



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

OCTOBER 26, 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 Strategic Goal and Objectives
 2. Triennial Salary Survey, Adjustment to Salary Schedule, and Adjustment to Salaries in Select Positions
 - B. Public Works
 1. Informational Item concerning Airport Transportation Improvement Program request for 2022 through 2027
 2. Ordinance approving a Ground Lease with John Kirchner for Hangar PAP-44
 3. Waive the Competitive Bidding and Purchase a Pickup Truck for the Airport
 4. Waive the Competitive Bidding and Award a Contract for the Well 16 Design/Build Project
 - C. Community Development
 1. Informational Item concerning the Economic Development Webpages
 2. Ordinance Granting a Variation to Section 7.4 Residential Bulk Chart at 6 Carl Court
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
 - A. Proclamation - Eagle Scout Nicholas Hammer (Thursday)
 - B. Proclamation - Family Court Awareness Month (Thursday)

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: October 26, 2021
DEPARTMENT: Administration
SUBJECT: Strategic Goal and Objectives

EXECUTIVE SUMMARY

In July, the Village Board considered strategic goals and related objectives they would like staff to focus their efforts on to improve overall performance. Since then, staff has developed specific initiatives related to each objective. The attached document provides the initiatives, anticipated deadlines for accomplishment, and lead department. These goals, objectives, and initiatives will be included in the FY 22 budget document.

FINANCIAL IMPACT

None

ATTACHMENTS

Strategic Goals and Objectives

SUGGESTED DIRECTION

Information is provided to keep the Board informed of initiatives the staff is taking to progress toward the goals and objectives identified and answer any questions.



Village of Lake in the Hills

Strategic Goals and Objectives

Approved July 2021

Goal:

- Improve development opportunities throughout the Village
 - **Objectives**
 - Develop plans identifying development opportunities and detail the feasibility, needs, and challenges of each opportunity
 - *Prepare conceptual plans for the Illinois Route 47 corridor, Ackman Road corridor, the Lehigh Hanson holdings north and south of the airport along Pyott Road, and the Illinois Route 31 corridor, to include proposed land uses, and road alignments by March 2022 (CD)*
 - *Prepare feasibility assessments for each conceptual plan to include site constraints, water and sewer availability and extension layouts, potential square footage of buildings, and present and potential development value by June 2022 (CD)*
 - Develop visual representations of how the potential development area will appear to give developers a better idea of the Village's plan and help to plan infrastructure needs
 - *Develop general transportation and utility scope and costs along with potential revenue sources, private and public development/agency partners, and timeframes for development by July 2022 (CD)*
 - *Develop building and parking layouts from prepared conceptual plans to illustrate potential building placement, parking configuration, and vehicular access/circulation by December 2022 (CD)*

Goal:

- Provide a wide array of outstanding parks and recreation programs to enhance quality of life for Village residents
 - **Objectives**
 - Review prior year's successful programs and research current industry trends in recreation programs to effectively use existing and planned infrastructure and improve the demand for our programming
 - *Quarterly review the ability to increase community engagement and participation through programs and events while effectively using existing infrastructure (AD)*
 - *Develop and implement a new strategy of value based recreational programming that meets participants' personal and social values by April 2022 (AD)*
 - *Evaluate where target audiences are spending their recreation time and/or money by October 2022 (AD)*
 - *Identify whether there are barriers to program registrations and utilize technology to assist in streamlining the process by May 2022 (AD)*



Village of Lake in the Hills

Strategic Goals and Objectives

Approved July 2021

- *Research trending recreation marketing tactics and assess those already in use to refine and identify opportunities to grow program interest by December 2022 (AD)*
- **Update and improve parks infrastructure to make the facilities more comprehensive and attract more regional users**
 - *Annually review and identify parks and facilities capable of administering a quality experience for youth, teens, or adults and develop a seasonal program plan rotation and implementation (AD)*
 - *Revise Parks Master Plan to identify shortfalls and improve recreational facilities by December 2022 (PW)*
- **Create new partnerships with other parks and recreation organizations to improve the efficiency, effectiveness, and breadth of our programming**
 - *Annually identify new opportunities to co-op with other recreation organizations to maximize the Village's return for a variety of events (AD)*
 - *Semi-annually review the partnership with NISRA by consulting on major community event plans to ensure inclusion opportunities for all populations (AD)*

Goal:

- Improve the financial health of all Village funds
 - **Objectives**
 - **Implement revenue growth without increasing property taxes for the average property owner**
 - *Annually update and distribute all prepared marketing materials, conceptual plans, and feasibility assessments to area brokers and property owners to generate development interest and assist with broker marketing and business planning efforts (CD)*
 - *List and update quarterly relevant larger available sites and buildings in relevant property databases and work with property brokers and owners (CD)*
 - *Update the Economic Development pages of the Village website monthly to provide current demographic data, promote Village assets, illustrate prepared concept plans and feasibility assessment for developable property, and provide enhanced property listings and market research capabilities to website users (CD)*
 - *Annually review and implement a strategy of value based recreational programming that meets participants' personal and social values (AD)*
 - *Annually identify fundraising opportunities during recreation events and increase sponsorships to support recreational programming (AD)*
 - *Identify potential grant opportunities to support the five-year capital program to ensure efficient expenditure of funds by March 2022 (PW)*
 - *Perform a review of the Village's recreational program offerings and develop target rates of return by November 2022 (AD)*



Village of Lake in the Hills

Strategic Goals and Objectives

Approved July 2021

- Review current expenses to ensure the efficiency of spending
 - *Review fee and fine values to ensure they are appropriate and provide reasonable rate of return based on costs to provide the service by July 2023 (ALL)*
 - *Research the features and use of existing software and technology assets to creatively optimize for cross-departmental integration or discontinuation by September 2022 (ALL)*

Goal:

- Improve Police facilities to meet current requirements and anticipated needs for a minimum of the next twenty years

○ Objectives

- Define the needs and objectives of the project including proposals for vacated facilities
 - *Complete Police Facility schematic design by August 2022 (PD)*
 - *Provide assistance with review and concepts by August 2022 (PW)*
 - *Develop intent for existing facilities May 2022 (PW)*
 - *Develop a plan to support the technology and security needs of the new facility (AD)*
- Develop a financial plan and project timeline to start construction no later than 2025.
 - *Create and include a Police Facility Construction Fund for FY22 Budget by December 2021 (FD)*
 - *Create a funding plan for the project and include it in budget documents by December 2022 (FD)*
 - *Develop a project timeline and include it in budget documents by December 2022 (PD)*

Goal:

- Improve the business climate for the small business community

○ Objectives

- Improve relations with the small business community to support their continued growth
 - *Send local home occupation businesses Village available space listings and new webpage link in order to encourage them to move their business to a Village retail or other commercial space by May 2022 (CD)*
 - *Host vendor training session for local small businesses on how to utilize Village webpages and market research tools by June 2022 (CD)*
- Expand support for the small business community beyond the local Chamber of Commerce
 - *Monthly send Algonquin-Lake in the Hills Chamber of Commerce and other area Chambers sponsorship materials for Village events (CD)*
 - *Quarterly prepare and distribute marketing materials to industry and tourism groups and publications in order to promote Village businesses in the indoor and outdoor recreation, medical, aviation, arts, tourism, and culinary commercial sectors (CD)*



REQUEST FOR BOARD ACTION

MEETING DATE: October 26, 2021

DEPARTMENT: Administration

SUBJECT: Triennial Salary Survey, Adjustment to Salary Schedule, and Adjustments to Salaries in Select Positions

EXECUTIVE SUMMARY

Staff recently completed the triennial salary survey as required by the Personnel Rules and Regulations. The last survey was completed in 2018. Both surveys were conducted by McGrath Human Resources Group. A copy of the most recent report is attached for your consideration.

Salary Survey

Data on equivalent positions was gathered from 17 comparable communities in northeast Illinois. This data was used to determine salary ranges for the various positions. Based on the policy in the Personnel Rules and Regulations, the Village targets to be at the 53% point to maintain our competitive position in a tight labor market while controlling costs. We cannot attain 53% in each position so it is acceptable to be plus or minus 10% across the positions within a pay grade.

After looking at market salaries and position responsibilities, the consultant recommended moving six positions to a higher pay grade to maintain competitiveness in the market and address internal compression issues. Additionally, at our request the consultant took a deeper look into the Recreation Coordinator, Recreation Supervisor, Recreation Superintendent, Police Communication Coordinator, and Police Records Supervisor positions. Changes were recommended in each of these positions except the Recreation Supervisor and Records Supervisor. The proposed changes are:

Current Pay Grade	Current Title	New Pay Grade
56	HR Coordinator	58
56	Property Maintenance Inspector	58
56	Recreation Coordinator	58
58	Building Inspector I	59
61	Communications Coordinator	62
62	Recreation Superintendent	64

These changes in pay grade would result in base pay increases for the HR Coordinator, Property Maintenance Inspector, two Recreation Coordinators, and the Recreation Superintendent. The other two positions are within the range of the pay grade so the change would only affect their ability to earn higher wages in the future.

The consultant also reviewed the salary ranges within the pay grades. It was noted that while the minimum and maximum values were acceptable, the position point in some pay grade groups was in the

thirty's percent wise, which is outside the expected limits. Under the Village's policy, an employ can earn a higher performance pay increase when they earn less than the position point. It is important to establish an appropriate position point to recognize and reward staff that is maintaining high levels of performance. Fixing this resulted in increases to the position point in pay grades 58 to 69. The increases were 7.8% or less for all the pay grades except pay grades 65 to 67 which were in the mid 11% range. It is important to note that these changes in the position point will not result in a salary increase, but will allow employees in these positions to earn higher performance pay increases until they meet the position point.

Administrator Recommended Changes to Salary Schedule

Two issues came to light during the Administrator's review of the salary schedule. The first is a pay compression issues between the Police Sergeants and Police Officers. In the consultant's revisions to the salary schedule, the minimum pay for a Sergeant is below the highest paid Officer and the position point is only 12% above. The Personnel Rules and Regulations call for an increase not to exceed 10%. This leaves little room for growth until the new Sergeant reaches the position point.

The proposed change to alleviate this compression involves two items. First is to increase the position point from the recommended \$118,002 to \$120,334. The new is the 53% point identified during the consultant's study. The consultant's proposed number is in the middle of the range between the pay grades above and below, so it has a level of artificiality. The second involves increasing the current pay rate for the existing Sergeants. The compression is exacerbated by the limit that we would not want to pay a new Sergeant more than an existing Sergeant. The last Sergeant promoted this year was limited to a 6% increase. With the potential of another Sergeant position becoming available in 2022, the compression issue will remain unless something is done to increase the spread between the lowest paid Sergeant and highest paid officer. Additionally, in the past few years total compensation has shown some officers make more in pay than some of the junior sergeants can earn even with overtime. I propose increasing the salary of all seven Police Sergeants by \$2,000 effective in January. The combination of the salary increase and the ability to earn greater performance based pay increases will help to reduce the impact of the pay compression between the Sergeants and the Officers. It will create a spillover compression problem with the most recent Deputy Chief promotion. To maintain the relative position between the positions it is suggested to provide a one-time annual pay increase to the Deputy Chief for Support Services of \$2,128. There is no impact on the Deputy Chief of Patrol Services.

I also looked into a concern about the Police Communication Coordinator. The consultant recommended moving the Communications Coordinator up one classification, which would not result in a pay increase. After discussion with Chief Frake, we concluded that organizational changes have increased the importance of this position and further change is needed. We recommend the Communications Coordinator's position be moved to pay grade 63, rather than the recommended pay grade 62, and increasing the pay \$8,860 as a one-time annual pay increase starting in January 2022.

FINANCIAL IMPACT

The changes requested will take effect January 2022. The minimums, position points, and maximums will be adjusted by a COLA in January as provided for in the Personnel Rules and Regulations. The COLA is half of the CPI which is capped at 4%. Since the CPI is running above 4% the COLA adjustment to the Salary Schedule for 2022 will be 2%. This is also the recommendation of the consultant. The changes will be reflected in the FY 22 Budget to be submitted next month.

ATTACHMENTS

1. Classification and Compensation Plan Executive Report
2. Proposed Salary Schedule

RECOMMENDED MOTION

Approve the proposed Salary Schedule for 2021 rates and recommended pay increases for Police Sergeants, the Police Communications Coordinator, and the Deputy Chief of Support Services effective January 2022.

Classification and Compensation Plan Update Executive Report

for



September 19, 2021



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Study Overview

McGrath Human Resources Group, Inc., an organization that specializes in public sector consulting, was commissioned by the Lake in the Hills to review position placements, update the current Compensation Schedule, and provide options to modify the Schedule for fiscal sustainability.

The purpose of this Study is to:

- ❖ Utilize the external market data provided by the Village
- ❖ Conduct a limited internal analysis of positions within The Lake in the Hills to account for external market factors and to ensure internal equity.
- ❖ Make recommendations to the current Compensation System that will attract and retain highly qualified employees, if appropriate.

Methodology

Data Collection

The Human Resources Department gathered the external market data for the project. The Consultants were provided the raw data for analysis.

Table 1: Comparable Organizations

Name of Comparable
Algonquin
Barrington
Batavia
Bloomington
Carpentersville
Cary
Geneva
Grayslake
Huntley
McHenry
Prospect Heights
Rolling Meadows
Roselle
Round Lake Beach
South Eglin
Wauconda
Woodstock

The market surveys gathered the following information: 2021 minimum, midpoint, and maximum salary for the position. Positions with less than three (3) participants were excluded since it was considered an insufficient sample size. Further, salaries that were considered statistically too high or low were eliminated when determining the market average.

Pay Range Market Analysis

It is standard compensation practice to establish a range around the Market Rate to determine if employee compensation is in line with the comparable market. Employees can mistakenly assume that if the average Market Rate is \$25,000, then their salary should align to the Market Rate, not realizing many factors attribute to being above or below a Market Rate. Compensation practices look at a range around the average Market Rate where an employee should be by the time the employee is fully functioning within his/her position. Traditionally, organizations establish a 5%-10% range around the Market Rate. Thus, if an employee is making between 40%-60% of the Market Rate, the employee is considered fairly compensated. In order to analyze the salaries, a Comp Ratio is used. This is a ratio of the Village's salary in relation to the external market data. A 50% Comp Ratio would mean that it is in line with the external Market. Again, the 10% range is utilized. Thus, if a Ratio is within 40%-60% the salary is within an acceptable range.

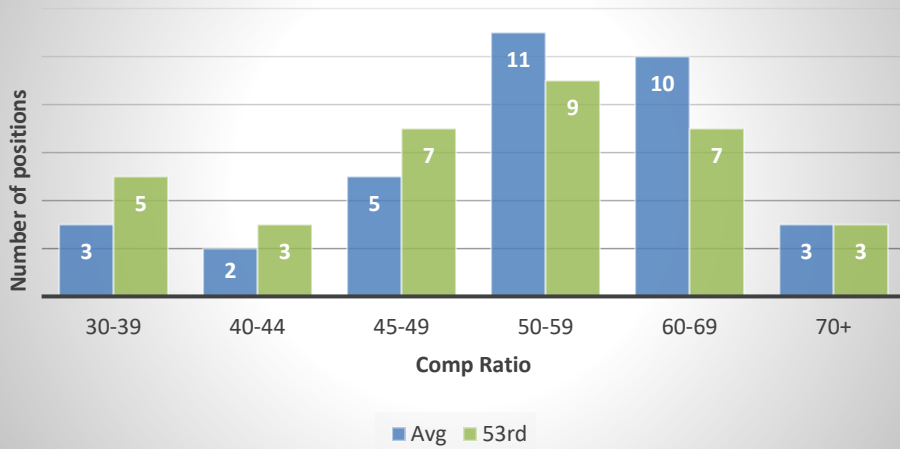
In the previous compensation study, the Village had determined that its compensation philosophy was to be slightly higher than the average market rate. Thus, the 2018 compensation study placed the grid at the 53rd percentile – or 3% higher than the average market rate.

Minimum Salary Comparison

When analyzing the external market data to the Village's current Compensation Schedule, the LITH has done well in keeping up the Salary Schedule to the average minimums. Fifty three percent (53%) of the minimums are in line with the external market. With that said, there are 9% of the positions that are below market and need adjustment – either to the Salary Schedule or to the pay grade placement. There are 6% of the positions that are within the acceptable range (40-44%) but have the potential to fall into the unacceptable range if not adjusted soon.

Figure 1: Minimum Market Analysis

Minimum to Market Analysis

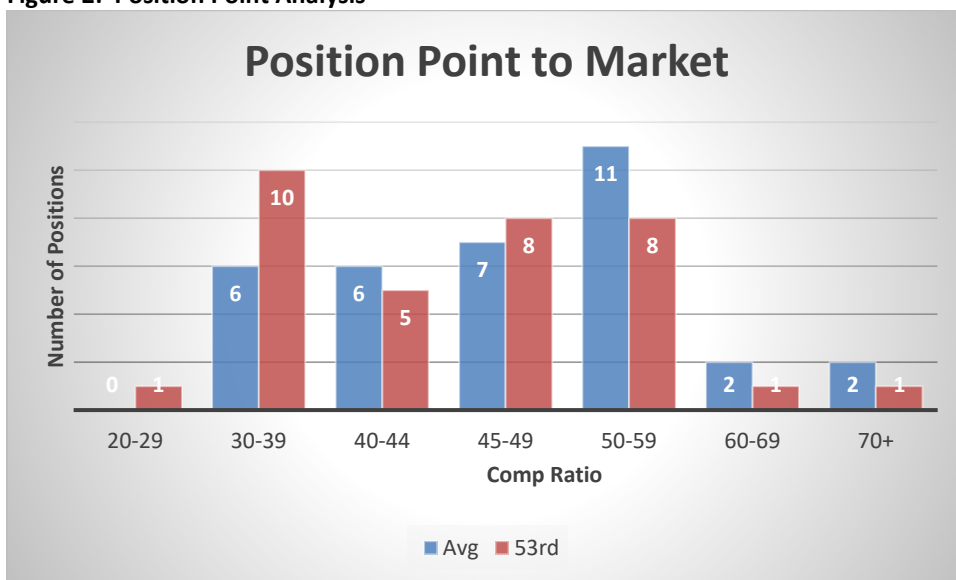


Forty – Sixty percent comp ratio is the acceptable span. The Village does not fare as well if comparing the minimum salary to the 53rd percentile. The number of positions at or below the 40th comp ratio begin to increase when compared to the 53rd percentile of the market. With a few exceptions, the schedule is at the average market rate.

