

#### PUBLIC MEETING NOTICE AND AGENDA COMMITTEE OF THE WHOLE MEETING NOVEMBER 10, 2020 7:30 P.M. AGENDA

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Audience Participation

The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.

- 4. Staff Presentations
  - A. Administration
    - 1. Informational Item 2020 Resident Satisfaction Survey Results
    - 2. Informational Item Presentation from Ginger's (Liquor License & Video Gaming)
    - 3. Informational Item Proposal for Buy Local Incentive Program
    - 4. Ordinance Reducing Tap-in Fees for Lakes of Boulder Ridge Development
  - B. Finance
    - 1. Agreement with Sikich for Audit Services for Fiscal Year Ending December 31, 2020
    - 2. Resolution Estimating the Amount of the Tax Levy for 2020
  - C. Public Works
    - 1. 319 Grant Agreement and Task Order Approval for the Woods Creek Streambank Reach 11 Project
    - 2. Building Lease for 8603 Pyott Road with Jameson Pavement Surfaces, Inc.
- 5. Board of Trustees
  - A. Trustee Harlfinger
  - B. Trustee Huckins
  - C. Trustee Bogdanowski
  - D. Trustee Dustin
    - 1. Planning and Zoning Commission Liaison Report
  - E. Trustee Bojarski
  - F. Trustee Murphy
    - 1. Parks and Recreation Board Liaison Report
- 6. Village President
- 7. Audience Participation
- 8. Adjournment

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

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

Posted by:

# **INFORMATIONAL MEMORANDUM**



**MEETING DATE:** November 10, 2020

DEPARTMENT: Administration

SUBJECT: 2020 Resident Satisfaction Survey Results

#### **EXECUTIVE SUMMARY**

This fall, the Village saw the return of its resident satisfaction survey. The 2020 survey was conducted inhouse to conserve costs. Survey materials were administered to 1,500 random households beginning the first week of September, and responses were collected through October 30. A total of 436 surveys were returned for a response rate of 29%. This rate is just one percent less than the rate received from the 2017 survey conducted in partnership with the National Research Center.

The 2020 survey questions were modeled after the 2016 survey set and included multiple-choice and open-ended questions in four categories: quality of life, government operations, departmental services, and customer service/communications. All acting department heads participated in the creation and review of the survey's questions. Village staff were responsible for the survey's design, assembly, distribution, tabulation, and reporting. Modern AI text recognition technologies were utilized for data extraction to automate portions of the data extraction process.

The results of the survey have been summarized in the report attached, along with the complete data tabulations and responses to open-ended questions. The survey results will be used to inform decisions on municipal programs and services.

#### FINANCIAL IMPACT

None.

#### ATTACHMENTS

1. 2020 Resident Satisfaction Survey Summary

#### SUGGESTED DIRECTION

None.



# 2020 Resident Satisfaction Survey

**RESULTS SUMMARY** 

Village of Lake in the Hills 600 Harvest Gate Lake in the Hills, IL 60156 847-960-7400

Lake in the Hills Public Works 9010 Haligus Road Lake in the Hills, IL 60156 847-960-7500

Lake in the Hills Police Department 1115 Crystal Lake Road Lake in the Hills, IL 60156 847-658-5676



"Yak-Yak" by Corey Armstrong

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## Background

The Village of Lake in the Hills has historically conducted community surveys to evaluate the municipal services provided to its citizens. Since 2011, survey results have provided valuable information on resident perceptions of service delivery. They are used to develop and improve programs and processes. The Village conducted resident surveys online from 2011 to 2016, before partnering with the National Research Center to conduct the National Citizen Survey in 2017. While the third-party survey produced the desired scientifically controlled results, the resident satisfaction survey was conducted in-house in 2020 to conserve costs.

#### Methodology

Village staff administered the 2020 Resident Satisfaction Survey to 1,500 households, selected at random. Households received three mailings from the Village:

- 1) A postcard announcement;
- A letter from the Village President and a survey packet;
- 3) A follow-up letter and second survey packet.

Residents were provided a postage-paid return envelope and were given the opportunity to take the survey online.

The survey questions were modeled after the 2016 set and included multiple-choice and open-ended questions in five categories: quality of life, government operations, departmental services, customer service & communications, and general demographics. All acting department heads participated in the creation and review of the survey's questions. Village staff were responsible for the survey's design, assembly, distribution, tabulation, and reporting. Text recognition technologies were utilized for data extraction and to automate portions of the survey process.

#### Timeline

The Resident Satisfaction Survey was administered through September 2020, with a mailing postmarked in each of the month's first three weeks. Residents were asked to respond by September 30. Collection closed on October 30, and results were finalized and published on Friday, November 6, 2020.

#### Responses

The Village received a total of 436 responses to the survey for a response rate of 29%. Geographically, east of Randall Road represented 28% of responses, between Randall and Lakewood Road represented 38% of responses, and west of Lakewood Road represented 37% of responses.

#### Margin of Error

The Village conducted the 2020 Resident Satisfaction Survey with a 90% confidence level and a 5% margin error.



### QUALITY OF LIFE

The 2020 survey asked Lake in the Hills residents a variety of questions relative to the Village's general quality of life. Overall, 94% of residents gave a positive rating of 'Excellent' (56%) or 'Good' (38%). This positive sentiment is consistent with responses from previous years, with a 2% increase from 2016.

Further questioning showed that residents identified Lake in the Hills as a place to raise children as the most favorable aspect of quality of life. When provided ten categories, residents ranked the social environment as the most important attribute of living in the Village, followed by housing and local retail and services.



OVERALL QUALITY OF LIFE



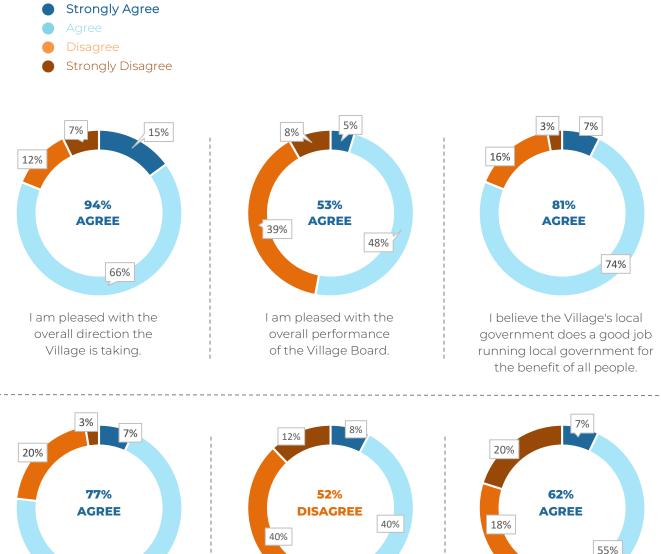
RATING QUALITY OF LIFE ATTRIBUTES FROM MOST IMPORTANT TO LEAST IMPORTANT

#1	SOCIAL ENVIRONMENT
#2	HOUSING
#3	LOCAL RETAIL & SERVICES
#4	HEALTHCARE
#5	NATURAL ENVIRONMENT & POLLUTION
#6	EDUCATION & SCHOOLS
#7	SAFETY / CRIME
#8	TAXES & THE POLITICAL ENVIRONMENT
#9	PUBLIC SERVICES & TRANSPORTATION
#10	RECREATION & THE CULTURAL ENVIRONMENT

## **GOVERNMENT OPERATIONS**

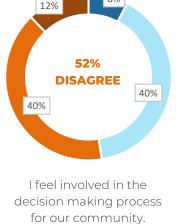
This section of the survey asked respondents to evaluate their agreement with select statements made about government operations. Overall, 94% of residents were pleased with the direction that the Village is taking. This is a +9.26% increase from 2016 (86% positive).

Of the six questions included in this set, just one showed a majority in disagreement. 52% of respondents indicated that they do not feel involved in the community's decision-making process.



I feel informed about the decisions made by the local governing body about our community.

70%

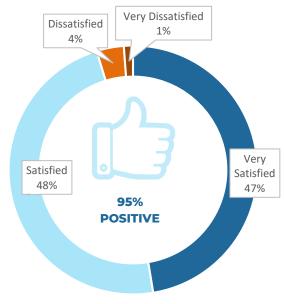




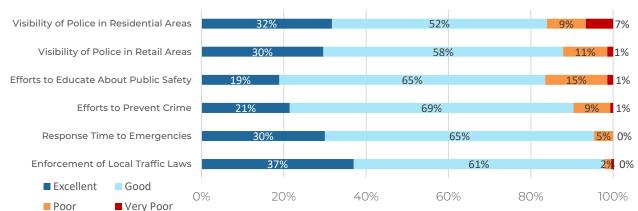
#### **POLICE DEPARTMENT**

Public safety continues to be a top priority, and one of the most critical services the Village provides to the community. The 2020 resident satisfaction survey demonstrated that 95% of residents are very satisfied or satisfied with the overall quality of police services. This is consistent with the results from 2016 (95%)

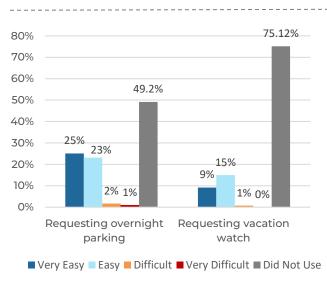
More notable than the favorable rating for overall services is the department's customer service score. 98% of respondents gave the police department a positive rating. This is the highest the department has received for its ratings.



OVERALL QUALITY OF POLICE SERVICES



#### HOW WOULD YOU RATE THE FOLLOWING ELEMENTS OF PUBLIC SAFETY IN THE VILLAGE?



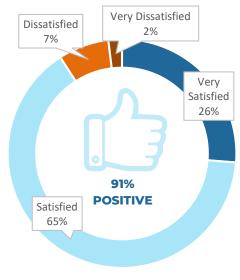


EASE OF USING ONLINE POLICE PORTALS

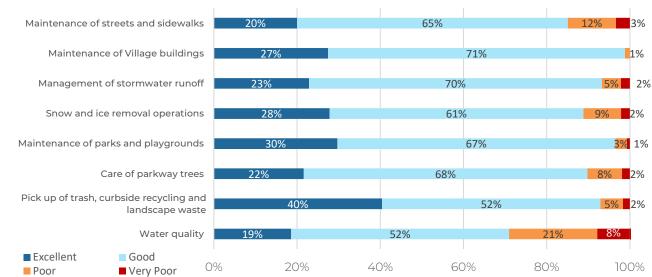
#### **PUBLIC WORKS DEPARTMENT**

Residents were asked to rate the quality of Public Works and infrastructure-related services. The overall satisfaction with the department's services did not change from 2016 to 2020. The top-rated service was the maintenance of Village Buildings (98% positive), followed by the maintenance of parks and playgrounds (97%) and management of stormwater runoff (93%).

Water quality had the bottom-most rating of public works services, but the majority still gave an overall positive rating totaling 71%. This demonstrates a slight decrease from 2016's positive score of 73%.



OVERALL QUALITY OF PUBLIC WORKS SERVICES



#### HOW WOULD YOU RATE THE FOLLOWING PUBLIC WORKS SERVICES?





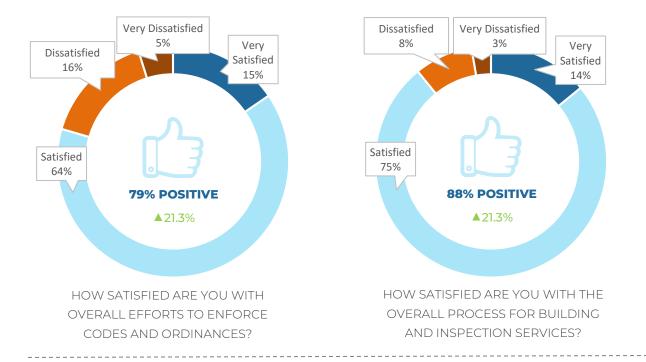


PUBLIC WORKS CUSTOMER SERVICE

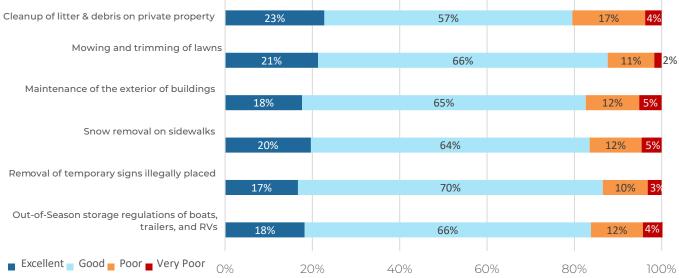
#### COMMUNITY DEVELOPMENT DEPARTMENT

For the Community Development Department, the majority of respondents gave positive ratings for both the overall efforts to enforce codes and ordinances (79%) and the overall process for building and inspection services (88%).

Mowing and trimming of lawns was the top rated code enforcement service (87%), and enforcing cleanup of litter and debris on private property was the bottom rated code enforcement service (80%).



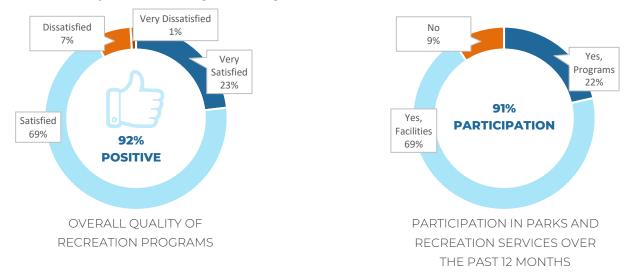
## HOW WOULD YOU RATE THE VILLAGE'S EFFORTS IN THE FOLLOWING ASPECTS OF CODE ENFORCEMENT?



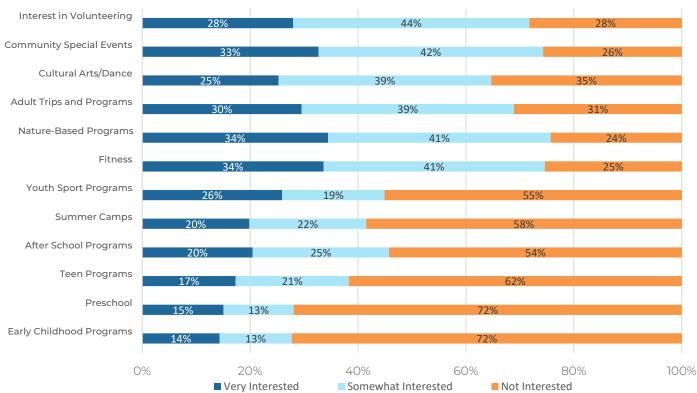
#### **RECREATION DIVISION**

The Recreation Division included questions on programming interest levels, participation, and overall quality of services. In a question set measuring interest in programs, nature-based programming was the top rated category (75% interested). This is consistent with a division survey conducted online earlier in the year that also showed nature-based programs as the top-ranked program category.

Preschool (28%) and Early Childhood Programs (27%) were the bottom rated program categories. While this may represent respondent interest levels, it should be noted that 62% of respondents indicated they did not have anyone under the age of 18 living in their residence.



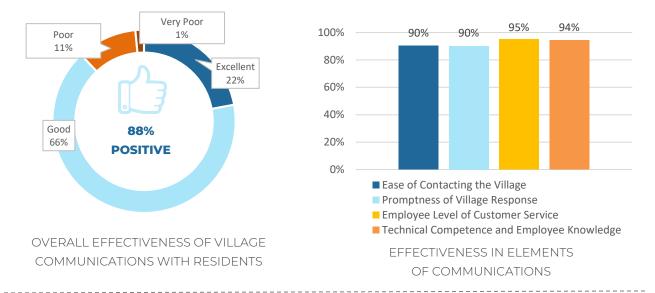
PLEASE INDICATE YOUR LEVEL OF INTEREST IN EACH OF THE FOLLOWING PROGRAMS AND ACTIVITIES

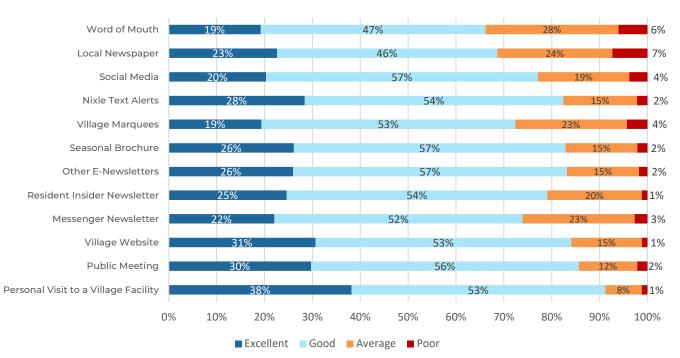


## COMMUNICATIONS & CUSTOMER SERVICE

While the Administration Department and Police Department have designated communications staff, every interaction by the Village with a community member provides an opportunity for effective communication. The survey's question set measured communications in ways that they apply to all departments and government operations. Overall, Village communications with residents were viewed favorably, with a positive score of 88%. Residents also ranked the ease of contacting the Village (90%) and promptness of the Village's response positively (95%).

The top-rated communication method in regards to usefulness was a personal visit to a Village facility (91%), and the bottom-rated communication was Word of Mouth. However, it still showed an overall positive score (66%).

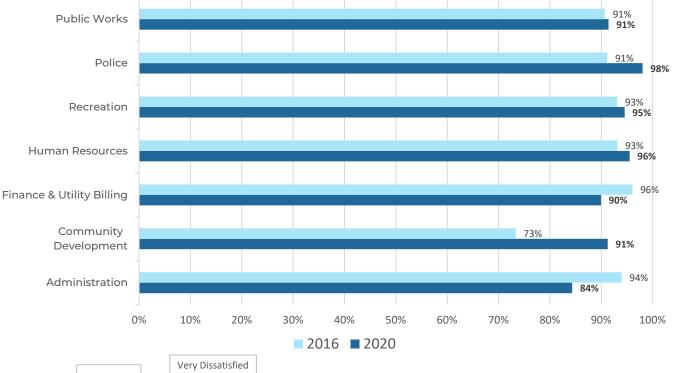




#### RATING THE USEFULNESS OF VILLAGE COMMUNICATION TOOLS

## COMMUNICATIONS & CUSTOMER SERVICE

Customer service questions were included throughout the survey, giving residents an opportunity to rate individual departments or divisions. The Police Department had the highest positive customer service rating (98%), followed by Human Resources (96%) and Recreation (95%). Community Development showed the most significant increase in satisfaction levels, up +25% from 2016 (73%) to 2020 (91%). The Administration Department showed an -11% decrease from 2016 (94%) to 2020, though the majority rating was positive overall (84%).



CUSTOMER SERVICE RATINGS BY DEPARTMENT/DIVISION

Satisfied 5% 93% POSITIVE Very Satisfied 28% Con Surv Satisfied 28% Con Surv Satisfied 2016 OVERALL SATISFACTION OF CUSTOMER SERVICE PROVIDED BY EMPLOYEES

The 2020 satisfaction level for the overall quality of customer service provided by Village employees was consistent with responses from 2016. In this year's survey, 93% of respondents offered a positive satisfaction rating, just a slight change of -1.8% from 2016 (95%).

## CONCLUSION AND NEXT STEPS

Residents are happy to live in Lake in the Hills. Overall, nine out of ten residents rated the quality of life in Lake in the Hills as an excellent or good place to live. The vast majority of residents also rated individual qualifiers positively, including Lake in the Hills as a place to raise children, work, retire, and feel a part of the community.

Residents are confident in the Village's services and operations. None of the municipal services surveyed received an overall negative rating. Some residents singled out specific services in open-ended comments, but the categories themselves received majority-positive ratings.

There is an opportunity to engage and involve residents in government operations. Residents indicated that they do not feel involved in the decision making process in the community. Additionally, roughly seven out of ten residents indicated they have an interest in volunteering.

The social environment is important to residents. Notably outside of expectations, residents rated the social environment as the most important attribute of living in Lake in the Hills. In prior surveys, safety was the most important attribute. This may speak to the mindset of the community during a pandemic year, where socialization opportunities have been limited.

**NEXT STEPS:** In the coming months, Village staff will continue the analysis of survey data, benchmarking against previous years, as well as against comparable communities. Staff will also complete demographic analysis and a geographic subgroup comparison to identify any divide of service needs between sections of the Village. Department heads will utilize data to inform decisions on the programs and services their departments provide.

#### ATTACHMENTS

Appendix A – Response Tabulations Appendix B – Open Ended Questions



"Golden Hour" by Sarah Santoria

In general, how would you rate the quality of life in Lake in the Hills?	Excellent	Good	Fair	Poor	Very Poor	No response	Total
Count	159	235	27	1	0	14	422
%	37.68%	55.69%	6.40%	0.24%	0.00%		100.00%
% (including no response)	36.47%	53.90%	6.19%	0.23%	0.00%	3.21%	100.00%

How would you rate the Village on the following	aspects of quality of life?	Excellent	Good	Fair	Poor	Very Poor	No response	Total
	Count	178	201	26	0	25	6 1.38% 5 1.15% 20 4.59% 27	430
As a place to live	%	41.40%	46.74%	6.05%	0.00%	5.81%		100.00%
	% (including no response)	40.83%	46.10%	5.96%	0.00%	5.73%	1.38%	100.00%
	Count	189	213	29	0	0	5	431
As a place to raise children	%	43.85%	49.42%	6.73%	0.00%	0.00%		100.00%
	% (including no response)	43.35%	48.85%	6.65%	0.00%	0.00%	1.15%	100.00%
	Count	165	191	46	12	2	20	416
As a place to work	%	39.66%	45.91%	11.06%	2.88%	0.48%		100.00%
	% (including no response)	37.84%	43.81%	10.55%	2.75%	0.46%	4.59%	100.00%
	Count	86	174	105	37	7	27	409
As a place to retire	%	21.03%	42.54%	25.67%	9.05%	1.71%		100.00%
	% (including no response)	19.72%	39.91%	24.08%	8.49%	1.61%	6.19%	100.00%
	Count	95	180	110	35	8	8	428
As a place to feel a part of a community	%	22.20%	42.06%	25.70%	8.18%	1.87%		100.00%
	% (including no response)	21.79%	41.28%	25.23%	8.03%	1.83%	1.83%	100.00%

Please rank the following attributes to measure important, 10 as most important):	your quality of life (1 as least	1	2	3	4	5	6	7	8	9	10	No response	Total
	Count	26	1	10	9	18	10	26	110	20	194	12	424
Education and Schools	%	6.13%	0.24%	2.36%	2.12%	4.25%	2.36%	6.13%	25.94%	4.72%	45.75%		100.00%
	% (including no response)	5.96%	0.23%	2.29%	2.06%	4.13%	2.29%	5.96%	25.23%	4.59%	44.50%	2.75%	100.00%
	Count	21	4	6	6	22	12	33	67	74	179	12	424
Healthcare	%	4.95%	0.94%	1.42%	1.42%	5.19%	2.83%	7.78%	15.80%	17.45%	42.22%		100.00%
	% (including no response)	4.82%	0.92%	1.38%	1.38%	5.05%	2.75%	7.57%	15.37%	16.97%	41.06%	2.75%	100.00%
	Count	5	1	7	7	20	18	31	93	79	169	6	430
Housing	%	1.16%	0.23%	1.63%	1.63%	4.65%	4.19%	7.21%	21.63%	18.37%	39.30%		100.00%
	% (including no response)	1.15%	0.23%	1.61%	1.61%	4.59%	4.13%	7.11%	21.33%	18.12%	38.76%	1.38%	100.00%
	Count	8	2	3	9	13	15	46	91	93	147	9	427
Local Retail and Services	%	1.87%	0.47%	0.70%	2.11%	3.04%	3.51%	10.77%	21.31%	21.78%	34.43%		100.00%
	% (including no response)	1.83%	0.46%	0.69%	2.06%	2.98%	3.44%	10.55%	20.87%	21.33%	33.72%	2.06%	100.00%
	Count	6	2	5	14	23	23	59	91	86	118	9	427
Natural Environment and Pollution	%	1.41%	0.47%	1.17%	3.28%	5.39%	5.39%	13.82%	21.31%	20.14%	27.63%		100.00%
	% (including no response)	1.38%	0.46%	1.15%	3.21%	5.28%	5.28%	13.53%	20.87%	19.72%	27.06%	2.06%	100.00%
	Count	18	11	16	11	37	31	33	78	85	111	5	431
Public Services and Transportation	%	4.18%	2.55%	3.71%	2.55%	8.58%	7.19%	7.66%	18.10%	19.72%	25.75%		100.00%
	% (including no response)	4.13%	2.52%	3.67%	2.52%	8.49%	7.11%	7.57%	17.89%	19.50%	25.46%	1.15%	100.00%
	Count	25	16	21	18	49	47	59	71	59	66	5	431
Recreation and the Cultural Environment	%	5.80%	3.71%	4.87%	4.18%	11.37%	10.90%	13.69%	16.47%	13.69%	15.31%		100.00%
	% (including no response)	5.73%	3.67%	4.82%	4.13%	11.24%	10.78%	13.53%	16.28%	13.53%	15.14%	1.15%	100.00%

Please rank the following attributes to measure your quality of life (1 as least important, 10 as most important):		1	2	3	4	5	6	7	8	9	10	No response	Total
	Count	13	8	8	15	22	35	48	67	81	135	4	432
Safety/Crime	%	3.01%	1.85%	1.85%	3.47%	5.09%	8.10%	11.11%	15.51%	18.75%	31.25%		100.00%
	% (including no response)	2.98%	1.83%	1.83%	3.44%	5.05%	8.03%	11.01%	15.37%	18.58%	30.96%	0.92%	100.00%
	Count	9	6	6	6	22	13	19	69	93	186	7	429
Social Environment	%	2.10%	1.40%	1.40%	1.40%	5.13%	3.03%	4.43%	16.08%	21.68%	43.36%		100.00%
	% (including no response)	2.06%	1.38%	1.38%	1.38%	5.05%	2.98%	4.36%	15.83%	21.33%	42.66%	1.61%	100.00%
	Count	23	13	15	9	25	22	49	87	74	115	4	432
Taxes and the Political Environment	%	5.32%	3.01%	3.47%	2.08%	5.79%	5.09%	11.34%	20.14%	17.13%	26.62%		100.00%
	% (including no response)	5.28%	2.98%	3.44%	2.06%	5.73%	5.05%	11.24%	19.95%	16.97%	26.38%	0.92%	100.00%

How important to your resident experience are Village-sponsored community events such as the Public Works Open House, National Night Out, Summer Sunset Festival, and Flurry Fest?		Important	Less important	Not at all important	No response	Total
Count	24	57	22	12	321	115
%	20.87%	49.57%	19.13%	10.43%		100.00%
% (including no response)	5.50%	13.07%	5.05%	2.75%	73.62%	100.00%

Please rate your agreement with the following statements:		Strongly Agree	Agree	Disagree	Strongly Disagree	No response	Total
	Count	12	62	63	19	280	156
I feel involved in the decision making process for our community.	%	7.69%	39.74%	40.38%	12.18%		100.00%
	% (including no response)	2.75%	14.22%	14.45%	4.36%	64.22%	100.00%
	Count	11	84	28	4	309	127
I believe the Village's operations are appropriately transparent.	%	8.66%	66.14%	22.05%	3.15%		100.00%
	% (including no response)	2.52%	19.27%	6.42%	0.92%	70.87%	100.00%
	Count	65	286	51	13	21	415
I am pleased with the overall direction the Village is taking.	%	15.66%	68.92%	12.29%	3.13%		100.00%
	% (including no response)	14.91%	65.60%	11.70%	2.98%	4.82%	100.00%
	Count	20	205	165	35	11	425
I am pleased with the overall performance of the Village Board.	%	4.71%	48.24%	38.82%	8.24%		100.00%
	% (including no response)	4.59%	47.02%	37.84%	8.03%	2.52%	100.00%
	Count	31	309	67	12	17	419
I believe the Village's local government does a good job running local government for the benefit of all people.	%	7.40%	73.75%	15.99%	2.86%		100.00%
	% (including no response)	7.11%	70.87%	15.37%	2.75%	3.90%	100.00%
	Count	28	290	85	11	22	414
I feel informed about decisions made by the local governing body about our community.	%	6.76%	70.05%	20.53%	2.66%		100.00%
	% (including no response)	6.42%	66.51%	19.50%	2.52%	5.05%	100.00%

How satisfied are you with:		Very Satisfied	Satisfied	Dissatisfied	Very Dissatisfied	No response	Total
	Count	201	203	15	5	12	424
Overall quality of Police services	%	47.41%	47.88%	3.54%	1.18%		100.00%
	% (including no response)	46.10%		2.75%	100.00%		
Overall quality of Recreation programs	Count	97	290	28	4	17	419
	%	23.15%	69.21%	6.68%	0.95%		100.00%
	% (including no response)	22.25%	66.51%	6.42%	0.92%	3.90%	100.00%

How satisfied are you with:		Very Satisfied	Satisfied	Dissatisfied	Very Dissatisfied	No response	Total
	Count	139	255	23	5	14	422
Overall quality of Parks and Facilities	%	32.94%	60.43%	5.45%	1.18%		100.00%
	% (including no response)	31.88%	58.49%	5.28%	1.15%	3.21%	100.00%
	Count	110	271	30	8	17	419
Overall quality of Public Works Services	%	26.25%	64.68%	7.16%	1.91%		100.00%
	% (including no response)	25.23%	62.16%	6.88%	1.83%	3.90%	100.00%
	Count	61	282	57	14	22	414
Overall Economic Development efforts	%	14.73%	68.12%	13.77%	3.38%		100.00%
	% (including no response)	13.99%	64.68%	13.07%	3.21%	5.05%	100.00%
	Count	64	266	65	20	21	415
Overall efforts by the Village to enforce codes and ordinances	%	15.42%	64.10%	15.66%	4.82%		100.00%
	% (including no response)	14.68%	61.01%	14.91%	4.59%	4.82%	100.00%
	Count	57	304	33	11	31	405
Overall process for building and inspection services	%	14.07%	75.06%	8.15%	2.72%		100.00%
	% (including no response)	13.07%	69.72%	7.57%	2.52%	7.11%	100.00%
	Count	117	269	20	9	21	415
Overall quality of customer service provided by Village employees	%	28.19%	64.82%	4.82%	2.17%		100.00%
	% (including no response)	26.83%	61.70%	4.59%	2.06%	4.82%	100.00%
	Count	49	173	46	10	158	278
Overall effectiveness of Village communications with the public	%	17.63%	62.23%	16.55%	3.60%		100.00%
	% (including no response)	11.24%	39.68%	10.55%	2.29%	36.24%	100.00%

How satisfied are you with the ease of using the Village's online bill payment options?		Satisfied	Dissatisfied	Very Dissatisfied	Did Not Use	No response	Total
Count	76	134	24	8	180	14	422
%	18.01%	31.75%	5.69%	1.90%	42.65%		100.00%
% (including no response)	17.43%	30.73%	5.50%	1.83%	41.28%	3.21%	100.00%

Rank the ease of using the following services available through the portals on the Village's website.		Very Easy	Easy	Difficult	Very Difficult	Did Not Use	No response	Total
	Count	32	94	15	4	273	18	418
Applying for a building permit	%	7.66%	22.49%	3.59%	0.96%	65.31%		100.00%
	% (including no response)	7.34%	21.56%	3.44%	0.92%	62.61%	4.13%	100.00%
Reviewing status of a permit application	Count	26	81	15	4	286	24	412
	%	6.31%	19.66%	3.64%	0.97%	69.42%		100.00%
	% (including no response)	5.96%	18.58%	3.44%	0.92%	65.60%	5.50%	100.00%

Rank the ease of using the following services available through the portals on the Village's website.		Very Easy	Easy	Difficult	Very Difficult	Did Not Use	No response	Total
Requesting an inspection	Count	33	87	11	3	281	21	415
	%	7.95%	20.96%	2.65%	0.72%	67.71%		100.00%
	% (including no response)	7.57%	19.95%	2.52%	0.69%	64.45%	4.82%	100.00%
Reporting a Code Violation	Count	23	57	9	5	319	23	413
	%	5.57%	13.80%	2.18%	1.21%	77.24%		100.00%
	% (including no response)	5.28%	13.07%	2.06%	1.15%	73.17%	5.28%	100.00%

Rank the ease of using the following services available through the portals on the Village's website.		Very Easy	Easy	Difficult	Very Difficult	Did Not Use	No response	Total
	Count	104	96	7	4	204	21	415
Requesting overnight parking	%	25.06%	23.13%	1.69%	0.96%	49.16%		100.00%
	% (including no response)	23.85%	22.02%	1.61%	0.92%	46.79%	4.82%	100.00%
Requesting vacation watch	Count	38	62	3	0	311	22	414
	%	9.18%	14.98%	0.72%	0.00%	75.12%		100.00%
	% (including no response)	8.72%	14.22%	0.69%	0.00%	71.33%	5.05%	100.00%

How would you rate the following elements of public safety in the Village?		Excellent	Good	Poor	Very Poor	No response	Total
	Count	134	221	40	28	13	423
The visibility of police in residential areas	%	31.68%	52.25%	9.46%	6.62%		100.00%
	% (including no response)	30.73%	50.69%	9.17%	6.42%	2.98%	100.00%
	Count	124	244	45	6	17	419
The visibility of police in retail areas	%	29.59%	58.23%	10.74%	1.43%		100.00%
	% (including no response)	28.44%	55.96%	10.32%	1.38%	3.90%	100.00%
	Count	79	270	63	6	18	418
The Village's efforts to educate the community about public safety	%	18.90%	64.59%	15.07%	1.44%		100.00%
	% (including no response)	18.12%	61.93%	14.45%	1.38%	4.13%	100.00%
	Count	89	286	37	3	21	415
The Village's efforts to prevent crime	%	21.45%	68.92%	8.92%	0.72%		100.00%
	% (including no response)	20.41%	65.60%	8.49%	0.69%	4.82%	100.00%
	Count	123	268	19	0	26	410
How quickly police respond to emergencies	%	30.00%	65.37%	4.63%	0.00%		100.00%
	% (including no response)	28.21%	61.47%	4.36%	0.00%	5.96%	100.00%
	Count	152	250	7	2	25	411
Enforcement of local traffic laws	%	36.98%	60.83%	1.70%	0.49%		100.00%
	% (including no response)	34.86%	57.34%	1.61%	0.46%	5.73%	100.00%

Specifically, how would you rate the following public works services?		Excellent	Good	Poor	Very Poor	No response	Total
	Count	83	270	48	14	21	415
Maintenance of streets and sidewalks	%	20.00%	65.06%	11.57%	3.37%		100.00%
	% (including no response)	19.04%	61.93%	11.01%	3.21%	4.82%	100.00%
	Count	114	296	5	0	21	415
Maintenance of Village buildings	%	27.47%	71.33%	1.20%	0.00%		100.00%
	% (including no response)	26.15%	67.89%	1.15%	0.00%	4.82%	100.00%
	Count	95	292	19	9	21	415
Management of stormwater runoff	%	22.89%	70.36%	4.58%	2.17%		100.00%
	% (including no response)	21.79%	66.97%	4.36%	2.06%	4.82%	100.00%
	Count	117	257	38	9	15	421
Snow and ice removal operations	%	27.79%	61.05%	9.03%	2.14%		100.00%
	% (including no response)	26.83%	58.94%	8.72%	2.06%	3.44%	100.00%
	Count	125	281	12	3	15	421
Maintenance of parks and playgrounds	%	29.69%	66.75%	2.85%	0.71%		100.00%
	% (including no response)	28.67%	64.45%	2.75%	0.69%	3.44%	100.00%

Specifically, how would you rate the following public works services?		Excellent	Good	Poor	Very Poor	No response	Total
	Count	91	287	35	8	15	421
Care of parkway trees	%	21.62%	68.17%	8.31%	1.90%		100.00%
	% (including no response)	20.87%	65.83%	8.03%	1.83%	3.44%	100.00%
	Count	171	222	23	7	13	423
Pick up of trash, curbside recycling and landscape waste	%	40.43%	52.48%	5.44%	1.65%		100.00%
	% (including no response)	39.22%	50.92%	5.28%	1.61%	2.98%	100.00%
	Count	78	220	89	33	16	420
Water quality	%	18.57%	52.38%	21.19%	7.86%		100.00%
	% (including no response)	17.89%	50.46%	20.41%	7.57%	3.67%	100.00%

