



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING
JUNE 22, 2021
7:30 P.M.
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Raffle License Request for Lake in the Hills Youth Athletic Association
 2. Agreement with Windy City Amusements, Inc. to Supply Amusements for Summer Sunset Festival
 - B. Community Development
 1. Request to Waive the Competitive Bidding and approve a Resolution approving an Extension to the Professional Services Agreement with B&F Construction Code Services Incorporated
5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - D. Trustee Bojarski
 - E. Trustee Murphy
 1. Parks and Recreation Board Liaison Report
 - F. Trustee Anderson
6. Village President
 - A. Proclamation – Algonquin Area Public Library District (Thursday Evening)
 - B. Proclamation – Parks & Recreation Month (Thursday Evening)
7. 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: June 22, 2021

DEPARTMENT: Administration

SUBJECT: Raffle License Request for Lake in the Hills Youth Athletic Association (YAA)

EXECUTIVE SUMMARY

The Lake in the Hills YAA is requesting a Raffle License from July 8, 2021 until July 11, 2021. The raffle will be a 50/50 Raffle with the maximum number of tickets sold at 5,000. Section 31.02 of the Village Code regulates organizations that conduct raffles in the Village. Organizations desiring to conduct a raffle must apply to the Village for a raffle license.

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

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Raffle License Application

RECOMMENDED MOTION

Motion to approve the raffle license request and waive the fidelity bond requirement for Lake in the Hills YAA.



**Village of Lake in the Hills
Raffle Application Form**

Date of Application 10 MAY - 2021

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

Application Information:

Name of Organization: Lake in the Hills Youth Athletic Assoc.

Date of incorporation or formation of Organization (minimum of 5 years in existence is required to qualify for license): 1952

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

Purpose for which club/organization was formed: Recreational Baseball & Softball

Presiding Officer's Name: Lisa Wolter (President)
Presiding Officer's Address: 10378 Oxford Dr., Huntley IL 60142

Secretary's Name: Colleen Kioldassa
Secretary's Address: P.O. Box 613, Huntley IL 60142

Raffle Manager's Name: KEITH LARSON
Raffle Manager's Address: 3055 HENRY LN, LITH, IL 60156
Raffle Manager's Phone #: 773. 814. 1479
Raffle Manager's Date of Birth: [REDACTED]

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

Raffle Information:

Dates raffle chances will be sold or issued: 7/8/2021 - 7/11/2021

Date/Time raffle is to take place: 7/11/2021

Location or Description of Premises and Address of raffle: SUNSET PARK
LITH, IL

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

SUNSET PARK, GUY PARK; RYDER PARK
50/50 RAFFLE: 1 TICKET PICKED

Total number of chances to be sold:

5,000

Maximum price of each raffle chance:

\$1

Item(s) to be raffled:

50/50

Maximum Retail Value of Each Prize:

\$ 2,500

\$

\$

\$

\$

\$

\$

Retail dollar value of all prizes:

\$ 2,500

Assertions:

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

Bond and Fee Requirements:

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



Village of Lake in the Hills
Bond Waiver Request Page

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

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

On the 10 day of JUNE, the membership of LITHYAA (Name of Organization)

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

Signed: [Signature] Presiding Officer

Signed: [Signature] Secretary

Subscribed and sworn to before me this

15th day of June, 2021

[Signature] Notary Public



NOT FOR PROFIT STATEMENT

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

Signed: [Signature] Presiding Officer

Signed: [Signature] Secretary

Subscribed and sworn to before me this

15th day of June, 2021

[Signature] Notary Public





Village of Lake in the Hills
Raffle Affirmation Page

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

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

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

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

[Signature]
Presiding Officer

and/or [Signature]
Secretary

Sworn to before me this 10 day of JUNE 20 21 [Signature]
Notary Public



MUNICIPAL CODE SECTION 31.02 TO BE REVIEWED BY APPLICANT

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

[Signature]
Signature

6/10/2021
Date



REQUEST FOR BOARD ACTION

MEETING DATE: June 22, 2021

DEPARTMENT: Administration

SUBJECT: Windy City Amusements, Inc. Contract to Supply Amusements at Summer Sunset Festival

