake in the Hills, Illinois 60156
Attention: Daniel Kaup
Director of Public Works

Notices and communications to Consultant shall be addressed to, and delivered at, the following address:

Christopher B. Burke Engineering, LTD.
9575 West Higgins Road, Suite 600
Rosemont, Illinois, 60018
Attention: John Heinz

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and each Task Order issued pursuant to this Contract, and the rights of Owner and Consultant under this Contract and each Task Order issued pursuant to this Contract, shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract or in a Task Order issued pursuant to this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services under any Task Order issued pursuant to this Contract or any part thereof.

Every provision of law required by law to be inserted into this Contract or in a Task Order issued pursuant to this Contract shall be deemed to be inserted herein or therein.

7.12 Documents

For all services provided as Stormwater Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall be and remain the property of Owner. At Owner's request, or upon termination of this Contract or any Task Order issued pursuant to this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract or any Task Order issued pursuant to this Contract; provided, however, that prior to the disposal or destruction of the Documents by Consultant or any of its subcontractors following said three year period, Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

The Owner acknowledges the Consultant's construction documents, including electronic files of those construction documents, as instruments of professional service. Nevertheless, the final construction documents, including electronic files of those construction documents prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents, including electronic files of those construction documents without the prior written authorization of the Consultant. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against any damages, liabilities, or costs, including attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents, including electronic files of those construction documents by the Owner or any person or entity that acquires or obtains the construction documents, including electronic files of those

construction documents from or through the Owner without the written authorization of the Consultant.

7.13 Time

The Owner and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices. Services performed under a task order will be performed in accordance with the time frame included in the task order.

7.14 Severability

The provisions of this Contract and each Task Order issued pursuant to this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract or a Task Order issued pursuant to this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract or such Task Order shall be in any way affected thereby.

7.15 Entire Agreement

For each Project delineated and described in a Task Order issued pursuant to this Contract, this Contract and the Task Order for such Project set forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services under such Task Order and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services under such Task Order and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

VILLAGE OF LAKE IN THE HILLS

By: _____
Cecilia Carman
Village Clerk

By: _____
Russ Ruzanski
Village President

Attest/Witness:

**CHRISTOPHER B. BURKE
ENGINEERING, LTD.**

By: _____
Michael Kerr
Title: Executive Vice President

By: _____
Christopher B. Burke
Title: President

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in each Project delineated and described in a Task Order issued pursuant to the Contract. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under each such Task Order and the Contract. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below that are required to be provided under the Task Order for such Project or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

1. Study and Report Phase. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.
 - b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.
 - c. Provide economic analysis of various alternatives.
 - d. Prepare, for review and approval by Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide 5 copies and review them in person with Owner.

2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Determine the general scope, extent and character the Project.
 - b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
 - c. Furnish 5 copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
 - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
 - c. Furnish 5 copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.
4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and conduct pre-bid or negotiation conferences.
 - b. Issue addenda as appropriate and approved by Owner.
 - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
 - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
 - e. Conduct bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.
5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:

- a. Furnish advice and consulting services during the construction period.
- b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.
- c. Consult and advise on the interpretation of the construction contracts.
- d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.
- e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.
- f. Review contractors' breakdown of cost, material quantities and scheduling.
- g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.
- h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.
- i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.
- j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.
- k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.
- l. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.

- m. Prepare and continuously update drawings of record and submit 5 set(s) of reproducible drawings of record to Owner within 90 days from the completion of the construction contract.
6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
- a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
 - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Christopher B. Burke Engineering, Ltd. (“Consultant”) for Calendar Year 2019 Professional Engineering Services, dated December 12th, 2019 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

[Incorporate applicable Attachment A paragraphs -- either by reference or in their entirety]

B. Additional Services:

[Describe additional services to be provided or state “none”]

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

[List or state “none”]

4. **Commencement Date:**

┌ the date of execution of this Task Order by Owner.

┌ _____ days following execution of this Task Order by Owner.

┌ _____ days following issuance of Notice to Proceed by Owner.

┌ _____, 2020.

5. **Completion Date:**

For use with single phase projects or multiple phase projects with single completion date:

┌ _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

┌ _____, 2019, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate completion dates:

A. Study and Report Phase: _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Preliminary Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. Final Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

D. Bidding or Negotiating Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

E. Construction Phase: _____ days following completion by, and final payment to, the construction contractor plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

F. Operational Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

G. _____ Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal: Due Date:

7. **Key Project Personnel:**

Names: Telephone:

8. **Contract Price:**

PREFERRED METHOD--BILLING RATE TASK ORDER

For use with single phase projects or multiple phase projects with single not to exceed cost limitation:

For providing, performing, and completing all Services, an amount equal to Consultant’s Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate not to exceed cost limitations:

For providing, performing, and completing each phase of Services, an amount equal to Consultant’s Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$

<u>Phase</u>	<u>Not to Exceed</u>
Construction	\$
Operational	\$
_____	\$

OTHER OPTIONS

┌ LUMP SUM TASK ORDER

For use with single phase projects or multiple phase projects with single lump sum cost:

For providing, performing, and completing all Services, the total Contract Price of:

_____ Dollars and _____ Cents
 (in writing) (in writing)

_____ Dollars and _____ Cents
 (in figures) (in figures)

For use with multiple phase projects with separate lump sum amounts:

For providing, performing, and completing each phase of Services, the following lump sum amount set forth opposite each such phase:

<u>Phase</u>	<u>Lump Sum</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$

Operational \$

_____ \$

COST PLUS FIXED FEE TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

For providing, performing, and completing all Services, a fixed fee of \$_____ plus an amount equal to Consultant’s Direct Labor Costs times a factor of_% for all Services rendered by principals and employees engaged directly on the Project.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate pricing:

For providing, performing, and completing each phase of Services, the following fixed fee set forth opposite each such phase, plus an amount equal to Consultant’s Direct Labor Costs times the following factor set forth opposite each such phase, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	\$	%	\$
Preliminary Design	\$	%	\$
Final Design	\$	%	\$
Bidding/Negotiation	\$	%	\$
Construction	\$	%	\$
Operational	\$	%	\$

<u>Phase</u>	<u>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
_____	\$	%	\$

DIRECT COST TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of _____% for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate pricing:

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	%	\$
Preliminary Design	%	\$
Final Design	%	\$
Bidding/Negotiation	%	\$
Construction	%	\$

<u>Phase</u>	<u>Direct Labor Cost</u> <u>Factor</u>	<u>Not to Exceed</u>
Operational	%	\$
_____	%	\$

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

For providing, performing, and completing all Services, an amount equal to _____% of the Construction Cost of the Project.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. Payments:

PREFERRED METHOD--BILLING RATE TASK ORDER

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

OTHER OPTIONS:

For use with Lump Sum Task Orders:

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and

resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall mean_____.

For use with Cost Plus Fixed Fee Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant and attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

For use with Direct Cost Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

For use with Percentage of Construction Cost Task Orders:

The Construction Cost of the Project for purpose of determining payment of the Contract Price to Consultant means the total cost to Owner, as estimated by Consultant or as bid by the Contractor engaged to perform the Project,

whichever is less, of all elements of the Project designed or specified by Consultant; provided, however that Construction Cost of the Project shall not include Consultant's compensation and expenses, cost of land, rights-of-way, or compensation for or damages to, properties, nor Owner's legal, accounting, insurance counseling, or auditing services, or interest and finance charges incurred in connection with the Project or other costs that are the responsibility of Owner pursuant to Section 1.8 of the Contract.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report	_____ %
Preliminary Design	_____ %
Final Design	_____ %
Bidding/Negotiation	_____ %
Construction	_____ %
Operational	_____ %
_____	_____ %

Prior to completion of construction and final payment to the construction contractor, the estimated Construction Cost of the Project shall be based upon the construction contract price at the time of the award.

Prior to award of a construction contract, the estimated Construction Cost of the Project shall be based upon the lesser of (i) the most recent Consultant's opinion of probable Construction Cost of the Project submitted to, and approved by, Owner or (ii) the lowest bona fide bid received from a responsive and responsible bidder for such work or, if the work is not bid, the lowest bona fide negotiated proposal for such work from a responsive or responsible person.

Prior to submission and approval of Consultant's opinion of probable Construction Cost of the Project in the Study and Report Phase, progress payments shall be based upon salaries and wages paid to all Consultant personnel engaged directly on the Project and actual expenses incurred by Consultant directly or indirectly in connection with the Project.

Upon completion and final acceptance of each phase of Services, Owner shall pay such additional amount, if any, or be entitled to credit against future progress payments such amount, if any, as may be necessary to bring the total compensation paid on account of such phase to the foregoing percentages of the total or estimated Construction Cost of the Project, as the case may be.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall mean_____.