How satisfied are you with available modes of transportation within the Village?		Very Satisfied	Somewhat Satisfied	Not Satisfied	No response	Total
	Count	359	50	2	25	411
Cars and personal vehicles	%	87.35%	12.17%	0.49%		100.00%
	% (including no response)	82.34%	11.47%	0.46%	5.73%	100.00%
	Count	276	122	16	22	414
Bikes	%	66.67%	29.47%	3.86%		100.00%
	% (including no response)	63.30%	27.98%	3.67%	5.05%	100.00%
	Count	223	149	38	26	410
Walking	%	54.39%	36.34%	9.27%		100.00%
	% (including no response)	51.15%	34.17%	8.72%	5.96%	100.00%
	Count	199	154	60	23	413
Public Transportation	%	48.18%	37.29%	14.53%		100.00%
	% (including no response)	45.64%	35.32%	13.76%	5.28%	100.00%
	Count	112	195	66	63	373
Private Transportation (Taxis, Uber, Lyft, etc.)	%	30.03%	52.28%	17.69%		100.00%
	% (including no response)	25.69%	44.72%	15.14%	14.45%	100.00%

How would you rate the Village's efforts in the following aspects of code	enforcement?	Excellent	Good	Poor	Very Poor	No response	Total
	Count	30	75	22	5	304	132
Enforcing the cleanup of litter and debris on private property	%	22.73%	56.82%	16.67%	3.79%		100.00%
	% (including no response)	6.88%	17.20%	5.05%	1.15%	69.72%	100.00%
	Count	88	274	44	7	23	413
Enforcing the mowing and trimming of lawns	%	21.31%	66.34%	10.65%	1.69%		100.00%
	% (including no response)	20.18%	62.84%	10.09%	1.61%	5.28%	100.00%
	Count	72	265	50	21	28	408
Enforcing the maintenance of the exterior of buildings	%	17.65%	64.95%	12.25%	5.15%		100.00%
	% (including no response)	16.51%	60.78%	11.47%	4.82%	6.42%	100.00%
	Count	81	263	49	19	24	412
Enforcing snow removal on sidewalks	%	19.66%	63.83%	11.89%	4.61%		100.00%
	% (including no response)	18.58%	60.32%	11.24%	4.36%	5.50%	100.00%
	Count	68	284	42	13	29	407
Enforcing the removal of temporary signs illegally placed	%	16.71%	69.78%	10.32%	3.19%		100.00%
	% (including no response)	15.60%	65.14%	9.63%	2.98%	6.65%	100.00%

How would you rate the Village's efforts in the following aspects of code enforcement?		Excellent	Good	Poor	Very Poor	No response	Total
Enforcing the out-of-season regulations for the storage of boats, trailers, and RVs at private property	Count	72	259	47	17	41	395
	%	18.23%	65.57%	11.90%	4.30%		100.00%
	% (including no response)	16.51%	59.40%	10.78%	3.90%	9.40%	100.00%

Have you/any member of your household used the Village's Parks and Recreation services in the past 12 months?	Yes, Programs (including preschool, camp, athletics, senior programs, events, etc.).	Yes, Facilities (including athletic fields, beaches, walking paths, parks, facility rentals, etc.).	No, but a member of my household has used programs or facilities from neighboring community's park districts or private recreation providers (Lifetime Fitness, Algonquin Academy of Dance, etc.).	No, no member of my household has used any programs or facilities.	No response	Total
Count	65	210	56	154	25	485
%	13.40%	43.30%	11.55%	31.75%		100.00%
% (including no response)	12.75%	41.18%	10.98%	30.20%	4.90%	100.00%

The following list contains programs and activities that are currer developed in the future. Please indicate your level of interest in e		Very Interested	Somewhat Interested	Not Interested	No response	Total
	Count	45	42	227	122	314
Early Childhood Programs	%	14.33%	13.38%	72.29%		100.00%
	% (including no response)	10.32%	9.63%	52.06%	27.98%	100.00%
	Count	58	50	277	51	385
Preschool	%	15.06%	12.99%	71.95%		100.00%
	% (including no response)	13.30%	11.47%	63.53%	11.70%	100.00%
	Count	65	79	232	60	376
Teen Programs	%	17.29%	21.01%	61.70%		100.00%
	% (including no response)	14.91%	18.12%	53.21%	13.76%	100.00%
	Count	77	95	204	60	376
After School Programs	%	20.48%	25.27%	54.26%		100.00%
	% (including no response)	17.66%	21.79%	46.79%	13.76%	100.00%
	Count	76	83	224	53	383
Summer Camps	%	19.84%	21.67%	58.49%		100.00%
	% (including no response)	17.43%	19.04%	51.38%	12.16%	100.00%
	Count	97	71	206	62	374
Youth Sport Programs	%	25.94%	18.98%	55.08%		100.00%
	% (including no response)	22.25%	16.28%	47.25%	14.22%	100.00%
	Count	127	155	96	58	378
Fitness	%	33.60%	41.01%	25.40%		100.00%
	% (including no response)	29.13%	35.55%	22.02%	13.30%	100.00%
	Count	136	163	96	41	395
Nature Base Programs	%	34.43%	41.27%	24.30%		100.00%
	% (including no response)	31.19%	37.39%	22.02%	9.40%	100.00%
	Count	114	152	120	50	380
Adult Trips and Programs	%	29.53%	39.38%	31.09%		100.00%
	% (including no response)	26.15%	34.86%	27.52%	11.47%	100.00%
	Count	98	153	137	48	388
Cultural Arts/Dance	%	25.26%	39.43%	35.31%		100.00%
	% (including no response)	22.48%	35.09%	31.42%	11.01%	100.00%

The following list contains programs and activities that are currently provided by Parks and Recreation or may be developed in the future. Please indicate your level of interest in each.		Very Interested	Somewhat Interested	Not Interested	No response	Total
	Count	127	162	100	47	389
Community Special Events	%	32.65%	41.65%	25.71%		100.00%
	% (including no response)	29.13%	37.16%	22.94%	10.78%	100.00%
	Count	110	172	111	43	393
Interest in Volunteering	%	27.99%	43.77%	28.24%		100.00%
	% (including no response)	25.23%	39.45%	25.46%	9.86%	100.00%

If you have had an experience in the past 12 months with one the follow level of customer service received by that department.	ving Village departments, please rate the	Excellent	Good	Poor	Very Poor	No response	Total
	Count	57	94	3	25	257	179
Administration	%	31.84%	52.51%	1.68%	13.97%		100.00%
	% (including no response)	13.07%	21.56%	0.69%	5.73%	58.94%	100.00%
	Count	51	95	7	7	276	160
Community Development (Permits/Property Maintenance Enforcement/Zoning)	%	31.88%	59.38%	4.38%	4.38%		100.00%
	% (including no response)	11.70%	21.79%	1.61%	1.61%	63.30%	100.00%
	Count	57	86	9	7	277	159
Finance and Utility Billing	%	35.85%	54.09%	5.66%	4.40%		100.00%
	% (including no response)	13.07%	19.72%	2.06%	1.61%	63.53%	100.00%
	Count	54	95	3	4	280	156
Human Resources	%	34.62%	60.90%	1.92%	2.56%		100.00%
	% (including no response)	12.39%	21.79%	0.69%	0.92%	64.22%	100.00%
	Count	36	68	5	1	326	110
Recreation	%	32.73%	61.82%	4.55%	0.91%		100.00%
	% (including no response)	8.26%	15.60%	1.15%	0.23%	74.77%	100.00%
	Count	66	86	2	1	281	155
Police	%	42.58%	55.48%	1.29%	0.65%		100.00%
	% (including no response)	15.14%	19.72%	0.46%	0.23%	64.45%	100.00%
	Count	100	81	10	7	238	198
Public Works	%	50.51%	40.91%	5.05%	3.54%		100.00%
	% (including no response)	22.94%	18.58%	2.29%	1.61%	54.59%	100.00%

Overall, how would you rate the Village's effectiveness in the following element	ts of communication?	Excellent	Good	Poor	Very Poor	No response	Total
	Count	88	262	42	6	38	398
Village communication to residents	%	22.11%	65.83%	10.55%	1.51%		100.00%
	% (including no response)	20.18%	60.09%	9.63%	1.38%	8.72%	100.00%
	Count	103	257	32	7	37	399
Ease of contacting the Village	%	25.81%	64.41%	8.02%	1.75%		100.00%
	% (including no response)	23.62%	58.94%	7.34%	1.61%	8.49%	100.00%
	Count	116	258	15	5	48	394
Promptness of the Village's response	%	29.44%	65.48%	3.81%	1.27%		100.00%
	% (including no response)	26.24%	58.37%	3.39%	1.13%	10.86%	100.00%
	Count	99	243	21	9	64	372
Employee level of Customer Service	%	26.61%	65.32%	5.65%	2.42%		100.00%
	% (including no response)	22.71%	55.73%	4.82%	2.06%	14.68%	100.00%

Overall, how would you rate the Village's effectiveness in the following element	s of communication?	Excellent	Good	Poor	Very Poor	No response	Total
Technical competence and employee knowledge	Count	104	251	13	8	60	376
	%	27.66%	66.76%	3.46%	2.13%		100.00%
	% (including no response)	23.85%	57.57%	2.98%	1.83%	13.76%	100.00%

How would you rate the usefulness of the information provided by the follow	ing Village communication tools?	Excellent	Good	Average	Poor	No response	Total
	Count	126	175	25	4	106	330
Personal Visit to a Village Facility	%	38.18%	53.03%	7.58%	1.21%		100.00%
	% (including no response)	28.90%	40.14%	5.73%	0.92%	24.31%	100.00%
	Count	83	156	34	6	157	279
Public Meeting	%	29.75%	55.91%	12.19%	2.15%		100.00%
	% (including no response)	19.04%	35.78%	7.80%	1.38%	36.01%	100.00%
	Count	106	185	51	4	90	346
Village Website	%	30.64%	53.47%	14.74%	1.16%		100.00%
	% (including no response)	24.31%	42.43%	11.70%	0.92%	20.64%	100.00%
	Count	66	155	70	8	137	299
Messenger Newsletter	%	22.07%	51.84%	23.41%	2.68%		100.00%
	% (including no response)	15.14%	35.55%	16.06%	1.83%	31.42%	100.00%
	Count	86	190	69	4	87	349
Resident Insider Newsletter	%	24.64%	54.44%	19.77%	1.15%		100.00%
	% (including no response)	19.72%	43.58%	15.83%	0.92%	19.95%	100.00%
Other E-Newsletters	Count	88	194	51	6	97	339
	%	25.96%	57.23%	15.04%	1.77%		100.00%
	% (including no response)	20.18%	44.50%	11.70%	1.38%	22.25%	100.00%
	Count	87	189	50	7	103	333
Seasonal Brochure	%	26.13%	56.76%	15.02%	2.10%		100.00%
	% (including no response)	19.95%	43.35%	11.47%	1.61%	23.62%	100.00%
	Count	54	148	65	12	157	279
Village Marquees	%	19.35%	53.05%	23.30%	4.30%		100.00%
	% (including no response)	12.39%	33.94%	14.91%	2.75%	36.01%	100.00%
	Count	92	175	50	7	112	324
Nixle Text Alerts	%	28.40%	54.01%	15.43%	2.16%		100.00%
	% (including no response)	21.10%	40.14%	11.47%	1.61%	25.69%	100.00%
	Count	64	179	60	12	121	315
Social Media	%	20.32%	56.83%	19.05%	3.81%	121	100.00%
	% (including no response)	14.68%	41.06%	13.76%	2.75%	27.75%	100.00%
	Count	62	126	66	20	162	274
Local Newspaper	%	22.63%	45.99%	24.09%	7.30%	102	100.00%
	% (including no response)	14.22%	28.90%	15.14%	4.59%	37.16%	100.00%
	Count	54	132	78	4.59%	155	281
Word of Mouth	Count	19.22%	46.98%	27.76%	6.05%	133	100.00%
	% (including no response)	19.22%	30.28%	17.89%	3.90%	35.55%	100.00%
	% (including no response)	12.39%	30.28%	17.89%	3.90%	35.55%	100.00%

How many individuals reside in your household in the following age groups?		1	2	3	4	5 or More	No response	Total
	Count	66	68	23	6	3	270	166
Under 18 years old	%	39.76%	40.96%	13.86%	3.61%	1.81%		100.00%
	% (including no response)	15.14%	15.60%	5.28%	1.38%	0.69%	61.93%	100.00%
	Count	61	22	3	0	1	349	87
18 to 24 years old	%	70.11%	25.29%	3.45%	0.00%	1.15%		100.00%
	% (including no response)	13.99%	5.05%	0.69%	0.00%	0.23%	80.05%	100.00%
	Count	40	27	1	0	1	367	69
25 to 34 years old	%	57.97%	39.13%	1.45%	0.00%	1.45%		100.00%
	% (including no response)	9.17%	6.19%	0.23%	0.00%	0.23%	84.17%	100.00%
	Count	58	143	1	0	1	233	203
35 to 54 years old	%	28.57%	70.44%	0.49%	0.00%	0.49%		100.00%
	% (including no response)	13.30%	32.80%	0.23%	0.00%	0.23%	53.44%	100.00%
	Count	50	39	0	0	1	345	90
55 to 64 years old	%	55.56%	43.33%	0.00%	0.00%	1.11%		100.00%
	% (including no response)	11.49%	8.97%	0.00%	0.00%	0.23%	79.31%	100.00%
	Count	42	53	0	0	1	339	96
65 or older	%	43.75%	55.21%	0.00%	0.00%	1.04%		100.00%
	% (including no response)	9.66%	12.18%	0.00%	0.00%	0.23%	77.93%	100.00%

In which section of Lake in the Hills do you reside?	Section 1 (Between Route 47 and Lakewood Road)	Section 2 (Between Lakewood Road and Randall Road)	Section 3 (Between Randall Road and Route 31)	No response	Total
Count	139	158	116	23	413
%	33.66%	38.26%	28.09%		100.00%
% (including no response)	31.88%	36.24%	26.61%	5.28%	100.00%

ease provide any comments or feedback relative to the quality of life in Lake in the Hills.	
lows neighbors to interact with officers, fire, and paramedics. Also neighbor interaction is enhanced.	
a senior citizen, I don't experience the community events often, but I believe they are very important.	
our kids get older, we find ourselves not going.	
autiful place to live and raise kids. Peaceful, quietbeautiful parks and lake!	
tter schools - reasonable taxes - we support our police - safety is a huge concern.	-
ilding neighbor community units, like not one big town, but a group of small towns bonded together. Create neighbor festivals so neighbors meet neighbors.	-
ie to the fact that there aren't sidewalks along the main roads, that hinders the walk to and from stores. Not a lot of community interaction on a daily basis, if one does not have children or a dog to walk. In lieu c nicago weather, it's an okay place to retire but winter will be an issue, unless in a resident facility with recreational directors, fitness room and pool.	of
cellent and professional police dept.	
r the most part, very good	
ee Strong Public WiFi	
etting too expensive to stay in the area.	
ven the layout of LITH it feels like I'm either a part of Huntley or Algonquin rather than our own village. I'd love to have more of a village feel as one community. The difference between the west side and east sid drastic that it feels like a completely different town.	e is
bod place to live, but property taxes and urban construction are downers.	
od to have local events throughout the year sponsored by the VIIIage and community groups.	
eat area, increase police presence in local neighborhoods.	
as been a rash of nit-picking code enforcement warnings sited to residents for really dumb things. example that was sent to my home: Garbage cans can be seen from street. Is that really an issue?	
aving strong sense of community is important. Events like the Summer sunset festival is one of the thing my family and I look forward to each year.	
eel safe with our police officers constantly patrolling	
eel that LITH is a very good place to live. Overall, I believe that Illinois has unacceptable high taxes & costs (ie; property taxes, tollway fees, etc)	
ve by the water treatment plant and sometimes the odor is extremely bad.	
ve in Lake in the Hills and go to school Crystal Lake. Taxes are very high.	
ve on Clayton Marsh the traffic on Randall is ridiculous so is the fence the neighbor down the block has a burnt car with garbage all around it. Plus In understand McHenry County plans to move Randall closer to ayton Marsh, why don't they just buy us out?	
ove LITH. I feel the Village needs to do more for the community.	
ove our open areas, lake, fen , parks, trails. Very important to keep clean & crime free!	
ove Summer Sunset Festival	
ated "a place to retire" as poor because of the state not the the town.	
eceive crime alerts via Ring. There have been numerous stolen cars and people looking in windows and cars. I have never seen police patrol the neighborhoods. We need a police presence.	
vould like to see more police in the neighborhoods, at parks. 2 street lights is not enough.	
n an elderly resident and don't go to many outings anymore	
n new to Lake In The Hills. I know I loved festivals and any reason for the community to get together	
iportant	
portant, but it is impossible to participate because handicapped accessible areas are non-existent (ie no paved walkways for any festivals, concerts, etc).	
proving infrastructure	
is very important for community events - love Sunset Fest, Beer Fest, National Night Out, Movies in Park - Brings Community TOGETHER.	
would be nice to have a bike path on Lakewood. Kids ride their bikes on the shoulder and it's dangerous.	
would be really great to have Summer Sunest Fest with LESS=NO alcohol and more night activities for kids (flashlight tag?)	
a great community	
s a nice place to live.	
been very good since 1971 before that since 1947	

lease provide any comments or feedback relative to the quality of life in Lake in the Hills.
ake in the hills is a wonderful place to live and raise children. My children are all grown now, but I was never afraid for my child here. It's friendly and peaceful and those things are extremely important to me.
ake in the Hills quality of life and sense of community would be improved with a "town square" or an official downtown. The administration building area does not suffice.
TH has high taxes theres a very slim chance I would retire here. School district 158 is great. Some rules regarding ordinances are ridiculous considering the taxes I pay & the purchase from my house. Its my proper nould be my choice!
TH is a great place for me and my family.
TH Village does a good job to provide resident a good quality life.
ove community events. Supporting local business and meet new people in the area
ove the rustic feel of the neighborhood.
nake the skate park quieter and cleaner
Iore affordable housing.
fore gangs in neighborhoods. Run down houses and vacant businesses.
Iore senior activities. COmmunity pool!
1y family and I have been residents of Lake In The Hills for the past 18 years. My wife and I had our two sons after we became residents of this town. We have had a wonderful experience and great memories of liv nd raising our kids in this town. Lake In The Hills with its numerous parks, playgrounds, and year-round activities, safe neighborhood and environment has been a great place to raise kids. For our kids this is home t ney'll remember and cherish for the rest of their lives.
1y family has had good experiences overall w/ village-sponsored events and felt they were well-run, clean and safe
/a
eed effective mosquito deterrent.
eed electric crosswalk sign at Lakewood/Albrech. Dangerous crossing speeding cars, conditions ripe for fatality. Drivers blow off that crossing. Could be a lawsuit in the future. A walking sign is cheaper than an attorney settlement. Noridge and Niles have free bus. Village needs free bus service. A seionr center greared for younger senior activities other than card playing in a small room.
eed for more doctors, lawyers. Finish roadwork.
O COMMENT
ot allowing solid vinyl fencing 6 foot tall does not provide privacy does not protect anyone from covid does not protect small children from neighbor dogs does not provide a way to [WORD]
nly resided here for one year, but enjoy the neighborhood and the wonderful dog park.
ur property taxes were raised beyond affordability. We will be leaving IL within the next year.
UTDOOR CONCERTS, LIKE ALGONQUIN DOES WITH FIREWORKS WOULD BE NICE - POST COVID OF COURSE.
utstanding police department!!!
lease don't build anymore homes. Let's make sure to leave any open spaces as parks.
lease put signs about dog poop on and no motor vehicles on paths 9along the paths) maybe paint it on the path!
roperty Taxes are starting to concern me.
roperty taxes are very high. We also miss the diversity in the community that we had closer to the city. Otherwise, we love the area and the great schools!
roperty taxes too high!
ROPERTY TAXES TOO HIGH!!!
ublic parking in cul de sacs, like Ronan Ct! Property taxpayers are getting tickets because strangers are taking our parking spots. We need OWNERS to have a spot!
ublic transportation, sidewalks on major busy streets, & walk ways are needed.
ublic works is awful. Fix all the driveways and learn to plow snow. Also, the VIIIage President and Water Dept. are crooks.
uality of life in LITH is very good!
eal estate taxes are TOO HIGH
educe the taxes or I have to move out. Cant retire here.
oad construction and water quality have been issues for the last 20 years.
oad construction is a nightmare in LITH at Algonquin & Randall Rd. Numerous accidents have occured.
easonal decorations might need to be updated.

Please provide any comments or feedback relative to the quality of life in Lake in the Hills.
seems to be more gangs empty businesses old structures unsightly should tear down
Sidewalks would be a major improvement. It is hard to walk or have small children ride bikes when people speed down the streets.
So many traffic lights - frontage roads would be great. Sidewalks needed in many parts of town.
Street parking should be more open on weekends.
Sunset Fest, Ribfest, Crat pub fest > we need more festivals at Sunset Park! Should consider St. Patricks Day, German/Oktoberfest
Sunset Festival very important
Taxes are ridiculous!
Taxes are too high!
Taxes are very high as is the case in all of Illinois
TAXES ON PROPERTY/HOMES TOO HIGH
Taxes too high!
Taxes too high!
THANK YOU!
The community events are nice but I never attended one and feel as though I missed out.
THE CONDITION OF THE BLACKTOP ON PRINCETON LANE AND THE CURBS ARE TERRIBLE!
The festivals were all well run and bring a sense of community.
The high taxes are killing housing values while raising rental rates, forcing businesses to close or leave, preventing new job creating companies from coming. The population is moving to less affluent, more renters, and many are leaving.
The new Turtle Island is geared towards fishermen and we were disappointed to see this. In a previous survey we asked to please have a two seat swings where a couple could sit & swing & lookout at the lake.
The police and fire are great! Very responsive!
The training/community safety classes offered by the police department are really helpful. Same with their activities!
The Village does give great effort to offer events for us. I wish there was a viable downtown area here, but i feel the village does as well as they can with what's available.
There are no pedestrian street crossing lites for intersections and side streets and most streets have no sidewalks for kids.
There is no diversity here. No cultural events
There was a perfectly good building behind the theatre that could've been used for early learning instead of building a new one behind AutoZone that went defunct in less than a year.
These events bring communities together. I would like to see more, and more participation.
Those making decisions about technology needs to find out the health aspects, not just the dollars!
Too many apartments in process or planned, very irresponsible to build more high density housing given water table, socially, economically and environmentally irresponsible. Lots more loud people walking outside at all hours of the night and lots of loud muffler cars now due to too many transients moving in. Too many rentals where people don't maintain lawns lowering value of homes in village.
Too much construction!!!
Too much retail in Algonquin. We don't get revenue. Just traffic. Never attended a village event. The village is ok but I can't wait to escape taxes.
Town could use more retail business
Traffic and construction are a problem
Transportation for elderly is not available.
Walmart more closer would be very appreciated. I say some where near Randall/Lakewood or Lakewood/Ackman. Currently having 4 miles to Walmart from north of Sunset park is a bit far. We have to go shopping to Walmart at least every other day
Water quality poo. No park district of our own. No post office four own. No library of our own. More upscale restaurants. Build a high school on Reed Road Campus.
Way past time to open, get rid of mask mandates!
WE ARE SO EXTREMELY DISGUSTED ABOUT HOW MANY LOW CLASS DEGENERATES YOU'VE HAVE ENABLED TO MOVE INTO THIS TOWN AND COMPLETELY DESTROY OUR QUALITY OF LIFE!!! THE VILLAGE IS INCREDIBLY GREEDY APPROVING ALL OF THE ENDLESS NEW HOUSING AND BUSINESSES CONSTANTLY BEING BUILT!!! NOBODY CARES ABOUT OUR VERY QUICKLY DISAPPEARING PRECIOUS OPEN LAND, WETLANDS, AND FORESTS FOR THE POOR DEFENSELESS ANIMALS WHO HAVE NOWHERE ELSE TO GO AND BE SAFE FROM ANIMAL ABUSE AND GETTING RUN OVER BY CRUEL, NASTY RESIDENTS SPEEDING AND OVERCROWDING EVERYWHERE!!!! NOBODY EVEN HAS ANY DECENCY TO STOP AND LET THE POOR ANIMALS CROSS THE ROADS!!! MOST
OF THE PEOPLE HERE AND THEIR KIDS HAVE ZERO REGARD FOR THE ENVIRONMENT AND TOSS THEIR FILTHY TRASH AND LITTER EVERYWHERE BUT THE TRASH OR RECYCLING BIN!!!

#### Please provide any comments or feedback relative to the quality of life in Lake in the Hills.

ADDITIONALLY, WE HAVE NOTHING BUT NOISE POLLUTION FROM THEIR OBNOXIOUSLY LOUD CARS AND RADIOS BLASTING CONSTANTLY AS THEY SPEED THROUGH OUR NEIGHBORHOODS AND POLLUTE OUR PARKS!!!! YOU HAVE UTTERLY SACRIFIED ANY QUALITY OF LIFE WE HAD LEFT IN LAKE IN THE HILLS BY APPROVING WHAT USED TO BE A PEACEFUL SMALL TOWN TO GROW INTO A CRIME-RIDDEN, TRASH LADEN URBAN JUNGLE!!!! NOBODY HAS ANY MANNERS WHATSOEVER AND THE POOR POLICE CAN'T EVEN KEEP UP WITH ALL OF THE CRIME AND SCUMBAG CRIMINALS!!! WE DON'T NEED ALL THE STORES & RESTAURANTS YOU'VE ALLOWED TO BE BUILT IN LAKE IN THE HILLS/ALGONQUIN!!! WE DON'T NEED ANY MORE GAS STATIONS!!! AND WHAT'S WORSE, THERE'S A NEW FOR SALE SIGN ON EVERY SINGLE STREET WITH EVEN THE SMALLEST AREA OF OPEN LAND LEFT - DO YOU WANT ABSOLUTELY NO OPEN SPACES LEFT FOR THE POOR HELPLESS ANIMALS TO LIVE??!! ARE YOU THAT INCREDIBLY GREEDY THAT YOU WON'T STOP ALLOWING THESE LAST FEW PRECIOUS OPEN ACRES TO BE SOLD??!! STOP SELLING OUR OPEN LANDS, VILLAGE OF LAKE IN THE HILLS, AND HAVE SOME COMPASSION FOR THE POOR ANIMALS AS IF THEY WERE YOUR OWN PETS!!!!!

We have been here since 1999 and have loved it. We have watched it grow and mature and all the while was a great place to live and raise our two children.

We like everything but the taxes.

We love living here!

Please provide any comments or feedback relative to government operations in the Village.
A concern I have is all of the road expansionsit is not good for animal crossings and environment.
Again, property taxes were raised to an extreme level; without any warning.
At one time I was involved in the village, but the family and work took over, I still care for my neighbors.
Beach issues! Little monitoring by police. Filthy. Non residents. No lifeguard. Unsafe.
Board meetings are open for all to attend. It is up to people to get involved.
Concerned about phone lines going down frequently at police with notifications on Facebook.
Difficult to evaluate - new to area and operations are run somewhat differently due to COVID-19
Doing a great job!
Don't hear enough about decisions, issues, discussions.
Don't know what's going to be on agenda so don't know when it was of interest.
Felt Village was/is not transparent regarding demolition of horse stables/future use.
Have local meeting or a web page to describe issues.
I admit that I am not aware of the Visage's operations and government running
I believe its my fault for not being more Informed because I'm not involved
I believe we have to many housing projects to not enough businesses to support the residents tax base.
I don't feel informed.
I don't feel that important decisions or involvement is always communicated. Not everyone is on social media so important things need to be communicated to residents in different ways.
I don't have any involvement in the village, so I don't know anything.
I don't have enough information to answer some of those questions, above. There should be an "unsure" or "neutral" option.
I don't really follow it much but seems good.
I have not researched on this. So, I have little information to make these judgements
I like the board outside of CITH police dept informative more info welcomed.
I never hear anything about any options, or choices here in LITH
In 2020 not allowing homeowners to have solid privacy fence made of vinyl and 6 feet in height is not acceptabel
Information is available.
It seems important to ticket street parking overnight if not called in. Do they ticket just as much for blocking the sidewalks? It is a pain to go through the grass & down the curb while pushing a double stroller. Car block sidewalks all the time.
It would be nice for a mailing to go to remind people where to find everything in town and the monthly decisions the board makes.
it would be nice if the village could post things in
Lake in the Hills should be absorbed by Algonquin and Huntley. They provide more community services.

Please provide any comments or feedback relative to government operations in the Village.	
Larsen Park used to be beautiful and we enjoyed visiting the horses. Now it is just a boring field. Whoever is making the decisions for the local parking is not doing a good job. They turned	Turtle Island intoa fisherman
only spot and also ruined Larsen Park by not renewing the horse farm people's lease.	11
Local government letting too much low income and transient housing enter village lowering quality of life for longtime residents. Upset we have a relatively high sales tax so I buy outside even a half percent more to buy in my town because of greed and ineffective money management.	the village as I refuse to pay
Love how the village posts about major things on social media or on the village website. It is great to see.	
MCHENRY COUNTY PROPERTY TAXES ARE UNBELIEVABLE! THEY ARE CAUSING GREAT PRESSURE ON US SENIORS TO STILL LIVE HERE	
MORE INFORMATION OF WHO PEOPLE ARE ON THE BOARD WITHOUT HAVING TO GO TO MEETINGS. WHO ARE OUR PRECINCT CAPTAINS IN AREAS	
My disagrees are not negative towards the village. I am just not involved.	
Need to inform us before something happens.	
NIA	
No comment	
No follow up with ordinance violations ie. garbage cans still in front of some houses in subdivision; makeshift trailers in front of garages all the time.	
None	
Not crazy about Randall Rd being widen - more traffic - more problems.	
our crime rate is low. (police)	
Please remove the weed growth along the curbs @ the entrance of the Big Sky subdivision on Miller Rd and Half Moon Gate Rd	
see previous comment	
START CARING ABOUT OUR ENVIRONMENT AND OUR QUALITY OF LIFE BY STOPPING ANY MORE BUILDING AND OVERCROWDING IN LAKE IN THE HILLS!!! WE NEED TO PRESERVE THE WE	
AND SAVE THE LAND FOR THE POOR ANIMALS NOBODY CARES ABOUT !!! YOU NEED TO PENALIZE & FINE UNEDUCATED RESIDENTS AND CITIZENS WHO LITTER AND THROW THEIR TRASH	WHEREVER THEY PLEASE
WITHOUT ANY REGARD TO OUR DWINDLING LAND, ENVIRONMENT, LAWS, OR OTHER RESIDENTS!!! Thank you to the police who found my runaway dog! :)	
The appearance of Police seems like feast one famine in LITH. Sometimes we feel so safe and other times we go weeks without seeing police presence.	
The elimination of the horse farm was very, very poorly handled.	
The lack of parking for Village Creek Drive residents and the ridiculous tickets for overnight parking on the streets.	
The majority of decisions made were determined long ago, according to the growth of population in the area. Decisions have a tendency to be acted upon and then the community is infor	med because of these prior
decisions. I may not necessarily disagree, but there is no option to remain neutral on some questions.	
THE POLICE NEED TO BE MORE RESPECTFUL OF THE WITH EITUWS AND Understood THEY ARE HERE TO SERVE AND PROTECT	
There are some yards in the old section that are not kept up. They are not adhering to the lawn ordinances and apparently are not fined.	
There needs to be more activities to get people interested in local government	
TOO MUCH IMPORTANCE ON PARKS & RECREATION. WE NEED ECONOMIC GROWTH, NOT MORE PARKS.	
Town needs more business's	
very Good	
Very Transparent	
virtual newsletter?	
We are unaware of the views and decisions made by the village's government.	
We used to get a monthly newsletter to intorm us of what is soing on. Other towns have village meeting televised and We don't. Just posting on internet is a copout - many senrios in the a	area.
What happened to the proposal for consolidating	
While I'm generally pleased with our local government, there's always room for improvement. I would like to see more by mail updates.	
Would like to see more diversity and support of diversity.	

Is there a service(s) you would like to see offered that is not?	
A new system of parking for cul de sacs w/ less yards needed parking spots	
A park or section of the existing dog park dedicated to little dogs	
Anonymous ability to report ordinance violations	
Anonymous tips	
better water its very hard	
Communication	
Do snow removal in drive & steps. I'm handicapped	
extend communication beyond official channels	
I am not sure where to submit code violations online, however I have called them in and nothing was done about it. Not sure reasoning.	
I would like to see more programs offered to middle aged adults. Currently the programs are geared towards kids, stay at home moms, and seniors.	
Install outdoor lighting by basketball courts.	
More handicapped accessible areas, including storefronts/door opening, closing; more handicapped parking	
more recreation programs for programs for teens	
Mosquito Control near parks	
New resident welcome guide	
No fees for senior citizens to pay online for water, especially due to COVID safety.	
One municipal building such as Huntley has. There is a disproportionate amount of firehouses to police stations. LITH should have a post office and a park district with an Olympic sized pool facility.	
Patrol Boulder Ridge greens! Kids on golf carts partying all over the roads.	
People not in relationships getting together and do things they wouldn't do alone. Such as, going to a play, bowling, casino trip. Not a dating get together.	
Pet notification for homes if they catch on fire.	
Police patrol of neighborhoods.	
Police services that deter speeding vehicles in my neighborhood.	
Progress of village projects (such as sidewalk or street resurfacing projects)	
Request a home visit for Elderly	
Review your property surveys online for permits and fences.	
stop ticketing Village Creek Dr residents for overnight parking	
Swimming year round for the children is needed. Swim team with diving blocks, not just lessons.	
Transportation	
tried twice to use the portal & its constantly down	
WE NEED SPEED CONTROLS IN OUR NEIGHBORHOODS AND RED LIGHT CAMERAS!!!	
Welfare Check online for grandparents living done.	
yes	
Yes I would like nose control between Randall + Clayton Marsh. I know this is McHenry County Property but when I call no answer	

Please provide any comments or feedback relative to the services provided by the Village.

More inspections poor lawn services. Long grass. Tall weeds. Garbage cans left out for 2 days by curb.

All good :)

cars blocking sidewalks make it very difficult to use the sideways to walk or bike ride with small kids

Clean up trees behind Stanton Circle near the pond. That area was to be maintained according to the developer that sold us the home. It is over grown and fallen trees have been rotting for years.

Crystal Lake allows homeowners the ability to install 6 foot solid private fencing on their properties. Lake in the Hills you have to jump through hoops to try to get a permit for one.

ase provide any comments or feedback relative to the services provided by the Village.	
not know about overnight Parking or vacation watch	
m what I can see, all of these services I have used are done very well.	
o not use park or rec facilities. I use Huntley to work out.	
AVE CALLED THE VILLAGE OF LAKEWOOD SEVERAL TIMES COMPLAINING ABOUT CARS AND MOTORCYCLES SPEEDING UP AND DOWN ACKMAN ROAD BEHIND OUR HOUSE! THE ROAD WAS BUILT FOR LARG	E CONS
JCKS AS A SHORTCUT. WE ALL KNOW THAT!	
ive not used many of the services listed	
quested clarification on a code violation reported by a neighbor but never received the clarification	
ink the reminder signs around town lawn care, trash recepticals are more cost effective than man hrs wasted doing the drive by warnings.	
ish the village would enforce codes more to keep our neighborhoods looking nice. parked card covering sidewalks and grass maintenance.	
ish there was an account setup for the water bill for me to just sign in.	
ork in Algonquin and have offered to host free programming for recreation offerings to public and was repeatedly declined.	
ould like a cement wall like Patton has in Crystal Lake. I would like to see this burnt car down the street removed along with bags and bags of garbage.	
ould like for the water to be softened like it is in Huntley.	
ould love to see a two seat swing put in at the main beach on Indian Trail. This would allow anyone to sit and swing, look out and enjoy the lake.	
ou want people to utilize on-line bill paying options, get rid of the service fee.	
eels like most efforts are spent to enhance the west of Randall Road section of LITH	
nice to know that these services are available.	
rould be nice to have prescription drug drop off for disposal at the police station like they do in Huntley. They have a drop box there that you can bring in unused drugs at any time.	
asked for a vacation watch years ago and I had to beg the dispatcher to help me out. Also, I was dissatisfied with the fireworks enforcement 3 years ago. Actual road violations were being committed, how	ever
ice were too focused on fireworks to notice.	
st remove snow everyday	
address doesn't show up in list to choose from in database.	
ed public transportation	
y lived here for 1 year and have only had contact w/ LITH police for vandalism on property and I can say I think the LITH police are amazing!	
ks are not maintained, inspected, or policed. My grandson and I have to clear the street sewer in front of my house or the water pools there.	
ase enforce fireworks laws with more police presence in the summer and on holidays	
ase have the company that cuts the fields along the path to slow down, they drive their mowers very fast - too fast for safety.	
ase provide any comments or feedback relative to the services provided by the Village.	
LICE DO NOT ENFORCE NOISE ORDINANCE, HAVE MANY EXCUSES WHY THEY WON'T. RUINS QUALITY OF LIFE IN VILLAGE!!	
olic works is awful	
nanr Ct: Public parking yet only 13 spaces. And 26 units. And most w/ 2 cars. And no parking on sidewalks? Please	
above re garbage cans and wagons/trailers; makes the new section of LITH look cheap (Star Summit in Big Sky)	
te park should be monitored b/c of frequent vandalism, littering, and use of profanity	
ash Pad ROCKS! Would love more bike trail through nature	
p ticketing Village creek Dr residents for overnight parking	
eets department is horrible. Destroy good trees, install new trees improperly so they die or are crooked, trimming of trees destroying beautiful trees. Inspectors are worthless, allowed drainage changes to	
sing water issues for other residents so people can install a pool, required a resident change driveway design so it changed drainage improperly causing pooling of water in addition to safety hazard due to	•
uired design, passed a job that was never started before causing contractor to demand services for work never performed as village okayed itworthless hassle provides zero value. Never check village co rk and defer to residents to take action with contractors the village contracts with, I find this fact insane, what value are they adding and why are they being paid? Just to had out contracts to friends?	ntracto
e amount of city ordinances are ridiculous considering the Village doesn't pay my taxes or my mortgage payment. Its my property and home it should be my choice.	
e amount of things we need to get a permit for is ridiculous.	
e online link for scheduling an inspection doesn't work. My building permit had a link on it for scheduling, but I got an error message when I typed it in.	