EXECUTIVE SUMMARY

Attached is a two-year agreement with Windy City Amusements, Inc. to supply amusements for the annual Summer Sunset Festival that is scheduled for September 3, 2021 through September 5, 2021 and September 2, 2022 through September 4, 2022. All terms and conditions are the same as the previous year, with the exception of two new sections that were added to protect the Village should COVID mitigations be required at the time of the event.

The following payment terms are included in the agreement:

- 38.5% of ride gross up to \$72,500
- 45.5% on anything over \$72,500
- \$300.00 per "fun" booth stand
- \$4,000 donation as an event sponsor

In addition, the contract expires on September 5, 2022, however either party can terminate with 60 days written notice.

FINANCIAL IMPACT

Total tickets sales over the past three years of carnivals (2017, 2018 and 2019) have averaged \$102,000 of which the Village retained an average of \$43,000. This resulted in a payment to Windy City for the difference, which has averaged \$59,000. FY2021 includes a budget of \$60,000 to cover Windy City's portion of the ticket sales. The final payment will be based on actual 2021 and 2022 ticket sales.

ATTACHMENTS

1. Agreement with Windy City Amusements, Inc.

RECOMMENDED MOTION

Motion to Waive Competitive Bidding and Approve the Contract to Supply Amusements with Windy City Amusements, Inc. for the 2021 and 2022 Summer Sunset Festival.

Contract to Supply Amusements

Summer Sunset Festival

THIS CONTRACT is made and entered into this 24th day of June, 2021 by and between the Village of Lake in the Hills, Illinois (the "Sponsor") and Windy City Amusements, Inc.;

WHEREAS, Windy City Amusements, Inc. is a financial donor to the Summer Sunset Festival and desires to be considered by the Sponsor to provide various amusements, rides, devices, and attractions at that festival and at future events in the Village of Lake in the Hills; and

WHEREAS, the Sponsor desires to provide, through Windy City Amusements, Inc., various amusements, rides, devices, and attractions during the Summer Sunset Festival and desires to consider Windy City Amusements, Inc. for future events in the Village of Lake in the Hills;

In consideration of the premises stated above, the sum of one dollar, and the mutual promises contained herein. which consideration the parties hereby acknowledge as valuable and sufficient. the parties mutually agree as follows:

1. Windy City Amusements, Inc. agrees to provide, through its company, amusement ride devices, amusement attractions, concessions, and "fun" booths at a location provided by the Sponsor in Sunset Park located at Miller and Haligus Roads in the Village of Lake in the Hills for a period of two years on the following dates:

Year 2021: September 3 – September 5

Year 2022: September 2 – September 4

The dates and times may be changed upon the mutual agreement of both parties to this contract.

2. Windy City Amusements, Inc. shall furnish in its sole discretion, all necessary tickets, and an air-conditioned ticket booth(s) at the location. In addition, Windy City Amusements, Inc. shall supply automatic ticket purchase machines during the event as approved by the Sponsor.
3. The Sponsor hereby agrees to pay for, furnish, or provide all licenses, permits, taxes, water service, police protection, bill posting, newspaper advertising, ticket sellers, refuse dumpsters, portable toilets, a location acceptable to Windy City Amusements, Inc. for the setup of its company, streets and lots privileges, and free gate admission tickets for the employees of Windy City Amusements, Inc. where gate admission is charged. Portable toilets and water hookup will be provided the day of or prior to the setup of the carnival.