10. **Modifications to Contract:**

[Describe Contract modifications or state “none”]

11. **Attachments:**

[List or state “none”]

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is_____, 2020

VILLAGE OF LAKE IN THE HILLS

By: Russ Ruzanski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Michael Kerr
Executive Vice President

Task Order No. ____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:

ATTACHMENT C

Standard Charges for Professional Services (For Billing Rate Task Orders Only)

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	241
Engineer V	200
Engineer IV	163
Engineer III	146
Engineer I/II	116
Survey V	220
Survey IV	188
Survey III	165
Survey II	121
Survey I	96
Engineering Technician V	190
Engineering Technician IV	155
Engineering Technician III	140
Engineering Technician I/II	65
CAD Manager	170
Assistant CAD Manager	147
CAD II	130
GIS Specialist III	142
GIS Specialist I/II	90
Landscape Architect	163
Environmental Resource Specialist V	208
Environmental Resource Specialist IV	163
Environmental Resource Specialist III	134
Environmental Resource Specialist I/II	90
Environmental Resource Technician	110
Administrative	100
Engineering Intern	61
Information Technician III	125
Information Technician I/II	112
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit



MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHASTAIN & ASSOCIATES LLC
FOR
CALENDAR YEAR 2020 PROFESSIONAL ENGINEERING SERVICES

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHASTAIN & ASSOCIATES LLC
FOR
CALENDAR YEAR 2020 PROFESSIONAL ENGINEERING SERVICES

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	THE SERVICES	1
1.1	Performance of the Services	1
1.2	Commencement and Completion Dates.....	3
1.3	Required Submittals.....	3
1.4	Review and Incorporation of Contract Provisions.....	4
1.5	Financial and Technical Ability to Perform.....	4
1.6	Time	4
1.7	Consultant's Personnel and Subcontractors.....	5
1.8	Owner's Responsibilities	6
1.9	Owner's Right to Terminate or Suspend Services for Convenience.....	7
ARTICLE II	CHANGES AND DELAYS	7
2.1	Changes.....	7
2.2	Delays.....	8
2.3	No Constructive Change Orders	8
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	9
3.1	Representation of Services	9
3.2	Corrections	9
3.3	Risk of Loss	10
ARTICLE IV	FINANCIAL ASSURANCES	10
4.1	Insurance	10

4.2	Indemnification.....	11
ARTICLE V	PAYMENT	12
5.1	Contract Price	12
5.2	Taxes, Benefits and Royalties	12
5.3	Progress Payments	12
5.4	Final Acceptance and Final Payment.....	13
5.5	Deductions	14
5.6	Accounting	15
ARTICLE VI	REMEDIES.....	15
6.1	Owner's Remedies.....	15
6.2	Terminations and Suspensions Deemed for Convenience	16
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	16
7.1	Binding Effect	16
7.2	Relationship of the Parties	17
7.3	No Collusion.....	17
7.4	Assignment	17
7.5	Confidential Information.....	18
7.6	No Waiver	18
7.7	No Third Party Beneficiaries	18
7.8	Notices.....	18
7.9	Governing Laws	19
7.10	Changes in Laws.....	19
7.11	Compliance with Laws and Grants.....	19
7.12	Documents	20
7.13	Time	21
7.14	Severability	21
7.15	Entire Agreement	21
7.16	Amendments	22

ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

ATTACHMENT C – Standard Charges for Professional Services

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHASTAIN & ASSOCIATES LLC
FOR
CALENDAR YEAR 2020 PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the Village of Lake in the Hills, 600 Harvest Gate Road, Lake in the Hills, Illinois 60156, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and Chastain & Associates LLC, 120 West Center Court, Schaumburg, IL 60195, an Illinois corporation, (“Consultant”), make this Contract as of the 12th day of December, 2019, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

A Consultant’s Services

1. Transportation Consultant. Consultant shall perform the duties, without a task order, subject to such ordinances, rules, regulations, and directions as the Village President, Board of Trustees, and Village Administrator or their designated representative may from time to time, establish, including but not limited to the following:
 - a. General Engineering
 - i. Undertaking investigations of minor right-of-way engineering matters;
 - ii. Providing design and construction management services for the annual motor fuel tax street replacement program;
 - iii. Attendance at Village Board meetings, Committee of the Whole meetings, and staff meetings as required;
 - iv. Providing support for the preparation of drawings and maps to support Village Departments;
 - v. Preparation of monthly status reports;
 - vi. Assist in the preparation of the annual capital budget and grant applications;

- vii. Assist in providing geographic information system (GIS) mapping services;
- viii. Providing timely information concerning changes to legislation, grant availability, and standards of engineering practice which could have an impact on Village programs; and
- ix. Assisting Village Departments as necessary.

2. Task Orders. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Services”, subject to reimbursement of costs as described in the Task Order and this contract:

- a. Labor, Equipment, Materials, and Supplies Provide, perform, and complete, in the manner described and specified in the Task Order for such Project and this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary for such Project in accordance with such of the basic engineering services set forth in Attachment A to this Contract as may be specified or referred to in the Task Order for such Project and such other engineering services as may be specified or referred to in the Task Order for such Project and not set forth in Attachment A.
- b. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.
- c. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract and such other certificates and policies of insurance as may be specified in the Task Order for such Project.

- d. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services and in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

B Task Orders. Consultant's Services shall be rendered in connection with such Projects as are delineated and described in Task Orders issued pursuant to this Contract. All Task Orders issued pursuant to this Contract shall be in the general form attached hereto as Attachment B, and all Services to be provided pursuant to any such Task Order shall be provided, performed, and completed in accordance with the terms and conditions contained in such Task Order and this Contract. Consultant and Owner shall agree on the scope of Services to be provided, the time for performance of the Services to be provided, and the cost or, if the Services are to be performed in separate phases with separate costs, the costs for each separate phase of Services to be provided under each Task Order. No Services shall be provided under this Contract without the issuance of a Task Order approved by Owner and Consultant except as described in paragraph 1.1 A.1.

The terms and conditions set forth in this Contract shall apply to each Task Order unless specifically modified in such Task Order. In the event of a conflict between this Contract and a Task Order, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Contract is amended by Owner and Consultant, such amendment shall apply to all Task Orders issued after the effective date of the amendment and, unless otherwise specifically provided in such amendment, shall not apply to any Task Orders issued prior to the effective date of the amendment.

No Task Order shall be issued pursuant to this Contract after December 31, 2020, unless such date is extended by amendment to this Contract. Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

1.2 Commencement and Completion Dates

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall commence the Services not later than the "Commencement Date" set forth in the Task Order for such Project, and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with the Task Order for such Project and this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases with separate completion dates, the "Completion Dates" set forth in the Task

Order for such Project, as such Completion Date or Dates may be extended by a Change Order issued pursuant to Section 2.1 of this Contract due to changes in the Task Order, the Project, or the Services, or due to delays that result from causes that could not be avoided or controlled by Consultant in accordance with Article II of this Contract. The time of commencement, rate of progress, and time of completion for each Task Order issued pursuant to this Contract are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such Project or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services for such Project ("Required Submittals"). In the event Owner requests Consultant to submit any such report, document, data, or information to fully document the Services that are not specifically set forth in the Task Order for such Project or otherwise required to be submitted by Consultant under this Contract, then an equitable adjustment in the Contract Price for such Task Order may be made in accordance with Section 2.1 of this Contract.

B Time of Submission and Owner's Review. For each Project delineated and described in a Task Order issued pursuant to this Contract, all Required Submittals shall be provided to Owner no later than the time, if any, specified in the Task Order for such Project or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, but not more than 30 days in advance, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to the Task Order for such Project and this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to the Task Order for such Project and this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C Responsibility for Delay. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals

conforming to the Task Order for such Project and this Contract that could have been avoided or controlled by Consultant.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, and, by its approval of each Task Order issued pursuant to this Contract, that it has carefully reviewed, and fully understood, each such Task Order, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

1.6 Time

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is ready, willing, able, and prepared to begin the Services on the Commencement Date set forth in the Task Order for such Project and that the Contract Time for such Task Order is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract for the Contract Price set forth in the Task Order for such Project.

1.7 Consultant's Personnel and Subcontractors

A Consultant's Personnel. For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in the Task Order for such Project. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel for such Task Order can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel in such Task Order. Consultant shall notify Owner as soon as practicable prior to terminating the employment of any such designated Key Project Personnel, or reassigning any of such designated Key Project Personnel to other positions, or upon receiving notification of the resignation of any of such designated Key Project Personnel. Consultant shall submit justification, including a description of proposed

substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services to be provided, performed, and completed under such Task Order. No such termination or reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such termination, reassignment, resignation, or substitution.

