



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

DECEMBER 8, 2020
7:30 P.M.
REVISED AGENDA

Due to the Governor's order restricting gatherings of people, and in an effort to minimize the potential spread of COVID-19, the Village reserves the right to restrict attendance to the meetings. The Village encourages anyone who wishes to address the Village Board to submit a written statement to be read aloud at the meeting. Please submit such a written statement to Village Administrator Fred Mullard at fmullard@lith.org by **4pm on December 8, 2020**. You may also join the meeting remotely by using your phone and dialing 1-408-650-3123, access code 507-960-093. When you join the meeting, please announce yourself as a member of the public. If you wish to comment, you will be allowed to do so during the Audience Participation portion of the meeting. Please be aware that the meeting will be recorded.

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. Authorization for Indemnification
2. Ordinance Ratifying the Liquor Commissioner's Authorization of Sale of Alcoholic Beverages with Carryout, Curbside Pickup, and Delivery Orders
3. Ordinance Amending Chapter 3, Section 3.07, Administrator, Subsection B "Duties" of the Municipal Code
4. Ordinance approving the 2021 Fiscal Year Budget

B. Finance

1. Ordinance approving the 2020 Tax Levy Abatement
2. Ordinance approving the 2020 Tax Levy
3. Ordinances approving the 2020 Special Services Area Tax Levies

C. Public Works

1. Three Master Contracts for Professional Engineering Services for Fiscal Year 2021
2. Building Lease for 8399 Pyott Road Maintenance Hangar
3. Ordinance Amending the Lake in the Hills Airport Hangar Electrical Service Fees
4. Informational Item concerning Airports TIPS Requests for 2021 through 2026

D. Community Development

1. Ordinance approving the rezoning of 1126 W. Algonquin Road

5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Bogdanowski
 - D. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - E. Trustee Bojarski
 - F. Trustee Murphy
 1. Parks and Recreation Board Liaison Report
6. Village President
 - A. Annual Appointments (Thursday)
7. Audience Participation
8. Adjournment

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

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

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: December 8, 2020
DEPARTMENT: Administration
SUBJECT: Authorization for Indemnification

EXECUTIVE SUMMARY

According to state statute, the creation of a liability against the Village requires Board approval. As such, staff is requesting Board approval to proceed with three contracts that contain liability in the indemnification clause of their Terms of Service. This approval and authorization is required prior to completing the transaction, despite the transaction being within the spending authority of the Village Administrator or Department Heads.

The Village currently has the following three purchases that include indemnification clauses requiring Board approval:

ArchiveSocial - The Administration Department, Police Department, and the Lake in the Hills Airport utilize social media archiving software to retain social media records in compliance with the Freedom of Information Act (FOIA).

KnowBe4.com - Security Awareness Training planned for FY21 to educate staff on how they can help protect the Village's network by recognizing phishing or other cyber-attacks.

Comcast Business Services - The Village currently utilizes E-Vergent for internet services to Village Hall and Comcast Business Services for both Public Works and Police. Bringing Comcast Business Services to Village Hall will improve the network speed and increase productivity.

Each of the indemnification clauses have been attached for your review.

FINANCIAL IMPACT

The 2021 budget request includes funds for the following expenditures:

1. ArchiveSocial in the amount of \$4,788.00
2. KnowBe4 in the amount of \$2,500.00
3. Comcast Business Services to Village Hall is \$1,866.16

ATTACHMENTS

1. ArchiveSocial Terms of Service (Exhibit A)
2. KnowBe4.com Terms of Service (Exhibit B)
3. Comcast Business Services Terms of Service (Exhibit C)

RECOMMENDED MOTIONS

1. Motion to approve and authorize the Village Administrator to execute the ArchiveSocial Terms of Service.
2. Motion to approve and authorize the Village Administrator to execute the KnowBe4.com Terms of Service.
3. Motion to approve and authorize the Village Administrator to execute the Comcast Business Services Terms of Service.

EXHIBIT A - ArchiveSocial

which You may have paid in advance, regardless of the reason You cease to use such Service or choose to cancel Your subscription to such Service, although We may elect to provide such a full or partial refund in Our sole discretion. If You change subscription plans during the term of Your current subscription to the Service, You may be eligible for a *pro rata* credit against the cost of any new Service fee or subscription amount based on the remaining unused and prepaid portion of Your prior subscription.

7. PRIVACY STATEMENT AND SECURITY

We treat Your privacy seriously and respect Your concerns about how We may gather and/or use Your Archived Content. While We cannot guarantee the privacy and security of Your Archived Content, We will use commercially reasonable efforts consistent with other businesses of a similar size and nature to help ensure the safety of Your Archived Content. However, as more fully described in the Privacy Policy, You acknowledge and agree that We cannot and do not represent, warrant, covenant or guarantee that the Website, the Service or Your Archived Content are invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities.

In addition, when You initially access the Website, and on occasions when You access the Website thereafter, We may collect certain data in addition to the data collected during registration for the Services. Our Privacy Policy will govern how We may collect and use this data.

By assenting to these Terms and using this Website and the Services, You evidence Your agreement with, and understanding of, the Privacy Policy accessible on Our Website. You may read and review our Privacy Policy at <https://archivesocial.com/privacy>. YOU ARE ENCOURAGED TO PRINT AND TO READ THE PRIVACY POLICY CAREFULLY AND TO CONTACT US WITH ANY QUESTIONS THAT YOU MAY HAVE BEFORE COMMENCING YOUR USE OF THE WEBSITE OR THE SERVICE.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification By Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the Services infringe or misappropriate such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to the Services, We may in Our discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties herein, (ii) obtain a license for Your

continued use of such Services in accordance with these Terms, or (iii) terminate Your subscriptions for such Services upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that our Services are the basis of the Claim Against You; (2) a Claim Against You arises from the use or combination of Our Services or any part thereof with software, hardware, data, or processes not provided by Us, if Our Services or use thereof would not infringe without such combination; (3) a Claim Against You arises from Services under an Order Form for which there is no charge; or (4) a Claim Against You arises from Archived Content or Your use of the Services in violation of these Terms.

8.2 Indemnification by You. You will defend Us and Our Affiliates against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that (a) any of Your Archived Content or Your use of Your Archived Content with Our Services, (b) a third party application provided by You, or (c) the combination of a third-party application provided by You and used with Our Services, infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Archived Content in an unlawful manner or in violation of these Terms (each a "**Claim Against Us**"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

8.3 Exclusive Remedy. This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 8.

9. WARRANTY; DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

9.1 Mutual Representations and Warranties. Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the law of its state of incorporation and has the full power and authority to execute, deliver and perform these Terms, and (ii) these Terms have been duly and validly executed and constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH

EXHIBIT B - KnowBe4

OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

12. Indemnification.

12.1 KnowBe4 Indemnity Obligations. KnowBe4 will defend and indemnify Customer from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded against Customer, as approved via a court-approved settlement, or via binding mediation or arbitration arising from a claim by a third party that Customer's authorized use of a Product infringes that third party's United States patent, copyright, or trade secret rights. The foregoing indemnification obligation of KnowBe4 is contingent upon Customer promptly notifying KnowBe4 in writing of such claim (provided the failure or delay in doing so will not relieve KnowBe4 from any obligations to indemnify Customer except to the extent that such delay or failure materially prejudices the defense of such claim), permitting KnowBe4 sole authority to control the defense or settlement of such claim and providing KnowBe4 reasonable assistance (at KnowBe4's sole expense) in connection therewith. If a claim of infringement under this Section occurs, or if KnowBe4 determines a claim is likely to occur, KnowBe4 will have the right, in its sole discretion, to either (a) procure for Customer the right or license to continue to use the Products free of the infringement claim; or (b) modify the Products to make them non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to KnowBe4, KnowBe4 may, in its sole discretion, immediately terminate this Agreement and related Quote and, upon return of the infringing Products from Customer, provide a prorated refund for any prepaid, unused fees for such Products for the remainder of the applicable subscription Term. Notwithstanding the foregoing, KnowBe4 will have no obligation with respect to any claim of infringement that is based upon or arises out of: (a) the use or combination of the Products with any hardware, software, products, data, or other materials not provided by KnowBe4; (b) modification or alteration of the Products by anyone other than KnowBe4; (c) use of the Products in excess of the rights granted in this Agreement; or (d) any specifications or other intellectual property provided by Customer (collectively, the "**Excluded Claims**"). The provisions of this Section state the sole and exclusive obligations and liability of KnowBe4 and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Products or this Agreement, and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

12.2 *Customer Indemnity Obligations.* Customer will defend and indemnify KnowBe4 and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) incurred by KnowBe4 as a result of any claim by a third party arising from: (a) Customer's use of the Products in breach of this Agreement, (b) KnowBe4's authorized use of the Customer Data; or (c) the Excluded Claims. The foregoing indemnification obligation of Customer is contingent upon KnowBe4 promptly notifying Customer in writing of such claim (provided the failure or delay in doing so will not relieve Customer from any obligations to indemnify KnowBe4 except to the extent that such delay or failure materially prejudices the defense of such claim), permitting Customer sole authority to control the defense or settlement of such claim, provided that Customer may not settle any such claim unless it unconditionally releases KnowBe4 of all liability, and providing Customer reasonable assistance (at Customer's sole expense) in connection therewith.

13. Limitations of Liability.

13.1 NEITHER KNOWBE4 NOR ITS VENDORS OR LICENSORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM, OR ARISING OUT OF, THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF KNOWBE4 AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CUSTOMER FOR THE PRODUCT OR SERVICE AS TO WHICH THE LIABILITY RELATES, IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and KnowBe4's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply, regardless of the form of lawsuit or claim a party may bring, whether in tort, contract, or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

EXHIBIT C - Comcast

SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF COMCAST AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS ("ASSOCIATED PARTIES") FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE COMCAST EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

6.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMCAST DOES NOT WARRANT THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

6.3 COMCAST MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

6.4 IN NO EVENT SHALL COMCAST, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

6.5 **DISRUPTION OF SERVICE.** The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from High Risk Activities. Comcast shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including but not limited to, causes attributable to Customer or Customer-Equipment; inability to obtain access to the Service Locations; failure of any television signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

6.6 Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast and its Affiliates and agents is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Subject to Article 6, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, providers, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts, arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to: (i) any Claim of any third party resulting from the negligence or willful act or omission of Indemnifying Party arising out of or related to the Agreement, the obligations hereunder, and uses of Services, Comcast Equipment, and Licensed Software; and (ii) any Claim of any third party alleging infringement of a U.S. patent or U.S. copyright arising out of or related to this Agreement, the obligations hereunder, and the use of Services, Comcast Equipment, and Licensed Software.

7.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of Article 7 hereof. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume

the defense of any Action with counsel of its own choosing but which is reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 7A. BINDING ARBITRATION

7A.1 **Purpose.** If Customer has a Dispute (as defined below) with Comcast that cannot be resolved through an informal dispute resolution process between the parties, Customer or Comcast may elect to arbitrate that Dispute in accordance with the terms of this arbitration provision ("Arbitration Provision") rather than litigate the Dispute in court. Arbitration means the parties will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

7A.2 **Definitions.** The term "Dispute" means any dispute, claim, or controversy between you and Comcast regarding any aspect of Customer's relationship with Comcast, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "Comcast" means Comcast and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

7A.3 **Right to Opt Out.** IF CUSTOMER DOES NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, CUSTOMER MUST NOTIFY COMCAST IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE COMPANY EXECUTED THE AGREEMENT BY VISITING, WHEN AVAILABLE, www.xfinity.com/commercialarbitrationoptout OR BY MAIL TO COMCAST 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/COMMERCIAL SERVICES ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND COMCAST ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY COMCAST. IF CUSTOMER HAS PREVIOUSLY NOTIFIED COMCAST OF ITS DECISION TO OPT OUT OF

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ARBITRATION, CUSTOMER NEED NOT PROVIDE NOTICE AGAIN.

7A.4 **Initiation of Arbitration Proceeding/Selection of Arbitrator.** If Customer or Comcast elect to resolve a Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, www.adr.org under the Commercial Arbitration Rules of the American Arbitration Association "AAA."

7A.5. **Arbitration Procedures.**

(a) Because the Service(s) provided to Customer by Comcast concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where Customer receives the Service from Comcast may apply to and govern the substance of any Disputes. No state statute pertaining to arbitration shall be applicable under this Arbitration Provision.

(b) If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Customer's dispute with Comcast. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

(c) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

(d) The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

(e) If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.



REQUEST FOR BOARD ACTION

MEETING DATE: December 8, 2020

DEPARTMENT: Administration

SUBJECT: Ordinance Ratifying the Liquor Commissioner's Authorization of Sale of Alcoholic Beverages with Carryout, Curbside Pickup, and Delivery Orders

EXECUTIVE SUMMARY

With the transition of Tier 1 COVID-19 restrictions directed by the Governor, indoor dining is shutdown. In the same manner that similar restrictions were put in place in the Spring, the Liquor Commissioner authorized expanded sale of alcoholic beverages pursuant to state statutes. An ordinance is presented to ratify the decision of the Liquor Commissioner authorizing sale of alcoholic beverages with carryout, curbside pickup, and delivery orders in liquor license classifications A, A-1, and D. This would be in effect through June 2, 2021, or until the prohibition of indoor dining/drinking is discontinued, whichever occurs first.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Ordinance

RECOMMENDED MOTION

Motion to approve an ordinance ratifying the Liquor Commissioner's authorization of sale of alcoholic beverages with carryout, curbside pickup, and delivery orders.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020 - _____

An Ordinance Ratifying the Liquor Commissioner's October 30, 2020 Authorization of the Sale of Alcoholic Beverages with Carryout, Curbside Pickup, and Delivery Orders

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, in light of businesses being adversely impacted by the COVID-19 health crisis, specifically restaurants and other liquor serving establishments which are currently under directive of the Illinois Department of Public Health to not allow indoor patronage for food and beverage consumption, the state legislature has allowed municipalities to allow for expanded sale and delivery of alcoholic beverages for offsite consumption pursuant to 235 ILCS 5/6-28.8; and

WHEREAS, the Village wishes to assist restaurants and other liquor serving establishments continue operating and generating revenue, and wishes to promote safety protocols to encourage individuals to enjoy the fares of local restaurants and other liquor serving establishments at home.

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: The Liquor Commissioner's plenary authorization for carry out, curbside pickup, and delivery of alcoholic beverages, as stated in the attached Exhibit A, is hereby approved and ratified by the Village Board as to liquor license classifications A, A-1, and D, to continue in effect through June 2, 2021, or until the prohibition of indoor dining/drinking is discontinued, whichever occurs first.

SECTION 2: In all other respects, the requirements of the Village Code, 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 immediately upon its approval, notwithstanding its publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 10 day of December 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 DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____



EXHIBIT A

600 Harvest Gate
Lake in the Hills, IL 60156

(847) 960-7400
Fax: (847) 960-7415
www.lith.org

October 30, 2020

Boulder Ridge Country Club
Attn: Jim Dziekan
350 Boulder Drive
Lake in the Hills, IL 60156

Re: Sale of Alcoholic Beverages with Carryout, Curbside Pickup, and Delivery Orders

Dear Jim Dziekan:

In light of new state regulations going into effect on October 30, 2020, restricting dining and drinking indoors, as the Village Liquor Commissioner, I am authorizing your establishment to sell packaged mixed drinks, beer and wine with and as part of carryout, curbside pickup, and delivery through June 2, 2021, or until the prohibition of indoor dining/drinking is discontinued, whichever occurs first.

The type of alcoholic beverage(s) sold by the establishment must still comport with the regular liquor license classification. For example, a license that provides for sale of beer and wine only may not sell mixed drinks.

Original Packaging:

Beer and wine can be sold with offsite orders provided that it is in its original packaging, and sold as part of a prepackaged unit (i.e., a four-pack or six-pack depending upon the distributor's original packaging methods). Individual sales of beer cans or bottles are not permitted. An individual, unopened bottle of wine constitutes packaged liquor for purposes of this letter. Furthermore, mixed drinks may be sold in a "sealed container":

"Sealed container" means a rigid container that contains a mixed drink, is new, has never been used, has a secured lid or cap designed to prevent consumption without removal of the lid or cap, and is tamper-evident. "Sealed container" does not include a container with a lid with sipping holes or openings for straws unless such container is in a sealed outer packaging or container that is tamper-evident.

Requirements for Carry Out, Curbside Pickup, and Delivery of Alcoholic Beverages:

The recipient of any carry out, curbside pickup, and delivery of alcoholic beverages must display a valid Illinois Driver's License or State ID indicating the recipient is at least 21 years of age to a BASSET certified employee prior to the recipient receiving any alcoholic beverage(s).

Also, any curbside pickup or delivery of alcoholic beverages must be accompanied with prepared food as part of the order. Therefore, a bar which is not regularly licensed to prepare food may provide for carry out (only) of alcoholic beverages in the establishment, but may not provide curbside pickup or delivery. A restaurant licensed to prepare food may provide for carry out of alcoholic beverages in the establishment with or without a food order. They may also provide for curbside pickup and delivery of alcoholic beverages but only in conjunction with a food order.

Delivery of alcoholic beverages must be performed by a BASSET certified employee at least 21 years of age, cannot be done by a third party delivery service (e.g. Grubhub, Uber Eats, DoorDash), and must otherwise be done in accordance with the requirements stated in 235 ILCS 5/6-28.8.

Other Items:

Furthermore, you are able to offer outdoor service of food/beverage, in accordance with the regulations issued by the Illinois Department of Public Health under the Tier 1 guidelines.

Please contact the Village if you are interested in putting up any sort of outdoor shelter (pavilions, tents) to ensure compliance with the Village requirements and permitting process. Please note that, under current state law, outdoor structures that are not open on at least two sides are considered indoor space. All license holders are still subject to all applicable federal, state, and local law.

The Village offers this as part of its efforts to promote our local establishments in this difficult time. We hope this measure helps alleviate the challenges you are facing in some small way.

Sincerely,



Russ Ruzanski, Village President
and Liquor Commissioner



REQUEST FOR BOARD ACTION

MEETING DATE: December 8, 2020

DEPARTMENT: Administration

SUBJECT: Ordinance Amending Chapter 3, Section 3.07, Administrator, Subsection B
"Duties" of the Municipal Code

EXECUTIVE SUMMARY

Staff requests the Board consider a change to the Municipal Code to delegate authority to negotiate and execute short-term leases of Village property to the Village Administrator. Short-term leases of Village property are primarily for Airport hangar leases, but may also include other properties. State statutes would require Village Board action on more than 20 of these leases every year. The statute, 65 ILCS 5/11-76-1, allows delegation of the authority for leases not exceeding two years. Amending Chapter 3 of the Municipal Code will allow the Village Administrator to execute short-term leases.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance amending Chapter 3, Section 3.07, Village Administrator, of the Lake in the Hills Municipal Code.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020 - _____

An Ordinance Amending Section 3.07, Village Administrator, of the Lake in the Hills Municipal Code

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, the Village recognizes that it owns and maintains real estate and buildings, some of which are incidental to the public purpose primarily served by surrounding real estate and buildings, and for which the highest use to the Village and its taxpaying residents and businesses sometimes is to lease such properties to individuals and entities; and

WHEREAS, the Village recognizes that negotiating and entering into short term leases of such properties is best done as an administrative function.

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: That Chapter 3, Section 3.07, Administrator, Subsection B, Duties, shall be amended to add the following to the end of the portion of the Subsection titled “Fiscal Management,” without otherwise altering the existing language (added language underlined):

Fiscal Management:

1. Prepare and present on behalf of all departments a comprehensive operating budget and capital improvements budget annually, including all funds of the Village without exception, and submit it to the Village Board together with a message describing the important features, and be responsible for its administration after adoption.
2. Prepare and submit to the Village Board, at the end of the fiscal year, a complete report on the finances and administrative activities of the Village for the preceding year.
3. Keep the Village Board advised of the financial condition and future needs of the Village, and make such recommendations as he/she shall deem advisable.
4. Recommend to the Village Board adoption of such measures as deemed necessary or expedient for the health, safety and welfare of the Village, or the improvement of the administrative services.
5. Supervise the purchase of all budgeted materials, supplies and equipment in accordance with the purchasing guidelines established by the Village Board.

6. Pursuant to Chapter 9, Bidding and Contract Procedures, of this Code, let contracts necessary for the operation and maintenance of Village services; receive sealed bids for purchases or contracts unless otherwise waived by the Village Board; and present the contracts and bids to the Village Board for approval. Advise the Village Board on the advantages and disadvantages of contract and bid proposals. Issue rules governing purchasing procedures within the administrative organization.

7. Negotiate, authorize, and execute commercially reasonable leases, not to exceed two (2) years, of Village-owned buildings, including portions thereof, and to include reasonably necessary real estate, for which there is no existing or planned public use which would be disrupted or interfered with by the lease of the building and/or real estate.

SECTION 2: In all other respects, the requirements of the Village Code, 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 immediately upon its approval, notwithstanding its publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 10th day of December, 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 DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____



REQUEST FOR BOARD ACTION

MEETING DATE: December 8, 2020
DEPARTMENT: Administration
SUBJECT: Ordinance – 2021 Fiscal Year Budget

EXECUTIVE SUMMARY

Attached is the proposed Budget Ordinance for the 2021 Fiscal Year as discussed at the budget workshop held on November 17, 2020. The proposed budget was made available to the public on November 13, 2020 via the Village's website at www.lith.org and at Village Hall. The public hearing is scheduled for Tuesday, December 8, 2020 at 7:15 p.m. at Village Hall.

FINANCIAL IMPACT

The total fund balance draw down across all 19 funds of the Village is a net (\$648,487) which is addressed in detail on pages 26 – 27 of the FY 2021 Annual Budget document. A summary of the most pertinent changes in fund balances are summarized below:

General Fund – (\$828,322)

- The decrease in fund balance is driven primarily by lower revenue projections across almost all revenue sources due to the COVID-19 pandemic. There is a projected decrease of -\$828,322 in the General Fund fund balance as of December 31, 2021. This drawdown represents approximately 4.6% of the FY 21 budgeted expenditures of \$18.2 million. As a result of a 1,200,000 CURE Grant, the General Fund is projected to add just over \$1,600,000 in FY 20, putting fund balance reserves at 93%. The drawdown in FY 21 will put reserves at 79%.

Lakes Projects Fund – (\$309,321)

- The Lake Projects Fund is responsible for the quality of the lakes located in the Village. The fund balance is projected to decrease by -\$309,321 due to engineering and construction costs associated with the Reach 11 streambank stabilization project. This fund is estimated to have approximately \$502,581 in fund balance at the start of FY 21. The ending fund balance is estimated to be roughly \$193,260 at the end of FY 21 due to using the money for the aforementioned project during the year.

Special Service Area #5 (SSA #5) Fund – (\$141,586)

- This fund was established to account for costs related specifically to the Spring Lake Farm South subdivision. The fund balance is projected to decrease by -\$141,586 mainly due to the Wedgewood pond stabilization project scheduled in FY 21. These funds are earmarked for providing services and for future capital improvements and projects for this area.

Airport O & M Fund - (\$139,616)

- This fund accounts for the operating and maintenance expenses of the airport operations and also the construction of airport improvements including federal and state funded projects. The fund balance is expected to decrease by -\$139,616 due to engineering and construction costs related to a runway expansion project and the corresponding loss of fuel sales revenue due to temporary runway closures.

Capital Improvement Plan (CIP) Fund - (\$103,395)

- This fund accounts for all the capital asset purchases and projects of the General Fund and operating departments. The fund balance is projected to decrease by -\$103,395. The CIP Fund is the only fund that will end FY21 with a projected fund balance less than 25% of prior year operating expenses. The main reason for the drawdown is the result of a transfer to the General Fund in the amount of \$230,000. Additionally, projects have been scrutinized and prioritized, some were postponed and some were eliminated in order to operate with the limits of the Fund's dedicated revenue source, utility taxes.