Position Point Analysis

The Salary Schedule was built off the premise that Position Point was the average market rate. The Consultant conducted an analysis of the position point in relation to the average external market rate and the 53rd percentile to evaluate if the Salary Range has maintained its competitiveness with the external market.

Figure 2: Position Point Analysis



Overall, the current Salary Schedule is aligning with the average market rate. Only 6 of the benchmark positions have an average market rate lower than the Position Point. There are, however, 6 of the positions that are at risk of going below the acceptable rate. With that said, 71% of the positions are at the average market rate as compared to the Position Point.

As with the minimum market analysis, the schedule still remains, for the most part, close to the 53rd percentile at the position point. However, there are at least 11 positions that no longer align with the 53rd percentile; and another 5 that will probably fall below the 53rd percentile in the near future.

Market Data Summary

The Village's Salary Schedule, for the most part, has kept pace with the external market. With that said, the Consultant is concerned that much of the labor market is starting to amend their Salary Schedules to keep up with the economy and growing labor shortage. Thus, the health of the Salary Schedule may be short-lived if the economy continues on its current pace. If the current administration wants to maintain the average market rate, then little change needs to occur to the schedule. However, if the 53rd percentile is still the goal, then changes to the percentages of the range will need to occur.

Recommended Salary Adjustments

The Consultant recommends a few adjustments to the Salary Schedule to maintain the average market rate competitiveness and address internal compression issues. Included is a couple of changes to pay grades for some positions. The following positions should move to the recommended pay grade.

Position Pay Grade Adjustments

Current PG	Current Title	New Pay Grade
56	HR Coordinator	58
56	Property Maintenance Inspector	58
56	Recreation Coordinator	58
58	Building Inspector I	59
61	Communications Coordinator	62
62	Recreation Superintendent	64

Salary Schedule Adjustment

A slight adjustment to the percentage between pay grades is recommended throughout the schedule. The percentage change maintains the 53rd market percentile. In addition, the percentage change increases the minimums of some pay grades. With the current tight labor market and difficulty in finding qualified personnel, the slight increase in the minimum should assist the Village in recruitment efforts.

The consultant recommends that a minimum of 2% be placed on the schedule for 2022. The CPI is trending high with the current inflation, and although this may not last, most municipal and private sector entities are placing 2-3% on their wage scales to not only keep up with inflation, but also, remain competitive in a tightening labor market.

Appendix A: Recommended 2021 Salary Schedule – 53rd Percentile

Pay Grade	Status	Title	Department	2021 MIN	2021 Position Point	2021 MAX
50	N	Airport Service Technician	PW/Airport	\$14,7432	\$16,5125	\$21,3777
				\$30,666	\$34,346	\$44,466
51		No Position		\$15,4803	\$17,3381	\$22,4467
				\$32,199	\$36,063	\$46,689
52	N	Apprentice Mechanic	PW/Streets	\$17,0285	\$19,0719	\$24,6912
				\$35,419	\$39,670	\$51,358
53	N	Office Assistant	PW/Administration	\$17,2328	\$19,3007	\$24,9875
				\$35,844	\$40,146	\$51,974
54	N	No Position		\$18,9561	\$21,2308	\$27,4863
				\$39,429	\$44,160	\$57,172
55	N	Customer Service Specialist	Finance	\$20,8517	\$23,3539	\$30,2349
				\$43,372	\$48,576	\$62,889
56		No Position		\$22,9368	\$25,6893	\$33,2584
				\$47,709	\$53,434	\$69,177
57	N	Fiscal Specialist I	Finance	\$25,2305	\$28,2582	\$36,5842
				\$52,479	\$58,777	\$76,095
58	N	Administrative Specialist I	PW/Administration	\$27,2490	\$31,0840	\$39,5110
58	N	Administrative Specialist I	Finance	\$56,678	\$64,655	\$82,183
58	N	Communications Specialist	Administration			
58	N	Fiscal Specialist II	Finance			
58	N	Human Resource Coordinator	Administration			
58	N	Property Maintenance Inspector	Community Development			
58	N	Recreation Coordinator	Administration / Rec			
59	N	Administrative Specialist II	Police	\$29,4289	\$34,1924	\$42,6719
59	N	Administrative Specialist II	Administration	\$61,212	\$71,120	\$88,758
59	N	Building Inspector I	Community Development			
59	N	IT Specialist	Administration			
60	N	Building Inspector II	Community Development	\$31,7832	\$38,2955	\$46,0856
60	E	Recreation Supervisor	Administration/Rec	\$66,109	\$79,655	\$95,858

Pay Grade	Status	Title	Department	2021 MIN	2021 Position Point	2021 MAX
61	E	Accountant	Finance	\$34,325.9	\$41,359.1	\$49,772.5
61	N	Records Supervisor	Police/ Support Services	\$71,398	\$86,027	\$103,527
62	E	Communications Coordinator	Police	\$37,071.9	\$44,667.9	\$53,754.3
62	E	Economic Development Coordinator	Administration	\$77,110	\$92,909	\$111,809
63	E	Administrative Services Manager	Administration	\$40,037.7	\$48,241.3	\$58,054.6
63	E	Administrative Services Manager	PW/Administration	\$83,278	\$100,342	\$120,754
63	E	Social Services Coordinator	Police / Support Services			
64	E	Airport Manager	PW/Airport	\$43,240.7	\$54,030.3	\$62,698.9
64	E	Human Resources Manager	Administration	\$89,941	\$112,383	\$130,414
64	E	IT Manager	Administration			
64	E	Recreation Superintendent	Administration/Rec			
65	N	Sergeant		\$45,402.7	\$56,731.8	\$63,563.8
				\$94,438	\$118,002	\$132,213
66	E	Assistant Finance Director	Finance	\$47,564.7	\$59,568.4	\$64,212.5
66	E	Asst Community Development Director	Community Development	\$98,935	\$123,902	\$133,562
66	E	Public Properties Superintendent	PW/PP			
66	E	Streets Superintendent	PW/Streets			
66	E	Water Superintendent	PW/Water			
67	E	Deputy Chief - Patrol Services	Police/Administration	\$53,272.5	\$66,716.6	\$71,917.9
67	E	Deputy Chief - Support Services	Police/Administration	\$110,807	\$138,770	\$149,589
67	E	Assistant Village Administrator	Administration			
68	E	Community & Economic Development Director	Community Development	\$59,665.2	\$72,053.9	\$80,548.0
				\$124,104	\$149,872	\$167,540
69	E	Finance Director	Administration	\$65,631.7	\$79,259.3	\$88,602.9
69	E	Chief of Police	Police/Administration	\$136,514	\$164,859	\$184,294
69	E	Public Works Director	PW/Administration			
80	E	Village Administrator	Administration	\$77,446.7	\$91,148.2	\$104,551.4
				\$160,288	\$179,519	\$216,385

Recommended 2021 Salary Schedule – 53rd Percentile

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66	E	Streets Superintendent	PW/Streets			
66	E	Water Superintendent	PW/Water			
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67	E	Deputy Chief - Support Services	Police/Administration	\$110,807	\$138,770	\$149,589
67	E	Assistant Village Administrator	Administration			
68	E	Community & Economic Development Director	Community Development	\$59,665.2	\$72,053.9	\$80,548.0
				\$124,104	\$149,872	\$167,540
69	E	Finance Director	Administration	\$65,631.7	\$79,259.3	\$88,602.9
69	E	Chief of Police	Police/Administration	\$136,514	\$164,859	\$184,294
69	E	Public Works Director	PW/Administration			
80	E	Village Administrator	Administration	\$77,446.7	\$91,148.2	\$104,551.4
				\$160,288	\$179,519	\$216,385



INFORMATIONAL MEMORANDUM

MEETING DATE: October 26, 2021

DEPARTMENT: Public Works

SUBJECT: Airport Transportation Improvement Program Requests for 2022 through 2027

EXECUTIVE SUMMARY

The Illinois Department of Transportation Division of Aeronautics (IDOA) compiles a five-year spending plan for improvements to the Illinois airport system. The Village annually submits its plan for consideration into IDOA's plan. On October 12, 2021, Village staff met with IDOA personnel in a virtual meeting to discuss the possible timing of upcoming projects. Notable highlights of the meeting included:

1. Automated Weather Observing System (AWOS) - Replacement of the existing AWOS system appears to be scheduled for fiscal year 2022. If this project moves forward, the State would pay 90% of the replacement cost with the Village paying the remaining 10%. There would be no federal participation because the Federal Aviation Administration (FAA) would limit the type of AWOS equipment that could be used.
2. Runway Improvements -A discussion transpired about placing a third and final phase of the runway rehabilitation project in fiscal year 2022 to update the runway lighting and signage. Subject to Village Board approval, staff will begin planning for design services next year on this project with construction to occur in 2023.
3. Airport Fuel Truck Purchase - IDOA does not anticipate awarding the purchase of a new fuel truck using grant money in 2022 but encourages the Village to continue seeking funding for such a project given the age of the two existing fuel truck vehicles. Staff will once again seek grant money to purchase a new fuel truck in 2024 after full completion of the runway project.
4. Construct a General Aviation Apron - The Village impressed upon IDOA the importance of finding a solution for the lack of aircraft parking on ramp space by constructing a general aviation apron at midfield. Construction of the apron is currently scheduled for fiscal year 2025. This project would be the precursor to erecting a midfield terminal facility as currently shown on the Airport Layout Plan (ALP).

The attached tables outline the Village's projects for 2022 and beyond, subject to FAA and IDOA approval.

FINANCIAL IMPACT

The Airport's capital plan through 2027 is manageable without going below a fund reserve established at 15% of the airport's annual expenses. Despite this support, the TIPS plan does not financially obligate the airport in any way.

ATTACHMENTS

1. Draft Transportation Improvement Program Plan

SUGGESTED DIRECTION

Authorize Village staff to present the program to the Illinois Department of Transportation, Division of Aeronautics in December, 2021.

Transportation Improvement Program: Airports FY 2023-2027

Lake in the Hills Airport (3CK)

Lake in the Hills, Illinois

General Aviation

Sponsor Project Priority	AIP Priority Number	Year Requested	Project Title	Project Description	ELEMENTS REQUIRED				JUSTIFICATION				ESTIMATED COST			Notes / Comments	
					Project on ALP	Environmental Determination EA / CAT X / EIS	Clear Approaches (From 5010 Inspection Results)	Land Acquired	Apron Sizing Calcs	RGFE Evaluation Form	Bldg Size Calcs / Equipment Inventory	Federal		State	Local		Total
					Yes / No / NA	Pending or Approval Date	Yes / No	Yes / No / NA	Yes / No / NA	Yes / No / NA	Yes / No / NA	Discretionary / Apportionment	Entitlement				
Review - FY 2022 and Prior																	
A	77	2018	Obstruction Evaluation and ALP Redline; Phase 2	Reconstruct, Rehab. and Reprofile Runway 8/26 (75' x 3,800') to meet Design Standards - Phase 1 Obstruction Evaluation, Removal and Rwy Threshold Remark; Plan Development for Phase 1 Rehab.	Yes	CATEX Approved	No; Approaches will be Cleared as Part of the project	Yes	NA	NA	NA	\$0	\$112,500	\$6,250	\$6,250	\$125,000	Utilizing portion of FY2016 NPE; Programming Letter January 15, 2021.
B	73	2020	Acquire SRE	Acquire Snow Removal Equipment (SRE)	N/A	N/A	N/A	NA	NA	NA	NA	\$0	\$270,000	\$0	\$30,000	\$300,000	Portion of FY2016 (\$36,000), FY2017 and a portion of FY2018 (\$80,490) NPE will be utilized.
C	77	2021	Rehabilitate Runway 8/26 - Phase 2 Rehabilitation and Re-Profile	Reconstruct, Rehab. and Reprofile Runway 8/26 (75' x 3,800') to meet Design Standards - Phase 2 Rehabilitation and Overlay	Yes	CATEX Approved	Yes	Yes	NA	NA	NA	\$1,730,490	\$519,510	\$125,000	\$125,000	\$2,500,000	FY2019, FY2020, FY2021 and remaining portion of FY2018 (\$69,510) NPEs will be utilized.
D	77	2022	Rehabilitate Runway 8/26 - Phase 3 Electrical	Reconstruct and Rehabilitate Runway 8/26 to meet Design Standards - Phase 3 Lighting Sytem, Vault and Signage	Yes	To Be Completed	Yes	Yes	NA	NA	NA	\$705,000	\$150,000	\$47,500	\$47,500	\$950,000	Uses 2022 NPE funding.
FY 2023 - FY 2027 Program																	
1A	70	2023	Replace Automated Weather Observation System (Replace AWOS)	Replace Automated Weather Observation System (Replace Existing AWOS with AWOS-II) (Federal/State/Local Funding Option)	Yes	To Be Completed	Yes	Yes	NA	NA	NA	\$309,000	\$150,000	\$25,500	\$25,500	\$510,000	Current AWOS is over 15 Years old and parts are unavailable. Maintaining the system has become problematic. FY2023 NPE will be used. The Airport shall provide the annual maintenance costs.
1B	70	2023	Replace Automated Weather Observation System (Replace AWOS)	Replace Automated Weather Observation System (Replace Existing AWOS with AWOS-III) (State/Local Funding Option)	Yes	To Be Completed	Yes	Yes	NA	NA	NA		\$459,000	\$51,000	\$51,000	\$510,000	Current AWOS is over 15 Years old and parts are unavailable. Maintaining the system has become problematic. Project funding shall be 90% State / 10% Local.
2	60	2024	Acquire Fuel Truck	Acquire Fuel Truck	Yes	N/A	N/A	Yes	NA	NA	NA	\$270,000	\$0	\$0	\$30,000	\$300,000	Uses 2023 NPE funding if AWOS project is S/L project.
3	66	2025	Construct West Terminal Apron Phase 1	Construct New West GA Apron - Phase 1 to replace existing transient apron (currently located within the primary surface). Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 5.	Yes	To Be Completed	Yes	Yes	Yes	NA	NA	\$1,200,000	\$150,000	\$75,000	\$75,000	\$1,500,000	Uses 2024 NPE funding.
4	28	2026	Relocate Entrance Road	Relocate existing entrance road (presently in primary surface) to serve new terminal area (2,700 linear feet) (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 7).	Yes	To Be Completed	Yes	Yes	NA	NA	NA	\$997,500	\$150,000	\$63,750	\$63,750	\$1,275,000	Uses 2025 NPE funding.

Transportation Improvement Program: Airports FY 2023-2027

Lake in the Hills Airport (3CK)

Lake in the Hills, Illinois

General Aviation

Sponsor Project Priority	AIP Priority Number	Year Requested	Project Title	Project Description	ELEMENTS REQUIRED				JUSTIFICATION				ESTIMATED COST			Notes / Comments	
					Project on ALP	Environmental Determination EA / CAT X / EIS	Clear Approaches (From 5010 Inspection Results)	Land Acquired	Apron Sizing Calcs	RGFE Evaluation Form	Bldg Size Calcs / Equipment Inventory	Federal		State	Local		Total
					Yes / No / NA	Pending or Approval Date	Yes / No	Yes / No / NA	Yes / No / NA	Yes / No / NA	Yes / No / NA	Discretionary / Apportionment	Entitlement				
FY 2027 and Beyond																	
5	77	2027	Rehabilitate Runway 8/26 - Phase 4 Widening	Reconstruct and Rehabilitate Runway 8/26 to meet Design Standards - Phase 4 Widening	Yes	To Be Completed	Yes	Yes	NA	NA	NA	\$1,740,000	\$150,000	\$105,000	\$105,000	\$2,100,000	Uses 2026 NPE funding.
6	27	2027+	Construct Replacement Water Service	Furnish replacement water service (building presently in primary surface); extend fire protection water in replacement south terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 8).	Yes	To Be Completed	Yes	Yes	NA	NA Replacement by Standards	NA	\$666,000	\$0	\$37,000	\$37,000	\$740,000	
7	73	2027+	Acquire SRE	Acquire SRE	Yes	N/A	N/A	Yes	NA	NA	NA	\$450,000	\$0	\$0	\$50,000	\$500,000	
8	35	2027+	Construct Replacement Sewer Service	Furnish replacement sanitary sewer service (building presently in primary surface) in replacement south terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 9).	Yes	To Be Completed	Yes	Yes	NA	NA Replacement by Standards	NA	\$193,500	\$0	\$10,750	\$10,750	\$215,000	
9	28	2027+	Relocate Entrance Road Phase 2	Relocate existing entrance road (presently in primary surface) to serve new terminal area (1,500 linear feet) (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 7).	Yes	To Be Completed	Yes	Yes	NA	NA	NA	\$457,500	\$150,000	\$33,750	\$33,750	\$675,000	Uses 2027 NPE funding.
10	66	2027+	Construct West Terminal Apron Phase 2	Construct New West GA Apron - Phase 2 to replace existing transient apron (currently located within the primary surface). Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 5.	Yes	To Be Completed	Yes	Yes	Yes	NA	NA	\$1,350,000	\$0	\$75,000	\$75,000	\$1,500,000	
11	23	2027+	Construct Auto Parking	Construct replacement auto parking (presently in primary surface) in new terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 11).	Yes	To Be Completed	Yes	Yes	NA	NA	NA	\$229,500	\$0	\$12,750	\$12,750	\$255,000	
12	35	2027+	Construct Replacement Hangar Facilities	Construct replacement private hangar facilities (hangars presently in primary surface) in south terminal area; remove existing (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 10).	Yes	To Be Completed	Yes	Yes	NA	NA Replacement by Standards	NA	\$450,000	\$0	\$25,000	\$25,000	\$500,000	
13	67	2027+	Construction of Replacement Hangar Area Pavements	Grading, drainage and paving for replacement and new hangar area pavements in south terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 13).	Yes	To Be Completed	Yes	Yes	NA	NA Replacement by Standards	NA	\$1,215,000	\$0	\$67,500	\$67,500	\$1,350,000	
14	48	2027+	Construct SRE Building	Construct Snow Removal Equipment Building	Yes	To Be Completed	Yes	Yes	NA	NA	Yes	\$900,000	\$0	\$0	\$600,000	\$1,500,000	
15	39	2027+	Construct Replacement Terminal Building	Construct replacement terminal building (presently in primary surface) in south terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 12).	Yes	To Be Completed	Yes	Yes	NA	NA Replacement by Standards	NA	\$1,350,000	\$0	\$75,000	\$75,000	\$1,500,000	



REQUEST FOR BOARD ACTION

MEETING DATE: October 26, 2021

DEPARTMENT: Public Works

SUBJECT: Airport Ground Lease for Hangar PAP-44

EXECUTIVE SUMMARY

Staff seeks to enter into a twenty-year ground lease for hanger PAP-44 with John Kirchner.

The Lake in the Hills Airport Rules and Regulations require airport tenants to enter into applicable leases, licenses, or storage agreements for Village owned hangers. John Kirchner is requesting a new ground lease on hangar PAP-44. This lease is for the period of November 1, 2021 through October 31, 2041. The lease includes an option to renew for four additional five-year terms.

Mr. Kirchner has signed the appropriate lease form and submitted acceptable proof of insurance.

FINANCIAL IMPACT

The Airport Fund will receive \$2,390.04 annually from the ground lease and another \$264 from electrical fees, subject to annual increases approved by ordinance.

ATTACHMENTS

1. Proposed Ordinance
2. PAP-44 Ground Lease

RECOMMENDED MOTION

Motion to approve the Ordinance authorizing the Village President and Village Clerk to sign the ground lease for Hangar PAP-44 with John Kirchner.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021-_____

**An Ordinance Authorizing the Approval of a Ground Lease
between the Village of Lake in the Hills and John Kirchner
for PAP-44**

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 to license 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 the President is hereby authorized to enter into a Ground Lease between the Village and John Kirchner for PAP-44 at the Lake in the Hills Airport:

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 28th day of October, 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 28th DAY OF OCTOBER, 2021

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

VILLAGE OF LAKE IN THE HILLS
LAKE IN THE HILLS AIRPORT GROUND LEASE

THIS GROUND LEASE (this "Lease") made and entered into at Lake in the Hills, Illinois, this 28th day of October, 2021 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the "Lessor") and John Kirschner (the "Lessee").

W I T N E S S E T H:

WHEREAS, the Lessor does hereby let and lease to the Lessee the parcel of property depicted on Exhibit A attached to and by this reference incorporated into this Lease at the Lake in the Hills Airport (the "Airport"), which parcel of property is commonly known as:

PAP-44

Lot dimensions: Size B (42'3" x 18'; 16'5" x 20'7" approx.)

(The "Premises").

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on November 1, 2021 and shall continue for a period of 20 years and shall terminate October 31, 2041 (the "Initial Term") unless sooner terminated as hereinafter provided.

1.02 The Lessee shall have the option to renew this Lease for four (4) additional terms of five years (the "Extension Terms"), which Extension Terms shall commence on the day immediately following the last day of the then existing Term, provided (i) that the Lessee notifies the Lessor in writing (the "Extension Notice") at least 60 days prior to the expiration of the existing Term that the Lessee intends to renew this Lease for one of the Extension Terms; (ii) that the Lessee is not in default of any obligation or duty imposed upon it by this Lease; and (iii) that the Lessor may increase, modify, or otherwise alter, for the Extension Terms, the amount of rent paid by the Lessee. The Lessor shall notify the Lessee in writing of any rent increase (the "Rental Increase Notice") within 30 days of receipt of the Extension Notice. In the event the Lessee determines that the rental increase is unreasonable, the Lessee shall have 10 days after Lessor's delivery of the Rental Increase Notice to elect to terminate this Lease. In the event the Lessee elects to terminate this Lease pursuant to the terms of this Article 1.02, then the Lessee shall provide the Lessor with written notice (the "Termination Notice") of its intention to do so no later than 10 days after the Lessor's delivery of the Rental Increase Notice. In the event the Lessor does not receive the Termination Notice within the 10-day period of time, it shall be conclusively presumed that the Lessee has elected not to terminate this Lease

ARTICLE 2: USE

2.01 The Premises shall be used, occupied, and maintained by the Lessee for the sole purpose of supporting an Aircraft Hangar/Storage facility (the “Hangar”) for aircraft owned or leased by the Lessee and for lease for storage of other aircraft, and uses reasonably incidental thereto, and for no other purpose (the “Approved Uses”).

2.02 The Lessee shall not conduct any business activities or aviation-related activities other than the Approved Uses, unless the Lessee shall also have a separate and valid commercial activity agreement with the Lessor. The Lessee shall comply with (a) all applicable governmental laws, ordinances, codes, rules, and regulations and applicable orders and directions of public officers thereunder and (b) all requirements of carriers of insurance on the Premises respecting all matters of occupancy, condition, maintenance, and use of the Premises, whether any of the foregoing shall be directed to the Lessee or the Lessor, including but not limited to any environmental laws or regulations by any local, state, or federal government and the Airport rules and regulations.

2.03 The Lessee agrees to occupy the entire Premises and to properly maintain and operate the Approved Uses at all times during the term(s) of this Lease.

2.04 The Lessee shall be entitled to the non-exclusive use, in common with other users, of the public facilities of the Airport solely for the purpose of ingress and egress to and from the Premises. The Lessee shall not use the public areas for the transient or permanent tie-down of aircraft or for any purposes other than as expressly permitted by this Lease.

2.05 The Lessee shall, at the Lessee’s own expense, comply with all present and hereinafter enacted environmental laws, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq., Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., Safe Drinking Water Act, 42 U.S.C. Section 300 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., and the regulations promulgated thereunder and any other laws, regulations, and ordinances (whether enacted by the local, state or federal governments) now in effect or hereinafter enacted, that deal with the regulation or protection of the environment and hazardous materials. The Lessee shall not cause or permit any hazardous material to be used, generated, manufactured, produced, or stored on, under, or about the Premises. The Lessee shall not keep on the Premises any inflammables, such as gasoline, kerosene, naphtha, or benzine or other volatile chemicals or compounds or explosives or any other articles of intrinsically dangerous nature, except such materials and equipment commonly related to airplane maintenance. The Lessee further shall indemnify, defend, and hold harmless the Lessor from and against any and all liability, loss, damage, expense, penalties, and legal and investigation fees or costs arising from or related to any claim or action for injury or liability brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment of the Premises.

ARTICLE 3: RENT

3.01 The amount of rent payable to the Lessor (the “Rent”) is set forth on the rent schedule (“the Rent Schedule”) attached to and by this reference incorporated into this Lease as Exhibit B. The Rent, during the Initial Term and any Extension Term, is subject to an increased

adjustment by the Lessor on an annual basis based on the following: the current year's Rent multiplied by the Consumer Price Index (the "CPI") for the Chicago Metropolitan Area, up to a maximum 10 percent increase over the current year's rent. The CPI to be used for the preceding calculation shall be the CPI available for the most recent 12 month period. The first month's Rent shall be paid upon the execution of this Lease and each month's Rent thereafter shall be paid in advance on or before the first day of a calendar month during the term(s) of this Lease. Rent for any partial calendar month within the Term shall be prorated on a per diem basis assuming a 30-day month.

3.02 The Lessee agrees to pay all rent and any other amount owing hereunder on the due date thereof to the Lessor at its office at 600 Harvest Gate, Lake in the Hills, Illinois, or to such other person at such other address as the Lessor may from time to time designate in writing. The Lessee hereby agrees that the Lessee's obligation to pay such rent and other amounts shall be absolute and unconditional under all circumstances, including, without limitation, the following circumstances: (a) any setoff counter-claim, recoupment, defense, or other right that the Lessee may have against the Lessor, or anyone else for any reason whatsoever; (b) any damage to, loss, or destruction of the Premises or any interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever, unless directly caused by the negligent acts of Lessor; (c) any insolvency, bankruptcy, reorganization, or similar proceedings by or against the Lessee; and (d) any other event or circumstance whatsoever, whether or not similar to any of the foregoing. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statutes or otherwise, to terminate, cancel, quit, or surrender any portion of the Premises hereunder except in accordance with the expressed terms hereof. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise, except in the event of termination without the fault of Lessee or termination upon change of ownership in accordance with Article 12 of this Lease, or dis-affirmed by the Lessee, all remaining rent payments which would have become due and payable in accordance with the terms hereof had this Lease not been terminated or dis-affirmed in whole or part shall become immediately due and payable. Each rent or any other payment made by the Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Lessor for any reason whatsoever.

3.03 The Lessee shall also pay the Lessor a late charge upon payment of Rent after the tenth day of any month in the amount of 10 percent of the amount owed. Payment of a late charge to the Lessor shall in no way interfere with the Lessee's obligation to pay Rent on the first day of each month. Payment by the Lessee of a late charge shall not be deemed a waiver of or otherwise limit the Lessor's remedies under this Lease.

ARTICLE 4: LESSOR'S RIGHT TO RELOCATE LESSEE

4.01 The Lessee acknowledges that at any time during the term(s) of this Lease, the Lessor may need to relocate the Hangar to another comparable location at the Airport (the "Relocation"). In the event the Lessor determines in its sole and absolute discretion that Relocation is necessary, the Lessor shall provide the Lessee with 30 days written notice of its intention to relocate. The Hangar will be relocated to another location that, in the sole discretion of the Lessor, is comparable to the Premises, and the definition of the "Premises" shall be revised to reflect the new location. The Lessor will pay for the following costs of Relocation: preparation of the new site, relocation of the Hangar and hangar facilities onto the new site, and

all costs directly associated with the Relocation. The Lessee shall have no right to reimbursement from the Lessor for any costs incurred by the Lessee as a result of the Relocation, except for reasonable costs incurred by the Lessee as a result of Lessor's Relocation actions.

4.02 The Lessor shall not be responsible for theft, loss, injury, damage, or destruction of the Hangar or of any aircraft or other property on the Premises during the Relocation. The Lessee hereby releases and discharges the Lessor for the loss of or damage to the Lessee's property, except for that loss or damage arising out of the Lessor's negligence during the Relocation.

ARTICLE 5: CONDITION OF PREMISES; REPAIR

5.01 The Lessee has inspected the Premises and accepts the Premises in an "as is" condition. The Lessee acknowledges that its decision to enter into this Lease was based on its own knowledge and analysis and not on any representations by the Lessor, and the Lessee waives any and all claims against the Lessor in connections therewith. At the termination of this Lease, the Lessee shall, at Lessee's sole expense, remove the Hangar, including any foundation, and restore the Premises to a natural state, including grading and grass seeding.

5.02 The Lessee agrees, at its sole cost and expense, to repair, replace, or reconstruct the Hangar and other improvements located on the Premises that are damaged or destroyed by fire or other casualty, or required to be repaired, removed, or reconstructed by any governmental or military authority. Such repair, replacement, or reconstruction shall be accomplished within such time as may be reasonable under the circumstances after allowing for delays caused by strikes, lockouts, acts of God, fire, extraordinary weather conditions, or any other cause or casualty beyond the reasonable control of Lessee (the "Reasonable Time Period"). The design and specifications of such repair, replacement, or reconstruction shall be as determined by Lessee; but such work shall restore the Premises to not less than its condition prior to said need for repair.

ARTICLE 6: COVENANTS

The Lessee agrees to all of the following covenants:

(a) The Lessee shall not commit, suffer, or allow to be committed or suffered any acts of waste on the Premises, or commit or permit to be committed any acts which will in any way constitute a public or private nuisance or an unlawful or immoral act. Only the Approved Uses shall be permitted.

(b) All maintenance to the Hangar or other improvements or any repair of damages to same from any cause shall be the sole responsibility of the Lessee and shall be made in the Reasonable Time Period and at the Lessee's expense (unless such damage was caused by the negligence of the Lessor) and same shall comply fully with all applicable laws, ordinances, and other government regulations, codes, and directions.

(c) The Lessee shall not erect or install any sign of any kind anywhere in or on the Premises without the specific prior written consent of the Lessor. In addition, the Lessee shall not use any broadcast or audio advertising media, including but not limited to loudspeakers,

phonographs, or radio or television broadcasts, in a manner visible or audible outside of the Hangar.

(d) The Lessee shall not install any exterior lighting or plumbing fixtures, shades, or awnings or exterior decoration or paintings or build any enclosures or audio or television antenna, loudspeakers, sound amplifiers, or similar devices on the roof or exterior walls of the Hangar without the specific prior written consent of the Lessor.

(e) The Lessee shall store all trash and garbage within proper receptacles in the Hangar and around the Premises. The Lessee shall not burn any trash or garbage of any kind in or about the Premises.

ARTICLE 7: REMEDIES

7.01 In the event of any default by the Lessee with respect to any of the events below and the Lessee's failure to cure said default within 10 days after written notice thereof by the Lessor, the Lessor may immediately terminate this Lease and/or the Lessee's right to possession hereunder, and pursue any other remedy available to the Lessor at law or in equity and including, without limitation, those remedies set forth at the end of this Article, upon the happening of one or more of the following events:

- (a) The making by the Lessee of an assignment for the benefit of the creditors without the written consent of the Village Administrator;
- (b) The operation or supervision of any business other than the Approved Uses conducted in the Premises by the Lessee, or by anyone else, except only with the prior specific written consent of the Lessor;
- (c) The levying of a writ of execution or attachment on or against the property of the Lessee;
- (d) The doing, or permitting to be done, by the Lessee of any act which creates a mechanic's lien or claim therefor against the Premises or any part of the Premises;
- (e) The failure of the Lessee to pay any Rent when due, which shall not be in lieu of any statutorily prescribed remedies for the Lessee's failure to pay Rent but shall be in addition thereto;
- (f) If the estate created hereby shall be taken in execution or by other process of law or if proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of the Lessee or composition for the benefit of a creditor or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of the Lessee for any purpose and said proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein discharged within 10 days after the institution of said proceedings;

- (g) Any failure of the Lessee to keep and perform fully any of its covenants under this Lease;
- (h) The abandonment of the Premises by the Lessee or the discontinuance by the Lessee of the proper maintenance and operation of the Approved Uses for a consecutive period of three months or longer;
- (h) If the Lessee is a corporation, the sale of any of the Lessee's stock pledged for any purpose, whether by virtue of execution or otherwise.

7.02 Upon the event of a default hereunder by the Lessee, the Lessor shall have the right to cure the default, at its option, by any means reasonably necessary. In such event, the Lessee shall reimburse the Lessor for all reasonable costs incurred by the Lessor in curing the default.

7.03 Upon the termination of this Lease or the Lessee's right to possession hereunder, the Lessor may re-enter the Premises using such force as may be necessary and in compliance with applicable law and remove all persons, fixtures, property and equipment therefrom and the Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of possession of the term of this Lease. Upon termination of either the Lessee's right to possession or the Lease, the Lessor shall be entitled to recover immediately an amount equal to the minimum rent for the balance of the term less the amount of any minimum rental obtained from any other lessee for the balance of the term in the event the said premises are re-let. Upon and after entry into possession without termination of this Lease, the Lessor may, but need not, re-let the Premises or any part thereof for the account of the Lessee for such rent, for such time and upon such terms as the Lessor in its sole discretion shall determine.

ARTICLE 8: TAXES

The Premises is owned by the Lessor and is currently tax-exempt. Therefore, in the event the Lessee's operations on the Premises cause a tax to be assessed against, levied upon, or otherwise become payable in respect of the Premises or the use thereof, the Lessee shall pay all taxes relating to the Premises or to this Lease, including all real estate taxes, personal property taxes and leasehold taxes, unforeseen as well as foreseen, that are assessed against, levied upon and become payable in respect of the Premises or the use thereof during the term(s) of this Lease; provided, however, that in the event such taxes are imposed as a result of Lessor's actions under the Lease, then the Lessee shall not be responsible for said taxes. Such payment of taxes by Lessee shall be in addition to the payment of Rent.

ARTICLE 9: INSURANCE; INDEMNIFICATION

9.01 The Lessee shall, at Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy of airport liability and property damage insurance with respect to the Hangar and the Premises or any other occupant of the Premises, in which the limits of public liability shall not be less than \$1 million per occurrence. The policy shall name the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor 30 days prior written notice thereof. The insurance shall be with companies licensed to do business in the State of Illinois. The insurance shall be in a form reasonably

acceptable to the Lessor and a copy of the policy and a certificate of insurance shall be delivered to the Lessor prior to the commencement hereof. In the event the Lessee shall fail to procure said insurance, the Lessor may, but shall be under no obligation to, procure such insurance in which event the Lessee agrees to pay to the Lessor, as additional rent, the amount of premium therefore on the first day of the month following the month in which the Lessor notifies the Lessee of the amount of premium due hereunder.

9.02 The Lessee, shall at the Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy for fire and property damage insurance with respect to the Hangar and all other Lessee property contained on the Premises, as well as all other improvements on the Premises, in such amount and form, and with such companies, as the Lessor may reasonably determine. The Lessee shall, from time to time, as requested by the Lessor, deliver certificates of such insurance verifying coverage to the Lessor.

9.03 Except only to the extent otherwise prohibited by law, the Lessee covenants and agrees to indemnify and hold harmless the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney's fees, the Lessor may be required to pay as a result of acts and/or omissions of the Lessee or any agent of the Lessee.

ARTICLE 10: SUBORDINATION

The parties to this Lease desire that this Lease be prior in lien to all other documents, including mortgages, trust deeds, or other encumbrances that may hereafter be recorded against the Premises. Lessee agrees to subordinate any mortgage, trust deed, or other encumbrance that may hereafter be placed on the Premises, or to any advances to be made thereunder and to interest thereon and all renewals, replacements, and extensions thereof, to this Lease; and the Lessee agrees to execute any instrument or instruments which the Lessor may reasonably, at the Lessor's sole and complete discretion, require to effect such subordination, provided that the Lessee and its successors and assigns shall have the right to freely, peaceably, and quietly occupy and enjoy the full possession and use of said premises as long as the Lessee shall not be in default under this Lease, and subject to the Lessor's right to relocate the Lessee as set forth in Article 4 of this Lease. In the event of any mortgagee, trustee, or encumbrancer notifying the Lessee to that effect, this Lease shall be deemed prior in lien to said mortgage, trust deed, or encumbrance whether or not this Lease is dated prior to or subsequent to the date of said mortgage, trust deed, or encumbrance.

ARTICLE 11: IMPROVEMENTS; MECHANIC'S LIENS

11.01 This Section 11.01 is applicable if the Premises are unimproved as of the effective date of this Lease. During the term of this Lease, unless this Lease shall be sooner terminated in accordance with the terms hereof; the Lessee, at its sole cost and expense, shall construct or place on the Premises the Hangar and related improvements in accordance with the Lessee's plans and specifications as set forth in Exhibit C attached to and by this reference incorporated into this Lease (the "Plans"). The Hangar and related improvements shall be constructed in accordance with all applicable federal, state and local laws, codes, ordinances, and regulations and shall have the specific prior written approval of the Lessor.

11.02 All repairs, construction, modifications, alterations, or changes made by the Lessee to the Premises shall be done or contracted for only with the Lessor's specific prior written consent, which the Lessor may withhold for any reason that the Lessor deems sufficient. Notwithstanding anything to the contrary herein, no alterations to the Premises are allowed during the term(s) of this Lease except for the construction of the Hangar and related improvements. Any of the foregoing that the Lessee undertakes shall be done at the Lessee's sole cost and expense and none of the foregoing nor any other act shall be allowed or suffered which may create any mechanic's lien or claim for lien against the Premises. In the event any lien or claim for lien upon the Lessor's title or the Premises results from any act or neglect of the Lessee, and the Lessee fails to remove said lien or dismiss such claim for lien within 10 days after the Lessors notice to do so, the Lessor may, but need not, remove the lien or satisfy such claim for lien by paying the full amount thereof without any investigation or contest of the validity or amount thereof and the Lessee shall pay the Lessor promptly upon demand, and as additional rent, the amount paid out by the Lessor, including the Lessor's costs, expenses, and counsel fees.

ARTICLE 12: ASSIGNMENT OR SUBLETTING

The Lessee agrees not to assign, encumber, or in any manner transfer this Lease or any interest hereunder and not to permit the use or occupancy of the Premises, whether by license, concession or otherwise by anyone other than the Lessee without the specific prior written consent of the Lessor (which consent shall not be unreasonably denied); provided, however, that the Lessee may sublet the Premises for the remainder of the then existing Term with the prior written consent of the Lessor (which consent shall not be unreasonably denied) and subject to the terms of this Lease. Any assignment or subletting permitted hereunder shall not be deemed to relieve the Lessee of its obligation to pay rental and perform its other obligations hereunder. Consent by the Lessor of one assignment or one subletting or one use or occupancy of the Premises shall not constitute a waiver of the Lessor's rights under this Article as to any subsequent assignments, subletting, or use or occupancy. If the Lessee is a corporation or partnership, and if, during the term of this Lease, the ownership of the shares of stock or partnership interests which constitute control of the Lessee changes by reason of sale, gift, death, or otherwise, the Lessee shall provide the Lessor with written notice and confirmation of the new owner's intent to be bound by the terms of the Lease, along with evidence of the new owner's financial information to insure that the new owner is capable of performing the obligations set forth in this Lease. In the event the Lessor concludes, in the exercise of its discretion, that the new owner is not capable of performing the obligations under this Lease, the Lessor may at any time thereafter terminate this Lease by giving the Lessee written notice of such termination at least 30 days prior to the date of termination stated in the notice. Receipt of rent after such change of control shall not affect the Lessor's rights under the preceding sentence.

ARTICLE 13: UNTENANTABILITY

In the event that the Hangar shall be destroyed or so damaged by fire, explosion, windstorm, or other casualty as to be untenable, the Lessee shall within the Reasonable Time Period secure the Hangar and restore it in accordance with the terms of this Lease and rents due hereunder shall not be abated.

ARTICLE 14: SURRENDER OF PREMISES; HOLD OVER

14.01 At the expiration of the tenancy hereby created, whether by lapse of time or otherwise, or upon termination of the Lessee's right of possession, the Lessee shall immediately surrender possession of the Premises to the Lessor in good condition, and shall remove the Hangar and all other improvements therefrom. If such possession is not immediately surrendered, then the Lessor may immediately enter the Premises and possess itself thereof and remove all persons and effects therefrom using such force as may be necessary and in compliance with applicable law. If the Lessee shall fail or refuse to remove all of the Lessee's property from the Premises, then the Lessee shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to the Lessor without any cost either by set-off; credit, allowance, or otherwise, and the Lessor may at its option accept title to such property, or at the Lessee's expense may remove the same or any part thereof in any manner that the Lessor shall choose and store the same without incurring liability to the Lessee or any other person.

14.02 It is agreed and understood that any holding over by the Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rental of three times the current monthly rental, and in addition the Lessee shall be liable to the Lessor for all loss or damage on account of any holding over against the Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by the Lessor from the Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after any judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand, or suit or imply consent for any action for which the Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises and remove the structures.

ARTICLE 15: COSTS AND FEES

The Lessee shall pay upon demand all of the Lessor's costs, charges, and expenses, including fees of attorneys, agents, and others retained by the Lessor, incurred in enforcing any of the obligations of Lessee under this Lease or in any litigation, negotiation, or transaction in which the Lessor shall, without the Lessor's fault, become involved through or on account of this Lease. In the event it becomes necessary for either party hereto to file suit to enforce this Lease or any provision contained herein, the prevailing party in such suit shall be entitled to recover, in addition to all other remedies or damages provided for in this Lease, reasonable attorneys' fees and costs incurred in such suit at trial or on appeal or in connection with any bankruptcy or similar proceeding.

ARTICLE 16: SUCCESSORS AND ASSIGNS

The terms, covenants, and conditions hereof shall be binding upon, apply and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of; the parties hereto. No rights, however, shall inure to the benefit of any assignee or sub-lessee of the Lessee except only if such assignment or sublease has been specifically consented to by the Lessor in writing as provided herein.

ARTICLE 17: REMEDIES CUMULATIVE

All rights and remedies of the Lessor enumerated in this Lease shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently as often as occasion therefor arises.

ARTICLE 18: ESTOPPEL CERTIFICATE

Each party agrees at any time and from time to time, upon not less than 20 days prior written request by the other, to execute, acknowledge, and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect and the date to which the rental and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of this leasehold or the fee, or mortgagee or assignee of any mortgage upon this leasehold or the fee of the Premises.

ARTICLE 19: MISCELLANEOUS

19.01 The necessary grammatical changes required to make the provisions of this Lease apply to the past, present, and future and in the plural sense where appropriate and to corporations, associations, partnerships, or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

19.02 The laws of, but not the conflicts of law rules of, the State of Illinois shall govern the validity, performance, and enforcement of this Lease.

19.03 The headings of several articles contained herein are for convenience only and do not limit or construe the contents of the articles.

19.04 All of the covenants of this Lease are independent covenants. If any provisions of this Lease are found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then the remainder of the Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

19.05 Notwithstanding any other provision to the contrary herein, either Lessor or Lessee may, in its sole discretion, terminate this Lease upon 30 day's written notice to the other party.

ARTICLE 20: NOTICES

Any notices required or desired to be given under this Lease shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery, or (iv) given by facsimile transmission, with any such facsimile transmission confirmed by next business day overnight express delivery. Any notice shall be addressed to the party to receive it at the following address or at such other address as the party may from time to time direct in writing:

To the Lessee at:

John Kirschner
4006 E Crystal Lake Avenue
Crystal Lake, Illinois 60014

and to the Lessor at:

Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156
Attention: Village Administrator

with a copy to:

Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156
Attention: Airport Manager

Express Delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three days after deposit with the United States Postal Service. Facsimile notices shall be deemed given upon the date of transmission, provided that compliance is made with the remaining obligations of this Article 20.

ARTICLE 21: PRIOR AGREEMENTS

This Lease replaces and supersedes any other written or oral prior agreement, arrangement, or understanding between the Lessee and the Lessor or its agent, which prior agreement(s) shall be considered null and void and of no further effect whatsoever as of the date hereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above.

LESSOR VILLAGE OF LAKE IN THE HILLS

By: _____
Village President

Attest: _____
Village Clerk

[LESSEE] John Kirschner
By:

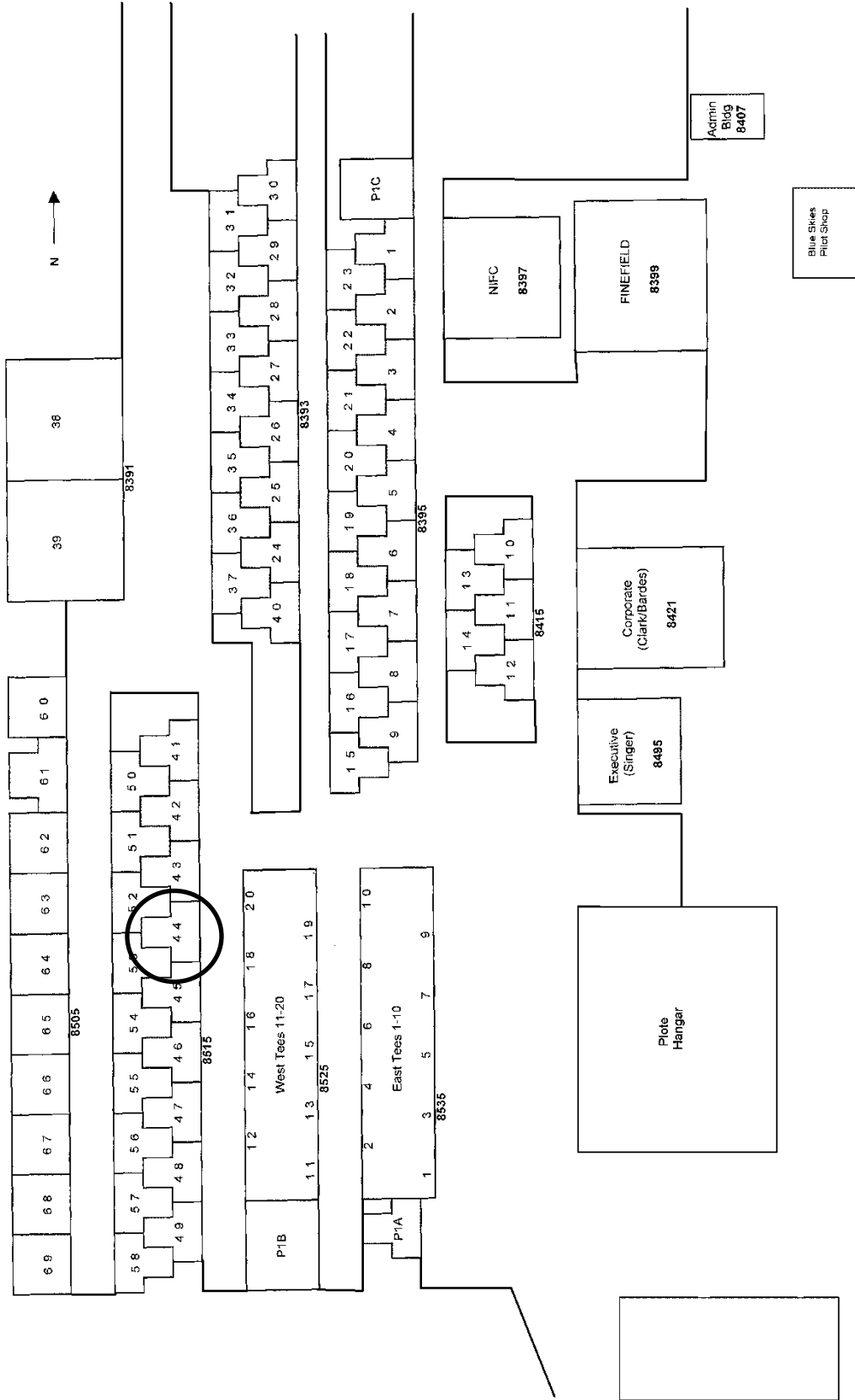
Title:
Attest: _____

By: _____

Title: _____

EXHIBIT A

Premises



**EXHIBIT B
RENT SCHEDULE**

Village Owned Facility Leases and Tie Downs

Description	Rate	Frequency
Hard surface tie downs	\$90.00	Monthly
Grass tie downs	\$60.00	Monthly
East and West T-Hangar Building Leases	\$299.00	Monthly
Maintenance Hangar Building Lease	\$2,881.78	Monthly
8603 Pyott Road Building Lease	\$2,075.91	Monthly

Description	Rate	Frequency
Grass Tie Down	\$5.00*	Daily
Hard Surface Tie Down or Ramp Area	\$10.00*	Daily
T-Hangar	\$30.00	Daily

Overnight Transient Storage

*\$5 or \$10 respectively of the overnight transient fees will be waived if the aircraft operator purchases at least 15 gallons of aviation fuel in conjunction with that overnight stay.

Description	Rate	Frequency
Square Hangars	\$12.42*	Cents per Month
T-Hangar Size A (39'3" x 14'8"; 16'6" x 14'7" approx..)	\$191.45	Monthly
T-Hangar Size B (42'3" x 18'; 16'5" x 20'7" approx..)	\$199.17	Monthly
T-Hangar Size C (46' x 21'; 19'6" x 23'8" approx..)	\$214.58	Monthly

Land Leases

*Per square foot of land area occupied based on the outside perimeter of the structure (rounded to the nearest foot) unless otherwise specified in the lease.

**Private Hangar Electrical Service Fee
Monthly Fee by Breaker Size and Configuration**

Breaker Size (Amps)	Monthly Fee (USD)	Comments
20	\$9	Single breaker serves 3 individual hangars
20	\$13	Single breaker serves 2 individual hangars
20	\$26	Fee per individual breaker
30	\$38	Fee per individual breaker
40	\$51	Fee per individual breaker
50	\$64	Fee per individual breaker
60	\$77	Fee per individual breaker

Disconnect/Reconnect – Electrical

If a tenant makes a request to the Village to disconnect Village provided electrical service to a private hangar, the disconnection may be completed subject to review to ensure it is feasible to complete the request. If the request is approved the tenant will not be allowed to reconnect to the Village provided electrical service for a period of 12 months. The 12-month period shall start on the date the electrical is disconnected to the private hangar. After the 12-month period, the tenant can submit a request to reconnect to the Village provided electrical service. The Village will charge a fee of \$65.00 to reconnect the Village provided electrical service.

Non-Aeronautical Storage

The following non-aeronautical storage lease rates shall be effective upon execution of a new lease:

Area in Square Feet	Monthly Rental Rate
10x10	\$33
10X30	\$75

Waiver to Late Fees

If a late fee is assessed according to the lease, a request to waive the late fee may be considered by the Village Finance Department. The late fee may be waived in the event all of the following conditions are met:

1. A written request to waive the late fee must be presented to the Finance Department; and
2. The Finance Department must receive the written request to waive the late fee by the last business day of the month the payment was due and was not received until after the 10th of the same month; and
3. The tenant has displayed a good payment history during the preceding 12 months. A good payment history shall be defined as having a) no late fees posted to the account, and b) no late fee waiver requested for the account during the preceding 12 months and c) no returned payments associated with the account.

EXHIBIT C

Plans

Not applicable.



REQUEST FOR BOARD ACTION

MEETING DATE: October 26, 2021

DEPARTMENT: Public Works

SUBJECT: Waive the Competitive Bidding and Purchase a Pickup Truck for the Airport

EXECUTIVE SUMMARY

Staff seeks Board approval to waive the competitive bidding process and purchase a 2011 Ford F-250 pickup truck from Autoland Outlets of Roscoe, IL in the amount of \$29,404.

The 2021 Village budget includes funds in the Airport Fund to purchase a replacement vehicle for unit 98, a 2006 pick-up truck that is used for snow removal purposes and year-round to haul tools and parts around the airport. The budget also includes funds to purchase a Ford Escape vehicle for use as a secondary operations vehicle capable of transporting multiple staff and customers. Earlier this year, staff learned that the Village was eligible for Federal Aviation Authority (FAA) grant money to procure the replacement for unit 98. As such, staff began working through the FAA grant process to procure the pick-up truck and delayed the purchase of the Ford Escape because a pickup truck is necessary for the day-to-day operation of the airport. Adding another passenger vehicle incapable of hauling tools, equipment, and passengers would hinder the airport's ability to serve its customers and carry out repairs to facilities and equipment.

Because the Village was using FAA grant money to procure the pick-up truck, the bid document was lengthier than most Village bid documents and contained several federal provisions that may have deterred potential bidders. Knowing this, staff contacted several pickup truck dealerships to try and encourage participation and had to reissue the bid after staff could not find dealerships to participate in the first bid. Although eight pickup truck dealerships/outfitters obtained copies of the rebid, Public Works received and opened only one sealed proposal on July 9, 2021, from Bonnell Industries of Dixon, IL, in the amount of \$63,656.

The pandemic has affected global vehicle supplies. New vehicles take longer to arrive and cost more than originally agreed to. On October 19, 102 days after opening Bonnell's bid the Village received official notice from Bonnell that they could no longer honor their price and delivery window for a new truck as Ford could not guarantee either. A condition of the grant required Bonnell to work through a Buy-American waiver with the Federal Aviation Authority (FAA) causing the process to take much longer than expected. During the time it took Bonnell to work through the process, unit 98 suffered a serious engine failure. Unit 98 was a police repossession on its second owner that was assigned to the airport in 2014 when the Village hired an Airport Manager to take over the fueling operation. Staff asked the Village's Lead Mechanic for an assessment of unit 98 as it pertained to the feasibility and appropriateness of replacing the engine. His evaluation revealed that in addition to the ruined engine, unit 98 also suffers from bed frame rot. With this in mind, staff determined that unit 98 was beyond repair and not worth additional investment, and that any truck Public Works can loan to the Airport at

this time is a surplus vehicle awaiting auction. This leaves the airport without any vehicle besides the Ford sedan courtesy car loaned to airport users when they fly in and need to attend a meeting or visit a restaurant for a meal. Since airport staff only have the Ford sedan left, they need a vehicle for snow removal purposes and to haul tools and fuel around the airport.

Since the bid process revealed that a new pick-up truck is not feasible at this time, staff immediately began sourcing used vehicles to maintain the level of operational service at the airport, locating a 2011 F-250 on a used-car lot in Roscoe, IL with an asking price of \$29,746. The Airport Manager and Lead Mechanic made a site visit on Wednesday, October 20 to assess the vehicle. The truck has been well-kept and had comparatively lower miles than almost all of the other trucks airport staff were able to locate. Most importantly, the frame of the truck is rust free. The dealer indicated they sourced the truck from Washington state. After some negotiation, staff was able to talk the dealer down to \$28,946 plus title and plates for an out-the-door price of \$29,404.

FINANCIAL IMPACT

The 2021 Village Budget contains \$26,568 in the Airport Fund for the purchase of the Ford Escape. Staff would like to purchase the 2011 F-250 from Autoland Outlets instead of pursuing the purchase of the Ford Escape. The cost of the used Ford F-250 pickup truck from Autoland Outlets of Roscoe, IL is \$29,404, which is \$2,836 over the budgeted amount of \$26,568. Although this purchase would be over budget, staff does not believe that a budget amendment will be necessary as the 2021 Airport Fund has sufficient funds as it contains \$47,230 for the purchase of unit 98.

ATTACHMENTS

1. Order Form and Vehicle Specifications
2. Capital Asset Form

RECOMMENDED MOTION

Motion to waive the competitive bidding process and purchase a 2011 Ford F-250 pickup truck from Autoland Outlets of Roscoe, IL in the amount of \$29,404.

ILAW LAWIL-BO20

UNITED | The Reynolds and Reynolds Company | UNITED

STANDARD BUYER'S ORDER



Date: 10/19/21

Purchaser Name and Address LAKE IN THE HILLS PUBLIC WORKS DEPARTMENT 600 HARVEST GATE LAKE IN THE HILLS, IL 60156 County: MCHENRY	Co-Purchaser Name and Address	Dealer Name and Address AUTOLAND OUTLETS, INC. 13156 LOVE RD. ROSCOE, IL 61073-
Email: Phone: Cell: (224) 241-4188	Email: Phone: (-) Cell: (-)	Salesperson: Jason Riggs Deal Number:

THIS BUYER'S ORDER IS FOR THE FOLLOWING NEW USED CAR TRUCK DEMO TO BE DELIVERED (ON OR ABOUT)

Year	Make	Model	Type	Trim	Color	Mileage	Stock #
2011	FORD	F-250 SUPER DUTY	2 DOOR STAND		GREEN	64614	10429
TRADE IN RECORD 1				VIN			
YR.	MAKE	MODEL	TYPE	1FDBF2B68BEC76B22			
COLOR	TRIM	MILEAGE		PRICE OF VEHICLE			28946.00
VIN	DEALER INSTALLED OPTIONS OR SERVICES						0.00
TITLE NO.	PLATE NO.	EXP. DATE		SELLING PRICE			28946.00
OWNER	LOAN #		LESS: GROSS TRADE ALLOWANCE				0.00
LIENHOLDER	PHONE		CASH DIFFERENCE			28946.00	
ADDRESS	SPOKE WITH		DOCUMENTARY SERVICE FEE			300.00	
AMOUNT	GOOD TILL	VERIFIED BY		OPTIONAL ERT FEE			
TRADE IN RECORD 2				TAXABLE TOTAL	29246.00		
YR.	MAKE	MODEL	TYPE	SALES TAX			0.00
COLOR	TRIM	MILEAGE		NON TAXABLE CHARGES			0.00
VIN	COUNTY TAX			0 MTHS/0 MI			0.00
TITLE NO.	PLATE NO.	EXP. DATE		STATE LICENSE AND TITLE			156.00
OWNER	LOAN #		SUB-TOTAL				29404.00
LIENHOLDER	PHONE		DEPOSIT / DOWNPAYMENT			0.00	
ADDRESS	SPOKE WITH		CASH DUE OR AMOUNT FINANCED ON DELIVERY				
AMOUNT	GOOD TILL	VERIFIED BY		*ESTIMATED BALANCE OWED ON TRADE			0.00
COLLISION COVERAGE				BALANCE DUE DEALER			29404.00
NAME OF AGENT	PHONE		DEALER INSTALLED OPTIONS OR SERVICES				
ADDRESS							
POLICY NUMBER	COLLISION DEDUCTIBLE						
INSURANCE CO.	SPOKE WITH						
EFFECTIVE DATE	EXP. DATE	VERIFIED BY					
10/19/2021	10/19/2021						
*Purchaser certifies that the information about the trade-in is correct including odometer information and the year of the vehicle and that the trade-in is not now and never has had a "rebuilt" or "salvage" title. Purchaser further certifies that he/she will pay the difference in cash within three days of demand if the payoff information is incorrect, and all outstanding liens are satisfied.				MILEAGE:		MILEAGE:	
(customer initials)				64614			

2011 Ford Super Duty F-250 4x4 Service Box XL

View this car on our website at autolandoutlets.com/7008522/ebrochure



Our Price **\$29,746**

Specifications:

Year:	2011
VIN:	1FDBF2B68BEC76822
Make:	Ford
Stock:	10429
Model/Trim:	Super Duty F-250 4x4 Service Box XL
Condition:	Pre-Owned
Body:	Pickup Truck
Exterior:	Forest Green Metallic
Engine:	6.2L SOHC 16-VALVE EFI NA V8 FLEX-FUEL ENGINE
Interior:	Gray Vinyl
Transmission:	TORQSHIFT 6-SPEED AUTOMATIC TRANSMISSION W/TOW/HAUL MODE
Mileage:	64,612
Drivetrain:	4 Wheel Drive



Many of our trucks are Rust Free Southern Units!!! We Buy-Sell-Trade call us for Availability and Pricing 815-525-5000. Dealer Shall in no way be held liable for any errors or omissions to be found on these webpages. All prices are plus any applicable state taxes and service fees. We will do our best to keep all the information current and accurate, however the dealership should be contacted for final pricing and availability. Autoland Outlets is the midwest Premier Truck Store. Over 250 Trucks in Stock!! Over 150 are Diesels! 3/4 Tons, 1 Tons, Regular, Extended and Crew Cabs. Plus: Dump Trucks, Utility Trucks, and much more! Many New Trucks Arriving Daily!!! Thousands of Satisfied Customers! Over 25 Years in Business. Updated Daily 888-240-8674 ILLINOIS WARRANTY MAY APPLY CALL DEALERSHIP FOR DETAILS

2011 Ford Super Duty F-250 4x4 Service Box XL

Autoland Outlets - 877-319-6060 - View this car on our website at autolandoutlets.com/7008522/ebrochure

Our Location :



2011 Ford Super Duty F-250 4x4 Service Box XL

Autoland Outlets - 877-319-6060 - View this car on our website at autolandoutlets.com/7008522/ebrochure

Installed Options

Interior

- (2) aux pwr outlets in instrument panel - (4) air registers w/positive shut-off
- 3-blink lane change signal- Air conditioning- Black vinyl full-floor covering
- Color-keyed cloth headliner
- Color-keyed molded door trim panel-inc: hard armrest, grab handle, reflector
- Color-keyed scuff plates- Dash-top tray
- Door operated dome lamp w/time delay off & IP switch
- Driver & front passenger grab handles- Driver manual lumbar support
- Dual color-keyed coat hooks
- Dual color-keyed vinyl sunvisors-inc: driver-side pocket, passenger-side mirror insert
- Front passenger-side roof ride handle- Glove box
- HD vinyl 40/20/40 split bench front seat -inc: center armrest, cupholder, storage
- Instrument panel mounted storage bin & trash bag hook - Map lamps
- Multifunction switch message center -inc: ice blue lighting, 3-button message control on steering wheel
- Oil minder system- SecuriLock anti-theft ignition- Tilt/telescoping steering column

Exterior

- (5) LT245/75R17E all-season BSW tires
- 17" argent painted steel wheels -inc: painted hub covers & center ornaments
- Black door handles- Black molded-in-color grille- Black painted rear bumper
- Black painted steel front bumper w/grained molded-in-color top cover & black lower air dam
- Box-rail & tailgate top-edge moldings- Dual beam jewel-effect headlamps
- Front fender vents- Front/rear license plate brackets- Full-size spare tire w/lock & carrier
- Interval windshield wipers- Manual telescoping trailer tow mirrors w/manual glass
- Pickup box/cargo lights- Removable locking tailgate w/black handle & TailGate Assist
- Solar tinted glass- Underhood service light

Safety

- (2) aux pwr outlets in instrument panel - (4) air registers w/positive shut-off
- 3-blink lane change signal- Air conditioning- Black vinyl full-floor covering
- Color-keyed cloth headliner
- Color-keyed molded door trim panel-inc: hard armrest, grab handle, reflector
- Color-keyed scuff plates- Dash-top tray
- Door operated dome lamp w/time delay off & IP switch
- Driver & front passenger grab handles- Driver manual lumbar support
- Dual color-keyed coat hooks
- Dual color-keyed vinyl sunvisors-inc: driver-side pocket, passenger-side mirror insert
- Front passenger-side roof ride handle- Glove box
- HD vinyl 40/20/40 split bench front seat -inc: center armrest, cupholder, storage
- Instrument panel mounted storage bin & trash bag hook - Map lamps
- Multifunction switch message center -inc: ice blue lighting, 3-button message control on steering wheel
- Oil minder system- SecuriLock anti-theft ignition- Tilt/telescoping steering column

Mechanical

- (2) front tow hooks- 12.5K trailer hitch receiver -inc: 2" hitch - 157-amp HD alternator
- 2-ton mechanical jack- 3.73 axle ratio (REQ: 996 Engine)- 4-wheel drive
- 6.2L SOHC 16-valve EFI NA V8 flex-fuel engine -inc: engine idle meter
- 72 amp/hr (650 CCA) battery
- 8' pickup box -inc: (6) tie-down hooks, partitionable & stackable storage
- Front stabilizer bar- HD gas shock absorbers - Manual transfer case & hubs
- Mono-beam front axle w/coil spring suspension- Pwr 4-wheel disc brakes w/vacuum boost
- Pwr steering w/steering damper- Stationary elevated engine idle control (SEIC)
- TorqShift 6-speed automatic transmission w/tow/haul mode (REQ: 996 Engine)
- Trailer tow pkg -inc: 7-wire harness w/relays, 7/4 pin combination connector

Option Packages

Factory Installed Packages

6.2L SOHC 16-VALVE EFI NA V8 FLEX-FUEL ENGINE
-inc: engine idle meter

TORQSHIFT 6-SPEED AUTOMATIC TRANSMISSION W/TOW/HAUL MODE

Autoland Outlets
autolandoutlets.com
 877-319-6060
 13156 Love Rd
 Roscoe, IL 61073

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CAPITAL ASSET REQUEST FORM

FUND:	Airport Operating & Maintenance
DEPARTMENT:	Public Works
DIVISION:	Airport

NAME OF ASSET OR PROJECT TITLE:

Ford Escape Operations Vehicle

TOTAL EXPECTED COST:

\$26,568.00

DESCRIPTION:

Purchase a Ford Escape SE All Wheel Drive.

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: Vehicle 98 has been the primary operational vehicle for airport staff since 2014. It is an extended cab pickup truck with no backseat serving numerous roles, including hauling trailers, refueling other airport vehicles, and transporting customers and staff members.
- 2: When airport staff have to transport customers or attend training sessions off-site, they have utilized the airport's courtesy car, which is made available to transient pilots. In 2019, the courtesy car was used 59 times. In 2018, the car was used 37 times. The courtesy car has also been utilized anytime truck 98 is down for maintenance. Over the last year, the maintenance of vehicle 98 has increased along with downtime, forcing staff to rely on the courtesy car more as a primary operations vehicle.

The airport is planning to replace vehicle 98 in 2021 with a new F-250. Adding a crew cab to enable that new truck to meet the operational needs of the airport as well as the ability to haul passengers would mean the truck is extremely long and not well suited for operating in tight spaces between hangars.

- 3: The airport is staffed five days a week by two people. In the summer months, that number is often 3 and 4 people. Sharing a single operations vehicle has become cumbersome to the efficiency of the operation, and as demonstrated above, the courtesy car is provided not for use by staff but by pilots and passengers. By purchasing a second operations vehicle, the courtesy car will be utilized for its intended purpose 100% of the time and staff will not have to share a single resource during busy times.





REQUEST FOR BOARD ACTION

MEETING DATE: October 26, 2021

DEPARTMENT: Public Works

SUBJECT: Waive the Competitive Bidding and Award a Contract for the Well 16 Design/Build Project.

EXECUTIVE SUMMARY

Staff seeks Board approval to waive competitive bidding requirements and award a contract for the Well 16 Rehabilitation Project to Concentric Integration, LLC in the amount of \$92,870

In 2017, staff presented a plan for a multi-year water treatment facility upgrade project for each of the eight Village well houses. The Village completed a design/build project for Well 14 in 2018, Wells 12 and 6 in 2019 and Well 11 in 2020. The projects brought much needed control and process upgrades to the aging water treatment facilities. All projects concluded on time and within budget.

Earlier this year, staff met with representatives from Concentric Integration, the Village's water resources and controls engineer to design the Well 10 and the Well 16 improvements budgeted for FY21. Similar to the upgrades performed at Wells 14, 12, 6, 10 and 11, both projects consist of two components; upgrading the SCADA system controls, and replacing and upgrading the mechanical valves and actuators. Concentric Integration performs the SCADA system control upgrades and staff procures and installs the mechanical valves and actuators. To procure the valves and actuators, staff issued a Request for Proposal (RFP) earlier this year and the Village approved a contract award for those items in March.

The Village awarded a contract for the Well 10 project to Concentric Integration earlier this year. When Well 16 experienced a pump and motor failure, staff determined it was not in the Village's best interest to continue that project as having two water treatment plants down during the dry and hot summer months would have stretched our capacity. This factor pushed back the start of the Well 16 project. Now that the Well 10 project is nearing completion, staff requests Village Board approval of a contract award to Concentric Integration for the Well 16 improvement project.

FINANCIAL IMPACT

The Village's 2021 budget includes \$25,000 for professional engineering oversight and \$250,000 for the electrical and mechanical componentry upgrade work for Wells 10 and 16 for a total project budget amount of \$275,000. If approved, the \$92,870 contract with Concentric Integration for the Well 16 project, along with a previous purchase order of \$121,000 for Concentric's work at Well 10 and \$43,107 for the procurement of valves and actuators for both locations, the total for both projects and purchase of valves and actuators comes in at \$18,023 under the budgeted amount.

ATTACHMENTS

1. Recommendation Memo
2. Concentric Integration Proposal

RECOMMENDED MOTION

Motion to waive the competitive bidding requirement and award a contract to Concentric Integration, LLC for the SCADA system upgrade portion of the Well 16 design/build project in the amount of \$92,870.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Ryan McDillon, Water Superintendent
Date: October 21, 2021
Subject: Well 16 Rehabilitation

The Villages Well 16 Treatment Plant has served the Village well for many years. Several major components are original to the facility and have become unserviceable or obsolete. The Village has collaborated with Concentric integration on Wells 14, 12, 6, 10 and 11 on design build projects to rehab these facilities.

It is my recommendation that the Village again partner with Concentric Integration for the purposes of the Well 16 Rehabilitation project at a cost of \$92,870 for design and construction oversight.



Project Proposal

September 1, 2021

Mr. Tom Migatz
Director of Public Works
Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, IL 60156

Subject: Well 16 Water Treatment Plant Rehabilitation

Concentric Project Number: 201366.50

Dear Mr. Migatz:

The Village's Well 16 Water Treatment Plant (WTP) has served the Village soundly for a number of years, but has several older, unserviceable, and obsolete items in need of repair or replacement. The obsolete items include various valves and flow meters, and though not yet obsolete, the Programmable Logic Controllers (PLCs) at the WTP that are responsible for automatically running and monitoring the plant are legacy products being phased out by the manufacturer. Replacement parts are becoming very expensive and Concentric recommends replacing the existing PLC platform with a current and more cost effective platform line. The cost of servicing all of this older equipment or trying to obtain obsolete parts puts an additional burden on the Village and risks extended plant down times.

The Village could elect to complete a traditional design-bid-build project for the improvements, but there is not a lot of detailed design that needs to be completed. A project of this size would not likely bring the type of competition required to get competitive pricing. In addition, the overhead of a general contractor is not necessarily required for the small, relatively simple work that needs to be accomplished at the WTP. Also, Concentric Integration has worked in partnership with the Village on successfully implementing similar projects at other WTPs within the past two years. For these reasons, Concentric Integration recommends the Village consider partnering with Concentric to complete the following work:

- Replace existing valves/actuators.
- Replace existing flow meters.
- Replace existing PLC equipment.

Following is our detailed scope of services to complete the Well 16 WTP rehabilitation with the Village.

Scope of Services

Project/Program Management

1. Plan, schedule, and coordinate the activities that must be performed to complete the Project.





2. Coordinate meetings with Village staff as required throughout the life of the project.

Instrumentation

1. Furnish three (3) magnetic flow meters to replace the existing propeller meters:
 - a. One (1) Siemens 10" Raw Water Flow Mag Meter with integral transmitter.
 - b. Two (2) Siemens 8" Mag Meters with remote transmitters.
2. Configure the flow meters and integrate them into SCADA.
3. Village is responsible for installing the flow meters (mechanical and electrical installation).

