



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING

JUNE 6, 2023  
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 Amending Chapters 9 and 17 of the Municipal Code
    2. Master Service Agreement for Network Maintenance with De Kind Computer Consultants, Inc. for Professional Informational Technology Services
  - B. Police
    1. Sergeant Appointment above authorized Staffing Level
  - C. Community Development
    1. Resolution approving a Reduction of the Performance Security for Arden Rose Senior Living at 700 E. Oak Street
  - D. Public Works
    1. Ordinance authorizing the approval of an Airport Ground Lease for Hangar PAP-31 with Kavik Air, LLC
  - E. Parks & Recreation
    1. Village Support Request for the 2023 Lake in the Hills Rockin' Rotary Ribfest
5. Board of Trustees
6. Village President
7. Adjournment

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

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7400 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** June 6, 2023

**DEPARTMENT:** Administration

**SUBJECT:** Ordinance Amending Chapters 9 and 17 of the Municipal Code

## EXECUTIVE SUMMARY

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Chapter 9, Bidding and Contract Procedures, of the Municipal Code was last updated back in April of 2006. Since that time, there have been statutory changes, which have not yet been incorporated into Village processes. Staff has prepared the attached Ordinance amending portions of both Chapter 9 and Chapter 17, Purchasing Standards and Procedures to better align the Code to the statute. In addition, a number of changes are proposed that will increase the efficiency of Village operations by providing staff with a more flexibility in the bidding process. This will result in a reduction of the quantity of Board agenda items moving forward.

Below is a summary of the changes:

- Section 9.01 has been updated to recognize that there are other procedures that could be utilized, in addition to competitive bidding.
- Section 9.02, Formal Contract Procedure, currently treats all purchases the same, requiring each to go through the formal bid process for expenditures over \$20,000. According to the statute, this requirement is intended specifically for Public Work Contracts. As such the section has been updated to differentiate between requirements for Public Work Contracts versus Material, Supply, and Service Contracts.
  - The statutory limit on Public Work Contracts was increased from \$20,000 to \$25,000 five years ago (65 ILCS 5/8-9-1); however, the Village Code has not been updated accordingly. As costs continue to increase over time, the investment of resources to formally bid projects at such a low dollar amount becomes prohibitive.
  - The Village Administrator can approve purchases for material, supply, and service contracts up to \$100,000. Segregating material, supply, and service contracts provides flexibility so that a formal bid is not required in all situations. Contracts in excess of the \$100,000 threshold would still trigger the bidding requirement.
  - Professional services require a carveout because they are exempt from the formal bid process in accordance with the statute (65 ILCS 5/8-10-4). There are separate requirements, such as for Requests for Qualifications, that do not allow price comparing certain services until after a qualified contractor is identified.
  - Third Party Funding was added to simplify the approval process on third party contracts when the Village's portion of the expense falls within the spending authority of the Village Administrator. An example of this would be grant funded airport capital projects, where the Village's contribution is 5% of the total project

cost. This change will help to simplify an otherwise complex process to award and subsequently move forward with any airport capital project that involves Federal Aviation Administration (FAA) or Illinois Department of Transportation (IDOT) funding.

- Budget Limit was added to require Board approval for those purchases or contracts that will exceed the budget authority at the legal level of budgetary control.
- Section 17.03 was updated to define when a budget transfer or amendment would be required. Unbudgeted up to \$25,000 can be approved by the administrator. Unbudgeted expenditures that exceed \$25,000 or exceed the budget authority at the legal level of budgetary control require approval by the Board.
- Section 17.04 was updated to allow for Board approved multi-year agreements to go straight to PO without requiring annual approvals.
- Section 17.07 clarifies that a PO is required for expenditures over \$25,000 in accordance with the procedures now identified in Chapter 9. For those expenditures that do not require formal bidding, a PO is required for all purchases between \$5,000 and \$100,000.
- Section 17.08 was updated to include the Northern Illinois Purchasing Cooperative.
- Section 17.09 includes an aggressive update to the Village's Capital Asset thresholds to align them with those in our comparable communities. The report showing the thresholds has been attached for reference. The annual tracking requirements of assets has become cumbersome to all departments, when the thresholds are set too low. While this change appears substantive, it streamlines the tracking process while simultaneously retaining the majority of the value across the asset classes for financial reporting purposes.
- Remaining Sections of Chapter 17 are being updated to mirror the changes in Chapter 9.

## **FINANCIAL IMPACT**

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None.

## **ATTACHMENTS**

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1. Ordinance
2. Comparable Communities Report

## **RECOMMENDED MOTIONS**

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Motion to Approve an Ordinance Amending Portions of Chapter 9, Bidding and Contract Procedures, and Chapter 17, Purchasing Standards and Procedures.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2023-\_\_\_\_\_

**An Ordinance Amending Portions of  
Chapter 9, Bidding and Contract Procedures,  
and Chapter 17, Purchasing Standards and Procedures,  
of the Lake in the Hills Municipal Code**

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

**WHEREAS**, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, the efficient operations of the Village and its ability to obtain advantageous pricing will be enhanced by revising procedures for bidding and entering contracts

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Lake in the Hills, Illinois, pursuant to its home rule authority, as follows:

**SECTION 1:** The preambles of this Ordinance are hereby incorporated as if fully stated herein.

**SECTION 2:** That Chapter 9, Section 9.01, Competitive Bidding Required, shall be amended to read as follows:

9.01 COMPETITIVE BIDDING AND OTHER CONTRACT REQUIREMENTS~~D~~

Any public work or other public improvement shall be competitively bid, to the extent required by statute, and any other contract shall abide by the procedures as set forth in the Village Code, including internal purchasing policy requirements not in conflict with the Code, as established and updated by the Village Administrator, from time to time that is not to be paid for in whole or in part by special assessment or special taxation, and all purchases of and contracts for supplies, materials and services shall, except as specifically provided herein, be based whenever possible on competitive bids.

**SECTION 3:** That Chapter 9, Section 9.02, Formal Contract Procedure, shall be amended to read as follows:

9.02 FORMAL CONTRACT PROCEDURE

A. PUBLIC WORK CONTRACTS: All public work or other public improvement that is not to be paid for in whole or in part by special assessment or special taxation, ~~and all purchases, orders or contracts for supplies, materials, equipment or contractual services except as otherwise provided herein,~~ when the estimated cost thereof shall exceed twenty-five thousand dollars (\$20,000.00-25,000.00), shall be purchased from the lowest responsible bidder, after due notice inviting bids, unless competitive bidding is waived by a vote of two-thirds of the Board of Trustees then holding office.

B. MATERIAL, SUPPLY, AND SERVICE CONTRACTS: The Village shall employ methods of internal price comparisons for bulk commodity, supply, and service contracts (excluding contracts for professional services of individuals possessing a high degree of professional skill, as provided in 65 ILCS 5/8-10-4), such as but not limited to salt, computer equipment, and software, up to one hundred thousand dollars (\$100,000.00) as additionally described in Section 17.07 of this Code, and for any contract for materials, supplies, or services in which the estimated cost shall exceed one hundred thousand dollars (\$100,000.00), such shall be competitively bid, following the procedures set forth in the Code, unless competitive bidding is waived by a vote of two-thirds of the Board of Trustees.[BS1][BS2]

C. THIRD PARTY FUNDING: For any contracts partially or wholly funded by a third party (e.g., state or federal agency grants, funds available to pay a claim through a liability insurer/risk management provider), for which the Village will not incur a direct expense beyond the contracting and spending authority granted to the Village Administrator in this Code, the Village Administrator shall have authority to approve such contracts without further authorization of the Village Board, even though the total contracted price is estimated to exceed the applicable limit inclusive of third party funding.[BS3]

D. BUDGET LIMIT: All purchases and contracts must not exceed the budget authority at the legal level of budgetary control, in accordance with Section 3.13 D, without subsequent approval by the Village Board of Trustees.

**SECTION 4:** That Chapter 17, Section 17.03, Purchase Authority, shall be amended to read as follows:

17.03 PURCHASE AUTHORITY

In general, all supplies, materials, equipment and contractual/professional services required for operational efficiency shall be included in the annual budget. Purchase of same as required during the fiscal year shall proceed in accordance with these procedures upon approval of the annual budget by the Village Board.

Each Department Head of the Village shall be responsible for his or her own department's purchasing needs in strict compliance with the procedures set forth herein. They may delegate this purchasing authority to subordinates, but still bear responsibility that these procedures are followed.

The Finance Department is responsible for determining if an item is budgeted, adequate funds are available and proper purchasing procedures are followed. No department may make charges against budget accounts of other departments without the consent of the other department.

A. Purchases requiring budget transfers or amendments:

1. All purchases up to and including twenty-five thousand dollars (\$25,000.00) that will not be made in accordance with the approved budget, but are within the budget authority at the legal level of budgetary control, must be approved by the Village Administrator.

1.2. All purchases and contracts exceeding twenty-five thousand dollars (\$25,000.00) that will not be made in accordance with the approved budget, or those which exceed the budget authority at the legal level of budgetary control, in accordance with Section 3.13 D, require approval through the Board of Trustees.[SA4]  
[PS5]

**SECTION 5:** That Chapter 17, Section 17.04, Purchase Orders, shall be amended to read as follows:

17.04 PURCHASE ORDERS

A purchase order must be prepared for the following purchases:

1. Any purchase of goods or services in excess of \$5,000.00.
2. Any case where the vendor requires a purchase order.

Exclusive of the above requirements, a Department Head may request that a purchase order be prepared at any time they feel it is best or prudent to do so. Department Heads or designees must approve all purchase orders. The Finance Department will issue purchase orders for all purchases up to and including twenty-five thousand dollars (\$20,00025,000.00) made in accordance with the approved budget. Purchase orders for purchases up to and including twenty-five thousand dollars \$20,00025,000.00 that will not be made in accordance with the approved budget must be approved by the Village Administrator. Purchase orders for purchases in excess of twenty-five thousand dollars (\$20,00025,000.00) when competitive bidding is required or one hundred thousand dollars (\$100,000.00) for any purchase, will be issued by the Finance Department following Village Board approval. Village Board approval is not necessary for purchase orders in excess of twenty-five thousand dollars (\$25,000.00), if the purchase order is part of a multi-year agreement previously approved by the Board, within the approved budget for the given year, and for which an initial purchase order was properly issued.

**SECTION 6:** That Chapter 17, Section 17.07, Purchasing Procedures, shall be amended to read as follows:

17.07 PURCHASING PROCEDURES

A. PURCHASES IN EXCESS OF \$20,00025,000.00: Village ordinance requires that all-certain purchases made from one vendor for a particular item or like types of itemswork, items and services exceeding a cost of twenty-five thousand dollars (\$20,00025,000.00) per purchase within the fiscal year, must be accomplished through formal bidding procedures or by a bid waiver approved by the Village Board as specified in Chapter 9 of this Code. If doubt exists as to whether formal bidding is required, the Finance Director shall be contacted before any purchase is initiated. The splitting of a purchase into two or more purchase orders for the purpose of avoiding the bidding process is prohibited.

~~In certain circumstances the best interests of the Village would be served by a purchase from one particular vendor despite the purchase amount being in excess of \$20,000. In such cases, a request to waive competitive bidding must be submitted to the Village Board for its consideration and approval.~~

B. PURCHASES UP TO AND INCLUDING \$20,000100,000.00:

~~1. Purchases requiring budget transfers or amendments: All purchases up to and including \$20,000 that will not be made in accordance with the approved budget must be approved by the Village Administrator.~~

~~1. 2. Purchases that are not subject to formal, competitive bidding, in excess of five thousand (\$5,000.00) up to and including one hundred thousand dollars (\$20,000100,000.00) per purchase within the fiscal year:~~ At least three quotations are required to be submitted with the purchase order requisition before a purchase order will be issued.

The Department Head shall secure at least three ~~verbal~~ ~~or~~ written quotations or proposals from prospective vendors for the item or service. As in the case of formal bidding, the purchase shall be made from the lowest responsible quotation. The results of a quotation and vendor award recommendation shall be forwarded to the Finance Department with the purchase order requisition.

In the event a Department Head feels that a purchase under this category should be made from one certain vendor rather than through quotations, a recommendation to do so is to be directed to the Finance Director, who would seek approval from the Village Administrator, if the Finance Director agrees with the recommendation. In effect, this is a quotation waiver.

2. Purchases less than and including \$5,000.00 per purchase within the fiscal year: Purchases in this category can best be described as those day-to-day purchases needed to perform a job or service.

Although day-to-day, purchases less than and including five thousand dollars (\$5,000.00) may be done without a purchase order and without prior approval, the responsibility still exists for making the most economical purchases. Spot price checks and surveys must be made from time to time to ensure that the price being paid is the best price available and that the quality is the best that is available at that price.

Day-to-day purchasing should be made through that vendor who offers the best usable product at the lowest price. Also, accepting deliveries should rate preference over picking up where no delivery/premium



charges are involved and there is no immediate need for the item. When receiving an item purchased under informal buying, a receipt or packing slip should be obtained. This receipt is to be turned in to the Department Head for payment approval.

C. EMERGENCY PURCHASES: An emergency condition is described as a condition where the health, safety, and/or welfare of the Village or its residents are affected. If it is determined that an emergency condition exists, the Department Head may make a purchase to remedy the emergency if verbally authorized by the Village Administrator. The Department Head must make a full written report regarding the emergency purchase to the Village Administrator as soon as possible. The written report should describe the emergency condition, the actions taken to remedy the condition, and the full costs incurred. If the costs incurred exceed twenty-five thousand dollars (\$20,000.00) when competitive bidding would be required, or exceed one hundred thousand dollars (\$100,000.00) for any emergency purchase, the Village Administrator will report the emergency condition to the Village Board for approval of a bid waiver.

**SECTION 7:** That Chapter 17, Section 17.08, Joint Purchasing, shall be amended to read as follows:

17.08 JOINT PURCHASING

Joint purchasing is encouraged whenever possible.

A. STATE PURCHASING: Certain items are annually let for bids by the Procurement Division of the State of Illinois. Any unit of government in the state may avail themselves of these bid prices. Purchasing through State Purchasing may satisfy the requirement for bidding even though the purchase may be in excess of twenty-five thousand dollars (\$20,000.00).

When items are purchased through the State Purchasing vendor, the Department Head prepares a purchase order requisition as normally prescribed, but also submits a copy of the State Purchasing Contract.

B. COOPERATIVE PURCHASING: It may also be beneficial for the Village to join with other units of local government, the Northwest Municipal Conference, the Northern Illinois Purchasing Cooperative, and/or other councils of government in securing price quotations and in bid letting. Purchasing through Cooperative Purchasing may satisfy the requirement for bidding

even though the purchase may be in excess of twenty-five thousand dollars (~~\$20,000~~25,000.00).

**SECTION 8:** That Chapter 17, Section 17.09, Capital Assets, shall be amended to read as follows:

17.09 CAPITAL ASSETS

Certain purchases will be recorded in the Village's records as capital assets. Capital assets shall include land, land right-of-way, land improvements, buildings, building improvements, construction in progress, machinery, equipment, furniture, vehicles, software, easements, and infrastructure such as roadways, storm sewers, water mains, etc. that meet the following criteria:

1. The asset must be either tangible, software, or an easement.
2. The asset must provide a benefit for more than one fiscal year.
3. The acquisition cost of the asset, using a standard unit of measure, must be greater than or equal to the capital asset dollar threshold for the category in which the asset would be included as follows:

<del>Computer Software</del>	<del>\$ 3,000</del>
<del>Equipment</del>	<del>\$ 3,000</del>
<del>Office Furniture &amp; Equipment</del>	<del>\$ 3,000</del>
<del>Storm Sewers</del>	<del>\$20,000</del>
<del>Vehicles</del>	<del>\$20,000</del>
<del>Buildings &amp; Land Improvements</del>	<del>\$35,000</del>
<del>Roadways</del>	<del>\$80,000</del>
<del>Water Storage &amp; Distribution</del>	<del>\$80,000</del>
<u>Computer Hardware &amp; Software</u>	<u>\$25,000.00</u>
<u>Equipment</u>	<u>\$25,000.00</u>
<u>Vehicles</u>	<u>\$25,000.00</u>
<u>Buildings &amp; Building Improvements</u>	<u>\$50,000.00</u>
<u>Land</u>	<u>\$1.00</u>
<u>Land Improvements</u>	<u>\$50,000.00</u>
<u>Storm Sewers</u>	<u>\$250,000.00</u>
<u>Streets or Roadways</u>	<u>\$250,000.00</u>
<u>Water Infrastructure</u>	<u>\$250,000.00</u>

**SECTION 9:** In all other respects, the requirements of the Village Code, shall remain in full force and effect.

**SECTION 10:** 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 11:** All ordinances or parts of ordinances in conflict herewith are provisionally repealed to the extent of such conflict.

**SECTION 12:** This Ordinance shall be in full force and effect immediately upon its approval, notwithstanding its publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 8<sup>th</sup> day of June, 2023 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 JUNE, 2023

\_\_\_\_\_  
Village President, Ray Bogdanowski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Shannon DuBeau

Published: \_\_\_\_\_

# Capital Assets

City/Village	Computers */ Computer Software	Equipment	Office Furniture & Equipment	Storm Sewers	Vehicles	Buildings & Improvements	Land Improvements	Roadways	Water Storage & Distribution
Lake in the Hills	\$3,000	\$3,000	\$3,000	\$20,000	\$20,000	\$35,000	\$35,000	\$80,000	\$80,000
South Elgin	\$50,000	\$50,000	\$50,000	\$250,000	\$50,000	\$50,000	\$50,000	\$250,000	\$250,000
Batavia	\$100,000	\$50,000	\$100,000	\$200,000	\$35,000	\$50,000	\$50,000	\$200,000	\$200,000
Algonquin	\$25,000	\$40,000	\$25,000	\$250,000	\$40,000	\$50,000	\$100,000	\$250,000	\$250,000
Woodstock	\$20,000	\$20,000	\$20,000	\$50,000	\$20,000	\$50,000	\$50,000	\$50,000	\$50,000
Grayslake	\$25,000	\$25,000	\$25,000	\$250,000	\$25,000	\$50,000	\$50,000	\$250,000	\$250,000
Moline		\$25,000	\$25,000	\$50,000	\$25,000	\$50,000	\$50,000	\$50,000	\$50,000
Gurnee	\$25,000	\$25,000	\$25,000	\$250,000	\$25,000	\$50,000	\$25,000	\$250,000	\$250,000



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** June 6, 2023

**DEPARTMENT:** Administration

**SUBJECT:** Master Service Agreement for Network Maintenance with De Kind Computer Consultants, Inc. for Professional Informational Technology Services

## EXECUTIVE SUMMARY

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Staff is seeking the Board's approval to award a Master Service Agreement for network maintenance to De Kind Computer Consultants, Inc. of North Barrington for a 12-month term in the amount of \$123,200.

In June of 2016, the Village hired an IT Manager serving as the first in-house staff member tasked with meeting the technology needs of the Village and providing greater on-site assistance to staff. The IT Manager served as the liaison to the Village's IT consulting firm, thereby creating a co-managed environment. In February of 2020, the division saw growth with the addition of a newly created IT Specialist position to provide increased coverage for IT support with the continued intention of reducing reliance on outsourced consultant contributions. However, the MIS Division has encountered challenges in achieving stability with this model due to the turnover rate of three IT managers over the span of 6.5 years.

Each time the Village experiences the departure of a staff member, it provides an opportunity to re-evaluate the vacated position to determine whether any improvements can be made to our processes or division structure. In an effort to explore what other means by which IT services can be provided, Village staff released a Request for Qualifications (RFQ) for a Managed Service Provider on February 22, 2023. The RFQ results are attached for your review. Five (5) sealed responses were opened. An evaluation committee consisting of Administrator Andrews, Assistant Village Administrator Eccles and IT Specialist Katari ranked each of the responses according to specific weighted criteria. Criteria included overall methodology (30%), public sector experience and expertise (25%), references (15%), and resources (30%).

Based upon the review of submittals, finalist interviews, and the results of the reference checks, staff recommends De Kind Computer Consultants for a one (1) year contract, with automatic annual renewals provided neither party provides a 90-day notice prior to the annual renewal date with intent to cancel. As the Village pursues a reorganization and enhancement of technological capabilities, De Kind offers a viable solution fulfilling the requirements within the scope of services as outlined in the RFQ. This includes a full-range of support services for the Village's

network system, from day-to-day troubleshooting to strategic planning, budgeting assistance, monthly reporting, and more.

De Kind is recommended due their level of experience, resources, and variety of service offerings including the following highlights:

- 20+ years of industry experience, with approximately 200 clients in a variety of industries, including municipal environments;
- Consistent IT support with 24/7/365 service with dedicated technicians and on-site visits;
- No onboarding fees;
- Every service is billed at an equal rate regardless of experience needed to complete the work;
- Technology budget development assistance, including two (2) complimentary hours per quarter;
- Ability to roll over unused hours; and
- Asset replacement schedule management.

Based on De Kind's internal analysis of our current environment, 105 service hours per month is recommended to meet the Village's needs. This recommendation is based on factors such as user count, server count, voicemail count, network equipment count, number of facility locations, complexity of network, and administrative expectations.

The IT Specialist will be primarily assigned to support the Police Department's unique software and hardware systems. De Kind will serve as back-up coverage for the IT Specialist, as well as primary coverage for Village Hall and Public Works. De Kind also has a unique and distinct perspective in that a member of their leadership team, Brian DeKind, is an active police officer. Their engineers are experienced in supporting an array of municipal software, including Tyler Technologies, Laserfiche, Fortigate Firewall Webfiltering, Mitel, GoToMeeting, Granicus, Adobe Creative Cloud, Quicket, Livescan, LEADS, Cartegraph, SCADA, and more.

## **FINANCIAL IMPACT**

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The FY24 operating budget will experience a reduction in expenditures in the General Fund due to the elimination of the IT Manager position through attrition, as well as a 30.5% decrease in the hourly rate for billable consultant hours through June 2024. Compensation for services is based on an hourly rate of \$100/hour for the first 105 hours of service each month. Any hours incurred by De Kind over the 105 pre-purchased hours in one month will be invoiced separately at the standard service rate of \$130/hour. The monthly fee for services includes payment for all labor, travel/fuel, insurance, same-day response fees, and emergency-page fees for the entire term of the Master Service Agreement (attached). In the event the Village is beginning to trend over the allotted hours at the 80% usage rate, the option to purchase 100 hours of service at the discounted service rate of \$100/hour is also available.

The actual personal services cost for the IT Manager position, including compensation and benefits, reached \$146,902.56 in FY22 before it was vacated in early December. The Village's FY23 budget includes \$157,080.10 in salary and benefits for the IT Manager position. De Kind's rate of compensation at cost of \$10,500 per month, plus the prorated first month of service at \$7,700,

equates to a base total of \$70,700 in the current year. These expenses will be offset by the savings during the vacancy of the position.

Additionally, \$43,200 was budgeted for and expensed in the FY23 budget with the Village's current provider for additional network IT support in the form of a block of 300 pre-purchased hours at a rate of \$144/hour. The remaining hours would be utilized to wrap up current projects and help execute a smooth transition between the incumbent and incoming provider.

	<u>2022 Actual</u>	<u>2023 Budget</u>	<u>2023 Projected</u>	<u>2024 Projected</u>
MSP Cost	\$40,500	\$43,200	\$113,900	\$126,000
IT Manager Cost	\$146,903	\$157,080	\$0	\$0
Total Cost	\$187,403	\$200,280	\$113,900	\$126,000
MSP Hours	180	300	1007	1260
IT Manager Hours	1840	1840	0	0
Total IT Hours	2116	2236	1007	1260

As the Village continues to invest in its IT infrastructure, the quantity of tickets is expected to decline. For example, the Village now has a five-year computer replacement cycle and network downtime has been reduced due to server upgrades.

The FY23 budget also includes \$5,200 for the IT ticketing system software maintenance. De Kind has provided a quotation (attached) in the amount of \$4,290.00 to migrate to their selected remote monitoring system, which would result in a minimum cost savings of \$910 in the current fiscal year. The proposed system is substantially more than just remote monitoring, and features asset management, alert management, one-to-many deployment, and more.

## **ATTACHMENTS**

1. Master Service Agreement
2. RFQ Results
3. De Kind's Response to RFQ
4. Quotation #1LITH42523

## **RECOMMENDED MOTION**

Motion to enter into a one-year Master Service Agreement with De Kind Computer Consultants, Inc. for professional information technology services for a one (1) year base cost of \$123,200.

**Master Service Agreement**  
**Between the Village of Lake in the Hills**  
**and De Kind Computer Consultants, Inc.**  
**for Professional Information Technology Services**

In consideration of the mutual promises set forth below, the Village of Lake in the Hills, 600 Harvest Gate, Lake in the Hills, Illinois 60156, a unit of local government created and existing under the laws of the State of Illinois (hereinafter "Village") and De Kind Computer Consultants, Inc. (hereinafter "Consultant") make this Agreement as of the 8th day of June, 2023, and hereby agree as follows:

**1. Consultant's Services**

The Consultant will provide a full-range of support services for the Village's computer-based technologies system. Consultant will perform the following services as outlined below:

**A. General Services**

- I. Manage helpdesk services and perform basic IT support functions including installing and troubleshooting personal computers (PCs), laptops, tablets, cell phones, printers and other office hardware and software.
- II. Maintain the security and functionality of network systems including associated Wi-Fi networks.
- III. Make recommendations regarding, and assist in, the composing of annual IT budget and strategic capital plans that balance cost effectiveness and enhanced capabilities.
- IV. Provide Village with assistance with basic purchasing functions including providing specifications, obtaining quotes, and sharing recommendations for viable partnership opportunities with outside vendors.
- V. Create, design and implement plans for future IT resource needs and integrate new equipment into existing IT infrastructures.
- VI. Manage information technology and systems by planning, organizing, controlling and evaluating IT and electronic data operations.
- VII. Diagnose and correct application problems, configure laptops and desktops with standard and specialized applications, identify and correct end user hardware problems and perform basic diagnostics to advanced troubleshooting.
- VIII. Ensure data integrity, network access and preserve assets through performing regular disaster recovery and back-up procedures.
- IX. Identify problematic areas and implement strategic, timely solutions.
- X. Identify and implement solutions to support specific needs of user groups. Provide technical support/consulting on specialized technology.
- XI. Oversee telecommunications services for phone system programming, equipment and network alterations.



- XII. Provide hosted application setup and support.
- XIII. Provide expert advice/consultation to general staff on technology related items including cost effective solutions, impact to existing infrastructure, alternative solutions.
- XIV. Keep abreast, inform and advise of new technology. Simplify, improve, or make more cost-effective delivery of information services.

**B. Personnel**

- I. Fully qualified personnel should be available to provide support during the Village's operating hours: Monday through Friday, 7:00 a.m. to 5:00 p.m. Additional on-call support shall be available for critical or emergency issues affecting various departments, including the 24/7 operation of the Village's Police Department.
- II. Provide primary point of contact for Village. Primary contact will possess the most overall understanding and knowledge of the Village's network, followed by the secondary contact. An on-site presence may be required, depending on the situation.
- III. All Consultant officers, employees, and agents who have or may access Village's computer systems will be required to submit to a background check.

**C. Email and System Security**

- I. Proactively monitor system operation to prevent failures, network breaches, and failures.
- II. Maintain email systems, ensure email functionality and manage user accounts including a spam filter for all users.
- III. Maintain a secure environment for mobile devices with external access to the email system and configure firewalls for internal and remote access in a secure environment.

**D. Telephone and Voicemail Systems**

- I. Provide end user support and coordinate maintenance of the telephone and voicemail systems.
- II. Configure and help troubleshoot voicemail boxes and associated integrations with email.
- III. Perform basic programming of desk phones and engage telephone service providers/manufacturers as necessary.

**E. Network Administration Services**

- I. Manage server and network systems which includes managing applications, databases, physical and virtual servers, and associated hardware.
- II. Regular monitoring and routine system maintenance including configuration changes, installation of patches and upgrades to ensure the Village's IT systems and resources are properly managed and maintained.

- III. Setup new users, edit, remove, or archive existing users on networks and applications; perform standardized functions of the active directory.
- IV. Manage server performance and capacity; conduct troubleshooting.
- V. Provide support of specialized software products associated with network equipment such as switches, firewalls, routers, and other security devices.
- VI. Configure systems for 24/7 monitoring and notification in the event of power loss, temperature overages, failure, etc. Send alert notifications to designated staff and impacted users as needed based on severity of any unscheduled outages.
- VII. Manage a nightly backup plan for all servers, including a regularly-tested recovery process.
- VIII. Proactively monitor network equipment status including bandwidth utilization and other performance indicators, make adjustments as warranted.
- IX. Follow network protocols, maintain documentation and procedures.

**F. Strategic Planning**

- I. Collaborate with Village to develop a long-term strategic technology plan.
- II. Provide engineering, planning and design services for system maintenance, upgrades, or enhancements, which may include installations and upgrades of new or existing systems (i.e., major server upgrades, migration to fiber, implementation of EDR solution, storage system upgrades, design of backup systems, operating systems, etc.).
- III. Provide regular replacement schedules for network equipment including workstations, switches, servers, storage systems and other hardware.
- IV. Provide analysis and technical recommendations on the resolution of technology issues.
- V. Maintain and enhance Village's effectiveness and efficiency by defining, delivering, and supporting strategic plans for implementing information technologies.
- VI. Make strategic recommendations for future purchasing and technology needs.

**G. Other Duties**

- I. Provide assistance and support with technological projects as directed by Village.
- II. Provide review of Information Systems policy and make recommendations based on best industry practices.

**H. Reporting**

- I. To effectively monitor the status of the proposed services, status reports will be prepared monthly and meetings with the Village will be held to review service delivery, help desk ticket summary, security issues and concerns, and proactive planning to ensure the needs of the Village are being met.

**2. Timing, Delivery, and Implementation**

The transition period among the Village's current Managed Service Provider, Village staff, and Consultant will begin upon receipt of: (a) this signed agreement, and (b) issuance of payable invoice as outlined in this agreement under Section 4, Compensation. Consultant is not responsible for operational delays caused by the Village.

**3. Agreement Term**

The initial term of this agreement is for a 12-month period from June 8, 2023 through June 7, 2024, with a provision for future annual extensions as agreed to by both parties under Section 15, Termination.

**4. Compensation**

Consultant's compensation for services hereunder shall be based on an hourly rate of \$100/hour for the first 105 hours of service each month. Changes to these rates must be provided with ninety (90) days advance written notice prior to end of the existing term. All fees are per hour per technician unless technician is classified as 'in training.'

Any hours incurred by Consultant over the 105 pre-purchased hours in one month will be invoiced separately at the Consultant's Standard Service Rate. Consultant's current Standard Service Rate is \$130.00 per hour. Consultant agrees to waive the standard service rate during the first month of this agreement. Consultant will notify Village upon 80% usage of monthly pre-purchased hours.

Consultant will offer the Village of Lake in the Hills the opportunity to pre-purchase 100 hours of service at discounted service rate (\$100.00/per hour). These hours can be used anytime and are valid for 2 years from purchase date. Consultant agrees to allow for additional bulk hour purchases, as needed.

The monthly fee for services includes payment for all labor, travel/fuel, insurance, same-day response fees, and emergency-page fees for the entire term of this Agreement.

Consultant agrees to provide two (2) hours of technology planning and related budget development per quarter as a complimentary service.

Hardware and software costs shall be the responsibility of the Village and are not included within the terms of this agreement. Items purchased for the Village by the Consultant will be considered reimbursable and will be invoiced on date of transaction. Items of this type will require approval prior to purchase.

Any unused hours within the month will roll over into the subsequent month. Any balance in the number of hours remaining as of the end of the contract term shall be carried over into the subsequent renewal term of the agreement. Any unused hours in project-specific task orders will be added to the total hours available.

**5. Payment Schedule**

Village shall remit Fee to Consultant as follows: \$7,700.00 upon execution of this agreement. This is all labor charges for the first partial month of service. An additional \$10,500.00 will be due on the 1st of every consecutive month. Any other fees or charges for additional work or materials will be invoiced by Consultant and become due and payable within 30 days of Village's invoice. In the event that prepayment of the monthly hours is not received by the 16<sup>th</sup> of the month, discounts applied to the Consultant's Standard Service Rate as set forth in Section 4 of this agreement will be voided for that month's pre-purchased hours.

**6. Task Orders**

Individual Task Orders may be issued under this agreement at any time during the term of this agreement. Consultant shall perform the work specified in approved Task Orders when and if ordered. There is no limit on the number of Task Orders that may be issued. Further, the Village is not obligated to issue any task order under this agreement. Consultant and Village shall agree on the scope of services to be provided and the time for performance of the services to be provided. Notices shall be provided by Consultant when support hours are trending over the allotted time. The terms and conditions set forth in this agreement shall apply to each Task Order unless specifically modified in such task order. In the event of a conflict between this agreement and a Task Order, the conflicting provision of the Task Order shall take precedence for that Task Order. No Task Order shall be issued pursuant to this agreement after June 7, 2024, unless such a date is extended by amendment to this Agreement. Village is not obligated to issue any task orders pursuant to this agreement.

**7. Financial and Technical Ability to Perform**

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

**8. Consultant's Personnel and Subcontractors**

For each Project delineated and described in a Task Order issued pursuant to this Agreement, Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in the Task Order for such Project. Consultant shall provide to Village a telephone number at which the Key Project Personnel for such Task Order can be reached. Consultant shall notify Village 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. In the event that any personnel assigned to the Village are unable to continue working for any reason, the Consultant shall promptly notify the Village and provide a suitable replacement.

**9. Removal of Personnel**

If any personnel fails to perform the part of Services undertaken by it in a manner satisfactory to Village, Consultant shall immediately upon notice hold a review event with Village to determine a resolution and/or potential removal of personnel.

**10. Corrections**

For each Project delineated and described in a Task Order issued pursuant to this Agreement, 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 Agreement. Consultant shall, promptly and without charge, provide, to the satisfaction of Village, all corrective Services necessary as a result of Consultant's negligent acts, errors, or omissions, or failure to meet representation.

**11. Insurance**

Insurance Required. Contemporaneous with Consultant's execution of this Agreement, Consultant shall provide certificates or policies of insurance evidencing at least the minimum insurance coverages and limits set forth below as required. Such policies shall be in a form acceptable to Village 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 Village. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Village. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times maintain and keep in force, at Consultant's expense, at least the following minimum insurance coverages and limits:

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

- (a) Worker's Compensation; Statutory
- (b) Employer's Liability;

\$1,000,000 per occurrence

\$1,000,000 each accident – policy limit

\$1,000,000 disease – each employee

\$1,000,000 each disease – policy limit

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

Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees shall be included as insureds.

Comprehensive General Liability with coverage written on an "occurrence" basis, general aggregate limits no less than \$2,000,000 and with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)
- Premises Operations
- Products/Completed Operations (to be maintained for five years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Bodily injury and property damage
- "X", "C", and "U" exclusions shall be deleted.
- ISO Additional Insured Endorsement CG2010 shall be provided.

Professional Liability Insurance with a limit of liability of not less than \$1,000,000 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 all sums that Consultant may be obligated to pay on account of any liability arising out of this Agreement and each Task Order issued pursuant to this Agreement.

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.

## **12. Technology Roadmap**

Consultant's experiences and tenure in multiple business and municipal verticals allows the Consultant to see how leading organizations are progressing with technology. Consultant will create a five-year technology program to outline the Village's path for the future.

## **13. Annual Reviews**

Consultant provides complimentary annual reviews for budget and forecasting purposes. Time will be allocated once a year to discuss future Village plans.

## **14. Risk Assessments**

Consultant has an established relationship with a third-party risk management firm. The software can be installed in Village's current environment as a virtual machine and provide

a complete inventory of assets and vulnerabilities across Village network. Annual risk assessments are optional as deemed necessary by the Village; costs are not included in this agreement.

**15. Termination**

This agreement will renew for continued additional 12-month terms ("automatic annual renewal") provided neither party provides a written 90-day notice prior to the annual renewal date with intent to cancel. Any notice required by, or provided pursuant to, this agreement shall be given in writing by means of the US Postal Service or any professional delivery service that requires a signed written receipt confirming delivery of the envelope or package containing the notice to the addresses indicated above or to other such address that is provided by notice. Any notice delivered or mailed as set forth above will be deemed to be given on the date it is received.

**16. Taxes, Benefits and Royalties**

For each Project delineated and described in a Task Order issued pursuant to this Agreement, the Agreement Price as listed under Section 4 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, 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.