Water O & M Fund - \$776,703

- The Water Operating and Maintenance Fund is designated for the installation and maintenance of the Village's water system, while also accounting for the construction of water system improvements which expand the capacity of the water system and funding capital equipment and other project expenditures. The fund balance is projected to increase by \$776,703 as a result of the completion of the SSA #51 water main project, which accounts for a majority of the projected -\$769,262 decrease in FY 20. Fund revenues are projected to decrease slightly in FY 21 but in the absence of any additional large capital project expenditures, the fund balance is expected to increase by the aforementioned \$776,703. The increase to fund balance will be used for future capital projects related to the water system, as well as helping to limit increases to water user rates in the future.

Motor Fuel Tax (MFT) Fund - \$97,434

- This fund accounts for capital improvements to the Village's streets and bridges. The fund balance is projected to increase by \$97,434 during FY 21 due to the receipt of REBUILD Illinois grant money that will need to be spent within a year. The projected fund balance at the end of FY 21 is expected to be \$2,169,555 which will be allocated to future street capital improvement projects.

ATTACHMENTS

1. An Ordinance establishing a Budget for the Village of Lake in the Hills for the 2021 Fiscal Year
2. Certification of Annual Budget for the 2021 Fiscal Year for the Village of Lake in the Hills
3. Exhibit A - Fiscal Year 2021 Budget

RECOMMENDED MOTION

Motion to approve the attached ordinance establishing a Budget for the Village of Lake in the Hills for the 2021 Fiscal year.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020- _____

**An Ordinance Establishing a Budget for the
Village of Lake in the Hills
for the 2021 Fiscal Year**

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

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

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

SECTION 1: That the budget for the 2021 Fiscal Year for the Village of Lake in the Hills, attached hereto as Exhibit A and made a part hereof, is hereby approved.

SECTION 2: That the wages for all regular non-represented municipal positions be increased per the Personnel Rules & Regulations, Section XX: Pay Philosophy, Evaluation Program and Compensation Plan approved by the Village Board on November 14, 2019. Cost of Living Adjustments (COLA) to be effective January 1, 2021 and merit/performance pay to be effective the first full pay period in July 2021.

SECTION 3: That authorized full-time employee staffing levels for the Fiscal Year Ending December 31, 2021 shall be as follows:

Administration Department	-	6 Full-Time Employees
Community Development Department	-	5 Full-Time Employees
Finance Department	-	8 Full-Time Employees
MIS Department	-	2 Full-Time Employee
Police Department	-	47 Full-Time Employees
Public Works Department	-	40 Full-Time Employees
Recreation Department	-	<u>2</u> Full-Time Employees
Total	-	110 Full-Time Employees

SECTION 4: That all reimbursements made to employees for eligible tuition costs, book costs, and lab fees in accordance with the Educational Assistance Program contained in Section VII of the Personnel Rules and Regulations Manual shall be limited to \$3,000.00 per employee, or as defined by employment contract, for the Fiscal Year Ending December 31, 2021.

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

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

Passed this 10th day of December, 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 DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

**CERTIFICATION OF ANNUAL BUDGET
FOR THE 2021 FISCAL YEAR
FOR THE VILLAGE OF LAKE IN THE HILLS**

I, WAYDE FRERICHS, do hereby certify that I am the duly qualified Treasurer of the VILLAGE OF LAKE IN THE HILLS and, as such Treasurer, I do further certify that the attached document represents the Annual Budget of the VILLAGE OF LAKE IN THE HILLS, McHenry County, Illinois, for the 2021 Fiscal Year beginning January 1, 2021 and ending December 31, 2021, as adopted by the Board of Trustees at their properly convened meeting held on the 10th day of December, 2020, as appears in the official records of said Village, and I do further certify that the attached document contains an estimate of the revenues the VILLAGE OF LAKE IN THE HILLS anticipates receiving during the 2021 Fiscal Year beginning January 1, 2021 and ending December 31, 2021.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 10th day of December, 2020.

Wayde Frerichs
Village Treasurer

(S E A L)

ATTEST: _____
Village Clerk, Cecilia Carman

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Account	Account Description	2021 Department Request	2021 Admin Recommend	2021 Board Approved
Fund 100 - General Fund				
REVENUE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
<i>Property Taxes</i>				
40.04	PT Corporate	1,674,610.00	1,674,610.00	1,674,610.00
40.08	PT IMRF	438,403.00	438,403.00	438,403.00
40.12	PT Police Protection	544,880.00	544,880.00	544,880.00
40.16	PT Police Pension	1,634,382.00	1,634,382.00	1,634,382.00
40.20	PT Audit	13,640.00	13,640.00	13,640.00
40.24	PT Liability Insurance	191,250.00	191,250.00	191,250.00
40.28	PT FICA	714,582.00	714,582.00	714,582.00
40.32	PT Workers Comp	270,000.00	270,000.00	270,000.00
40.36	PT Road & Bridge	180,000.00	180,000.00	180,000.00
<i>Property Taxes Totals</i>		\$5,661,747.00	\$5,661,747.00	\$5,661,747.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Sales & Other Taxes

41.04	ST Sales Tax	2,870,000.00	2,870,000.00	2,870,000.00
41.06	ST Cannabis HR Tax	100,000.00	100,000.00	100,000.00
41.08	ST Home Rule Sales Tax	1,710,000.00	1,710,000.00	1,710,000.00
41.10	ST Cannabis Use Tax	20,000.00	20,000.00	20,000.00
41.12	ST Use Tax	1,100,000.00	1,100,000.00	1,100,000.00
41.20	ST Excise Tax	275,000.00	275,000.00	275,000.00
41.24	ST Char Games/Pull Tab Tax	900.00	900.00	900.00
41.28	ST Video Gaming Tax	153,000.00	153,000.00	153,000.00
41.30	ST Amusement Tax	30,000.00	30,000.00	30,000.00
<i>Sales & Other Taxes Totals</i>		<hr/>		
		\$6,258,900.00	\$6,258,900.00	\$6,258,900.00

Licenses and Permits

42.04	LP Business License	4,870.00	4,870.00	4,870.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

42.08	LP Contractor License	32,250.00	32,250.00	32,250.00
42.16	LP Miscellaneous Licenses	37,125.00	37,125.00	37,125.00
42.28	LP Liquor & Tobacco Licenses	51,350.00	51,350.00	51,350.00
42.40	LP Building & Occupancy Permits	130,000.00	130,000.00	130,000.00
42.48	LP Lake Use Permit	9,000.00	9,000.00	9,000.00

Licenses and Permits Totals

\$264,595.00	\$264,595.00	\$264,595.00
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Intergovernmental

43.04	IG Income Tax	2,900,000.00	2,900,000.00	2,900,000.00
43.08	IG PPRT	6,500.00	6,500.00	6,500.00
43.16	IG Grants	66,703.00	66,703.00	66,703.00

Intergovernmental Totals

\$2,973,203.00	\$2,973,203.00	\$2,973,203.00
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Charges for Services

44.04	CS Plan Review & Zoning Fees	3,000.00	3,000.00	3,000.00
44.08	CS Impact Fees	51,500.00	51,500.00	51,500.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

44.12	CS Annexation / Platting Fees	9,300.00	9,300.00	9,300.00
44.16	CS Cable / Video Provider Fee	390,000.00	390,000.00	390,000.00
44.18	CS Natural Gas Franchise Fee	33,500.00	33,500.00	33,500.00
44.20	CS Police Services	75,000.00	75,000.00	75,000.00
44.26	CS Commercial Activity Fees	40,000.00	40,000.00	40,000.00
44.30	CS Park Programs	40,200.00	40,200.00	40,200.00
44.32	CS Facility Rental Fee	57,000.00	57,000.00	57,000.00
44.34	CS Recreation Programs	342,223.00	342,223.00	342,223.00
44.52	CS Rental Income	212,500.00	212,500.00	212,500.00
<i>Charges for Services Totals</i>		<hr/>		
		\$1,254,223.00	\$1,254,223.00	\$1,254,223.00

Fines, Fees and Forefeits

45.04	FF Court Fines	123,000.00	123,000.00	123,000.00
45.08	FF Fines - Ordinance Violation	86,400.00	86,400.00	86,400.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

45.16	FF Electronic Citation Fines	570.00	570.00	570.00
45.20	FF Warrant Execution / Bond Fees	1,600.00	1,600.00	1,600.00
45.24	FF Vehicle Impound / Towing Fees	29,000.00	29,000.00	29,000.00
<i>Fines, Fees and Forefeits Totals</i>		<hr/>		
		\$240,570.00	\$240,570.00	\$240,570.00

Investment Income

46.04	II Interest Income	250,000.00	250,000.00	250,000.00
<i>Investment Income Totals</i>		<hr/>		
		\$250,000.00	\$250,000.00	\$250,000.00

Miscellaneous

47.04	MR Misc Revenue	23,000.00	23,000.00	23,000.00
47.08	MR Contributions	1,700.00	1,700.00	1,700.00
47.16	MR Sunset Fest Revenue	150,000.00	150,000.00	150,000.00
47.20	MR Insurance/ Restitutions	25,000.00	25,000.00	25,000.00
<i>Miscellaneous Totals</i>		<hr/>		
		\$199,700.00	\$199,700.00	\$199,700.00

Interfund Transfers

Exhibit A - Village of Lake in the Hills

Budget Year 2021

49.04	Transfers Transfers In		230,000.00	230,000.00	230,000.00
		<i>Interfund Transfers Totals</i>			
			\$230,000.00	\$230,000.00	\$230,000.00
	Division 00 - Non-Division Totals		\$17,332,938.00	\$17,332,938.00	\$17,332,938.00
	Department 00 - Non-Departmental Totals		\$17,332,938.00	\$17,332,938.00	\$17,332,938.00
		REVENUE TOTALS	\$17,332,938.00	\$17,332,938.00	\$17,332,938.00

EXPENSE

Department **10 - Executive**
 Division **00 - Non-Division**

Personal Services

50.16	Salaries & Wages Boards & Commissions		55,200.00	55,200.00	55,200.00
51.04	Taxes & Benefits FICA		4,223.00	4,223.00	4,223.00
		<i>Personal Services Totals</i>	\$59,423.00	\$59,423.00	\$59,423.00

Professional Development

52.04	Prof Devel Conference/ School/ Training		3,830.00	3,830.00	3,830.00
52.08	Prof Devel Dues		15,625.00	15,625.00	15,625.00
52.16	Prof Devel Travel		7,600.00	7,600.00	7,600.00
52.20	Prof Devel Community Affairs		7,200.00	7,200.00	7,200.00
		<i>Professional Development Totals</i>	\$34,255.00	\$34,255.00	\$34,255.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Contractual Services

60.24	Professional Other Professional	500.00	500.00	500.00
62.20	Utilities Telephone	720.00	720.00	720.00
63.12	CS Printing & Copying	120.00	120.00	120.00
<i>Contractual Services Totals</i>		<u>\$1,340.00</u>	<u>\$1,340.00</u>	<u>\$1,340.00</u>

Commodities

72.04	Operating Supplies Operating Supplies	605.00	605.00	605.00
72.16	Operating Supplies Uniforms & Protective Clothing	480.00	480.00	480.00
<i>Commodities Totals</i>		<u>\$1,085.00</u>	<u>\$1,085.00</u>	<u>\$1,085.00</u>
Division 00 - Non-Division Totals		<u>\$96,103.00</u>	<u>\$96,103.00</u>	<u>\$96,103.00</u>
Department 10 - Executive Totals		<u>\$96,103.00</u>	<u>\$96,103.00</u>	<u>\$96,103.00</u>

Department **12 - Village Administration**

Division **00 - Non-Division**

Personal Services

50.04	Salaries & Wages Full Time	596,920.00	596,920.00	596,920.00
50.12	Salaries & Wages Part Time	26,531.00	26,531.00	26,531.00
50.20	Salaries & Wages Over Time	1,061.00	1,061.00	1,061.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

51.04	Taxes & Benefits FICA	48,708.00	48,708.00	48,708.00
51.08	Taxes & Benefits IMRF	63,357.00	63,357.00	63,357.00
51.20	Taxes & Benefits Health & Life Insurance	113,590.00	113,590.00	113,590.00
51.28	Taxes & Benefits Other Employee Benefits	12,204.00	12,204.00	12,204.00
<i>Personal Services Totals</i>		<hr/>		
		\$862,371.00	\$862,371.00	\$862,371.00

Professional Development

52.04	Prof Devel Conference/ School/ Training	7,225.00	7,225.00	7,225.00
52.08	Prof Devel Dues	4,238.00	4,238.00	4,238.00
52.12	Prof Devel Publications	1,525.00	1,525.00	1,525.00
52.16	Prof Devel Travel	3,173.00	3,173.00	3,173.00
52.20	Prof Devel Community Affairs	400.00	400.00	400.00
<i>Professional Development Totals</i>		<hr/>		
		\$16,561.00	\$16,561.00	\$16,561.00

Contractual Services

60.12	Professional Legal	79,500.00	79,500.00	79,500.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

60.24	Professional Other Professional	21,610.00	21,610.00	21,610.00
61.16	Maintenance Equipment	3,907.00	3,907.00	3,907.00
62.20	Utilities Telephone	9,151.00	9,151.00	9,151.00
63.04	CS Postage	3,500.00	3,500.00	3,500.00
63.08	CS Publishing & Advertising	200.00	200.00	200.00
63.12	CS Printing & Copying	5,300.00	5,300.00	5,300.00
<i>Contractual Services Totals</i>		<hr/>	<hr/>	<hr/>
		\$123,168.00	\$123,168.00	\$123,168.00

Commodities

72.04	Operating Supplies Operating Supplies	3,250.00	3,250.00	3,250.00
72.16	Operating Supplies Uniforms & Protective Clothing	828.00	828.00	828.00
<i>Commodities Totals</i>		<hr/>	<hr/>	<hr/>
		\$4,078.00	\$4,078.00	\$4,078.00
Division 00 - Non-Division Totals		<hr/>	<hr/>	<hr/>
		\$1,006,178.00	\$1,006,178.00	\$1,006,178.00
Department 12 - Village Administration Totals		<hr/>	<hr/>	<hr/>
		\$1,006,178.00	\$1,006,178.00	\$1,006,178.00

Department **14 - Community Development**

Division **00 - Non-Division**

Personal Services

Exhibit A - Village of Lake in the Hills

Budget Year 2021

50.04	Salaries & Wages Full Time	443,797.00	443,797.00	443,797.00
50.12	Salaries & Wages Part Time	37,000.00	37,000.00	37,000.00
50.16	Salaries & Wages Boards & Commissions	3,500.00	3,500.00	3,500.00
50.20	Salaries & Wages Over Time	3,276.00	3,276.00	3,276.00
51.04	Taxes & Benefits FICA	37,456.00	37,456.00	37,456.00
51.08	Taxes & Benefits IMRF	45,257.00	45,257.00	45,257.00
51.20	Taxes & Benefits Health & Life Insurance	93,115.00	93,115.00	93,115.00
51.28	Taxes & Benefits Other Employee Benefits	2,054.00	2,054.00	2,054.00

Personal Services Totals

\$665,455.00 \$665,455.00 \$665,455.00

Professional Development

52.04	Prof Devel Conference/ School/ Training	6,386.00	6,386.00	6,386.00
52.08	Prof Devel Dues	1,595.00	1,595.00	1,595.00
52.12	Prof Devel Publications	400.00	400.00	400.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

52.16	Prof Devel Travel	1,200.00	1,200.00	1,200.00
52.20	Prof Devel Community Affairs	250.00	250.00	250.00
<i>Professional Development Totals</i>		<hr/>		
		\$9,831.00	\$9,831.00	\$9,831.00

Contractual Services

60.16	Professional Medical	35.00	35.00	35.00
60.24	Professional Other Professional	71,104.00	71,104.00	71,104.00
61.28	Maintenance Vehicles	1,000.00	1,000.00	1,000.00
62.20	Utilities Telephone	3,600.00	3,600.00	3,600.00
63.08	CS Publishing & Advertising	280.00	280.00	280.00
63.12	CS Printing & Copying	850.00	850.00	850.00
<i>Contractual Services Totals</i>		<hr/>		
		\$76,869.00	\$76,869.00	\$76,869.00

Commodities

70.28	Supplies & Parts Vehicles	1,000.00	1,000.00	1,000.00
72.04	Operating Supplies Operating Supplies	500.00	500.00	500.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

72.12	Operating Supplies Fuel & Petroleum Supplies	3,301.00	3,301.00	3,301.00
72.16	Operating Supplies Uniforms & Protective Clothing	1,900.00	1,900.00	1,900.00
<i>Commodities Totals</i>		<u>\$6,701.00</u>	<u>\$6,701.00</u>	<u>\$6,701.00</u>
Division 00 - Non-Division Totals		<u>\$758,856.00</u>	<u>\$758,856.00</u>	<u>\$758,856.00</u>
Department 14 - Community Development Totals		\$758,856.00	\$758,856.00	\$758,856.00
Department 16 - Finance				
Division 00 - Non-Division				
<i>Personal Services</i>				
50.04	Salaries & Wages Full Time	526,120.00	526,120.00	526,120.00
50.12	Salaries & Wages Part Time	37,159.00	37,159.00	37,159.00
50.20	Salaries & Wages Over Time	6,620.00	6,620.00	6,620.00
51.04	Taxes & Benefits FICA	44,084.00	44,084.00	44,084.00
51.08	Taxes & Benefits IMRF	57,517.00	57,517.00	57,517.00
51.20	Taxes & Benefits Health & Life Insurance	104,835.00	104,835.00	104,835.00
51.28	Taxes & Benefits Other Employee Benefits	6,053.00	6,053.00	6,053.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Personal Services Totals \$782,388.00 \$782,388.00 \$782,388.00

Professional Development

52.04	Prof Devel Conference/ School/ Training	3,550.00	3,550.00	3,550.00
52.08	Prof Devel Dues	1,350.00	1,350.00	1,350.00
52.12	Prof Devel Publications	250.00	250.00	250.00
52.16	Prof Devel Travel	2,505.00	2,505.00	2,505.00

Professional Development Totals \$7,655.00 \$7,655.00 \$7,655.00

Contractual Services

60.04	Professional Accounting	17,960.00	17,960.00	17,960.00
60.16	Professional Medical	95.00	95.00	95.00
60.24	Professional Other Professional	4,367.00	4,367.00	4,367.00
62.20	Utilities Telephone	1,200.00	1,200.00	1,200.00
63.04	CS Postage	3,379.00	3,379.00	3,379.00
63.08	CS Publishing & Advertising	1,770.00	1,770.00	1,770.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

63.12	CS Printing & Copying	2,272.00	2,272.00	2,272.00
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Contractual Services Totals

		\$31,043.00	\$31,043.00	\$31,043.00
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Commodities

71.04	Office Supplies Office Supplies	4,500.00	4,500.00	4,500.00
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72.04	Operating Supplies Operating Supplies	650.00	650.00	650.00
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72.16	Operating Supplies Uniforms & Protective Clothing	1,500.00	1,500.00	1,500.00
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Commodities Totals

		\$6,650.00	\$6,650.00	\$6,650.00
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Division **00 - Non-Division** Totals

		\$827,736.00	\$827,736.00	\$827,736.00
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Department **16 - Finance** Totals

		\$827,736.00	\$827,736.00	\$827,736.00
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Department **20 - Police**

Division **10 - Administration**

Personal Services

50.04	Salaries & Wages Full Time	516,830.00	516,830.00	516,830.00
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50.16	Salaries & Wages Boards & Commissions	1,500.00	1,500.00	1,500.00
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51.04	Taxes & Benefits FICA	40,646.00	40,646.00	40,646.00
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51.08	Taxes & Benefits IMRF	7,495.00	7,495.00	7,495.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

51.12	Taxes & Benefits Police Pension	175,918.00	175,918.00	175,918.00
51.20	Taxes & Benefits Health & Life Insurance	105,715.00	105,715.00	105,715.00
51.28	Taxes & Benefits Other Employee Benefits	13,000.00	13,000.00	13,000.00
<i>Personal Services Totals</i>		<hr/>		
		\$861,104.00	\$861,104.00	\$861,104.00

Professional Development

52.04	Prof Devel Conference/ School/ Training	2,095.00	2,095.00	2,095.00
52.08	Prof Devel Dues	1,480.00	1,480.00	1,480.00
52.12	Prof Devel Publications	1,175.00	1,175.00	1,175.00
52.16	Prof Devel Travel	3,670.00	3,670.00	3,670.00
52.20	Prof Devel Community Affairs	1,600.00	1,600.00	1,600.00
<i>Professional Development Totals</i>		<hr/>		
		\$10,020.00	\$10,020.00	\$10,020.00

Contractual Services

60.12	Professional Legal	95,520.00	95,520.00	95,520.00
60.16	Professional Medical	1,910.00	1,910.00	1,910.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

60.24	Professional Other Professional	456,806.00	456,806.00	456,806.00
61.16	Maintenance Equipment	24,006.00	24,006.00	24,006.00
61.28	Maintenance Vehicles	400.00	400.00	400.00
62.20	Utilities Telephone	13,080.00	13,080.00	13,080.00
63.04	CS Postage	1,820.00	1,820.00	1,820.00
63.08	CS Publishing & Advertising	500.00	500.00	500.00
63.12	CS Printing & Copying	820.00	820.00	820.00
63.16	CS Rentals	1,212.00	1,212.00	1,212.00
63.36	CS Miscellaneous Expense	350.00	350.00	350.00
<i>Contractual Services Totals</i>		<hr/>		
		\$596,424.00	\$596,424.00	\$596,424.00

Commodities

70.28	Supplies & Parts Vehicles	700.00	700.00	700.00
71.04	Office Supplies Office Supplies	8,540.00	8,540.00	8,540.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

72.04	Operating Supplies Operating Supplies	20,620.00	20,620.00	20,620.00
72.12	Operating Supplies Fuel & Petroleum Supplies	2,027.00	2,027.00	2,027.00
72.16	Operating Supplies Uniforms & Protective Clothing	3,750.00	3,750.00	3,750.00

Commodities Totals

		\$35,637.00	\$35,637.00	\$35,637.00
Division	10 - Administration Totals	\$1,503,185.00	\$1,503,185.00	\$1,503,185.00

Division **20 - Patrol**

Personal Services

50.04	Salaries & Wages Full Time	3,359,489.00	3,359,489.00	3,359,489.00
50.12	Salaries & Wages Part Time	9,300.00	9,300.00	9,300.00
50.20	Salaries & Wages Over Time	170,500.00	170,500.00	170,500.00
51.04	Taxes & Benefits FICA	276,573.00	276,573.00	276,573.00
51.08	Taxes & Benefits IMRF	11,421.00	11,421.00	11,421.00
51.12	Taxes & Benefits Police Pension	1,283,838.00	1,283,838.00	1,283,838.00
51.20	Taxes & Benefits Health & Life Insurance	547,410.00	547,410.00	547,410.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

51.28	Taxes & Benefits Other Employee Benefits	82,102.00	82,102.00	82,102.00
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Personal Services Totals

\$5,740,633.00	\$5,740,633.00	\$5,740,633.00
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Professional Development

52.04	Prof Devel Conference/ School/ Training	25,472.00	25,472.00	25,472.00
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52.08	Prof Devel Dues	355.00	355.00	355.00
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52.16	Prof Devel Travel	2,744.00	2,744.00	2,744.00
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Professional Development Totals

\$28,571.00	\$28,571.00	\$28,571.00
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Contractual Services

60.16	Professional Medical	860.00	860.00	860.00
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60.24	Professional Other Professional	2,423.00	2,423.00	2,423.00
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61.16	Maintenance Equipment	3,677.00	3,677.00	3,677.00
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61.28	Maintenance Vehicles	10,450.00	10,450.00	10,450.00
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62.20	Utilities Telephone	2,640.00	2,640.00	2,640.00
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63.12	CS Printing & Copying	1,506.00	1,506.00	1,506.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

Contractual Services Totals \$21,556.00 \$21,556.00 \$21,556.00

Commodities

70.16	Supplies & Parts Equipment	11,317.00	11,317.00	11,317.00
70.20	Supplies & Parts Information Systems	115.00	115.00	115.00
70.28	Supplies & Parts Vehicles	16,000.00	16,000.00	16,000.00
72.04	Operating Supplies Operating Supplies	36,560.00	36,560.00	36,560.00
72.12	Operating Supplies Fuel & Petroleum Supplies	77,685.00	77,685.00	77,685.00
72.16	Operating Supplies Uniforms & Protective Clothing	34,580.00	34,580.00	34,580.00