4. Windy City Amusements, Inc. shall have the exclusive right of providing all amusement ride devices, amusement attractions, "fun" booths and food concession stand(s) in the area designated by the Sponsor, the area hereinafter referred to as the "carnival site". Any other merchandise sold within the carnival site by Windy City Amusements, Inc. or its agent (s) shall only be allowed by the approval of the Sponsor.
5. Windy City Amusements, Inc. shall have the exclusive right of providing all popcorn, cotton candy, snow cones, funnel cakes, pop and corn dogs at the carnival site in its own concession stand(s).
6. During the term of this agreement, Windy City Amusements, Inc. agrees to pay to the Sponsor the sum of 38.5% of ride gross up to \$72,500 and 45.5% on anything over \$72,500 each year. Ride gross shall refer to the gross receipts from money derived from the sale of all ride tickets, wrist bands and other similar revenues in which an admission or ride fee is charged.
7. Windy City Amusements, Inc. shall pay to the Sponsor the flat sum of \$300.00 per "fun" booth stand each year. The term "fun" booth shall include but shall not be limited to any walk on, side show, or other non-mechanical amusement attractions for which Windy City Amusements, Inc. ride tickets are not accepted. Arm bands or hand stamps shall not be used for payment on any **walk** on, side show or other non-mechanical amusement attractions.
8. If any "fun" booth is closed, or unable to operate (including rain out days) before the ending date each year, Windy City Amusements, Inc. shall only pay prorata for the actual days the booth is operated.
9. The settlement for the "fun" booths as well as the settlement for the percentage on the Amusement rides and shows shall be made within 30 days of the closing day of the engagement.
10. Thirty (30) days before the event, Windy City Amusements, Inc. shall provide the sponsor a listing of all rides requiring tickets, and the number of ride tickets necessary for patrons to access the ride. The sponsor shall review and approve the listing prior to set up. The proceeds of all ticket sales shall be held by the Sponsor. The collection of any money from the automatic ticket purchase machines by Windy City Amusements, Inc. shall be done only under the supervision of the Sponsor. The Sponsor is responsible for any and all shortages in cash or tickets sold from the ticket booth including wrist bands used for unlimited rides.
11. The term wrist bands shall include, but shall not be limited to, arm or wrist bands, hand stamp, tokens, chips or other non-ticket forms of payment as approved by the sponsor.
12. Windy City Amusements, Inc. is to furnish Liability Insurance and Property Damage Insurance of not less than \$5,000,000 for each occurrence with a certificate of said insurance sent to the Sponsor prior to the engagement each

year, naming the Sponsor as an additional insured, with an additional insured endorsement on Insurance Service Office (ISO) forms: CG 201 or CG 206.

13. The Sponsor shall provide a 220-volt electric hookup switch box to accommodate the office and staff trailers of Windy City Amusements, Inc.
14. Windy City Amusements, Inc. shall furnish Diesel Electric Light Plants for the operation of the Carnival Equipment only
15. Windy City Amusements, Inc. shall pay for the cost of any diesel fuel used and electric power used during the engagement.
16. It is mutually agreed by both parties hereto that there are no other contracts or promises either written or verbal between them, and that this contract shall not be transferred to another party without written consent of both parties, nor shall it inure to the benefit of any third party.
17. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic or any unforeseen occurrence over which parties have no control, then they are not to be held for damages resulting therefrom.
18. The Sponsor further agrees to use its influences to prevent other like attractions from exhibiting in the aforesaid Village 30 days prior and during the Summer Sunset Festival each year.
19. Windy City Amusements, Inc. shall furnish 100 posters and other marketing materials as requested by the sponsor for the purpose of promoting the event.
20. Windy City Amusements, Inc. shall offer Unlimited Ride Specials at a fixed cost of twenty-five dollars (\$25.00) and on dates and times as mutually agreed to by the Sponsor and Windy City Amusements, Inc.
21. Windy City Amusements, Inc. agrees that no more than 2 employees shall remain on the festival grounds after midnight each day to provide security services. Windy City Amusements, Inc. agrees to provide the Sponsor with the names of the employees that will remain on the festival grounds after midnight each day. All employees will receive a background investigation and the sponsor shall have the right to prohibit any employee from working during the festival.
22. Windy City Amusements, Inc. agrees to donate \$4,000 as a sponsor of the Summer Sunset Festival events.
23. This contract shall expire on September 5, 2022 provided, however, that the obligations of Windy City Amusements, Inc. to make any payments provided herein to the Sponsor shall not expire but shall survive the expiration of this contract. Either party to this contract reserves the right to terminate this agreement with 60 days written notice to the other party.

24. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this contract, with the laws of the State of Illinois to apply.
25. Proper venue for any legal action arising out of this contract shall be in the 22nd Judicial Circuit Court of McHenry County.
26. If any word, phrase, sentence, paragraph, Article or provision of this contract shall be considered invalid by a court of competent jurisdiction, the remainder of the contract shall be considered valid and otherwise enforceable.
27. Any notices required or desired to be given under this contract shall be in writing may be (i) personally served, (ii) sent by certified mail, return receipt requested, or (iii) by facsimile transmission. Any notice, shall be addressed to the party to receive it at the following address or at such other address as the party may from time to time direct in writing:

To Windy City Amusements, Inc.
914 West Main St.
St Charles, IL 60174

To Sponsor:
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills. Illinois 60156

Personal Delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three days after deposit with the United States Postal Service. Facsimile notices shall be deemed given upon the date of transmission, provided that compliance is made with the remaining obligations of this Article 17.

28. Windy City Amusements, Inc. will not hold the Sponsor liable for expenses or damages of any kind, including without limitation lost profits, if the event is cancelled or attendance is restricted due to a Force Majeure Event. A "Force Majeure Event" means, but is not limited to, quarantines; pandemics, including without limitation social gathering limitations implemented at the federal, state, or local level related to coronavirus outbreaks; or epidemics.
29. Windy City Amusements, Inc. agrees to follow the guidance established by the Centers for Disease Control and Prevention (CDC) for traveling amusement parks and carnivals, which may be in place at the time of the event.


IN WITNESS WHEREOF the parties have executed this contract as of the day and year above by the duly authorized representatives of the parties hereto.

VILLAGE OF LAKE IN THE HILLS WINDY CITY AMUSEMENTS, INC.

BY:

BY:

Village President

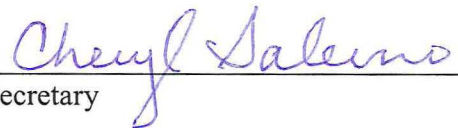


President

ATTEST:

ATTEST:

Village Clerk



Secretary

Contract to Supply Amusements

Summer Sunset Festival

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WHEREAS, the Sponsor desires to provide, through Windy City Amusements, Inc., various amusements, rides, devices, and attractions during the Summer Sunset Festival and desires to consider Windy City Amusements, Inc. for future events in the Village of Lake in the Hills;

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year, naming the Sponsor as an additional insured, with an additional insured endorsement on Insurance Service Office (ISO) forms: CG 201 or CG 206.

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14. Windy City Amusements, Inc. shall furnish Diesel Electric Light Plants for the operation of the Carnival Equipment only
15. Windy City Amusements, Inc. shall pay for the cost of any diesel fuel used and electric power used during the engagement.
16. It is mutually agreed by both parties hereto that there are no other contracts or promises either written or verbal between them, and that this contract shall not be transferred to another party without written consent of both parties, nor shall it inure to the benefit of any third party.
17. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic or any unforeseen occurrence over which parties have no control, then they are not to be held for damages resulting therefrom.
18. The Sponsor further agrees to use its influences to prevent other like attractions from exhibiting in the aforesaid Village 30 days prior and during the Summer Sunset Festival each year.
19. Windy City Amusements, Inc. shall furnish 100 posters and other marketing materials as requested by the sponsor for the purpose of promoting the event.
20. Windy City Amusements, Inc. shall offer Unlimited Ride Specials at a fixed cost of twenty-five dollars (\$25.00) and on dates and times as mutually agreed to by the Sponsor and Windy City Amusements, Inc.
21. Windy City Amusements, Inc. agrees that no more than 2 employees shall remain on the festival grounds after midnight each day to provide security services. Windy City Amusements, Inc. agrees to provide the Sponsor with the names of the employees that will remain on the festival grounds after midnight each day. All employees will receive a background investigation and the sponsor shall have the right to prohibit any employee from working during the festival.
22. Windy City Amusements, Inc. agrees to donate \$4,000 as a sponsor of the Summer Sunset Festival events.
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26. If any word, phrase, sentence, paragraph, Article or provision of this contract shall be considered invalid by a court of competent jurisdiction, the remainder of the contract shall be considered valid and otherwise enforceable.
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To Windy City Amusements, Inc.
914 West Main St.
St Charles, IL 60174