The village does a good job informing residents of current events through periodic mailings. Posting on the village signs are also helpful reminders of events and services.

#### Please provide any comments or feedback relative to the services provided by the Village.

The water is horrible- wish that could be improved!! It would be nice that if the village would enforce things such as cutting grass, shoveling sidewalks and trash cans being put out of sight. I see the signs but people do not follow the rules! Parking on the street is a pain to do with a mobile device, the online portion should be made more user friendly.

There are numerous empty buildings, however outlets are being built up. We should be utilizing the empty spaces before building, even if that means making alterations to existing facilities.

THERE WAS NO CHARGE TO PAY THE SANITARY BIII.

Ticket SPEEDERS / Keep Solicitors Away

Too many codes and inspections!

very good

Very satisfied.

Village inspectors can be rude and seem to forget who they work for.

Village office employees seem to always be at lunch or off. Very small window to talk to anyone. Took a while for permits.

We are still waiting for the permit to remove our deck.

We had a construction problem that was reviewed (or not) 15 years ago with a plote build. We went in person to the Village and process was not easy.

Why do we let truck (OTR Driver) park on the street by Lakewood and Algonquin by the storage place/CVS

Wish there was not a charge for online payments. Seems ridiculous compared to all of the other online transactions I have that do not have a "convenience fee" to process the payment.

Please provide any comments or feedback relative to public safety and police department services in the Village.

A lot of people roll through stop signs driving onto Albrecht a between Lakewood and Miller Rds in early morning

All of the no right on the red are a pain. Do people not know how to drive?

Blasting Exhaust & MOTORCYCLES Modified To INCREASE THE NOISE IS COMPLETELY IGNORED Though. Totally Illegal.

cars park on sidewalks on acorn

Emergency telephone booths

enforce speed limits near parks. More police presence on Albrect and Miller to reduce speed.

Even though I do not have any experiences to share, recent incidents nationwide have clearly shown, Police needs to be thoroughly trained on using absolute minimal force in apprehending suspects of violations of law, call for backup almost all the time when in such situations, so more man power is used rather than the lethal/not lethal weapon power to subdue a suspect. Police should give extra effort to de-escalate a situation with a suspect rather than trying to quickly over power a suspect. Bodycams should always be worn. Dashboard camera should always be rolling in a traffic stop. Police needs to understand it would be common for a suspect to resist an arrest, and in such situations not to discharge a weapon, unless the officer's life is CLEARLY in danger. De-escalation and back up should be the best approach. In a questionable encounter quick thorough transparency form police department is critically important to safeguard the trust on police department as well as for citizens to support the police department.

Had 2 police officers pounding at my door at 1:00am looking for someone who didn't live here - no explanation, no sorry for the disruption - nothing - very unhappy about this.

Have the police drive thru the neighborhoods more - get out of the car or roll down the window just to say hi. We know our UPS, Amazon, Mail people, yet we don't know our police officers. It would be nice to know them.

I don't see police cars too often in our neighborhood. I'm hoping that's because there is no need for them, however, it would be nice to see them patrol a bit more.

I have had a good relationship with police over the years

i have not called lith police but did call 911 for a medical emergency and the response time was excelletn

I live in Section 3. The amount of traffic & driving at high speeds is not ok. There are so many little kids in this neighborhood

I love living close to a police dept. I feel very safe.

I think everyone should either follow LITH PD on Facebook or get the Nixle alerts. Maybe publicize those outlets more?

I think our police department is doing a good job, but I would like to see them cruising the streets (subdivisions) more.

I've gotten to know several members of LITH PD and am thankful for it. Knowing their operations is fantastic, however I think their presence on the west side is much less as opposed to the east side. Would like to see more patrol over on this side of town.

I've never seen police in my residential area.

Keep up the good work!

LITH Police DEPT IS THE BEST!

Please provide any comments or feedback relative to public safety and police department services in the Village. LOSE THE ATTITUDE - especially towards Village residents more police, law and order has never been more important! My few interactions with the police have been professional and courteous. I really appreciate the tough iobs they do. Need more street lights on our street. Also need a speed trap too many speeders on our short street. Nothing but great experiences with police! They really do a lot to keep community informed and safe. One doesn't exactly want to see the Police, but would like to know they are close by. I am not aware of the Village's effort to educate regarding public safety, but I grew up in a large city and know how to watch my back. Other than a few break-ins and stolen vehicles, I am not aware of any major crimes committed, therefore the Police must be doing a decent job. I have never called the Police to my home for an emergency and cannot comment as to whether they respond quickly or not. Oops...I was a little premature. Speeding down Miller Rd is terrible, weaving cars on Randall is terrible. Our police and first responders do a great job of responding and services People are very courteous and quick response, every time we ask for them, keep it up!!! PLEASE REMOVE ANY PHOTO RED LIGHTS, DON'T WORK FOR THE PUBLIC & NOT GOOD IMAGE Police (officers) spread too thin. Police are awesome. Back the blue. Police are welcomed should enforce laws. I respect + appreciate police! Police let speeding vehicles through residential streets. Police seem to ignore customized very loud cars disturbing the peace and waking people up at night and early morning Police should patrol Algonguin Rd., Reed Rd., and Lakewood Road (all east of Frank Road late at night to reduce "drag racing" poor enforcement to ensure no parking over sidewalks PUBLIC SAFETY SEEMS TO BE VERY LIMITED. ACKMAN ROAD BACKS UP TO OUR YARD. ITS A TOTAL NIGHTMARE. public saftily programs ? Rakow Road doesn't allow for policing Reed Road, and Algonguin Road Lakewood west is a race course! Should ticket sidewalk blocking before street overnight if not called in. Whats the problem if a car is on the street when the driveway is full of other cars. Specifically, there is an issue with increased traffic due to construction on Randall/ Algonquin. This increased traffic is very often speeding through the residential areas to cut around traffic. They tend to not stop at the stop signs and drive way over the speed limit- making it almost impossible to go for walks through the neighborhood, since we don't have sidewalks. I have addressed concerns with the police department but I have not seen any action being taken, other than an electronic speed display on Crystal Lake Road. My concerns are with Oakleaf, Hunters Path, Acorn, Deer Path, Pheasant, Woody Way, Wander Way, etc. speed zone not Enforced on Frank Road Speeding and dangerous over taking can be seen too often Speeding down west Miller Rd. and south Randall is insane at all hours of the night. I can hear it in my house in Big Sky/Star Summit! Speeding in subdivision is crazy also. We used to have good police presence about 20 years ago, but now, can't say we've seen a police car EVER anymore checking speeding. They always used to come by to talk with neighborhood kids. Speeding on Randall and Algonquin Road is prevalent. More police presence would help. Speeding on Rt 62/ its a race track Stop the drug dealing that keeps happening on Hunters Path Stop ticketing for overnight parking. A lot of us do not have the extra space to park our cars & the AMC parking lot is no longer available. Thanks for all you do!. Thanks for your hard work The dept deserves A+ give them a luncheon at least The few times I needed them, the police, and fire were quick & excellent! The LITH PD does a good job trying to keep drivers aware of speed limits in residential areas. They are constantly moving portable radar stations to what I assume to be problem areas. What can be done by residents to help report or alert the PD of habitual speeders. The noise of speeding Cars & bikes on N.62 is bad. The phone operator does not know the rules for kids to be look, lamc, wrih themol How old do they have to be? TO walk or bike in neighborhood? W/O Parent?

Please provide any comments or feedback relative to public safety and police department services in the Village. The police call me (as a senior over 65) during heat/cold emergencies to see if I need help. That is very impressive! The Police Dept. Do an excellent job and deserve more recognition THE POLICE TRY THEIR BEST BUT CAN'T POSSIBLY BE AROUND TO CATCH EVERYONE SPEEDING THROUGH OUR NEIGHBORHOODS AND ON OUR CITY STREETS!! THE VILLAGE NEEDS RED LIGHT CAMERAS TO CATCH DRIVERS SPEEDING, RUNNING RED LIGHTS, AND ENDANGERING OUR LIVES!! The village does not address loud cars, Trucks & motorcycles on Algonquin Roud. My house is 0.2 miles away and I hear them gear-head in my house TICKET SPEEDERS & PERSONS WHO TEXT & DRIVE To Many Speeders Too many cars parked on residential streets. Loud mufflers. Loud engines. Racing. Too many wrong turns on Pyott south on Algonquin would like to see more visibility in neighborhoods TRAFFIC on MCPHEE PR. IS NOT Following SPEED LIMIT .PHONE USE IN TRAFFIC is common on all STREETS Traffic violations in Bould ridge get unnoticed. Kids riding golf cards with friends around neighborhood. Use to see them drive through the neighborhood and local stores. Don't see them in the stores anymore. No enforcing the mask rules in some stores. Used Nixle. Reported neighbor's garbage sitting on curb for weeks at a time & nothing was done about it. Utilized police and fire once, was very satisfied and prompt with services. very happy with The police service. We appreciate the police. But, we don't often see them. Why? We are always glad to see the police and fire depts. We support and respect them 1008 WE ARE SAFE IN HERE WITH LITH POLICE !!! We have always appreciated the visibility of law enforcement and all of the emergency services ability to respond when necessary. We have noticed that since COVID, we have not seen as much police activity, don't see them at the parks, our neighborhood, or even on Algonquin or Randall RDs We were VERY impressed with the open letter from Chief Brey, and appreciated the outreach and the time he took to answer our questions: http://mchenrycountyblog.com/2020/06/12/open-letter-from-lake-in-thehills-police-chief-david-brey/ we would like to see more police in Boulder Ridge We've had a drug dealer on our block for 20 years and the police wouldn't do anything about it. Now they're finally moving!! when people park on no parking streets and near intersections nothing seems to get done. Also asked about a stop or yield sign added but nothing ever happened.

Would like to see better enforcement of ordinances and laws that doesn't require a resident call and actually ask for enforcement.

#### Please provide any comments or feedback relative to public works services in the Village.

H<sub>2</sub>O too hard we've had to replace dishwasher, faucets continuously because of hard water

THE WOODS CREEK LAKE NEEDS TO BE DREDGED!!!

1. Culd-de-sac folks are left last for plowing after heavy snow fall. 1. Please protect the grass when hydrant flushing!!!

10 contaminants exceed EWG health guidelines

Although I would not drink the water unfiltered from the tap, the water quality is decent. I admire the fact that the Village allowed us to save the tree in our easement, since we picked up the cost of treatment. Only during a blizzard, did the snow removal lag just a bit, but totally understandable.

Clogged culvert pipes are said to be the responsibility of the home owner's. Some old people can't remove dirt and grass that stops water flow from storm water run off.

Common area our house backs to in Springlake Farms (south) is a mess. Trees were removed and not replaced. Grass was charred this summer and there is regularly garbage in the water.

Cunat ct. Buildings aren't cleaned properly. Very lazily cleaned

Drainage of water from easement is a problem. Snow plows always push extra snow from other streets to the bottom of my driveway and I end up shoveling it 2 or 3 times.

Fix All the Driveways Damaged by curb replacement

Flood Brothers has provided excellent service and are extremely friendly and reasonable.

Flood Brothers is ATROCIOUS! Garbage is left all over the streets after they come through. I have even seen full bags of garbage in the middle of the residential streets. PLEASE go to another service!

#### Please provide any comments or feedback relative to public works services in the Village.

Fluoride in water not healthy

Garbage can storage rules are outdated since the use of large cans for automation. Enforcement is unfair.

Get more trucks out sooner! AND DONT PLOW THE SNOW BACK INTO SOMEONES DRIVEWAY! You've got 80+ old men having to go out and shovel that off their driveway entrance. SOMEONE FIX THAT!

Had a drainage problem. Very Prompt. Fixed next day.

HARD WATER

Hard water remains an issue.

Hard water while Huntley has good water.

Have to use filtered water because of taste and smell.

I am always seeing public works in my neighborhood maintaining public areas

I feel our water is poor but I understand its hard water.

I feel there is an opportunity to improve the maintenance of the parkway trees and bushes. especially when it comes to removing and replacing the dead ones. If they remove a tree or bush expectations would be to replace them immediately, one for one. Our taxes are high so expectations of good schools, roads, sidewalks and parkways are expected. Home owners should not have to trim parkway trees the village should be maintaining on a regular basis.

I had to say very poor for streets and sidewalks because in the process of getting new street and curbs this summer they defaced our driveway (outer portion).

I have lived here since 1996. The quality of water was very bad back then, it is still bad, I CANNOT drink the water from the kitchen faucet. I have had a water softener since 1996

I have no sidewalks. My subdivision does it's own maintenence. I question what happened to the regular water report we used to receive. I'm a little leery.

I have to have a water softener and reverse osmosis. Water tastes terrible.

I know the cost is the reason, but the village streets in subdivisions are not resurfaced enough. I've been in LITH for 16 years and my street has not been resurfaced. I'm not expecting the village increase spending on this, but a 5-10 year street resurfacing plan available via the web site so we can at least see our street, segment and approx date of resurfacing. Not just in text form, but a map would be great. The LITH newsletter describes the streets being resurfaced for that year only, but without a map, its difficult to figure out where it stops and ends.

I like that there is electronic waste pick up every other month. The water here is terrible. We moved here from Huntley where we did not need a water softener. I also thing separating water and sewer departments is a waste of money.

I pay high taxes, but the streets and sidewalks are my responsibility

I use Nixle. I reported neighbors garbage sitting on curb for weeks at a time and nothing was done.

I very much appreciate keeping the roads clear in winter, It's not easy but you do an excellent job of it.

I wish more odor could be removed from the tap water without having to replace household water filters so frequently.

Improve on services above.

Improve water quality.

Increased maintenance on bike trails needed. Trim trees etc. Fill pot holes. How about a bike trail on Cary Algonquin to Huntley

INDIAN TRAIL NEEDS SPEED BUMPS AND SPEED METERS!

It has been disappointing and surprising that our neighboring street (Pride Run) has been patched and repaved in the 10 years we've lived here but our street (Starwood Pass) has not. Pride Run isn't any more of a main street but seems to get more attention.

Its frustrating during the winter when the village when plowing the walkway and go through my driveway doesn't make sure that they are not leaving small snow banks in my driveway that then can freeze and be a hazard when I'm trying to pull in and out of my driveway.

LIVED HERE 26 YEARS. NOTHING HAS EVER BEEN DONE TO OURS STREETS OR CURBS.

Lots of hardwater in running tap water. Please address this. I have lived in Huntley and the water supplied by Huntley has very little hard water elements compared to LITH supplied water. Water bill is also high.

Many sidewalks need repairs. Would not drink the water because of all the added chemicals.

more trees needed along with sidewalks.

My association provides snow and garbage removal.

N/A

Need To Improve wATER MUCH BETTER Quality

Need to treat the water better. Trash is expensive.

No problems here

#### Please provide any comments or feedback relative to public works services in the Village.

#### None

Not happy that Echo Park was out of use in Aug when I had grand kids from out of state. It was taken out and not put in for almost a month. What was wrong with the old park? Although I must say, now that the new one is in, so many kids are using it. More than I have ever seen in the 16 years I have been here.

Not happy with garbage company. They have left our cans filled. We called, said they would pick up and never did.

OFFER HOME DELIVERY FOR WATER PURIFIERS/ SAIT INSTALLATION

Our snow removal in Boulder ridge should be part of the Village. Our taxes are ridiculously high & our snow removal is horrible. A neighbor was in an accident because of snow on the roads.

Overall Good

Overall, I feel that Lake in the Hills is a safe, clean, friendly place to raise a family. We raised our kids here since they were babies, they are now in their 20's and have been very happy

Parkway trees in the sumner glen subdivision have been neglected.

Please watch how much snow is piled next to fences. It can cause damage.

Please, for the love of God, finish Randall/Algonquin Rd. Intersection mess. Might not even be LITH, but just saying.

Plow drivers in cul de sacs need training on how to not put 3' of snow in driveways, also plow drivers need to find the curb and drains.

Poor water. Hard like.

PUSHING SNOW TICE INTO DRIVEWAY APER IT WAS SHOVELED

Rebuilt parks to a smaller play area. Kids get bored and don't play. No one is regularly maintaining trees, sidewalks, streets, park sidewalks not shoveled when there is snow & ice.

School kids need sidewalks cleared - many residents cannot clear them in time for kids to walk to bus stops - please clear the sidewalks instead of the paths, of snow.

seeing yellow/orange in our water again. Water Quality has gone down

Sidewalks in many areas are not safe. Curbs installed improperly by contractors and public works failed to hold them accountable telling residents to call them vs. them holding them accountable. Parkway trees installed improperly and butchered by staff without oversight by an arborist.

Snow Removal is terrible. I see a lot of damage on my street every year.

Snow removal places all the snow at the end of my driveway and it is very difficult at times to shovel ice and 3 to 4 feet of snow. In addition, I would love it if you offered snow shovel for residents if they can't shovel.

Snow removal quick. Pot holes around take a while to get fixed

Some streets are better maintained than others.

Still getting red stains in toilet bowl. Been here years!

Suspected city water problem (metallic, hard, rusty). Trash pickup needs to be more consistent.

thanks for updating the so many parks

The amount of rust and corrosion from the water here is very poor.

The corner of Albrecht and Lakewood has a lot of rocks/gravel that is always being kicked up by the cars that turn the corner (towards Impressions Dr.). This poses issues to motorcycles being able to cross that intersection. Also, there is a pot hole right at that corner which seems to get filled by the rocks/gravel every once in a while, yet is a hole again within a few weeks from cars cutting that corner. It would be great if we could get that permanently filled and do away with the rocks/gravel.

The hard water is a big turn off of Lake in the Hills.

The hardness and smell of the water all throughout LITH is absolutely horrible. Moved here from Huntley and simply cannot drink the water here. We purchases cases of water bottles because we cannot afford to install a water softner and home filter, and quite frankly I think we shouldn't have to pay for that. The water supply here needs major work, I know that it does, but now that we've had the hard water come to damage several appliances, clog several faucets and shower heads, and based on conversations with neighbors and visitors, I know that we aren't the only family that has this issue.

The lights on our streets may be LED but light up nothing. I do not feel safe walking my dogs at night. The old lights were better and lit up more areas - I now carry a large flashlight for safety. Snow removal in the courts needs to be better. If you can take a swipe on the road connected to a court then make a swipe. We all have to work to pay the taxes.

The snowplows need to plow closer to the curb. In many cases, they leave a three foot swatch from the curb to the street, thus requiring homeowners to shovel the street.

The trash bins are often turned over and dropped (mine was cracked), there is always trash all over the streets and roads. It's gross!

The trash pick up needs to improve. There are times when the service doesn't come until 2 or 3pm and garbage has been blowing all around the neighborhood for half the day. Also, tree maintenance needs to improve. Trees in the higher income houses are kept nice, but the side streets in my neighborhood are neglected.

the water is a problem. had to get a water softener unit. very hard water.

The water is hard, but not sure how much can really be done about that.

The water is the worst water I have ever had. It has runied my dishwasher. When it rains many of the sidewalks are flooded in my neighborhood

The water quality has gotten worse over the last few years. It has a very strong moldy/musty odor.

	or feedback relative to public works services in the Village.
	pliances have a short lifespan, along with water softeners. The water often has an odor.
There is no safe way to get to L who have fallen and hurt	aBuy Park parents and children have to walk on Hilltop with all the traffic. Also kid coming Hilltop on all kinds of wheeled apparatus. I have been run off the road twice and helped childre
Trash pick up is messy. Cans oc	asional tossed all over, dumping leftover debris back into the yard/street.
Tree belonging to the Village in	front of my house is mostly dead, was supposed to be removed every year for the past 7 years. I wish there was a bus stop at Miller and Randall to get to Metra.
Tree removal needs to be impre	ved. Specifically behind Stanton Circle by pond.
Trees on parkways need trimm	ng. I've lived 17yrs in community and I haven't seen no one trimming. I'm a walker and see a lot hanging over sidewalk - CADBURY!
TREES WERE TRIMMED LAST YE	AR in our NEIGHBORHOOD BUT IT LOOKED LIKE THEY DIDN'T Know How to TRIM THEM MAYBE LACK OF KNOWLEDGE OR EXPERIENCE
TRIM THE BRANCHES OVERHAM	GING SIDEWALKS & STREETS
unable to drink the water. I have	e to drink bottled water, had to purchase a water softener to better myself.
very good. Thank you for the se	rvice
Very hard water still	
Very poor on sidewalks compar	e with Huntly and Crystal Lake another west side of the village no side walks at all. Example Agonquin Rd. between Randal and 47 OR lakewood between algonquin and akman
Very satisfied with public works	
Village repairing curbs unecess	rily. Mess during walk, large chunks of debris left. Poorly marked missing sidewalks. Snowplow removes grass.
Water additives are horrible. V	/ater is full of residue on my dishes, sinks, etc.
Water is full of calcium and oth grass and weeds, looks awful.	er minerals, we have a high end softener and still get tons of buildup on appliances and in shower. The parkway needs to be cared for and maintained better. Often I see long ignored
Water is horrible, ruins everyth	ng in the house!!
Water is horrible.	
Water is terrible. Had water tes	ted and the results were poor.
Water needs more upgrading.	
Water not good.	
Water quality hard and bad tas	e. Bought water sftener to alleviate problems.
Water quality has improved sul	stantially in the 20+ years we have lived here.
Water quality isn't always great	, sometimes has a strong well-water smell even with filtration
Water supply fee is too high co	npared to adjacent villages.
We apparently have very hard	vater per water filter
We do not have sidewalks yet o	ur taxes were outrageously increased! Extremely unhappy - what are we paying for?!
WE HAVE A TREE PLANTED IN S	PRING AND IT IS NOW DEAD. WATERING PROGRAM FOR PARKWAY TREES NEEDS TO BE CONDUCTED MORE OFTEN.
We live a few blocks off Algonq	uin Rd. Our water pressure used to be great but, the last couple of months our water pressure has gotten terrible I wish the water pressure would return.
We need a sidewalk on Lakewo	od or Ackman to connect Cheswick and townhomes between Ackman and Lakewood to downtown Lake in the Hills area.
	O CREWS OUT TO PICK UP ALL OF THE TRASH ALONG SO MANY OF OUR STREETS/ROADS WHICH WERE LITTERED BY THOUGHTLESS RESIDENTS!! LKTTER ESPECIALLY NEEDS TO BE ANIMALS CAN CHOKE FROM SWALLOWING PLASTICS & TRASH!!! The street sweepers who periodically clean the streets/curbs aren't nearly enough!!!
WE SPOKE TO PUBLIC WORKS L THIS HAS NOT OCCURED.	AS YEAR, AND THEY INDICATED A BURN WAS SCHEDULED FOR 2020 TO THE NATIVE PLANTINGS TO THE RETNETION POND BEHIND OVERVIEW PARK (MEADOWBROOK - UNIT 26) TO DAT
When it is trash day w/out fail t driveways.	here ends up being trash all over when they dump the loader into the truck. Also we have had a truck on multiple times blow their hydraulic hose and spray the fluid all over the street 8
When the Village removes snow	r from area, I would like to have them remove snow from curb area by driveways. Sometimes large chunks of ice accumulate and its hard/heavy to remove.
With the road building going or	cars are more and more confused with the changes in lanes and people are not being safe. They need more people in the high traffic areas watching.
Would like to see an increase ir	road resurfacing
Would like to see weed treatme	ent better applied / applied at all to pump house property

Please provide any comments or feedback relative to transportation services in the Village. A bike path/walking path the length of Lakewood would be nice. Bikers and walkers often struggle down gravely and uneven trek. 1 Please provide any comments or feedback relative to transportation services in the Village. As a Metra user (pre-pandemic), I would've liked some public option (say, a shuttle) to get to and from either CL or Pingree train stations. Short of that, maybe a rideshare sign-up system on the LITH website would be cheap to set up and very useful. Bike lane (path) should be extended from Reed to Miller on Lakewood Road Bike lanes should be provided for the idiots in the road! + should be ticketed for breaking rules of the road i.e. going thru lights!!! Bike path on Lakewood Road. Bike trails should connect to neighboring neighborhoods. There are multiple trails throughout the area that do not connect. Cars still parking over side walks Continued construction is a nightmare. Bike paths often end or lead to nowhere. What public transportation?? Crossing areas on foot in many areas is hazardous. My granddaughter rode an electric scooter across Randall Rd. and someone threw a drinking cup of liquid at her. There is no regard for pedestrians on the streets. Crystal Lake is more bike friendly DO NOT USE PUBLIC TRANS. OR PRIVATE Do NOT USE Public TRANSPORTATION Don't use any of the above modes of transportation. Drive my own car. Don't use public transport in LITH, but recognize that some stops are in town up Randall Rd Free transportation to seniors. From the month we have been here my biggest complaint is traffic. I mean theres construction EVERYWHERE. Hard to get out of LITH w/o running into it. Other than that, everything seems rather nice. Frontage roads needed - way too many stop lights. I am happy to see a sidewalk has been incorporated on the west side of Randall! I do not have to use services such as Pace. However, for the elderly, it would be important to have more stops available. I don't use public transportation I don't use public transportation. I have multipe sclerosis and the sidewalks are horrible. I have fallen numerous times walking in the street now. People drive to fast in hidden valley subdivision. Need a light at Pyott and Willow!! I like all of the bike paths. I know how to get around by avoiding Randall as much as possible so traffic isn't too bad. I like how "Public Transit" is listed on here when realistically there is none.. Now it probably wouldn't be super necessary for our village but if any form of public transit were to come here, I guess it wouldn't be bad to have something similar to divvy bikes or scooter rentals in parks and around public locations? I walk in my subdivision, don't use bike trails, don't use public transportation, of course I can hire my own transpiration. I would like to see more crosswalks so the option of walking is safer, and more buses. Life happens, and some may not be able to afford a car. It can be difficult to cross Miller Rd. Maybe a lower speed limit or a pedestrian cross walk? It there a car or van ride service available for elderly or younger teens whom don't have a ride to cross Randall Rd areas. Not uber or taxi. It would be nice to have a labeled walking lane for pedestrians in the original section that was labeled. Many times its difficult for people walking or cars driving everyone is all over the road. Having a walk in labeled lane would help people stay separate It's okav. I've never used public transportation. I think there should be more areas to walk along busy streets. Keep buses out. Bus brings ghetto. Like to bike trails routes although several could use repair and/or resurfacing. Like to see less construction, more bike paths, sidewalks on west side of Village lots of speeding cars in residential areas Love the blacktop walking trails in sunset park. Also nice for kids to use skate park and bark park. I feel like I live in the country (except for traffic!) Lyft Coverage is low. More bike paths or bigger sidewalks More bike & walk paths

ease provide any comments or feedback relative to transportation services in the Village.
pre public transport. Need shelters & benches at stops.
ed bike path or sidewalks on Lakewood Road
ed bridges or underground tunnel to get across randall road for walking or biking.
ed more busses, taxis, uber/lyft
ver used private transporation
comment
ne
t always available
t enough sidewalks, pedestrian walkways. Bridges needed to connect bike paths, instead of having to ride in the streets to the bike path.
t enough sidwalks/trails on main roads - Lakewood, Ackman, Algonquin, Randall
ce is always available.
ease continue to make bike paths along the roads.
blic buses should be available to locals.
blic Rental Bikes? (Have them in Chicago)
ndall & 62 Continue to be a nightmare
ndall road SUCKS. Wisconsin can finish roadwork faster than Illinois
ad construction takes longer than it could
ad project at Algonquin and Randall Roads ist taking way too long to complete.
le walk for bik and wlaking on Algonquin Rd. West of Randall and Lakewood rd between Algonquin and Akman
lewalk on Lakewood and Ackman would assist people who walk to be able to walk south from certain neighborhoods.
lewalks & walk ways are not available on major streets for pedestrians and bikers
me areas lack of bike lanes
EEDING/GOOD MOTORCYCLES, 40 FT TRACTOR TRAILERS, ZOOMING DOWN ACKMAN ROAD. 50 MPH SPEED LIMIT. WHERE ARE THE COPS? WHY ISN'T THE SPEED LIMIT ENFORCED? IT SHOULD BE LOWERED TO MPH. THIS IS A RESIDENTIAL NEIGHBORHOOD! OUR KIDS AND GRANDKIDS PLAY IN OUR BACK YARD WITH CARS AND TRUCKS AND MOTORCYCLES SPEEDING UP TO 100MPH!!! EVERY DAY!! THIS IS A HUGE SAFETY INCERN!
ere are no sidewalks in our area so hard to walk or have kids ride their bikes
ere are not bike paths, sidewalks and there isn't any public transportation
ERE ARE TOO MANY VEHICLES ON OUR STREETS FROM OVERCROWDING!!!!
ere should be more side walks connections
o long for road work to complete. They should work around the clock as in E
o much public transportation will clog roadways and rush hour is already rough enough. Less public transportation leads to less influx of undesirable crimes. More sidewalks along the main roads would give bikes a more security to move away from speeding vehicles. I do not utilize taxis, etc., can't comment on that.
affic flows well. Just not crazy about Randall Rd being widen - more traffic. more problems. more accidents. higher speeds. Should've just kept using Frontage Road to get to local retailers
er service is not available most of the time.
ry satisfied with transportation except would like to see disability transportation to doctor appts. made available to all LITH residents.
e don't need buses here!!!! We are not Chicago and don't want to be.
e really wish we had more sidewalks connecting our neighborhood to parks and other cycle paths in the area. There ARE cycle paths but to get to them requires crossing busy roads or driving to a parking lot by the rk to pick them up. We wish there was better connections along Ackman, for example. Our neighborhood is across from the golf park off Ackman, and there's no good way to get to the cycle paths that are down th eet. There is no good way to walk to the local preserve areas (i.e., Exner Marsh), either without having to walk along the side of the road (no sidewalks) on Lakewood.
e should have paved paths from Algonquin to Miller Rds and from Lakewood Rd west to link with Huntley and Haligus
hen walking my dog there are no sidewalks. Can't go to other sidewalk on Miller I have to pass burnt car/garbage Rodent mostly food in garbage bags has been there 3 weeks I've seen the Village come down the eet see the mess and keep going
hy are empty school buses traveling about daily? Waste of mileage, fuel added pollution

Please provide any comments or feedback relative to transportation services in the Village.

Wish there were more sidewalks in my neighborhood

wish there were sidewalks on Lakewood to get

would like to see all the construction done

Would like to see more bike/walking paths and less traffic

Would love more places - walking paths - bike paths in more outdoor areas

You need to add sidewalks to the areas by the old lake in the hills, cars pass by too fast, even cops, making it unsafe fothe people that have to walk on the street. Especially the top of the hills.

You need to get with Huntley and Algonquin to put a continuous bikepath/sidewalk on the entire stretch of Algonquin Rd. Also a question: There is public transportation? I've never seen a bus or train in the village.

Please provide any comments or feedback relative to code enforcement in the Village.

Again, feast or famine. No village presence for months and then a slew of fines and warnings once a year or so. More consistency would be nice.

Again, parking blocking sidewalls

Around/near Stanton Circle has several homes that are in disarray. One person painted their home GOLD! It's disgusting!

Can't park trailer on my own driveway. Why?

Clean up on property Its Bad cause my neighbor property looks like an episode OF Hoarders

Does not apply. HOA takes care of that.

DON'T KNOW

Don't know about code enforcement as I don't observe problems frequently, so can't tell if people do their jobs to clean their own stuff after enforcement. Campaign signs!!

Email persons who are violating.

Enforcing clean up of debris and litter...

Get the Burnt Car to a dump along with Garbage, Remove that raggedy Ass Fence between Randall +Clayton Marsh put up something of substance Im going deaf from the traffic No sleep 2-3am cause of traffic

Has been a rash of nit-picking code enforcement warnings sited to residents for really dumb things. example that was sent to my home: Garbage cans can be seen from street. Is that really an issue? All of these complaints are posted on various FB community pages.

Have seen some neighbors not shovel their snow the whole season and usually those same neighbors let there grass/weeds grow a foot high before mowing.

Have you/any member of your household used the Village's Parks and Recreation services in the past 12 months? Yes, Programs (including preschool, camp, athletics, senior programs, events, etc.).

Hold people accountable for shoveling and grass / weed removal

I believe a properly maintained house and yard is important to keep surrounding property values up. Doing so also shows pride of ownership and attracts like minded people. There is a house on Oak which I believe is abandoned. I recently saw a notice from the town to request the lawn to be cut. While appreciate the effort by the city I think this should have been taken care of much sooner. I understand these are trying times for some but there must be another way to help people who are having reoccurring problems.

I didn't exactly care for receiving a citation for my grass being too long and having three neighbors with grass that was longer, who did not receive a citation. Apparently, just doing one was enough for my block. I say, be fair and do everyone or none.

I don't believe if you are unable to pay for a fee for a recreational vehicle not being removed on time - that it should effect getting your state tax return! Too strict - not enough communication

I have no clue on how good you are at enforcing Village codes. Never had an issue nor w/ my neighbors.

I live in Meadowbrook on Fairfax Lane. This neighborhood has SO MANY properties that are not maintained by homeowners. Fairfax Lane has an RV, many homes with multiple vehicles. Homes look horrible and are not maintained.

I rated all categories good because over the years we have had no issues with any thing mentioned

I think if a resident has RV or boat they should be able to keep on their driveway all year long.

I think your code enforcements are ridiculous. We pay taxes and mortgage payments on our properties. We don't need someone to tell us where to put garbage cans & etc.

I wish the storage of out-of-season equipment would be more lenient on private property.

I would like to see the Village help clear sidewalks of snow in storms.

It seems like the village is aggressive and inconsistent about taking down posted signs. We've posted professionally printed signs for official high-school events that were taken down right away while hand drawn yard sale signs or negative/divisive political signs stand in public areas untouched. The standards and/or reasoning for taking down signs seems unclear.

Please provide any comments or feedback relative to code enforcement in the Village.

KENWORTH TRUCK PARKED DOWN THE STREET FOR 2 WEEKS, POLIICE OFFICER LIVES DOWN THE STREET, DROVE Past it AND NEVER DID ANYTHING ABOUT IT FOR 2 WEEKS, HAD TO CALL POLICE CHIEF TO GET IT TAKEN Care OF !!

Live in association. More public signs needed on rules/regs. Not all info should be on computer websites.

Need to enforce more above

Neighbor has a homemade wagon/trailer on driveway all the time.

No enforcement of trash put out too early.

No idea how they enforce. I had a code violation once and when called for clarification, no one returned call! I fixed what I thought was a problem, but no further action.

Not familiar with it.

Our neighborhoods are up to code.

People are constantly littering in park parking lots and along residential roadways

Removal of snow should be better.

RVS or car parts in driveways or yards for too long in neighborhoods.