Commodities Totals \$176,257.00 \$176,257.00 \$176,257.00

Division **20 - Patrol** Totals \$5,967,017.00 \$5,967,017.00 \$5,967,017.00

Division **22 - Support Services**

Personal Services

50.04	Salaries & Wages Full Time	913,398.00	913,398.00	913,398.00
50.12	Salaries & Wages Part Time	400.00	400.00	400.00
50.20	Salaries & Wages Over Time	24,050.00	24,050.00	24,050.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

51.04	Taxes & Benefits FICA	73,599.00	73,599.00	73,599.00
51.08	Taxes & Benefits IMRF	38,863.00	38,863.00	38,863.00
51.12	Taxes & Benefits Police Pension	174,626.00	174,626.00	174,626.00
51.20	Taxes & Benefits Health & Life Insurance	225,480.00	225,480.00	225,480.00
51.28	Taxes & Benefits Other Employee Benefits	21,366.00	21,366.00	21,366.00

Personal Services Totals

\$1,471,782.00	\$1,471,782.00	\$1,471,782.00
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Professional Development

52.04	Prof Devel Conference/ School/ Training	5,988.00	5,988.00	5,988.00
52.08	Prof Devel Dues	2,370.00	2,370.00	2,370.00
52.12	Prof Devel Publications	4,680.00	4,680.00	4,680.00
52.16	Prof Devel Travel	4,693.00	4,693.00	4,693.00
52.20	Prof Devel Community Affairs	3,570.00	3,570.00	3,570.00

Professional Development Totals

\$21,301.00	\$21,301.00	\$21,301.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

Contractual Services

60.24	Professional Other Professional	4,101.00	4,101.00	4,101.00
61.28	Maintenance Vehicles	300.00	300.00	300.00
62.20	Utilities Telephone	4,920.00	4,920.00	4,920.00
63.08	CS Publishing & Advertising	500.00	500.00	500.00
63.16	CS Rentals	1,550.00	1,550.00	1,550.00
63.36	CS Miscellaneous Expense	453.00	453.00	453.00
<i>Contractual Services Totals</i>		\$11,824.00	\$11,824.00	\$11,824.00

Commodities

70.28	Supplies & Parts Vehicles	500.00	500.00	500.00
72.04	Operating Supplies Operating Supplies	11,039.00	11,039.00	11,039.00
72.12	Operating Supplies Fuel & Petroleum Supplies	2,241.00	2,241.00	2,241.00
72.16	Operating Supplies Uniforms & Protective Clothing	5,890.00	5,890.00	5,890.00
<i>Commodities Totals</i>		\$19,670.00	\$19,670.00	\$19,670.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Division	22 - Support Services	Totals	\$1,524,577.00	\$1,524,577.00	\$1,524,577.00
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Department	20 - Police	Totals	\$8,994,779.00	\$8,994,779.00	\$8,994,779.00
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Department **30 - Public Works**

Division **10 - Administration**

Personal Services

50.04	Salaries & Wages Full Time	231,021.00	231,021.00	231,021.00
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50.12	Salaries & Wages Part Time	12,177.00	12,177.00	12,177.00
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50.20	Salaries & Wages Over Time	857.00	857.00	857.00
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51.04	Taxes & Benefits FICA	18,900.00	18,900.00	18,900.00
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51.08	Taxes & Benefits IMRF	24,665.00	24,665.00	24,665.00
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51.20	Taxes & Benefits Health & Life Insurance	64,010.00	64,010.00	64,010.00
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51.28	Taxes & Benefits Other Employee Benefits	3,003.00	3,003.00	3,003.00
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<i>Personal Services Totals</i>		\$354,633.00	\$354,633.00	\$354,633.00
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Professional Development

52.04	Prof Devel Conference/ School/ Training	2,871.00	2,871.00	2,871.00
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52.08	Prof Devel Dues	671.00	671.00	671.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

52.12	Prof Devel Publications	85.00	85.00	85.00
52.16	Prof Devel Travel	1,353.00	1,353.00	1,353.00
52.20	Prof Devel Community Affairs	1,300.00	1,300.00	1,300.00
<i>Professional Development Totals</i>		<hr/>		
		\$6,280.00	\$6,280.00	\$6,280.00

Contractual Services

60.08	Professional Engineering	38,134.00	38,134.00	38,134.00
60.16	Professional Medical	120.00	120.00	120.00
60.24	Professional Other Professional	64.00	64.00	64.00
61.16	Maintenance Equipment	1,579.00	1,579.00	1,579.00
61.28	Maintenance Vehicles	100.00	100.00	100.00
62.20	Utilities Telephone	6,608.00	6,608.00	6,608.00
63.04	CS Postage	650.00	650.00	650.00
63.08	CS Publishing & Advertising	330.00	330.00	330.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

63.12	CS Printing & Copying	405.00	405.00	405.00
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<i>Contractual Services Totals</i>		\$47,990.00	\$47,990.00	\$47,990.00
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Commodities

70.28	Supplies & Parts Vehicles	60.00	60.00	60.00
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71.04	Office Supplies Office Supplies	1,360.00	1,360.00	1,360.00
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72.04	Operating Supplies Operating Supplies	1,320.00	1,320.00	1,320.00
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72.12	Operating Supplies Fuel & Petroleum Supplies	221.00	221.00	221.00
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72.16	Operating Supplies Uniforms & Protective Clothing	580.00	580.00	580.00
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<i>Commodities Totals</i>		\$3,541.00	\$3,541.00	\$3,541.00
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Division	10 - Administration	Totals	\$412,444.00	\$412,444.00
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Division **30 - Streets**

Personal Services

50.04	Salaries & Wages Full Time	1,039,297.00	1,039,297.00	1,039,297.00
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50.08	Salaries & Wages Personnel Services Reimbursement	-70,625.00	-70,625.00	-70,625.00
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50.12	Salaries & Wages Part Time	56,528.00	56,528.00	56,528.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

50.20	Salaries & Wages Over Time	80,442.00	80,442.00	80,442.00
51.04	Taxes & Benefits FICA	92,264.00	92,264.00	92,264.00
51.08	Taxes & Benefits IMRF	116,374.00	116,374.00	116,374.00
51.20	Taxes & Benefits Health & Life Insurance	268,065.00	268,065.00	268,065.00
51.28	Taxes & Benefits Other Employee Benefits	31,808.00	31,808.00	31,808.00

Personal Services Totals

\$1,614,153.00	\$1,614,153.00	\$1,614,153.00
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Professional Development

52.04	Prof Devel Conference/ School/ Training	3,748.00	3,748.00	3,748.00
52.08	Prof Devel Dues	804.00	804.00	804.00
52.12	Prof Devel Publications	4,150.00	4,150.00	4,150.00
52.16	Prof Devel Travel	3,323.00	3,323.00	3,323.00

Professional Development Totals

\$12,025.00	\$12,025.00	\$12,025.00
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Contractual Services

60.16	Professional Medical	1,849.00	1,849.00	1,849.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

60.24	Professional Other Professional	12,247.00	12,247.00	12,247.00
61.04	Maintenance Grounds	91,730.00	91,730.00	91,730.00
61.12	Maintenance Infrastructure	76,076.00	76,076.00	76,076.00
61.16	Maintenance Equipment	3,400.00	3,400.00	3,400.00
61.28	Maintenance Vehicles	12,660.00	12,660.00	12,660.00
62.04	Utilities Electrical	206,652.00	206,652.00	206,652.00
62.20	Utilities Telephone	6,900.00	6,900.00	6,900.00
63.12	CS Printing & Copying	88.00	88.00	88.00
63.16	CS Rentals	42,685.00	42,685.00	42,685.00
63.24	CS Equipment Services Reimbursement	-28,495.00	-28,495.00	-28,495.00
63.36	CS Miscellaneous Expense	63,313.00	63,313.00	63,313.00
<i>Contractual Services Totals</i>		\$489,105.00	\$489,105.00	\$489,105.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Commodities

70.04	Supplies & Parts Grounds	44,750.00	44,750.00	44,750.00
70.12	Supplies & Parts Infrastructure	33,550.00	33,550.00	33,550.00
70.16	Supplies & Parts Equipment	8,000.00	8,000.00	8,000.00
70.28	Supplies & Parts Vehicles	20,000.00	20,000.00	20,000.00
72.04	Operating Supplies Operating Supplies	54,100.00	54,100.00	54,100.00
72.08	Operating Supplies Ice & Snow Controls	87,876.00	87,876.00	87,876.00
72.12	Operating Supplies Fuel & Petroleum Supplies	48,812.00	48,812.00	48,812.00
72.16	Operating Supplies Uniforms & Protective Clothing	7,888.00	7,888.00	7,888.00

Commodities Totals

\$304,976.00 \$304,976.00 \$304,976.00

Division **30 - Streets** Totals

\$2,420,259.00 \$2,420,259.00 \$2,420,259.00

Division **32 - Public Properties**

Personal Services

50.04	Salaries & Wages Full Time	681,073.00	681,073.00	681,073.00
50.08	Salaries & Wages Personnel Services Reimbursement	-35,700.00	-35,700.00	-35,700.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

50.12	Salaries & Wages Part Time	42,000.00	42,000.00	42,000.00
50.20	Salaries & Wages Over Time	49,340.00	49,340.00	49,340.00
51.04	Taxes & Benefits FICA	60,054.00	60,054.00	60,054.00
51.08	Taxes & Benefits IMRF	74,280.00	74,280.00	74,280.00
51.20	Taxes & Benefits Health & Life Insurance	171,615.00	171,615.00	171,615.00
51.28	Taxes & Benefits Other Employee Benefits	12,608.00	12,608.00	12,608.00
<i>Personal Services Totals</i>		<hr/>		
		\$1,055,270.00	\$1,055,270.00	\$1,055,270.00

Professional Development

52.04	Prof Devel Conference/ School/ Training	7,080.00	7,080.00	7,080.00
52.08	Prof Devel Dues	232.00	232.00	232.00
52.12	Prof Devel Publications	132.00	132.00	132.00
52.16	Prof Devel Travel	2,509.00	2,509.00	2,509.00
<i>Professional Development Totals</i>		<hr/>		
		\$9,953.00	\$9,953.00	\$9,953.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Contractual Services

60.16	Professional Medical	1,298.00	1,298.00	1,298.00
60.22	Professional Lab Testing Services	1,300.00	1,300.00	1,300.00
60.24	Professional Other Professional	76,710.00	76,710.00	76,710.00
61.04	Maintenance Grounds	182,240.00	182,240.00	182,240.00
61.08	Maintenance Buildings	40,730.00	40,730.00	40,730.00
61.12	Maintenance Infrastructure	600.00	600.00	600.00
61.16	Maintenance Equipment	17,570.00	17,570.00	17,570.00
61.28	Maintenance Vehicles	4,160.00	4,160.00	4,160.00
61.32	Maintenance Janitorial	61,484.00	61,484.00	61,484.00
62.04	Utilities Electrical	6,096.00	6,096.00	6,096.00
62.08	Utilities Natural Gas	19,284.00	19,284.00	19,284.00
62.12	Utilities Sewer	1,680.00	1,680.00	1,680.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

62.20	Utilities Telephone	10,320.00	10,320.00	10,320.00
63.12	CS Printing & Copying	571.00	571.00	571.00
63.16	CS Rentals	18,656.00	18,656.00	18,656.00
63.24	CS Equipment Services Reimbursement	-11,790.00	-11,790.00	-11,790.00
<i>Contractual Services Totals</i>		<hr/>		
		\$430,909.00	\$430,909.00	\$430,909.00

Commodities

70.04	Supplies & Parts Grounds	15,750.00	15,750.00	15,750.00
70.08	Supplies & Parts Buildings	41,420.00	41,420.00	41,420.00
70.16	Supplies & Parts Equipment	10,200.00	10,200.00	10,200.00
70.28	Supplies & Parts Vehicles	13,920.00	13,920.00	13,920.00
72.04	Operating Supplies Operating Supplies	56,270.00	56,270.00	56,270.00
72.08	Operating Supplies Ice & Snow Controls	1,900.00	1,900.00	1,900.00
72.12	Operating Supplies Fuel & Petroleum Supplies	22,022.00	22,022.00	22,022.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

72.16	Operating Supplies Uniforms & Protective Clothing	5,692.00	5,692.00	5,692.00
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Commodities Totals

		<hr/>	<hr/>	<hr/>
		\$167,174.00	\$167,174.00	\$167,174.00
Division	32 - Public Properties Totals	<hr/>	<hr/>	<hr/>
		\$1,663,306.00	\$1,663,306.00	\$1,663,306.00
Department	30 - Public Works Totals	<hr/>	<hr/>	<hr/>
		\$4,496,009.00	\$4,496,009.00	\$4,496,009.00

Department **60 - Management Information Systems**

Division **00 - Non-Division**

Personal Services

50.04	Salaries & Wages Full Time	141,061.00	141,061.00	141,061.00
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50.20	Salaries & Wages Over Time	5,000.00	5,000.00	5,000.00
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51.04	Taxes & Benefits FICA	11,587.00	11,587.00	11,587.00
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51.08	Taxes & Benefits IMRF	15,177.00	15,177.00	15,177.00
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51.20	Taxes & Benefits Health & Life Insurance	37,485.00	37,485.00	37,485.00
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51.28	Taxes & Benefits Other Employee Benefits	1,000.00	1,000.00	1,000.00
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Personal Services Totals

		<hr/>	<hr/>	<hr/>
		\$211,310.00	\$211,310.00	\$211,310.00

Professional Development

52.04	Prof Devel Conference/ School/ Training	9,218.00	9,218.00	9,218.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

52.08	Prof Devel Dues	200.00	200.00	200.00
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Professional Development Totals

\$9,418.00	\$9,418.00	\$9,418.00
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Contractual Services

60.24	Professional Other Professional	20,044.00	20,044.00	20,044.00
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61.16	Maintenance Equipment	21,606.00	21,606.00	21,606.00
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61.24	Maintenance Computers	214,909.00	214,909.00	214,909.00
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62.20	Utilities Telephone	1,032.00	1,032.00	1,032.00
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62.24	Utilities Internet Services	5,659.00	5,659.00	5,659.00
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Contractual Services Totals

\$263,250.00	\$263,250.00	\$263,250.00
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Commodities

70.20	Supplies & Parts Information Systems	34,350.00	34,350.00	34,350.00
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70.24	Supplies & Parts Software	17,031.00	17,031.00	17,031.00
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72.04	Operating Supplies Operating Supplies	1,000.00	1,000.00	1,000.00
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72.16	Operating Supplies Uniforms & Protective Clothing	207.00	207.00	207.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

<i>Commodities Totals</i>				
		\$52,588.00	\$52,588.00	\$52,588.00
Division	00 - Non-Division Totals	\$536,566.00	\$536,566.00	\$536,566.00
Department	60 - Management Information Systems Totals	\$536,566.00	\$536,566.00	\$536,566.00
Department	65 - Recreation			
Division	00 - Non-Division			

Personal Services

50.04	Salaries & Wages Full Time	160,313.00	160,313.00	160,313.00
50.12	Salaries & Wages Part Time	272,062.00	272,062.00	272,062.00
50.16	Salaries & Wages Boards & Commissions	3,500.00	3,500.00	3,500.00
51.04	Taxes & Benefits FICA	33,803.00	33,803.00	33,803.00
51.08	Taxes & Benefits IMRF	21,276.00	21,276.00	21,276.00
51.20	Taxes & Benefits Health & Life Insurance	26,650.00	26,650.00	26,650.00
51.28	Taxes & Benefits Other Employee Benefits	1,150.00	1,150.00	1,150.00
<i>Personal Services Totals</i>		\$518,754.00	\$518,754.00	\$518,754.00

Professional Development

52.04	Prof Devel Conference/ School/ Training	3,270.00	3,270.00	3,270.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

52.08	Prof Devel Dues	55,911.00	55,911.00	55,911.00
52.16	Prof Devel Travel	1,905.00	1,905.00	1,905.00

Professional Development Totals

		\$61,086.00	\$61,086.00	\$61,086.00
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Contractual Services

60.16	Professional Medical	2,535.00	2,535.00	2,535.00
60.24	Professional Other Professional	59,195.00	59,195.00	59,195.00
61.16	Maintenance Equipment	500.00	500.00	500.00
61.28	Maintenance Vehicles	100.00	100.00	100.00
62.20	Utilities Telephone	2,484.00	2,484.00	2,484.00
63.04	CS Postage	8,750.00	8,750.00	8,750.00
63.08	CS Publishing & Advertising	1,000.00	1,000.00	1,000.00
63.12	CS Printing & Copying	7,700.00	7,700.00	7,700.00
63.16	CS Rentals	10,075.00	10,075.00	10,075.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

63.32	CS Festival & Event	159,400.00	159,400.00	159,400.00
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Contractual Services Totals

	\$251,739.00	\$251,739.00	\$251,739.00
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Commodities

70.16	Supplies & Parts Equipment	500.00	500.00	500.00
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70.28	Supplies & Parts Vehicles	100.00	100.00	100.00
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72.04	Operating Supplies Operating Supplies	47,604.00	47,604.00	47,604.00
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72.12	Operating Supplies Fuel & Petroleum Supplies	912.00	912.00	912.00
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72.16	Operating Supplies Uniforms & Protective Clothing	3,313.00	3,313.00	3,313.00
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Commodities Totals

	\$52,429.00	\$52,429.00	\$52,429.00
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Division **00 - Non-Division** Totals

	\$884,008.00	\$884,008.00	\$884,008.00
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Department **65 - Recreation** Totals

	\$884,008.00	\$884,008.00	\$884,008.00
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Department **70 - Insurance & Tort**

Division **00 - Non-Division**

Contractual Services

64.04	Insurance State Unemployment Ins	10,500.00	10,500.00	10,500.00
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64.08	Insurance Workers Comp - Premium	301,310.00	301,310.00	301,310.00
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64.20	Insurance Surety & Notary Bonds	500.00	500.00	500.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

64.24	Insurance General Liability	219,490.00	219,490.00	219,490.00
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Contractual Services Totals

Division **00 - Non-Division** Totals

Department **70 - Insurance & Tort** Totals

Department **90 - Interfund Transfers**

Division **00 - Non-Division**

	\$531,800.00	\$531,800.00	\$531,800.00
	\$531,800.00	\$531,800.00	\$531,800.00
	\$531,800.00	\$531,800.00	\$531,800.00

Interfund Transfers

95.04	Transfers Transfers Out	29,225.00	29,225.00	29,225.00
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Interfund Transfers Totals

Division **00 - Non-Division** Totals

Department **90 - Interfund Transfers** Totals

EXPENSE TOTALS

Fund **100 - General Fund** Totals

REVENUE TOTALS

EXPENSE TOTALS

Fund **100 - General Fund** Totals

	\$29,225.00	\$29,225.00	\$29,225.00
	\$29,225.00	\$29,225.00	\$29,225.00
	\$29,225.00	\$29,225.00	\$29,225.00
	\$18,161,260.00	\$18,161,260.00	\$18,161,260.00
	\$17,332,938.00	\$17,332,938.00	\$17,332,938.00
	\$18,161,260.00	\$18,161,260.00	\$18,161,260.00
	(\$828,322.00)	(\$828,322.00)	(\$828,322.00)

Fund **202 - Motor Fuel**

REVENUE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Intergovernmental

43.12	IG MFT Allotments	1,151,584.00	1,151,584.00	1,151,584.00
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43.14	IG MFT Special Allotment-REBUILD IL	642,080.00	642,080.00	642,080.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

43.16	IG Grants	1,460,584.00	1,460,584.00	1,460,584.00
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<i>Intergovernmental Totals</i>	\$3,254,248.00	\$3,254,248.00	\$3,254,248.00
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Investment Income

46.04	II Interest Income	8,898.00	8,898.00	8,898.00
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<i>Investment Income Totals</i>	\$8,898.00	\$8,898.00	\$8,898.00
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Division 00 - Non-Division Totals	\$3,263,146.00	\$3,263,146.00	\$3,263,146.00
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Department 00 - Non-Departmental Totals	\$3,263,146.00	\$3,263,146.00	\$3,263,146.00
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REVENUE TOTALS	\$3,263,146.00	\$3,263,146.00	\$3,263,146.00
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EXPENSE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Contractual Services

60.08	Professional Engineering	348,345.00	348,345.00	348,345.00
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<i>Contractual Services Totals</i>	\$348,345.00	\$348,345.00	\$348,345.00
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Capital Outlay

80.16	Capital Streets	2,817,367.00	2,817,367.00	2,817,367.00
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<i>Capital Outlay Totals</i>	\$2,817,367.00	\$2,817,367.00	\$2,817,367.00
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Division 00 - Non-Division Totals	\$3,165,712.00	\$3,165,712.00	\$3,165,712.00
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Department 00 - Non-Departmental Totals	\$3,165,712.00	\$3,165,712.00	\$3,165,712.00
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EXPENSE TOTALS	\$3,165,712.00	\$3,165,712.00	\$3,165,712.00
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Fund **202 - Motor Fuel** Totals

Exhibit A - Village of Lake in the Hills

Budget Year 2021

		REVENUE TOTALS	\$3,263,146.00	\$3,263,146.00	\$3,263,146.00
		EXPENSE TOTALS	\$3,165,712.00	\$3,165,712.00	\$3,165,712.00
Fund	202 - Motor Fuel	Totals	\$97,434.00	\$97,434.00	\$97,434.00
Fund	304 - SSA 1				
		REVENUE			
	Department	00 - Non-Departmental			
	Division	00 - Non-Division			
		Property Taxes			
40.40	PT SSA's		2,000.00	2,000.00	2,000.00
		<i>Property Taxes Totals</i>	\$2,000.00	\$2,000.00	\$2,000.00
		Investment Income			
46.04	II Interest Income		174.00	174.00	174.00
		<i>Investment Income Totals</i>	\$174.00	\$174.00	\$174.00
	Division	00 - Non-Division Totals	\$2,174.00	\$2,174.00	\$2,174.00
	Department	00 - Non-Departmental Totals	\$2,174.00	\$2,174.00	\$2,174.00
		REVENUE TOTALS	\$2,174.00	\$2,174.00	\$2,174.00
		EXPENSE			
	Department	00 - Non-Departmental			
	Division	00 - Non-Division			
		Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement		590.00	590.00	590.00
		<i>Personal Services Totals</i>	\$590.00	\$590.00	\$590.00
		Contractual Services			

Exhibit A - Village of Lake in the Hills

Budget Year 2021

61.04	Maintenance Grounds	5,480.00	5,480.00	5,480.00
63.24	CS Equipment Services Reimbursement	150.00	150.00	150.00

Contractual Services Totals

5,630.00 5,630.00 5,630.00

Commodities

70.04	Supplies & Parts Grounds	30.00	30.00	30.00
72.04	Operating Supplies Operating Supplies	30.00	30.00	30.00

Commodities Totals

\$60.00 \$60.00 \$60.00

Division **00 - Non-Division** Totals

\$6,280.00 \$6,280.00 \$6,280.00

Department **00 - Non-Departmental** Totals

\$6,280.00 \$6,280.00 \$6,280.00

EXPENSE TOTALS

\$6,280.00 \$6,280.00 \$6,280.00

Fund **304 - SSA 1** Totals

REVENUE TOTALS

\$2,174.00 \$2,174.00 \$2,174.00

EXPENSE TOTALS

\$6,280.00 \$6,280.00 \$6,280.00

Fund **304 - SSA 1** Totals

(\$4,106.00) (\$4,106.00) (\$4,106.00)

Fund **308 - SSA 2**

REVENUE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Property Taxes

40.40	PT SSA's	127,320.00	127,320.00	127,320.00
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Property Taxes Totals

\$127,320.00 \$127,320.00 \$127,320.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Investment Income

46.04	II Interest Income		2,737.00	2,737.00	2,737.00
		<i>Investment Income Totals</i>			
			\$2,737.00	\$2,737.00	\$2,737.00
Division		00 - Non-Division Totals	\$130,057.00	\$130,057.00	\$130,057.00
Department		00 - Non-Departmental Totals	\$130,057.00	\$130,057.00	\$130,057.00
		REVENUE TOTALS	\$130,057.00	\$130,057.00	\$130,057.00

EXPENSE

Department **00 - Non-Departmental**
 Division **00 - Non-Division**

Personal Services

50.08	Salaries & Wages Personnel Services Reimbursement		16,160.00	16,160.00	16,160.00
		<i>Personal Services Totals</i>	\$16,160.00	\$16,160.00	\$16,160.00

Contractual Services

60.24	Professional Other Professional		200.00	200.00	200.00
61.04	Maintenance Grounds		81,210.00	81,210.00	81,210.00
63.24	CS Equipment Services Reimbursement		5,700.00	5,700.00	5,700.00
		<i>Contractual Services Totals</i>	\$87,110.00	\$87,110.00	\$87,110.00

Commodities

70.04	Supplies & Parts Grounds		1,400.00	1,400.00	1,400.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

70.12	Supplies & Parts Infrastructure		250.00	250.00	250.00
70.16	Supplies & Parts Equipment		1,000.00	1,000.00	1,000.00
72.04	Operating Supplies Operating Supplies		7,750.00	7,750.00	7,750.00
<i>Commodities Totals</i>					
			\$10,400.00	\$10,400.00	\$10,400.00
Division 00 - Non-Division Totals			\$113,670.00	\$113,670.00	\$113,670.00
Department 00 - Non-Departmental Totals			\$113,670.00	\$113,670.00	\$113,670.00
EXPENSE TOTALS			\$113,670.00	\$113,670.00	\$113,670.00
Fund 308 - SSA 2 Totals					
REVENUE TOTALS			\$130,057.00	\$130,057.00	\$130,057.00
EXPENSE TOTALS			\$113,670.00	\$113,670.00	\$113,670.00
Fund 308 - SSA 2 Totals			\$16,387.00	\$16,387.00	\$16,387.00
Fund 312 - SSA 3					
REVENUE					
Department 00 - Non-Departmental					
Division 00 - Non-Division					
 Property Taxes					
40.40	PT SSA's		76,710.00	76,710.00	76,710.00
<i>Property Taxes Totals</i>			\$76,710.00	\$76,710.00	\$76,710.00
 Investment Income					
46.04	II Interest Income		3,057.00	3,057.00	3,057.00
<i>Investment Income Totals</i>			\$3,057.00	\$3,057.00	\$3,057.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Division	00 - Non-Division	Totals	\$79,767.00	\$79,767.00	\$79,767.00
Department	00 - Non-Departmental	Totals	\$79,767.00	\$79,767.00	\$79,767.00
		REVENUE TOTALS	\$79,767.00	\$79,767.00	\$79,767.00
EXPENSE					
Department	00 - Non-Departmental				
Division	00 - Non-Division				
Personal Services					
50.08	Salaries & Wages Personnel Services Reimbursement		14,220.00	14,220.00	14,220.00
	<i>Personal Services Totals</i>		\$14,220.00	\$14,220.00	\$14,220.00
Contractual Services					
61.04	Maintenance Grounds		53,300.00	53,300.00	53,300.00
63.24	CS Equipment Services Reimbursement		5,900.00	5,900.00	5,900.00
	<i>Contractual Services Totals</i>		\$59,200.00	\$59,200.00	\$59,200.00
Commodities					
70.04	Supplies & Parts Grounds		1,550.00	1,550.00	1,550.00
70.16	Supplies & Parts Equipment		100.00	100.00	100.00
72.04	Operating Supplies Operating Supplies		350.00	350.00	350.00
	<i>Commodities Totals</i>		\$2,000.00	\$2,000.00	\$2,000.00
Division	00 - Non-Division	Totals	\$75,420.00	\$75,420.00	\$75,420.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Department	00 - Non-Departmental	Totals			
		EXPENSE TOTALS	\$75,420.00	\$75,420.00	\$75,420.00
Fund	312 - SSA 3	Totals			
		REVENUE TOTALS	\$79,767.00	\$79,767.00	\$79,767.00
		EXPENSE TOTALS	\$75,420.00	\$75,420.00	\$75,420.00
Fund	312 - SSA 3	Totals	\$4,347.00	\$4,347.00	\$4,347.00
Fund	316 - SSA 4A				
		REVENUE			
Department	00 - Non-Departmental				
Division	00 - Non-Division				
<i>Property Taxes</i>					
40.40		PT SSA's	41,940.00	41,940.00	41,940.00
		<i>Property Taxes Totals</i>	\$41,940.00	\$41,940.00	\$41,940.00
<i>Investment Income</i>					
46.04		II Interest Income	1,992.00	1,992.00	1,992.00
		<i>Investment Income Totals</i>	\$1,992.00	\$1,992.00	\$1,992.00
Division	00 - Non-Division	Totals	\$43,932.00	\$43,932.00	\$43,932.00
Department	00 - Non-Departmental	Totals	\$43,932.00	\$43,932.00	\$43,932.00
		REVENUE TOTALS	\$43,932.00	\$43,932.00	\$43,932.00
EXPENSE					
Department	00 - Non-Departmental				
Division	00 - Non-Division				
<i>Personal Services</i>					
50.08		Salaries & Wages Personnel Services Reimbursement	8,070.00	8,070.00	8,070.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

<i>Personal Services Totals</i>		\$8,070.00	\$8,070.00	\$8,070.00
Contractual Services				
61.04	Maintenance Grounds	10,910.00	10,910.00	10,910.00
61.08	Maintenance Buildings	3,340.00	3,340.00	3,340.00
63.24	CS Equipment Services Reimbursement	3,000.00	3,000.00	3,000.00
<i>Contractual Services Totals</i>		\$17,250.00	\$17,250.00	\$17,250.00
Commodities				
70.04	Supplies & Parts Grounds	2,600.00	2,600.00	2,600.00
70.16	Supplies & Parts Equipment	250.00	250.00	250.00
72.04	Operating Supplies Operating Supplies	300.00	300.00	300.00
<i>Commodities Totals</i>		\$3,150.00	\$3,150.00	\$3,150.00
Capital Outlay				
80.12	Capital Improvements	20,000.00	20,000.00	20,000.00
<i>Capital Outlay Totals</i>		\$20,000.00	\$20,000.00	\$20,000.00
Division 00 - Non-Division Totals		\$48,470.00	\$48,470.00	\$48,470.00
Department 00 - Non-Departmental Totals		\$48,470.00	\$48,470.00	\$48,470.00
EXPENSE TOTALS		\$48,470.00	\$48,470.00	\$48,470.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Fund	316 - SSA 4A Totals			
	REVENUE TOTALS	\$43,932.00	\$43,932.00	\$43,932.00
	EXPENSE TOTALS	\$48,470.00	\$48,470.00	\$48,470.00
Fund	316 - SSA 4A Totals	(\$4,538.00)	(\$4,538.00)	(\$4,538.00)
Fund	320 - SSA 4B			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSA's	2,600.00	2,600.00	2,600.00
	<i>Property Taxes Totals</i>	\$2,600.00	\$2,600.00	\$2,600.00
	Investment Income			
46.04	II Interest Income	215.00	215.00	215.00
	<i>Investment Income Totals</i>	\$215.00	\$215.00	\$215.00
	Division 00 - Non-Division Totals	\$2,815.00	\$2,815.00	\$2,815.00
	Department 00 - Non-Departmental Totals	\$2,815.00	\$2,815.00	\$2,815.00
	REVENUE TOTALS	\$2,815.00	\$2,815.00	\$2,815.00
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	910.00	910.00	910.00
	<i>Personal Services Totals</i>	\$910.00	\$910.00	\$910.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Contractual Services

61.04	Maintenance Grounds	1,530.00	1,530.00	1,530.00
61.08	Maintenance Buildings	283.00	283.00	283.00
63.24	CS Equipment Services Reimbursement	690.00	690.00	690.00
<i>Contractual Services Totals</i>		\$2,503.00	\$2,503.00	\$2,503.00

Commodities

70.16	Supplies & Parts Equipment	20.00	20.00	20.00
<i>Commodities Totals</i>		\$20.00	\$20.00	\$20.00
Division 00 - Non-Division Totals		\$3,433.00	\$3,433.00	\$3,433.00
Department 00 - Non-Departmental Totals		\$3,433.00	\$3,433.00	\$3,433.00
EXPENSE TOTALS		\$3,433.00	\$3,433.00	\$3,433.00
Fund 320 - SSA 4B Totals				
REVENUE TOTALS		\$2,815.00	\$2,815.00	\$2,815.00
EXPENSE TOTALS		\$3,433.00	\$3,433.00	\$3,433.00
Fund 320 - SSA 4B Totals		(\$618.00)	(\$618.00)	(\$618.00)

Fund **324 - SSA 5**

REVENUE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Property Taxes

40.40	PT SSA's	70,570.00	70,570.00	70,570.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

	<i>Property Taxes Totals</i>		\$70,570.00	\$70,570.00	\$70,570.00
Investment Income					
46.04	II Interest Income		3,004.00	3,004.00	3,004.00
	<i>Investment Income Totals</i>		\$3,004.00	\$3,004.00	\$3,004.00
	Division 00 - Non-Division Totals		\$73,574.00	\$73,574.00	\$73,574.00
	Department 00 - Non-Departmental Totals		\$73,574.00	\$73,574.00	\$73,574.00
	REVENUE TOTALS		\$73,574.00	\$73,574.00	\$73,574.00
EXPENSE					
	Department 00 - Non-Departmental				
	Division 00 - Non-Division				
Personal Services					
50.08	Salaries & Wages Personnel Services Reimbursement		6,500.00	6,500.00	6,500.00
	<i>Personal Services Totals</i>		\$6,500.00	\$6,500.00	\$6,500.00
Contractual Services					
61.04	Maintenance Grounds		49,510.00	49,510.00	49,510.00
61.16	Maintenance Equipment		1,000.00	1,000.00	1,000.00
62.04	Utilities Electrical		1,500.00	1,500.00	1,500.00
63.24	CS Equipment Services Reimbursement		3,600.00	3,600.00	3,600.00
	<i>Contractual Services Totals</i>		\$55,610.00	\$55,610.00	\$55,610.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Commodities

70.04	Supplies & Parts Grounds	2,200.00	2,200.00	2,200.00
70.12	Supplies & Parts Infrastructure	100.00	100.00	100.00
70.16	Supplies & Parts Equipment	250.00	250.00	250.00
72.04	Operating Supplies Operating Supplies	500.00	500.00	500.00

Commodities Totals

\$3,050.00 \$3,050.00 \$3,050.00

Capital Outlay

80.12	Capital Improvements	150,000.00	150,000.00	150,000.00
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Capital Outlay Totals

\$150,000.00 \$150,000.00 \$150,000.00

Division **00 - Non-Division** Totals

\$215,160.00 \$215,160.00 \$215,160.00

Department **00 - Non-Departmental** Totals

\$215,160.00 \$215,160.00 \$215,160.00

EXPENSE TOTALS

\$215,160.00 \$215,160.00 \$215,160.00

Fund **324 - SSA 5** Totals

REVENUE TOTALS

\$73,574.00 \$73,574.00 \$73,574.00

EXPENSE TOTALS

\$215,160.00 \$215,160.00 \$215,160.00

Fund **324 - SSA 5** Totals

(\$141,586.00) (\$141,586.00) (\$141,586.00)

Fund **328 - SSA 6**

REVENUE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Property Taxes

Exhibit A - Village of Lake in the Hills

Budget Year 2021

40.40	PT SSA's	33,400.00	33,400.00	33,400.00
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Property Taxes Totals

		\$33,400.00	\$33,400.00	\$33,400.00
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Investment Income

46.04	II Interest Income	952.00	952.00	952.00
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Investment Income Totals

		\$952.00	\$952.00	\$952.00
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Division **00 - Non-Division** Totals

		\$34,352.00	\$34,352.00	\$34,352.00
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Department **00 - Non-Departmental** Totals

		\$34,352.00	\$34,352.00	\$34,352.00
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REVENUE TOTALS

		\$34,352.00	\$34,352.00	\$34,352.00
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EXPENSE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Personal Services

50.08	Salaries & Wages Personnel Services Reimbursement	2,580.00	2,580.00	2,580.00
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Personal Services Totals

		\$2,580.00	\$2,580.00	\$2,580.00
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Contractual Services

61.04	Maintenance Grounds	17,520.00	17,520.00	17,520.00
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63.24	CS Equipment Services Reimbursement	1,680.00	1,680.00	1,680.00
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Contractual Services Totals

		\$19,200.00	\$19,200.00	\$19,200.00
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Commodities

Exhibit A - Village of Lake in the Hills

Budget Year 2021

70.04	Supplies & Parts Grounds		1,000.00	1,000.00	1,000.00
70.12	Supplies & Parts Infrastructure		100.00	100.00	100.00
70.16	Supplies & Parts Equipment		100.00	100.00	100.00
72.04	Operating Supplies Operating Supplies		30.00	30.00	30.00
<i>Commodities Totals</i>			<hr/>	<hr/>	<hr/>
			\$1,230.00	\$1,230.00	\$1,230.00
Division	00 - Non-Division	Totals	<hr/>	<hr/>	<hr/>
			\$23,010.00	\$23,010.00	\$23,010.00
Department	00 - Non-Departmental	Totals	<hr/>	<hr/>	<hr/>
			\$23,010.00	\$23,010.00	\$23,010.00
		EXPENSE TOTALS	<hr/>	<hr/>	<hr/>
			\$23,010.00	\$23,010.00	\$23,010.00
Fund	328 - SSA 6	Totals			
		REVENUE TOTALS	\$34,352.00	\$34,352.00	\$34,352.00
		EXPENSE TOTALS	\$23,010.00	\$23,010.00	\$23,010.00
Fund	328 - SSA 6	Totals	<hr/>	<hr/>	<hr/>
			\$11,342.00	\$11,342.00	\$11,342.00
Fund	332 - SSA 7				
		REVENUE			
Department	00 - Non-Departmental				
Division	00 - Non-Division				
 Property Taxes					
40.40	PT SSA's		2,000.00	2,000.00	2,000.00
<i>Property Taxes Totals</i>			<hr/>	<hr/>	<hr/>
			\$2,000.00	\$2,000.00	\$2,000.00
 Investment Income					
46.04	II Interest Income		76.00	76.00	76.00

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Budget Year 2021

	<i>Investment Income Totals</i>		\$76.00	\$76.00	\$76.00
Division	00 - Non-Division Totals		\$2,076.00	\$2,076.00	\$2,076.00
Department	00 - Non-Departmental Totals		\$2,076.00	\$2,076.00	\$2,076.00
	REVENUE TOTALS		\$2,076.00	\$2,076.00	\$2,076.00
EXPENSE					
Department	00 - Non-Departmental				
Division	00 - Non-Division				
Personal Services					
50.08	Salaries & Wages Personnel Services Reimbursement		560.00	560.00	560.00
	<i>Personal Services Totals</i>		\$560.00	\$560.00	\$560.00
Contractual Services					
63.24	CS Equipment Services Reimbursement		600.00	600.00	600.00
	<i>Contractual Services Totals</i>		\$600.00	\$600.00	\$600.00
Commodities					
70.04	Supplies & Parts Grounds		600.00	600.00	600.00
	<i>Commodities Totals</i>		\$600.00	\$600.00	\$600.00
Division	00 - Non-Division Totals		\$1,760.00	\$1,760.00	\$1,760.00
Department	00 - Non-Departmental Totals		\$1,760.00	\$1,760.00	\$1,760.00
	EXPENSE TOTALS		\$1,760.00	\$1,760.00	\$1,760.00
Fund	332 - SSA 7 Totals				
	REVENUE TOTALS		\$2,076.00	\$2,076.00	\$2,076.00
	EXPENSE TOTALS		\$1,760.00	\$1,760.00	\$1,760.00

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Budget Year 2021

Fund	332 - SSA 7 Totals		\$316.00	\$316.00	\$316.00
Fund	336 - SSA 8B				
	REVENUE				
	Department	00 - Non-Departmental			
	Division	00 - Non-Division			
	Property Taxes				
40.40	PT SSA's		1,300.00	1,300.00	1,300.00
	<i>Property Taxes Totals</i>		\$1,300.00	\$1,300.00	\$1,300.00
	Investment Income				
46.04	II Interest Income		56.00	56.00	56.00
	<i>Investment Income Totals</i>		\$56.00	\$56.00	\$56.00
	Division	00 - Non-Division Totals	\$1,356.00	\$1,356.00	\$1,356.00
	Department	00 - Non-Departmental Totals	\$1,356.00	\$1,356.00	\$1,356.00
	REVENUE TOTALS		\$1,356.00	\$1,356.00	\$1,356.00
	EXPENSE				
	Department	00 - Non-Departmental			
	Division	00 - Non-Division			
	Personal Services				
50.08	Salaries & Wages Personnel Services Reimbursement		230.00	230.00	230.00
	<i>Personal Services Totals</i>		\$230.00	\$230.00	\$230.00
	Contractual Services				
63.24	CS Equipment Services Reimbursement		350.00	350.00	350.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

<i>Contractual Services Totals</i>	\$350.00	\$350.00	\$350.00
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Commodities

70.04 Supplies & Parts Grounds	400.00	400.00	400.00
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<i>Commodities Totals</i>	\$400.00	\$400.00	\$400.00
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Division 00 - Non-Division Totals	\$980.00	\$980.00	\$980.00
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Department 00 - Non-Departmental Totals	\$980.00	\$980.00	\$980.00
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EXPENSE TOTALS	\$980.00	\$980.00	\$980.00
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Fund 336 - SSA 8B Totals			
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REVENUE TOTALS	\$1,356.00	\$1,356.00	\$1,356.00
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EXPENSE TOTALS	\$980.00	\$980.00	\$980.00
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Fund 336 - SSA 8B Totals	\$376.00	\$376.00	\$376.00
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Fund **340 - SSA 8C**

REVENUE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Property Taxes

40.40 PT SSA's	700.00	700.00	700.00
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<i>Property Taxes Totals</i>	\$700.00	\$700.00	\$700.00
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Investment Income

46.04 II Interest Income	54.00	54.00	54.00
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<i>Investment Income Totals</i>	\$54.00	\$54.00	\$54.00
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Division 00 - Non-Division Totals	\$754.00	\$754.00	\$754.00
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Department 00 - Non-Departmental Totals	\$754.00	\$754.00	\$754.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

		REVENUE TOTALS			
			\$754.00	\$754.00	\$754.00
EXPENSE					
	Department	00 - Non-Departmental			
	Division	00 - Non-Division			
Personal Services					
50.08		Salaries & Wages Personnel Services Reimbursement	230.00	230.00	230.00
		<i>Personal Services Totals</i>	\$230.00	\$230.00	\$230.00
Contractual Services					
63.24		CS Equipment Services Reimbursement	350.00	350.00	350.00
		<i>Contractual Services Totals</i>	\$350.00	\$350.00	\$350.00
Commodities					
70.04		Supplies & Parts Grounds	400.00	400.00	400.00
		<i>Commodities Totals</i>	\$400.00	\$400.00	\$400.00
	Division	00 - Non-Division Totals	\$980.00	\$980.00	\$980.00
	Department	00 - Non-Departmental Totals	\$980.00	\$980.00	\$980.00
		EXPENSE TOTALS	\$980.00	\$980.00	\$980.00
	Fund	340 - SSA 8C Totals			
		REVENUE TOTALS	\$754.00	\$754.00	\$754.00
		EXPENSE TOTALS	\$980.00	\$980.00	\$980.00
	Fund	340 - SSA 8C Totals	(\$226.00)	(\$226.00)	(\$226.00)
Fund	352 - SSA 15				
	REVENUE				
	Department	00 - Non-Departmental			
	Division	00 - Non-Division			

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Property Taxes

40.40	PT SSA's	20,500.00	20,500.00	20,500.00
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<i>Property Taxes Totals</i>		20,500.00	20,500.00	20,500.00
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Investment Income

46.04	II Interest Income	796.00	796.00	796.00
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<i>Investment Income Totals</i>		796.00	796.00	796.00
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Division	00 - Non-Division Totals	\$21,296.00	\$21,296.00	\$21,296.00
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Department	00 - Non-Departmental Totals	\$21,296.00	\$21,296.00	\$21,296.00
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REVENUE TOTALS		\$21,296.00	\$21,296.00	\$21,296.00
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EXPENSE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Personal Services

50.08	Salaries & Wages Personnel Services Reimbursement	6,070.00	6,070.00	6,070.00
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<i>Personal Services Totals</i>		6,070.00	6,070.00	6,070.00
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Contractual Services

61.04	Maintenance Grounds	12,780.00	12,780.00	12,780.00
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63.24	CS Equipment Services Reimbursement	4,650.00	4,650.00	4,650.00
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<i>Contractual Services Totals</i>		17,430.00	17,430.00	17,430.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

Commodities

70.04	Supplies & Parts Grounds		600.00	600.00	600.00
70.16	Supplies & Parts Equipment		100.00	100.00	100.00
		<i>Commodities Totals</i>			
			\$700.00	\$700.00	\$700.00
Division		00 - Non-Division Totals	\$24,200.00	\$24,200.00	\$24,200.00
Department		00 - Non-Departmental Totals	\$24,200.00	\$24,200.00	\$24,200.00
		EXPENSE TOTALS	\$24,200.00	\$24,200.00	\$24,200.00
Fund		352 - SSA 15 Totals			
		REVENUE TOTALS	\$21,296.00	\$21,296.00	\$21,296.00
		EXPENSE TOTALS	\$24,200.00	\$24,200.00	\$24,200.00
Fund		352 - SSA 15 Totals	(\$2,904.00)	(\$2,904.00)	(\$2,904.00)

Fund **356 - SSA 24**

REVENUE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Investment Income

46.04	II Interest Income		80.00	80.00	80.00
		<i>Investment Income Totals</i>	\$80.00	\$80.00	\$80.00

Miscellaneous

47.08	MR Contributions		9,510.00	9,510.00	9,510.00
		<i>Miscellaneous Totals</i>	\$9,510.00	\$9,510.00	\$9,510.00
Division		00 - Non-Division Totals	\$9,590.00	\$9,590.00	\$9,590.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Department 00 - Non-Departmental Totals		\$9,590.00	\$9,590.00	\$9,590.00
REVENUE TOTALS		\$9,590.00	\$9,590.00	\$9,590.00
EXPENSE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
Personal Services				
50.08	Salaries & Wages Personnel Services Reimbursement	6,720.00	6,720.00	6,720.00
<i>Personal Services Totals</i>		6,720.00	6,720.00	6,720.00
Contractual Services				
61.04	Maintenance Grounds	6,000.00	6,000.00	6,000.00
63.24	CS Equipment Services Reimbursement	3,000.00	3,000.00	3,000.00
<i>Contractual Services Totals</i>		9,000.00	9,000.00	9,000.00
Commodities				
72.04	Operating Supplies Operating Supplies	30.00	30.00	30.00
<i>Commodities Totals</i>		\$30.00	\$30.00	\$30.00
Division 00 - Non-Division Totals		\$15,750.00	\$15,750.00	\$15,750.00
Department 00 - Non-Departmental Totals		\$15,750.00	\$15,750.00	\$15,750.00
EXPENSE TOTALS		\$15,750.00	\$15,750.00	\$15,750.00
Fund 356 - SSA 24 Totals				
REVENUE TOTALS		\$9,590.00	\$9,590.00	\$9,590.00
EXPENSE TOTALS		\$15,750.00	\$15,750.00	\$15,750.00
Fund 356 - SSA 24 Totals		(\$6,160.00)	(\$6,160.00)	(\$6,160.00)

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Fund **410 - Lakes Projects**

REVENUE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Intergovernmental

43.16	IG Grants	784,353.00	784,353.00	784,353.00
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<i>Intergovernmental Totals</i>	\$784,353.00	\$784,353.00	\$784,353.00
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Investment Income

46.04	II Interest Income	2,457.00	2,457.00	2,457.00
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<i>Investment Income Totals</i>	\$2,457.00	\$2,457.00	\$2,457.00
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Miscellaneous