To Sponsor:
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills. Illinois 60156

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29. Windy City Amusements, Inc. agrees to follow the guidance established by the Centers for Disease Control and Prevention (CDC) for traveling amusement parks and carnivals, which may be in place at the time of the event.

IN WITNESS WHEREOF the parties have executed this contract as of the day and year above by the duly authorized representatives of the parties hereto.

VILLAGE OF LAKE IN THE HILLS WINDY CITY AMUSEMENTS, INC.

BY:

BY:

Village President

President

ATTEST:

ATTEST:

Village Clerk

Secretary



REQUEST FOR BOARD ACTION

MEETING DATE: June 22, 2021

DEPARTMENT: Community Development

SUBJECT: Waive Competitive Bidding and Approve an Extension of the Professional Services Agreement with B&F Construction Code Services, Inc. for Inspection Services through June 30, 2022

EXECUTIVE SUMMARY

B&F Construction Code Services, Inc. provides plumbing inspection services to Community Development. This is to meet the State of Illinois' requirement in the Illinois Plumbing Licensing Act that plumbing inspections are to be performed by a State of Illinois licensed plumbing inspector. B&F has staff with qualifications and expertise to meet this requirement and provides exceptional service to the Village. B&F has also provided supplemental services to the Village for code enforcement and building inspections on an as-needed basis.

Community Development requests a waiver to the competitive bidding process to sign an inspection services agreement extension with B&F for July 1, 2021 through June 30, 2022. Community Development's request is based upon the facts that B&F has provided acceptable service, and that they have not requested a rate increase for the past three years. Additionally, B&F completes their work for the Village within the Village's current permitting software. Community Development anticipates procuring new permitting software in the upcoming year in order to enhance public services. By continuing to use B&F, staff will maximize efficiencies by not having to provide training to a new vendor on a software system that is being phased out.

FINANCIAL IMPACT

There is \$35,000 budgeted for 2021 consultant inspection services. Through May 31, 2021, the Village has paid \$7,218.95 in B&F invoices. Total invoices for this year are not expected to exceed the budgeted amount, and extending the agreement with B&F will maintain the current rate of expenditures.

ATTACHMENTS

1. Professional Services Agreement Extension for the period July 1, 2021 through June 30, 2022
2. Agreement for Professional Services for the period June 8, 2018 through December 31, 2020
3. Resolution for Professional Services with B&F Construction Code Services, Inc.

RECOMMENDED MOTION

Motion to waive the competitive bidding process and approve a resolution for a professional services agreement extension with B & F Inspection Services, Inc., to provide inspection services for July 1, 2021 through June 30, 2022.

**CONTRACT EXTENSION OF PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF LAKE IN THE HILLS
AND B & F CONSTRUCTION CODE SERVICES, INC.
JULY 1, 2021-JUNE 30, 2022**

THIS CONTRACT EXTENSION AGREEMENT (“Extension”) is made and entered into as of the date of dually exchanged signatures, below, by and between the Village of Lake in the Hills, Illinois (“Village”) and B & F Construction Code Services, Inc. (“B & F”).