Some backyards look like junkyards. Why no enforcement?

The neighbors behind me have had grass grow till the point that it's up to your knees and they never got any citation. They never maintain their backyard and I've Seen no enforcement of the code for them.

The village needs more vigilance on enforcing the parking over village sidewalks.

There are definitely some areas of the village that need more attention regarding the upkeep of individuals' property.

There are signs in peoples yards stating law & order Trump. What about Black Lives Matter signs. No enforcement of property maintenance beyond a sign posted to shovel in winter. Signs posted for pet waste removal and people don't remove the waste.

THERE ARE So Many PROPERTIES not following COdES & upkeep.

There should be a limit as to how many signs a property can have. And should not be able to place a sign facing a neighbor's yard

This summer a Few older homes near us are going through Foreclosures or were for sale and the grass in the Front yards was waist high. I do not feel like anyone from the Village was looking into making sure the grass was cut.

Tired of looking at boats in front of peoples homes. Example impressions drive/ronan corner. If you can afford a boat don't put it on your residence keep it at a storage facility. Keep work trailers off the streets overnight. That is not enforced.

Too many folks Are putting their trash out too early!

Too many political signs and put out before 60 day allowance

very good

Village needs to be more proactive on residents removing dead trees & controlling out of control weeds.

We have our own rules in the Lakes of Boulder Ridge and we don't have sidewalks. I do walk in some other neighborhoods and they seem okay, though there must be a problem with dog poop in some neighborhoods as there are signs about it.

Would like to see village allow storage of rv or boat on property if covered and on side of house on driveway. Would like to see zero cars parked over sidewalks or within 25' of stop signs. Would like to see zero business trucks and semis sitting in residential driveways (owned or operated by resident vs. a service doing work there). Would like to see zero trucks with trailers parked on residential streets blocking streets so they can mow a residential home lawn as it presents a safety hazard for bikers, walkers and drivers. Would like to see trash cans removed by end of day of trash pick up and not out more than a day before pick up as it allows trash flying around neighborhood. Would like to see people cited for not leaving trash out that blows around neighborhood (reasonably bound or weighted vs. loose to blow in wind). Would like to not see junk or project cars without an engine sitting in driveways in front of homes.

Please provide any comments or feedback relative to the Recreation Division in the Village.

after the current situation is over

Any even that highlights local businesses would be great.

Area to volunteer?

as stated previously, I am a senior citizen and healthwise can't do too many of these things.

Better fishing environment on the lakes. Main lake has no fish habitat in it. Too much weed control used. Stock lakes again.

Covid has kept us from the programs we enjoy through parks & Rec. very excited to get back involved when it's safe.

Definitely needed. Maybe park district?	
f you have had an experience in the past 12 months with one the following Village departmen	ts, please rate the leve
Get something going w/ golf. Have a village league and cut a deal w/ one of 3 local courses. Se	-
Haunted Halloween House on Annandale brings too many people to LITH. Noise, garbage, diff	
Have lived here 22 years. Have used some programs when I had toddlers. Not so much anymo	
I have not used any recreation programs. Hopefully after the COVID 19 disappears I will be mo	-
	ion only to be rebuffed because the volume of offerings was being downsized. I live & work in the area.
i like all there but I'm 83 and Handicap	ion only to be resulted because the volume of offerings was being downsized. Hive & work in the area.
I love all the events LITH offers.	
I may not use some of the programs but I feel they are important for a healthy community.	
I would like to see more youth sports programs offered.	
If my daughter decides to stay here + raise family, then early school/Childhood programs wou	וע אב מאבותו.
I'm kind of in a stance of "the more the merrier"	
Implement LITH Park District with pool. Implement visibility program within park district.	
KEEPING KIDS BUSY AND ACTIVE KEEPS THEM OUT OF TROUBLE	cooking classes, couples yoga, couples movie night at the beach. These classes be offered on the weekends when working
adults have the time.	cooking classes, couples yoga, couples movie night at the beach. These classes be offered on the weekends when working
Love the new Edward Hynes park. So updated. My granddaughter is in love with it.	
Maybe some time of "singles" event. Single parents to seniors.	
More cultural and community events	
More programs for seniors, and online programs for seniors.	
More programs for young adults-	
More teen and adult programs please!	
MY WIFE AND I ARE RETIRED IN OUR 70S. WE PRETTY MUCH SPEND THE SPRING AND SUMME	R ON OUR BOAT UP ON THE CHAIN OF LAKES.
N/A	
Need springboard diving classes. These are available in multiple other communities.	
No comment.	
no kids in my house	
No small children in household.	
	o offer these programs and keep them busy. Children benefit from early learning programs, so they should be continued or but a Nature Based program would be a nice addition to the program list for some. Also, the community special events
None	
not at this time	
Noticing over last couple yrs this division no longer offers any adult sports as it always had. As Pls. consider re-instating such programs (basketball, flag football, softball, etc.). As a retired P·	a result, am forced to seek neighboring town(s) athletics programming servicesat non-resident fees. Very unfortunate! +R professional, I am willing to volunteer m y time to administer such sports programs.
programs for kids w/ special needs and disabilities would be great.	
Retired	
retired	
Teen sports programs	
Tend to utilize Huntley's park district because of better programs/facilities.	

Please provide any comments or feedback relative to the Recreation Division in the Village.
The dog park is a great asset. I don't have children anymore so I don't need all those programs. Maybe a pickle ball court at one of the parks. The one in Crystal Lake looks like it's always crowded with pickle ball
players. I have yet to get to the beach but one of these days I'm going to see it.
The programs are great but a lot of single moms & dads and people in general can't afford the high costs.
There are no activities for children and many get cancelled. Our household uses Huntley Park Districts for sports and events for the 20 years due to no programs in LITH. One time my grandson was signed up for hockey with LITH and it was canceled without us being notified.
This is a young Village. Taxes are too high now. Implement programs as you can without raising taxes.
Trips to the Casino / Trips to farmers Markets / Trips to numerous Garage Sales / PUB CRAWL / Bus Stop at Randall
Very difficult to consider in a COVID time.
Very disappointed village removed Provence subdivision trail, gazebo, trash can, etc. and then was so bold to want to put in bike path on street which would require no parking for residents in street. Horrible, village took away all the amenities builder put in and reason I moved to this subdivision, real unjustified move and lowered my home value to me.
very Good
Way too expensive. Look at Huntley's prices.
We don't use the beach we need a pool on the west side. Taxes go to Huntley so have to use Stingray and that is far from Miller & Frank
We have no children.
We love Ribfest and Labor Day weekend Carnival. 🌣
WE LOVE SUMMER CAMP IN LITH
We need an aquatic canter. Huntley's is too small
We participated in Huntley Crystal lake as they had more to offer & School district peers.
We used some of the youth programs when our kids were younger and were very pleased with the options.
We used to get beach tags but stopped because the beaches are not good and water not conducive to swimming. Walking and bike paths exist but basically dead-end and one must navigate to get back to a path. We also need a flashing crosswalk light at Miller and Golf Course. Obviously that goes into Crystal Lake but connecting bike/walking paths gets dangerous there.
What about exercise for specific handicaps, such as MS, with swimming programs at Lifetime or Healthbridge
Would like to volunteer but unable.
YOU NEED MORE PROGRAMS TO TEACH ADULTS AND THEIR KIDS TO RESPECT ALL ANIMALS, NATURE, AND OUR ENVIRONMENT!!!
You should consider rental boats with trolling motors at the lake.
You should offer basketball for any age.

### If you described an experience above as "poor" or "very poor," please describe your experience.

Administration - never has an answer, Community development - not enforcing ordinances regarding lawn mowing and upkeep of properties such as rentals and homes for sale and where drainage has been changed, Human Resources - not helpful when trying to apply for jobs in village, Public works - do not keep appointments causing residents wasted time and money, not holding contractors paid for by village accountable for work they are doing and telling residents to call contractor to resolve issues. This is absolutely unacceptable as a contractor has zero incentive to address their mistakes.

Again, contacted them about the outer driveways on our street getting defaced. I haven't heard back. Many on my street complained about this!

As a senior, I appreciate the "checking in" system.

Bad experience when I used a rental facility ad the rec center. Not cleaned or stocked.

Burnt car with garbage surrounding it. Animals tearing into it and eating it in street / Replacement for the ragget ass fence between Randall + Clayton Marsh. I'm going deaf drop the noise of Randall or purchase our property for real value.

Everything Good.

Feel confident in everything LITH offers.

Generally the customer service experience with the building department is poor.

Had an question on one of my utility bills-person on phone very odd-no compassion. I was confused - didn't feel any sense of help

Have not needed to use.

Horrendous delays and run-around with permits

If you described an experience above as "poor" or "very poor," please describe your experience.

HR has a problem ghosting employment applicants and posting open positions that are already filled but probably only posting because village is a public entity.

I HAD TO CUT WEEDS GROWING OUT OF PUBLIC TREES IN MY BACKYARD. A VILLAGE SNOWPLOW TOOK OUT A HUGE CHUNK OF CONCRETE OUT OF THE CURB IN FRONT OF MY DRIVE-WAY! IVE CALLED THE VILLAGE SEVERAL TIMES COMPLAINING ABOUT IT.

I HAVE LIVED NEXT TO A VACANT HOME for almost 10 YEARS. The House HAS FALLEN APART The Village WAS NOT HELPFUL until This PAST Summer after I CONTACTED THE VILLAGE PRESIDENT,

I haven't had any interactions in the last 12 months.

It did take permit person a long time to get back to us but when she did she was helpful.

Just didn't like being singled out for grass length, while others on the same block did not receive citations.

Kids forgot to put away cans. The photo copy warning/reminder. Just seemed silly the next week reminder signs up was more pleasant of a reminder.

Laura Pekovic is amazing.

Not enforcing garbage left on curbs. Neighbor leaves garbage on curbs for WEEKS!

Permits required for too many things. Often overpriced for Size of project or events

Police Always professional

Public Works made me cut down a tree then inform me they made a mistake. Then made me cut the other tree down. Police - they never eturn calls or inform you what happened.

Side walks need on Oak Street. Removal of abandoned items on site. lawn care and tree maintenance

Since Covid-19 I have had no contact with village services.

Thank you!

The Randall Rd construction is not done. Our permit still not approved since a month ago.

We asked for the trees around the pond to be cleaned up and no one ever showed up.

We had a new roof done last November and we were told by the roofing company that a final inspection would be done the next day. We noticed problems with the roof and contacted the roofing company. No inspection was done the next day (we were home the entire day). An inspection note didn't show up until days later and was backdated to a date that we know it wasn't completed on. Our roofing issues never got solved and the final inspection was a joke.

We need more pools & playgrounds for tweens/teens. "All the parks around us dad are for babies" Again, west side, Lynn Dillow - plenty of room there. Maybe a pool.

Well and Pump problem for my house.

Your permit fees are INSANE to build a home, robbery.

Please provide any other means of communication that you believe the Village should consider when sharing information with residents.

announcements and phone calls

Been here 20 yrs, when new neighbors move in, they need to be more CONSIDERATE of their neighbors. Unreal! (ignorant people)

Charity events, which become very important/significant (except during covid) - should be advertised on Village marquess and social media. Example - Brian Krueger Memorial Baseball tournament. These events make Village look good.

Communication by the Village is generally good.

Didn't even know about the nixle alerts until I received this survey. Good to know.

Do monitor or participate in Nextdoor.com? There's quite a lot of local activity on this neighborhood group chat site including chatter about strange people or stray animals in neighborhoods, concerns about police/fire activity, downed trees, reports of loud music or cars racing down streets, etc. It would be a great place to hear about problems early or reach out to the community.

Don't know what "Resident Insider Newsletter" is

Never removed E-Newsletters

Don't Use Nixle or Social Media

Don't know!

Fix all the driveways damaged by curb repairs. The entire driveway cracks all the time.

I believe that you have given residents enough options.

I do not receive emails, brochures, or texts.

i don't go to computer or social media - I'm old!

ase provide any other means of communication that you believe the Village should consider when sharing information with residents.	
on't utilize social media	_
ok to Patch, Northwest Herald for LITH updates.	
ink the most effective way to communicate with residents is by sending us letters to inform us about what's going on in the Village. The average middle aged working adult doesn't have time for social media or bsite.	or the
ink you have it all covered. I like the weekly newsletter via email.	
lude bicycle and walking path maps with the seasonal brochures. Include paths through our parks, fens, etc. There should be a constant reminder of the availability and locations of these paths and plans to ex	pand
vould be nice if a village newsletter was sent out more frequently. The newsletter that is sent out is helpful, but it needs to be sent out more than twice a year. I don't use social media, so e-newsletters and po	sting
e never been to a public meeting and never heard of "Resident Insider Newsletter" I get most of my Village info from the Northwest Herald.	
ve Nixle alerts	
il in newsletter/emails	
il out a news letter	
essenger newsletter should be MONTHLY. Please put voting info on marquees ASAP (polling info)	
ore mailers I don't always follow social media. I usually only hear from local residents in conversation.	
w resident welcome guide.	
wsletter is very informative	
wsletters: better written	
ase provide any other means of communication that you believe the Village should consider when haring information with residents.	
ase use newsletters again as well as televised board meetings.	
stings in public market areas. kiosks at events, minor as well as high-traffic.	
ally like the e-newsletter to be kept up to date on Village news, communications, and activities.	
asonal happenings via postcard?	
Y	
lize Nextdoor	
e read all mail from the Village. arquess are good.	
nen I called to complain about the unsightly driveways I was told it was in talks but then I heard nothing.	
nen there are violations, area residents should get a mail reminder.	

### Please provide any comments or feedback relative to the Village's customer service and/or communication methods.

All LITH Village staff are always courteous & professional & informative.

Communication by the Village is generally good.

Get back to us.

Have not had much interaction.

I have only spoken with a receptionist when calling the Village Hall and those experiences have been perfectly fine.

I like reading marquees in front of police station + others.

I think honestly -- the social media modes of communication are the easiest for us to consume. Emails get filtered out, and snail mail is not timely or easy to find later for reference. I like how LITH is adopting and expanding online presence for both just-in-time communications (social media posts, text alerts etc) as well as self service (great, easy to navigate website).

I think the VIllage is missing the boat when it comes to the parks & beaches. Gearing things towards fishermen and little kids is not the majority of people who live in the original section. If you put in the two swings at indian trail beach adults, couples, seniors, everyone could enjoy them.

I would like to see an electronic newsletter. The current newsletter should be distributed more often.

### Please provide any comments or feedback relative to the Village's customer service and/or communication methods.

In regards to the village website, the ONLY reason I give it a poor rating is because in the eyes of search engines like Google, Bing, and Yahoo, the old "m.lith.org" still shows up in search results but the links don't work. I'd suggest having your webmaster look into fixing these things via the webmaster tools available from these search engines. As users try to click these old thinks, they'll think the village site is broken when it really isn't. It's important as most traffic to the website probably comes from a quick search, resulting in people not finding the information they need.

lease provide any comments or feedback relative to the Village's customer service and/or communication methods.

Please provide any comments or feedback relative to the Village's customer service and/or communication methods,

response times to emails with questions, ideas, and concerns

THE VILLAGE NEEDS TO COMMUNICATE WITH EVERYONE ABOUT OBEYING LAWS AND TO STOP SPEEDING AND PROTECT OUR ENVIRONMENT & STOP LITTERING!!!!

The village website looks like it was developed by a group of middle schoolers who worked independently and threw it al together. The format is different for each departments, the search does not find anything specific to the site, and a lot of things that should be online are not or are in a format not easy to navigate. And some pages don't optimize for mobile devices.

There is no communication.

We read all mail from the Village. Marquee are good

Your service and communication has been prompt. Love it!

### Do you have any other comments, questions, or concerns?

1. PROTECT GRASS WHEN HYDRANT FLUSHING

2. ENFORCE NO PARKING ON/OVER SIDEWALKS

3. ACKMAN RD HAS WAY TOO MANY SPEEDERS!

All in all, the Village is very well run. And the events to participate help residents come together and brings in people who look at our village and say they want to move here which I think speaks highly for Lake in the Hills.

As I have referred to in my comments, I would like to see the Village take a more active role in encouraging homeowners to maintain their properties. It effects our property values. I have contacted the Village about this in the past.

As multi-cultural as the village is, it just seems to be a one note place. There are no cultural celebrations except the typical ones. No recognition of other ethnicity

At the start of Spring, maybe send the reminder about trash, mowing and watering that is separate to the newsletter that many may ignore.

Better public transportation. Firework shows.

Both household members work the night shift, but the interactions we've had with the village were pleasant

cars still go speeding down Miller right. past Haligus going westbound. My house backs up to Miller & often the road is like a race track!!

Choices should have a column that includes a "NA" area. I hate to have to make a choice if I haven't used something

community events despite COVID-19 issue

Consider tunnels gravel pit filled with water into recreation area like three oak in crystal lake. Lakes in town are too tiney to swim in

Disappointed no mention of our great fire dept. without a strong police and FIRE dept. we woudln't have this great town to live in.

Don't really use much of what the Village offers. Golf a lot in summer and plan on Arizona in winter. Won't be hear much longer.

Extra police patrols in November 2020 after the election for home owners

Final inspections by the Village need to be better handled. I recently needed a final inspection done and when I scheduled the appointment I was given a 3 hr window for someone to show for something that took 2 minutes. Give residents a specific time so they don't waste half a day waiting for nothing. If you're only going to spend 2 minutes looking at something, then there's no reason specific, timed appointments can't be set up.

Fix the Driveways , LEARN to Plow Snow

for the health of people that leave in LTH please we need good sidewalks and acces to bike sides

Garbage pick up is a Joke & they leave garbage all over when they dump into the truck, they should pick up if they r

Great place to live keep taxes in check keep public safety priority and open up everything. This is now month 6 of the 3 week quarantine to slow the spike.

Great town taxes, Like all great towns it takes taxes, more Business and manufac. Business to help residential taxes.

I have an RV and am not happy that I can't keep in in my driveway year round.

I have had to contact police & fire SEVERAL TIMES, Both arrived immediately and each time were extremely helpful I PRAY For The Police + Fire Depts.

### Do you have any other comments, questions, or concerns?

I have lived in Lake in the Hills since I was 8 years old. I'm now 41 years old. So over 30 years. Here is my list of things that would improve the original section of LITH:

-Put in two seat swings at Indian Trail Beach for adult couple to enjoy the view of the lake.

- Gear some programs to middle aged adults and offer these classes on the weekends. Couples cooking classes, couples yoga, a running club, etc.

- Better water pressure restored to original section homes off Algonquin Rd.

- The roads are in terrible shape in the original section near Algonquin Rd. We need new, repaved roads with walking near the lake where it is very hilly. The roads used to be so nice in the original section. I don't know why they haven't been redone in years.

I have put a "no Soliciting Sign on my door, yet I STILL get flyers from landscaping companies and others. I do not want these people leaving their flyers at my door. Please do NOT allow them to do so. Gonzales Landscaping is one. Attached is another. I ahve tried calling these companies that left their flyers...they were not happy with me.

I just don't like the water because Its so hard,

I LOVE BE THERE, MY KIDS LOVES SUMMER CAMP - THEY ARE USE IT FROM 3 YEARS

I prefer Village resources be utilized for infrastructure including roads(repair, maint., cleaning), landscape, police, and fire. Upkeep of parks, even expanding them, rather than programs.

I think more attention to adding stop or yield signs in town and also having areas cleared out when you stop at signs you can not set clearly when looking both ways because of trees and bushes

I THINK YOU GUYS ARE DOING AN EXCELLENT JOB WITH THE VILLAGE, LIKE THE COMMENT I WROTE ABOUT THE POLICE DEPT. KEEP IT UP.

I would like for the City to enforce removal of random abandoned Items on visible roads and areas.

- Creating side wall paths or bike paths

I'm thinking cul-de-sac should be for visitors not for residents to monopolize. This cul-de-sac is taken over. When people have company there is little areas to park. People living in culdesac use their spaces so their own driveways can be used for lawn chairs and be kept empty. I thought backyards were for gathering. Spaces are constantly filled.

In parks, instead of using wood chips need to look into putting cushion or rubber padding seen in some parks. Better for kids.

Is there any date available as to when the roadwork will be done? Will there be early voting?

It would be nice to see a more diverse group of people in your offices. All the years I've lived in LITH, I haven't see 1.

Just feedback on the survey itself Some things did not apply so you should add N/A

just online billing to be easer.

Just perking. Make it easy, possible, fair to have property tax payers get a parking spot. W/O an HOA. I've heard of getting stickers for the only members. Or parking in your # only parking spot. PLEASE.

Just re-inforcing how important it is for you to look into the water situation, it is absolutely terrible and I think is a project that needs to be addressed ASAP.

Keep our governing honest and respectful. Thank you.

Keep up the good work!

LaBuy was not, designed for young children under 5. A lot of the Children äre under that age that come. A light needs to be added to light the play area because we hear thing going on but to dark to see. Some type of walk needs to be added to Hilltop so people do not have to walk

Lake in the Hills always had that laid back, easy going, at home feel Lets keep that home town charm and keep the city issues and problems in the city of Chicago

LITH is a great community. I am happy here!

Lower Property Tax Too High for Seniors

Lower taxes

More residential development without increasing Law Enforcement, Postal services, a New Park District, a library, does not allow for healthy growth of a village. Taxes are not proportional the services and facilities this village provides. Thus, more residents will leave and congestion on roads will become more unbearable.

Moved here from Park Ridge. Absolutely love our place in the Villas of Boulder Ridge. Great view of McHenry County water front preserve.

My biggest complaint about this area is traffic flow. So many red lights. Short trips take longer than they should. Please consider flashing lights at some intersections at off times.

Need to lower taxes if people are going to be able to stay in LITH and McHenry County

No, keep up the good work! Anything you can do to help lower our taxes is about the only thing I have.

Non stop road construction at 62/Randall is taking too long to complete. I realize a state issue likely, but tearing up multiple routes in the same area at the same time is very inconvenient.

Only about the lack of walkways to get to other areas from where I live. There are many great, winding paths and walkways and where I am, we cannot get there. I would like to be able to walk on Ackman to other paths, walk to the path on Miller w/o having to walk on the side of the road. I would like LITH to work with surrounding communities to make it safer for bike riding, running, and walking with families.

Overall with is a nice place to live. Very disappointed we still don't have more bike paths on main roads! Also-water isn't the best quality.

Please consider shortening trick or treat house like other towns. 8PM is too late and dark. This year- ?? If I had a little one I would not take them to strangers' houses anymore. We need new traditions.

please do something about construction. It really is just a mess of a situation.

PRINCET "THANK	note, there is no map shown below. I used the paper map sent. Using Microsoft Edge which is based on Chrome.
"THANK	
	TON LANE IS A WASH BOARD! YOU REPAIR ONLY A SHORT AMOUNT OF PRINCETON LANE EACH EAR! WHY CAN'T THE ENTIRE STREET BE DONE AT ONE TIME? ITS A MAIN THOROGARE! I WOULD ALSC (" THE WORKER WHO PLANTED THE SMALLEST TREE IN FRONT OF MY HOUSE. ACKMAN ROD 50MPH SOEED LIMIT! CARS & MOTORCYCLES SPEED UP TO 100 MPH EACH DAY! THIS IS WRONG!!! WHY A RUCKS, TRACTOR TRAILERS ALLOWED ON ACKMAN ROAD? THIS IS A RESIDENTIAL NEIGHBORHOOD! LOWER THE SPEED LIMIT AND ENFORCE THE LAW!
Really lc	ove the dog park its the best I've ever seen anywhere
Reduce	McHenry County taxes so I can retire in Illinois in my house.
Road co	instruction needs to be expedited, Massive delays occur during Rush Hour 45 milos speed limits not enorced.
Sate cor	mmunity to live in
STOP SI	GNS ON YOUR LAWN IS CONSIDERED YARD ART?? BULLSHIT.
Taxes to	oo high. No way anyone could retire here and it's sad that I'll have to move for that reason.
The isn't	t much for seniors to do in Lake in the Hills. THankful we live in a community that has its own activities.
	c of police presence on the roads. Cars and trucks are constantly speeding in the old section of the village. I can't remember the last time I saw a car stopped. Also life guards need to be back at the be ces enforced.
The parl	king on streets is becoming a safety issue. Cars on both sides of the street leaving only a small lane in the center. It makes passage difficult and a danger to children on the weekend.
	es here are outrageous! Every time someone improves their property, someone comes in and jacks up their assessment! Also, the village needs to bring in a better corporate and business tax base. Ho 't be required to foot the entire bill for village operations. Whomever is in charge of community development shouldn't have a job.
Think at	bout cleaning up businesses on Algonquin Rd. east of Pyott. Horrible sight with those junk cars and not kept up businesses. Randall is not the only important street.
- Miller 8	ight timing need adjustment: TIMING & Randall = MILLER WAY TOO SHORT quin Road & Crystal Lake Rd. = Left off of Algonquin onto Crystal Lake Rd. WAY too short.
Try to m	nind my business cause no problems live life
Try to pr	romote being better citizens to improve quality of life in LITH. Like follow laws, be courteous to neighbors not rude & inconsiderate.
very har	ppy with the village of Lith Thank you.
Water is	s a big concern. Can not drink this water.
	quality is always a problem. We have to soften and filter the water. Sometimes the quality is very low when they put up signs indicating hydrants will be flushed but it doesn't seem to help as if they do but it doesn't seem to help as if they do but it doesn't seem to help as if they do
Water q	uality! It is awful. The Village received an "F" after testing the water through a water test. THis should be the #1 priority.
We are '	thinking of moving, only because now that we are older we want a larger lot, we would conside staying in the village because we have been very happy here. Keep up the great work!!
We are '	very happy to reside in Lake in the Hills. This community gives my children a good place for an excellent education and to raise my family.

We live in the village creek. We love it. However, the board of our HOA wants to raise our assessments by 58.8%!! We can't afford that and it will make resale value tremble. Is there anything you can do?

We only moved to LITH recently, so I do not feel We have enough experience to rate Items. However, so far, we are very happy here! We live near Sunset park and it provides so much leisure opportunities. Neighbors are nice, parkways are mowed,

We would love to see something unique happen with the old horse farm on Pyott road. Maybe half the property to build an indoor track for people to walk in the community during the winter, and/or some small shops like coffee, donut, or place to get lunch. The other half should be an outdoor park, or rope course would be a lot of fun.

We've enjoyed living here but our only consistent complaint (besides high taxes) is the lack of reciprocal park/swimming privileges w/ local towns (CL, Huntley, Algonquin, etc) similar to our ability to use their libraries. Coming from Chicago, we were initially shocked to have to pay high fees to to visit Crystal Lake or swim in Huntley, etc. The other "step down" from Chicago was the surprising lack of water fountains in local parks.

what is happening with the old Larsen farm land where the barn and house were torn down, That was a selling point for my property will our taxes be adjusted?

When is next election and how does one run for village board or president? Be transparent about how to run and get on the ballot.

When we moved here, we were 60102. Big move separating from Algonquin and it takes time to build a strong village. Efforts are good. More consistency would be better.

when will dredging be done?

Why did the assessor increase our taxes so much in one year?

Will we recieve feedback from filling this form.

would like to see with stop development of houses. I worry about it turning into Schaumburg where there is traffic everywhere. Rather see untouched land stay the way it is

would love to see A "LITH" Pool Lynn Dillow Park or sunset but sunset too busy - lakes on East Side Splash pad on Sunset. Lynn Dillow Has Tons of space for it!

### Do you have any other comments, questions, or concerns?

Yes have burnt car removed along with all garbage been 3 weeks put cement wall between Randall + Clayton Marsh why are we the only street with a raggety ass fence all other streets which need barrier get cement why not us

Yes, why the speed limit is 40 m. at Pyott Rd. S/B 40 all thru until Barbara Key Pk. (Not 50) This road is not attend by police on speed.



# **INFORMATIONAL MEMORANDUM**

**MEETING DATE:** November 10, 2020

**DEPARTMENT:** Administration

SUBJECT: Presentation from Ginger's (Liquor License & Video Gaming)

# EXECUTIVE SUMMARY

Attached please find information regarding a proposed Café. The owner, Gingers LITH LLC, will be seeking a Liquor License and Video Gaming License in order to open up Ginger's at 130 N. Lakewood #107. The standard for Ginger's is to operate an upscale premium 2,001 sq. ft. gaming café offering beer, wine, and a casual food menu including breakfast, appetizers, sandwich's and snacks & treats. They will present their plan for input from the Board.

The location is in the retail space inside Extra Space Storage. They have been unsuccessful trying to lease the space to a retail operation and would like to revisit using part of the space for gaming and the remainder for inside storage lockers. This concept was presented to the Board as an information item in November 2018 and found to be generally favorable.

A representative from Gingers LITH LLC will be in attendance at the November 10, 2020 Committee of the Whole meeting.

# FINANCIAL IMPACT

None.

# ATTACHMENTS

- 1. Presentation
- 2. Floor Plan

# SUGGESTED DIRECTION

Provide feedback on the business concept.



Dear Village President Ruzanski,

It was a pleasure speaking with you regarding our proposed usage for an upscale premium Gaming Cafe. I just wanted to reiterate that our group has come up with a unique concept that, we feel, would be very successful in your community. This Gaming Cafe will be comprised of five of the latest and most sophisticated Video Gaming Machines in a luxurious 3,000sf elegant and comfortable atmosphere, as we will illustrate in the following formal presentation.

We will be applying for a beer and wine, on premise, liquor license. Subsequent to liquor license approval, we will also be applying for a video gaming license. Ginger's will not only present a unique concept, but also the aesthetic and quality of work we intend to do will be shown through our style and well-designed craftsmanship. All drinks will either be canned or bottled with no fountain drinks. Our food orders will be made at the time of ordering. Hours of operation will follow the hours permitted by the liquor license.

Revenue drives: (We anticipate annual food and beverage revenue to be over 60% of our business)

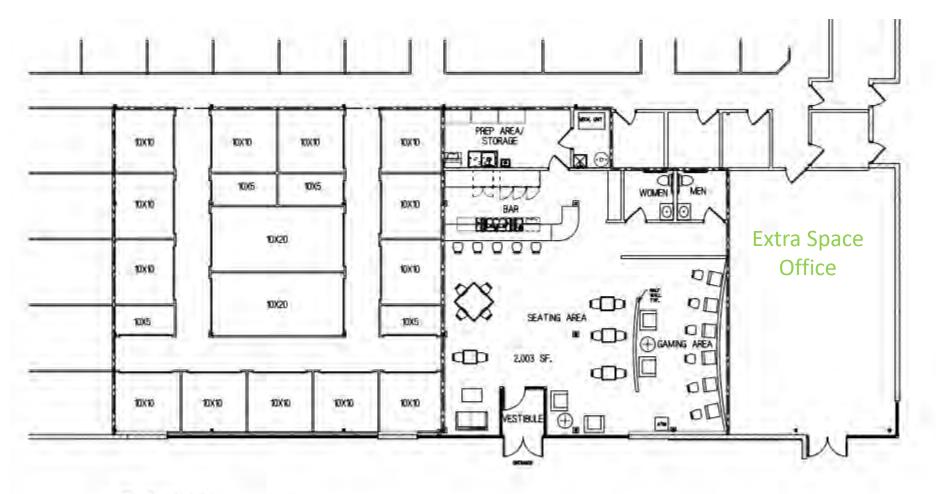
- -- Nostalgic & Signature Candies
- Popular Beer, Wine, and Prosecco

We currently have a signed letter of intent at the proposed location. We believe the classy, unique nature of our business, will do phenomenal in Lake in the Hills, and look forward to becoming a part of the business community. We appreciate your time and consideration.

Gingers LITH LLC Amanda Piatek 162 W Grand Ave #300 Chicago, IL 60654 4,467 SF Commercial Space has remained vacant since 2018 despite diligent marketing efforts beginning 2017

Approved in 2018 by Lake in the Hills Village Trustees for 3,000 SF for a Gaming Cafe of the 4,467 SF of Commercial Space

Fall 2020 – We request for 2,001 SF layout for Gingers for Six Machines as allowed by IL Gaming Commission with remaining space 2,466 SF to convert to indoor climate self storage Revised Layout for Ginger's and Self Storage 2,001 SF Ginger's and 2,466 SF Self Storage Expansion

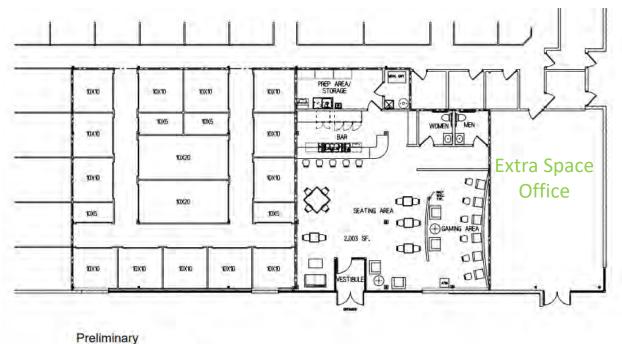


Preliminary Floor Plan

# The mission for Ginger's remains the same...but at a smaller footprint and is a reality in Lake County IL – opened 2020

The Design team at Contrast Design Group took inspiration from the botanical leaf of "ginger" as the starting point for the interior at "Gingers" Its natural sweeping shape and multi tonal leaf is the inspiration for the form, function and coloration of the New "Gingers" Gaming Parlor".

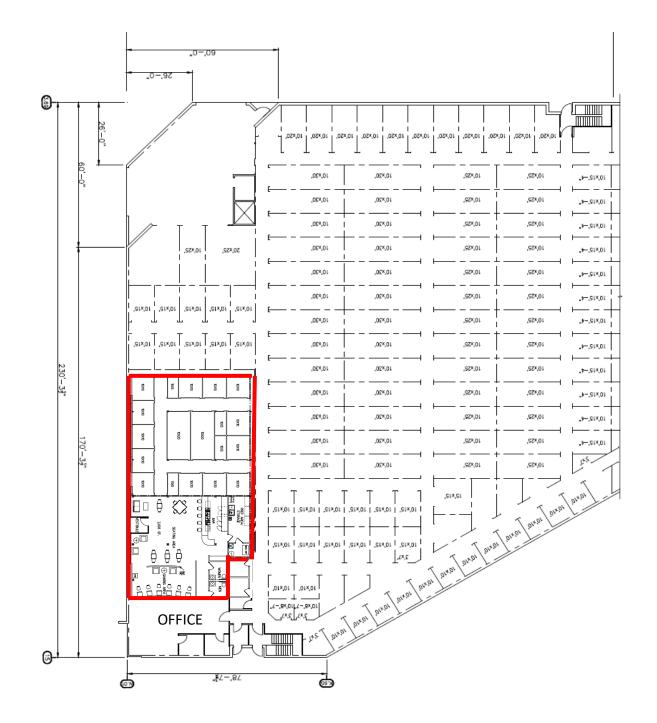
We used the natural arch of the leaf as inspiration for the ceiling soffit detail and repeated that same form in a number of the finishes, fabrics and architectural elements that we used throughout the space. This natural "rhythm" will create an unspoken harmonious interior that will comfort our guest time and time again.