47.08	MR Contributions	750,944.00	750,944.00	750,944.00
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<i>Miscellaneous Totals</i>	\$750,944.00	\$750,944.00	\$750,944.00
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Division 00 - Non-Division Totals	\$1,537,754.00	\$1,537,754.00	\$1,537,754.00
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Department 00 - Non-Departmental Totals	\$1,537,754.00	\$1,537,754.00	\$1,537,754.00
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REVENUE TOTALS	\$1,537,754.00	\$1,537,754.00	\$1,537,754.00
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EXPENSE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Contractual Services

60.08	Professional Engineering	183,555.00	183,555.00	183,555.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

<i>Contractual Services Totals</i>	\$183,555.00	\$183,555.00	\$183,555.00
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Capital Outlay

80.12 Capital Improvements	1,663,520.00	1,663,520.00	1,663,520.00
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<i>Capital Outlay Totals</i>	\$1,663,520.00	\$1,663,520.00	\$1,663,520.00
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Division 00 - Non-Division Totals	\$1,847,075.00	\$1,847,075.00	\$1,847,075.00
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Department 00 - Non-Departmental Totals	\$1,847,075.00	\$1,847,075.00	\$1,847,075.00
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EXPENSE TOTALS	\$1,847,075.00	\$1,847,075.00	\$1,847,075.00
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Fund 410 - Lakes Projects Totals			
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REVENUE TOTALS	\$1,537,754.00	\$1,537,754.00	\$1,537,754.00
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EXPENSE TOTALS	\$1,847,075.00	\$1,847,075.00	\$1,847,075.00
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Fund 410 - Lakes Projects Totals	(\$309,321.00)	(\$309,321.00)	(\$309,321.00)
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Fund **490 - CIP**

REVENUE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Sales & Other Taxes

41.16 ST Utility Tax	1,300,000.00	1,300,000.00	1,300,000.00
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<i>Sales & Other Taxes Totals</i>	\$1,300,000.00	\$1,300,000.00	\$1,300,000.00
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Intergovernmental

43.16 IG Grants	102,550.00	102,550.00	102,550.00
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<i>Intergovernmental Totals</i>	\$102,550.00	\$102,550.00	\$102,550.00
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Miscellaneous

Exhibit A - Village of Lake in the Hills

Budget Year 2021

47.12	MR Sale of Surplus Property		56,000.00	56,000.00	56,000.00
		<i>Miscellaneous Totals</i>			
			\$56,000.00	\$56,000.00	\$56,000.00
	Division 00 - Non-Division	Totals	\$1,458,550.00	\$1,458,550.00	\$1,458,550.00
	Department 00 - Non-Departmental	Totals	\$1,458,550.00	\$1,458,550.00	\$1,458,550.00
		REVENUE TOTALS	\$1,458,550.00	\$1,458,550.00	\$1,458,550.00
	EXPENSE				
	Department 00 - Non-Departmental				
	Division 00 - Non-Division				
	Capital Outlay				
80.08	Capital Buildings & Structures		530,345.00	530,345.00	530,345.00
80.32	Capital Equipment		211,650.00	211,650.00	211,650.00
80.44	Capital Vehicles		433,650.00	433,650.00	433,650.00
80.48	Capital Information Systems - Hardware		150,000.00	150,000.00	150,000.00
80.52	Capital Information Systems - Software		6,300.00	6,300.00	6,300.00
		<i>Capital Outlay Totals</i>	\$1,331,945.00	\$1,331,945.00	\$1,331,945.00
	Interfund Transfers				
95.04	Transfers Transfers Out		230,000.00	230,000.00	230,000.00
		<i>Interfund Transfers Totals</i>	\$230,000.00	\$230,000.00	\$230,000.00
	Division 00 - Non-Division	Totals	\$1,561,945.00	\$1,561,945.00	\$1,561,945.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Department	00 - Non-Departmental	Totals	\$1,561,945.00	\$1,561,945.00	\$1,561,945.00
		EXPENSE TOTALS	\$1,561,945.00	\$1,561,945.00	\$1,561,945.00
Fund	490 - CIP	Totals			
		REVENUE TOTALS	\$1,458,550.00	\$1,458,550.00	\$1,458,550.00
		EXPENSE TOTALS	\$1,561,945.00	\$1,561,945.00	\$1,561,945.00
Fund	490 - CIP	Totals	(\$103,395.00)	(\$103,395.00)	(\$103,395.00)
Fund	520 - Water O & M				
		REVENUE			
Department	00 - Non-Departmental				
Division	00 - Non-Division				
Property Taxes					
40.40		PT SSA's	104,200.00	104,200.00	104,200.00
		<i>Property Taxes Totals</i>	\$104,200.00	\$104,200.00	\$104,200.00
Licenses and Permits					
42.16		LP Miscellaneous Licenses	350.00	350.00	350.00
		<i>Licenses and Permits Totals</i>	\$350.00	\$350.00	\$350.00
Charges for Services					
44.08		CS Impact Fees	354,810.00	354,810.00	354,810.00
44.38		CS Water Sales Revenue	3,457,526.00	3,457,526.00	3,457,526.00
44.40		CS Water Meter Fees	4,420.00	4,420.00	4,420.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

<i>Charges for Services Totals</i>	\$3,816,756.00	\$3,816,756.00	\$3,816,756.00
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Investment Income

46.04 II Interest Income	65,300.00	65,300.00	65,300.00
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<i>Investment Income Totals</i>	\$65,300.00	\$65,300.00	\$65,300.00
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Miscellaneous

47.04 MR Misc Revenue	2,000.00	2,000.00	2,000.00
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47.12 MR Sale of Surplus Property	12,000.00	12,000.00	12,000.00
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47.28 MR Penalties & Interest	130,000.00	130,000.00	130,000.00
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<i>Miscellaneous Totals</i>	\$144,000.00	\$144,000.00	\$144,000.00
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Division 00 - Non-Division Totals	\$4,130,606.00	\$4,130,606.00	\$4,130,606.00
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Department 00 - Non-Departmental Totals	\$4,130,606.00	\$4,130,606.00	\$4,130,606.00
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REVENUE TOTALS	\$4,130,606.00	\$4,130,606.00	\$4,130,606.00
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EXPENSE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Personal Services

50.04 Salaries & Wages Full Time	1,145,581.00	1,145,581.00	1,145,581.00
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50.08 Salaries & Wages Personnel Services Reimbursement	-51.00	-51.00	-51.00
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50.12 Salaries & Wages Part Time	22,205.00	22,205.00	22,205.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

50.20	Salaries & Wages Over Time	55,075.00	55,075.00	55,075.00
51.04	Taxes & Benefits FICA	95,737.00	95,737.00	95,737.00
51.08	Taxes & Benefits IMRF	124,554.00	124,554.00	124,554.00
51.20	Taxes & Benefits Health & Life Insurance	270,210.00	270,210.00	270,210.00
51.28	Taxes & Benefits Other Employee Benefits	29,915.00	29,915.00	29,915.00

Personal Services Totals

\$1,743,226.00	\$1,743,226.00	\$1,743,226.00
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Professional Development

52.04	Prof Devel Conference/ School/ Training	8,490.00	8,490.00	8,490.00
52.08	Prof Devel Dues	2,914.00	2,914.00	2,914.00
52.16	Prof Devel Travel	4,502.00	4,502.00	4,502.00

Professional Development Totals

\$15,906.00	\$15,906.00	\$15,906.00
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Contractual Services

60.04	Professional Accounting	9,912.00	9,912.00	9,912.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

60.08	Professional Engineering	47,000.00	47,000.00	47,000.00
60.12	Professional Legal	1,000.00	1,000.00	1,000.00
60.16	Professional Medical	882.00	882.00	882.00
60.22	Professional Lab Testing Services	17,135.00	17,135.00	17,135.00
60.24	Professional Other Professional	18,314.00	18,314.00	18,314.00
61.04	Maintenance Grounds	15,089.00	15,089.00	15,089.00
61.08	Maintenance Buildings	8,655.00	8,655.00	8,655.00
61.12	Maintenance Infrastructure	56,250.00	56,250.00	56,250.00
61.16	Maintenance Equipment	30,215.00	30,215.00	30,215.00
61.24	Maintenance Computers	42,705.00	42,705.00	42,705.00
61.28	Maintenance Vehicles	3,420.00	3,420.00	3,420.00
61.32	Maintenance Janitorial	5,185.00	5,185.00	5,185.00
62.04	Utilities Electrical	227,328.00	227,328.00	227,328.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

62.08	Utilities Natural Gas	19,622.00	19,622.00	19,622.00
62.12	Utilities Sewer	45,759.00	45,759.00	45,759.00
62.20	Utilities Telephone	29,934.00	29,934.00	29,934.00
63.04	CS Postage	20,700.00	20,700.00	20,700.00
63.08	CS Publishing & Advertising	135.00	135.00	135.00
63.12	CS Printing & Copying	368.00	368.00	368.00
63.16	CS Rentals	2,400.00	2,400.00	2,400.00
63.24	CS Equipment Services Reimbursement	-4,447.00	-4,447.00	-4,447.00
63.28	CS JULIE System Costs	2,370.00	2,370.00	2,370.00
64.08	Insurance Workers Comp - Premium	50,440.00	50,440.00	50,440.00
64.24	Insurance General Liability	41,600.00	41,600.00	41,600.00
<i>Contractual Services Totals</i>		\$691,971.00	\$691,971.00	\$691,971.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

Commodities

70.04	Supplies & Parts Grounds	3,500.00	3,500.00	3,500.00
70.08	Supplies & Parts Buildings	16,100.00	16,100.00	16,100.00
70.12	Supplies & Parts Infrastructure	34,795.00	34,795.00	34,795.00
70.14	Supplies & Parts Meters	36,355.00	36,355.00	36,355.00
70.16	Supplies & Parts Equipment	14,502.00	14,502.00	14,502.00
70.20	Supplies & Parts Information Systems	1,200.00	1,200.00	1,200.00
70.28	Supplies & Parts Vehicles	7,500.00	7,500.00	7,500.00
71.04	Office Supplies Office Supplies	701.00	701.00	701.00
72.04	Operating Supplies Operating Supplies	22,930.00	22,930.00	22,930.00
72.08	Operating Supplies Ice & Snow Controls	1,050.00	1,050.00	1,050.00
72.10	Operating Supplies Water System Chemicals	167,712.00	167,712.00	167,712.00
72.12	Operating Supplies Fuel & Petroleum Supplies	29,463.00	29,463.00	29,463.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

72.16	Operating Supplies Uniforms & Protective Clothing	6,662.00	6,662.00	6,662.00
<i>Commodities Totals</i>		<hr/>	<hr/>	<hr/>
		\$342,470.00	\$342,470.00	\$342,470.00
 Capital Outlay				
80.20	Capital Wells & Storage	287,200.00	287,200.00	287,200.00
80.32	Capital Equipment	88,864.00	88,864.00	88,864.00
80.44	Capital Vehicles	80,066.00	80,066.00	80,066.00
<i>Capital Outlay Totals</i>		<hr/>	<hr/>	<hr/>
		\$456,130.00	\$456,130.00	\$456,130.00
 Debt Service				
90.08	Debt Service Principal Payment	55,000.00	55,000.00	55,000.00
90.12	Debt Service Interest Payment	49,200.00	49,200.00	49,200.00
<i>Debt Service Totals</i>		<hr/>	<hr/>	<hr/>
		\$104,200.00	\$104,200.00	\$104,200.00
Division	00 - Non-Division Totals	<hr/>	<hr/>	<hr/>
		\$3,353,903.00	\$3,353,903.00	\$3,353,903.00
Department	00 - Non-Departmental Totals	<hr/>	<hr/>	<hr/>
		\$3,353,903.00	\$3,353,903.00	\$3,353,903.00
	EXPENSE TOTALS	<hr/>	<hr/>	<hr/>
		\$3,353,903.00	\$3,353,903.00	\$3,353,903.00
Fund	520 - Water O & M Totals	<hr/>	<hr/>	<hr/>
	REVENUE TOTALS	\$4,130,606.00	\$4,130,606.00	\$4,130,606.00
	EXPENSE TOTALS	<hr/>	<hr/>	<hr/>
		\$3,353,903.00	\$3,353,903.00	\$3,353,903.00
Fund	520 - Water O & M Totals	<hr/>	<hr/>	<hr/>
		\$776,703.00	\$776,703.00	\$776,703.00
Fund	620 - Airport O & M			

Exhibit A - Village of Lake in the Hills

Budget Year 2021

REVENUE

Department **00 - Non-Departmental**

Division **00 - Non-Division**

Intergovernmental

43.16	IG Grants	612,227.00	612,227.00	612,227.00
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Intergovernmental Totals

\$612,227.00	\$612,227.00	\$612,227.00
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Charges for Services

44.26	CS Commercial Activity Fees	44,272.00	44,272.00	44,272.00
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44.28	CS Airport Fuel Sales	422,470.00	422,470.00	422,470.00
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44.52	CS Rental Income	364,326.00	364,326.00	364,326.00
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Charges for Services Totals

\$831,068.00	\$831,068.00	\$831,068.00
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Investment Income

46.04	II Interest Income	2,300.00	2,300.00	2,300.00
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Investment Income Totals

\$2,300.00	\$2,300.00	\$2,300.00
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Miscellaneous

47.04	MR Misc Revenue	1,238.00	1,238.00	1,238.00
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47.08	MR Contributions	1,995,217.00	1,995,217.00	1,995,217.00
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Exhibit A - Village of Lake in the Hills

Budget Year 2021

47.12	MR Sale of Surplus Property		3,500.00	3,500.00	3,500.00
47.28	MR Penalties & Interest		823.00	823.00	823.00
		<i>Miscellaneous Totals</i>			
			\$2,000,778.00	\$2,000,778.00	\$2,000,778.00
<i>Interfund Transfers</i>					
49.04	Transfers Transfers In		4,225.00	4,225.00	4,225.00
		<i>Interfund Transfers Totals</i>			
			\$4,225.00	\$4,225.00	\$4,225.00
		Division 00 - Non-Division Totals	\$3,450,598.00	\$3,450,598.00	\$3,450,598.00
		Department 00 - Non-Departmental Totals	\$3,450,598.00	\$3,450,598.00	\$3,450,598.00
		REVENUE TOTALS	\$3,450,598.00	\$3,450,598.00	\$3,450,598.00

EXPENSE

Department **00 - Non-Departmental**
 Division **00 - Non-Division**

Personal Services

50.04	Salaries & Wages Full Time		112,772.00	112,772.00	112,772.00
50.08	Salaries & Wages Personnel Services Reimbursement		43,537.00	43,537.00	43,537.00
50.12	Salaries & Wages Part Time		59,234.00	59,234.00	59,234.00
50.20	Salaries & Wages Over Time		50.00	50.00	50.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

51.04	Taxes & Benefits FICA	13,394.00	13,394.00	13,394.00
51.08	Taxes & Benefits IMRF	16,461.00	16,461.00	16,461.00
51.20	Taxes & Benefits Health & Life Insurance	22,620.00	22,620.00	22,620.00
51.28	Taxes & Benefits Other Employee Benefits	3,000.00	3,000.00	3,000.00

Personal Services Totals

\$271,068.00	\$271,068.00	\$271,068.00
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Professional Development

52.04	Prof Devel Conference/ School/ Training	1,499.00	1,499.00	1,499.00
52.08	Prof Devel Dues	1,154.00	1,154.00	1,154.00
52.12	Prof Devel Publications	265.00	265.00	265.00
52.16	Prof Devel Travel	1,132.00	1,132.00	1,132.00

Professional Development Totals

\$4,050.00	\$4,050.00	\$4,050.00
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Contractual Services

60.04	Professional Accounting	2,478.00	2,478.00	2,478.00
60.08	Professional Engineering	406,000.00	406,000.00	406,000.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

60.12	Professional Legal	1,000.00	1,000.00	1,000.00
60.16	Professional Medical	380.00	380.00	380.00
60.24	Professional Other Professional	2,662.00	2,662.00	2,662.00
61.08	Maintenance Buildings	7,590.00	7,590.00	7,590.00
61.16	Maintenance Equipment	5,197.00	5,197.00	5,197.00
61.24	Maintenance Computers	7,583.00	7,583.00	7,583.00
61.28	Maintenance Vehicles	3,360.00	3,360.00	3,360.00
62.04	Utilities Electrical	29,071.00	29,071.00	29,071.00
62.20	Utilities Telephone	3,508.00	3,508.00	3,508.00
63.04	CS Postage	700.00	700.00	700.00
63.08	CS Publishing & Advertising	495.00	495.00	495.00
63.12	CS Printing & Copying	45.00	45.00	45.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

63.16	CS Rentals	17,131.00	17,131.00	17,131.00
63.24	CS Equipment Services Reimbursement	15,064.00	15,064.00	15,064.00
64.08	Insurance Workers Comp - Premium	250.00	250.00	250.00
64.24	Insurance General Liability	12,426.00	12,426.00	12,426.00

Contractual Services Totals

\$514,940.00	\$514,940.00	\$514,940.00
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Commodities

70.04	Supplies & Parts Grounds	198.00	198.00	198.00
70.08	Supplies & Parts Buildings	2,140.00	2,140.00	2,140.00
70.12	Supplies & Parts Infrastructure	1,105.00	1,105.00	1,105.00
70.16	Supplies & Parts Equipment	3,500.00	3,500.00	3,500.00
70.20	Supplies & Parts Information Systems	4,508.00	4,508.00	4,508.00
70.28	Supplies & Parts Vehicles	3,210.00	3,210.00	3,210.00
71.04	Office Supplies Office Supplies	488.00	488.00	488.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

72.04	Operating Supplies Operating Supplies	5,221.00	5,221.00	5,221.00
72.08	Operating Supplies Ice & Snow Controls	8,210.00	8,210.00	8,210.00
72.12	Operating Supplies Fuel & Petroleum Supplies	283,488.00	283,488.00	283,488.00
72.16	Operating Supplies Uniforms & Protective Clothing	1,180.00	1,180.00	1,180.00
72.20	Operating Supplies Fuel Sales Tax	33,800.00	33,800.00	33,800.00

Commodities Totals

\$347,048.00 \$347,048.00 \$347,048.00

Capital Outlay

80.12	Capital Improvements	2,100,000.00	2,100,000.00	2,100,000.00
80.44	Capital Vehicles	284,598.00	284,598.00	284,598.00

Capital Outlay Totals

\$2,384,598.00 \$2,384,598.00 \$2,384,598.00

Debt Service

90.08	Debt Service Principal Payment	65,000.00	65,000.00	65,000.00
90.12	Debt Service Interest Payment	2,700.00	2,700.00	2,700.00
90.20	Debt Service Amortization Costs	810.00	810.00	810.00

Exhibit A - Village of Lake in the Hills

Budget Year 2021

	<i>Debt Service Totals</i>		\$68,510.00	\$68,510.00	\$68,510.00
Division	00 - Non-Division Totals		\$3,590,214.00	\$3,590,214.00	\$3,590,214.00
Department	00 - Non-Departmental Totals		\$3,590,214.00	\$3,590,214.00	\$3,590,214.00
	EXPENSE TOTALS		\$3,590,214.00	\$3,590,214.00	\$3,590,214.00
Fund	620 - Airport O & M Totals				
	REVENUE TOTALS		\$3,450,598.00	\$3,450,598.00	\$3,450,598.00
	EXPENSE TOTALS		\$3,590,214.00	\$3,590,214.00	\$3,590,214.00
Fund	620 - Airport O & M Totals		(\$139,616.00)	(\$139,616.00)	(\$139,616.00)
Fund	810 - Health Insurance				
	REVENUE				
Department	00 - Non-Departmental				
Division	00 - Non-Division				
	Miscellaneous				
47.24	MR Employer Contributions		326,500.00	326,500.00	326,500.00
	<i>Miscellaneous Totals</i>		\$326,500.00	\$326,500.00	\$326,500.00
	Interfund Transfers				
49.04	Transfers Transfers In		25,000.00	25,000.00	25,000.00
	<i>Interfund Transfers Totals</i>		\$25,000.00	\$25,000.00	\$25,000.00
Division	00 - Non-Division Totals		\$351,500.00	\$351,500.00	\$351,500.00
Department	00 - Non-Departmental Totals		\$351,500.00	\$351,500.00	\$351,500.00
	REVENUE TOTALS		\$351,500.00	\$351,500.00	\$351,500.00
	EXPENSE				
Department	00 - Non-Departmental				
Division	00 - Non-Division				
	Contractual Services				

Exhibit A - Village of Lake in the Hills

Budget Year 2021

60.16	Professional Medical		215,000.00	215,000.00	215,000.00
60.18	Professional Dental		144,600.00	144,600.00	144,600.00
60.24	Professional Other Professional		6,500.00	6,500.00	6,500.00
<i>Contractual Services Totals</i>					
			\$366,100.00	\$366,100.00	\$366,100.00
Division	00 - Non-Division	Totals	\$366,100.00	\$366,100.00	\$366,100.00
Department	00 - Non-Departmental	Totals	\$366,100.00	\$366,100.00	\$366,100.00
		EXPENSE TOTALS	\$366,100.00	\$366,100.00	\$366,100.00
Fund	810 - Health Insurance	Totals			
		REVENUE TOTALS	\$351,500.00	\$351,500.00	\$351,500.00
		EXPENSE TOTALS	\$366,100.00	\$366,100.00	\$366,100.00
Fund	810 - Health Insurance	Totals	(\$14,600.00)	(\$14,600.00)	(\$14,600.00)
Net Grand Totals					
		REVENUE GRAND TOTALS	\$31,926,835.00	\$31,926,835.00	\$31,926,835.00
		EXPENSE GRAND TOTALS	\$32,575,322.00	\$32,575,322.00	\$32,575,322.00
		Net Grand Totals	(\$648,487.00)	(\$648,487.00)	(\$648,487.00)



REQUEST FOR BOARD ACTION

MEETING DATE: December 8, 2020
DEPARTMENT: Finance
SUBJECT: Ordinance – 2020 Tax Levy Abatement

EXECUTIVE SUMMARY

Attached is an ordinance providing for the abatement of the **\$104,200** levy which will be extended by the County Clerk pursuant to Ordinance Number 2019-34 adopted on August 22, 2019 in connection with the issuance of the \$1,495,000 General Obligation Bonds, Series 2019 bond issue for the water main replacement project located specifically in Special Service Area #51.

Attached is an ordinance providing for the abatement of the **\$67,050** levy which will be extended by the County Clerk pursuant to Ordinance Number 2012-08 adopted on February 23, 2012 in connection with the issuance of the \$1,275,000 General Obligation Refunding Bonds, Series 2012 bond issue for the refunding of the 2003 Debt Certificates issued to finance safety improvements at the airport.

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

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Ordinance for the abatement of a 2020 tax levy for the \$1,495,000 General Obligation Bonds, Series 2019
2. Ordinance for the abatement of a 2020 tax levy for the \$1,275,000 General Obligation Refunding Bonds, Series 2012

RECOMMENDED MOTION

Motion to approve the attached ordinances.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2020-___

AN ORDINANCE FOR THE ABATEMENT OF A 2020 TAX LEVY
FOR THE \$1,495,000 GENERAL OBLIGATION BONDS, SERIES 2019

Adopted by
the President and Board of Trustees
of the Village of Lake in the Hills
this 10th day of December, 2020

Published in pamphlet form by direction
and authority of the Village of Lake in the Hills
McHenry County, Illinois
this 10th day of December, 2020

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020- _____

**AN ORDINANCE FOR THE ABATEMENT OF A 2020 TAX LEVY
FOR \$1,495,000 GENERAL OBLIGATION BONDS, 2019 SERIES**

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

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

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

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

WHEREAS, Section 12 of the Bond Ordinance, as supplemented by the Bond Order, authorizes a tax levy for the year 2020 sufficient to produce the sum of \$104,200 (the "2020 Tax Levy"); and

WHEREAS, the Board of Trustees of the Village of Lake in the Hills has determined that it is in the public interest to abate the 2020 Tax Levy;

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

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

SECTION TWO: Abatement. The tax levy authorized by Section 12 of Village of Lake in the Hills Ordinance Number 2019-34, as supplemented by the Bond Order, for the year 2020 of a tax sufficient to produce the sum of \$104,200 is hereby abated in its entirety.

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

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

Passed this 10th day of December 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 DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020 - _____

AN ORDINANCE FOR THE ABATEMENT OF A 2020 TAX LEVY
FOR THE \$1,275,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012

Adopted by
the President and Board of Trustees
of the Village of Lake in the Hills
this 10th day of December, 2020

Published in pamphlet form by direction
and authority of the Village of Lake in the Hills
McHenry County, Illinois
this 10th day of December, 2020

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020- ____

AN ORDINANCE FOR THE ABATEMENT OF A 2020 TAX LEVY
FOR THE \$1,275,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012

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

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

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

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

WHEREAS, Section 8 of the Bond Ordinance, as supplemented by the Bond Order, authorizes a tax levy for the year 2020 sufficient to produce the sum of \$67,050 (the "2020 Tax Levy"); and

WHEREAS, the Board of Trustees of the Village of Lake in the Hills has determined that it is in the public interest to abate the 2020 Tax Levy;

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

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

SECTION TWO: Abatement. The tax levy authorized by Section 8 of Village of Lake in the Hills Ordinance Number 2012-08 for the year 2020 of a tax sufficient to produce the sum of \$67,050 is hereby abated in its entirety.

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

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

Passed this 10th day of December 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 DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: December 8, 2020
DEPARTMENT: Finance
SUBJECT: Ordinance – 2020 Tax Levy

EXECUTIVE SUMMARY

For the 11th consecutive year the Village is pleased to propose a no increase or flat property tax levy on behalf of our residents and businesses. The Village Board and staff are keenly aware of our state’s extremely high property tax burden and realize keeping our portion flat for the past decade has been helpful and appreciated by our community.

The proposed amount to be levied for corporate and special purpose property taxes for 2020 is \$5,481,747 which is a 0.0% change from the 2019 tax extension of \$5,481,747. 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 \$67,050 are proposed to be abated entirely for a total of \$171,250. 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. The proposed 2020 levy of \$5,481,747 can be summarized as follows:

<u>Levy</u>	<u>Amount</u>
Corporate	\$ 1,674,610
Police Pension	\$ 1,634,382
Social Security	\$ 714,582
Police Protection	\$ 544,880
IMRF	\$ 438,403
Workers Compensation	\$ 270,000
Liability Insurance	\$ 191,250
Audit	\$ 13,640
Total 2020 Tax Levy	\$ 5,481,747

FINANCIAL IMPACT

The property tax levy accounts for approximately 31.6% of the total General Fund revenue for FY 2021.

ATTACHMENTS

1. An ordinance for the Levy of Taxes for the Village of Lake in the Hills for 2020

RECOMMENDED MOTION

Motion to approve the attached ordinance for the Levy of Taxes for the Village of Lake in the Hills for 2020.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020 - ____

An Ordinance for the Levy of Taxes for the Village of Lake in the Hills, McHenry County, Illinois for 2020

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

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, did on the 12th day of December, 2019, pass the Budget Ordinance No. 2019-49 for the Village of Lake in the Hills for the fiscal year commencing on January 1, 2020 and ending December 31, 2020, the amount of which is ascertained to be \$29,674,547 of which said Budget Ordinance was duly presented for publication as prescribed in 65 ILCS 5/8-2-9.4 of the Municipal Code, State of Illinois.

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

SECTION 1: That there be and is hereby levied upon all taxable property within the corporate limits of said Village for the year 2020, the sum of \$5,481,747 for the following specific purposes mentioned in said Budget Ordinance and in the respective sums as follows, to wit:

Corporate	\$	1,674,610
Police Pension	\$	1,634,382
Social Security	\$	714,582
Police Protection	\$	544,880
IMRF	\$	438,403
Workers Compensation	\$	270,000
Liability Insurance	\$	191,250
Audit	\$	13,640
Total 2020 Tax Levy	\$	5,481,747

Village of Lake in the Hills Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Board Approved Budget	2020 Tax Levy	Key
Fund 100 - General Fund				
Department 10 - Executive				
51.04	Taxes & Benefits FICA	4,223.00	4,223.00	B
Department 12 - Village Administration				
51.04	Taxes & Benefits FICA	36,653.00	36,653.00	B
51.08	Taxes & Benefits IMRF	43,340.00	43,340.00	C
Department 16 - Finance				
51.04	Taxes & Benefits FICA	43,213.00	43,213.00	B
51.08	Taxes & Benefits IMRF	54,237.00	54,237.00	C
60.04	Professional Accounting	13,640.00	13,640.00	A
Department 18 - Community Services				
Division 50 - Parks & Recreation				
51.04	Taxes & Benefits FICA	53,120.00	53,120.00	B
51.08	Taxes & Benefits IMRF	32,254.00	32,254.00	C
Division 52 - Community Development				
51.04	Taxes & Benefits FICA	30,115.00	30,115.00	B
51.08	Taxes & Benefits IMRF	37,361.00	37,361.00	C
Department 20 - Police				
Division 10 - Administration				
50.04	Salaries & Wages Full Time	497,240.00	497,240.00	GG
51.04	Taxes & Benefits FICA	37,502.00	37,502.00	B
51.08	Taxes & Benefits IMRF	7,065.00	7,065.00	C
51.12	Taxes & Benefits Police Pension	161,241.00	175,918.00	D
Division 20 - Patrol				
50.04	Salaries & Wages Full Time	3,193,426.00	854,842.00	GG
51.04	Taxes & Benefits FICA	263,514.00	263,514.00	B
51.08	Taxes & Benefits IMRF	9,732.00	9,732.00	C
51.12	Taxes & Benefits Police Pension	1,176,729.00	1,283,838.00	D
Division 22 - Support Services				
50.04	Salaries & Wages Full Time	867,408.00	867,408.00	GG
51.04	Taxes & Benefits FICA	70,028.00	70,028.00	B
51.08	Taxes & Benefits IMRF	35,805.00	35,805.00	C
51.12	Taxes & Benefits Police Pension	160,057.00	174,626.00	D
Department 30 - Public Works				
Division 10 - Administration				
51.04	Taxes & Benefits FICA	19,450.00	19,450.00	B
51.08	Taxes & Benefits IMRF	24,585.00	24,585.00	C
Division 30 - Streets				
51.04	Taxes & Benefits FICA	89,428.00	89,428.00	B
51.08	Taxes & Benefits IMRF	109,488.00	109,488.00	C
Division 32 - Public Properties				
51.04	Taxes & Benefits FICA	56,655.00	56,655.00	B
51.08	Taxes & Benefits IMRF	71,035.00	71,035.00	C
Department 60 - Management Information Systems				
51.04	Taxes & Benefits FICA	10,681.00	10,681.00	B
51.08	Taxes & Benefits IMRF	13,501.00	13,501.00	C
Department 70 - Insurance & Tort				
64.08	Insurance Workers Comp - Premium	290,000.00	270,000.00	F
64.24	Insurance General Liability	211,250.00	191,250.00	E
Fund 100 - General Fund Totals		7,723,976.00	5,481,747.00	

Summary	Amount	Sum of Above
Audit	\$ 13,640.00	A
Social Security	\$ 714,582.00	B
IMRF	\$ 438,403.00	C
Police Pension	\$ 1,634,382.00	D
Liability Insurance	\$ 191,250.00	E
Workers Compensation	\$ 270,000.00	F
Police Protection	\$ 544,880.00	GG
Corporate	\$ 1,674,610.00	GG
Total 2020 Tax Levy	\$ 5,481,747.00	

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

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

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

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

Passed this 10th day of December, 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 DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: December 8, 2020
DEPARTMENT: Finance
SUBJECT: Ordinance – 2020 Special Service Area Tax Levies

EXECUTIVE SUMMARY

Attached are twelve separate ordinances for the 2020 Special Service Area (SSA) Tax Levies.

As discussed during the FY 2021 budget presentation, the 2020 levies for each of the twelve Special Service Areas range from \$700 for SSA #8C to \$127,320 for SSA #2 and represent a 13.6% decrease from the 2019 tax levy. The combined levies for all twelve Special Service Areas total \$483,240.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. An ordinance establishing a Tax Levy for Special Service Area Number 1 for the 2020 Tax Year.
2. An ordinance establishing a Tax Levy for Special Service Area Number 2 for the 2020 Tax Year.
3. An ordinance establishing a Tax Levy for Special Service Area Number 3 for the 2020 Tax Year.
4. An ordinance establishing a Tax Levy for Special Service Area Number 4A for the 2020 Tax Year.
5. An ordinance establishing a Tax Levy for Special Service Area Number 4B for the 2020 Tax Year.
6. An ordinance establishing a Tax Levy for Special Service Area Number 5 for the 2020 Tax Year.
7. An ordinance establishing a Tax Levy for Special Service Area Number 6 for the 2020 Tax Year.
8. An ordinance establishing a Tax Levy for Special Service Area Number 7 for the 2020 Tax Year.
9. An ordinance establishing a Tax Levy for Special Service Area Number 8B for the 2020 Tax Year.
10. An ordinance establishing a Tax Levy for Special Service Area Number 8C for the 2020 Tax Year.
11. An ordinance establishing a Tax Levy for Special Service Area Number 15 for the 2020 Tax Year.
12. An ordinance establishing a Tax Levy for Special Service Area Number 51 for the 2020 Tax Year.

RECOMMENDED MOTION

Motion to approve the attached ordinances establishing a tax levy for the twelve Special Service Areas within the Village of Lake in the Hills for 2020.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-___

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 1 in the
Village of Lake in the Hills for the 2020 Tax Year
(Spring Lake Farm South Subdivision)**

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 1 in the Village of Lake in the Hills the total sum of \$2,000 for the 2020 tax year.

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

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

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

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

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

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

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

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

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

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

Passed this 10th day of December, 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 DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-___

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 2 in the
Village of Lake in the Hills for the 2020 Tax Year
(Concord/Meadowbrook)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 2 in the Village of Lake in the Hills the total sum of \$127,320 for the 2020 tax year.

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

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

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

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

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

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

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

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

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

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

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

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

Passed this 10th day of December, 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 DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-___

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 3 in the
Village of Lake in the Hills for the 2020 Tax Year
(Big Sky Subdivision)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 3 in the Village of Lake in the Hills the sum of \$76,710 for the 2020 tax year.

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

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

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

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

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

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

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

Passed this 10th day of December, 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 DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 4A in the
Village of Lake in the Hills for the 2020 Tax Year
(Hidden Valley Subdivision)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 4A in the

Village of Lake in the Hills Total sum of \$41,940 for the 2020 tax year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED THIS 10TH DAY OF DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-___

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 4B in the Village
of Lake in the Hills for the 2020 Tax Year
(Hidden Valley)**

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

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 4B in the Village of Lake in the Hills the total sum of \$2,600 for the 2020 tax year.

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

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

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

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

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

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

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

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

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

APPROVED THIS 10TH DAY OF DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-___

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 5 in the Village
of Lake in the Hills for the 2020 Tax Year
(Bell Chase/Spring Lake Farm South Subdivision)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 5 in the Village of Lake in the Hills the total sum of \$70,570 for the 2020 tax year.

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

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

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

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

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

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

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

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

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

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

APPROVED THIS 10TH DAY OF DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-____

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 6 in the Village
of Lake in the Hills for the 2020 Tax Year
(Hampton West)**

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

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

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

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

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

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

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

SECTION 1: That there hereby levied over all the taxable property within Special Service Area Number 6 in the Village of Lake in the Hills the total sum of \$33,400 for the 2020 tax year.

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

The east half of the Northwest Quarter of Section 26,

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

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

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

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

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

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

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

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

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

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

APPROVED THIS 10TH DAY OF DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-____

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 7 in the Village
of Lake in the Hills for the 2020 Tax Year**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 7 in the

Village of Lake in the Hills the total sum of \$2,000 for the 2020 tax year.

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

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

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

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

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

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

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

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

APPROVED THIS 10TH DAY OF DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-____

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 8B in the Village
of Lake in the Hills for the 2020 Tax Year
(Crystal Creek, Phase 3)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 8B in the Village of Lake in the Hills the total sum of \$1,300 for the 2020 tax year.

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

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

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

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

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

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

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

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

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

APPROVED THIS 10TH DAY OF DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-_____

**An Ordinance Establishing a Tax Levy for Special
Service Area Number 8C in the Village
of Lake in the Hills for the 2020 Tax Year
(Crystal Commons, Prairie Point, Larsen Office Park)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 8C in the Village of Lake in the Hills the total sum of \$700 for the 2020 tax year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED THIS 10TH DAY OF DECEMBER, 2020

 Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
 Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-_____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 15 in the
Village of Lake in the Hills for the 2020 Tax Year
(Cheswick Place Development)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 15 in the Village of Lake in the Hills the total sum of \$20,500 for the 2020 tax year.

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

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

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

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

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

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

Section 5: This Ordinance shall be in full force and

effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provide by law.

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

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

APPROVED THIS 10TH DAY OF DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020- ____

An Ordinance Establishing a Tax Levy for
Special Service Area Number 51 in the
Village of Lake in the Hills for the 2020 Tax Year
(Construction & Installation of potable water distribution)

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over taxable parcels #1 through #66, as defined below, at a flat rate of \$1,578.78 within Special Service Area Number 51 for the total sum of \$104,200 for the 2020 tax year. That there is hereby levied over taxable parcel #67, as defined below, at the flat rate of \$0 within Special Service Area Number 51 for the total sum of \$0 for the 2020 tax year:

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

Taxable Parcels by Parcel Number	Site Address
34. 19-28-332-007, 19-28-332-006, 19-28-332-005, 19-28-332-004	10711 Willy Avenue, Lake in the Hills, IL 60102
35. 19-28-405-008	1115 Isabel Drive, Algonquin, IL 60102
36. 19-28-332-008, 19-28-332-009	10715 Willy Avenue, Algonquin, IL 60102
37. 19-28-180-002	1301 W. Algonquin Road, Algonquin, IL 60102
38. 19-28-327-004, 19-28-327-013, 19-28-327-005, 19-28-327-012	808 Rosemarie Street, Algonquin, IL 60102
39. 19-28-181-006	1207 W. Algonquin Road, Algonquin, IL 60102
40. 19-28-330-002, 19-28-330-001, 19-28-330-003, 19-28-330-004	701 Roger Street, Algonquin, IL 60102
41. 19-28-333-013	809 Nevin Street, Lake in the Hills, IL 60156
42. 19-28-333-012	807 Nevin Street, Algonquin, IL 60102
43. 19-28-332-010, 19-28-332-012, 19-28-332-011	10800 Willy Avenue, Algonquin, IL 60102
44. 19-28-403-001, 19-28-403-005, 19-28-403-002	1001 Ethel Avenue, Algonquin, IL 60102
45. 19-28-332-017	5713 Joan Street, Lake in the Hills, IL 60102
46. 19-28-403-003, 19-28-403-004	1005 Ethel Street, Algonquin, IL 60102
47. 19-28-334-010	10720 Nevin Street, Algonquin, IL 60102
48. 19-28-403-006	1104 Isabel Drive, Algonquin, IL 60102
49. 19-28-405-022	1101 Isabel Drive, Algonquin, IL 60102
50. 19-28-405-023	1103 Isabel Drive, Algonquin, IL 60102
51. 19-28-405-004, 19-28-405-021	1107 Isabel Drive, Algonquin, IL 60102
52. 19-28-403-013, 19-28-403-011	1108 Isabel Drive, Algonquin, IL 60102
53. 19-28-180-003	703 Scotty Avenue, Algonquin, IL 60102
54. 19-28-334-011	902 Roger Street, Algonquin, IL 60102
55. 19-28-334-009	10718 Nevin Street, Algonquin, IL 60102
56. 19-28-332-001	10701 Willy Avenue, Algonquin, IL 60102
57. 19-28-182-007	1201 W. Algonquin Road, Algonquin, IL 60102
58. 19-28-182-008	1129 W. Algonquin Road, Algonquin, IL 60102
59. 19-28-404-010	1075 W. Algonquin Road, Algonquin, IL 60102
60. 19-28-404-015	1045 W. Algonquin Road, Algonquin, IL 60102
61. 19-28-182-003	1127 W. Algonquin Road, Algonquin, IL 60102
62. 19-28-182-005, 19-28-182-004	1123 E. Algonquin Road, Algonquin, IL 60102
63. 19-28-401-001, 19-28-401-002	1111-1117 W. Algonquin Road, Algonquin, IL 60102
64. 19-28-404-016	1065 W. Algonquin Road, Algonquin, IL 60102
65. 19-28-181-004, 19-28-181-003	1211 E. Algonquin Road, Algonquin, IL 60102
66. 19-28-181-002	1217 W. Algonquin Road, Algonquin, IL 60102
67. 19-28-401-003	1101 W. Algonquin Road, Lake in the Hills, IL 60156

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

That part of Lake in the Hills Estates Unit 12, being a subdivision of part of the South half of Section 28, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded April 4,

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

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

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

Section 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any

Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

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

Passed this 10th day of December 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 DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

PUBLISHED: _____



REQUEST FOR BOARD ACTION

MEETING DATE: December 8, 2020

DEPARTMENT: Public Works

SUBJECT: Consideration of Approval for Professional Engineering Services for Fiscal Year 2021

EXECUTIVE SUMMARY

For Fiscal Year 2020 (FY20), Lake in the Hills departed with tradition and engaged the services of three engineering firms to focus on different aspects of Village needs. Through an evaluative process consisting of a Request for Statement of Qualifications (RSQ) and direct interviews, the Village chose the following three firms to focus on various needs as outlined below:

- Baxter & Woodman, Inc-Village and Development Services Engineer
- Christopher B. Burke Engineering, LTD.-Stormwater and Lakes Engineer
- Chastain and Associates-Motor Fuel Tax and Transportation Infrastructure Design Engineer

To prepare for FY21, staff met with representatives of each firm to discuss the contract and secure updated rate sheets. All three firms performed satisfactorily during the initial contract period and staff recommends renewing the contract for each.

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

FINANCIAL IMPACT

Village staff will approve Task Orders below \$20,000.00 while Task Orders exceeding \$20,000.00 will come before the Board for approval.

ATTACHMENTS

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

RECOMMENDED MOTIONS

Motion to approve a master contract with Baxter & Woodman, Inc. for professional engineering services from January 1, 2021 through December 31, 2021.

Motion to approve a master contract with Christopher B. Burke Engineering, LTD. for professional engineering services from January 1, 2021 through December 31, 2021.

Motion to approve a master contract with Chastain & Associates, LLC. for professional engineering services from January 1, 2021 through December 31, 2021.

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
BAXTER & WOODMAN, INC.
FOR
CALENDAR YEAR 2021 PROFESSIONAL ENGINEERING SERVICES

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
BAXTER & WOODMAN, INC.
FOR
CALENDAR YEAR 2021 PROFESSIONAL ENGINEERING SERVICES

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

ATTACHMENT C – Standard Charges for Professional Services

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
BAXTER & WOODMAN, INC.
FOR
CALENDAR YEAR 2021 PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the Village of Lake in the Hills, 600 Harvest Gate Road, Lake in the Hills, Illinois 60156, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and Baxter & Woodman, Inc. 8678 Ridgefield Road, Crystal Lake, IL 60012, an Illinois corporation, (“Consultant”), make this Contract as of the ___ day of December, 2020, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

A Consultant’s Services

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

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

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

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

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

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

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

No Task Order shall be issued pursuant to this Contract after December 31, 2021, unless such date is extended by amendment to this Contract. Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

1.2 Commencement and Completion Dates

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

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Subcontractors

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

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

B Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) Consultant's Direct Labor Costs and Reimbursable Expenses, as defined in the

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

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

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

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

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Services

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

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

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

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

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

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

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

a) Worker's Compensation: Statutory;

b) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease-per employee

\$1,000,000 disease-policy limit

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

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

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

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

Coverages shall include:

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

ISO Additional Insured Endorsement CG2010 shall be provided.

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

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

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

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

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

C. **General Requirements**

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

4.2 Indemnification

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

ARTICLE V
PAYMENT

5.1 Contract Price

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

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

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

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

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

5.4 Final Acceptance and Final Payment

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

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

5.5 Deductions

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

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

5.6 Accounting

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

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

ARTICLE VI **REMEDIES**

61 Owner's Remedies

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

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

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

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

62 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

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

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

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

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

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

7.12 Documents

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

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

(SEAL)

Attest/Witness:

VILLAGE OF LAKE IN THE HILLS

By: _____
Cecilia Carman
Village Clerk

By: _____
Russ Ruzanski
Village President

Attest/Witness:

BAXTER & WOODMAN, INC.

By: Barbara Tobin
Barbara Tobin
Title: Deputy Secretary

By: Carolyn A. Grieves
Carolyn A. Grieves
Title: Regional Manager

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

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

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

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

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
 - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
 - c. Furnish 5 copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.

4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and conduct pre-bid or negotiation conferences.
 - b. Issue addenda as appropriate and approved by Owner.
 - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
 - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
 - e. Conduct bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

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

is complete, final payment to the construction contractors.

- m. Prepare and continuously update drawings of record and submit 5 set(s) of reproducible drawings of record to Owner within 90 days from the completion of the construction contract.

6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:

- a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
- b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

Task Order No. _____

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Baxter & Woodman, Inc. (“Consultant”) for Calendar Year 2021 Professional Engineering Services, dated December __, 2020 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

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

B. Additional Services:

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

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

[List or state “none”]

4. **Commencement Date:**

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

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

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

┌ _____, 2021.

5. **Completion Date:**

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

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

┌ _____, 2021, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate completion dates:

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

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

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

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

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

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

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

6. **Submittal Schedule:**

Submittal:

Due Date:

7. **Key Project Personnel:**

Names:

Telephone:

8. **Contract Price:**

PREFERRED METHOD--BILLING RATE TASK ORDER

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

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

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

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

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

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

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

OTHER OPTIONS



LUMP SUM TASK ORDER

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

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

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

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

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

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

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

Operational \$

_____ \$

COST PLUS FIXED FEE TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

DIRECT COST TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

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

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

9. Payments:

PREFERRED METHOD--BILLING RATE TASK ORDER

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

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

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

OTHER OPTIONS:

For use with Lump Sum Task Orders:

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

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

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

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

For use with Cost Plus Fixed Fee Task Orders:

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

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

For use with Direct Cost Task Orders:

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

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

For use with Percentage of Construction Cost Task Orders:

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

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

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

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

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

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

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

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

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

10. **Modifications to Contract:**

[Describe Contract modifications or state “none”]

11. **Attachments:**

[List or state “none”]

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

The Effective Date of this Task Order is _____, 2021

VILLAGE OF LAKE IN THE HILLS

By: Russ Ruzanski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

BAXTER & WOODMAN, INC

Carolyn Grieves, P.E.
Regional Manager

Task Order No. _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Carolyn A. Grieves, P.E.

Title: Region Manager

Address: 8678 Ridgefield Road, Crystal Lake, IL 60012

E-mail Address: cgrieves@baxterwoodman.com

Phone: 815-444-3230

Fax: 815-455-0450

ATTACHMENT C

**2021 HOURLY RATE SCHEDULE
LAKE IN THE HILLS, ILLINOIS**

ENGINEERING FEES USING COST PLUS FIX FEE

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Executive Vice President	\$70 to \$92
Vice President	\$66 to \$74
Engineer IV to V	\$48 to \$72
Engineer I to III	\$29 to \$51
Engineering Intern	\$17 to \$20
Construction Manager	\$55 to \$60
Engineering Tech IV to V	\$41 to \$60
Engineering Tech I to III	\$24 to \$40
Environmental Scientist IV to V	\$44 to \$56
Environmental Scientist I to III	\$24 to \$30
Professional Surveyor	\$54 to \$57
Survey Manager	\$38 to \$40
Surveyor, Project	\$34 to \$36
Spatial Technology Manager	\$54 to \$57
Spatial Technology Professional I to III	\$24 to \$46
Production Manager	\$45 to \$65
CADD Tech I to III	\$20 to \$50
Administrative Support I to IV	\$20 to \$41
Marketing Professional I to IV	\$24 to \$39
Accounting Professional I to IV	\$23 to \$50

ENGINEERING FEES USING HOURLY RATES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	\$225
Vice President	\$210
Engineer V	*\$195
Engineer IV	\$170
Engineer III	\$150
Engineer II	\$130
Engineer I	\$110
Engineering Intern	\$60
Construction Manager	\$165
Engineering Tech V	\$145
Engineering Tech IV	\$135
Engineering Tech III	\$120
Engineering Tech II	\$95
Engineering Tech I	\$85
Environmental Scientist V	\$165
Environmental Scientist IV	\$140
Environmental Scientist III	\$130
Environmental Scientist II	\$100
Environmental Scientist I	\$80
Professional Surveyor	\$170
Survey Manager	\$125
Surveyor, Project	\$100
Spatial Technology Manager	\$165
Spatial Technology Professional III	\$140
Spatial Technology Professional II	\$115
Spatial Technology Professional I	\$100
Production Manager	\$160
CADD Tech III	\$130

ENGINEERING FEES USING HOURLY RATES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
CADD Tech II	\$120
CADD Tech I	\$80
Administrative Support III	\$85
Administrative Support II	\$75
Administrative Support I	\$60
Marketing Professional I to IV	\$120
Accounting Professional I to IV	\$100
IT Professional I to III	\$100

*Village Engineer will bill at special rate of \$150



MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHRISTOPHER B. BURKE
ENGINEERING, LTD.
FOR
CALENDAR YEAR 2021 PROFESSIONAL ENGINEERING SERVICES

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND CHRISTOPHER B. BURKE
ENGINEERING, LTD.
FOR
CALENDAR YEAR 2021 PROFESSIONAL ENGINEERING SERVICES

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

ATTACHMENT C – Standard Charges for Professional Services

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHRISTOPHER B. BURKE
ENGINEERING, LTD.
FOR
CALENDAR YEAR 2021 PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the Village of Lake in the Hills, 600 Harvest Gate Road, Lake in the Hills, Illinois 60156, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and Christopher B. Burke Engineering, LTD., 9575 West Higgins Road Suite 600, Rosemont, IL 60018, an Illinois corporation, (“Consultant”), make this Contract as of the ___ day of December, 2020, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

A Consultant’s Services

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

and grant applications;

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

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

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

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

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

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

No Task Order shall be issued pursuant to this Contract after December 31, 2021, unless such date is extended by amendment to this Contract. Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

1.2 Commencement and Completion Dates

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

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Subcontractors

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

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

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

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

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

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

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

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Services

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

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

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

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

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

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

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

a) Worker's Compensation: Statutory;

b) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease-per employee

\$1,000,000 disease-policy limit

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

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

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

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

Coverages shall include:

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

ISO Additional Insured Endorsement CG2010 shall be provided.

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

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

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

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

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

C. **General Requirements**

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

4.2 Indemnification

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

ARTICLE V
PAYMENT

5.1 Contract Price

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

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

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

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

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

5.4 Final Acceptance and Final Payment

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

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

5.5 Deductions

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

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

5.6 Accounting

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

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

ARTICLE VI **REMEDIES**

61 Owner's Remedies

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

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

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

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

62 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

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

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

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

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

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

7.12 Documents

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

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

(SEAL)

Attest/Witness:


VILLAGE OF LAKE IN THE HILLS

By: _____
Cecilia Carman
Village Clerk

By: _____
Russ Ruzanski
Village President

Attest/Witness:

**CHRISTOPHER B. BURKE
ENGINEERING, LTD.**

By: 
Thomas Burke
Title: Executive Vice President

By: 
Michael Kerr
Title: President

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

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

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

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

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

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

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

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Christopher B. Burke Engineering, Ltd. (“Consultant”) for Calendar Year 2021 Professional Engineering Services, dated December __, 2020 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

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

B. Additional Services:

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

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

[List or state “none”]

4. **Commencement Date:**

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

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

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

┌ _____, 2021.

5. **Completion Date:**

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

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

┌ _____, 2021, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate completion dates:

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

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

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

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

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

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

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

6. **Submittal Schedule:**

Submittal: Due Date:

7. **Key Project Personnel:**

Names: Telephone:

8. **Contract Price:**

PREFERRED METHOD--BILLING RATE TASK ORDER

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

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

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

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

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

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

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

OTHER OPTIONS

┌ LUMP SUM TASK ORDER

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

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

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

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

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

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

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

Operational \$
 _____ \$

COST PLUS FIXED FEE TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

DIRECT COST TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

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

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

9. Payments:

PREFERRED METHOD--BILLING RATE TASK ORDER

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

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

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

OTHER OPTIONS:

For use with Lump Sum Task Orders:

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

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

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

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

For use with Cost Plus Fixed Fee Task Orders:

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

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

For use with Direct Cost Task Orders:

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

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

For use with Percentage of Construction Cost Task Orders:

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

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

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

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

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

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

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

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

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

10. **Modifications to Contract:**

[Describe Contract modifications or state “none”]

11. **Attachments:**

[List or state “none”]

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

The Effective Date of this Task Order is_____, 2021

VILLAGE OF LAKE IN THE HILLS

By: Russ Ruzanski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Darren Olson
Vice President

Task Order No. ____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Darren Olson

Title: Vice President

Address: 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018

E-mail Address: dolson@cbbel.com

Phone: 847-823-0500

Fax: 847-823-0520

ATTACHMENT C

Standard Charges for Professional Services (For Billing Rate Task Orders Only)

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit



MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHASTAIN & ASSOCIATES LLC
FOR
CALENDAR YEAR 2021 PROFESSIONAL ENGINEERING SERVICES

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHASTAIN & ASSOCIATES LLC
FOR
CALENDAR YEAR 2021 PROFESSIONAL ENGINEERING SERVICES

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

ATTACHMENT C – Standard Charges for Professional Services

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHASTAIN & ASSOCIATES LLC
FOR
CALENDAR YEAR 2021 PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the Village of Lake in the Hills, 600 Harvest Gate Road, Lake in the Hills, Illinois 60156, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and Chastain & Associates LLC, 120 West Center Court, Schaumburg, IL 60195, an Illinois corporation, (“Consultant”), make this Contract as of the ___th day of December, 2020, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

A Consultant’s Services

1. Transportation Consultant. Consultant shall perform the duties, without a task order, subject to such ordinances, rules, regulations, and directions as the Village President, Board of Trustees, and Village Administrator or their designated representative may from time to time, establish, including but not limited to the following:
 - a. General Engineering
 - i. Undertaking investigations of minor right-of-way engineering matters;
 - ii. Providing design and construction management services for the annual motor fuel tax street replacement program;
 - iii. Attendance at Village Board meetings, Committee of the Whole meetings, and staff meetings as required;
 - iv. Providing support for the preparation of drawings and maps to support Village Departments;
 - v. Preparation of monthly status reports;
 - vi. Assist in the preparation of the annual capital budget and grant applications;

- vii. Assist in providing geographic information system (GIS) mapping services;
- viii. Providing timely information concerning changes to legislation, grant availability, and standards of engineering practice which could have an impact on Village programs; and
- ix. Assisting Village Departments as necessary.

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

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

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

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

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

No Task Order shall be issued pursuant to this Contract after December 31, 2021, unless such date is extended by amendment to this Contract. Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

1.2 Commencement and Completion Dates

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

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Subcontractors

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

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

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

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

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

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

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

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Services

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

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

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

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

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

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

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

a) Worker's Compensation: Statutory;

b) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease-per employee

\$1,000,000 disease-policy limit

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

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

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

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

Coverages shall include:

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

ISO Additional Insured Endorsement CG2010 shall be provided.

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

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

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

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

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

C. **General Requirements**

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

4.2 Indemnification

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

ARTICLE V
PAYMENT

5.1 Contract Price

A. For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and in such Task Order, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in such Task Order (the “Contract Price”), subject to any additions, deductions, or withholdings provided for in this Contract.

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

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

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

5.4 Final Acceptance and Final Payment

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

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

5.5 Deductions

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

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

5.6 Accounting

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

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

ARTICLE VI **REMEDIES**

61 Owner's Remedies

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

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

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

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

62 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

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

7.7 No Third-Party Beneficiaries

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

7.8 Notices

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

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

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

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

Chastain & Associates LLC
120 West Center Court
Schaumburg, Illinois 60195
Attention: David L. Lawry, P.E.

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

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

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

7.12 Documents

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

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

(SEAL)

Attest/Witness:

VILLAGE OF LAKE IN THE HILLS

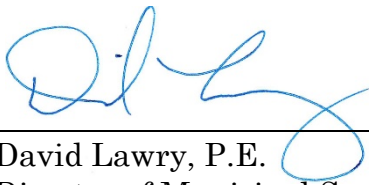
By: _____
Cecilia Carman
Village Clerk

By: _____
Russ Ruzanski
Village President

Attest/Witness:

CHASTAIN & ASSOCIATES LLC

By:  _____
Steven Frerichs
Title: Project Manager

By:  _____
David Lawry, P.E.
Title: Director of Municipal Services

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

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

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

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

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

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

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

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Chastain & Associates, LLC (“Consultant”) for Calendar Year 2021 Professional Engineering Services, dated December ____th, 2020 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

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

B. Additional Services:

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

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

[List or state “none”]

4. **Commencement Date:**

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

_____ days following execution of this Task Order by Owner.

_____ days following issuance of Notice to Proceed by Owner.

_____, 2021.

5. **Completion Date:**

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

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

┌ _____, 2021, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate completion dates:

- A. Study and Report Phase: _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- B. Preliminary Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- C. Final Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- D. Bidding or Negotiating Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- E. Construction Phase: _____ days following completion by, and final payment to, the construction contractor plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- F. Operational Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- G. _____ Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal: _____ Due Date: _____

7. **Key Project Personnel:**

Names: _____ Telephone: _____

8. **Contract Price:**

PREFERRED METHOD--BILLING RATE TASK ORDER

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

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

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

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

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

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

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

OTHER OPTIONS

└ LUMP SUM TASK ORDER

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

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

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

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

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

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

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

Operational \$
 _____ \$

COST PLUS FIXED FEE TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

DIRECT COST TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

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

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

9. Payments:

PREFERRED METHOD--BILLING RATE TASK ORDER

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

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

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

OTHER OPTIONS:

For use with Lump Sum Task Orders:

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

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

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

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

For use with Cost Plus Fixed Fee Task Orders:

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

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

For use with Direct Cost Task Orders:

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

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

For use with Percentage of Construction Cost Task Orders:

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

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

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

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

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

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

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

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

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

10. **Modifications to Contract:**

[Describe Contract modifications or state “none”]

11. **Attachments:**

[List or state “none”]

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

The Effective Date of this Task Order is_____, 2021

VILLAGE OF LAKE IN THE HILLS

By: Russ Ruzanski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

CHASTAIN & ASSOCIATES LLC

Steve Frerichs
Project Manager

Task Order No. ____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:

ATTACHMENT C

**Standard Charges for Professional Services
(For Billing Rate Task Orders Only)**

PRINCIPAL	\$200 /HR
SENIOR PROFESSIONAL	\$195 /HR
SENIOR PROJECT MANAGER	\$187 /HR
PROJECT MANAGER	\$147 /HR
SENIOR TECHNICIAN	\$123 /HR
TECHNICIAN	\$88 /HR
PROJECT ENGINEER	\$118 /HR
ENGINEER	\$88 /HR
JUNIOR FIELD PERSONNEL	\$72 /HR
ADMINISTRATIVE COORDINATOR	\$87 /HR
ADMINISTRATIVE	\$57 /HR
CORPORATE ADMIN	\$62 /HR
<i>2021 Rate for all Administrative Staff</i>	<i>\$60 /HR</i>
PRINTS/IN HOUSE*	\$N/C /SQ FT
MILEAGE (Personal Vehicle) *	\$0.58 /MILE
MILEAGE (Survey or Construction vehicle)	\$65 /DAY
PROPERTY IRONS*	\$N/C /EA
HUB/LATH*	\$N/C /EA
MAILING/SHIPPING*	NO CHARGE N/C

*Indicates Reimbursable Items



REQUEST FOR BOARD ACTION

MEETING DATE: December 8, 2020
DEPARTMENT: Public Works
SUBJECT: Building Lease for 8399 Pyott Road Maintenance Hangar

EXECUTIVE SUMMARY

Staff seeks Board approval to enter into a five-year lease with two optional one-year extensions for the property at 8399 Pyott Road occupied by Finefield Aviation, 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. Finefield Aviation has been a long time tenant at the airport dating back to at least 2001, renting the village-owned building at 8399 Pyott Road. Finefield's lease will end on January 12, 2021. The lease renewal requested is for the period of January 13, 2021 through January 12, 2026 with two optional one-year extensions.

James Finefield has signed the appropriate lease form and already has acceptable proof of insurance on file.

FINANCIAL IMPACT

The Airport Fund will receive \$34,581.36 annually from the building lease. Finefield Aviation is responsible for all utilities associated with the building.

ATTACHMENTS

1. 8399 Pyott Building Lease

RECOMMENDED MOTION

Motion to authorize the Village President and Village Clerk to sign the building lease for 8399 Pyott Road with Finefield Aviation, Inc.

**VILLAGE OF LAKE IN THE HILLS
BUILDING LEASE**

Above Space for Recorder's Use Only

TERM OF LEASE		
BEGINNING	ENDING	
January 13, 2021	January 12, 2026	
DATE OF LEASE	MONTHLY RENT	SECURITY DEPOSIT
	\$2,881.78	N/A

LESSEE/TENANT		LESSOR/LANDLORD	
NAME:	Finefield Aviation, Inc.	NAME:	Village of Lake in the Hills
		ADDRESS:	600 Harvest Gate
ADDRESS OF PREMISES:	8399 Pyott Road Lake in the Hills, IL 60156		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 8399 Pyott Road, Lake in the Hills, IL referred to as the "Maintenance Hangar." This Lease includes the building and 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 January 13, 2021 and terminate on January 12, 2031 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 two-year 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 five automatic renewals shall be permitted.

1.03 In case of the Premises shall be rendered untenantable by fire or other casualty not intentionally caused, directly or indirectly, by Lessee, 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 aircraft maintenance facility 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. Without limitation, 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") is set forth on the rent schedule ("the Rent Schedule") attached to and by this reference incorporated into this Lease as Exhibit B. The Rent, during the Initial Term and any Extension Term, is subject to an increased adjustment by the Lessor on an annual basis based on the following: the current year's Rent multiplied by the Consumer Price Index (the "CPI") for the Chicago Metropolitan Area, up to a maximum 10 percent increase over the current year's rent. The CPI to be used for the preceding calculation shall be the CPI available for the most recent 12 month period. The first month's Rent shall be paid upon the execution of this Lease and each month's Rent thereafter shall be paid in advance on or before the first day of a calendar month during the term(s) of this Lease. 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 RESERVED.

ARTICLE 5:
UTILITIES

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.

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 items listed in Section 6.02, above) 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 an annual 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 any accrued late charges within 30 days;
- (c) The failure of the Lessee to perform the repairs described in Article 6 and Article 7 of this Lease.
- (d) The failure of the Lessee to maintain insurance on the Premises in accordance with Article 10 of this Lease;
- (e) The making by the Lessee of an assignment of this Lease without express permission of the Lessor;
- (f) 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;
- (g) 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;
- (h) The levying of a writ of execution or attachment on or against the property of the Lessee;
- (i) 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;
- (j) 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;
- (k) Any failure of the Lessee to keep and perform fully any of its covenants, warranties, terms, agreements or obligations under this Lease;
- (l) 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 certificate of insurance shall be delivered to the Lessor prior to the commencement of the Lease. Lessee shall provide Lessor a full copy of the insurance policy upon request. 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 attorney's 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.

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 Lessee 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 22nd 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, permittee, contractor, etc.) agrees to comply with the notification and review

be given three days after deposit with the United States Postal Service.

ARTICLE 19:
PRIOR AGREEMENTS & SUBSEQUENT AMENDMENTS

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. No amendment shall be made to this Lease or its terms without the prior written consent of Lessor and Lessee.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above.

LESSOR:
VILLAGE OF LAKE IN THE HILLS

LESSEE:
FINEFIELD AVIATION, INC.

By: _____
Russ Ruzanski, Village President

By: _____
James Finefield

Attest: _____
Cecilia Carmen, Village Clerk

Attest: _____
Title:

Exhibit A

8399 Pyott Road, Lake in the Hills, IL

(Leased Premises indicated within the yellow dotted lines)

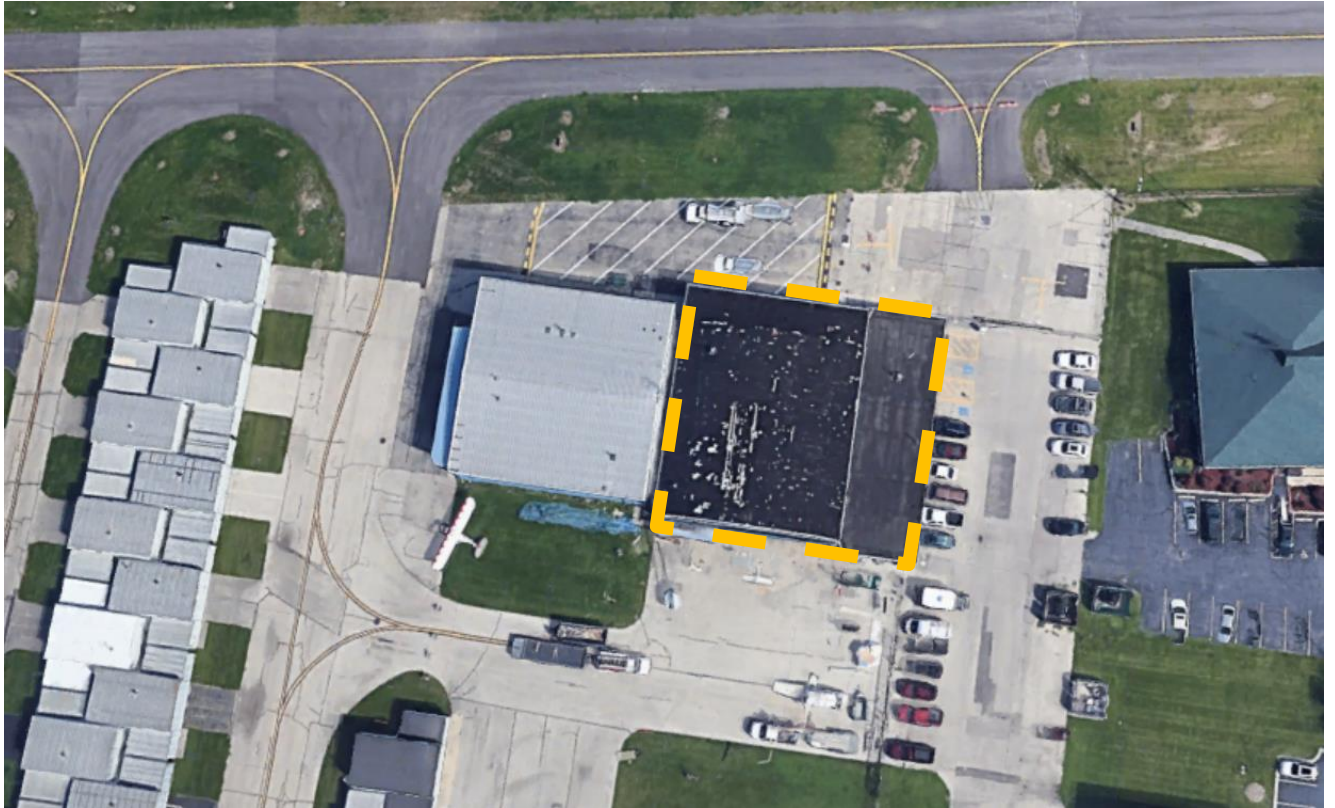


EXHIBIT B
Rent Schedule

Village Owned Facility Leases and Tie Downs		
Description	Rate	Frequency
Hard surface tie downs	\$90.00	Monthly
Grass tie downs	\$60.00	Monthly
East and West T-Hangar Building Leases	\$299.00	Monthly
Maintenance Hangar Building Lease	\$2,881.78	Monthly
8603 Pyott Road Building Lease	\$2,075.91	Monthly

*\$5 or \$10 respectively of the overnight transient fees will be waived if the aircraft operator purchases at least 15 gallons of aviation fuel in conjunction with that overnight stay.

Overnight Transient Storage		
Description	Rate	Frequency
Grass Tie Down	\$5.00*	Daily
Hard Surface Tie Down or Ramp Area	\$10.00*	Daily
T-Hangar	\$30.00	Daily

*Per square foot of land area occupied based on the outside perimeter of the structure (rounded

Land Leases		
Description	Rate	Frequency
Square Hangars	\$12.42*	Cents per Month
T-Hangar Size A (39'3" x 14'8"; 16'6" x 14'7" approx.)	\$191.45	Monthly
T-Hangar Size B (42'3" x 18'; 16'5" x 20'7" approx.)	\$199.17	Monthly
T-Hangar Size C (46' x 21'; 19'6" x 23'8" approx.)	\$214.58	Monthly

to the nearest foot) unless otherwise specified in the lease.

Private Hangar Electrical Service Fee (monthly fee by breaker size and configuration)		
Breaker Size (Amps)	Monthly Fee (USD)	Comments
20	\$9	Single breaker serves 3 individual hangars
20	\$13	Single breaker serves 2 individual hangars
20	\$26	Fee per individual breaker
30	\$38	Fee per individual breaker
40	\$51	Fee per individual breaker
50	\$64	Fee per individual breaker
60	\$77	Fee per individual breaker

EXHIBIT B CONTINUED
Disconnect/Reconnect – Electrical

If a tenant makes a request to the Village to disconnect Village provided electrical service to a private hangar, the disconnection may be completed subject to review to ensure it is feasible to complete the request. If the request is approved the tenant will not be allowed to reconnect to the Village provided electrical service for a period of 12 months. The 12-month period shall start on the date the electrical is disconnected to the private hangar. After the 12-month period, the tenant can submit a request to reconnect to the Village provided electrical service. The Village will charge a fee of \$65.00 to reconnect the Village provided electrical service.

Non-Aeronautical Storage

The following non-aeronautical storage lease rates shall be effective upon execution of a new lease:

Area in Square Feet	Monthly Rental Rate
10 x 10	\$33
10 x 30	\$75

Waiver to Late Fees

If a late fee is assessed according to the lease, a request to waive the late fee may be considered by the Village Finance Department. The late fee may be waived in the event all of the following conditions are met:

1. A written request to waive the late fee must be presented to the Finance Department; and
2. The Finance Department must receive the written request to waive the late fee by the last business day of the month the payment was due and was not received until after the 10th of the same month; and
3. The tenant has displayed a good payment history during the preceding 12 months. A good payment history shall be defined as having a) no late fees posted to the account, and b) no late fee waiver requested for the account during the preceding 12 months and c) no returned payments associated with the account.



REQUEST FOR BOARD ACTION

MEETING DATE: December 8, 2020

DEPARTMENT: Public Works

SUBJECT: Ordinance Amending the Lake in the Hills Airport Private Hangar Electrical Service Fees

EXECUTIVE SUMMARY

One of the fees charged by the Lake in the Hills Airport to tenants who lease hangar space is a monthly private hangar electrical service fee (“Electrical Service Fee”). The intent of the Electrical Service Fee is to reimburse the Village for electricity used by private hangars. Determination of the rate is based on the size of the circuit breaker in each hangar as well as electricity invoices from the previous year (October to October). Staff separates electrical service costs for public uses such as airfield lighting, navigational aides, the fuel tanks, and the airport office from private hangar use as the Electrical Service Fee does not reimburse these costs. Fiscal Year 2020 saw a decreased cost for electricity, primarily due to the elimination of separate supply and delivery providers. The following table illustrates the proposed rates for Fiscal Year 2021 and represents a reduction ranging between 15.38% and 22.22%. The proposed Ordinance reflects that reduction for the upcoming fiscal year:

Breaker Size (Amps)	Monthly Fee (USD)	Comments
20	\$9 \$7	Single breaker serves 3 individual hangars
20	\$13 \$11	Single breaker serves 2 individual hangars
20	\$26 \$21	Fee per individual breaker
30	\$38 \$32	Fee per individual breaker
40	\$51 \$43	Fee per individual breaker
50	\$64 \$54	Fee per individual breaker
60	\$77 \$64	Fee per individual breaker

FINANCIAL IMPACT

Staff estimates the new electrical fees will bring \$18,180 in revenue to the airport operating fund.

ATTACHMENTS

1. Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance amending the Lake in the Hills Airport Private Hangar Electrical Service Fees

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2020- _____

An Ordinance Amending the Lake in the Hills Airport Private Hangar Electrical Service Fees

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

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

SECTION 1: The following rates schedule shall be effective January 1, 2021 to various private hangar electrical service fees at the airport.

Private Hangar Electrical Service Fee

Monthly Fee by Breaker Size and Configuration

Table with 3 columns: Breaker Size (Amps), Monthly Fee (USD), and Comments. Rows include breaker sizes 20, 30, 40, 50, and 60 with corresponding fees and comments like 'Single breaker serves 3 individual hangars'.

SECTION 2. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

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

Table for roll call vote with columns: Ayes, Nays, Absent, Abstain. Rows for Trustee Stephen Harlfinger, Trustee Ray Bogdanowski, and Trustee Bob Huckins.

Trustee Bill Dustin
Trustee Suzette Bojarski
Trustee Diane Murphy
President Russ Ruzanski

APPROVED THIS 10TH DAY OF DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:



INFORMATIONAL MEMORANDUM

MEETING DATE: December 8, 2020

DEPARTMENT: Public Works

SUBJECT: Airport Transportation Improvement Program Requests for 2021 through 2026

EXECUTIVE SUMMARY

The Illinois Department of Transportation Division of Aeronautics (IDOA) prepares a five-year spending plan for improvements to the Illinois airport system. The Village annually submits its plan for consideration into the State's plan. On October 23, 2020, Village staff met with IDOA personnel in a virtual meeting to discuss the possible timing of upcoming projects. No decisions came from the meeting; however, staff members received new information that could dramatically improve the airport's operational efficiency. Notable highlights of the meeting included:

1. Automated Weather Observing System (AWOS) - Replacement of the existing AWOS system was previously scheduled for 2024; however, recent problems with the antiquated system prompted staff to request an earlier project date. The newly proposed project timeline is 2022.
2. Parking lot repaving - The Airport repaved its parking lot in 2019 and in doing so, freed up a year of Airport Improvement Program (AIP) funding making it available for future projects.
3. Runway Improvements - Bids went out in early 2020 for phase one of the runway project. The lowest bid was more than 100% over the engineer's estimate of probable cost. Staff could not justify the increased cost of the project with the proximity of phase two scheduled for 2021 and have requested combining phase one and phase two together into one project. If approved, these combined phases would involve rehabilitating the entire runway and removal of the displaced thresholds. This work would allow the airport to finally eliminate the Modification of Standards (MOS) which has been on file with the Federal Aviation Administration (FAA) since the Village began operating the airport.
4. Snow removal equipment purchase - General aviation airports in the state of Illinois receive \$150,000 every year to put toward capital projects. Known as an entitlement, this money expires after three years if not spent. Two years of entitlement money was at risk of expiring with the delay in the runway improvements. The Village had a pending request to transfer the funds to another airport in exchange for future years' entitlements; however, the airport's engineering firm, Crawford, Murphy, and Tilly, Inc., suggested the Village try to purchase snow removal equipment. If approved by IDOT, the airport would purchase a heavy-duty tractor with several attachments as well as an F-250 or similar plow truck. Snow removal equipment is not eligible for the same funding level as major capital improvements. Instead of the usual 90% federal grant and 5% state match, snow removal equipment would only be funded by a 90% federal grant. The Village would be responsible for the remaining 10%. The 2021 airport budget had already contemplated two new vehicles without federal grant money so this action would result in a \$10,000 decrease in the overall expenses for next year.

The attached tables outline the Village's projects for 2021 and beyond, subject to Federal Aviation Administration and IDOA approval.

FINANCIAL IMPACT

The Airport's capital plan through 2026 is manageable without going below a fund reserve established at 15% of the airport's annual expenses. Despite this support, the TIPS plan does not financially obligate the airport in any way.

ATTACHMENTS

1. Draft Transportation Improvement Program Plan

SUGGESTED DIRECTION

Authorize Village staff to present the program to the Illinois Department of Transportation, Division of Aeronautics in December, 2020.

Transportation Improvement Program: Airports FY 2022-2026

Lake in the Hills Airport (3CK)

Lake in the Hills, Illinois

General Aviation

Sponsor Project Priority	AIP Priority Number	Year Requested	Project Title	Project Description	ELEMENTS REQUIRED				JUSTIFICATION				ESTIMATED COST				Notes / Comments
					Project on ALP	Environmental Determination EA / CAT X / EIS	Clear Approaches (From 5010 Inspection Results)	Land Acquired	Apron Sizing Calcs	RGFE Evaluation Form	Bldg Size Calcs / Equipment Inventory	Federal		State	Local	Total	
					Yes / No / NA	Pending or Approval Date	Yes / No	Yes / No / NA	Yes / No / NA	Yes / No / NA	Yes / No / NA	Discretionary / Apportionment	Entitlement				
Review - FY 2021 and Prior																	
A	77	2018	Rehabilitate Runway 8/26 - Phase 1 Preliminary Phase Engineering and Plan Development	Reconstruct, Rehab. and Reprofile Runway 8/26 (75' x 3,800') to meet Design Standards - Phase 1 Obstruction Evaluation, Removal and Rwy Threshold Marking; Plan Development for Phase 1 Rehab	Yes	CATEX Approved	No; Approaches will be Cleared as Part of the project	Yes	NA	NA	NA	\$0	\$419,490	\$23,305	\$23,305	\$466,100	FFY 2018 Programming Letter July 31, 2017.
B	73	2020	Acquire SRE	Acquire Snow Removal Equipment (SRE)	N/A	N/A	N/A	NA	NA	NA	NA	\$0	\$270,000	\$0	\$30,000	\$300,000	FY2015 and portion of FY2016 (\$120,000) to be utilized.
C	77	2021	Rehabilitate Runway 8/26 - Phase 2 Rehabilitation and Re-Profile	Reconstruct, Rehab. and Reprofile Runway 8/26 (75' x 3,800') to meet Design Standards - Phase 2 Rehabilitation and Overlay	Yes	CATEX Approved	No; Approaches will be Cleared prior to implementation of the project	Yes	NA	NA	NA	\$1,730,490	\$519,510	\$125,000	\$125,000	\$2,500,000	FY2019, FY2020, FY2021 and remaining portion of FY2018 (\$69,510) NPEs will be utilized.
FY 2022 - FY 2026 Program																	
1A	70	2022	Replace Automated Weather Observation System (Replace AWOS)	Replace Automated Weather Observation System (Replace Existing AWOS with AWOS-II) (Federal/State/Local Funding Option)	Yes	To Be Completed	No; Approaches will be Cleared prior to implementation of the project	Yes	NA	NA	NA	\$165,000	\$150,000	\$17,500	\$17,500	\$350,000	Current AWOS is over 15 Years old and parts are unavailable. Maintaining the system has become problematic. FY2022 NPE will be used. The Airport shall provide the annual maintenance costs.
1B	70	2022	Replace Automated Weather Observation System (Replace AWOS)	Replace Automated Weather Observation System (Replace Existing AWOS with AWOS-III) (State/Local Funding Option)	Yes	To Be Completed	No; Approaches will be Cleared prior to implementation of the project	Yes	NA	NA	NA			\$337,500	\$37,500	\$375,000	Current AWOS is over 15 Years old and parts are unavailable. Maintaining the system has become problematic. Project funding shall be 90% State / 10% Local.
2	77	2023	Rehabilitate Runway 8/26 - Phase 3 Electrical	Reconstruct and Rehabilitate Runway 8/26 to meet Design Standards - Phase 3 Lighting Sytem, Vault and Signage	Yes	To Be Completed	No; Approaches will be Cleared prior to implementation of the project	Yes	NA	NA	NA	\$705,000	\$150,000	\$47,500	\$47,500	\$950,000	Uses 2023 NPE funding.
3	28	2024	Relocate Entrance Road	Relocate existing entrance road (presently in primary surface) to serve new terminal area (2,700 linear feet) (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 7).	Yes	To Be Completed	No; project is preparatory to achieving clean approaches	Yes	NA	NA	NA	\$997,500	\$150,000	\$63,750	\$63,750	\$1,275,000	Uses 2024 NPE funding.
4	60	2024	Acquire Fuel Truck	Acquire Fuel Truck	Yes	N/A	N/A	Yes	NA	NA	NA	\$270,000	\$0	\$0	\$30,000	\$300,000	
5	66	2025	Construct West Terminal Apron Phase 1	Construct New West GA Apron - Phase 1 to replace existing transient apron (currently located within the primary surface). Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 5.	Yes	To Be Completed	No; project is preparatory to achieving clean approaches	Yes	Yes	NA	NA	\$1,200,000	\$150,000	\$75,000	\$75,000	\$1,500,000	Uses 2024 NPE funding.
FY 2026 and Beyond																	
6	77	2026	Rehabilitate Runway 8/26 - Phase 4 Widening	Reconstruct and Rehabilitate Runway 8/26 to meet Design Standards - Phase 4 Widening	Yes	To Be Completed	Yes	Yes	NA	NA	NA	\$1,740,000	\$150,000	\$105,000	\$105,000	\$2,100,000	Uses 2026 NPE funding.

Transportation Improvement Program: Airports FY 2022-2026
Lake in the Hills Airport (3CK)
Lake in the Hills, Illinois
General Aviation

Sponsor Project Priority	AIP Priority Number	Year Requested	Project Title	Project Description	ELEMENTS REQUIRED				JUSTIFICATION				ESTIMATED COST			Notes / Comments	
					Project on ALP	Environmental Determination EA / CAT X / EIS	Clear Approaches (From 5010 Inspection Results)	Land Acquired	Apron Sizing Calcs	RGFE Evaluation Form	Bldg Size Calcs / Equipment Inventory	Federal		State	Local		Total
					Yes / No / NA	Pending or Approval Date	Yes / No	Yes / No / NA	Yes / No / NA	Yes / No / NA	Yes / No / NA	Discretionary / Apportionment	Entitlement				
7	27	2026+	Construct Replacement Water Service	Furnish replacement water service (building presently in primary surface); extend fire protection water in replacement south terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 8).	Yes	To Be Completed	Yes	Yes	NA	NA Replacement by Standards	NA	\$666,000	\$0	\$37,000	\$37,000	\$740,000	
8	73	2026+	Acquire SRE	Acquire SRE	Yes	N/A	N/A	Yes	NA	NA	NA	\$450,000	\$0	\$0	\$50,000	\$500,000	
9	35	2026+	Construct Replacement Sewer Service	Furnish replacement sanitary sewer service (building presently in primary surface) in replacement south terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 9).	Yes	To Be Completed	Yes	Yes	NA	NA Replacement by Standards	NA	\$193,500	\$0	\$10,750	\$10,750	\$215,000	
10	28	2026+	Relocate Entrance Road Phase 2	Relocate existing entrance road (presently in primary surface) to serve new terminal area (1,500 linear feet) (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 7).	Yes	To Be Completed	Yes	Yes	NA	NA	NA	\$607,500	\$0	\$33,750	\$33,750	\$675,000	
11	66	2026+	Construct West Terminal Apron Phase 2	Construct New West GA Apron - Phase 2 to replace existing transient apron (currently located within the primary surface). Remove Airport Design Deviations and FAR Part 77 Obstructions.	Yes	To Be Completed	Yes	Yes	Yes	NA	NA	\$1,350,000	\$0	\$75,000	\$75,000	\$1,500,000	
12	23	2026+	Construct Auto Parking	Construct replacement auto parking (presently in primary surface) in new terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 11).	Yes	To Be Completed	Yes	Yes	NA	NA	NA	\$229,500	\$0	\$12,750	\$12,750	\$255,000	
13	35	2026+	Construct Replacement Hangar Facilities	Construct replacement private hangar facilities (hangars presently in primary surface) in south terminal area; remove existing (Remove Airport Design Deviations and FAR Part 77 Obstructions).	Yes	To Be Completed	Yes	Yes	NA	NA Replacement by Standards	NA	\$450,000	\$0	\$25,000	\$25,000	\$500,000	
14	67	2026+	Construction of Replacement Hangar Area Pavements	Grading, drainage and paving for replacement and new hangar area pavements in south terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 13).	Yes	To Be Completed	Yes	Yes	NA	NA Replacement by Standards	NA	\$1,215,000	\$0	\$67,500	\$67,500	\$1,350,000	
15	48	2026+	Construct SRE Building	Construct Snow Removal Equipment Building	Yes	To Be Completed	Yes	Yes	NA	NA	Yes	\$900,000	\$0	\$0	\$600,000	\$1,500,000	
16	39	2026+	Construct Replacement Terminal Building	Construct replacement terminal building (presently in primary surface) in south terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 12).	Yes	To Be Completed	Yes	Yes	NA	NA Replacement by Standards	NA	\$1,350,000	\$0	\$75,000	\$75,000	\$1,500,000	



REQUEST FOR BOARD ACTION

MEETING DATE: December 8, 2020

DEPARTMENT: Community Development

SUBJECT: Zoning Map Amendment to Allow a Change in the Zoning Classification of the Parcel at 1126 West Algonquin Road, from B-2, Business Neighborhood Convenience District, to R-2, Residential Single-Family District

EXECUTIVE SUMMARY

The property owner of 1126 West Algonquin Road requests to change the zoning of their property from B-2, Neighborhood Convenience District, to R-2, Residential Single-Family District.

The owner has been attempting to sell the property for a period of time. The owner states potential buyers overwhelmingly express an interest in occupying the former residence as a single-family home with no business operations. The general layout and systems within the structure itself are consistent with a single-family residence. The property is not well-suited for commercial use due to limited frontage, parking, setbacks, and area for vehicular movement on the site.

The current zoning of B-2 does not allow for occupying the property as a single-family residence. Therefore, the owner is requesting to rezone to a classification consistent with other R-2 parcels immediately adjacent to the east and the north of this parcel, and other R-2 parcels throughout the general area. As an additional point of clarification, the owner would dismantle a business ground sign that is currently on the parcel if approved.

The Planning and Zoning Commission conducted a public hearing on November 16, 2020 for the petitioner's request. The Commissioners voted 5-1 to recommend approval of the Zoning Map amendment to rezone the property from B-2, Neighborhood Convenience District, to R-2, Residential Single-Family District. The Commissioner, who voted against the request, felt the property is best-suited to remain as a business classification. The current Comprehensive Plan shows the parcel remaining as zoned for business use.

FINANCIAL IMPACT

None

ATTACHMENTS

- | | | |
|-----------------|---------------|--------------|
| 1. Staff Report | 3. Zoning Map | 5. Photos |
| 2. Application | 4. Aerial Map | 6. Ordinance |

RECOMMENDED MOTION

Motion to approve an ordinance for a Zoning Map Amendment to allow the rezoning of 1126 West Algonquin Road, Parcel 19-28-179-022, from B-2, Neighborhood Convenience District, to R-2, Residential Single-Family District.

REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION



PLANNING AND ZONING COMMISSION

MEETING DATE: November 16, 2020

DEPARTMENT: Community Development

SUBJECT: 1126 W. Algonquin Road- Rezoning from B-2 to R-2

EXECUTIVE SUMMARY

General Information

Requested Action: Rezoning of 1126 W. Algonquin Rd- Parcel 19-28-179-022 from B-2 to R-2

Owner: Lindy and Michael Lange

Applicant: Lindy and Michael Lange

Purpose: Change the zoning classification of the parcel to permit a single-family residential use.

Location and Size: 1126 W. Algonquin Rd; .26 acres

Zoning and Land Use:

Site:	B-2, Neighborhood Convenience Business District
North:	R-2, One Family Dwelling District
East:	R-2, One Family Dwelling District
South:	Algonquin Road frontage and business
West:	B-1, Transitional Business District

Background

The petitioner requests to amend the zoning classification of the parcel to match the zoning classification of the intended use of the property as a single-family residence, with no neighborhood convenience business activity on the parcel. The petitioner will remove the ground sign from the property.

Standards and Findings of Facts for Rezoning per Section 22.5 of the Zoning Ordinance

Before recommending any Zoning Map Amendment (Rezoning), the Planning and Zoning Commission and the Board of Trustees shall first determine and record its findings based on the following criteria :

1. What are the existing uses of the property within the general area of property in question?

There is a mix of existing uses on the parcels within the general area. The majority of parcels in the area are being used as single-family residences, with a few currently occupied by businesses.

2. What are the zoning classifications of the property within the general area of property in question?

There is a mix of zoning classifications within the area of the property consisting of R-2, single-family dwellings, B-1 transitional business, and B-3 general business.

3. What is the suitability of the property in question of the uses permitted under the existing zoning classification(s)?

The property is not well-suited for commercial use due to limited frontage, parking, setbacks, and area for vehicular movement on the site. The general layout and systems within the structure itself are consistent with a single-family residence.

4. What is the trend of development, if any, in the general area of the property in question?

The petitioner indicates the predominant interest in the property is for residential use.

5. What is the length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property?

It has been occupied by the property owner continuously as a light business use.

6. What is the projected use of the property, as indicated in the Comprehensive Plan?

The property falls within a general area indicated for commercial use, with nearby parcels indicated for residential use. However, the parcel and surrounding parcels were originally constructed as single-family residences.

ATTACHMENTS

1. Application
2. Zoning Map
3. Site Plan
4. Photos

RECOMMENDED ACTION

The Commission recommends approval to the Village Board for the rezoning of 1126 W. Algonquin Road, Parcel 19-28-179-022 from B-2 to R-2, and allow for the property to be used as a single-family residence.

RECEIVED

OCT 26 2020

Village of Lake in the Hills
Community Development

APPLICATION

Date Filed (Staff Use Only): _____

Property Information

Common street address: 1126 W. ALGONQUIN RD, CHITTE

PIN (Property Index Number): 19-28-17-90-22

Current Zoning: B-2 Proposed Zoning: R2

Current Use: office Proposed Use: HOME

Is the request consistent with the Comprehensive Plan? YES

Number of Acres: 1 **If greater than 4 acres, 2 acres for government property or 5 acres for manufacturing zoned land, application shall be processed as a Planned Development as a Conditional Use. See definition of Planned Development and PD Section of Zoning Ordinance.**

Legal description of the property (print or attach exhibit): _____

Property Owner Information

Name(s): LINDY & MICHAEL LANGE

Business/Firm Name (if applicable): —

Address: 610 LONG COVE DR

City/State/Zip: LAKE IN THE HILLS, IL

Phone Number: 847-951-6777

Email: mike@LNRinsurance.com

Applicant Information

Name(s): SAME

Business/Firm Name (if applicable): _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Email: _____

RECEIVED

OCT 26 2020

Village of Lake in the Hills
Community Development

Property Index Number/Address: 19-28-17-90-35

Current Property Zoning: B2

Current Property Zoning: R2

Standards and Findings of Facts for Rezoning per Section 22.5 of the Zoning Ordinance

Before recommending any Zoning Map Amendment (Rezoning), the Planning and Zoning Commission and the Board of Trustees shall first determine and record its findings based on the following criteria. Please answer the following questions.

1. What are the existing uses of the property within the general area of property in question?

Residential plus 1 commercial

2. What are the zoning classifications of the property within the general area of property in question?

R2

3. What is the suitability of the property in question of the uses permitted under the existing zoning classification(s).

EXCELLENT

4. What is the trend of development, if any, in the general area of the property in question?

Trend toward residential

5. What is the length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property?

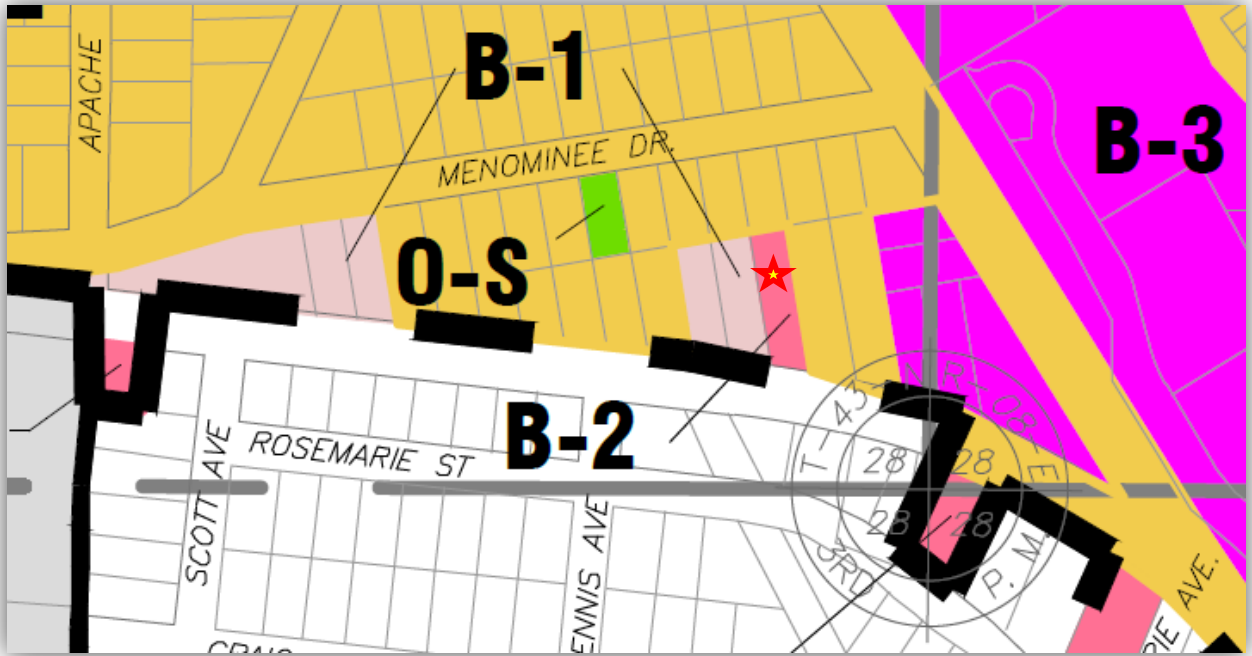
N/A

6. What is the projected use of the property, as indicated in the Comprehensive Plan?

RESIDENCE

Michael D. Lantz *10/24/20*
Property Owner's Signature Date

Michael D. Lantz *10/24/20*
Applicant's Signature Date



B-1

B-3

O-S

B-2

APACHE

MENOMINEE DR.

SCOTT AVE

ROSEMARIE ST

ENNIS AVE

ROSEMARIE AVE.







VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020 - ____

**An Ordinance Granting a Map Amendment to Allow the Rezoning of
1126 West Algonquin Road, Parcel 19-28-179-022, from B-2, Business-
Neighborhood Convenience, to R-2, Residential Single-Family**

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, Lindy and Michael Lange, applicants and owners of the Subject Property, at Parcel 19-28-179-022, petitioned the Village of Lake in the Hills for a Zoning Map Amendment to rezone the property from B-2, Neighborhood Convenience, to R-2, Residential Single-Family; and

WHEREAS, the Planning and Zoning Commission, after deliberation, has made a report and its recommendation relative to the rezoning for the subject property; and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills have considered the report of the Planning and Zoning Commission and all of the evidence presented by the petitioner at the public hearing before the Commission; and

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

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

SECTION 2: The findings and recommendations of the Planning and Zoning Commission on the question of granting the Zoning Map amendment approval for the subject property at 1126 West Algonquin Road at Parcel 19-28-179-022, is hereby accepted.

SECTION 3: The Zoning Map Amendment to rezone the property from B-2, Business-Neighborhood Convenience, to R-2, Residential Single-Family, on the Subject Property is hereby granted; and

SECTION 4: All other requirements set forth in the Zoning Ordinance of the Village of Lake in the Hills, as would be required by the Village as to any owner of property zoned in the same manner as the Subject Property shall be complied with.

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgement shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall continue in full force and effect.

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

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

Passed this 10th day of December, 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 DECEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____