WHEREAS, Village and B & F entered into a contract, titled “Professional Service Agreement Building Inspections” with a proposal date of June 8, 2018 and executed August 9, 2018 (“Agreement”); and

WHEREAS, said Agreement was set to expire on December 31, 2020, and the Parties extended the term through June 30, 2021.

WHEREAS, the Village wishes to extend the term of service for another year, to provide continuity of service at established reasonable prices.

WHEREAS, after review of the current pricing arrangement, the Parties agree to maintain the same pricing terms, which is advantageous to the Village in that B & F has existing knowledge of the Village’s software system, instead of paying more for another company to learn the system.

NOW, THEREFORE, in consideration of the premises as stated in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Village and B & F do hereby agree as follows:

1. The preambles are incorporated into the terms of this Extension, as if fully stated herein.
2. The term of the Extension of the Agreement shall run from July 1, 2021 through June 30, 2022.
3. The execution of this Extension may be enacted by counterparts and by electronically exchanged signatures.
4. The Parties agree that the Agreement is hereby modified only as to its duration and, except as expressly modified herein, said Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Village and B & F hereby execute the Extension of the Agreement:

Village of Lake in the Hills, Illinois

By: _____

Its: _____

Date: _____

B & F Construction Code Services, Inc.

By: _____

Its: _____

Date: _____

Village of Lake in the Hills, IL

INSPECTION PROPOSAL

June 8th, 2018

SUBMITTED TO:

Ann Marie Hess
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL. 60156

**PROFESSIONAL SERVICE AGREEMENT
BUILDING INSPECTIONS**

Services Provided

B & F Construction Code Services, Inc. will provide Certified Inspectors to perform inspections within the city limits of the Village of Lake in the Hills, Illinois. This shall include general building, electric, HVAC, energy and plumbing inspections. The inspectors can also provide small project plan review and code enforcement inspections.

The inspectors shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, tape measure and other equipment as determined to provide a quality inspection.

Each inspector shall utilize B & F Inspection forms or forms acceptable to the Village of Lake in the Hills

The inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.

The inspectors shall be available eight (8) hours a day during normal business hours from Monday through Thursday and Fridays after 9:30 AM, excluding holidays.

The plumbing inspections will be performed by an Illinois licensed Plumber.

The general building inspections will be performed by an ICC certified Inspector.

The property maintenance Inspection will be performed by an ICC certified Property Maintenance Inspector.

Inspections (Building, Mechanical, Electric Plumbing and Energy) shall be billed at the rate of Eighty-Three Dollars (\$83.00) per hour for non-senior inspector and One Hundred and Fifty Dollars (\$150.00) per hour for Senior Administrative staff. Travel time of 15 minutes will be added to the daily time for each inspector.

Property maintenance inspections, which can be grouped together and performed by our property maintenance inspection staff will be invoiced at the rate of \$68.00 for a minimum of 4 hours. Single property maintenance inspections can be performed by our building inspectors at the rate of \$83.00 per hour.

The Inspector will inspect all items related to the inspection type specified on the faxed or emailed inspection schedule. The inspector will not perform other types of inspections or services outside his/her area of qualification.

TERM OF AGREEMENT

This agreement shall be in full force and effective June 8, 2018 by the parties and shall terminate on December 31st, 2020 unless by mutual agreement by both parties. This Agreement may be terminated at any time by either party for any reason by giving written notification to the other party. Notification to the Village shall be provided directly to the Director of Community Development.

INSURANCE

B&F shall, during the term hereof, maintain at its sole cost and expense, comprehensive general liability insurance against claims for bodily injury, death, or property damage occurring as a result of its employees' actions in the course of this Agreement in the amount of a minimum of \$2,000,000 combined single limits, automobile liability insurance in the amount of \$1,000,000, worker's compensation insurance, and professional liability insurance (errors and omissions) in the amount of \$1,000,000.