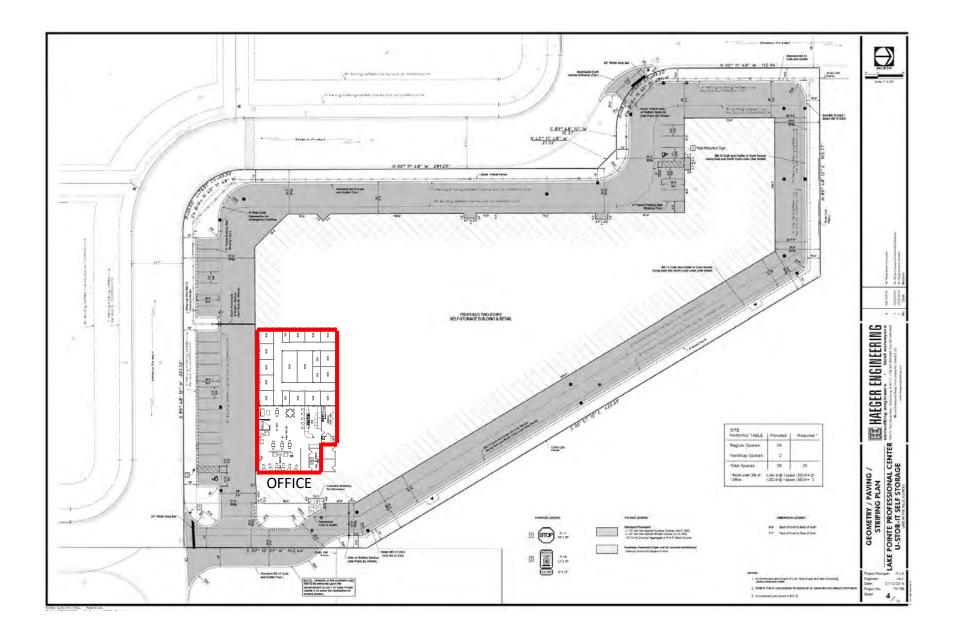




Floor Plan Scale: 1/8"=11-0"

2,001 SF Ginger's and 2,466 SF Self Storage Expansion - 105,672 SF Total Gross Area





# LAKE IN THE HILLS + GAMING CAFE



Breakfast Snacks & Treats

**BREAKFAST SANDWHICH** Bacon, Egg and Cheese Sandwich, Sausage, Egg and Cheese Sandwich Oatmeal Muffins

Appetizers & Sandwich's

SANDWICHES Chicken Caprese Philly Cheese Steak Southwestern Style Chicken Egg Roll

### **APPETIZERS**

Mini Potato Skins (Potato Boats) Chicken Quesadillas Stromboli (variety) Deli Spirals (variety packs: tomato provolone, turkey bacon ranch) Personal Pizza's (Cheese or Pepperoni) Flatbread Bread Bullets (bite sized pieces of seasoned bread served with red sauce)



**Chocolate Chip Cookies** Candy: Swedish Fish, Licorice, Chocolate Favorites Fun Size Potato Chips Pretzels Mixed Nuts Power and Energy Bars Granola Snack Bars Ice Cream Sandwiches Nestle Drumstrick Krispy Kreme Donuts

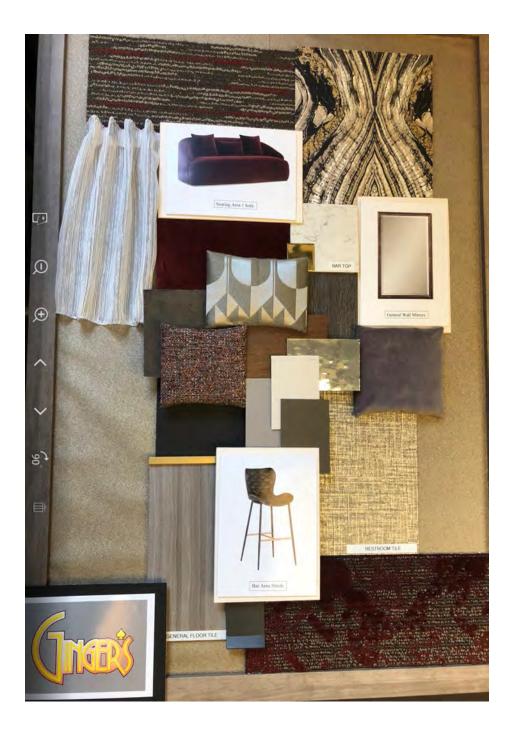
Berrages ALCOHOL

Miller Lite **Bud Light** Heineken Wine Prosecco

### NON ALCOHOL

Bottled Water Coke, Diet Coke, Mountain Dew, Dr Pepper, Ginger Ale, Root Beer, Sprite, Orange Soda, Grape Soda Iced Tea Lemonade Coffee





# **GINGER'S DESIGN BOARD**

Brought to you by:





http://www.contrastdesigngroup.com





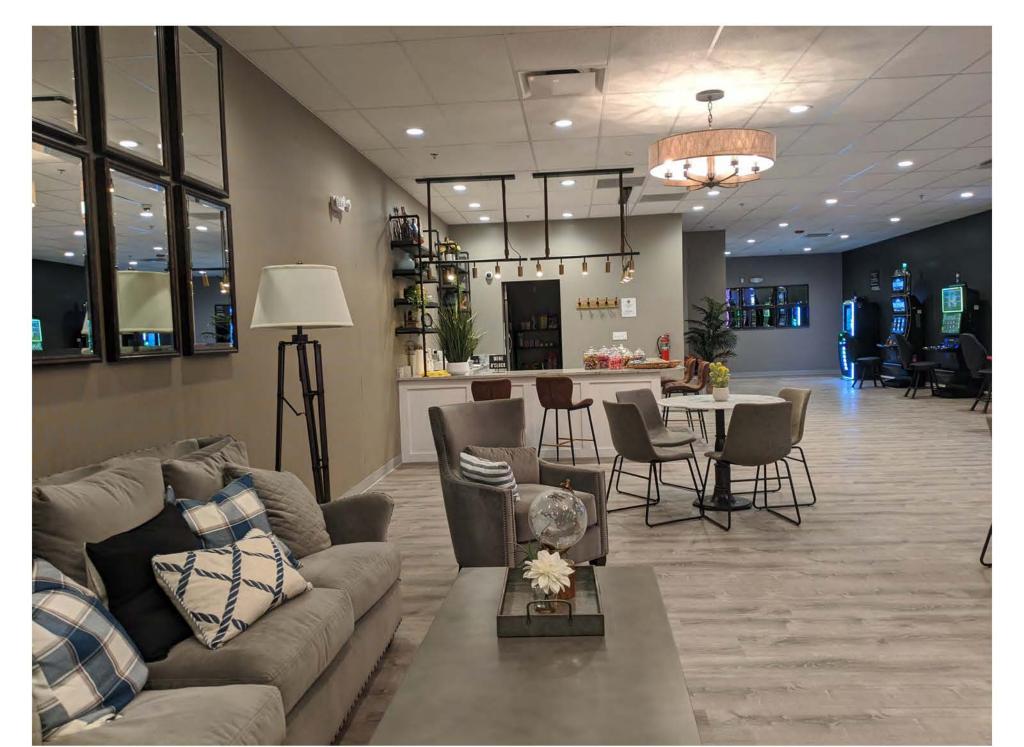


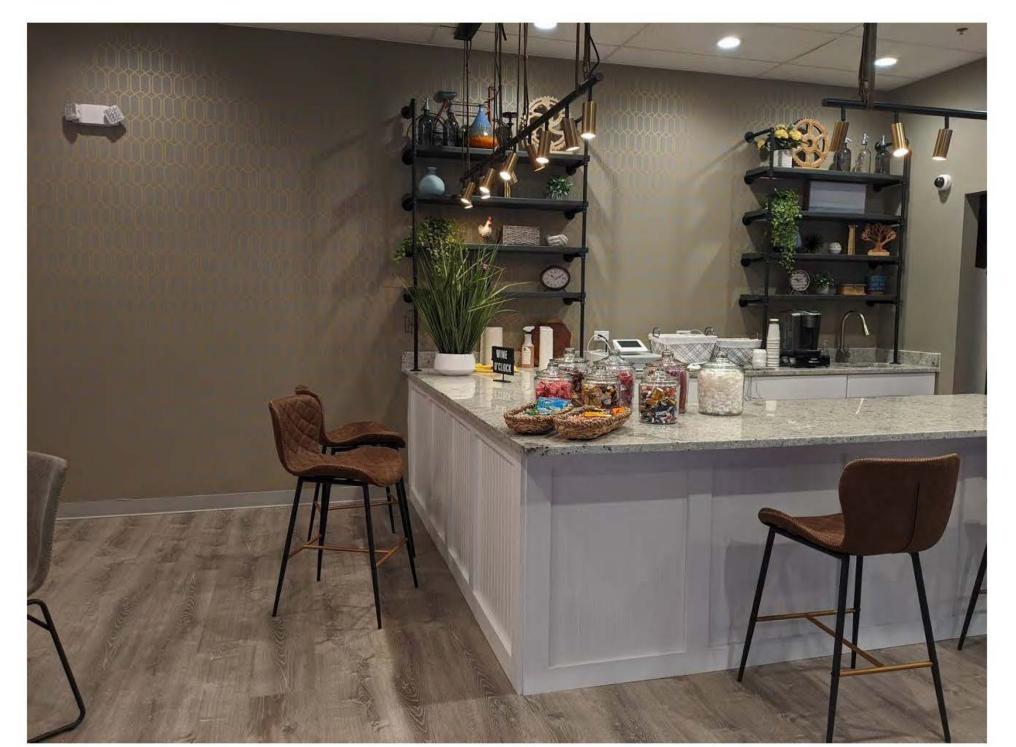
# **Royal V.I.P. Comfort**



- The NOVOSTAR<sup>®</sup> V.I.P. Royal 2.65 takes the Very Important Player Experience to the top! The huge 65" upright screen is the perfect display for games without limits and entertainment in great style.
- ✤ 65" upright full HD LED screen
- 27" full HD LED touchscreen on the cabinet
- Ergonomic design
- Highly comfortable Crown V.I.P.chair including:
  - -integrated satellite speakers in the head rest
  - -Start/Take Win and bet setting buttons plus
    - volume control in the arm rest
- Extra start button built into foot rest
- Various button panel layouts available















# Retail Apocalypse Continues - Fall 2020

HOME > RETAIL

# More than 7,500 stores are closing in 2020 as the retail apocalypse drags on. Here's the full list.

Hayley Peterson Aug 17, 2020, 3:43 PM

Hayley Peterson Aug 17, 2020, 3:43 PM



Source – Business Insider - https://www.businessinsider.com/stores-closing-in-2020-list-2020-1#ascena-retail-group-1100-stores-1

€ ....

Retailers are closing thousands of stores in 2020. Seph Lawless

# Retail Apocalypse Continues - Fall 2020

EDITORS' PICK | 135,717 views | Jul 6, 2020, 07:10am EDT

# More Than 14,000 Stores Are Closing In 2020 So Far—A Number That Will Surely Rise





A Pier 1 Imports store in February 2020. (AP Photo/Julie Jacobson) Associated PRESS

Correction: This list was last updated at 5.30 pm on September 12, 2020 to change the number of store closures so far in 2020 to 14,020 stores.

The figure is most certainly going to rise by the end of the year and has surpassed 2019 levels when 9,879 stores closed their doors. In 2018, 5,700 stores closed, and in 2017, 8,000 stores were shuttered.

*Source - Forbes - https://www.forbes.com/sites/walterloeb/2020/07/06/9274-stores-are-closing-in-2020--its-the-pandemic-and-high-debt--more-will-close/#156429c9729f* 

# Counter to Retail – Self Storage continues to thrive - *Self Storage Drivers*

# Cost of ownership

- And in its "2019 Rental Affordability Report," ATTOM took a look at properties all over the country, discovering <u>a three-bedroom rental to be less expensive than buying a median-priced home</u> in 442 of the 755 counties it analyzed. It's almost always a given that apartments don't have a lot of space. <u>Therefore, apartment dwellers will typically need extra storage and will continue to make up for a large percentage of self-storage customers.</u>

# High Divorce Rate

- It's a terribly sad statistic, but somewhere between 30 to 40 percent of all marriages end in divorce. When a family splits, someone has to move. That someone usually ends up in an apartment. This change tends to create the need for storage. **So, as long as divorce rates remain high, storage owners will find their product in demand.** 

# Millennials love apartments

- Many don't want to make a major purchase like a home because they realize they will likely be moving a number of times before they find a job they like and settle down in one location. This is suggested by the high churn rate of recent graduates and new studies showing millennials are willing to move make higher salaries. But that's not the only reason millennials love apartments. They are also much more likely to spend money buying toys, such as surfboards, ATVs, jet skis, boats, and so on—<u>all items they need to store!</u>

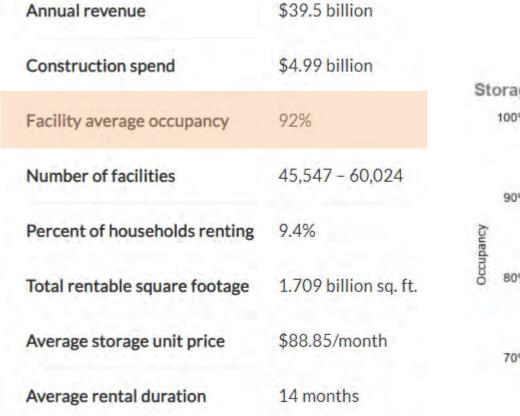
# Deaths

- As the baby boomer populations ages, the death rate will continue to climb. With this, there is a constant need for storage space. Short-term rentals can turn into years as family members with strong emotional ties to a loved one's stuff continue to rent if only to avoid the painful process of deciding what to keep and what to throw away. **So, as long as it is coded into our DNA to avoid pain, storage units will be in demand.** 

# Transition

- The new normal during Covid-19 and as always, storage is a business of life transitions. Often, the change our tenants are going through isn't wanted. Now, through no fault of their own, people are finding themselves unemployed and relocating for employment and in need of **storage units.** 

# Counter to Retail – Self Storage continues to thrive - Self Storage Industry Snapshot – 2019 – 92% Occupancy



Storage Unit Occupancy by Year



# Lake in the Hills – Extra Space continues to perform - *Despite the retail apocalypse*



# Lake in the Hills – Extra Space continues to perform - *Outlots owned by Plote Properties remain unsold*

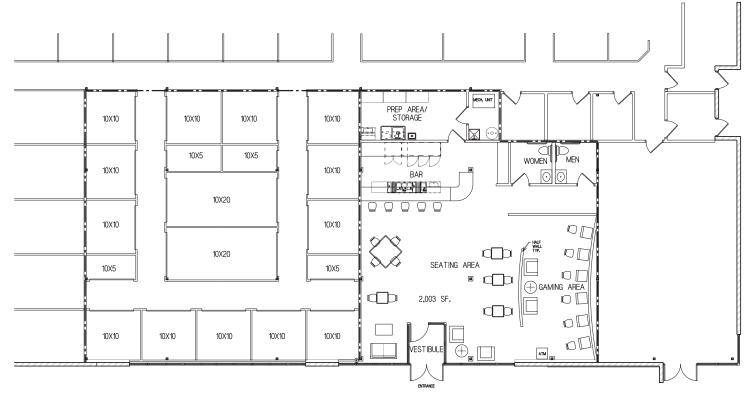




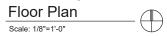


For storage expansion side ownership will maintain the retail glass and blackout visibility from the inside









REVISIONS MAY 22, 2018 MAY 22, 2018	5, 2018
PROPOSED TENANT BUILD-OUT	LOCATION 130 N. LAKEWOOD ROAD LAKE IN THE HILLS, ILLINOIS
Reitan Architects, LLC.	1325 Wiley Road - Suite 166 - Schaumburg, Illinois 60173 PH, 847-519-1227 - FAX 847-519-0347 Assumed Name No. 184-004083
SHEET PRELIN FLOOP SHEET	Name MINARY ? PLAN



## **INFORMATIONAL MEMORANDUM**

**MEETING DATE:** November 10, 2020

**DEPARTMENT:** Administration

SUBJECT: Proposal for Buy Local Incentive Program

#### EXECUTIVE SUMMARY

In an effort to support Village residents and businesses as they work their way through the increased impacts of the COVID-19 pandemic and its lingering economic impacts, a proposed buy local incentive concept is presented for your consideration. With the transition to Tier 1 restrictions local food service establishments are restricted from indoor food service. Many residents are concerned for the health and welfare of themselves and their families and are limiting their time in public.

On a suggestion by Trustee Bogdanowski, staff has developed a concept to assist residents in helping generate economic activity for local businesses. Under this plan, anyone with a water service account can earn a \$40 credit for spending \$80 at a business within the Village. The credit would be earned by providing copies of receipts from purchases from businesses within the Village. The purchases could be made from more than one business and the Village would provide a 50% credit to their water billing account up to a maximum of \$40.

If everyone participated, the program would generate \$763,200 of sales and cost the Village \$381,600. Staff currently estimates that this year's General Fund budget will result in a \$414,000 surplus instead of the budgeted \$194,000 deficit. This surplus could be used to cover the expenses for the program.

#### FINANCIAL IMPACT

The proposal would allow for a credit of \$40.00 to each of the Village's 9,540 water billing accounts. The total expense would be \$381,600.00. The General Fund would reimburse the Water Operations and Maintenance the value of all credits earned.

#### ATTACHMENTS

None.

#### SUGGESTED DIRECTION

Provide feedback on the proposed buy local incentive concept.

## **REQUEST FOR BOARD ACTION**



**MEETING DATE:** November 10, 2020

**DEPARTMENT:** Community Development

SUBJECT: Request to reduce tap-in fees - Lakes of Boulder Ridge Development

#### EXECUTIVE SUMMARY

Plote Homes, LLC is requesting consideration to receive a tap-in fee discount for the six remaining duplex units to be constructed in their Lakes of Boulder Ridge development. Specifically for the Board's consideration, is to allow for a fee discount for the final six duplex units to be built, of \$1,000.00 per unit in water tap-in fees, resulting in a total discount of \$6,000 for the development. Plote states their request for relief is based on the current economic, political, and medical climate which in turn has caused an exponential increase in building material costs.

#### FINANCIAL IMPACT

\$4,000 reduction in revenue for the Fiscal Year 2020 Water Fund, and \$2,000 reduction in revenue for the Fiscal Year 2021 Water Fund. The reductions will only impact fund reserves and will not have any operational impact.

#### ATTACHMENTS

- 1. Letter of Request
- 2. Ordinance
- 3. Plats of Survey

#### **RECOMMENDED MOTION**

Motion to approve an Ordinance to allow a reduction of \$1,000.00 per unit in water tap-in fees, for six units in total, yet to be built in the Lakes of Boulder Ridge Development, on Lot 49, Lot 50, and Lot 121.



1141 East Main Street East Dundee, Ill. 60118 (847) 854-3005 Fax (847) 428-1062

November 3, 2020

VIA EMAIL - fmullard@LITH.org

Mr. Fred Mullard, Village Administrator Village of Lake in the Hills 600 Harvest Gate Lake in the Hills, IL 60156

RE: Lakes of Boulder Ridge Permit Fee Reduction Request

Dear Fred:

It was a pleasure speaking with you the other day and hope that everyone is staying safe and healthy.

As we discussed, Plote Homes, LLC currently has six duplex units remaining in the Lakes of Boulder Ridge. On average, we pay in excess of \$20,000.00 in building permit fees per single family and duplex unit (not including an additional +/-\$10,000 for sanitary, fire and school fees) and in turn, these costs are figured into our base sales prices that are charged to our buyers. These fees are much higher than our Cliffs of Fontana neighborhood where our building permit fees were between \$5,000 - \$6,000 per single family unit for the same product that we offer in the Lakes of Boulder Ridge.

Due to the current economic, political and medical climate that we are in, a majority of the material used in homebuilding has been available in limited quantities and/or backordered due to COVID closures, looting/riots, etc. These materials have also exponentially increased in price which in turn affects pricing to our buyers – lumber costs have risen 33% in the past six months just due to mills closing down due to COVID restrictions.

Plote Homes is asking the Village to review our building permit fees and respectfully request some relief from the Village for the remaining duplex lots within the Lakes of Boulder Ridge.

We appreciate any relief that we can obtain from the Village on our permit fees and thank you in advance for the Village's consideration.

Sincerely,

PLOTE HOMES, LLC

Ryan T. Trottier Chief Operating Officer

RTT/kal

Cc: Ann Marie Hess, Village of Lake in the Hills Randy Imhoff, Plote Homes, LLC Kimberly Lang, Plote Homes, LLC

Neighborhood Lot Plan Permit Date	COF 61 Augusta 08/15/2018		COF 51 Augusta 2/14/2018
Building Fee	\$	2,530.00	\$ 2,837.00
Zoning Fee	\$	145.00	\$ 145.00
Electric Fee	\$	390.00	\$ 480.00
Plumbing Fee	\$	403.00	\$ 438.00
HVAC Fee	\$	453.00	\$ 538.00
Outside Water & Sewer	\$	100.00	\$ 100.00
Raze Fee	\$	-	\$ -
WI Seal Fee	\$	35.00	\$ 35.00
Road Bond	\$	-	\$ -
Administrative Fee	\$	100.00	\$ 100.00
Sewer Connection	\$	1,500.00	\$ 800.00
Total Permit Fees:	\$	5,656.00	\$ 5,473.00

Neighborhood Lot	I	LOBR SF 203		LOBR SF 207	
Plan	Augusta		Augusta		
Permit Date	0	6/17/2019	0	6/17/2019	
Driveway Permit Fee	\$	32.00	\$	32.00	
Maintenance Building Fee*	\$	338.06	\$	338.06	
Park Impact Fee*	\$	5,389.80	\$	5,389.80	
Residential Permit Fee	\$	1,725.96	\$	1,725.96	
Electric	\$	659.94	\$	667.42	
HVAC	\$	659.94	\$	667.42	
Plumbing	\$	659.94	\$	667.42	
Final Occupancy Permit	\$	75.00	\$	75.00	
Construction Water Service	\$	25.00	\$	25.00	
Meter Charge	\$	680.00	\$	680.00	
Water Meter Inspection	\$	100.00	\$	100.00	
Water Connection (1")	\$	11,800.00	\$	11,800.00	
Site Development Permit	\$	250.00	\$	250.00	
VLITH Permit Fees	\$	22,395.64	\$	22,418.08	
Other Permit Fees	\$	10,721.19	\$	10,721.19	
Total Permit Fees:	\$	33,116.83	\$	33,139.27	

Sanitary Sewer Fee:	\$ 5,200.00
School Impact Fee*:	\$ 5,171.19
Fire Protection Fee:	\$ 350.00
Other Permit Fee Total:	\$ 10,721.19

\*Adjusts to CPI

#### VILLAGE OF LAKE IN THE HILLS

#### ORDINANCE NO. 2020 - \_\_\_\_

### An Ordinance reducing tap-in fees required by Chapters 45.22 and 45.31 for certain properties located in the Lakes of Boulder Ridge 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, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, Plote Construction, Inc., intends to complete construction of duplex residential homes in the Lakes of Boulder Ridge Subdivision and has requested a reduction of tapin fees in order to make development feasible; and

WHEREAS, in order to promote growth and new construction the Village has agreed to reduce the tap-in fees.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, Illinois, pursuant to its home rule authority, as follows:

SECTION 1: ONE-TIME REDUCTION IN THE AMOUNT OF \$1,000 PER UNIT. For each of the units identified as Lots 49, 50 and 121 in the Lakes of Boulder Ridge, six units total, and as further shown and legally described in Exhibit A, the tap-in fees required by Sections 45.22 and 45.31 of the Village Code are hereby reduced by \$1,000 per unit, to also be retroactively applied if any fees have been paid prior to the effective date of this Ordinance.

SECTION 2: In all other respects, the requirements of Chapter 45 of the Village Code, Potable Water, shall remain in full force and effect.

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 provisionally repealed to the extent of such conflict.

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

Passed this 10 day of November 2020 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger				
Trustee Ray Bogdanowski				
Trustee Bob Huckins		. <u> </u>		
Trustee Bill Dustin				
Trustee Suzette Bojarski				
Trustee Diane Murphy				
President Russ Ruzanski				

#### APPROVED THIS 10TH DAY OF NOVEMBER, 2020

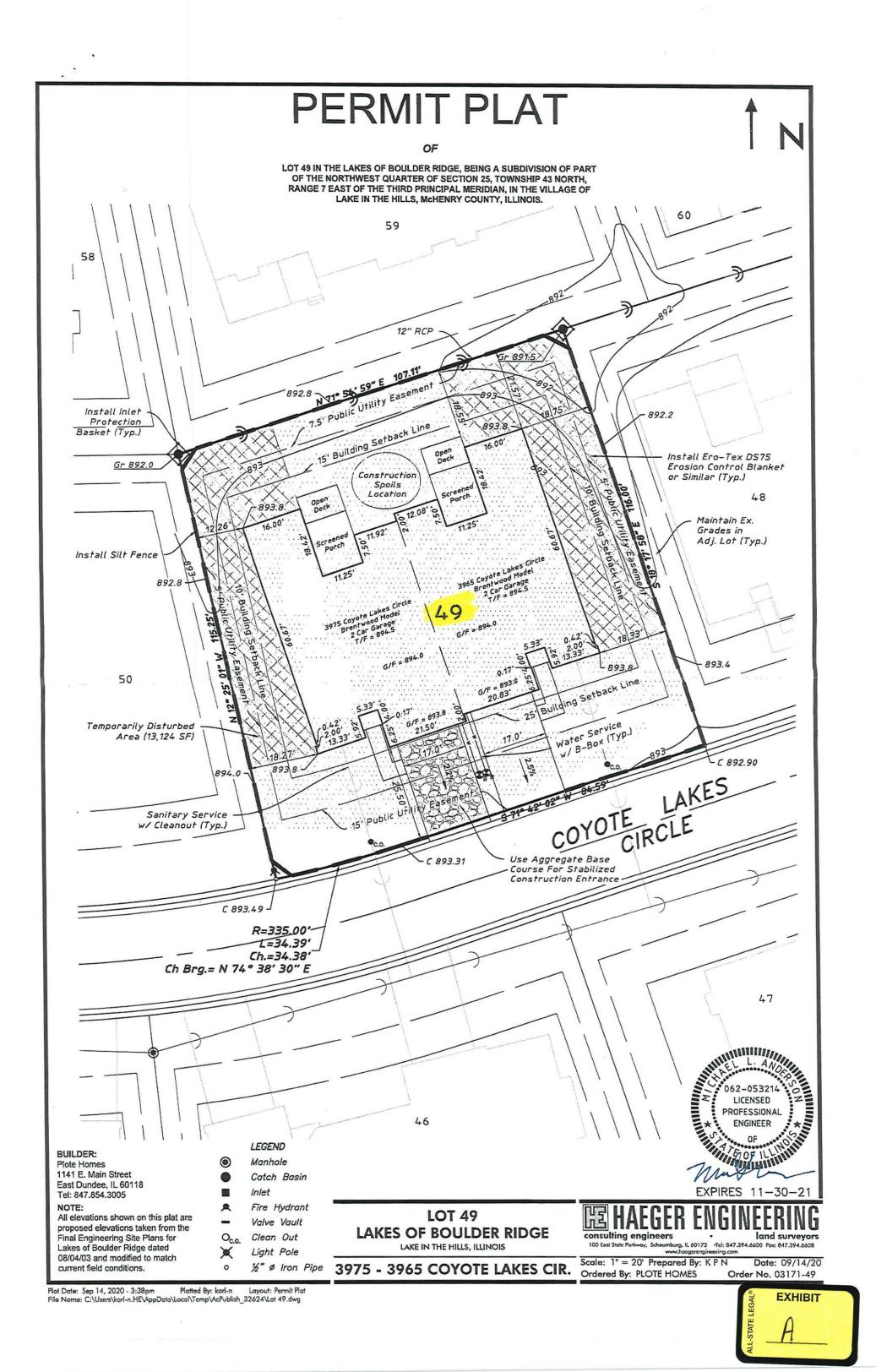
Village President, Russ Ruzanski

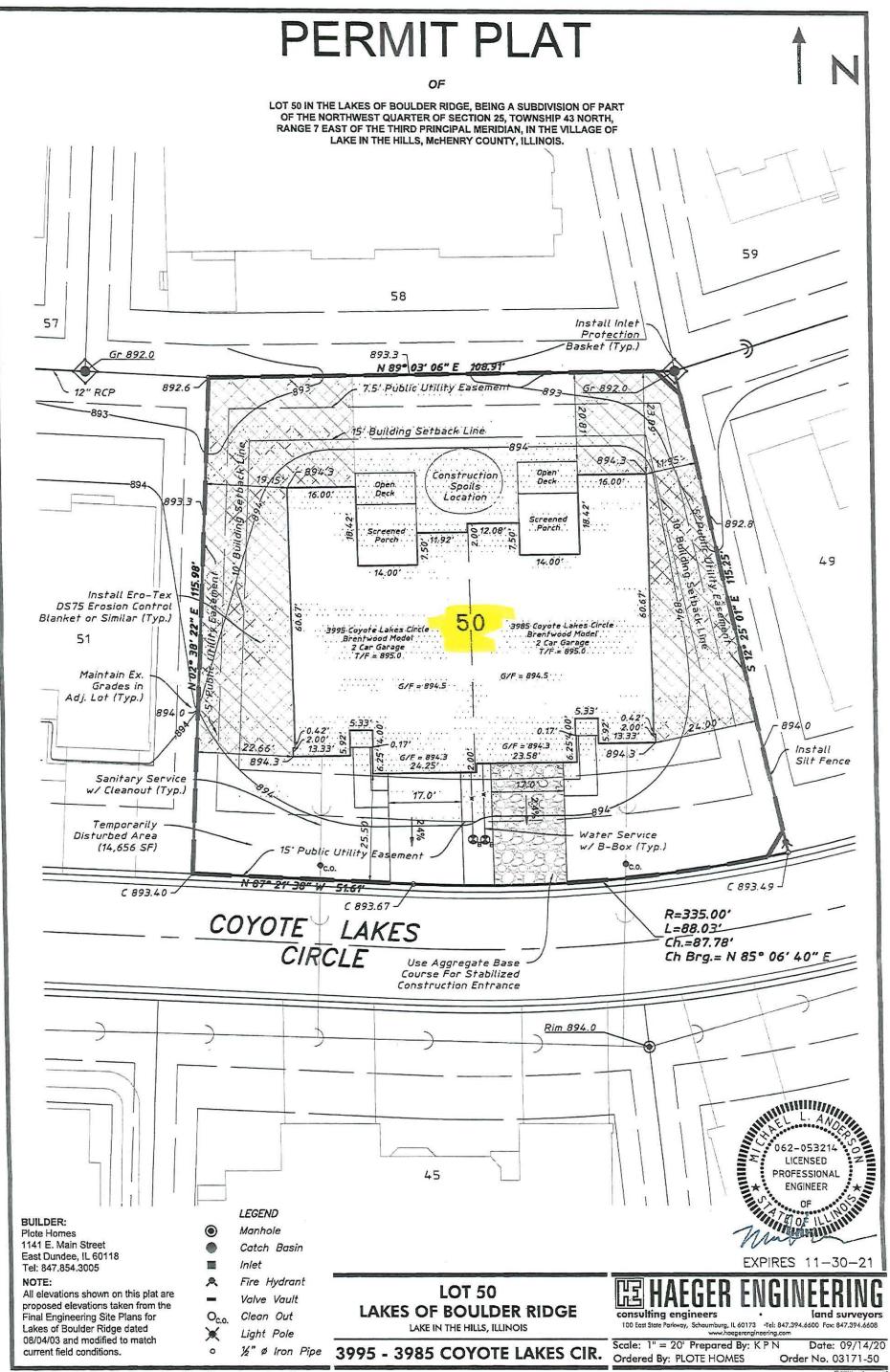
(SEAL)

ATTEST:

Village Clerk, Cecilia Carman

Published:





Plot Date: Sep 14, 2020 - 3:41pm Plotted By: karl-n File Nama: P:\2003\03171\CAD\Lot Surveys\Lot 50.dwg

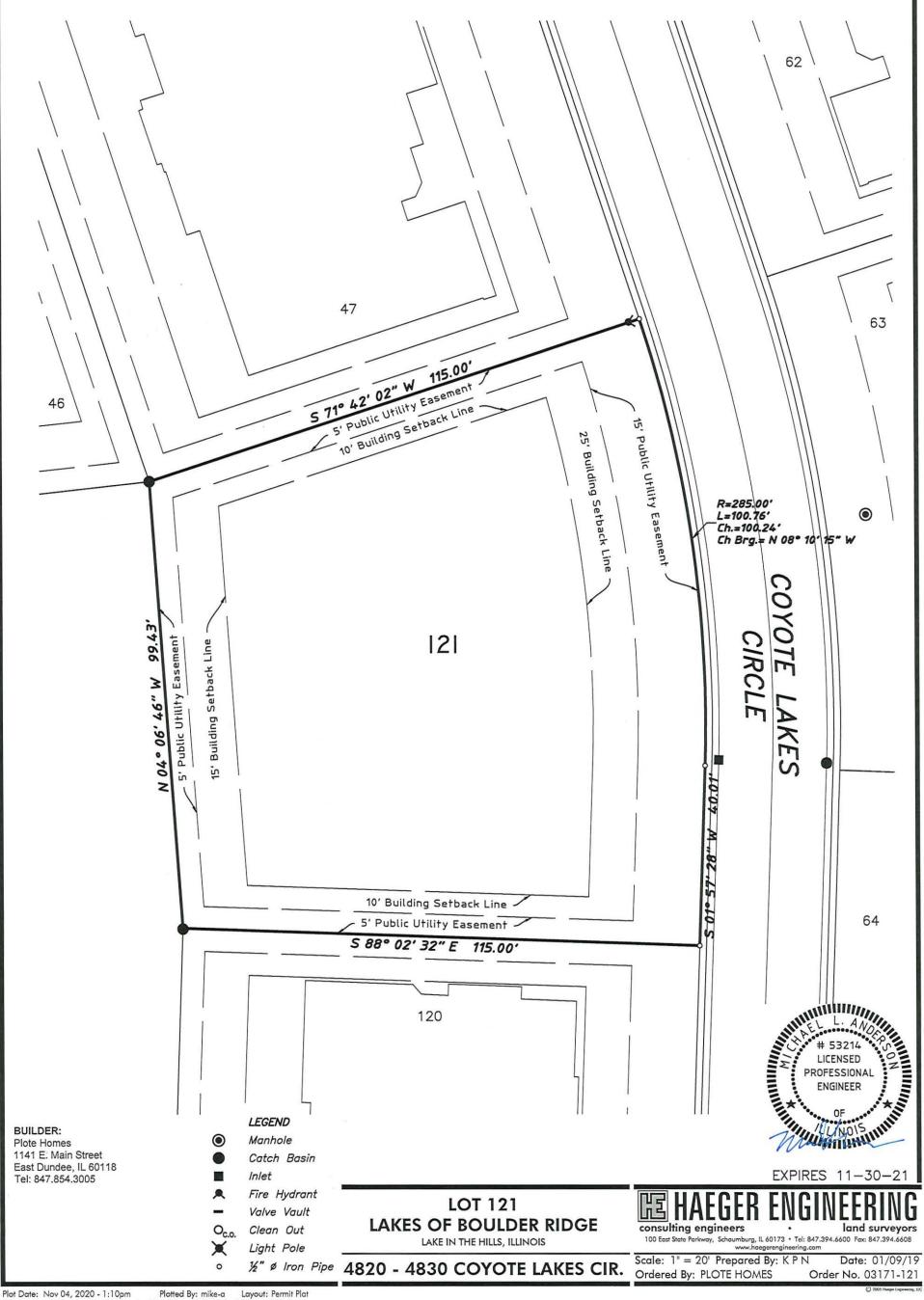
n Layout: Permit Plot

C 2003 House Engeneering, 110

## LOT EXHIBIT

OF

LOT 121 IN THE LAKES OF BOULDER RIDGE, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 2003 AS DOCUMENT NO. 2003R0129604, AND AS AMENDED BY CERTIFICATES OF CORRECTION RECORDED APRIL 7, 2004 AS DOCUMENT NO. 2004R0028347, RECORDED JUNE 22, 2004 AS DOCUMENT NO. 2004R0056804 AND RECORDED APRIL 15 2005 AS DOCUMENT NO. 2005R0028807, MCHENRY COUNTY, ILLINOIS.



File Name: C:\Users\mike-a.HE\appdata\local\temp\AcPublish\_6060\Lot 121.dwg



## **REQUEST FOR BOARD ACTION**

MEETING DATE: November 10, 2020

**DEPARTMENT:** Finance

**SUBJECT:** Agreement – Sikich – Audit Services for fiscal year ending December 31, 2020

#### EXECUTIVE SUMMARY

The Village issued a Request for Proposal (RFP) in 2017 for Professional Audit Services, which was awarded to Sikich for FY 2017 with four optional years of FY 2018 through FY 2021. The professional audit services provided for the 2020 Fiscal Year will be the fourth year of the agreement. A copy of the engagement letter is attached for your review. As a result of CURE Act, an OMB A-133 single audit will be required for 2020, therefore this amount is included in the proposed 2021 annual budget.

#### FINANCIAL IMPACT

The total fee for services will not exceed \$31,990. <u>However, the amount that will be included in the FY 21</u> <u>budget will be \$30,350,</u> which is \$24,780 for the financial audit of the Village and \$1,640 (50% of \$3,280 total fee) for the Police Pension Fund's audit report that is split between the Village and the Police Pension Fund. The remaining fee of \$3,930 is for the single audit report, which will be required for the audit of FY 20.

