



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

JULY 27, 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. Informational Item concerning a Presentation from Uprising Bakery and Café (Liquor License & Video Gaming)
 2. Ordinance Amending Chapter 31, Raffles, of the Municipal Code
 3. Ordinance Recodifying Chapter 10, Lakes & Beaches, and Amending Appendix B, Comprehensive Fine and Fee Schedule, Section 3, Fees, Non-Offense of the Municipal Code
 - B. Public Works
 1. Informational Item concerning Water Plant Well Motor Failures
 2. Agreement for Thermoplastic Road Striping with Superior Road Striping
 3. Resolution approving an Intergovernmental Grant Agreement with the Illinois Department of Transportation for the Airport Obstruction Evaluation & Airport Layout Plan Redline Phase 2 Project
 4. Ordinance Amending Minimum Aviation Fuel Pricing
 - C. Community Development
 1. Ordinance Granting Variations to Section 13.2-1.B and Section 13.2-1.C at 331 Hiawatha Drive
 2. Ordinance Granting Conditional Use for an Automotive Service use at 8304 Pingree Road
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
 - F. Trustee Anderson
 1. Parks and Recreation Board Liaison Report

6. Village President

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: _____



INFORMATIONAL MEMORANDUM

MEETING DATE: July 27, 2021

DEPARTMENT: Administration

SUBJECT: Presentation from Uprising Bakery and Café (Liquor License & Video Gaming)

EXECUTIVE SUMMARY

Attached please find information regarding a proposed Bakery & Café. The owner, Corinna & Kevin Sac, will be seeking a Liquor License and Video Gaming License in order to open up Uprising Bakery & Café at 2102 W. Algonquin Road. The standard for Uprising Bakery & Café is to operate an upscale premium 3,400 sq. ft. Bakery & Café offering a wide range of baked goods, vegan limited breakfast, lunch, dinner menu and high end local coffee and limited beer and wine options. They are looking to open the week of October 11, 2021. They will present their plan for input from the Board.

A representative from Uprising Bakery and Café will be in attendance at the July 27, 2021 Committee of the Whole meeting.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Presentation
2. Floor Plan

SUGGESTED DIRECTION

Provide feedback on the business concept.

Executive Summary

Uprising Bakery and Café is a continuation of Desserts by Corinna, LLC (a.k.a. “DBC”). UpRising will be neighborhood destination cafe serving scratch-made bakery items as well as fresh & healthy breakfast & vegan lunch options. Uprising offers a unique combination items to the McHenry County, Lake in the Hills area: a locally-owned bakery and European-style coffee house reinvented for a Midwestern American market. Uprising is an Eco-conscience facility, using biodegradable and compostable flatware, cups, and trash removal services. The main focus is local. Being located right off Rt. 62 and Randall Road, UpRising Bakery and café will service a surplus of 157,930 residents made up of families, students, and local businesses.

There are no other bakery café combos in McHenry County, and there has been an outcry for one in our direct community. Uprising Bakery and Café will serve menu items that taste good at an affordable price. Uprising will showcase Two transparent kitchens; dedicated gluten free and traditional main kitchen. At Year 2 construction of the Dedicated Nut-Free kitchen will commence. The atmosphere will be relaxed and comfortable for socializing or working.

1. Mission

UpRising Bakery and Café is dedicated to learning about and pioneering changes in the culinary world. “DBC” is known for our allergen friendly items and eco-conscience operations. UpRising believes it is important to remind the community what a fresh, from-scratch, baked item/meal is. We cater to all dietary restrictions known to the market in a safe and affordable manner. UpRising is a movement, a force of nature in the industry. “DBC” currently offers an extensive menu, including gluten free, vegan, dairy free, egg free, sugar free, peanut free, tree nut free, keto, and traditional items which will be mirrored and magnified at UpRising Bakery and Café.

Company Summary

UpRising Bakery & Café will be located in the heart of McHenry County off of the Randall Rd and Algonquin corridor, servicing a surplus of 157,930 residents. The Median household income steadily trending above \$90,000 per year since 2018. The owner, Corinna Sac, is opening the UpRising Bakery & Cafe in response to the limited number of bakeries and vegan eateries located in the McHenry County area. The bakery will offer a wide range of baked goods, a vegan limited Breakfast/lunch/dinner menu, high end local coffee, and limited beer and wine options. We will focus on bringing in the customer who visits the local stores and is looking for a warm and comfortable place to relax and enjoy excellent food. In Addition, we are targeting families and young adults with our fun and interactive events, classes, and event rental spaces.

2.1 Company Ownership

UpRising Bakery & Café is owned 100% by Corinna and Kevin Sac.

2.2 Start-up Summary

The start-up cost of UpRising Bakery & Cafe will consist primarily of kitchen buildout, kitchen equipment, and dining set-up. Corinna Sac will invest \$30,700 for lease hold improvements (Gluten Free Build out). She has also secured a \$17,800 Allied for Community Business loan to cover new equipment. Jim Millitello(owner) of the existing restaurant has granted the opportunity or Corinna to sell the existing equipment, not needed, as a “tenant improvement grant”. The funds raised from selling the deli equipment will be put in a capital earnings account.

Products

UpRising Bakery & Cafe will offer customers flavorful products characterized by their freshness, organic, and allergen sensitive ingredients, a high level of customizability and professional customer service. Uprising has partnered with local procurers for honey, fruits, and vegetables. The menu will include:

- Assorted Pastry/desserts; (available in traditional, dedication-gluten free, and vegan)
- Custom Cakes; (available in traditional, dedication-gluten free, and vegan)
- Breads; (available in traditional, dedication-gluten free, and vegan)
- Vegan Sandwiches; (available in traditional & dedication-gluten free)
- Vegan Soups; (available in traditional & dedication-gluten free)
- Vegan salads; (available in traditional & dedication-gluten free)
- Vegan Quiches; (available in traditional & dedication-gluten free)
- Vegan breakfast fare(available in traditional & dedication-gluten free)
- Vegan grain bowls(available in traditional & dedication-gluten free)
- Espresso;
- Tea;
- Wine;
- beer.

(Please reference attached menu's)

Market Analysis Summary

In the past ten years, the Lake in the Hills/Huntley section of McHenry County has grown tremendously. The growing family and student community combined with the customers of the area's arts and local stores are a perfect support base for the UpRising Bakery & Cafe.

Currently, the area is served by two small bakeries and two coffee shops. None of these shops carry the menu items found at the UpRising Bakery & Cafe. In addition, the bakery is located off of Randall Rd and Rt. 62, one of the most traveled routes connecting our area to others, on average 33,000 vehicles per day. Our specific location is supported by two traffic light entrances with dedicated turn lanes, making it easy, safe and convenient for patrons to visit the site.

4.1 Market Segmentation

UpRising Bakery & Cafe will focus on three significant customer groups:

- Students: The community is home to a large number of student residents. Lake in the hills/ Huntley population is 26.9% students between age 14-21. This creates a festive environment in the Lake in the Hills/Huntley eatery/retail area that attract students Friday-Sunday. A significant number of students spend money on food and drink in the immediate area. UpRising Bakery & Café will heavily feature and promote special events nights for the younger local students. Special Events ranging from Anime night, Open Mic night, Game night, resume writing classes, watch parties, to SAT study night.
- Vegan and Plant Based: McHenry County and surrounding areas are heavily populated with vegan and/or plant-based consumers. Our dedicated vegan food and drink menus and gluten free menus target these consumers directly for breakfast, lunch, dessert, and special events. The bakery's location will be a convenient place to grab a bite or a sweet on the way to or from work or shopping.
- Families and Moms: UpRising is an open and family friendly meeting place. Our menu is curated and priced for the families and mothers who will frequent our establishment for day-dates, mommy & me events, and Girls Night Out events. Lake in the Hills/Huntley's population is 51.3% women, and in 2018, the median household income of the 9.6k households in Lake in the Hills, IL grew to \$90,984 from the previous year's value of \$87,683

Strategy and Implementation Summary

UpRising Bakery and Cafe will promote the store opening. We will have live music and food in front of the bakery opening weekend. October 11th is our target opening date for shoppers; although we plan to be baking in the kitchens and doing trial runs by September 1st. The big white tents, lights, and music will provide excellent curb appeal for passing vehicles and foot traffic for the opening.

We will advertise with local area advertising flyers, online via Facebook, Instagram, and Tiktok, via USPS Mailer, Huntley Chamber of Commerce and Lake in the Hills Chamber of Commerce connections. In the advertisements for the market opening, we will have specials on pastry, sandwiches, and drinks. We will also have special offers for new and existing "UpRising Rewards Customers". We will continue this discount for the first month of operation.

5.1 Competitive Edge

UpRising Bakery & Cafe competitive edge is:

- Local and Organic Menu: The menu for the UpRising Bakery and Cafe is a perfect addition to the growing health and eco conscious focus of the families and businesses in the area. We offer the customer a chance to step out of the daily hustle into a relaxed and comfortable bakery and cafe, complete with the sights and sounds. Lunch becomes an event and even the purchasing of a bakery item, leaves the customers smiling.
- Customer centric "eQuality for all": UpRising puts extreme emphasis on catering to all of its surrounding community and their needs. Offering menu items for every known diet restriction and/or fad entices consumers into the only establishment that follows these trends. UpRising takes extra precaution to make sure that no matter what the circumstance the products are all of the same great quality and price. A feature that many customers love.

5.2 Sales Strategy

The sales strategy of the UpRising Bakery & Cafe is simple. The key to customer satisfaction is providing an exceptional product at affordable prices in an environment that is as entertaining as the food. We will offer daily specials, special events 2-3 times per week, limited alcohol (local beer and wine) and private video-gaming, but most of all a safe space for all to flock to.

Heavy advertising, promotions, and rewards will continue to bring back customers with a wide variety of interests. A revolving showcase of local art displayed on the gallery wall, along side our “Photo Opp” wall keeps customers posting on social media and tagging our location, increasing traffic to our spot.

5.2.1 Sales Forecast

Cost control is a critical focus of our sales forecast. We will adhere to the following gross margin % for menu items:

- Baked goods/dining: 40%
- Beverages: 31%
- Catering/Events: 21%
- Liquor/Gaming: 8%

Management Summary

Corinna Sac will manage the daily operation of the UpRising Bakery & Cafe. She has ten years of experience working in the restaurant industry. Her career started in high school, where she was an apprentice at La Petit Marche (Dawn’s Breads) in Crystal Lake. Later earning a degree in Baking and Pastry from Kendall College, Chicago. During Internships around the nation, she was honored to be on a team with Chef Florian Bellinger (Cupcake Wars), participated in the national and global competitions, and cooked for Barack Obama, Michael Jordan, and leading national golf competitors alike. While working at Pinehurst Golf Resort, NC., she undertook extra hours serving and ‘managing’ the Ryder Cup Lounge, gaining valuable experience and knowledge of hospitality management and customer satisfaction. Shortly after moving back to Illinois after internships, she worked as Assistant Sales and Marketing Director and Customer Service Team Lead in the medical device industry, where she perfected her skills at marketing just about any product, price and negotiate contracts, and manage time between production, customer satisfaction, and essential clerical duties. In 2017 Corinna started a small Pop-up bakery, by 2018 it was one of the most loved local bakeries in the area. During 2020 Covid-19, she spent many hours creating a user-friendly e-commerce platform, launched countless marketing campaigns via Facebook, Google, Instagram, and USPS to gain and retain a customer base, and implemented a comprehensive customer satisfaction screening process for each order. Ultimately between 2018-2020, she grew DBC by 427.23%+.

6.1 Personnel Plan

Besides Corinna and her existing staff of 2 bakers, Uprising Bakery & Cafe will have a staff of 8:

Kitchen staff (2+); 1 PT + 1 FT

- Baker (3); 1 PT + 2 FT
- Waiters/waitresses (2+). 3 PT

Personnel Plan	Y1	Y2	Y3
Corinna Sac	\$33,600	\$36,000	\$39,000
Kitchen Staff	\$14,300	\$14,729	\$15,170
Waiters/Waitresses	\$28,080	\$28,922	\$29,790
Baking Staff	\$46,800	\$72,306	\$74,475
Total People	8	8	9
Total Payroll	\$122,480	\$150,565	\$155,082

Financial Projections:

Revenue Forecast																	
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Rate			
Year 1: 2021					0.127	0.124	0.124	0.126	0.118	0.120	0.122	0.140	1.000				
Revenue																	
Baked Goods									\$ 41,975	\$ 42,941	\$ 43,398	\$ 50,085	\$ 357,000				
Coffee & Beverages									\$ 20,987	\$ 21,471	\$ 21,699	\$ 25,043	\$ 178,500				
Catering / Events									\$ 4,409	\$ 4,511	\$ 4,559	\$ 5,261	\$ 37,500				
Other Revenue									\$ -	\$ 15,000	\$ 30,140	\$ 30,140	\$ 30,140				
Total Revenue									\$ 67,371	\$ 83,922	\$ 99,796	\$ 110,529	\$ 361,618				
Year 2: 2022					0.075	0.075	0.084	0.083	0.087	0.084	0.085	0.086	0.080	0.082	0.083	0.096	1.000
Revenue																	
Baked Goods	\$ 40,726	\$ 40,805	\$ 45,686	\$ 44,885	\$ 47,162	\$ 45,938	\$ 46,043	\$ 46,910	\$ 43,726	\$ 44,733	\$ 45,209	\$ 52,175	\$ 544,000				
Coffee & Beverages	\$ 22,908	\$ 22,953	\$ 25,698	\$ 25,248	\$ 26,529	\$ 25,840	\$ 25,899	\$ 26,387	\$ 24,596	\$ 25,162	\$ 25,430	\$ 29,349	\$ 306,000				
Catering / Events	\$ 4,492	\$ 4,501	\$ 5,039	\$ 4,951	\$ 5,202	\$ 5,067	\$ 5,078	\$ 5,174	\$ 4,823	\$ 4,934	\$ 4,986	\$ 5,755	\$ 60,000				
Other Revenue	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 361,680				
Total Revenue	\$ 98,266	\$ 98,399	\$ 106,563	\$ 105,223	\$ 109,033	\$ 106,985	\$ 107,161	\$ 108,612	\$ 103,285	\$ 104,969	\$ 105,766	\$ 117,418	\$ 1,271,680				
Year 3: 2023					0.075	0.075	0.084	0.083	0.087	0.084	0.085	0.086	0.080	0.082	0.083	0.096	1.000
Revenue																	
Baked Goods	\$ 45,817	\$ 45,906	\$ 51,396	\$ 50,495	\$ 53,057	\$ 51,680	\$ 51,799	\$ 52,774	\$ 49,192	\$ 50,325	\$ 50,860	\$ 58,697	\$ 612,000				
Coffee & Beverages	\$ 27,999	\$ 28,054	\$ 31,409	\$ 30,858	\$ 32,424	\$ 31,582	\$ 31,655	\$ 32,251	\$ 30,062	\$ 30,754	\$ 31,081	\$ 35,870	\$ 374,000				
Catering / Events	\$ 5,240	\$ 5,251	\$ 5,879	\$ 5,776	\$ 6,069	\$ 5,911	\$ 5,925	\$ 6,036	\$ 5,627	\$ 5,756	\$ 5,817	\$ 6,714	\$ 70,000				
Other Revenue	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 361,680				
Total Revenue	\$ 109,197	\$ 109,351	\$ 118,824	\$ 117,269	\$ 121,690	\$ 119,314	\$ 119,519	\$ 121,201	\$ 115,020	\$ 116,975	\$ 117,899	\$ 131,421	\$ 1,417,680				
Year 4: 2024					0.075	0.075	0.084	0.083	0.087	0.084	0.085	0.086	0.080	0.082	0.083	0.096	1.000
Revenue																	
Baked Goods	\$ 50,908	\$ 51,007	\$ 57,107	\$ 56,106	\$ 58,953	\$ 57,423	\$ 57,554	\$ 58,638	\$ 54,658	\$ 55,916	\$ 56,511	\$ 65,219	\$ 680,000				
Coffee & Beverages	\$ 33,090	\$ 33,154	\$ 37,120	\$ 36,469	\$ 38,319	\$ 37,325	\$ 37,410	\$ 38,115	\$ 35,528	\$ 36,346	\$ 36,732	\$ 42,392	\$ 442,000				
Catering / Events	\$ 5,989	\$ 6,001	\$ 6,718	\$ 6,601	\$ 6,936	\$ 6,756	\$ 6,771	\$ 6,899	\$ 6,430	\$ 6,578	\$ 6,648	\$ 7,673	\$ 80,000				
Other Revenue	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 30,140	\$ 361,680				
Total Revenue	\$ 120,127	\$ 120,302	\$ 131,085	\$ 129,316	\$ 134,347	\$ 131,643	\$ 131,876	\$ 133,791	\$ 126,756	\$ 128,980	\$ 130,032	\$ 145,424	\$ 1,563,680				



2102 W. Algonquin Rd
Lake in the Hills, IL
By Corinna Sac



Who are we?

- UpRising is a neighborhood cafe serving scratch-made desserts and bakery as well as fresh & healthy breakfast & lunch options. UpRising offers a unique combination items to the downtown Huntley area: a locally-owned bakery and European-style coffee house reinvented for a Midwestern American market. The main focus is local.
- UpRising will offer flavorful products characterized by their freshness, organic and allergen sensitive ingredients, a high level of customizability and professional customer service.
- UpRising will showcase two transparent kitchens; dedicated gluten free, dedicated nut free, and traditional main kitchen.
- Most importantly, from the customer perspective, is that UpRising will serve menu items that taste good at an affordable price.



Atmosphere

- ▶ The atmosphere will be relaxed and comfortable for socializing or working. An emphasis will be placed on minimizing industrial noise from the equipment and games.
- ▶ The atmosphere will be casual with a softer color palette; light greens, off-whites, burnt oranges.
- ▶ Furniture will showcase natural materials and colors.
- ▶ Art procured for the walls will showcase a new local artist each month. The art will be for direct sale, with a 2% “showing fee” going to UpRising at the time of sale.
- ▶ A large special events stage in the open café will host multiple weekly special events ranging from Open Mic night, to Game Night, to Cooking classes to boost revenue.
- ▶ Dedicated and enclosed game room will be located in the back of the café, for the video game community. Four gaming machines boost revenue in the café.



Re-vamp project



Before



After..





Partnerships

- Uprising has partnered with local procurers for dairy, honey, fruits, and vegetables.
- Julie Ann's Frozen Custard – steady wholesale customer of DBC, potential sales revenue in café, selling vegan and non vegan ice cream
- Troggs Hallow Farm – local organic farmer that supplies fruits, veggies, and other goods seasonally
- Middlebury Farms - local organic farmer that supplies fruits, veggies, and other goods seasonally
- South Street Coffee – local organic coffee roaster who will be contracted in to provide coffee and train on coffee bar
- Smart Cookie Baker – local gluten free & keto baker who will be renting space and time in the gluten free kitchen and retail store



Sustainability, Eco-conscience, & operations

- ▶ Uprising is a Eco-conscience facility, using biodegradable and compostable flatware, cups, and trash removal services
- ▶ All foods are organic or non-gmo in nature
- ▶ DBC currently employees 3 to aid in peak production times custom orders, and wholesale, as well as hire 5 more part time employees to rotate front of the house.
- ▶ DBC will be offering “Salon style” programs to local cake decorators, offering a safe, creative and economic conscience way to ramp up production and employe other women in the community.
- ▶ The café will run from 6a-8p, with special events on select days of the week. Wednesday, Friday or Saturday, and brunch on Sunday’s.
- ▶ We will have a liquor license for limited high end wine and beer along with the Coffee bar
- ▶ We will have 4-6 gaming machines which bring in a steady stream on pure profit to help sustain the cafe



What sets us apart

- Our passion for customer satisfaction.
- There are currently no commercial bakeries or bakery café hybrids in the area. There is one bakery located in Lake in the Hills, Konrads Bakery, that has a strong following but is mostly custom order and specialty desserts for catering. Their establishment does not offer beverages or café dining.
- There is one specialty café in Algonquin, Daily Projects, They do not offer baked goods. They offer sandwiches and fun drinks like bubble tea and coffee.
- There is a bakery in Huntley, Blessed Little Kitchen, who specializes in custom cookies, mediocre custom cakes, and limited menu. This bakery has been around since 2013 as a home establishment. They have no experience with and offers no allergen friendly or dietary friendly items.
- This is where UpRising shines through. We are dedicated to learning about and pioneering changes in the culinary world. We are known for our allergen friendly items. We believe it is important to cater to all dietary restrictions known to the market. We offer an extensive menu, including gluten free, vegan, dairy free, egg free, sugar free, sugar reduced, peanut free, tree nut free, keto, and traditional items

Bakery Menu

Product	Retail Price per each	Retail Price per doz	Product	Retail Price per each	Retail Price per doz	Product	Retail Price per each	Retail Price per doz	Product	Retail Price per each	Retail Price per doz
<ul style="list-style-type: none"> 8" Frozen Seasonal Pie (Apple Pie, Peach Pie, Blueberry Pie, cherry, pumpkin, cranberry, etc// Traditional, Vegan, GF, GFVegan) 	\$ 18.00	N/A	<ul style="list-style-type: none"> Brownie / Filled Brownie (Traditional, Vegan, GF, GFVegan) 	\$ 3.20	#####	<ul style="list-style-type: none"> 4"Strudel/ Poptarts (// Traditional, Vegan, GF, GFVegan) 	\$ 3.00	\$ 33.00	GF White t	\$ 6.00	n/a
<ul style="list-style-type: none"> 6" Fresh Seasonal Pie (Apple Pie, Peach Pie, Blueberry Pie, cherry, pumpkin, cranberry, etc// Traditional, Vegan, GF, GFVegan) 	\$ 9.00	N/A	<ul style="list-style-type: none"> Cake Pops (// Traditional, Vegan, GF, GFVegan) 	\$ 2.90	#####	<ul style="list-style-type: none"> Large Muffins (apple, banana, lemon poppy, seasonal // Traditional, Vegan, GF, GFVegan) 	\$ 2.50	\$ 30.00	7 Grain	\$ 7.00	n/a
<ul style="list-style-type: none"> 8" Frozen Specialty Pie (French silk, banana cream, Mississippi mud, bourbon pecan, etc// Traditional, Vegan, GF, GFVegan) 	\$ 18.00	N/A	<ul style="list-style-type: none"> Power bars and protein treats for Keto and Paleo 	\$ 3.00	#####	<ul style="list-style-type: none"> Bichon au citron (Citrus puff pastry) (Traditional, GF) 	\$ 5.25	\$ 63.00	GF 7 Grain	\$ 7.00	n/a
<ul style="list-style-type: none"> 6" Cinnamon Roll (Traditional, Vegan, GF) 	\$ 3.50	\$ 30.00	<ul style="list-style-type: none"> Various 4" cake, (Traditional, Vegan, GF, GFVegan) – basic décor to write "Happy bday, Happy anniv, Get well soon, 	#####	N/A	<ul style="list-style-type: none"> Berliner (Traditional, GF) 	\$ 4.00	\$ 33.00	baguette	\$ 6.00	n/a
<ul style="list-style-type: none"> 6" Pecan Roll/mex. Choc roll (Traditional, Vegan, GF) 	\$ 3.75	\$ 30.00	<ul style="list-style-type: none"> 6" cakes for immediate carry out - basic décor to write "Happy bday, Happy anniv, Get well soon, etc. 	#####	N/A	<ul style="list-style-type: none"> Croissant (Traditional, Vegan, GF) 	\$ 4.25	\$ 43.00	Onion Rye	\$ 6.00	n/a
<ul style="list-style-type: none"> 6" Scones (Berry Scone, Savory Breakfast Scone, Lavender Scone, Chocolate Scone // Traditional, Vegan, GF, GFVegan) 	\$ 4.00	\$ 33.00	<ul style="list-style-type: none"> 8" cakes for immediate carry out - basic décor to write "Happy bday, Happy anniv, Get well soon, etc. 	#####	N/A	<ul style="list-style-type: none"> Craunut (Traditional, Vegan, GF) 	\$ 4.25	\$ 33.00	Pulla	\$ 6.00	n/a
<ul style="list-style-type: none"> 5" Turnover/ Danish 	\$ 5.25	\$ 30.00	White Bread	\$6	n/a	<ul style="list-style-type: none"> Cookies (chocolate, oatmeal, cranberry white chocolate, sugar, no bake // Traditional, Vegan, GF, GFVegan) 	\$ 2.75	\$ 22.00	Coffee Cak	\$ 10.00	n/a

Grab N Go – Case offerings

Savouries	Salads	Sides	Soups	Sand/wrap	Bowls	Bowls
Quiche Lorraine Slice (Bacon and Cheese) {Vegan and Trad}	Harvest (blu cheese, apple, cranberry, hemp hearts){Vegan and Trad}	Garlic Herb Gourmay style cheeze dip topped with roasted red pepper sauce and roasted pine nuts (8 oz dell container + Keto Crackers){Vegan and Trad}	Zuppa toscana soup (classically creamy and peppery with sausage and kale)	Breakfast Wrap (tofu/egg scramble, hashbrowns, veg, sausage, sauce) {Vegan and Trad}	Orange chickun bowls with seasoned rice (orange glazed soycuris with steamed jasmine rice seasoned with rice vinegar, topped with furikake and served ith lime wedge)	Green Goddess Bowl loaded up with steamed and fresh seasonal veggies and a vegan, low-calorie Green Goddess Dressing
Quiche Veggie Slice(seasonal veggies){Vegan and Trad}	Taco (soyizo, cheeze, roasted corn, seasoned black beans, onion, fresh salsa, lime cilantro dressing, avacado){Vegan and Trad}	Fruit +Dip	Grandpa's Garden Soup (hearty veggie broth based soup with noodles and tons of seasonal veg)	Lunch Wrap (Tofu/Beans/chicken, SD Tomato Hummus, Lettuce, Tomato, Pickled Onion, Sauce, french fries) {Vegan and Trad}	Roasted Sunchoke and Barley Bowl with mushrooms, parsnips and kale, drizzled with a Zaatar Tahini Sauce	Vegan Fajita Bowls with roasted portobello mushrooms and peppers served over Cilantro Lime Cauliflower Rice – Moroccan Muijadara Bowl – a comforting, healthy vegetarian meal of lentils and rice, with fragrant Moroccan spices, served with caramelized shallots, fresh veggies, (or roasted veggies) pine nuts and
	House (Baby Greens, Pear, Candied Pecans, {Vegan and Trad} Stilton Cheese, Dried Cranberry and Applewood-Smoked Bacon, Tossed with Citrus Dressing)	Veggie +dip	Creamy African peanut soup	Pizza puffs/sausage rolls (sausage mix with cheeze and seasoning into puff pastry and baked. Served with fresh marinara or brit sauce){Vegan and Trad}	Vegan Bahn Mi Noodle Bowl with Sriracha Tof u, rice noodles , pickled carrots and radishes, crunchy cucumber and cabbage and spicy, vegan Bahn Mi dressing! Smokey Cauliflower Chimichuri Bowls! These filling vegan buddha bowls are full of flavor and loaded up with healthy veggies. Served over seasoned black beans (and optional rice) with Mexican Slaw , radishes, avocado , cilantro and pickled onions .	
	Cobb (Romaine lettuce, smoked ham, roasted turkey breast, tomato, avocado, blue cheese, hard-boiled egg, smoked bacon and garlic croutons with peppercorn ranch dressing){Vegan and Trad}	loaded succatache potato salad(roasted sweet potato, corn, onion, garlic, lime bean, cream cheese) {Vegan and Trad}	classic chicken noodle "ABC" soup	Chic. salad on croissant or roll (chicpea/chicken with mayo, dion, dried cranberries, green onions, and slivered almonds){Vegan and Trad}		B&B Breakfast Grain Bowl GF and Keto (Buckwheat and purple barley topped with roasted sweet potato, fresh figs, toasted sunflower seeds, fresh seasonal fruit, real grade A maple syrup, hemp seeds, and sweet n sour pickled grated carrot)

Café Menu

Apps	Breakfast(all day)	Lunch	kids	soups	salads
<p>Hummus (white bean hummus topped with sun dried tomato olive oil and everything seasoning. Served with Keto crackers)</p>	<p>Breakfast Pappy Bites (Mini pancake dipped sausage bites served with Leeroy's Ketchup and Real maple syrup)</p>	<p>Plant based burger ROTATING</p>	<p>Plant Based Muncher (Fresh Hummus/Veggie stick snacker with a little seasonal fruit) (served juice or plant based milk/choco milk of choice)</p>	<p>Zuppa Toscana soup (classically creamy and peppery with sausage and kale)</p>	<p>Harvest (blu cheeze, apple, cranberry, hemp hearts)(Vegan and Trad)</p>
<p>Fresh Veggies</p>	<p>Monte Corinna (A Vegan take on a classic Monte Cristo! Our very own Corinna's favorite! This triple decker sammy is layered up with smoked gouda and our own plant based turkey in between freshly made french toast from DBC and fried up crispy toasty. Served with our Blackberry chipotle sauce and seasonal fruit salad or toast with fresh jam.</p>	<p>Chic/chicken salad sliders (With Celery, Onions, Lettuce and Tomato Jam on Two Petite Croissants. Served with Kettle Chips)</p>	<p>Small but mighty sliders (Mini burger sliders with cheeze, and ketchup) served with fruit salad or side salad and juice or plant based milk/choco milk of choice)</p>	<p>Grandpa's Garden Soup (hearty veggie broth based soup with noodles and tons of seasonal veg)</p>	<p>Taco (soyrito, cheeze, roasted corn, seasoned black beans, onion, fresh salsa, lime cilantro dressing, avocado)(Vegan and Trad)</p>
<p>Fresh Fruit</p>	<p>Breakfast sammy (Plant based sausage egg and cheeze on a toasted english muffin topped with blackberry chipotle sauce. Served with seasonal fruit salad or toast with fresh jam</p>	<p>Orange chicken bowls with seasoned rice (orange glazed soycurts with steamed jasmine rice seasoned with rice vinegar, topped with furikake and served th lime wedge)</p>	<p>Moon Man Mini Pizza (Toasted GF tortilla with marinara flavored hummus, cheeze, and plant based pepperoni in a smiley face)</p>	<p>Creamy African peanut soup</p>	<p>House (Baby Greens, Pear, Candied Pecans, (Vegan and Trad) Stilton Cheese, Dried Cranberry and Applewood-Smoked Bacon, Tossed with Citrus Dressing)</p>
<p>Charcut</p>	<p>Johney Cake breakfast (3 fresh Corn Johney cakes with green chilis, sweet cream compound butter, and real maple syrup and Molasses. Fresh seasonal fruit salad, and 4 GF breakfast sausage links.</p>	<p>Roasted Sunchoke and Barley Bowl with mushrooms, parsnips and kale, drizzled with a Zahtar Tahini Sauce</p>	<p>Dinonuggs (GF breaded and fried Dino shaped plant based nuggets with BBQ or Ranch and fruit salad or side salad)</p>	<p>classic chicken noodle "ABC" soup</p>	<p>Cobb (Romaine lettuce, smoked ham, roasted turkey breast, tomato, avocado, blue cheese, hard-boiled egg, smoked bacon and garlic croutons with peppercorn ranch dressing)(Vegan and Trad)</p>
Apps	Breakfast(all day)	Lunch	kids	soups	salads
<p>Creamy Artichoke dip French toast</p>	<p>Quiche Slice (Choice of Quiche Lorraine (Bacon and cheese), or Loaded (GF Veef, caramelized onions, spinach, hashbrowns, bell pepper, and cheeze) both on GF pastry crust. Served with seasonal fruit salad or Toast with homemade jam</p>	<p>Vegan Bahn Mi Woodie Bowl with Sriracha Tofu, rice, noodles, pickled carrots and radishes, crunchy cucumber and cabbage and spicy, vegan Bahn Mi dressing!</p>	<p>Tasty Tacos (GF tortilla with plant based beef, taco seasoning, cheese, Cream and veggies on the side)</p>		
<p>Stuffed Mushrooms</p>	<p>N/Ham and Cheeze on a Croissant (Hot Vegan ham and cheeze on a toasted DBC croissant topped with pickled onions and a sauce of some sort TZO) Side of fruit salad or toast with fresh jam</p>	<p>Smoky Cauliflower Cauliflower Bowl! These filling vegan Buddha bowls are full of flavor and loaded up with healthy veggies. Served over seasoned black beans (and optional rice) with Mexican Salsa, radishes, guacado, cilantro and pickled onions</p>	<p>Grilled Cheese</p>		
<p>Biscuits N Gravy</p>		<p>Green Goddess Bowl loaded up with steamed and fresh seasonal veggies and a vegan, low-calorie Green Goddess Dressing</p> <p>Vegan Falu Bowl with roasted portobello mushrooms and peppers served over Cilantro Lime Cauliflower Rice</p>	<p>Loaded Mac & cheese (with hidden veggies)</p>		
<p>Bagels, Carrots N Lox/Salmon N Lox</p>		<p>Moroccan Mashed Bowl – a comforting, healthy vegetarian meal of lentils and rice, with fragrant Moroccan spices, served with caramelized shallots, fresh veggies, (or roasted veggies) ain't n/a and optional yogurt</p> <p>B&B Breakfast Grain Bowl GF and Keto (Buckwheat and purple barley topped with roasted sweet potato, fresh figs, toasted sunflower seeds, fresh seasonal fruit, real grade A maple syrup, hemp seeds, and sweet n sour pickled grated carrot)</p>			

Product	Retail Price per each	Retail Price per doz
• 8" Frozen Seasonal Pie (Apple Pie, Peach Pie, Blueberry Pie, cherry, pumpkin, cranberry, etc)	\$ 18.00	N/A
• 6" Fresh Seasonal Pie (Apple Pie, Peach Pie, Blueberry Pie, cherry, pumpkin, etc)	\$ 9.00	N/A
• 8" Frozen Specialty Pie (French silk, banana cream, Mississippi mud, bourbon pecan, etc) Traditional.	\$ 18.00	N/A
• 6" Cinnamon Roll (Traditional, Vegan, GF)	\$ 3.50	\$ 30.00
• 6" Pecan Roll/mex. Choc roll (Traditional, GF)	\$ 3.75	\$ 30.00
• 6" Scones (Berry Scone, Savory Breakfast Scone, Lavender Scone, etc)	\$ 4.00	\$ 33.00
• 5" Turnover/ Danish	\$ 5.25	\$ 30.00
• 4 Strudel/ Poptarts (// Traditional, GF)	\$ 3.00	\$ 33.00
• Large Muffins (apple, banana, lemon poppy, etc)	\$ 2.50	\$ 30.00
• Bichon au citron (Citrus puff pastry) (Traditional, GF)	\$ 5.25	\$ 63.00
• Berliner (Traditional, GF)	\$ 4.00	\$ 33.00
• Croissant (Traditional, Vegan, GF)	\$ 4.25	\$ 43.00
• Craunut (Traditional, Vegan, GF)	\$ 4.25	\$ 33.00
• Cookies (chocolate, oatmeal, cranberry white chocolate, etc)	\$ 2.75	\$ 22.00
• Brownie / Filled Brownie (Traditional, Vegan, GF, GFVegan) – basic décor to write	\$ 3.20	\$ 30.00
• Cake Pops (// Traditional, Vegan, GF, GFVegan)	\$ 2.90	\$ 22.00
• Power bars and protein treats for Keto and Paleo	\$ 3.00	\$ 36.00
• Various 4 cake, (Traditional, Vegan, GF, GFVegan) – basic décor to write	\$ 28.00	N/A
6" cakes for immediate carry out - basic décor to write "Happy bday, Happy anniv, Get well soon, etc.	\$ 40.00	N/A
8" cakes for immediate carry out - basic décor to write "Happy bday, Happy anniv, Get well soon, etc.	\$ 55.00	N/A
White Bread	\$ 6	n/a
GF White Bread	\$ 6.00	n/a
7 Grain	\$ 7.00	n/a
GF 7 Grain	\$ 7.00	n/a
baguette	\$ 6.00	n/a
Onion Rye	\$ 6.00	n/a
Pulla	\$ 6.00	n/a
Coffee Cakes	\$ 10.00	n/a

Product	Retail Price per each	Retail Price per doz
• Brownie / Filled Brownie (Traditional, Vegan, GF, GFVegan)	\$ 3.20	\$30.00
• Cake Pops (// Traditional, Vegan, GF, GFVegan)	\$ 2.90	\$22.00
• Power bars and protein treats for Keto and Paleo	\$ 3.00	\$36.00
• Various 4 cake, (Traditional, Vegan, GF, GFVegan) – basic décor to write	\$28.00	N/A
6" cakes for immediate carry out - basic décor to write "Happy bday, Happy anniv, Get well soon, etc.	\$40.00	N/A
8" cakes for immediate carry out - basic décor to write "Happy bday, Happy anniv, Get well soon, etc.	\$55.00	N/A
White Bread	\$6	n/a
GF White Bread	\$ 6.00	n/a
7 Grain	\$ 7.00	n/a
GF 7 Grain	\$ 7.00	n/a
baguette	\$ 6.00	n/a
Onion Rye	\$ 6.00	n/a
Pulla	\$ 6.00	n/a
Coffee Cakes	\$10.00	n/a

Product	Retail Price per each	Retail Price per doz
• 4" Strudel/ Poptarts (// Traditional, Vegan, GF, GFVegan)	\$ 3.00	\$ 33.00
• Large Muffins (apple, banana, lemon poppy, seasonal // Traditional)	\$ 2.50	\$ 30.00
• Bichon au citron (Citrus puff pastry) (Traditional, GF)	\$ 5.25	\$ 63.00
• Berliner (Traditional, GF)	\$ 4.00	\$ 33.00
• Croissant (Traditional, Vegan, GF)	\$ 4.25	\$ 43.00
• Craunut (Traditional, Vegan, GF)	\$ 4.25	\$ 33.00
• Cookies (chocolate, oatmeal, cranberry white chocolate, sugar, no bake // Traditional)	\$ 2.75	\$ 22.00

Product	Retail Price per each	Retail Price per doz
GF White Bread	\$ 6.00	n/a
7 Grain	\$ 7.00	n/a
GF 7 Grain	\$ 7.00	n/a
baguette	\$ 6.00	n/a
Onion Rye	\$ 6.00	n/a
Pulla	\$ 6.00	n/a
Coffee Cakes	\$ 10.00	n/a

Savouries	Salads	Sides	Soups	Sand/wrap	Bowls	Bowls
Quiche Lorraine Slice (Bacon and Cheese) {Vegan and Trad}	Harvest (blu cheeze, apple, cranberry, hemp hearts){Vegan and Trad}	Garlic Herb Gournay style cheeze dip topped with roasted red pepper sauce and roasted pine nuts (8 oz deli container + Keto Crackers){Vegan and Trad}	Zuppa tuscana soup (classically creamy and peppery with sausage and kale)	Breakfast Wrap (tofu/egg scramble, hashbrowns, veg, sausage, sauce) {Vegan and Trad}	Orange chickun bowls with seasoned rice (orange glazed soycurls with steamed jasmine rice seasoned with rice vinegar. topped with furikakke and served ith lime wedge)	Green Goddess Bowl loaded up with steamed and fresh seasonal veggies and a vegan, low-calorie Green Goddess Dressing
Quiche Veggie Slice(seasonal veggies){Vegan and Trad}	Taco (soyrizo, cheeze, roasted corn, seasoned black beans, onion, fresh salsa, lime cilantro dressing, avacado){Vegan and Trad}	Fruit +Dip	Grandpa's Garden Soup (hearty veggie broth based soup with noodles and tons of seasonal veg)	Lunch Wrap (Tofu/Beans/chicken, SD Tomato Hummus, Lettuce, Tomato, Pickled Onion, Sauce,french fries) {Vegan and Trad}	Roasted Sunchoke and Barley Bowl with mushrooms, parsnips and kale, drizzled with a Zaatar Tahini Sauce	Vegan Fajita Bowls with roasted portobello mushrooms and peppers served over Cilantro Lime Cauliflower Rice – Moroccan Mujadara Bowl – a comforting, healthy vegetarian meal of lentils and rice, with fragrant Moroccan spices, served with caramelized shallots, fresh veggies, (or roasted veggies) pine nuts and optional yogurt
	House (Baby Greens, Pear, Candied Pecans, {Vegan and Trad} Stilton Cheese, Dried Cranberry and Applewood-Smoked Bacon, Tossed with Citrus Dressing)	Veggie +dip	Creamy African peanut soup	Pizza puffs/sausage rolls (sausage mix with cheeze and seasoning into puff pastry and baked. Served with fresh marinara or brit sauce){Vegan and Trad}	Vegan Bahn Mi Noodle Bowl with Sriracha Tofu, rice noodles , pickled carrots and radishes, crunchy cucumber and cabbage and spicy, vegan Bahn Mi dressing!	
	Cobb (Romaine lettuce, smoked ham, roasted turkey breast, tomato, avocado, blue cheese, hard-boiled egg, smoked bacon and garlic croutons with peppercorn ranch dressing){Vegan and Trad}	loaded succatache potato salad(roasted sweet potato, corn, onion, garlic, lime bean, cream cheese) {Vegan and Trad}	classic chicken noodle "ABC" soup	Chic. salad on croissant or roll (chicpea/chicken with mayo, dijon, dried cranberries, green onions, and slivered almonds){Vegan and Trad}	Smokey Cauliflower Chimichurri Bowls! These filling vegan buddha bowls are full of flavor and loaded up with healthy veggies. Served over seasoned black beans (and optional rice) with Mexican Slaw , radishes, avocado , cilantro and pickled onions .	B&B Breakfast Grain Bowl GF and Keto (Buckwheat and purple barley topped with roasted sweet potato, fresh figs, toasted sunflower seeds, fresh seasonal fruit, real grade A maple syrup, hemp seeds, and sweet n sour pickled grated carrot)

Apps	Breakfast(all day)	Lunch	kids	soups	salads
Hummus (white bean hummus topped with sun dried tomato olive oil and everything seasoning. Served with Keto crackers)	Breakfast Puppy Bites (Mini pancake dipped sausage bites served with Leeroy's Ketchup and Real maple syrup)	Plant based burger ROTATING	Plant Based Muncher (Fresh Hummus/Veggie stick snacker with a little seasonal fruit) (served juice or plant based milk/choco milk of choice)	Zuppa tuscana soup (classically creamy and peppery with sausage and kale)	Harvest (blu cheeze, apple, cranberry, hemp hearts){Vegan and Trad}
Fresh Veggies	Monte Corinna (A Vegan take on a classic Monte Cristo! Our very own Corinna's favorite! This tripple decker sammy is layered up with smoked gouda and our own plant based turkey in between freshly made french toast from DBC and fried up crispy toasty. Served with our Blackberry chipotle sauce and seasonal fruit salad or toast with fresh jam.	Chic/chicken salad sliders (With Celery, Onions, Lettuce and Tomato Jam on Two Petite Croissants. Served with Kettle Chips)	Small but mighty sliders (Mini burger sliders with cheeze, and ketchup) served with fruit salad or side salad and juice or plant based milk/choco milk of choice)	Grandpa's Garden Soup (hearty veggie broth based soup with noodles and tons of seasonal veg)	Taco (soyrizo, cheeze, roasted corn, seasoned black beans, onion, fresh salsa, lime cilantro dressing, avacado){Vegan and Trad}
Fresh Fruit	Breakfast sammy (Plant based sausage egg and cheeze on a toasted english muffin topped with blackberry chipotle sauce. Served with seasonal fruit salad or toast with fresh jam	Orange chickun bowls with seasoned rice (orange glazed soycurils with steamed jasmine rice seasoned with rice vinegar. topped with furikakke and served ith lime wedge)	Moon Man Mini Pizza (Toasted GF tortilla with marinara flavored hummus, cheeze, and plant based pepperoni in a smiley face)	Creamy African peanut soup	House (Baby Greens, Pear, Candied Pecans, {Vegan and Trad} Stilton Cheese, Dried Cranberry and Applewood-Smoked Bacon, Tossed with Citrus Dressing)
Charcut	Johnny Cake breakfast (3 fresh Corn johnny cakes with green chillis, sweet cream compound butter, and real maple syrup and Molasses. Fresh seasonal fruit salad, and 4 GF breakfast sausage links.	Roasted Sunchoke and Barley Bowl with mushrooms, parsnips and kale, drizzled with a Zaatar Tahini Sauce	Dinonugz (GF breaded and fried Dino shaped plant based nuggets with BBQ or Ranch and fruit salad or side salad)	classic chicken noodle "ABC" soup	Cobb (Romaine lettuce, smoked ham, roasted turkey breast, tomato, avacado, blue cheese, hard-boiled egg, smoked bacon and garlic croutons with peppercorn ranch dressing){Vegan and Trad}
Apps	Breakfast(all day)	Lunch	kids	soups	salads
Creamy Artichode dip	French toast	Vegan Bahn Mi Noodle Bowl with Sriracha Tofu, rice noodles , pickled carrots and radishes, crunchy cucumber and cabbage and spicy, vegan Bahn Mi dressing!	Tasty Tacos (GF tortilla with plant based bead, taco seasoning, cheese. Cream and veggies on the side)		
Stuffed Muchrooms	Quiche Slice (Choice of Quiche Lorraine ((Bacun and cheeze)), or Loaded ((GF Veeef, carmalized onions, spinach, hashbrowns, bell pepper, and cheeze) both on GF pastry crust. Served with seasonal fruit salad or Toast with homemade jam	Smokey Cauliflower Chimichurri Bowls! These filling vegan buddha bowls are full of flavor and loaded up with healthy veggies. Served over seasoned black beans (and optional rice) with Mexican Slaw , radishes, avocado , cilantro and pickled onions .	Grilled Cheese		
Biscouts N Gravy	N'Ham and Cheeze on a Crossaint (Hot Vegan ham and cheeze on a toasted DBC crossaint topped with pickled onions and a sauce of some sort TBD) Side of fruit salad or toast with fresh jam	Green Goddess Bowl loaded up with steamed and fresh seasonal veggies and a vegan, low-calorie Green Goddess Dressing	Loaded Mac & cheese (with hidden veggies)		
Bagles, Carrots N Lox/Salmon N Lox		Vegan Fajita Bowls with roasted portobello mushrooms and peppers served over Cilantro Lime Cauliflower Rice – Moroccan Mujadara Bowl – a comforting, healthy vegetarian meal of lentils and rice, with fragrant Moroccan spices, served with caramelized shallots, fresh veggies, (or roasted veqgies) pine nuts and optional yogurt B&B Breakfast Grain Bowl GF and Keto (Buckwheat and purple barley topped with roasted sweet potato, fresh figs, toasted sunflower seeds, fresh seasonal fruit, real grade A maple syrup, hemp seeds, and sweet n sour pickled grated carrot)			

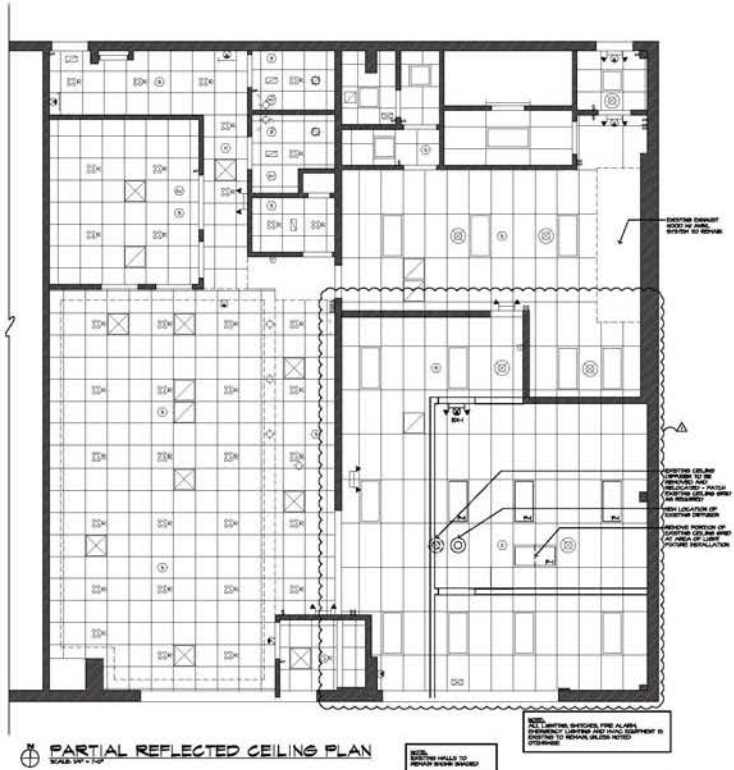
SYMBOLS LIST

- ◻ EMERGENCY LIGHT - BARELY LIT MODEL, CUT WIRE
- ⊙ EXIT
- ⊕ SMOKE-SIGNAL SWITCH PLATE, T-THERMAL, P-PLUG
- ⊖ AUDIOPHONIC ALARM
- ⊗ MANUAL ALARM PULL STATION
- ⊙ REVERSED LIGHT FIXTURE
- ⊗ SUPPLY AIR DIFFUSER
- ⊕ RETURN AIR DIFFUSER/EXHAUST FAN OUTLET
- ⊖ THERMOSTAT
- ⊕ RETURN TO REPAIR

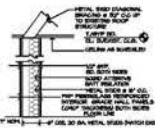
LIGHT FIXTURE SCHEDULE				
TYPE	MODEL	MODEL NUMBER	LAMP(S)	DESCRIPTION
PL	LR	BLACK LED 20 W/42	20W LED	20W RECESSED RECURVED FIXTURE LINED FOR COOLER
BL1	LITONIA	BLA T 1 0 LOW	NEW INT	10W, RECURVED REVERSED FIXTURE WITH LOW VOLTAGE
BL2	LITONIA	BLA T 1 0 HIGH	NEW INT	10W, RECURVED REVERSED FIXTURE WITH HIGH VOLTAGE
BL3	REVERSED	BLA T 1 0 REVERSED	NEW INT	10W, REVERSED REVERSED FIXTURE WITH HIGH VOLTAGE AND REVERSED LIGHT SOURCE
BL4	REVERSED	BLA T 1 0 REVERSED	NEW INT	10W, REVERSED REVERSED FIXTURE WITH HIGH VOLTAGE AND REVERSED LIGHT SOURCE AND REVERSED LIGHT SOURCE

PANEL SCHEDULE - P-1		TAB	
LOAD	NOTES	P-1	P-1
120/208		3 PH	4 W
		MAIN	200A M/B

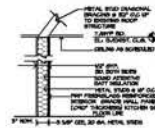
- NOTES:**
1. POWER PANEL INCLUDES ALL
 2. POWER RELAYS TO BE INSTALLED
 3. POWER CIRCUIT BREAKERS
 4. POWER CIRCUIT BREAKERS
 5. WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES



PARTIAL REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

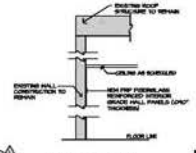


WALL TYPE #1
2x4" = 1'-0"



WALL TYPE #2
2x4" = 1'-0"

WALL TYPE #3 (NOT USED)
2x4" = 1'-0"



WALL TYPE #4
2x4" = 1'-0"



REQUEST FOR BOARD ACTION

MEETING DATE: July 27, 2021

DEPARTMENT: Administration

SUBJECT: Ordinance Amending Chapter 31, Raffles, of the Municipal Code

EXECUTIVE SUMMARY

Attached please find an Ordinance amending Chapter 31, Section 31.02, Raffles, of the Municipal Code. With the changes, the Administrator or designee would have the authority to approve raffle licenses without requiring Village Board approval. The change to the process brings the Village in line with the practice of many neighboring communities and allows the Administration Department to expedite the raffle application process.

In addition, the Ordinance amends the restriction of the license to allow the raffle manager to be a resident of the State of Illinois instead of the Village. The residency requirement has been a frequent challenge for many regional organizations to fulfill and are often forced to use a Village resident who is otherwise unconnected to the organization or involved in the raffle. Loosening the restriction will help to ensure that the raffle manager will truly be the individual responsible for making sure the raffle is properly managed in accordance with the State and local regulations.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance amending Chapter 31, Section 31.02, Raffles, of the Lake in the Hills Municipal Code.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021-_____

**An Ordinance Amending Chapter 31, Section 31.02, Raffles,
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

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 Section 31.02B, Applications, of the Lake in the Hills Municipal Code shall be amended to read as follows:

31.02 RAFFLES

B. APPLICATIONS: Applications for such licenses shall be made to the Village Administrator or designee, ~~President and Board of Trustees~~, signed by the applicant's presiding officer and/or secretary or his or her duly authorized representatives and verified by oath or affidavit, and shall contain the following information and statements:

1. Names, ages and addresses of the organization's presiding officer, secretary, raffle manager or any other individuals directly involved in the administration of the raffle, the date of formation of any organization, and the objects for which the organization was formed.
2. The license shall contain information including the aggregate retail sale value of all prizes or merchandise awarded by the licensee in a single raffle, the maximum retail value of each prize awarded by the licensee in a single raffle, the maximum price which may be charged for each raffle chance issued or sold by the licensee and the number of days during which the chances are to be sold. The aggregate retail value of the prizes, the retail value of each prize, the price which may be charged

for each raffle chance and the number of days during which said chances may be sold is subject to the approval of the Village Administrator or designee~~Board~~.

3. The location and description of the premises or place of business upon which the raffle will be held.
4. The area or areas within the Village in which raffle chances will be sold or issued, the time period during which raffle chances will be sold or issued, the date and time of determining the winning chances and the method by which the winning chance will be determined.
5. A statement attesting to the not-for-profit character of the respective licensee organization signed by the presiding officer and secretary of that organization.
6. A statement that the applicant's presiding officer, secretary, raffle manager or any other individuals directly involved in the administration of the raffle have never been convicted of a felony and are not disqualified to receive a license by reason of any matter or thing contained in this Section 31.02, other ordinances of this Village, laws of the State of Illinois or of the United States of America.
7. Whether a previous license by any state or subdivision thereof or by the federal government has been revoked and the reasons therefore.
8. A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States or any ordinances of the Village in the conduct of the raffle.
9. A statement that the applicant will not allow gambling devices or gambling on the premises where the drawing will be held.

SECTION 2: That Section 31.02D, Restrictions of Licenses, of the Lake in the Hills Municipal Code shall be amended to read as follows:

D. RESTRICTIONS OF LICENSES: No such license shall be issued to:

1. A raffle manager who is not a resident of the State of Illinois~~Village~~;
2. A raffle manager who is not a citizen of the United States;
3. A raffle manager who has been convicted of a felony under any federal or state law;
4. A raffle manager who has been convicted of pandering or other crimes or misdemeanor opposed to decency and morality;
5. An organization whose license issued under this Section 31.02 has been revoked for cause;
6. Any law enforcing public official, any Village official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board and no such official shall be interested in any way.
7. An organization or raffle manager who has been convicted of a gambling offense as proscribed by either local, state or federal law.
8. An organization or raffle manager to whom a federal gambling device stamp or a federal wagering stamp has been issued by the federal government for the current tax period.
9. Any premises for which a federal gambling device stamp or a federal wagering stamp has been issued by the federal government for the current tax period.

SECTION 3: That Section 31.02F, Limitations on Licenses, of the Lake in the Hills Municipal Code shall be amended to read as follows:

F. LIMITATIONS ON LICENSES:

1. A license authorizes the licensee to conduct raffles as defined in this ordinance. Each such license is valid for one raffle.
2. The Village Administrator or designee~~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.

- 3. Any license issued by the Village may be revoked if it is determined that the licensee has violated any provision of this ordinance.

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 provisionally repealed to the extent of such conflict.

SECTION 6: 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 29 day of July 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 29TH DAY OF JULY, 2021

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____



REQUEST FOR BOARD ACTION

MEETING DATE: July 27, 2021

DEPARTMENT: Administration

SUBJECT: Recodification of Municipal Code Chapter 10, Lakes and Beaches, and Amendment of Appendix B, Comprehensive Fine and Fee Schedule, Section 3, Fees, Non-Offense

EXECUTIVE SUMMARY

In response to concerns of Village residents earlier this month and request of some members of the Village Board, Chapter 10 of the Municipal was reviewed and recodified. The attached ordinance details the changes to Chapter 10 and amendments to the fee schedule in Appendix B. Modifications to the existing language still left a need for further clarification. To make the chapter easier to understand, it was rewritten with some needed changes.

Changes include

- Reorganization to address specific uses (like swimming) in a single paragraph
- Modifying the Use Regulated subparagraph to give Village staff authority to make on the spot adjustments to use as necessary to manage comfort, safety, and convenience to users
- Make the beaches a residents and guests only facility, eliminating the restriction on the number of guests
- Eliminating the Lake Use Permit for swimming
- Converting the Lake Use Permit for fishing to a Fishing Permit
- Eliminating the need for a Lake Use (Fishing) Permit for fishing from a permitted boat
- Replacing fines and fees with language to reference the Comprehensive Fine and Fee Schedule
- Changing the non-resident annual Fishing Permit to per person rather than per household. Resident Annual Fishing Permits are still per household
- Eliminating the restriction from playing with a ball or disc on the beach or in the water
- Modifying the fee titles to add clarity to what each fee represents

FINANCIAL IMPACT

The changes to what fees apply will result in a minor reduction to revenues. The budget for 2021 is \$9,000 and \$7,800 have already been collected this year.

ATTACHMENTS

1. Ordinance
2. Existing Chapter 10

RECOMMENDED MOTION

Approve an ordinance recodifying Municipal Code Chapter 10, Lakes and Beaches, and amending Appendix B, Comprehensive Fine and Fee Schedule, Section 3 Fees, Non-Offense.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021-_____

**An Ordinance Recodifying Chapter 10, Lakes & Beaches, and
Amending Appendix B, Comprehensive Fine and Fee Schedule,
Section 3 Fees, Non-Offense,
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

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 Chapter 10, Lakes & Beaches, of the Lake in the Hills Municipal Code shall be removed in its entirety and shall be replaced with the following:

**CHAPTER 10
LAKES & BEACHES**

- 10.01 Applicability
- 10.02 General Regulations
- 10.03 Beaches and Swimming
- 10.04 Fishing
- 10.05 Boats
- 10.06 Floating Platforms
- 10.07 Penalties

10.01 APPLICABILITY

This Chapter applies to Woods Creek Lake, Goose Lake, Willow Lake, Lake Scott, Larsen Pond, Turtle Pond and Fen Lake at Barbara Key Park.

10.02 GENERAL REGULATIONS

A. USE REGULATED: No person shall use any beach or lake area in the Village for other than the designated purposes or in any manner which interferes with or inhibits the use of the facility by the general public. Village staff shall have authority to regulate the activities in such beach areas and the lake when necessary to prevent congestion and to secure the maximum use for the comfort, safety, and convenience of all persons. All users of

the beach and lake areas shall comply with any directions given to achieve this end.

B. LITTERING PROHIBITED: It shall be unlawful for any person to deposit, place, or locate garbage or other refuse in anything other than refuse containers placed by the Village.

C. ALCOHOLIC BEVERAGES PROHIBITED; EXCEPTION: It shall be unlawful for any person to consume or possess any alcoholic beverage on any beach or lake property; provided, however, that the Village President may issue a one-day permit as provided for in Section 33.07C of this Code. Such function must be regulated so as not to interfere with or inhibit the use of the facility by the general public.

D. EARTHEN DAM, SPILLWAY: Trespassing is prohibited on any earthen dam and spillway properties at all times (except the Barbara Key Park earthen dam).

10.03 BEACHES AND SWIMMING

A. AREAS AND TIMES:

1. Swimming is prohibited from all public areas other than Indian Trail Beach and Butch Hagele Beach. Swimming is restricted to the areas designated by buoys. Village sponsored events are exempt from this provision.
2. Access to the beaches is restricted to Village residents and their invited guests accompanied by a member of the resident's household. Swimming from said beaches is during dates and times as approved by the Village Board.
3. Lakefront property owners may swim from their property at their own risk.

B. CHILDREN: Persons less than 16 years of age must be accompanied by a responsible person 16 years of age or older when entering or using any beach area.

C. PETS PROHIBITED: All pets of every kind are prohibited at all beaches at all times.

D. FISHING PROHIBITED: Fishing is prohibited from the beach areas at all times.

10.04 FISHING

A. FISHING PERMIT:

1. Every person fishing from the shore or boat, on any lake property, including without limitation the lakes, easements, or rights of way adjoining the lake, within the Village shall have a current Annual Fishing Permit or Daily Fishing Permit.
2. Persons fishing from a boat with a current Boat Use Permit or Daily Boat Use Permit do not require a Fishing Permit.

B. FEES:

1. Fishing Permit fees shall be as approved by the Village Board of Trustees and listed in the Comprehensive Fine and Fee Schedule in this Municipal Code.
2. The Annual Fishing Permit fee shall be due and payable on or after May 1st of each year. Issued permits shall expire on the 30th day of April following the date of issue.
3. The Daily Fishing Permit shall expire at 11:59 p.m. on the day issued.
4. Children under the age of 5 years do not require a Fishing Permit while in the company of a holder of a current Fishing Permit.

D. LOST FISHING PERMIT: Replacement Fishing Permits may be obtained at the Village Hall by filing a lost tag affidavit and paying of a replacement fee.

E. ICE FISHING RESTRICTIONS:

1. The burning of charcoal, wood, or white gas on any lake within the Village shall be prohibited. Only devices fueled with propane shall be used for warming or cooking purposes on any lake.
2. Power augers shall only be used on the lake in accordance with Subsection 43.9-A-7 of this Code.
3. Ice fishing shelters shall be permitted on the lake pursuant to the following regulations:
 - i. Ice fishing shelters shall be commercially manufactured of lightweight materials, excluding

wood. Ice fishing shelters shall be portable and classified as being capable of housing not more than three persons.

- ii. Shelters shall not be left unattended upon the lake or adjacent public properties at any time except when a shelter is left on the lake overnight between Friday and Sunday, and only as long as the owner has a valid Fishing Permit and the owner's name and address is visibly affixed on the outside of the shelter.
- iii. No person shall commence ice fishing on a section of any lake that has been, or is in the process of being, cleared and/or set up for ice skating purposes.
- iv. If an ice fishing shelter is placed upon any lake in violation of any provision of this Section 10.04 and said shelter is unattended, said shelter will be deemed a public nuisance. Said shelter shall be removed from the lake and held by the Police Department, or its designated agent, until after payment of any applicable fees and penalties and until the shelter can be returned to its owner.

F. REVOCATION: Fishing Permits are non-transferable and may be revoked when used by someone living outside of the family. No portion of the fee will be refunded when a Fishing Permit is revoked.

10.05 BOATS

A. BOAT USE PERMIT:

1. It shall be unlawful for any resident to operate a boat on any lake within the Village without first obtaining a Boat Use Permit. Two current Boat Use stickers are provided by the Village and must be affixed to the front of each boat, one sticker on the port side and one sticker on the starboard side.
2. It shall be unlawful for any non-resident to operate a boat on any lake within the Village without first paying the daily Boat Use fee. Fees are collected at the Village Hall during regular business hours and the Police Department during non-business hours.
3. All Not for Profit organizations that regularly use the lake for boating shall obtain Boat Use Permits but shall be exempt from the fee requirements.

4. No person shall operate any boat on any Village lake without first agreeing to waive and release the Village from all liability related thereto by signing a release form provided by the Village.

B. FEES:

1. Boat Use Permit fees shall be as approved by the Village Board of Trustees and listed in the Comprehensive Fine and Fee Schedule in this Municipal Code.
2. The Annual Boat Use Permit fee shall be due and payable on or after May 1st of each year. Issued permits shall expire on the 30th day of April following the date of issue.
3. The Daily Boat Use Permit shall expire at 11:59 p.m. on the day issued.

C. MOTORS PROHIBITED: Except as provided in Subsection D of this Section, it shall be unlawful for any person to operate a motorized boat or vehicle on any lake in the Village; provided, however, that this Subsection shall not prohibit a motorized boat or watercraft propelled by an electric motor.

D. EMERGENCY BOATS: The Police Department may operate, or authorize others to operate, any motorized boat for police patrol and emergency services on the lake.

E. STORAGE ON VILLAGE PROPERTY:

1. No boat shall be stored on Village property except only if proper authorization has been granted and an annual storage fee has been paid by the registered owner of the boat. Storage fees shall be as approved by the Village Board of Trustees and listed in the Comprehensive Fine and Fee Schedule in this Municipal Code.
2. Failure to display current stickers will deem a boat a public nuisance. Said boat shall be removed from the lake and held by the Police Department, or its designated agent, until after payment of any applicable fees and penalties and until the boat can be returned to its owner.

10.06 FLOATING PLATFORMS

It shall be unlawful for any person to place or maintain a floating-type platform on any lake within the Village without first securing written permission from the Community Development

Department. The Community Development Department shall grant a permit for said platform only if the person seeking said permit can show that the platform will be secured and anchored in a reasonably sound engineering manner.

10.07 PENALTIES

Any person who violates this Chapter 10 shall be fined as approved by the Village Board of Trustees and listed in the Comprehensive Fine and Fee Schedule in this Municipal Code. Each violation of this Chapter 10 is hereby declared to be a public nuisance to be abated in the manner provided by law.

SECTION 2: That Appendix B, Comprehensive Fine and Fee Schedule, Section 3, Fees, Non-Offense, in regards to Section 10, of the Lake in the Hills Municipal Code shall be amended as follows:

APPENDIX B

Comprehensive Fine and Fee Schedule

Section 3: Fees, Non-Offense.

Section or Chapter	Fee	Amount
Section 6.11	Moving Structure Permit, Refundable if No Damage	5,000.00
Section 10.041.B	Annual Fee for Lake Use Fishing Permit, Per Household, <u>Resident</u>	40.00
Section 10.041.B	Annual Fee for Lake Use Fishing Permit, Per Household with Seniors 55+, <u>Resident</u>	30.00
Section 10.041.B	Annual Fee for Lake Use Fishing Permit, Per <u>Household</u> Person, Non-Resident	60.00
Section 10.01.B	Daily Lake Use, Resident Daily Fee, Per Person	2.00
Section 10.01.B	Daily Lake Use, Resident Daily Fee, Per Person, Non-Resident	5.00
Section 10.041.D	Lost Lake Use Fishing Permit Replacement Fee	2.00
Section 10.01.D	Lake Use Permit, Up to 6 Guests Of Lake Use Permit Holders, Per Person \geq 5 Years of Age	2.00
Section 10.05.B	<u>Annual</u> Boat Use Permit, Per Boat, <u>Resident</u>	10.00
Section 10.05.B	<u>Annual</u> Boat Use Permit, Per Boat, Seniors 55+, <u>Resident</u>	7.00
Section 10.05.B	Daily Boat Launching Use Permit, Non-Lake Use Permit and Boat Use Permit Holders <u>Non-</u>	15.00

Section or Chapter	Fee	Amount
	<u>Resident</u>	
Section 10.05.E	Boat Storage <u>o</u> en Village Property, <u>Annual Fee, Resident</u>	20.00
Section 10.05.E	Boat Storage <u>o</u> en Village Property, <u>Annual Fee, Seniors 55+, Resident</u>	15.00
Section 11.05.B	Adult Entertainment Establishment Administrative Processing Fee	200.00
Section 13.07.C	Solid Waste License for Collection	100.00
Section 18.06	Growth Management Procedures, Annexation Agreements, Service Fee Per Residential Unit: School District Village of Lake in the Hills Fire Protection District Library District	4,000.00 2,000.00 185.00 90.00
Section 23.1-4	Tentative Plat, Final Plat, Development Plan, Plat of Vacation, and Re-Subdivision Plat Application Fee Base Fee Per Application <u>plus</u> Fee Per Acre	500.00 10.00
Section 23.1-4	Sketch Plan Review Application Fee	0.00
Section 23.1-4	Platting Fee Per Acre <u>plus</u> Fee Per Dwelling Unit	1,000.00 100.00
Section 23.1-4	Annexation Application Fee	1,000.00
Section 23.1-4	Lake/Streams Maintenance Fee, Residential	0.04/net sq ft
Section 23.1-4	Lake/Streams Maintenance Fee, Non-Residential	0.05/net sq ft
Section 23.1-4	Public Building Fee - Residential Only, Per Dwelling Unit, Developments ≥ 50 Dwelling Units	750.00
Section 23.1-4	Road Maintenance Fee - Residential Only, Per Dwelling Unit, Developments ≥ 50 Dwelling Units	750.00
Section 23.1-4	Cul-De-Sac/Eyebrow Fee	6,000.00
Section 23.1-4	Letter Of Credit - Subdivision Or Dividing Any Parcel Of Land	125% the estimated cost of improvements
Section 23.1-4	Maintenance Letter Of Credit - Percentage Of Original Letter Of Credit And Performance Bond	10% of Construction Letter of Credit
Section 23.6-3.A	Fair Market Value - In Lieu Of Land Donation, Per Acre	105,000.00

Section or Chapter	Fee	Amount
Section 24.07	Municipal Property Damage Deposit	2,500.00

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 29th day of July 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 29TH DAY OF JULY, 2021

 Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
 Village Clerk, Shannon DuBeau

Published: _____

CHAPTER 10
LAKES & BEACHES

- 10.01 Lake Use Permit
- 10.02 Alcoholic Beverages Prohibited; Exception
- 10.03 Earthen Dam, Spillway
- 10.04 Swimming & Beach Areas
- 10.05 Boats
- 10.06 Ice Fishing
- 10.07 Penalties

10.01 LAKE USE PERMIT; DAILY FEE

A. PERMIT OR DAILY FEE REQUIRED: Every Village resident fishing from the shore, boat, or swimming on any lake property, including without limitation the lakes, easements, Rights of Way adjoining the lake, or beaches within the Village shall have a current Lake Use Permit or shall pay a daily fee as provided herein. Lake Use Permit may be used at Woods Creek Lake, Goose Lake, Willow Lake, Lake Scott, Larsen Pond, and Turtle Pond and Fen Lake at Barbara Key Park. Every non-resident using any such lake property shall pay a daily fee or have a current Lake Use Permit as provided herein.

B. PERMIT AND DAILY USE FEES: The annual fee for a Lake Use Permit shall be \$40.00 per household, \$30.00 for households with seniors 55 years and older, and \$60 per non-resident household. The annual fee shall be due and payable on or after May 1st of each year unless combined with a Boat Use Permit renewal. Issued permits shall expire on the 30th day of April of the following year.

The daily lake use fee for lake usage shall be:

Resident daily fee:	\$2.00 per person
Non-resident daily fee:	\$5.00 per person
Children under age 5 accompanied by a paid resident or non-resident:	No Charge

The daily lake use fee shall expire at 11:59 p.m. on the day issued. Boat operators shall pay an additional fee as provided in Section 10.05 of this chapter.

C. LOST LAKE USE PERMIT: Replacement Lake Use Permits may be obtained at the Village Hall by filing a lost tag affidavit and paying of a replacement fee of \$2.00 per tag.

D. GUESTS OF LAKE USE PERMIT HOLDERS: Up to six guests may accompany a Lake Use Permit Holder on lake property upon presentation of a current Lake Use Permit by the Lake Use Permit Holder and payment of a \$2.00 fee per person for guests age 5 or older.

E. REVOCATION: Annual Lake Use Permits are non-transferable and may be revoked when used by someone living outside of the family. No portion of the fee will be refunded when a Lake Use Permit is revoked.

10.02 ALCOHOLIC BEVERAGES PROHIBITED; EXCEPTION

It shall be unlawful for any person to consume or possess any alcoholic beverage on any beach or lake property; provided, however, that the Village President may issue a one-day permit as provided for in Section 33.07C of this Code. Such function must be regulated so as not to interfere with or inhibit the use of the facility by the general public.

10.03 EARTHEN DAM, SPILLWAY

Access to Woods Creek Lake property is prohibited from the earthen dam and spillway. Trespassing is prohibited on earthen dam and spillway properties (except the Barbara Key Park earthen dam).

10.04 SWIMMING AND BEACH AREAS

A. AREAS AND TIMES: Swimming is prohibited from all public areas other than Indian Trail Beach and Butch Hagele Beach. Swimming is permitted by persons designated in Subsection B of this Section herein from said beaches during dates and times as approved by the Village Board.

B. PERSONS ALLOWED TO USE BEACHES; ACCESS: Any person who presents a Lake Use Permit or pays the daily fee provided for in Section 10.01 may enter and use the beaches. Access to any beach shall be by the front gate or via boat in which case Lake Use Permit must be presented at the front gate.

C. CHILDREN: Persons less than 16 years of age must be accompanied by a responsible person 16 years of age or older when entering or using any beach area.

D. SWIMMING: In accordance with Chapter 10.01A of the Lake in the Hills Municipal Code, all swimmers must obtain a Lake Use Permit. There are two designated public beaches in the Village, Indian Trail and Butch Hagele. Swimming is allowed at each of these

public beaches, but is restricted to the areas designated by buoys. Village sponsored events are exempt from this provision. Lakefront property owners may swim from their property at their own risk.

E. PETS PROHIBITED: All pets of every kind are prohibited at all lakes, beaches, and island areas at all times.

F. FISHING PROHIBITED: Fishing is prohibited from the beach areas at all times.

G. LITTERING PROHIBITED: It shall be unlawful for any person to deposit, place, or locate garbage or other refuse in anything other than refuse containers placed by the Village on beach areas.

H. WATER GAMES PROHIBITED: It shall be unlawful for any person to engage in any game of catch by using a ball, frisbee, or similar item while in the water or at the discretion of beach personnel.

I. FLOTATION DEVICES: All flotation devices used on beach areas must be approved by beach personnel. The Village reserves the right to disapprove the use of any flotation device.

J. USE OF BEACH AREAS REGULATED: No person shall use any beach or lake area in the Village for other than the designated purposes. Beach personnel shall have authority to regulate the activities in such beach areas and the lake when necessary to prevent congestion and to secure the maximum use for the comfort, safety, and convenience of all persons. All users of the beach and lake areas shall comply with any directions given to achieve this end.

10.05 BOATS

A. MOTORS PROHIBITED: Except as provided in Subsection B of this Section, it shall be unlawful for any person to operate a motorized boat or vehicle on any lake in the Village; provided, however, that this Subsection shall not prohibit a motorized boat or watercraft propelled by an electric motor.

B. EMERGENCY BOATS: The Police Department may operate any motorized boat for police patrol and emergency services on the lake.

C. BOAT USE PERMIT REQUIRED: Except as provided herein, it shall be unlawful for any resident to operate a boat on any lake within the Village without first obtaining a Lake Use Permit as

provided in Section 10.01 of this Chapter and paying a \$10.00 boat use fee. The Boat Use Permit fee for seniors 55 years and older is \$7.00. Two current Boat Use stickers are provided by the Village and must be affixed to the front of each boat, one sticker on the port side and one sticker on the starboard side. Early renewal for current Boat Use Permit holders will be made available prior to May 1. Lake Use Permits will be issued at the same time.

Except as provided herein, it shall be unlawful for any non-resident to operate a boat on any lake within the Village without first paying the daily Lake Use fee or displaying the Lake Use Permit provided in Section 10.01 of this Chapter and paying a \$15.00 daily boat launching fee. Fees are collected at the Village Hall during regular business hours, Indian Trail Beach during summer beach hours, and the Police Department during non-business hours.

All Not for Profit organizations that regularly use the lake for boating shall obtain Lake Use Permits and Boat Use Permits but shall be exempt from the Lake Use Permit and Boat Use Permit fee requirements of this Section.

D. WAIVER REQUIRED: No person shall operate any boat on any Village lake without first agreeing to waive and release the Village from all liability related thereto by signing a release form provided by the Village.

E. STORAGE ON VILLAGE PROPERTY: No boat shall be stored on Village property except only if proper authorization has been granted, an annual fee of \$20.00 (\$15.00 for seniors 55 years and older) has been paid by the registered owner of the boat in addition to the boat use fee provided for in Section 10.05C and proper stickers are displayed. Failure to display current stickers will deem a boat a public nuisance. Early renewal for current boat storage renters will be made available prior to May 1, in conjunction with the renewal of Boat Use Permits and Lake Use Permits, which will be issued at the same time.

F. FLOATING PLATFORMS: It shall be unlawful for any person to place or maintain a floating-type platform on any lake within the Village without first securing written permission from the Community Development Department. The Community Development Department shall grant a permit for said platform only if the person seeking said permit can show that the platform will be secured and anchored in a reasonably sound engineering manner.

10.06 ICE FISHING

Ice fishing and related activities shall be permitted on the lakes of the Village only pursuant to the following regulations:

A. LAKE USE PERMIT OR DAILY FEE REQUIRED: All persons ice fishing shall have a current Lake Use Permit or shall pay the daily fee as provided in Section 10.01 of this Chapter.

B. BURNING LIMITED: The burning of charcoal, wood, or white gas on any lake within the Village shall be prohibited. Only devices fueled with propane shall be used for warming or cooking purposes on any lake.

C. COMPLIANCE REQUIRED: All persons using a lake within the Village shall comply with all ordinances of the Village including, but not limited to, those applicable to prohibition of animals, alcoholic beverages, and littering.

D. POWER AUGERS: Power augers shall only be used on the lake in accordance with Subsection 43.9-A-7 of this Code.

E. ICE FISHING SHELTERS: Ice fishing shelters shall be permitted on the lake pursuant to the following regulations:

1. All persons placing an ice fishing shelter upon the lake may leave said shelter unattended on the lake overnight between Friday and Sunday, as long as the owner has a valid Lake Use Permit and the owner's name and address is visibly affixed on the shelter.
2. Ice fishing shelters shall be commercially manufactured of lightweight materials, excluding wood. Ice fishing shelters shall be portable and classified as being capable of housing not more than three persons.
3. Except as provided in Section 10.06E-1 herein shelters shall not be left unattended at any time; all such shelters shall have the owner's name and address visibly affixed.

F. PRIORITY FOR ICE SKATING: No person shall commence ice fishing on a section of any lake that has been, or is in the process of being, cleared and/or set up for ice skating purposes.

G. SPECIAL PENALTIES:

1. Any person, firm, or corporation violating any provision of this Section 10.06 shall be fined not less than \$50.00 nor more than \$500.00 for each violation and shall be responsible for the cost of the Village's prosecution.
2. Any person having a Daily Lake Use Permit who is cited for violating any provision of this Section 10.06, may have his or her lake use privileges revoked.
3. If an ice fishing shelter is placed upon any lake in violation of any provision of this Section 10.06 and said shelter is unattended, said shelter shall be removed from the lake and held by the Police Department, or its designated agent, until after payment of any applicable fees and penalties and until the shelter can be returned to its owner.

10.07 PENALTIES

Any person who violates this Chapter 10 shall be fined not less than \$50.00 nor more than \$500.00 for each offense. Each violation of this Chapter 10 is hereby declared to be a public nuisance to be abated in the manner provided by law.

Recodified 03-22-01

Amended 04-11-02

Amended 12-11-03

Amended 06-09-05

Amended 04-13-06

Amended 09-14-06

Amended 02-25-10

Amended 01-12-12

Amended 04-12-12

Amended 06-26-14



INFORMATIONAL MEMORANDUM

MEETING DATE: July 27, 2021
DEPARTMENT: Public Works
SUBJECT: Water Plant Well Motor Failures

EXECUTIVE SUMMARY

Recent failure of the motor at Well 16 prompted a request by Trustee Harlfinger for a report on the cause of that and other recent failures at Village well sites. The following will outline motor failures going back to 2007 (the earliest incident on recent record), the number of years each motor had been in service before failure, and a brief description of the cause for the failure.

Regarding the recent failure, the on-call staff member for the Water Department received an alarm on July 10 indicating a problem with the pump at Well 16 located at 9300 Haligus Road. Upon arriving he noticed the motor was repeatedly tripping the circuit breaker preventing the motor from running. As resetting the breaker did not fix the problem he shut down the well for the weekend. Staff requested a service call from Newcastle Electric on Monday, July 12 to determine the cause. Electrical testing revealed that the motor had failed resulting in the need for removal.

Well 16 is a shallow well that, until the time of failure used a Byron Jackson motor. The motor had been in service fourteen years and was due for replacement in 2022 according to the attached Well Pumps and Motors Asset Management Plan. Consistent with that Plan, staff monitor each well for performance and efficiency based on manufacturer's recommendations. Prior to failure, testing did not indicate a decline in performance. Of note is the dry spell experienced in June this year. Last month, total gallons pumped across the system was up by 14.5 million gallons with Well 16 seeing an increase of 2.14 million or 71,366 gallons per day over the same period last year, a 13% increase. Staff made many small repairs to the water system during that period as increased demand put manageable and expected strain on the entire system.

While the industry expectation is that the Village should experience a thirty-year lifespan for a motor, actual conditions may shorten that. Data represented here shows the Village has been experiencing a life expectancy of fourteen to twenty-one years given available information. Additionally, other factors related to the well requiring removal of the motor also have an impact of service life as renovation of the well and pump make sense given the cost to remove the equipment from the well pipe.

The following page provides a table recapping this and prior failures.

Well	Original Install	Shallow/Deep	Year of Failure/Removal	Reason	Years in Service
6	Unsure	Shallow	2013	Spun shaft - mechanical failure	?
9	early '90s	Shallow	2007	Motor failed - electrical	>10
			2009	Removed for preventative maintenance since will was down for installation of Well 17	2
10	early '90s	Shallow	2017	Motor failed - electrical	>15
12	1997/1998	Shallow	2017	Motor failed - electrical	20
16	2006	Shallow	2021	Motor failed - electrical	15
17	2009	Shallow	still running		N/A
11	1995	Deep	2006	Mechanical failure - detaching from pump	11
			2011	Hole in column pipe - not motor related	5
14	2000	Deep	2007/2008	Pump failure	7
			2015	Catastrophic failure, had been installed despite staff advice not to due to electrical issue	7
			six weeks after 2015 install	Motor failed - electrical	<1
15	early 2000	Deep	2014	Motor failed - electrical	>15
			less than nine months later	Blew thrust bearing	<1
			12-13 months later	Blew thrust bearing - modified air relief valve to allow pipe to drain	1

FINANCIAL IMPACT

None.

ATTACHMENTS

- Well Pumps and Motor, Public Works Asset Management Plan

SUGGESTED DIRECTION

None.



Well Pumps and Motors

Public Works Asset Management Plan

March 15, 2017

Introduction

The well pumps and motors that provide the community's water supply are valuable assets to the Village and their reliability is critical to providing safe drinking water. The Village currently owns nine well pumps. Three of the well pumps are deep wells, and six are shallow wells. The three deep wells are the most productive, and consequently the most critical part of the water system. The failure of one of these wells can be five times more costly than the shallow wells. Proper maintenance and reliability of well pumps and motors is crucial to the Village's water system. An inventory of the Village's well pumps and motors, including their location, installation year, and estimated replacement year are shown in Attachment 1.

Asset Conditions

All well pumps and motors have a current functionality of 80% of the specified pumping capacity or higher, determined through daily well checks completed by water division staff. Current conditions are tracked in Waterly, a program containing the Village's daily record of EPA inspections. Efficiency is also measured through annual maintenance inspections, performed by water division personnel. When staff concludes that well pumps and motors are functioning below 80% of the specified pumping capacity, the equipment must be repaired or replaced.

Well Pumps	Capacity	Current Pumpage	Efficiency
Well 6 310 Council Trail	545 gpm	528	96.8%
Well 9 4145 Spring Lake Dr.	460 gpm	447	97.1%
Well 10 4010 Wright Dr.	485 gpm	485	100%
Well 11 9010 Haligus Road	1,150 gpm	929	80% Throttled
Well 12 5654 Mckenzie Drive	650 gpm	514	79% Throttled
Well 14 842 McPhee Drive	1,200 gpm	1010	84% Throttled
Well 15 550 Harvest Gate	1,050 gpm	1050	100%
Well 16 9300 Haligus Road	750 gpm	704	93.8%
Well 17 4145 Spring Lake Dr.	650 gpm	441	67% Throttled

Capacity: The current water system can serve up to approximately 400 new units in the Village, but would reach capacity beyond that level of growth. Beyond these estimated growth numbers, a new well, treatment plant, and tower would need to be constructed to supply adequate pumping capacity.

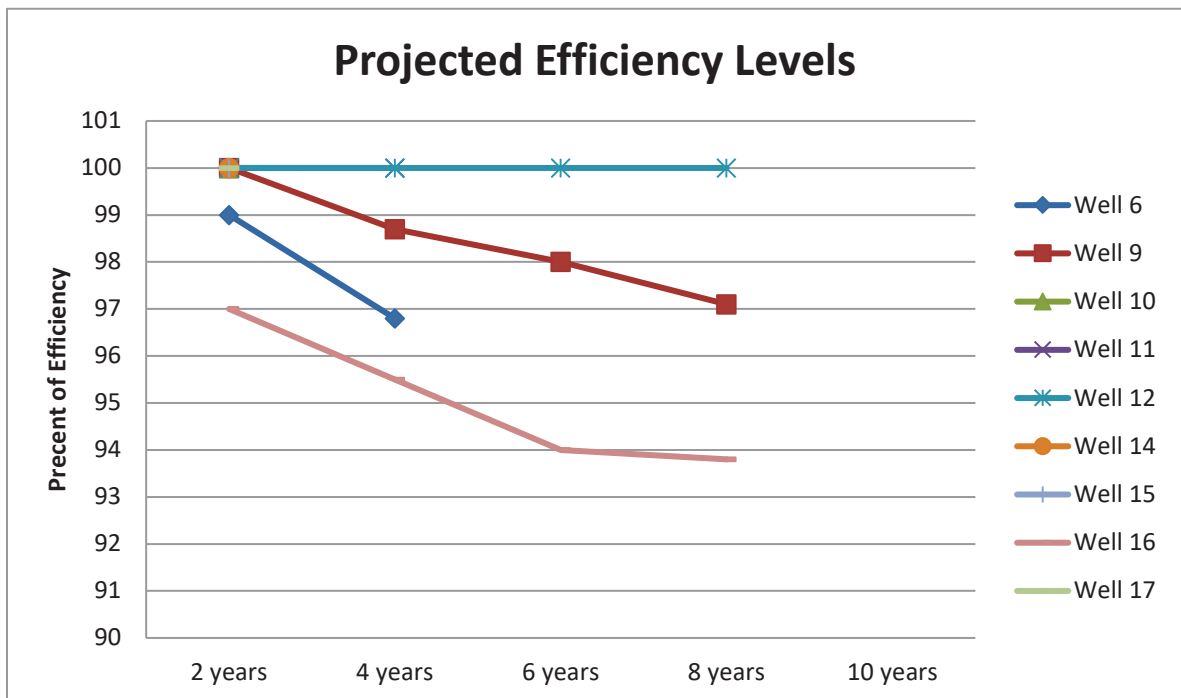
Level of Service: If the daily system demand is greater than the pumping capacity of the asset, the level of service is considered unacceptable and the asset must be replaced.

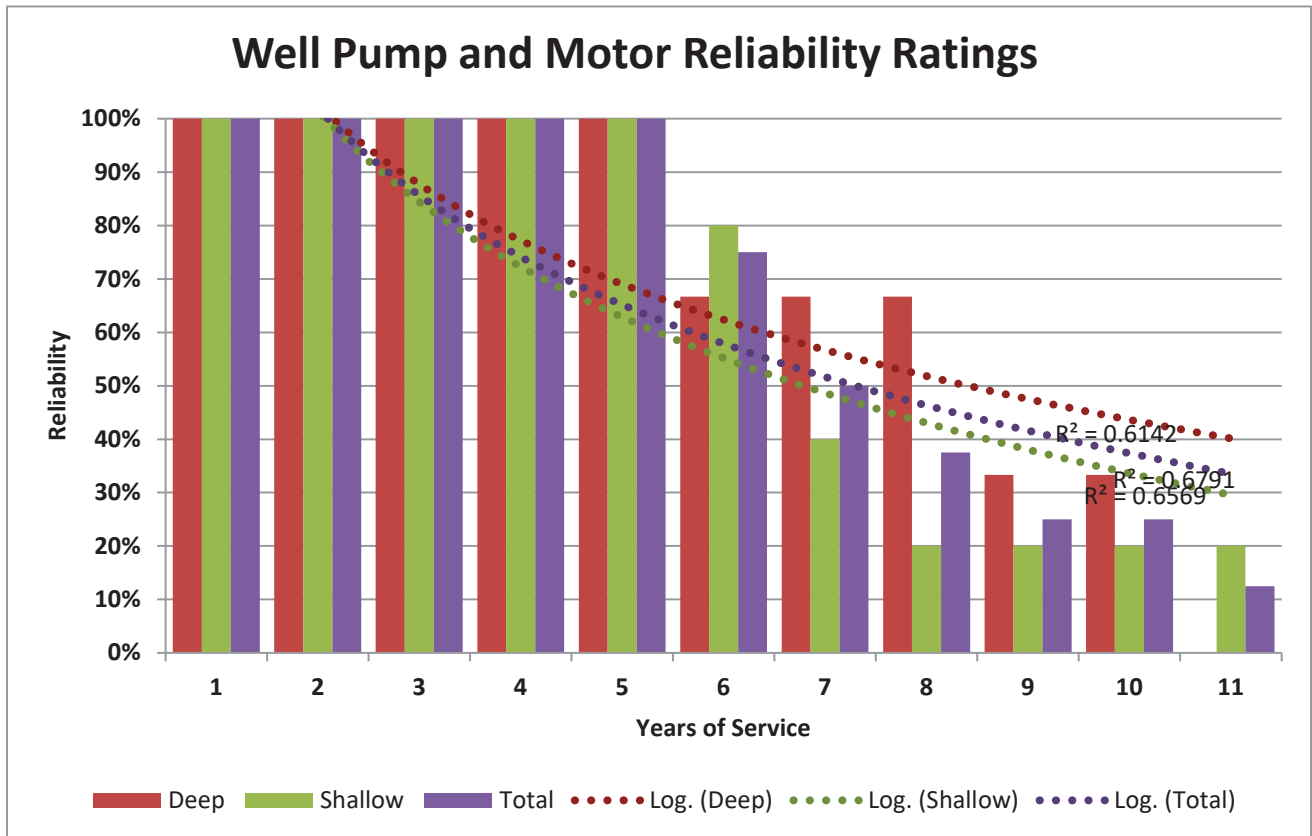
Mortality: When a well pump or motor physically fails, and the repair cost is cost prohibitive this requires a total replacement of the asset.

Efficiency: The lowest acceptable level of efficiency for well pumps and motors is 80% of the specified pumping capacity or less.

Residual Life

The average life of a deep well is 10 years between services, while a shallow well can run until the equipment is retired. The average expectancy of a well motor is 30 years and well pumps are expected to be in service for 15-20 years.





Risk Management/Criticality

The target level of service for well pumps and motors is 80% efficiency or higher. Well checks are completed by water division staff daily and efficiencies are tracked through Waterly, a program containing the Village’s daily record of EPA inspections. Annual maintenance of the well pumps and motors is completed by water division personnel annually per manufacturer’s recommendations. A work order is set up in Cartegraph’s online management system for annual maintenance on the Village’s well pumps and motors. Inspections are based on the well pump and motor manufacturer’s recommendations. The most critical parts of the Village’s water system are the three deep wells because they are the most productive. The lower producing shallow wells are less critical. Typically, it is not cost effective to repair a shallow well. Replacement and emergency repair for shallow wells are similar in cost; therefore the Village allows them to run until they are retired. Likelihood of failure is based on the projected conditions formulated through tracking in Waterly, daily checks, and annual maintenance. The failure of well pump or motors results in loss of water plant production, wear and tear on other well pumps and motors, and the cost of repair or replacement. In certain instances, well throttling is required to maintain consistent flow to the treatment plant. This would be required in a treatment plant that does not match the 100% flow capacity of the Well. Wells 11, 12, 14 and 17 are currently throttled to maintain consistent treatment capacities.

Attachment 1

Inventory of Village Well Pumps and Motors

Well Pumps	Capacity	Pump Manufacturer	Motor Manufacturer	Well Type	Installation Year	Estimated Replacement Year	Cost to Replace
Well 6 310 Council Trail	545 gpm	Grundfos	20HSP Centripro	Shallow	2013	2028	\$25,000
Well 9 4145 Spring Lake Dr.	460 gpm	Grundfos	50HSP Centripro	Shallow	2009	2024	\$25,000
Well 10 4010 Wright Dr.	485 gpm	Grundfos	50HSP Centripro	Shallow	2017	2032	\$25,000
Well 11 9010 Haligus Road	1,150 gpm	Goulds	350HSP Byron Jackson	Deep	2011	2021	\$200,000
Well 12 5654 Mckenzie Drive	650 gpm	Grundfos	20HSP Centripro	Shallow	2007	2022	\$25,000
Well 14 842 McPhee Drive	1,200 gpm	Goulds	350HSP Byron Jackson	Deep	2017	2027	\$200,000
Well 15 550 Harvest Gate	1,100 gpm	Goulds	350HSP Byron Jackson	Deep	2017	2027	\$200,000
Well 16 9300 Haligus Road	750 gpm	Bowler	100HSP Franklin	Shallow	2007	2022	\$25,000
Well 17 4145 Spring Lake Dr.	650 gpm	Grundfos	40HSP Franklin	Shallow	2009	2024	\$25,000

Village of Lake in the Hills
Public Works Department
9010 Haligus Road
Lake in the Hills, IL 60156

Public Works Asset Management Plan
Well Pumps and Motors
March 15, 2017

<u>Date</u>	<u>Summary of changes</u>
March 15, 2017	Original



REQUEST FOR BOARD ACTION

MEETING DATE: July 27, 2021

DEPARTMENT: Public Works

SUBJECT: Award a contract for Thermoplastic Road Striping

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract to Superior Road Striping of Melrose Park, IL, for the thermoplastic road striping, for an amount not to exceed \$25,000.00.

The Suburban Purchasing Cooperative (SPC) offers the opportunity for local governmental bodies to participate in joint purchasing programs. They create specifications and solicit competitive bids for a variety of contracts. The SPC awarded their Thermoplastic Lane Marking Contract #201 to Superior Road Striping for 2021. Staff recommends awarding a contract to Superior Road Striping through the SBC contract, as the pricing and contractor obtained by the SPC for this service are both favorable. This purchase is exempt from the normal bidding process by Section 9.13 of the Village Municipal Code. A detailed listing of the pricing and contract award letter are attached for your review and consideration. Thermoplastic road striping is part of a five-year striping maintenance plan to keep all roadway markings visible. Below are the estimated quantities and pricing for this year.

Item	Estimated Quantity	Unit	Unit Price	Total
4" Thermoplastic Marking Line	29,950	LF	\$0.53	\$15,873.50
6" Thermoplastic Marking Line	2,360	LF	\$0.75	\$1,770.00
12" Thermoplastic Marking Line	1,950	LF	\$1.50	\$2,925.00
24" Thermoplastic Marking Line	420	LF	\$3.75	\$1,575.00
Thermoplastic Marking Letters & Symbols	410	SF	\$3.75	\$1,537.50
Thermoplastic Marking Removal	4,396	SF	\$0.30	\$1,318.80
TOTAL				\$24,999.80

FINANCIAL IMPACT

The Village's 2021 budget included \$25,000.00 for thermoplastic road striping in the General Fund. The total expense for 2021 is not to exceed \$25,000.00.

ATTACHMENTS

1. Contract Award letter
2. Pricing Sheet

RECOMMENDED MOTION

Motion to award a contract to Superior road Striping of Melrose Park, IL, for the thermoplastic road striping for an amount not to exceed \$25,000.00.



You are in: [Home](#) / [Suburban Purchasing Cooperative](#) / [Thermoplastic Road Striping](#)

Thermoplastic Road Striping

Product Information

Contract #201

The Suburban Purchasing Cooperative (SPC) is pleased to announce the award of the 2021 Thermoplastic &/or Urethane Lane Marking Material and Labor Road Marking Program (Contract #201) to Superior Road Striping, Melrose Park, from April 12, 2021 through April 11, 2022 with three (3) possible, one-year contract extensions.

Pricing for the 2021 program is as follows:

Thermoplastic Pavement Marking Line

Item Description	Unit \$
4" Marking Line	\$0.53
6" Marking Line	\$0.75
12" Marking Line	\$1.50
24" Marking Line	\$3.75
Marking Letters & Symbols	\$3.75
Removal	\$0.30

Urethane Pavement Marking Line

Item Description	Unit \$
4" Marking Line	\$0.50
6" Marking Line	\$1.00
12" Marking Line	\$2.00
24" Marking Line	\$4.00
Marking Letters & Symbols	\$5.00

Note: All unit prices are per foot, except Letters & Symbols and Removal, which are priced per square foot.

This award is not in conjunction with the Illinois Department of Transportation, so participating communities may not utilize Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

Scheduling and Contact Information

Please contact Superior Road Striping directly with any questions and to schedule work for your municipality.



REQUEST FOR BOARD ACTION

MEETING DATE: July 27, 2021

DEPARTMENT: Public Works

SUBJECT: Inter-Governmental Grant Agreement with the Illinois Department of Transportation for the Airport Obstruction Evaluation and Airport Layout Plan Redline Phase 2 Project

EXECUTIVE SUMMARY

Staff seeks approval to enter into an Inter-Governmental Grant Agreement with the Illinois Department of Transportation for the Obstruction Evaluation and Airport Layout Plan Redline Phase 2 Project

The Participation Agreement establishes rights and obligations of the Village and the State of Illinois as they pertain to the Obstruction Evaluation and Airport Layout Plan (ALP) Redline Phase 2 project. This project is for engineering work only and encompasses the initial design work as a precursor to the actual reconstruction of the airport's runway in 2022. No construction will be taking place under this phase of the project.

The overall cost of this project shall not exceed \$125,000.00 and the Village would be responsible for paying \$6,250.00 or 5%, with the Federal Aviation Administration (FAA) and State of Illinois paying the remaining \$118,750.00 or 95%.

FINANCIAL IMPACT

The Village's 2021 budget does not include funding for this project; however, the Airport Fund does contain adequate funding to cover this \$6,250.00 expense.

ATTACHMENTS

1. Resolution/Inter-Governmental Grant Agreement

RECOMMENDED MOTION

Motion to Approve the Resolution approving an Inter-Governmental Grant Agreement with the Illinois Department of Transportation for the Obstruction Evaluation and Airport Layout Plan Redline Phase 2 Project Project in the amount of \$118,750.00

VILLAGE OF LAKE IN THE HILLS

RESOLUTION NO. 2021-_____

A Resolution approving an Inter-Governmental Agreement with the Illinois Department of Transportation for a grant for the Airport Obstruction Evaluation and Airport Layout Plan Redline Phase 2 Project in the amount of \$118,750.00

WHEREAS, The Village of Lake in the Hills endeavors to make improvements to the Lake in the Hills Airport runway; and

WHEREAS, the Village of Lake in the Hills entered into a certain contract dated July 31, 2017 with the Federal Aviation Administration for the Airport Improvement Program; and

WHEREAS, the Engineering costs of said improvement have necessitated the use of federal funds; and

WHEREAS, the Village of Lake in the Hills received a grant from the Federal Aviation Administration in the amount of \$112,500 for the runway improvement project; and

WHEREAS, the Village of Lake in the Hills received a grant from the Illinois Department of Transportation in the amount of \$6,250 for the runway improvement project; and

WHEREAS, the use of federal funds requires a joint funding agreement with the Illinois Department of Transportation; and

NOW, THEREFORE, BE IT RESOLVED that the (President) is hereby authorized and directed to execute the above-mentioned agreement and any other such documents related to advancement and completion of said project.

Passed this 29th day of July, 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 29TH DAY OF JULY, 2021

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:

INTER-GOVERNMENTAL GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
VILLAGE OF LAKE IN THE HILLS**

The Illinois Department of Transportation (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield IL. 62764
and Village of Lake in the Hills (Grantee), with its principal office at 600 Harvest Gate, Lake in the Hills, IL 60156 and payment address (if different than principal office) at same, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

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

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

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

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

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship Corp. | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

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

1.2. Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$ 125,000.00, of which \$ 112,500.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 3-17-SBGP-133 N, the federal awarding agency is Federal Aviation Administration, and the Federal Award date is 8/30/2016. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Airport Improvement Program and Number is 20.106. The Catalog of State Financial Assistance (CSFA) Number is 494-60-0327. The State Award Identification Number is 0327-24766.

1.4. Term. This Agreement shall be effective on the execution date of the attached Program Letter as of 7/31/2017 and shall expire 5 years after execution of this agreement on _____, unless terminated pursuant to this Agreement. In accordance with 2 CFR 200 and FAA guidance, pre-award professional service costs incurred by the GRANTEE pursuant to this Agreement may be considered allowable for payment after review, determination of eligibility, and acceptance by the GRANTOR.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

**ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS**

Village of Lake in the Hills

By: _____
Signature of Omer Osman, P.E., Secretary
By: _____
Signature of Designee
Date: _____
Printed Name: _____
Printed Title: _____

By: _____
Signature of Authorized Representative
Date: _____
Printed Name: **Peter Stefan**
Printed Title: **Finance Director/Treasurer**
E-mail: **pstefan@lith.org**

Designee

By: _____
Signature of First Other Approver, if Applicable
Date: _____
Printed Name: **Yongsu Kim**
Printed Title: **Chief Counsel**

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

By: _____
Signature of Second Other Approver, if Applicable
Date: _____
Printed Name: **Joanne Woodworth**
Printed Title: **Acting CFO**

By: _____
Signature of Matt Magalis, Acting Director IPI
Date: _____
Printed Name: _____
Printed Title: _____

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

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

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

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

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

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

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

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

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Program” means the services to be provided pursuant to this Agreement.

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the state of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

ARTICLE IV PAYMENT

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

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

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash

Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

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

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

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

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the

grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

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

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

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

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

**ARTICLE VI
BUDGET**

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

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

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

or programmatic limit.

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

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

7.5. **Government Cost Principles.** The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

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

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

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

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

an appropriate official of Grantee.

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

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

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

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

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

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

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

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

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

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred

payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

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

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

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

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

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

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

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the

provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

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

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

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

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

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

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

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

**ARTICLE IX
CRIMINAL DISCLOSURE**

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

**ARTICLE X
UNLAWFUL DISCRIMINATION**

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

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC

1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by

Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

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

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

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

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

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

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

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

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

**ARTICLE XV
AUDIT REQUIREMENTS**

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

15.2. Consolidated Year-End Financial Reports.

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

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to

the required audit, namely:

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

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

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

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

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

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

15.3. Audit Requirements.

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

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

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends

\$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

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

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

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

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

ARTICLE XVIII NOTICE OF CHANGE

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

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

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

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

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

ARTICLE XIX STRUCTURAL REORGANIZATION

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

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

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

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

agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

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

ARTICLE XXII EQUIPMENT OR PROPERTY

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

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

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

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

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the

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

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

ARTICLE XXIV INSURANCE

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

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

ARTICLE XXV LAWSUITS

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

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

ARTICLE XXVI MISCELLANEOUS

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

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

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

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

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

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

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EXHIBIT A
PROJECT DESCRIPTION

CSFA Number: 494-60-0327 NOSA/SAIN Number: 0327-24766

GATA Registration Number: 681634

The GRANTOR and the GRANTEE desire to sponsor an Airport Improvement Program (AIP) project for the further development of a public airport, known or to be designated as the Lake in the Hills Airport under Title 49, U.S.C., Subtitle VII, as amended (hereinafter referred to as "Act"), rules, regulations, and procedures promulgated pursuant to; the Illinois Aeronautics Act (620 ILCS 5); and the Intergovernmental Cooperation Act (5 ILCS 220). Project is more fully described below and in Exhibit C.

The GRANTEE has applied for state assistance in procuring state or federal funds and hereby designates the GRANTOR as required by the above legal authority to accomplish the Project described below; and

As applicable, the GRANTOR has filed a preapplication for federal funds, with the FAA on behalf of the GRANTEE and has appropriated certain monies for the Project; and

The GRANTEE hereby designates the GRANTOR, as its Agent, and the GRANTOR hereby accepts the designation to act as Agent for the GRANTEE.

Obstruction Removal - Obstruction Evaluation and ALP Redline, Phase 2

3CK-4568

3-17-SBGP-133 N

EXHIBIT B
DELIVERABLES OR MILESTONES

Construction: Completion of construction activities as specified by the construction contract associated with the Project.

Preliminary and Construction Engineering: Completion of engineering work as specified by the GRANTEE's engineering agreement.

Right-of-Way: Demonstrate adequate right-of-way documentation and/or purchase of right-of-way.

Utilities: Completion of utility relocation or adjustment as specified by the GRANTEE's agreement with the utility.

Materials: Purchase and delivery of the materials specified by the material proposal.

EXHIBIT C

PAYMENT

Grantee shall receive \$125,000.00 under this Agreement.

The **GRANTOR** shall accept and disburse all federal, State, and municipal funds, as applicable under this grant, used or to be used in payment of the costs of said Project Status Report, as attached, or in reimbursement to either of the parties hereto for costs previously incurred and shall expire ten years after the execution date of this Agreement. The IDOT Program Letter attached to this Agreement is the formal notification to the Grantor of the Project’s inclusion in the state’s multi-modal program. In accordance with 2 CFR 200 and FAA guidance, pre-award professional service costs incurred by the **GRANTEE** as of the Retainer Agreement execution date (herewith attached), or single project Engineering Agreement execution date, pursuant to the startup of the projects listed in the Request for Qualifications (RFQ), may be considered for participation and/or reimbursement under this Agreement after review, determination of eligibility, and acceptance by the **GRANTOR** and the FAA.

Funds from the United States or the State of Illinois have been or will be tendered in connection with this Project. It is estimated that the total Project costs will be approximately \$125,000.00 of which will be obligated by the State and paid directly to the **GRANTEE** in the following funding breakdown:

90.00%	Federal	<u>\$112,500.00</u>
5.00%	State	<u>\$6,250.00</u>
5.00%	Local (Grantee)	<u>\$6,250.00</u>

The amount of \$N/A will be obligated and paid by the State of Illinois to the lowest bid contractor per the IDOT Letting process in the following funding breakdown:

%	Federal	\$ _____
%	State	\$ _____
%	Local (Grantee)	\$ _____

For documentation purposes only, the amount of approximately \$N/A, based on timesheets, will be collected as an administrative fee by the **GRANTOR** from the Federal Grant.

Contingency in the total amount of \$0.00 has been added to this project in the following funding breakdown:

%	Federal	\$ _____
%	State	\$ _____
%	Local (Grantee)	\$ _____

All Parties specifically agree that they shall pay the above defined percentages of all project costs. In addition, the **GRANTEE** shall pay such additional project costs which exceed the sum of the **GRANTOR’s** funds and the Federal funds, as are herein committed for this Project.

In accordance with 49 USC § 47111, the **GRANTOR** will not make payments totaling more than 90% of the project cost until all conditions necessary for financial closeout of the project are satisfied.

The **GRANTOR** hereby agrees to participate as stated above to the extent allowed under Sections 34 and 34a of the Illinois Aeronautics Act (620 ILCS 5/34 & 34a).

Payments to the Contractor or Consulting Engineer shall be made either by the **GRANTOR** or **GRANTEE** in accordance with the provisions and requirements of the contract entered into by the Contractor or Consulting Engineer for this project. Whenever such payments are made directly to the **GRANTEE**, the **GRANTEE** must pay the consultant within five (5) business days upon receipt of said payment. If the **GRANTEE** fails to pay the consultant as directed herein, such payment must be returned to the **GRANTOR**, unless an extension or other arrangement is approved, in writing, by the **GRANTOR**.

Following the Project Completion Date and the **GRANTOR's** financial closure of the project, the **GRANTOR** shall credit or reimburse to the **GRANTEE** any excess funds provided by the **GRANTEE**.

The Project Status Report is the schedule of anticipated Project costs per the Budget requirement of Article VI.

EXHIBIT D
CONTACT INFORMATION

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

GRANTOR CONTACT

Name: Ms. Linda Schumm
Title: Bureau Chief of Administrative Services
Address: #1 Langhorne Bond Dr., Springfield IL 62707
Phone: (217) 785-4215
TTY#: _____
Fax#: (217) 785-4533
E-mail Address: Linda.Schumm@illinois.gov

GRANTEE CONTACT

Name: Michael Peranich
Title: Airport Manager
Address: 600 Harvest Gate, Lake in the Hills, IL 60156
Phone: 815-479-7960
TTY#: _____
Fax#: _____
E-mail Address: mperanich@lith.org

Additional Information: N/A

EXHIBIT E

PERFORMANCE MEASURES

Key Performance Measures under the AIP: AIP provides funding to airports for infrastructure improvements such as safety, security and capacity projects.

- Eliminate airport conditions that cause aircraft accidents and security breaches.
- Reduce the number of people exposed to high levels of noise.
- Maintain airfield pavement in fair or better condition.
- Updated measures as issued by the FAA.

The GRANTEE will submit to the GRANTOR a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The GRANTEE shall provide the final report to the appropriate GRANTOR within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

For Federally Funded Projects: The GRANTOR is to comply with FAA Order 5100.38D or most current publication of the Airport Improvement Handbook as well as all current Airport Sponsor Grant Assurances. In accordance with AIP Sponsor Guide – 1500, drawdowns of federal funds are to be done in a reasonable timeframe; prolonged inactivity (i.e., 12 months) may establish sufficient cause for the FAA to recover the unused funds by unilaterally closing the grant. As stated in the guidelines, inactivity of open grants may also jeopardize future federal projects.

For State-Let Projects: The GRANTEE is to remit payments to the GRANTOR in a timely manner as required under Payment Methods A, B, or C in Exhibit C. Failure to remit the payment(s), shall allow the GRANTOR to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the GRANTOR to GRANTEE on this or any other contract. The STATE, at its sole option, upon notice to the GRANTEE, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

EXHIBIT F

PERFORMANCE STANDARDS

The current versions of the *AIP Handbook* and *AIP Sponsor Guide*, as approved by FAA at the time this Agreement is executed, are incorporated by reference.

Performance standards are contained in the resulting **GRANTOR** or **GRANTEE** Contract(s) or Engineering Agreement, whichever is applicable for the project. These performance standards include labor, materials, and other specifications and special provisions applicable to the individual Project(s) subject to the granted funds described herein.

EXHIBIT G

SPECIFIC CONDITIONS

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

Property Standards (2 CFR 200.310-316)

Conditions: Grantee shall request prior approval from Grantor contact for any costs that deviate from approved budget before any expense is incurred.

Corrective Action: Implementation of corrective action including new or enhanced controls over equipment and property maintenance plans. Condition may be removed upon request after one year from the implementation of corrective action.

Procurement Standards (2 CFR 200.317-326)

Conditions: Grantee shall request prior approval from Grantor contact for any costs that deviate from approved budget before any expense is incurred.

Corrective Action: Implementation of corrective action including new or enhanced controls over procurements of activities. Conditions may be removed upon request after one year from the implementation of corrective action.

Fraud, Waste and Abuse

Conditions: Grantee shall develop/update their Fraud awareness program and submit the written program to Grantor contact for approval. Upon approval from Grantor contact, the Grantee shall begin implementation of the program within 30 days.

Corrective Action: Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation. Condition may be removed upon request after one year from the implementation of corrective action.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

ETHICS

A. Code of Conduct

1. Personal Conflict of Interest – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$3,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services – State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$2,000- \$4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
 4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
 5. Grantee's purchasing officer shall obtain authorization from Grantor point of contact provided on Exhibit D
6. Award to the responsive bidder with the lowest price.

(\$5,000- \$9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.

3. Develop specifications to solicit quotes.
 4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
 5. Grantee's purchasing officer shall obtain authorization from Grantor point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
 2. Estimate the total cost of the procurement.
 3. Identify registered small businesses in the applicable category.
 3. Develop specifications to solicit quotes.
 4. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
 5. Prepare or submit information to Grantor's point of contact in Exhibit D.
 6. Obtain authorization from Grantor's point of contact provided on Exhibit D.
 7. All applicable forms must be approved prior to awarding the contract.
-
3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the 7/31/2017 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 12/31 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

Additional Reporting Requirements:

Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

In addition to the aforementioned reporting requirements, Grantee shall submit within 30 days a BOBS 2832 for all expenditures and project activities from the effective date of the grant up to and including the date of execution of the grant agreement.

Renewal: This Agreement may not be renewed.

Rights and Obligations of the GRANTEE:

1. Prior to the Project Completion Date, the GRANTEE shall:
 - a. Execute on its own behalf, when applicable, the Application for Federal Assistance made or to be made to the FAA, the acceptance of such Grant Offer as shall be tendered by the United States through the FAA, and any and all amendments to such grant agreement. The GRANTOR after approval thereof shall submit this Agreement to the FAA when applicable.
 - b. Employ a Consulting Engineer who is qualified to provide:
 - Qualified resident or project engineer(s), registered in the State of Illinois and approved by the GRANTOR;
 - Materials testing technician(s) approved by the GRANTOR;
 - Any project reports required by the GRANTOR or the FAA; and
 - Compliance with the Disadvantaged Business Enterprise requirements for the Project.
 - c. Obtain for the benefit of the GRANTOR all federal, State, and local permits as may be necessary to complete the Project.

Further, for each phase of Project work which is covered by separate contract, the Consulting Engineer shall render to the GRANTOR, through the Project Coordinator, both a semifinal and final inspection report. The final inspection report(s) shall certify to the GRANTOR and to the GRANTEE that the work involved has been fully completed in accordance with the plans, specifications and contract(s), including modifications or supplements by the GRANTOR the FAA through an approved change order, supplementary contract, or otherwise. The final inspection report(s) shall also certify that the work is acceptable to the Consulting Engineer.

Further, during the construction of the Project and prior to the Project Completion Date, the Consulting Engineer shall report directly to the Project Coordinator and may receive from the Project Coordinator such delegations of authority as the Project Coordinator

believes to be reasonably appropriate to act and approve routine items on behalf of the Project Coordinator and the GRANTOR.

2. The GRANTEE shall agree that it will strictly comply with all State or Federal laws, rules, regulations, Program Guidance Letters, Grant Assurances and Covenants which are relevant to this Project, including, but not limited to, those stated in or incorporated by reference in the federal Grant Agreement during construction of the Project.
3. After the Project Completion Date, the GRANTEE agrees that:
 - a. The airport which is the subject of this Agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of 20 years, whichever is longer, for the rightful, fair, equal, and uniform use and benefit of the public; and
 - b. It will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois, GRANTOR, or the FAA in connection with any funds tendered under the Act in the operation of the airport; and
 - c. It will file with the GRANTOR and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.
4. The GRANTEE agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the GRANTOR or the FAA relating to the Project described in this Agreement. The GRANTEE shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the FAA, Auditor General or the Illinois Department of Transportation/ GRANTOR; and the GRANTEE agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation/ GRANTOR and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation is not available to support their purported disbursement.

- a. GRANTEE shall keep project accounts and records which fully disclose the amounts and disposition of the proceeds of the grant, received by the GRANTEE.
 - b. The GRANTOR reserves the right for its auditors to review and audit any and all records relating to projects funded by the GRANTOR or the FAA at the GRANTEE's office or location. Such audits can be used to expand on the audit work already performed by the independent auditor. These audits can also be made based on special requests from GRANTOR officials.
5. No leases will be entered into by the GRANTEE which grants exclusive use rights to any grantee for any facilities which are the subject of this Project.
6. The GRANTEE agrees not to dispose of airport land, purchased either wholly or partially by State funds, by sale or lease without the consent of the GRANTOR. In the event such consent is obtained, the GRANTEE further agrees to utilize for airport development the State's share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the State in the original purchase. The proceeds from the sale of airport land which has had State participation shall be reserved and expended on items of work which would be normally eligible for State participation. Toward this end, the GRANTEE shall include a provision in each instrument recorded for every interest in land acquired or for which reimbursement is made under this Agreement which reads as follows:
- The property interest of the GRANTEE in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation, Division of Aeronautics. Further, in the event any such interest is no longer used for an approved airport purpose without the written approval of the Department that interest shall revert to a public airport entity appointed by the Department.
7. The GRANTEE covenants to zone (within its powers to do so) the Airport and its environs for compatible land use. The GRANTEE shall adopt airport hazard zoning regulations or shall request the GRANTOR to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, (620 ILCS 25/17).
8. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the GRANTOR's guidelines for the development of a farming plan and shall comply with the erosion sediment control program and standards as developed by the Illinois Department of Agriculture or pertinent standards promulgated by a soil and water conservation district pursuant to Sections 36 and 38 of the Illinois Soil and Water Conservation District Act (70 ILCS 405/36 & 38).

9. The GRANTEE hereby certifies to the GRANTOR that it has acquired, in its name prior to construction, clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (by easement or otherwise) in any other real estate which may be affected by the construction process.
10. All commitments by the GRANTEE hereunder are subject to constitutional and statutory limitations and restrictions binding upon it.

The GRANTEE shall comply with all of the attached assurances, federal regulations, and laws, as shall apply to the Project, which are hereby incorporated into this Agreement by reference.

Additional requirements as permitted under PART ONE:

1. The applicable FAA cash management system is completed by drawing down federal grant funds by using the Delphi eInvoicing system. See Sec. 4.3.
2. This agreement is exempt from the Grants Funds Recovery Act, 30 ILCS 705/3. If applicable, interest on grant funds shall be handled as stated under Sec. 4.6.
3. Billing schedule is based on progress payment schedule set forth in the contract. GRANTOR will receive invoices as work is completed from the GRANTEE. See Sec. 4.7.
4. Scope of activities/Purpose of Grant is included in Exhibit A (Project Description) and Exhibit B (Deliverables) and through the GRANTOR/GRANTEE's Project contract. See Sec. 5.1.
5. Monitoring and Access to Information are subject to Federal requirements including, but not limited to, FAA and USDOT. See Sec. 12.4.
6. Annual Financial Reports are exempt under this agreement. See 13.3(a).
7. Required Periodic Performance Reports are listed in Exhibit E as specified. See Sec. 14.1.
8. Content of Performance Reports will be in accordance with State and Federal requirements as stated in Exhibit E and the Project contract. See Sec. 14.3.
9. GRANTEE may be self-insured so long as sufficient funds exist to cover replacement costs set forth in Sec. 24.1. Insurance coverage by the vendor or contractor may be required by the Project contract.
10. USDOT and/or FAA required provisions are incorporated by applicable reference in Exhibit G.
11. In addition to Article III, the following definitions are applicable:

- “Agreement” means this Inter-Governmental Agreement.
- “AIP” means the FAA Grants-in-Aid for Airports; Airport Improvement Program.
- “AIP Handbook” means FAA Order 5300-38D (or most current publication of the Airport Improvement Program Handbook). The AIP Handbook provides guidance and sets forth the policies and procedures of the Airport Improvement Program (AIP).
- “AIP Sponsor Guide” means the FAA supplemental guidance for Central Region airport owners and their consultants with obtaining and administering an AIP grant available at http://www.faa.gov/airports/central/aip/sponsor_guide/.
- "Airport" and "facility" as used herein mean the air navigation, take-off areas, landing areas, taxiways, and all similar areas of the Municipality's property used for the purpose of air transportation, including but not limited to all areas of the Municipality's property where improvements have been previously made and funded in whole or in part with funds provided by the Department or the FAA.
- "Consulting Engineer" as used herein mean a person, firm, corporation or entity employed by the Municipality, by a contract approved by the Department or the FAA in connection with this Project, who is prequalified in accordance with the Department's procedures and whose resident or project engineer(s) assigned to the Project are registered in the State of Illinois.
- "Contractor" as used herein shall mean a person, firm, corporation, or entity employed by the Municipality, by a contract approved by the Department or the FAA, to complete this Project.
- “FAA” means the Federal Aviation Administration.
- “Notice-to-Proceed date” for the project considered under this Agreement is the date of the IDOT Program Letter (herewith attached) in which the Sponsor is notified of the project’s inclusion in the state’s multi-modal program thereby allowing all costs incurred after that date considered eligible for participation subject to review and approval by the Department.
- "Project" as used herein means this project which shall be identified as Illinois Project Number 3CK-4568, State Block Grant Number(s) 3-17-SBGP-133 N, and described in Exhibit A and PART THREE.
- “USDOT” means the United States Department of Transportation.

Disadvantaged Business Enterprise (DBE) - To the extent required by federal law, regulation, or directive, the GRANTOR encourages all of its grantees to make a good-faith effort to contract with DBEs. GRANTEES agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

1. The GRANTEE agrees to comply with Section 1101(b) of the FAST-ACT, and USDOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26, including any amendments thereto.
2. The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of

its DBE program or the requirements 49 CFR Part 26. The GRANTEE shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the GRANTEE of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

3. Each contract signed with a contractor (and each subcontract the prime contractor subcontractor) must include the following assurance:
 - a. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
 - b. For contracts let by the GRANTEE: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the awarding agency. (Note: If the project is let by IDOT, this section does not apply.)

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

The Project Description is included in Exhibit A.

In accordance with, 2 CFR Part 200, Subpart F, Audit Requirements, such non-federal entities that expend \$750,000.00 or more in Federal awards in a year are required to have a single audit performed. The Grantor is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the Grantor. It is the responsibility of the Grantor expending federal funds to comply with the requirements of 2 CFR Part 200 and determine whether they are required to have a single audit performed.

State Num: 3CK-4568-0000 Program Year: 2021 **Project Status Report** Exhibit 1 As of 15 Jun 2021 15:05 Page 1
 Federal Num: 3-17-SBGP-133 N
 Airport: LAKE IN THE HILLS AIRPORT Fed Status: Pending State Status: Pending
 Description: Obstruction Removal - Obstruction Evaluation & ALP Redline, Phase 2

Line Item Status

<u>Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Pd to Date</u>	<u>Balance</u>
1	Special Services-Costs Incurred - Village of Lake in the Hills* Obst. Eval/ALP Redline	125,000.00	112,500.00	6,250.00	6,250.00	0.00	125,000.00
TOTAL ELIGIBLE COSTS		125,000.00	112,500.00	6,250.00	6,250.00	0.00	125,000.00
Reserves (+) / shortfalls (-)		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL APPROVED FUNDING		125,000.00	112,500.00	6,250.00	6,250.00	0.00	125,000.00

Funding Summary

<u>Amend Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
	Agency agreement	125,000.00	112,500.00	6,250.00	6,250.00
TOTAL APPROVED FUNDING		125,000.00	112,500.00	6,250.00	6,250.00
Program budget (for information only)		125,000.00	112,500.00	6,250.00	6,250.00

Project Receipts And Expenditures

	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Letter of Credit</u>
Cash rec'd or credited net of refunds and derel.	0.00	0.00	0.00	0.00	112,500.00
Net cash paid or credited	0.00	0.00	0.00	0.00	0.00
Balance of cash or credit	0.00	0.00	0.00	0.00	112,500.00

State Num: 3CK-4568-0000 Program Year: 2021

Project Status Report

Exhibit 1

As of 15 Jun 2021 15:05

Page 2

Federal Num: 3-17-SBGP-133 N

Airport: LAKE IN THE HILLS AIRPORT

Fed Status: Pending

State Status: Pending

Description: Obstruction Removal - Obstruction Evaluation & ALP Redline, Phase 2

Accrual Status

	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
Cash rec'd or credited net of refunds and derel.	0.00	0.00	0.00	0.00
Total eligible costs	125,000.00	112,500.00	6,250.00	6,250.00
Accrual position payables (+) / receivables (-)	-125,000.00	-112,500.00	-6,250.00	-6,250.00



State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary
STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-18. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-18.

Line 19: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 18, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

- A) **Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.**
- B) **Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**
- C) **Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).**



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

Section A – Budget Summary (continued)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** *(The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs.*

Section B – Budget Summary
NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of "Non-State Funds" should equal the amount budgeted on Line 19 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1017 of Section B.

Lines 1-18: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 19: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.



State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE

Section C – Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 18, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.



State of Illinois UNIFORM CAPITAL BUDGET TEMPLATE

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely. The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately. The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared. Each section of the budget should be in outline form, listing line items under major headings and subheadings. Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

Salaries should be comparable to those within the applicant organization. If new staff is being hired, additional space and equipment are considered, as necessary. If the budget lists an equipment purchase, it is the type allowed by the agency. If additional space is rented, the increase in insurance is supported. If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

State Agency: Transportation - Aeronautics

Organization Name: Village of Lake in the Hills

Notice of Funding

Opportunity (NOFO) Number: _____

Data Universal Number System (DUNS) Number (enter numbers only) : 113955934

Catalog of State Financial Assistance (CSFA) Number: 494-60-0327

CSFA Short Description: Airport Improvement Program

Section A: State of Illinois Funds

Fiscal Year: 07/01/2020

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	118,750.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Design/Engineering		\$	118,750.00
2. Building/Land Purchase		\$	
3. Equipment/Materials/Labor		\$	
4. Equipment		\$	
5. Wiring/Electrical		\$	
6. Mechanical System		\$	
7. Paving/Concrete/Masonry		\$	
8. Plumbing		\$	
9. Construction Management/Oversight		\$	
10. Construction		\$	
11. Other Construction Expenses		\$	
12. Excavation/Site Prep/Demo		\$	
13. Site Work		\$	
14. Demolition and Removal		\$	
15. Contingency		\$	
16. Grant Exclusive Line Item(s)			
17. Total Direct Costs (add lines 1-16)		\$	118,750.00
18. Total Indirect Costs		\$	
Rate %: <input type="text"/>			
Base: <input type="text"/>			
19. Total Costs State Grant Funds (Lines 17 and 18) MUST EQUAL REVENUE TOTALS ABOVE		\$	118,750.00

Instructions found at end of document.



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

Organization Name: Village of Lake in the Hills

NOFO Number: _____

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

Organization Name: Village of Lake in the Hills

NOFO Number: _____

Section B: Non-State of Illinois Funds

Fiscal Year: 07/01/2020

REVENUES			Total Revenue
Grantee Match Requirement %:	5	(Agency to Populate)	
b) Cash		\$	6,250.00
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	6,250.00
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Design/Engineering		\$	6,250.00
2. Building/Land Purchase		\$	
3. Equipment/Materials/Labor		\$	
4. Equipment		\$	
5. Wiring/Electrical		\$	
6. Mechanical System		\$	
7. Paving/Concrete/Masonry		\$	
8. Plumbing		\$	
9. Construction Management/Oversight		\$	
10. Construction		\$	
11. Other Construction Expenses		\$	
12. Excavation/Site Prep/Dem		\$	
13. Site Work		\$	
14. Demolition and Removal		\$	
15. Contingency		\$	
16. Grant Exclusive Line Item(s)		\$	
17. Total Direct Costs (add lines 1-16)		\$	6,250.00
18. Total Indirect Costs		\$	
Rate %:	<input type="text"/>		
Base:	<input type="text"/>		
19. Total Costs State Grant Funds (Lines 17 and 18) MUST EQUAL REVENUE TOTALS ABOVE		\$	6,250.00



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

Organization Name: Village of Lake in the Hills		NOFO Number:
Data Universal Number System (DUNS) Number (enter numbers only) : 113955934	Fiscal Year: 07/01/2020	
Catalog of State Financial Assistance (CSFA) Number: 494-60-0327	CSFA Short Description: Airport Improvement Program	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Lake in the Hills
Institution/Organization Name:

Village of Lake in the Hills
Institution/Organization Name:

Finance Director/Treasurer
Title (Chief Financial Officer or equivalent):

Village Administrator
Title (Executive Director or equivalent):

Peter J. Stefan
Printed Name (Chief Financial Officer or equivalent):

Fred E. Mullard
Printed Name (Executive Director or equivalent):

Signature (Chief Financial Officer or equivalent):

Signature (Executive Director or equivalent):

June 15, 2021
Date of Execution (Chief Financial Officer):

June 15, 2021
Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:			
Sub-recipient DUNS: 113955934		Sub-recipient Parent Company DUNS:	
Sub-recipient Name: Village of Lake in the Hills			
Sub-recipient DBA Name:			
Sub-recipient Street Address: 600 Harvest Gate			
City: Lake in the Hills	State: IL	Zip-Code: 60156	Congressional District: 6
Sub-recipient Principal Place of Performance:			
City: Lake in the Hills	State: IL	Zip-Code: 60156	Congressional District: 6
Contract Number (if known):	Award Amount:	Project Period: From:	Project Period: To:
3CK-4568	\$125,000.00	Jun 19, 2015	Jun 19, 2021

State of Illinois Awarding Agency and Project Detail Description:

IL Department of Transportation - Aeronautics: Obstruction Evaluation & ALP Redline, Phase 2

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes If Yes, must answer Q2 below. No If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes No If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

1. Design/Engineering

Costs associated with planning, design and construction observation or related services for the proposed project including environmental services, testing, surveys, etc. Costs associated with creation of the project's architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs if specifically identified as such within the project description. Copies of contracts will be required.

Purpose	Description of Work	Item Cost	Add/Delete Rows
Engineering	Special Services, Survey	\$118,750.00	Add Delete
State Total		\$118,750.00	
Engineering	Special Services, Survey	\$6,250.00	Add Delete
Non-State Total		\$6,250.00	
Total		\$125,000.00	

Narrative (State):
Preliminary engineering including surveys and Airport Layout Plan (ALP) work

Narrative (Non-State): (i.e. "Match" or "Other Funding")
Match: Preliminary engineering including surveys and Airport Layout Plan (ALP) work



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

2. Building/Land Purchase

Costs to purchase, either in whole or in part, a building, structural shell, condominium, land, and/or easement including, but not limited to: the net purchase price itself; closing costs charged to the buyer on the closing document; legal fees; etc. Additionally, costs associated with Right-of-Way, appraisals, property/boundary surveys, legal fees, etc.

Purpose	Description of Work	Item Cost	Add/Delete Rows
			Add Delete
State Total			
			Add Delete
Non-State Total			
Total			

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

3. Equipment/Materials/Labor

Purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified – within the project description.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total				

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

4. Equipment

All costs associated with equipment that is not associated with any other contracts related to the grant.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total				

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

5. Wiring/Electrical

Purchase of materials necessary for completion of the project scope such as: electrical wiring; conduit; outlets; switches; etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total				

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

6. Mechanical System

Purchase of materials necessary for completion of the project scope such as: HVAC; elevators; fire alarm, sprinkler, or ventilation systems; etc. including associated labor/ installation costs, as identified within the project description.

	Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows
					Add
					Delete
	State Total				
					Add
					Delete
	Non-State Total				
	Total				

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

7. Paving/Concrete/Masonry

Purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total				

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

8. Plumbing

Purchase of materials necessary for completion of the project scope such as: internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost Per Item	Item Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total				

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

9. Construction Management/Oversight

Costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.

Purpose	Description of Work	Item Cost	Add/Delete Rows
Construction Observation/Engineering	Oversee/manage project construction		Add
			Delete
State Total			
Construction Observation/Engineering	Oversee/manage project construction		Add
			Delete
Non-State Total			
Total			

Narrative (State):

On-site personnel for engineering management of construction project.

Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match: On-site personnel for engineering management of construction project.



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

10. Construction

All costs associated with physical construction and construction related services provided by the contractor(s) of the facility.

Purpose	Description of Work	Item Cost	Add/Delete Rows
Airport Improvement - Infrastructure			Add
			Delete
State Total			
Airport Improvement - Infrastructure			Add
			Delete
Non-State Total			
Total			

Narrative (State):

Infrastructure improvements for airport as verified by IDOT - Aeronautics personnel. Project is on an IDOT letting.

Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match: Infrastructure improvements for airport as verified by IDOT - Aeronautics personnel. Project is on an IDOT letting.



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

11. Other Construction Expenses

Costs that can't be easily broken out to or covered by other individual/specific Budgetary line items such as: landscaping; hauling; equipment rental; insurance; environmental fees; loan payments; etc. as identified within the project description.

Purpose	Description of Work	Item Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total			

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

12. Excavation/Site Prep/Demo

Costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.

Purpose	Description of Work	Item Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total			

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

13. Site Work

All costs associated with work outside of the 5-foot building line, including grading, excavation, filtration systems, parking lots, sidewalks, utilities, etc.

Purpose	Description of Work	Item Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total			

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

14. Demolition and Removal

All costs associated with removal of any structures required to accommodate new construction and approved as part of the grant.

Purpose	Description of Work	Item Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total			

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE

15. Contingency

Coverage of potential cost overruns in any of the other utilized Grant Budget line items.

Purpose	Description of Work	Item Cost	Add/Delete Rows
			Add
			Delete
		State Total	
			Add
			Delete
		Non-State Total	
		Total	

Narrative (State):

Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

16. Grant Exclusive Line Item(s)

Line item determine to be needed by Programmatic of federal reporting purposes. State Awarding Agency will be required to provide definition and instructions per each Grant Exclusive Line Item developed.

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

16). Indirect Cost

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add
				Delete
		State Total		
				Add
				Delete
		Non-State Total		
		Total Indirect Costs		
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-15 and 17. The State and Non-State Total amounts from Table 16 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Design/Engineering	\$118,750.00	\$6,250.00	\$125,000.00
2. Building/Land Purchase			
3. Equipment/Materials/Labor			
4. Equipment			
5. Wiring/Electrical			
6. Mechanical System			
7. Paving/Concrete/Masonry			
8. Plumbing			
9. Construction Management/Oversight			
10. Construction			
11. Other Construction Expenses			
12. Excavation/Site Prep/Demo			
13. Site Work			
14. Demolition and Removal			
15. Contingency			
16. Grant Exclusive Line Item(s)			
17. Indirect Costs			
State Request	\$118,750.00		
Non-State Amount		\$6,250.00	
TOTAL PROJECT COSTS			\$125,000.00



**State of Illinois
UNIFORM CAPITAL BUDGET TEMPLATE**

For State Use Only

Grantee: Village of Lake in the Hills Notice of Funding Opportunity (NOFO) Number: _____
 Data Universal Number System (DUNS) Number (enter numbers only): 113955934

Catalog of State Financial Assistance (CSFA) Number: CSFA Short Description:

Fiscal Year(s): _____

Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: _____

_____	_____	_____
Program Approval Name	Program Approval Signature	Date

_____	_____	_____
Fiscal & Administrative Approval Name	Fiscal & Administrative Approval Signature	Date

Budget Revision Approved: _____

_____	_____	_____
Program Approval Name	Program Approval Signature	Date

_____	_____	_____
Fiscal & Administrative Approval Signature	Fiscal & Administrative Approval Signature	Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



Illinois Department of Transportation

Office of Planning and Programming
2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 15, 2021

Mr. Michael Peranich
Lake in the Hills Airport
600 Harvest Gate
Lake in the Hills, IL 60156

Mr. Peranich,

Revised Airport Improvement Program.

The previous Airport Improvement Program letter dated 7/31/2017 has been revised in both scope of services and project cost based upon discussions between IDOT Office of Intermodal Project Implementation (Aeronautics), IDOT-Office of Planning and Programming, Lake in the Hills Airport, and the airport's consultant. The previously programmed project title "Obstruction Evaluation, Obstruction Removal, and Runway Threshold Marking" has been changed to "Obstruction Evaluation & ALP Redline, Phase 2". The total project cost of this revised project is \$125,000. This revised Airport Improvement Program Letter supersedes the previous Airport Program Letter dated 7/31/2017. See the project table below for the full details of the associated funding.

Any professional services performed prior to this letter being issued will need to be reviewed by IDOT Office of Intermodal Project Implementation (Aeronautics) design personnel for eligibility based upon usable work toward achieving the scope of this new project. No professional services effort will be considered eligible for participation by IDOT prior to the previous July 31, 2017 Airport Improvement Program Letter issued by IDOT.

The Illinois Department of Transportation's Airport Improvement Program provides funding for projects at airports throughout the state to ensure the continuation of safe and efficient operations at these facilities and maximize opportunities for economic development in Illinois.

The project detailed herein was selected for your airport based on project requests submitted to the Department during the Transportation Improvement Program (TIP) meetings. This IDOT FY- 2021 Airport Improvement Program is based on Federal Aviation Administration (FAA) funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports and a maximum of \$150,000 entitlement funds for non-primary airports. Federal legislation calls for a maximum 90% federal participation. As such, the state and local match will be 5% each for all projects which are eligible for state funding. All other federal projects which are not eligible for state funds will require a minimum 10% local match.

Funding for the Illinois Airport Improvement Program is dependent upon receipt of Federal funds and legislative authorization of state appropriations. In addition, proposed development and land acquisition must be shown on an approved ALP, have cleared environmental processing, and the land already acquired or have a signed purchase agreement. For projects seeking Federal Discretionary Funds projects, these requirements must be completed, and evidence of completion provided to Aeronautics by October 1, 2020, before a project can be considered for funding.

The Department and the Airport Sponsor hereby specifically agree that they shall pay the above defined percentages of all project costs. In addition, the GRANTEE shall pay such additional project costs which exceed the sum of the GRANTOR's funds and the Federal funds, as are herein committed for this Project. **In the event your project exceeds these budget totals, the Sponsor may elect to pay any additional project costs which exceed the total sum of state and federal funds as planned and programmed to complete the project. If additional funds are deemed necessary post award, an amendment to the Agency Agreement with the Department must be developed and approved by the Department and the FAA before any additional funding may be allocated.**

In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for these projects, the Airport Sponsor will be required to pay the state and local costs as itemized below. This will include any amount which exceeds the totals listed.

Projects were selected based on the FAA's National Priority System as well as other state and local priorities. The Department has programmed the following project to be included in the IDOT FY 2021 Proposed Airport Improvement Program for your airport:

The project "**Obstruction Evaluation & ALP Redline, Phase 2**" will be funded as follows:

Federal Non-Primary Entitlement Funds	\$112,500
State Match	\$6,250
Local Match	\$6,250
<hr/>	<hr/>
Total Project Cost	\$125,000

The Office of Intermodal Project Implementation (Aeronautics) letting schedule for construction projects must be strictly followed to ensure projects are advertised and brought to letting in an organized manner. The letting schedule allows for 30 weeks to develop a project from the date of the pre-design meeting to the letting.

To ensure eligibility of professional services for state and federal funding participation, you are required to satisfy the qualifications based selection process and enter into a retainer agreement, or professional services A/E agreement with the consultant of record selected for the project prior to any costs being incurred. This should take place prior to the project initiation/pre-design meeting. Aeronautics will facilitate this process, as well as the initial development and review of fees.

The project contained in this letter is officially programmed for development provided all state and federal requirements have been met. It is now the Airport Sponsor's responsibility to initiate the professional services phase of the project. Please contact Aeronautics, either directly or through your consultant, to schedule a project initiation meeting.

Please contact Mr. Alan Mlacnik, P.E. – Bureau Chief of Airport Engineering at 217.785.4884 to initiate this project. **Please initiate this project within 12 months of the date of this letter or this project will no longer be considered programmed. Projects are initiated by scheduling a predesign meeting for design/construction projects or a project initiation meeting for planning and environmental projects.**

Please contact me in the Office of Planning and Programming at 217.782.4118 or Richard Borus in Aeronautics at 217.785.0056 if you have questions regarding this airport improvement program letter.

Sincerely,

A handwritten signature in black ink that reads "BJ Murray". The signature is written in a cursive, flowing style.

BJ Murray
Section Chief, Aviation Program Planning
Office of Planning and Programming



RECEIVED

FEB 25 2019

600 Harvest Gate
Lake in the Hills, IL 60156

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

Initial: _____

February 22, 2019

Daniel L. Pape, P.E.
Crawford, Murphy & Tilly Inc.
550 N Commons Drive, Suite 116
Aurora, IL 60504

Dear Mr. Pape,

Enclosed please find two original executed agreements for Engineering Services between the Village of Lake in the Hills and Crawford, Murphy & Tilly, Inc. which was approved at the February 21, 2019 Village Board meeting.

Sincerely,

Jennifer Clough/ns
Jennifer Clough
Village Administrator

JC:ns

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made at **Lake in the Hills**, Illinois, this 21st day of **February** in the year 20**19**, by and between the **Village of Lake in the Hills** (hereinafter referred to as the "Owner"), as Party of the First Part, and **Crawford, Murphy & Tilly, Inc.** (hereinafter referred to as the "Engineer"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program in stages of the public air navigation facilities known as the **Lake in the Hills Airport (3CK)** located in Latitude 42°12.41'N, Longitude 88°19.38' W, in **McHenry** County, State of Illinois; and

WHEREAS, the development program shall include, subject to receipt of grant funding design, construction, and special services related to the following projects:

- Preparation of necessary applications and documentation for FAA / IDOT AIP grant funding.
- Design and construction of perimeter fencing, including manual and electronic gates and access control, to control wildlife and preserve security.
- Design and construction of Widen and Reconstruct Runway 8-26 to 100 feet; Includes edge lighting, threshold lighting, REIL and PAPI systems.
- Design and construction of existing access road to serve new terminal area. Includes marking, signage, overhead lighting, and landscaping.
- Design and construction to remove or remediate existing obstructions to navigation.
- Replace automated weather observation system with AWOS-III.
- Design and construction to rehabilitate t-hangar pavements.
- Design and construction for the new terminal area general aviation apron.
- Professional services associated with land or easement acquisition associated with the anticipated five-year development program.
- Design and construction of utility relocations/extensions (electric, telephone, natural gas, water, sanitary sewer, and storm sewer) as appropriate during the implementation of the development program.
- Preparation of updates to the Airport Layout Plan and Exhibit "A" - Property Line Map and preparation of environmental assessment documents as periodically required.
- Review of documents related to building a solar farm on airport property provided by developers.
-

WHEREAS, the Department of Transportation, Division of Aeronautics, State of Illinois, is authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "Division");

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with the aforesaid development project.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

I. ENGINEERING SERVICES

The Engineer agrees to furnish and perform the various professional engineering services required for the preparation of the above reference construction project as follows:

(A.) The Planning Phase

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance and assistance in planning for the projects included in the above referenced development program.
2. Prepare and furnish any sketches, drawings, reports, cost estimates, or documents necessary for programming all or any part of the above referenced development program.
3. Furnish the Division and the Owner the required number of sets of completed and approved documents referenced in paragraph 2 above.
4. Render clarification of any of the items provided under paragraph 2 above, when and if such clarification is deemed necessary.

(B.) The Preliminary Phase

1. Office Engineering
 - a. Provide the Owner when requested, all elements required for the Preapplication/Application for Federal Assistance ready for signature of the Owner and submittal to the Division.
 - b. Preparation of elementary sketches, supplementary sketches and other technical documents required to achieve State and/or Federal budgeting.

(C.) The Design, Special Services and Construction Phases

1. Upon completion of the programming and budgeting of all or any part of the above reference development program, the parties hereto agree to negotiate and execute an Agreement for Engineering Services covering the specifically defined parts of the above referenced development program which are to be funded under a specific project. The Agreement(s) will cover the Design, Special Services and Construction Phases of the specific project. The Village may elect to conduct an independent selection for construction phase services in conformance with the selection requirements established by the Division and the FAA.

The professional engineering services noted above shall be performed in accordance with the usual and customary standards for such services in the Chicago metropolitan area, applicable legal standards and State of Illinois Division of Aeronautics and Federal Aviation Agency requirements.

The parties mutually acknowledge that the Owner currently lacks funding for many of the aforementioned tasks and projects listed in the development program on page 1 of this Agreement.

The Owner reserves the right to not utilize the Engineer for some or all of these tasks during the term of this Agreement.

II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer for services rendered associated with the development of the Lake in the Hills Airport as compensation for rendering the professional engineering services hereinabove described in Section I, Paragraphs A and B, based on the attached Schedule of Charges (Attachment A) and the actual time expended in performing the services. See Attachment B for sample Task Order Agreement for said services.

The invoices shall be submitted by the Engineer and shall detail the services performed, an employee number and classification of the person performing the service. If any services are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall be reimbursed at his actual cost for obtaining these services.

- B. The Owner by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that all reproducible copies of the drawings, tracings, construction plans, specifications and maps prepared or obtained under the terms of the Agreement shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request to the Owner. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.
- B. It is further mutually agreed by the parties hereto that the Engineer shall proceed to furnish engineering services on any part of the above referenced development program under the terms heretofore provided in this agreement, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.
- D. This agreement expires upon final approval and acceptance of the completed project(s) covered by the projects included in the above referenced development program.
- E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order NO. 11246, "Equal Employment Opportunity," as amended.
- F. The Engineer agrees that the Sponsor, the Division, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such

services outside the Engineer's organization, the Engineer shall provide an executed Agreement between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. Two (2) copies of the executed Agreement shall be submitted to the Owner for approval prior to the services being performed.

- B. During the performance of this Agreement, the Engineer, for itself, its assignees and successor in interest agrees as follows:
1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by referenced and made a part of this Agreement.
 2. The Engineer, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
 3. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 4. In the event of the Engineer's noncompliance with the nondiscrimination provisions of the Agreement, the Owner shall impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to -
 - (a) withholding of payments to the Engineer under the Agreement until the Engineer complies, and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
 5. The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance.
Provided, however, that in the event the Engineer becomes involved, or is threatened with, litigation with the subcontractor or supplier as a result of such direction, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.
- C. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this
-

agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

- D. The Engineer agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.
- E. Insurance Required. Contemporaneous with Consultant's execution of this Agreement, Consultant shall provide certificates or 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 change, or 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.

Minimum Coverages. Consultant shall, at all times while providing, performing, or completing the Services of this Agreement 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:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

2. Comprehensive 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.

3. Comprehensive 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 (must expressly cover the indemnity provisions of this Agreement)
 - 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 two-years if coverage is written on a "claims made" basis, and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of this Agreement and each Task Order issued pursuant to this Agreement.
 - 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.
- F. Indemnification. For all services provided as the Village's Airport Engineer and each Project delineated and described in a Task Order issued pursuant to this Agreement, 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 reasonable 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.
- G. Governing Laws. This Agreement and each Task Order issued pursuant to this Agreement, and the rights of Owner and Consultant under this Agreement and each Task Order issued pursuant to this Agreement, shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.
- H. Consultant's Personnel. For all services provided as Consultant and each Project delineated and described in a Task Order issued pursuant to this Agreement, 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 regarding termination of 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 Agreement Price for such Task Order, or for a delay or extension of the Agreement Time for such Task Order as a result of any such termination, reassignment, resignation, or substitution.
- I. Approval and Use of Subcontractors. For all services provided as Consultant and each Project delineated and described in a Task Order issued pursuant to this Agreement, 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 Agreement. All Services performed under any subcontract shall be subject to all of the provisions of the Task Order for such Project and this Agreement 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 Agreement, every reference in the Task Order for such Project and in this Agreement 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 Agreement.

- J. **Owner's Right to Withhold.** Notwithstanding any other provision of this Agreement and without prejudice to any of Owner's other rights or remedies, for all services provided as Consultant and each Project delineated and described in a Task Order issued pursuant to this Agreement, 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 Agreement; (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 Agreement; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters.
- K. **Use of Withheld Funds.** Owner shall be entitled to retain any and all amounts withheld pursuant to Section J 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 Agreement 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 Agreement.
- L. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

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

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

Crawford, Murphy & Tilly, Inc.
550 North Commons Drive, Suite 116
Aurora, IL 60504
Attention: Brain R. Welker, P.E.
Senior Vice President & Chief Operating Officer

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 L 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.

- M. Compliance with Laws and Grants. For all services provided as Consultant and each Project delineated and described in a Task Order issued pursuant to this Agreement, 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 Agreement, 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 Agreement or any part thereof.

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

- N. Severability. The provisions of this Agreement and each Task Order issued pursuant to this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement or a Task Order issued pursuant to this Agreement 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 Agreement or such Task Order shall be in any way affected thereby.

- O. Entire Agreement. For each Project delineated and described in a Task Order issued pursuant to this Agreement, this Agreement 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 Agreement 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.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lake in the Hills, Illinois, this 21 day of February, 20 19.

Attest:
(Seal)



BY Cecilia Carman

NAME Cecilia Carman

Village Clerk
Title

Village of Lake in the Hills
(Party of the First Part)

F.E.I.N. 36-6006045
Federal Employee's Identification No.

BY Russ Ruzanski

NAME Russ Ruzanski

President
Title

Attest:
(Seal)



BY Daniel L. Pape, P.E.

NAME Daniel L. Pape, P.E.

Aviation Group Manager, Chicago Region
Title

Crawford, Murphy & Tilly, Inc.
(Party of the Second Part)

F.E.I.N. 37-0844662
Federal Employee's Identification No.

BY Brian R. Welker, P.E.

NAME Brian R. Welker, P.E.

Sr. Vice President & COO
Title

CERTIFICATION OF CAPACITY TO CONTRACT - ILLINOIS PURCHASING ACT
ILLINOIS REVISED STATUTES - CHAPTER 127

132.11-1. Contracts with State Officers or Employees -
Prohibition - Exceptions - Penalty

11.1 It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7-2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not more than \$2,500.

Amended by P.A. 79-779, 1, eff. October 1, 1975.

Amended by P.A. 82-622, 16, eff. January 1, 1982.

CERTIFICATION OF CAPACITY TO CONTRACT

Section 11.1 of the Illinois Purchasing Act (Illinois Revised Statutes, Chapter 127, Paragraph 132.11-1), a copy of which is attached, prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in Section 11.1 or to subcontracts. (1976 Op. Atty. Gen. No. S-1281).

(Corporation)

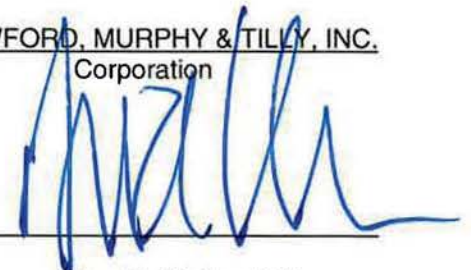
The undersigned, being the duly authorized representative of CRAWFORD, MURPHY & TILLY, INC., a corporation, hereby certify that they have read Section 11.1 of the Illinois Purchasing Act and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7-1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

12th day of February, A.D., 2019

Corporate Seal



CRAWFORD, MURPHY & TILLY, INC.
Corporation

By: 
Brian R. Welker, P.E
Sr. Vice President & COO

CERTIFICATION OF ENGINEER

I hereby certify that I am the Vice President and duly authorized representative of the firm Crawford, Murphy & Tilly, Inc., whose address is 2750 W. Washington Street, Springfield, Illinois, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution of page 8 that:

- (a) it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.
- (b) it is not barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

Date: FEB. 13, 2019

Crawford, Murphy & Tilly, Inc.

By: 

Brian R. Welker, P.E.

Sr. Vice President & COO

ATTACHMENT A

2019 Schedule of Hourly Charges – Crawford, Murphy and Tilly, Inc.

Effective January 1, 2019

Classification	Regular Rate
Principal	\$ 220
Project Engineer II Project Architect II Project Manager II Project Environmental Specialist II	\$ 210
Project Engineer I Project Architect I Project Manager I Project Environmental Specialist I Project Structural Engineer I	\$ 185
Sr. Structural Engineer II	\$ 170
Sr. Technician II	\$ 155
Aerial Mapping Specialist	\$ 150
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 145
Technical Manager II Environmental Specialist III	\$ 135
Sr. Technician I	\$ 130
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 125
Environmental Specialist II Technician II	\$ 110
Planner I Technical Manager I Environmental Specialist I Technician I Project Administrative Assistant	\$ 90
Administrative/Accounting Assistant	\$ 50

These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2020.

ATTACHMENT A (CONT.)

**CRAWFORD, MURPHY AND TILLY, INC.
 STANDARD DIRECT COST RATES
 January 1, 2019**

ITEM	COST / ITEM
Subsistence:	
Per Diem	\$38.00
Quarter Day (Breakfast)	\$8.00
Quarter Day (Supper)	\$24.00
Metropolitan Area (per diem)	<i>per www.gsa.gov/perdiem.</i>
Lodging (at cost plus taxes)	
	at actual cost
Transportation:	
CMT Owned or Employee Vehicle Mileage (2019 IRS rate)	\$ 0.58/mile
Vehicle Day Charge - Construction (when included in	\$65/day
Reproduction Charges:	
Aerial Photos, or Custom Reproductions	at actual cost*
8 1/2" x 11" Copies (including Collating & Binding)	\$ 0.15 each*
8 1/2" x 14" Copies (including Collating & Binding)	\$ 0.15 each*
11" x 17" Copies (including Collating & Binding)	\$ 0.20 each*
Bond Prints	\$ 0.40/sq. ft.*
Vellum Prints	\$ 0.60/sq. ft.*
Photo Paper for Public Exhibits	\$ 200/roll*
Mylar Prints	\$ 1.50/sq. ft.*
*approx. external cost (in house copies at no charge)	
Other:	
UPS Delivery	at actual cost
Aerial photos scanned	at actual cost
Other Direct Expenses	at actual cost

Direct costs are at actual cost documented by vendor invoices or employee expense reports.

ATTACHMENT B

Sample Task Order Authorization for services described in Section I, Paragraphs A and B.

TASK ORDER No. (Year)-(number)

THIS TASK ORDER is issued pursuant to the Agreement for Engineering Services executed February __, 2019 for the accomplishment of a development program in stages of the public air navigation facilities known as the Lake in the Hills Airport (3CK) located in Latitude 42°12.41'N, Longitude 88°19.38' W, in McHenry County, State of Illinois. This agreement is incorporated by reference.

Description of Services: _____

NOW THEREFORE, the ENGINEER agrees to provide the above described services and the CLIENT agrees to compensate the ENGINEER for these services in the manner checked below:

- On a time and expense basis in accordance with the Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the ENGINEER.

Compensation for services related to this Task Order shall not exceed \$ XXXXX unless modified by change order or supplemental Task Order.

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties and their consultants or subcontractors shall be through the Authorized Representatives or as otherwise designated.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this day of , 2019.

CLIENT:
Village of Lake in the Hills
(Client Name)

(Signature)

(Name and Title)

ENGINEER:
CRAWFORD, MURPHY & TILLY, INC.

(Signature)

(Name and Title)

ATTACHMENT C

A copy of the Request for Proposal form the Village of Lake in the Hills is attached as Attachment C.

REQUEST FOR STATEMENTS OF QUALIFICATION FOR AIRPORT CONSULTING SERVICES

The Village of Lake in the Hills, Illinois is soliciting statements of qualifications to have a professional airport planning, engineering, and architectural firm available to contract services related the operational needs of the Lake in the Hills Airport (3CK). This request for statements of qualification will lead to the selection of a qualified firm to provide consulting services for airport improvements for a period not to exceed five years.

Anticipated Projects

Subject to receipt of grant funding, design, construction, and special services related to the following projects may be included.

- Preparation of necessary applications and documentation for FAA / IDOT AIP grant funding.
- Design and construction of perimeter fencing, including manual and electronic gates and access control, to control wildlife and preserve security.
- Design and construction of Widen and Reconstruct Runway 8-26 to 100 feet; Includes edge lighting, threshold lighting, REIL and PAPI systems.
- Design and construction of existing access road to serve new terminal area. Includes marking, signage, overhead lighting, and landscaping.
- Design and construction to remove or remediate existing obstructions to navigation.
- Replace automated weather observation system with AWOS-III.
- Design and construction to rehabilitate t-hangar pavements.
- Design and construction for the new terminal area general aviation apron.
- Professional services associated with land or easement acquisition associated with the anticipated five year development program.
- Design and construction of utility relocations/extensions (electric, telephone, natural gas, water, sanitary sewer, and storm sewer) as appropriate during the implementation of the development program.
- Preparation of updates to the Airport Layout Plan and Exhibit "A" - Property Line Map and preparation of environmental assessment documents as periodically required.
- Review of documents related to building a solar farm on airport property provided by developers.

The total construction costs for the above are estimated to be approximately \$9,030,000 funded through multiple grants and may be completed within the next five years.

General Information

1. Questions concerning a submission should be addressed to Michael Peranich, Airport Manager, 9010 Haligus Road, Lake in the Hills, Illinois 60156 or by e-mail at mperanich@lith.org or by telephone at 815-479-7960, ext 2 or by fax at 847-960-7501.
2. Submit three copies of the statement of qualifications. Statements should not exceed 30 pages including all attachments. Statements of qualifications must be submitted to the Airport Manager at the above address in a sealed envelope marked on the outside "SOQ for Airport Consulting Services." Proposals will be received until December 21, 2019.

3. The Village intends to enter into a retainer agreement with the highest ranking firm. An agreement for the preliminary design, construction documents, construction, and special services for each project will be entered into independently at the appropriate time. If unsuccessful, negotiations will occur with other firms in rank order. Final approval of the firm and fees rests with the Village of Lake in the Hills Board of Trustees. Firms are advised that some services may not be required and the Village reserves the right to initiate procurement of additional consultant services.
4. Firms are invited to submit their statement of qualifications at their own cost. The Village of Lake in the Hills assumes no obligation for any expenses incurred in replying to this request.
5. Materials submitted shall become the property of the Village of Lake in the Hills and will not be returned. All submittals will remain confidential until an agreement is signed resulting from this request. All submittals are deemed public records as defined by state and local laws.

Proposal Content

1. Statement must describe the firm's experience and capability to perform all services related to the anticipated projects listed above to include:
 - a. Design, project management, inspection, materials / soils analysis, environmental assessment, and construction support.
 - b. Preparation of all applications, including grant applications and close out documentation with the Illinois Department of Transportation, Division of Aeronautics.
 - c. Reference names and telephone numbers should be provided for any on-going or completed projects cited.
2. Identify key personnel expected to be assigned to projects and provide their respective qualifications as they pertain to the project.
3. If other firms would be called upon to assist in completion of the anticipated projects, identify those firms by name and provide information on relevant past experience.
4. Current workload.
5. History of maintaining schedules, meeting project deadlines, and completing projects within budget.
6. Familiarity with conditions at Lake in the Hills Airport.

Evaluation Criteria

A qualification based selection process conforming to FAA Advisory Circular 150/5100-14E will be utilized. The primary selection criterion is "best qualified." Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request oral presentations, conduct on-site visits, and use the results in scoring the proposals.

Weighting for the evaluation will be:

- | | |
|--|-----|
| 1. Technical experience and qualifications related to anticipated projects | 35% |
| 2. Past performance related to budget and schedule | 25% |
| 3. Qualifications of Project Manager | 20% |
| 4. Familiarity with Lake in the Hills Airport | 15% |
| 5. Location of office | 5% |



REQUEST FOR BOARD ACTION

MEETING DATE: July 27, 2021

DEPARTMENT: Public Works

SUBJECT: Ordinance Amending Minimum Aviation Fuel Pricing

EXECUTIVE SUMMARY

Staff seeks approval of an Ordinance establishing new minimum aviation fuel pricing.

Arrow Energy of Saline, Michigan, is currently under contract to furnish and deliver two different types of aviation fuel to the airport. The price per gallon that the Village pays to Arrow fluctuates based on a regional pricing index. Village staff then resells the aviation fuel it purchases from Arrow to aircraft owners at a markup that ensures that the Village is reimbursed for all costs associated with the resale of fuel. A profit margin is built in to this cost as well. The Village’s aviation fuel minimum markup is known as “Minimum Aviation Fuel Pricing” and is reviewed by Village staff each year and then brought before the Village Board for approval.

The proposed minimum markup of self-service fuel is provided below. This represents an approximate \$.01 decrease in the price of 100LL and \$.09 increase in the price of JetA. The 100LL decrease is largely due to the favorable rates the Village received after switching to a new energy provider and the JetA increase is primarily due to a decline in the amount of Jet-A fuel sold over the past year, which spreads the Village’s costs associated with providing this service, over a smaller number of transactions.

100LL Self Service Expenses per Gallon		Jet-A Self Service Expenses per Gallon	
Tank operating	\$\$.0288	Tank operating	\$.0949
Tank maintenance	\$.0155	Tank maintenance	\$.1634
Flowage fee	\$.2850	Flowage fee	\$.2850
Total	\$.3293	Total	\$.5433
Minimum markup: Inventory cost +\$.3293		Minimum markup: Inventory cost +\$.5433	

The proposed minimum markup for full service fuel is provided below. This is approximately a \$.09 drop for the 100LL truck and \$.32 increase for the JetA truck. The JetA truck has required more maintenance over the last year than the 100LL truck and, with fewer gallons sold compared to previous years, this results in higher per/gallon costs.

100LL Full Service Expenses per Gallon		Jet-A Full Service Expenses per Gallon	
Truck operating	\$.2155	Truck operating	\$.1531
Truck maintenance	\$.0257	Truck maintenance	\$.5233
Flowage fee	\$.5900	Flowage fee	\$.5900
Total	\$.8312	Total:	\$1.2664
Minimum markup: Inventory cost +\$.8312		Minimum markup: Inventory cost + \$1.2664	

The cash/invoice discount of 3.35% for customers who pay using either cash or check will remain the same. Credit card fees will continue to be recovered only on transactions that utilize them at a rate of

3.35%. This fee is included in the per-gallon price presented to customers at the time of sale and represents the highest charge levied by a credit card company, American Express and AvCard. Sales tax for aviation fuel fluctuated between 7% and 8% over the past year but will remain at 8% going forward.

The Airport strives to maintain competitive fuel rates among other northern Illinois airports. The fee structure presented would accomplish just that. The Airport Manager monitors the aviation fuel pricing charged by neighboring airports and may increase pricing in order to increase revenues, but cannot charge less than the approved minimum sale price without approval from the Village Board.

FINANCIAL IMPACT

The sale of fuel remains the largest source of income for the airport with gross sales of \$488,709 in 2020. An adjustment to the minimum aviation fuel price ensures that the Airport is not losing money and continues to profit from the resale of fuel.

ATTACHMENTS

1. Proposed Ordinance
2. Minimum Fuel Price Final Draft

RECOMMENDED MOTION

Motion to approve an Ordinance establishing new minimum aviation fuel pricing.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021 - _____

**An Ordinance Establishing Minimum Aviation Fuel Pricing
Markups**

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, Illinois, as follows:

SECTION 1: That minimum airport fuel pricing markups per gallon will be in effect as follows:

	<u>Self-Service</u>
100LL	(Inventory cost + \$0.3293)*1.0335
Jet-A	(Inventory cost + \$0.5433)*1.0335
	<u>Full Service</u>
100LL	(Inventory cost + \$0.8312)*1.0335
Jet-A	(Inventory cost + \$1.2663)*1.0335

SECTION 2: The Airport Manager may offer a cash discount not to exceed 3.35% of the price per gallon at the pump.

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 29th day of July, 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 29th DAY OF JULY, 2021

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

Airport Fuel Pricing Model

Jul-21

100LL pricing		Jet-A pricing			
FIXED COSTS	Federal Taxes <i>(incl in cost/gal)</i>	0.194	Federal Taxes <i>(incl in cost/gal)</i>	0.244	FIXED COSTS
	State Taxes <i>(incl in cost/gal)</i>	0.011	State Taxes <i>(incl in cost/gal)</i>	0.011	
	Current inventory cost/gal	\$3.9156	Current inventory cost/gal	\$2.1813	
	Sales tax	8.00%	Sales tax	8.00%	
	Credit card fee	3.35%	Credit card fee	3.35%	
	<u>Self Service</u>		<u>Self Service</u>		
	tank operating cost/gal	\$0.0288	tank operating cost/gal	\$0.0949	
	tank maint cost/gal	\$0.0155	tank maint cost/gal	\$0.1634	
	Self Service flowage fee	\$0.285	Self Service flowage fee	\$0.285	
	Total markups	\$0.3293	Total markups	\$0.5433	
Self Service min price \$4.7380		Self Service min price \$3.0412			
<u>Full Service</u>		<u>Full Service</u>			
truck operating cost/gal	\$0.2155	truck operating cost/gal	\$0.1531		
truck maint cost/gal	\$0.0257	truck maint cost/gal	\$0.5233		
Full Service flowage fee	\$0.590	Full Service flowage fee	\$0.590		
Total markups	\$0.8312	Total markups	\$1.2664		
Full Service min price \$5.3935		Full Service min price \$3.8482			



REQUEST FOR BOARD ACTION

MEETING DATE: July 27, 2021

DEPARTMENT: Community Development

SUBJECT: Variations to Section 13.2-1.B and Section 13.2.-1.C at 331 Hiawatha Drive

EXECUTIVE SUMMARY

Jeff and Alicia Stoltz are proposing to install a pool in their front yard (side) on their corner lot. A corner lot is a lot located at the intersection of two or more streets. Their lot is located at the intersection of Hiawatha Drive and Cherokee Trail. When a lot is designated a corner lot, the lot will have two front yards, a front yard (front) and a front yard (side). When a corner lot has its rear yard facing the side yard of a neighboring property, the lot is described as a reverse corner lot. The applicant property is a reverse corner lot. Accessory structures, including pools are required to be no closer to their front yard (side) property line than the neighbor's front yard setback.

Section 13.2-1.B. states no accessory structure shall be located on a reversed corner lot beyond the front yard required on the adjacent lot to the rear. In this case, the setback from the front yard (side) would need to be 25 feet. However, the applicant is proposing an alternate layout which would be closer to the property line than the required 25 feet, depending upon site conditions. Therefore, a variation would be required from this section to install the pool as proposed.

Section 13.2-1.C. states accessory structures may not be erected in front of the main building on a zoning lot. As the pool is proposed to be in the front yard (side), a variation would be required from this section to allow for the proposed location.

The lot is a substandard lot measuring only approximately 7,400 sq. ft. in an R-2 District which requires 10,000 feet minimum. The lot is also configured to have an address and driveway along the wider lot line, along Hiawatha, instead of along the narrower lot line, Cherokee Trail, reducing the size of the rear yard.

The Planning and Zoning Commission conducted a public hearing on July 12, 2021 for the petitioner's request. The Commissioners voted 5-0 to recommend approval of the variations to Section 13.2-1.B. and Section 13.2-1.C. on July 12, 2021. The approval included the two staff-recommended conditions, the first of which is no longer relevant, and has not been included as part of the recommended action, as a Plat of Survey has been provided. The current recommended condition of approval therefore only includes the following;

1. The pool location shall generally be in conformance with the proposed submitted location plan, depending upon site conditions, and such location shall not be in violation of other applicable zoning regulations exclusive of Section 13.2-1.B and Section 13.2.-1.C.

Public comments consisted of a letter from the neighbors at 326 Hiawatha Drive stating they had no objection the requested variations or installation of a pool.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Staff Report
2. Application
3. Exhibits
4. Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance for variations from Section 13.2-1.B and Section 13.2.-1.C, with condition, at 331 Hiawatha Drive on Parcel 19-28-154-001 to allow for a pool in the front yard (side).



REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION

PLANNING AND ZONING COMMISSION

MEETING DATE: July 12, 2021

DEPARTMENT: Community Development

SUBJECT: Variations to Section 13.2-1.B and Section 13.2.-1.C at 331 Hiawatha Drive

EXECUTIVE SUMMARY

General Information

Requested Action: Jeff and Alicia Stoltz request variations to Section 13.2-1.B and Section 13.2.-1.C at 331 Hiawatha Drive to allow for a pool in the front yard (side).

Owner: Jeff and Alicia Stoltz

Applicant: Jeff and Alicia Stoltz

Purpose: Install a pool in the front (side) yard of a corner lot.

Location and Size: 331 Hiawatha Drive – approximately 7,400 sq. ft.

Zoning and Land Use:

Site:	R-2 One Family Dwelling/Residential
North:	R-2 One Family Dwelling/Residential
East:	R-2 One Family Dwelling/Residential
South:	R-2 One Family Dwelling/Residential
West:	R-2 One Family Dwelling/Residential
Future Land Use:	Residential

Background

The applicant is proposing to install a pool in their front yard (side) of their corner lot. A corner lot is a lot located at the intersection of two or more streets. The applicants' lot is located at the intersection of Hiawatha Drive and Cherokee Trail. When a lot is designated a corner lot, the lot will have two front yards, a front yard (front) and a front yard (side). When a corner lot has its rear yard facing the side yard of a neighboring property, the lot is described as a reverse corner lot. The applicant property is a reverse corner lot. Accessory structures, including pools are required to be no closer to their front yard (side) property line than the neighbor's front yard setback. In this case, the setback from the front yard (side) would need to be 25 feet. However, the applicant is proposing an alternate layout which would be closer to the property line than the required 25 feet, depending upon site conditions. Therefore, a variation would be required to install the pool as proposed.

Section 13.2-1.C. states accessory structures may not be erected in front of the main building on a zoning lot. As the pool is proposed to be in the front yard (side), a variation would also be required from this section to allow for the proposed location.

The lot is a substandard lot measuring only approximately 7,400 sq. ft. in an R-2 District which requires 10,000 feet minimum. The lot is also configured to have an address and driveway along the wider lot line, along Hiawatha, instead of along the narrower lot line, Cherokee Trail, reducing size of the rear yard.

The Planning and Zoning Commission may recommend and the Board of Trustees shall permit a variation of the provisions of this Zoning Code, as authorized in this Section, only if the evidence, in the judgement of the Village sustains each of the following three conditions:

A. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located;

The applicant indicates the lot is oriented in a way that most of the yard is on the side (corner lot).

Staff finds addition of a swimming pool to be a reasonable usage of property and a typical function of owning a home. The current site conditions do not allow for a pool to be installed in any other location on the lot. Current lot configuration is inconsistent with standard lot regulations for the R-2 zoning district which creates difficulties in using the property in a typical manner, including the installation of a pool.

B. The plight of the owner is due to unique circumstances;

The applicant indicates they have very little space behind their house and their “backyard” is actually on the side.

Staff finds the property to have unique circumstances. The lot is configured to have a relatively deeper front yard (side) than those typically found on a corner lot while still maintaining a full front yard (front) setback, thus limiting the rear and side yard areas and limiting space for accessory structures.

C. The variation, if granted, will not alter the essential character of the locality;

The applicant indicates they are changing the configuration of the lot by adding a pool.

Staff finds the essential character of the property will remain residential and be not alter the character of the locality. There pools in other residential properties in the area as well as lots with unique configurations and building placements.

For the purpose of supplementing the above standards, the Village, in making this determination whenever there are practical difficulties or particular hardship, also shall take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

D. That the particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out;

The applicant indicates the only available yard space is in the side yard.

Staff finds the property to be configured where the widest portion of the lot is the front yard (front) and rear, which is contrary to typical lot configuration and does not allow for a large enough rear yard for a pool. Also,

the lot is smaller than required for the district and, therefore, has larger lot setbacks applied, which further limits the potential for accessory structures in the rear yard.

E. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification; or

The applicant indicates their lot is unique and fairly uncommon in the neighborhood.

Staff finds the property to be unique to this area. The lot is configured to have a relatively deeper front yard (side) than those typically found on a corner lot while still maintaining a full front yard (front) setback, thus limiting the rear and side yard areas.

F. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

The applicant indicates the purpose is for putting up a pool.

Staff finds addition of a swimming pool to be a reasonable usage of property and a typical function of owning a home, not exclusively a method of making more money out of the property.

G. That the alleged difficulty or hardship has not been created by any person presently having interest in the property.

The applicant indicates that the lot was configured during the original construction of the house.

Staff finds the hardship was created when the house was initially constructed and not by the current owners.

ATTACHMENTS

1. Application
2. Site Plan
3. Zoning Map
4. Future Land Use Map
5. Aerial Photo
6. Site Photos

RECOMMENDED ACTION

Planning and Zoning Commission recommend approval to the Village Board for variations from Section 13.2-1.B and Section 13.2.-1.C at 331 Hiawatha Drive, Parcel #19-28-154-001 to allow for a pool in the front yard (side) with the following conditions;

- 1) A plat of survey shall be submitted and the desired pool location shall be determined to conform to the zoning code by reference to the plat as well as any other applicable documents or regulations by the Community Development Department.
- 2) The pool location shall generally be in conformance with the proposed submitted location plan, depending upon site conditions, and such location shall not be in violation of other applicable zoning regulations exclusive of Section 13.2-1.B and Section 13.2.-1.C.



PLANNING & ZONING APPLICATION

Property Information

Common street address: 331 HIAWATHA DR.

PIN (Property Index Number): 19-28-154-001

Current Zoning: R2 Proposed Zoning: R2

Current Use: Residential Proposed Use: Residential

Is the request consistent with the Comprehensive Plan? _____

Number of Acres: .25 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): JEFF STOLTZ, ALICIA STOLTZ

Business/Firm Name (if applicable): _____

Address: 331 HIAWATHA DR.

City/State/Zip: LAKE IN THE HILLS, IL 60156

Phone Number: 847-483-4787

Email: ALICIALSTOLTZ@GMAIL.COM

Applicant Information

Name(s): JEFF STOLTZ, ALICIA STOLTZ

Business/Firm Name (if applicable): _____

Address: 331 HIAWATHA DR.

City/State/Zip: LAKE IN THE HILLS, IL 60156

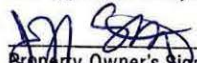
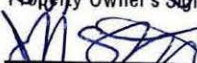
Phone Number: 847-483-4787

Email: ALICIALSTOLTZ@GMAIL.COM

PLANNING & ZONING APPLICATION
Page Two

1	2	3	4	5	6
Request	Select Request with "X"	Required Fee ac = acre	For Requirements See Appendix	Public Hearing Required See Appendix A2	Total Fee (enter amount per column 3)
Annexation		\$1,000/ac payable upon annexation	D	Yes	
Sketch Plan		\$0	E	No	
Tentative Plan		\$500 + \$10/ac	F	No	
Final Plat		\$500 + \$10/ac	G	No	
Plat of Vacation and/or Resubdivision Plat		\$500 + \$10/ac	H	No	
Conditional Use		\$500 + \$10/ac over 2 ac	I	Yes	
Rezoning		\$500 + \$10/ac over 2 ac	J	Yes	
Text Amendment		\$500	K	Yes	
Variance - Residential		\$100	L	Yes	
Variance - Non-Residential		0-2 ac = \$250 Over 2 ac = \$500	L	Yes	
Development Plan Review		\$500 + \$10/ac	M	No	
Total Fees - add column 6 (Separate Check)					
Additional Fees					
Stormwater Permit Application Fee to be paid at time of permit issuance (Separate Check)					
Minor = \$250 Intermediate or Major = \$1,000					
Reimbursement of Fees Required Appendix B = \$2,000 + \$100/acre for every acre over 5 acres (Separate Check)					

If the Village provides a sign to publicize a public hearing related to this application, the applicant accepts responsibility to ensure the sign is returned within one week after completion of the hearing. The applicant further agrees that if the sign is not returned, they will compensate the Village \$75.00 to allow for a replacement of the lost sign and agrees the Village may withhold approval of their application until payment is received.

 _____ Date 6/12/21 **If Owner/Applicant is a School District please, fill out and submit Appendix N**
 _____ Date 6/12/21

All required appendices and documentation shall be submitted with this application. Incomplete applications will not be processed.

PROPERTY ADDRESS/PIN 14-28-154-001

1. Please indicate the variation that is being sought, include section(s) and paragraph(s) of the Zoning Ordinance and any dimension(s) and a brief description of the proposed use, construction or development that prompted the request:

VARIATION FROM SECTION 13.2.C TO ALLOW FOR
A SWIMMING POOL TO BE LOCATED IN THE
FRONT (SIDE) YARD.

VARIATION FROM SECTION 13.2.B TO ALLOW FOR AN
ACCESSORY STRUCTURE TO BE LOCATED IN THE
FRONT (SIDE) YARD ON A REVERSED CORNER LOT
CLOSER TO THE FRONT YARD REQUIRED ON THE
ADJACENT LOT TO THE REAR.

PROPERTY ADDRESS/PIN 19-28-154-001

Standards and Findings of Facts for a Variance per Section 23.7 of the Zoning Ordinance

The Planning and Zoning Commission may recommend and the Board of Trustees shall permit a variation of the provisions of this Zoning Code, as authorized in this Section, only if the evidence, in the judgement of the Village sustains each of the following three conditions:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. **Explain how this standard is met.**

OUR LOT IS ORIENTED IN A WAY THAT MOST OF THE YARD IS ON THE SIDE (CORNER LOT)

2. The plight of the owner is due to unique circumstances. **Explain how this standard is met.**

WE HAVE VERY LITTLE SPACE BEHIND OUR HOUSE OUR "BACKYARD" IS ACTUALLY ON THE SIDE

3. The variation, if granted, will not alter the essential character of the locality. **Explain how this standard is met.**

WE ARE CHANGING THE CONFIGURATION OF THE LOT BY ADDING A POOL

PROPERTY ADDRESS/PIN 19-28-154-001

For the purpose of supplementing the above standards, the Village, in making this determination whenever there are practical difficulties or particular hardship, also shall take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

4. That the particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out. **Explain how this standard is met.**

THE ONLY AVAILABLE YARD SPACE IS IN THE
SIDE YARD

5. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification. **Explain how this standard is met.**

OUR LOT IS UNIQUE AND FAIRLY UNCOMMON
IN THE NEIGHBORHOOD

6. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property. **Explain how this standard is met.**

THE PURPOSE IS FOR PUTTING UP A POOL

7. That the alleged difficulty or hardship has not been created by any person presently having interest in the property. **Explain how this standard is met.**

THE LOT WAS CONFIGURED DURING ORIGINAL
BUILDING OF THE HOUSE

PROPERTY ADDRESS/PIN 19-28-154-001

8. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located. **Explain how this standard is met.**

THE POOL WILL BE SET WELL INTO THE LOT
AWAY FROM LOT LINES AND STREETS

9. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood. **Explain how this standard is met.**

THE POOL WILL BE A SUBSTANTIAL DISTANCE
FROM ALL OTHER STRUCTURES AND ADJACENT PROPERTY

JM STW

Applicant's Signature

6/24/21

Date

JM STW

Property Owner's Signature

6/24/21

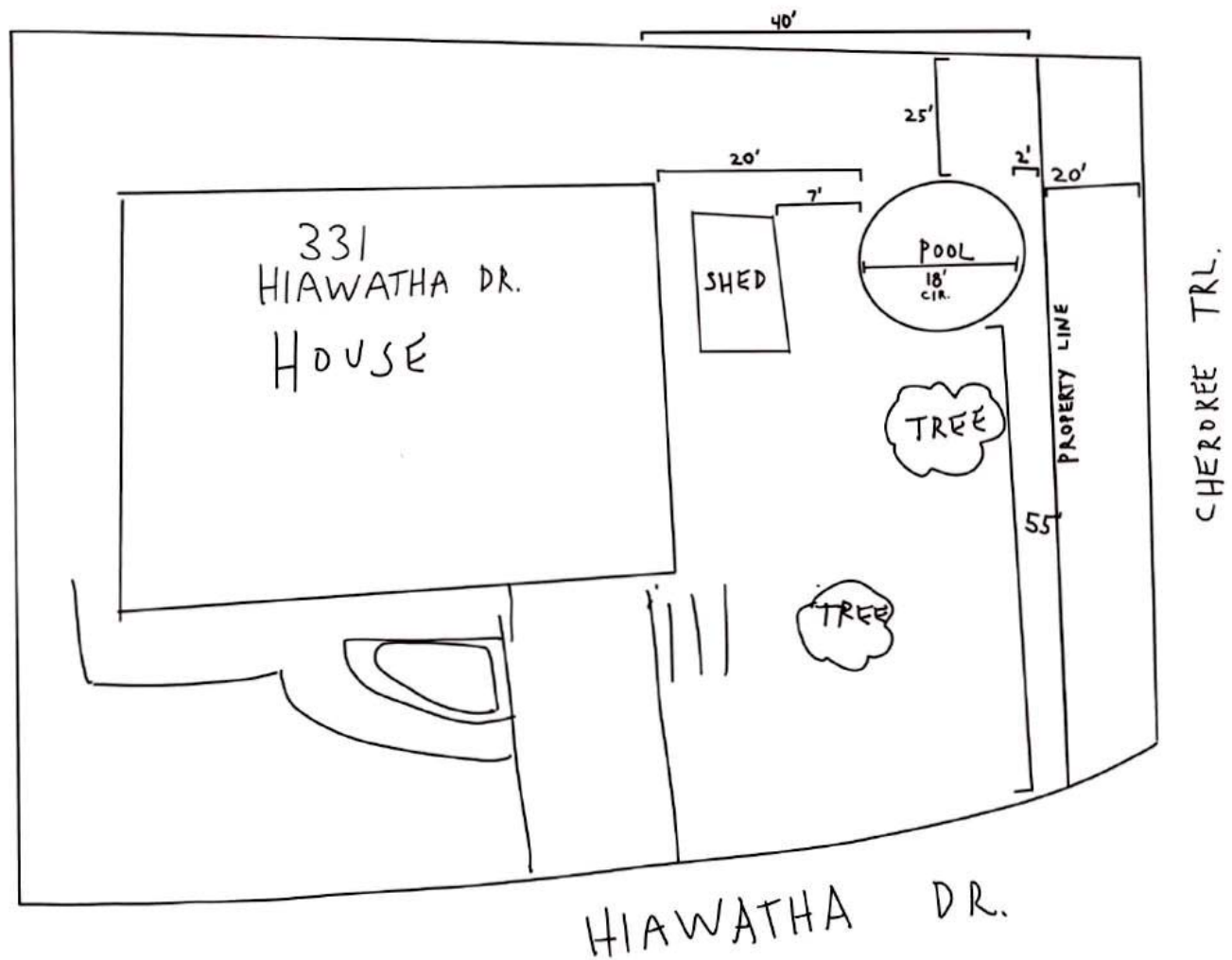
Date

Variation request for 331 Hiawatha Dr. From Section 13.2-1.B and Section 13.2.-1.C

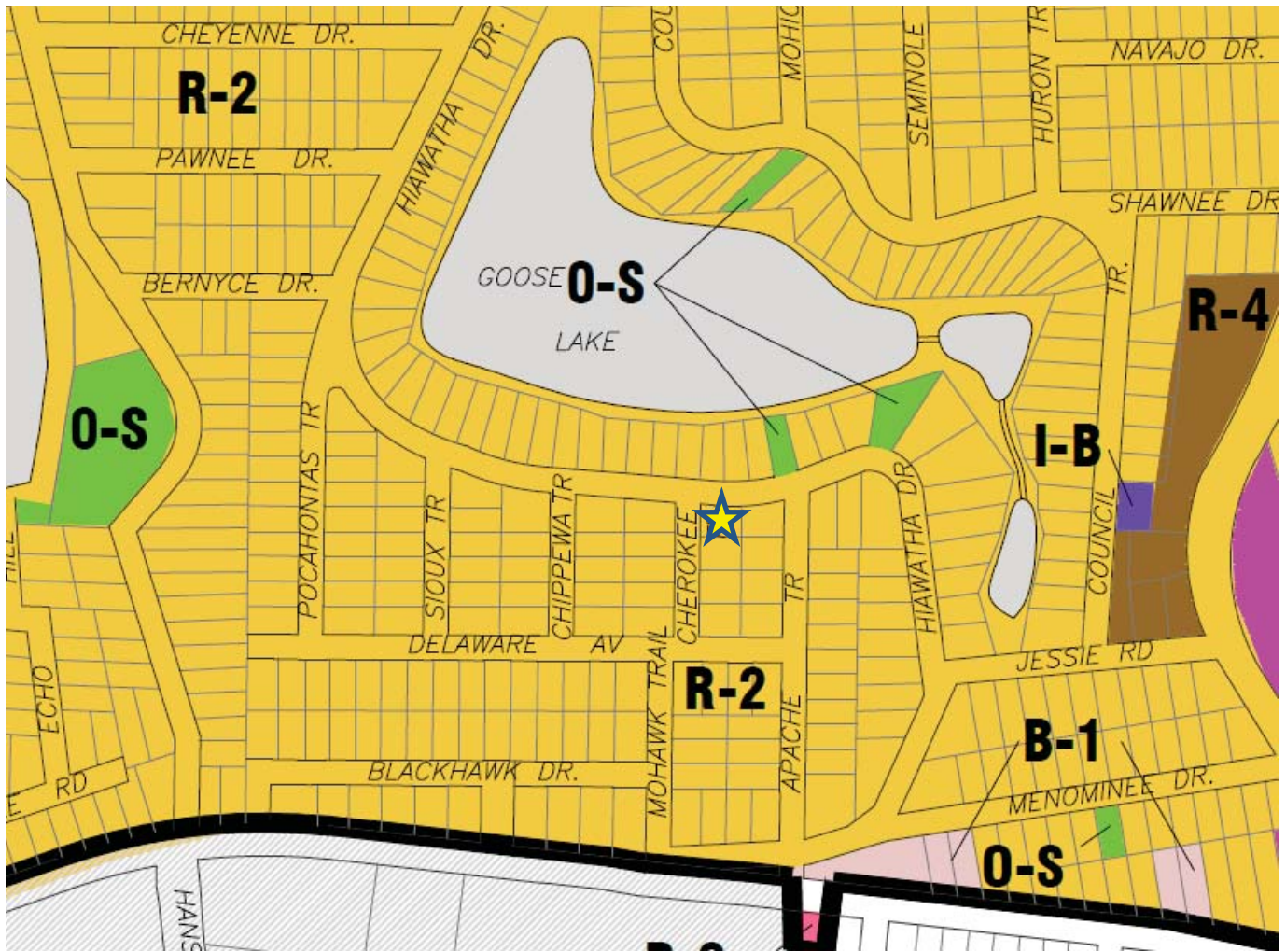


3. EXHIBITS

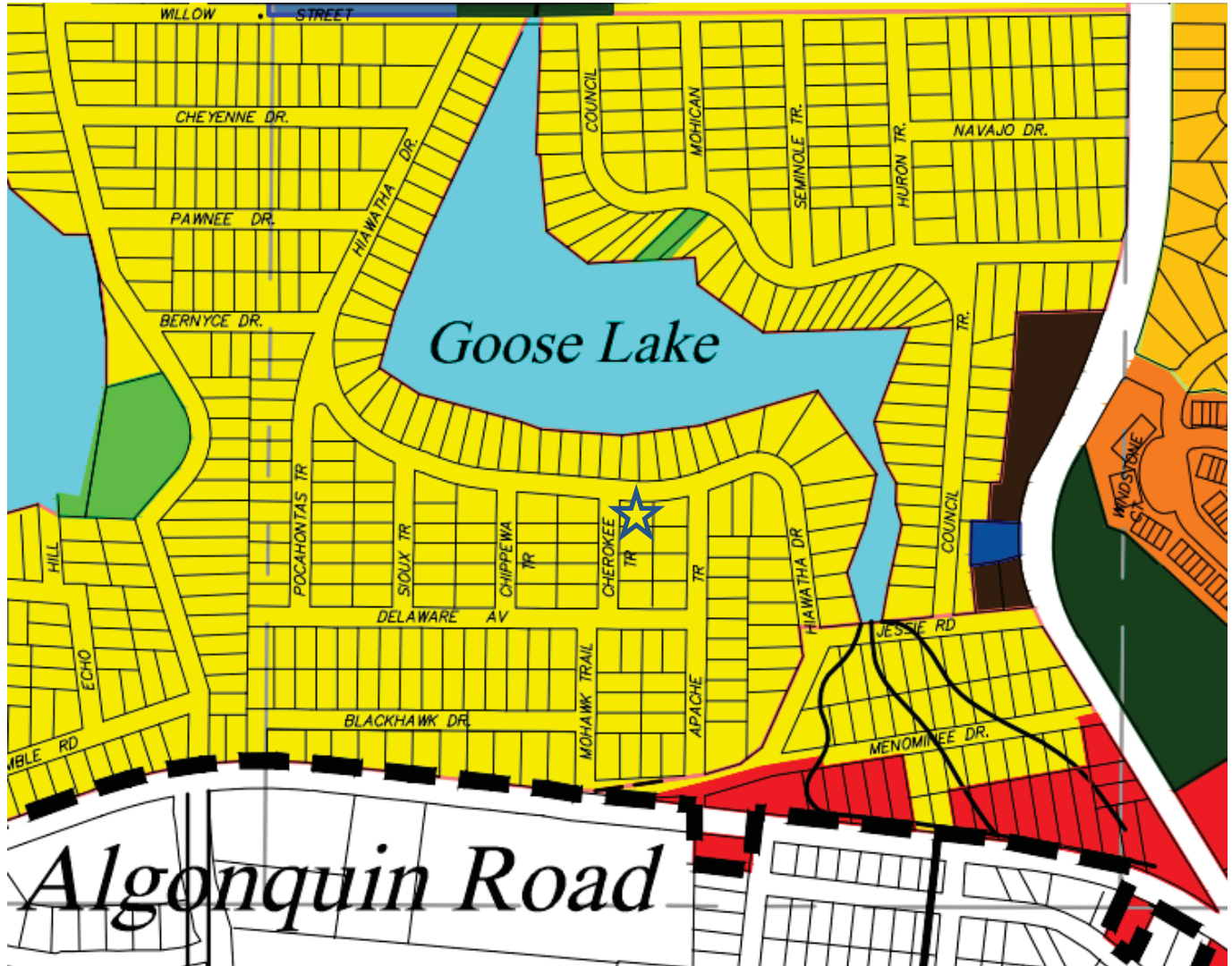
SITE PLAN




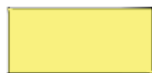


ZONING MAP



FUTURE LAND USE MAP



Legend

-  Estate Residential (< 2.0 units/ac.)
-  Low Density Residential (2.0 to 3.5 units/ac.)
-  Low Density Residential (> 3.5 to 4.5 units/ac.)
-  Medium Density Residential (> 4.5 to 7.5 units/ac.)

AERIAL PHOTO



SITE PHOTOS





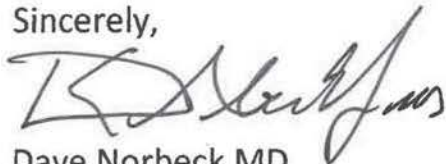
Joe DeMay
Chairman Planning and Zoning Commission
Lake in the Hills Village Hall
600 Harvest Gate
Lake in the Hills
Illinois, 60156

Dear Mr. DeMay,

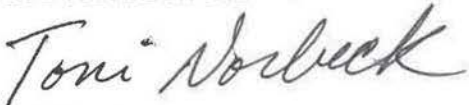
July 5th, 2021

My wife and I reside at 326 Hiawatha Drive in Lake in the Hills. We are neighbors of Jeff and Alicia Stoltz at 331 Hiawatha Drive, PIN #19-28-154-001. We will be unable to attend the meeting on Monday 7/12/21 regarding the variation to section 13.2-1 B and C. We wanted to let you know we fully support allowing the variation for the pool in the side yard. As an Orthopedic Surgeon I am aware of Alicia's orthopedic issues and I fully support her need for a pool to exercise in. So please consider us as fully supporting their request.

Sincerely,



Dave Norbeck MD



Toni Norbeck

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021 - ____

An Ordinance Granting Variations to Section 13.2-1.B and Section 13.2-1.C at 331 Hiawatha Drive, Parcel 19-28-154-001, to Allow for a Swimming Pool in the Front Yard (Side)

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, Jeff and Alicia Stoltz, applicants and owners of the subject property at 331 Hiawatha Drive petitioned the Village of Lake in the Hills requesting variations to Section 13.2-1.B and Section 13.2-1.C to allow for a swimming pool in the front yard (side); and

WHEREAS, a public hearing was held by the Village of Lake in the Hills Planning and Zoning Commission, after due notice in the manner provided by law; 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 variations to Section 13.2-1.B and Section 13.2-1.C to allow for a swimming pool in the front yard (side) at 331 Hiawatha Drive. Parcel 19-28-154-001 are hereby accepted.

SECTION 3: Approval of the variations for a swimming pool in the front yard (side), are hereby granted on the subject property. All plans shall comply with Village ordinances.

SECTION 4: Conditions. The approval granted in this Ordinance is granted expressly and specifically subject to the following condition:

1. The pool location shall generally be in conformance with the proposed submitted location plan, depending upon site conditions, as such location shall not be in violation of other applicable zoning regulations exclusive of Section 13.2-1.B and Section 13.2-1.C.

SECTION 5: The Village Board retains the authority to establish all rules for Planning & Zoning petitions, and to the extent that there are any technical defects in this petition, including without limitation the inclusion of a plat of survey with the original application, such defect is hereby waived. 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 6: 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 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: 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 29th day of July, 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 29TH DAY OF JULY, 2021

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau

Published: _____



REQUEST FOR BOARD ACTION

MEETING DATE: July 27, 2021

DEPARTMENT: Community Development

SUBJECT: Conditional Use for an Automotive Service use at 8304 Pingree Road

EXECUTIVE SUMMARY

Dariusz Saletnik, spelling corrected from Planning and Zoning Commission staff report and as reported during the meeting, requests a conditional use permit for operation of an Automotive Service, auto body & other repair, use at 8304 Pingree Road.

The subject property is currently in use as an Automobile Sales use and an Automobile Detailing use. The Automobile Sales use would be discontinued should the proposed conditional use be approved and the Automobile Detailing use would remain, corrected from Planning and Zoning Commission staff report and as reported during meeting. The following is a brief timeline of recent Conditional Uses approved for the property;

- In 1991 a major automobile repair Conditional Use was approved. The existing detail operation appears to be part of this use.
- In 1994 a rental vehicle storage Conditional Use was approved.
- In 2009 an automobile service Conditional Use was approved. The use has discontinued and the approval is no longer valid.
- In 2012 an automobile sales Conditional Use was approved. The use is ongoing.

Automotive Service is a use allowed as a Conditional Use in the B-4 District.

The Planning and Zoning Commission conducted a public hearing on July 12, 2021 for the petitioner's request. The Commissioners voted 5-0 to recommend approval of conditional use for Automotive Service at the July 12, 2021 meeting. There were no public comments. The approval included the following three staff-recommended conditions;

1. A plat of survey shall be submitted and the vehicle storage area configuration shall be determined to conform to the zoning code by reference to the plat, as well as any other applicable documents or regulations by the Community Development Department.
2. Vehicle storage shall not be allowed in the front or side yards. Only vehicles for customer/employee parking or repaired vehicles to be picked up by customer on the same day are allowed in the front or side yard and paved parking areas.
3. The proposed use and site configuration shall generally be in conformance with the proposed submitted location plan, depending upon site conditions, and such location shall not be in violation of all other applicable zoning regulations.

FINANCIAL IMPACT

None

ATTACHMENTS

- | | |
|-----------------|--------------|
| 1. Staff report | 3. Exhibits |
| 2. Application | 4. Ordinance |

RECOMMENDED MOTION

Motion to approve an Ordinance allowing Automotive Service as a conditional use, with conditions, at 8304 Pingree Road on Parcel 19-15-100-037.



REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION

PLANNING AND ZONING COMMISSION

MEETING DATE: July 12, 2021

DEPARTMENT: Community Development

SUBJECT: Conditional Use for an Automotive Service use at 8304 Pingree Road

EXECUTIVE SUMMARY

General Information

Requested Action: Darivez Saletnik requests a conditional use permit for operation of an automobile repair use at 8304 Pingree Road.

Owner: Missions Direct Inc. (Chicago Urban Missions Foundation, Inc.)

Applicant: Darivez Saletnik

Purpose: Operation of an automobile repair business.

Location and Size: 8304 Pingree Rd. – approximately 35,000 sq. ft.

Zoning and Land Use:

Site:	B-4 Business Commercial/Auto sales & detailing
North:	B-4 Business Commercial/Residential & vehicle storage
East:	B-4 Business Commercial/vehicle storage
South:	M-1 Manufacturing Limited/Manufacturing
West:	M-1 Manufacturing Limited/Quarry
Future Land Use:	Commercial

Background

The subject property is currently in use as an Automobile Sales use and an Automobile Detailing use. Both of these uses would be discontinued should the proposed conditional use be approved. The following is a brief timeline of recent Conditional Uses approved for the property;

- In 2009 an automobile service Conditional Use was approved. The use has discontinued and the approval is no longer valid.
- In 1994 a rental vehicle storage Conditional Use was approved. The use appears to be ongoing on the neighboring property, but not on the subject property.
- In 2012 an automobile sales Conditional Use was approved. The use is ongoing.

Automobile Service is a use allowed as a Conditional Use in the B-4 District.

Standards and Findings of Fact for a Conditional Use

The Planning and Zoning Commission may recommend and the Board of Trustees shall consider the following factors and how they are relevant to the specific conditional use requested:

- A. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;**

The applicant indicates auto repair facilities are in high demand, therefore the proposed Conditional Use will be in the best interest of the public and contribute to the general welfare of the community.

Staff finds a there to be a need for automobile service in this area as no other such businesses are located in the general area. The proposed use will provide a needed service and contribute to the general welfare of this industrial/commercial corridor and the Village.

- B. That the proposed use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;**

The applicant indicates they will comply with all health and safety rules and regulations pertaining to the operation of an automotive facility.

Staff finds the proposed use will not be detrimental to the health, safety, morals, or welfare of those working or living in the area and will not injure property values. A residential property is located next to the subject property; however, the residential use is located on B-4 property, has adequate landscaping and screening, and adequate fencing surrounds the rear storage area of the subject property, minimizing potential future conflicts.

- C. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;**

The applicant indicates the majority of other businesses surrounding this facility are industrial or manufacturing. The requested Conditional Use will have a positive impact on them and the community as a whole providing much needed auto repair service.

Staff finds the area to be a mixture of commercial and industrial properties. The area is anticipated to host additional commercial and industrial uses in the future and the proposed Conditional Use would not impede the anticipated growth of this area.

D. The extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village’s comprehensive planning documents;

The applicant states the proposed Conditional Use facility is located within an area that meets such planning guidelines. Automotive repair service is commercial in nature, which matches the goals of the Comprehensive Plan.

Staff finds Automotive Service to be allowable as Conditional Use in the B-3 General Business zoning district and that the subject property is located in a compatible “Commercial” land use district on the Future Land Use Map.

E. The amount of traffic congestion or hazards, if any, that may occur as a result of the conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation;

The applicant indicates there is enough parking and pedestrian access for the property. All the repairs are conducted inside the building, so the business will not be adding to traffic congestion or hazards.

Staff finds the site has adequate ingress and egress and would not create a traffic hazard. Pedestrian facilities are not located along Pingree Road; however, adequate sidewalks exist on-site. There are three (3) service bays, requiring nine (9) parking spaces. There are three (3) striped spaces, one handicap, and seven (7) spaces historically used as parking on the property. There is adequate loading area.

F. The extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities;

The applicant states the existing building was constructed with adequate public and private facilities and services for this Conditional Use and to operate the business.

Staff finds the use can be adequately served by essential public and private facilities, services, and utilities. The property is on public sewer; however, public water is not available. Therefore, the building does not have a sprinkler system and would need Fire Department approvals and potential facility upgrades to host certain uses associated with automobile repair.

G. That the proposed use will comply with the regulations and conditions specified in this Zoning Code for such use, and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees;

The applicant indicates the proposed use and building space will continue to comply with all applicable regulations of the zoning code.

Staff finds the proposed use will comply with related use zoning regulations specified in the zoning code and that any site plan review needed will require the applicant to comply with any applicable regulations. The current site plan shows all vehicle storage to be located in the rear of the property and not be visible from the street.

ATTACHMENTS

1. Application
2. Site Plan
3. Zoning Map
4. Future Land Use Map
5. Aerial Photo
6. Site Photos

RECOMMENDED ACTION

The Planning and Zoning Commission recommend approval to the Village Board for a Conditional Use for Automotive Service at 8304 Pingree Road on Parcel 19-15-100-037 with the following conditions:

- 1) A plat of survey shall be submitted and the vehicle storage area configuration shall be determined to conform to the zoning code by reference to the plat as well as any other applicable documents or regulations by the Community Development Department.
- 2) Vehicle storage shall not be allowed in the front or side yards. Only vehicles for customer/employee parking or repaired vehicles to be picked-up by customer on the same day are allowed in the front or side yard paved parking areas.
- 3) The proposed use and site configuration shall generally be in conformance with the proposed submitted location plan, depending upon site conditions, and such location shall not be in violation of other applicable zoning regulations.



PLANNING & ZONING APPLICATION

Property Information

Common street address: 8304 PINGREE RD

PIN (Property Index Number): 1915100037

Current Zoning: B-4 Proposed Zoning: CONDITIONAL USE

Current Use: CARWASH & AUTO SALES Proposed Use: AUTO REPAIR

Is the request consistent with the Comprehensive Plan? YES

Number of Acres: 0.82 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): DOC 2018R0035479 LT 1 ERICSONS RESUB MEMO: CHICAGO URBAN MISSIONS FOUNDATION INC.

Property Owner Information

Name(s):

Business/Firm Name (if applicable): Missions Direct Inc. (Formerly Chicago Urban Missions Foundation Inc)

Address: 323 S Commonwealth Ave

City/State/Zip: Elgin, IL 60123

Phone Number: 814-221-4173

Email: drtimbailey@gmail.com

Applicant Information

Name(s): Dariusz Saletnik

Business/Firm Name (if applicable): Mega Auto Care Inc.

Address: 728 Amsterdam St

City/State/Zip: Woodstock IL 60098

Phone Number: 773-895-8392

Email: megaautocareinc@gmail.com

PLANNING & ZONING APPLICATION

Page Two

1	2	3	4	5	6
Request	Select Request with "X"	Required Fee ac = acre	For Requirements See Appendix	Public Hearing Required See Appendix A2	Total Fee (enter amount per column 3)
Annexation		\$1,000/ac payable upon annexation	D	Yes	
Sketch Plan		\$0	E	No	
Tentative Plan		\$500 + \$10/ac	F	No	
Final Plat		\$500 + \$10/ac	G	No	
Plat of Vacation and/or Resubdivision Plat		\$500 + \$10/ac	H	No	
Conditional Use	X	\$500 + \$10/ac over 2 ac	I	Yes	\$ 500,-
Rezoning		\$500 + \$10/ac over 2 ac	J	Yes	
Text Amendment		\$500	K	Yes	
Variance – Residential		\$100	L	Yes	
Variance – Non-Residential		0-2 ac = \$250 Over 2 ac = \$500	L	Yes	
Development Plan Review		\$500 + \$10/ac	M	No	
Total Fees – add column 6 (Separate Check)					
Additional Fees					
Stormwater Permit Application Fee to be paid at time of permit issuance (Separate Check)					
Minor = \$250 Intermediate or Major = \$1,000					
Reimbursement of Fees Required Appendix B = \$2,000 + \$100/acre for every acre over 5 acres (Separate Check)					

If the Village provides a sign to publicize a public hearing related to this application, the applicant accepts responsibility to ensure the sign is returned within one week after completion of the hearing. The applicant further agrees that if the sign is not returned, they will compensate the Village \$75.00 to allow for a replacement of the lost sign and agrees the Village may withhold approval of their application until payment is received.

DocuSigned by:

 Property Owner's Signature

5/13/2021

Date

If Owner/Applicant is a School District please, fill out and submit Appendix N


 Applicant's Signature

5/19/2021

Date

All required appendices and documentation shall be submitted with this application. Incomplete applications will not be processed.



Property Address/PIN: 1915100037

**Standards and Findings of Facts
Per Section 24.6 of the Zoning Ordinance**

Before recommending any Conditional Use, the Planning and Zoning Commission and the Board of Trustees shall consider the following factors and how they are relevant to the specific conditional use being requested.

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will it contribute to the general welfare of the neighborhood or community? **Explain how this standard is met.**

Auto repair facilities are in high demand, therefore
the proposed conditional use will be in best interest
of public and contribute to general welfare
of community.

2. That the proposed use, under the circumstances of the particular case, will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. **Explain how this standard is met.**

Applicant will comply with all health and safety
rules and regulations pertaining to the operation
of an automotive facility.

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. **Explain how this standard is met.**

majority of other businesses surrounding this facility
are industrial or manufacturing. The requested
conditional use will have a positive impact on them
and the community as a whole providing much
needed auto repair service.

Property Address/PIN: _____

- 4. The extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents. **Explain how this standard is met.**

Proposed conditional use facility is located within area that meets such planning guidelines. Automotive repair service is commercial in nature, which matches the goals of comprehensive plan.

- 5. The amount of traffic congestion or hazards, if any, that may occur as a result of the conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation. **Explain how this standard is met.**

There is enough parking and pedestrian access for the property. All the repairs are conducted inside the building, so the business will not be adding to the traffic congestion or hazards.

- 6. The extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities. **Explain how this standard is met.**

The existing building was constructed with adequate public and private facilities and services for this conditional use, and to operate the business.

- 7. That the proposed use will comply with the regulations and conditions specified in this Zoning Code for such use, and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees. **Explain how this standard is met.**

The petitioner will follow regulations and conditions specified in the building code, together with any stipulations and conditions added by the Board of Trustees.

- 8. The Village may impose any other criteria as identified in the Zoning Code.

DocuSigned by:  5/13/2021
 Property Owner's Signature Date

 5/19/2021
 Applicant's Signature Date

Conditional Use request for 8304 Pingree Road for an Automotive Service use

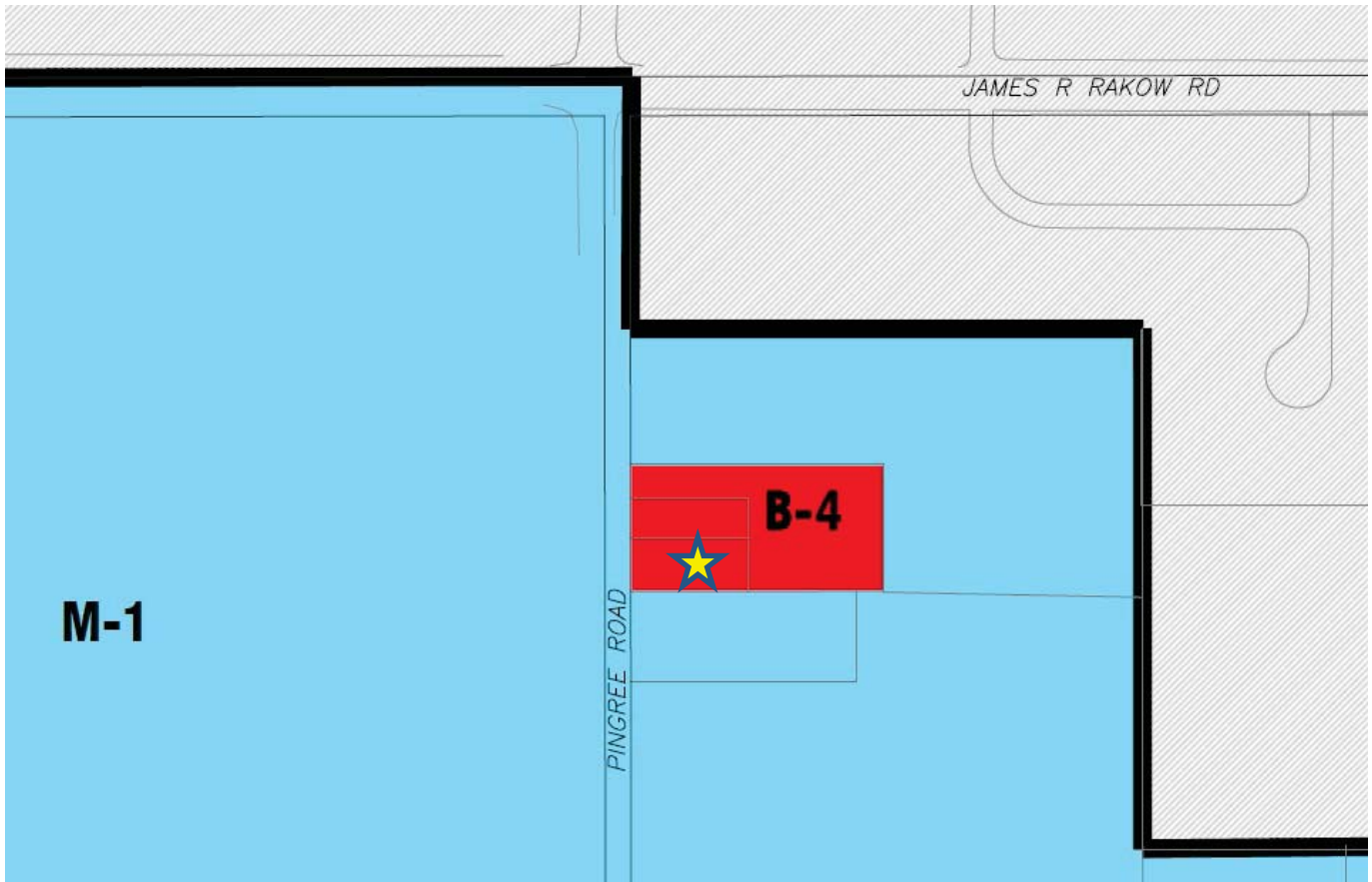


3. EXHIBITS

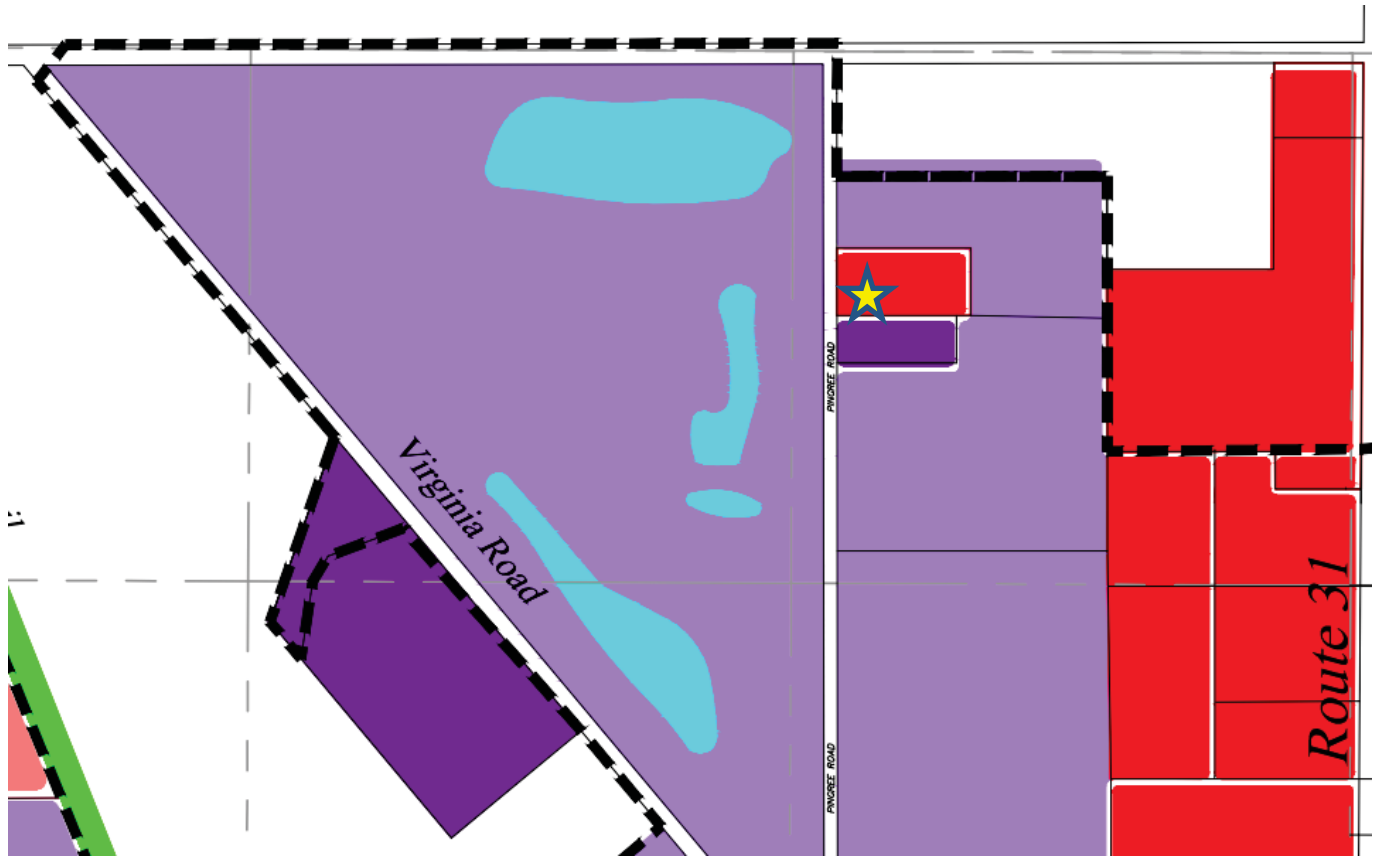
SITE PLAN INDICATING VEHICLE FOR REPAIR PARKING AREA



ZONING MAP



FUTURE LAND USE MAP



Commercial



Municipal/Government



Institutional

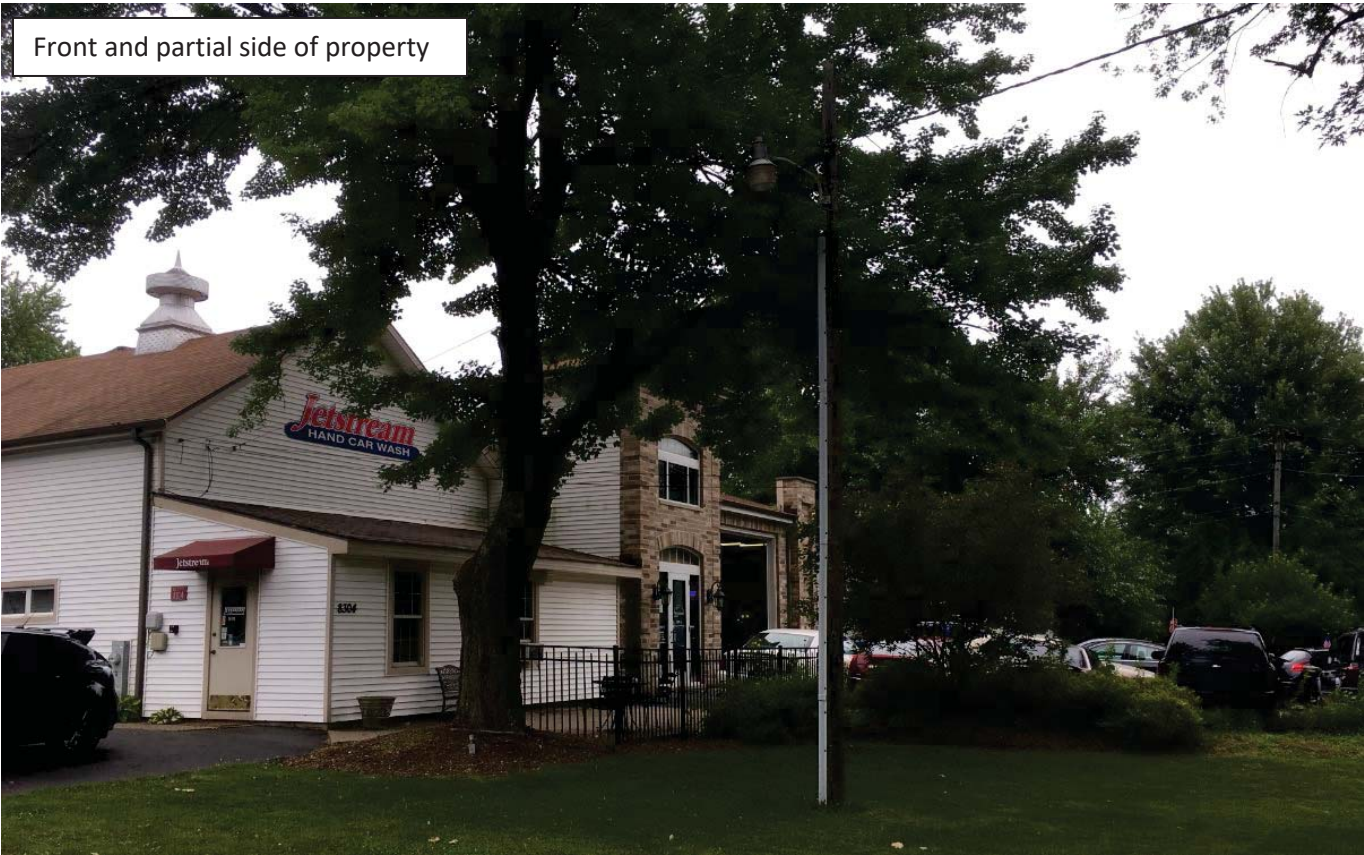


Manufacturing/Industrial

AERIAL PHOTO



SITE PHOTOS



Front of property



Rear of property



VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021 - ____

An Ordinance Granting a Conditional Use for an Automotive Service Use at 8304 Pingree Road on Parcel 19-15-100-037

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, Darivez Saletnik, applicant, petitioned the Village of Lake in the Hills requesting a Conditional Use for an Automotive Service Use at 8304 Pingree Road; and

WHEREAS, a public hearing was held by the Village of Lake in the Hills Planning and Zoning Commission, after due notice in the manner provided by law; 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 a Conditional Use for an Automotive Service at 8304 Pingree Drive, on Parcel 19-15-100-037 is hereby accepted.

SECTION 3: Approval of the Conditional Use for an Automotive Service, is hereby granted on the subject property. All plans shall comply with Village ordinances.

SECTION 4: Conditions. The approval granted in this Ordinance is granted expressly and specifically subject to the following conditions:

1. A plat of survey shall be submitted and the vehicle storage area configuration shall be determined to conform to the zoning code by reference to the plat, as well as any other applicable documents or regulations by the Community Development Department.

2. Vehicle storage shall not be allowed in the front or side yards. Only vehicles for customer/employee parking or repaired vehicles to be picked up by customer on the same day are allowed in the front or side yard and paved parking areas.
3. The proposed use and site configuration shall generally be in conformance with the proposed submitted location plan, depending upon site conditions, and such location shall not be in violation of all other applicable zoning regulations.

SECTION 5: The Village Board retains the authority to establish all rules for Planning & Zoning petitions, and to the extent that there are any technical defects in this petition, including without limitation the inclusion of a plat of survey with the original application, such defect is hereby waived. 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 6: 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 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: 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 29th day of July, 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 29TH DAY OF JULY, 2021

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____