Replace Existing PLCs and OITs

1. Replace the existing Filter Control Panel (FCP) and Supervisory Control Panel (SCP) SLC-Series Programmable Logic Controllers (PLCs) with Allen-Bradley CompactLogix Series PLCs. Provide input/output cards to accommodate all existing inputs/outputs. Migrate PLC programs from existing SLC series PLCs to the new CompactLogix PLCs. Provide new Ethernet switch in the SCP. Route new Ethernet cable from the SCP to the FCP through existing conduit between the control cabinets.
2. Modernize and upgrade the existing PanelView operator interface in the SCP with a new PanelView Plus. Migrate both the existing SCP operator interface and the FCP operator interface programs and merge them into the new PanelView Plus.
 - a. Operator Interface font improvements are not included in the scope of work.
3. Remove the operator interface from the FCP.
4. Remove the chart recorder from the SCP.
5. Install plates to cover holes in the panel doors.
6. Replace existing 24V DC power supplies in the SCP and FCP.

Concentric Assumptions / Customer Responsibilities

1. Customer will provide site access for installation, programming, and startup during Customer's normal business hours. Work outside of Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
2. Customer understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Customer to repair, as-needed, under a separate contract.
3. Customer will dispose of/recycle any removed equipment.





4. Customer will procure and install new valves and actuators related to the water treatment plant.
5. Customer will perform the mechanical work for the installation of the three Siemens Mag Flow Meters and provide the 120VAC power to the locations where the flow transmitters are to be located.

Project Schedule

Our estimated project schedule will be agreed upon at the project kickoff meeting.

Warranty

The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

- DOES apply
- DOES NOT apply

Fee

Our fee for the above base scope is a Lump Sum of \$92,870.

This proposal is valid for 90 days from the date issued.

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- DOES apply
- DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing





Standard Terms and Conditions

Concentric Integration, LLC's Standard Terms and Conditions, Version 10 (V10), with minor modifications as requested by Lake in the Hills, are attached below. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.

Acceptance

If this proposal is acceptable, please sign one copy and return it to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
President
MDK

CUSTOMER:
VILLAGE OF LAKE IN THE HILLS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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STANDARD TERMS AND CONDITIONS v10

THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL PRODUCTS AND SERVICES WHICH MAY BE PROVIDED BY CONCENTRIC INTEGRATION, LLC ("CONSULTANT"). A WRITTEN PROPOSAL, SUPPORT SERVICES AGREEMENT, WORK ORDER, OR OTHER DOCUMENT THAT REFERENCES THESE STANDARD TERMS AND CONDITIONS IS REFERRED TO AS A "SIGNED ACCEPTANCE DOCUMENT." BY EXECUTING ANY SIGNED ACCEPTANCE DOCUMENT, YOU AGREE TO BE BOUND BY THESE STANDARD TERMS AND CONDITIONS. THE SIGNED ACCEPTANCE DOCUMENT AND THESE STANDARD TERMS AND CONDITIONS COLLECTIVELY CONSTITUTE THE "AGREEMENT".

1. Definitions.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities, by contract or otherwise/ownership of more than fifty percent (50%) of the voting securities of a Person.

"**Business Day**" means a day other than a Saturday, Sunday, or other day on which federal banks are authorized or required by Law to be closed for business.

"**Core System**" means the information technology, system, and infrastructure, including computers, software, hardware, databases, electronic systems, and networks on or with which the System is intended to be built and operate, as set forth in the Signed Acceptance Document.

"**Customer**" means the customer as identified on the Signed Acceptance Document.

"**Customer Materials**" means the specific documents and materials, including specifications, software, hardware, systems, and technologies, that are provided or made available to Consultant or any of its Subcontractors by or on behalf of Customer in connection with this Agreement.

"**Deliverables**" means the System, including any and all Consultant Software, Consultant Hardware, Specifications, Documentation, Third-Party Materials, and other subject matter that Consultant (a) actually provides to Customer in connection with this Agreement or (b) is required to provide to Customer under this Agreement as identified in the Signed Acceptance Document.

"**Designated Site(s)**" means the Customer facility or facilities identified in the Signed Acceptance Document.

"**Documentation**" means any and all user manuals, operating manuals, and instructions, specifications, together with other documents and materials that may be specifically identified in the Signed Acceptance Document that Consultant provides or makes available to Customer in any medium and which describe the operation, use, support, or maintenance of the System.

"**Effective Date**" means the date on which Customer executes the Signed Acceptance Document.

"**Consultant Hardware**" means any computer or other equipment or device that is proprietary to Consultant and provided to Customer hereunder.

"**Consultant Materials**" means the Signed Acceptance Document, the Consultant Hardware, and all other Deliverables other than Third-Party Materials, and any and all information, code, custom developed applications, data, documents, drawings, materials, inventions, technologies, ideas, concepts, processes, methodologies, know-how, works, and other subject matter, including all software, hardware, systems, methods, processes, and devices, and all specifications, descriptions, requirements, plans, and reports, that Consultant or any of its Subcontractors conceives, discovers, designs, develops, reduces to practice, prepares, makes, modifies, improves or, other than Customer Materials and Third-Party Materials, uses, exclusively or nonexclusively in connection with the Services or this Agreement.

"**Consultant Personnel**" means all individuals involved in the performance of Services as employees or independent contractors of Consultant or any Subcontractor.



"**Consultant Software**" means any and all software (including any software interface or code) that is proprietary to Consultant and provided to Customer hereunder, whether (a) without modification, (b) modified by Consultant under this Agreement, or (c) developed by Consultant specifically for Customer.

"**Intellectual Property Rights**" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Losses**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and other costs and fees incurred in enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Permitted Use**" means use only by and for the benefit of Customer and solely for or in the ordinary course of Customer's internal business operations.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"**Representatives**" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"**Specifications**" means the Scope of Services for the System as described in the Signed Acceptance Document.

"**System**" means the integrated information technology system to be designed, developed, and provided by Consultant to Customer pursuant to this Agreement.

"**Third-Party Materials**" means materials and information, in any form or medium, including any software (including open source software), applications, documents, data, content, specifications, products, hardware or equipment, technology, or components of or relating to the System, in any form or media in which any person or entity other than Consultant owns an interest.

2. Engagement of Consultant; General Service Obligations.

2.1 Engagement of Consultant. Customer hereby engages Consultant, and Consultant hereby accepts such engagement, to provide the Deliverables and perform the system integration and other professional services related thereto as further described in the Signed Acceptance Document (collectively, the "**Services**") in accordance with the Agreement.

2.2 Project Management. Each party shall, throughout the Term of the Agreement, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. If either party's project manager ceases to be employed by such party or such party otherwise wishes to replace its project manager, such party shall promptly name a new project manager by written notice to the other party.

2.3 Changes. Either party may, at any time during the Term of the Agreement, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such changes in accordance with a written change order ("Change Order"). In the event that such changes cause an increase in Consultant's fee or time required for performance of any Services, whether or not reflected in any Change Order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Consultant, in its sole and absolute discretion, may withhold the provision or delivery of any Service or Deliverable for which additional compensation will be charged until its receipt of a Change Order and



written authorization from Customer. No changes will be effective unless and until memorialized in a written Change Order signed by both parties.

2.4 Subcontractors. Consultant may from time to time in its discretion engage third parties to perform the Services (each, a "Subcontractor").

3. Services.

3.1 Services Provided. Consultant will provide to Customer the Services described in the Signed Acceptance Document in accordance with the Agreement. Consultant will use commercially reasonable efforts to meet any performance dates specified in the Signed Acceptance Document, and any such dates are estimates only.

3.2 Third-Party Materials. The System may include or operate in conjunction with Third-Party Materials. If Third-Party Materials are included in or required for use with any of the Deliverables, Consultant will indicate this in the Signed Acceptance Document, or in a subsequent written notice given in accordance with Section 16.3 below, and provide a list of such Third-Party Materials upon request. All Third-Party Materials are provided pursuant to the terms and conditions of the applicable third-party license agreement. Customer shall comply with all such third-party license agreements for which Consultant provides a copy or link, as well as any applicable third-party license agreements which are posted in the "3rd Party Terms" document at www.goconcentric.com/standard-terms.

4. Customer Obligations.

4.1 Customer Resources and Cooperation. Customer shall timely provide such cooperation and assistance as Consultant reasonably requests to enable Consultant to perform the Services in accordance with the Signed Acceptance Document, including any applicable performance dates set forth therein. Without limitation of the foregoing, Customer shall timely:

- (a) perform all obligations identified as customer responsibilities in the Signed Acceptance Document;
- (b) provide the Customer Materials and all such other resources as may be specified in the Signed Acceptance Document;
- (c) provide Consultant Personnel with safe access to Customer's premises, the Core System and suitably qualified personnel;
- (d) ensure the Core System is set up and in working order to allow Consultant to perform the Services and deliver and, where applicable, install each Deliverable in accordance with the Signed Acceptance Document;
- (e) participate through suitably qualified and authorized Customer personnel in such meetings as may be scheduled by either party on at least ten (10) days' prior notice; and
- (f) provide all consents, approvals, notices and other communications as required under this Agreement and, where applicable, as specified in the Signed Acceptance Document.

4.2 Effect of Customer Failure or Delay. Consultant is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. In the event of any such delay or failure, Consultant may, in its sole discretion and by written notice to Customer, extend all such performance dates as Consultant deems reasonably necessary and, where applicable, amend the Signed Acceptance Document to reflect such extensions. The foregoing is in addition to, and not in lieu of, all other remedies Consultant may have for any such failure or delay by Customer.

4.3 Non-Solicitation. During the Term of the Agreement and for one (1) year after, Customer shall not, and shall not assist any other Person to, directly or indirectly, recruit or solicit for employment (or engagement as an independent contractor) any Person then or within the prior twelve (12) months employed by Consultant. In the event of a violation of this Section 4.3, Consultant will be entitled to liquidated damages equal to the compensation paid by Consultant to the applicable employee during the prior twelve (12) months.

5. Delivery; Testing and Acceptance.



5.1 Delivery. Consultant will deliver or cause to be delivered or made available to Customer each Deliverable in accordance with the Signed Acceptance Document. Except as otherwise expressly set forth in the Signed Acceptance Document, Consultant will deliver Consultant Software in binary code (object code) only. Customer acknowledges and agrees that Customer has no right or license under this Agreement to receive the source code for any Consultant Software.

5.2 Review and Acceptance. Acceptance of the Deliverables or System will be conducted as follows:

(a) Following delivery of any Deliverables provided for in a Signed Acceptance Document (including where applicable installation of the System), Customer will have fourteen (14) calendar days (the "**Review Period**") to thoroughly inspect and review the Deliverables and/or System and confirm that the Services have been completed in accordance with the Signed Acceptance Document (the "**Project Acceptance Review**"). Consultant has the right to observe or participate in all or any part of the Project Acceptance Review.

(b) Promptly upon the completion of the Project Acceptance Review, Customer shall notify Consultant in writing of its acceptance or, solely if the Project Acceptance Review identifies any material failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation (each, a "**Nonconformity**"), rejection of the Deliverables or System. Customer shall not unreasonably withhold its acceptance and shall include in any rejection notice a reasonably detailed description of the Project Acceptance Review conducted, the results thereof and each identified Nonconformity. The Deliverables or System will be deemed accepted by Customer upon the expiration of the Review Period if Customer has not delivered a notice accepting or rejecting the Deliverables or System prior to such expiration.

(c) Subject to Section 5.2(d), following receipt of a rejection notice, Consultant shall use commercially reasonable efforts to remedy the Nonconformities reported by Customer. Customer shall, at no charge to Consultant, provide all such cooperation and assistance as Consultant may reasonably request to assist Consultant's efforts to remedy Nonconformities. Upon Consultant's notice of its correction of the reported Nonconformities, Customer shall have an additional Review Period to conduct Project Acceptance Reviews to determine whether such Nonconformities have been remedied.

(d) The parties shall repeat the process set forth in Section 5.2(a) through Section 5.2(b) until Customer has accepted the Deliverables or System as set forth in Section 5.2(b), provided, however, if Customer issues more than three (3) rejection notices: (i) Customer may accept the Deliverables or System as nonconforming, in which case the parties agree to mutually negotiate any appropriate reduction in Fees to reflect the impact of the Nonconformities; or (ii) if Customer does not accept the System as nonconforming, either party may terminate this Agreement in accordance with Section 11.2(c) below.

(e) Consultant has the right to dispute, in good faith, Customer's rejection or qualified acceptance of the Deliverables or System by providing written notice to Customer of such dispute within fourteen (14) calendar days after Consultant's receipt of Customer's written notice of such rejection or qualified acceptance, as applicable. Consultant shall specify in the notice of dispute the basis of the dispute in sufficient detail to facilitate investigation by Customer and resolution by the parties. The parties shall first attempt in good faith to promptly resolve the dispute by negotiation and consultation between themselves. If the dispute is not resolved on an informal basis within ten (10) calendar days after Consultant's notice thereof, the parties shall seek to resolve the dispute pursuant to Section 11.5. Pending the resolution of such dispute, Consultant will have no obligation to correct any alleged Nonconformity or repair or replace any Deliverables.

This Section 5.2 sets forth Consultant's sole obligations and Customer's exclusive remedies for any failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation.

6. Maintenance and Support. During the Warranty Period, Consultant will provide to Customer System maintenance and support services as part of the Services and without additional charge.

7. Fees; Payment Terms.

7.1 Fees. Customer shall pay to Consultant the fees set forth in the Specification and Signed Acceptance Document ("**Fees**").



7.2 Time and Materials. Where the Services are provided on a time and materials basis:

(a) the Fees payable for the Services shall be calculated in accordance with Consultant's hourly fee rates for the Consultant Personnel set forth in the Specification and Signed Acceptance Document; and

(b) Consultant will issue invoices to Customer monthly in arrears for its Fees for time for the immediately preceding month, calculated as provided in this Section 7.2, together with a breakdown of any Reimbursable Expenses incurred during that period.

7.3 Fixed Price. Where Services are provided for a fixed price, the total Fees for the Services shall be the amount set out in the Specification and Signed Acceptance Document. The total Fees shall be paid to Consultant in installments as set out in the Specification and Signed Acceptance Document together with Customer's payment of any Reimbursable Expenses incurred by Consultant during the installment period. At the end of a period for which an installment is due under the Specification and Signed Acceptance Document, Consultant will issue invoices to Customer for the Fees and Reimbursable Expenses that are then payable for that period.

7.4 Reimbursable Expenses. Customer shall reimburse Consultant for all travel and out-of-pocket expenses incurred by Consultant in connection with performing the Services ("**Reimbursable Expenses**").

7.5 Fee Increases. The parties agree that for Services provided on a time and materials basis, Consultant may increase its standard fee rates specified in the Specification and Signed Acceptance Document upon ninety (90) days prior written notice to Customer.

7.6 Payment Terms. Customer shall pay all Fees and Reimbursable Expenses on or prior to the due date therefor set forth in the Specification and Signed Acceptance Document or, where the Specification and Signed Acceptance Document does not specify such date, within thirty (30) days after the date of Consultant's invoice therefor. Customer shall make payments to the address or account specified in the Specification and Signed Acceptance Document or such other address or account as is specified by Consultant in writing from time to time.

7.7 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a) Consultant may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) Customer shall reimburse Consultant for all costs incurred by Consultant in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for ten (10) calendar days following written notice thereof, Consultant may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension. When such default is cured by Customer, the amount to be paid for the scope of work will be equitably increased to account for Consultant's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for Consultant to complete the scope of work will be equitably extended to account for such suspension.

7.8 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Consultant's income.

7.9 No Deduction or Setoff. Customer shall pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by Consultant whether under this Agreement, applicable Law or otherwise and whether relating to Consultant's breach, bankruptcy or otherwise.

7.10 Prompt Payment Laws. In the event of a conflict between the provisions of this Section 7 and any applicable "prompt payment" laws or regulations within the State of Illinois, including without limitation the Local Government Prompt Payment Act, 50 ILCA 505/1 and the Contractor Prompt Payment Act, 815 ILCS 603/1 (collectively the "Illinois Prompt



Payment Laws”), the provisions of the Prompt Payment Laws shall control. Consultant shall have all remedies that may be available at law, in equity, or otherwise with respect to Customer’s payment obligations hereunder and pursuant to the Illinois Prompt Payment Laws.

8. Intellectual Property Rights. The following provisions shall govern all Intellectual Property Rights which may arise in the course of performing this Agreement.

8.1 Consultant Materials. All right, title, and interest in and to (a) the Consultant Materials and (b) all works, inventions and other subject matter incorporating, based on or derived from any Consultant Materials, including all customizations, enhancements, improvements and other modifications thereof (collectively, "**Derivatives**"), in each case (subclause (a) and subclause (b)) by whomsoever made and including all Intellectual Property Rights therein, are and will remain, as appropriate, with Consultant. Customer has no right or license with respect to any Consultant Materials or Derivatives except as expressly licensed under Section 9.1, in each case subject to Section 9.2. Consultant expressly reserves all other rights in and to the Consultant Materials and Derivatives. If Customer permits any third party to access or modify the Consultant Materials, Customer must do so pursuant to a written agreement that: (i) prohibits such third party from using, disclosing or distributing the Consultant Materials for any purpose other than as reasonably necessary to facilitate Customer’s internal use of the Deliverables provided hereunder; and (ii) prohibits such third party from removing, obscuring or altering any legal notices or copyright management information included in or upon the Consultant Materials; and (iii) states that such third party shall not disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Consultant Materials. Customer acknowledges that permitting a third party to modify the Consultant Materials shall void the warranty set forth in Section 12 below.

8.2 Customer Materials. As between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to the license granted under Section 9.3. Customer expressly reserve all other rights in and to the Customer Materials.

8.3 Third-Party Materials. All right, title, and interest in and to the Third-Party Materials, including all Intellectual Property Rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any Third-Party Materials except as expressly licensed under such third-party license agreements.

(a) Reseller Products. In some cases, Consultant or its affiliated entities will act as a reseller of Third-Party Materials, which are referred to as “Reseller Products” for convenience. Customer acknowledges that Consultant may receive compensation in the form of a commission or profit share in connection with Reseller Products. All Reseller Products are warranted solely by the original manufacturer’s warranty. Customer will be deemed to contract directly with the licensor or seller of any Reseller Products, and will be directly responsible for complying with any license, end user license agreement, or other terms and conditions associated with Reseller Products.