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Said insurance (excluding worker's compensation) shall name the Village as an additional insured and shall include a provision for cancellation only upon 30 days prior notice to the Village. B&F shall provide the Village with copies of all Certificate(s) of Insurance.

POINT OF CONTACT

B&F will provide the name and contact information for the primary point of contact for the Village. B&F shall also provide contact information for personnel performing services in the Village, i.e. cell phone numbers, where they can be reached during normal working hours.

INDEPENDENT CONTRACTOR

It is agreed that B&F, and any of its employees, is an independent contractor and not an employee of the Village and is not entitled to any employment benefits available to employees by policies or laws, including but not limited to the Illinois Worker's Compensation Act.

BILLING OF SERVICES

B&F shall provide a statement for services rendered each month. The statement shall clearly state number of hours, type of work performed, name(s) of individuals performing services and address at which work is performed.

PLUMBING LICENSE/CERTIFICATIONS

Any employee of B&F who provides services under this Agreement shall maintain a current plumbing license, meet State certification requirements as required, and shall be in good standing at all times. B&F will provide copies of the individual(s) plumber's license who are performing the inspections. B&F will provide a listing of certifications and/ or licenses of individuals performing other types of inspections and plan reviews prior to performing services for the Village.

INDEMNIFICATION

B&F agrees to defend, indemnify, and hold harmless the Village, its officers, boards, commissions, agents, and employees from and against any and all claims, suits, judgments, costs, attorney fees, damages, or other relief, arising out of, resulting from, or relating to the services performed under this Agreement.

MODIFICATIONS

This agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended, or modified except by a written amendment executed by the duly authorized agents of both the Municipality and the Agency.

INTERPRETATIONS

This agreement shall be governed by the laws of the State of Illinois with respect to the interpretation of the performance. Any suit brought in connection with this agreement will be brought and maintained in McHenry County, Illinois.

ENFORCEABILITY

If any provision of this agreement is held to be invalid or unenforceable for any reason, this agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

Any failure of a party to enforce the party's rights under any provision of this agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

All of the B & F Construction Code Services, Inc. employees are covered by the following:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Selective Insurance Company.; and
- C. Professional Liability Insurance underwritten by First Insurance Funding Corporation.

The Village of Lake in the Hills shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one (1) year after the individual is no longer employed by B & F Construction Code Services, Inc.

Accepted By	<u>Fred Mullard</u>	Accepted By	_____
Please Print	<u>Fred Mullard</u>	Please Print	_____
Title	<u>Community Services Director</u>	Title	_____
Date	<u>8/9/18</u>	Date	_____

B & F Construction Code Services, Inc.

Accepted By	<u>Kenneth Garrett</u>
Please Print	<u>KENNETH GARRETT</u>
Title	<u>VILLAGE PRESIDENT</u>
Date	<u>8-9-18</u>

VILLAGE OF LAKE IN THE HILLS

RESOLUTION NO. 2021-_____

A Resolution Approving an Extension to the Professional Services Agreement between the Village of Lake in the Hills and B&F Construction Code Services Incorporated for Building Inspection Services, for July 1, 2021 to June 30, 2022

WHEREAS, the Village of Lake in the Hills entered into a contract dated June 18, 2018 with B&F Construction Code Services Inc. for building inspection services through December 31, 2020.

WHEREAS, the Agreement was previously extended through June 30, 2021; and

WHEREAS, the Board of Trustees of the Village of Lake in the Hills has determined that an additional extension of the contract with B&F Construction Code Services, Inc. is in the best interest of the Village of Lake in the Hills as authorized by law;

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

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

SECTION 2: The Agreement extension set forth on Exhibit A for the time period of July 1, 2021 to June 30, 2022, is attached hereto and by this reference incorporated herein and made a part hereof, shall be and thereby is approved.

Passed this 24th day of June 2021 by roll call vote as follows:

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

APPROVED THIS 24TH DAY OF JUNE, 2021

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: