



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

DECEMBER 6, 2022
7:30 P.M

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Ordinance approving the 2023 Fiscal Year Budget
 2. Support Amendment and Pay Request for Financial Software
 - B. Police
 1. Change Order for PD Uniform Purchases
 - C. Finance
 1. Ordinance Approving a Budget Amendment to the Operating Budget for Fiscal Year Ending December 31, 2022
 2. Ordinance approving the 2022 Tax Levy Abatement
 3. Ordinance approving the 2022 Tax Levy
 4. Ordinance approving the 2022 Special Services Area Tax Levies
 - D. Public Works
 1. Award three Master Contracts for Professional Engineering Services in 2023
 2. Award a Contract for Water Conditioning Bulk Softener Salt
 3. Award a Contract for Gas Chlorine in 2023
 4. Award a Contract for the Purchase of Bulk Rock Salt for Village Roadway Snow and Ice Control
 5. Approval to Purchase Fuel in 2023
 6. Waive the Competitive Bidding Process for the Purchase of ThermaPoint R Liquid De-icer for snow and ice control
 7. Ordinance Amending Chapter 45 of the Municipal Code, Potable Water
 8. Approval to Purchase Aviation Fuel in 2023
 9. Ordinance Amending Chapter 53 of the Municipal Code, Airport Minimum Standards
 10. Ordinance Amending the Village's Airport Facility Lease Fees, Land Lease Fees, and Private Hanger Electrical Service Fees
 11. Commercial Activity Agreement with CST & Sons, LLC

- 12. Solar Project Lease Agreement
- 13. Runway 8/26 Rehabilitation & Reprofilng Project Award Concurrence

E. Parks & Recreation

- 1. Award a Contract to Play Illinois, LLC for the Lynn Dillow Playground Replacement

5. Board of Trustees

6. Village President

- A. Annual Appointments (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: _____



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Administration
SUBJECT: Ordinance – 2023 Fiscal Year Budget

EXECUTIVE SUMMARY

Attached is the proposed Budget Ordinance for the 2023 Fiscal Year as discussed at the budget workshop held on November 15, 2022. The proposed budget was made available to the public on November 15, 2022 via the Village's website at www.lith.org and at Village Hall. The public hearing is scheduled for Tuesday, December 6, 2022 at 7:15 p.m. at Village Hall.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. An Ordinance Establishing a Budget for the Village of Lake in the Hills for the 2023 Fiscal Year.
2. Certification of Annual Budget for the 2023 Fiscal Year for the Village of Lake in the Hills.
3. Exhibit A – Fiscal Year 2023 Budget.

RECOMMENDED MOTION

Motion to approve the attached Ordinance Establishing a Budget for the Village of Lake in the Hills for the 2023 Fiscal Year.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Establishing a Budget for the
Village of Lake in the Hills
for the 2023 Fiscal Year**

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

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

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

SECTION 1: That the budget for the 2023 Fiscal Year for the Village of Lake in the Hills, attached hereto as Exhibit A and made a part hereof, is hereby approved.

SECTION 2: That the wages for all eligible, regular, non-represented municipal positions be increased by 4.0% effective with the first full pay period in January 2023 and merit/performance pay to be effective the first full pay period in July 2023.

SECTION 3: That authorized full-time employee staffing levels for the Fiscal Year Ending December 31, 2023 shall be as follows:

Administration Department	-	9	Full-Time Employees
Community Development Department	-	6	Full-Time Employees
Finance Department	-	8	Full-Time Employees
Parks & Recreation Department	-	4	Full-Time Employees
Police Department	-	49	Full-Time Employees
Public Works Department	-	<u>40</u>	Full-Time Employees
Total		116	Full-Time Employees

SECTION 4: That all reimbursements made to employees for eligible tuition costs, book costs, and lab fees in accordance with the Educational Assistance Program contained in Section VII of the Personnel Rules and Regulations Manual shall be limited to \$3,000.00 per employee, or as defined by employment contract, for the Fiscal Year Ending December 31, 2023.

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

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

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

Passed this 8th day of December, 2022 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published:

**CERTIFICATION OF ANNUAL BUDGET
FOR THE 2023 FISCAL YEAR
FOR THE VILLAGE OF LAKE IN THE HILLS**

I, PETER J. STEFAN, do hereby certify that I am the duly qualified Treasurer of the VILLAGE OF LAKE IN THE HILLS and, as such Treasurer, I do further certify that the attached document represents the Annual Budget of the VILLAGE OF LAKE IN THE HILLS, McHenry County, Illinois, for the 2023 Fiscal Year beginning January 1, 2023 and ending December 31, 2023, as adopted by the Board of Trustees at their properly convened meeting held on the 8th day of December, 2022, as appears in the official records of said Village, and I do further certify that the attached document contains an estimate of the revenues the VILLAGE OF LAKE IN THE HILLS anticipates receiving during the 2023 Fiscal Year beginning January 1, 2023 and ending December 31, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 8th day of December, 2022.

Peter J. Stefan
Village Treasurer

(S E A L)

ATTEST: _____
Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Property Taxes</i>			
40.04	PT Corporate	5,524,639.00	5,524,639.00	5,524,639.00
40.08	PT IMRF	1,000.00	1,000.00	1,000.00
40.12	PT Police Protection	1,000.00	1,000.00	1,000.00
40.16	PT Police Pension	1,000.00	1,000.00	1,000.00
40.20	PT Audit	1,000.00	1,000.00	1,000.00
40.24	PT Liability Insurance	1,000.00	1,000.00	1,000.00
40.28	PT FICA	1,000.00	1,000.00	1,000.00
40.32	PT Workers Comp	1,000.00	1,000.00	1,000.00
40.36	PT Road & Bridge	209,981.00	209,981.00	209,981.00
	<i>Property Taxes Totals</i>	\$5,741,620.00	\$5,741,620.00	\$5,741,620.00
	<i>Sales & Other Taxes</i>			
41.04	ST Sales Tax	4,174,000.00	4,174,000.00	4,174,000.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Sales & Other Taxes</i>			
41.06	ST Cannabis HR Tax	450,000.00	450,000.00	450,000.00
41.08	ST Home Rule Sales Tax	2,894,000.00	2,894,000.00	2,894,000.00
41.10	ST Cannabis Use Tax	72,000.00	72,000.00	72,000.00
41.12	ST Use Tax	1,130,000.00	1,130,000.00	1,130,000.00
41.20	ST Excise Tax	200,000.00	200,000.00	200,000.00
41.24	ST Char Games/Pull Tab Tax	1,000.00	1,000.00	1,000.00
41.28	ST Video Gaming Tax	320,000.00	320,000.00	320,000.00
41.30	ST Amusement Tax	120,000.00	120,000.00	120,000.00
	<i>Sales & Other Taxes Totals</i>	\$9,361,000.00	\$9,361,000.00	\$9,361,000.00
	<i>Licenses and Permits</i>			
42.04	LP Business License	3,400.00	3,400.00	3,400.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 100 - General Fund				
REVENUE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
<i>Licenses and Permits</i>				
42.08	LP Contractor License	34,125.00	34,125.00	34,125.00
42.16	LP Miscellaneous Licenses	35,500.00	35,500.00	35,500.00
42.28	LP Liquor & Tobacco Licenses	48,900.00	48,900.00	48,900.00
42.40	LP Building & Occupancy Permits	109,700.00	109,700.00	109,700.00
<i>Licenses and Permits Totals</i>		\$231,625.00	\$231,625.00	\$231,625.00
<i>Intergovernmental</i>				
43.04	IG Income Tax	4,376,000.00	4,376,000.00	4,376,000.00
43.08	IG PPRT	10,000.00	10,000.00	10,000.00
43.16	IG Grants	95,300.00	95,300.00	95,300.00
<i>Intergovernmental Totals</i>		\$4,481,300.00	\$4,481,300.00	\$4,481,300.00
<i>Charges for Services</i>				
44.04	CS Plan Review & Zoning Fees	8,000.00	8,000.00	8,000.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Charges for Services</i>			
44.08	CS Impact Fees	37,100.00	37,100.00	37,100.00
44.12	CS Annexation / Platting Fees	1,000.00	1,000.00	1,000.00
44.16	CS Cable / Video Provider Fee	415,000.00	415,000.00	415,000.00
44.18	CS Natural Gas Franchise Fee	40,000.00	40,000.00	40,000.00
44.20	CS Police Services	98,000.00	98,000.00	98,000.00
44.26	CS Commercial Activity Fees	50,000.00	50,000.00	50,000.00
44.30	CS Park Programs	38,000.00	38,000.00	38,000.00
44.32	CS Facility Rental Fee	70,600.00	70,600.00	70,600.00
44.34	CS Recreation Programs	437,100.00	437,100.00	437,100.00
44.52	CS Rental Income	236,500.00	236,500.00	236,500.00
	<i>Charges for Services Totals</i>	\$1,431,300.00	\$1,431,300.00	\$1,431,300.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Fines, Fees and Forefeits</i>			
45.04	FF Court Fines	105,000.00	105,000.00	105,000.00
45.08	FF Fines - Ordinance Violation	50,000.00	50,000.00	50,000.00
45.16	FF Electronic Citation Fines	2,000.00	2,000.00	2,000.00
45.20	FF Warrant Execution / Bond Fees	1,500.00	1,500.00	1,500.00
45.24	FF Vehicle Impound / Towing Fees	18,000.00	18,000.00	18,000.00
	<i>Fines, Fees and Forefeits Totals</i>	\$176,500.00	\$176,500.00	\$176,500.00
	<i>Investment Income</i>			
46.04	II Interest Income	300,000.00	300,000.00	300,000.00
	<i>Investment Income Totals</i>	\$300,000.00	\$300,000.00	\$300,000.00
	<i>Miscellaneous</i>			
47.04	MR Misc Revenue	22,451.00	22,451.00	22,451.00
47.08	MR Contributions	2,000.00	2,000.00	2,000.00
47.16	MR Sunset Fest Revenue	178,705.00	178,705.00	178,705.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Miscellaneous			
47.20	MR Insurance/ Restitutions	30,000.00	30,000.00	30,000.00
	<i>Miscellaneous Totals</i>	<hr/>	<hr/>	<hr/>
		\$233,156.00	\$233,156.00	\$233,156.00
	Interfund Transfers			
49.04	Transfers Transfers In	578,969.00	578,969.00	578,969.00
	<i>Interfund Transfers Totals</i>	<hr/>	<hr/>	<hr/>
		\$578,969.00	\$578,969.00	\$578,969.00
	Division 00 - Non-Division Totals	<hr/>	<hr/>	<hr/>
		\$22,535,470.00	\$22,535,470.00	\$22,535,470.00
	Department 00 - Non-Departmental Totals	<hr/>	<hr/>	<hr/>
		\$22,535,470.00	\$22,535,470.00	\$22,535,470.00
	REVENUE TOTALS	<hr/>	<hr/>	<hr/>
		\$22,535,470.00	\$22,535,470.00	\$22,535,470.00
	EXPENSE			
	Department 10 - Executive			
	Division 00 - Non-Division			
	Personal Services			
50.16	Salaries & Wages Boards & Commissions	55,200.00	55,200.00	55,200.00
51.04	Taxes & Benefits FICA	4,300.00	4,300.00	4,300.00
	<i>Personal Services Totals</i>	<hr/>	<hr/>	<hr/>
		\$59,500.00	\$59,500.00	\$59,500.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 10 - Executive			
	Division 00 - Non-Division			
	Professional Development			
52.04	Prof Devel Conference/ School/ Training	2,410.00	2,410.00	2,410.00
52.08	Prof Devel Dues	16,421.00	16,421.00	16,421.00
52.12	Prof Devel Publications	135.00	135.00	135.00
52.16	Prof Devel Travel	1,630.00	1,630.00	1,630.00
52.20	Prof Devel Community Affairs	4,445.00	4,445.00	4,445.00
	<i>Professional Development Totals</i>	<hr/> \$25,041.00	<hr/> \$25,041.00	<hr/> \$25,041.00
	Contractual Services			
60.24	Professional Other Professional	300.00	300.00	300.00
63.12	CS Printing & Copying	63.00	63.00	63.00
63.34	CS Sales Tax Reimbursements	40,400.00	40,400.00	40,400.00
	<i>Contractual Services Totals</i>	<hr/> \$40,763.00	<hr/> \$40,763.00	<hr/> \$40,763.00
	Commodities			
72.04	Operating Supplies Operating Supplies	340.00	340.00	340.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 10 - Executive			
	Division 00 - Non-Division			
	Commodities			
72.16	Operating Supplies Uniforms & Protective Clothing	480.00	480.00	480.00
	<i>Commodities Totals</i>	\$820.00	\$820.00	\$820.00
	Division 00 - Non-Division Totals	\$126,124.00	\$126,124.00	\$126,124.00
	Department 10 - Executive Totals	\$126,124.00	\$126,124.00	\$126,124.00
	Department 12 - Village Administration			
	Division 00 - Non-Division			
	Personal Services			
50.04	Salaries & Wages Full Time	637,446.00	637,446.00	637,446.00
50.12	Salaries & Wages Part Time	31,100.00	31,100.00	31,100.00
50.20	Salaries & Wages Over Time	508.00	508.00	508.00
51.04	Taxes & Benefits FICA	53,300.00	53,300.00	53,300.00
51.08	Taxes & Benefits IMRF	48,200.00	48,200.00	48,200.00
51.20	Taxes & Benefits Health & Life Insurance	134,100.00	134,100.00	134,100.00
51.28	Taxes & Benefits Other Employee Benefits	22,239.00	22,239.00	22,239.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
Department	12 - Village Administration			
Division	00 - Non-Division			
	<i>Personal Services Totals</i>	\$926,893.00	\$926,893.00	\$926,893.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	6,075.00	6,075.00	6,075.00
52.08	Prof Devel Dues	4,130.00	4,130.00	4,130.00
52.12	Prof Devel Publications	1,375.00	1,375.00	1,375.00
52.16	Prof Devel Travel	4,590.00	4,590.00	4,590.00
52.20	Prof Devel Community Affairs	300.00	300.00	300.00
	<i>Professional Development Totals</i>	\$16,470.00	\$16,470.00	\$16,470.00
	<i>Contractual Services</i>			
60.12	Professional Legal	62,400.00	62,400.00	62,400.00
60.24	Professional Other Professional	19,859.00	19,859.00	19,859.00
61.16	Maintenance Equipment	3,480.00	3,480.00	3,480.00
62.20	Utilities Telephone	1,260.00	1,260.00	1,260.00
63.04	CS Postage	3,850.00	3,850.00	3,850.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 12 - Village Administration			
	Division 00 - Non-Division			
	Contractual Services			
63.08	CS Publishing & Advertising	100.00	100.00	100.00
63.12	CS Printing & Copying	9,205.00	9,205.00	9,205.00
	<i>Contractual Services Totals</i>	\$100,154.00	\$100,154.00	\$100,154.00
	Commodities			
72.04	Operating Supplies Operating Supplies	5,500.00	5,500.00	5,500.00
72.16	Operating Supplies Uniforms & Protective Clothing	720.00	720.00	720.00
	<i>Commodities Totals</i>	\$6,220.00	\$6,220.00	\$6,220.00
	Division 00 - Non-Division Totals	\$1,049,737.00	\$1,049,737.00	\$1,049,737.00
	Department 12 - Village Administration Totals	\$1,049,737.00	\$1,049,737.00	\$1,049,737.00
	Department 14 - Community Development			
	Division 00 - Non-Division			
	Personal Services			
50.04	Salaries & Wages Full Time	550,800.00	550,800.00	550,800.00
50.16	Salaries & Wages Boards & Commissions	3,600.00	3,600.00	3,600.00
50.20	Salaries & Wages Over Time	4,600.00	4,600.00	4,600.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 14 - Community Development			
	Division 00 - Non-Division			
	<i>Personal Services</i>			
51.04	Taxes & Benefits FICA	43,000.00	43,000.00	43,000.00
51.08	Taxes & Benefits IMRF	38,800.00	38,800.00	38,800.00
51.20	Taxes & Benefits Health & Life Insurance	102,800.00	102,800.00	102,800.00
51.28	Taxes & Benefits Other Employee Benefits	2,900.00	2,900.00	2,900.00
	<i>Personal Services Totals</i>	\$746,500.00	\$746,500.00	\$746,500.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	6,990.00	6,990.00	6,990.00
52.08	Prof Devel Dues	2,330.00	2,330.00	2,330.00
52.12	Prof Devel Publications	760.00	760.00	760.00
52.16	Prof Devel Travel	990.00	990.00	990.00
52.20	Prof Devel Community Affairs	250.00	250.00	250.00
	<i>Professional Development Totals</i>	\$11,320.00	\$11,320.00	\$11,320.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 14 - Community Development			
	Division 00 - Non-Division			
	<i>Contractual Services</i>			
60.08	Professional Engineering	13,500.00	13,500.00	13,500.00
60.24	Professional Other Professional	73,500.00	73,500.00	73,500.00
61.28	Maintenance Vehicles	500.00	500.00	500.00
62.20	Utilities Telephone	2,124.00	2,124.00	2,124.00
63.08	CS Publishing & Advertising	720.00	720.00	720.00
63.12	CS Printing & Copying	650.00	650.00	650.00
	<i>Contractual Services Totals</i>	\$90,994.00	\$90,994.00	\$90,994.00
	<i>Commodities</i>			
70.28	Supplies & Parts Vehicles	1,000.00	1,000.00	1,000.00
72.04	Operating Supplies Operating Supplies	3,700.00	3,700.00	3,700.00
72.12	Operating Supplies Fuel & Petroleum Supplies	6,404.00	6,404.00	6,404.00
72.16	Operating Supplies Uniforms & Protective Clothing	1,520.00	1,520.00	1,520.00
	<i>Commodities Totals</i>	\$12,624.00	\$12,624.00	\$12,624.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
Department	14 - Community Development			
	Division 00 - Non-Division Totals	\$861,438.00	\$861,438.00	\$861,438.00
	Department 14 - Community Development Totals	\$861,438.00	\$861,438.00	\$861,438.00
Department	16 - Finance			
	Division 00 - Non-Division			
	<i>Personal Services</i>			
50.04	Salaries & Wages Full Time	680,521.00	680,521.00	680,521.00
50.20	Salaries & Wages Over Time	3,840.00	3,840.00	3,840.00
51.04	Taxes & Benefits FICA	53,500.00	53,500.00	53,500.00
51.08	Taxes & Benefits IMRF	48,400.00	48,400.00	48,400.00
51.20	Taxes & Benefits Health & Life Insurance	150,200.00	150,200.00	150,200.00
51.28	Taxes & Benefits Other Employee Benefits	13,988.00	13,988.00	13,988.00
	<i>Personal Services Totals</i>	\$950,449.00	\$950,449.00	\$950,449.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	6,470.00	6,470.00	6,470.00
52.08	Prof Devel Dues	2,700.00	2,700.00	2,700.00
52.12	Prof Devel Publications	250.00	250.00	250.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 16 - Finance			
	Division 00 - Non-Division			
	<i>Professional Development</i>			
52.16	Prof Devel Travel	2,300.00	2,300.00	2,300.00
	<i>Professional Development Totals</i>	\$11,720.00	\$11,720.00	\$11,720.00
	<i>Contractual Services</i>			
60.04	Professional Accounting	32,800.00	32,800.00	32,800.00
60.24	Professional Other Professional	8,520.00	8,520.00	8,520.00
61.16	Maintenance Equipment	540.00	540.00	540.00
62.20	Utilities Telephone	636.00	636.00	636.00
63.04	CS Postage	2,600.00	2,600.00	2,600.00
63.08	CS Publishing & Advertising	1,300.00	1,300.00	1,300.00
63.12	CS Printing & Copying	1,800.00	1,800.00	1,800.00
	<i>Contractual Services Totals</i>	\$48,196.00	\$48,196.00	\$48,196.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 16 - Finance			
	Division 00 - Non-Division			
	Commodities			
71.04	Office Supplies Office Supplies	4,600.00	4,600.00	4,600.00
72.04	Operating Supplies Operating Supplies	2,850.00	2,850.00	2,850.00
72.16	Operating Supplies Uniforms & Protective Clothing	960.00	960.00	960.00
	<i>Commodities Totals</i>	<u>\$8,410.00</u>	<u>\$8,410.00</u>	<u>\$8,410.00</u>
	Division 00 - Non-Division Totals	<u>\$1,018,775.00</u>	<u>\$1,018,775.00</u>	<u>\$1,018,775.00</u>
	Department 16 - Finance Totals	<u>\$1,018,775.00</u>	<u>\$1,018,775.00</u>	<u>\$1,018,775.00</u>
	Department 20 - Police			
	Division 10 - Administration			
	Personal Services			
50.04	Salaries & Wages Full Time	541,000.00	541,000.00	541,000.00
50.16	Salaries & Wages Boards & Commissions	600.00	600.00	600.00
50.20	Salaries & Wages Over Time	300.00	300.00	300.00
51.04	Taxes & Benefits FICA	42,800.00	42,800.00	42,800.00
51.08	Taxes & Benefits IMRF	5,700.00	5,700.00	5,700.00
51.12	Taxes & Benefits Police Pension	76,200.00	76,200.00	76,200.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 20 - Police			
	Division 10 - Administration			
	<i>Personal Services</i>			
51.20	Taxes & Benefits Health & Life Insurance	106,600.00	106,600.00	106,600.00
51.28	Taxes & Benefits Other Employee Benefits	16,600.00	16,600.00	16,600.00
	<i>Personal Services Totals</i>	\$789,800.00	\$789,800.00	\$789,800.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	2,729.00	2,729.00	2,729.00
52.08	Prof Devel Dues	1,750.00	1,750.00	1,750.00
52.12	Prof Devel Publications	875.00	875.00	875.00
52.16	Prof Devel Travel	1,830.00	1,830.00	1,830.00
52.20	Prof Devel Community Affairs	4,925.00	4,925.00	4,925.00
	<i>Professional Development Totals</i>	\$12,109.00	\$12,109.00	\$12,109.00
	<i>Contractual Services</i>			
60.12	Professional Legal	68,820.00	68,820.00	68,820.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 20 - Police			
	Division 10 - Administration			
	<i>Contractual Services</i>			
60.16	Professional Medical	3,650.00	3,650.00	3,650.00
60.24	Professional Other Professional	494,022.00	494,022.00	494,022.00
61.16	Maintenance Equipment	27,250.00	27,250.00	27,250.00
61.28	Maintenance Vehicles	400.00	400.00	400.00
62.20	Utilities Telephone	8,712.00	8,712.00	8,712.00
63.04	CS Postage	1,160.00	1,160.00	1,160.00
63.08	CS Publishing & Advertising	796.00	796.00	796.00
63.12	CS Printing & Copying	870.00	870.00	870.00
63.16	CS Rentals	1,212.00	1,212.00	1,212.00
<i>Contractual Services Totals</i>		\$606,892.00	\$606,892.00	\$606,892.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 20 - Police			
	Division 10 - Administration			
	Commodities			
70.28	Supplies & Parts Vehicles	1,800.00	1,800.00	1,800.00
71.04	Office Supplies Office Supplies	8,850.00	8,850.00	8,850.00
72.04	Operating Supplies Operating Supplies	9,130.00	9,130.00	9,130.00
72.12	Operating Supplies Fuel & Petroleum Supplies	3,600.00	3,600.00	3,600.00
72.16	Operating Supplies Uniforms & Protective Clothing	4,300.00	4,300.00	4,300.00
	<i>Commodities Totals</i>	<u>\$27,680.00</u>	<u>\$27,680.00</u>	<u>\$27,680.00</u>
	Division 10 - Administration Totals	\$1,436,481.00	\$1,436,481.00	\$1,436,481.00
	Division 20 - Patrol			
	Personal Services			
50.04	Salaries & Wages Full Time	3,480,157.00	3,480,157.00	3,480,157.00
50.12	Salaries & Wages Part Time	11,160.00	11,160.00	11,160.00
50.20	Salaries & Wages Over Time	229,500.00	229,500.00	229,500.00
51.04	Taxes & Benefits FICA	290,400.00	290,400.00	290,400.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 20 - Police			
	Division 20 - Patrol			
	<i>Personal Services</i>			
51.08	Taxes & Benefits IMRF	9,900.00	9,900.00	9,900.00
51.12	Taxes & Benefits Police Pension	514,400.00	514,400.00	514,400.00
51.20	Taxes & Benefits Health & Life Insurance	716,252.00	716,252.00	716,252.00
51.28	Taxes & Benefits Other Employee Benefits	82,845.00	82,845.00	82,845.00
	<i>Personal Services Totals</i>	\$5,334,614.00	\$5,334,614.00	\$5,334,614.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	31,465.00	31,465.00	31,465.00
52.08	Prof Devel Dues	310.00	310.00	310.00
52.16	Prof Devel Travel	14,055.00	14,055.00	14,055.00
	<i>Professional Development Totals</i>	\$45,830.00	\$45,830.00	\$45,830.00
	<i>Contractual Services</i>			
60.16	Professional Medical	1,293.00	1,293.00	1,293.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 20 - Police			
	Division 20 - Patrol			
	<i>Contractual Services</i>			
60.24	Professional Other Professional	2,010.00	2,010.00	2,010.00
61.16	Maintenance Equipment	10,782.00	10,782.00	10,782.00
61.28	Maintenance Vehicles	5,450.00	5,450.00	5,450.00
62.20	Utilities Telephone	600.00	600.00	600.00
63.12	CS Printing & Copying	4,800.00	4,800.00	4,800.00
	<i>Contractual Services Totals</i>	\$24,935.00	\$24,935.00	\$24,935.00
	<i>Commodities</i>			
70.16	Supplies & Parts Equipment	3,130.00	3,130.00	3,130.00
70.28	Supplies & Parts Vehicles	20,000.00	20,000.00	20,000.00
72.04	Operating Supplies Operating Supplies	52,170.00	52,170.00	52,170.00
72.12	Operating Supplies Fuel & Petroleum Supplies	144,400.00	144,400.00	144,400.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 20 - Police			
	Division 20 - Patrol			
	Commodities			
72.16	Operating Supplies Uniforms & Protective Clothing	43,955.00	43,955.00	43,955.00
	<i>Commodities Totals</i>	<u>\$263,655.00</u>	<u>\$263,655.00</u>	<u>\$263,655.00</u>
	Division 20 - Patrol Totals	\$5,669,034.00	\$5,669,034.00	\$5,669,034.00
	Division 22 - Support Services			
	Personal Services			
50.04	Salaries & Wages Full Time	1,233,026.00	1,233,026.00	1,233,026.00
50.12	Salaries & Wages Part Time	37,800.00	37,800.00	37,800.00
50.20	Salaries & Wages Over Time	24,700.00	24,700.00	24,700.00
51.04	Taxes & Benefits FICA	101,000.00	101,000.00	101,000.00
51.08	Taxes & Benefits IMRF	25,300.00	25,300.00	25,300.00
51.12	Taxes & Benefits Police Pension	141,700.00	141,700.00	141,700.00
51.20	Taxes & Benefits Health & Life Insurance	339,848.00	339,848.00	339,848.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 20 - Police			
	Division 22 - Support Services			
	Personal Services			
51.28	Taxes & Benefits Other Employee Benefits	24,940.00	24,940.00	24,940.00
	<i>Personal Services Totals</i>	\$1,928,314.00	\$1,928,314.00	\$1,928,314.00
	Professional Development			
52.04	Prof Devel Conference/ School/ Training	10,284.00	10,284.00	10,284.00
52.08	Prof Devel Dues	2,931.00	2,931.00	2,931.00
52.12	Prof Devel Publications	4,600.00	4,600.00	4,600.00
52.16	Prof Devel Travel	6,495.00	6,495.00	6,495.00
52.20	Prof Devel Community Affairs	11,250.00	11,250.00	11,250.00
	<i>Professional Development Totals</i>	\$35,560.00	\$35,560.00	\$35,560.00
	Contractual Services			
60.24	Professional Other Professional	880.00	880.00	880.00
61.28	Maintenance Vehicles	300.00	300.00	300.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 20 - Police			
	Division 22 - Support Services			
	<i>Contractual Services</i>			
62.20	Utilities Telephone	1,956.00	1,956.00	1,956.00
63.16	CS Rentals	1,320.00	1,320.00	1,320.00
63.36	CS Miscellaneous Expense	854.00	854.00	854.00
64.20	Insurance Surety & Notary Bonds	30.00	30.00	30.00
	<i>Contractual Services Totals</i>	\$5,340.00	\$5,340.00	\$5,340.00
	<i>Commodities</i>			
70.28	Supplies & Parts Vehicles	3,400.00	3,400.00	3,400.00
72.04	Operating Supplies Operating Supplies	5,320.00	5,320.00	5,320.00
72.12	Operating Supplies Fuel & Petroleum Supplies	11,600.00	11,600.00	11,600.00
72.16	Operating Supplies Uniforms & Protective Clothing	8,775.00	8,775.00	8,775.00
	<i>Commodities Totals</i>	\$29,095.00	\$29,095.00	\$29,095.00
	Division 22 - Support Services Totals	\$1,998,309.00	\$1,998,309.00	\$1,998,309.00
	Department 20 - Police Totals	\$9,103,824.00	\$9,103,824.00	\$9,103,824.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 30 - Public Works			
	Division 10 - Administration			
	<i>Personal Services</i>			
50.04	Salaries & Wages Full Time	374,300.00	374,300.00	374,300.00
50.20	Salaries & Wages Over Time	300.00	300.00	300.00
51.04	Taxes & Benefits FICA	29,500.00	29,500.00	29,500.00
51.08	Taxes & Benefits IMRF	26,800.00	26,800.00	26,800.00
51.20	Taxes & Benefits Health & Life Insurance	104,000.00	104,000.00	104,000.00
51.28	Taxes & Benefits Other Employee Benefits	9,852.00	9,852.00	9,852.00
	<i>Personal Services Totals</i>	\$544,752.00	\$544,752.00	\$544,752.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	4,620.00	4,620.00	4,620.00
52.08	Prof Devel Dues	810.00	810.00	810.00
52.12	Prof Devel Publications	80.00	80.00	80.00
52.16	Prof Devel Travel	2,589.00	2,589.00	2,589.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 30 - Public Works			
	Division 10 - Administration			
	<i>Professional Development</i>			
52.20	Prof Devel Community Affairs	1,300.00	1,300.00	1,300.00
	<i>Professional Development Totals</i>	\$9,399.00	\$9,399.00	\$9,399.00
	<i>Contractual Services</i>			
60.16	Professional Medical	120.00	120.00	120.00
61.16	Maintenance Equipment	1,100.00	1,100.00	1,100.00
61.28	Maintenance Vehicles	100.00	100.00	100.00
62.20	Utilities Telephone	636.00	636.00	636.00
63.04	CS Postage	660.00	660.00	660.00
63.08	CS Publishing & Advertising	495.00	495.00	495.00
63.12	CS Printing & Copying	155.00	155.00	155.00
	<i>Contractual Services Totals</i>	\$3,266.00	\$3,266.00	\$3,266.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 30 - Public Works			
	Division 10 - Administration			
	Commodities			
70.28	Supplies & Parts Vehicles	100.00	100.00	100.00
71.04	Office Supplies Office Supplies	2,100.00	2,100.00	2,100.00
72.04	Operating Supplies Operating Supplies	2,000.00	2,000.00	2,000.00
72.12	Operating Supplies Fuel & Petroleum Supplies	500.00	500.00	500.00
72.16	Operating Supplies Uniforms & Protective Clothing	800.00	800.00	800.00
	<i>Commodities Totals</i>	\$5,500.00	\$5,500.00	\$5,500.00
	Division 10 - Administration Totals	\$562,917.00	\$562,917.00	\$562,917.00
	Division 30 - Streets			
	Personal Services			
50.04	Salaries & Wages Full Time	1,057,400.00	1,057,400.00	1,057,400.00
50.08	Salaries & Wages Personnel Services Reimbursement	(37,600.00)	(37,600.00)	(37,600.00)
50.12	Salaries & Wages Part Time	64,100.00	64,100.00	64,100.00
50.20	Salaries & Wages Over Time	65,700.00	65,700.00	65,700.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 30 - Public Works			
	Division 30 - Streets			
	<i>Personal Services</i>			
51.04	Taxes & Benefits FICA	93,000.00	93,000.00	93,000.00
51.08	Taxes & Benefits IMRF	81,100.00	81,100.00	81,100.00
51.20	Taxes & Benefits Health & Life Insurance	253,600.00	253,600.00	253,600.00
51.28	Taxes & Benefits Other Employee Benefits	27,700.00	27,700.00	27,700.00
	<i>Personal Services Totals</i>	\$1,605,000.00	\$1,605,000.00	\$1,605,000.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	3,405.00	3,405.00	3,405.00
52.08	Prof Devel Dues	700.00	700.00	700.00
52.12	Prof Devel Publications	3,950.00	3,950.00	3,950.00
52.16	Prof Devel Travel	2,448.00	2,448.00	2,448.00
	<i>Professional Development Totals</i>	\$10,503.00	\$10,503.00	\$10,503.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 100 - General Fund				
	EXPENSE			
	Department 30 - Public Works			
	Division 30 - Streets			
	Contractual Services			
60.08	Professional Engineering	46,000.00	46,000.00	46,000.00
60.16	Professional Medical	2,290.00	2,290.00	2,290.00
60.24	Professional Other Professional	9,084.00	9,084.00	9,084.00
61.04	Maintenance Grounds	338,250.00	338,250.00	338,250.00
61.12	Maintenance Infrastructure	85,100.00	85,100.00	85,100.00
61.16	Maintenance Equipment	22,700.00	22,700.00	22,700.00
61.28	Maintenance Vehicles	6,160.00	6,160.00	6,160.00
62.04	Utilities Electrical	202,200.00	202,200.00	202,200.00
62.20	Utilities Telephone	4,644.00	4,644.00	4,644.00
63.12	CS Printing & Copying	25.00	25.00	25.00
63.16	CS Rentals	9,764.00	9,764.00	9,764.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 30 - Public Works			
	Division 30 - Streets			
	<i>Contractual Services</i>			
63.24	CS Equipment Services Reimbursement	(15,400.00)	(15,400.00)	(15,400.00)
63.36	CS Miscellaneous Expense	61,000.00	61,000.00	61,000.00
	<i>Contractual Services Totals</i>	\$771,817.00	\$771,817.00	\$771,817.00
	<i>Commodities</i>			
70.04	Supplies & Parts Grounds	30,650.00	30,650.00	30,650.00
70.12	Supplies & Parts Infrastructure	43,272.00	43,272.00	43,272.00
70.16	Supplies & Parts Equipment	12,500.00	12,500.00	12,500.00
70.28	Supplies & Parts Vehicles	24,500.00	24,500.00	24,500.00
72.04	Operating Supplies Operating Supplies	61,468.00	61,468.00	61,468.00
72.08	Operating Supplies Ice & Snow Controls	189,000.00	189,000.00	189,000.00
72.12	Operating Supplies Fuel & Petroleum Supplies	81,141.00	81,141.00	81,141.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 30 - Public Works			
	Division 30 - Streets			
	Commodities			
72.16	Operating Supplies Uniforms & Protective Clothing	11,056.00	11,056.00	11,056.00
	<i>Commodities Totals</i>	<u>\$453,587.00</u>	<u>\$453,587.00</u>	<u>\$453,587.00</u>
	Division 30 - Streets Totals	<u>\$2,840,907.00</u>	<u>\$2,840,907.00</u>	<u>\$2,840,907.00</u>
	Division 32 - Public Properties			
	Personal Services			
50.04	Salaries & Wages Full Time	721,600.00	721,600.00	721,600.00
50.08	Salaries & Wages Personnel Services Reimbursement	(36,100.00)	(36,100.00)	(36,100.00)
50.12	Salaries & Wages Part Time	50,400.00	50,400.00	50,400.00
50.20	Salaries & Wages Over Time	50,300.00	50,300.00	50,300.00
51.04	Taxes & Benefits FICA	64,100.00	64,100.00	64,100.00
51.08	Taxes & Benefits IMRF	54,600.00	54,600.00	54,600.00
51.20	Taxes & Benefits Health & Life Insurance	207,300.00	207,300.00	207,300.00
51.28	Taxes & Benefits Other Employee Benefits	15,600.00	15,600.00	15,600.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
Department	30 - Public Works			
Division	32 - Public Properties			
	<i>Personal Services Totals</i>	\$1,127,800.00	\$1,127,800.00	\$1,127,800.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	5,765.00	5,765.00	5,765.00
52.08	Prof Devel Dues	470.00	470.00	470.00
52.12	Prof Devel Publications	90.00	90.00	90.00
52.16	Prof Devel Travel	1,971.00	1,971.00	1,971.00
	<i>Professional Development Totals</i>	\$8,296.00	\$8,296.00	\$8,296.00
	<i>Contractual Services</i>			
60.16	Professional Medical	2,563.00	2,563.00	2,563.00
60.24	Professional Other Professional	46,682.00	46,682.00	46,682.00
61.04	Maintenance Grounds	10,170.00	10,170.00	10,170.00
61.08	Maintenance Buildings & Structures	146,142.00	146,142.00	146,142.00
61.16	Maintenance Equipment	16,220.00	16,220.00	16,220.00
61.28	Maintenance Vehicles	3,600.00	3,600.00	3,600.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 30 - Public Works			
	Division 32 - Public Properties			
	<i>Contractual Services</i>			
61.32	Maintenance Janitorial	72,530.00	72,530.00	72,530.00
62.04	Utilities Electrical	2,640.00	2,640.00	2,640.00
62.08	Utilities Natural Gas	34,380.00	34,380.00	34,380.00
62.12	Utilities Sewer	1,760.00	1,760.00	1,760.00
62.20	Utilities Telephone	3,540.00	3,540.00	3,540.00
63.16	CS Rentals	5,800.00	5,800.00	5,800.00
63.24	CS Equipment Services Reimbursement	(12,050.00)	(12,050.00)	(12,050.00)
	<i>Contractual Services Totals</i>	\$333,977.00	\$333,977.00	\$333,977.00
	<i>Commodities</i>			
70.04	Supplies & Parts Grounds	24,935.00	24,935.00	24,935.00
70.08	Supplies & Parts Buildings & Structures	43,750.00	43,750.00	43,750.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 30 - Public Works			
	Division 32 - Public Properties			
	Commodities			
70.16	Supplies & Parts Equipment	13,700.00	13,700.00	13,700.00
70.28	Supplies & Parts Vehicles	11,000.00	11,000.00	11,000.00
72.04	Operating Supplies Operating Supplies	57,591.00	57,591.00	57,591.00
72.08	Operating Supplies Ice & Snow Controls	2,200.00	2,200.00	2,200.00
72.12	Operating Supplies Fuel & Petroleum Supplies	36,464.00	36,464.00	36,464.00
72.16	Operating Supplies Uniforms & Protective Clothing	7,777.00	7,777.00	7,777.00
	<i>Commodities Totals</i>	\$197,417.00	\$197,417.00	\$197,417.00
	Division 32 - Public Properties Totals	\$1,667,490.00	\$1,667,490.00	\$1,667,490.00
	Department 30 - Public Works Totals	\$5,071,314.00	\$5,071,314.00	\$5,071,314.00
	Department 40 - Parks & Recreation			
	Division 10 - Administration			
	Personal Services			
50.04	Salaries & Wages Full Time	132,100.00	132,100.00	132,100.00
50.12	Salaries & Wages Part Time	19,395.00	19,395.00	19,395.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 40 - Parks & Recreation			
	Division 10 - Administration			
	<i>Personal Services</i>			
50.16	Salaries & Wages Boards & Commissions	3,850.00	3,850.00	3,850.00
51.04	Taxes & Benefits FICA	12,200.00	12,200.00	12,200.00
51.08	Taxes & Benefits IMRF	9,400.00	9,400.00	9,400.00
51.20	Taxes & Benefits Health & Life Insurance	31,500.00	31,500.00	31,500.00
51.28	Taxes & Benefits Other Employee Benefits	2,949.00	2,949.00	2,949.00
	<i>Personal Services Totals</i>	\$211,394.00	\$211,394.00	\$211,394.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	350.00	350.00	350.00
52.08	Prof Devel Dues	58,277.00	58,277.00	58,277.00
52.16	Prof Devel Travel	560.00	560.00	560.00
	<i>Professional Development Totals</i>	\$59,187.00	\$59,187.00	\$59,187.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 40 - Parks & Recreation			
	Division 10 - Administration			
	Contractual Services			
62.20	Utilities Telephone	360.00	360.00	360.00
63.32	CS Festival & Event	178,740.00	178,740.00	178,740.00
	<i>Contractual Services Totals</i>	\$179,100.00	\$179,100.00	\$179,100.00
	Commodities			
72.16	Operating Supplies Uniforms & Protective Clothing	120.00	120.00	120.00
	<i>Commodities Totals</i>	\$120.00	\$120.00	\$120.00
	Division 10 - Administration Totals	\$449,801.00	\$449,801.00	\$449,801.00
	Division 40 - Parks			
	Personal Services			
50.12	Salaries & Wages Part Time	12,600.00	12,600.00	12,600.00
51.04	Taxes & Benefits FICA	1,000.00	1,000.00	1,000.00
	<i>Personal Services Totals</i>	\$13,600.00	\$13,600.00	\$13,600.00
	Contractual Services			
60.16	Professional Medical	255.00	255.00	255.00
60.22	Professional Lab Testing Services	1,380.00	1,380.00	1,380.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 40 - Parks & Recreation			
	Division 40 - Parks			
	<i>Contractual Services</i>			
60.24	Professional Other Professional	40,584.00	40,584.00	40,584.00
62.20	Utilities Telephone	180.00	180.00	180.00
63.12	CS Printing & Copying	1,950.00	1,950.00	1,950.00
63.16	CS Rentals	15,481.00	15,481.00	15,481.00
	<i>Contractual Services Totals</i>	\$59,830.00	\$59,830.00	\$59,830.00
	<i>Commodities</i>			
72.04	Operating Supplies Operating Supplies	1,900.00	1,900.00	1,900.00
72.16	Operating Supplies Uniforms & Protective Clothing	90.00	90.00	90.00
	<i>Commodities Totals</i>	\$1,990.00	\$1,990.00	\$1,990.00
	Division 40 - Parks Totals	\$75,420.00	\$75,420.00	\$75,420.00
	Division 42 - Recreation			
	<i>Personal Services</i>			
50.04	Salaries & Wages Full Time	252,000.00	252,000.00	252,000.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 40 - Parks & Recreation			
	Division 42 - Recreation			
	<i>Personal Services</i>			
50.12	Salaries & Wages Part Time	262,600.00	262,600.00	262,600.00
51.04	Taxes & Benefits FICA	39,600.00	39,600.00	39,600.00
51.08	Taxes & Benefits IMRF	21,200.00	21,200.00	21,200.00
51.20	Taxes & Benefits Health & Life Insurance	62,100.00	62,100.00	62,100.00
51.28	Taxes & Benefits Other Employee Benefits	2,100.00	2,100.00	2,100.00
	<i>Personal Services Totals</i>	\$639,600.00	\$639,600.00	\$639,600.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	3,617.00	3,617.00	3,617.00
52.08	Prof Devel Dues	1,235.00	1,235.00	1,235.00
52.16	Prof Devel Travel	2,240.00	2,240.00	2,240.00
	<i>Professional Development Totals</i>	\$7,092.00	\$7,092.00	\$7,092.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 40 - Parks & Recreation			
	Division 42 - Recreation			
	<i>Contractual Services</i>			
60.16	Professional Medical	1,800.00	1,800.00	1,800.00
60.24	Professional Other Professional	62,721.00	62,721.00	62,721.00
61.16	Maintenance Equipment	500.00	500.00	500.00
61.28	Maintenance Vehicles	200.00	200.00	200.00
62.20	Utilities Telephone	2,796.00	2,796.00	2,796.00
63.04	CS Postage	10,500.00	10,500.00	10,500.00
63.08	CS Publishing & Advertising	1,500.00	1,500.00	1,500.00
63.12	CS Printing & Copying	9,000.00	9,000.00	9,000.00
63.16	CS Rentals	9,000.00	9,000.00	9,000.00
63.36	CS Miscellaneous Expense	100.00	100.00	100.00
<i>Contractual Services Totals</i>		\$98,117.00	\$98,117.00	\$98,117.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 40 - Parks & Recreation			
	Division 42 - Recreation			
	Commodities			
70.16	Supplies & Parts Equipment	2,000.00	2,000.00	2,000.00
70.28	Supplies & Parts Vehicles	2,500.00	2,500.00	2,500.00
72.04	Operating Supplies Operating Supplies	30,971.00	30,971.00	30,971.00
72.12	Operating Supplies Fuel & Petroleum Supplies	1,010.00	1,010.00	1,010.00
72.16	Operating Supplies Uniforms & Protective Clothing	2,430.00	2,430.00	2,430.00
	<i>Commodities Totals</i>	<u>\$38,911.00</u>	<u>\$38,911.00</u>	<u>\$38,911.00</u>
	Division 42 - Recreation Totals	<u>\$783,720.00</u>	<u>\$783,720.00</u>	<u>\$783,720.00</u>
	Department 40 - Parks & Recreation Totals	<u>\$1,308,941.00</u>	<u>\$1,308,941.00</u>	<u>\$1,308,941.00</u>
	Department 60 - Management Information Systems			
	Division 00 - Non-Division			
	Personal Services			
50.04	Salaries & Wages Full Time	181,000.00	181,000.00	181,000.00
50.20	Salaries & Wages Over Time	1,200.00	1,200.00	1,200.00
51.04	Taxes & Benefits FICA	14,200.00	14,200.00	14,200.00
51.08	Taxes & Benefits IMRF	12,900.00	12,900.00	12,900.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 60 - Management Information Systems			
	Division 00 - Non-Division			
	<i>Personal Services</i>			
51.20	Taxes & Benefits Health & Life Insurance	62,800.00	62,800.00	62,800.00
51.28	Taxes & Benefits Other Employee Benefits	2,600.00	2,600.00	2,600.00
	<i>Personal Services Totals</i>	\$274,700.00	\$274,700.00	\$274,700.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	5,365.00	5,365.00	5,365.00
52.08	Prof Devel Dues	200.00	200.00	200.00
52.16	Prof Devel Travel	300.00	300.00	300.00
	<i>Professional Development Totals</i>	\$5,865.00	\$5,865.00	\$5,865.00
	<i>Contractual Services</i>			
61.16	Maintenance Equipment	5,320.00	5,320.00	5,320.00
61.24	Maintenance Computers	336,395.00	336,395.00	336,395.00
62.20	Utilities Telephone	6,540.00	6,540.00	6,540.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 60 - Management Information Systems			
	Division 00 - Non-Division			
	Contractual Services			
62.24	Utilities Internet Services	19,372.00	19,372.00	19,372.00
	<i>Contractual Services Totals</i>	<hr/>	<hr/>	<hr/>
		\$367,627.00	\$367,627.00	\$367,627.00
	Commodities			
70.20	Supplies & Parts Information Systems	60,070.00	60,070.00	60,070.00
70.24	Supplies & Parts Software	43,062.00	43,062.00	43,062.00
72.04	Operating Supplies Operating Supplies	250.00	250.00	250.00
72.16	Operating Supplies Uniforms & Protective Clothing	240.00	240.00	240.00
	<i>Commodities Totals</i>	<hr/>	<hr/>	<hr/>
		\$103,622.00	\$103,622.00	\$103,622.00
	Division 00 - Non-Division Totals	<hr/>	<hr/>	<hr/>
		\$751,814.00	\$751,814.00	\$751,814.00
	Department 60 - Management Information Systems Totals	<hr/>	<hr/>	<hr/>
		\$751,814.00	\$751,814.00	\$751,814.00
	Department 70 - Insurance & Tort			
	Division 00 - Non-Division			
	Contractual Services			
64.04	Insurance State Unemployment Ins	15,000.00	15,000.00	15,000.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	100 - General Fund			
	EXPENSE			
	Department 70 - Insurance & Tort			
	Division 00 - Non-Division			
	Contractual Services			
64.08	Insurance Workers Comp - Premium	262,200.00	262,200.00	262,200.00
64.12	Insurance Workers Comp - Deductible	75,000.00	75,000.00	75,000.00
64.20	Insurance Surety & Notary Bonds	600.00	600.00	600.00
64.24	Insurance General Liability - Premium	242,500.00	242,500.00	242,500.00
64.32	Insurance General Liability - Deductible	25,000.00	25,000.00	25,000.00
	<i>Contractual Services Totals</i>	<u>\$620,300.00</u>	<u>\$620,300.00</u>	<u>\$620,300.00</u>
	Division 00 - Non-Division Totals	<u>\$620,300.00</u>	<u>\$620,300.00</u>	<u>\$620,300.00</u>
	Department 70 - Insurance & Tort Totals	<u>\$620,300.00</u>	<u>\$620,300.00</u>	<u>\$620,300.00</u>
	Department 90 - Interfund Transfers			
	Division 00 - Non-Division			
	Interfund Transfers			
95.04	Transfers Transfers Out	2,684,203.00	2,684,203.00	2,684,203.00
	<i>Interfund Transfers Totals</i>	<u>\$2,684,203.00</u>	<u>\$2,684,203.00</u>	<u>\$2,684,203.00</u>
	Division 00 - Non-Division Totals	<u>\$2,684,203.00</u>	<u>\$2,684,203.00</u>	<u>\$2,684,203.00</u>
	Department 90 - Interfund Transfers Totals	<u>\$2,684,203.00</u>	<u>\$2,684,203.00</u>	<u>\$2,684,203.00</u>
	EXPENSE TOTALS	<u>\$22,596,470.00</u>	<u>\$22,596,470.00</u>	<u>\$22,596,470.00</u>
	Fund 100 - General Fund Totals			
	REVENUE TOTALS	<u>\$22,535,470.00</u>	<u>\$22,535,470.00</u>	<u>\$22,535,470.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
EXPENSE TOTALS		\$22,596,470.00	\$22,596,470.00	\$22,596,470.00
Fund	100 - General Fund Totals	(\$61,000.00)	(\$61,000.00)	(\$61,000.00)
Fund	202 - Motor Fuel			
REVENUE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
Intergovernmental				
43.12	IG MFT Allotments	1,174,000.00	1,174,000.00	1,174,000.00
<i>Intergovernmental Totals</i>		\$1,174,000.00	\$1,174,000.00	\$1,174,000.00
Investment Income				
46.04	II Interest Income	8,900.00	8,900.00	8,900.00
<i>Investment Income Totals</i>		\$8,900.00	\$8,900.00	\$8,900.00
Miscellaneous				
47.08	MR Contributions	212,640.00	212,640.00	212,640.00
<i>Miscellaneous Totals</i>		\$212,640.00	\$212,640.00	\$212,640.00
Division 00 - Non-Division Totals		\$1,395,540.00	\$1,395,540.00	\$1,395,540.00
Department 00 - Non-Departmental Totals		\$1,395,540.00	\$1,395,540.00	\$1,395,540.00
REVENUE TOTALS		\$1,395,540.00	\$1,395,540.00	\$1,395,540.00
EXPENSE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
Capital Outlay				
80.16	Capital Streets	1,585,440.00	1,585,440.00	1,585,440.00
80.36	Capital Professional Services	377,970.00	377,970.00	377,970.00
<i>Capital Outlay Totals</i>		\$1,963,410.00	\$1,963,410.00	\$1,963,410.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	202 - Motor Fuel			
	EXPENSE			
Department	00 - Non-Departmental			
Division	00 - Non-Division Totals	\$1,963,410.00	\$1,963,410.00	\$1,963,410.00
Department	00 - Non-Departmental Totals	\$1,963,410.00	\$1,963,410.00	\$1,963,410.00
	EXPENSE TOTALS	\$1,963,410.00	\$1,963,410.00	\$1,963,410.00
Fund	202 - Motor Fuel Totals			
	REVENUE TOTALS	\$1,395,540.00	\$1,395,540.00	\$1,395,540.00
	EXPENSE TOTALS	\$1,963,410.00	\$1,963,410.00	\$1,963,410.00
Fund	202 - Motor Fuel Totals	(\$567,870.00)	(\$567,870.00)	(\$567,870.00)
Fund	210 - Police Seizure Fund			
	REVENUE			
Department	00 - Non-Departmental			
Division	00 - Non-Division			
	Investment Income			
46.04	II Interest Income	1,500.00	1,500.00	1,500.00
	<i>Investment Income Totals</i>	\$1,500.00	\$1,500.00	\$1,500.00
Division	00 - Non-Division Totals	\$1,500.00	\$1,500.00	\$1,500.00
Department	00 - Non-Departmental Totals	\$1,500.00	\$1,500.00	\$1,500.00
	REVENUE TOTALS	\$1,500.00	\$1,500.00	\$1,500.00
Fund	210 - Police Seizure Fund Totals			
	REVENUE TOTALS	\$1,500.00	\$1,500.00	\$1,500.00
Fund	210 - Police Seizure Fund Totals	\$1,500.00	\$1,500.00	\$1,500.00
Fund	220 - Veterans Memorial Fund			
	REVENUE			
Department	00 - Non-Departmental			
Division	00 - Non-Division			
	Miscellaneous			
47.08	MR Contributions	225.00	225.00	225.00
	<i>Miscellaneous Totals</i>	\$225.00	\$225.00	\$225.00
Division	00 - Non-Division Totals	\$225.00	\$225.00	\$225.00
Department	00 - Non-Departmental Totals	\$225.00	\$225.00	\$225.00
	REVENUE TOTALS	\$225.00	\$225.00	\$225.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	220 - Veterans Memorial Fund			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Commodities			
72.04	Operating Supplies Operating Supplies	250.00	250.00	250.00
	<i>Commodities Totals</i>	\$250.00	\$250.00	\$250.00
	Division 00 - Non-Division Totals	\$250.00	\$250.00	\$250.00
	Department 00 - Non-Departmental Totals	\$250.00	\$250.00	\$250.00
	EXPENSE TOTALS	\$250.00	\$250.00	\$250.00
	Fund 220 - Veterans Memorial Fund Totals			
	REVENUE TOTALS	\$225.00	\$225.00	\$225.00
	EXPENSE TOTALS	\$250.00	\$250.00	\$250.00
	Fund 220 - Veterans Memorial Fund Totals	(\$25.00)	(\$25.00)	(\$25.00)
Fund	304 - SSA 1			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSAs	2,205.00	2,205.00	2,205.00
	<i>Property Taxes Totals</i>	\$2,205.00	\$2,205.00	\$2,205.00
	Investment Income			
46.04	II Interest Income	370.00	370.00	370.00
	<i>Investment Income Totals</i>	\$370.00	\$370.00	\$370.00
	Division 00 - Non-Division Totals	\$2,575.00	\$2,575.00	\$2,575.00
	Department 00 - Non-Departmental Totals	\$2,575.00	\$2,575.00	\$2,575.00
	REVENUE TOTALS	\$2,575.00	\$2,575.00	\$2,575.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 304 - SSA 1				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	500.00	500.00	500.00
	<i>Personal Services Totals</i>	<u>\$500.00</u>	<u>\$500.00</u>	<u>\$500.00</u>
	Contractual Services			
61.04	Maintenance Grounds	4,260.00	4,260.00	4,260.00
63.24	CS Equipment Services Reimbursement	200.00	200.00	200.00
	<i>Contractual Services Totals</i>	<u>\$4,460.00</u>	<u>\$4,460.00</u>	<u>\$4,460.00</u>
	Division 00 - Non-Division Totals	<u>\$4,960.00</u>	<u>\$4,960.00</u>	<u>\$4,960.00</u>
	Department 00 - Non-Departmental Totals	<u>\$4,960.00</u>	<u>\$4,960.00</u>	<u>\$4,960.00</u>
	EXPENSE TOTALS	<u>\$4,960.00</u>	<u>\$4,960.00</u>	<u>\$4,960.00</u>
	Fund 304 - SSA 1 Totals			
	REVENUE TOTALS	<u>\$2,575.00</u>	<u>\$2,575.00</u>	<u>\$2,575.00</u>
	EXPENSE TOTALS	<u>\$4,960.00</u>	<u>\$4,960.00</u>	<u>\$4,960.00</u>
	Fund 304 - SSA 1 Totals	<u>(\$2,385.00)</u>	<u>(\$2,385.00)</u>	<u>(\$2,385.00)</u>
Fund 308 - SSA 2				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSAs	140,360.00	140,360.00	140,360.00
	<i>Property Taxes Totals</i>	<u>\$140,360.00</u>	<u>\$140,360.00</u>	<u>\$140,360.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	308 - SSA 2			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Investment Income</i>			
46.04	II Interest Income	6,180.00	6,180.00	6,180.00
	<i>Investment Income Totals</i>	\$6,180.00	\$6,180.00	\$6,180.00
	Division 00 - Non-Division Totals	\$146,540.00	\$146,540.00	\$146,540.00
	Department 00 - Non-Departmental Totals	\$146,540.00	\$146,540.00	\$146,540.00
	REVENUE TOTALS	\$146,540.00	\$146,540.00	\$146,540.00
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Personal Services</i>			
50.08	Salaries & Wages Personnel Services Reimbursement	15,600.00	15,600.00	15,600.00
	<i>Personal Services Totals</i>	\$15,600.00	\$15,600.00	\$15,600.00
	<i>Contractual Services</i>			
60.24	Professional Other Professional	200.00	200.00	200.00
61.04	Maintenance Grounds	83,165.00	83,165.00	83,165.00
63.24	CS Equipment Services Reimbursement	6,600.00	6,600.00	6,600.00
	<i>Contractual Services Totals</i>	\$89,965.00	\$89,965.00	\$89,965.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 308 - SSA 2				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Commodities			
70.04	Supplies & Parts Grounds	2,800.00	2,800.00	2,800.00
70.16	Supplies & Parts Equipment	1,000.00	1,000.00	1,000.00
72.04	Operating Supplies Operating Supplies	3,500.00	3,500.00	3,500.00
	<i>Commodities Totals</i>	\$7,300.00	\$7,300.00	\$7,300.00
	Capital Outlay			
80.12	Capital Improvements	119,150.00	119,150.00	119,150.00
	<i>Capital Outlay Totals</i>	\$119,150.00	\$119,150.00	\$119,150.00
	Division 00 - Non-Division Totals	\$232,015.00	\$232,015.00	\$232,015.00
	Department 00 - Non-Departmental Totals	\$232,015.00	\$232,015.00	\$232,015.00
	EXPENSE TOTALS	\$232,015.00	\$232,015.00	\$232,015.00
	Fund 308 - SSA 2 Totals			
	REVENUE TOTALS	\$146,540.00	\$146,540.00	\$146,540.00
	EXPENSE TOTALS	\$232,015.00	\$232,015.00	\$232,015.00
	Fund 308 - SSA 2 Totals	(\$85,475.00)	(\$85,475.00)	(\$85,475.00)
Fund 312 - SSA 3				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSAs	76,710.00	76,710.00	76,710.00
	<i>Property Taxes Totals</i>	\$76,710.00	\$76,710.00	\$76,710.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 312 - SSA 3				
REVENUE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
<i>Investment Income</i>				
46.04	II Interest Income	9,260.00	9,260.00	9,260.00
	<i>Investment Income Totals</i>	<u>\$9,260.00</u>	<u>\$9,260.00</u>	<u>\$9,260.00</u>
	Division 00 - Non-Division Totals	<u>\$85,970.00</u>	<u>\$85,970.00</u>	<u>\$85,970.00</u>
	Department 00 - Non-Departmental Totals	<u>\$85,970.00</u>	<u>\$85,970.00</u>	<u>\$85,970.00</u>
	REVENUE TOTALS	<u>\$85,970.00</u>	<u>\$85,970.00</u>	<u>\$85,970.00</u>
EXPENSE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
<i>Personal Services</i>				
50.08	Salaries & Wages Personnel Services Reimbursement	9,100.00	9,100.00	9,100.00
	<i>Personal Services Totals</i>	<u>\$9,100.00</u>	<u>\$9,100.00</u>	<u>\$9,100.00</u>
<i>Contractual Services</i>				
61.04	Maintenance Grounds	66,810.00	66,810.00	66,810.00
63.24	CS Equipment Services Reimbursement	4,300.00	4,300.00	4,300.00
	<i>Contractual Services Totals</i>	<u>\$71,110.00</u>	<u>\$71,110.00</u>	<u>\$71,110.00</u>
<i>Commodities</i>				
70.04	Supplies & Parts Grounds	2,900.00	2,900.00	2,900.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 312 - SSA 3				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Commodities			
70.16	Supplies & Parts Equipment	100.00	100.00	100.00
	<i>Commodities Totals</i>	\$3,000.00	\$3,000.00	\$3,000.00
	Division 00 - Non-Division Totals	\$83,210.00	\$83,210.00	\$83,210.00
	Department 00 - Non-Departmental Totals	\$83,210.00	\$83,210.00	\$83,210.00
	EXPENSE TOTALS	\$83,210.00	\$83,210.00	\$83,210.00
	Fund 312 - SSA 3 Totals			
	REVENUE TOTALS	\$85,970.00	\$85,970.00	\$85,970.00
	EXPENSE TOTALS	\$83,210.00	\$83,210.00	\$83,210.00
	Fund 312 - SSA 3 Totals	\$2,760.00	\$2,760.00	\$2,760.00
Fund 316 - SSA 4A				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSAs	41,940.00	41,940.00	41,940.00
	<i>Property Taxes Totals</i>	\$41,940.00	\$41,940.00	\$41,940.00
	Investment Income			
46.04	II Interest Income	5,870.00	5,870.00	5,870.00
	<i>Investment Income Totals</i>	\$5,870.00	\$5,870.00	\$5,870.00
	Division 00 - Non-Division Totals	\$47,810.00	\$47,810.00	\$47,810.00
	Department 00 - Non-Departmental Totals	\$47,810.00	\$47,810.00	\$47,810.00
	REVENUE TOTALS	\$47,810.00	\$47,810.00	\$47,810.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 316 - SSA 4A				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	4,600.00	4,600.00	4,600.00
	<i>Personal Services Totals</i>	\$4,600.00	\$4,600.00	\$4,600.00
	Contractual Services			
61.04	Maintenance Grounds	11,185.00	11,185.00	11,185.00
63.24	CS Equipment Services Reimbursement	2,300.00	2,300.00	2,300.00
	<i>Contractual Services Totals</i>	\$13,485.00	\$13,485.00	\$13,485.00
	Commodities			
70.04	Supplies & Parts Grounds	1,900.00	1,900.00	1,900.00
70.16	Supplies & Parts Equipment	250.00	250.00	250.00
72.04	Operating Supplies Operating Supplies	2,760.00	2,760.00	2,760.00
	<i>Commodities Totals</i>	\$4,910.00	\$4,910.00	\$4,910.00
	Division 00 - Non-Division Totals	\$22,995.00	\$22,995.00	\$22,995.00
	Department 00 - Non-Departmental Totals	\$22,995.00	\$22,995.00	\$22,995.00
	EXPENSE TOTALS	\$22,995.00	\$22,995.00	\$22,995.00
	Fund 316 - SSA 4A Totals			
	REVENUE TOTALS	\$47,810.00	\$47,810.00	\$47,810.00
	EXPENSE TOTALS	\$22,995.00	\$22,995.00	\$22,995.00
	Fund 316 - SSA 4A Totals	\$24,815.00	\$24,815.00	\$24,815.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 320 - SSA 4B				
REVENUE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
<i>Property Taxes</i>				
40.40	PT SSAs	2,600.00	2,600.00	2,600.00
<i>Property Taxes Totals</i>		\$2,600.00	\$2,600.00	\$2,600.00
<i>Investment Income</i>				
46.04	II Interest Income	740.00	740.00	740.00
<i>Investment Income Totals</i>		\$740.00	\$740.00	\$740.00
Division 00 - Non-Division Totals		\$3,340.00	\$3,340.00	\$3,340.00
Department 00 - Non-Departmental Totals		\$3,340.00	\$3,340.00	\$3,340.00
REVENUE TOTALS		\$3,340.00	\$3,340.00	\$3,340.00
EXPENSE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
<i>Personal Services</i>				
50.08	Salaries & Wages Personnel Services Reimbursement	200.00	200.00	200.00
<i>Personal Services Totals</i>		\$200.00	\$200.00	\$200.00
<i>Contractual Services</i>				
61.04	Maintenance Grounds	380.00	380.00	380.00
63.24	CS Equipment Services Reimbursement	200.00	200.00	200.00
<i>Contractual Services Totals</i>		\$580.00	\$580.00	\$580.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 320 - SSA 4B				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Commodities			
70.16	Supplies & Parts Equipment	20.00	20.00	20.00
72.04	Operating Supplies Operating Supplies	240.00	240.00	240.00
	<i>Commodities Totals</i>	\$260.00	\$260.00	\$260.00
	Division 00 - Non-Division Totals	\$1,040.00	\$1,040.00	\$1,040.00
	Department 00 - Non-Departmental Totals	\$1,040.00	\$1,040.00	\$1,040.00
	EXPENSE TOTALS	\$1,040.00	\$1,040.00	\$1,040.00
	Fund 320 - SSA 4B Totals			
	REVENUE TOTALS	\$3,340.00	\$3,340.00	\$3,340.00
	EXPENSE TOTALS	\$1,040.00	\$1,040.00	\$1,040.00
	Fund 320 - SSA 4B Totals	\$2,300.00	\$2,300.00	\$2,300.00
Fund 324 - SSA 5				
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSAs	70,570.00	70,570.00	70,570.00
	<i>Property Taxes Totals</i>	\$70,570.00	\$70,570.00	\$70,570.00
	Investment Income			
46.04	II Interest Income	7,940.00	7,940.00	7,940.00
	<i>Investment Income Totals</i>	\$7,940.00	\$7,940.00	\$7,940.00
	Division 00 - Non-Division Totals	\$78,510.00	\$78,510.00	\$78,510.00
	Department 00 - Non-Departmental Totals	\$78,510.00	\$78,510.00	\$78,510.00
	REVENUE TOTALS	\$78,510.00	\$78,510.00	\$78,510.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	324 - SSA 5			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Personal Services</i>			
50.08	Salaries & Wages Personnel Services Reimbursement	8,200.00	8,200.00	8,200.00
	<i>Personal Services Totals</i>	\$8,200.00	\$8,200.00	\$8,200.00
	<i>Contractual Services</i>			
61.04	Maintenance Grounds	35,110.00	35,110.00	35,110.00
61.16	Maintenance Equipment	1,000.00	1,000.00	1,000.00
62.04	Utilities Electrical	400.00	400.00	400.00
63.24	CS Equipment Services Reimbursement	4,400.00	4,400.00	4,400.00
	<i>Contractual Services Totals</i>	\$40,910.00	\$40,910.00	\$40,910.00
	<i>Commodities</i>			
70.04	Supplies & Parts Grounds	2,500.00	2,500.00	2,500.00
70.16	Supplies & Parts Equipment	250.00	250.00	250.00
	<i>Commodities Totals</i>	\$2,750.00	\$2,750.00	\$2,750.00
	Division 00 - Non-Division Totals	\$51,860.00	\$51,860.00	\$51,860.00
	Department 00 - Non-Departmental Totals	\$51,860.00	\$51,860.00	\$51,860.00
	EXPENSE TOTALS	\$51,860.00	\$51,860.00	\$51,860.00
	Fund 324 - SSA 5 Totals			
	REVENUE TOTALS	\$78,510.00	\$78,510.00	\$78,510.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
EXPENSE TOTALS		\$51,860.00	\$51,860.00	\$51,860.00
Fund	324 - SSA 5 Totals	\$26,650.00	\$26,650.00	\$26,650.00
Fund	328 - SSA 6			
REVENUE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
Property Taxes				
40.40	PT SSAs	36,820.00	36,820.00	36,820.00
<i>Property Taxes Totals</i>		\$36,820.00	\$36,820.00	\$36,820.00
Investment Income				
46.04	II Interest Income	2,230.00	2,230.00	2,230.00
<i>Investment Income Totals</i>		\$2,230.00	\$2,230.00	\$2,230.00
Division 00 - Non-Division Totals		\$39,050.00	\$39,050.00	\$39,050.00
Department 00 - Non-Departmental Totals		\$39,050.00	\$39,050.00	\$39,050.00
REVENUE TOTALS		\$39,050.00	\$39,050.00	\$39,050.00
EXPENSE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
Personal Services				
50.08	Salaries & Wages Personnel Services Reimbursement	7,100.00	7,100.00	7,100.00
<i>Personal Services Totals</i>		\$7,100.00	\$7,100.00	\$7,100.00
Contractual Services				
61.04	Maintenance Grounds	21,060.00	21,060.00	21,060.00
63.24	CS Equipment Services Reimbursement	2,600.00	2,600.00	2,600.00
<i>Contractual Services Totals</i>		\$23,660.00	\$23,660.00	\$23,660.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	328 - SSA 6			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Commodities			
70.04	Supplies & Parts Grounds	1,200.00	1,200.00	1,200.00
70.16	Supplies & Parts Equipment	100.00	100.00	100.00
72.04	Operating Supplies Operating Supplies	10,070.00	10,070.00	10,070.00
	<i>Commodities Totals</i>	<u>\$11,370.00</u>	<u>\$11,370.00</u>	<u>\$11,370.00</u>
	Division 00 - Non-Division Totals	<u>\$42,130.00</u>	<u>\$42,130.00</u>	<u>\$42,130.00</u>
	Department 00 - Non-Departmental Totals	<u>\$42,130.00</u>	<u>\$42,130.00</u>	<u>\$42,130.00</u>
	EXPENSE TOTALS	<u>\$42,130.00</u>	<u>\$42,130.00</u>	<u>\$42,130.00</u>
	Fund 328 - SSA 6 Totals			
	REVENUE TOTALS	\$39,050.00	\$39,050.00	\$39,050.00
	EXPENSE TOTALS	\$42,130.00	\$42,130.00	\$42,130.00
	Fund 328 - SSA 6 Totals	<u>(\$3,080.00)</u>	<u>(\$3,080.00)</u>	<u>(\$3,080.00)</u>
Fund	332 - SSA 7			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSAs	2,205.00	2,205.00	2,205.00
	<i>Property Taxes Totals</i>	<u>\$2,205.00</u>	<u>\$2,205.00</u>	<u>\$2,205.00</u>
	Investment Income			
46.04	II Interest Income	270.00	270.00	270.00
	<i>Investment Income Totals</i>	<u>\$270.00</u>	<u>\$270.00</u>	<u>\$270.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	332 - SSA 7			
REVENUE				
Department	00 - Non-Departmental			
	Division 00 - Non-Division Totals	\$2,475.00	\$2,475.00	\$2,475.00
	Department 00 - Non-Departmental Totals	\$2,475.00	\$2,475.00	\$2,475.00
	REVENUE TOTALS	\$2,475.00	\$2,475.00	\$2,475.00
EXPENSE				
Department	00 - Non-Departmental			
	Division 00 - Non-Division			
Personal Services				
50.08	Salaries & Wages Personnel Services Reimbursement	300.00	300.00	300.00
	<i>Personal Services Totals</i>	\$300.00	\$300.00	\$300.00
Contractual Services				
63.24	CS Equipment Services Reimbursement	350.00	350.00	350.00
	<i>Contractual Services Totals</i>	\$350.00	\$350.00	\$350.00
Commodities				
70.04	Supplies & Parts Grounds	200.00	200.00	200.00
	<i>Commodities Totals</i>	\$200.00	\$200.00	\$200.00
	Division 00 - Non-Division Totals	\$850.00	\$850.00	\$850.00
	Department 00 - Non-Departmental Totals	\$850.00	\$850.00	\$850.00
	EXPENSE TOTALS	\$850.00	\$850.00	\$850.00
Fund	332 - SSA 7 Totals			
	REVENUE TOTALS	\$2,475.00	\$2,475.00	\$2,475.00
	EXPENSE TOTALS	\$850.00	\$850.00	\$850.00
Fund	332 - SSA 7 Totals	\$1,625.00	\$1,625.00	\$1,625.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	336 - SSA 8B			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Property Taxes			
40.40	PT SSAs	1,300.00	1,300.00	1,300.00
	<i>Property Taxes Totals</i>	<hr/> \$1,300.00	<hr/> \$1,300.00	<hr/> \$1,300.00
	Investment Income			
46.04	II Interest Income	180.00	180.00	180.00
	<i>Investment Income Totals</i>	<hr/> \$180.00	<hr/> \$180.00	<hr/> \$180.00
	Division 00 - Non-Division Totals	<hr/> \$1,480.00	<hr/> \$1,480.00	<hr/> \$1,480.00
	Department 00 - Non-Departmental Totals	<hr/> \$1,480.00	<hr/> \$1,480.00	<hr/> \$1,480.00
	REVENUE TOTALS	<hr/> \$1,480.00	<hr/> \$1,480.00	<hr/> \$1,480.00
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	1,200.00	1,200.00	1,200.00
	<i>Personal Services Totals</i>	<hr/> \$1,200.00	<hr/> \$1,200.00	<hr/> \$1,200.00
	Contractual Services			
63.24	CS Equipment Services Reimbursement	900.00	900.00	900.00
	<i>Contractual Services Totals</i>	<hr/> \$900.00	<hr/> \$900.00	<hr/> \$900.00
	Division 00 - Non-Division Totals	<hr/> \$2,100.00	<hr/> \$2,100.00	<hr/> \$2,100.00
	Department 00 - Non-Departmental Totals	<hr/> \$2,100.00	<hr/> \$2,100.00	<hr/> \$2,100.00
	EXPENSE TOTALS	<hr/> \$2,100.00	<hr/> \$2,100.00	<hr/> \$2,100.00
	Fund 336 - SSA 8B Totals			
	REVENUE TOTALS	<hr/> \$1,480.00	<hr/> \$1,480.00	<hr/> \$1,480.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
EXPENSE TOTALS		\$2,100.00	\$2,100.00	\$2,100.00
Fund	336 - SSA 8B Totals	(\$620.00)	(\$620.00)	(\$620.00)
Fund	340 - SSA 8C			
REVENUE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
Property Taxes				
40.40	PT SSAs	700.00	700.00	700.00
<i>Property Taxes Totals</i>		\$700.00	\$700.00	\$700.00
Investment Income				
46.04	II Interest Income	150.00	150.00	150.00
<i>Investment Income Totals</i>		\$150.00	\$150.00	\$150.00
Division 00 - Non-Division Totals		\$850.00	\$850.00	\$850.00
Department 00 - Non-Departmental Totals		\$850.00	\$850.00	\$850.00
REVENUE TOTALS		\$850.00	\$850.00	\$850.00
EXPENSE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
Personal Services				
50.08	Salaries & Wages Personnel Services Reimbursement	700.00	700.00	700.00
<i>Personal Services Totals</i>		\$700.00	\$700.00	\$700.00
Contractual Services				
63.24	CS Equipment Services Reimbursement	500.00	500.00	500.00
<i>Contractual Services Totals</i>		\$500.00	\$500.00	\$500.00
Division 00 - Non-Division Totals		\$1,200.00	\$1,200.00	\$1,200.00
Department 00 - Non-Departmental Totals		\$1,200.00	\$1,200.00	\$1,200.00
EXPENSE TOTALS		\$1,200.00	\$1,200.00	\$1,200.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 340 - SSA 8C	Totals			
	REVENUE TOTALS	\$850.00	\$850.00	\$850.00
	EXPENSE TOTALS	\$1,200.00	\$1,200.00	\$1,200.00
Fund 340 - SSA 8C	Totals	(\$350.00)	(\$350.00)	(\$350.00)
Fund 352 - SSA 15				
	REVENUE			
Department	00 - Non-Departmental			
Division	00 - Non-Division			
	Property Taxes			
40.40	PT SSAs	20,500.00	20,500.00	20,500.00
	<i>Property Taxes Totals</i>	20,500.00	20,500.00	20,500.00
	Investment Income			
46.04	II Interest Income	3,170.00	3,170.00	3,170.00
	<i>Investment Income Totals</i>	3,170.00	3,170.00	3,170.00
	Division 00 - Non-Division Totals	23,670.00	23,670.00	23,670.00
	Department 00 - Non-Departmental Totals	23,670.00	23,670.00	23,670.00
	REVENUE TOTALS	23,670.00	23,670.00	23,670.00
	EXPENSE			
Department	00 - Non-Departmental			
Division	00 - Non-Division			
	Personal Services			
50.08	Salaries & Wages Personnel Services Reimbursement	1,700.00	1,700.00	1,700.00
	<i>Personal Services Totals</i>	1,700.00	1,700.00	1,700.00
	Contractual Services			
61.04	Maintenance Grounds	4,765.00	4,765.00	4,765.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 352 - SSA 15				
EXPENSE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
<i>Contractual Services</i>				
63.24	CS Equipment Services Reimbursement	1,050.00	1,050.00	1,050.00
<i>Contractual Services Totals</i>		<hr/> \$5,815.00	<hr/> \$5,815.00	<hr/> \$5,815.00
<i>Commodities</i>				
70.04	Supplies & Parts Grounds	200.00	200.00	200.00
70.16	Supplies & Parts Equipment	100.00	100.00	100.00
<i>Commodities Totals</i>		<hr/> \$300.00	<hr/> \$300.00	<hr/> \$300.00
Division 00 - Non-Division Totals		<hr/> \$7,815.00	<hr/> \$7,815.00	<hr/> \$7,815.00
Department 00 - Non-Departmental Totals		<hr/> \$7,815.00	<hr/> \$7,815.00	<hr/> \$7,815.00
EXPENSE TOTALS		<hr/> \$7,815.00	<hr/> \$7,815.00	<hr/> \$7,815.00
Fund 352 - SSA 15 Totals		<hr/> REVENUE TOTALS \$23,670.00	<hr/> REVENUE TOTALS \$23,670.00	<hr/> REVENUE TOTALS \$23,670.00
EXPENSE TOTALS		<hr/> \$7,815.00	<hr/> \$7,815.00	<hr/> \$7,815.00
Fund 352 - SSA 15 Totals		<hr/> \$15,855.00	<hr/> \$15,855.00	<hr/> \$15,855.00
Fund 356 - SSA 24				
REVENUE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
<i>Investment Income</i>				
46.04	II Interest Income	400.00	400.00	400.00
<i>Investment Income Totals</i>		<hr/> \$400.00	<hr/> \$400.00	<hr/> \$400.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 356 - SSA 24				
REVENUE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
Miscellaneous				
47.08	MR Contributions	500.00	500.00	500.00
	<i>Miscellaneous Totals</i>	<u>\$500.00</u>	<u>\$500.00</u>	<u>\$500.00</u>
	Division 00 - Non-Division Totals	<u>\$900.00</u>	<u>\$900.00</u>	<u>\$900.00</u>
	Department 00 - Non-Departmental Totals	<u>\$900.00</u>	<u>\$900.00</u>	<u>\$900.00</u>
	REVENUE TOTALS	<u>\$900.00</u>	<u>\$900.00</u>	<u>\$900.00</u>
EXPENSE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
Personal Services				
50.08	Salaries & Wages Personnel Services Reimbursement	500.00	500.00	500.00
	<i>Personal Services Totals</i>	<u>\$500.00</u>	<u>\$500.00</u>	<u>\$500.00</u>
Contractual Services				
63.24	CS Equipment Services Reimbursement	200.00	200.00	200.00
	<i>Contractual Services Totals</i>	<u>\$200.00</u>	<u>\$200.00</u>	<u>\$200.00</u>
	Division 00 - Non-Division Totals	<u>\$700.00</u>	<u>\$700.00</u>	<u>\$700.00</u>
	Department 00 - Non-Departmental Totals	<u>\$700.00</u>	<u>\$700.00</u>	<u>\$700.00</u>
	EXPENSE TOTALS	<u>\$700.00</u>	<u>\$700.00</u>	<u>\$700.00</u>
	Fund 356 - SSA 24 Totals			
	REVENUE TOTALS	<u>\$900.00</u>	<u>\$900.00</u>	<u>\$900.00</u>
	EXPENSE TOTALS	<u>\$700.00</u>	<u>\$700.00</u>	<u>\$700.00</u>
	Fund 356 - SSA 24 Totals	<u>\$200.00</u>	<u>\$200.00</u>	<u>\$200.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 372 - SSA 51				
REVENUE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
<i>Property Taxes</i>				
40.40	PT SSAs	104,188.00	104,188.00	104,188.00
<i>Property Taxes Totals</i>		<hr/> \$104,188.00	<hr/> \$104,188.00	<hr/> \$104,188.00
<i>Investment Income</i>				
46.04	II Interest Income	1,852.00	1,852.00	1,852.00
<i>Investment Income Totals</i>		<hr/> \$1,852.00	<hr/> \$1,852.00	<hr/> \$1,852.00
Division 00 - Non-Division Totals		<hr/> \$106,040.00	<hr/> \$106,040.00	<hr/> \$106,040.00
Department 00 - Non-Departmental Totals		<hr/> \$106,040.00	<hr/> \$106,040.00	<hr/> \$106,040.00
REVENUE TOTALS		<hr/> \$106,040.00	<hr/> \$106,040.00	<hr/> \$106,040.00
EXPENSE				
Department 00 - Non-Departmental				
Division 00 - Non-Division				
<i>Contractual Services</i>				
60.24	Professional Other Professional	400.00	400.00	400.00
<i>Contractual Services Totals</i>		<hr/> \$400.00	<hr/> \$400.00	<hr/> \$400.00
<i>Debt Service</i>				
90.08	Debt Service Principal Payment	60,000.00	60,000.00	60,000.00
90.12	Debt Service Interest Payment	46,500.00	46,500.00	46,500.00
<i>Debt Service Totals</i>		<hr/> \$106,500.00	<hr/> \$106,500.00	<hr/> \$106,500.00
Division 00 - Non-Division Totals		<hr/> \$106,900.00	<hr/> \$106,900.00	<hr/> \$106,900.00
Department 00 - Non-Departmental Totals		<hr/> \$106,900.00	<hr/> \$106,900.00	<hr/> \$106,900.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 372 - SSA 51				
	EXPENSE TOTALS	\$106,900.00	\$106,900.00	\$106,900.00
Fund 372 - SSA 51 Totals	REVENUE TOTALS	\$106,040.00	\$106,040.00	\$106,040.00
	EXPENSE TOTALS	\$106,900.00	\$106,900.00	\$106,900.00
Fund 372 - SSA 51 Totals		(\$860.00)	(\$860.00)	(\$860.00)
Fund 410 - Lakes Projects				
	REVENUE			
Department 00 - Non-Departmental				
Division 00 - Non-Division				
	<i>Investment Income</i>			
46.04	II Interest Income	600.00	600.00	600.00
	<i>Investment Income Totals</i>	\$600.00	\$600.00	\$600.00
Division 00 - Non-Division Totals		\$600.00	\$600.00	\$600.00
Department 00 - Non-Departmental Totals		\$600.00	\$600.00	\$600.00
	REVENUE TOTALS	\$600.00	\$600.00	\$600.00
	EXPENSE			
Department 00 - Non-Departmental				
Division 00 - Non-Division				
	<i>Capital Outlay</i>			
80.12	Capital Improvements	125,000.00	125,000.00	125,000.00
80.36	Capital Professional Services	25,000.00	25,000.00	25,000.00
	<i>Capital Outlay Totals</i>	\$150,000.00	\$150,000.00	\$150,000.00
Division 00 - Non-Division Totals		\$150,000.00	\$150,000.00	\$150,000.00
Department 00 - Non-Departmental Totals		\$150,000.00	\$150,000.00	\$150,000.00
	EXPENSE TOTALS	\$150,000.00	\$150,000.00	\$150,000.00
Fund 410 - Lakes Projects Totals	REVENUE TOTALS	\$600.00	\$600.00	\$600.00
	EXPENSE TOTALS	\$150,000.00	\$150,000.00	\$150,000.00
Fund 410 - Lakes Projects Totals		(\$149,400.00)	(\$149,400.00)	(\$149,400.00)

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	480 - Police Facility Fund			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Investment Income</i>			
46.04	II Interest Income	294,000.00	294,000.00	294,000.00
	<i>Investment Income Totals</i>	\$294,000.00	\$294,000.00	\$294,000.00
	<i>Interfund Transfers</i>			
49.04	Transfers Transfers In	16,318,203.00	16,318,203.00	16,318,203.00
	<i>Interfund Transfers Totals</i>	\$16,318,203.00	\$16,318,203.00	\$16,318,203.00
	Division 00 - Non-Division Totals	\$16,612,203.00	\$16,612,203.00	\$16,612,203.00
	Department 00 - Non-Departmental Totals	\$16,612,203.00	\$16,612,203.00	\$16,612,203.00
	REVENUE TOTALS	\$16,612,203.00	\$16,612,203.00	\$16,612,203.00
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Capital Outlay</i>			
80.36	Capital Professional Services	1,985,000.00	1,985,000.00	1,985,000.00
	<i>Capital Outlay Totals</i>	\$1,985,000.00	\$1,985,000.00	\$1,985,000.00
	Division 00 - Non-Division Totals	\$1,985,000.00	\$1,985,000.00	\$1,985,000.00
	Department 00 - Non-Departmental Totals	\$1,985,000.00	\$1,985,000.00	\$1,985,000.00
	EXPENSE TOTALS	\$1,985,000.00	\$1,985,000.00	\$1,985,000.00
	Fund 480 - Police Facility Fund Totals	\$16,612,203.00	\$16,612,203.00	\$16,612,203.00
	REVENUE TOTALS	\$16,612,203.00	\$16,612,203.00	\$16,612,203.00
	EXPENSE TOTALS	\$1,985,000.00	\$1,985,000.00	\$1,985,000.00
	Fund 480 - Police Facility Fund Totals	\$14,627,203.00	\$14,627,203.00	\$14,627,203.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	490 - CIP			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Sales & Other Taxes</i>			
41.16	ST Utility Tax	1,320,000.00	1,320,000.00	1,320,000.00
	<i>Sales & Other Taxes Totals</i>	\$1,320,000.00	\$1,320,000.00	\$1,320,000.00
	<i>Intergovernmental</i>			
43.16	IG Grants	16,420.00	16,420.00	16,420.00
	<i>Intergovernmental Totals</i>	\$16,420.00	\$16,420.00	\$16,420.00
	<i>Investment Income</i>			
46.04	II Interest Income	200.00	200.00	200.00
	<i>Investment Income Totals</i>	\$200.00	\$200.00	\$200.00
	<i>Miscellaneous</i>			
47.12	MR Sale of Surplus Property	30,000.00	30,000.00	30,000.00
	<i>Miscellaneous Totals</i>	\$30,000.00	\$30,000.00	\$30,000.00
	<i>Interfund Transfers</i>			
49.04	Transfers Transfers In	450,000.00	450,000.00	450,000.00
	<i>Interfund Transfers Totals</i>	\$450,000.00	\$450,000.00	\$450,000.00
	Division 00 - Non-Division Totals	\$1,816,620.00	\$1,816,620.00	\$1,816,620.00
	Department 00 - Non-Departmental Totals	\$1,816,620.00	\$1,816,620.00	\$1,816,620.00
	REVENUE TOTALS	\$1,816,620.00	\$1,816,620.00	\$1,816,620.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund 490 - CIP				
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Capital Outlay			
80.08	Capital Buildings & Structures	1,668,000.00	1,668,000.00	1,668,000.00
80.12	Capital Improvements	122,000.00	122,000.00	122,000.00
80.32	Capital Equipment	302,682.00	302,682.00	302,682.00
80.36	Capital Professional Services	20,000.00	20,000.00	20,000.00
80.44	Capital Vehicles	360,601.00	360,601.00	360,601.00
80.48	Capital Information Systems - Hardware	10,000.00	10,000.00	10,000.00
80.52	Capital Information Systems - Software	40,000.00	40,000.00	40,000.00
	<i>Capital Outlay Totals</i>	<u>\$2,523,283.00</u>	<u>\$2,523,283.00</u>	<u>\$2,523,283.00</u>
	Division 00 - Non-Division Totals	<u>\$2,523,283.00</u>	<u>\$2,523,283.00</u>	<u>\$2,523,283.00</u>
	Department 00 - Non-Departmental Totals	<u>\$2,523,283.00</u>	<u>\$2,523,283.00</u>	<u>\$2,523,283.00</u>
	EXPENSE TOTALS	<u>\$2,523,283.00</u>	<u>\$2,523,283.00</u>	<u>\$2,523,283.00</u>
	Fund 490 - CIP Totals			
	REVENUE TOTALS	\$1,816,620.00	\$1,816,620.00	\$1,816,620.00
	EXPENSE TOTALS	\$2,523,283.00	\$2,523,283.00	\$2,523,283.00
	Fund 490 - CIP Totals	<u>(\$706,663.00)</u>	<u>(\$706,663.00)</u>	<u>(\$706,663.00)</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	520 - Water O & M			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Licenses and Permits</i>			
42.16	LP Miscellaneous Licenses	225.00	225.00	225.00
	<i>Licenses and Permits Totals</i>	\$225.00	\$225.00	\$225.00
	<i>Charges for Services</i>			
44.08	CS Impact Fees	95,250.00	95,250.00	95,250.00
44.38	CS Water Sales Revenue	3,890,007.00	3,890,007.00	3,890,007.00
44.40	CS Water Meter Fees	500.00	500.00	500.00
	<i>Charges for Services Totals</i>	\$3,985,757.00	\$3,985,757.00	\$3,985,757.00
	<i>Investment Income</i>			
46.04	II Interest Income	170,000.00	170,000.00	170,000.00
	<i>Investment Income Totals</i>	\$170,000.00	\$170,000.00	\$170,000.00
	<i>Miscellaneous</i>			
47.04	MR Misc Revenue	2,400.00	2,400.00	2,400.00
47.12	MR Sale of Surplus Property	6,000.00	6,000.00	6,000.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	520 - Water O & M			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Miscellaneous			
47.28	MR Penalties & Interest	128,400.00	128,400.00	128,400.00
	<i>Miscellaneous Totals</i>	\$136,800.00	\$136,800.00	\$136,800.00
	Division 00 - Non-Division Totals	\$4,292,782.00	\$4,292,782.00	\$4,292,782.00
	Department 00 - Non-Departmental Totals	\$4,292,782.00	\$4,292,782.00	\$4,292,782.00
	REVENUE TOTALS	\$4,292,782.00	\$4,292,782.00	\$4,292,782.00
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
50.04	Salaries & Wages Full Time	948,100.00	948,100.00	948,100.00
50.08	Salaries & Wages Personnel Services Reimbursement	(3,710.00)	(3,710.00)	(3,710.00)
50.20	Salaries & Wages Over Time	50,354.00	50,354.00	50,354.00
51.04	Taxes & Benefits FICA	78,300.00	78,300.00	78,300.00
51.08	Taxes & Benefits IMRF	71,000.00	71,000.00	71,000.00
51.20	Taxes & Benefits Health & Life Insurance	245,700.00	245,700.00	245,700.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	520 - Water O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Personal Services</i>			
51.28	Taxes & Benefits Other Employee Benefits	24,300.00	24,300.00	24,300.00
51.38	Taxes & Benefits OPEB Water	11,000.00	11,000.00	11,000.00
51.40	Taxes & Benefits Pension Expense	132,000.00	132,000.00	132,000.00
	<i>Personal Services Totals</i>	\$1,557,044.00	\$1,557,044.00	\$1,557,044.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	6,290.00	6,290.00	6,290.00
52.08	Prof Devel Dues	2,839.00	2,839.00	2,839.00
52.16	Prof Devel Travel	5,112.00	5,112.00	5,112.00
	<i>Professional Development Totals</i>	\$14,241.00	\$14,241.00	\$14,241.00
	<i>Contractual Services</i>			
60.08	Professional Engineering	34,000.00	34,000.00	34,000.00
60.12	Professional Legal	2,000.00	2,000.00	2,000.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	520 - Water O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Contractual Services</i>			
60.16	Professional Medical	1,295.00	1,295.00	1,295.00
60.22	Professional Lab Testing Services	11,858.00	11,858.00	11,858.00
60.24	Professional Other Professional	31,928.00	31,928.00	31,928.00
61.04	Maintenance Grounds	12,210.00	12,210.00	12,210.00
61.08	Maintenance Buildings & Structures	94,151.00	94,151.00	94,151.00
61.12	Maintenance Infrastructure	76,500.00	76,500.00	76,500.00
61.16	Maintenance Equipment	16,770.00	16,770.00	16,770.00
61.24	Maintenance Computers	10,350.00	10,350.00	10,350.00
61.28	Maintenance Vehicles	3,000.00	3,000.00	3,000.00
62.04	Utilities Electrical	237,561.00	237,561.00	237,561.00
62.08	Utilities Natural Gas	37,680.00	37,680.00	37,680.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	520 - Water O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Contractual Services</i>			
62.12	Utilities Sewer	67,650.00	67,650.00	67,650.00
62.20	Utilities Telephone	11,856.00	11,856.00	11,856.00
63.04	CS Postage	22,900.00	22,900.00	22,900.00
63.08	CS Publishing & Advertising	350.00	350.00	350.00
63.12	CS Printing & Copying	800.00	800.00	800.00
63.24	CS Equipment Services Reimbursement	(6,660.00)	(6,660.00)	(6,660.00)
63.28	CS JULIE System Costs	1,934.00	1,934.00	1,934.00
	<i>Contractual Services Totals</i>	\$668,133.00	\$668,133.00	\$668,133.00
	<i>Commodities</i>			
70.04	Supplies & Parts Grounds	4,500.00	4,500.00	4,500.00
70.08	Supplies & Parts Buildings & Structures	16,100.00	16,100.00	16,100.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	520 - Water O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Commodities</i>			
70.12	Supplies & Parts Infrastructure	48,400.00	48,400.00	48,400.00
70.14	Supplies & Parts Meters	64,360.00	64,360.00	64,360.00
70.16	Supplies & Parts Equipment	4,000.00	4,000.00	4,000.00
70.20	Supplies & Parts Information Systems	6,370.00	6,370.00	6,370.00
70.28	Supplies & Parts Vehicles	7,500.00	7,500.00	7,500.00
71.04	Office Supplies Office Supplies	300.00	300.00	300.00
72.04	Operating Supplies Operating Supplies	31,445.00	31,445.00	31,445.00
72.08	Operating Supplies Ice & Snow Controls	1,300.00	1,300.00	1,300.00
72.10	Operating Supplies Water System Chemicals	257,136.00	257,136.00	257,136.00
72.12	Operating Supplies Fuel & Petroleum Supplies	46,444.00	46,444.00	46,444.00
72.16	Operating Supplies Uniforms & Protective Clothing	9,178.00	9,178.00	9,178.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	520 - Water O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Commodities Totals</i>	\$497,033.00	\$497,033.00	\$497,033.00
	Capital Outlay			
80.20	Capital Wells & Storage	206,000.00	206,000.00	206,000.00
80.32	Capital Equipment	31,600.00	31,600.00	31,600.00
80.36	Capital Professional Services	35,000.00	35,000.00	35,000.00
80.44	Capital Vehicles	49,140.00	49,140.00	49,140.00
80.52	Capital Information Systems - Software	30,000.00	30,000.00	30,000.00
	<i>Capital Outlay Totals</i>	\$351,740.00	\$351,740.00	\$351,740.00
	Interfund Transfers			
95.04	Transfers Transfers Out	519,498.00	519,498.00	519,498.00
	<i>Interfund Transfers Totals</i>	\$519,498.00	\$519,498.00	\$519,498.00
	Division 00 - Non-Division Totals	\$3,607,689.00	\$3,607,689.00	\$3,607,689.00
	Department 00 - Non-Departmental Totals	\$3,607,689.00	\$3,607,689.00	\$3,607,689.00
	EXPENSE TOTALS	\$3,607,689.00	\$3,607,689.00	\$3,607,689.00
	Fund 520 - Water O & M Totals			
	REVENUE TOTALS	\$4,292,782.00	\$4,292,782.00	\$4,292,782.00
	EXPENSE TOTALS	\$3,607,689.00	\$3,607,689.00	\$3,607,689.00
	Fund 520 - Water O & M Totals	\$685,093.00	\$685,093.00	\$685,093.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	620 - Airport O & M			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Sales & Other Taxes</i>			
41.08	ST Home Rule Sales Tax	4,800.00	4,800.00	4,800.00
	<i>Sales & Other Taxes Totals</i>	\$4,800.00	\$4,800.00	\$4,800.00
	<i>Intergovernmental</i>			
43.16	IG Grants	683,720.00	683,720.00	683,720.00
	<i>Intergovernmental Totals</i>	\$683,720.00	\$683,720.00	\$683,720.00
	<i>Charges for Services</i>			
44.26	CS Commercial Activity Fees	41,255.00	41,255.00	41,255.00
44.28	CS Airport Fuel Sales	533,000.00	533,000.00	533,000.00
44.52	CS Rental Income	383,146.00	383,146.00	383,146.00
44.54	CS Solar Field Rental Income	13,001.00	13,001.00	13,001.00
	<i>Charges for Services Totals</i>	\$970,402.00	\$970,402.00	\$970,402.00
	<i>Investment Income</i>			
46.04	II Interest Income	614.00	614.00	614.00
	<i>Investment Income Totals</i>	\$614.00	\$614.00	\$614.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	620 - Airport O & M			
REVENUE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
<i>Miscellaneous</i>				
47.04	MR Misc Revenue	1,020.00	1,020.00	1,020.00
47.08	MR Contributions	1,469,617.00	1,469,617.00	1,469,617.00
47.28	MR Penalties & Interest	632.00	632.00	632.00
	<i>Miscellaneous Totals</i>	\$1,471,269.00	\$1,471,269.00	\$1,471,269.00
	Division 00 - Non-Division Totals	\$3,130,805.00	\$3,130,805.00	\$3,130,805.00
	Department 00 - Non-Departmental Totals	\$3,130,805.00	\$3,130,805.00	\$3,130,805.00
	REVENUE TOTALS	\$3,130,805.00	\$3,130,805.00	\$3,130,805.00
EXPENSE				
Department	00 - Non-Departmental			
Division	00 - Non-Division			
<i>Personal Services</i>				
50.04	Salaries & Wages Full Time	108,500.00	108,500.00	108,500.00
50.08	Salaries & Wages Personnel Services Reimbursement	27,710.00	27,710.00	27,710.00
50.12	Salaries & Wages Part Time	61,580.00	61,580.00	61,580.00
51.04	Taxes & Benefits FICA	13,300.00	13,300.00	13,300.00
51.08	Taxes & Benefits IMRF	12,000.00	12,000.00	12,000.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	620 - Airport O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Personal Services</i>			
51.20	Taxes & Benefits Health & Life Insurance	21,500.00	21,500.00	21,500.00
51.28	Taxes & Benefits Other Employee Benefits	2,600.00	2,600.00	2,600.00
51.40	Taxes & Benefits Pension Expense	20,000.00	20,000.00	20,000.00
	<i>Personal Services Totals</i>	\$267,190.00	\$267,190.00	\$267,190.00
	<i>Professional Development</i>			
52.04	Prof Devel Conference/ School/ Training	2,141.00	2,141.00	2,141.00
52.08	Prof Devel Dues	1,565.00	1,565.00	1,565.00
52.12	Prof Devel Publications	265.00	265.00	265.00
52.16	Prof Devel Travel	1,828.00	1,828.00	1,828.00
52.20	Prof Devel Community Affairs	2,200.00	2,200.00	2,200.00
	<i>Professional Development Totals</i>	\$7,999.00	\$7,999.00	\$7,999.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	620 - Airport O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Contractual Services</i>			
60.08	Professional Engineering	6,000.00	6,000.00	6,000.00
60.12	Professional Legal	5,200.00	5,200.00	5,200.00
60.16	Professional Medical	420.00	420.00	420.00
60.24	Professional Other Professional	15,729.00	15,729.00	15,729.00
61.08	Maintenance Buildings & Structures	6,045.00	6,045.00	6,045.00
61.16	Maintenance Equipment	5,010.00	5,010.00	5,010.00
61.28	Maintenance Vehicles	3,360.00	3,360.00	3,360.00
62.04	Utilities Electrical	27,670.00	27,670.00	27,670.00
62.20	Utilities Telephone	2,772.00	2,772.00	2,772.00
62.24	Utilities Internet Services	1,944.00	1,944.00	1,944.00
63.04	CS Postage	500.00	500.00	500.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	620 - Airport O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Contractual Services</i>			
63.08	CS Publishing & Advertising	500.00	500.00	500.00
63.16	CS Rentals	17,050.00	17,050.00	17,050.00
63.24	CS Equipment Services Reimbursement	10,510.00	10,510.00	10,510.00
64.24	Insurance General Liability - Premium	9,128.00	9,128.00	9,128.00
	<i>Contractual Services Totals</i>	\$111,838.00	\$111,838.00	\$111,838.00
	<i>Commodities</i>			
70.04	Supplies & Parts Grounds	50.00	50.00	50.00
70.08	Supplies & Parts Buildings & Structures	1,600.00	1,600.00	1,600.00
70.12	Supplies & Parts Infrastructure	2,730.00	2,730.00	2,730.00
70.16	Supplies & Parts Equipment	3,429.00	3,429.00	3,429.00
70.20	Supplies & Parts Information Systems	700.00	700.00	700.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	620 - Airport O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Commodities			
70.28	Supplies & Parts Vehicles	3,215.00	3,215.00	3,215.00
71.04	Office Supplies Office Supplies	450.00	450.00	450.00
72.04	Operating Supplies Operating Supplies	4,227.00	4,227.00	4,227.00
72.08	Operating Supplies Ice & Snow Controls	12,450.00	12,450.00	12,450.00
72.12	Operating Supplies Fuel & Petroleum Supplies	505,757.00	505,757.00	505,757.00
72.16	Operating Supplies Uniforms & Protective Clothing	1,727.00	1,727.00	1,727.00
	<i>Commodities Totals</i>	\$536,335.00	\$536,335.00	\$536,335.00
	Capital Outlay			
80.12	Capital Improvements	1,779,112.00	1,779,112.00	1,779,112.00
80.32	Capital Equipment	203,649.00	203,649.00	203,649.00
80.36	Capital Professional Services	260,567.00	260,567.00	260,567.00
	<i>Capital Outlay Totals</i>	\$2,243,328.00	\$2,243,328.00	\$2,243,328.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	620 - Airport O & M			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Interfund Transfers</i>			
95.04	Transfers Transfers Out	59,471.00	59,471.00	59,471.00
	<i>Interfund Transfers Totals</i>	<u>\$59,471.00</u>	<u>\$59,471.00</u>	<u>\$59,471.00</u>
	Division 00 - Non-Division Totals	<u>\$3,226,161.00</u>	<u>\$3,226,161.00</u>	<u>\$3,226,161.00</u>
	Department 00 - Non-Departmental Totals	<u>\$3,226,161.00</u>	<u>\$3,226,161.00</u>	<u>\$3,226,161.00</u>
	EXPENSE TOTALS	<u>\$3,226,161.00</u>	<u>\$3,226,161.00</u>	<u>\$3,226,161.00</u>
	Fund 620 - Airport O & M Totals			
	REVENUE TOTALS	<u>\$3,130,805.00</u>	<u>\$3,130,805.00</u>	<u>\$3,130,805.00</u>
	EXPENSE TOTALS	<u>\$3,226,161.00</u>	<u>\$3,226,161.00</u>	<u>\$3,226,161.00</u>
	Fund 620 - Airport O & M Totals	<u>(\$95,356.00)</u>	<u>(\$95,356.00)</u>	<u>(\$95,356.00)</u>
Fund	710 - Debt Service			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Investment Income</i>			
46.04	II Interest Income	100.00	100.00	100.00
	<i>Investment Income Totals</i>	<u>\$100.00</u>	<u>\$100.00</u>	<u>\$100.00</u>
	<i>Miscellaneous</i>			
47.34	MR Debt Issue Proceeds	13,800,000.00	13,800,000.00	13,800,000.00
47.38	MR Premium on Bond Proceeds	519,400.00	519,400.00	519,400.00
	<i>Miscellaneous Totals</i>	<u>\$14,319,400.00</u>	<u>\$14,319,400.00</u>	<u>\$14,319,400.00</u>
	Division 00 - Non-Division Totals	<u>\$14,319,500.00</u>	<u>\$14,319,500.00</u>	<u>\$14,319,500.00</u>
	Department 00 - Non-Departmental Totals	<u>\$14,319,500.00</u>	<u>\$14,319,500.00</u>	<u>\$14,319,500.00</u>
	REVENUE TOTALS	<u>\$14,319,500.00</u>	<u>\$14,319,500.00</u>	<u>\$14,319,500.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	710 - Debt Service			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	<i>Contractual Services</i>			
60.12	Professional Legal	50,000.00	50,000.00	50,000.00
60.24	Professional Other Professional	183,400.00	183,400.00	183,400.00
63.04	CS Postage	500.00	500.00	500.00
63.12	CS Printing & Copying	1,500.00	1,500.00	1,500.00
	<i>Contractual Services Totals</i>	<u>\$235,400.00</u>	<u>\$235,400.00</u>	<u>\$235,400.00</u>
	<i>Interfund Transfers</i>			
95.04	Transfers Transfers Out	14,084,000.00	14,084,000.00	14,084,000.00
	<i>Interfund Transfers Totals</i>	<u>\$14,084,000.00</u>	<u>\$14,084,000.00</u>	<u>\$14,084,000.00</u>
	Division 00 - Non-Division Totals	<u>\$14,319,400.00</u>	<u>\$14,319,400.00</u>	<u>\$14,319,400.00</u>
	Department 00 - Non-Departmental Totals	<u>\$14,319,400.00</u>	<u>\$14,319,400.00</u>	<u>\$14,319,400.00</u>
	EXPENSE TOTALS	<u>\$14,319,400.00</u>	<u>\$14,319,400.00</u>	<u>\$14,319,400.00</u>
	Fund 710 - Debt Service Totals			
	REVENUE TOTALS	\$14,319,500.00	\$14,319,500.00	\$14,319,500.00
	EXPENSE TOTALS	<u>\$14,319,400.00</u>	<u>\$14,319,400.00</u>	<u>\$14,319,400.00</u>
	Fund 710 - Debt Service Totals	<u>\$100.00</u>	<u>\$100.00</u>	<u>\$100.00</u>

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	810 - Health Insurance			
	REVENUE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Investment Income			
46.04	II Interest Income	3,500.00	3,500.00	3,500.00
	<i>Investment Income Totals</i>	<hr/>	<hr/>	<hr/>
		\$3,500.00	\$3,500.00	\$3,500.00
	Miscellaneous			
47.22	MR Employee Contributions	209,500.00	209,500.00	209,500.00
47.24	MR Employer Contributions	2,382,200.00	2,382,200.00	2,382,200.00
47.26	MR Retiree/COBRA Contributions	28,800.00	28,800.00	28,800.00
	<i>Miscellaneous Totals</i>	<hr/>	<hr/>	<hr/>
		\$2,620,500.00	\$2,620,500.00	\$2,620,500.00
	Division 00 - Non-Division Totals	<hr/>	<hr/>	<hr/>
		\$2,624,000.00	\$2,624,000.00	\$2,624,000.00
	Department 00 - Non-Departmental Totals	<hr/>	<hr/>	<hr/>
		\$2,624,000.00	\$2,624,000.00	\$2,624,000.00
	REVENUE TOTALS	<hr/>	<hr/>	<hr/>
		\$2,624,000.00	\$2,624,000.00	\$2,624,000.00
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Personal Services			
51.20	Taxes & Benefits Health & Life Insurance	2,220,000.00	2,220,000.00	2,220,000.00
	<i>Personal Services Totals</i>	<hr/>	<hr/>	<hr/>
		\$2,220,000.00	\$2,220,000.00	\$2,220,000.00
	Contractual Services			
60.16	Professional Medical	257,500.00	257,500.00	257,500.00

Exhibit A - Village of Lake in the Hills

Budget Year 2023

Account	Account Description	2023 Department Request	2023 Admin Recommend	2023 Board Approved
Fund	810 - Health Insurance			
	EXPENSE			
	Department 00 - Non-Departmental			
	Division 00 - Non-Division			
	Contractual Services			
60.18	Professional Dental	118,500.00	118,500.00	118,500.00
60.24	Professional Other Professional	28,000.00	28,000.00	28,000.00
	<i>Contractual Services Totals</i>	<u>\$404,000.00</u>	<u>\$404,000.00</u>	<u>\$404,000.00</u>
	Division 00 - Non-Division Totals	<u>\$2,624,000.00</u>	<u>\$2,624,000.00</u>	<u>\$2,624,000.00</u>
	Department 00 - Non-Departmental Totals	<u>\$2,624,000.00</u>	<u>\$2,624,000.00</u>	<u>\$2,624,000.00</u>
	EXPENSE TOTALS	<u>\$2,624,000.00</u>	<u>\$2,624,000.00</u>	<u>\$2,624,000.00</u>
	Fund 810 - Health Insurance Totals			
	REVENUE TOTALS	<u>\$2,624,000.00</u>	<u>\$2,624,000.00</u>	<u>\$2,624,000.00</u>
	EXPENSE TOTALS	<u>\$2,624,000.00</u>	<u>\$2,624,000.00</u>	<u>\$2,624,000.00</u>
	Fund 810 - Health Insurance Totals	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
	Net Grand Totals			
	REVENUE GRAND TOTALS	<u>\$67,268,455.00</u>	<u>\$67,268,455.00</u>	<u>\$67,268,455.00</u>
	EXPENSE GRAND TOTALS	<u>\$53,553,438.00</u>	<u>\$53,553,438.00</u>	<u>\$53,553,438.00</u>
	Net Grand Totals	<u>\$13,715,017.00</u>	<u>\$13,715,017.00</u>	<u>\$13,715,017.00</u>



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Administration
SUBJECT: Support Amendment and Pay Request for Financial Software

EXECUTIVE SUMMARY

Staff is seeking the Board's approval for the renewal of the support amendment for the Village's Financial Software and authorize payment in the amount of \$53,963.84 to Tyler Technologies, Inc.

The Village's financial software, New World, is provided through a master agreement with Tyler Technologies. This software includes a broad spectrum of financial management tools including general ledger, accounts payable, budgeting, personnel and benefits processing, water billing, and analytics. The maintenance and support of this software is critical to the continuity of many Village services.

The existing support amendment with Tyler contained an initial one-year term, which would renew upon the same terms and conditions; however, the rates adjust each year based on Tyler's current market rates. This year, these market rates have increased by 5% over the previous year, bringing the new annual rate to \$53,963.84.

Staff is recommending that the Board approve the attached support agreement, which will provide continued coverage through December 31, 2023 at a rate of \$53,963.84.

FINANCIAL IMPACT

The Village's 2023 budget includes \$53,963.84 for this expenditure under the MIS division of the General Fund.

ATTACHMENTS

1. Tyler Technologies, Inc. Support Amendment
2. Tyler Technologies Invoice No. 045-398883

RECOMMENDED MOTION

Motion to approve the renewal of the Support Amendment between the Village of Lake in the Hills and Tyler Technologies, Inc. and authorize payment in the amount of \$53,963.84 for the term ending December 31, 2023.

Tyler Technologies, Inc.

New Contract New/Upgrade Upgrade 3rd Party Services Maintenance
 On Premise SaaS

Customer: Lake in the Hills, IL
Customer Number: 1771
Original Contract Date: 12/11/14
Signature Date: 1/29/20

Platform: .NET
Project: Maintenance
Received Date: 1/20/20
Distribution Date: 1/29/20

NWERP/CORPORATE/ACCOUNTING/ SHARED SERVICES

CONTROL ID NWERP-1771 Maintenance

- Mike Adnson
- Evan Agnello
- Rich Boven
- Andy Breeden
- Charles Hallick
- Randy Hibbard
- Rob Kennedy-Jensen
- Janet Joiner
- Dennis Kleinedler
- Jennifer Korsak
- Chris Mazurek
- Steve McDonald
- Nicole Neuner
- Alan Rowbal
- Eric Thewes
- Tom Tisdall
- Steve Vetter
- Jared Vinson
- Matt Warner
- Rae Yriarte

SALES

- Sales Manager Charles Hallick
- Sales Rep Tim Brewer

OTHER

- _____
- _____



Support Amendment

This Support Amendment is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World and Client are parties to an original agreement, dated 12/11/2014 ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: 1/29/2020

Client: Lake in the Hills, IL

By: Shane J. Johnson

Name: SHANE JOHNSON

Title: AVA/FINANCE DIRECTOR

Date: 1/21/2020



Exhibit 1

Maintenance and Support Agreement

Tyler (“we”) will provide Client (“you”) with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Amendment.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on 1/1/2020, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your maintenance and support fees for the initial term for the Tyler Software will be listed in the applicable invoice. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m (Eastern Time Zone)
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1 Schedule A Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues

(4) Level 4: responsible for the management of support teams for either a single product or a product group. If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Remittance:
 Tyler Technologies, Inc
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-398883	12/01/2022	1 of 2

Questions:
 Tyler Technologies- ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com



Bill To: Lake in the Hills, IL
 600 Harvest Gate
 Lake In The Hills, IL 60156-4803

Ship To: Lake in the Hills, IL
 600 Harvest Gate
 Lake In The Hills, IL 60156-4803

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50029 - MAIN - MAIN	178395		USD	NET15	12/16/2022

Date	Description	Units	Rate	Extended Price
Contract No.: Lake in the Hills, IL				
	SUPPORT & UPDATE LICENSING - User License to Site License	1	0.00	0.00
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - Asset Management	1	1,248.32	1,248.32
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - Bank Rec	1	832.62	832.62
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - FM Base Suite	1	7,288.18	7,288.18
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - Misc. Billing & Receivables	1	1,248.32	1,248.32
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - Project Accounting	1	2,288.80	2,288.80
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - PURCHASING	1	2,288.80	2,288.80
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	1,248.32	1,248.32
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - Benefits Admin	1	1,040.48	1,040.48
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - COBRA BILLING ADMINISTRATION	1	1,040.48	1,040.48
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - HR Base Suite	1	6,242.84	6,242.84
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - Personnel Action Processing	1	481.34	481.34
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - TIME AND ATTENDANCE INTERFACE	1	1,248.32	1,248.32
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - AUTO METER INTERFACE	1	1,040.48	1,040.48
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - METER AND DEVICE INVENTORY	1	1,665.25	1,665.25
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - SERVICE ORDER PROCESSING	1	2,496.66	2,496.66
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING (Water/Sewer Base)	1	5,202.37	5,202.37
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - DECISION SUPPORT BASE DATAMART	1	2,288.80	2,288.80
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			



Remittance:
 Tyler Technologies, Inc
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-398883	12/01/2022	2 of 2

Questions:
 Tyler Technologies- ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: Lake in the Hills, IL
 600 Harvest Gate
 Lake In The Hills, IL 60156-4803

Ship To: Lake in the Hills, IL
 600 Harvest Gate
 Lake In The Hills, IL 60156-4803

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50029 - MAIN - MAIN	178395		USD	NET15	12/16/2022

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - FM ANALYTICS Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	1,248.39	1,248.39
	SUPPORT & UPDATE LICENSING - HR ANALYTICS Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	1,248.39	1,248.39
	SUPPORT & UPDATE LICENSING - UM ANALYTICS Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	1,248.39	1,248.39
	SUPPORT & UPDATE LICENSING - SELF SERVICE eBenefits Admin Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	1,665.25	1,665.25
	SUPPORT & UPDATE LICENSING - SELF SERVICE eEmployee Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	3,329.28	3,329.28
	SUPPORT & UPDATE LICENSING - SELF SERVICE ePayments Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	1,248.32	1,248.32
	SUPPORT & UPDATE LICENSING - eSUITE BASE (Payments) Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	2,288.80	2,288.80
	SUPPORT & UPDATE LICENSING - SELF SERVICE eSupplier Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	1,248.32	1,248.32
	SUPPORT & UPDATE LICENSING - SELF SERVICE eUtilities Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	1,248.32	1,248.32

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	53,963.84
Sales Tax	0.00
Invoice Total	53,963.84



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Police Department
SUBJECT: Change Order for PD Uniform Purchases

EXECUTIVE SUMMARY

The Police Department has previously utilized Today's Uniforms for the fulfillment of various uniform needs. The cost for these services has traditionally fallen within the department's spending authority, remaining under the \$20,000 threshold. As such, the Department has made purchases to date totaling \$14,233.43 out of a PO amount of \$18,500. Under normal circumstances, the amount remaining on the PO would be sufficient to carry the Department through the end of the fiscal year. In FY22, however, the Department hired several new Officers requiring initial issues of uniforms that will require a change order to be processed in order to proceed.

The attached change order increases the current PO by \$7,500 from \$18,500 to \$26,000 to cover these additional costs. Since this expenditure would exceed \$20,000, the Department is requesting that the Village Board waive competitive bidding as well as approve the change order as presented.

FINANCIAL IMPACT

The original PO was entered as a blanket PO for \$18,500. Of this amount, the Police Department has \$14,233.43 encumbered. A change order will be necessary to increase the PO amount by \$7,500, bringing it to \$26,000.

ATTACHMENTS

1. Change Order

RECOMMENDED MOTION

Motion to waive competitive bidding and authorize the Village Administrator to approve a change order with Today's Uniforms, bringing the total not to exceed to \$26,000

CHANGE ORDER

No. PD2023-01

Project: Police Uniforms

Date Prepared: December 2, 2022

Owner: Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, Illinois 60156

Contractor: Today's Uniforms

Engineer: _____

Contract: _____

Project No: _____

You are directed to make the following changes in the Contract Documents.

Description: This change order is being processed to increase the maximum available for the purchase of uniforms for the Police Department.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$ <u>18,500.00</u>	Original Contract Time <u>No change</u> days or date
Previous Change Orders NO. 1 <u>None</u>	Net change from previous Change Orders <u>No change</u> days
Contract Price prior to this Change Order \$ <u>18,500.00</u>	Contract Time Prior to this Change Order <u>No change</u> days or date
Net Increase / decrease of this Change Order \$ <u>7,500.00</u>	Net Increase or decrease of this Change Order <u>No change</u> days
Contract Price with all approved Change Orders \$ <u>26,000.00</u>	Contract Time with all approved Change Orders <u>No change</u> days or date

<p>RECOMMENDED</p> <p>Date: _____</p> <p>By: Police Department</p> <p style="text-align: center;">Chief of Police</p>	<p>AGREED</p> <p>Date: _____</p> <p>By: _____</p> <p style="text-align: center;">Contractor</p>	<p>APPROVED</p> <p>Date: _____</p> <p>By: Village of Lake in the Hills</p> <p style="text-align: center;">Owner</p>
---	---	---



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022

DEPARTMENT: Finance

SUBJECT: Ordinance Approving A Budget Amendment to the Operating Budget for the Fiscal Year Ending December 31, 2022

EXECUTIVE SUMMARY

At its November 10, 2022 meeting, the Village Board approved a revised Police Facility Funding Plan calling for an additional transfer of \$2,084,597 from the General Fund to the Police Facility Fund to be completed in FY 2022.

The attached Budget Amendment Ordinance reflects the additional transfer for FY 2022.

FINANCIAL IMPACT

With this additional transfer in FY 2022 and a subsequent transfer budgeted for \$1,135,403 in FY 2023, the General Fund is still projected to have a fund balance of 52% of expenditures which is well in excess of the 25% required by the Municipal Code.

ATTACHMENTS

1. Ordinance Approving a Budget Amendment to the Operating Budget for the Fiscal Year Ending December 31, 2022

RECOMMENDED MOTION

Motion to approve an Ordinance Approving a Budget Amendment to the Operating Budget for the Fiscal Year Ending December 31, 2022.

VILLAGE OF LAKE IN THE HILLS

Ordinance 2022-_____

**An Ordinance Approving a Budget Amendment
to the Operating Budget for the
Fiscal Year Ending December 31, 2022**

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

WHEREAS, the Village of Lake in the Hills acting by and through its President and Board of Trustees has previously approved an Operating Budget for the Fiscal Year ending December 31, 2022 as part of Ordinance No. 2021-45; and

WHEREAS, the Village of Lake in the Hills acting by and through its President and Board of Trustees has previously approved six Operating Budget Amendments for the Fiscal Year Ending December 31, 2022 as part of Ordinance No. 2022-07, Ordinance No. 2022-09, Ordinance No. 2022-13, Ordinance No. 2022-21, Ordinance No. 2022-28, and Ordinance No. 2022-33; and

WHEREAS, it is necessary and appropriate to delete, add to, or otherwise change certain sub-classes within object classes and certain object classes themselves in said Operating Budget as provided in Exhibit A to this Ordinance;

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 amendments to the Operating Budget for the Fiscal Year Ending December 31, 2022 are hereby approved in the form and content as provided in Exhibit A which is attached hereto and made a part thereof.

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 immediately from and after its passage by a vote of two-thirds of the corporate authorities and approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 8th day of December, 2022 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published:

Exhibit A

12-08-2022

Village of Lake in the Hills
 Budget Transfer/Amendment
 For the Fiscal Year Ending December 31, 2022

Account Number	Account Description	Current Budget Amount	Revised Budget Amount	Increase (Decrease)	Amendment Description
GENERAL FUND EXPENDITURES					
100.90.00-95.04	Transfers Out	8,591,260	10,675,857	2,084,597	Transfer to Police Facility Fund for Design & Construction Costs
	TOTAL GENERAL FUND EXPENDITURES			<u>2,084,597</u>	
POLICE FACILITY FUND REVENUES					
480.00.00-49.04	Transfers In	8,213,760	10,298,357	2,084,597	Transfer from General Fund for Design & Construction Costs
	TOTAL POLICE FACILITY FUND REVENUES			<u>2,084,597</u>	



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Finance
SUBJECT: Ordinance - 2022 Tax Levy Abatement

EXECUTIVE SUMMARY

Attached is an ordinance providing for the abatement of the \$106,500 levy which will be extended by the County Clerk pursuant to Ordinance Number 2019-34 adopted on August 22, 2019 in connection with the issuance of the \$1,495,000 General Obligation Bonds, Series 2019 bond issue for the water main replacement project located specifically in Special Service Area #51.

The Village budgeted to pay for this debt issue through a Special Service Area #51 property tax levy based on a flat amount per parcel levied against improved lots only. Accordingly, an abatement ordinance must be filed to prevent the extension of property taxes to all parcels in Special Service Area #51 on an ad valorem basis.

FINANCIAL IMPACT

None.

ATTACHMENTS

Ordinance for the abatement of a 2022 tax levy for the \$1,495,000 General Obligation Bonds, Series 2019

RECOMMENDED MOTION

Motion to approve an ordinance abating the 2022 tax levy for the \$1,495,000 General Obligation Bonds, Series 2019.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022-___

AN ORDINANCE FOR THE ABATEMENT OF A 2022 TAX LEVY
FOR THE \$1,495,000 GENERAL OBLIGATION BONDS, SERIES 2019

Adopted by
the President and Board of Trustees
of the Village of Lake in the Hills
this 8th day of December, 2022

Published in pamphlet form by direction
and authority of the Village of Lake in the Hills
McHenry County, Illinois
on the 9th day of December, 2022

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022-_____

**AN ORDINANCE FOR THE ABATEMENT OF A 2022 TAX LEVY
FOR THE \$1,495,000 GENERAL OBLIGATION BONDS, SERIES 2019**

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

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

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

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

WHEREAS, Section 12 of the Bond Ordinance, as supplemented by the Bond Order, authorizes a tax levy for the year 2022 sufficient to produce the sum of \$106,500 (the "2022 Tax Levy"); and

WHEREAS, the Board of Trustees of the Village of Lake in the Hills has determined that it is in the public interest to abate the 2022 Tax Levy;

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

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

SECTION TWO: Abatement. The tax levy authorized by Section 12 of Village of Lake in the Hills Ordinance Number 2019-34, as supplemented by the Bond Order, for the year 2022 of a tax sufficient to produce the sum of \$106,500 is hereby abated in its entirety.

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

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

Passed this 8th day of December 2022 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Finance
SUBJECT: Ordinance - 2022 Tax Levy

EXECUTIVE SUMMARY

For the 13th consecutive year the Village is pleased to propose a flat property tax levy with no increase to existing property owners taken as a whole. The proposed levy does, however, contemplate capturing property taxes on new construction for the second consecutive year as a funding source for the increased demand for Village services generated by that new construction. The Village Board and staff are keenly aware of our state's extremely high property tax burden and realize keeping the Village's portion flat for existing property owners the past thirteen years has been helpful and appreciated by our community.

The proposed amount to be levied for corporate and special purpose property taxes for 2022 is \$5,531,639 which is a 0.3% increase from the 2021 tax extension of \$5,514,929 and is comprised of \$5,481,703 for the base tax levy plus \$49,936 for cumulative new construction growth in 2021 and 2022. The 2022 tax levy for debt service for Special Service Area #51 for G.O. Bonds Series 2019 in the amount of \$106,500 is proposed to be abated in its entirety. The estimated tax rate is projected to decrease by -6.5% from 0.698675 to 0.653297 due to the projected 7.3% increase in EAV. The proposed 2022 levy of \$5,531,639 can be summarized as follows:

Levy	Amount
<u>Existing Property</u>	
Corporate	\$ 5,474,703
IMRF	\$ 1,000
Police Protection	\$ 1,000
Police Pension	\$ 1,000
Audit	\$ 1,000
Liability Insurance	\$ 1,000
Social Security	\$ 1,000
Workers Compensation	\$ 1,000
Sub-Total Existing Property	\$ 5,481,703
<u>New Construction</u>	
<u>Prior Years</u>	
Corporate	\$ 33,226
<u>Current Year</u>	
Corporate	\$ 16,710
Sub-Total New Construction	\$ 49,936
Total 2022 Tax Levy	\$ 5,531,639

FINANCIAL IMPACT

The property tax levy accounts for approximately 24.5% of total General Fund revenue for FY 2023.

ATTACHMENTS

1. An ordinance for the Levy of Taxes for the Village of Lake in the Hills for 2022

RECOMMENDED MOTION

Motion to approve the attached ordinance for the Levy of Taxes for the Village of Lake in the Hills for 2022.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022-_____

An Ordinance for the Levy of Taxes for the Village of Lake in the Hills, McHenry County, Illinois for 2022

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

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, did on the 9th day of December, 2021, pass the Budget Ordinance No. 2021-45 for the Village of Lake in the Hills for the fiscal year commencing on January 1, 2022 and ending December 31, 2022, the amount of which is ascertained to be \$37,532,953 of which said Budget Ordinance was duly presented for publication as prescribed in 65 ILCS 5/8-2-9.4 of the Municipal Code, State of Illinois; and

WHEREAS, the 2022 Budget was subsequently amended six times on April 28, 2022 via Ordinance No. 2022-07; on May 12, 2022 via Ordinance No. 2022-09; on June 9, 2022 via Ordinance No. 2022-13; on July 28, 2022 via Ordinance No. 2022-21; on August 11, 2022 via Ordinance No. 2022-28; and on September 8, 2022 via Ordinance No. 2022-33.

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

SECTION 1: That there be and is hereby levied upon all taxable property within the corporate limits of said Village for the year 2022, the sum of \$5,531,639 for the following specific purposes mentioned in said Budget Ordinance and in the respective sums as follows, to wit:

Corporate	\$	5,524,639
IMRF	\$	1,000
Police Protection	\$	1,000
Police Pension	\$	1,000
Audit	\$	1,000
Liability Insurance	\$	1,000
Workers Compensation	\$	1,000
Social Security	\$	1,000
Total 2022 Tax Levy	\$	5,531,639

Village of Lake in the Hills Tax Levy Report

Budget Year 2022

Account	Account Description	2022 Board Amended Budget	2022 Tax Levy	Key
Fund 100 - General Fund				
<u>Department 16 - Finance</u>				
60.04	Professional Accounting	\$ 31,400	\$ 1,000	E
<u>Department 20 - Police</u>				
<u>Division 10 - Administration</u>				
50.04	Salaries & Wages Full Time	506,370	443,539	A
51.12	Taxes & Benefits Police Pension	634,200	1,000	D
60.24	Professional Other Professional Services	502,668	450,000	A
<u>Division 20 - Patrol</u>				
50.04	Salaries & Wages Full Time	3,303,300	2,975,000	A
50.12	Salaries & Wages Part Time	9,300	1,000	C
51.04	Taxes & Benefits FICA	274,200	1,000	G
51.08	Taxes & Benefits IMRF	10,380	1,000	B
51.12	Taxes & Benefits Police Pension	4,447,000	514,400	A
<u>Division 22 - Support Services</u>				
50.04	Salaries & Wages Full Time	1,067,060	1,000,000	A
51.12	Taxes & Benefits Police Pension	967,200	141,700	A
<u>Department 70 - Insurance & Tort</u>				
64.08	Insurance Workers Comp - Premium	252,830	1,000	H
64.24	Insurance General Liability - Premium	233,900	1,000	F
		\$ 12,239,808	\$ 5,531,639	

<u>Summary</u>	<u>Amount</u>	<u>Sum of Above</u>
Corporate	\$ 5,524,639	A
IMRF	\$ 1,000	B
Police Protection	\$ 1,000	C
Police Pension	\$ 1,000	D
Audit	\$ 1,000	E
Liability Insurance	\$ 1,000	F
Social Security	\$ 1,000	G
Workers Compensation	\$ 1,000	H
Total 2022 Tax Levy	\$ 5,531,639	

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

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

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

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

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

Passed this 8th day of December, 2022 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Finance
SUBJECT: Ordinances – 2022 Special Service Area Tax Levies

EXECUTIVE SUMMARY

Attached are twelve separate ordinances for the 2022 Special Service Area (SSA) Tax Levies. As discussed during the FY 2023 budget presentation, the 2022 levies for each of these twelve Special Service Areas range from \$700 for SSA#8C to \$140,360 for SSA#2.

Seven of the SSA levies are flat with a 0% change from last year – SSA#3, SSA#4A, SSA#4B, SSA#5, SSA#8B, SSA#8C, and SSA#15. One SSA levy is increasing by a negligible amount of \$68 – SSA#51. The remaining four SSA levies are increasing by 5% - SSA#1, SSA#2, SSA#6, and SSA#7.

The combined levies for all twelve Special Service Areas total \$500,098 which represents an \$8,708 or modest 1.8% increase over the combined 2021 tax levy amounts.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. An ordinance establishing a Tax Levy for Special Service Area Number 1 for the 2022 Tax Year
2. An ordinance establishing a Tax Levy for Special Service Area Number 2 for the 2022 Tax Year
3. An ordinance establishing a Tax Levy for Special Service Area Number 3 for the 2022 Tax Year
4. An ordinance establishing a Tax Levy for Special Service Area Number 4A for the 2022 Tax Year
5. An ordinance establishing a Tax Levy for Special Service Area Number 4B for the 2022 Tax Year
6. An ordinance establishing a Tax Levy for Special Service Area Number 5 for the 2022 Tax Year
7. An ordinance establishing a Tax Levy for Special Service Area Number 6 for the 2022 Tax Year
8. An ordinance establishing a Tax Levy for Special Service Area Number 7 for the 2022 Tax Year
9. An ordinance establishing a Tax Levy for Special Service Area Number 8B for the 2022 Tax Year
10. An ordinance establishing a Tax Levy for Special Service Area Number 8C for the 2022 Tax Year
11. An ordinance establishing a Tax Levy for Special Service Area Number 15 for the 2022 Tax Year
12. An ordinance establishing a Tax Levy for Special Service Area Number 51 for the 2022 Tax Year

RECOMMENDED MOTION

Motion to approve the attached ordinances establishing a 2022 tax levy for twelve Special Service Areas within the Village of Lake in the Hills.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 1 in the
Village of Lake in the Hills for the 2022 Tax Year
(Spring Lake Farm South Subdivision)**

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 1 in the Village of Lake in the Hills the total sum of \$2,205.00 for the 2022 tax year.

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

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

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

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

Also that part of the Southwest Quarter of Section 24, Township 43 North, Range 7 east of the Third Principal Meridian described as follows: beginning at the northeast corner of the Southwest Quarter of said Section 24; thence south 00 degrees 04 minutes 31 seconds east along the east line of said Southwest Quarter a distance of 1,541.27 feet to the point of beginning; thence continuing south 0 degrees 04 minutes 31 seconds east along said east line a distance of 212.32 feet; thence north 90 degrees 00 minutes 00 seconds west 84.49 feet; thence north 62 degrees 51 minutes 39 seconds west 120.72 feet; thence north 77 degrees 52 minutes 32 seconds west 58.32 feet; thence north 00 degrees 00 minutes 00 seconds

east 100.00 feet; thence north 22 degrees 16 minutes 08 seconds west 51.55 feet; thence south 89 degrees 25 minutes 23 seconds east 268.21 feet to the place of beginning in McHenry County, Illinois.

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

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

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

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

Passed this 8th day of December, 2022 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 2 in the
Village of Lake in the Hills for the 2022 Tax Year
(Concord/Meadowbrook)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 2 in the Village of Lake in the Hills the total sum of \$140,360.00 for the 2022 tax year.

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

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

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

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

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

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

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

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

SECTION 2: The Clerk of the aforesaid Village is hereby directed to file with the Clerk of the aforesaid County a duly

certified copy of this Ordinance.

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

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

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

Passed this 8th day of December, 2022 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 3 in the
Village of Lake in the Hills for the 2022 Tax Year
(Big Sky Subdivision)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 3 in the Village of Lake in the Hills the total sum of \$76,710.00 for the 2022 tax year.

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

The east half of the Southeast Quarter of Section 19; also the south half of Lot 1 of the Southwest Quarter of Section

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

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

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

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

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

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

Passed this 8th day of December, 2022 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 4A in the
Village of Lake in the Hills for the 2022 Tax Year
(Hidden Valley Subdivision)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 4A in the Village of Lake in the Hills Total sum of \$41,940.00 for the 2022 tax year.

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

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

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

Also: Parts of Lots 16 and 17 of Assessor's Plat of Section 28 Township 43 north, Range 8 east of the Third Principal Meridian, described as follows: beginning at the most westerly corner of Lot 16 in the Assessor's Plat, being a subdivision of part of the west half of the Southeast Quarter of Section 28, Township 43 north, Range 8 east of the Third Principal Meridian, as recorded December 6, 1859, in Book 22 of Deeds, Page 520, in McHenry County, Illinois; thence easterly along the northerly line thereof, 637.02 feet; thence northwesterly at an angle of 58 degrees 51 minutes measured clockwise from the last described course 61.0 feet; thence northeasterly at an angle of 131 degrees 58 minutes measured counter-clockwise from the last described course, 186.6 feet; thence northeasterly at an angle of 161 degrees, 10 minutes measured counter-clockwise from the last described course, 115.6 feet; thence northeasterly at an angle of 167 degrees, 01 minutes measured counter-clockwise from the last described course, 427.4 feet to a point on the westerly line of the Chicago Northwestern Railway Company right of way; thence southwesterly along said curving right of way line 396.20 feet, the chord of which forms an angle of 37 degrees 23 minutes, measured counter-clockwise from the last described course; thence southwesterly along said curving right of way line, 200.0 feet to a point being the most northerly corner of the property described in the deed from Arthur F. Miller, et. al., to Roy E. Converse and wife, recorded January 5, 01953 as Document 260782; thence southwesterly along a fence line, being the northerly line of the property conveyed by the aforesaid deed 804.3 feet to a point in the center line of the Algonquin-Crystal Lake Road; thence northwesterly along said center line 418.0 feet to the place of beginning, in McHenry County, Illinois.

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

south 30 degrees 17 minutes east along said center line, a distance of 522.56 feet for the place of beginning; thence continuing south 30 degrees 17 minutes east along said center line, a distance of 434.14 feet to the south line of the Northeast Quarter of said Section 28; thence south 89 degrees, 19 minutes east along said south line, a distance of 631.3 feet; thence north 30 degrees 35 minutes west, a distance of 61.0 feet; thence north 17 degrees 47 minutes east, a distance of 186.8 feet; thence north 36 degrees 47 minutes east, a distance of 115.5 feet; thence north 49 degrees 59 minutes east, a distance of 74.0 feet; thence north 89 degrees 19 minutes west, parallel with the south line of the Northeast Quarter of said Section 28, a distance of 1002.1 feet to the place of beginning, in McHenry County, Illinois.

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

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

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

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

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

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

Passed this 8th day of December, 2022 by a 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 4B in the
Village of Lake in the Hills for the 2022 Tax Year
(Hidden Valley)**

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

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 4B in the Village of Lake in the Hills the total sum of \$2,600.00 for the 2022 tax year.

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

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

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

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

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

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

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

Passed this 8th day of December, 2022 by a 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 5 in the
Village of Lake in the Hills for the 2022 Tax Year
(Bell Chase/Spring Lake Farm South Subdivision)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 5 in the Village of Lake in the Hills the total sum of \$70,570.00 for the 2022 tax year.

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

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

contiguous to the above described parcel.

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

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

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

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

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

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

Passed this 8th day of December, 2022 by a 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 6 in the
Village of Lake in the Hills for the 2022 Tax Year
(Hampton West)**

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

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

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

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

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

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

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

SECTION 1: That there hereby levied over all the taxable property within Special Service Area Number 6 in the Village of Lake in the Hills the total sum of \$36,820.00 for the 2022 tax year.

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

The east half of the Northwest Quarter of Section 26, Township 43 north, Range 7 east of the Third Principal Meridian, in McHenry County, Illinois; and

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

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

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

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

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

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

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

Passed this 8th day of December, 2022 by a 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 7 in the
Village of Lake in the Hills for the 2022 Tax Year**

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

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

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

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

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

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

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

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

Village of Lake in the Hills the total sum of \$2,205.00 for the 2022 tax year.

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

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

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

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

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

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which

publication is hereby authorized) as provided by law.

Passed this 8th day of December, 2022 by a 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
Deputy Village Clerk, Nancy Sujet

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 8B in the
Village of Lake in the Hills for the 2022 Tax Year
(Crystal Creek, Phase 3)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 8B in the Village of Lake in the Hills the total sum of \$1,300.00 for the 2022 tax year.

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

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

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

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

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

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

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

Passed this 8th day of December, 2022 by a 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 8C in the
Village of Lake in the Hills for the 2022 Tax Year
(Crystal Commons, Prairie Point, Larsen Office Park)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 8C in the Village of Lake in the Hills the total sum of \$700.00 for the 2022 tax year.

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

That part of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, McHenry County, Illinois, described as follows: commencing at the southeast corner of the north 900.00 feet of the west 800.00 feet of the Southwest Quarter of said Section 21, said point also

being a point on a curve concave to the northwest, with a radius of 350.00 feet, and on the northerly right-of-way of Oak Street; thence north 64 degrees 02 minutes 55 seconds east, 296.51 feet along the chord of said curve to the point of tangency; thence northeasterly on said tangent section of said northerly right-of-way a distance of 16.34 feet to the easterly line of Crystal Creek Subdivision; thence southeasterly along said easterly line of Crystal Creek Subdivision, a distance of 80.69 feet to the point of beginning; thence continuing southeasterly along said easterly line of Crystal Creek Subdivision, a distance of 319.31 feet; thence southeasterly along the said easterly line, being an extension of the easterly line of Crystal Creek Phase 1, recorded July 27, 1990, as Document No. 90R27513, a distance of 680.00 feet; thence southeasterly along said easterly boundary of Crystal Creek Phase 1, a distance of 180.67 feet; thence easterly along the northerly boundary of Crystal Creek Phase 1, a distance of 65.00 feet; thence northerly, 434.12 feet at right angles to the said northerly line; thence northwesterly 632.04 feet parallel with the former southeasterly course of 680.00 feet; thence northwesterly at right angles to the aforementioned northerly right-of-way, a distance of 316.22 feet; thence southwesterly parallel to said right-of-way, a distance of 301.23 feet to the point of beginning, containing 7.933 acres, more or less, in McHenry County, Illinois; and That part of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, McHenry County, Illinois, described as follows: commencing at the northeast corner of the north 900.00 feet of the west 800.00 feet of the Southwest Quarter of said Section 21; thence northerly along the prolongation of the east line of the aforementioned north 900.00 feet of the west 800.00 feet of the Southwest Quarter of Section 21, a distance of 389.79 feet; thence easterly at right angles to aforementioned east line a distance of 105.56 feet to the point of beginning of this description; thence northerly a distance of 436.20 feet along a line parallel with the west line of the Northwest Quarter of Section 21, said line being parallel with aforementioned east line of the west 800.00 feet of the Southwest Quarter; thence easterly along a line parallel with the north line of the Southwest Quarter of Section 21, a distance of 1030.05 feet, to the westerly right-of-way of Pyott Road; thence southeasterly along said west right-of-way a distance of 470.36 feet to a point of curvature to the right and having a radius of 5926.28 feet; thence southeasterly along said west right-of-way an arc distance of 60.00 feet; thence southwesterly at right angles to the northerly tangent of the westerly right-of-way of Pyott Road along the northerly right-of-way of Oak Street, a distance of 185.19 feet of a point of curvature to the left having a radius of 400.00 feet; thence southwesterly along the arc a distance of 186.62 feet to the point of tangency; thence southwesterly along the said tangent, a distance of 1193.04 feet; thence northerly

along a line parallel with the west line of the Southwest Quarter of Section 21, a distance of 1161.67 feet; thence westerly at right angles to previous line 161.84 feet to the point of beginning; and That part of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, McHenry County, Illinois, described as follows: commencing at the southeast corner of the north 900.00 feet of the west 800.00 feet of the Southwest Quarter of said Section 21, said point also being a point on a curve concave to the northwest, with a radius of 350.00 feet, and on the northerly right-of-way of Oak Street; thence north 64 degrees 02 minutes 55 seconds east, 296.51 feet along the chord of said curve to the point of tangency; thence northeasterly on said tangent section of said northerly right-of-way a distance of 16.34 feet to the easterly line of Crystal Creek Subdivision; thence southeasterly along said easterly line, a distance of 80.69 feet to the southerly right-of-way line of Oak Street; thence northeasterly parallel to said right-of-way 301.23 feet to the point of beginning of this description; thence continuing northeasterly parallel to said right-of-way, 902.33 feet to the point of curvature to the right having a radius of 320.00 feet; thence along said curve, an arc distance of 149.30 feet to the point of tangency; thence northeasterly along said tangent, a distance of 183.84 feet to a point on the westerly right-of-way of Pyott Road, being a curve concave to the southwest with a radius of 5926.28 feet; thence southeasterly along said westerly right-of-way an arc distance of 454.74 feet to the point of tangency; thence along the westerly right-of-way of Pyott Road, a distance of 145.45 feet; thence southwesterly at right angles to said westerly right-of-way 130.00 feet to a point on curve concave to the southeast with a radius of 410.00 feet; thence along the arc of said curve 801.79 feet to a point on curve, the chord of said curve is 680.00 feet and deflects 17 degrees 53 minutes 01 minutes left from previous course; thence southwesterly 154.65 feet along a line that deflects 14 degrees 18 minutes 47 seconds right from aforementioned chord; thence northwesterly 316.22 feet at right angles to the right-of-way to the point of beginning, containing 10.199 acres, more or less, all in McHenry County, Illinois; and

That part of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, McHenry County, Illinois, described as follows: commencing at the northeast corner of the north 900.00 feet of the west 800.00 feet of the Southwest Quarter of said Section 21, thence westerly along the north line of the Southwest Quarter of Section 21, a distance of 333.95 feet; thence northerly along a line parallel with the west line of the Northwest Quarter of Section 21, a distance of 392.88 feet to the point of beginning; thence northerly along said parallel line, a distance of 432.12 feet; thence easterly along a line parallel to the north line of the Southwest Quarter,

Section 21, a distance of 439.52 feet; thence southerly along a line parallel to aforesaid west line of the Northwest Quarter of Section 21, a distance of 436.20 feet; thence westerly at right angles to aforesaid west line a distance of 439.50 feet to the point of beginning, containing 4.380 acres, more or less, all in McHenry County, Illinois; and

That part of the Southwest Quarter of Section 21, Township 43 north, Range 8 east of the Third Principal Meridian, lying westerly of the center line of Pyott Road and further described as following: commencing at the southeast corner of the west 836.47 feet of the said Southwest Quarter; thence north 01 degrees 02 minutes 00 seconds east, 632.32 feet; thence north 66 degrees 57 minutes 06 seconds east, 196.20 feet to the true point of beginning thence north 38 degrees 37 minutes 13 seconds west, 213.18 feet; thence north 42 degrees 19 minutes 49 seconds west, 171.90 feet; thence north 30 degrees 17 minutes 23 seconds west, 579.23 feet; thence north 09 degrees 01 minutes 54 seconds west, 154.87 feet; thence north 89 degrees 06 minutes 55 seconds west, 50.00 feet; thence south 00 degrees 53 minutes 25 seconds east, 142.01 feet; thence south 30 degrees 17 minutes 23 seconds east, 600.02 feet; thence south 38 degrees 37 minutes 13 seconds east, 95.21 feet; thence south 42 degrees 56 minutes 13 seconds east, 214.05 feet; thence south 12 degrees 22 minutes 22 seconds west, 12.37 feet; thence south 66 degrees 77 minutes 47 seconds west, 22.25 feet to the point of beginning, all in McHenry County, Illinois; also That part of the Southwest Quarter of Section 21, Township 43 north, Range 8, east of the Third Principal Meridian, lying westerly of the center line of Pyott Road and further described as follows: commencing at the southeast corner of the west 836.47 feet of the said Southwest Quarter; thence north 01 degrees 02 minutes 00 seconds east, 632.32 feet; thence north 48 degrees 00 minutes 00 second west, 67.09 feet to the true point of beginning; thence south 84 degrees 49 minutes 00 seconds west, 60.00 feet; thence south 27 degrees 20 minutes 00 seconds east, 90.00 feet; thence north 63 degrees 00 minutes 00 seconds west, 139.00 feet; thence north 49 degrees 11 minutes 22 seconds west, 30.00 feet; thence north 15 degrees 30 minutes 00 seconds east, 100.00 feet; thence north 50 degrees 10 minutes 00 seconds west, 70.00 feet; thence north 71 degrees 34 minutes 00 seconds west, 80.00 feet; thence north 15 degrees 00 minutes 00 seconds west, 288.35 feet; thence north 60 degrees 00 minutes 00 seconds west, 110.00 feet; thence north 79 degrees 59 minutes 22 seconds east, 78.08 feet; thence south 26 degrees 53 minutes 41 seconds east, 215.53 feet; thence south 68 degrees 24 minutes 11 seconds east, 255.29 feet; thence south 06 degrees 36 minutes 37 seconds east, 226.25 feet to the point of beginning, all in McHenry County, Illinois; also

That part of the Southwest Quarter of Section 21, Township 43 north, Range 8, east of the Third Principal Meridian, lying westerly of the center line of Pyott Road and further described as follows: commencing at the southeast corner of the west 836.47 feet of the said Southwest Quarter; thence north 01 degrees 02 minutes 00 seconds east, 632.32 feet to the true point of beginning; thence north 48 degrees 00 minutes 00 seconds west, 67.09 feet; thence north 06 degrees 36 minutes 37 seconds west, 226.25 feet; thence north 68 degrees 24 minutes 11 seconds west, 255.29 feet; thence north 26 degrees 53 minutes 41 seconds west, 215.53 feet; thence north 15 degrees 00 minutes 00 seconds west, 35.65 feet; thence north 42 degrees 00 minutes 00 seconds west, 100.00 feet; thence north 45 degrees 10 minutes 01 seconds east, 93.15 feet; thence north 03 degrees 54 minutes 38 seconds west, 353.32 feet; thence north 89 degrees 06 minutes 35 seconds east, 50.63 feet; thence south 09 degrees 01 minutes 54 seconds east, 215.48 feet; thence south 59 degrees 42 minutes 37 seconds west, 25.00 feet; thence south 18 degrees 05 minutes 45 seconds east, 473.44 feet; thence south 54 degrees 12 minutes 46 seconds east, 215.44 feet; thence south 26 degrees 05 minutes 02 seconds east, 283.60 feet; thence south 66 degrees 57 minutes 06 seconds west, 70.01 feet to the point of beginning, all in McHenry County, Illinois; also That part of the Southwest Quarter of Section 21, Township 43 north, Range 8, east of the Third Principal Meridian, lying westerly of the center line of Pyott Road and further described as follows: commencing at the southeast corner of the west 836.47 feet of the said Southwest Quarter; thence north 01 degrees 02 minutes 00 seconds east, 632.32 feet; thence north 66 degrees 57 minutes 06 seconds east, 70.01 feet to the true point of beginning; thence north 26 degrees 05 minutes 02 seconds west, 283.60 feet; thence north 54 degrees 12 minutes 46 seconds west, 215.44 feet; thence north 18 degrees 05 minutes 45 seconds west, 473.44 feet; thence north 59 degrees 42 minutes 37 seconds east, 40.00 feet; thence south 30 degrees 17 minutes 23 seconds east, 605.04 feet; thence south 38 degrees 37 minutes 13 seconds east, 357.15 feet; thence south 66 degrees 57 minutes 06 seconds west, 126.19 feet to the point of beginning, all in McHenry County, Illinois; also

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

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

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

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

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

Passed this 8th day of December, 2022 by a 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 15 in the
Village of Lake in the Hills for the 2022 Tax Year
(Cheswick Place Development)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over all the taxable property within Special Service Area Number 15 in the Village of Lake in the Hills the total sum of \$20,500.00 for the 2022 tax year.

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

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

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

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

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

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

Section 5: This Ordinance shall be in full force and

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

Passed this 8th day of December, 2022 by a 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published: _____

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- ____

**An Ordinance Establishing a Tax Levy for
Special Service Area Number 51 in the
Village of Lake in the Hills for the 2022 Tax Year
(Construction & Installation of potable water distribution)**

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

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

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

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

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

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

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

SECTION 1: That there is hereby levied over taxable parcels #1 through #104, as defined in Exhibit A, attached hereto and made a part hereof, within Special Service Area Number 51 for

the total sum of \$104,188.26 for the 2022 tax year. The total sum is comprised of 66 parcels being taxed at a flat rate of \$1,578.61 per parcel and 38 parcels being taxed at \$0.00 per parcel, as defined in Exhibit A.

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

That part of Lake in the Hills Estates Unit 12, being a subdivision of part of the South half of Section 28, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded April 4, 1953 as Document No. 264707, in McHenry County, described as follows: Beginning at the Northwest corner of Lot 2 in Block 1 in said Lake in the Hills Estates Unit 12; thence Southerly along the West line of said Lot 2 to the Southwest corner thereof, said point being on the North line of Lot 3 in Block 1 in said Lake in the Hills Estates Unit 12; thence Westerly along said Northerly line to the Westerly line of said Block 1; thence Southerly along said Westerly line and also the Westerly lines of Blocks 10, 15 and 16 and the Westerly lines of Craig Street and Roger Street in said Lake in the Hills Estates Unit 12, to the Southwest corner of Lot 1 in said Block 16; thence Easterly along the Southerly line of said Block 16 to the Southeast corner of Lot 8 in said Block 16; thence Northerly along the Easterly line of said Blocks 16 and 13 in said Lake in the Hills Estates Unit 12 to the Southwest corner of Lot 1 in Block 12 in said Lake in the Hills Estates Unit 12; thence Easterly along the Southerly line of said Blocks 12 and 7 and the Southerly line of a drainage easement per said Lake in the Hills Estates Unit 12, to a bend point in the Southerly line of Lot 9 in said Block 7; thence Southeasterly along the Southwesterly line of Blocks 7, 6 and 5 and the Southwesterly lines of Ethel Avenue and Isabel Avenue in said Lake in the Hills Estates Unit 12 to the Southeast corner of Lot 9 in said Block 5; thence Northeasterly along the Southeasterly line of said Blocks 5 and 4 and the Southeasterly line of vacated Rosemarie Street in said Lake in the Hills Estates Unit 12 to the Northeast corner of Lot 3 in said Block 4, said point being on the Southwesterly line of W. Algonquin Road as shown on said Lake in the Hills Estates Unit 12; Thence Northwesterly along said Southwesterly line and the Northerly line of said Lake in the Hills Estates Unit 12 to the Point of Beginning, EXCEPTING therefrom all of Lot 5 in Block 3 in said Lake in the Hills Estates Unit 12, all in McHenry County, Illinois.

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

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

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

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

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

Passed this 8th day of December 2022 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

PUBLISHED: _____

EXHIBIT A

Village of Lake in the Hills Special Service Area #51 Tax Year 2022 Tax Levy Amounts

	Parcel Identification	Tax Year 2022	
	Number	Tax Levy	Address
1.	19-28-180-002	\$1,578.61	1301 W. Algonquin Road, Algonquin, IL 60102
2.	19-28-180-003	\$1,578.61	703 Scotty Avenue, Algonquin, IL 60102
3.	19-28-181-002	\$1,578.61	1217 W. Algonquin Road, Algonquin, IL 60102
4.	19-28-181-003	\$0.00	1211 E. Algonquin Road, Algonquin, IL 60102
5.	19-28-181-004	\$1,578.61	1211 E. Algonquin Road, Algonquin, IL 60102
6.	19-28-181-006	\$1,578.61	1207 W. Algonquin Road, Algonquin, IL 60102
7.	19-28-182-003	\$1,578.61	1127 W. Algonquin Road, Algonquin, IL 60102
8.	19-28-182-004	\$0.00	1123 E. Algonquin Road, Algonquin, IL 60102
9.	19-28-182-005	\$1,578.61	1123 E. Algonquin Road, Algonquin, IL 60102
10.	19-28-182-007	\$1,578.61	1201 W. Algonquin Road, Algonquin, IL 60102
11.	19-28-182-008	\$1,578.61	1129 W. Algonquin Road, Algonquin, IL 60102
12.	19-28-326-001	\$1,578.61	705 Scotty Avenue, Algonquin, IL 60102
13.	19-28-326-002	\$0.00	705 Scotty Avenue, Algonquin, IL 60102
14.	19-28-327-001	\$1,578.61	704 Scotty Avenue, Algonquin, IL 60102
15.	19-28-327-002	\$1,578.61	804 Rosemarie Street, Algonquin, IL 60102
16.	19-28-327-003	\$1,578.61	806 Rosemarie Street, Algonquin, IL 60102
17.	19-28-327-004	\$1,578.61	808 Rosemarie Street, Algonquin, IL 60102
18.	19-28-327-005	\$0.00	808 Rosemarie Street, Algonquin, IL 60102
19.	19-28-327-006	\$0.00	814 Rosemarie Street, Algonquin, IL 60102
20.	19-28-327-007	\$1,578.61	814 Rosemarie Street, Algonquin, IL 60102
21.	19-28-327-011	\$0.00	806 Rosemarie Street, Algonquin, IL 60102
22.	19-28-327-012	\$0.00	808 Rosemarie Street, Algonquin, IL 60102
23.	19-28-327-013	\$0.00	808 Rosemarie Street, Algonquin, IL 60102
24.	19-28-327-014	\$0.00	815 Dennis Avenue, Lake in the Hills, IL 60156
25.	19-28-327-015	\$1,578.61	815 Dennis Avenue, Lake in the Hills, IL 60156
26.	19-28-327-017	\$1,578.61	10516 Scotty Avenue, Algonquin, IL 60102
27.	19-28-329-001	\$1,578.61	10514 Dennis Avenue, Algonquin, IL 60102
28.	19-28-329-003	\$0.00	905 Craig Street, Algonquin, IL 60102
29.	19-28-329-011	\$1,578.61	905 Craig Street, Algonquin, IL 60102
30.	19-28-329-012	\$0.00	905 Craig Street, Algonquin, IL 60102
31.	19-28-329-016	\$1,578.61	1114 Ethel Street, Algonquin, IL 60102
32.	19-28-329-018	\$1,578.61	901 Craig Street, Algonquin, IL 60102
33.	19-28-330-006	\$1,578.61	5708 Roger Street, Lake in the Hills, IL 60156
34.	19-28-330-007	\$0.00	5708 Roger Street, Lake in the Hills, IL 60156
35.	19-28-330-008	\$1,578.61	809 Roger Street, Algonquin, IL 60102
36.	19-28-330-009	\$0.00	809 Roger Street, Algonquin, IL 60102
37.	19-28-330-010	\$0.00	809 Roger Street, Algonquin, IL 60102
38.	19-28-330-015	\$1,578.61	701 Roger Street, Algonquin, IL 60102
39.	19-28-331-001	\$1,578.61	901 Roger Street, Algonquin, IL 60102

Parcel Identification Tax Year 2022

	Number	Tax Levy	Address
40.	19-28-331-002	\$0.00	901 Roger Street, Algonquin, IL 60102
41.	19-28-332-001	\$1,578.61	10701 Willy Avenue, Algonquin, IL 60102
42.	19-28-332-002	\$1,578.61	10703 Willy Avenue, Algonquin, IL 60102
43.	19-28-332-003	\$0.00	10703 Willy Avenue, Algonquin, IL 60102
44.	19-28-332-004	\$0.00	10711 Willy Avenue, Algonquin, IL 60102
45.	19-28-332-005	\$1,578.61	10711 Willy Avenue, Algonquin, IL 60102
46.	19-28-332-006	\$0.00	10711 Willy Avenue, Algonquin, IL 60102
47.	19-28-332-007	\$0.00	10711 Willy Avenue, Algonquin, IL 60102
48.	19-28-332-008	\$1,578.61	10715 Willy Avenue, Algonquin, IL 60102
49.	19-28-332-009	\$0.00	10715 Willy Avenue, Algonquin, IL 60102
50.	19-28-332-010	\$1,578.61	10800 Willy Avenue, Algonquin, IL 60102
51.	19-28-332-011	\$0.00	10800 Willy Avenue, Algonquin, IL 60102
52.	19-28-332-012	\$0.00	10800 Willy Avenue, Algonquin, IL 60102
53.	19-28-332-017	\$1,578.61	5713 Joan Street, Lake in the Hills, IL 60102
54.	19-28-333-001	\$1,578.61	702 Roger Street, Algonquin, IL 60102
55.	19-28-333-002	\$0.00	702 Roger Street, Algonquin, IL 60102
56.	19-28-333-003	\$1,578.61	10706 Willy Avenue, Algonquin, IL 60102
57.	19-28-333-004	\$0.00	10706 Willy Avenue, Algonquin, IL 60102
58.	19-28-333-006	\$1,578.61	10712 Willy Avenue, Algonquin, IL 60102
59.	19-28-333-009	\$1,578.61	10701 Nevin Street, Algonquin, IL 60102
60.	19-28-333-010	\$1,578.61	5703 Nevin Street, Algonquin, IL 60102
61.	19-28-333-011	\$0.00	10706 Willy Avenue, Algonquin, IL 60102
62.	19-28-333-012	\$1,578.61	807 Nevin Street, Algonquin, IL 60102
63.	19-28-333-013	\$1,578.61	809 Nevin Street, Lake in the Hills, IL 60156
64.	19-28-333-014	\$0.00	813 Nevin Avenue, Lake in the Hills, IL 60156
65.	19-28-333-015	\$1,578.61	813 Nevin Avenue, Lake in the Hills, IL 60156
66.	19-28-333-016	\$0.00	813 Nevin Avenue, Lake in the Hills, IL 60156
67.	19-28-333-017	\$1,578.61	10714 Willy Avenue, Algonquin, IL 60102
68.	19-28-334-001	\$1,578.61	900 Roger Street, Algonquin, IL 60102
69.	19-28-334-002	\$1,578.61	902 Nevin Street, Algonquin, IL 60102
70.	19-28-334-003	\$1,578.61	10904 Nevin Street, Algonquin, IL 60102
71.	19-28-334-004	\$1,578.61	908 Nevin Street, Algonquin, IL 60102
72.	19-28-334-005	\$0.00	908 Nevin Street, Algonquin, IL 60102
73.	19-28-334-006	\$1,578.61	910 Nevin Avenue, Algonquin, IL 60102
74.	19-28-334-007	\$1,578.61	10714 Nevin Avenue, Lake in the Hills, IL 60156
75.	19-28-334-008	\$1,578.61	10716 Nevin Avenue, Algonquin, IL 60102
76.	19-28-334-009	\$1,578.61	10718 Nevin Street, Algonquin, IL 60102
77.	19-28-334-010	\$1,578.61	10720 Nevin Street, Algonquin, IL 60102
78.	19-28-334-011	\$1,578.61	902 Roger Street, Algonquin, IL 60102
79.	19-28-334-012	\$1,578.61	904 Roger Street, Algonquin, IL 60102
80.	19-28-334-013	\$0.00	904 Roger Street, Algonquin, IL 60102
81.	19-28-334-014	\$0.00	904 Roger Street, Algonquin, IL 60102
82.	19-28-334-015	\$0.00	904 Roger Street, Algonquin, IL 60102
83.	19-28-401-001	\$1,578.61	1111-1117 W. Algonquin Road, Algonquin, IL 60102
84.	19-28-401-002	\$0.00	1111-1117 W. Algonquin Road, Algonquin, IL 60102
85.	19-28-401-003	\$0.00	1101 W. Algonquin Road, Lake in the Hills, IL 60156
86.	19-28-403-001	\$1,578.61	1001 Ethel Avenue, Algonquin, IL 60102

Parcel Identification Tax Year 2022

	Number	Tax Levy	Address
87.	19-28-403-002	\$0.00	1001 Ethel Avenue, Algonquin, IL 60102
88.	19-28-403-003	\$1,578.61	1005 Ethel Street, Algonquin, IL 60102
89.	19-28-403-004	\$0.00	1005 Ethel Street, Algonquin, IL 60102
90.	19-28-403-005	\$0.00	1001 Ethel Avenue, Algonquin, IL 60102
91.	19-28-403-006	\$1,578.61	1104 Isabel Drive, Algonquin, IL 60102
92.	19-28-403-011	\$0.00	1108 Isabel Drive, Algonquin, IL 60102
93.	19-28-403-013	\$1,578.61	1108 Isabel Drive, Algonquin, IL 60102
94.	19-28-404-010	\$1,578.61	1075 W. Algonquin Road, Algonquin, IL 60102
95.	19-28-404-015	\$1,578.61	1045 W. Algonquin Road, Algonquin, IL 60102
96.	19-28-404-016	\$1,578.61	1065 W. Algonquin Road, Algonquin, IL 60102
97.	19-28-405-004	\$1,578.61	1107 Isabel Drive, Algonquin, IL 60102
98.	19-28-405-008	\$1,578.61	1115 Isabel Drive, Algonquin, IL 60102
99.	19-28-405-009	\$1,578.61	1117 Isabel Drive, Algonquin, IL 60102
100.	19-28-405-019	\$1,578.61	1113 Isabel Street, Algonquin, IL 60102
101.	19-28-405-021	\$0.00	1107 Isabel Drive, Algonquin, IL 60102
102.	19-28-405-022	\$1,578.61	1101 Isabel Drive, Algonquin, IL 60102
103.	19-28-405-023	\$1,578.61	1103 Isabel Drive, Algonquin, IL 60102
104.	19-28-405-024	\$1,578.61	1111 Isabel Street, Algonquin, IL 60102
	Total	\$104,188.26	



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022

DEPARTMENT: Public Works

SUBJECT: Award three master contracts for professional engineering services in 2023

EXECUTIVE SUMMARY

Staff seeks Board approval to award three master contracts for professional engineering services in 2023.

In 2019, after conducting an evaluative process consisting of a Request for Statement of Qualifications (RSQ) and direct interviews, the Village chose to enter into contracts for fiscal year 2020 with the following three engineering firms to focus on various needs as outlined below:

- Baxter & Woodman, Inc -Village and Development Services Engineer
 - General services include water treatment plant assistance and general map updates. Special projects have included: zoning map updates & plan reviews for new developments such as Melody Living and Arden Rose.
- Christopher B. Burke Engineering, LTD.- Stormwater and Lakes Engineer
 - General services include reviewing stormwater management permits and investigating drainage issues. Special projects have included: engineering design work for the Woods Creek Reach 11 streambank stabilization project and dam inspections.
- Chastain and Associates - Motor Fuel Tax and Transportation Infrastructure Design Engineer
 - General services include assistance with traffic issues and transportation grant assistance. Special projects have included: engineering design and construction management services for the annual MFT road resurfacing projects and the Industrial Drive roadway reconstruction project.

All three firms performed satisfactorily during the initial contract period and the Village renewed the contract with each firm for services in 2021 & 2022. Staff believe that all three firms have continued to perform well over the past three years and recommend renewing the contract with each firm once again for engineering services in 2023. The contract renewals for services in 2023 represent the third and final optional one-year renewal periods.

The attached master agreements will serve as the base documents for all engineering services provided by the three firms and all task orders that meet or exceed \$20,000 will go before the Board for approval.

FINANCIAL IMPACT

Village staff will approve Task Orders below \$20,000 while Task Orders exceeding \$20,000 will come before the Board for approval.

ATTACHMENTS

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

RECOMMENDED MOTIONS

Motion to approve a master contract with Baxter & Woodman, Inc. for professional engineering services from January 1, 2023 through December 31, 2023.

Motion to approve a master contract with Christopher B. Burke Engineering, LTD. for professional engineering services from January 1, 2023 through December 31, 2023.

Motion to approve a master contract with Chastain & Associates, LLC. for professional engineering services from January 1, 2023 through December 31, 2023.

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
BAXTER & WOODMAN, INC.
FOR
CALENDAR YEAR 2023 PROFESSIONAL ENGINEERING SERVICES

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
BAXTER & WOODMAN, INC.
FOR
CALENDAR YEAR 2023 PROFESSIONAL ENGINEERING SERVICES

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	THE SERVICES	1
1.1	Performance of the Services	1
1.2	Commencement and Completion Dates.....	3
1.3	Required Submittals.....	3
1.4	Review and Incorporation of Contract Provisions.....	4
1.5	Financial and Technical Ability to Perform.....	4
1.6	Time	4
1.7	Consultant's Personnel and Subcontractors.....	5
1.8	Owner's Responsibilities	6
1.9	Owner's Right to Terminate or Suspend Services for Convenience	7
ARTICLE II	CHANGES AND DELAYS	7
2.1	Changes.....	7
2.2	Delays.....	8
2.3	No Constructive Change Orders	8
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	9
3.1	Representation of Services	9
3.2	Corrections	9
3.3	Risk of Loss	10
ARTICLE IV	FINANCIAL ASSURANCES	10
4.1	Insurance	10

4.2	Indemnification.....	11
ARTICLE V	PAYMENT	12
5.1	Contract Price	12
5.2	Taxes, Benefits and Royalties	12
5.3	Progress Payments	12
5.4	Final Acceptance and Final Payment.....	13
5.5	Deductions	14
5.6	Accounting	15
ARTICLE VI	REMEDIES.....	15
6.1	Owner's Remedies.....	15
6.2	Terminations and Suspensions Deemed for Convenience	16
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	16
7.1	Binding Effect	16
7.2	Relationship of the Parties	17
7.3	No Collusion.....	17
7.4	Assignment	17
7.5	Confidential Information.....	18
7.6	No Waiver	18
7.7	No Third Party Beneficiaries	18
7.8	Notices.....	18
7.9	Governing Laws	19
7.10	Changes in Laws.....	19
7.11	Compliance with Laws and Grants.....	19
7.12	Documents	20
7.13	Time	21
7.14	Severability	21
7.15	Entire Agreement	21
7.16	Amendments	22

ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

ATTACHMENT C – Standard Charges for Professional Services

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
BAXTER & WOODMAN, INC.
FOR
CALENDAR YEAR 2023 PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the Village of Lake in the Hills, 600 Harvest Gate Road, Lake in the Hills, Illinois 60156, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and Baxter & Woodman, Inc. 8678 Ridgefield Road, Crystal Lake, IL 60012, an Illinois corporation, (“Consultant”), make this Contract as of the ___ day of December, 2022, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

A Consultant’s Services

1. Village Engineer Services. Upon appointment to the office of the Village Engineer, Baxter & Woodman, Inc. shall perform the duties pertaining to the office, without a task order, subject to such ordinances, rules, regulations, and directions as the Village President, Board of Trustees, and Village Administrator or their designated representative may from time to time, establish, including but not limited to the following:

a. General Engineering

- i. Undertaking investigations of minor civil engineering and traffic engineering matters;
- ii. Attendance at Village Board meetings, Committee of the Whole meetings, and staff meetings as required;
- iii. Providing support for the preparation of drawings and maps to support Village Departments;
- iv. Preparation of monthly status reports;
- v. Assist in preparation of grant applications;

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

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

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

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

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

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

No Task Order shall be issued pursuant to this Contract after December 31, 2023, unless such date is extended by amendment to this Contract. Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

1.2 Commencement and Completion Dates

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

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Subcontractors

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

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

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

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

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

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

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

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Services

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

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

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

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

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

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

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

a) Worker's Compensation: Statutory;

b) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease-per employee

\$1,000,000 disease-policy limit

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

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

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

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

Coverages shall include:

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

ISO Additional Insured Endorsement CG2010 shall be provided.

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

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

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

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

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

C. **General Requirements**

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

4.2 Indemnification

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

ARTICLE V
PAYMENT

5.1 Contract Price

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

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

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

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

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

5.4 Final Acceptance and Final Payment

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

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

5.5 Deductions

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

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

5.6 Accounting

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

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

ARTICLE VI **REMEDIES**

61 Owner's Remedies

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

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

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

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

62 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

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

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

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

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

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

7.12 Documents

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

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

(SEAL)

Attest/Witness:

VILLAGE OF LAKE IN THE HILLS

By: _____
Shannon DuBeau
Village Clerk

By: _____
Ray Bogdanowski
Village President

Attest/Witness:

BAXTER & WOODMAN, INC.

By: Barbara Tobin
Barbara Tobin
Title: Deputy Secretary

By: Carolyn A. Grieves
Carolyn A. Grieves
Title: Vice President

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

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

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

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

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

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

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

is complete, final payment to the construction contractors.

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

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

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

ATTACHMENT B

FORM OF TASK ORDER

Task Order No. _____

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Baxter & Woodman, Inc. (“Consultant”) for Calendar Year 2023 Professional Engineering Services, dated December __, 2022 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

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

B. Additional Services:

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

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

[List or state “none”]

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

_____ days following execution of this Task Order by Owner.

_____ days following issuance of Notice to Proceed by Owner.

_____, 2023.

5. **Completion Date:**

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

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

_____, 2023, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate completion dates:

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

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

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

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

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

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

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

6. **Submittal Schedule:**

Submittal:

Due Date:

7. **Key Project Personnel:**

Names:

Telephone:

8. **Contract Price:**

PREFERRED METHOD--BILLING RATE TASK ORDER

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

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

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

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

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

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

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

OTHER OPTIONS

LUMP SUM TASK ORDER

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

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

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

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

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

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

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

Operational \$

_____ \$

COST PLUS FIXED FEE TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

DIRECT COST TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

For providing, performing, and completing all Services, an amount equal to _____% of the Construction Cost of the Project.

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

9. **Payments:**

PREFERRED METHOD--BILLING RATE TASK ORDER

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

OTHER OPTIONS:

For use with Lump Sum Task Orders:

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and

resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall mean_____.

For use with Cost Plus Fixed Fee Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant and attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

For use with Direct Cost Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

For use with Percentage of Construction Cost Task Orders:

The Construction Cost of the Project for purpose of determining payment of the Contract Price to Consultant means the total cost to Owner, as estimated by Consultant or as bid by the Contractor engaged to perform the Project,

whichever is less, of all elements of the Project designed or specified by Consultant; provided, however that Construction Cost of the Project shall not include Consultant's compensation and expenses, cost of land, rights-of-way, or compensation for or damages to, properties, nor Owner's legal, accounting, insurance counseling, or auditing services, or interest and finance charges incurred in connection with the Project or other costs that are the responsibility of Owner pursuant to Section 1.8 of the Contract.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report	_____ %
Preliminary Design	_____ %
Final Design	_____ %
Bidding/Negotiation	_____ %
Construction	_____ %
Operational	_____ %
_____	_____ %

Prior to completion of construction and final payment to the construction contractor, the estimated Construction Cost of the Project shall be based upon the construction contract price at the time of the award.

Prior to award of a construction contract, the estimated Construction Cost of the Project shall be based upon the lesser of (i) the most recent Consultant's opinion of probable Construction Cost of the Project submitted to, and approved by, Owner or (ii) the lowest bona fide bid received from a responsive and responsible bidder for such work or, if the work is not bid, the lowest bona fide negotiated proposal for such work from a responsive or responsible person.

Prior to submission and approval of Consultant's opinion of probable Construction Cost of the Project in the Study and Report Phase, progress payments shall be based upon salaries and wages paid to all Consultant personnel engaged directly on the Project and actual expenses incurred by Consultant directly or indirectly in connection with the Project.

Upon completion and final acceptance of each phase of Services, Owner shall pay such additional amount, if any, or be entitled to credit against future progress payments such amount, if any, as may be necessary to bring the total compensation paid on account of such phase to the foregoing percentages of the total or estimated Construction Cost of the Project, as the case may be.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall mean_____.

10. **Modifications to Contract:**

[Describe Contract modifications or state “none”]

11. **Attachments:**

[List or state “none”]

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is _____, 2023

VILLAGE OF LAKE IN THE HILLS

By: Ray Bogdanowski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

BAXTER & WOODMAN, INC

Carolyn Grieves, P.E.
Regional Manager

Task Order No. _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Carolyn A. Grieves, P.E.

Title: Region Manager

Address: 8678 Ridgefield Road, Crystal Lake, IL 60012

E-mail Address: cgrieves@baxterwoodman.com

Phone: 815-444-3230

ENGINEERING FEES USING COST PLUS FIX FEE

ATTACHMENT C

2023 HOURLY RATE SCHEDULE LAKE IN THE HILLS, ILLINOIS

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Executive Vice President	\$74 to \$100
Vice President	\$72 to \$81
Engineer VII	\$65 to \$77
Engineer VI	\$61 to \$77
Engineer V	\$52 to \$64
Engineer IV	\$42 to \$56
Engineer III	\$37 to \$46
Engineer II	\$32 to \$43
Engineer I	\$31 to \$34
Engineering Intern	\$18 to \$18
Construction Manager II	\$43 to \$60
Construction Manager I	\$29 to \$30
Engineering Tech V	\$42 to \$65
Engineering Tech IV	\$40 to \$62
Engineering Tech III	\$32 to \$47
Engineering Tech II	\$29 to \$29
Engineering Tech I	\$24 to \$27
Environmental Scientist V	\$56 to \$60
Environmental Scientist IV	\$48 to \$48
Environmental Scientist III	\$43 to \$44
Environmental Scientist II	\$32 to \$41
Survey Manager	\$48 to \$48
Survey Crew Chief	\$40 to \$41
Surveyor, Project	\$35 to \$40
Survey Technician	\$27 to \$27
Spatial Technology Manager	\$59 to \$62
Spatial Technology Professional III	\$42 to \$49

ENGINEERING FEES USING COST PLUS FIX FEE

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Spatial Technology Professional II	\$32 to \$39
Spatial Technology Professional I	\$26 to \$26
Production Manager	\$48 to \$69
CADD Tech III	\$43 to \$49
CADD Tech II	\$31 to \$41
CADD Tech I	\$24 to 29
Urban Planner V	\$55 to \$56
Administrative Support IV	\$36 to \$46
Administrative Support III	\$23 to \$31
Administrative Support II	\$23 to \$27
Administrative Support I	\$21 to \$22
Marketing Professional I to IV	\$24 to \$48
Communication Specialist I to IV	\$24 to \$48
Accounting Professional I to IV	\$22 to \$52
IT Professional I to III	\$25 to \$36

ENGINEERING FEES USING HOURLY RATES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	\$250
Vice President	\$240
Engineer VII	\$230
Engineer VI	\$220
Engineer V	\$200
Engineer IV	\$185
Engineer III	\$165
Engineer II	\$140
Engineer I	\$120
Engineering Intern	\$70
Construction Manager II	\$185
Construction Manager I	\$170
Engineering Tech V	\$160
Engineering Tech IV	\$145
Engineering Tech III	\$130
Engineering Tech II	\$110
Engineering Tech I	\$95
Environmental Scientist V	\$180
Environmental Scientist IV	\$160
Environmental Scientist III	\$140
Environmental Scientist II	\$115
Environmental Scientist I	\$100
Professional Surveyor	\$190
Survey Manager	\$150
Survey Crew Chief	\$130
Surveyor, Project	\$110
Survey Technician	\$80
Spatial Technology Manager	\$185
Spatial Technology Professional III	\$160
Spatial Technology Professional II	\$140

ENGINEERING FEES USING HOURLY RATES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Spatial Technology Professional I	\$120
Production Manager	\$175
CADD Tech III	\$140
CADD Tech II	\$125
CADD Tech I	\$95
Urban Planner V	\$185
Urban Planner IV	\$185
Urban Planner III	\$165
Urban Planner II	\$145
Urban Planner I	\$140
Administrative Support IV	\$95
Administrative Support III	\$90
Administrative Support II	\$85
Administrative Support I	\$70
Marketing Professional I to IV	\$140
Communication Specialist I to IV	\$140
Accounting Professional I to IV	\$110
IT Professional I to III	\$110



MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHRISTOPHER B. BURKE
ENGINEERING, LTD.
FOR
CALENDAR YEAR 2023 PROFESSIONAL ENGINEERING SERVICES

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND CHRISTOPHER B. BURKE
ENGINEERING, LTD.
FOR
CALENDAR YEAR 2023 PROFESSIONAL ENGINEERING SERVICES

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	THE SERVICES	1
1.1	Performance of the Services	1
1.2	Commencement and Completion Dates.....	3
1.3	Required Submittals.....	3
1.4	Review and Incorporation of Contract Provisions.....	4
1.5	Financial and Technical Ability to Perform.....	4
1.6	Time	4
1.7	Consultant's Personnel and Subcontractors.....	5
1.8	Owner's Responsibilities	6
1.9	Owner's Right to Terminate or Suspend Services for Convenience.....	7
ARTICLE II	CHANGES AND DELAYS	7
2.1	Changes.....	7
2.2	Delays.....	8
2.3	No Constructive Change Orders	8
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	9
3.1	Representation of Services	9
3.2	Corrections	9
3.3	Risk of Loss	10
ARTICLE IV	FINANCIAL ASSURANCES	10
4.1	Insurance	10

4.2	Indemnification.....	11
ARTICLE V	PAYMENT	12
5.1	Contract Price	12
5.2	Taxes, Benefits and Royalties	12
5.3	Progress Payments	12
5.4	Final Acceptance and Final Payment.....	13
5.5	Deductions	14
5.6	Accounting	15
ARTICLE VI	REMEDIES.....	15
6.1	Owner's Remedies.....	15
6.2	Terminations and Suspensions Deemed for Convenience	16
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	16
7.1	Binding Effect	16
7.2	Relationship of the Parties	17
7.3	No Collusion.....	17
7.4	Assignment	17
7.5	Confidential Information.....	18
7.6	No Waiver	18
7.7	No Third Party Beneficiaries	18
7.8	Notices.....	18
7.9	Governing Laws	19
7.10	Changes in Laws.....	19
7.11	Compliance with Laws and Grants.....	19
7.12	Documents	20
7.13	Time	21
7.14	Severability	21
7.15	Entire Agreement	21
7.16	Amendments	22

ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

ATTACHMENT C – Standard Charges for Professional Services

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHRISTOPHER B. BURKE
ENGINEERING, LTD.
FOR
CALENDAR YEAR 2023 PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the Village of Lake in the Hills, 600 Harvest Gate Road, Lake in the Hills, Illinois 60156, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and Christopher B. Burke Engineering, LTD., 9575 West Higgins Road Suite 600, Rosemont, IL 60018, an Illinois corporation, (“Consultant”), make this Contract as of the ___ day of December, 2022, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

A Consultant’s Services

1. Stormwater Consultant. Consultant shall perform the duties, without a task order, subject to such ordinances, rules, regulations, and directions as the Village President, Board of Trustees, and Village Administrator or their designated representative may from time to time, establish, including but not limited to the following:
 - a. General Engineering
 - i. Undertaking investigations of minor stormwater engineering and drainage engineering matters;
 - ii. Serving as enforcement official for the Village’s Comprehensive Stormwater Management ordinance and the McHenry County Stormwater ordinance;
 - iii. Attendance at Village Board meetings, Committee of the Whole meetings, and staff meetings as required;
 - iv. Providing support for the preparation of drawings and maps to support Village Departments;
 - v. Preparation of monthly status reports;
 - vi. Assist in the preparation of the annual capital budget

and grant applications;

- vii. Performing the annual dam inspection services;
- viii. Providing timely information concerning changes to legislation, grant availability, and standards of engineering practice which could have an impact on Village programs; and
- ix. Preliminary plat / plan review and review of final engineering plans and supporting documents for compliance with stormwater regulations;
- x. Inspection of improvements; and
- xi. Assisting Village Departments as necessary.

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

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

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

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

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

No Task Order shall be issued pursuant to this Contract after December 31, 2023, unless such date is extended by amendment to this Contract. Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

1.2 Commencement and Completion Dates

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

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

1.3 **Required Submittals**

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

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

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Subcontractors

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

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

B Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant

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

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

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

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

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Services

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

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

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

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

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

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

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

a) Worker's Compensation: Statutory;

b) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease-per employee

\$1,000,000 disease-policy limit

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

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

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

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

Coverages shall include:

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

ISO Additional Insured Endorsement CG2010 shall be provided.

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

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

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

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

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

C. **General Requirements**

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

4.2 Indemnification

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

ARTICLE V
PAYMENT

5.1 Contract Price

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

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

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

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

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

5.4 Final Acceptance and Final Payment

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

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

5.5 Deductions

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

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

5.6 Accounting

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

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

ARTICLE VI REMEDIES

61 Owner's Remedies

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

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

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

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

62 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

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

Christopher B. Burke Engineering, LTD.
9575 West Higgins Road, Suite 600
Rosemont, Illinois, 60018
Attention: John Heinz

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

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

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

7.12 Documents

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

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

(SEAL)

Attest/Witness:


VILLAGE OF LAKE IN THE HILLS


By: _____
Shannon DuBeau
Village Clerk

By: _____
Ray Bogdanowski
Village President

Attest/Witness:

**CHRISTOPHER B. BURKE
ENGINEERING, LTD.**

By: 
Thomas T. Burke
Title: Executive Vice President

By: 
Michael E. Kerr
Title: President

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

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

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

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

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
 - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
 - c. Furnish 5 copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.
4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and conduct pre-bid or negotiation conferences.
 - b. Issue addenda as appropriate and approved by Owner.
 - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
 - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
 - e. Conduct bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.
5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:

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

- m. Prepare and continuously update drawings of record and submit 5 set(s) of reproducible drawings of record to Owner within 90 days from the completion of the construction contract.
6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
- a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
 - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Christopher B. Burke Engineering, Ltd. (“Consultant”) for Calendar Year 2023 Professional Engineering Services, dated December __, 2022 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

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

B. Additional Services:

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

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

[List or state “none”]

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

_____ days following execution of this Task Order by Owner.

_____ days following issuance of Notice to Proceed by Owner.

_____, 2023.

5. **Completion Date:**

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

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

_____, 2023, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate completion dates:

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

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

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

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

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

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

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

6. **Submittal Schedule:**

Submittal: Due Date:

7. **Key Project Personnel:**

Names: Telephone:

8. **Contract Price:**

PREFERRED METHOD--BILLING RATE TASK ORDER

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

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

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

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

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

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

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

OTHER OPTIONS

LUMP SUM TASK ORDER

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

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

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

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

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

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

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

Operational \$
 _____ \$

COST PLUS FIXED FEE TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

DIRECT COST TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

For providing, performing, and completing all Services, an amount equal to _____% of the Construction Cost of the Project.

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

9. **Payments:**

PREFERRED METHOD--BILLING RATE TASK ORDER

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

OTHER OPTIONS:

For use with Lump Sum Task Orders:

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and

resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall mean_____.

For use with Cost Plus Fixed Fee Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant and attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

For use with Direct Cost Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

For use with Percentage of Construction Cost Task Orders:

The Construction Cost of the Project for purpose of determining payment of the Contract Price to Consultant means the total cost to Owner, as estimated by Consultant or as bid by the Contractor engaged to perform the Project,

whichever is less, of all elements of the Project designed or specified by Consultant; provided, however that Construction Cost of the Project shall not include Consultant's compensation and expenses, cost of land, rights-of-way, or compensation for or damages to, properties, nor Owner's legal, accounting, insurance counseling, or auditing services, or interest and finance charges incurred in connection with the Project or other costs that are the responsibility of Owner pursuant to Section 1.8 of the Contract.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report	_____ %
Preliminary Design	_____ %
Final Design	_____ %
Bidding/Negotiation	_____ %
Construction	_____ %
Operational	_____ %
_____	_____ %

Prior to completion of construction and final payment to the construction contractor, the estimated Construction Cost of the Project shall be based upon the construction contract price at the time of the award.

Prior to award of a construction contract, the estimated Construction Cost of the Project shall be based upon the lesser of (i) the most recent Consultant's opinion of probable Construction Cost of the Project submitted to, and approved by, Owner or (ii) the lowest bona fide bid received from a responsive and responsible bidder for such work or, if the work is not bid, the lowest bona fide negotiated proposal for such work from a responsive or responsible person.

Prior to submission and approval of Consultant's opinion of probable Construction Cost of the Project in the Study and Report Phase, progress payments shall be based upon salaries and wages paid to all Consultant personnel engaged directly on the Project and actual expenses incurred by Consultant directly or indirectly in connection with the Project.

Upon completion and final acceptance of each phase of Services, Owner shall pay such additional amount, if any, or be entitled to credit against future progress payments such amount, if any, as may be necessary to bring the total compensation paid on account of such phase to the foregoing percentages of the total or estimated Construction Cost of the Project, as the case may be.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall mean_____.

10. **Modifications to Contract:**

[Describe Contract modifications or state “none”]

11. **Attachments:**

[List or state “none”]

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is_____, 2023

VILLAGE OF LAKE IN THE HILLS

By: Ray Bogdanowski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Michael Kerr
President

Task Order No. ____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:

ATTACHMENT C

Standard Charges for Professional Services Village of Lake in the Hills (For Billing Rate Task Orders Only)

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	268
Engineer V	216
Engineer IV	180
Engineer III	160
Engineer I/II	129
Survey V	237
Survey IV	216
Survey III	191
Survey II	154
Survey I	118
Engineering Technician V	211
Engineering Technician IV	170
Engineering Technician III	124
Engineering Technician I/II	77
CAD Manager	201
CAD II	144
GIS Specialist III	165
Landscape Architect	185
Landscape Designer I/II	108
Environmental Resource Specialist V	227
Environmental Resource Specialist IV	175
Environmental Resource Specialist III	134
Environmental Resource Specialist I/II	98
Environmental Resource Technician	129
Administrative	113
Engineering Intern	67
Information Technician III	144
Information Technician I/II	124
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit



MASTER CONTRACT

BETWEEN

THE VILLAGE OF LAKE IN THE HILLS

AND

CHASTAIN & ASSOCIATES LLC

FOR

CALENDAR YEAR 2023 PROFESSIONAL ENGINEERING SERVICES

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHASTAIN & ASSOCIATES LLC
FOR
CALENDAR YEAR 2023 PROFESSIONAL ENGINEERING SERVICES

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	THE SERVICES	1
1.1	Performance of the Services	1
1.2	Commencement and Completion Dates.....	3
1.3	Required Submittals.....	4
1.4	Review and Incorporation of Contract Provisions.....	5
1.5	Financial and Technical Ability to Perform.....	5
1.6	Time	5
1.7	Consultant's Personnel and Subcontractors.....	5
1.8	Owner's Responsibilities	6
1.9	Owner's Right to Terminate or Suspend Services for Convenience.....	7
ARTICLE II	CHANGES AND DELAYS	8
2.1	Changes.....	8
2.2	Delays.....	8
2.3	No Constructive Change Orders	8
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	9
3.1	Representation of Services	9
3.2	Corrections	10
3.3	Risk of Loss	10
ARTICLE IV	FINANCIAL ASSURANCES	10
4.1	Insurance	10

4.2	Indemnification.....	13
ARTICLE V	PAYMENT	13
5.1	Contract Price	13
5.2	Taxes, Benefits and Royalties	14
5.3	Progress Payments	14
5.4	Final Acceptance and Final Payment.....	15
5.5	Deductions	16
5.6	Accounting	16
ARTICLE VI	REMEDIES.....	17
6.1	Owner's Remedies.....	17
6.2	Terminations and Suspensions Deemed for Convenience	18
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	18
7.1	Binding Effect	18
7.2	Relationship of the Parties	18
7.3	No Collusion.....	19
7.4	Assignment	19
7.5	Confidential Information.....	19
7.6	No Waiver	19
7.7	No Third Party Beneficiaries	20
7.8	Notices.....	20
7.9	Governing Laws	21
7.10	Changes in Laws.....	21
7.11	Compliance with Laws and Grants.....	21
7.12	Documents	22
7.13	Time	23
7.14	Severability	23
7.15	Entire Agreement	23
7.16	Amendments	23

ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

ATTACHMENT C – Standard Charges for Professional Services

MASTER CONTRACT
BETWEEN
THE VILLAGE OF LAKE IN THE HILLS
AND
CHASTAIN & ASSOCIATES LLC
FOR
CALENDAR YEAR 2023 PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the Village of Lake in the Hills, 600 Harvest Gate Road, Lake in the Hills, Illinois 60156, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and Chastain & Associates LLC, 120 West Center Court, Schaumburg, IL 60195, an Illinois corporation, (“Consultant”), make this Contract as of the _____ day of December, 2022, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

A Consultant’s Services

1. Transportation Consultant. Consultant shall perform the duties, without a task order, subject to such ordinances, rules, regulations, and directions as the Village President, Board of Trustees, and Village Administrator or their designated representative may from time to time, establish, including but not limited to the following:
 - a. General Engineering
 - i. Undertaking investigations of minor right-of-way engineering matters;
 - ii. Providing design and construction management services for the annual motor fuel tax street replacement program;
 - iii. Attendance at Village Board meetings, Committee of the Whole meetings, and staff meetings as required;
 - iv. Providing support for the preparation of drawings and maps to support Village Departments;
 - v. Preparation of monthly status reports;
 - vi. Assist in the preparation of the annual capital budget and grant applications;

- vii. Assist in providing geographic information system (GIS) mapping services;
- viii. Providing timely information concerning changes to legislation, grant availability, and standards of engineering practice which could have an impact on Village programs; and
- ix. Assisting Village Departments as necessary.

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

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

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

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

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

No Task Order shall be issued pursuant to this Contract after December 31, 2023, unless such date is extended by amendment to this Contract. Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

1.2 Commencement and Completion Dates

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

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Subcontractors

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

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

B Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant

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

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

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

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

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Services

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

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

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

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

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

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

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

a) Worker's Compensation: Statutory;

b) Employer's Liability:

\$1,000,000 injury-per occurrence

\$1,000,000 disease-per employee

\$1,000,000 disease-policy limit

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

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

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

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

Coverages shall include:

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

ISO Additional Insured Endorsement CG2010 shall be provided.

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

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

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

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

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

C. **General Requirements**

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

4.2 Indemnification

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

ARTICLE V
PAYMENT

5.1 Contract Price

A. For all services provided as Transportation Consultant (as described in 1.1 A. 1.) and each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and in such Task Order, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in such Task Order (the “Contract Price”), subject to any additions, deductions, or withholdings provided for in this Contract.

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

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

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

5.4 Final Acceptance and Final Payment

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

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

5.5 Deductions

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

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

5.6 Accounting

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

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

ARTICLE VI **REMEDIES**

61 Owner's Remedies

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

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

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

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

62 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

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

Chastain & Associates LLC
120 West Center Court
Schaumburg, Illinois 60195
Attention: Steve Frerichs
Senior Project Manager

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

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

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

7.12 Documents

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

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

(SEAL)

Attest/Witness:


VILLAGE OF LAKE IN THE HILLS

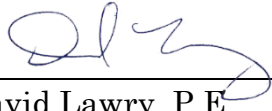
By: _____
Shannon DuBeau
Village Clerk

By: _____
Ray Bogdanowski
Village President

Attest/Witness:

CHASTAIN & ASSOCIATES LLC

By:  _____
Steven Frerichs, P.E.
Title: Senior Project Manager

By:  _____
David Lawry, P.E.
Title: Director of Municipal Services

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

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

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

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

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
 - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
 - c. Furnish 5 copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.
4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and conduct pre-bid or negotiation conferences.
 - b. Issue addenda as appropriate and approved by Owner.
 - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
 - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
 - e. Conduct bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.
5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:

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

- m. Prepare and continuously update drawings of record and submit 5 set(s) of reproducible drawings of record to Owner within 90 days from the completion of the construction contract.
6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
- a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
 - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Chastain & Associates, LLC (“Consultant”) for Calendar Year 2023 Professional Engineering Services, dated December __, 2022 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

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

B. Additional Services:

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

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

[List or state “none”]

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

_____ days following execution of this Task Order by Owner.

_____ days following issuance of Notice to Proceed by Owner.

_____, 2023.

5. **Completion Date:**

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

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

_____, 2023, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate completion dates:

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

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

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

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

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

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

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

6. **Submittal Schedule:**

Submittal: Due Date:

7. **Key Project Personnel:**

Names: Telephone:

8. **Contract Price:**

PREFERRED METHOD--BILLING RATE TASK ORDER

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

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

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

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

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

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

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

OTHER OPTIONS

LUMP SUM TASK ORDER

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

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

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

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

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

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

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

Operational \$

_____ \$

COST PLUS FIXED FEE TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

DIRECT COST TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

For providing, performing, and completing all Services, an amount equal to _____% of the Construction Cost of the Project.

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

9. **Payments:**

PREFERRED METHOD--BILLING RATE TASK ORDER

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

OTHER OPTIONS:

For use with Lump Sum Task Orders:

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and

resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall mean_____.

For use with Cost Plus Fixed Fee Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant and attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

For use with Direct Cost Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

For use with Percentage of Construction Cost Task Orders:

The Construction Cost of the Project for purpose of determining payment of the Contract Price to Consultant means the total cost to Owner, as estimated by Consultant or as bid by the Contractor engaged to perform the Project,

whichever is less, of all elements of the Project designed or specified by Consultant; provided, however that Construction Cost of the Project shall not include Consultant's compensation and expenses, cost of land, rights-of-way, or compensation for or damages to, properties, nor Owner's legal, accounting, insurance counseling, or auditing services, or interest and finance charges incurred in connection with the Project or other costs that are the responsibility of Owner pursuant to Section 1.8 of the Contract.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report	_____	%
Preliminary Design	_____	%
Final Design	_____	%
Bidding/Negotiation	_____	%
Construction	_____	%
Operational	_____	%
_____	_____	%

Prior to completion of construction and final payment to the construction contractor, the estimated Construction Cost of the Project shall be based upon the construction contract price at the time of the award.

Prior to award of a construction contract, the estimated Construction Cost of the Project shall be based upon the lesser of (i) the most recent Consultant's opinion of probable Construction Cost of the Project submitted to, and approved by, Owner or (ii) the lowest bona fide bid received from a responsive and responsible bidder for such work or, if the work is not bid, the lowest bona fide negotiated proposal for such work from a responsive or responsible person.

Prior to submission and approval of Consultant's opinion of probable Construction Cost of the Project in the Study and Report Phase, progress payments shall be based upon salaries and wages paid to all Consultant personnel engaged directly on the Project and actual expenses incurred by Consultant directly or indirectly in connection with the Project.

Upon completion and final acceptance of each phase of Services, Owner shall pay such additional amount, if any, or be entitled to credit against future progress payments such amount, if any, as may be necessary to bring the total compensation paid on account of such phase to the foregoing percentages of the total or estimated Construction Cost of the Project, as the case may be.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall mean_____.

10. **Modifications to Contract:**

[Describe Contract modifications or state “none”]

11. **Attachments:**

[List or state “none”]

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is_____, 2023

VILLAGE OF LAKE IN THE HILLS

By: Ray Bogdanowski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

CHASTAIN & ASSOCIATES LLC

Steve Frerichs
Senior Project Manager

Task Order No. ____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:

ATTACHMENT C

**Standard Charges for Professional Services
(For Billing Rate Task Orders Only)**

PRINCIPAL	\$210 /HR
SENIOR PROJECT MANAGER	\$205 /HR
PROJECT MANAGER II	\$175 /HR
PROJECT MANAGER I	\$160 /HR
PROJECT ENGINEER II	\$145 /HR
PROJECT ENGINEER I	\$125 /HR
ENGINEER	\$100 /HR
SENIOR TECHNICIAN	\$150 /HR
TECHNICIAN	\$85 /HR
JUNIOR FIELD PERSONNEL	\$85 /HR
ADMINISTRATIVE	\$75 /HR
<i>DIRECT COSTS – PROJECT CHARGEABLE</i>	
MILEAGE*	\$0.58 /MILE
DAILY VEHICLE CHARGE* (Survey or Construction vehicle)	\$65 /DAY

*Indicates Reimbursable Items



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Public Works
SUBJECT: Award a Contract for Water Conditioning Bulk Softener Salt

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract to Compass Minerals for the purchase and delivery of water conditioning bulk softener salt in 2023, in an amount not to exceed \$146,666.65.

Village staff released a Request for Proposal (RFP) for the purchase and delivery of water conditioning bulk softener salt for calendar year 2023 on October 25, 2022. The Village has three ion exchange water treatment facilities that require salt to remove barium from the water. The RFP invitation was sent to eight vendors, posted on the Village's website, and published in the *Northwest Herald*. Public Works received and opened three sealed responses on November 18, 2022. Compass Minerals was the lowest responsible bidder at \$146,666.65 (or \$132.73/ton), Midwest Salt was the second lowest bid at \$155,805.00 (or \$141.00/ton) and Morton Salt's sealed envelope contained a letter stating they declined to participate.

The Village has purchased this product from Compass Minerals before and has been satisfied with the product and the company. The RFP results, a recommendation letter, and the bid certification form are attached for your review.

FINANCIAL IMPACT

The 2023 Village Budget contains \$146,688.75 for the purchase and delivery of water conditioning bulk softener salt in the Water Fund. The \$146,666.65 bid from Compass Minerals is \$22.10 under the budget.

ATTACHMENTS

1. RFP Results
2. Recommendation Letter
3. Bid Certification Form

RECOMMENDED MOTION

Motion to award a contract to Compass Minerals for the purchase and delivery of water conditioning bulk softener salt in 2023, in an amount not to exceed \$146,666.65.

LAKE IN THE HILLS PUBLIC WORKS DEPARTMENT

MEMORANDUM

To: Ryan McDillon, Public Works Director
From: Kevin Rivera, Water Superintendent
Date: November 18, 2022
Subject: 2023 Water Conditioning Bulk Softener Salt Contract Bid Results

The Public Works Department received and opened three (3) Request for Proposal (RFP) submittals at 10:00 a.m. on Friday, November 18, 2022 for the 2023 Water Conditioning Bulk Softener Salt Contract. Rachel Hutchinson represented Midwest Salt at the meeting. Those present from the Village of Lake in the Hills were Peter D’Agostino – Administrative Services Manager, Kevin Rivera – Water Superintendent and Sunni Butler – Administrative Specialist I, acting as recorder. Peter D’Agostino read the RFP bid amounts aloud accordingly:

COMPANY	BID
Compass Minerals America Inc. 9900 W 109 th Street, Suite 100 Overland Park, Kansas 66210	\$132.73/ton \$146,666.65 extension
Morton Salt 444 West Lake Street, Suite 3000 Chicago, Illinois 60606	No Bid
Midwest Salt LLC 1300 West Washington Street West Chicago, Illinois 60185	\$141.00/ton \$155,805.00 extension

The RFP opening concluded at 10:07 a.m. Village staff will review all RFP submittals and plan to make a recommendation to the Village Board of Trustees at an upcoming Committee of the Whole Meeting.

Lake in the Hills Public Works Department

MEMORANDUM

To: Ryan McDillon, Director of Public Works
From: Kevin Rivera, Water Superintendent
Date: November 18, 2022
Subject: Recommendation to Purchase Water Conditioning Bulk Softener Salt from Compass Minerals in 2023

I recommend awarding a firm price contract to Compass Minerals for the purchase of water conditioning bulk softener salt and a P.O. in the amount of \$146,666.65 for 2023.

A request for proposal invitation was emailed to eight prospective bidders. The RFP was posted to the Village website, and advertised in the local paper. On November 18, 2022, sealed bids were opened to purchase softener salt at a firm price by contract from January 1, 2023 through December 31, 2023. Compass Minerals was the low bid at \$132.73 per ton. Bids were also received from Midwest Salt at \$141.00 per ton. Morton Salt submitted a letter that indicated that they were unable to provide pricing at this time. The Village has purchased this product from Compass before and has been satisfied with the product and the company.

With Compass Mineral's bid coming in at \$132.73/ton (or \$146,666.65), that is a savings of \$22.10 in Water Conditioning Bulk Softener Salt for fiscal year 2023.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM
2023 Water Conditioning Bulk Softener Salt

CONTRACTOR'S NAME: Compass Minerals America Inc.
ADDRESS: 9900 W. 109th St. Suite 100
Overland Park, KS 66210

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

Product	Estimated Quantity (Tons)	Price Per Ton	Extension
Water Conditioning Bulk Softener Salt (per the RFP specifications)	1,105	\$ 132.73	\$ 146,664.65

[Include a price per ton as well as an extension price. The extension price is the price per ton multiplied by 1,105]

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a

contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

3. DELIVERY REQUIREMENTS:

The undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said 2023 Water Conditioning Bulk Softener Salt, [he/she] will completely perform the contract in strict accordance with its terms and conditions from January 1, 2023 until December 31, 2023.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said 2023 Water Conditioning Bulk Softener Salt, in accordance with the following specifications and drawings (if required) as attached.

6. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.

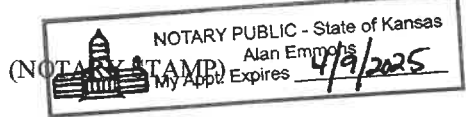
Dated at 2:00 PM this 7th day of November, 2022

By: Bruce Jardon
(signature)

Its: National Sales Manager - Industrial
Title

Bruce Jardon, being duly sworn, deposes and states that he/she is the National Sales Manager - Industrial of Compass Minerals America Inc. and that the statement above is

true and correct. Subscribed and sworn before me this 7th day of November, 2022



Alan Emmons
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20__

By: _____
(signature)

Title: _____



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022

DEPARTMENT: Public Works

SUBJECT: Award a Contract for Gas Chlorine in 2023

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract to Hawkins Inc. for the purchase and delivery of gas chlorine in 2023, in an amount not-to-exceed \$78,144.00.

The Village has eight water treatment facilities that require gas chlorine to remove iron and manganese from the water and supply mandated disinfection within the distribution system. In previous years, the Village has paid between \$45.00 and \$50.00 per cylinder for gas chlorine. However, chlorine costs began increasing nationwide after a surge of residential pool installations during the COVID-19 pandemic increased demand and a fire at one of the nation's primary chemical plants in August of 2020 decreased supply. Currently, the Village is locked into a price of \$171.00 per cylinder through the end of this year and with costs continuing to increase, staff budgeted \$250.00 per cylinder in the 2023 Village budget.

On October 26th, staff issued a Request for Proposal (RFP) for the purchase and delivery of gas chlorine in 2023. The RFP was posted to the Village's website, six chemical vendors were directly notified of this RFP opportunity and a public notice was published in the *Northwest Herald*. On November 17, 2022, Public Works received and opened one proposal from Hawkins Inc. at \$222.00 per cylinder or \$78,144.00 for the year. Staff believe that the Village only received one bid because of the volatility of the current chlorine market. The Village has purchased this product from Hawkins Inc. before and has been satisfied with the product and the company. The RFP results and recommendation letter are attached for your review.

FINANCIAL IMPACT

The 2023 Village Budget includes \$88,000.00 for the purchase and delivery of gas chlorine in the Water Fund. The \$78,144.00 bid from Hawkins Inc. is \$9,856.00 under the budgeted amount of \$88,000.00.

ATTACHMENTS

1. RFP Results
2. Recommendation Letter
3. Bid Certification Form

RECOMMENDED MOTION

Motion to award a contract to Hawkins Inc. for the purchase and delivery of gas chlorine in 2023, in an amount not-to-exceed \$78,144.00.

Lake in the Hills Public Works Department

MEMORANDUM

To: Ryan McDillon, Public Works Director
From: Kevin Rivera, Water Superintendent
Date: November 17, 2022
Subject: 2023 Gas Chlorine Contract

The Public Works Department received and opened one Request for Proposal (RFP) submittal at 10:00 a.m. today for the 2023 Gas Chlorine Contract. No vendors were in attendance. Those present from the Village Of Lake In The Hills were Peter D'Agostino – Administrative Services Manager, Kevin Rivera – Water Superintendent and Suzy Egan-Wille - Office Assistant. Peter D'Agostino read the RFP bid amount:

COMPANY	BID
Hawkins Inc. Roseville, Minnesota	\$222.00 per cylinder \$78,144.00 extension

The RFP opening concluded at 10:08 a.m. Village staff will review the RFP submittal and plan to make a recommendation to the Village Board at an upcoming Village Board Meeting.

Lake in the Hills Public Works Department

MEMORANDUM

To: Ryan McDillon, Public Works Director
From: Kevin Rivera, Water Superintendent
Date: November 17, 2022
Subject: Recommendation to Purchase Gas Chlorine from Hawkins Inc.

An RFP for the purchase and delivery of gas chlorine was generated and six separate vendors were notified of the RFP opportunity: Alexander Chemical (unresponsive), Hydrite Chemical (unresponsive), Viking Chemical (unresponsive), Carus Corporation (unresponsive), Martelle Water Treatment (unresponsive) and Hawkins Inc. Hawkins was the only vendor that provided an RFP submittal.

The volatility of the chemical market is creating fluctuations that make yearlong contracts difficult to obtain. Representatives from five of the six vendors refused to bid based on this fact.

With this knowledge, I recommend a P.O in the amount of \$78,144.00 be awarded to Hawkins Inc, as they were the only vendor willing to supply a contracted price from January through December of 2023.

APPENDIX 4

**VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM
2023 Gas Chlorine Contract**

CONTRACTOR'S NAME: Hawkins Inc.
ADDRESS: 2381 Rosegate
Roseville MN 55113

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

Product	Estimated Quantity (cylinders)	Price Per cylinder	Extension
Gas Chlorine	352	\$ 222.00	\$ 78,144.00

[Include a price per cylinder as well as an extension price. The extension price is the price per cylinder multiplied by 352]

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute

is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

3. DELIVERY REQUIREMENTS:

The undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said 2023 Gas Chlorine Contract, [he/she] will completely perform the contract in strict accordance with its terms and conditions from January 1, 2023 until December 31, 2023.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said 2023 Gas Chlorine, in accordance with the following specifications and drawings (if required) as attached.

6. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.

Dated at Roseville MN this 16th day of November, 2022

By: [Signature]
(signature)

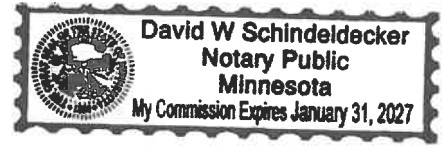
Its: Vice President - Water Treatment Group
Title

Douglas Lange, being duly sworn, deposes and states that he/she is the Vice President of Hawkins Inc. and that the statement above is

true and correct. Subscribed and sworn before me this 16th day of November, 2022

(NOTARY STAMP) [Signature]
Notary Public

VILLAGE OF LAKE IN THE HILLS
Accepted this _____ day of _____, 20__



By: _____
(signature)
Title: _____



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022

DEPARTMENT: Public Works

SUBJECT: Award a Contract for the Purchase of Bulk Rock Salt for Village Roadway Snow and Ice Control

EXECUTIVE SUMMARY

Staff requests authority to purchase up to 1,800 tons of rock salt in 2023 through the Central Management Services contract, for a total cost not to exceed \$150,534.00.

The Village purchases rock salt for snow and ice operations each year through the State of Illinois joint purchasing program, a competitively bid road salt program coordinated by the Illinois Department of Central Management Services (CMS). The Village's participation in this program is exempt from the normal bidding process as stated in Section 9.13 of the Village Municipal Code.

Part of the process allows the requesting agency to purchase as little as eighty percent (80%) up to one-hundred twenty percent (120%) of the initial request. For Lake in the Hills, that corresponds to a range of one thousand four hundred forty (1,440) tons to two thousand one hundred sixty (2,160) tons on a base request of one thousand eight hundred (1,800) tons.

CMS rebid its road salt joint bid this year and the Village's price for the upcoming 2022/2023 season is \$83.63/ton. Road salt, like fuel and other commodities this past year, is currently much higher in price than in years past; the Village's current price of \$83.63/ton is about ~32% higher than the former price of \$63.27/ton.

FINANCIAL IMPACT

The proposed FY23 Village Budget includes \$153,000.00 for the purchase of road salt in the General Fund. The total expense for 2023 is \$150,534.00 at a base quantity of 1,800 tons.

ATTACHMENTS

1. Central Management Services Contract
2. Central Management Services Pricing

RECOMMENDED MOTION

Motion to approve the purchase of up to 1,800 tons of rock salt in 2023 through the Central Management Services contract, for a total cost not to exceed \$150,534.00.

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY23
22-416CMS-BOSS4-P-43046

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY23
22-416CMS-BOSS4-P-43046

VENDOR

Vendor Name: Compass Minerals America Inc.	Address (City/State/Zip): 9900 W. 109 th St., Overland Park, KS 66210
Signature: _____	Phone: 800-323-1641
Printed Name: Jamie Standen	Fax: 913-338-7945
Title: Chief Commercial Officer	Email: highwaygroup@compassminerals.com
Date: July 18, 2022	Orders: highwayorders@compassminerals.com

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature: _____	Date: 10/28/22
Printed Name: Anthony Pascente by Krysti Rinaldi	
Official's Title: Acting Director by Assistant Deputy Director	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 22-416CMS-BOSS4-R-128177
- Project Title: JPMC Rock Salt bulk, FY23
- Contract #: 22-416CMS-BOSS4-P-43046
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-29847
- BidBuy Publication Date: 06/14/2022
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. **GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt to be purchased on an as-needed basis during the contract period in the identified districts.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide rock salt based on quantity ordered and within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

- 1.2.2.1. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

- 1.2.2.2. Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

- 1.2.3. **Quantity Commitments:** All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

- 1.2.3.1. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

- 1.2.3.2. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

- 1.2.2.3 Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
- 1.2.2.4 Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
- 1.2.2.5 Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- 1.2.4.1 Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on

the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

1.2.4.2 Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
B = Net weight shown on the delivery ticket from IWC1
C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

1.2.4.3 Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

1.2.5.1 Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate

shipment upon receipt of order from an authorized participating agency representative.

All other governmental units will use their own purchase order system.

- 1.2.5.2 **Order Quantities:** Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- 1.2.5.3 **Initial Orders:** The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.5.4 **Seasonal Orders:** Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.5.5 **Order Timeline:** For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.
- 1.2.5.6 **Order Guidelines:** An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.5.7 **Peak Season Orders:** After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines,

thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.

1.2.5.8 Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The District are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

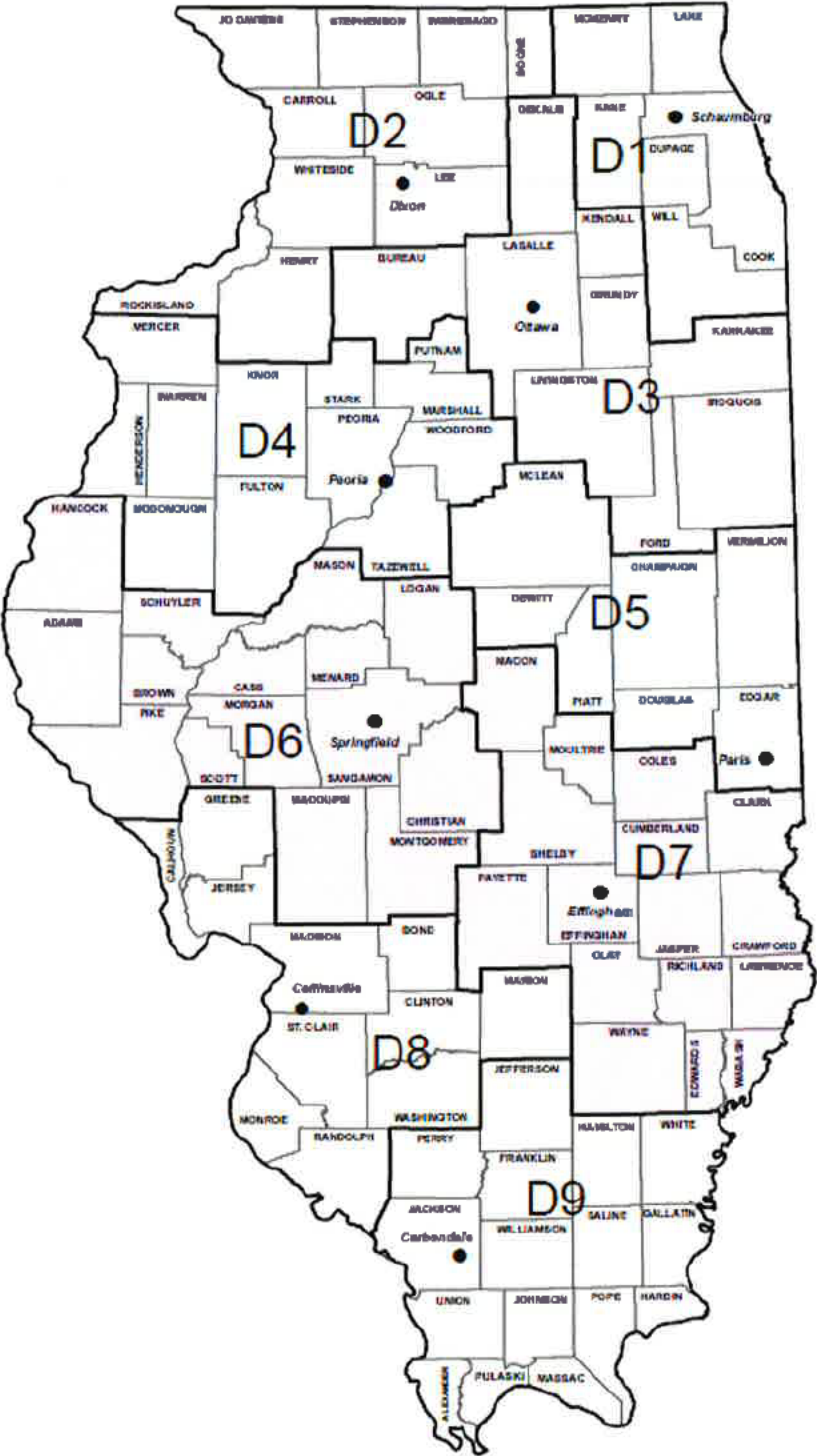
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.7. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units and Not-for-Profit Agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity.

The report will be sent to the following email address:
CMS.BOSS.Sourcing@illinois.gov.

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXX

1.3.2. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.

1.3.3. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

1.4.1.1 The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

1.4.1.2 The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

1.4.1.3 The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

1.4.2.1 Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

1.4.2.2 STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

- a. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
- b. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

1.4.2.3 STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.2.4 VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

1.4.4 . Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.

- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see attached list.

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

- Subcontractor Name: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.6.4. If the annual value of any of the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.
Value of services performed at this location: Please see attached list.
- Location where services will be performed: Click here to enter text
Value of services performed at this location: Click here to enter text

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted by entering the cost per unit of measure on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2023.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

- 3.2 RENEWAL: N/A**

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 **Minority Contractor Initiative:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or

completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received

in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount

required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

Required Federal Clauses, Certifications and Assurances

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

Other (describe)

5.10. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of

Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

2021-22 <https://www.illinois.gov/government/executive-orders/executive-order.executive-order-number-22.2021.html>

2021-23 <https://www.illinois.gov/government/executive-orders/executive-order.executive-order-number-23.2021.html>

Service Depot	Depot Spend	Freight & Fuel Spend	Vendor Addresses	Forms
Chicago, IL				
Calumet Transload	\$2,225,000		10730 Burley Avenue, Chicago, IL 60617	Form B
5 Star Hauling		\$625,000	14210 Kenton Ave., Crestwood, IL 60418	Form B
Garus Trucking		\$225,000	7264 W 21st Ave., Gary IN 46406	Form A
Sunset		\$275,000	1320 S Virginia, Crystal Lake, IL 60014	Form B
Truck King Hauling Contractors, Inc.		\$1,350,000	4600 W 48th St, Chicago. IL 60632	Form B
Keokuk, IA				
Roquette American Services Inc.	\$125,000		2301 Twin Rivers Road, Keokuk, IA 52632	Form A
97 Grain and Trucking- dba Midwest Express		\$58,000	10060 E 350 Macomb, IL 61455	Form B
George Potterfield Trucking		\$15,000	207 County Line Road, Monroe City, MO 63456	Form B
Commanche, IA				
ADM	\$275,000		1419 N Washington Blvd, Comanche, IA 52730	Form A
ADM- Transport		\$400,000	4666 Faries Parkway Decatur, IL 62526	Form A
Louisiana, MO				
Wayne B Smith	\$165,500		10415 Hwy 79, Louisiana, MO 63353	Form B
George Potterfield Trucking		\$385,000	207 County Line Road, Monroe City, MO 63456	Form B
Meredosia, IL				
Meredosia Terminal	\$175,000		Route 104 West of Bridge, Meredosia, IL 62665	Form B
SMS		\$325,000	520 N Webster, Jacksonville, IL 62650	Form B
Metropolis, IL				
Waterway Ag.	\$95,000	\$183,000	208 Yasada Street, Metropolis, IL 62960	Form A
Milwaukee, WI				
Compass Minerals	\$425,000		2001 S Lincoln Memorial, Milwaukee, WI 53207	Compass Form B
CLK Systems Inc		\$325,000	39882 N Mauser Dr Wadsworth, IL 60083	Form B
PJ's Trucking		\$104,000	W125S9861 N Cape Road, Muskego, WI 53150	Form B
Portland		\$375,000	98 E Shore Drive, Random Lake, WI 53075	Form B
Tonyan Bros.		\$260,000	5101 N Richmond Rd., Ringwood, IL 60072	Form A
Zizzo's		\$260,000	3000 Sheridan Rd., Kenosha, WI 53140	Form B
Mt. Vernon, IN				
Mulzer Crushed Stone	\$65,000		10700 Hwy 69 S, Mt. Vernon, IN 47620	Form B
Mulzer Crushed Stone		\$86,000	10700 Hwy 69 S, Mt. Vernon, IN 47620	Form B
Peoria, IL - J&L				
J&L Dock	\$425,000		92 South St., Peoria, IL 61602	Form A
Heinz Bros. Trucking		\$565,000	538 W Knoxville St, Brimfield, IL 61517	Form A
St. Louis, MO (Beelman)				
Beelman Terminal	\$515,000		210 Bremen Ave., Venice, IL 62090	Form B
Beelman Logistics		\$615,000	#1 Racehorse Drive, E. St. Louis, MO 62205	Form B
St. Louis, MO (Oakley)				
Bruce Oakley	\$15,000		1 Angelica St. St. Louis, Mo 63353	Form B
George Potterfield Trucking		\$16,500	207 County Line Road, Monroe City, MO 63456	Form B
Dubuque, Ia				
Peavey Co, Gavilon Grain	\$35,000		505 East 7th St, Dubuque, IA 52001	Less than \$50K - Form B
All Seasons Trucking		\$42,000	7750 Windy Ridge Dubuque, IA 52003	Less than \$50K - Form A
Rock Island, Il				
Alter- Rock Island River Terminal	\$315,000		7th Ave MIJ Street Rock Island, IL 61201	Form A
Overland Systems		\$415,000	13631 110th Ave Davenport, IA 52804	Form A
Henry - Middle River Marine				
Henry - Middle River Marine	\$295,000		1440 County Road 1500 E, Henry, IL 61537	Form A
Ozinga Transportation, Inc.		\$525,000	1440 County Road 1500 E, Henry, IL 61537	Form A
Lemont - Middle River Marine				
Lemont - Middle River Marine	\$325,000		11400 Old Lemont Road, Lemont, IL 60439	Form A
Ozinga Transportation, Inc.		\$425,000	11400 Old Lemont Road, Lemont, IL 60439	Form A
Ottawa - Ottawa Barge Terminal				
Harmon Farms Trucking		\$100,000	3880 E 11th Road, Utica, IL 61373	Form B
Ottawa - Ottawa Barge Terminal	\$262,000		1365 N 2803 RD OTTAWA, IL 61350	Form A
Wiesbrock Trucking		\$240,000	1748 E. 950th Road (PO Box 197) Leonore, IL 61335	Form A

*All \$'s are subject to change based on contract award

UnitName	County	District #	FY23 Bid To	FY23 Bid Price/To	FY23 Vendor	FY23 PO
Knox Road District	Knox	4	500	\$106.87	Compass	P-43046
La Grange Park District	Cook	1	22	\$78.70	Compass	P-43046
Ladd , Village of	Bureau	3	200	\$102.99	Compass	P-43046
Lafayette Township Road Dist.	Coles	7	100	\$120.41	Compass	P-43046
Lake Bluff, Village of	Lake	1	400	\$78.46	Compass	P-43046
Lake County Tech Campus	Lake	1	25	\$78.46	Compass	P-43046
Lake County, College of	Lake	1	300	\$78.46	Compass	P-43046
Lake in the Hills, Village of	McHenry	1	1800	\$83.63	Compass	P-43046
Lake Park High School East Campus	DuPage	1	44	\$81.51	Compass	P-43046
Lake Park High School West Campus	DuPage	1	44	\$81.51	Compass	P-43046
Lake Zurich, Village of	Lake	1	2000	\$80.57	Compass	P-43046
LaSalle County Hwy. Dept.	LaSalle	3	2500	\$87.89	Compass	P-43046
LaSalle Township Road Dist.	LaSalle	3	88	\$87.89	Compass	P-43046
Lawrenceville, City of	Lawrence	7	50	\$109.01	Compass	P-43046
Lee County Hwy. Dept -Amboy	Lee	2	2000	\$92.46	Compass	P-43046
Lee County Hwy. Dept -Dixon	Lee	2	500	\$108.67	Compass	P-43046
Leroy Township	Boone	2	100	\$91.59	Compass	P-43046
Leroy, City of	McLean	5	250	\$87.45	Compass	P-43046
Lexington, City of	McLean	5	50	\$107.17	Compass	P-43046



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Public Works
SUBJECT: Approval to Purchase Fuel in 2023

EXECUTIVE SUMMARY

Staff seeks Board approval for the purchase of gasoline and diesel fuel from Avalon Petroleum from January 1, 2023 until April 11, 2023, in an amount not-to-exceed \$95,000.00.

On February 8, 2018, the Village Board awarded Avalon Petroleum a five-year contract, from April 8, 2018 to April 11, 2023, for the purchase of gasoline and diesel fuel for the Village's fleet. Avalon Petroleum has been providing fuel to the Village since 2018 and their service has been acceptable. As such, staff recommends approval of a motion allowing the Village to spend \$95,000.00 with Avalon Petroleum from January 1, 2023 until April 11, 2023, for the purchase of gasoline and diesel fuel under the previously approved five-year fuel contract. Staff will return to the Board prior to April 11th with a request to enter into a new contract for the purchase of gasoline and diesel fuel.

FINANCIAL IMPACT

The Fiscal Year 2023 Village Budget includes \$336,727.16 in the General Fund for the purchase of gasoline and diesel fuel for the Village's fleet. Approval to purchase gasoline and diesel fuel from January 1, 2023 until April 11, 2023, in an amount not-to-exceed \$95,000.00, will ensure that the Village's fleet has sufficient spending authority during this timeframe.

ATTACHMENTS

1. Recommendation Memo

RECOMMENDED MOTION

Motion to approve the purchase of gasoline and diesel fuel from Avalon Petroleum from January 1, 2023 until April 11, 2023, in an amount not-to-exceed \$95,000.00.

Lake in the Hills Public Works Department

MEMORANDUM

To: Ryan McDillon, Public Works Director
From: Guy Fehrman, Superintendent of Streets
Date: November 29, 2022
Subject: Recommendation to approve spending authority in 2023 with Avalon Petroleum for the purchase of gasoline and diesel fuel for the Village's fleet under the existing five-year fuel purchase contract

On February 8, 2018, the Village Board awarded Avalon Petroleum a five-year fuel contract expiring in April of 2023. The Village has been pleased with the fuel services Avalon Petroleum has provided since their original contract began in 2018. Included in the 2023 General Fund is a fuel purchase estimate of \$336,727.16 and I recommend approving spending authority with Avalon Petroleum for a portion of that amount, from January 1 until April 11, 2023, in the amount of \$95,000. My intention is return to the Board prior to April 11th with a request to enter into a new contract for the purchase of gasoline and diesel fuel.



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022

DEPARTMENT: Public Works

SUBJECT: Waive the competitive bidding process for the purchase of ThermaPoint R liquid de-icer for snow and ice control

EXECUTIVE SUMMARY

Staff seeks Board approval to waive the competitive bidding process and approve the purchase of up to \$33,900.00 of ThermaPoint R from Industrial Systems of Lakemoor, IL, for fiscal year 2023.

Public Works has used ThermaPoint R liquid deicer ("ThermaPoint") for the past several years during snow and ice control operations. Used as a pre-wetting product applied to salt at the back of the truck, the solution enhances the performance of rock salt. This allows staff to use less rock salt during weather events thereby reducing the amount of chlorides that make their way into local waterways.

ThermaPoint is a proprietary product only manufactured by Industrial Systems of Lakemoor, IL. While Lake in the Hills could use other liquid products for snow and ice control, ThermaPoint has proven very effective and environmentally friendly. Industrial Systems tried to hold the 2022 price of \$1.12/gallon paid for their ThermaPoint product but had to raise it just one cent for 2023. The current price represents an increase of \$300 for the coming year.

As such, staff requests Board approval to waive the competitive bidding process and approve the purchase of up to 30,000 gallons of ThermaPoint R from Industrial Systems of Lakemoor, IL, for fiscal year 2023 for a total cost of \$33,900.

FINANCIAL IMPACT

The Village's 2023 General Fund Budget includes \$36,000.00 for the purchase of Therma Point R liquid. The total expense for 2023 is \$33,900.00.

ATTACHMENTS

1. Industrial Systems Quote

RECOMMENDED MOTION

Motion to waive the competitive bidding process and approve the purchase up to \$33,900.00 of ThermaPoint R from Industrial Systems of Lakemoor, IL, for fiscal year 2023.

Industrial Systems Ltd.
 112 West Route 120
 Lakemoor, IL 60051
 Tel: 815-344-5566 • Fax: 815-344-5588

ISL Quote

**VILLAGE OF LAKE IN THE HILLS
 PUBLIC WORKS DEPARTMENT
 ATTN: Guy
 9010 HALIGUS ROAD
 LAKE IN THE HILLS, IL 60102-3315**
 P: 847/960-7500 / Lfehrman@lith.org

Date:
September 9, 2022

Reference:
Liquid De-icer / Anti-icer

LOCAL Manufactured, stored and distributed in Chicagoland **LOCAL**

Submitted By	FOB	Delivery	Terms
Steve Adler		Included	Net 30 days from delivery

Quantity	Product Description	Price
4,500 gl	Thermapoint R- Road Ready <u>no mixing</u> , For pre-wetting & anti-icing Use at 8-12 gls/ton. (-40°F)	\$1.13/gal
4,500 gl	InfernalMelt R- <u>No mixing !</u> pre-wetting, anti-icing & de-icing (-41°F) Cleaner more refined functional equivalent to ThermaPoint R	\$1.09/gal

We have dry blends of sub zero capable 4 chloride sidewalk salt in 50# bags
 Professional Ice Melter by Spring Valley (-16°F)

Non Chloride dry & liquid snow/ ice meters, UREA, SODIUM FORMATE, **INFERNAL MELT NC**

Member APWA

Note Fuel surcharge may apply
Important Prices in effect at time of delivery and subject to availability, unless such time is extended in writing. Quantities shown above are not guaranteed.

 Steve Adler



REQUEST FOR BOARD ACTION

MEETING DATE: December 8, 2022

DEPARTMENT: Public Works

SUBJECT: Ordinance Amending Chapter 45 of the Village Municipal Code, Potable Water

EXECUTIVE SUMMARY

Staff requests Board approval of an Ordinance amending Chapter 45 of the Village Municipal Code to increase the potable water fees by one-percent. The Village last increased its rate for potable water in 2021.

The Public Works Department proposes a change to the Municipal Code, Chapter 45, Potable Water. The change is a one percent consumption fee increase. This is necessary to cover increases in costs to produce and maintain the water supply system. Public Works performed a comparison rate study with 13 neighboring municipalities. The results of that study are attached for your consideration.

The one-percent increase would increase the average quarterly homeowners bill from about \$118.00 to about \$119.00, based on a consumption of 7,000 gallons per month.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Water Fee Survey
2. Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance amending Chapter 45 of the Village Municipal Code to increase the potable water fees by one-percent.

2022 Water Rate Study
Based on In-House Surveys

	Municipality	Additional Monthly Fee Description	Unit Charge Per 1,000 Gallons	Average Monthly Bill*
1	Village of Huntley	\$.38 backflow and \$2.25 CIP monthly fee	\$3.85	\$29.58
2	City of Woodstock	No base fee for over 6,725/gals per month	\$4.33	\$30.31
3	City of McHenry	Base Charge (O&M and Capital)	\$3.82	\$30.74
4	City of Marengo	Quarterly water debt fee of \$28.42	\$3.28	\$32.43
5	Village of Cary	Meter fee (all sizes)	\$5.12	\$38.97
6	Village of Lake in the Hills	No Additional Monthly Fees	\$5.69	\$39.80
7	Village of Carpentersville	Availability Fee (1" meter)	\$5.54	\$42.60
8	Village of West Dundee	Meter size (1"), Distribution and Capital Improv. fees	\$4.41	\$43.50
9	City of Crystal Lake	User Fee	\$5.31	\$44.97
10	Village of Lakewood	Base Charge	\$3.35	\$45.18
11	Village of Fox River Grove	Base Charge of \$30.82/cycle	\$4.52	\$47.05
12	Village of Barrington	Meter fee 1"	\$4.86	\$49.15
13	Village of Algonquin	Infrastructure Fee	\$7.30	\$56.10
14	Village of East Dundee	Meter fee 1"	\$8.57	\$66.32

*Average monthly bill is based on a consumption of 7,000 gallons per month

Lake in the Hills - 8th in 2018, 7th in 2019 & 2020, 6th in 2021 & 2022

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Amending Chapter 45, Section 45.31, "Fees",
of the Lake in the Hills Municipal Code**

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 regulate for the protection of the public health, safety, morals and welfare, 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 Section 45.31 "Fees" of Chapter 45 of the Lake in the Hills Municipal Code shall be amended to read as follows:

45.31 **FEES**

The following fees and charges, in addition to and supplementing those previously described herein, be and are hereby established for use and services of the Department facilities:

A. QUARTERLY BILLING PERIODS: For any usage up to 800 cubic feet per quarterly billing period the charge shall not be less than ~~\$46.55~~ \$47.02. Any usage over 800 cubic feet per quarterly billing period shall be charged at a rate of ~~\$3.63~~ \$3.67 per 100 cubic feet.

B. MONTHLY BILLING PERIODS: For any usage up to 267 cubic feet per monthly billing period, the charge shall be not less than ~~\$15.51~~ \$15.67. Any usage over 267 cubic feet per monthly billing period shall be charged at a rate of ~~\$3.63~~ \$3.67 per 100 cubic feet.

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 of 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 immediately from and after its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided bylaw.

Passed this 8th day of December 2022 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 8TH DAY OF DECEMBER 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Public Works
SUBJECT: Approval to Purchase Aviation Fuel in 2023

EXECUTIVE SUMMARY

Staff seeks Board approval for the purchase of aviation fuel from Arrow Energy of Saline from January 1, 2023 until April 7, 2023, in an amount not-to-exceed \$175,000.00.

On March 14, 2019, the Village Board awarded Arrow Energy of Saline, Michigan, a three-year contract, from April 8, 2019 to April 7, 2022, for the purchase of aviation fuel for resale. In March of 2022, the Board approved the first of two one-year contract extensions, extending the current contract until April 7, 2023. Arrow Energy has been providing fuel to the airport since 2014 and their service has been acceptable. As such, staff recommends approval of a motion allowing the Village to spend \$175,000.00 with Arrow Energy from January 1, 2023 until April 7, 2023, for the purchase of aviation fuel under the previously approved contract extension. Staff will return to the Board prior to April 7th with a request to either enter into a new contract for the purchase of aviation fuel or a request approval of the second and final one-year contract extension with Arrow Energy.

FINANCIAL IMPACT

The Fiscal Year 2023 Village Budget includes \$500,534.49 in the Airport Fund for the purchase of aviation fuel for resale. Approval to purchase aviation fuel from January 1, 2023 until April 7, 2023, in an amount not-to-exceed \$175,000.00, will ensure that the Airport has sufficient spending authority during this timeframe.

ATTACHMENT

1. Recommendation Memo

RECOMMENDED MOTION

Motion to approve the purchase of aviation fuel from Arrow Energy from January 1, 2023 until April 7, 2023, in an amount not-to-exceed \$175,000.00.

Lake in the Hills Public Works Department

MEMORANDUM

To: Ryan McDillon, Public Works Director
From: Mike Peranich, Airport Manager
Date: November 22, 2022
Subject: Recommendation to approve spending authority in 2023 with Arrow Energy for the purchase of aviation fuel for resale under the existing contract

On March 14, 2019, the Village Board awarded Arrow Energy a three-year fuel contract expiring in April of 2022. In March of 2022, the Village Board approved a one-year contract extension with Arrow Energy. Included in the 2023 Village Budget Airport Fund are fuel purchase funds in the amount of \$500,534.49 and I recommend approving spending authority with Arrow Energy for a portion of that amount, from January 1 until April 7, 2023, in the amount of \$175,000. My intention is to request a final contract extension with Arrow Energy for the period after April 7th of 2023.



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Public Works
SUBJECT: Ordinance Amending Chapter 53 of the Municipal Code, Airport Minimum Standards

EXECUTIVE SUMMARY

Staff recommends Board approval of an ordinance amending Chapter 53 Lake in the Hills Airport Minimum Standards of the Municipal Code.

Changes to the Lake in the Hills Airport Minimum Standards document are proposed for the 2023 fiscal year. A 2% increase, is contemplated. This increase would apply to the monthly and yearly fees for businesses to operate on the airfield. The last change to the Minimum Standards was in 2017 when the Village expanded the capacity of a business to provide flight instruction and increased the fees.

The minimum standards document applies only to established businesses on the airfield. They dictate an operating standard that the Village expects the business to abide by and provide the airport with a small revenue stream.

FINANCIAL IMPACT

A 2% increase would result in an additional \$590.76 of revenue per year to the Airport fund.

ATTACHMENTS

1. Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an ordinance amending Chapter 53, Lake in the Hills Airport Minimum Standards of the Municipal Code.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022-__

**An Ordinance Amending Chapter 53, Lake in the Hills Minimum Standards,
of the Lake in the Hills Municipal Code**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois (the “Village”), is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions to regulate for the protection of the public health, safety, morals and welfare, 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 Chapter 53, Appendix A, Commercial Activity Fee Schedule, of the Lake in the Hills Municipal Code shall be amended to read as follows:

**APPENDIX A
COMMERCIAL ACTIVITY FEE SCHEDULE**

Persons desiring to conduct one or more of the Activities set forth below shall pay the listed fees for each activity category to be engaged in:

<u>Category</u>	<u>Monthly Fee (unless noted)</u>
Aircraft Charter / Air Taxi Service	\$100.42 \$102.43 per aircraft per month
Flight Instruction / Aircraft Rental / Clubs	\$51.83 \$52.87 per aircraft per Flying month
Flight Instructors	\$95.03 \$96.93 per year
Aircraft Maintenance	\$124.17 \$126.65 per airframe, powerplant, or avionics and instrument repair mechanic (first two) PLUS \$32.40 \$33.05 for each additional mechanic per month
Aircraft Sales	\$305.58 \$311.69 per year
Aircraft Storage	\$18.36 \$18.73 per aircraft per month for all aircraft not owned by the hangar owner
Assistance to Home-Built Aircraft Owners	\$30.56 \$31.17 per aircraft per month

Hot Air Balloon Operators

0-15 operations per year: ~~\$152.79~~ \$155.85
16-30 operations per year: ~~\$400.00~~ \$408.00
31+ operations per year: ~~\$150~~ \$153.00
for every each group of 10 operations
above 30 operations

Mechanic for Assistance to Home-Built
Aircraft Owners

~~\$95.03~~ \$96.93 per year (If the mechanic
is included as a mechanic within another
commercial activity at this airport, then no
fee is required.)

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 8th day of December 2022 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published: _____



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022

DEPARTMENT: Public Works

SUBJECT: Ordinance Amending the Village's Airport Facility Lease Fees, Land Lease Fees and Private Hanger Electrical Service Fees

EXECUTIVE SUMMARY

Staff recommends Board approval of an ordinance amending the Village's airport facility lease fees, land lease fees and private hanger electrical service fees.

Current facility and land lease agreements between the Village and airport tenants state that the Village may increase fees on an annual basis based on the following; the current year's rent multiplied by the Consumer Price Index (CPI) percent increase for the Chicago metropolitan area from August of the prior year to August of the current year, up to a 10-percent maximum increase. The last time the Village raised rental rates was 2021 and the rate increase was 2% percent.

The CPI annual increase for August 2022 was 8.8 percent, but staff recommends holding the increase to approximately five-percent, as doing so would keep the Village in line with fees charged by neighboring public-use airports, as shown on Attachment 2 - Airport Fee Comparison Tables. Airport owned T-hangars will increase from \$0.28/ft to \$0.30/ft. The Village's rate for ground leases is currently \$0.1267 per square foot, but will be increased to \$0.1330 with the recommended change. This rate is lower than the T-hangar rate because the vast majority of hangars are not owned by the Village and thus require no maintenance.

Airport tenants also pay the Village a monthly private hanger electrical service fee. The intent of this fee is to reimburse the Village for electricity used by private hangars. Determination of each fee is based on the size of the circuit breaker in each hangar as well as electricity invoices from the previous year (September to September). Staff separates electrical service costs for public uses such as airfield lighting, navigational aides, the fuel tanks, and the airport office from private hangar use as the private hanger electrical service fee does not reimburse these costs. In 2022, electrical delivery costs increased slightly from the previous year. As such, staff recommends increases to the 2023 private hanger electrical service fees.

Lastly, in the absence of adequate parking space for larger transient aircraft, staff recommends adding a daily ramp fee for large aircraft. In 2016, when the airport completed its parallel taxiway project, the existing transient ramp was in the way of the new taxiway and had to be substantially removed. Since then, there has been no adequate ramp space for large twin-engine aircraft. With space at a premium, the recommended daily ramp fee for this category of larger aircraft would help to offset staff time spent finding parking positions and guiding aircraft. The fee would be set at \$50/day and would be charged

for larger aircraft that aren't capable of fitting into the airport's existing transient parking spots during business hours.

FINANCIAL IMPACT

Staff estimates that the amended fees will generate \$383,145 in revenue for the Airport Fund in 2023, an increase of \$26,235.45 from the 2022 rates.

ATTACHMENTS

1. Proposed Ordinance
2. Airport Fee Comparison Tables

RECOMMENDED MOTION

Motion to approve an ordinance amending the Village's airport facility lease fees, land lease fees and private hanger electrical service fees.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

An Ordinance Amending the Village’s Airport Facility Lease Fees, Land Lease Fees and Private Hanger Electrical Service Fees

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions to regulate for the protection of the public health, safety, morals and welfare, as granted in the Constitution of the State of Illinois.

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

SECTION 1: The following lease rate schedule shall be effective January 1, 2023 to various tie down, overnight transient storage, land leases, building leases, and private hangar electrical service fees at the airport.

<u>Village Owned Facility Leases and Tie Downs</u>	<u>Rate</u>
Hard surface tie downs	\$90.00 per month
Grass tie downs	\$60.00 per month
East and West T-Hangar Building Leases	\$304.98 \$320.00 per month
Maintenance Hangar Building Lease	\$2,939.42 \$3,086.39 per month
8603 Pyott Road Building Lease	\$2,117.43 \$2,223.30 per month
Overnight transient storage:	
Grass tie down	\$5.00* Per day
Hard surface tie down or ramp area	\$10.00* Per day
T-Hangar	\$30.00 Per day
Large Aircraft Ramp Fee	\$50.00 ** Per day

*\$5 or \$10 respectively of the overnight transient fees will be waived if the aircraft operator purchases at least 15 gallons of full service aviation fuel in conjunction with that overnight stay.
**\$50 large aircraft ramp fee can be waived at the discretion of the Airport Manager with minimum 75 gallon fuel purchase.

<u>Land Leases</u>	<u>Rate</u>
Square Hangars	*12.67 13.30 Cents per month

*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.

T-Hangars Size A (39’3" x 14’8"; 16’6" x 14’7" approx.)	\$195.28 month
--	----------------

Size B (42'3" x 18'; 16'5" x 20'7" approx.) \$203.15 per month

Size C (46' x 21'; 19'6" x 23'8" approx.) \$218.87 per month

Private Hangar Electrical Service Fee

Monthly Fee by Breaker Size and Configuration

Breaker Size (Amps)	Monthly Fee (USD)	Comments
20	\$6 \$7	Single breaker serves 3 individual hangars
20	\$9 \$10	Single breaker serves 2 individual hangars
20	\$18 \$20	Fee per individual breaker
30	\$27 \$29	Fee per individual breaker
40	\$36 \$39	Fee per individual breaker
50	\$45 \$49	Fee per individual breaker
60	\$54 \$59	Fee per individual breaker

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

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

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

Passed this 8th day of December 2022 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 8TH DAY OF DECEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau
By Deputy Village Clerk, Nancy Sujet

Published: _____

Attachment 2 - Airport Fee Comparison Tables

Airport-Owned Hangars

Name	Width	Depth	Area	Rent	Cost/Ft	Heated	Insulated	Door style	
Dupage			1800	1097	\$ 0.61	Y		Bifold	
Executive	Bay 8	42	32	1197	629	\$ 0.53			
Executive		44	39	1822	957	\$ 0.53			
Executive	Bay 2x	42	32	1428	750	\$ 0.53			
Executive		44	39	1350	709	\$ 0.53			
Executive		44	39	1552	815	\$ 0.53			
Executive	SW T's - Large end	41	32	1575	827	\$ 0.53			
Executive	Bays 1-7	42	32	1050	551	\$ 0.52			
Executive	SW T's - Inside	41	32	1134	595	\$ 0.52			
Executive	SW T's - small end	41	32	1428	662	\$ 0.46			
Dupage			1046	462	\$ 0.44			Bifold	
Schaumburg	C-hangars	60	60	1350	\$ 0.38	Y	Y	Bifold	
Schaumburg	B-Hangars	48	39	650	\$ 0.35	Y	Y	Bifold	
LITH - proposed	E/W T-hangars	40	32	1000	320	\$ 0.32	N	N	Bifold
Schaumburg	A-hangars	42	33		435	\$ 0.31			
Dekalb	T-hangars			1440	415.3	\$ 0.29	Y		
Dekalb	T-hangars			1656	471.26	\$ 0.28	Y		
Dekalb	T-hangars			1944	545.15	\$ 0.28	Y		
Dekalb	T-hangars			1066	295.52	\$ 0.28	N		
Dekalb	T-hangars			1209	331.33	\$ 0.27	N		
Dekalb	T-hangars			1455	395.14	\$ 0.27	N		
Dekalb	Corp box hgr			4225	1110.44	\$ 0.26	Y		
Schaumburg	D-hangars	40	32		260	\$ 0.20		Roll	
Rochelle	T-Hangars			920	108	\$ 0.12		Roll	

Analysis:		
High	\$	0.61
Low	\$	0.12
Median	\$	0.39

Airport Owned Corporate Box Hangars

Name	Width	Depth	Area	Rent	Cost/Ft	Heated	Insulated	Door Style	
Dupage					\$ 0.72				
Schaumburg	60	60	3600	1550	\$ 0.43				
Dupage					\$ 0.41				
LITH - proposed	Maintenance Hgr	96	105	10080	2881.78	\$ 0.29	Y	Y	Bifold
Dekalb	Corp. Box Hgr			4225	1041.59	\$ 0.25			
Rockford	Grumman Hgr			23463	5603.158	\$ 0.24			

Analysis:		
High	\$	0.72
Low	\$	0.24
Median	\$	0.39

Land Lease Rates (non airport-owned)

	Rate/mo	Notes
Dekalb	\$ 0.2700	
LITH - Size A	\$ 0.2393	
Dekalb	\$ 0.2300	
LITH - Size B	\$ 0.1850	
LITH - Size C	\$ 0.1533	
LITH - proposed	\$ 0.1330	
Dupage	\$ 0.0750	3% escalator built in
Dupage	\$ 0.0583	3% escalator built in

Analysis:	
High	\$ 0.2700
Low	\$ 0.0583
Median	\$ 0.1680



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Public Works
SUBJECT: Commercial Activity Agreement with CST & Sons, LLC

EXECUTIVE SUMMARY

Staff seeks Board approval to enter into a commercial activity agreement with CST & Sons, LLC

The Lake in the Hills Airport Rules and Regulations require commercial activities which operate from the airport to enter into an agreement with the Village. The agreement gives them access to the airport while establishing service standards, insurance requirements, and a commitment to observe the airport rules, regulations and minimum standards.

A new tenant at the airport would like to lease out space inside his large box hangar for additional aircraft storage. According to the Chapter 53 Minimum Standards, hangar owners may keep aircraft they own in their hangar but if they wish to store aircraft they do not own, they must request a commercial activity agreement.

CST & Sons, LLC is an active LLC registered with the Secretary of State's Office. The agreement with CST & Sons, LLC will be in effect from December 9, 2022 through December 8, 2025.

FINANCIAL IMPACT

The Airport Fund will receive monthly payments of \$18.36 for each aircraft stored in the hangar that is not owned by CST & Sons, LLC.

ATTACHMENTS

1. Commercial Activity Agreement

RECOMMENDED MOTION

Motion to approve a commercial activity agreement with CST & Sons, LLC from December 9, 2022 through December 8, 2025.

**VILLAGE OF LAKE IN THE HILLS
LAKE IN THE HILLS AIRPORT
AGREEMENT AUTHORIZING SERVICES**

THIS AGREEMENT is entered into as of the 8th day of December, 2022 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Village”) and CST & Sons, LLC (the “Operator”);

Section 1. Term of Agreement. This Agreement shall be effective as of December, 9, 2022 and shall automatically terminate on December 8, 2025 unless this agreement is terminated prior to that time under the provisions contained herein.

Section 2. Location of Operations. During the term of this Agreement, and by separate Lease, the Operator shall maintain the necessary office and operations space at the Lake in the Hills Airport (the “Airport”) in the location and facilities depicted on Exhibit A attached to and by this reference incorporated into this Agreement for the purpose of conducting the operations authorized herein, provided that during the term of this Agreement the Operator adheres to these Minimum Standards and the Village’s rules and regulations relating to Airport operations, as adopted by Village ordinance, and as may be amended from time to time with regard to its authorized activities.

Section 3. Permitted Activities.

(a) While this Agreement is in effect and the Operator is not in default, the Operator shall have the permission of the Village to engage in the following, but only the following, business activities at the Airport, as defined in the Minimum Standards.

Aircraft Storage

(b) It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide any aeronautical related services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Village reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical or related nature.

Section 4. Validation of Activities. The operator shall be responsible for notifying the Village of changes in services, equipment, staffing and other items that increase or decrease fees paid to the Village. Failure of the operator to notify the Village of the same within 30 days of such changes shall constitute a breach of this agreement and shall be sufficient grounds to terminate this agreement. The Village may request additional information or conduct announced or unannounced onsite inspections of the operator’s facilities to validate the accuracy of the commercial activities.

Section 5. Village Services. The Village reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, or to provide for the same to be performed by third parties, together with the right to direct and control all activities of the Operator with regard to the public landing areas and ramp areas of the Airport and the maintenance thereof.

Section 6. Public Portions of Airport. The Operator shall have use and have access to all public portions of the Airport for taxi, landing, and takeoff of aircraft and shall have use of

roads and public automobile parking lots in the same manner and to the same extent as any member of the public. In addition to the Operator's hangar space, the Operator shall have priority use of the ramp area adjacent to and in front of its hangar for staging and conducting its commercial activity. The priority use area shall be of a size reasonably agreed upon by the Operator and the Village's representative. The Operator shall have use of this priority area for the purposes of parking aircraft, loading aircraft, and preparing aircraft prior to takeoff, but not for overnight parking of aircraft. The Operator shall not conduct any operations on public portions of the Airport unless written authorization is granted for such use by the Village. The Village reserves the right to further develop or improve the landing area of the Airport as it deems necessary, regardless of the desires or view of the Operator and without interference or hindrance there from. The Village reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent the Operator from erecting or permitting to be erected any building, other structure, or device on or adjacent to the Airport which, in the opinion of the Village, would limit the usefulness of the Airport or constitute a hazard to aircraft. In enforcing the foregoing rights, the Village further reserves the right to relocate the Operator's operations and facilities, at the sole cost of the Village.

Section 7. Payments to Village. Payments to the Village shall be due on or before the first day of each month. Operator shall pay to the Village fees for the right to conduct the permitted activities in accordance with the Commercial Activity Fees Schedule attached hereto as Exhibit B and by this reference incorporated into this Agreement, which may be amended from time to time. It is expressly understood and agreed to by the Operator that the above charges are not a tax separately payable by any customer of the Operator, and that the Operator is prohibited from designating or itemizing said charges, or any portion thereof, on any invoice or receipt for any customer.

Section 8. Delinquent Payments. Any payments required by this Agreement shall be considered delinquent after the 10th day of the month they are due and payable. A service charge of 10 percent per month from the date due and payable until paid shall be charged the Operator for such delinquencies. Any payments which are delinquent for more than 30 days shall constitute a default.

Section 9. Indemnity. The Operator shall keep and hold harmless the Village and its trustees, officers, employees, agents, and representatives from and against any and all claims, demands, suits, judgments, costs, and expenses asserted or claimed by any person or persons by reason of death or bodily injury to any person or persons, or loss or damage to any property, resulting in whole or in part from the business, activities or any operations of the Operator.

Section 10. Insurance. The Operator shall obtain and maintain continuously in effect at all times during this agreement, at the Operator's sole expense, insurance issued by an insurance company licensed to do business in the State of Illinois for the following types and limits:

A. Aircraft Liability (including passengers)

1. Piston: \$1,000,000 Combined Single Limit, \$100,000 Passenger Bodily Injury, Per Occurrence
2. Turboprop: \$3,000,000 Combined Single Limit, Per Occurrence
3. Turbojet: \$5,000,000 Combined Single Limit, Per Occurrence

B. General Liability

1. Premises: \$1,000,000 Combined Single Limit Per Occurrence
2. Products/Completed Operations: \$1,000,000 Combined Single Limit Per Occurrence

C. Hangar Keepers Liability:

1. Required when Hangar Owner/Lessee has in their care, custody, and control, aircraft belonging to another individual or entity.
2. Piston: \$500,000 Per Aircraft, \$1,000,000 Per Occurrence
3. Turboprop: \$1,000,000 Per Aircraft, \$2,000,000 Per Occurrence
4. Turbojet \$3,000,000 Per Aircraft, \$5,000,000 Per Occurrence

D. Workers Compensation:

1. Part 1, As required by State Statute
2. Part 2, Employers Liability:
 - i. \$500,000 Per Accident
 - ii. \$500,000 Per Employee
 - iii. \$500,000 Policy Limit

E. Commercial Operators Operating an Aircraft Fuel Dispensing Service:

A Commercial Operator operating an Aircraft fuel dispensing service is required to carry the following types of insurance in the limits specified, in addition to the Minimum Insurance Requirements:

1. Pollution liability coverage to the extent reasonably available with a minimum limit of one million dollars (\$1,000,000) per occurrence and in the aggregate;
2. General commercial liability and products liability with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.

F. Additional Insured:

All policies of insurance required herein, except for workers' compensation and employer's liability coverage, shall contain a cross liability endorsement and a severability of interest provision, and shall be expressly endorsed to name each of the following as a Co-Insured for any liability arising out of the Commercial Operator's or any of its subcontractor's operations at the Airport: **the Village of Lake in the Hills and its Board of Trustees, officers, appointees, employees, servants, attorneys, legal representatives, agents, and/or representatives.**

Each endorsement and subrogation waiver shall be evidenced by a Certificate of Insurance. It can't be terminated without 60 days written notice. The Certificate of Insurance shall list the following legal entity as the Certificate Holder:

Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156

In addition to providing the Village with the Certificate of Insurance, the Additional Endorsement Documentation naming the Village of Lake in the Hills and its Board of Trustees, officers, appointees, employees, servants, attorney, legal representatives, agents, and/or representatives shall be provided as proof of that the appropriate additional insured is named as specified herein.

No deductible amount in excess of five thousand dollars (\$5,000.00) or self-insurance shall be used to satisfy the Commercial Operator's minimum insurance requirements hereunder without the prior written approval of the Village.

G. Cancellation and Form

Each policy of insurance required herein shall contain a provision that it may not be canceled before expiration of its term except upon sixty (60) days written notice to the Village and shall be issued by an insurance company licensed to do business in the State of Illinois. The Commercial Operator shall provide a copy of all policies of insurance the Commercial Operator is required to procure and maintain under the requirements herein to the Airport Manager.

H. Changes and Additional Rights

The limits set forth herein shall be increased at the Commercial Operator's expense, if additional amounts are required by any federal or state regulations or by the Village. If a Commercial Operator shall at any time fail to furnish, maintain or renew any of the insurance required herein, or shall fail to furnish certificate(s) of insurance and Additional Insured Endorsement(s) evidencing the insurance coverage required herein, the Village shall have the right, but not the obligation, to obtain such insurance coverage, and all amounts so paid by the Village shall constitute an obligation on the part of the Commercial Operator becoming immediately due and payable. The Village's rights in this paragraph are in addition to any other remedies it may have.

All certificates of coverage displaying requirements (i.e. additional insured's waiver of subrogation, notice of cancellation) shall be issued directly from the insurance carrier.

The failure of the Operator to comply with the insurance provisions of this section shall be considered default by the Operator and sufficient grounds to terminate this Agreement.

Section 11. Fees, Licenses, and Taxes. The Operator shall pay all fees, licenses, and taxes on personal property use in the operation of its business.

Section 12. Service Standards. The Operator agrees:

- (a) To furnish good, prompt, and efficient services adequate to meet all reasonable demands for goods and services of the kinds it renders at the Airport; and
- (b) To furnish goods and services on a fair, equal, and non-discriminatory basis to all users thereof; and
- (c) To charge fair, reasonable, and non-discriminatory prices for all goods and services provided by the Operator hereunder, provided that the Operator shall be allowed to give reasonable and non-discriminatory discounts, rebates, or similar types of price reductions; and
- (d) That the facilities of the Operator for the purpose of providing goods and services at the Airport shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for such goods and services.

Section 13. Non-Exclusive Use. This Agreement shall in no way convey the exclusive use of any part of the Airport, except those portions exclusively leased to, or provided to, the Operator and as specifically allowed herein, and shall not be construed as providing any special privilege for any public portion of the Airport, with the exception of priority use of the adjacent ramp area as provided above. The Village reserves the right to lease to other parties any other portion of the Airport for any purpose deemed suitable for the Airport by the Village.

Section 14. Assignment. The Operator shall not assign any rights provided in this Agreement without the specific prior written consent of the Village. Any such unauthorized assignment shall be void and shall be cause for immediate termination of this Agreement.

Section 15. Transfer of Stock or Ownership of Operator. The Operator understands and agrees that this Agreement is non-transferable and, during the term of this Agreement, any transfer of a controlling ownership interest in the Operator shall be cause for immediate termination of this Agreement.

Section 16. Agreements of Village with United States, State of Illinois, or Agencies. The terms and conditions of this Agreement shall not be construed to prevent the Village from making any commitments it desires to the United States Government, or to the State of Illinois, or to any agency thereof, so as to qualify for the expenditure of federal or State funds at the Airport. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Village, or its predecessors or successors, and the United States or the State of Illinois, relative

to the operation or maintenance of the Airport, the execution of which has been made or may be required as a condition precedent to the expenditure of federal or State funds for the development of the Airport.

Section 17. Rules, Regulations, Minimum Standards, and Codes. The Operator agrees to comply with, and be subject to, all of the following:

- (a) The Airport Rules and Regulations and the Airport Minimum Standards adopted by the Village, as amended from time to time, regarding the management, use, and operation of the Airport; and
- (b) All applicable Federal, State, and Village building, zoning, and hazard codes; and
- (c) All applicable governmental rules, regulations, standards, and requirements relating to the storage and disposal of aviation fuel or any other toxic materials and contaminants. The Operator shall be solely responsible for obtaining and maintaining all necessary permits for storage and disposal and shall provide the Village with copies of such permits and evidence of compliance with the terms and conditions thereof. Improper storage or disposal of toxic materials or contaminants shall be grounds for termination of this Agreement. The Operator shall be responsible for the costs of correcting any contamination or damage to the leased premises and facilities and/or adjacent areas caused by it or its agents' improper storage, disposal, or use of any such materials, and such responsibility by the Operator shall survive the termination of this Agreement.

Section 18. Notices. Whenever any notice or payment is required by this Agreement to be made, given, or transmitted to the parties hereto, such notice or payment shall be deemed delivered if given in person or by registered or certified mail as follows:

If to the Village:

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

If to the Operator:

CST & Sons, LLC
21 Olympic Drive
South Barrington, IL 60010

Section 19. Waiver of Terms. The waiver by the Village to the Operator of any breach of any term, covenant, or condition herein contained shall not be deemed waiver of a subsequent breach.

Section 20. Construction. This Agreement shall be construed in accordance with the laws of, but not the conflict of laws rules of, the State of Illinois. This Agreement constitutes the entire Agreement between the parties, and it may not be altered, amended, or modified except by

written agreement of all parties hereto. The Operator and the Village expressly consent to jurisdiction in the Circuit Court of the Twenty-second Judicial Circuit, McHenry County, Illinois.

Section 21. Termination.

- (a) The Village may terminate this agreement with respect to the Operator at any time if the Operator fails to comply with any other provisions of this Agreement.

The Village shall first notify the Operator in writing of the failure to comply. If the Operator does not correct the failure and fully comply within 30 days after delivery of said notice, then the Village may terminate this Agreement immediately by written notice of termination. Upon delivery of said termination notice, all rights of the Operator shall be canceled.

- (b) The Operator may terminate this Agreement at any time upon 90 days written notice to the Village. In the event of such termination, the Operator shall pay all charges due as of said termination date within 30 days thereafter.

Section 22. Additional Remedies of the Village. In addition to the provisions of Section 21 above, in the event of any failure of the Operator to comply with any term, condition, or covenant of this Agreement, the Village may seek further relief and additional remedies to the fullest extent permitted by law, including but not limited to monetary damages and injunctive relief.

IN WITNESS WHEREOF, the Village and Operator set their hands and seals as of the date first written above.

VILLAGE OF LAKE IN THE HILLS

CST & SONS, LLC.

RAY BOGDANOWSKI
VILLAGE PRESIDENT

By:
TITLE

ATTEST:

ATTEST:

SHANNON DUBEAU
VILLAGE CLERK

By:

(Seal)

Exhibit A

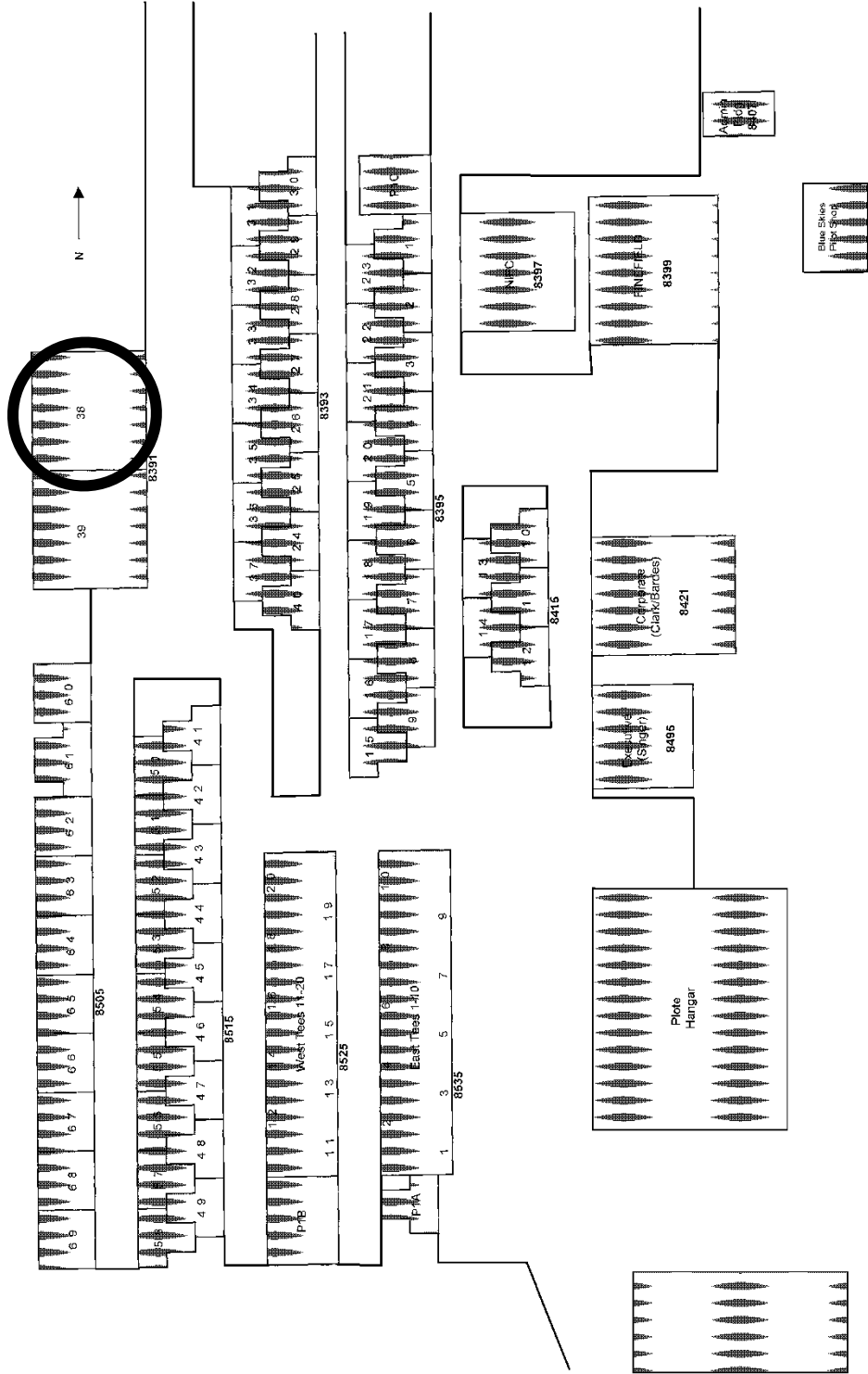


Exhibit B

COMMERCIAL ACTIVITY FEE SCHEDULE

Persons desiring to conduct one or more of the Activities set forth below shall pay the listed fees for each activity category to be engaged in, subject to annual increases approved by the Village Board of Trustees:

Category	Monthly Fee (unless noted)
Aircraft Charter / Air Taxi Service	\$102.43 per aircraft per month
Flight Instruction / Aircraft Rental / Flying Clubs	\$52.87 per aircraft per Flying month
Flight Instructors	\$96.93 per year
Aircraft Maintenance	\$126.65 per Airframe, Power Plant, or Avionics and Instrument Repair Mechanic (first two) PLUS \$33.05 for each additional mechanic per month
Aircraft Sales	\$311.69 per year
Aircraft Storage	\$18.73 per aircraft per month for all aircraft not owned by the hangar owner
Assistance to Home-Built Aircraft Owners	\$31.17 per aircraft per month
Hot Air Balloon Operators	0-15 operations per year: \$155.85 16-30 operations per year: \$408.00 31+ operations per year: \$153.00 for each group of 10 operations above 30 operations
Mechanic for Assistance to Home-Built Aircraft Owners	\$96.93 per month (If mechanic is included as a mechanic within another commercial activity at this airport, then no fee is required)



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Public Works
SUBJECT: Solar Project Lease Agreement

EXECUTIVE SUMMARY

Staff request Board approval of a solar project lease agreement with LITH CS, LLC, an affiliate of BAP Power Corporation d/b/a Cenergy Power of Carlsbad, California.

The Village of Lake in the Hills and Cenergy Power, a solar energy company based in Carlsbad, California entered into a lease option agreement in December 2017. In January of this year, the Village Board approved another lease option extension with the developer, LITH CS, LLC, an affiliate of BAP Power Corporation d/b/a Cenergy Power. Recently, the Village was notified that the developer is ready to begin work on the solar farm now that the Illinois Adjustable Block Program finally approved the project. Village staff and the developer are currently in the process of obtaining the required State and Federal permits to proceed. As part of the lease agreement, the developer will begin paying the Village half of the of annual lease amount during its construction phase. When the solar farm becomes operational, the lease includes language that the developer will pay the airport \$2,040 per acre per year for the land that the solar farm resides on with an escalator every 4 years starting in 2025.

The lease provides a decommissioning bond that ensures that the Village would not be solely responsible from a monetary standpoint for any cleanup should the developer decide not to pursue the entire lease term. Although this provision is not anticipated to be used during the life of the solar farm, it provides a degree of financial protection for the Village.

The term of the lease is 35 years which includes two 5-year renewal options at the discretion of the developer. This is done to ensure the company is able to recover their upfront cost to develop the farm. The land where the solar farm is slated to go was not shown on the Airport Layout Plan (ALP) to hold any long-term aeronautical developments and as such would not hinder future growth of the airport with the exception of a single surface parking lot that was contemplated for the midfield terminal building. A revised ALP was submitted to the FAA showing this modification and was accepted.

FINANCIAL IMPACT

The Village's Airport Fund will receive \$1,083.34 per month during the initial construction period. When the solar farm becomes operational, the Airport Fund will be paid \$2,040 per acre per year for the solar farm. At eight (8) acres, this would equate to \$16,320 per year after the initial construction period.

ATTACHMENTS

1. Lease Agreement
2. Map - Proposed Solar Farm Location

RECOMMENDED MOTION

Motion to approve a solar project lease agreement with LITH CS, LLC, an affiliate of BAP Power Corporation d/b/a Cenergy Power of Carlsbad, California.

GROUND LEASE

This Ground Lease (the “Lease”) is made and entered into as of _____, 2022 (the “Lease Effective Date”) by and between the Village of Lake In The Hills (“Landlord”), and BAP Illini LLC, a California limited liability company (“Tenant”) (each a “Party” and together, the “Parties”).

WHEREAS, Landlord owns the real property located at or near the Lake In The Hills Airport located at 8407 Pyott Rd., Lake In The Hills, Illinois with a parcel identification number of 19-174-00038, and more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, Landlord is willing to lease an approximately 8 acre portion of the Property (the “Lease Area”, as defined below) to Tenant, and Tenant is willing to lease the Lease Area from Landlord, for the Permitted Uses (as defined below), subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the Lease Area and Easements, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms within this Lease shall have the meanings as set forth in the Glossary of Terms, attached hereto and incorporated herein.

SECTION 2. LEASE. Landlord leases the Lease Area to Tenant as of the Lease Effective Date and Tenant leases the Lease Area from Landlord for the Permitted Uses for the Term. This Lease is for the Lease Area and the Easements (as that term is defined in Section 3), as more specifically described in Exhibit B attached hereto or otherwise described in this Lease, and is provided in order to install operate and maintain the Facility thereon. Subject to the rights of Landlord following an Event of Default by Tenant, Tenant shall have quiet and peaceful possession of the Lease Area and any other rights granted by this Lease for the entire Term without hindrance, interruption, suit, trouble or interference of any kind by Landlord, except as provided herein, or any other person or entity claiming (whether at law or in equity) by, through or under Landlord.

SECTION 3. EASEMENTS.

(a) Landlord hereby grants the following easements (the “Easements”) to Tenant as of the Lease Effective Date for the following purposes, all as detailed on Exhibit B:

(i) A non-exclusive right of pedestrian, vehicular and equipment access to the Facility across or through Landlord’s remaining property at all times, which is necessary or convenient for ingress and egress to the Facility and the right to establish, maintain and improve an access road for such purpose, in the location generally depicted on the preliminary site plan attached hereto as Exhibit A-1 and incorporated herein by reference (the “Access Road”);

(ii) an exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Facility to the Utility electrical distribution system, in the location generally depicted on Exhibit A-1, or in such other location as Landlord and Tenant shall mutually agree prior to the Commercial Operations Date;

(iii) a negative solar easement, upon which Landlord shall not construct buildings or structures, or plant new trees or vegetation of any type on the Lease Area or any surrounding area of the Property as designated in Exhibit A, during the term of this Lease. , Tenant will communicate the need for any removal of any existing trees or vegetation prior to the Lease Effective Date, after which removal of any pre-existing trees or vegetation on the Property is the Tenant's responsibility upon notice and consultation with Landlord ; and

(iv) a non-exclusive easement of approximately Fifty Thousand (50,000) square feet to be located at a mutually acceptable location on the Property for temporary (A) storage and staging of tools, materials and equipment, (B) construction laydown, (C) parking of construction crew vehicles and temporary construction trailers, (D) vehicular and pedestrian access and access for Facility construction activities, and (E) placement and use of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Facility.

(b) Landlord's grant of Easements in Sections (3)(a)(i) through (3)(a)(iii) shall commence on the Lease Effective Date and continue throughout the Term and any extensions of the Term, and for the time necessary and convenient to perform the Decommissioning Obligations, if such obligations extend beyond the Term. Landlord's grant of the Easement in Section (3)(a)(iv) shall commence on the Lease Effective Date and shall continue through the Development and Construction Period, during the Operations Period if Tenant is performing activities associated with expanding, modifying or repairing the Facility for the time associated with those activities, and for the time necessary and convenient to perform the Decommissioning Obligations.

(c) If required by the Utility, and in consultation with the Landlord, Landlord shall grant to the Utility an exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect each unit of the Facility to the Utility electrical distribution system, the location of which the Utility will determine before the Commercial Operations Date. Landlord's grant under this Section 3(c) shall commence on its effective date and continue through the Term and any extensions of the Term, unless otherwise required by the Utility. Landlord reserves the right to not unreasonably deny or delay the Utility right provided herein, including the right to identify placement in a way so as to minimize disruption to existing or planned property usages, subject to Utilities requirements.

(d) Notwithstanding any other provision of this Lease, Landlord may grant easements to a Tenant Affiliate over and across the Property, and any exclusive easement granted under Section 3 shall not be exclusive as to an easement granted to a Tenant Affiliate.

(e) All Easements shall burden the Property and shall run with the land for the duration of the Lease (unless otherwise provided herein) for the benefit of Tenant, its successors and assigns (including any permitted assignees of Tenant's rights under the Lease), and their respective agents, contractors, subcontractors and licensees.

(f) At Tenant's request, Landlord shall timely execute and deliver such agreements as shall be reasonably necessary to evidence and insure the Easements granted by Landlord under this Section 3, at Tenant's expense. All such agreements shall be in form and content reasonably agreeable to Landlord and Tenant.

The Easements granted in this Section 3 are expressly made and given subject to the provisions of Section 24. In the event of a conflict between the terms and conditions of Section 24 and this Section 3, the terms and conditions of Section 24 shall control.

SECTION 4. LEASE TERM; EARLY TERMINATION.

(a) This Lease will consist of a Development and Construction Period, an Operations Period, and a Decommissioning Period.

(i) Development and Construction Period. The Development and Construction Period will begin on the Lease Effective Date and will terminate on the earliest to occur of:

(A) Delivery by Tenant of notice of termination of this Lease in accordance with Section 4(b);

(B) 365 days after the commencement of the Development and Construction Period, except that such Tenant shall have the right to extend the Development and Construction Period for up to two (2) additional periods of six (6) months each for permitting and interconnection delays, or for changes in solar market conditions regarding solar programs promulgated by a Government Authority, by providing written notice to Landlord of Tenant's election to so extend the Development and Construction Period. Extensions under this subsection are contingent upon Tenant providing evidence, at Landlord's reasonable request, that it continues to actively pursue developing the Facility; and

(C) The day immediately preceding the Commercial Operation Date.

Termination of this Lease in accordance with this Section 4(a)(i) shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination, except for those obligations which are expressly stated herein to survive the expiration or earlier termination of this Lease.

(ii) Operations Period. The Operations Period will commence at 12:01 a.m. on the Commercial Operation Date and will end at 11:59 p.m. on the twenty-fifth (25th) anniversary of the day immediately preceding the Commercial Operation Date. Tenant may extend the Operations Period, for up to two (2) terms of five (5) years each, . At least ninety (90) days before the beginning of an extension term, Tenant shall deliver written notice to Landlord of Tenant's intent to exercise that extension option, and Tenant and Landlord, at Tenant's expense, shall prepare and record any amendments to the Memorandum of Lease and/or any other documents necessary to give record notice of the extension.

(iii) Decommissioning Period. The Decommissioning Period shall begin when the Operations Period and any extensions thereto expire, and shall continue for a period of 180 days (provided that if such 180 day period begins or ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to the next-occurring July 31), whereupon this Lease shall expire and shall be of no further force and effect, except that such termination shall not release or modify any of the obligations of the Parties arising prior to such termination.

(b) At any time during the Development and Construction Period, including any extensions thereof, Tenant may, in its sole discretion, terminate this Lease upon 30-days' written notice to Landlord (the thirtieth day after delivery of the notice shall be the effective date of the termination). Tenant shall execute and deliver to Landlord any amendments to the Memorandum of Lease and/or other documents reasonably necessary to evidence terminating this Lease. Termination of this Lease in accordance with this Section 4(b) shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination, except for those obligations which are expressly stated herein to survive the expiration or earlier termination of this Lease, including, without limitation, the removal of all improvements and restoration of the Property.

SECTION 5. TENANT'S USE OF THE PROPERTY; DECOMMISSIONING OBLIGATIONS. Tenant may use the Lease Area and Easements for the Permitted Uses, subject to limitations set forth below:

(a) Development and Construction Period. During the Development and Construction Period, Tenant may use the Lease Area for development work and tests, project permitting and interconnection, and other activities associated with constructing the Facility. Tenant's ability to use the Property is contingent upon obtaining all certificates, permits, licenses

and other approvals that may be required by Governmental Authorities (“Permits”) to construct, operate and maintain the Facility and the Access Road. Subject to Governmental Authorities typical requirements and processes, Landlord shall reasonably cooperate with Tenant, at no cost to Landlord, in its effort to obtain such Permits, including signing documents required to file applications with the appropriate zoning authority and other Governmental Authorities for the proper zoning of the Property and for other Permits as Tenant reasonably requires. Tenant will perform all other acts and bear all expenses associated with any zoning action or other procedure necessary to obtain Permits deemed reasonable or necessary by Tenant.

(b) Operations Period. During the Operations Period, Tenant may use the Lease Area for any of the Permitted Uses.

(c) Decommissioning Period. Promptly following the Operations Period expiration or an earlier termination of this Lease following a Tenant Default, Tenant shall cease the Facility’s commercial operation and shall remove all structures, equipment, security barriers, and transmission lines from the Lease Area; dispose of all Facility materials in accordance with Applicable Law; restore the Property to its prior condition, including, but not limited to, filling in, compacting, and covering up all pit holes, trenches or other borings or excavations made by Tenant on the Property; leave the surface of the Property free from debris, and in a good, clean condition, all at Tenant’s sole cost and expense (such actions, collectively, the “Decommissioning Obligations”) provided however, that the Decommissioning Obligations shall not include the replanting of trees, removing of access roads or regrading to existing conditions, and Tenant shall only be required to remove any part of the Facility located beneath the surface of the land (such as footings and foundations). Prior to the commencement of construction of the Facility, Tenant shall obtain and maintain a surety bond (or other form of financial security reasonably acceptable to Landlord) in the amount of \$175,000 for removing the Facility and restoring the Lease Area in accordance with the Decommissioning Obligations (“Decommissioning Bond”), and in a form substantially similar to the Draft Decommissioning Bond document, attached hereto as Exhibit C. The Decommissioning Bond amount shall increase every five (5) years that the Lease remains in effect, including any extensions thereof. The increase to the Decommissioning Bond amount shall be computed at a two percent (2%) increase per year, with the first Decommissioning Bond amount adjustment occurring five years after the initial Decommissioning Bond issuance (prior to the commencement of construction), and adjusting every five years thereafter throughout the term of this Agreement, as demonstrated in the attached Bond Amount Schedule, attached hereto as Exhibit D. Tenant shall perform the Decommissioning Obligations during the Decommissioning Period or promptly after termination of this Lease due to any reason other than a Landlord default. If Tenant performs the Decommissioning Obligations after this Lease terminates, Tenant’s access to the Property to perform those activities shall be pursuant to the Easements granted by Section 3. In the event any federal, state, county or local governmental authority with jurisdiction over the Facility or the Property requires bonding or other security securing the Decommissioning Obligations and the restoration of the Property, then Tenant’s satisfaction of those requirements shall satisfy all bonding or other security requirements under this Section 5(c).

SECTION 6. DEFINING THE LEASE AREA; CONSTRUCTING THE FACILITY; LANDLORD RESTRICTIONS.

(a) The Parties acknowledge that the location of the Lease Area and the Easements as depicted on Exhibit A-1 is intended to be only preliminary in nature, and that the final location and dimensions of the Lease Area and the Easements shall be determined by a final site plan and survey delineating the actual locations of the Lease Area and the Easements to be prepared at Tenant's sole cost and expense (the "Final Site Plan"). Landlord reserves the right to review and approve the Final Site Plan, which approval shall not be unreasonably delayed, conditioned or withheld provided that it is substantially consistent with Exhibit A-1 attached hereto. Tenant shall, within ten (10) days of receiving written notice from Landlord of Landlord's approval of the Final Site Plan, prepare an amendment to this Lease, which amendment shall direct that the Final Site Plan replace Exhibit B attached hereto for all purposes for which Exhibit B was used, referenced or included in this Lease, including, without limitation, the acreage of the Lease Area for purposes of calculating Rent due hereunder during the Operations Period; provided, however, that notwithstanding the actual acreage of the Lease Area, the Lease Area shall at all times during the Term of this Lease (including any extensions thereof) be deemed to contain at least eight (8) acres for purposes of determining Rent due to Landlord hereunder during the Operations Period.

(b) Tenant shall be responsible for constructing and the cost of constructing a suitable bypass to the existing access road which runs through the planned project development on the Property. The intention is that Tenant will use the existing access road, construct an extension to the road which will run westward from the southern edge of the planned development area, before heading north along the western edge of the planned development area, and then running east to reconnect to the existing access road.

(c) Tenant may construct the Facility as Tenant, in its sole discretion, determines, provided such construction shall comply with Applicable Law and with this Lease.

(d) Tenant may remove trees as necessary within the on the Lease Area or any surrounding area of the Property as designated in Exhibit A-1 to obtain solar access to the Facility, consistent with Section 3(a)(iii) (regarding the solar easement).

(e) Tenant shall notify Landlord of the Commercial Operation Date promptly upon the occurrence of the same.

(f) Landlord has no obligation to improve the Lease Area or Property to accommodate the Facility.

(g) Landlord shall not engage in activities at the Property that will impact the Lease Area topography or soil conditions, or construct any structures or improvements on the Lease Area, or shall be in violation of Applicable Law.

(h) Landlord may only enter the Lease Area without Tenant's consent to address an emergent issue, or otherwise for reasonable municipal purposes with the consent of the Tenant such consent not to be unreasonably withheld, conditioned or delayed.

SECTION 7. LEASE RENT PAYMENTS. Tenant shall pay Rent to Landlord as follows:

(a) Development and Construction Period. During the Development and Construction Period, Tenant shall pay to Landlord One Thousand Eighty Three Dollars and Thirty Four Cents (\$1,083.34) per month, pro-rated for partial months, to be paid in advance on the first day of each month. The first payment of Rent during the Development and Construction Period (the "Initial Development and Construction Rent Payment") shall be due on the first day of the first full calendar month to occur during the Development and Construction Period. The Initial Development and Construction Rent Payment shall include the amount of Rent due during the first partial month occurring during the Development and Construction Period (prorated from the date the Development and Construction Period commences), and Rent due for the first full month occurring during the Development and Construction Period.

(b) Operations Period.

(i) During the Operations Period, Tenant shall pay to Landlord per Operating Year, Rent in the amount of Two Thousand Forty Dollars (\$2,040) per acre of the Lease Area, which will increase every four years the Lease remains in effect, including any extensions thereof, by two percent, beginning in 2025.

(ii) Intentionally deleted.

(iii) Rent for each Operating Year, including any Operations Period extensions, shall be paid quarterly, in advance on the first day of each financial quarter. The first payment of Rent during the Operations Period (the "Initial Operations Rent Payment") shall be due on the first day of the first full financial quarter to occur during the Operations Period. The Initial Operations Rent Payment shall include the amount of Rent due during the first partial financial quarter occurring during the Operations Period (prorated from the date the Operations Period commences), and Rent due for the first full financial quarter occurring during the Operations Period.

(c) Decommissioning Period. During the Decommissioning Period until the Facility is Decommissioned, Tenant shall continue to pay to Landlord the current Rent for such Operating Year, but payable monthly, pro-rated for partial months, to be paid in advance on the first day of each month. The first payment of Rent during the Decommissioning Period (the "Initial Decommissioning Payment") shall be due on the first day of the first full calendar month to occur during the Decommissioning Period. The Initial Decommissioning Payment shall include the amount of Rent due during the

first partial month occurring, if any, at the end of the Operations Period, and Rent due for the first full month occurring during the Decommissioning Period.

(d) Payment Method. Tenant may pay Rent by check or wire transfer to such account and/or to such address as Landlord shall directly in writing from time to time. Upon Tenant's request, Landlord shall provide Tenant with account information to which wire transfers may be made.

SECTION 8. TAXES

(a) Landlord shall be responsible for all taxes related to the Property other than Tenant's obligations stated in Sections 8(b) and 8(c).

(b) Tenant shall be responsible for all personal property taxes assessed against the Facility during the Operations Period and the Decommissioning Period:

(c) Each Party may contest in good faith any tax assessments or payments, provided that all payments are made when due and such contest (or appeal, as the case may be) complies with Illinois state law. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(d) Tenant shall pay all taxes for which it is obligated on or before the date such amounts are due, subject to its right to contest taxes in accordance with this Lease and Applicable Law. If Tenant fails to pay any taxes, judgments or liens that become a lien upon the Lease Area or improvements thereon for which Tenant is responsible hereunder, Landlord may pay such amounts and in such event shall be entitled to recover such paid amount from Tenant, together with interest thereon at rate equal to the lesser of (i) one and one-half percent (1 ½ %) per month (eighteen percent (18%) per annum) or (ii) the highest rate allowed under Applicable Law.

SECTION 9. TITLE AND LIENS; SUBDIVISION.

(a) Landlord agrees to cooperate with Tenant or Developer in good faith to establish a sufficient, adequate and insurable legal description of the Property and the boundaries thereof, and to clear title of any encumbrances to title that Developer determines will interfere with Developer's ability to install and operate the Facility pursuant to the Lease or obtain financing for such Facility, provided that Landlord shall not be required to expend Landlord's funds to clear title, and provided further that Tenant shall reimburse Landlord for its reasonable attorney's and professional fees incurred in connection with such efforts. Landlord warrants that, to the best of Landlord's knowledge, Landlord has not caused or permitted any division of the Property in violation of any Illinois regulations or ordinances. Landlord covenants that, except with the prior consent of Tenant, Landlord will not transfer, sell, lease, or mortgage, or enter into any agreement to transfer, sell, lease, or mortgage, any portion of the Property for five years after the

Lease Effective Date without the prior consent of Developer, which shall not be unreasonably withheld, conditioned or delayed if such transfer, sale, lease or mortgage of a portion of the Property, after consideration of the final Lease Area, does not result in an unauthorized subdivision of the Property. Notwithstanding anything to the contrary herein, Landlord may transfer the entire Property subject to the provisions of Section 14(b) at any time without the consent of Tenant or Developer. Landlord further covenants that, except with the prior consent of Tenant (which consent shall not be unreasonably delayed, conditioned, or withheld), Landlord shall not initiate or consent to any change in the Property's zoning or impose or consent to any other restriction or modification of the Property.

(b) After the date of recording the Memorandum of Lease, subject to the provisions of subparagraph (a) above, in addition to Existing Encumbrances and any refinancing of such Existing Encumbrances, Landlord may grant a mortgage on all or part of its leased interest in the Property if (i) such mortgage is subject to this Lease; and (ii) the mortgagee enters into an agreement, on terms and conditions reasonably acceptable to Tenant, recognizing the priority of Tenant's interest in the Property pursuant to this Lease. Tenant may record any such agreement, at its expenses whether related to an Existing Encumbrance or an encumbrance arising after the Lease Effective Date, in the McHenry County Recorder's Office. Any such recording shall also be removed after the termination of the Lease, upon Landlord's request, at Tenant's expense.

(c) Landlord shall not allow any encumbrances against the Property other than Permitted Encumbrances. Landlord shall promptly pay all obligations secured by encumbrances against the Property (whether or not such encumbrances are Permitted Encumbrances) and shall not allow any uncured default to occur under obligations secured by encumbrances against the Property.

(d) Intentionally Deleted

(e) All equipment and structures included within the Facility shall, to the extent permitted by law, be personal property and not real property, and title to the Facility shall be in Tenant or its mortgagees and assigns. Neither Landlord nor anyone claiming through Landlord may file liens on the Facility or Tenant's interest in the Property unless Landlord obtains a final judgment against Tenant as a result of a Tenant Default under this Lease. Nothing herein shall limit Landlord's rights pursuant to the provisions of this Agreement pertaining to decommissioning rights and requirements.

(f) Neither Tenant nor anyone claiming through Tenant (including contractors hired by Tenant) shall have the right to file liens on the Property, other than on Tenant's leasehold rights arising under this Lease.

(g) Landlord acknowledges that Tenant shall have the right to obtain title insurance with respect to its leasehold interest in the Property from a title insurance company acceptable to Tenant (the "Title Company"). Upon request, Landlord shall execute and deliver to Tenant and the Title Company (in form and substance reasonably acceptable to Landlord and the Title Company): (i) a "Landlord's Affidavit" sufficient for the Title Company to delete any exceptions

for (A) mechanics' or materialmen's liens arising from work at the Property which is the responsibility of Landlord, (B) parties in possession, other than Tenant as tenant only, and (C) matters not shown in the public records; and (ii) such other documents as may be reasonably requested by Tenant and the Title Company in order to provide such title insurance, all in form and substance reasonably acceptable to Landlord.

SECTION 10. FILINGS; PERMITS.

Landlord acknowledges that Tenant intends to develop, construct and operate the Facility and the Access Road on the Lease Area and Easements. In order to obtain Permits in connection with the Permitted Uses, Landlord hereby authorizes Tenant to file with Governmental Authorities as Tenant deems reasonably appropriate (i) one or more applications to obtain any zoning relief or planning board approval regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Facility on the Lease Area and the Access Road; and (ii) one or more applications to obtain construction, use or occupancy permits for the Facility, the Access Road, or any portion thereof. Subject to Governmental Authorities typical requirements and processes, including those of Landlord, Landlord shall cooperate in good faith with Tenant and shall execute any such applications promptly upon Tenant's request. Landlord is not obligated to incur expense in connection with such efforts. Landlord acknowledges that Permits may be conditioned upon the grant of stormwater management and/or other restrictions imposed by the Illinois Department of Environmental Protection or other Governmental Authorities. Landlord agrees to execute, at any time during the Term of the Lease, any documents related to or necessary to impose such restrictions upon the Property affected by or subject to the construction, maintenance and operation of the Facility and the Access Road, which restrictions shall remain in effect as long as such Facility or Access Road associated with the Project remain on the Property.

SECTION 11. INSURANCE AND INDEMNITY.

(a) The Tenant shall maintain appropriate insurance for its respective interests in, and activities on, the Property, and shall provide certificates of insurance to the Landlord evidencing such coverage promptly following the request; Tenant shall maintain in force policies of insurance covering the Facility and Tenant's activities on the Lease Area at all times during the Term of the Lease, including comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000.00 for injury to or death of one or more persons in any one occurrence, and with an annual aggregate limitation of no less than \$2,000,000, provided that such amount may be provided as part of a blanket policy covering other properties.

(b) To the fullest extent permitted by law, Tenant (the "Indemnifying Party") shall indemnify, defend and hold the Landlord, its shareholders, partners, members, directors, officers, employees, agents and contractors (the "Indemnified Persons"), harmless from and against all Losses incurred by the Indemnified Persons to the extent arising from, or out of, any claim for, or arising out of, any injury to or death of any person or loss or damage to property to the extent arising out of the Indemnifying Party's, its employees' and agents' negligence, willful misconduct, or unlawful conduct. The Indemnifying Party shall not be obligated to indemnify

any Indemnified Person for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Indemnified Person or for statutory violation of, or punitive damages against, any Indemnified Person except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Indemnifying Party or of any of the Indemnifying Party's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a Party or person described in this Lease.

(c) Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all Losses arising from or out of any pollution or contamination that violates any local, state or federal environmental protection law, policy or regulation, that existed on or before the Lease Effective Date or that is caused by the Landlord or any of its employees, invitees, agents or contractors following the Lease Effective Date. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all Losses arising from or out of any pollution or contamination that violates any local, state or federal environmental protection law, policy or regulation, that is caused by the Tenant or any of its employees, invitees, agents or contractors following the Lease Effective Date.

SECTION 12. MAINTENANCE, SECURITY AND UTILITIES.

(a) Maintenance. Tenant shall repair and maintain the Lease Area and all areas subject to the Easements (including, without limitation, the Access Road as now or hereafter improved) at its own expense.

(b) Security. Tenant is responsible for Lease Area security. Tenant may construct fencing around the Lease Area and the Facility and take other security precautions if Tenant determines, in its sole discretion, that such fencing and/or security measures will reduce risks of damage, death or injury to people, animals or property or will protect Tenant's Facility. The cost of any fencing constructed by Tenant, or of any other such security measures taken by Tenant, shall be borne solely by Tenant.

(c) Utilities. Tenant is responsible for utilities furnished to the Lease Area and Facility and used by Tenant throughout the Term, and for all other costs and expenses in connection with the Facility use, operation, and maintenance.

SECTION 13. CONDEMNATION.

(a) If, during the Term, any competent authority for any public or quasi-public purpose ("Condemnor") seeks to take or condemn all or any portion of the Lease Area, Landlord and Tenant may use all reasonable and diligent efforts, each at its own expense, to contest such taking. If either party contests a taking the other party shall cooperate in the proceeding, but is not obligated to incur any expense in connection with such efforts.

(b) If, at any time during the Term, any Condemnor condemns all or substantially all of the Lease Area, or the Facility, so that the purposes of this Lease are frustrated, then Tenant's

interests and obligations under this Lease in or affecting the Lease Area shall cease and terminate upon the earlier of (i) the date that the Condemnor takes possession of the Lease Area or the Facility, (ii) the date that Tenant is, in its sole judgment, no longer able or permitted to operate the Facility on the Lease Area in a commercially viable manner, or (iii) the date title vests in the Condemnor. Tenant shall continue to pay all amounts payable hereunder to Landlord until the earlier of such dates, at which time Landlord and Tenant shall be relieved of any and all further obligations and conditions to each other under this Lease, except for indemnity obligations, which shall survive any termination thereunder.

(c) If, at any time during the Term any Condemnor shall condemn a portion, but not all or substantially all of the Facility or the Lease Area, then Tenant's interest and obligations under this Lease as to that portion of the Facility or the Lease Area so taken shall cease and terminate upon the earlier of, (i) the date that the Condemnor takes possession of such portion of the Facility or the Lease Area, (ii) the date that Tenant, in its sole judgment, is no longer able or permitted to operate the Facility on the Lease Area, or any portion thereof, in a commercially viable manner, or (iii) the date title vests in the Condemnor; and, unless this Lease is terminated as herein provided, this Lease shall continue in full force and effect as to the remainder of the Facility or the Lease Area. If the Lease Area becomes insufficient or unsuitable for Tenant's purposes hereunder, as determined by Tenant in its sole discretion, then Tenant may terminate this Lease in accordance with this Section 13 as to the portion of the Lease Area to which Tenant continues to hold the rights, at which time Landlord and Tenant shall be relieved of any further obligations and duties to each other under this Lease, except for indemnity obligations and Decommissioning Obligations, which shall survive any termination hereunder.

(d) For any taking covered by Sections 13(b) or 13(c), all sums, including damages and interest, awarded shall be paid and distributed to Tenant and Landlord in accordance with their respective interests under this Lease. In determining their respective interests:

(i) Landlord's interest shall be based on the value of Landlord's interest in the Lease Area (but excluding any of Tenant's interest in the Facility or any other of Tenant's improvements on the Lease Area), taking into account the amounts paid or due to be paid by Tenant hereunder and all other terms and provisions of this Lease; and

(ii) Tenant's interest shall be based on the value of Tenant's interest in the Lease Area (determined at the time of the taking), including the value of the Facility and Tenant's other improvements for the Term, plus any cost or loss that Tenant may sustain in the removal and/or relocation of any Facility; provided, however, that in each case the value of the respective interests of Landlord and Tenant shall be calculated as if no taking covered by Sections 13(b) or 13(c) were to occur.

SECTION 14. ASSIGNMENT.

(a) Tenant may assign this Lease and rights hereunder:

(i) in Tenant's sole discretion,

A. to any entity in which Tenant, or an Affiliate thereof, has a majority (at least 51%) ownership interest;

B. to any entity as security for or in connection with a financing or other financial arrangement related to the Lease Area and/or the Facility, as set forth in Section 15; and,

(ii) subject to Landlord's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed, to any other person or entity who assumes all of Tenant's rights and obligations hereunder, provided however that the effectiveness of any such assignment shall be conditioned on the Tenant not being then in Default.

(b) Landlord may assign this Lease and rights hereunder and may convey the Lease Area and/or the portion of the Property containing the Easements, subject to the following conditions:

(i) Landlord gives prior notice to Tenant;

(ii) the Memorandum of Lease and of Easements are first recorded,

(iii) Landlord gives the assignee/grantee prior, written notice of the Lease,

(iv) Landlord concurrently obtains from the assignee or grantee an acknowledgement of the Lease and a subordination or non-disturbance agreement as Tenant may reasonably request to protect and secure Tenant's interest in the Property, in the form described by Section 9(d), and

(v) Landlord is not then in Default.

(c) Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that liability is assumed by the assignee.

(d) Upon any assignment other than under Section 14(a)(i)(B) (regarding assignment to a Financing Party), the assigning Party shall provide to the other Party current information regarding the assignee's addresses and the term "Tenant" or "Landlord" in this Lease, as appropriate, shall refer to the entity that was assigned the rights and obligations hereunder. Promptly after an assignment under Section 14(a)(i)(B), Tenant shall provide the Financing Party's address to Landlord.

SECTION 15. FINANCING.

(a) Tenant may encumber its interest in the Lease Area and in the Facility by mortgage, lease, sale and leaseback, deed of trust or similar instrument or instruments, and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any Financing Party.

(b) If Tenant's rights or property are foreclosed upon or seized, or if a Financing Party exercises any other right under a security agreement granted by Tenant to that Financing Party, Landlord shall permit such Financing Party to exercise and succeed to any and all Tenant rights hereunder, so long as there are no existing uncured Defaults; provided Financing Party shall not be required to cure any defaults by Tenant that by their nature are not capable of being cured by the Financing Party, it being expressly understood and acknowledged by the Parties that a monetary default is by its nature capable of being cured by the Financing Party. Landlord shall execute any document reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 15(b), subject only to the condition precedent that no Tenant Default exists.

(c) At Tenant's request, Landlord shall amend this Lease to include any provision reasonably be requested by an existing or proposed Financing Party, provided such amendment shall not impair Landlord's rights under this Lease.

(d) Landlord shall, within ten (10) days after Tenant's written request, execute and deliver to Tenant (or to such party or parties as Tenant shall designate, including a Financing Party) the following written statements:

(i) (1) certifying whether this Lease is in full force and effect (or modified and stating the modification), (2) stating the dates on which amounts due to Landlord have been paid, (3) stating that there are no known defaults existing at the time of execution of the statement, or that defaults exist and the nature of such defaults, and (4) stating that, as of the date of such estoppel certificate, there are no disputes or proceedings under this Lease between Landlord and Tenant or, if any such dispute exists, describe the nature of such disputes or proceedings;

(ii) (1) recognizing a particular entity as a Financing Party under this Agreement and (2) agreeing to accord to such entity all the rights and privileges of a Financing Party hereunder.

SECTION 16. RECORDING, CONFIDENTIALITY.

(a) This Lease shall not be recorded, but the Parties shall, at Tenant's expense, execute and record with the McHenry County Recorder's Office a memorandum thereof in the form attached hereto as Exhibit F (the "Memorandum of Lease"), which may be amended by Tenant with a surveyed description of the Lease Area and Easements. A Financing Party may record Tenant's mortgage of this Lease to the Financing Party. Tenant may record subordinations and/or non-disturbance agreements obtained from holders of Permitted Encumbrances.

(b) Neither Party may disclose the terms of this Lease to any other person, except as follows:

(i) as provided in Section 16(a),

(ii) to immediate family members,

(iii) to assignees or prospective purchasers of Parties,

(iv) to any counsel, lender, accountant or advisor engaged by a Party,

(v) to the extent required by law, or pursuant to lawful process, Freedom of Information Act request, subpoena or court order requiring such disclosure, the disclosing Party, to the extent practicable, shall give notice of any request for disclosure to the non-disclosing Party ; and

(vi) Tenant may disclose the terms hereof to any contractor or supplier bidding upon construction of all or part of the Facility, to any person which may seek to provide financing for or to invest in the Facility, to any future subtenant or assignee, and as necessary for permitting related to the Facility.

Tenant shall obtain Landlord's written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive or confidential information with respect to this Lease or the Facility, which consent may be withheld, conditioned, or delayed in Landlord's reasonable discretion.

SECTION 17. DEFAULT AND REMEDIES.

(a) If Tenant fails to perform any of Tenant's obligations under this Lease and such failure remains uncured following the required notice and cure periods as required in Section 18(c) (a "Default"), Landlord may terminate this Lease by notice to Tenant and exercise any other remedies provided in this Lease or under Applicable Law. A Default may be either a Payment Default or a Non-Payment Default. A "Payment Default" is failing to make timely payments required herein.

(b) Landlord shall simultaneously notify Tenant and all Tenant Financing Parties who have given advance notice of their interest in this Lease to Landlord, of any failure by Tenant to perform any Tenant obligations under this Lease, which notice shall be sent according to Section 19 and shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure.

(c) Before Landlord exercises any rights or remedies against Tenant as a result of a Tenant Default, Landlord shall give Tenant and each Financing Party (i) thirty (30) days' notice of and the opportunity to cure any Tenant Payment Default, (ii) ninety (90) days' notice of and the opportunity to cure any Tenant Non-payment Default, weather permitting, but, subject to Force Majeure, in no event shall the Tenant Non-payment Default not be cured within an additional 90-day period.

(d) Tenant and any Financing Party may cure any Payment Default by paying all then overdue payments in full together with interest thereon at the rate of four and one-half percent (4

½%) per month, plus any reasonable attorney’s fees incurred by the Landlord in enforcing the default.

(e) If Landlord fails to perform any of its obligations hereunder, including failure to perform with respect to any obligations secured by encumbrances against the Property, and such failure shall continue for ninety (90) days following written notice by Tenant of such failure and an opportunity to cure, Landlord shall pay to Tenant any amounts actually paid by Tenant to cure such non-performance by Landlord together with interest thereon at the rate of four and one-half percent (4½%) per month and exercise any other remedies available under this Lease or Applicable Law, including terminating the Lease.

(f) **SECTION 18. FORCE MAJEURE.** If performance of this Lease or of any obligation hereunder (other than an obligation to pay any Rent) is prevented or substantially restricted or interfered with by reason of an event of “Force Majeure” (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder whenever such causes are removed. “Force Majeure” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure may include the following acts or events: (i) Acts of God or acts of Providence including hurricanes, floods, washouts, lightning, earthquakes, storm warnings and any other adverse weather conditions which directly result in a party’s inability to perform its obligations, (ii) acts of civil disorder including acts of sabotage, acts of war, lockouts, insurrection, riot, mass protests or demonstrations, threats of any of the foregoing, and police action in connection with or in reaction to any such acts of civil disorder, when any such acts of civil disorder directly results in a party’s inability to perform its obligations, (iii) pandemic or other public health crisis, and (iv) failures resulting from fires, washouts, mechanical breakdowns of or necessities for making repairs or alterations to transformers, power lines, switching equipment, inverters, machinery, cables, meters or any of the equipment therein or thereon, when any such failure directly results in a Party’s inability to perform its obligations.

SECTION 19. NOTICES. All notices under this Lease shall be sent to the addresses set forth below:

LANDLORD: Village of Lake In The Hills
c/o Village Administrator Shannon Andrews
600 Harvest Gate
Village of Lake In The Hills, Illinois 60156

Email: mperanich@lith.org

Copy to: _____

TENANT: BAP ILLINI LLC
c/o BAP Power Corporation, dba Cenergy Power.
3176 Lionshead Ave, 2nd Floor
Carlsbad, CA 92010
Email: info@cenergypower.com

Notices required or permitted to be given under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery, and may be sent by overnight delivery or other method with confirmed signature receipt to the addresses set forth below. A Party may change its address for delivery of notices hereunder by notice given in accordance with this Section. Failure of the Tenant to notify the Landlord of an address change for it or any Financing Party shall excuse the Landlord from complying with any notice obligation herein to such changed addresses, provided however that the Landlord will in no event be excused from providing notices required herein to all addresses that Landlord has notice of. Notices will be deemed given upon personal delivery, receipt or upon the failure to accept delivery.

SECTION 20. NO PARTNERSHIP. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease.

SECTION 21. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a “Dispute”) within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

(b) Mediation. If, after such negotiation in accordance with Section 21(a), the Dispute remains unresolved, a Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three (3) hours with a mediator whom they choose together, at shared expense of the Parties. If the Dispute remains unresolved, the Parties agree that any such dispute shall be instituted and resolved in the Circuit Court of McHenry County, Illinois exclusively, and both of the Parties hereto submit to the exclusive venue of said court and the exclusive jurisdiction of said court over their person and the subject matter of any such litigation.

SECTION 22. REPRESENTATIONS AND WARRANTIES.

(a) Each Party represents and warrants to the other Party as follows:

(i) Organization and Qualification. If an entity, it is duly organized and validly existing under the laws of the state of its purported organization with all power and authority to own or lease and dispose of all of its properties and assets, to conduct its business as presently conducted, and to enter into and carry out this Lease.

(ii) Authority. It has all requisite power and authority to execute and deliver this Lease and each of the related documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Its execution and delivery of this Lease and each of the related documents to which it is a party, its performance hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite action its part and no other proceedings on its part are necessary to authorize this Lease and each related document to which it is a party, the performance of such obligations or the consummation of such transactions.

(iii) No Violation or Conflict; Consents. Neither the execution and delivery of this Lease or any of the related documents to which it is a party, nor the performance of its obligations hereunder and thereunder, nor the consummation of the transactions contemplated hereby and thereby will, directly or indirectly (with or without notice or lapse of time or both), (1) violate, contravene, conflict with or breach any term or provision of its organizational documents, (2) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, or require any consent under, any contract or other instrument or obligation to which it is a party or by which it or any of its respective properties or assets are bound, (3) violate any laws applicable to it or any of its Affiliates or any of their respective properties or assets, or (4) except as specifically provided herein and in any related documents, require any filing with, or the obtaining of any further authorization, permit, or other consent from any Governmental Authority, or (5) require any further authorization or other consent from any person or body with authority over or within its organization.

(iv) Broker. Landlord and Tenant represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction. Tenant agrees to indemnify and hold harmless Landlord from any claims made by any broker should Tenant's representation in this paragraph be false. Landlord agrees to indemnify and hold harmless Tenant from any claims made by any broker should Landlord's representation in this paragraph be false. The foregoing indemnity shall include all legal fees and costs incurred in defense against any such claim.

(b) Landlord represents and warrants that

(i) no personal property is located on the Lease Area; and

(ii) to the best of its knowledge, there are no hazardous substances present on, in or under the Property in violation of any Applicable Law.

SECTION 23. MISCELLANEOUS PROVISIONS.

(a) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) Rules of Interpretation. References to sections are, unless the context otherwise requires, references to sections of this Lease. The words “hereto”, “hereof” and “hereunder” shall refer to this Lease as a whole and not to any particular provision of this Lease. The word “person” shall include individuals; partnerships; corporate bodies (including to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including” shall be deemed to be followed by the words “without limitation”.

(c) Entire Agreement/Amendment. This Lease contains the entire agreement of the Parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the Parties obligated under the amendment and notice thereof is recorded in the County Registry of Deeds.

(d) Severability. If any non-material part of this Lease is held to be unenforceable, the rest of the Lease will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Lease to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved under Section 21 (regarding dispute resolution) and an arbitrator may reform the Agreement as the arbitrator deems just and equitable in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(e) Waiver. The failure of either Party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Lease.

(f) Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

(g) No Assurance as to Development. Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of Tenant successfully developing, financing and/or constructing the Facility on the Lease Area.

(h) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Lease may often require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Lease specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party as required, in its reasonable discretion, and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder. Nothing herein shall obligate Landlord, as a Governmental Authority, to issue or approve any application by Tenant if it does not meet requirements and/or fails to receive approval.

(i) Business Days. Any payment or other obligation which is due to be performed on or before a day which is not a business day in the State where the Property is located may be performed on or before the next business day following the date provided herein.

(j) Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

SECTION 24. FAA PROVISIONS.

This Lease shall be subject and subordinate to the provisions of and requirements of any existing or future agreements and understandings between the Landlord and the Federal Aviation Administration relative to the development, operation and maintenance of the Lake in the Hills Airport as follows:

(a) This Lease shall be subject and subordinate at all times to all U.S. government and federal obligations which may now or may at any time hereafter be made upon the Property or any portion thereof, or upon Landlord's interest therein, so long as Landlord has obtained the agreement of the U.S. government or other agency administering a general obligation upon the Property, to this Lease, with an acknowledgement that any default by Landlord under any such federal obligation shall not result in termination of this Lease. This clause shall be self-operative, provided that in each such subordination the party to whom Tenant is subordinating agrees in writing with Tenant not to disturb Tenant in its quiet enjoyment of the Property for so long as Tenant attorns to the holder of such senior interest and abides by the terms and provisions of this Lease directly with the holder of such senior interest or with Landlord (as the holder of such senior interest may then direct). Nonetheless, in confirmation of such subordination, Tenant shall execute and deliver such further instrument(s) subordinating this Lease to the federal obligation as shall be desired by any party secured or proposed to be secured thereby, provided that in the case of each such subordination the party to whom such subordination is granted shall agree not to disturb Tenant in its quiet enjoyment of the Property on the terms set forth in this Lease.

(b) The following Federal Aviation Administration (FAA) provisions are included in this Lease:

(i) Notwithstanding anything in this Lease to the contrary, Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property together with the right to cause in said airspace such sound as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on the Property.

(ii) Tenant expressly agrees for itself, its successors and assigns, to prevent the use of the Property for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, take-off or maneuvering of aircraft.

(iii) Landlord retains the continuing right in the Property to prevent the erection or growth of any building, structure, tree, or other object extending into the airspace above the lowest elevation allowable over any portion of the Property per FAR part 77 and to remove from said airspace, at Tenant's expense or at the sole option of Landlord, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the Property together with the right of ingress to, passage over, and egress from the Property for the above purposes.

(iv) Tenant expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servient tenement, it being intended that the lands now and hereafter comprising the airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid airport shall cease to be used for airport purposes.

(v) Intentionally Deleted

(vi) It is mutually understood and agreed by the Parties hereto that nothing contained in this Lease shall be construed as granting or as authorizing the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958.

(vii) Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Property for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(viii) Tenant for itself, its personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.


Tenant shall include reference to terms and conditions of this Section 24 in the Memorandum of Lease.

[Intentional end of page. Signatures follow on next page(s).]

IN WITNESS WHEREOF, the Parties entered into this Ground Lease as of the Lease Effective Date.

TENANT:

BAP ILLINI LLC

By:  _____

Name: William Pham

Title: Authorized Officer

LANDLORD:

VILLAGE OF LAKE IN THE HILLS

By: _____

Name: _____

Title: Authorized Officer

Exhibits:

Glossary of Terms

- A: Property Description
- A-1: Depiction
- B: Lease Area and Easement Descriptions
- C: Form of Decommissioning Bond
- D: Decommissioning Bond Amount Schedule
- E: Existing Encumbrances
- F: Memorandum of Lease

GLOSSARY OF TERMS

As used herein, the following terms shall have the meanings set forth beside them:

“Access Road” is defined in Section 3(a)(i).

“Affiliate” means, as to any person or entity, any other person or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein.

“Commercial Operation” shall occur for the Facility when (i) Tenant has obtained all licenses, permits and approvals under Applicable Law necessary to install and operate the Facility, (ii) the Facility is connected to the Utility’s electricity distribution system, and (iii) the Facility is ready and able to generate and supply electricity to the Utility electricity distribution system.

“Commercial Operation Date” means the date the Facility achieves Commercial Operation and Tenant receives permission to operate the Facility from the Utility, notice of which Tenant shall provide to Landlord according to Section 6(d).

“County” means the county within which the Facility is located.

“Decommission” or “Decommissioning Obligations”: means performing the activities described in Section 5(c).

“Decommissioning Period” is defined in Section 4(a)(iii).

“Default” is defined in Section 17(a).

“Developer” means BAP Power Corporation, dba Cenergy Power, its successors and or assigns,

“Development and Construction Period” is defined in Section 4(a)(i).

“Easement(s)” shall mean those areas of land described in Section 3 as detailed in Exhibit B, until during the Development and Construction Period when Tenant shall determine the Easements’ boundaries by means of a survey, and such survey shall then define the Easements as an amendment to this Lease as a revised Exhibit B.

“Environmental Attributes” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other

entitlements, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes.

“Environmental Requirements” means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Lease Area or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder.

“Existing Encumbrances” mean those encumbrances and interests in the Lease Area set forth in Exhibit E attached hereto.

“Facility” means the solar-powered electric generating facility, optional energy storage device(s), and all related equipment and structures necessary or convenient for the Permitted Uses, including interconnection with the Utility, and the Access Road, to be installed by Tenant on the Lease Area in accordance with this Lease.

“Financing Party” is a person or persons providing all or a portion of the financing for the Facility or any person or persons providing a refinancing of any such financing, or any trustee for such person or persons.

“Force Majeure” is defined in Section 18.

“Governmental Authority” means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity, and includes any department, commission, bureau, board, administrative agency or regulatory body of any government expressly including, without limitation, the Federal Aviation Association.

“Hazardous Materials” means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any of the Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

“Indemnified Persons” is defined in Section 11(b).

“Indemnifying Party” is defined in Section 11(b).

“Initial Development and Construction Rent Payment” is defined in Section 7(a).

“Initial Operations Rent Payment” is defined in Section 7(b)(iii)

“Lease Area” means the Property, unless during the Development and Construction Period Tenant determines the boundaries of the final Lease Area, by means of a survey, which survey shall then define the Lease Area as an amendment to this Lease as a revised Exhibit B.

“Lease Effective Date” is the date indicated in the 1st paragraph of this Lease.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all reasonable attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Memorandum of Lease” is defined in Section 16(a).

“Non-payment Default” is defined in Section 17(a).

“Operating Year” means a twelve-month period commencing on an anniversary of the Commercial Operation Date (or with respect to the first Operating Year, commencing on the Commercial Operation Date) and ending on the date immediately preceding the next anniversary of the Commercial Operation Date.

“Operations Period” is defined in Section 4(a)(ii).

“Payment Default” is defined in Section 17(a).

“Permits” is defined in Section 5.

“Permitted Encumbrances” mean the Existing Encumbrances and any additional mortgages granted by Landlord in accordance with Section 9(b) hereof.

“Permitted Uses” means the use of the Lease Area, the Easements and Access Road (i) to develop, install, construct, interconnect, maintain, operate, repair, replace and decommission the Facility and/or energy storage device(s), (ii) to produce, deliver and sell electricity produced by the Facility, and associated Environmental Attributes and Tax Attributes, and (iii) to store such equipment, supplies, tools and replacement parts as reasonably required to accomplish (i) and (ii) above, including constructing a single story storage shed.

“Property” means the real property described in Exhibit A.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy generating facility.

“Rent” means the payments to be made in accordance with Section 7 hereof.

“Tax Attributes” means investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and/or operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation). Tax Attributes do not include Environmental Attributes.

“Term” means all of the Development and Construction Period, the Operations Period, and the Decommissioning Period, as such periods are described in Section 4.

“Utility” means the local electric power distribution company.

EXHIBIT A

PROPERTY DESCRIPTION

5. The Land is described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 17, THENCE SOUTH 89°-53'-52" WEST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83) ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 489.00 FEET TO THE POINT OF BEGINNING OF PARCEL TO BE DESCRIBED;

FROM THE POINT OF BEGINNING, THENCE SOUTH 26°-23'-12" EAST ALONG THE SOUTHWEST LINE OF THAT PARCEL DESCRIBED IN TRUSTEE'S DEED DATED JULY 8, 1996, AND RECORDED JULY 11, 1996, AS DOCUMENT NO. [96R035941](#) A DISTANCE OF 221.81 FEET TO A POINT ON A LINE PARALLEL WITH AND 438.00 FEET, MEASURED PERPENDICULAR, SOUTHWESTERLY OF THE OLD CENTERLINE OF PYOTT ROAD (FORMERLY CRYSTAL LAKE AND ALGONQUIN ROAD); THENCE SOUTH 24°-24'-53" EAST ALONG SAID PARALLEL LINE 506.00 FEET; THENCE SOUTH 89°-53'-52" WEST ALONG A LINE PARALLEL WITH AND 660.00 FEET, MEASURED PERPENDICULAR, SOUTH OF SAID NORTH LINE 2125.98 FEET TO A POINT ON THE NORTHEAST LINE OF THAT PARCEL DESCRIBED IN TRUSTEE'S DEED DATED DECEMBER 15, 2000, AND RECORDED JANUARY 24, 2001, AS DOCUMENT NO. [2001R0004781](#); THENCE NORTH 59°-29'-51" WEST ALONG SAID NORTHEAST LINE 418.04 FEET TO THE INTERSECTION OF SAID NORTHEAST LINE WITH THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 0°-00'-03" WEST ALONG SAID WEST LINE 447.17 FEET TO THE CENTER OF SAID SECTION 17; THENCE NORTH 89°-53'-52" EAST ALONG SAID NORTH LINE 1744.66 FEET TO A POINT ON THE WEST LINE OF THAT TRACT DESCRIBED IN A TRUSTEE'S DEED DATED AUGUST 7, 2002, AND RECORDED AUGUST 13, 2002, AS DOCUMENT NO. [2002R0070104](#); THENCE SOUTH 0°-37'-12" EAST ALONG THE WEST LINE OF SAID TRACT 12.00 FEET; THENCE NORTH 89°-53'-52" EAST ALONG THE SOUTH LINE OF SAID TRACT 165.32 FEET TO A POINT ON THE WEST LINE OF PARCEL 2C AS DESCRIBED IN A TRUSTEE'S DEED DATED JANUARY 7, 2003, AND RECORDED APRIL 14, 2003, AS DOCUMENT NO. [2003R0047006](#); THENCE SOUTH 0°-06'-08" EAST ALONG SAID WEST LINE OF PARCEL 2C A DISTANCE OF 9.00 FEET; THENCE NORTH 89°-53'-52" EAST ALONG THE SOUTH LINE OF SAID PARCEL 2C A DISTANCE OF 268.36 FEET; THENCE NORTH 0°-05'-04" WEST ALONG THE EAST LINE OF SAID PARCEL 2C A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

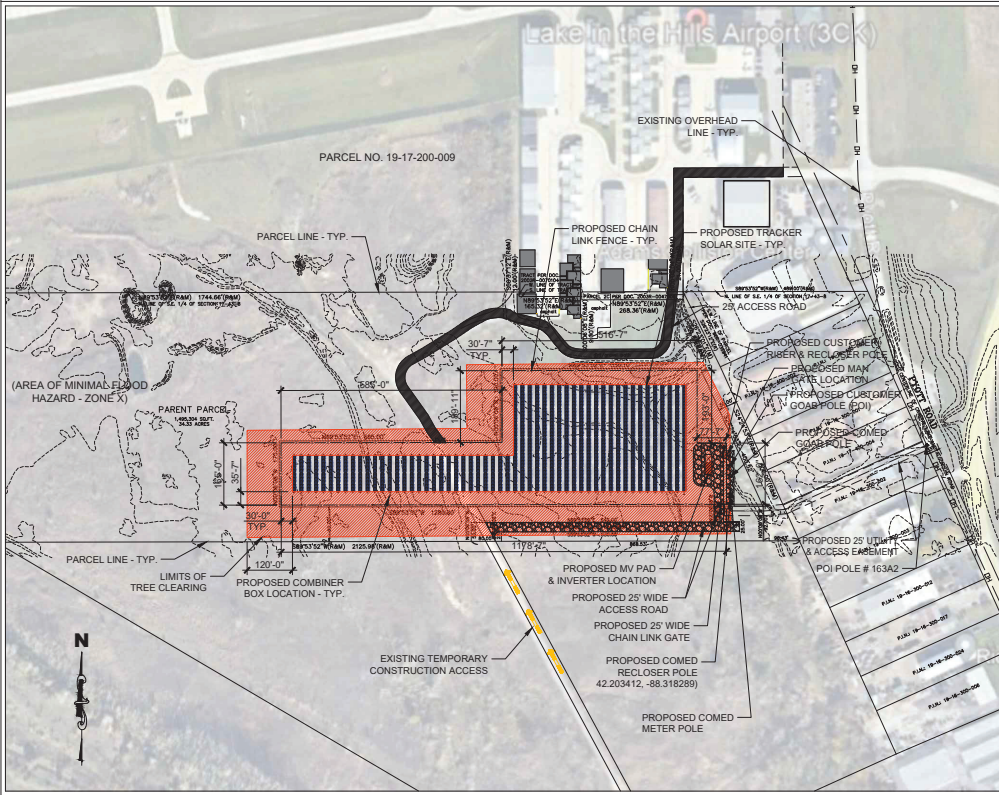
Parcel identification number of 19-174-00038 plus access and utility easements

EXHIBIT A-1
Preliminary Site Plan
(See attached.)

BAP ILLINI LLC

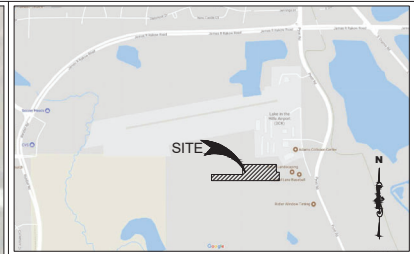
LAKE IN THE HILLS

8407 PYOTT RD, LAKE IN THE HILLS, IL 60156 GPS: 42.203412 -88.318289

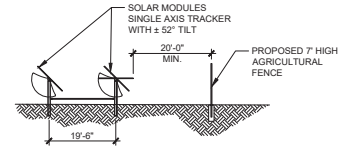


1 SOLAR POWER SYSTEM SITE LAYOUT

SCALE: 1"=120'



2 VICINITY MAP NOT TO SCALE



3 TYPICAL TRACKING RACK DETAIL NOT TO SCALE

MODULE: BOVIET SOLAR TECHNOLOGY, BVM7812M-540-H-HC-BF-DG, 540Wp.
TOTAL: 2,550 EA.

TOTAL STRINGS: 102 (25 MODULES/STRING).

TOTAL RACK: 24 RACKS (75 MODULES/RACK)
30 RACKS (25 MODULES/RACK).

INVERTER: YASKAWA SOLECTRIA SOLAR, XGI 1500-166/166 [600V], 166kW/kVA.
QTY: 6 EA.

RACKING SYSTEM: ATI TRACKER SYSTEM.

GROUND COVER RATIO: 38.6%.

FENCE: PROPOSED 7' HIGH CHAIN LINK FENCE.

TOTAL AREA: 6.63 ACRES (APPROX. INSIDE PERIMETER FENCE).

TOTAL CAPACITY: 1,377,000 kW-DC (STC).
996,000 kW (AC NAMEPLATE).

4 PROJECT DATA

CENERGY

SHEET NO. 1 OF 1

PROJECT: BAP ILLINI LLC LAKE IN THE HILLS, IL 60156 GPS: 42.203412 -88.318289

DATE: 10/20/2023

DRAWN BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

SCALE: 1"=120'

SHEET TITLE: SOLAR POWER SYSTEM SITE LAYOUT OPTION 1

PROJECT: BAP ILLINI LLC LAKE IN THE HILLS

PROJECT NO. SP-1

EXHIBIT B
LEASE AREA AND EASEMENTS DESCRIPTION

Lease Area:

The Lease Area shall mean the boundaries of a portion of the Property to be the final Lease Area by means of a survey, which survey shall then define the Lease Area and be as it appears in Exhibit B.

Easements:

The Easements shall mean those areas of land and rights thereon described in Section 3 of the Lease. During the Development and Construction Period Tenant may determine the Easements' boundaries by means of a survey, and such survey shall then define the Easements and shall be an amendment to this Lease as a revised Exhibit B.

EXHIBIT C
FORM of DECOMMISSIONING BOND

(See attached.)

Bond Effective Date:

Bond No.

DECOMMISSIONING BOND

KNOW ALL MEN BY THESE PRESENTS:

That BAP Illini LLC, a California limited liability company (hereinafter called Principal), as Principal and Arch Insurance Company, a corporation of the State of Missouri, with its Home Office in Philadelphia, PA, and duly authorized and licensed to do business in the State of Illinois (hereinafter called Surety), as Surety, are held and firmly bound unto Village of Lake in the Hills, Illinois (hereinafter called Town), in the full and just sum of One Hundred Seventy Five Thousand and xx/100 Dollars (\$175,000), to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Town, on _____, accepted Principal's estimate for decommissioning of the solar project to be located at or near 8407 Pyott Rd, Lake in the Hills, IL pursuant to the terms of the Ground Lease between Principal and Town dated _____ ("Ground Lease"), with adjustments to the bond amount on the terms as set forth in the Ground Lease.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said agreement, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that any and all claims by the Obligee shall be reimbursed by the Surety on the basis of reasonable, actual costs incurred of takeover by the Obligee. The Obligee, with the acceptance of this bond, acknowledges that the provision and conditions of this bond are specifically incorporated in the Contract as an amendment thereto and that the language of this bond shall supersede and preempt any Contract language to the contrary. Surety may terminate this bond and be released of further liability hereunder by delivering 60 days' notice to the obligee. Such termination shall take effect 60 days from the date said notice of cancellation is received by the Obligee. Regardless of the number of extensions of this bond, the aggregate liability of the Surety is limited to the penal amount and shall not be cumulative.

No right of action shall accrue on this bond to or for the use of any person, governmental entity or corporation other than the Obligee. Any suit under this bond must be instituted before the expiration of one (1) year from the first occurrence date of any event that forms the basis for the material service default underlying the Conditions Precedent unless such limitation is prohibited by the law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Signed and sealed on _____.

ATTEST: _____ (SEAL)

(If Corporate)

Arch Insurance Company

By _____
_____, Attorney-in-Fact



**EXHIBIT D
DECOMMISSIONING BOND AMOUNT SCHEDULE**

(See attached.)

Lake in the Hills - \$175,000 Initial Bond Amount

Bond Amount to be re-adjusted every 5 years computed at a 2% annual increase

Year	Bond Coverage	Bond Adjustment Period
1	\$175,000.00	Initial Amount
2	\$178,500.00	
3	\$182,070.00	
4	\$185,711.40	
5	\$189,425.63	1st adjustment
6	\$193,214.14	
7	\$197,078.42	
8	\$201,019.99	
9	\$205,040.39	
10	\$209,141.20	2nd adjustment
11	\$213,324.02	
12	\$217,590.50	
13	\$221,942.31	
14	\$226,381.16	
15	\$230,908.78	3rd adjustment
16	\$235,526.96	
17	\$240,237.50	
18	\$245,042.25	
19	\$249,943.09	
20	\$254,941.96	4th adjustment
21	\$260,040.79	
22	\$265,241.61	
23	\$270,546.44	
24	\$275,957.37	
25	\$281,476.52	5th adjustment

Plus Tenant extension options - at same bond adjustment terms

EXHIBIT E
EXISTING ENCUMBRANCES
(See attached.)

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

22004243DK

to be updated

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company 2128 Midlands Court, Suite 108 Sycamore, IL 60178 Main Phone: (815)758-5900 Email: ctsycamore@ctt.com	

Issued By: Chicago Title Company
2128 Midlands Court, Suite 108
Sycamore, IL 60178

Order Number: 22004243DK

Property Ref.: Lake in the Hills

SCHEDULE A

1. Commitment Date: March 22, 2022

2. Policy to be issued:

(a) ALTA Owner's Policy 2006

Proposed Insured: BAP Illini LLC

Proposed Policy Amount: \$10,000.00

3. The estate or interest in the Land described or referred to in this Commitment is:

The estate or interest in the land described below and covered herein is:

The leasehold estate (said leasehold estate being defined in paragraph 1.C. of the ALTA Leasehold endorsement(s) attached hereto), created by the instrument herein referred to as the lease, executed by: _____, as lessor, and _____, as lessee, dated _____, which lease was recorded _____ as document _____, which lease demises the following described land for a term of years beginning _____ and ending _____.

4. The Title is, at the Commitment Date, vested in:

Village of Lake in the Hills, a municipality corporation of Illinois

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE A
(continued)

Note: Schedule A to be modified to include the Lease Area description pursuant to ALTA survey and to include the access and utility easements pursuant to the Lease

5. The Land is described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 17, THENCE SOUTH 89°-53'-52" WEST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83) ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 489.00 FEET TO THE POINT OF BEGINNING OF PARCEL TO BE DESCRIBED;

FROM THE POINT OF BEGINNING, THENCE SOUTH 26°-23'-12" EAST ALONG THE SOUTHWEST LINE OF THAT PARCEL DESCRIBED IN TRUSTEE'S DEED DATED JULY 8, 1996, AND RECORDED JULY 11, 1996, AS DOCUMENT NO. [96R035941](#) A DISTANCE OF 221.81 FEET TO A POINT ON A LINE PARALLEL WITH AND 438.00 FEET, MEASURED PERPENDICULAR, SOUTHWESTERLY OF THE OLD CENTERLINE OF PYOTT ROAD (FORMERLY CRYSTAL LAKE AND ALGONQUIN ROAD); THENCE SOUTH 24°-24'-53" EAST ALONG SAID PARALLEL LINE 506.00 FEET; THENCE SOUTH 89°-53'-52" WEST ALONG A LINE PARALLEL WITH AND 660.00 FEET, MEASURED PERPENDICULAR, SOUTH OF SAID NORTH LINE 2125.98 FEET TO A POINT ON THE NORTHEAST LINE OF THAT PARCEL DESCRIBED IN TRUSTEE'S DEED DATED DECEMBER 15, 2000, AND RECORDED JANUARY 24, 2001, AS DOCUMENT NO. [2001R0004781](#); THENCE NORTH 59°-29'-51" WEST ALONG SAID NORTHEAST LINE 418.04 FEET TO THE INTERSECTION OF SAID NORTHEAST LINE WITH THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 0°-00'-03" WEST ALONG SAID WEST LINE 447.17 FEET TO THE CENTER OF SAID SECTION 17; THENCE NORTH 89°-53'-52" EAST ALONG SAID NORTH LINE 1744.66 FEET TO A POINT ON THE WEST LINE OF THAT TRACT DESCRIBED IN A TRUSTEE'S DEED DATED AUGUST 7, 2002, AND RECORDED AUGUST 13, 2002, AS DOCUMENT NO. [2002R0070104](#); THENCE SOUTH 0°-37'-12" EAST ALONG THE WEST LINE OF SAID TRACT 12.00 FEET; THENCE NORTH 89°-53'-52" EAST ALONG THE SOUTH LINE OF SAID TRACT 165.32 FEET TO A POINT ON THE WEST LINE OF PARCEL 2C AS DESCRIBED IN A TRUSTEE'S DEED DATED JANUARY 7, 2003, AND RECORDED APRIL 14, 2003, AS DOCUMENT NO. [2003R0047006](#); THENCE SOUTH 0°-06'-08" EAST ALONG SAID WEST LINE OF PARCEL 2C A DISTANCE OF 9.00 FEET; THENCE NORTH 89°-53'-52" EAST ALONG THE SOUTH LINE OF SAID PARCEL 2C A DISTANCE OF 268.36 FEET; THENCE NORTH 0°-05'-04" WEST ALONG THE EAST LINE OF SAID PARCEL 2C A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
10. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.
11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
12. The Company notes that the suggested legal description shown in Schedule "A" is for convenience only. A surveyor should be consulted to draft a proper legal description prior to the recording of documents.
13. The Company will require the following documents for review prior to the issuance of any title insurance predicated

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: BAP Illini LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

14. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Cenergy Power

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

15. In order for the Company to insure title coming through the leasehold of land from the municipality in title, we should be furnished a certified copy of the ordinance or resolution authorizing said lease.
16. The Lease creating the leasehold estate described in Schedule A hereof, or a proper Memorandum thereof, should be recorded.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

If a Memorandum of Lease is to be recorded, said Memorandum should contain the names of the parties, a description of the demised premises, the commencement and termination dates of said Lease and words of actual demise.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

17. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
18. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.
(This note will be waived for policy).

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- A 8. Taxes for the years 2021 and 2022.

Taxes for the years 2021 and 2022 are not yet due or payable.

Permanent Tax No.: [19-17-400-038](#)

Note: Taxes for the year 2020 are marked exempt.
- K 9. Notwithstanding Insuring Provision , this policy does not insure a legal right of access to and from said Land. This exception will need to be removed by title company
- L 10. Restriction contained in deed recorded March 31, 2009 as document [2009R0016176](#) as follows:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II
EXCEPTIONS
(continued)

The property interest of the Village of Lake in the Hills in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation, Division of Aeronautics. Further, in the event any such interest is no longer used for an approved airport purpose without the written approval of the Department, that interest shall revert to a public airport entity appointed by the Department. note: This will need to be approved

- F 11. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees. note: Need estoppel or affidavit that none effecting Lease Area or easements
- G 12. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein
- H 13. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- I 14. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.
- N 15. Grant of easement to Nicor Gas Company by Village of Lake in The Hills recorded October 10, 2018 as document [2018R0034639](#) and the terms and provisions contained therein Note: to be located - if within Lease Area or easements, consent

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

EXHIBIT F

Recording Requested By and

When Recorded Return To:

BAP ILLINI LLC
3176 Lionshead Ave
Carlsbad, CA 92010

(Space above this line for Recorder's use)

FORM of MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

Landlord: Village of Lake In the Hills

Email: _____

Tenant: BAP Illini LLC
c/o BAP Power Corporation, dba Cenergy Power
3176 Lionshead Ave, 2nd Floor
Carlsbad, CA 92010
Attn: Chad Chahbazi
Email: chad@cenergypower.com and
info@cenergypower.com

Description of Property: Certain real property depicted on Exhibit A attached hereto, being the property of _____

Lease Commencement and Effective Date: [Date].

Lease Term: Lease term consists of a Development and Construction Period, an Operations Period, and a Decommissioning Period. The Development and Construction Period of 365 days commences upon

the Lease Commencement Date, and is subject to two (2) extensions of six months each as set forth in the Lease. The Operations Period of 25 years commences on the Commercial Operations Date and is subject to two (2) five-year extensions. The Decommissioning Period commences upon the expiration of Operations Period and extensions and continues for 180 days, subject to conditions and other terms set forth in the Lease.

Additional Terms:

The Lease contains certain restrictions, covenants and conditions (“Appurtenant Restrictions”) that may affect the Property owned by Lessor including, without limitation, certain provisions and restrictions related to the Federal Aviation Administration. These Appurtenant Restrictions may be found in the Lease on file with Lessee.

Easements:

The Lease contains the following Easements affecting the Property:

[Intentional end of page. Signatures and acknowledgments follow on next page(s).]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Lease as of this ___ day of _____, 202__.

WITNESS:

LANDLORD:

Print name:

Print name:

STATE OF _____
COUNTY OF _____, 202__

Then personally appeared before me the above-named _____,
duly authorized _____ of the _____, as aforesaid, and
acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the
free act and deed of _____).

Notary Public

Name: _____

My Commission Expires: ____

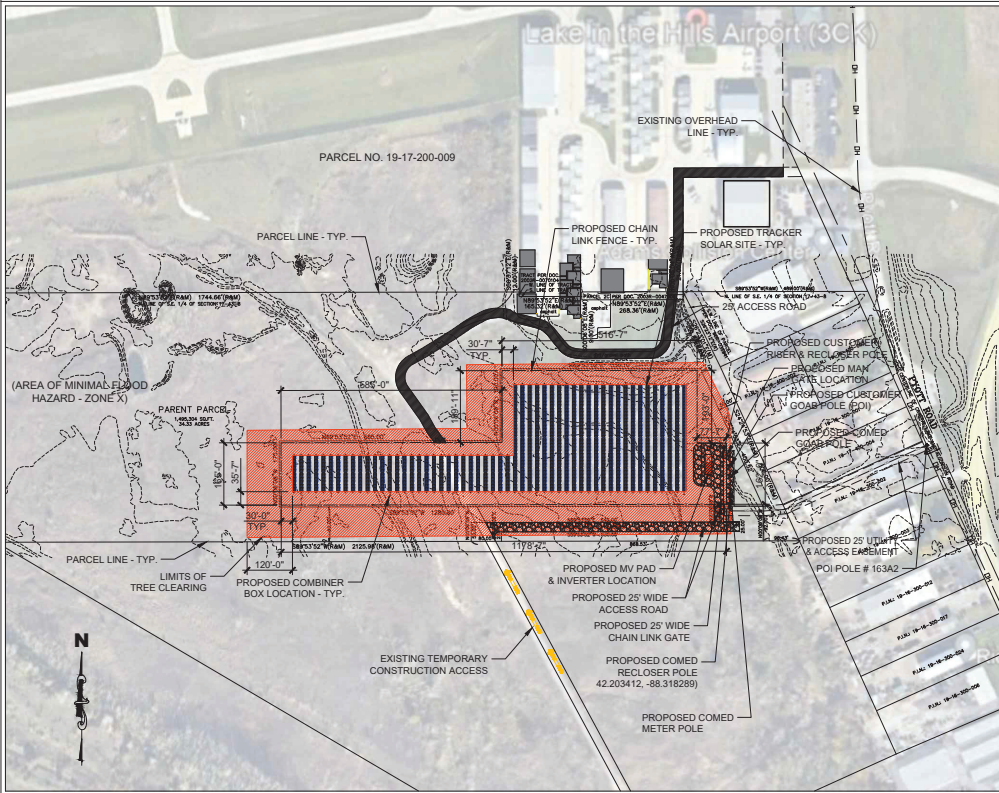
EXHIBIT A
to Memorandum of Lease

Description of Property

BAP ILLINI LLC

LAKE IN THE HILLS

8407 PYOTT RD, LAKE IN THE HILLS, IL 60156 GPS: 42.203412 -88.318289

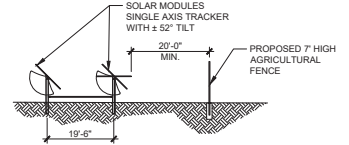


1 SOLAR POWER SYSTEM SITE LAYOUT

SCALE: 1"=120'



2 VICINITY MAP NOT TO SCALE



3 TYPICAL TRACKING RACK DETAIL NOT TO SCALE

MODULE: BOVIET SOLAR TECHNOLOGY, BVM7812M-540-HHC-BF-DG, 540Wp.
TOTAL: 2,550 EA.

TOTAL STRINGS: 102 (25 MODULES/STRING).

TOTAL RACK: 24 RACKS (75 MODULES/RACK)
30 RACKS (25 MODULES/RACK).

INVERTER: YASKAWA SOLECTRIA SOLAR, XGI 1500-166/166 [600V], 166kW/kVA,
QTY: 6 EA.

RACKING SYSTEM: ATI TRACKER SYSTEM.

GROUND COVER RATIO: 38.6%.

FENCE: PROPOSED 7' HIGH CHAIN LINK FENCE.

TOTAL AREA: 6.63 ACRES (APPROX. INSIDE PERIMETER FENCE).

TOTAL CAPACITY: 1,377,000 kW-DC (STC).
996,000 kW (AC NAMEPLATE).

4 PROJECT DATA

CENERGY
PROFESSIONAL ENGINEERING
1200 W. WASHINGTON ST., SUITE 100
LAKE IN THE HILLS, IL 60156
TEL: 815.233.1234
WWW.CENERGY.COM

NO.	DATE	DESCRIPTION
1	11/15/2024	ISSUED FOR PERMITTING
2	11/15/2024	ISSUED FOR PERMITTING
3	11/15/2024	ISSUED FOR PERMITTING
4	11/15/2024	ISSUED FOR PERMITTING
5	11/15/2024	ISSUED FOR PERMITTING
6	11/15/2024	ISSUED FOR PERMITTING
7	11/15/2024	ISSUED FOR PERMITTING
8	11/15/2024	ISSUED FOR PERMITTING
9	11/15/2024	ISSUED FOR PERMITTING
10	11/15/2024	ISSUED FOR PERMITTING
11	11/15/2024	ISSUED FOR PERMITTING
12	11/15/2024	ISSUED FOR PERMITTING
13	11/15/2024	ISSUED FOR PERMITTING
14	11/15/2024	ISSUED FOR PERMITTING
15	11/15/2024	ISSUED FOR PERMITTING
16	11/15/2024	ISSUED FOR PERMITTING
17	11/15/2024	ISSUED FOR PERMITTING
18	11/15/2024	ISSUED FOR PERMITTING
19	11/15/2024	ISSUED FOR PERMITTING
20	11/15/2024	ISSUED FOR PERMITTING
21	11/15/2024	ISSUED FOR PERMITTING
22	11/15/2024	ISSUED FOR PERMITTING
23	11/15/2024	ISSUED FOR PERMITTING
24	11/15/2024	ISSUED FOR PERMITTING
25	11/15/2024	ISSUED FOR PERMITTING
26	11/15/2024	ISSUED FOR PERMITTING
27	11/15/2024	ISSUED FOR PERMITTING
28	11/15/2024	ISSUED FOR PERMITTING
29	11/15/2024	ISSUED FOR PERMITTING
30	11/15/2024	ISSUED FOR PERMITTING
31	11/15/2024	ISSUED FOR PERMITTING
32	11/15/2024	ISSUED FOR PERMITTING
33	11/15/2024	ISSUED FOR PERMITTING
34	11/15/2024	ISSUED FOR PERMITTING
35	11/15/2024	ISSUED FOR PERMITTING
36	11/15/2024	ISSUED FOR PERMITTING
37	11/15/2024	ISSUED FOR PERMITTING
38	11/15/2024	ISSUED FOR PERMITTING
39	11/15/2024	ISSUED FOR PERMITTING
40	11/15/2024	ISSUED FOR PERMITTING
41	11/15/2024	ISSUED FOR PERMITTING
42	11/15/2024	ISSUED FOR PERMITTING
43	11/15/2024	ISSUED FOR PERMITTING
44	11/15/2024	ISSUED FOR PERMITTING
45	11/15/2024	ISSUED FOR PERMITTING
46	11/15/2024	ISSUED FOR PERMITTING
47	11/15/2024	ISSUED FOR PERMITTING
48	11/15/2024	ISSUED FOR PERMITTING
49	11/15/2024	ISSUED FOR PERMITTING
50	11/15/2024	ISSUED FOR PERMITTING
51	11/15/2024	ISSUED FOR PERMITTING
52	11/15/2024	ISSUED FOR PERMITTING
53	11/15/2024	ISSUED FOR PERMITTING
54	11/15/2024	ISSUED FOR PERMITTING
55	11/15/2024	ISSUED FOR PERMITTING
56	11/15/2024	ISSUED FOR PERMITTING
57	11/15/2024	ISSUED FOR PERMITTING
58	11/15/2024	ISSUED FOR PERMITTING
59	11/15/2024	ISSUED FOR PERMITTING
60	11/15/2024	ISSUED FOR PERMITTING
61	11/15/2024	ISSUED FOR PERMITTING
62	11/15/2024	ISSUED FOR PERMITTING
63	11/15/2024	ISSUED FOR PERMITTING
64	11/15/2024	ISSUED FOR PERMITTING
65	11/15/2024	ISSUED FOR PERMITTING
66	11/15/2024	ISSUED FOR PERMITTING
67	11/15/2024	ISSUED FOR PERMITTING
68	11/15/2024	ISSUED FOR PERMITTING
69	11/15/2024	ISSUED FOR PERMITTING
70	11/15/2024	ISSUED FOR PERMITTING
71	11/15/2024	ISSUED FOR PERMITTING
72	11/15/2024	ISSUED FOR PERMITTING
73	11/15/2024	ISSUED FOR PERMITTING
74	11/15/2024	ISSUED FOR PERMITTING
75	11/15/2024	ISSUED FOR PERMITTING
76	11/15/2024	ISSUED FOR PERMITTING
77	11/15/2024	ISSUED FOR PERMITTING
78	11/15/2024	ISSUED FOR PERMITTING
79	11/15/2024	ISSUED FOR PERMITTING
80	11/15/2024	ISSUED FOR PERMITTING
81	11/15/2024	ISSUED FOR PERMITTING
82	11/15/2024	ISSUED FOR PERMITTING
83	11/15/2024	ISSUED FOR PERMITTING
84	11/15/2024	ISSUED FOR PERMITTING
85	11/15/2024	ISSUED FOR PERMITTING
86	11/15/2024	ISSUED FOR PERMITTING
87	11/15/2024	ISSUED FOR PERMITTING
88	11/15/2024	ISSUED FOR PERMITTING
89	11/15/2024	ISSUED FOR PERMITTING
90	11/15/2024	ISSUED FOR PERMITTING
91	11/15/2024	ISSUED FOR PERMITTING
92	11/15/2024	ISSUED FOR PERMITTING
93	11/15/2024	ISSUED FOR PERMITTING
94	11/15/2024	ISSUED FOR PERMITTING
95	11/15/2024	ISSUED FOR PERMITTING
96	11/15/2024	ISSUED FOR PERMITTING
97	11/15/2024	ISSUED FOR PERMITTING
98	11/15/2024	ISSUED FOR PERMITTING
99	11/15/2024	ISSUED FOR PERMITTING
100	11/15/2024	ISSUED FOR PERMITTING

CENERGY
PROFESSIONAL ENGINEERING
1200 W. WASHINGTON ST., SUITE 100
LAKE IN THE HILLS, IL 60156
TEL: 815.233.1234
WWW.CENERGY.COM

SP-1
SOLAR POWER SYSTEM SITE LAYOUT
OPTION 1
DRAWING NO. 24-104



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Public Works
SUBJECT: Runway 8/26 Rehabilitation & Reprofilng Project Award Concurrence

EXECUTIVE SUMMARY

Staff seeks concurrence from the Village Board of Trustees to allow the State of Illinois to award the Rehabilitation of Runway 8-26 Electrical project to William Charles Construction Co, LLC, d/b/a William Charles Electric.

On August 5, 2022, the Illinois Department of Transportation (IDOT) opened bids from companies to rehabilitate the runway electrical at Lake in the Hills Airport. Two bids were received and William Charles Construction Co, LLC is the apparent low bidder with a price of \$1,163,001.76.

The attached document indicates unit prices for the electrical project included in William Charles' bid. Before IDOT can officially award the project, William Charles will need to meet all post-letting requirements including bonding and Disadvantaged Business Enterprise (DBE) certification; however, IDOT is seeking concurrence from the Village before they move forward with the award process. The work is anticipated to start on May 1, 2023.

FINANCIAL IMPACT

The Village will be responsible for 5% of the total for the entire runway 8/26 electrical project which is expected to be \$1,163,001.76. The Village's portion will be \$67,650. These amounts were included in the Airport's 2023 budget.

ATTACHMENTS

1. Award Concurrence Letter

RECOMMENDED MOTION

Motion of concurrence from the Village Board of Trustees to allow the State of Illinois to award the runway 8/26 rehabilitation and reprofilng project to William Charles Construction Co, LLC, d/b/a William Charles Electric.



Illinois Department of Transportation

Office of Intermodal Project Implementation / Division of Aeronautics
1 Langhorne Bond Drive / Springfield, Illinois 62707-8415

December 2, 2022

Mr. Michael Peranich
Airport Manager
Lake in the Hills Airport
8407 Pyott Road
Lake in the Hills, IL 60156

Re: Item 01A – August 5, 2022 Letting
Lake in the Hills Airport
Illinois Project Number 3CK-4874
SBG Project Number 3-17-SBGP-156/184/193
Contract Number LK015

Dear Mr. Peranich:

Enclosed for your information is one copy of the Contract Schedule of Unit Prices for the referenced project. We recommend and request your concurrence in awarding the contract to the low bidder, William Charles Construction Co, LLC (d/b/a) William Charles Electric, in the amount of \$1,163,001.76.

Please sign and return this letter indicating your concurrence and authorization in awarding this project within 30 days.

This request is made subject to the contractor's compliance with all DBE, bonding, and other post-letting administrative requirements.

If you have any questions concerning this matter, please contact me at (217) 785-5746 or Joseph.Staats@illinois.gov.

Sincerely,

A handwritten signature in blue ink that reads "Joseph Staats".

Joseph Staats, P.E.
Section Chief of Airport Design

Award Concurrence/Authorization

(Sponsor Signature and Title)

Enclosure (1)
JKS/nr

cc: Richard Borus, P.E., Acting Bureau Chief of Airport Engineering
Travis A. Strait, P.E., Crawford, Murphy & Tilly, Inc.

ELMS012:DTGB2390:ELMR090
 08/17/22 08:15:54
 LETTING TYPE: AERONAUTICS
 RESPONSIBLE DISTRICT: 01

ILLINOIS DEPARTMENT OF TRANSPORTATION
 CONTRACT SCHEDULE OF AWARDED PRICES

PAGE 1
 LETTING DATE 08/05/2022
 LETTING ITEM NBR 001A
 CONTRACT NBR LK015

COUNTY NAME/CODE	SECTION	PROJECT NUMBER	ROUTE(S)
MCHENRY /111	LAKE IN THE HILLS	317SBGPTBD-3CK /487/4	

PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
AR107408	L-806 WIND CONE-8' LIGHTED	2.000	EACH	12,023.5100	24,047.02
AR108158	1/C #8 5 KV UG CABLE IN UD	9,800.000	FOOT	10.5000	102,900.00
AR108258	2/C #8 5 KV UG CABLE IN UD	800.000	FOOT	9.0400	7,232.00
AR108706	1/C #6 COUNTERPOISE	9,850.000	FOOT	3.3700	33,194.50
AR109110	ERECT PREFABRICATED VAULT	1.000	L SUM	202,778.0100	202,778.01
AR109321	10 KW REGULATOR, STYLE 1	2.000	EACH	16,162.9300	32,325.86
AR109400	POWER DISTRIBUTION SYSTEM	1.000	L SUM	25,872.5200	25,872.52
AR109610	L-854 PCAL SYSTEM	1.000	L SUM	7,636.3900	7,636.39
AR110012	2" DIRECTIONAL BORE	405.000	FOOT	44.9500	18,204.75
AR110013	3" DIRECTIONAL BORE	340.000	FOOT	66.5900	22,640.60
AR115615	ELECTRICAL HANDHOLE, HIGH VOLTAGE	1.000	EACH	18,914.2500	18,914.25
AR115620	ELECTRICAL HANDHOLE, LOW VOLTAGE	1.000	EACH	18,914.2500	18,914.25
AR125442	TAXI GUIDANCE SIGN, 2 CHARACTER	4.000	EACH	12,748.1700	50,992.68
AR125443	TAXI GUIDANCE SIGN, 3 CHARACTER	8.000	EACH	12,849.2100	102,793.68
AR125446	TAXI GUIDANCE SIGN, 6 CHARACTER	3.000	EACH	16,072.5500	48,217.65
AR125505	MIRL, STAKE MOUNTED	27.000	EACH	1,173.5100	31,684.77
AR125510	MIRL, BASE MOUNTED	8.000	EACH	2,958.7100	23,669.68
AR125545	MI THRESHOLD LIGHT BASE MTD	16.000	EACH	1,469.7200	23,515.52
AR125610	REILS	2.000	PAIR	37,957.1900	75,914.38
AR125901	REMOVE STAKE MOUNTED LIGHT	48.000	EACH	174.4300	8,372.64
AR125906	REMOVE SPLICE CAN	10.000	EACH	393.2700	3,932.70
AR125912	REMOVE RETROREFLECTIVE MARKER	16.000	EACH	85.0800	1,361.28
AR125968	RELOCATE PAPI	2.000	EACH	51,333.8500	102,667.70

ELMS012:DTGB2390:ELMR090
 08/17/22 08:15:54
 LETTING TYPE: AERONAUTICS
 RESPONSIBLE DISTRICT: 01

ILLINOIS DEPARTMENT OF TRANSPORTATION
 CONTRACT SCHEDULE OF AWARDED PRICES

PAGE 2
 LETTING DATE 08/05/2022
 LETTING ITEM NBR 001A
 CONTRACT NBR LK015

COUNTY NAME/CODE	SECTION	PROJECT NUMBER	ROUTE(S)
MCHENRY /111	LAKE IN THE HILLS	317SBGPTBD-3CK /487/4	

PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
AR150510	ENGINEER'S FIELD OFFICE	1.000	L SUM	12,085.0500	12,085.05
AR150520	MOBILIZATION	1.000	L SUM	57,283.1300	57,283.13
AR800893	2-WAY 2" DIRECTIONAL BORE	65.000	FOOT	91.0400	5,917.60
AR800894	3-WAY 3" DIRECTIONAL BORE	65.000	FOOT	97.4900	6,336.85
AR800895	2-WAY 2" PVC SCHEDULE 80 CONDUIT, D	60.000	FOOT	49.6300	2,977.80
AR800896	3-WAY 3" PVC SCHEDULE 80 CONDUIT, D	60.000	FOOT	69.1200	4,147.20
AR800897	2 #6 XLP-USE, 1 #8 GND IN 1" UD	5,870.000	FOOT	10.8100	63,454.70
AR800898	3 #6 XLP-USE, 1 #8 GND IN 1" UD	540.000	FOOT	12.0100	6,485.40
AR800899	2 #8 XLP-USE, 1 #8 GND IN 1" UD	1,260.000	FOOT	13.1200	16,531.20
CONTRACT TOTAL AWARD					1,163,001.76

*** END OF REPORT ***



REQUEST FOR BOARD ACTION

MEETING DATE: December 6, 2022
DEPARTMENT: Parks and Recreation
SUBJECT: Lynn Dillow Park Playground Replacement Project

EXECUTIVE SUMMARY

The Village plans to replace the existing playground equipment at Lynn Dillow Park in FY23. Originally anticipated for a 2022 replacement, the project was delayed until the Spring of 2023 due to staff onboarding, project discussion, lead times, and favorable weather. Throughout 2022 multiple meetings occurred and steps were taken to solicit and incorporate resident feedback, resulting in a Parks and Recreation (P&R) Board recommendation.

In 2021, as staff was preparing the FY2022 budget, feedback from the Parks and Recreation Board to allow for flexibility to incorporate inclusive features in the playground design at Lynn Dillow Park was presented to the Village Board, resulting in an approved budget line item in the amount of \$223,000. After conducting multiple surveys and hosting focus group discussions about the playground, the Village released an RFP on April 21, 2022. Unfortunately, staff had concerns with each of the submittals. The complications consisted of incomplete or missing documents and also documents that were (improperly) submitted by email, instead of being submitted within a sealed bid.

Staff provided an overview of the RFP process and the complications to the Village Board at the May 24 Committee of the Whole Meeting. Two days later, at the May 26 Village Board Meeting, the Village Board voted to reject all bids and waive the competitive bidding requirements for this project, allowing staff to work directly with each company.

On June 10, staff released two surveys. Both surveys asked participants to rank each final design concept in order of preference; one survey was designed for Village residents and the other was designed for the Lynn Dillow Focus Group that was established earlier in 2022. Concept #3 was the preferred design concept from the resident survey results. Concept #4 was the preferred design for the Lynn Dillow Focus Group. In both surveys, Concept #2 came in second place. The results from both surveys are included as Attachment 1 and Attachment 2, respectively.

During the August 4, 2022 Parks and Recreation Board meeting, staff presented the survey results along with the four concept plans. While both of the surveys had indicated favorable results for Concept #3 and Concept #4, both of these playground designs were provided by the same company who was unresponsive throughout the process and who had not initially provided Pour-In-Place (PIP) surfacing

which is often included in inclusive play areas. Once alerted to this oversight, the vendor modified their concept drawing to include PIP areas; however, this put their project costs over budget by over \$25,000. As a result, staff made the recommendation to pursue Concept #2 as presented by Play Illinois, including BCI Burke playground equipment as presented in their proposal (Attachment 3).

The Parks and Recreation Board meetings in September and October finalized the playground elements and color scheme to be included in the final design (Attachment 4). It should be noted that the final design is presented to the Village Board with a majority, but not unanimous, Parks and Recreation Board recommendation. This is due to the preferences of the playground color scheme.

The recommendation is for the Village Board to authorize the Village Administrator to enter into an agreement with Play Illinois, LLC for the replacement of the playground at Lynn Dillow Park in a cost not to exceed \$222,788. The final agreement is outlined in attachment 5.

FINANCIAL IMPACT

Play Illinois provided various elements for consideration. These optional designs, and corresponding costs, are outlined in the table below.

CONCEPT #2			
Additional Features	2022 Budget Amount	Price	Over/Under Budget
Tri- Rider	\$223,000	\$222,788	\$212

ATTACHMENTS

1. Village Resident Survey Results
2. Focus Group Survey Results
3. Play Illinois Proposal
4. Final Lynn Dillow Playground Design
5. Final Agreement (Play Illinois)

RECOMMENDED MOTION

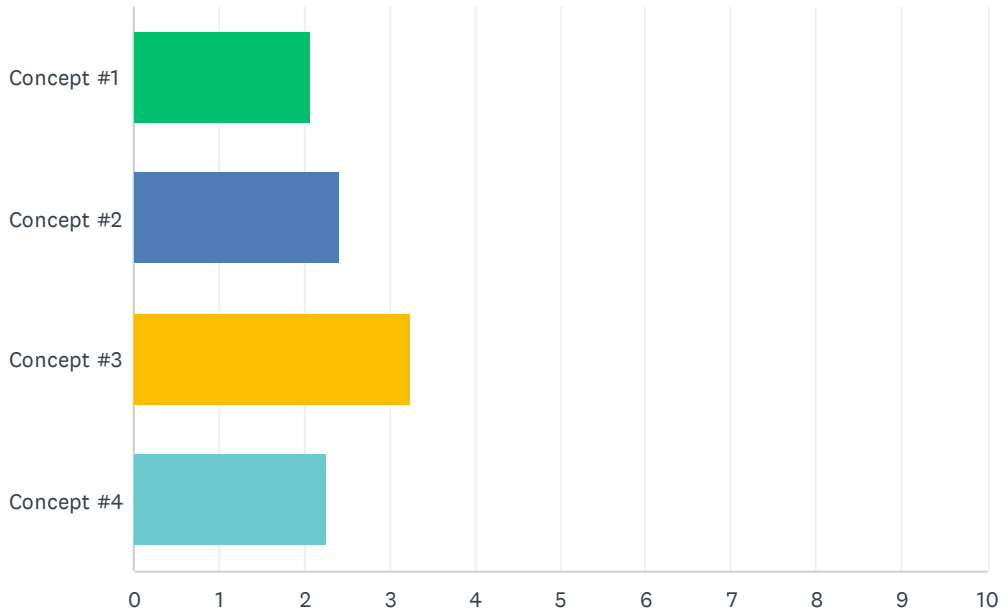
Motion to authorize the Village Administrator to enter into an agreement with Play Illinois, LLC of Westmont, IL for the replacement of the Lynn Dillow Playground in the amount of \$222,788.00.

Attachment 1

Village Resident Survey Results

Q2 Please rank the following Lynn Dillow Park Playground concept plans (1 being your favorite and 4 being your least favorite).

Answered: 97 Skipped: 0



	1	2	3	4	TOTAL	SCORE
Concept #1	11.34% 11	20.62% 20	31.96% 31	36.08% 35	97	2.07
Concept #2	17.53% 17	24.74% 24	40.21% 39	17.53% 17	97	2.42
Concept #3	56.70% 55	21.65% 21	11.34% 11	10.31% 10	97	3.25
Concept #4	14.43% 14	32.99% 32	16.49% 16	36.08% 35	97	2.26

Q3 Do you have any other comments or feedback you would like to share with us? We'd love to see your ideas and creativity!

Answered: 35 Skipped: 62

#	RESPONSES	DATE
1	Looks like concept 3 and 4 had less ADA opportunities and I think the tall slide on 3 couldn't be accessible at all.	6/26/2022 5:10 PM
2	Any type of splash pad or water activity would be great! There is a very large open field behind the park that is not being used.	6/25/2022 5:41 PM
3	Safety first	6/24/2022 10:18 PM
4	Please increase the amount of shaded seating for parents/grown ups. This is very important. Parents don't want to sit on the ground at these very popular parks. Thank you!!	6/23/2022 5:59 PM
5	No	6/22/2022 1:09 PM
6	Keep in mind material that won't heat up as much, and provide as much areas with shade as possible!	6/22/2022 1:02 PM
7	No	6/22/2022 12:18 PM
8	3 is different than what's around everywhere else. 1 and 2 seem to be limiting to certain ages and seems typical of what's around already. Also seems like a few of the items would eventually end up broken/worn. Have you considered a small basketball court for the younger groups w/ smaller hoops like Deicke park? Sand pits? What about those older pole games where you toss the ball around (can't think of the name - teatherball maybe?), some permanent hopscotch or 4 corners drawn in?	6/22/2022 12:09 PM
9	Definite Would love zip line and walking path	6/22/2022 11:57 AM
10	Not at this time	6/21/2022 6:16 AM
11	All the kids want a zip line like Kaper Park. They will wait in line to keep doing it, over and over.	6/21/2022 6:14 AM
12	Public pool, tennis courts	6/20/2022 6:41 PM
13	Please, have a baseball and basketball field. Maybe a skateboard area. Anything for kids 12 and up. Tennis courts, etc	6/20/2022 2:04 PM
14	Kids will love zillion	6/18/2022 9:58 PM
15	My kids have a large age gap. We love parks that can meet the needs of both kindergartners and pre teens.	6/18/2022 9:57 PM
16	Zip line feature is a must!! Added shade options for parents is a HUGE bonus too...not many parks take that into consideration.	6/18/2022 9:31 PM
17	Splash pad addition?	6/18/2022 8:41 PM
18	Please include monkey bars for small kids.	6/18/2022 8:30 PM
19	My kids are super excited about the new park. We're all rooting for plan #3!	6/18/2022 7:55 PM
20	It would be great to have a splash pad	6/18/2022 7:09 PM
21	Please make sure that there are benches or a gazebo for shade or both!	6/18/2022 7:05 PM
22	Personally looking for something for young kids to grow into. Professionally looking for something accessible. No woodchips please!	6/18/2022 6:57 PM
23	Would love a park with a zip line!	6/18/2022 6:55 PM

Lynn Dillow Park Playground Final Design Concept Survey

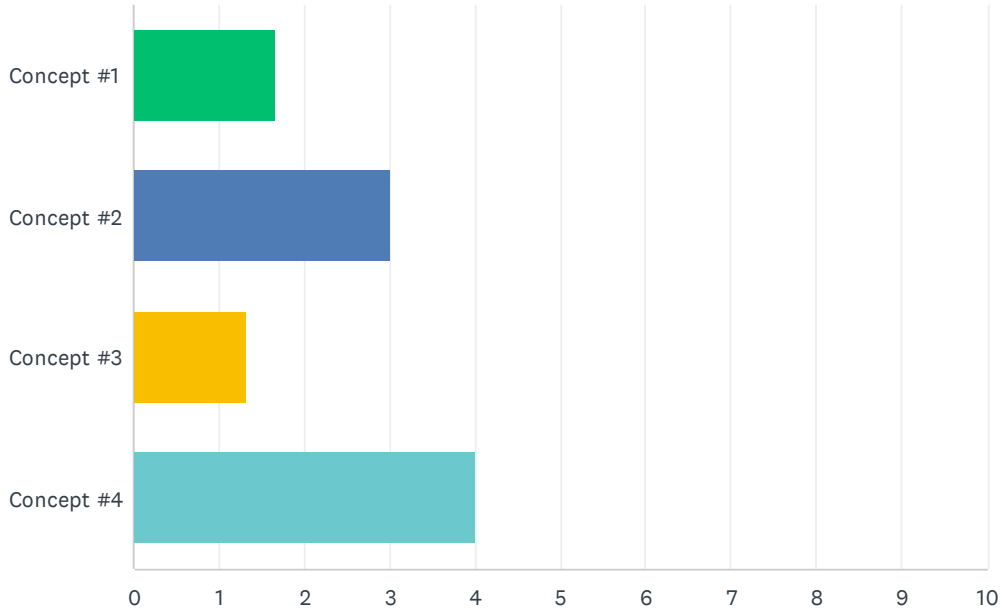
24	keep the frog!!!!	6/17/2022 6:03 PM
25	Love #3 because it offers play equipment for older and younger kids. Thank you for asking!	6/17/2022 3:22 PM
26	Would love to use the field for baseball field, or something for the bigger kids. We have many kids in our neighborhood that are over 8 years old. I'd love to be inclusive of their needs as to the little ones. I love the zip line and the taller slide, but with just the small half court basketball court is not enough for our older kids. Maybe a bigger basketball court in field, and a track that walks around the park and field?	6/14/2022 8:47 AM
27	We love the overall setup of #3 with the tall slide and the zip line. With #4 we appreciate that there is a section more so for toddlers and younger kids.	6/13/2022 2:45 PM
28	It was tough to rank the proposals! Each has fun activities for the kids. I really want to see a generational swing and plenty of shade at our park. PLEASE also include a covered gazebo and picnic table like we have presently. The Concept #3 tower looks frighteningly high! Thank you for asking for our input; we're all excited about our new park. How can we prevent vandalism? We would hate to see our new park damaged the way it presently is. So sad.	6/11/2022 9:20 PM
29	A couple ideal things that we would like to see would be a tire swing and for the swings to be very tall. My kids tend to gravitate to tire swings and they usually like the longer arc of higher swings.	6/11/2022 8:29 PM
30	add special needs items	6/11/2022 11:38 AM
31	More than one zip line would be nice. We have seen a double side-by-side one at other parks. Also, more than two "big kid" swings.	6/11/2022 9:03 AM
32	Please keep the gazebo, the bench swing and the basketball court. Basketball court gets used by older kids	6/10/2022 6:43 PM
33	Can a zip line be added to design 4?	6/10/2022 5:42 PM
34	I want to see the gazebo remain-it is a wonderful shaded area for families to gather. Also, I don't see the basketball court on any of these options. It gets A LOT of use, and I don't want to see it go. The court needs repair and I hope that is what happens instead of taking it away. I feel that none of the options provides enough swings-I have been at the park when they are all full. Also, I understand that with the recycled rubber grounds it means less money yearly replacing the mulch, but you will find that the kids will destroy this type of ground. We already have vandalism issues at Lynn Dillow, and anywhere I have seen this type of surface, the kids find a way to dig/tear it up and then you will be spending more on patches. I would just keep the mulch.	6/10/2022 5:20 PM
35	Like to see an adult covered area	6/10/2022 5:14 PM

Attachment 2

Focus Group Village Resident Survey Results

Q2 Please rank the following Lynn Dillow Park Playground concept plans (1 being your favorite and 4 being your least favorite).

Answered: 3 Skipped: 0



	1	2	3	4	TOTAL	SCORE
Concept #1	0.00% 0	0.00% 0	66.67% 2	33.33% 1	3	1.67
Concept #2	0.00% 0	100.00% 3	0.00% 0	0.00% 0	3	3.00
Concept #3	0.00% 0	0.00% 0	33.33% 1	66.67% 2	3	1.33
Concept #4	100.00% 3	0.00% 0	0.00% 0	0.00% 0	3	4.00

Q3 Do you have any other comments or feedback you would like to share with us? We'd love to see your ideas and creativity!

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	Please provide plenty of shade, generation swings, a basketball court, places to sit, and a picnic table under a gazebo. THANK YOU for surveying us and providing feedback!	6/24/2022 1:36 PM
2	Not in favor of enclosed slides and I may not have seen it well but shelters for sitting will be awesome. Appreciate many of the interactive inclusions.	6/17/2022 7:02 PM
3	We liked the nature theme, we wanted a generation swing and we liked the idea of having the larger playground on one side and the other one of the other side.	6/11/2022 10:03 AM

Village of Lake in the Hills Lynn Dillow Park

Proposal # 129-150457-4
September 22, 2022

Presented by
Play Illinois, LLC



Burke®



September 22, 2022

Scott Parchutz
Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, IL 60156

Dear Scott Parchutz:

Play Illinois, LLC is delighted to provide Village of Lake in the Hills with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Play Illinois, LLC is confident that this proposal will satisfy Village of Lake in the Hills's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with Village of Lake in the Hills. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Cheryl Parson
Play Illinois, LLC
310 N Grant Street
Westmont, IL 60559

Design Summary

Play Illinois, LLC is very pleased to present this Proposal for consideration for the Lynn Dillow Park located in Lake in the Hills. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Village of Lake in the Hills. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Lynn Dillow Park
- Project Number: 129-150457-4
- User Capacity: 141
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 133' 9" x 103' 0"
- Designer Name: Hunter Mielke

Play Illinois, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Lynn Dillow Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 129-150457-4 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Lynn Dillow Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

5228 SQ.FT.

PERIMETER
724 FT.

STRUCTURE SIZE
133' 9" x 103' 0"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



Registered
to ISO 9001



Registered
to ISO 14001

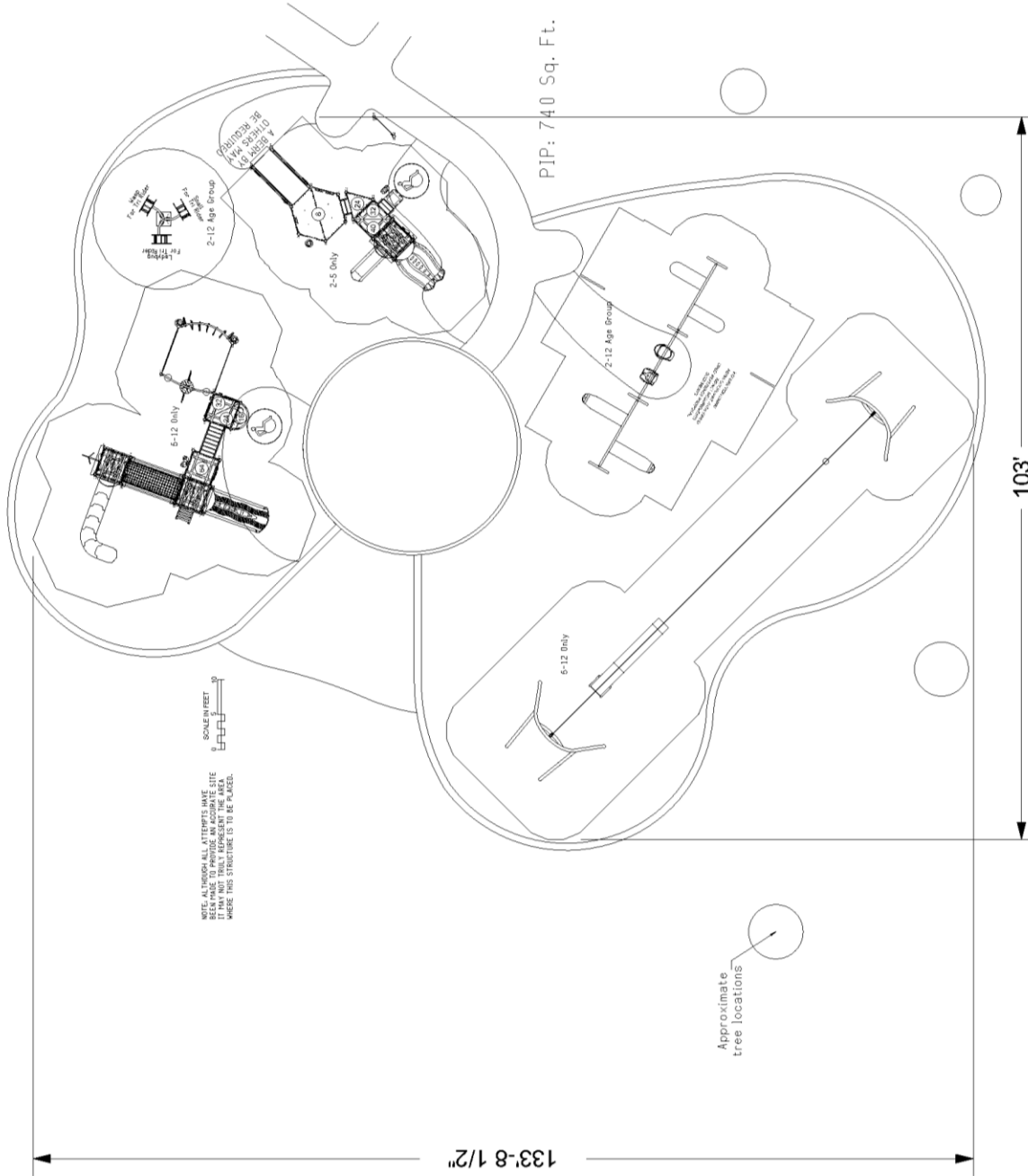


To verify product certification,
visit www.ipema.org

The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F1487.
To verify product certification,
visit www.ipema.org

The space requirements shown
here are to ASTM standards.
Requirements for other standards
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines.
U.S. CPSC recommends the
separation of age groups in
playground layouts.



WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for
Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	36
NUMBER OF ELEVATED PLAY EVENTS:	19
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 14
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 17
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 9
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 3



September 22, 2022

SERIES: Basics, Intensity, Nucleus

Lynn Dillow Park

Play Illinois, LLC

SITE PLAN

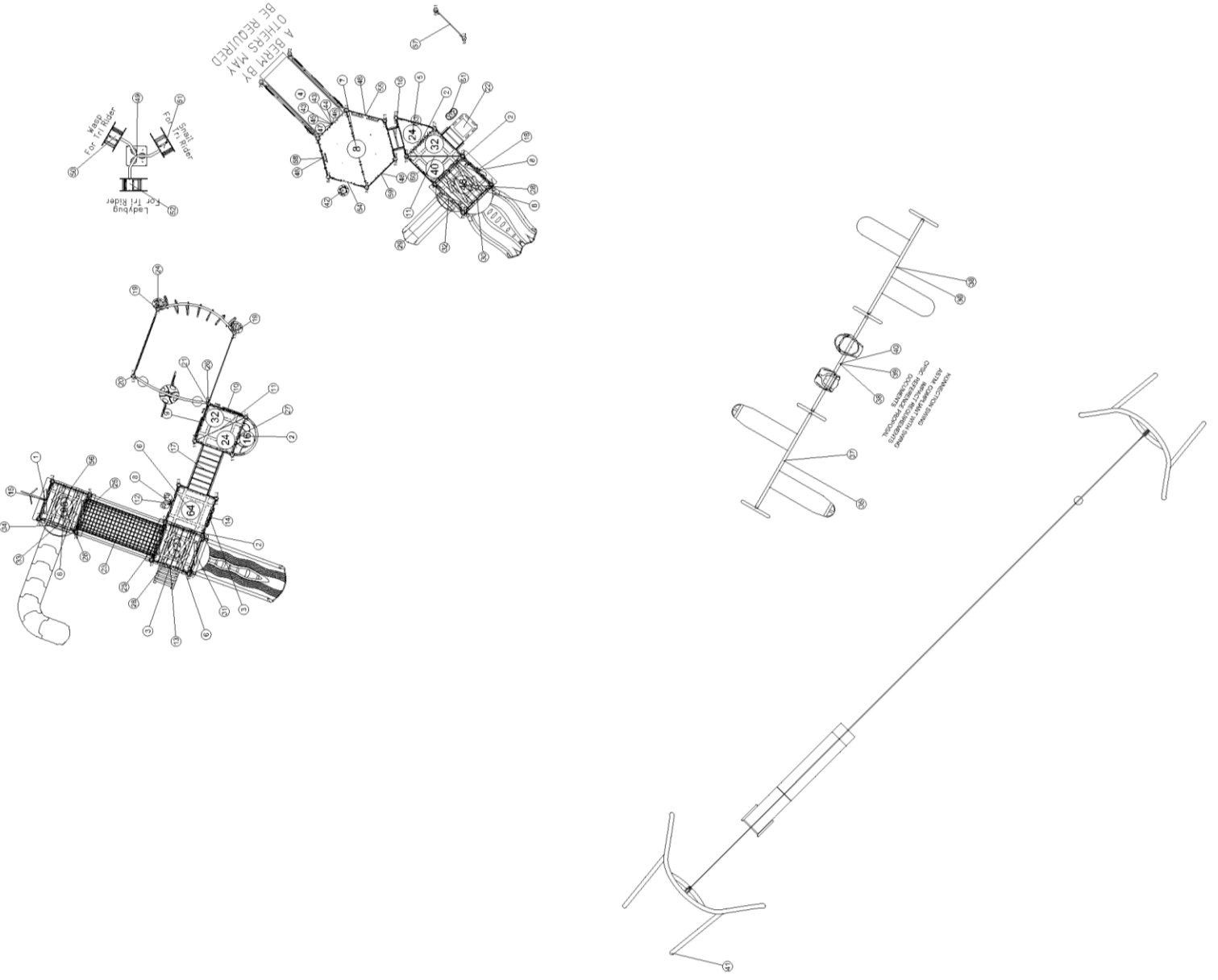
4155 Spring Lake Drive

129-150457-4

DRAWN BY: Hunter Mielke

Lake in the Hills, IL 60156

ITEM	COMP	DESCRIPTION
1	270-0007	CLUBHOUSE STANCHION
2	270-0009	8" CLOSURE PLATE, ELLIPSE
3	270-0112	UNITARY ENCLOSURE
4	270-0125	SENSORY RAIL 8" RISE ENTRAIN
5	270-0129	TRIANGLE PLATFORM
6	270-0130	SQUARE PLATFORM
7	270-0131	HEXAGONAL PLATFORM S5P
8	270-0192	CLUBHOUSE UNITARY ENCLOS.
9	270-0193	CLUBHOUSE OFFSET ENCLOSUI
10	270-0194	CLUBHOUSE OFFSET ENCLOSUI
11	270-0301	SPLIT SQUARE PLATFORMCLOS
12	370-0091	LEAF CLIMBER 64" - 72"
13	370-0096	BOARD CLIMBER 72"
14	370-0102	STEEP PEAK CLIMBER 64"
15	370-0112	ATOM CLIMBER 80"-96"
16	370-0466	16" TRANSITION STAIR W/BARRI
17	370-0469	40" TRANSITION STAIR W/BARRI
18	370-0862	TREE BRANCH CLIMBER 48"
19	370-1608	OVISTEP LAUNCH PAD
20	370-1651	TRANGO CLIMBER, POST TO PO
21	370-1655	TRANGO TWO, POST TO POST S
22	370-1657	TRANSFER STATION, HANDRAIL
23	370-1663	ROPEVENTURE TUNNEL
24	370-1675	STRAIGHT OVERHEAD, NUCLEU
25	370-1698	CURVED CROSSBAR
26	370-1718	TAKTIKS BOW CLIMBER
27	470-0075	CRESCENT PLATFORM
28	470-0625	CLUBHOUSE RETREAT ROOF
29	470-0659	ROCKN ROLL SLIDE, 40" - 48" W
30	470-0755	LUGE SLIDE, 48"-56"
31	470-0803	CONTOUR SLIDE, 64"-72"
32	470-0804	SLIDE HOOD, LOW SIDE WALL
33	470-0805	SLIDE HOOD, HIGH SIDE WALL
34	470-0828	VIPER L2 96 W/O HOOD
35	550-0100	TOT SEAT, 7' & 8' PAIR, STD CHA
37	550-0158	3 1/2" OD ARCH SWING
38	550-0159	3 1/2" OD ARCH SWING ADD-ON
39	550-0171	FREEDOM SWING SEAT, 8" BEAM
40	550-0191	KONNECTION SWING
41	550-0206	ZIPVENTURE
42	560-0453	STEP SPOT POD 8-16"
43	570-0105	SENSORY RAIL MIDDLE PANEL
44	570-0109	CHROMA SENSORY EVENT, LOW
45	570-0111	MIRROR SENSORY EVENT, TOP
46	570-0114	HYPNO SENSORY EVENT, TOP
47	570-0128	GRASS SENSORY EVENT, LOWE
48	570-0622	PLATFORM ROLL GUARD
49	570-0771	TRI-RIDER
50	570-0826	WASP FOR TRI-RIDER
51	570-0827	SNAIL FOR TRI-RIDER
52	570-0828	LADYBUG FOR TRI-RIDER
53	570-0844	TRACKS 2 SIDED PLAY PANEL
54	570-1865	HDPE UNITARY ENCLOSURE, IN
55	570-2558	SPIRAL SPINNER ACCESSIBLE F
56	570-2626	NATURE PLAY PIPE WALL
57	570-2636	FULL COLOR CUSTOM CURVED
58	570-2666	CAR ACCESSIBLE REACH PANEL
59	570-2669	MAZE ACCESSIBLE REACH PANL
60	570-2736	PISTON PANEL
61	580-1364	LIL NOVO BEAN STEP



Burke

September 22, 2022

SERIES: Basics, Intensity, Nucleus
 COMPONENT PLAN
 DRAWN BY: Hunter Mielke

Lynn Dillow Park
 4155 Spring Lake Drive
 Lake in the Hills, IL 60156

Play Illinois, LLC
 129-150457-4



SERIES: Basics, Intensity, Nucleus
ELEVATION PLAN
DRAWN BY: Hunter Mielke

Lynn Dillow Park
4155 Spring Lake Drive
Lake in the Hills, IL 601156

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Play Illinois, LLC
129-150457-4

September 22, 2022



The protective surfacing for this design must accomodate the critical fall height.



Burke

September 22, 2022

SERIES: Basics, Intensity, Nucleus
ISOMETRIC PLAN
DRAWN BY: Hunter Mielke

Lynn Dillow Park
4155 Spring Lake Drive
Lake in the Hills, IL 60156

Play Illinois, LLC
129-150457-4

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Proposal # 129-150457-4

September 22, 2022

2022 Pricing

Proposal Prepared for:
Scott Parchutz
Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, IL 60156

Project Location:
Lynn Dillow Park
4155 Spring Lake Drive
Lake in the Hills, IL 60156

Proposal Prepared by:
Play Illinois, LLC
310 N Grant Street
Westmont, IL 60559

Cheryl Parson
Phone: 630-200-8759
cparson@playil.com

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
Burke Basics						
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	2	2	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	1	2	2	20	20
550-0158	3 1/2" OD ARCH SWING	1	0	0	264	264
550-0159	3 1/2" OD ARCH SWING ADD-ON	2	0	0	160	320
550-0171	FREEDOM SWING SEAT, 8' BEAM, ...	1	1	1	38	38
550-0191	KONNECTION SWING	1	2	2	64	64
550-0206	ZIPVENTURE	1	1	1	1,392	1,392
560-0453	STEP SPOT POD 8-16"	1	1	1	19	19
570-0771	TRI-RIDER	1	3	3	179	179
570-0826	WASP FOR TRI-RIDER	1	1	1	42	42
570-0827	SNAIL FOR TRI-RIDER	1	1	1	45	45
570-0828	LADYBUG FOR TRI-RIDER	1	1	1	47	47
580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Intensity						
370-1608	OVISTEP LAUNCH PAD	2	1	2	10	20
370-1655	TRANGO TWO, POST TO POST 5 TO...	1	5	5	10	10
370-1675	STRAIGHT OVERHEAD, NUCLEUS	1	6	6	53	53
370-1718	TAKTIKS BOW CLIMBER	1	7	7	103	103
Nucleus						
072-0500-100C	5" OD X 100" CAPPED POST	3	0	0	53	159
072-0500-108C	5" OD X 108" CAPPED POST	2	0	0	57	114
072-0500-116C	5" OD X 116" CAPPED POST	3	0	0	61	183
072-0500-132C	5" OD X 132" CAPPED POST	2	0	0	69	138
072-0500-136C	5" OD X 136" CAPPED POST	2	0	0	71	142
072-0500-140C	5" OD X 140" CAPPED POST	2	0	0	74	148
072-0500-76C	5" OD X 76" CAPPED POST	2	0	0	40	80
072-0500-80C	5" OD X 80" CAPPED POST	2	0	0	42	84
072-0500-84C	5" OD X 84" CAPPED POST	4	0	0	44	176
072-0502-156S	5" OD X 156" SWAGED POST	4	0	0	82	328
072-0502-184S	5" OD X 184" SWAGED POST	4	0	0	96	384
072-0502-208S	5" OD X 208" SWAGED POST	4	0	0	109	436
270-0007	CLUBHOUSE STANCHION	1	0	0	33	33
270-0009	8" CLOSURE PLATE, ELLIPSE	4	0	0	8	32
270-0112	UNITARY ENCLOSURE	2	0	0	34	68
270-0125	SENSORY RAIL 8" RISE ENTRANCE...	1	0	0	440	440
270-0129	TRIANGLE PLATFORM	1	2	2	48	48
270-0130	SQUARE PLATFORM	4	6	24	106	424
270-0131	HEXAGONAL PLATFORM S5P	1	12	12	287	287



Proposal # 129-150457-4

September 22, 2022

2022 Pricing

270-0192	CLUBHOUSE UNITARY ENCLOSURE	2	0	0	34	68
270-0193	CLUBHOUSE OFFSET ENCLOSURE, R...	1	0	0	36	36
270-0194	CLUBHOUSE OFFSET ENCLOSURE, L...	1	0	0	35	35
270-0301	SPLIT SQUARE PLATFORMCLOSURE ...	2	4	8	108	216
370-0091	LEAF CLIMBER 64" - 72"	1	6	6	58	58
370-0096	BOARD CLIMBER 72"	1	5	5	64	64
370-0102	STEEP PEAK CLIMBER 64"	1	2	2	127	127
370-0112	ATOM CLIMBER 80"-96"	1	4	4	52	52
370-0466	16" TRANSITION STAIR W/BARRIE...	1	1	1	109	109
370-0469	40" TRANSITION STAIR W/BARRIE...	1	4	4	279	279
370-0862	TREE BRANCH CLIMBER 48"	1	2	2	17	17
370-1651	TRANGO CLIMBER, POST TO POST	1	5	5	32	32
370-1657	TRANSFER STATION, HANDRAIL 32"	1	4	4	135	135
370-1663	ROPEVENTURE TUNNEL	1	0	0	311	311
370-1698	CURVED CROSSBAR	2	0	0	8	16
470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0625	CLUBHOUSE RETREAT ROOF	3	0	0	182	546
470-0659	ROCK'N ROLL SLIDE, 40" - 48" ...	1	1	1	71	71
470-0755	LUGE SLIDE, 48"-56"	1	4	4	198	198
470-0803	CONTOUR SLIDE, 64"-72"	1	4	4	232	232
470-0804	SLIDE HOOD, LOW SIDE WALL	1	0	0	32	32
470-0805	SLIDE HOOD, HIGH SIDE WALL	1	0	0	32	32
470-0828	VIPER L2 96 W/O HOOD	1	4	4	216	216
570-0105	SENSORY RAIL MIDDLE PANEL	2	0	0	7	14
570-0109	CHROMA SENSORY EVENT, LOWER	1	0	0	13	13
570-0111	MIRROR SENSORY EVENT, TOP	1	0	0	13	13
570-0114	HYPNO SENSORY EVENT, TOP	1	0	0	19	19
570-0128	GRASS SENSORY EVENT, LOWER	1	0	0	16	16
570-0622	PLATFORM ROLL GUARD	3	0	0	8	24
570-0844	TRACKS 2-SIDED PLAY PANEL	1	2	2	44	44
570-1865	HDPE UNITARY ENCLOSURE, NUCLE...	1	1	1	26	26
570-2558	SPIRAL SPINNER ACCESSIBLE REA...	1	4	4	23	23
570-2626	NATURE PLAY PIPE WALL	1	0	0	39	39
570-2636	FULL COLOR CUSTOM CURVED 41 3...	1	0	0	49	49
570-2668	CAR ACCESSIBLE REACH PANEL	1	2	2	23	23
570-2669	MAZE ACCESSIBLE REACH PANEL	1	2	2	16	16
570-2736	PISTON PANEL	1	1	1	47	47
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5

Total User Capacity: 141
Total Weight: 9,688 lbs.

Total Equipment Price: \$136,964
Special Courtesy Discount: -(26,436)
Shipping Cost: 4,500
Installation, EWF, Construction Materials, Removals, Etc: 87,960
Poured-In-Place Paths: 19,800
Project Total: \$222,788

Special Notes:

Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**



Proposal # 129-150457-4

September 22, 2022

2022 Pricing

Selected Color List

<u>Color Group</u>	<u>Color</u>
<i>Phase 1</i>	
Post	Brown
Accessory	Tan
Platform	Brown
Rotomolded	Olive
Kore Konnect	Brown
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
1 Color Extruded/Flat	Olive
<i>Phase 2</i>	
Accessory	Tan
Platform	Brown
Post	Brown
Kore Konnect	Brown
Rotomolded	Olive
1 Color Extruded/Flat	Olive
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
<i>Phase 3</i>	
1 Color Extruded/Flat	Olive
Kore Konnect	Brown
Post	Brown
<i>Phase 4</i>	
Contemporary Swing Fittings	Brown
Accessory	Tan
Rotomolded	Olive
Platform	Brown
1 Color Extruded/Flat	Olive
Post	Brown
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan



Proposal # 129-150457-4

September 22, 2022

2022 Pricing

Konnection Swing™

Safety Standards & Guidelines - Reference Information

The Konnection Swing was designed to provide an intergenerational play opportunity and offer everyone the childhood joy of swinging! While researching the use of swings, two trends stood out to us - caregivers pushing infants in bucket seat swings and adults swinging with children on their lap. Both situations could be improved with the design of a swing designed to foster connection and increase safety. The Konnection Swing was developed as a direct result of this. The overall design is focused on fostering true connection in both eye contact and proximity leading to increased engagement for all users. Hands-free swinging allows the caregiver to hold, interact and play with the child as they both experience the thrill of swinging together.

The Konnection Swing is IPEMA Certified and meets or exceeds the requirements of ASTM F1487-17, which is recognized as the standard of care in the playground industry. This ASTM public playground safety standard is revised every two to three years to remain current with innovation and market trends.

The CPSC Public Playground Safety Handbook hasn't been revised since 2008 and doesn't include new product categories that have been innovated in recent years. There are a couple of points to note when deciding to purchase a multi-user swing:

- Multi-user swings are innovative and CPSC Public Playground Safety Handbook doesn't have a standard that specifically covers them.
- CPSC 5.3.8.3.1 – CPSC recommends that belt swing seats should be designed to accommodate no more than one user at any time. While the Konnection Swing is a single axis swing, it is clearly not a belt seat.
- CPSC 2.3.1 – CPSC says that swings intended for more than one user are not recommended because their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
 - The ASTM safety standard, F1487, was revised in 2011 to add maximum impact requirements for swings and the Konnection Swing has been tested and is compliant with ASTM impact requirements.
 - CPSC has written a letter stating that “the swing impact test in F1487-11 is a reasonable approach to address the concerns posed by unoccupied, heavy, multiple occupancy swings.”
- CPSC has always included an exemption to both recommendations listed above for tire swings, which are multiple occupancy swings that are suspended from a single pivot and permit swinging in any direction.
- CPSC also emphasizes that their Handbook provides recommendations, not requirements. If a jurisdiction adopts the Handbook's recommendations as mandatory requirements, that jurisdiction would need to determine how the requirements should be applied in any particular instance.

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRG products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather, immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2022

BCIBURKE.COM

Burke

800.266.1250



COLOR KEY

●	OLIVE
●	TAN
●	PURPLE
B	PURPLE/GRAY
B	TAN/GREEN
B	OLIVE/BLACK



3D Designer: Christian



ROCK' N ROLL SLIDE



TREE BRANCH CLIMBER



FREEDOM SWINGS



ROPE TUNNEL



LEAF CLIMBER



SENSORY RAIL



ZIPVENTURE

AGREEMENT
by and between
THE VILLAGE OF LAKE IN THE HILLS
and
PLAY ILLINOIS, LLC

This Agreement (“Agreement”) is made this ____ day of November, 2022, by and between Play Illinois, LLC, an Illinois limited liability company (the “Play Illinois”), and the Village of Lake in the Hills, an Illinois home rule municipal corporation (the “Village”).

WHEREAS, Play Illinois has proposed that it install certain park equipment at Lynn Dillow Park in the Village and the Village has accepted such proposal on the conditions and terms herein.

NOW THEREFORE for good and valuable consideration in hand received, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated into this Agreement by this reference and the parties agree as to the veracity of such recitals.

2. **Installation of Playground Equipment at Lynn Dillow Park.** Play Illinois shall deliver and install, at Lynn Dillow Park in the Village, that certain playground equipment (the “Equipment”) set forth in, and in accordance with:

- i. Its proposal #129-150457-4 dated September 22, 2022 to the Village, attached hereto as Exhibit A;
- ii. Its Proposal Certification Form, attached hereto as Exhibit B, with such certification and requirements therein remaining in effect for the final proposal #129-150457-4, understanding that there have been revisions to the Purchase Price, completion date, and project number as stated herein and as reflected in Exhibit A (together, Exhibits A and B constituting the “Proposal”);
- iii. The Village’s Request for Proposal, attached hereto as Exhibit C (if there is a conflict between the Proposal and the Village’s Request for Proposal, the terms,

With a copy to: Zukowski, Rogers, Flood & McArdle
50 N. Virginia Street
Crystal Lake, IL 60014
ATTN: Village Attorney

If to Play Illinois: Play Illinois, LLC
310 N. Grant Street
Westmont, Illinois 60559
ATTN: Michael Maloney, Manager

With a copy to:

6. **Assignment of Warranties.** Play Illinois shall assign all warranties for the Equipment to the Village upon Play Illinois' installation for no additional cost to the Village.

7. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

8. **Venue; Governing Law.** The parties agree that if there is any litigation arising directly or indirectly in connection with this Agreement, venue for any such action shall be exclusively limited to the 22nd Judicial Circuit Court in McHenry County, Illinois, with the laws of the State of Illinois to apply.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives or themselves, respectively, as of the date first above written.

THE VILLAGE OF LAKE IN THE HILLS,
an Illinois home rule municipal corporation,

ATTEST:

Shannon Andrews, Village Administrator

Shannon DuBeau, Village Clerk

PLAY ILLINOIS, LLC,
an Illinois limited liability company,



By: Michael Maloney
Michael Maloney

Its: Manager and authorized agent

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022 by Shannon Andrews, Village Administrator of the Village of Lake in the Hills, an Illinois home rule municipal corporation, and by Shannon DuBeau, the Village Clerk of said municipal corporation.

Given under my hand and notarial seal this _____ day of _____, 2022.

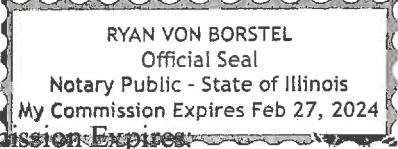
Notary Public

My Commission Expires:
(SEAL)

STATE OF IL)
) SS
COUNTY OF DuPage)

I, Ryan Von Borstel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Maloney, as Manager of Play Illinois, LLC. personally appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of Nov, 2022.



Ryan Von Borstel
Notary Public

My Commission Expires:
(SEAL)

EXHIBIT A

Village of Lake in the Hills Lynn Dillow Park

Proposal # 129-150457-4
September 22, 2022

Presented by
Play Illinois, LLC



Burke®



September 22, 2022

Scott Parchutz
Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, IL 60156

Dear Scott Parchutz:

Play Illinois, LLC is delighted to provide Village of Lake in the Hills with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Play Illinois, LLC is confident that this proposal will satisfy Village of Lake in the Hills's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with Village of Lake in the Hills. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Cheryl Parson
Play Illinois, LLC
310 N Grant Street
Westmont, IL 60559

Design Summary

Play Illinois, LLC is very pleased to present this Proposal for consideration for the Lynn Dillow Park located in Lake in the Hills. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Village of Lake in the Hills. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Lynn Dillow Park
- Project Number: 129-150457-4
- User Capacity: 141
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 133' 9" x 103' 0"
- Designer Name: Hunter Mielke

Play Illinois, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Lynn Dillow Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 129-150457-4 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Lynn Dillow Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

5228 SQ.FT.

PERIMETER
724 FT.

STRUCTURE SIZE
133' 9" x 103' 0"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



Registered
to ISO 9001

Registered
to ISO 14001

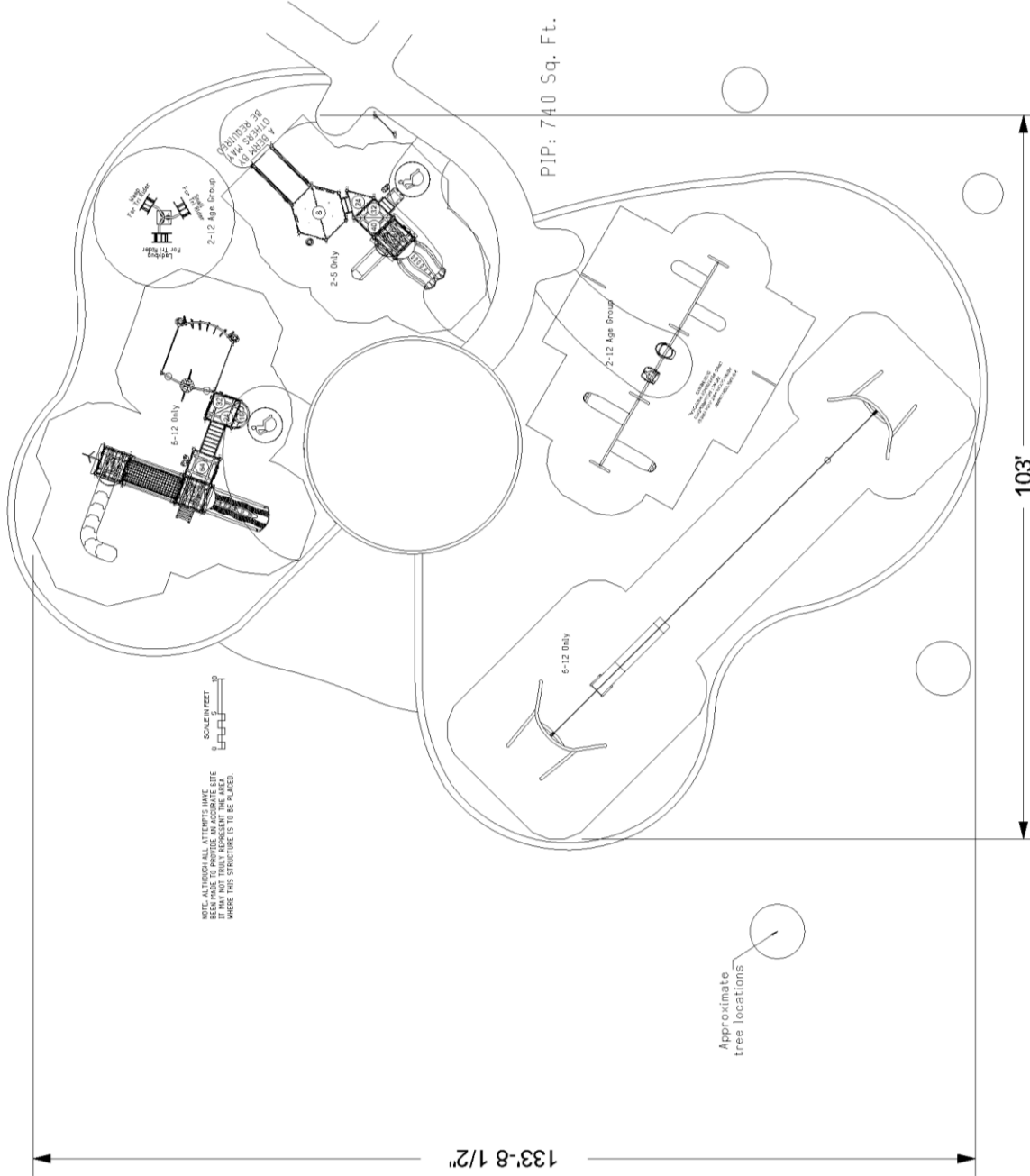


To verify product certification,
visit www.ipema.org

The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F1487.
To verify product certification,
visit www.ipema.org

The space requirements shown
here are to ASTM standards.
Requirements for other standards
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines.
U.S. CPSC recommends the
separation of age groups in
playground layouts.



WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

	NUMBER OF PLAY EVENTS	36
NUMBER OF ELEVATED PLAY EVENTS:	PROVIDED: 19	REQD: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 14	REQD: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 17	REQD: 10
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 9	REQD: 6
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 17	REQD: 3
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 9	REQD: 3



September 22, 2022

SERIES: Basics, Intensity, Nucleus

Lynn Dillow Park

Play Illinois, LLC

SITE PLAN

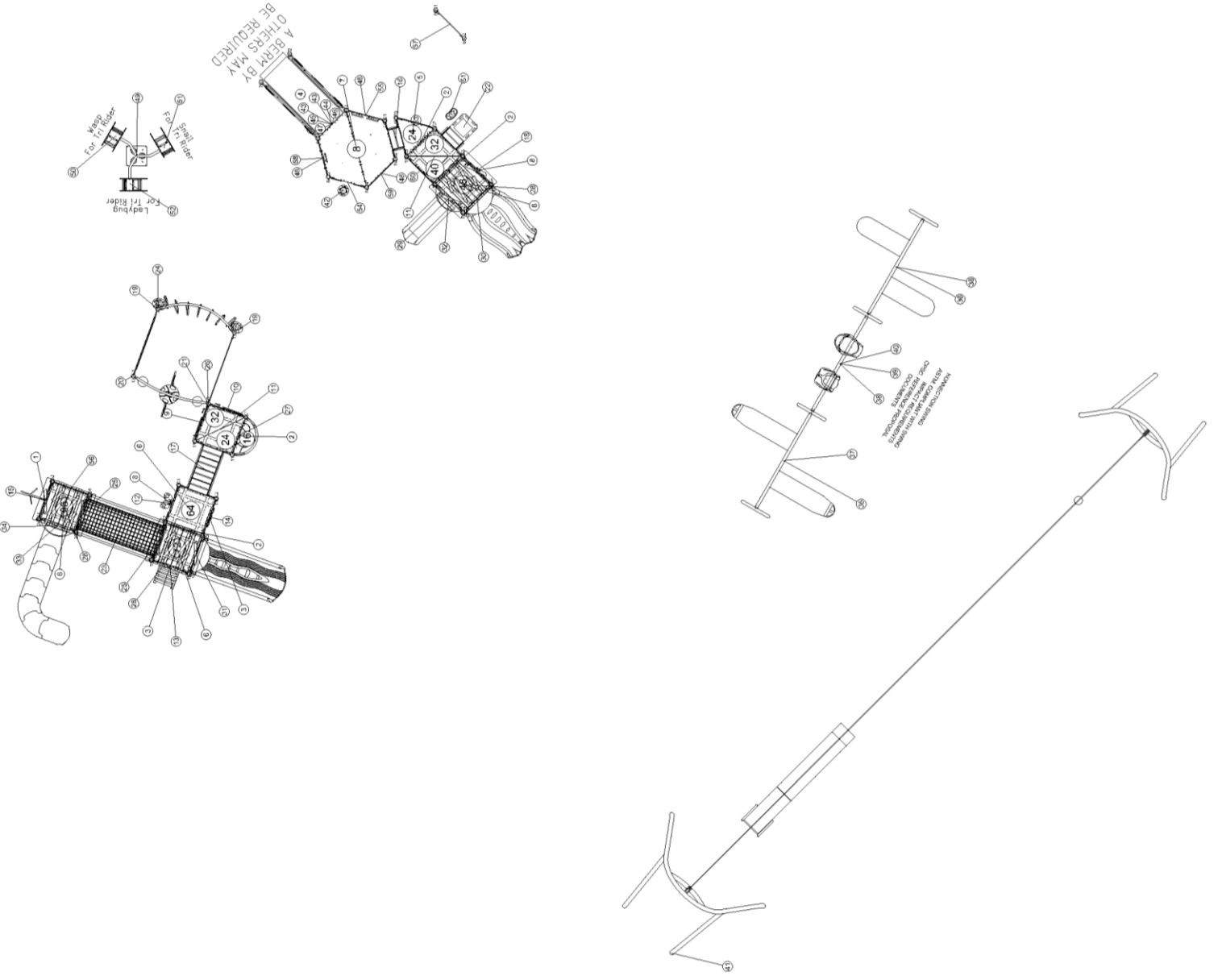
4155 Spring Lake Drive

129-150457-4

DRAWN BY: Hunter Mielke

Lake in the Hills, IL 60156

ITEM	COMP	DESCRIPTION
1	270-0007	CLUBHOUSE STANCHION
2	270-0009	8" CLOSURE PLATE, ELLIPSE
3	270-0112	UNITARY ENCLOSURE
4	270-0125	SENSORY RAIL 8" RISE ENTRAIN
5	270-0129	TRIANGLE PLATFORM
6	270-0130	SQUARE PLATFORM
7	270-0131	HEXAGONAL PLATFORM S5P
8	270-0192	CLUBHOUSE UNITARY ENCLOS.
9	270-0193	CLUBHOUSE OFFSET ENCLOSUI
10	270-0194	CLUBHOUSE OFFSET ENCLOSUI
11	270-0301	SPLIT SQUARE PLATFORMCLOS
12	370-0091	LEAF CLIMBER 64" - 72"
13	370-0096	BOARD CLIMBER 72"
14	370-0102	STEEP PEAK CLIMBER 64"
15	370-0112	ATOM CLIMBER 80"-96"
16	370-0466	16" TRANSITION STAIR W/BARRI
17	370-0469	40" TRANSITION STAIR W/BARRI
18	370-0862	TREE BRANCH CLIMBER 48"
19	370-1608	OVISTEP LAUNCH PAD
20	370-1651	TRANGO CLIMBER, POST TO PO
21	370-1655	TRANGO TWO, POST TO POST S
22	370-1657	TRANSFER STATION, HANDRAIL
23	370-1663	ROPEVENTURE TUNNEL
24	370-1675	STRAIGHT OVERHEAD, NUCLEU
25	370-1698	CURVED CROSSBAR
26	370-1718	TAKTIKS BOW CLIMBER
27	470-0075	CRESCENT PLATFORM
28	470-0625	CLUBHOUSE RETREAT ROOF
29	470-0659	ROCKN ROLL SLIDE, 40" - 48" W
30	470-0755	LUGE SLIDE, 48"-56"
31	470-0803	CONTOUR SLIDE, 64"-72"
32	470-0804	SLIDE HOOD, LOW SIDE WALL
33	470-0805	SLIDE HOOD, HIGH SIDE WALL
34	470-0828	VIPER L2 96 W/O HOOD
35	550-0100	TOT SEAT, 7' & 8' PAIR, STD CHA
37	550-0158	3 1/2" OD ARCH SWING
38	550-0159	3 1/2" OD ARCH SWING ADD-ON
39	550-0171	FREEDOM SWING SEAT, 8" BEAM
40	550-0191	KONNECTION SWING
41	550-0206	ZIPVENTURE
42	560-0453	STEP SPOT POD 8-16"
43	570-0105	SENSORY RAIL MIDDLE PANEL
44	570-0109	CHROMA SENSORY EVENT, LOW
45	570-0111	MIRROR SENSORY EVENT, TOP
46	570-0114	HYPNO SENSORY EVENT, TOP
47	570-0128	GRASS SENSORY EVENT, LOWE
48	570-0622	PLATFORM ROLL GUARD
49	570-0771	TRI-RIDER
50	570-0826	WASP FOR TRI-RIDER
51	570-0827	SNAIL FOR TRI-RIDER
52	570-0828	LADYBUG FOR TRI-RIDER
53	570-0844	TRACKS 2 SIDED PLAY PANEL
54	570-1865	HDPE UNITARY ENCLOSURE, IN
55	570-2558	SPIRAL SPINNER ACCESSIBLE F
56	570-2626	NATURE PLAY PIPE WALL
57	570-2636	FULL COLOR CUSTOM CURVED
58	570-2666	CAR ACCESSIBLE REACH PANEL
59	570-2669	MAZE ACCESSIBLE REACH PANL
60	570-2736	PISTON PANEL
61	580-1364	LIL NOVO BEAN STEP



September 22, 2022

SERIES: Basics, Intensity, Nucleus
 COMPONENT PLAN
 DRAWN BY: Hunter Mielke

Lynn Dillow Park
 4155 Spring Lake Drive
 Lake in the Hills, IL 60156

Play Illinois, LLC
 129-150457-4



SERIES: Basics, Intensity, Nucleus
ELEVATION PLAN
DRAWN BY: Hunter Mielke

Lynn Dillow Park
4155 Spring Lake Drive
Lake in the Hills, IL 601156

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Play Illinois, LLC
129-150457-4

September 22, 2022



The protective surfacing for this design must accomodate the critical fall height.



Burke

September 22, 2022

SERIES: Basics, Intensity, Nucleus

Lynn Dillow Park

Play Illinois, LLC

ISOMETRIC PLAN

4155 Spring Lake Drive

129-150457-4

DRAWN BY: Hunter Mielke

Lake in the Hills, IL 60156

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Proposal # 129-150457-4

September 22, 2022

2022 Pricing

Proposal Prepared for:
Scott Parchutz
Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, IL 60156

Project Location:
Lynn Dillow Park
4155 Spring Lake Drive
Lake in the Hills, IL 60156

Proposal Prepared by:
Play Illinois, LLC
310 N Grant Street
Westmont, IL 60559

Cheryl Parson
Phone: 630-200-8759
cparson@playil.com

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
Burke Basics						
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	2	2	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	1	2	2	20	20
550-0158	3 1/2" OD ARCH SWING	1	0	0	264	264
550-0159	3 1/2" OD ARCH SWING ADD-ON	2	0	0	160	320
550-0171	FREEDOM SWING SEAT, 8' BEAM, ...	1	1	1	38	38
550-0191	KONNECTION SWING	1	2	2	64	64
550-0206	ZIPVENTURE	1	1	1	1,392	1,392
560-0453	STEP SPOT POD 8-16"	1	1	1	19	19
570-0771	TRI-RIDER	1	3	3	179	179
570-0826	WASP FOR TRI-RIDER	1	1	1	42	42
570-0827	SNAIL FOR TRI-RIDER	1	1	1	45	45
570-0828	LADYBUG FOR TRI-RIDER	1	1	1	47	47
580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Intensity						
370-1608	OVISTEP LAUNCH PAD	2	1	2	10	20
370-1655	TRANGO TWO, POST TO POST 5 TO...	1	5	5	10	10
370-1675	STRAIGHT OVERHEAD, NUCLEUS	1	6	6	53	53
370-1718	TAKTIKS BOW CLIMBER	1	7	7	103	103
Nucleus						
072-0500-100C	5" OD X 100" CAPPED POST	3	0	0	53	159
072-0500-108C	5" OD X 108" CAPPED POST	2	0	0	57	114
072-0500-116C	5" OD X 116" CAPPED POST	3	0	0	61	183
072-0500-132C	5" OD X 132" CAPPED POST	2	0	0	69	138
072-0500-136C	5" OD X 136" CAPPED POST	2	0	0	71	142
072-0500-140C	5" OD X 140" CAPPED POST	2	0	0	74	148
072-0500-76C	5" OD X 76" CAPPED POST	2	0	0	40	80
072-0500-80C	5" OD X 80" CAPPED POST	2	0	0	42	84
072-0500-84C	5" OD X 84" CAPPED POST	4	0	0	44	176
072-0502-156S	5" OD X 156" SWAGED POST	4	0	0	82	328
072-0502-184S	5" OD X 184" SWAGED POST	4	0	0	96	384
072-0502-208S	5" OD X 208" SWAGED POST	4	0	0	109	436
270-0007	CLUBHOUSE STANCHION	1	0	0	33	33
270-0009	8" CLOSURE PLATE, ELLIPSE	4	0	0	8	32
270-0112	UNITARY ENCLOSURE	2	0	0	34	68
270-0125	SENSORY RAIL 8" RISE ENTRANCE...	1	0	0	440	440
270-0129	TRIANGLE PLATFORM	1	2	2	48	48
270-0130	SQUARE PLATFORM	4	6	24	106	424
270-0131	HEXAGONAL PLATFORM S5P	1	12	12	287	287



Proposal # 129-150457-4

September 22, 2022
2022 Pricing

270-0192	CLUBHOUSE UNITARY ENCLOSURE	2	0	0	34	68
270-0193	CLUBHOUSE OFFSET ENCLOSURE, R...	1	0	0	36	36
270-0194	CLUBHOUSE OFFSET ENCLOSURE, L...	1	0	0	35	35
270-0301	SPLIT SQUARE PLATFORMCLOSURE ...	2	4	8	108	216
370-0091	LEAF CLIMBER 64" - 72"	1	6	6	58	58
370-0096	BOARD CLIMBER 72"	1	5	5	64	64
370-0102	STEEP PEAK CLIMBER 64"	1	2	2	127	127
370-0112	ATOM CLIMBER 80"-96"	1	4	4	52	52
370-0466	16" TRANSITION STAIR W/BARRIE...	1	1	1	109	109
370-0469	40" TRANSITION STAIR W/BARRIE...	1	4	4	279	279
370-0862	TREE BRANCH CLIMBER 48"	1	2	2	17	17
370-1651	TRANGO CLIMBER, POST TO POST	1	5	5	32	32
370-1657	TRANSFER STATION, HANDRAIL 32"	1	4	4	135	135
370-1663	ROPEVENTURE TUNNEL	1	0	0	311	311
370-1698	CURVED CROSSBAR	2	0	0	8	16
470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0625	CLUBHOUSE RETREAT ROOF	3	0	0	182	546
470-0659	ROCK'N ROLL SLIDE, 40" - 48" ...	1	1	1	71	71
470-0755	LUGE SLIDE, 48"-56"	1	4	4	198	198
470-0803	CONTOUR SLIDE, 64"-72"	1	4	4	232	232
470-0804	SLIDE HOOD, LOW SIDE WALL	1	0	0	32	32
470-0805	SLIDE HOOD, HIGH SIDE WALL	1	0	0	32	32
470-0828	VIPER L2 96 W/O HOOD	1	4	4	216	216
570-0105	SENSORY RAIL MIDDLE PANEL	2	0	0	7	14
570-0109	CHROMA SENSORY EVENT, LOWER	1	0	0	13	13
570-0111	MIRROR SENSORY EVENT, TOP	1	0	0	13	13
570-0114	HYPNO SENSORY EVENT, TOP	1	0	0	19	19
570-0128	GRASS SENSORY EVENT, LOWER	1	0	0	16	16
570-0622	PLATFORM ROLL GUARD	3	0	0	8	24
570-0844	TRACKS 2-SIDED PLAY PANEL	1	2	2	44	44
570-1865	HDPE UNITARY ENCLOSURE, NUCLE...	1	1	1	26	26
570-2558	SPIRAL SPINNER ACCESSIBLE REA...	1	4	4	23	23
570-2626	NATURE PLAY PIPE WALL	1	0	0	39	39
570-2636	FULL COLOR CUSTOM CURVED 41 3...	1	0	0	49	49
570-2668	CAR ACCESSIBLE REACH PANEL	1	2	2	23	23
570-2669	MAZE ACCESSIBLE REACH PANEL	1	2	2	16	16
570-2736	PISTON PANEL	1	1	1	47	47
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5

Total User Capacity: 141
Total Weight: 9,688 lbs.

Total Equipment Price: \$136,964
Special Courtesy Discount: -(26,436)
Shipping Cost: 4,500
Installation, EWF, Construction Materials, Removals, Etc: 87,960
Poured-In-Place Paths: 19,800
Project Total: \$222,788

Special Notes:

Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**



Proposal # 129-150457-4

September 22, 2022

2022 Pricing

Selected Color List

<u>Color Group</u>	<u>Color</u>
<i>Phase 1</i>	
Post	Brown
Accessory	Tan
Platform	Brown
Rotomolded	Olive
Kore Konnect	Brown
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
1 Color Extruded/Flat	Olive
<i>Phase 2</i>	
Accessory	Tan
Platform	Brown
Post	Brown
Kore Konnect	Brown
Rotomolded	Olive
1 Color Extruded/Flat	Olive
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan
<i>Phase 3</i>	
1 Color Extruded/Flat	Olive
Kore Konnect	Brown
Post	Brown
<i>Phase 4</i>	
Contemporary Swing Fittings	Brown
Accessory	Tan
Rotomolded	Olive
Platform	Brown
1 Color Extruded/Flat	Olive
Post	Brown
2 Color Extruded/Flat (outer)	Brown
2 Color Extruded/Flat (inner)	Tan



Proposal # 129-150457-4

September 22, 2022

2022 Pricing

Konnection Swing™

Safety Standards & Guidelines - Reference Information

The Konnection Swing was designed to provide an intergenerational play opportunity and offer everyone the childhood joy of swinging! While researching the use of swings, two trends stood out to us - caregivers pushing infants in bucket seat swings and adults swinging with children on their lap. Both situations could be improved with the design of a swing designed to foster connection and increase safety. The Konnection Swing was developed as a direct result of this. The overall design is focused on fostering true connection in both eye contact and proximity leading to increased engagement for all users. Hands-free swinging allows the caregiver to hold, interact and play with the child as they both experience the thrill of swinging together.

The Konnection Swing is IPEMA Certified and meets or exceeds the requirements of ASTM F1487-17, which is recognized as the standard of care in the playground industry. This ASTM public playground safety standard is revised every two to three years to remain current with innovation and market trends.

The CPSC Public Playground Safety Handbook hasn't been revised since 2008 and doesn't include new product categories that have been innovated in recent years. There are a couple of points to note when deciding to purchase a multi-user swing:

- Multi-user swings are innovative and CPSC Public Playground Safety Handbook doesn't have a standard that specifically covers them.
- CPSC 5.3.8.3.1 – CPSC recommends that belt swing seats should be designed to accommodate no more than one user at any time. While the Konnection Swing is a single axis swing, it is clearly not a belt seat.
- CPSC 2.3.1 – CPSC says that swings intended for more than one user are not recommended because their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
 - The ASTM safety standard, F1487, was revised in 2011 to add maximum impact requirements for swings and the Konnection Swing has been tested and is compliant with ASTM impact requirements.
 - CPSC has written a letter stating that “the swing impact test in F1487-11 is a reasonable approach to address the concerns posed by unoccupied, heavy, multiple occupancy swings.”
- CPSC has always included an exemption to both recommendations listed above for tire swings, which are multiple occupancy swings that are suspended from a single pivot and permit swinging in any direction.
- CPSC also emphasizes that their Handbook provides recommendations, not requirements. If a jurisdiction adopts the Handbook's recommendations as mandatory requirements, that jurisdiction would need to determine how the requirements should be applied in any particular instance.

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRG products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather, immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2022

BCIBURKE.COM

Burke

800.266.1250

EXHIBIT B

PROPOSAL CERTIFICATION FORM
Lynn Dillow Park Playground Removal and Replacement

COMPANY NAME: Play Illinois
CONTACT PERSON: Cheryl Parson
ADDRESS: 310 N Grant Street, Westmont, IL 60559
TELEPHONE: 630-200-8759

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF Two Hundred Twenty Two Thousand Six Hundred Thirty Two and 00/100 **Dollars (\$222,632.00)**

EQUIPMENT MANUFACTUER: BCI Burke

NAME OF INSTALLER: The Kenneth Company

TYPE(S) OF PLAYGROUND IMPACT ABSORBING MATERIAL
BEING USED Engineered Wood Fiber with Poured-In-Place Accessible Paths

PROJECT COMPLETION DATE May 12, 2023

DESIGN CONCEPT PLAN TITLE PROPOSAL # 129-150458-2

1. COST

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Contractor must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the proposal, but the Contractor must have one in order to receive a contract.

The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

2. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded this contract, [he/she] will completely perform the contract in strict accordance with its terms and conditions by the project completion date.

3. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for the Lynn Dillow Park Removal and Replacement Project, in accordance with the following specifications and drawings as attached.

4. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at Chase Bank this 7 day of June, 2022.

By: CHERYL PARSON
Cheryl Parson
(Signature of President or designee)

Its: _____
Title

Cheryl Parson, being duly sworn, deposes and states that he/she is the _____
project manager of Play Illinois and that the statement above is
true and correct. Subscribed and sworn before me this 7 day of June, 2022

(NOTARY STAMP) DENISSE PEREZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 4, 2023

Denisse Perez
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20____

By: _____

(signature)

Title: _____

EXHIBIT C



**VILLAGE OF LAKE IN THE HILLS
REQUEST FOR PROPOSAL**

Lynn Dillow Park Playground Removal and Replacement

Proposal Opening Time, Date and Location: 10:00 a.m. on May 6, 2022 at the Public Works Department (9010 Haligus Road, Lake in the Hills, IL, 60156)

Is there a Pre-Proposal Meeting? Yes No
Is Attendance at the Meeting Mandatory? Yes No

SUBMISSION REQUIREMENTS:

Prevailing Wage: Yes No

Bond Requirements:

Performance Bond Yes No
Labor & Mat. Payment Bond Yes No
Maintenance Bond Yes No
Bid Deposit/Bid Bond Yes No

Insurance Requirements:

Commercial General Liability Yes No
Worker's Comp/Employers Liability Yes No
Business Auto Liability Yes No
Builder's Risk Insurance Yes No
Owner's Protective Liability Yes No
Professional Liability Yes No
Environmental/Pollution Liability Yes No

ALL BIDDERS SHALL SEAL AND MARK THE EXTERIOR OF THE OUTERMOST RETURN ENVELOPE WITH:

- Proposal Opening Date and Time: 10:00 a.m. on May 6, 2022
- Title of RFP: Lynn Dillow Park Playground Removal and Replacement

RETURN BIDS TO:

Village of Lake in the Hills
Attn: Scott Parchutz, Public Properties Superintendent
9010 Haligus Road
Lake in the Hills, IL 60156

QUESTIONS:

All questions about this RFP shall be via emailed to Scott Parchutz at pw@lith.org by 12:00 p.m. on April 27, 2022.

A. DEFINITIONS

The following words and phrases, when used in this Request for Proposal document shall have the meanings as specified herein.

Proposer: The person, firm, or corporation submitting a proposal.

Village: The Village of Lake in the Hills, McHenry County, Illinois, an Illinois municipal corporation.

B. REQUEST FOR PROPOSAL

The Village, acting under its statutory home-rule powers, is seeking proposals for the aforementioned project, product or service. The Proposer shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, and transportation services required to perform and complete the required work or service in strict accordance with the RFP document. The Proposer desiring to furnish a proposal for such services shall submit a sealed proposal in accordance with the specifications outlined herein.

C. INVESTIGATION BY PROSPECTIVE PROPOSERS

It shall be the responsibility of the Proposer to thoroughly read and understand the information, instructions, specifications, and requirements. The Village will assume the submission of the proposal means the Proposer has familiarized itself with all conditions, requirements and specifications, and intends to comply with them unless specifically noted otherwise in writing. Failure to do so is at the Proposer's own risk.

D. MINIMUM SPECIFICATIONS

The specifications included in this package describe the services which the Village feels are necessary to meet its performance requirements and shall be considered the minimum standards expected of the Proposer. The specifications are not intended to exclude potential Proposers, and alternatives to these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification shall be stated for each alternative. The Proposer shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed alternatives.

If the Proposer is unable to meet any of the specifications as outlined therein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Proposer shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Proposer does not indicate alternatives to or deviations from the specifications, the Village shall assume it is able to fully comply with these specifications. The Village reserves the right to determine the acceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Village shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

The Village further reserves the right to change or clarify bid specifications during the proposal process and to disseminate to all Proposers notice of all adjustments.

E. PRICING, TAXES, AND FEES

Vendors shall include details, photographs or other information which will support the evaluation process. Each component of the proposal must be listed and priced separately with the aggregate total and discounts if indicated. Freight shall also be itemized.

Prices shall not include any local, state, or federal taxes. The Village is exempt by law from paying state retailer's and service occupation taxes, federal excise taxes and similar taxes. The Village will supply the successful Proposer with its tax exemption number.

Cash discounts shall not be considered in determining the overall price in the proposal, but may be used in an overall evaluation.

The Proposer shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Proposer shall also pay all federal, state, and local taxes, including sales tax, social security, workers compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment, or real estate.

The Proposer shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Proposer's performance or its failure to perform its duties and obligations under the contract.

F. COMPLIANCE WITH APPLICABLE LAWS

The Proposer shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations governing the Project and during the term of the contract including, but not limited to:

1. **Prevailing Wage Rates:** This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wages-rates.aspx>.

The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. They shall also include a guarantee of faithful performance of the Prevailing Wage Act in any performance bonds if required under this contract. A Prevailing Wage Affidavit must be submitted with all payment requests. The IDOL and IDOT certified payroll forms can be found on the Village website at <http://www.lith.org/publicworks/page/certified-payroll-forms>.

Certified Payroll Requirements: Effective August 10, 2005 General Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B Misdemeanor. The IDOL and IDOT certified payroll forms can be found on the Village website at <http://www.lith.org/publicworks/page/certified-payroll-forms>.

2. **Substance Abuse Prevention on Public Works Project Act:** 820 ILCS 265/1 states on prevailing wage projects, employers must have in place and file with the Village a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act. The successful bidder will be required to submit a copy of the program before a contract will be awarded.
3. Other laws, if applicable, that shall be observed, including, but not limited to: Prompt Payment Act (50 ILCS 505/3 et seq.), Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), Illinois Blacklist Trade Law (775 ILCS 15/1 et seq.), Public Works Preference Act (30 ILCS 560/0.01 et seq.), Employment of Illinois Workers in Public Works Act (30 ILCS 570/0.01 et seq.), Sexual Harassment (775 ILCS 5/2-105), Tax Delinquency (65 ILCS 5/11-42-1), and Interference with Public Contracting (720 ILCS 5/33 E).

G. COMPETENCY OF PROPOSERS

The opening and reading or posing of proposals shall not be construed as acceptance by the Village of the Proposers as being qualified, responsible candidates. The Village reserves the right to determine the competence and financial

and operational capacity of any Proposer. Upon request of the Village, the Proposer shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services or furnish the project required by the specifications. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

H. PROPER COMPLETION OF PROPOSAL DOCUMENTS

Proposal documents must be signed by an officer or employee of the Proposer having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting a proposal, the signatures must be attested to by the corporate secretary or other authorized officer of the corporation. All blanks on documents must be correctly filled in, using ink or entered in typed form. Any erasures and error corrections must be initialed in ink. All proposals shall be accompanied by a completed Proposal Certification Form, which is attached as Appendix 3.

I. PROPOSAL DELIVERY REQUIREMENTS

Proposals received prior to the time of opening will be securely kept, unopened. Proposals arriving after the specified date and time, whether sent by mail, courier, or in person, shall not be accepted and will either be refused or returned unopened. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope.

J. WITHDRAWAL OF PROPOSALS, DECLINATIONS

The Village Administrator may grant a request of withdrawal if a written request is received prior to the specified time of proposal opening. After the proposal opening, the Proposer cannot withdraw or cancel its proposal for a period of 60 calendar days and such proposal will be binding during that time.

K. AWARD OF CONTRACT

A contract for the described product or service shall be awarded to the most responsive and responsible Proposer whose proposal, on an overall basis, is the most advantageous to and in the best interests of the Village to accept. The Village unequivocally reserves the sole right to reject any and all proposals; waive formalities, technical deficiencies, and irregularities; or solicit new proposals or quotations if some other manner of negotiation better serves its interests. The Village Board's decision shall be final and not subject to recourse by any person, firm, or corporation. It is the express intent of the Village that all specifications as outlined in this Request for Proposal Document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Proposer.

No proposal shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or who has failed to faithfully perform any previous contract with the Village.

L. REFERENCES

The Proposer shall provide at least five references on the form in Appendix 2.

M. INDEPENDENT CONTRACTOR

The Proposer acknowledges that it is an independent contractor and that none of its employees, agents or assigns are employees of the Village. The Proposer shall be solely responsible for all unemployment, workers compensation, social security and other payroll tax payments required by law or union contract.

N. NON-ASSIGNMENT

The Proposer shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village.

O. SUBCONTRACTORS

The Proposer shall provide a list of subcontractors that will be doing work on this project on the form in Appendix 3.

P. FINAL PAYMENT

Final payment will be processed when the entire unpaid balance of the contract sum that shall be made by the Village to the Proposer when the contract has been fully performed by the Proposer except for the Proposer’s responsibility to correct non-conforming work as provided. Final payment shall be made by the Village not more than 30 days after the issuance of the final certificate of payment as approved by the architectural or consulting engineer, if applicable or the project or work is deemed completed by the Village. The contractor must submit a final waiver with final payment. The final waiver form can be found on the Village website at <http://www.lith.org/publicworks/page/waiver-liens>.

Q. STANDARD BOND REQUIREMENTS

1. Performance Bond

When marked as required on the cover sheet, the successful Proposer shall furnish a performance bond equal to the amount of the contract, acceptable to the Village, within 14 calendar days after notification of contract award. Such performance bond shall be issued by a surety company licensed to do business in the State of Illinois with a general rating of A minus or better in Best’s Insurance Guide. The form of the bond is attached to this RFP.

2. Labor & Material Payment Bond

When marked as required on the cover sheet, the successful Proposer shall furnish a labor & material payment bond equal to the amount of the contract, acceptable to the Village, within 14 calendar days after notification of contract award. Such labor & material payment bond shall be issued by a surety company licensed to do business in the State of Illinois with a general rating of A minus or better in Best’s Insurance Guide. The form of the bond is attached to this RFP.

R. INSURANCE AND INDEMNIFICATION

The Proposer shall procure and maintain for the duration of the Contract insurance against claims for injuries, persons, or damage to property which may arise from or in conjunction with the performance of work hereunder by the Proposer, his agents, representatives, employees or subcontractors. The Village of Lake in the Hills is to be listed as an additional insured on all policies. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Insurance is to be placed with insurers with a Best’s rating of no less than A-, VII and licensed to do business in the State of Illinois.

The Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Proposer’s work, including activities performed by or on behalf of the Proposer; products and completed operations of the Proposer; premises owned, leased or used by the Proposer; or automobiles owned, leased, hired or borrowed by the Proposer. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, agents and volunteers.

The Proposer’s insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Proposer’s insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers. The Proposer’s insurance shall contain a Severability of Interests/ Cross Liability clause or language stating that Proposer’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form,” then the Proposer shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.

All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

The Proposer and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

A Proposer shall maintain limits no less than:

1. Commercial General Liability with coverage written on an “occurrence” basis and with limits no less than:
 - a) General Aggregate: \$2,000,000
 - b) Bodily Injury & Property Damage:
\$1,000,000 per occurrence combined single limit
 - c) Other Coverage’s: \$2,000,000 or as otherwise approved or required by owner
Coverage’s shall include:
 - Premises Operations
 - Products/Completed Operations (to be maintained for five years following Final Payment)
 - Independent Contractors
 - Personal Injury (with Employment Exclusion deleted)
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability
 - Bodily injury and property damage
 - “X”, “C”, and “U” exclusions shall be deleted.
 - Blasting exclusions shall be deleted if Work involves blasting.
 - ISO Additional Insured Endorsement CG2010 shall be provided.
2. Workers’ Compensation and Employer’s Liability
The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.
 - a) Workers’ Compensation: Statutory limits;
 - b) Employer’s Liability with limits not less than:
 - \$1,000,000 per occurrence
 - \$1,000,000 each accident – policy limit
 - \$1,000,000 each disease – policy limit
 - \$1,000,000 disease – each employeeSuch insurance shall evidence that coverage applies to the State of Illinois and contain an “all States” endorsement.
3. Business Auto Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds. ISO Business Auto Liability coverage form CA0001, Symbol 01 “Any Auto” shall be provided.

Verification of Coverage: The Proposer shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 2010 or CG 2026. The Village reserves the right to request fully certified copies of insurance policies and endorsements.

Subcontractors. The Proposer shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Assumption of Liability: The Proposer assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

Indemnity Hold Harmless Provision: To the fullest extent permitted by law, the Proposer hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments (including deficiencies and interest), costs and expenses which may in any way accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Proposer, its employees or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, agents or employees, and pay for all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment, including any deficiency and interest, shall be rendered against the Village, its officials, agents or employees, any such action, the Proposer shall, at its own expense, satisfy and discharge same. This indemnity hold harmless provision shall be applicable to any action or claim under this paragraph, and it shall also include any action of law or equity brought by any party against the Village under federal or state law in an effort to set aside the contract.

The Proposer expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the member, its officials, agents, and employees as herein provided.

S. SAFETY/LOSS PREVENTION PROGRAM REQUIREMENTS:

Evidence of completed employee safety training shall be provided upon request

T. JURISDICTION:

The Contractor and the Village expressly consent to jurisdiction in the Circuit Court of the Twenty-second Judicial Circuit, McHenry County, Illinois.

GENERAL PROVISIONS

A. CONTRACT DOCUMENTS

The Contract Documents consist of the Request for Proposal between the Owner and Contractor, Addenda issued prior to execution of the Contract and modifications issued after execution of the contract. A modification is (1) a written amendment of the Contract signed by both parties, (2) a Change Order or (3) a written order for a minor change in the work issued by the Owner.

B. SUPERVISION AND CONSTRUCTION PROCEDURES

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the work. The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

C. CONSTRUCTION DOCUMENTS, BUILDING PERMIT, AND INSPECTIONS

The Contractor is responsible for securing a Village building permit and all required inspections. The Village will issue a no-fee permit. Drawings shall be submitted to the Village Community Services Department for permit review that fully describe the project as necessary.

D. CONTRACTOR'S CONSTRUCTION SCHEDULES

The Contractor, after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work.

E. USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment

G. OWNER'S RIGHT TO PERFORM CONSTRUCTION

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract.

H. CHANGE ORDERS

Changes in the work may be accomplished after execution of the Contract and without invalidating the Contract by Change Order. A Change Order is a written instrument prepared by the Owner and signed by the Owner and Contractor stating their agreement upon all of the following:

1. change in the work;
2. the amount of the adjustment, if any, in the Contract Sum; and
3. the extent of the adjustment, if any, in the Contract Time

The Owner will have authority to order minor changes in the work. Minor Changes in work does not involve adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

I. HAZARDOUS MATERIALS AND CONDITIONS

1. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material, substance or conditions encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Owner.
2. The Owner shall not be responsible for materials and substances brought to the site by the Contractor unless

such materials and substances were required by the Contract Documents.

J. UNCOVERING OF WORK

If a portion of the work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for the Owner's examination and be replaced at the Contractor's expense without change in the Contract time.

K. CORRECTION OF WORK

The Contractor shall promptly correct work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected work shall be at the Contractor's expense.

L. OWNER'S RIGHT TO STOP WORK

If the Contractor fails to correct work that is not in accordance with the requirements of the Contract Documents and persistently fails to carry out work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

M. TERMINATION BY THE OWNER FOR CAUSE

The Owner may terminate the Contract if the Contractor:

1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

The Owner may terminate the Contract for cause. Upon receipt of written notice from the Owner of such termination for cause, the Contractor shall:

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and
3. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination by the Owner for cause, the Contractor shall be entitled to receive payment for work executed.

N. TERMINATION OR SUSPENSION BY THE OWNER FOR CONVIENIENCE

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Owner may determine.

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and
3. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

O. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract.

P. CLAIMS

1. A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate claims shall rest with the party making the claim.
2. The Owner will review the claims and within seven days of receipt of the claim take one or more of the following actions: (1) request additional supporting data from the claimant, (2) reject the claim in whole or in part, (3) approve the claim or (4) suggest a compromise.
3. The Owner will approve or reject claims by written decision, which will state the reasons for the decision. The approval or rejection of a claim by the Owner shall be final.

SPECIFICATIONS

The Village of Lake in the Hills is soliciting proposals for the removal and replacement of the Lynn Dillow Park Playground at 4155 Spring Lake Drive. You (the “Contractor”) are invited to participate in this RFP because you submitted a design concept plan for this location that was selected by the Village’s Parks and Recreation Board at their April 20, 2022 meeting as one of the final four design concept plans (please see the table below).

Lynn Dillow Park Playground (final three design concept plans)

Vendor	Title of the Design Concept Plan selected by the Parks and Recreation Board
Play Illinois	Proposal #: 129-150457-1 R2
Play Illinois	Proposal #: 129-150458-1 R2
Parkreation	Lynn Dillow Park X Tower
Parkreation	Lynn Dillow NRG Design

Please note that because the Parks and Recreation board selected both of your design concept plans as “finalists” in this process, you are being asked to provide an RFP submittal for both of your design concept plans.

Desired Playground Features

During this RFP process, **Contractors are strongly encouraged** to adjust their design concept plans based on the following desired playground features as expressed by the Parks and Recreation (“P&R”) Board and the Lynn Dillow Park Focus Group attendees:

1. A nature theme/feature (this desire was reiterated by the P&R Board at their April 20th meeting)
2. Sensory features such as rails, sit and spins. etc. (this desire was reiterated by the P&R Board at their April 20th meeting)
3. Swings – would like to have at least 2 of each kind and all in one area. Liked the bench swing and the generational swing where an adult and child can swing together.
4. Ramps that lead to the equipment.
5. Features that provide shade.
6. Double slides (but no enclosed tube slides, please)
7. Zip-lines
8. Interest in seeing a pour and play surface (as opposed to the existing fibar) in at least some areas. For example, in pathways to certain areas of the playground.
9. A playground communication board.
10. Equipment age separation (ages 2-5 and 5-12 areas, for example)
11. If balance beams are included they shouldn’t be too high off the ground.

Note: Picnic tables and benches should be excluded from design concept plans as these amenities are furnished and installed by the Village.

Selection Criteria

RFP selection criteria will include: price, size, layout and design, quality of equipment, color, safety/risk management, maintenance, and warranty. The 2022 Village budget for this project is \$223,000.00.

Project Completion Date

The project must be completed by September 30, 2022, or the Contractor will be charged \$250.00 per each calendar day over this date as liquidated damages. **However, if the Contractor believes that they will not be able to complete the project by September 30, 2022**, the Contractor must write an alternative project due date on **APPENDIX 1 SCHEDULE OF ALTERATIONS AND DEVIATIONS** and submit this Appendix with their RFP submittal for the Village’s consideration.

A written statement from the Contractor indicating completion of the project will be required to initiate a final punch

list sign off by the Village Project Manager, Scott Parchutz. If the contractor experiences a delay in the project due to circumstances not under the contractor's control, the contractor may request an extension to the completion date; however, any/all extensions must be granted in writing by the Village Project Manager.

All RFP submittals must contain:

1. One poster board design concept plan
2. One hard copy and one electronic copy of the following:
 - a. RFP Appendixes 1-4
 - b. A copy of the design concept plan and supporting materials including color options, dimensions and specifications for the equipment included on the design concept plan.
 - c. A copy of the manufacturer's warranty (no greater than three pages)

The contractor shall perform the work noted and shall comply with terms noted here:

- 1) Provide all labor, equipment, and materials to remove, dispose and replace the Lynn Dillow Park playground equipment at 4155 Spring Lake Drive. The Village shall remove and dispose of all existing playground equipment; however, the Vendor shall remove and dispose of all spoils from the site. All spoil disposal costs are the responsibility of the vendor.
- 2) Support post for the structure shall be a minimum of 5 inch O.D. aluminum or steel, powder-coated finish with solid aluminum or steel caps.
- 3) Fasteners shall be stainless steel and shall be tamper resistant.
- 4) Colors will be selected by the Owner.
- 5) Plastic parts shall be a UV stabilized, flame retardant HDPE, LDPE, or a solid PVC type product.
- 6) Rotationally molded products shall be of a double wall construction, LDPE.
- 7) All welds shall be solid, prepared, and powder-coated as the rest of the metal products on the structure.
- 8) Contacting J.U.L.I.E. and working with the Village of Lake in the Hills Public Works Department for any underground utilities not located by J.U.L.I.E. Any municipal underground infrastructure locations should be done immediately (by Village of LITH) so that information may be beneficial to have J.U.L.I.E. provide an initial location of infrastructure so that information could also be incorporated as part of the bidding documents.
- 9) Installation and daily maintenance of fencing (minimum height: five feet) around entire perimeter of construction site from start through completion of project, especially securing of the site at the end of work days. The use of orange plastic fencing is not approved.
- 10) No cement trucks or heavy vehicles are allowed beyond the paved parking lot. Concrete must be transported via powered wheelbarrow or similar equipment.
- 11) The contractor shall clean up the entire project site and complete repairs to any property damaged prior to removal of fencing.
- 12) The contractor shall repair any and all turf damage as a result of this construction project and shall utilize the use of pulverized topsoil and Village approved grass seed mix.
- 13) Removal and disposal of all spoils from excavation site.
- 14) Installation and maintenance of erosion control throughout project.
- 15) Contractor must possess a valid contractor license for the Village of Lake in the Hills.
- 16) All playground equipment must be installed to comply with manufacturer's written installation instructions.
- 17) Installer must be certified by the manufacturer.
- 18) If the Contractor is keeping the existing Impact Attenuating Surface/engineered wood fiber at the park then the Contractor will be required to add additional wood fiber to meet the playground critical fall height needed as part of the project. Loose-fill materials will compress at least 25% over time due to use and weathering. Therefore, the engineered wood fiber must be 'overfilled' by 25% to ensure thickness to protect to required critical fall height throughout the next 12 months. If fiber is being used by the Contractor, then the Contractor shall provide the fiber manufacturer's maintenance requirements for, and test data on:
 - a) Critical height based on ASTM F1292 impact attenuation testing.
 - b) Minimum fill-depth data.
 - c) Toxicity.
 - d) ADA/ABA accessibility guidelines for firmness and stability based on ASTM F1951.
- 19) Installer must have a current Certified Playground Safety Inspector conduct a Safety Audit prior to submitting

notification of project completion.

20) Contractor shall not remove fencing until project is approved and accepted by Village.

21) CAST-IN-PLACE CONCRETE

- a) Concrete Materials and Properties: Comply with requirements in Section "Cast-In-Place Concrete" ACI 301.
- b) Concrete Materials and Properties: Dry-packaged concrete mix complying with ASTM C 387.

22) EXECUTION

- a) Post and Footing Excavation: Excavate holes for posts and footings as indicated in firm, undisturbed, or compacted subgrade soil.
- b) Post Set on Subgrade: Level bearing surfaces with drainage fill to required elevation.
- c) Post Set with Concrete Footing: Comply with ACI 301 for measuring, batching, mixing, transporting, forming, and placing concrete.
- d) Set equipment posts in concrete footing.
- e) Embedded Items: Use setting drawings and manufacturer's written instructions to ensure correct installation of anchorages for equipment.

Safety Standards and Guidelines:

All public playground equipment supplied shall meet all applicable provision of the current "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (CPSC), and of ASTM F1487-01 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," published by the American Society for Testing and Materials (ASTM.) Products bearing the certification seal of the International Play Equipment Manufacturers Association (IPEMA) have received written validation of compliance with ASTM F1487-01.

Accessibility Standards and Submittal Requirements:

In order to ensure that each submitted proposal complies with Accessibility Requirements as set forth in ADA Accessibility Guidelines (ADAAG.) **Each submittal shall be accompanied by a calculation demonstrating how the ratio and number of ground level vs. elevated components of the composite (main) structure complies with those requirements as set forth in the ADAAG (latest version.) The swings should not be included in the calculation.**

Warranty:

- 1) One Hundred (100) Year Limited Warranty on aluminum and steel upright posts against structural failure due to corrosion, deterioration or workmanship.
- 2) One Hundred (100) Year Limited Warranty on clamps against structural failure due to corrosion, deterioration or workmanship.
- 3) One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- 4) One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems
- 5) Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- 6) Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- 7) Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- 8) Ten (10) Year Limited Warranty on Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- 9) Ten (10) Year Limited Warranty on products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- 10) Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- 11) Five (5) Year Limited Warranty on cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.

APPENDIX 1
SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
---------	-----------	--------------------------------------

APPENDIX 2
REFERENCE SCHEDULE

1. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

2. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

3. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

4. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

5. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

APPENDIX 4
VILLAGE OF LAKE IN THE HILLS
PROPOSAL CERTIFICATION FORM
Lynn Dillow Park Playground Removal and Replacement

COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF _____ Dollars (\$ _____)

EQUIPMENT MANUFACTUER: _____

NAME OF INSTALLER: _____

TYPE(S) OF PLAYGROUND IMPACT ABSORBING MATERIAL

BEING USED _____

1. COST

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly

contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Proposer must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village’s interpretation of this statute is that such a policy does not have to be submitted with the proposal, but the Proposer must have one in order to receive a contract.

The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

2. DELIVERY REQUIREMENTS:

If applicable, the undersigned hereby affirms and states that the prices listed as “Delivered and Installed” are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

3. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded this contract, [he/she] will completely perform the contract in strict accordance with its terms and conditions by September 30, 2022.

4. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said Lynn Dillow Park Playground Removal and Replacement Project, in accordance with the following specifications and drawings (if required) as attached.

5. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers’ Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at _____ this _____ day of _____, 20 ____.

By: _____
(Signature of President or designee)

Its: _____
Title

_____, being duly sworn, deposes and states that he/she is the _____

_____ of _____ and that the statement above is

true and correct. Subscribed and sworn before me this _____ day of _____, 20 ____

(NOTARY STAMP)

Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20 ____

By: _____
(signature)

Title: _____

EXHIBIT D

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: that _____
(Full name and address)

as Principal, hereinafter called Contractor, and _____
(Full name and address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Village of Lake in the Hills, 600 Harvest Gate Road,

Lake in the Hills, Illinois, 60156 as Obligee, hereinafter called Owner in the amount of _____

Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs,

executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20__ entered into a contract with Owner for

_____) in accordance with Drawings and Specifications prepared by _____ which contract is

by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by Owner.

Whenever Contractor shall be, and declared by owner to be in default under the Contract, The Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs

and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

SURETY
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

SURETY
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EXHIBIT E

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Labor and Material Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.