(b) Licensed Embedded Products. “Licensed Embedded Products” means any software component that is provided by Consultant from a licensed development platform utilized by Consultant. Regarding all Licensed Embedded Products, Customer will be deemed an authorized end user, and Consultant grants Customer a royalty-free, fully paid-up, non-exclusive right and license to use and execute the Licensed Embedded Products as part of the Consultant Materials and Deliverables provided hereunder or in the future. With respect to all Licensed Embedded Products, Customer agrees: (i) Customer is prohibited from distribution of the Licensed Embedded Products; (ii) all Licensed Embedded Products are warranted solely by the original manufacturer’s warranty; (iii) any and all liability of Licensed Embedded Product licensors and suppliers shall be limited to the maximum extent permitted by applicable law; and (iv) Customer may not attempt to disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Licensed Embedded Products. Customer agrees to review and comply with any other terms and conditions associated with Licensed Embedded Products which are posted from time to time in the “3rd Party Terms” document at www.goconcentric.com/standard-terms.

(c) Open Source Products. “Open Source Products” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License,



or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled. Consultant will identify any Open Source Products which are incorporated into the Consultant Materials and post or link to the applicable license agreement associated with any such Open Source Products on its website. Customer acknowledges that it has access to such information and a duty to read and comply with the applicable license agreements.

(d) No Third-Party Materials Representations or Warranties. Customer's remedies with respect to all Third-Party Materials will be limited to whatever recourse may be available against the applicable licensor thereof. Without limiting the generality of the foregoing, wherever Consultant may agree to provide configuration, installation, or deployment services relating to any Third-Party Materials, any warranties of Consultant relate to and are applicable to Consultant's Services only, not to Third-Party Materials. CONSULTANT MAKES NO REPRESENTATIONS, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ANY THIRD-PARTY MATERIALS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF THIRD-PARTY MATERIALS IS AT CUSTOMER'S SOLE RISK AND THAT THIRD-PARTY MATERIALS ARE RECOMMENDED BY CONSULTANT "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM CONSULTANT INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Licenses.

9.1 Consultant License. Subject to and conditioned upon Customer's payment of the Fees and compliance with Section 9.2 and all other applicable provisions of this Agreement, Consultant hereby grants to Customer a fully paid-up and royalty-free, non-transferable, non-sublicensable license exercisable in perpetuity, solely: (a) to install, operate, and use the System (including Consultant Software in object code only) for the Permitted Use in the Core System at the Designated Site(s) in accordance with the Documentation; and (b) to use the Documentation and other Deliverables in connection therewith.

9.2 Consultant License Restrictions. Customer shall not, and shall not permit any other Person to, access or use any Consultant Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, with respect to all Consultant Materials, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Consultant Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Consultant Materials to any other Person, including through or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Consultant Materials or any part thereof;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Consultant Materials, including any copy thereof;
- (e) use any Consultant Materials in a manner or for any purpose that infringes, misappropriates, or otherwise violates any Law or Intellectual Property Right;
- (f) use the Consultant Materials for purposes of competitive analysis of the System, the development of a competing system, product or service, or any other purpose that is to Consultant's commercial disadvantage;
- (g) use any Consultant Materials in, or in association with, the design, construction, maintenance or operation of any hazardous environments, systems, or applications; or,
- (h) otherwise use the Consultant Materials beyond the scope of the license granted under Section 9.1.

9.3 Customer Materials License. Customer hereby grants to Consultant a fully paid-up and royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify, and create derivative works and improvements of the Customer Materials to perform the Services or to further develop and improve the Consultant Materials



as necessary or desirable to perform the Services. This license commences upon Customer's first delivery of Customer Materials to Consultant and is irrevocable and perpetual.

10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 10.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, the Consultant Materials are the Confidential Information of Consultant.

10.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as set forth in this Section 10.3.

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance, and be responsible and liable for any of its Representatives' noncompliance, with this Section 10.

10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

11. Term and Termination.

11.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Signed Acceptance Document ("**Term**").

11.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:



(a) Consultant may terminate this Agreement, effective on written notice to Customer, if: (i) Customer fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Consultant's delivery of written notice thereof; (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured; or (iii) Customer breaches any of its obligations under Section 9.2 (License Restrictions) or Section 10 (Confidentiality).

(b) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.

(c) If the System cannot be installed and made fully operational, and either party reasonably determines that the System cannot be made to function properly, such party may terminate this Agreement upon written notice to the other party. In the event of such termination, all Fees accrued through the date of termination shall be due upon such termination.

(d) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3 Effect of Termination Pursuant to Section 11.2. Upon any expiration or termination of this Agreement:

(a) Consultant shall immediately cease all use of and within five (5) days deliver to Customer, or, if return is impractical, shall destroy, all documents and tangible materials containing, reflecting, incorporating or based on the Customer Materials or Customer's Confidential Information; provided, however, that Consultant may retain one archival copy of the Customer Materials and Customer's Confidential Information to the extent Consultant requires or will require such Customer Materials or Confidential Information to meet its internal recordkeeping requirements or perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(b) Customer shall (i) immediately cease all use of and within five (5) days deliver to Consultant, or at Consultant's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on the Consultant Materials or Consultant's other Confidential Information; and (ii) permanently erase the Consultant Materials and Consultant's other Confidential Information from its computer systems, except, in each case, to the extent that Customer requires or will require such Consultant Materials or Consultant's Confidential Information to perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(c) If Customer terminates this Agreement pursuant to Sections 11.2(b) or (c), Customer will be relieved of any obligation to pay any Fees hereunder for Services and Deliverables that Consultant has not provided as of the effective date of termination and Consultant will refund to Customer Fees paid in advance for such Services and Deliverables.

(d) If Consultant terminates this Agreement pursuant to Sections 11.2(a), (b), or (c), Customer shall pay all previously-accrued but not yet paid Fees and Reimbursable Expenses through the effective date of termination, on receipt of Consultant's invoice therefor.

(e) If Consultant terminates this Agreement, all licenses granted to Customer under this Agreement will also automatically and immediately terminate on the effective date of such termination.

(f) Customer shall certify to Consultant in a notarized written instrument signed by Customer's duly authorized executive officer that it has complied with the requirements of this Section 11.3.

11.4 Surviving Provisions. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any



expiration or termination of this Agreement: Section 8, Section 9.1, Section 9.2, Section 9.3, Section 10, Section 11.3, this Section 11.4, Section 12, Section 13, Section 14, Section 15, and Section 16.

11.5 Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof (“Dispute”) shall be resolved with the following procedures:

(a) Negotiation. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the “Negotiation”).

(b) Mediation. If the dispute has not been resolved by negotiation in accordance with Section 11.5(a), then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A “Notice of Mediation” shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within fourteen (14) calendar days then Customer and Consultant shall each select a mediator and such mediators shall together unanimously select a neutral mediator who shall conduct the mediation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one (1) day, until there is a settlement agreement, or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a “notice of termination of mediation.” All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session.

During the course of the mediation, no party can assert the failure to fully comply with Section 11.5(a) as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until thirty (30) days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

All communications, both written and oral, during the parties’ efforts under Sections 11.5(a) and 11.5(b) are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its provisions.

12.2 Additional Consultant Representations and Warranties: Limited Remedy.

(a) Consultant represents and warrants to Customer that Consultant will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.



(b) Consultant warrants that for twelve (12) months following Customer's acceptance of the System pursuant to Section 5.2, as installed in the Core System and used in accordance with the Documentation, the System will in all material respects function and otherwise be in conformity with the Specifications. In the event of Consultant's breach of the foregoing warranty, Consultant's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) Consultant shall use commercially reasonable efforts to cure such breach by either the repair or replacement of the defective Consultant Material without cost to the Customer, provided that Customer had not altered the System in any way and has maintained the System in accordance with Consultant's recommendations; further provided that, if Consultant cannot cure such breach within a reasonable time (but no more than sixty (60) days) after Customer's written notice of such breach, either party may, at its option, terminate the Agreement effective immediately upon written notice to the other party.

(ii) Consultant shall not be in breach of its warranty under this Section 12.2(b), and the foregoing remedy shall not be available, unless Customer provides written notice of such breach within twenty (20) calendar days of its discovery of such defect or failure and in no event later than twelve (12) months after Customer's acceptance or deemed acceptance of the System.

(iii) In no event will Consultant be responsible for (a) any modifications to any Consultant Materials or Deliverables made by anyone other than Consultant; (b) damages caused by misuse, improper operation, or improper or insufficient maintenance of any Consultant Materials or Deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any Consultant Materials or Deliverables that arise from Consultant's compliance with designs or other criteria or requirements provided by or through Customer.

(c) Any claim arising out of or in connection with this Agreement or its subject matter must be filed within twelve (12) months after the Customer's acceptance or deemed acceptance of the System or be permanently barred.

12.3 Additional Customer Representations and Warranties. Customer represents, warrants, and covenants to Consultant that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Consultant and used in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party or violate any applicable Law.

12.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12.1 AND SECTION 12.2, THE SYSTEM AND ALL SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CONSULTANT MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM OR ANY OTHER WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES (EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Insurance. At all times during the Term of the Agreement, Consultant shall procure and maintain insurance of the following policy limits:

Workers Compensation: Statutory Limits

Excess Umbrella Liability: \$5,000,000 per claim and aggregate

General Liability: \$1,000,000 per claim
\$2,000,000 aggregate

Professional Liability: \$5,000,000 per claim
\$5,000,000 aggregate



Automobile Liability: \$1,000,000 combined single limit

14. Limitations of Liability.

14.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL CONSULTANT OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE; (b) USE, QUALITY, OR PERFORMANCE OF THE SYSTEM, SYSTEM COMPONENTS, OR OTHER DELIVERABLES OTHER THAN AS EXPRESSLY SPECIFIED IN THE SPECIFICATIONS, DOCUMENTATION, OR THIS AGREEMENT, INCLUDING ANY INABILITY TO USE OR NON-PERFORMANCE OF THE SYSTEM, IN WHOLE OR IN PART; OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CONSULTANT AND ITS LICENSORS, SUBCONTRACTORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE FOLLOWING (WHICHEVER IS GREATER): (A) THE AMOUNT PAID BY CUSTOMER TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR, (B) IF THE COLLECTIVE AGGREGATE LIABILITY IS INSURED IN WHOLE OR IN PART, THE AGGREGATE AMOUNT RECOVERED BY CONSULTANT FROM ANY INSURERS OF THE LIABILITY. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.3 Customer acknowledges and agrees that the parties entered into the Agreement in reliance upon the limitations of liability set forth in Section 14, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

15. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any portion of this Agreement, (except for any confidentiality or payment obligations), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, lightning, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) calendar days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Miscellaneous.

16.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

16.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.



16.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 16.3):

If to Consultant: Concentric Integration, LLC
8678 Ridgefield Rd.
Crystal Lake, IL 60012
Attn: Mike Klein
Facsimile: (815) 455-0450
E-mail: mklein@goconcentric.com

If to Customer: At the addresses and to the attention as specified in the Signed Acceptance Document.

Notices sent in accordance with this Section 16.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.4 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any exhibits, attachments, and riders referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.5 Entire Agreement; Amendment and Modification; Waiver. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege

16.6 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Consultant's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16.6 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.8 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of



the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.9 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in or having jurisdiction over McHenry County, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

16.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.11 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 8, 9, or 10, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party shall not be required to submit itself to the Dispute Resolution process set forth in Section 11.5 and will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

16.12 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



INFORMATIONAL MEMORANDUM

MEETING DATE: October 26, 2021

DEPARTMENT: Community Development

SUBJECT: Economic Development Webpages Updates

EXECUTIVE SUMMARY

The Community Development and Administrative Departments have recently updated the economic development webpages on the Village website. Community Development staff will be giving a live demonstration of the webpages and mapping service to show new content and capabilities.

FINANCIAL IMPACT

None

ATTACHMENTS

None

SUGGESTED DIRECTION

Inform the Village Board and answer any questions.



REQUEST FOR BOARD ACTION

MEETING DATE: October 26, 2021
DEPARTMENT: Community Development
SUBJECT: Variation to Section 7.4 Residential Bulk Chart at 6 Carl Court

EXECUTIVE SUMMARY

Natalie and Adrian Medina are proposing to replace an older dilapidated deck, demolished, with a partially covered new deck which will connect their rear door to a newly installed pool back yard. The property is located in an R-2 One-Family Residential zoning district.

A pool was recently approved and installed in the rear yard. A new deck has also been constructed in the rear yard with no roofing. The deck replaces the original deck and, currently, door alarms are used to meet pool safety requirements. However, the next phase of the project is proposing to cover over half of the deck and install a pool railing as part of the structure. This phase would leave a portion of the deck uncovered. Uncovered decks are allowed within 5 feet of the rear lot line. However, as the proposed covered portion would connect to the house via a roof, the covered portion of the deck would have to conform to the house rear setback requirement of 25 feet from the rear lot line. As the covered portion of the deck is within 22 feet of the rear yard lot line, a variation would be required to complete the project.

The Planning and Zoning Commission conducted a public hearing on October 18, 2021. The Commissioners voted 5-0 to recommend approval of the requested variation to Section 7.4 Residential Bulk Chart.

FINANCIAL IMPACT

None

ATTACHMENTS

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

RECOMMENDED MOTION

Motion to approve an Ordinance for a variation to Section 7.4 Residential Bulk Chart R-2 Zoning District rear yard setbacks to allow encroach 4 feet into the rear yard setback, at 6 Carl Court, Parcel #19-28-201-017.



REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION

PLANNING AND ZONING COMMISSION

MEETING DATE: October 18, 2021

DEPARTMENT: Community Development

SUBJECT: Variations to Section 7.4 Residential Bulk Chart R-2 Zoning District rear yard setback at 6 Carl Court

EXECUTIVE SUMMARY

General Information

<i>Requested Action:</i>	Natalie and Adrian Medina request variations to Section 7.4 Residential Bulk Chart R-2 Zoning District rear yard setbacks at 6 Carl Court to allow for a replacement covered deck 3' into the required rear yard setback.	
<i>Owner:</i>	Natalie and Adrian Medina	
<i>Applicant:</i>	Natalie and Adrian Medina	
<i>Purpose:</i>	Replace a dilapidated rear yard covered deck with a partially-covered deck connecting a newly installed pool to the rear door.	
<i>Location and Size:</i>	6 Carl Court – approximately 8,200 sq. ft.	
<i>Zoning and Land Use:</i>	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:	Medium-Density Residential 7.5 to 12 units/ac)

Background

The applicants are proposing to replace partially cover a new deck which connect the rear door to a newly installed pool and allows for access to the back yard. The property is located in an R-2 One-Family Residential zoning district.

A pool was recently approved and installed in the rear yard. A new deck has also been constructed in the rear yard with no roofing. The deck replaces the original deck and, currently, door alarms are used to meet pool safety requirements. However, the next phase of the project is proposing to cover over half of the deck

and install a pool railing as part of the structure. This phase would leave a portion of the deck uncovered. Uncovered decks are allowed within 5' of the rear lot line. However, as the proposed covered portion would connect to the house via a roof, the covered portion of the deck would have to conform to the house rear setback requirement of 25' from the rear lot line. As the covered portion of the deck is within 23' of the rear yard lot line, a variation would be required to complete the project.

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 replaced deck was structurally unsound and the next phase of the deck replacement is needed to keep children out of the pool and provide a safeguard beyond a rear door alarm.

Staff finds the property to be substandard in size, which limits the feasibility of constructing typical covered accessory structures in the rear yard. The lot measures approximately 8,200, which is below the 10,000 sq. ft. minimum for lots in the R-2 district. All of the setbacks are configured for larger 10,000 sq. ft. lots and are limiting when applied to smaller lots. The larger front and rear setbacks reduce the space needed to configure typical covered accessory structures.

B. The plight of the owner is due to unique circumstances;

The applicant indicates the original deck was not structurally sound.

Staff finds the property to have unique circumstances. The lot is smaller than the required 10,000 sq. ft. and is limited by the R-2 setback not meant for the smaller lot. The pool and new deck were able to be built within the 5' accessory setbacks; however the 25' building setback and smaller lot size does not allow for a deck configuration which would cover a portion of the deck and installation of associated safety railings for the pool.

C. The variation, if granted, will not alter the essential character of the locality;

The applicant indicates the project will raise the value of other properties in the area and will not visually alter the appearance of the lot and home from the street.

Staff finds the essential character of the property will remain residential and the proposed covered deck would not alter the character of the locality. Cover decks allow for sun and rain protection and are typically found in residential back yards. This deck also allows for safety railings around the pool. The setback encroachment is minimal and not considered to alter the character of the locality.

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 site conditions limit the ability to configure a covered deck which would allow for access to the pool and installation of safety railings.

Staff finds the property to have a smaller lot size than required and a limited backyard. Accessory structures can be built, but setbacks do not allow for a covered deck which would provide the structural frame to install safety railings and provide cover. The original deck was covered; however, the deck was in poor condition and was not configured or constructed to provide access or safety railings for a pool.

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 configured to limit the building of accessory structures.

Staff finds the property to be unique to R-2 zoned property. The lot has a smaller lot size than required by the R-2 zoning and is located on a cul-de-sac, which limits both front yard and rear yard building configurations. The front lot line measures approximately 40' at the street Right-of-Way, which is half the required 80'. This limits the ability to have a covered front porch, leaving a covered deck in the rear as their preferred option for covered outdoor space. There are properties with similar conditions; however, R-2 properties in the Village generally meet the minimum lot size and frontage requirements.

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 of the variation is to cover a portion of a new deck and allow for safety railings for a pool. The applicant also states they do not intend to move or sell or to make money out of the proposed project.

Staff finds the variation would allow for the replacement of an existing deck and serve the pool as well as the backyard. The project appears to have multiple uses and needs beyond exclusively making money.

G. That the alleged difficulty or hardship has not been created by any person presently having interest in the property.

The applicant indicates the hardship has not been created by the owners.

Staff finds the hardship was created when the lot was originally platted and when the house was initially constructed and not by the current owners.

H. 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.

The applicant indicates variation would not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

Staff finds covered decks to be typical residential accessory structures and a minor encroachment into the rear setback in this case would not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

I. 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 with the neighborhood.

The applicant indicates the improvements would increase the value of the property and surrounding properties and would not impede or endanger any adjacent properties.

Staff finds the proposed variation to be a new single-story deck which would require building inspection and 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 with the neighborhood.

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 a variation to Section 7.4 Residential Bulk Chart R-2 Zoning District rear yard setback at 6 Carl Court, Parcel # 19-28-201-017, to allow for covered deck to encroach up to 4' into the rear yard setback.

RECEIVED

AUG 26 2021

20178 (61

Village of Lake in the Hills
Community Development

APPLICATION

Date Filed (Staff Use Only): _____

Property Information

Common street address: 6 Carl Court

PIN (Property Index Number): 19-28-201-017

Current Zoning: R-2

Proposed Zoning: R-2

Current Use: Residential

Proposed Use: Residential

Is the request consistent with the Comprehensive Plan? yes

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): See attached

Property Owner Information

Name(s): Natalie & Adrian Medina

Business/Firm Name (if applicable): _____

Address: 6 Carl Court

City/State/Zip: Lake in the Hills, IL 60156

Phone Number: 612-730-1920

Email: nataliemarhula@yahoo.com

Applicant Information

Name(s): same as above

Business/Firm Name (if applicable): _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Email: _____

Application Request

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	\$100
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)					\$100
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.

Natalie Medina
Property Owner Signature

8-24-21
Date

If Owner/Applicant Is a School District please, fill out and submit

Natalie Medina
Applicant Signature

8-24-21
Date

Appendix N

All required appendices and documentation shall be submitted with this application. Incomplete applications will not be processed.



VARIATION APPLICATION
PAGE TWO

PROPERTY ADDRESS/PIN 6 Carl Court
19-28-201-017

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 Bulk chart minimum rear yard restrictions 25' setback
District R2.

Variation to overhang rear easement 3'. Building variation
for screen room as defined in 13.3-5c. New building to replace
old covered porch for safety reasoning; (kids not getting to the pool)
Existing covered porch not structurally sound. New screen porch
also being installed to limit access to pool from house. (door w/lock)

Covered porch 11' out by 16' wide

approximately 22' from property line



**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.

Residence, Project will raise value of other local properties
home owner has no intent to sell property for profit

2. The plight of the owner is due to unique circumstances.

Explain how this standard is met.

to replace unsafe existing covered porch

3. The variation, if granted, will not alter the essential character of the locality. **Explain how this standard is met.**

Building located behind property and will not
alter property characteristics from the street



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.**

To limit access to the pool

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.**

The structure will have little to no effect on properties in the same zoning district

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.**

home owner has no intent to sell the residence, it is our forever home, looking to obtain the variance for safety reasons.



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.**

again no; the variant is only to replace existing unsafe building & to help limit access to the pool

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 building is located in the rear of the property & poses no risk to the public or adjacent properties

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.**

proposed building will overall increase the value of the property & all adjacent properties.
The proposed building does not impede or endanger any adjacent properties

Natalie Medina

8-24-21

Applicant's Signature

Date

Natalie Medina

8-24-21

Property Owner's Signature

Date



600 Harvest Gate
Lake in the Hills, IL 60156
(847) 960-7440
Fax: (847) 960-7445
www.lith.org

Planning and Zoning Commission

Hearing Acknowledgement Form for Single Family Residential Variations per Section 21.6-4 of the Zoning Ordinance

The undersigned acknowledges receipt of the public notice for a residential variation filed by

Natalie Medina (Applicant)

regarding the property at 6 Carl Court

I understand a hearing will be held on the 18th day of October 2021, at 7:30pm at the Lake in the Hills Village Hall, 600 Harvest Gate, Lake in the Hills, IL 60156.

Property Owner Signature Natalie Medina Date 8-26-21

Address 6 Carl Court LTH PIN# 19-28-201-07

*

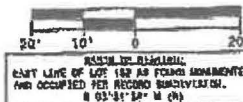
PLAT OF SURVEY

OF

LOT 168 IN HIDDEN VALLEY UNIT 3, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 28 AND PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 48 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1994, AS DOCUMENT NO. 24010793, IN MCCLAIN COUNTY, ILLINOIS.

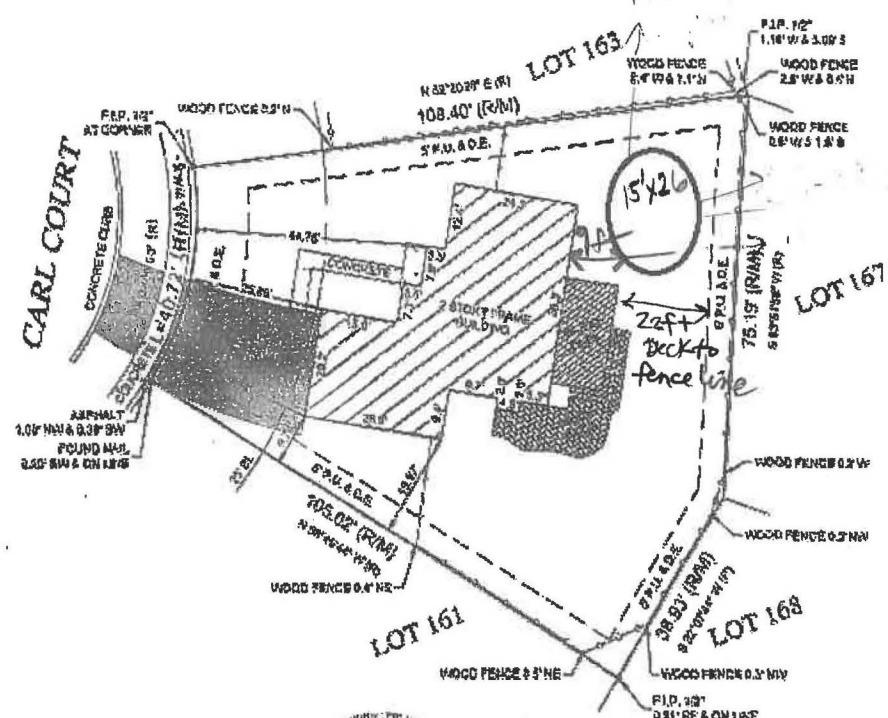
AREA OF SURVEY:

CONTAINING 2199.7 SQ. FT. OR 0.12 ACRES MORE OR LESS



- LEGEND**
- A = ADJACENT
 - BL = BUILDING SETBACK LINE
 - C = CALCULATED
 - C.E. = CITY EASEMENT
 - CH = CHORD
 - CL = CENTERLINE
 - D = DITCH
 - E = EAST
 - F.I.P. = FOUND IRON PIPE
 - F.L.R. = FOUND IRON ROD
 - FT. = FEET/FOOT
 - L = LINE LENGTH
 - M = MEASURES
 - N = NORTH
 - NE = NORTHEAST
 - NW = NORTHWEST
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - P.U.A.E. = PUBLIC UTILITY ALIGNMENT
 - P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
 - S = SOUTH
 - SAD = SOUTH ALIGNED
 - S.O.R. = SIGHT OF RAY
 - S = SOUTH
 - S.I.P. = SET IRON PIPE
 - S.I.R. = SET IRON ROD
 - SE = SOUTHEAST
 - SW = SOUTHWEST
 - V.E. = VILLAGE EASEMENT
 - W = WEST

- CHAIN LINK FENCE
- WOOD FENCE
- METAL FENCE
- VINYL FENCE
- EASEMENT LINE
- STRAIGHT LINE
- INTERIOR LOT LINE



Meis Engineering, Inc.
315 W. Main Street, Unit 11, Morris, IL 62450
Phone: (618) 271-0170
Fax: (618) 271-0774
Website: www.mecivil.com

STATE OF ILLINOIS
COUNTY OF CLAY
I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR AND THAT THE PLAT HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY.
GIVEN, THIS 28TH DAY OF MAY, A.D., 2017, AT ILLINOIS.

[Signature]
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2035-2217
LICENSE EXPIRES DATE NOVEMBER 30, 2020
ILLINOIS BUSINESS REGISTRATION NO. 110-061743



- NOTE:
1. ALL TIES SHOWN ON THIS SURVEY ARE REFERRED TO THE BUILDING'S FOUNDATION, FOUNDATION, METAL, ETC.) AND NOT TO THE FOUNDATION, UNLESS NOTED OTHERWISE.
 2. HIGH WATERS AND LOWERS ARE TYPICALLY NOT SHOWN HEREON.
 3. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES TO SURVEYOR AT ONCE.
 4. NO DIMENSIONS SHALL BE ASSUMED BY CLOSING.

ADDRESS: CHERRY LANE RD E CARL COURT
LACK IN THE WOODS, ILLINOIS
CLIENT: MOST HIGHLAND ACQUISITION & DEVELOPMENT LLC
FILED DATE: 05/29/2017 11:45 AM
DRAWN BY: JES, REVISED: JES, 05/29/2017

EXHIBIT A

LEGAL DESCRIPTION

Legal Description: LOT 162 IN HIDDEN VALLEY UNIT 3, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 28 AND PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1994, AS DOCUMENT NO. 94R70733, IN MCHENRY COUNTY, ILLINOIS.

Permanent Index #'s: 19-28-201-017

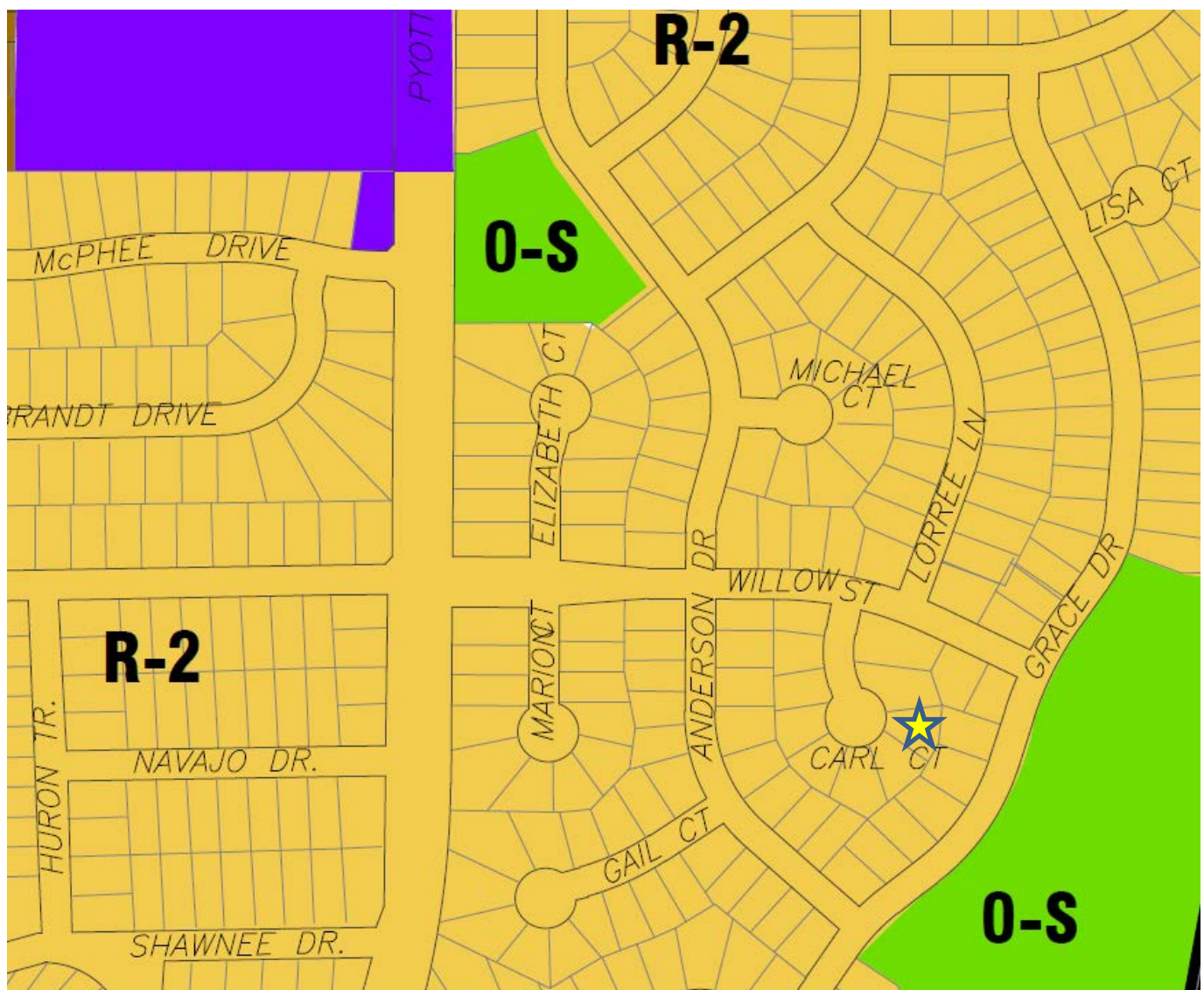
Property Address: 6 Carl Court, Lake In The Hills, Illinois 60156

Variation request for 6 Carl Court From Section 7.4 Residential Bulk Chart R-2 Zoning District

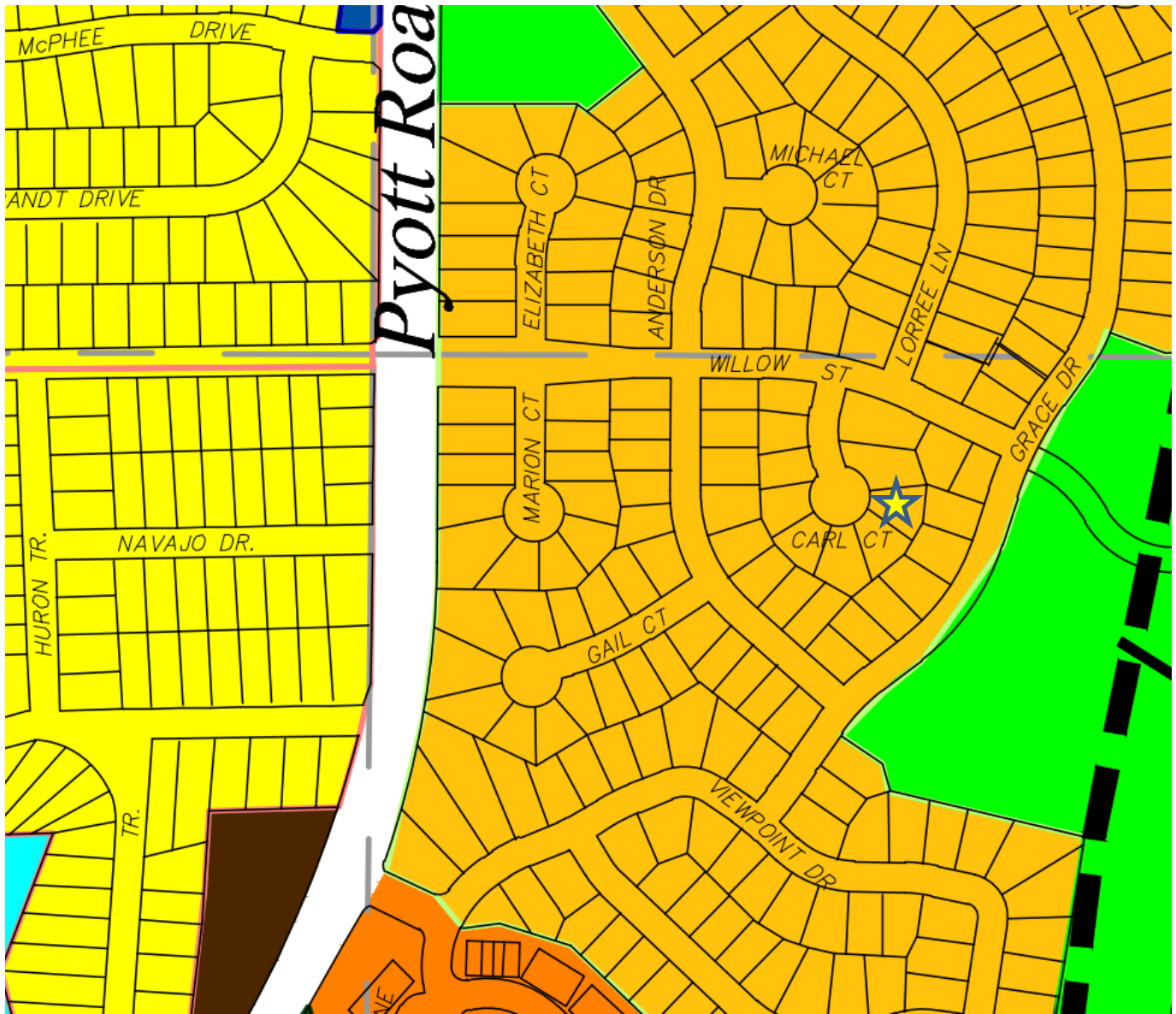


EXHIBITS





3. ZONING MAP



4. 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.)

5. AERIAL PHOTO



6. SITE PHOTOS



View of rear of house from Grace Drive



VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021 - ____

An Ordinance Granting a Variation to Section 7.4 Residential Bulk Chart in the R-2 Zoning District at 6 Carl Court, Parcel 19-28-201-017, to Allow for a Covered Deck to Encroach Up to Four Feet into the Rear Yard Setback

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 to regulate for the protection of the public health, safety, morals, and welfare, as granted in the Constitution of the State of Illinois; and

WHEREAS, Natalie and Adrian Medina, applicants and owners of the subject property at 6 Carl Court petitioned the Village of Lake in the Hills to request a variation to Section 7.4 Residential Bulk Chart in the R-2 Zoning District to allow for a covered deck to encroach up to four feet into the rear yard setback; 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 variation to Section 7.4 Residential Bulk Chart in the R-2 Zoning District, rear yard setback, at 6 Carl Court, Parcel 19-28-201-017, to allow for a covered deck to encroach up to four feet into the rear yard setback are hereby accepted.

SECTION 3: Approval of the variation for a covered deck to encroach up to four feet into the rear yard setback, is hereby granted

on the subject property. All plans shall comply with Village ordinances.

SECTION 4: 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 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgement shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall continue in full force and effect.

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

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

Passed this 28th day of October, 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 28TH DAY OF OCTOBER, 2021

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____