B Approval and Use of Subcontractors. For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract. All Services performed under any subcontract shall be subject to all of the provisions of the Task Order for such Project and this Contract in the same manner as if performed by employees of Consultant. For each Project delineated and described in a Task Order issued pursuant to this Contract, every reference in the Task Order for such Project and in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of the Task Order for such Project and this Contract.

C Removal of Personnel and Subcontractors. For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, if any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such removal or replacement.

1.8 Owner's Responsibilities

For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may

require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) distribute to all applicable departments within Owner's organization for review and comment, and review and comment on, all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled.

B Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant

(1) Consultant's Direct Labor Costs and Reimbursable Expenses, as defined in the Task Order for such Project, for all Services done in compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments under such Task Order and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II CHANGES AND DELAYS

2.1 Changes

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right, by written order executed by Owner, to make changes in the Task Order, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time for such Task Order may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for such Task Order for a period of time equal to the delay resulting from causes that could not be avoided or controlled by Consultant. No extension of the Contract Time for such Task Order shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order for such Task Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order for such Task Order, then Consultant shall

submit to Owner a written request for the issuance of, or revision of, a Change Order for such Task Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order for such Task Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time for such Task Order and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Services

A Scope of Representation. For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes, and regulations after this date shall entitle the consultant to request a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services Provisions of this Agreement; shall strictly conform to the requirements of the Task Order for such Project and this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, the Task Order for such Project and this Contract; and shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services. The representation herein expressed shall be in addition to any other representations and warranties expressed in the

Task Order for such Project or this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under the Task Order for such Project and this Contract, as required under the applicable standard of care. Consultant shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Consultant's negligent acts, errors, or omissions, or failure to meet representation.

3.3 Risk of Loss

For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent acts, errors, or omissions, or failure to meet representation and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such negligent acts, errors, or omissions, or failure to meet representation. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

A Insurance Required. Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth below as required. For good cause shown, Owner may extend the time for submission of the required certificates or policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to Owner and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner, with ten day exception for non-payment of premium.

B Minimum Coverages. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet representation pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the following minimum insurance coverages and limits:

1 Worker's Compensation and Employer's Liability with limits not less than:

a) Worker's Compensation: Statutory;

b) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease-per employee

\$1,000,000 disease-policy limit

The insurer shall agree to waive all rights of subrogation against the Owner its officials, agents, employees, and volunteers for losses arising from work performed by the Consultant for the Owner.

2 Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds. ISO Business Auto Liability coverage form CA0001, Symbol 01 "Any Auto" shall be provided.

3 Commercial General Liability with coverage written on an "occurrence" basis and with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability
- Personal Injury
- Bodily injury and property damage
- "X", "C", and "U" exclusions shall be deleted

ISO Additional Insured Endorsement CG2010 shall be provided.

- 4 Professional Liability Insurance with a limit of liability of not less than \$2,000,000 per claim/annual aggregate, an extended reporting period of not less than three-years if coverage is written on a "claims made" basis, and covering Consultant against claims caused by Consultant's negligent act, error or omission in the performance of professional services under this Contract and each Task Order issued pursuant to this Contract.

If the policy is written on a claims made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed, or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three years. Insurance shall provide indemnification for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

- Preparing, approving, failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.
- Providing direction, instruction, supervision, inspection, engineering services, or failing to provide them, if that is the primary cause of injury or damage.

- 5 Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy

exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

C. **General Requirements**

1. Insurance shall contain a Severability of Interests / Cross liability clause or language stating the Consultant's insurance shall apply separately to each insured whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. The Consultant shall furnish the Owner certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds (except for Workers Compensation and Professional Liability), and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements shall be on Insurance Service Office (ISO) forms: CG2010 or CG2026. The Village reserves the right to request fully certified copies of insurance policies and endorsements.
3. The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements state herein.

4.2 Indemnification

For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, and save harmless Owner against lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise out of or in connection with Consultant's negligent acts, errors, or omissions, or failure to perform the Services or any part thereof, except to the extent caused by the negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

A. For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, in accordance with and subject to the

terms and conditions set forth in this Article V and in such Task Order, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in such Task Order (the “Contract Price”), subject to any additions, deductions, or withholdings provided for in this Contract.

B. For all services provided which are not covered by a Task Order, the Consultant shall invoice the Village on an hourly basis for direct labor to perform the work at a rate set forth in Attachment C. The Village may request an estimate of fee for approval before work commences. If an estimate is provided, the Consultant shall not exceed the estimated fee without prior approval of the Village.

5.2 Taxes, Benefits and Royalties

For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

5.3 Progress Payments

A. Payment in Installments. For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price shall be paid in monthly installments in the manner set forth in the Task Order for such Project (“Progress Payments”).

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant’s prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under such Task Order. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if

the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

C. Date of Payment. For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be paid for all Services done in compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract up to the day before the pay request, less the aggregate of all previous Progress Payments under such Task Order, no later than 45 days following submission of such pay request; provided, however, that Owner shall not be obligated to make any Progress Payment unless and until Consultant has submitted all required data and documentation to Owner and such documentation and data is complete and in proper form.

5.4 Final Acceptance and Final Payment

For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. Any form of acceptance by Owner for Services, as described in this this Subsection, shall not waive any right or claim the Owner may have against Consultant or other contracted or sub-contracted parties or manufacturers or distributors for warranties, defects, deficiencies, and/or omissions in the provision and/or performance of such Services. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, as soon as practicable after final acceptance, the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). For all services provided as Village Engineer (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, the acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services under such Task Order, as the case may be, shall operate as a full and complete release of Owner of

and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance

with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract or any Task Order issued pursuant to this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI **REMEDIES**

61 Owner's Remedies

For each Project delineated and described in a Task Order issued pursuant to this Contract, if it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of the Task Order for such Project and this Contract, or has attempted to assign the Task Order for such Project or this Contract or Consultant's rights under the Task Order for such Project or this Contract, either in whole or in part, or has falsely made any representation or warranty in the Task Order for such Project or this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of the Task Order for such Project or this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into strict compliance with the Task Order for such Project and this Contract.
2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price for such Task Order.
3. Owner may terminate the Task Order for such Project without liability for further payment of amounts due or to become due under the Task Order for such Project except payment of amounts due or to become due under the Task Order for such Project for all Services done in compliance with, and as required by or

pursuant to, the Task Order for such Project and this Contract up to the effective date of termination.

4. Owner may withhold from any Progress Payment or Final Payment that may be or become due under such Task Order, whether or not previously approved, or may recover from Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover any damages suffered by Owner as the result of any Event of Default.

62 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Consultant's rights under a Task Order issued pursuant to this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract, and all Task Orders issued pursuant to this Contract, shall be binding upon Owner and Consultant and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract or any Task Order issued pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Neither Owner nor Consultant shall (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of their respective rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of the other party to this Contract, which approval may be withheld in the sole and unfettered discretion of the party whose approval is required; provided, however, that the other party's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318.

7.5 Confidential Information

For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, all information supplied by Owner to Consultant for or in connection with the Task Order for such Project or the Services under such Task Order shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services under such Task Order.

7.6 No Waiver

For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, no examination, inspection, investigation, test, measurement,

review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under the Task Order for such Project or this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of the Task Order for such Project or this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract or under any Task Order issued pursuant to this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Lake in the Hills
Public Works Facility
9010 Haligus Road
Lake in the Hills, Illinois 60156
Attention: Daniel Kaup
Director of Public Works

Notices and communications to Consultant shall be addressed to, and delivered at, the following address:

Chastain & Associates LLC
120 West Center Court
Schaumburg, Illinois 60195
Attention: David L. Lawry, P.E.

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and each Task Order issued pursuant to this Contract, and the rights of Owner and Consultant under this Contract and each Task Order issued pursuant to this Contract, shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract or in a Task Order issued pursuant to this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services under any Task Order issued pursuant to this Contract or any part thereof.

Every provision of law required by law to be inserted into this Contract or in a Task Order issued pursuant to this Contract shall be deemed to be inserted herein or therein.

7.12 Documents

For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall be and remain the property of Owner. At Owner's request, or upon termination of this Contract or any Task Order issued pursuant to this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract or any Task Order issued pursuant to this Contract; provided, however, that prior to the disposal or destruction of the Documents by Consultant or any of its subcontractors following said three year period, Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

The Owner acknowledges the Consultant's construction documents, including electronic files of those construction documents, as instruments of professional service. Nevertheless, the final construction documents, including electronic files of those construction documents prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents, including electronic files of those construction documents without the prior written authorization of the Consultant. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against any damages, liabilities, or costs, including attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents, including electronic files of those construction documents by the Owner or any person or entity that acquires or obtains the construction documents, including electronic files of those

construction documents from or through the Owner without the written authorization of the Consultant.

7.13 Time

The Owner and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices. Services performed under a task order will be performed in accordance with the time frame included in the task order.

7.14 Severability

The provisions of this Contract and each Task Order issued pursuant to this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract or a Task Order issued pursuant to this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract or such Task Order shall be in any way affected thereby.

7.15 Entire Agreement

For each Project delineated and described in a Task Order issued pursuant to this Contract, this Contract and the Task Order for such Project set forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services under such Task Order and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services under such Task Order and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

VILLAGE OF LAKE IN THE HILLS

By: _____
Cecilia Carman
Village Clerk

By: _____
Russ Ruzanski
Village President

Attest/Witness:

CHASTAIN & ASSOCIATES LLC

By: _____
Steven Frerichs, P.E.
Title: Project Manager

By: _____
David Lawry, P.E.
Title: Director of Municipal Services

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in each Project delineated and described in a Task Order issued pursuant to the Contract. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under each such Task Order and the Contract. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below that are required to be provided under the Task Order for such Project or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

1. Study and Report Phase. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.
 - b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.
 - c. Provide economic analysis of various alternatives.
 - d. Prepare, for review and approval by Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide 5 copies and review them in person with Owner.

2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Determine the general scope, extent and character the Project.
 - b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
 - c. Furnish 5 copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
 - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
 - c. Furnish 5 copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.
4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and conduct pre-bid or negotiation conferences.
 - b. Issue addenda as appropriate and approved by Owner.
 - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
 - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
 - e. Conduct bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.
5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:

- a. Furnish advice and consulting services during the construction period.
- b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.
- c. Consult and advise on the interpretation of the construction contracts.
- d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.
- e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.
- f. Review contractors' breakdown of cost, material quantities and scheduling.
- g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.
- h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.
- i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.
- j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.
- k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.
- l. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.

- m. Prepare and continuously update drawings of record and submit 5 set(s) of reproducible drawings of record to Owner within 90 days from the completion of the construction contract.
6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
- a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
 - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Chastain & Associates, LLC (“Consultant”) for Calendar Year 2020 Professional Engineering Services, dated December 12th, 2019 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

[Incorporate applicable Attachment A paragraphs -- either by reference or in their entirety]

B. Additional Services:

[Describe additional services to be provided or state “none”]

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

[List or state “none”]

4. **Commencement Date:**

┌ the date of execution of this Task Order by Owner.

┌ _____ days following execution of this Task Order by Owner.

┌ _____ days following issuance of Notice to Proceed by Owner.

┌ _____, 2020.

5. **Completion Date:**

For use with single phase projects or multiple phase projects with single completion date:

┌ _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

┌ _____, 2020, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate completion dates:

A. Study and Report Phase: _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Preliminary Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. Final Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

D. Bidding or Negotiating Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

E. Construction Phase: _____ days following completion by, and final payment to, the construction contractor plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

F. Operational Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

G. _____ Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal: Due Date:

7. **Key Project Personnel:**

Names: Telephone:

8. **Contract Price:**

PREFERRED METHOD--BILLING RATE TASK ORDER

For use with single phase projects or multiple phase projects with single not to exceed cost limitation:

For providing, performing, and completing all Services, an amount equal to Consultant’s Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate not to exceed cost limitations:

For providing, performing, and completing each phase of Services, an amount equal to Consultant’s Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$

<u>Phase</u>	<u>Not to Exceed</u>
Construction	\$
Operational	\$
_____	\$

OTHER OPTIONS

└ LUMP SUM TASK ORDER

For use with single phase projects or multiple phase projects with single lump sum cost:

For providing, performing, and completing all Services, the total Contract Price of:

_____ Dollars and _____ Cents
 (in writing) (in writing)

_____ Dollars and _____ Cents
 (in figures) (in figures)

For use with multiple phase projects with separate lump sum amounts:

For providing, performing, and completing each phase of Services, the following lump sum amount set forth opposite each such phase:

<u>Phase</u>	<u>Lump Sum</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$

Operational \$
 _____ \$

COST PLUS FIXED FEE TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

For providing, performing, and completing all Services, a fixed fee of \$_____ plus an amount equal to Consultant’s Direct Labor Costs times a factor of_% for all Services rendered by principals and employees engaged directly on the Project.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate pricing:

For providing, performing, and completing each phase of Services, the following fixed fee set forth opposite each such phase, plus an amount equal to Consultant’s Direct Labor Costs times the following factor set forth opposite each such phase, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	\$	%	\$
Preliminary Design	\$	%	\$
Final Design	\$	%	\$
Bidding/Negotiation	\$	%	\$
Construction	\$	%	\$
Operational	\$	%	\$

<u>Phase</u>	<u>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
_____	\$	%	\$

DIRECT COST TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of _____% for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate pricing:

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	%	\$
Preliminary Design	%	\$
Final Design	%	\$
Bidding/Negotiation	%	\$
Construction	%	\$

<u>Phase</u>	<u>Direct Labor Cost</u> <u>Factor</u>	<u>Not to Exceed</u>
Operational	%	\$
_____	%	\$

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

For providing, performing, and completing all Services, an amount equal to _____% of the Construction Cost of the Project.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. Payments:

PREFERRED METHOD--BILLING RATE TASK ORDER

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

OTHER OPTIONS:

For use with Lump Sum Task Orders:

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and

resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall mean_____.

For use with Cost Plus Fixed Fee Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant and attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

For use with Direct Cost Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

For use with Percentage of Construction Cost Task Orders:

The Construction Cost of the Project for purpose of determining payment of the Contract Price to Consultant means the total cost to Owner, as estimated by Consultant or as bid by the Contractor engaged to perform the Project,

whichever is less, of all elements of the Project designed or specified by Consultant; provided, however that Construction Cost of the Project shall not include Consultant's compensation and expenses, cost of land, rights-of-way, or compensation for or damages to, properties, nor Owner's legal, accounting, insurance counseling, or auditing services, or interest and finance charges incurred in connection with the Project or other costs that are the responsibility of Owner pursuant to Section 1.8 of the Contract.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report	_____	%
Preliminary Design	_____	%
Final Design	_____	%
Bidding/Negotiation	_____	%
Construction	_____	%
Operational	_____	%
_____	_____	%

Prior to completion of construction and final payment to the construction contractor, the estimated Construction Cost of the Project shall be based upon the construction contract price at the time of the award.

Prior to award of a construction contract, the estimated Construction Cost of the Project shall be based upon the lesser of (i) the most recent Consultant's opinion of probable Construction Cost of the Project submitted to, and approved by, Owner or (ii) the lowest bona fide bid received from a responsive and responsible bidder for such work or, if the work is not bid, the lowest bona fide negotiated proposal for such work from a responsive or responsible person.

Prior to submission and approval of Consultant's opinion of probable Construction Cost of the Project in the Study and Report Phase, progress payments shall be based upon salaries and wages paid to all Consultant personnel engaged directly on the Project and actual expenses incurred by Consultant directly or indirectly in connection with the Project.

Upon completion and final acceptance of each phase of Services, Owner shall pay such additional amount, if any, or be entitled to credit against future progress payments such amount, if any, as may be necessary to bring the total compensation paid on account of such phase to the foregoing percentages of the total or estimated Construction Cost of the Project, as the case may be.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall mean_____.

10. **Modifications to Contract:**

[Describe Contract modifications or state “none”]

11. **Attachments:**

[List or state “none”]

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is_____, 2020

VILLAGE OF LAKE IN THE HILLS

By: Russ Ruzanski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

CHASTAIN & ASSOCIATES LLC

David Lawry, P.E.
Director of
Municipal Services

Task Order No. ____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:

ATTACHMENT C

Standard Charges for Professional Services (For Billing Rate Task Orders Only)

PRINCIPAL	\$195 /HR
SENIOR PROFESSIONAL	\$190 /HR
SENIOR PROJECT MANAGER	\$182 /HR
PROJECT MANAGER	\$143 /HR
SENIOR TECHNICIAN	\$120 /HR
TECHNICIAN	\$85 /HR
PROJECT ENGINEER	\$115 /HR
ENGINEER	\$85 /HR
JUNIOR FIELD PERSONNEL	\$70 /HR
ADMINISTRATIVE COORDINATOR	\$85 /HR
ADMINISTRATIVE	\$55 /HR
CORPORATE ADMIN	\$60 /HR
<i>2020 Rate for all Administrative Staff</i>	<i>\$58 /HR</i>
PRINTS/IN HOUSE*	\$N/C /SQ FT
MILEAGE (Personal Vehicle)*	\$0.58 /MILE
MILEAGE (Survey or Construction vehicle)	\$65 /DAY
PROPERTY IRONS*	\$N/C /EA
HUB/LATH*	\$N/C /EA
MAILING/SHIPPING*	NO CHARGE N/C

*Indicates Reimbursable Items



REQUEST FOR BOARD ACTION

MEETING DATE: December 10, 2019

DEPARTMENT: Public Works

SUBJECT: Ordinance Amending the Lake in the Hills Airport Private Hangar Electrical Service Fees

EXECUTIVE SUMMARY

One of the fees the Lake in the Hills Airport charges tenants who lease hangar spaces at the airport is a monthly private hangar electrical service fee ("Electrical Service Fee"). The Electrical Service Fee is meant to reimburse the Village for electricity used by private hangars and is based on the circuit breaker size of each hangar as well as electricity invoices from the previous year (October to October). Electrical service costs for public uses, such as airfield lighting, navigational aides, the fuel tanks, and the airport office, are separated from private hangar use and are not reimbursed through the Electrical Service Fee. The 2019 fiscal year saw an increased cost for electricity primarily due to additional consumption. Therefore, the following increases are reflected for 2020 fees in the attached Proposed Ordinance:

Breaker Size (Amps)	Monthly Fee (USD)	Comments
20	\$6 \$9	Single breaker serves 3 individual hangars
20	\$11 \$13	Single breaker serves 2 individual hangars
20	\$22 \$26	Fee per individual breaker
30	\$33 \$38	Fee per individual breaker
40	\$44 \$51	Fee per individual breaker
50	\$56 \$64	Fee per individual breaker
60	\$67 \$77	Fee per individual breaker

FINANCIAL IMPACT

The new electrical fees are estimated to bring the airport an additional \$3,216 per year in revenue.

ATTACHMENTS

1. Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance amending the Lake in the Hills Airport Private Hangar Electrical Service Fees

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2019- _____

An Ordinance Amending the Lake in the Hills Airport Private Hangar Electrical Service Fees

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.

NOW, THEREFORE, BE IT ORDAINED 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 following rates schedule shall be effective January 1, 2020 to various private hangar electrical service fees at the airport.

Private Hangar Electrical Service Fee

Monthly Fee by Breaker Size and Configuration

Table with 3 columns: Breaker Size (Amps), Monthly Fee (USD), and Comments. Rows show fees for 20, 30, 40, 50, and 60 amp breakers, with some values crossed out and new ones added in red.

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 12th day of December, 2019 by roll call vote as follows:

Roll call vote table with columns: Ayes, Nays, Absent, Abstain and rows for Trustee Stephen Harlfinger, Trustee Ray Bogdanowski, and Trustee Bob Huckins.

Trustee Bill Dustin
Trustee Suzette Bojarski
Trustee Diane Murphy
President Russ Ruzanski

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: December 10, 2019

DEPARTMENT: Community Services

SUBJECT: Public Utility and Access Easements Across The Heathers Senior Living Property

EXECUTIVE SUMMARY

The Heathers Senior Living, formerly Ebbington Senior Living, prepared for Village Board acceptance a plat of easement granting public utility and access easements across their property. The Village requested the easements to allow public access to the site and maintenance and repair access to water, sanitary sewer, and stormwater infrastructure on the site. The Lake in the Hills Sanitary District has already accepted the easement. Attached for your consideration are the plat and ordinance accepting the easement.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Ordinance

RECOMMENDED MOTION

Motion to approve an ordinance accepting the public utility and access easements across The Heathers Senior Living property at 4550 to 4570 Princeton Lane on Parcel 18-14-411-003.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2019 - _____

**An Ordinance Accepting a Public Access Easement
Granting Public Utility and Access Easements
across The Heathers Senior Living property at
4550 through 4570 Princeton Lane on Parcel 18-14-411-003
in the Village of Lake in the Hills**

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

WHEREAS, the Village of Lake in the Hills requested The Heathers Senior Living provide a public access easement to allow public access and to the site and utility easements to allow maintenance and repair access to water, sanitary, sewer, and stormwater infrastructure on the site.

WHEREAS, The Heathers Senior Living prepared a plat of easement granting a public access easement across their property for Village Board acceptance, as shown on Exhibit A. The Subject Property is located at 4550 through 4570 Princeton Lane, Lake in the Hills, IL 60156 with a PIN of 18-14-411-003; and

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

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

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

SECTION 2: A public access easement across The Heather Senior Living Property, in accordance with the plat of easement attached hereto as Exhibit A, is hereby accepted.

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

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

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

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

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

APPROVED THIS 12TH DAY OF DECEMBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

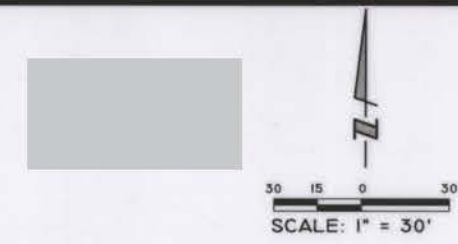
Published: _____

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

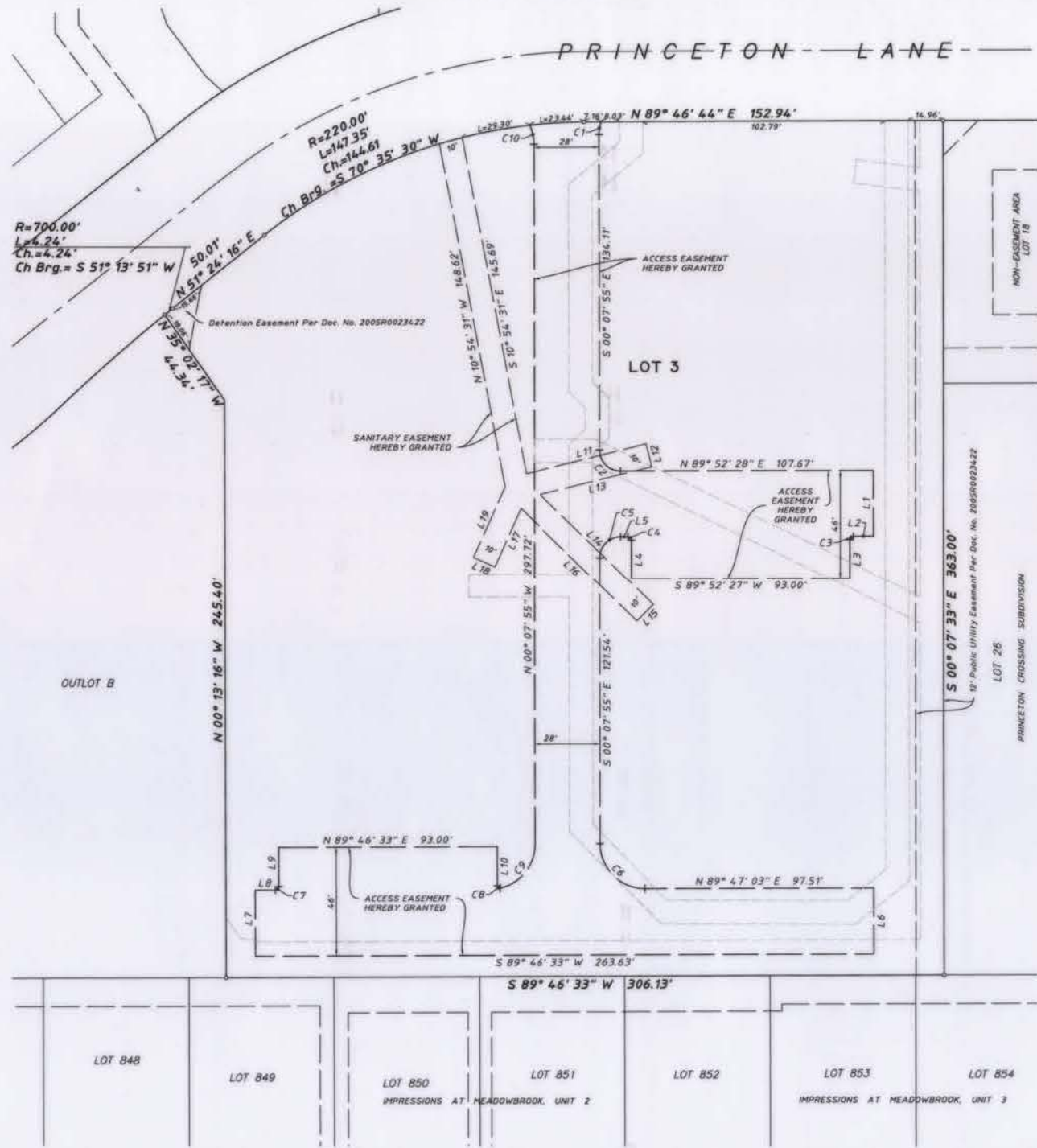
PLAT OF EASEMENT

OF

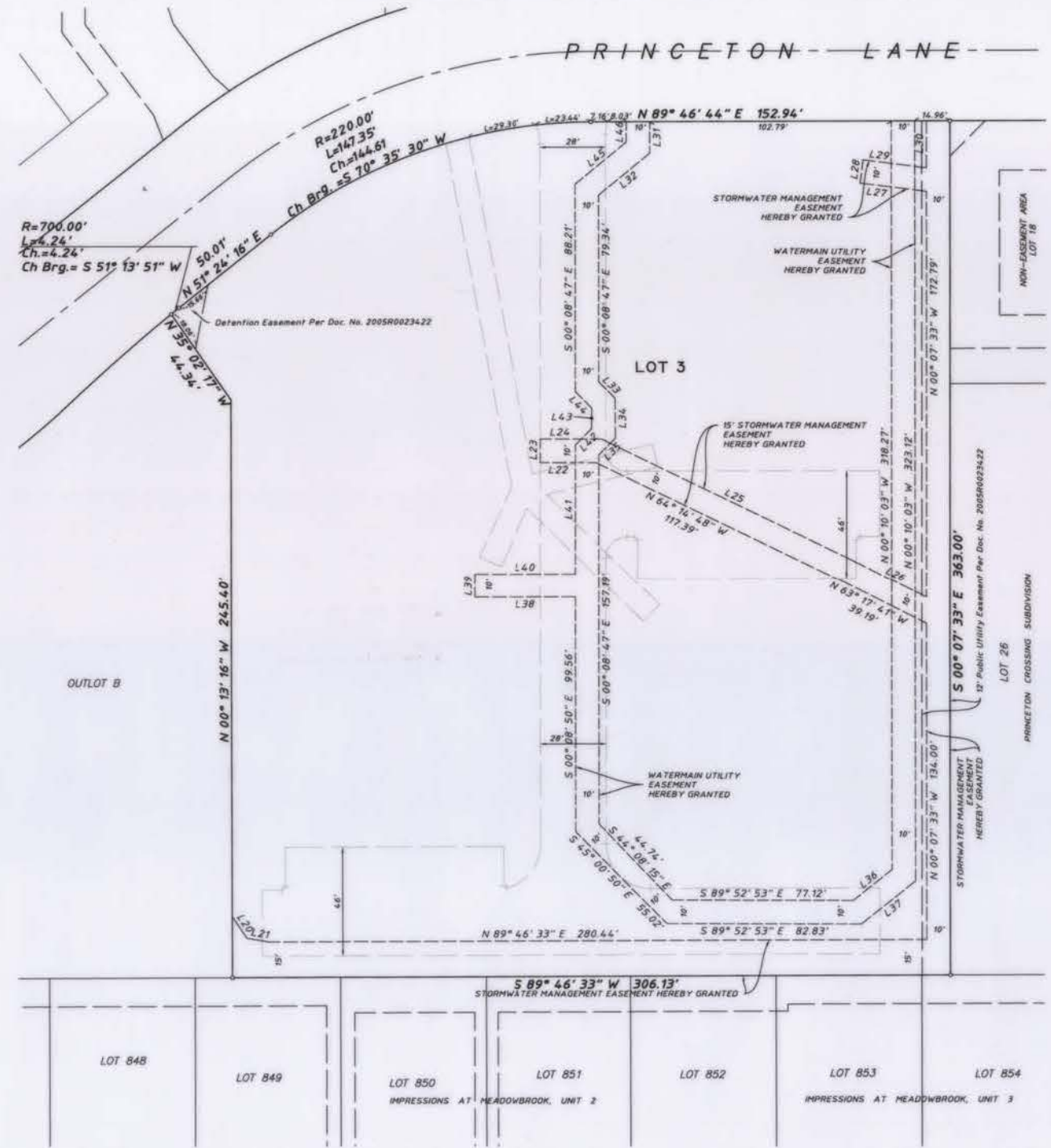
LOT 3 IN LAKEWOOD POINTE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 2005 AS DOCUMENT NO. 2005R0023422. IN McHENRY COUNTY, ILLINOIS.



ACCESS EASEMENT & SANITARY EASEMENT



STORMWATER MANAGEMENT EASEMENT & WATERMAIN EASEMENT



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			CURVE TABLE				
Line	Direction	Length	Line	Direction	Length	Line	Direction	Length	Line	Direction	Length	Line	Direction	Length	Curve	Length	Radius	Chord	Chord Bearing
L1	S 00° 07' 33" E	28.00	L11	N 76° 04' 13" E	52.78	L21	S 80° 48' 05" E	9.71	L31	S 00° 02' 02" E	13.33	L41	N 00° 08' 50" W	54.95	C1	5.39	19.00	5.37	S 01° 59' 31" W
L2	S 89° 52' 28" W	8.50	L12	S 13° 55' 47" E	10.00	L22	S 89° 59' 48" W	23.84	L32	S 00° 26' 24" W	28.18	L42	N 44° 52' 06" E	9.86	C2	14.09	9.00	12.89	S 44° 57' 38" E
L3	S 00° 07' 33" E	16.50	L13	S 70° 04' 13" W	49.08	L23	N 00° 07' 59" W	10.00	L33	S 40° 07' 50" E	9.87	L43	N 00° 07' 30" W	8.89	C3	2.36	1.50	2.12	S 44° 52' 28" W
L4	N 00° 07' 33" E	16.50	L14	S 45° 49' 20" E	67.51	L24	N 89° 59' 48" E	26.25	L34	S 00° 22' 22" E	16.91	L44	N 45° 07' 55" W	9.87	C4	2.36	1.50	2.12	N 40° 07' 34" W
L5	S 89° 52' 27" W	3.11	L15	S 44° 10' 40" W	10.00	L25	S 04° 14' 48" E	119.78	L35	S 44° 52' 05" W	9.96	L45	N 50° 26' 24" E	26.20	C5	14.14	9.00	12.73	S 44° 52' 28" W
L6	S 00° 13' 27" E	27.99	L16	N 45° 48' 20" W	89.37	L26	S 03° 17' 41" E	24.22	L36	N 51° 28' 08" E	21.08	L46	N 00° 02' 02" W	8.99	C6	29.89	19.00	26.89	S 45° 10' 41" E
L7	N 00° 13' 27" W	28.00	L17	S 24° 08' 25" W	27.34	L27	N 80° 50' 20" W	28.44	L37	S 51° 28' 08" W	29.42	C7	2.36	1.50	2.12	N 44° 48' 32" E			
L8	N 89° 46' 31" E	8.50	L18	N 05° 51' 35" W	10.00	L28	N 01° 06' 40" E	10.00	L38	S 89° 51' 10" W	43.15	C8	1.79	1.00	1.56	S 51° 28' 51" E			
L9	N 00° 13' 27" W	16.50	L19	N 24° 08' 25" E	32.90	L29	S 82° 50' 20" E	27.17	L39	N 00° 08' 50" W	10.00	C9	25.89	19.00	23.78	N 38° 38' 59" E			
L10	S 00° 13' 27" E	16.50	L20	S 34° 04' 32" E	11.01	L30	N 00° 07' 33" W	19.94	L40	N 89° 51' 10" E	43.15	C10	9.32	19.00	8.20	N 12° 40' 47" W			

HAEGER ENGINEERING
 consulting engineers land surveyors
 100 East State Parkway, Schalmburg, IL 60173
 Tel: 847.394.6400 Fax: 847.394.6008
 Illinois Professional Design Firm License No. 184-003152
 www.haegerengineering.com

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

PLAT OF EASEMENT

OF

LOT 3 IN LAKEWOOD POINTE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 2005 AS DOCUMENT NO. 2005R0023422, IN MCHENRY COUNTY, ILLINOIS.

WATER MAIN UTILITY EASEMENT PROVISION

A PERMANENT, EXCLUSIVE (EXCEPT AS OTHERWISE EXPRESSLY AND SPECIFICALLY PROVIDED FOR HEREIN) EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LAKE IN THE HILLS, AN ILLINOIS MUNICIPAL CORPORATION (THE "VILLAGE"), AND ITS SUCCESSORS AND ASSIGNS, WITHIN THE STRIPS OF GROUND, AS SHOWN BY DASHED LINES ON THIS PLAT, THE WIDTHS OF WHICH ARE SHOWN, AND MARKED "WATER MAIN UTILITY EASEMENT" TO INSTALL, LAY, CONSTRUCT, INSTALL, OPERATE AND MAINTAIN WATER MAINS WITH ALL NECESSARY MANHOLES, WATER VALVES, AND OTHER EQUIPMENT AND/OR FACILITIES FOR THE PURPOSE OF SERVING THIS PROPERTY AND ANY OTHER PROPERTY WITH WATER SERVICE ALONG WITH THE RIGHT TO ENTER UPON THE PROPERTY AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, INSTALL, OPERATE, INSPECT, REPAIR AND MAINTAIN WITHIN SAID EASEMENT AREA SAID WATER MAINS, MANHOLES, WATER VALVES AND OTHER EQUIPMENT AND/OR FACILITIES, AND THE RIGHT IS HEREBY GRANTED TO THE VILLAGE TO REMOVE ANY STRUCTURE, IMPROVEMENT, AND/OR BUILDING WITHIN THE WATER MAIN UTILITY EASEMENT AND TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF THE WATER MAIN UTILITY EQUIPMENT OR UNREASONABLY IMPEDE ACCESS THERETO, ALL WATER MAINS AND MANHOLES, EQUIPMENT OR FACILITIES SHALL BE UNDERGROUND OR ON THE SURFACE, BUT NOT LOCATED OVERHEAD.

OBSTRUCTIONS, INCLUDING TREES, FENCES AND OTHER STRUCTURES, SHALL NOT BE PLACED OVER THE VILLAGE'S FACILITIES OR IN, UPON, OR OVER THE PROPERTY WITHIN SAID EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF THE VILLAGE WHICH MAY BE WITHHELD IN ITS REASONABLE DISCRETION WITH THE VILLAGE TAKING INTO ACCOUNT THE IMPACT OF SUCH OBSTRUCTION TO VILLAGE WATER MAIN FACILITIES RELATIVE TO THE MAINTENANCE, REPAIR, INSPECTION, AND REPLACEMENT OF THE VILLAGE'S WATER MAIN AND RELATED FACILITIES. SAID WATER MAIN UTILITY EASEMENT MAY BE USED FOR LANDSCAPING, GARDENS, DRIVEWAYS, AND PARKING EXCEPT AS OTHERWISE DESIGNATED ON THE PLAT. THE GRADES OF THE PROPERTY APPROVED BY THE VILLAGE ENGINEER SHALL NOT BE ALTERED IN ANY MANNER BY THE INSTALLATION OF ANY OF THE FACILITIES OF THE VILLAGE SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF OR WITH THE SURFACE DRAINAGE THEREON. SOCIETY, NICOR, COMMONWEALTH EDISON COMPANY, COMCAST/MEDIACOM, AND HOLDERS OF SIMILAR FRANCHISES GRANTED BY THE VILLAGE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT FOR CROSSINGS OF THE WATER MAIN EASEMENT, AT AN ANGLE OF NOT LESS THAN 45° FROM PARALLEL TO THE UNDERLYING WATER MAIN, WITH ELECTRIC, NATURAL GAS, COMMUNICATIONS, OR OTHER SUCH UTILITY FACILITIES WITH A TWO-FOOT VERTICAL SEPARATION FROM THE VILLAGE WATER MAIN AND RELATED FACILITIES. THE VILLAGE, IN ITS REASONABLE DISCRETION, WILL PERMIT ADDITIONAL UTILITIES TO BE SITUATED WITHIN THE WATER MAIN UTILITY EASEMENT PROVIDED THERE IS APPROPRIATE SEPARATION FROM VILLAGE WATER MAIN FACILITIES, AND TAKING INTO ACCOUNT THE IMPACT TO VILLAGE WATER MAIN FACILITIES RELATIVE TO THEIR MAINTENANCE, REPAIR AND INSPECTION.

IN THE EVENT THAT THE VILLAGE REMOVES ANY TREES, SHRUBS, LANDSCAPING, IMPROVEMENT, STRUCTURE OR BUILDING SITUATED IN OR UPON ANY WATER MAIN UTILITY EASEMENT, THE VILLAGE SHALL NOT BE OBLIGATED TO RESTORE OR PAY COMPENSATION OF ANY KIND FOR THE REMOVAL OF ANY SUCH TREES, SHRUBS, LANDSCAPING, IMPROVEMENT, STRUCTURE OR BUILDING SITUATED THEREON. THE VILLAGE SHALL USE A GOOD FAITH EFFORT TO MINIMIZE DAMAGE IN CONNECTION WITH EXERCISING ITS RIGHTS HEREIN. IN THE EVENT THAT THE VILLAGE INCURS ANY EXPENSE IN REMOVING ANY OBSTRUCTION, IMPROVEMENT, STRUCTURE, BUILDING, TREE, SHRUB OR LANDSCAPING SITUATED WITHIN ANY WATER MAIN UTILITY EASEMENT IN EXERCISING ANY OF ITS RIGHTS AS PROVIDED HEREIN, THE OWNER OF RECORD OF THE LAND UPON WHICH SUCH OBSTRUCTION, IMPROVEMENT, STRUCTURE, BUILDING, LANDSCAPING, TREE OR SHRUB IS SITUATED SHALL PAY TO THE VILLAGE SUCH COST OF REMOVAL WITHIN 30 DAYS OF THE VILLAGE REQUESTING SAME. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE VILLAGE'S ACTIVITIES UNREASONABLY DAMAGE OR DESTROY LANDSCAPING (EXCLUSIVE OF TREES) SITUATED IN OR UPON THE EASEMENT AREA, THE VILLAGE SHALL DILIGENTLY RESTORE SAME.

THE PROPERTY OWNER SHALL NOT BE LIABLE FOR ANY INJURY, DAMAGE OR LOSS OF ANY NATURE WHATSOEVER TO PERSON OR PROPERTY OCCURRING AS A RESULT OF THE VILLAGE'S EXERCISE OF RIGHTS UNDER THESE PROVISIONS UNLESS SUCH INJURY, DAMAGE, OR LOSS IS DIRECTLY AND SOLELY THE RESULT OF THE PROPERTY OWNER'S MISCONDUCT OR NEGLIGENCE. TO THE EXTENT AVAILABLE OR OTHERWISE PERMISSIBLE BY LAW, ANY PERSON OTHER THAN THE VILLAGE, SUCH AS A UTILITY OR A FRANCHISEE (A "THIRD PARTY") HAVING ACCESS TO THE EASEMENT AREA BY VIRTUE OF THESE PROVISIONS SHALL INDEMNIFY AND AGREE TO DEFEND AND SAVE THE PROPERTY OWNER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHENEVER ARISING ON OR AFTER THE DATE HEREOF ARISING OUT OF OR DUE TO (A) ANY ACT OF THE THIRD PARTY OR ANY OF ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR CONTRACTORS WITH RESPECT TO THE EASEMENT AREA, (B) THE EXERCISE BY A THIRD PARTY OF ANY RIGHTS HERE, OR (C) THE USE OR OCCUPANCY OF THE EASEMENT AREA BY SUCH THIRD PARTY.

IN THE EVENT THAT THE VILLAGE DETERMINES THAT OTHER UTILITIES WITHIN THE WATER MAIN UTILITY EASEMENT NEED TO BE RELOCATED TO ENABLE THE VILLAGE TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, AND MAINTAIN ITS WATER MAIN AND RELATED FACILITIES, THE COST ASSOCIATED WITH SUCH UTILITY RELOCATION SHALL BE BORNE BY THE UTILITY PROVIDER RATHER THAN THE VILLAGE. IN THE EVENT THAT THE VILLAGE BRINGS OR DEFENDS LITIGATION REGARDING THE INTERPRETATION OR ENFORCEMENT OF ITS RIGHTS OR ANY OTHER TERMS OR CONDITIONS SET FORTH IN THIS PROVISION, AND THE VILLAGE PREVAILS, IT SHALL BE AWADED ITS ATTORNEYS' FEES AND COSTS FROM THE NONPREVAILING PARTY, INCLUDING THOSE ASSOCIATED WITH ANY APPEAL AS WELL AS ANY COLLECTION PROCEEDING.

THE VILLAGE SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER FROM ANY AND ALL CAUSE OF ACTION ARISING FROM THE VILLAGE, BUT NOT UTILITIES, FRANCHISE HOLDERS OR THIRD PARTIES, RELATIVE TO ITS RIGHTS TO INSTALL, LAY, CONSTRUCT, INSTALL, OPERATE, INSPECT, REPAIR AND MAINTAIN WITHIN SAID EASEMENT AREA SAID WATER MAINS, MANHOLES, WATER VALVES AND OTHER EQUIPMENT AND/OR FACILITIES.