#### ATTACHMENTS

1. Agreement/Engagement Letter with Sikich for FY 20 Audit Services

#### **RECOMMENDED MOTION**

Waive competitive bidding and approve the fourth year Agreement to Provide Professional Audit Services for the Fiscal Year Ending December 31, 2020 with Sikich for a total cost not to exceed \$31,990.



October 28, 2020

Mr. Wayde Frerichs Interim Finance Director Village of Lake in the Hills 600 Harvest Gate Lake in the Hills, IL 60156

Dear Wayde:

This engagement letter (the "Agreement"), effective as of October 28, 2020, between Sikich LLP, an Illinois limited liability partnership, ("Sikich," "we," "us" or "our") and Village of Lake in the Hills (the "Client," "you" or "your") sets forth the mutual agreements of the parties regarding the audit of the Client's basic financial statements for the year ended December 31, 2020 (the "Services").

The Services will include an audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information and the related notes to the financial statements, which collectively comprise the basic financial statements of the Client as of and for the year ended December 31, 2020.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our Services, we will apply certain limited procedures to the Client's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1. Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual, for the General Fund and any major special revenue funds.
- 2. Schedule of Changes in the Employer's Total OPEB Liability and Related Ratios.
- 3. Schedule of Employer Contributions and Schedule of Changes in the Employer's Net Pension Liability and Related Ratios for the Illinois Municipal Retirement Fund and Police Pension Plan.
- 4. Notes to Required Supplementary Information.

Village of Lake in the Hills October 28, 2020 Page 2

We have also been engaged to report on supplementary information other than RSI that accompanies the Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1. Schedule of Expenditures of Federal Awards (if applicable)
- 2. The Combining and Individual Fund Financial Statements and Schedules
- 3. Consolidated Year End Financial Report (if applicable)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information.

- 1. Introductory Section
- 2. Statistical Section

#### AUDIT OBJECTIVE

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. If required, the objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements.

If required, the *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the Client's internal control or on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

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Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and if required, the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the Agreement.

#### **AUDIT PROCEDURES - GENERAL**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and, if required, Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that do not have a direct come to our attention. If required, we will include such matters in the reports required for a Single Audit.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal awards programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **AUDIT PROCEDURES - INTERNAL CONTROL**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and if required, Government Auditing Standards and the Uniform Guidance.

#### AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Client's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures, if required, will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Client's major programs. The purpose of these procedures will be to express an opinion on the Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **OTHER SERVICES**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Client in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These and other nonaudit Services provided do not constitute an audit under *Government Auditing Standards* and such Services will not be conducted in accordance with *Government Auditing Standards*.

Other nonaudit Services expected to be performed during our audit of the financial statements as of and for the year ended December 31, 2020 and other deliverables are as follows:

- 1. Prepare fifteen (15) hard copies and one (1) electronic copy (.pdf) of the comprehensive annual financial report (CAFR) of the Village (report covers, binders, dividers, introductory section, Management's Discussion and Analysis, and certain statistical section information to be provided by the Village).
- 2. Prepare fifteen (15) hard copies and one (1) electronic copy (.pdf) of the management letter.
- Prepare fifteen (15) hard copies and one (1) electronic copy (.pdf) of a separate Single Audit Report (if required).
- 4. Prepare five (5) hard copies, one (1) electronic copy (.pdf), and electronic filing of the Illinois Comptroller Annual Financial Report
- 5. Prepare fifteen (15) hard copies and one (1) electronic copy (.pdf) of a separate audit report for the Police Pension fund.
- 6. Assist the Village in submitting its comprehensive annual financial report (CAFR) to the Certificate of Acheivement for Excellence in Financial Reporting Program, including preparation of the GFOA Certificate Responses and review application materials.

#### MANAGEMENT RESPONSIBILITIES

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over compliance and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met, following laws and regulations, and ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for ensuring that management and financial information is reliable and properly reported. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements and grants. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance, if required. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objective section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report and for the timing and format for providing that information. Village of Lake in the Hills October 28, 2020 Page 7

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes and any other non-audit Services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and related notes and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit Services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those Services; and accept responsibility for them.

#### **ENGAGEMENT ADMINISTRATION, FEES AND OTHER**

In accordance with professional standards, any discussions during the period of the Agreement between any individual representing the Client and a member of the Sikich engagement team regarding potential employment or association with the Client creates an impairment of independence for the Sikich employee and possibly Sikich. Such a situation could require us to temporarily or permanently remove that person from your engagement or to perform additional procedures or re-perform procedures, which would increase our fees. Should we not become aware of the impairment until after the conclusion of the provision of Services, Sikich's independence would be deemed to have been impaired. Please inform appropriate Client personnel to refrain from any such discussions with any Sikich staff while the engagement is ongoing and notify James R. Savio immediately if you or anyone else at the Client becomes aware that any such discussions may have occurred.

Client hereby explicitly acknowledges and consents to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data of the Client, and agrees that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. Client further agrees that, subject to applicable law, Sikich shall only be liable for such unauthorized disclosure or use if it has been finally judicially determined by a court of competent jurisdiction that Sikich did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Client from unauthorized disclosure or use.

The assistance to be supplied by Client personnel is described in the workpaper request lists for preliminary (interim) and final fieldwork, which outline the specific schedules and information we are requesting for this Agreement. The workpaper request list will be discussed with and coordinated with Wayde Frerichs, Interim Finance Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report. This Agreement assumes that all records, documentation and information we requested in connection with our audit (and outlined in the workpaper request lists) are complete and available at the beginning of the respective phases of the engagement. It also assumes that key personnel are available to us during the duration of the audit. The accuracy of these assumptions will allow us to conduct our audit without any delays or inefficiencies for the fee noted in this Agreement. If the assumptions are not accurate and you fail to provide the records, documentation, information and key personnel required, there may be additional fees to cover our cost for the delays and possible rescheduling of the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We understand that your employees will prepare all cash, accounts receivable and other confirmations we request and will locate any documents selected by us for testing.

You may request that we perform additional services not contemplated by this Agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this Agreement. Notwithstanding the foregoing, this Agreement will not include any services related to the Affordable Care Act or consideration of taxable fringe benefits including those impacted by Affordable Care Act; in all circumstances, services related to the Affordable Care Act and other taxable fringe benefit reporting will be the subject of a separate engagement letter and will be billable under a separate hourly rate structure than the Services provided hereunder.

At the conclusion of the engagement, if required, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Client; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our report are to be made available for public inspection.

The audit documentation for this Agreement is the property of Sikich and constitutes confidential information. However, subject to applicable laws and regulations, audit and examination documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Sikich personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry (other than that mentioned in the previous paragraph) or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request.

The audit documentation for this Agreement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant or oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Sikich does not keep any original client records so we will return those to you at the completion of the Services rendered under this Agreement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

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Final reports will be issued upon your approval of the preliminary drafts. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. James R. Savio is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services are \$24,780 for the financial statement audit, \$3,280 for the police pension report, and \$3,930 for the single audit (if required) and will be based upon our standard hourly rates in effect during the performance of our work. In accordance with Illinois Compiled Statutes, payments for all Services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually).

We reserve the right to suspend or terminate Services for reasonable cause, such as failure to pay our invoices on a timely basis or failure to provide the information or cooperation necessary for successful performance of the Services. Our Services will be deemed to be completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

You hereby agree to indemnify and hold harmless Sikich and its partners, directors, employees, agents or subcontractors against all costs, expenses, losses, judgments, damages and liabilities (including reasonable attorneys' fees and expenses) associated with any third party claim, threat or proceeding relating to the performance of the Services by Sikich under this Agreement, other than as determined through mediation to have been caused by our own gross negligence or willful misconduct.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the Services will be limited to the total amount of fees we receive from you under this Agreement for the Services provided under this Agreement giving rise to the liability, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to any and all liability or cause of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards. Additionally, our liability as auditors shall be limited to the period covered by our audit and shall not extend to later periods for which we are not engaged as auditors or prior periods before we were engaged as auditors. In no event will Sikich be liable to you or any third party, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this Agreement for the Services provided under this Agreement giving rise to the liability, or for any special, consequential, exemplary, incidental indirect, lost profit, punitive or similar damages of any kind.

No (i) direct or indirect holder of any equity interests or securities of Sikich, (ii) affiliate of Sikich, or (iii) director, officer, employee, representative, or agent of Sikich, or of an affiliate of Sikich or of any such direct or indirect holder of any equity interests or securities of Sikich (collectively, the "*Sikich Affiliates*") shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the transactions contemplated hereby, and Client waives and releases all claims against such Sikich Affiliates related to any such liability or obligation.

If any dispute, controversy or claim arises in connection with the performance or breach of the Agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their commercially reasonable best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy. Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be

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admissible in any subsequent litigation or proceeding against the disclosing party. Except as agreed by both parties in writing, the mediator will keep confidential all information disclosed during negotiations. The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

#### ACCEPTANCE

You acknowledge having read this Agreement in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same and fully understand and agree to be bound by the terms of this Agreement.

Please indicate your understanding and acceptance of this Agreement and your intention to be legally bound hereby by executing this Agreement in the space provided below where indicated and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

James R. Sovie

By: James R. Savio, CPA, MAS Partner On behalf of Sikich LLP

Acknowledged:

Village of Lake in the Hills.

By:	 	
T:410.		
Title:	 	
Date:		



## **REQUEST FOR BOARD ACTION**

MEETING DATE: November 10, 2020

**DEPARTMENT:** Finance

**SUBJECT:** Resolution – Estimating the Amount of the Tax Levy for 2020

#### EXECUTIVE SUMMARY

Illinois compiled statutes requires that the corporate authorities of the Village pass a resolution estimating the amount of tax to be levied not less than 20 days prior to the adoption of the final levy which is scheduled to be presented at the December 8<sup>th</sup> Committee of the Whole Meeting with approval on the December 10<sup>th</sup> Board Meeting.

For the <u>11th consecutive year</u> 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 eleven years has been helpful and appreciated by our constituents.

The projected equalized assessed valuation (EAV) for 2020 is estimated to be \$764,380,389, which represents a 3.63% increase from the 2019 EAV of \$737,600,981. The projected EAV for 2020 is based on the McHenry County Assessor's estimated EAV report that was provided to the Village.

The estimated amount to be levied for corporate and special purpose property taxes for 2020 is \$5,481,747 which is a 0.0% change from the 2019 tax extension of \$5,481,747. The estimated tax rate is expected to decrease by (9.9%) from 0.743190 to 0.717149 due to the projected 3.63% increase in EAV. Each individual property owner's real estate tax bill will fluctuate based on the percentage change in EAV for each property compared to the percentage change for the entire Village. The proposed 2020 levy of \$5,481,747 can be summarized as follows:

\$ \$	1,674,610 1,634,382
	1,634,382
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\$	714,582
\$	544,880
\$	438,403
\$	270,000
\$	191,250
\$	13,640
\$	5,481,747
	\$ \$ \$

Debt Service Levies are separate from the Corporate Levy. The 2020 tax levies for debt service in the Water Fund for G.O. Bonds Series 2019 (SSA #51) in the amount of \$104,200 and in the Airport Fund for G.O. Bonds Series 2012 in the amount of \$67,700 are proposed to be abated entirely for a total of \$171,900.

Following is a justification for each of the levy amounts.

<u>Corporate Levy</u> – The \$1,674,610 proposed levy is based on a portion of the FY 20 General Fund budget and will cover a portion of the FY 21 budgeted expenditures in the General Fund that are not covered by one of the specific tax levies mentioned previously.

**Police Pension Levy** – The \$1,634,382 proposed levy is based on the most recent actuarial study of the Police Pension Fund and includes the Village's normal cost plus the amortization costs of the unfunded accrued liability based on the old method of entry age normal with a 100% funding target by the year 2033. Recent legislation allows for a lower current tax levy based on a 90% funding target by the year 2040 under the projected unit credit method, but that would result in higher long-term costs due to the increased interest component that would be factored in by deferring payments over a longer period of time.

<u>Social Security Levy</u> – The \$714,582 proposed levy is based on the FY 20 General Fund budget amount for FICA expenditures and will pay for a portion of the FY 21 General Fund FICA expenditures.

<u>Police Protection Levy</u> – The \$544,880 proposed levy is based on a portion of the FY 20 Police Department budget and will cover a portion of the Police Department's budget in FY 21.

**IMRF Levy** – The \$438,403 proposed levy is based on the FY 20 General Fund budget amount for IMRF expenditures and will pay for FY 21 General Fund IMRF expenditures. The FY 21 budget amount includes the Village's normal cost as determined by IMRF.

<u>Workers Compensation Levy</u> – The \$270,000 proposed levy is based on the FY 20 General Fund budget amount for workers compensation insurance premiums and deductibles and will pay for a portion of the FY 21 General Fund workers compensation insurance related expenditures.

<u>Liability Insurance Levy</u> – The \$191,250 proposed levy is based on the FY 20 General Fund budget amount for general insurance premiums and deductibles and will pay for a portion of the FY 21 General Fund general insurance related expenditures.

<u>Audit Levy</u> – The \$13,640 proposed levy is based on the FY 20 General Fund budget amount for auditing services and will pay for a portion of the FY 21 General Fund audit expenditures.

Pursuant to the Truth in Taxation Act, since the estimated levy for 2020 does not exceed the levy extension or abatement for 2019 by more than 5%, a public hearing is not required prior to the adoption of the levy for 2020. A Resolution Estimating the Amount of the Tax Levy for 2020 is attached along with the 2020 levy distribution and a property tax trend analysis.

#### FINANCIAL IMPACT

The estimated property tax levy for 2020 that will be collected in FY 2021 of \$5.48 million is approximately 30.28% of the entire General Fund budgeted revenues of \$18.10 million expected for FY 2021. The attached Resolution is the proposed tax levy amount of \$5,481,747.

#### ATTACHMENTS

- 1. Resolution Estimating the Amount of Tax Levy for 2020
- 2. 2020 Proposed Levy Distribution and Trend Analysis
- 3. McHenry County Assessor Estimated EAV Report

#### **RECOMMENDED MOTION**

Motion to approve the attached resolution "Estimating the Amount of the Tax Levy for 2020."

#### VILLAGE OF LAKE IN THE HILLS

#### Resolution 2020 \_\_\_\_\_

#### A Resolution Estimating the Amount of the Tax Levy for 2020

Be it resolved by the President and Board of Trustees of the Village of Lake in the Hills, pursuant to the Truth in Taxation Act (35 ILCS 200/18-55 et seq.) as follows:

- 1. The total amount of the Levy to be received in Fiscal Year 2021 covering real estate assessed for the calendar year 2020 in the Village of Lake in the Hills is estimated to be \$5,481.747.00 or a 3.2% decrease from the amount actually extended or abated for the 2019 assessment year of \$5,656,148.67.
- 2. Pursuant to the Truth in Taxation Act, since the estimated Levy for 2020 does not exceed the amount of the Levy extended or abated for 2019 by more than 5%, a public hearing is not required prior to the adoption of the Levy for 2020.

Passed this 10th day of November, 2020 by roll call vote as follows:

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

#### APPROVED THIS 10TH DAY OF NOVEMBER, 2020:

Village President, Russ Ruzanski

(SEAL)

ATTEST:\_\_\_

Village Clerk, Cecilia Carman

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

VILLAGE OF LAKE IN THE HILLS									
Proposed 2									
	Limiting Rate	Estimated	Proposed						
Levy	Per Statues	2020 Rate	Levy						
Corporate	None	0.219081	\$ 1,674,610						
Police Pension	None	0.213818	\$ 1,634,382						
Social Security	None	0.093485	\$ 714,582						
Police Protection	None	0.071284	\$ 544,880						
IMRF	None	0.057354	\$ 438,403						
Workers Comp.	None	0.035323	\$ 270,000						
Liability Insurance	None	0.025020	\$ 191,250						
Audit	None	0.001784	\$ 13,640						
Total		0.717149	\$ 5,481,747						
Notes:									
1) Based on estimated E									
2) Rates are per \$100 of									
3) Based on a projected 2020 tax rate of .717149 per \$100 of EAV, the tax rate is projected to have decreased by over -27.7% since 1991.									

	Village of Lake in the Hills											
	Property Tax Trend Analysis											
Year	Levy Extension	% Inc. (Dec.)	EAV	% Inc. (Dec.)	Tax Rate	% Inc. (Dec.)						
1991 Actual	623,240		62,863,441		0.991400							
1992 Actual	756,154	21.3%	80,006,058	27.3%	0.945100	-4.7%						
1993 Actual	979,094	29.5%	103,540,172	29.4%	0.945600	0.1%						
1994 Actual	1,277,088	30.4%	151,618,879	46.4%	0.842300	-10.9%						
1995 Actual	1,636,066	28.1%	203,997,661	34.5%	0.802000	-4.8%						
1996 Actual	2,010,462	22.9%	262,359,059	28.6%	0.766300	-4.5%						
1997 Actual	2,373,765	18.1%	315,407,653	20.2%	0.752600	-1.8%						
1998 Actual	2,618,374	10.3%	353,320,313	12.0%	0.740800	-1.6%						
1999 Actual	2,829,078	8.0%	384,124,305	8.7%	0.736500	-0.6%						
2000 Actual	3,136,877	10.9%	430,829,910	12.2%	0.728100	-1.1%						
2001 Actual	3,471,982	10.7%	478,234,115	11.0%	0.726000	-0.3%						
2002 Actual	3,677,022	5.9%	525,062,963	9.8%	0.700300	-3.5%						
2003 Actual	3,952,276	7.5%	581,472,987	10.7%	0.679700	-2.9%						
2004 Actual	4,251,099	7.6%	645,572,336	11.02%	0.658500	-3.1%						
2005 Actual	4,658,103	9.6%	713,775,474	10.56%	0.652600	-0.9%						
2006 Actual	4,884,529	4.9%	773,725,560	8.40%	0.631300	-3.3%						
2007 Actual	5,156,731	5.6%	829,056,353	7.15%	0.622000	-1.5%						
2008 Actual	5,408,776	4.9%	845,433,071	1.98%	0.639764	2.9%						
2009 Actual	5,627,859	4.1%	837,906,529	-0.89%	0.671657	5.0%						
2010 Actual	5,627,827	0.0%	737,383,217	-12.00%	0.763216	13.6%						
2011 Actual	5,560,280	-1.2%	707,118,817	-4.10%	0.786329	3.0%						
2012 Actual	5,493,530	-1.2%	621,887,649	-12.05%	0.883367	12.3%						
2013 Actual	5,483,629	-0.2%	579,598,035	-6.80%	0.946109	7.1%						
2014 Actual	5,481,695	0.0%	559,768,458	-3.42%	0.979279	3.5%						
2015 Actual	5,481,691	0.0%	574,643,551	2.66%	0.953929	-2.6%						
2016 Actual	5,481,688	0.0%	612,565,991	6.60%	0.894873	-6.2%						
2017 Actual	5,481,723	0.0%	647,914,863	5.77%	0.846056	-5.5%						
2018 Actual	5,481,747	0.0%	688,569,936	6.27%	0.796106	-5.9%						
2019 Actual	5,481,777	0.0%	737,600,981	7.12%	0.743190	-6.6%						
2020 Proposed	5,481,747	0.0%	764,380,389	3.63%	0.717149	<mark>-9.9%</mark>						

#### 10/15/2020 11:53:40 AM

VCLI - LAKE IN THE HILLS VILLAGE

#### Tax Year: 2020

#### Assessor Estimated EAV Report by Tax District McHenry County

Page 10 of 17

Totals		New Construction	
Board of Review Abstract	831,846,717	Commercial	638,016
- Exemptions	67,466,328	Farm	0
- Under Assessed	0	Industrial	71,588
+ State Assessed	0	Local Rail Road	0
Total EAV	764,380,389	Mineral	0
- Tif Increment / Ezone	0	Residential	1,639,122
Rate Setting EAV	764,380,389	Total	2,348,726

	Commercial		cial Farm		Industrial		Local Rail Road		d	Mineral		l Resider		I State Rail Road		Tota	Totals	
Exemption Category	Value	Count	Value	Count	Value	Count	Value	Coun	nt	Value	Count	Value	Count	Value	Count	Value	Count	
Parcel Count		339		15		106			0		25		10,315	· · ·	0		10,800	
Board of Review Abstract	54,916,089		389,164		21,335,086		. (	כ		3,636,240		751,570,138		0		831,846,717		
- Home Improvement	0	0	0	0	0	0	(	D	0	0	0	116,302	35	0	0	116,302	35	
- Veteran's	0	0	0	0	0	ο.	(	)	0	0	0	0	0	0	0	0	0	
+ State Assessed	0		0		0		(	0		0		0		0	an Chanada an Anna an A	0		
= EAV	54,916,089	0	389,164	0	21,335,086	0	(	)	0	3,636,240	0	751,453,836	36	0	0	831,730,415	36	
- Senior Assessment Freeze	0	0	0	0	0	0	(	C	0	0	0	5,777,628	358	0	0	5,777,628	358	
- Owner Occupied	0	0	0	0	0	0	(	0	0	0	0	49,669,590	8,281	0	0	49,669,590	8,281	
- Senior Citizen's	0	0	0	0	0	0	(	D	0	0	0	6,336,626	1,268	0	0	6,336,626	1,268	
- Disabled Person	0	0	0	0	0	0	(	)	0	0	0	308,000	154	0	0	308,000	154	
- Disabled Veteran	0	0	0	0	0	0	(	C	0	0	0	5,184,528	91	0	0	5,184,528	91	
- Returning Veteran	0	0	0	0	0	0	· . (	)	0	0	0	0	0	0	0	0	0	
- Natural Disaster	0	0	0	0	0	0	(	0	0	0	0	0	0	0	0	0	0	
- Fraternal Freeze	0	0	0	0	0	0	(	<b>)</b>	0	0	0	0	0	0	. 0	0	0	
- Vet Freeze	73,654	1	0	0	0	0	(	C	0	. 0	0	0	0	0	0	73,654	1	
- Under Assessed	0		0		0		(	)		0		0		0		. 0	0	
- E-Zone	0	0	0	0	0	0	(	D	0	0	0	0	0	0	0	0	0	
- TIF	0	0	0	0	0	0	(	)	0	. 0	0	. 0	0	0	. 0	0	0	
- Drainage	0	0	0	0	0	0	(	C	0	0	0	0	0	0	0	0	0	
= Taxable Value	54,842,435		389,164		21,335,086		(	0		3,636,240		684,177,464		0		764,380,389		



## **REQUEST FOR BOARD ACTION**

MEETING DATE: November 10, 2020

**DEPARTMENT:** Public Works

**SUBJECT:** 319 Grant Agreement and Task Order Approval for the Woods Creek Streambank Reach 11 Project

#### EXECUTIVE SUMMARY

Staff seeks Board approval on an agreement to accept an IEPA 319 grant and two task orders with Christopher Burke Engineering (CBBEL) for design engineering for the Reach 11 project and the County initiated compensatory storage project slated for the same area.

#### Conclusion of Reach 10 Project

The streambank restoration project within the Wood Creek Reach 10 area concluded earlier this year. The final project cost totaled \$706,793.04 with an IEPA 319 grant paying 60% of the cost, and the Village paying for remaining project cost of \$42,500 after receiving a grant from the McHenry County Soil and Water Conservation District. The Reach 10 project was the first of a three-phase plan to improve the surface and ground water quality of the streambank from Algonquin Road to Woods Creek Lake.

#### Reach 11 Project

The Village applied for a similar IEPA 319 grant for Reach 11, the second phase in the three-phase plan. As shown on Attachment 1, the Reach 11 project area will stabilize 5,226 linear feet of streambank from where the Reach 10 project ended heading east to Randall Road. The Reach 11 phase of the program totals \$1,341,000 with the Village paying \$536,400 (a 40% share) and the IEPA grant covering the remaining \$804,600 (60%) of the project cost. The agreement with IEPA for the 319 grant is included as Attachment 2. Unfortunately, the McHenry County Soil and Water Conservation District does not have grant funds available at this time.

#### Compensatory Storage Project

As part of the McHenry County Randall Road improvement project, the County is required to include storm water storage in the form of large detention areas along the project route to compensate for the amount of new impermeable surface coverage associated with the project ("Compensatory Storage Project"). Last year, McHenry County staff approached the Village to discuss the feasibility of the County using Village property on the west side of Randall Road for compensatory storm water storage. The Compensatory Storage Project area is west of Randall Road, north of Harvest Gate and south of Starwood Pass, and is adjacent to the Reach 11 project area. The estimated cost of the project is \$550,944 and will consist of creating dry-bottomed natural planting areas for storm water detention during periods of heavy rain. On August 8, 2019, the Village and the County will pay for 100 percent of the Village will oversee the Compensatory Storage Project and the amount of \$200,000.

The engineering and construction for the Compensatory Storage Project will occur at the same time as the Reach 11 project.

#### Task Orders for the Reach 11 Project and the Compensatory Storage Project

Christopher B. Burke Engineering. LTD. (CBBEL) is the Village's storm water and lakes engineering consultant. Village staff request approval of the attached task orders to hire CBBEL to design and bid the Reach 11 project and the Compensatory Storage Project. Two different orders exist to properly separate project costs, as the County will reimburse the Village 100 percent of the cost for the Compensatory Storage Project. If approved, CBBEL will begin design work this year so the Village can award the construction portion of both projects next year. This will allow the approved contractor the ability to begin work in the summer of 2021.

#### FINANCIAL IMPACT

The 2020 Lake Restoration Fund includes adequate funding for the engineering task orders. The Reach 11 task order equals \$100,000, of which \$31,120 expends in 2020 and the remaining \$68,880 expending in 2021. The Compensatory Storage Project task order equals \$33,660, of which \$10,165 expends in 2020 and the remaining \$23,495 expending in 2021. If approved, the Village will pay CBBEL for the work that they perform before receiving reimbursement from the County and the IEPA 319 grant. Staff accounted for the 2021 expenditures in the FY21 budget.

#### ATTACHMENTS

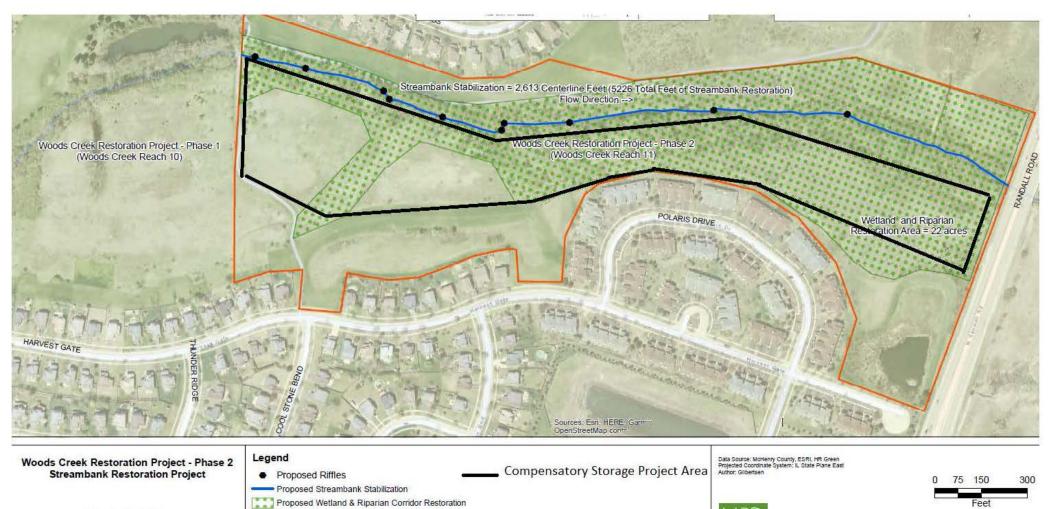
- 1. Map of the Reach 10, Reach 11 and Compensatory Storage Project Area
- 2. 319 Grant Agreement for the Reach 11 Project
- 3. Draft Task Order Reach 11
- 4. Draft Task Order Compensatory Storage Project

#### **RECOMMENDED MOTIONS**

Motion to approve the agreement with the Illinois Environmental Protection Agency for the 319 grant for the Woods Creek Streambank Reach 11 Project

Motion to approve the task order with Christopher B. Burke Engineering to provide design and bidding services for the Woods Creek Streambank Reach 11 Project at a cost not to exceed \$100,000 including spending authority in FY20 for \$31,120.

Motion to approve the task order with Christopher B. Burke Engineering to provide design and bidding services for the Compensatory Storage Project at a cost not to exceed \$33,660 including spending authority in FY20 for \$10,165.



Woods Creek Restoration Project - Phase 2

Lake in the Hills Illinois HRA

#### **INTER-GOVERNMENTAL GRANT AGREEMENT**



#### BETWEEN THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND VILLAGE OF LAKE IN THE HILLS

#### WOODS CREEK RESTORATION PROJECT – PHASE 2

The Illinois Environmental Protection Agency (Grantor), with its principal office at <u>1021 North Grant Avenue East</u>, <u>P.O. Box 19276</u>, Springfield, Illinois 62794-9276, and <u>Village of Lake in the Hills</u> (Grantee), with its principal office at <u>9010 Haligus Road</u>, <u>Lake in the Hills</u>, Illinois, 60156-6385 and payment address (same), hereby enter into this Intergovernmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

#### PART ONE – THE UNIFORM TERMS RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

#### ARTICLE I AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. <u>DUNS Number; SAM Registration; Nature of Entity</u>. Under penalties of perjury, Grantee certifies that <u>113955934</u> is Grantee's correct DUNS Number, that <u>366009195</u> is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

Individual	Pharmacy-Non Corporate
Sole Proprietorship	Pharmacy/Funeral Home/Cemetery Corp.
Partnership	Tax Exempt
Corporation (includes Not For Profit)	Limited Liability Company (select
Medical Corporation	applicable tax classification)
Governmental Unit	$\square$ P = partnership
Estate or Trust	$\Box$ C = corporation

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. <u>Amount of Agreement</u>. Grant Funds (check one) **shall not exceed or** are estimated to be

\$804,600.00, of which \$804,600.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is C99520020, the federal awarding agency is United States Environmental Protection Agency, and the Federal Award date is 7/16/2020. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Nonpoint Source Implementation and Number is 66.460. The Catalog of State Financial Assistance (CSFA) Number is 532-60-0378. The State Award Identification Number is 378-23804.

Term. This Agreement shall be effective on the date of Illinois EPA's official signature and shall 1.4. expire on October 31, 2022, unless terminated pursuant to this Agreement.

Certification. Grantee certifies under oath that (1) all representations made in this Agreement 1.5. are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed 1.6. by their duly authorized representatives.

#### ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Ву:
Signature of Director
Ву:
Signature of Designee
Date:
Printed Name: <u>John J. Kim</u>
Printed Title: <u>Director</u>
Designee
Ву:
Signature of First Other Approver, if Applicable
Date:

Printed Name:

Printed Title: Chief Financial Officer

Other Approver

#### By:

Signature of Second Other Approver, if Applicable Date: Printed Name: Charles Gunnarson

Printed Title: Chief Legal Counsel

Second Other Approver

#### VILLAGE OF LAKE IN THE HILLS

By:
Signature of Authorized Representative
Date:
Printed Name:
Printed Title:
E-mail:

## ARTICLE II REQUIRED REPRESENTATIONS

2.1. <u>Standing and Authority</u>. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. <u>Compliance with Internal Revenue Code</u>. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. <u>Compliance with Federal Funding Accountability and Transparency Act of 2006</u>. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. <u>Compliance with Uniform Grant Rules (2 CFR Part 200)</u>. Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 III. Admin. Code 7000.40(c)(1)(A).

2.5. <u>Compliance with Registration Requirements</u>. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

## ARTICLE III DEFINITIONS

3.1. <u>Definitions</u>. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 III. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all interentity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number. "FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 III. Admin. Code Part 7000. "Fixed-Rate" is in contrast to feefor-service, 44 III. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 III. Admin. Code Part 7000.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 III. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 III. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 III. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 III. Admin. Code Part 7000. "Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20. "SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

## ARTICLE IV PAYMENT

4.1. <u>Availability of Appropriation; Sufficiency of Funds</u>. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. <u>Return of Grant Funds</u>. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3. <u>Cash Management Improvement Act of 1990.</u> Unless notified otherwise in <u>PART TWO</u> or <u>PART</u> <u>THREE</u>, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 III. Admin. Code Part 7000.

4.4. <u>Payments to Third Parties</u>. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. <u>Modifications to Estimated Amount</u>. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the

funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in <u>PART TWO</u> or <u>PART THREE</u>. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7. <u>Timely Billing Required</u>. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in <u>PART TWO</u>, <u>PART THREE</u> or <u>Exhibit</u> <u>C</u>. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. <u>Certification</u>. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subgrantee) must contain the following certification by an official authorized to legally bind the Grantee (or subgrantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. <u>Scope of Grant Activities/Purpose of Grant</u>. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including <u>Exhibit A</u> (Project Description) and <u>Exhibit B</u> (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in <u>PART</u> <u>TWO</u> (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in <u>PART THREE</u>.

5.2. <u>Scope Revisions</u>. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3. <u>Specific Conditions</u>. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

## ARTICLE VI BUDGET

6.1. <u>Budget</u>. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. <u>Budget Revisions</u>. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 III. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. <u>Discretionary Line Item Transfers</u>. Unless prohibited from doing so in 2 CFR 200.308 or 44 III. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. <u>Non-discretionary Line Item Transfers</u>. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. <u>Notification</u>. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

## ARTICLE VII ALLOWABLE COSTS

7.1. <u>Allowability of Costs; Cost Allocation Methods</u>. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

## 7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. <u>Transfer of Costs</u>. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. *See* 2 CFR 200.451.

7.4. <u>Higher Education Cost Principles</u>. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. <u>Government Cost Principles</u>. The federal cost principles that apply to state, local and federallyrecognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. <u>Financial Management Standards</u>. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. *See* 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. *See* 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. <u>Federal Requirements</u>. All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6. 7.8. <u>Profits</u>. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. <u>Management of Program Income</u>. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. <u>Certifications</u>. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the

government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(I) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that

this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

## ARTICLE IX CRIMINAL DISCLOSURE

9.1. <u>Mandatory Criminal Disclosures</u>. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. *See* 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

## ARTICLE X UNLAWFUL DISCRIMINATION

10.1. <u>Compliance with Nondiscrimination Laws</u>. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);

 (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6).
 (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

# ARTICLE XI

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. <u>Federal Form LLL</u>. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. <u>Lobbying Costs</u>. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. <u>Procurement Lobbying</u>. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. <u>Subawards</u>. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. <u>Certification</u>. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. <u>Records Retention</u>. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 III. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. <u>Accessibility of Records</u>. Grantee, in compliance with 2 CFR 200.336 <u>and 44 III. Admin.</u> <u>Code 7000.430(e)</u>, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. <u>Failure to Maintain Books and Records</u>. Failure to maintain books, records and supporting documentation, as described in this 0, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. <u>Monitoring and Access to Information</u>. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. *See* 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. <u>Required Periodic Financial Reports</u>. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in <u>PART TWO</u> or <u>PART THREE</u>, unless additional information regarding required financial reports is set forth in <u>Exhibit G</u>. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in <u>PART TWO</u> or <u>PART THREE</u>.

## 13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in <u>PART</u> <u>TWO</u> or <u>PART THREE</u> following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 III. Admin. Code 7000.440(b). (b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or 0 shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. <u>Required Periodic Performance Reports</u>. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in <u>Exhibit E</u> must be reported quarterly, unless otherwise specified in <u>PART TWO</u>, <u>PART THREE</u> or <u>Exhibit G</u>. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in <u>Exhibit G</u>. Pursuant to 2 CFR 200.328 and 44 III. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in <u>PART TWO</u> or <u>PART THREE</u>. For certain construction-related Awards, such reports may be exempted as identified in <u>PART TWO</u> or <u>PART THREE</u>. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq*.

14.2. <u>Close-out Performance Reports</u>. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in <u>PART TWO</u> or <u>PART THREE</u> following the end of the period of performance or Agreement termination. *See* 2 CFR 200.343; 44 III. Admin. Code 7000.440(b)(1).

14.3. <u>Content of Performance Reports</u>. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. <u>Performance Standards</u>. Grantee shall perform in accordance with the Performance Standards set forth in <u>Exhibit F</u>. See 2 CFR 200.301 and 200.210.

## ARTICLE XV AUDIT REQUIREMENTS

15.1. <u>Audits</u>. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. *See* 30 ILCS 708/65(c); 44 III. Admin. Code 7000.90.

#### 15.2. <u>Consolidated Year-End Financial Reports</u>.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in <u>PART TWO</u> or <u>PART THREE</u>.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

#### 15.3. Audit Requirements.

(a) <u>Single and Program-Specific Audits</u>. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 III. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state

Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in <u>PART TWO, PART</u> <u>THREE</u> or <u>Exhibit G</u> based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 III. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(iiii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 III. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. <u>Performance of Audits</u>. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. <u>Delinquent Reports</u>. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. <u>Termination</u>.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. <u>Suspension</u>. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. <u>Non-compliance</u>. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4. <u>Objection</u>. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. <u>Close-out of Terminated Agreements.</u> If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

## ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. <u>Sub-recipients/Delegation</u>. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. <u>Application of Terms</u>. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3. <u>Liability as Guaranty</u>. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

## ARTICLE XVIII NOTICE OF CHANGE

18.1. <u>Notice of Change</u>. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. *See* 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. <u>Failure to Provide Notification</u>. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. <u>Notice of Impact</u>. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. <u>Circumstances Affecting Performance; Notice</u>. In the event Grantee becomes a party to any

litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. <u>Effect of Failure to Provide Notice</u>. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

## ARTICLE XIX STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

## ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. <u>Copies upon Request</u>. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

## ARTICLE XXI CONFLICT OF INTEREST

21.1. <u>Required Disclosures</u>. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2. <u>Prohibited Payments</u>. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is <u>not</u> an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois 2 CFR 200.64.

21.3. <u>Request for Exemption</u>. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. <u>Transfer of Equipment</u>. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. <u>Prohibition against Disposition/Encumbrance</u>. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. <u>Equipment Instructions</u>. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

## ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. <u>Publications, Announcements, etc.</u> Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. <u>Prior Notification/Release of Information</u>. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

## ARTICLE XXIV INSURANCE

24.1. <u>Maintenance of Insurance</u>. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in <u>PART TWO</u> or <u>PART THREE</u>.

24.2. <u>Claims</u>. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

## ARTICLE XXV LAWSUITS

25.1. <u>Independent Contractor</u>. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. <u>Liability</u>. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

#### ARTICLE XXVI MISCELLANEOUS

26.1. <u>Gift Ban</u>. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. <u>Access to Internet</u>. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or

for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. <u>Exhibits and Attachments</u>. <u>Exhibits A</u> through <u>G</u>, <u>PART TWO</u>, <u>PART THREE</u>, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. <u>Assignment Prohibited</u>. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. <u>Amendments</u>. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. <u>Severability</u>. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. <u>No Waiver</u>. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. <u>Applicable Law; Claims</u>. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. <u>Compliance with Law</u>. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 III. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. <u>Compliance with Confidentiality Laws</u>. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. <u>Compliance with Freedom of Information Act</u>. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. <u>Illinois Grant Funds Recovery Act</u>. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. <u>Headings</u>. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. <u>Entire Agreement</u>. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. <u>Attorney Fees and Costs</u>. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. <u>Continuing Responsibilities</u>. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in 0; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to 0. 44 III. Admin. Code 7000.450.

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#### EXHIBIT A

#### **PROJECT DESCRIPTION**

This project will implement best management practices (BMPs) in the Woods Creek Lake watershed (HUC 071200061201) to reduce nonpoint source pollution to protect water quality. BMPs will include stream channel stabilization using 13 riffles (cross-vane weirs and J-hooks); streambank stabilization (both sides of the stabilized channel) through re-grading, stone toe protection, and native vegetation; and wetland restoration through the removal of invasive plant species and planting a native seed mixture adjacent to the stream.

- OUTPUTS:
  - 2,613 feet of stream channel stabilization
  - 5,226 feet of streambank stabilization
  - 22 acres of wetland restoration
- OUTCOMES:
  - Water quality restoration of Woods Creek Lake (IL\_RTZZ)
  - Reduced annual pollutant loadings of approximately 333 tons of sediment, 333 lbs. of phosphorus, and 666 lbs. of nitrogen

## EXHIBIT B

## **DELIVERABLES OR MILESTONES**

Description	Completion Date
PROJECT COORDINATION	
1. Project Coordination	October 31, 2022
BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION	
2. BMP Documentation Form (Part 1) and Design	March 31, 2021
O&M Plan	March 31, 2021
Sign Design	March 31, 2021
Landowner Agreement	March 31, 2021
Complete Implementation of BMPs	May 30, 2022
BMP Documentation Form (Part 2) w/Invoices and	June 30, 2022
Photo Documentation	
PROJECT REPORT	
3. Draft Project Report	May 30, 2022
Final Project Report	July 15, 2022
OTHER DIRECTED ACTIVITIES	
Periodic Performance and Financial Reports	Quarterly as stipulated

#### EXHIBIT C

#### PAYMENT

The Grantee shall receive \$804,600.00 under this Agreement.

TOTAL PROJECT COST:	\$ 1,341,000.00	
Grantor Share:	\$ 804,600.00	60.0% of Total project cost
Grantee Share:	\$ 536,400.00	40.0% of Total Project cost

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an **Attachment 1**.

Federal funding shall make up no part of the Grantee's share of the total project cost and that the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 11 of that year; otherwise the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency Attention: Fiscal Service <u>EPA.FiscalServ@Illinois.gov</u> P.O. Box 19276; Mail Code #2 Springfield, Illinois 62794-9276

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contain in Exhibit E of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit E (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

## EXHIBIT D

## CONTACT INFORMATION

## **CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

## **GRANTOR CONTACT**

## **GRANTEE CONTACT**

Christine Davis	Name:	Tom Migatz
Manager, Watershed Management		
Section	Title:	Public Works Director
Illinois Environmental Protection Agency	Address:	Village of Lake in the Hills
Bureau of Water, Nonpoint Source Unit	_	
Mail Code #15		
P.O. Box 19276	_	9010 Haligus Road
Springfield, Illinois 62794-9276	_	Lake in the Hills, Illinois 60156
(217) 782-3362	Phone:	847-960-7505
	Fax #:	
	_	
christine.davis@illinois.gov	E-mail:	tmigatz@lith.org
	Additional	
	Information:	
	Manager, Watershed Management Section Illinois Environmental Protection Agency Bureau of Water, Nonpoint Source Unit Mail Code #15 P.O. Box 19276 Springfield, Illinois 62794-9276 (217) 782-3362	Manager, Watershed Management SectionTitle:Illinois Environmental Protection Agency Bureau of Water, Nonpoint Source Unit Mail Code #15Address:P.O. Box 19276 Springfield, Illinois 62794-9276 (217) 782-3362Phone: TTY #: Fax #:christine.davis@illinois.govE-mail: Additional

#### EXHIBIT E

#### **PERFORMANCE MEASURES**

Under this Agreement, the Grantee shall complete\* the following tasks.

\*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

#### PROJECT COORDINATION

 Serving as the lead agency, the Grantee shall coordinate the implementation of the nonpoint source pollution control best management practice (BMP) designs as developed and approved under Item 2 of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the Woods Creek Watershed-Based Plan and the Illinois' Nonpoint Source Management Program.

## BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION

2. The Grantee shall complete Part I of the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design shall meet the requirements of at least one of the following documents: 1) the current Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered professional engineer or NRCS staff unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval by March 31, 2021. Upon Grantor's request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the BMP Design is approved by the Grantor.

An O&M Plan shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plan shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plan.

The O&M Plan shall be submitted by the Grantee to the Grantor for review and approval by March 31, 2021. Upon Grantor's request, the O&M Plan shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the O&M Plan is approved by the Grantor.

The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval by March 31, 2021. The Grantee shall erect the sign prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.

The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 2 of Exhibit E of this Agreement. In the event that the Grantee does not own the entire project site, the Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The Grantee shall submit a draft of the agreement to the Grantor for review and approval by March 31, 2021. The Grantee shall submit a copy of the executed agreement(s) to the Grantor prior to the implementation of the BMP.

The Grantee shall complete the implementation of the BMPs by May 30, 2022. Upon completion of the BMPs, the Grantee shall complete and submit Part II of the BMP Documentation Form with all supporting documentation to the Grantor by June 30, 2022. Support documentation includes invoice and photographic documentation.

## PROJECT EVALUATION AND REPORT

3. The Grantee shall evaluate and prepare a report on the success of the Woods Creek Restoration Project in terms of water quality. The report shall document the project tasks, implementation schedule, and budget. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre and post conditions, type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The draft report shall be completed and submitted by the Grantee to the Grantor for review and approval by May 30, 2022. The final report shall be completed and two (2) paper copies and one (1) electronic copy submitted by the Grantee to the Grantor by July 15, 2022.

#### **EXHIBIT F**

#### PERFORMANCE STANDARDS

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

## EXHIBIT G

## SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **<u>Exhibit G</u>** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."

The Grantor reviewed the risk posed by the Grantee. The risk level is: Medium to High for a) Property Standards, b) Procurement Standards, and c) Fraud, Waste and Abuse.

- 1. The following additional award conditions apply to this grant:
  - a. Property Standards requires implementation of corrective action including new or enhanced controls over equipment and property;
  - b. Procurement Standards requires implementation of corrective action including new or enhanced controls over procurements of activities
  - c. Fraud, Waste and Abuse requires corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.
- 2. The reasons for the risk level:
  - a. Property Standards medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.
  - b. Procurement Standards medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.
  - c. Fraud, Waste and Abuse medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employee's duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.
- 3. The following additional award conditions apply to this grant. Upon request by Grantor:
  - a. the Grantee shall implement corrective action including new or enhanced controls over equipment and property.
  - b. the Grantee shall complete implementation of corrective action including new or enhanced controls over procurements of activities.
  - c. the Grantee shall develop and implement a fraud awareness program including information on how to report fraud, waste and abuse with fear of retaliation.
- 4. The time allowed for completing the actions, if applicable:
  - a. One year
- 5. The method for requesting removal of additional requirements:
  - a. Removal requests must be submitted in writing. Requests should take the form of a signed letter with attached documentation and should be submitted to the Grantor Contact identified in Exhibit D of this Agreement.

#### PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

In reference to Part One, Article IV, Item 4.7 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

In reference to Part One, Article XIII, Item 13.1 of this Agreement, the Grantee will submit the Periodic Financial Report by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.

In reference to Part One, Article XIV, Item 14.1 of this Agreement, the Grantee will submit the Periodic Performance Report with supplemental attachment by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.

In reference to Part One, Article XIV, Item 14.3 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period of time that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and current status. The remainder of the report will include the items listed in Section 14.3, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

#### PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in <u>PART ONE</u> and the Grantor-Specific Terms in <u>PART TWO</u>, the Grantor has the following additional requirements for this Project:

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."

The Grantee shall be available for coordination and progress briefings with the Grantor during the term of the Agreement. The dates and locations of these briefings shall be specified by the Grantor in consultation with the Grantee.

Upon completion of the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor an amended Uniform Grant Budget Template that reflects any and all budget line item transfers made to the original Uniform Grant Agreement Budget, unless already addressed in an executed amendment to the Uniform Grant Agreement Budget Template.



State Agency: Village of Lake in the Hills - Public	Works Division			
Organization Name: Village of Lake in the Hills			Notice of Funding 2020 Section 3	19 NPS
Data Universal Number System (DUNS) Number (	enter numbers only): 113955934		Opportunity (NOFO) Number: 2020 Section 3	
Catalog of State Financial Assistance (CSFA) Nur	nber: 532-60-0378 C	SFA Short De	escription: Section 319(h) Grant Program	
Section A: State of Illinois Funds		iscal Year: 01		
REVENUES			Total Revenue	
State of Illinois Grant Requested		\$		
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 C		Total Expenditures	
1. Personnel (Salary and Wages)	200,430	\$		
2. Fringe Benefits	200.431	\$		
3. Travel	200.474	\$		
4. Equipment	200.439	\$		
5. Supplies	200.94	\$		
6. Contractual Services and Subawards	200.318 & 200.92	\$		
7. Consultant (Professional Service)	200.459	\$	98,808.00	
8. Construction		\$	705,792.00	
9. Occupancy (Rent and Utilities)	200.465	\$		
10. Research and Development (R&D)	200.87	\$		7
11. Telecommunications		\$		
12. Training and Education	200.472	\$		
13. Direct Administrative Costs	200.413 (c)	\$		
14. Miscellaneous Costs		\$		
15. A. Grant Exclusive Line Item(s)		\$		
15. B. Grant Exclusive Line Item(s)				
16. Total Direct Costs (add lines 1-15)	200.413	\$	804,600.00	
17. Total Indirect Costs	200.414	\$		
Rate %:				
Base:				Instructions
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	804,600.00	found at end of document.

GOMBGATU-3002-(R-02-17)



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Lake in the Hills

NOFO Number: 2020 Section 319 NPS

## SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE:** (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of
Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost
Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. NOTE: (If this option is
selected, please provide basic Indirect Cost Rate information in area designated below.)
 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois Our organization will

2b. Our Organization currently does <u>not</u> have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our <u>initial</u> Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three [ (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] [Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

Complies with other statutory policies.

The Restricted Indirect Cost Rate is:

🔀 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

%

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From:	To:	Approving Federal or State Agency:	
Indirect Cost Rate:	% The Distribution Base Is:		



## Organization Name: Village of Lake in the Hills

NOFO Number: 2020 Section 319 NPS

REVENUES	Fiscal Year:	Total Revenue
<u>REVENUES</u>		
Grantee Match Requirement %:	(Agency to Populate)	
b) Cash		\$ 
c) Non-Cash	n de la completa de l	\$
d) other Funding and Contributions		\$ 
Total Non-State Funds (lined b through d)	an <mark>a sebelah katika katika</mark>	\$
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$ ang ang ang ang ang ang ang ang ang ang
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$ 
6. Contractual Services and Subawards	200.318 & 200.92	\$
7. Consultant (Professional Services)	200.459	\$ 65,872.00
B. Construction		\$ 470,528.00
9. Occupancy (Rent and Utilities)	200.465	\$ 
10. Research and Development (R&D(	200.87	\$ an an a
11. Telecommunications		\$ 
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$ 
15. B. Grant Exclusive Line Item(s)	ne anternet service state and service services and services and services and services and services and services	\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 536,400.00
17. Total indirect Costs	200.414	\$ ten en en statistik filmen en statistik statistik en statistik en statistik en statistik en statistik en statis
Rate %:		
Base:		
<ol> <li>Total Costs State Grant Funds (Lines 16 and 17)</li> <li>MUST EQUAL REVENUE TOTALS ABOVE</li> </ol>		\$ 536,400.00

GOMBGATU-3002-(R-02-17)



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Lake in the Hills	NOFO Number: 2020 Section 319 NPS
Data Universal Number System (DUNS) Number (enter numbers only): 11395593	4 Fiscal Year: 01/01/2020
Catalog of State Financial Assistance (CSFA) Number: 532-60-0378	CSFA Short Description: Section 319(h) Grant Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Lake in the Hills	
Institution/Organization Name:	Institution/Organization Name:
Asst. Administrator/ Finance Director	
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Shane Johnson	
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
Share P. Al	
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
7/29/19	
Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



FFATA Data Collection Form (if needed by	••••				
	e \$30,000 or more must provide the f	ollowing i	information for federal repo	rting. Please fill out	the following form accurately and completely.
4-digit extension if applicable:					
Sub-recipient DUNS:		Sub-rea	cipient Parent Company	DUNS:	
Sub-recipient Name: Village of Lake	in the Hills				
Sub-recipient DBA Name:					
Sub-recipient Street Address: 9010 H	aligus Road				
City: Lake in the Hills	State: Illinois	Zip-Co	de:60156	Congressional I	District: 14
Sub-recipient Principal Place of Perform	nance: Woods Creek, Lake in f	he Hills			
City:	State:	Zip-Co	de:	Congressional [	District:
Contract Number (if known):	Award Amount:		Project Period: From:		Project Period: To:
State of Illinois Awarding Agency and P					
follow the instructions.	-	-			als. Please answer the following questions and
<b>Q1.</b> In your business or organization's p (1) 80% or more of your annual gross re more in annual gross revenue from U.S.	venues in U.S. federal contracts	subcon	tracts, loans, grants, sub	ogrants and/or co	n, all branches and affiliates worldwide) receive operative agreements and (2) \$25,000,000 or ements?
Yes 🗌 If Yes, must and	swer Q2 below.	No 🛛	If No, you are n	ot required to pro	ovide data.
<b>Q2.</b> Does the public have access to info branches and all affiliates worldwide) the 6104 of the Internal Revenue code of 19	ormation about the compensatior rough periodic reports filed under 886 (i.e., on IRS Form 990)?	of the s section	enior executives in your 13(a) or 15(d) of the Se	business or orga curity Exchange /	nization (including parent organization, all Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section
Yes 🔀		No 🗌	If No, you must	provide the data	. Please fill out the rest of this form.
Please provide names and total compens	ation of the top five officials:				
Name:					Amount:
Name:					Amount:
Name:					Amount:
Name:					Amount:
Name:	· · · · · · · · · · · · · · · · · · ·				Amount:
COMPOATU 2002 (P.02.17)					Dece E of 22



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

#### 1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
				%			Add Delete
			· · · · · · · · · · · · · · · · · · ·		State Total		
· · · · · · · · · · · · · · · · · · ·				%			Add Delete
				1	NON-State Total		
				***************************************	Total Personnel		
Personnel Narrative (State):							
Personnel Narrative (Non-S	tate): (i.e. "Match" or '	Other Funding")					



#### 2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Name Position(s)		ame Position(s) Base Rate (%)		Rate (%)	Fringe Benefit Cost	Add/Delete Rows	
			%		Add Delete			
	State Total							
			%		Add Delete			
			Non-State Total					
			Total Fringe Benefits					
e Benefits Narrative (State):		<u>, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>		L,	••••••••••••••••••••••••••••••••••••••			
e Benefits Narrative (Non-State): (i.e. '	Match" or "Other Funding")				······			



#### 3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

	Travel Cost	Number of Trips	Quantity	Basis	Cost Rate	Location	Purpose of Travel/Items
Add Delete							
		State Total				<u></u>	
Add Delete							
		NON-State Total					
		Total Travel			·····		
	······································						ravel Narrative (State):
				*****	unding)	"Matab" of "Other F	Traval Narrativa (Nan Stata): (i.a.
					unding)	ee "Match" of "Other F	Travel Narrative (State): Travel Narrative (Non-State): (i.e.



#### 4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

ltem	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
				Add Delete
		State Total		
				Add Delete
		Non-State Total		
		Total Equipment		



## 5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

	Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows			
					Add Delete			
		And the second	State Total					
					Add Delete			
		Non-State Total						
	Total Supplies							
Supplies Narrat	ive (State):							
Supplies Narrat	tive (Non-State): (i.e. "Match" or "Other Funding")	<u></u>						



#### 6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

#### Please also note the differences between subaward, contract, and contractor (vendor):

1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.

2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

	Item	Contractual Services Cost	Add/Delete Rows	
		and and a second s	Add Delete	
	State Tota			
			Add Delete	
	Non-State Tota	ıl		
	Total Contractual Service:	s		
	ctual Services Narrative (State):			
Contra	ctual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")			



#### 7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees)	Services Provided	Fee	Basis	Q	uantity	Consultant Services (Fee) Cost	Add/Delete Row
Engineering	Design, Permitting and Construction Observation	\$98,808.00	Not to Exceed	Ł	1	\$98,808.00	Add Delete
				SI	ate Total	\$98,808.00	
Engineering	Design, Permitting and Construction Observation	\$65,872.00	Not to Exceed	t l	1	\$65,872.00	Add Delete
				NON-	State Total	\$65,872.00	
			Total Cons	sultant Serv	ices (Fees)	\$164,680.00	
Consultant Services Narrative (I	and permit the items described in						
	· · · · · · · · · · · · · · · · · · ·					Consultant Expenses	Add/Delete
Consultant Expenses - Ite	ems Location	Cost Rate	Basis	Quantity	Trips	Cost	Row
,,,,,,,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>							Add Delete
			,	Sta	ite Total		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,							Add Delete
······································	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	۰ L		NON-S	State Total		
			Total	Consultant	Expenses		
Consultant Expenses Narrative	(State):		Total	Consultant	Expenses		
Consultant Expenses Narrative	(State):		Total	Consultant	Expenses		
	(State): (Non-State): (i.e. "Match" or "Other	Funding")	Total	Consultant	Expenses		



#### 8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Description of Work	Construction Cost	Add/Delete Rows
Streambank stabilizarion	\$548,052.00	Add Delete
Wetland and riparian area restoration	\$148,380.00	Add Delete
Riffles	\$9,360.00	Add Delete
State Total	\$705,792.00	
Streambank stabilizarion	\$365,368.00	Add Delete
Wetland and riparian area restoration	\$98,920.00	Add Delete
Riffles	\$6,240.00	Add Delete
Non-State Total	\$470,528.00	
Total Construction	\$1,176,320.00	
Ps to be installed.	I	L
Funding")		·
	Streambank stabilizarion         Wetland and riparian area restoration         Riffles         Streambank stabilizarion         Streambank stabilizarion         Wetland and riparian area restoration         Riffles         Non-State Total	Description of Work       Cost         Streambank stabilizarion       \$548,052.00         Wetland and riparian area restoration       \$148,380.00         Riffles       \$9,360.00         Streambank stabilizarion       \$148,380.00         Streambank stabilizarion       \$9,360.00         Streambank stabilizarion       \$365,368.00         Wetland and riparian area restoration       \$98,920.00         Riffles       \$6,240.00         Non-State Total       \$470,528.00         Total Construction       \$1,176,320.00         Ps to be installed.       Funding")

Please see the project description for full details of the BMPs to be installed.



#### 9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE**: This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add Delete
	• • • • • • • • • • • • • • • • • • •	**************************************		State Total		
					, , , , , , , , , , , , , , , , , , ,	Add Delete
	· · · · · · · · · · · · · · · · · · ·	·		NON-State Total		
			otal Occupancy	- Rent and Utilities		
Occupancy - Rent and Utilities Narrative (State):				I		<u> </u>
Occupancy - Rent and Utilities Narrative (Non-State	): (i.e. "Match" or "Ot	her Funding")				



#### 10). Research & Development (R&D) (2 CFR 200.87)

**Definition:** All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

	Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
				Add Delete
		State Total		
				Add Delete
		Non-State Total		
		Total Research and Development		
	search and Development Narrative (State):	····		<u> </u>
Re	search and Development Narrative (Non-State): (i.e. "Mat	ch" or "Other Funding")		



#### 11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
				· · · · · · · · · · · · · · · · · · ·		Add Delete
		I		State Total		
			· · · · · · · · · · · · · · · · · · ·			Add Delete
		I	E	NON-State Total		
			Total To	elecommunications	· · · · · · · · · · · · · · · · · · ·	
Telecommunications Narrative (State):						
Telecommunications Narrative (Non-State): (i.e. '	Match" or "Other Fundi	na")				·······
		ng )				



#### **12). Training and Education** (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add Delete
	•			State Total		
			· · · · · · · · · · · · · · · · · · ·			Add Delete
				NON-State Total		
			Total Train	ning and Education		
Training and Education Narrative (State):	<u>, , , , , , , , , , , , , , , , , , , </u>				1	.L
Training and Education Narrative (Non-State): (i.e. "	Match" or "Other Fur	nding")				



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

#### 13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) <u>Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency;</u> and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
	<u> </u>				State Total		
· · · · · · · · · · · · · · · · · · ·				%			Add Delete
	,		La	1	NON-State Total	999-1111-111-11-1	
······································				Total Direct Adm	ninistrative Costs		
Direct Administrative Costs	Narrative (State):		······································				
Direct Administrative Costs	Narrative (Non-State)	(i.e. "Match" or "Other	Funding")		· · · · · · · · · · · · · · · · · · ·		



#### 14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add Delete
				State Total		
						Add Delete
· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	<b>- ,</b>		NON-State Total		
			Fotal Other or M	liscellaneous Costs		
Other or Miscellaneous Costs Narrative (State):						I
Other or Miscellaneous Costs Narrative (Non-State	): (i.e. "Match" or "Otl	her Funding")				



#### 15). GRANT EXCLUSIVE LINE ITEM

#### Grant Exclusive Line Item Description:

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add Delete
				State Total		
						Add Delete
	,					
	, <sub>2</sub> , 1999, 1990, 1999, 1990, 1999, 1990, 1999, 1990, 19990, 1999, 1999, 1999, 1999, 1999, 1999, 1999, 1999, 1999, 1999					
Grant Exclusive Line Item Narrative (State):	, , , , , , , , , , , , , , , , , , ,				• <u> </u>	
Grant Exclusive Line Item Narrative (Non-State): (i.	e. "Match" or "Other F	Funding")				
Add New Grant Exclusive Line Item Delete	Grant Exclusive Line	Item				



## 16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
an an an Anna a Anna an Anna an				Add Delete
		State Total		
				Add Delete
		Non-State Total		
		Total Indirect Costs		
Indirect Costs Narrative (State):			I	<u>I</u>
			·	
Indirect Costs Narrative (Non-State):				



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

**Budget Narrative Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits	μηματική μεταλ	, , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , ,
3. Travel			
4. Equipment	······································		
5 Supplies			
6. Contractual Services			
7. Consultant (Professional Services)	\$98,808.00	\$65,872.00	\$164,680.00
8. Construction	\$705,792.00	\$470,528.00	\$1,176,320.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			······································
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs	and an annual		
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$804,600.00		ener av start. – Einersteine – Spaar Einflichteinister of Einer Heilingen (1998)
Non-State Amount		\$536,400.00	1
TOTAL PROJECT COSTS			\$1,341,000.00



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

For State Use Only				
Grantee: Village of Lake in the Hills		Notice of Fu		S
Data Universal Number System (DUNS) Number (e	nter numbers only) : 113955	934 Opportunity	NOFO) Number: 2020 Section 319 NF	
Catalog of State Financial Assistance (CSFA) Numl	ber: 532-60-0378	CSFA Short Description: Section	n 319(h) Grant Program	
Fiscal Year(s): <u>2020 - 2022</u>				
Initial Budget Request Amount:				
Prior Written Approval for Expense Line Item:				
Statutory Limits or Restrictions:				
Checklist:		- 1177 — — — — <u>— — — — — — — — — — — — — — </u>		
Final Budget Amount Approved:				
Program Approval Name	Program Approval S	Signature	Date	
Fiscal & Administrative Approval Name	Fiscal & Administral	ive Approval Signature	Date	
Budget Revision Approved:				
Program Approval Name	Program Approval S	Signature	Date	
Fiscal & Administrative Approval Signature	Fiscal & Administrat	tive Approval Signature	Date	<b>.</b>

#### §200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

# 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 2020 Professional Engineering Services, dated December 12<sup>th</sup>, 2019 (the "Contract"), Owner and Consultant agree as follows:

## 1. **Project**:

Woods Creek Streambank Stabilization – Reach 11

## 2. <u>Services of Consultant</u>:

A. Basic Services:

Task 1 – Kick Off and Project Coordination Meeting

CBBEL will attend a kick-off meeting with the stakeholder team prior to commencing design work to clarify the scope of the project, purpose, goals and objectives and to review existing data.

# <u>Task 2 – Tree Survey, WOUS/Wetland Delineation and Report (For</u> <u>Permitting Purposes)</u>

AES Ecologists (AES) will conduct a wetland delineation within the Woods Creek Reach 11 project area in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation and the Midwest Regional Supplement for Wetland Delineations. Pink pin flags will be used to delineate the on-site wetland boundaries and located using submeter GPS. As required by the USACE, the delineation shall include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

AES will prepare a wetland delineation report in accordance with the USACE 1987 Wetland Delineation Manual and Midwest Regional Supplement. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data points locations, wetland and soils maps, USACE data forms, and an evaluation of the quality of onsite wetlands based upon the Floristic Quality Index (FQI). The report will also include all additional County wetland delineation requirements.

AES will survey all desirable native trees only that are recommended to be preserved within the proposed Woods Creek Reach 11 project area with the assumption that all other trees will be removed as part of the proposed project. Each desirable tree will be tagged, assessed, and located using submeter GPS. The information will be tabulated in a Tree Inventory Table including tree tag #, species (common and scientific), DBH, condition, and general comments regarding quality. Resulting data will be provided to CBBEL to create a Tree Preservation/Removal Plan as part of the Engineering Plan Set.

## <u>Task 3 – Topographic Survey</u>

CBBEL will complete a topographic survey that includes centerline stream profile and stream bed cross sections, of Woods Creek Reach 11, at 50' intervals which shall extend approximately 50' on either side of channel Top of Bank (TOB). A total of  $2,800 \pm \text{LF}$  of topographic survey will be performed related to the project work zone.

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on McHenry County Control Monumentation & NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed McHenry County. & NGS Control Monumentation (NAVD'88 vertical control datum).

Base Mapping: CBBEL will compile all of the above information onto one base map at 1'=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

\*NOTE: Boundary/Land Acquisition Survey, Plats of Easement, Rightof-Way/Plat of Highway, and JULIE Utility Scope of Services are not included in this proposal.

## <u>Task 4 – Geotechnical Investigation</u>

Three (3) soil borings will be obtained as part of the Geotechnical Exploration by Testing Service Corporation (TSC) to determine the type and characteristics of the soil, as well as for compliance with the Clean Construction Demolition Debris (CCDD). The soils report will depict the underlying soils to a depth of 10' below the stream bed and will make general recommendations for bank slope stability. Additionally, the report will calculate the maximum dry density and optimum moisture content of the creek soils to estimate compaction/root penetration using a

standard penetrometer for engineered fill during construction.

We recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify the analytical parameters proposed will be sufficient. The objectives of the Study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction for demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B). These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

## <u>Task 5 - Design Field Reconnaissance</u>

An AES Senior Ecologist will meet onsite with CBBEL to complete a field investigation to gather existing conditions data, channel information, including morphology and geology, and consider materials alternatives. AES will walk the project area with CBBEL and use a 1' topo survey (provided by CBBEL) to gather relevant information about the stream and riparian area needed to develop ecological restoration design recommendations.

## <u>Task 6 – Preliminary Design</u>

CBBEL will prepare 60% and 90% preliminary engineering plans, specifications and costs estimates for the Village's review and submittal to IEPA for the 319 grant. The design will be targeted toward treating specific locations to prevent channel erosion and improve wildlife and aquatic habitat. Vegetation zones throughout the corridor will be recommended based upon aesthetic, available sunlight, and hydrologic and hydraulic conditions. CBBEL will present the preliminary plans to the Village for review and comment.

AES will assist CBBEL with stream and riparian area restoration design elements by collaborating over the geometry, cross sections, and native planting zones. AES will provide CBBEL with project details (if requested) for items such as typical stream cross section, typical planting section, artificial riffles (cross vanes or J-hooks), planting details, etc. AES will also use site visit notes to determine the location of native planting zones and provide this information to CBBEL for creation of Native Landscape Plans as part of the Engineering Plant Set.

AES will provide CBBEL with native seed, plant, and tree lists/quantities in Excel tables. These lists, details, etc., will take into consideration the designs used in the Woods Creek Reach 10 design/construction (Completed by AES) so that both reaches are cohesive. In addition, AES will review 60%, and 90% Preliminary Plans provide by CBBEL and provide written comments.

## Task 7 – Hydraulic Analyses

The project reach is mapped as Zone AE floodplain with regulatory floodway on the McHenry County Flood Insurance Rate Map (FIRM). CBBEL will complete a hydraulic analysis to assist in the design of the streambank improvements.

We will obtain the FEMA Flood Insurance Study (FIS) hydraulic model for Woods Creek. Using this FEMA HEC-RAS hydraulic model, CBBEL will analyze the flood profiles and velocities for 10-, 25-, 50- and 100-year flood events. The more frequent 1-, 2-, and 5-year flow rates will be calculated by extrapolating FIS data to evaluate these events that are geomorphologically significant.

We will use the surveyed cross-sections and topography obtained in Task 3 to update the HEC-RAS hydraulic model so that the reach can be analyzed in greater detail. The updated HEC-RAS hydraulic model will be utilized to determine shear stress, velocity and flood heights within the project reach to guide the design and placement of structural and non-structural channel stabilization measures.

The hydraulic model will also verify that the streambank stabilization meets the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) Part 3708 Rules for Floodway Construction.

## Task 8 – Compensatory Storage Analysis

Based on the results of the hydraulic analysis in Task 6, we will quantify

the volume of floodplain fill and excavation required for the project. We will determine the location of compensatory storage necessary to meet the amount required by the Ordinance. In addition to the volume of fill required for this project, the volume of compensatory storage for the McHenry County Division of Transportation (MCDOT) Randall Road Improvement Project will be incorporated into the project design per the Intergovernmental Agreement.

## <u>Task 9 – Final Engineering Plans</u>

Based on comments and feedback received as well as a thorough internal review final plan and specifications will be prepared. The Final Engineering Construction Plans will include the existing topographic survey, construction access information, plan and profile of the creek, specifications. details. planting plans. standard dewatering recommendations, soil erosion control measures and will be suitable for submittal to the USACE and Village. CBBEL will make any necessary revisions to the final engineering plans based on Village and permit comments and submit the final bid documents to the Village at the requested number of paper copies, as well as in electronic format. This task also includes bidding assistance. During the bid process, CBBEL will:

- Coordinate an electronic bidding process where interested contractors and material suppliers can purchase and download the bidding documents.
- Provide a list of qualified contractors to bid on the improvements.
- Facilitate the pre-bid meeting, project site tours, and bid opening.
- Prepare and submit addenda, as needed.
- Evaluate bids received and provide recommendation letter.

## Task 10 – AES Contracting Division Cost OPC

AES's Contracting Division will review the 60%, 90% & Final Engineering Plans provided by CBBEL and provide CBBEL with cost estimates for construction. Since AES helped design and constructed Woods Creek Reach 10, AES's OPC information will be beneficial in determining if the overall project design can be constructed within Village and IEPA 319 Grant budgets.

## Task 11 – Meetings/Coordination

Throughout the project, we expect to have meetings and conference calls with the various stakeholders as well as one public meeting. We also expect to prepare responses to comments received during the review process. This task will include 319 grant management on behalf of the Village. Since this item is difficult to quantify, we have provided a not to exceed budget amount. If we will exceed the budget amount, we will contact you in advance to discuss preparation of a supplemental contract.

AES will attend one Public Meeting with CBBEL. AES will provide material to CBBEL similar to what was created and used for the Woods

Creek Reach 10 public meeting. In addition, AES will assist in presenting the proposed Woods Creek Reach 11 project at the Public Meeting.

# <u>Task 12 – Permitting</u>

## 12.1 - USACE Permit

AES will prepare a USACE/IEPA Joint Application for the proposed Woods Creek Reach 11 project. For the USACE/IEPA Joint Application permit, AES will submit the Final Engineering Plans, wetland delineation, report (completed by AES), obtain a jurisdictional determination, submit appropriate applications to the IDNR & USFWS regarding T & E species and SHPO for historic properties as well as prepare the application package and coordinate with the USACE project manager. AES also anticipates meeting the USACE project manager on site to discuss the project details and respond to USACE' requests for additional information and/or revisions to the plan.

## 12.2 - IDNR OWR Permit

An Individual Floodway Construction Permit will be required for the streambank stabilization. CBBEL will prepare the documentation required to submit a permit application to the IDNR-OWR.

## 12.3 - MCSWCD and Stormwater Management Permit (if necessary)

If necessary, CBBEL Environmental and Water Resources Staff will assist the project engineer in preparation of the local permit application package for the Village in accordance with McHenry County Stormwater Management Ordinance requirements. This information will include the required exhibits, specifications, data and project information. A submittal will also be made to the McHenry-Lake County Soil and Water Conservation District (MCSWCD).

# 12.4 - Stormwater Pollution Prevention Plan (SWPPP)

CBBEL will prepare a SWPPP in accordance with the requirements as required by Illinois Environmental Protection Agency (IEPA) for the National Pollutant Discharge Elimination System (NPDES) ILR10 General Permit.

Additionally, CBBEL will prepare and submit a Notice of Intent (NOI) to the IEPA for the above-mentioned site. CBBEL will provide the \$750.00 check to satisfy the NOI permit application fee. The \$750.00 permit fee will be billed as a Direct Cost.

B. Additional Services:

We understand that approvals from the Illinois State Historic Preservation Agency (SHPO) and the IDNR will be obtained by others and provided to CBBEL. It should be noted that the required weekly and poststorm inspections are not included in this Scope of Services.

# 3. <u>Approvals and Authorizations</u>: approvals and authorizations:

Consultant shall obtain the following

- USACE
- IDNR-OWR
- McHenry County SMC (if necessary)
- MCSWCD
- SWPPP

## 4. <u>Commencement Date</u>:

The date of execution of this Task Order by Owner.

## 5. <u>Completion Date</u>:

Assuming a November 11 start date, the estimated completion date would be July 30, 2021 for this Scope of Services.

## 6. <u>Submittal Schedule</u>:

Assuming a November 11 start date, the estimated completion dates are as follows:

Submittal	Due Date:
Tasks 1-4:	December 31, 2020
Tasks 5-8:	March 15, 2021
Task 9-12:	May 2, 2021

This will allow the project to be bid out in May 2021 prior to receipt of permits. Permits may not be received until later in the year based on review times from the regulatory agencies. Construction cannot begin until all permits are received.

# 7. <u>Key Project Personnel</u>:

Names: Darren Olson

Telephone: 847-823-0500

# 8. <u>Contract Price</u>:

TASK	DESCRIPTION	FEE
1	Kickoff and Project Coordination Meeting	1,500
2	Tree Survey and Wetland/Waters of US Delineation and	\$ 4,000
	Report	
3	Topographic Survey	\$17,850
4	Geotechnical Investigation	\$ 7,770
5	Design Field Reconnaissance	\$ 2,625
6	Preliminary Design	\$30,000
7	Hydraulic Analysis	5,625
8	Compensatory Storage Analysis	\$ 6,000
9	Final Engineering Plans	\$ 9,000
10	AES Contracting Division Cost OPC	\$ 1,000
11	Meetings/Coordination	\$ 3,500
12.1	US Army Corps of Engineers Permit	\$ 3,500
12.2	IDNR – OWR Floodway Construction Permit	\$ 3,375
12.3	MCSWCD and Stormwater Management Permit	\$ 1,775
12.4	Stormwater Pollution Prevention Plan	<u>\$ 1,730</u>
	Direct Costs	<u>\$ 750</u>
	TOTAL NOT TO EXCEED	\$100,000

# 9. <u>Modifications to Contract</u>:

None

# 10. Attachments:

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

# DESIGNATED REPRESENTATIVE FOR TASK ORDER:

# VILLAGE OF LAKE IN THE HILLS

Russ Ruzanski Village President

CHRISTOPHER B. BURKE ENGINEERING, LTD.

MM

Michael Kerr President

# DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Darren Olson

- Title: Vice President, Assistant Department Head
- Address: 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018
- E-mail Address: dolson@cbbel.com

Phone: 847-823-0500

# ATTACHMENT C

#### Standard Charges for Professional Services (For Billing Rate Task Orders Only)

<u>Personnel</u> Principal	Charges* <u>(\$/Hr)</u> 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
Direct Costs	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

\*Charges include overhead and profit

# 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 2020 Professional Engineering Services, dated December 12<sup>th</sup>, 2019 (the "Contract"), Owner and Consultant agree as follows:

## 1. **Project**:

MCDOT Compensatory Storage at Reach 11

## 2. <u>Services of Consultant</u>:

A. Basic Services:

<u>Task 1 – Kick Off and Project Coordination Meeting</u> CBBEL will attend a kick-off meeting with the stakeholder team prior to commencing design work to clarify the scope of the project, purpose, goals and objectives and to review existing data.

## <u>Task 2 – Tree Survey, WOUS/Wetland Delineation and Report (For</u> <u>Permitting Purposes)</u>

An investigation of the project site will be completed to delineate the limits of wetlands and waters of the United States present. The delineation will be completed based on the methodology established by the USACE. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked. We will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the USACE Routine On-Site Data Forms. The delineation will be added to the site topographic survey.

We will also tag all trees of significance within the subject site. CBBEL will provide a tree inventory listing including size, species, condition, form and general comments regarding the quality of the identified trees. Each tree surveyed will be evaluated and assigned a number rating from 1-5 based on general observations at the time of the inventory. A rating of 1 (excellent) has the highest value in terms of protection or preservation. A rating of 5 (poor) has the lowest value and represents lower quality individuals. The trees of significance will be located using a submeter accuracy handheld GPS unit.

## <u>Task 3 – Topographic Survey</u>

CBBEL will complete a topographic survey that includes centerline stream profile and stream bed cross sections, of Woods Creek Reach 11, at 50' intervals which shall extend approximately 50' on either side of channel Top of Bank (TOB). A total of  $2,800 \pm LF$  of topographic survey will be performed related to the project work zone.

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on McHenry County Control Monumentation & NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed McHenry County. & NGS Control Monumentation (NAVD'88 vertical control datum).

Base Mapping: CBBEL will compile all of the above information onto one base map at 1'=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

\*NOTE: Boundary/Land Acquisition Survey, Plats of Easement, Rightof-Way/Plat of Highway, and JULIE Utility Scope of Services are not included in this proposal.

# <u>Task 4 – Geotechnical Investigation</u>

Three (3) soil boring will be obtained as part of the Geotechnical Exploration by Testing Service Corporation (TSC) to determine the type and characteristics of the soil, as well as for compliance with the Clean Construction Demolition Debris (CCDD). The soils report will depict the underlying soils to a depth of 10' below the stream bed and will make general recommendations for bank slope stability. Additionally, the report will calculate the maximum dry density and optimum moisture content of the creek soils to estimate compaction/root penetration using a standard penetrometer for engineered fill during construction.

We recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify the analytical parameters proposed will be sufficient. The objectives of the Study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer. Uncontaminated soil including uncontaminated soil mixed with clean construction for demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B). These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

## Task 5 - Design Field Reconnaissance

CBBEL staff will complete a field investigation to gather existing conditions data, channel information, including morphology and geology, and consider materials alternatives. The field data along with the data generated via the hydraulic analyses to be performed under Task 6 will be used for design of structural stabilization measures and selection of native vegetation suitable for the hydrologic and hydraulic conditions.

## Task 6 – Hydraulic Analyses

The project reach is mapped as Zone AE floodplain with regulatory floodway on the McHenry County Flood Insurance Rate Map (FIRM). CBBEL will complete a hydraulic analysis to assist in the design of the streambank improvements.

We will obtain the FEMA Flood Insurance Study (FIS) hydraulic model for Woods Creek. Using this USACE HEC-RAS hydraulic model, CBBEL will analyze the flood profiles and velocities for 10-, 25-, 50- and 100-year flood events. The more frequent 1-, 2-, and 5-year flow rates will be calculated by extrapolating FIS data to evaluate these events that are geomorphologically significant.

We will use the surveyed cross-sections and topography obtained in Task 3 to update the HEC-RAS hydraulic model so that the reach can be

analyzed in greater detail. The updated HEC-RAS hydraulic model will be utilized to determine shear stress, velocity and flood heights within the project reach to guide the design and placement of structural and non-structural channel stabilization measures.

The hydraulic model will also verify that the streambank stabilization meets the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) Part 3708 Rules for Floodway Construction.

## Task 7 - Compensatory Storage Analysis

Based on the results of the hydraulic analysis in Task 6, we will quantify the volume of floodplain fill and excavation required for the project. We will determine the location of compensatory storage necessary to meet the amount required by the Ordinance. In addition to the volume of fill required for this project, the volume of compensatory storage for the McHenry County Division of Transportation (MCDOT) Randall Road Improvement Project will be incorporated into the project design per the Intergovernmental Agreement.

## <u> Task 8 – Preliminary Design</u>

CBBEL will prepare 60% and 90% preliminary engineering plans, specifications and costs estimates for the Village's review and submittal to IEPA for the 319 grant. The design will be targeted toward treating specific locations to prevent channel erosion and improve wildlife and aquatic habitat. Vegetation zones throughout the corridor will be recommended based upon aesthetic, available sunlight, and hydrologic and hydraulic conditions. CBBEL's preliminary design will also provide plant, seed and plug lists and specifications. CBBEL will present the preliminary plan to the Village for review and comment.

# <u> Task 9 – Final Engineering Plans</u>

Based on comments and feedback received as well as a thorough internal review final plan and specifications will be prepared. The Final Engineering Construction Plans will include the existing topographic survey, construction access information, plan and profile of the creek, planting plans, standard details, specifications, dewatering recommendations, soil erosion control measures and will be suitable for submittal to the USACE and Village. CBBEL will make any necessary revisions to the final engineering plans based on Village and permit comments and submit the final bid documents to the Village at the requested number of paper copies, as well as in electronic format. This task also includes bidding assistance. During the bid process, CBBEL will:

- Coordinate an electronic bidding process where interested contractors and material suppliers can purchase and download the bidding documents.
- Provide a list of qualified contractors to bid on the improvements.

- Facilitate the pre-bid meeting, project site tours, and bid opening.
- Prepare and submit addenda, as needed.
- Evaluate bids received and provide recommendation letter.

#### <u>Task 10 – Engineer's Opinion of Probable Cost</u>

CBBEL will prepare an Engineer's Opinion of Probable Cost for the plan developed in Task 8 and 9.

## Task 11 – Meetings/Coordination

Throughout the project, we expect to have meetings and conference calls with the various stakeholders as well as one public meeting. We also expect to prepare responses to comments received during the review process. This task will include 319 grant management on behalf of the Village. Since this item is difficult to quantify, we have provided a not to exceed budget amount. If we will exceed the budget amount, we will contact you in advance to discuss preparation of a supplemental contract.

## <u>Task 12 – Permitting</u>

## 12.1 - USACE Permit

The required exhibits, specifications, data and project information will be compiled and assembled for placement in a permit application package to the USACE. We will coordinate development of documents with you and other project team members. For the purposes of this proposal we have assumed the project will be processed as a Nationwide or Regional Permit Number 10. In the unlikely event that the USACE determines the project must be processed as an Individual Permit, a supplemental contract will be required to cover those additional required services.

## 12.2 - IDNR OWR Permit

An Individual Floodway Construction Permit will be required for the streambank stabilization. CBBEL will prepare the documentation required to submit a permit application to the IDNR-OWR.

12.3 – MCSWCD and Stormwater Management Permit (if necessary) If necessary, CBBEL Environmental and Water Resources Staff will assist the project engineer in preparation of the local permit application package for the Village in accordance with McHenry County Stormwater Management Ordinance requirements. This information will include the required exhibits, specifications, data and project information. A submittal will also be made to the McHenry-Lake County Soil and Water Conservation District (MCSWCD).

12.4 - Stormwater Pollution Prevention Plan (SWPPP) CBBEL will prepare a SWPPP in accordance with the requirements of the as required by Illinois Environmental Protection Agency (IEPA) for the National Pollutant Discharge Elimination System (NPDES) ILR10 General Permit.

Additionally, CBBEL will prepare and submit a Notice of Intent (NOI) to the IEPA for the above-mentioned site. CBBEL will provide the \$750.00 check to satisfy the NOI permit application fee. The \$750.00 permit fee will be billed as a Direct Cost.

B. Additional Services:

We understand that approvals from the Illinois State Historic Preservation Agency (SHPO) and the IDNR will be obtained by others and provided to CBBEL. It should be noted that the required weekly and post-storm inspections are not included in this scope of services.

- 3. <u>Approvals and Authorizations</u>: Consultant shall obtain the following approvals and authorizations:
  - USACE
  - IDNR-OWR
  - McHenry County SMC (if necessary)
  - McHenry Lake Soil Water Conservation District
  - SWPPP

## 4. <u>Commencement Date</u>:

The date of execution of this Task Order by Owner.

## 5. <u>Completion Date</u>:

Assuming a November 11 start date, the estimated completion date would be July 30, 2021 for this Scope of Services.

## 6. <u>Submittal Schedule</u>:

Assuming a November 11 start date, the estimated completion dates are as follows:

Submittal	Due Date:
Tasks 1-4:	December 31, 2020
Tasks 5-8:	March 15, 2021
Task 9-12:	May 2, 2021

This will allow the project to be bid out in May 2021 prior to receipt of permits. Permits may not be received until later in the year based on review times from the regulatory agencies. Construction cannot begin until all permits are received.

## 7. <u>Key Project Personnel</u>:

Names: Darren Olson

## Telephone: 847-823-0500

## 8. <u>Contract Price</u>:

TASK	DESCRIPTION	FEE
1	Kickoff and Project Coordination Meeting	500
2	Tree Survey and Wetland/Waters of US Delineation and	1,125
	Report	
3	Topographic Survey	\$ 5,950
4	Geotechnical Investigation	\$ 2,590
5	Design Field Reconnaissance	875
6	Hydraulic Analysis	\$ 1,875
7	Compensatory Storage Analysis	\$ 2,000
8	Preliminary Design	\$10,000
9	Final Engineering Plans	\$ 3,000
10	Engineer's Opinion of Probable Cost	625
11	Meetings/Coordination	\$ 1,250
12.1	US Army Corps of Engineers Permit	\$ 1,000
12.2	IDNR – OWR Floodway Construction Permit	1,125
12.3	MCSWCD and Stormwater Management Permit	725
12.4	Stormwater Pollution Prevention Plan	<u>\$ 770</u>
	Direct Costs	$\underline{\$}$ 250
	TOTAL NOT TO EXCEED	\$33,660

## 9. <u>Modifications to Contract</u>:

None

## 10. <u>Attachments</u>:

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

Task Order No.

VILLAGE OF LAKE IN THE HILLS

Russ Ruzanski Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

CHRISTOPHER B. BURKE ENGINEERING, LTD.

MM \_\_\_\_\_

Michael Kerr President

## DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Darren Olson

- Title: Vice President, Assistant Department Head
- Address: 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018
- E-mail Address: dolson@cbbel.com

Phone: 847-823-0500

## ATTACHMENT C

### Standard Charges for Professional Services (For Billing Rate Task Orders Only)

<u>Personnel</u> Principal	Charges* <u>(\$/Hr)</u> 265
Engineer VI	205 241
Engineer V	200
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Engineer III	146
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Survey V	220
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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
Direct Costs	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

\*Charges include overhead and profit



# **REQUEST FOR BOARD ACTION**

MEETING DATE: November 10, 2020

**DEPARTMENT:** Public Works

SUBJECT: Building Lease for 8603 Pyott Road

## **EXECUTIVE SUMMARY**

Staff seeks Board approval to enter into a one-year lease with four optional three-month extensions for 8603 Pyott Road with Jameson Pavement Surfaces, Inc.

The Lake in the Hills Airport Rules and Regulations require airport tenants to enter into applicable leases, licenses, or storage agreements for Village-owned hangers and buildings. Jameson Pavement Surfaces, Inc. has been a tenant at the airport since 2013, renting the village-owned building formerly occupied by Snelton at 8603 Pyott Road. Jameson's lease ended on October 31, 2020. The lease renewal requested is for the period of November 1, 2020 through October 31, 2021, with four optional three-month extensions.

Mr. White, representing Jameson Pavement Surfaces, Inc., has signed the appropriate lease form and already has acceptable proof of insurance on file.

## FINANCIAL IMPACT

The Airport Fund will receive \$24,910.92 annually from the building lease. Jameson Pavement is responsible for all utilities associated with the building.

## ATTACHMENTS

1. 8603 Pyott Building Lease

## **RECOMMENDED MOTION**

Motion to authorize the Village President and Village Clerk to sign the building lease for 8603 Pyott Road with Jameson White representing Jameson Pavement Surfaces, Inc.

### VILLAGE OF LAKE IN THE HILLS BUILDING LEASE

Above Space for Recorder's Use Only

TERM OF LEASE		
BEGINNING	ENDING	
November 1, 2020	October 31, 2021	
DATE OF LEASE	MONTHLY RENT	SECURITY DEPOSIT
	\$2,075.91	\$2,500.00

LESSEE/TENANT		LESSOR/LANDLORD	
NAME: Ja	Jameson Pavement Surfaces, Inc.	NAME:	Village of Lake in the Hills
		ADDRESS:	600 Harvest Gate
ADDRESS OF	8603 Pyott Road		Lake in the Hills, IL 60156
PREMISES:	Lake in the Hills, IL 60156		

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a commercial property at 8603 Pyott Road, Lake in the Hills, IL. This Lease includes the building and one acre of land upon which the building sits all of which are depicted in more detail in Exhibit A which is attached hereto and made a part of this Lease.

#### ARTICLE 1: TERM

1.01 This Lease shall commence on November 1, 2020 and terminate on October 31, 2021, unless either Party provides thirty (30) days written notice of termination. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statutes or otherwise, to terminate cancel, quit or surrender any portion of the premises hereunder except in accordance with the expressed terms hereof.

1.02 This lease will automatically renew for a three-month term unless the Lessee or Lessor provides written notice of intent to terminate at least 30 days prior to the end of the current term. All other terms and conditions of this lease shall remain the same. Only four automatic renewals shall be permitted.

1.03 In case of the Premises shall be rendered untenantable by fire or other casualty, Lessor may at his option terminate this Lease, or repair the Premises within thirty days, and failing so to do, or upon the destruction of the Premises the term hereby created shall cease and the Lease shall be terminated without penalty to the Lessor.

## ARTICLE 2:

### APPROVED USES

2.01 The Premises as depicted on **Exhibit A** shall be used, occupied, and maintained by the Lessee for the sole purpose of operating an office, warehouse, and outside storage for landscape and pavement maintenance business by the Lessee and for uses reasonably incidental thereto (hereinafter the "Approved Uses"), and for no other purpose.

2.02 The Lessee agrees to occupy the entire Premises and to properly maintain and operate the Approved Uses at all times during the term(s) of this Lease.

2.03 The Lessee shall not conduct any business activities other than the Approved Uses. Under no circumstances may the premises be used to store vehicles, boats, trailers, or any other recreational or commercial vehicles that are not used as part of the operation or maintenance of the Premises for the Approved Uses.

2.04 The Lessee shall comply with: (a) all applicable governmental laws, ordinances, codes, rules, and regulations and applicable orders and directions of public officers thereunder and (b) all requirements of carriers of insurance on the Premises respecting all matters of occupancy, condition, maintenance, and use of the Premises, whether any of the foregoing shall be directed to the Lessee or the Lessor, including but not limited to any environmental laws or regulations by any local, state, or federal government.

2.05 The Lessee shall not keep on the Premises any inflammables, such as kerosene, naphtha, or benzene or other volatile chemicals or compounds or explosives or any other articles of intrinsically dangerous nature without written permission from Lessor. Gasoline being stored for the purposes of property maintenance will be allowed. The Lessee further shall indemnify, defend, and hold harmless the Lessor from and against any and all liability, loss, damage, expense, penalties, and legal and investigation fees or costs arising from or related to any claim or action for injury or liability brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment of the Premises.

#### ARTICLE 3: RENT

3.01 The amount of rent payable to the Lessor (the "Rent") shall be \$2,075.91. Lessee shall pay Lessor or Lessor's agent the Rent monthly in advance. Payments are due on the first day of each month. Rent for any partial calendar month within the Term shall be prorated on a per diem basis assuming a 30-day month.

3.02 The Lessee agrees to pay all rent and any other amount owing hereunder on the due date thereof to the Lessor at its office at 600 Harvest Gate, Lake in the Hills, Illinois 60156, or to such other person at such other address as the Lessor may from time to time designate in writing. The Lessee hereby agrees that the Lessee's obligation to pay such rent and other amounts shall be absolute and unconditional under all circumstances, including, without limitation, the following circumstances: (a) any setoff counter-claim, recoupment, defense, or other right that the Lessee may have against the Lessor, or anyone else for any reason whatsoever; (b) any damage to, loss, or destruction of the Premises or any interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever, unless directly caused by an act of God or by the negligent acts of Lessor; (c) any insolvency, bankruptcy, reorganization, or similar proceedings by or against the Lessee; and (d) any other event or circumstance whatsoever, whether or not similar to any of the foregoing.

3.03 The Lessee shall also pay the Lessor a late charge upon payment of Rent after the tenth day of any month in the amount of 10 percent of the amount owed. The Lessee's obligation to pay accrued late charges is separate and apart from the Lessee's obligation to pay Rent on the first day of each month. Payment by the Lessee of a late charge shall not be deemed a waiver of or otherwise limit the Lessor's remedies under this Lease.

#### ARTICLE 4: SECURITY DEPOSIT

4.01 The Lessee agrees to deposit with the Lessor a Security Deposit of \$2,500.00 as security for the performance of all covenants and agreements of Lessee hereunder. The Security Deposit is due upon execution of the Lease.

4.02 Lessor may at any time or times apply all or any portion thereof in payment of any amounts due Lessor from Lessee, and upon Lessor's demand Lessee shall in such case during the term of the lease promptly deposit with Lessor such additional amounts as may then be required to bring the Security Deposit up to the full amount stated above.

4.03 Subject to the exception set forth in this Paragraph, such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4.04 If Lessor withholds some or all of Lessee's Security Deposit, Lessor will notify Lessee within thirty (30) days after the end of the lease Term, and Lessee will include an itemized list of damages and the actual or estimated cost of repairs. Otherwise, if no part of the security deposit is withheld, Lessor will return Lessee's security deposit to Lessee within forty-five (45) days after the end of Lessee's lease Term.

#### ARTICLE 5: UTILTIES

5.01 The lessee shall be solely responsible for payment of any and all utilities. The Lessor shall have the option, but not the obligation, in the event such utility payments are overdue, to pay them and such amounts will constitute additional rent by the Lessee to the Lessor.

### ARTICLE 6: CONDITION OF PREMISES; REPAIR

6.01 The Lessee has inspected the Premises and accepts the Premises in an "as is" condition.

6.02 The Lessor agrees to ensure the electrical system, plumbing system, HVAC systems, and locks are in operational order prior to the start of the lease. The existing alarm system shall be disabled. The facility shall be made available in broom clean condition.

6.03 The Lessor and Lessee acknowledge that the premises is currently served by a private water well and a septic tank system. The Lessee is currently satisfied with the existing water well and septic systems. Furthermore, in the event the private water or sanitary sewer service to the premises becomes inoperable and the Lessor determines that it does not want to provide said services to the premises, then the Lessee may terminate the Lease immediately and shall have no further obligation thereunder.

6.04 Upon termination of the Lease, the Lessee shall return the Premises to the Lessor in a clean and orderly, well-maintained and repaired condition, capable of being re-let.

#### ARTICLE 7: COVENANTS

7.01 The Lessee agrees to all of the following covenants:

(a) The Lessee shall not store or accumulate trash or garbage upon the Premises or otherwise commit or allow to be committed any acts on the Premises that constitute a public or private nuisance. The Lessee shall store all trash and garbage within proper receptacles. The Lessee shall not burn any trash or garbage of any kind in, on, or about the Premises. The Lessee shall keep the Premises in a clean, orderly condition.

(b) The Lessee shall not store or accumulate upon the Premises any inoperable motor vehicles, boats, motorcycles, trailers, ATVs, other recreational vehicles, or tires and other parts of the same that are not used as part of the operation and maintenance of the Premise for the Approved Use.

(c) All maintenance to the Premises and other improvements (excluding the major structural items of buildings and improvements) from any cause shall be the sole responsibility of the Lessee and shall be made in a reasonable time period and at the Lessee's expense (unless such damage was caused by the negligence of the Lessor) and same shall comply fully with all applicable laws, ordinances, and other government regulations, codes, and directions. In addition, on a quarterly basis, Lessee and a

representative of the Lessor shall inspect the Premises and develop a listing of maintenance issues to be performed by the Lessee within a reasonable amount of time.

(d) The Lessee shall not erect or install any permanent sign of any kind anywhere in or on the Premises without first meeting all existing Village Zoning regulations and obtaining specific prior written consent of the Lessor, which shall not be unreasonably withheld. After submission of request for a sign, Lessor shall have thirty business days to give its written consent. Unless Lessor specifically denies its consent in thirty business days, Lessor hereby waives its right to object.

(e) The Lessee shall not install any exterior lighting or plumbing fixtures, shades, or awnings or build any enclosures or audio or television antenna, loudspeakers, sound amplifiers, or similar devices on the roof or exterior walls of the buildings without the specific prior written consent of the Lessor which shall not be unreasonably withheld.

(f) The Lessee shall immediately inform the Lessor within seven days, if at any time it becomes defunct or dissolved, either voluntarily or involuntarily. Upon such notice, the Lessor may elect to immediately or within another time period terminate this Lease.

#### ARTICLE 8: REMEDIES

- 8.01 Default by Lessee: Events of default by the Lessee under this Lease shall include:
- (a) The failure of the Lessee to pay any Rent when due;
- (b) The failure of the Lessee to pay the required Security Deposit;
- (c) The failure of the Lessee to pay any accrued late charges within 30 days;
- (d) The failure of the Lessee to perform the repairs described in Article 6 and Article 7 of this Lease.
- (e) The failure of the Lessee to maintain insurance on the Premises in accordance with Article 10 of this Lease;
- (f) The making by the Lessee of an assignment of this Lease without express permission of the Lessor;
- (g) The operation or supervision of any business other than the Approved Uses conducted in, on or about the Premises by the Lessee, or by anyone else, except with the prior specific written consent of the Lessor;
- (h) The failure to adhere to all applicable governmental laws, ordinances, codes, rules, and regulations and applicable orders and directions of public officers thereunder and all requirements of carriers of insurance on the Premises in accordance with Article 2 of this Lease;
- (i) The levying of a writ of execution or attachment on or against the property of the Lessee;
- (j) The doing, or permitting to be done, by the Lessee of any act which creates a mechanic's lien or claim therefore against the Premises or any part of the Premises;
- (k) If the estate created hereby shall be taken in execution or by other process of law or if proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of the Lessee for the benefit of a creditor or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of the Lessee for any

purpose and said proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein discharged within 10 days after the institution of said proceedings;

- (l) Any failure of the Lessee to keep and perform fully any of its covenants, warranties, terms, agreements or obligations under this Lease;
- (m) The abandonment of the Premises by the Lessee or the discontinuance by the Lessee of the proper maintenance and operation of the Approved Uses for a consecutive period of three months or longer;

8.02 In the event of a default hereunder by the Lessee for failure to pay any Rent when due, the Lessor may immediately avail itself of any remedy available to the Lessor at law, equity, or by statute.

8.03 In the event of any other default hereunder by the Lessee other than for failure to pay any Rent when due, the Lessor shall provide the Lessee with Notice of said default and the Lessee shall have ten (10) days to cure said default. If the default is not cured within the ten (10) days, the Lessor may terminate the Lessee's right to possession of the premises and/or it may terminate the Lease and it may re-enter the Premises using such force as may be necessary and in compliance with applicable law and remove all persons, fixtures, property and equipment therefrom and the Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of possession of the term of this Lease. The Lessor may also avail itself of any remedy available to the Lessor at law, equity, or by statute.

8.04 Default by Lessor: Any failure of the Lessor to keep and perform any of its covenants, warranties, terms, agreements, or obligations under this Lease shall be considered an event of default.

8.05 In the event of any default by the Lessor, the Lessee shall provide the Lessor with notice of said default and the Lessor shall have ten (10) days to cure said default, if the cure can, in fact, be remedied within ten (10) days. In the Lessor fails to cure the default within the applicable time, the Lessee may immediately terminate this Lease and pursue any other remedy available to the Lessee at law, equity, or by statute.

#### ARTICLE 9: TAXES

9.01 The Premises are owned by the Lessor and is currently tax-exempt. Therefore, in event the Lessee's operations on or use of the Premises or this lease cause a tax to be assessed against, levied upon, or otherwise become payable in respect of the Premises or the use thereof, the Lessee shall pay all taxes relating to the Premises or to this Lease, including all real estate taxes, personal property taxes and leasehold taxes, unforeseen as well as foreseen, that are assessed against, levied upon and become payable in respect of the Premises or the use thereof during the term(s) of this Lease. Such payment of taxes by Lessee shall be in addition to the payment of Rent.

#### ARTICLE 10: INSURANCE; INDEMNIFICATION

10.01 The Lessee shall, at Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy of premises liability or an umbrella policy that includes property damage insurance with respect to the Premises and any improvements or any other occupant of the Premises, in which the limits of public liability shall not be less than \$1 million per occurrence. The policy shall name the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor 30 days prior written notice thereof. The insurance shall be with companies licensed to do business in the State of Illinois subject to reasonable approval by the Lessor. The insurance shall be in a form reasonably acceptable to the Lessor and a copy of the policy and a certificate of insurance shall be delivered to the Lessor prior to the commencement of the Lease. Such coverage shall apply as primary insurance with respect to any other insurance or self- insurance programs of the Village and shall include cross liability coverage. In the event the Lessee shall fail to procure said insurance, the Lessor may, but shall be

under no obligation to, procure such insurance in which event the Lessee agrees to pay to the Lessor, as additional rent, the amount of premium therefore on the first day of the month following the month in which the Lessor notifies the Lessee of the amount of premium due hereunder.

10.02 Except only to the extent otherwise prohibited by law, the Lessee covenants and agrees to indemnify and hold harmless the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorneys fees, the Lessor may be required to pay as a result of acts and/or omissions of the Lessee or any agent, employee or subcontractor of the Lessee.

10.03 Lessee's Contractors, Subcontractors, and Independent Contractors. Lessee shall require that each and every one of its Contractors and Subcontractors and any Independent Contractors operating on the Premises carry, in full force and effect during the performance of this Agreement, insurance coverage of the type which Lessee is required to obtain under the terms of this Article, including regarding additional insureds, with limits of at least \$1,000,000 for each type of insurance.

#### ARTICLE 11: IMPROVEMENTS; MECHANIC'S LIENS

11.01 All non-routine repairs, any construction, and all substantial modifications or alterations to the property made by the Lessee to the Premises shall be done or contracted for only with the Lessor's specific prior written consent which consent shall not be unreasonably withheld. Any of the foregoing that the Lessee undertakes shall be done at the Lessee's sole cost and expense and none of the foregoing nor any other act shall be allowed or suffered which may create any mechanic's lien or claim for lien against the Premises.

#### ARTICLE 12: ASSIGNMENT OR SUBLETTING

12.01 The Lessee agrees not to assign, encumber, or in any manner transfer this Lease or any interest hereunder and not to permit the use or occupancy of the Premises, whether by license, concession or otherwise by anyone other than the Lessee without the specific prior written consent of the Lessor, which consent is in the sole discretion of the Lessor.

#### ARTICLE 13: SURRENDER OF PREMISES; HOLD OVER

13.01 At the expiration of the tenancy hereby created, whether by lapse of time or otherwise, or upon termination of the Lessee's right of possession, the Lessee shall immediately surrender possession of the Premises to the Lessor in good condition. If such possession is not immediately surrendered, then the Lessor may immediately enter the Premises and possess itself thereof and remove all persons and effects therefrom using such force as may be necessary and in compliance with applicable law. If the Lessee shall fail or refuse to remove all of the Lessee's property from the Premises, then the Lesser shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to the Lessor without any cost either by set-off, credit, allowance, or otherwise, and the Lessor may at its option accept title to such property, or at the Lessee's expense may remove the same or any part thereof in any manner that the Lessor shall choose and store the same without incurring liability to the Lessee or any other person.

13.02 It is agreed and understood that any holding over by the Lessee of the Premises at the expiration or cancellation of this Lease shall obligate lessee to pay two times the current monthly rental, and in addition the Lessee shall be liable to the Lessor for all loss or damage on account of any holding over against the Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by the Lessor from the Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after any judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand, or suit or imply consent for any action for which the Lessor's consent is required or operate as a waiver of any right of the

Lessor to retake and resume possession of the Premises and remove the structures.

#### ARTICLE 14: COSTS AND FEES

14.01 The Lessee shall upon demand pay all of the Lessor's costs, charges, and expenses, including fees of attorneys, agents, and others retained by the Lessor, incurred in enforcing or interpreting or construing any of the obligations of Lessee under this Lease or in any litigation, negotiation, or transaction in which the Lessor shall, without the Lessor's fault, become involved through or on account of this Lease. In the event it becomes necessary for the Village to file or defend any suit to enforce, interpret, or construe this Lease or any provision contained herein and prevails; the Village shall be entitled to recover, in addition to all other remedies or damages provided for in this Lease, reasonable attorneys' fees and costs incurred in such suit at trial or on appeal or in connection with any bankruptcy or similar proceeding.

#### ARTICLE 15: SUCCESSORS AND ASSIGNS

15.01 The terms, covenants, and conditions hereof shall be binding upon, apply, and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto. No rights, however, shall inure to the benefit of any assignee or sub-lessee of the Lessee except only if such assignment or sublease has been specifically consented to by the Lessor in writing as provided herein.

#### ARTICLE 16: REMEDIES CUMULATIVE

16.01 All rights and remedies of the Lessor enumerated in this Lease shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently as often as occasion therefor arises.

## ARTICLE 17:

## MISCELLANEOUS

17.01 The necessary grammatical changes required to make the provisions of this Lease apply to the past, present, and future and in the plural sense where appropriate and to corporations, associations, partnerships, or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

17.02 The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease.

17.03 Venue for any legal action under this Lease shall be in the  $22^{nd}$  Judicial Circuit Court of McHenry County.

17.04 All of the covenants of this Lease are independent covenants. If any provisions of this Lease are found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then the remainder of the Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

17.05 This Lease shall not be binding or fully executed until appropriate approvals by the Corporate Authorities of the Village of Lake in the Hills have been duly obtained.

17.06 The Village of Lake in the Hills reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. (FAA Order 5190.6A—AGL-600)

17.07 The Village of Lake in the Hills reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard. (FAA Order 5190.5A—AGL-600)

17.08 This (lease shall be subordinate to the provisions of and requirements of any existing or future agreement between the (Owner) and the United States, relative to the development, operation, or maintenance of the airport (FAA Order 5190.6A—AGL-600)

17.09 The Lessee (licensee, permitee, contractor, etc.) agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the (leased) premises, or in the event of any planned modification or alteration of any present or future building or structure situation on the (leased) premises. (FAA Order 5190.6A—AGL-600)

17.10 There is hereby reserved to the (Owner), its successors and assign, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein (leased). This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Lake in the Hills Airport. (FAA Order 5190.6A—AGL-600)

17.11 The Lessee (licensee, permittee, contractor, etc.) by accepting this expressly agrees for itself, its successors, and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder above a mean sea level elevation of \_\_\_\_\_\_ fee. In the event the aforesaid covenants are breached, the Owner reserves the right to enter upon the land (leased) hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee. (FAA Order 51906A—AGL600)

17.12 The Lessee (licensee, permitee, contractor, etc.) by accepting this (lease) agrees for itself, its successors, and assigns that it will not make use of the (leased) premises in any manner, which might interfere with the landing and taking off of aircraft from Lake in the Hills Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby (leased) and cause the abatement of such interference at the expense of the Lessee. (FAA Order 5190.6A—AGL-600)

17.13 It is clearly understood by the Lessee or Permittee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform. (Assurance 22—FAA Order 5190A—AGL-600)

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#### ARTICLE 18: NOTICES

18.01 Any notices required or desired to be given under this Lease shall be in writing may be (i) personally served, (ii) sent by certified mail, return receipt requested, (iii) sent by overnight express delivery, or (iv) by facsimile transmission. Any notice shall be addressed to the party to receive it at the following address or at such other address as the party may from time to time direct in writing:

To the Lessee at:	Jameson Pavement Surfaces, Inc. C/O Jameson R. White 123 West Green Meadows Boulevard Streamwood, IL 60107
and to the Lessor at:	
	Village of Lake in the Hills
	600 Harvest Gate
	Lake in the Hills, Illinois 60156
	Attention: Village Administrator
with a copy to:	
	Village of Lake in the Hills
	9010 Haligus Road
	Lake in the Hills, Illinois 60156
	Attention: Airport Manager

Personal and Express Delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three days after deposit with the United States Postal Service. Facsimile notices shall be deemed given upon the date of transmission, provided that compliance is made with the remaining obligations of this Article 18.

#### ARTICLE 19: PRIOR AGREEMENTS

19.01 This Lease replaces and supersedes any other written or oral prior agreement, arrangement, or understanding between the Lessee and the Lessor or its agent, which prior agreement(s) shall be considered null and void and of no further effect whatsoever as of the date hereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above.

LESSOR:

VILLAGE OF LAKE IN THE HILLS

By: \_\_\_\_\_\_ Russ Ruzanski, Village President

Attest:

Cecilia Carmen, Village Clerk

LESSEE: JAMESON PAVEMENT SURFACES, INC.

By: \_\_\_\_\_

Jameson R. White

Attest: \_\_\_\_\_

Title:

## Exhibit A

## 8603 Pyott Road, Lake in the Hills, IL