ACCESS EASEMENT PROVISIONS

A PERMANENT, NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER, UPON AND ACROSS THE LANDS SHOWN AND DESIGNATED ON THE ANNEXED PLAT AS "ACCESS EASEMENT" IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LAKE IN THE HILLS AND THE LAKE IN THE HILLS SANITARY DISTRICT. ALL MAINTENANCE OF PAVEMENT WITHIN LOT 3 IS THE RESPONSIBILITY OF THE OWNER OF LOT 3.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

A PERPETUAL, PERMANENT, IRREVOCABLE EASEMENT FOR STORMWATER MANAGEMENT IS HEREBY GRANTED TO THE VILLAGE OF LAKE IN THE HILLS, ITS SUCCESSORS AND OR ASSIGNS, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THAT PART OF THE HEREON CAPTIONED PROPERTY DESIGNATED ON THE PLAT AND MARKED AS "STORMWATER MANAGEMENT EASEMENT" OR "SME" FOR THE COLLECTION AND CONVEYANCE OF STORMWATER IN AREAS TO BE MAINTAINED BY THE OWNER, AT OWNER'S EXPENSE, OF THE LOT(S) ON WHICH THE FACILITIES EXIST IN ACCORDANCE WITH MUNICIPAL ORDINANCES AND THE APPROVED FINAL ENGINEERING IMPROVEMENT PLANS, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES, AND TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN AND THE RIGHT TO ENTER UPON THIS PROPERTY FOR ALL SUCH PURPOSES. ENCROACHMENT OF ANY KIND INCLUDING LANDSCAPING, FENCES, SHEDS OR ACCESSORY STRUCTURES WITHIN SAID EASEMENT IS PROHIBITED UNLESS THE VILLAGE ENGINEER HAS DETERMINED SAID ENCROACHMENT WILL NOT INTERFERE WITH THE PROPER FUNCTION OF SAID FACILITIES. THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER WITH PERSONNEL AND EQUIPMENT UPON SAID EASEMENT AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID EASEMENT. IF THE OWNER FAILS TO MAINTAIN SAID FACILITIES AND, AFTER RECEIPT OF NOTICE FROM THE VILLAGE OF SAID FAILURE, THE OWNER FAILS TO MAKE REQUIRED REPAIRS IN A REASONABLE PERIOD OF TIME, THE VILLAGE MAY MAKE THE REQUIRED REPAIRS IN ITS SOLE DISCRETION AND SHALL BE REIMBURSEMENT FROM THE OWNER FOR THE COSTS INCURRED BY THE VILLAGE TO MAKE THE REPAIR AND/OR FILE A LIEN ON THE PROPERTY.

IN THE EVENT THAT THE VILLAGE BRINGS OR DEFENDS LITIGATION REGARDING THE INTERPRETATION OR ENFORCEMENT OF ITS RIGHTS OR ANY OTHER TERMS OR CONDITIONS SET FORTH IN THIS PROVISION, AND THE VILLAGE PREVAILS, IT SHALL BE AWARDED ITS ATTORNEYS' FEES AND COSTS FROM THE NON-PREVAILING PARTY INCLUDING THOSE ASSOCIATED WITH ANY APPEAL AS WELL AS ANY COLLECTION PROCEEDING.

DISTRICT ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
)SS:
COUNTY OF MCHENRY)

MY SIGNATURE, AS DISTRICT ENGINEER FOR THE LAKE IN THE HILLS SANITARY DISTRICT, CERTIFIES THAT THIS PLAT MEETS ALL THE REQUIREMENTS OF LAKE IN THE HILLS SANITARY DISTRICT ORDINANCES. APPROVED THIS 14th DAY OF November, A.D. 2019.

Steven E. Kell
DISTRICT ENGINEER

SANITARY SEWER EASEMENT PROVISIONS

AN EASEMENT OVER, UNDER, UPON AND ACROSS THE AREAS SHOWN AND LABELED ON THE ANNEXED PLAT AS "SANITARY SEWER EASEMENT" FOR ACCESS FOR INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND CUSTOMARY SERVICING OF ALL SANITARY SEWER COLLECTION LINES SYSTEMS, STRUCTURES, MANHOLES AND ALL OTHER ATTENDANT FACILITIES AND/OR APPURTENANCES SERVING THE LANDS SHOWN ON THE ANNEXED PLAT AS WELL AS OTHER LANDS IS HEREBY RESERVED AND GRANTED BY THE OWNERS OF THE LANDS SHOWN AND DESCRIBED ON THE ANNEXED PLAT, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND GRANTORS, FOR AND TO THE LAKE IN THE HILLS SANITARY DISTRICT, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AS GRANTEEES. SAID RIGHT OF ACCESS IS GRANTED TO THE OFFICERS, EMPLOYEES AND AGENTS OF THE ABOVE NAME GRANTEEES TO ENTER UPON SAID LANDS IN PERSON TOGETHER WITH THEIR RELATED SERVICE AND EMERGENCY EQUIPMENT FOR ALL SUCH PURPOSES STATE HEREIN. NO PERMANENT BUILDINGS SHALL BE PLACED UPON SAID EASEMENT AREAS; HOWEVER THE SAME MAY BE USED FOR SUCH PURPOSES, SPECIFICALLY INCLUDING THE CONSTRUCTION, USE AND MAINTENANCE OF PAVED SURFACE AND/OR LANDSCAPE AREA, THAT DO NOT NOW OR IN THE FUTURE INTERFERE WITH THE RIGHTS AND USES GRANTED HEREIN, PROVIDED THE ESTABLISHED GROUND ELEVATIONS IN SAID EASEMENT AREAS REMAIN UNCHANGED. GRANTEEES SHALL REPLACE AND RESTORE ANY SURFACES AND/OR PLANTS DISTURBED BY THE EXERCISE OF ANY RIGHTS GRANTED HEREIN.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)SS:
COUNTY OF MCHENRY)

THIS IS TO CERTIFY THAT PRINCETON LAKE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, IS THE HOLDER OF RECORD TITLE OF THE LAND DESCRIBED HEREON DOES HEREBY GRANT THE EASEMENT SHOWN AND DESCRIBED HEREON, IN ACCORDANCE WITH THE EASEMENT PROVISIONS CONTAINED HEREIN, AND IN WITNESS WHEREOF, IT HAS CAUSED THIS CERTIFICATE TO BE SIGNED ON ITS BEHALF.

DATED AT LAKE IN THE HILLS, ILLINOIS THIS 13th DAY OF NOVEMBER, A.D. 2019.

BY: *Lammy Hoife*

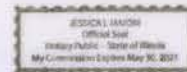
NOTARY CERTIFICATE

STATE OF ILLINOIS)
)SS:
COUNTY OF MCHENRY)

I, Jessica L. Maioni, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT LAWRENCE GARIBO WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS HOLDER OF RECORD TITLE AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 13th DAY OF November, A.D. 2019.

Jessica L. Maioni
NOTARY PUBLIC
MY COMMISSION EXPIRES May 30, 2021



BOARD OF TRUSTEES' CERTIFICATE

STATE OF ILLINOIS)
)SS:
COUNTY OF MCHENRY)

PLAT IS APPROVED AND DEDICATIONS SHOWN HEREON ARE HEREBY APPROVED BY THE LAKE IN THE HILLS SANITARY DISTRICT, MCHENRY COUNTY, ILLINOIS, AT A MEETING HELD ON THE 14th DAY OF November, A.D. 2019.

Edith
DISTRICT PRESIDENT
Karen Storm
ATTEST DISTRICT CLERK



VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
)SS:
COUNTY OF MCHENRY)

THE PLAT AND EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY THE VILLAGE OF LAKE IN THE HILLS, ILLINOIS, AT A MEETING HELD ON THE _____ DAY

OF _____ A.D. 20____ AT _____ O'CLOCK _____ M.

VILLAGE PRESIDENT

ATTEST: VILLAGE CLERK

MCHENRY COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
)SS:
COUNTY OF MCHENRY)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M.

COUNTY RECORDER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

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

SCHAMBURG, ILLINOIS _____ AUGUST 12, 2019

BY: *Jeffrey W. Glunt*
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695

No.	Date	Revision
3	2019-11-13	Added Sanitary Easement Provision, Modified Access Easement Provision
2	2019-08-12	Added Sanitary Easement and Revisions to Easements
1	2019-01-07	Revisions per Comments