**17. Accounting**

For each Project delineated and described in a Task Order issued pursuant to this Agreement, 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 Village, at all reasonable times during this Agreement and for a period of three years following termination of this Agreement or any Task Order issued pursuant to this Agreement. Copies of such material shall be furnished, at no expense, upon request.

**18. Binding Effect**

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

**19. Relationship of the Parties**

For each Project delineated and described in a Task Order issued pursuant to this Agreement, Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement or any Task

Order issued pursuant to this Agreement shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Village and Consultant or (2) to create any relationship between Village and any subcontractor of Consultant.

**20. 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 Agreement as principals are those disclosed to Village prior to the execution of this Agreement, and that this Agreement 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 Agreement, colluded with any other person, firm, or corporation, then Consultant shall be liable to Village for all loss or damage that Village may suffer thereby, and this Agreement shall, at Village's option, be null and void.

**21. Assignment**

Neither Village nor Consultant shall (1) assign this Agreement or any Task Order issued pursuant to this Agreement, in whole or in part, (2) assign any of their respective rights or obligations under this Agreement or any Task Order issued pursuant to this Agreement, or (3) assign any payment due or to become due under this Agreement or any Task Order issued pursuant to this Agreement without the prior express written approval of the other party to this Agreement, 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.

**22. No Third-Party Beneficiaries**

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

**23. Governing Laws**

This Agreement and each Task Order issued pursuant to this Agreement, and the rights of Village and Consultant under this Agreement and each Task Order issued pursuant to this Agreement, shall be interpreted according to the laws of the State of Illinois. Any disputes arising under this Agreement and/or Task Order shall be exclusively resolved in the 22nd Judicial Circuit Court, McHenry County, Illinois.

**24. Changes in Laws**

Unless otherwise explicitly provided in this Agreement or in a Task Order issued



pursuant to this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.

**25. Compliance with Laws**

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

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

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

**26. Documents**

For each Project delineated and described in a Task Order issued pursuant to this Agreement, 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 Village. At Village's request, or upon termination of this Agreement or any Task Order issued pursuant to this Agreement, the Documents shall be delivered promptly to Village. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Village 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 Village's review, inspection and audit during the entire term of this Agreement and for three years after termination of this Agreement or any Task Order issued pursuant to this Agreement; 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 Village 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. Village 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 Village, at no expense.

**27. Review and Incorporation of Agreement Provisions**

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Agreement, and by its approval of each Task Order issued pursuant to this Agreement, 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 Agreement.

**28. Confidentiality**

For each Project delineated and described in a Task Order issued pursuant to this Agreement, all information supplied by Village 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 Village, be used for any purpose other than performance of the Services under such Task Order.

**29. Severability**

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

**30. Entire Agreement**

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

**31. Amendments**

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


**32. Background Checks**

Consultant will have access to sensitive or restricted information and materials. Consultant's technicians and supervisors must undergo a criminal and employment background check (at its sole expense) before those employees are allowed access to

Village's facilities or information technology systems. Results of the background checks shall be provided to the Village primary points of contact upon request. Any background information indicating an officer, employee, or agent of Consultant has been convicted of theft or improperly accessing or using secured information, such as financial information or personal identify information, shall require Consultant to prevent the individual from access to the Village's computer systems or other Village information.

**33. Acceptance of Terms**

The signatures of both parties to this agreement shall evidence acceptance of these terms.

<hr/>	
Consented and Agreed To-Authorized Village Signature	Date
	05-31-2023
<hr/>	
Authorized Consultant Signature	Date

# Lake in the Hills Administration Department

## MEMORANDUM

**To:** Shannon Andrews, Village Administrator  
**From:** Ashley Eccles, Assistant Village Administrator  
**Date:** March 13, 2023  
**Subject:** RFQ Results – Managed Service Provider

The RFQ opening for the MSP was held at the Village Hall located at 600 Harvest Gate, Lake in the Hills, IL, on March 13, 2023 at 12:35 p.m. Staff present were: Shannon Andrews, Village Administrator and Ashley Eccles, Assistant Village Administrator. Beginning at 12:35 p.m., Ashley Eccles opened and read aloud the following sealed RFQ submittals:

Company Name	Cover Letter	Table of Contents	Exhibit A	Exhibit B	Qualifications	References	Statement of Material Litigation	Proof of Insurance
BNX Networks, Inc.	Yes	No	Yes	Yes	Yes	No	No	No
Advanced Business Networks	Yes	No	No	No	No	No	No	No
Xamin	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
DeKind Computer Consultants	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The I.T. Connection Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Francis K. Kiernan III*	-	-	-	-	-	-	-	-

\*Note: The submission by Francis K. Kiernan was received at 10:21 a.m., which was passed the submission deadline and therefore, was not opened.

The RFQ opening concluded at 12:59 p.m. Village staff will review the RFQ submittals and make a recommendation to the Village Board of Trustees at an upcoming Committee of the Whole meeting.

DETERMINED · DEDICATED · DEPENDABLE



DEKIND  
*Computer Consultants*

106 S. Wynstone Park Dr. Suite 104  
North Barrington, IL 60010  
847.838.5200

**Managed Service Provider**

DATE: 3/13/2023

PROPOSAL FOR: Village of Lake in the Hills

PROPOSAL BY: Jeremy Cummings

Jeremy@DeKind.com

**FULL SERVICE COMPUTER CONSULTANTS**



## Cover Letter

March 13, 2023

Village of Lake in the Hills

### RE: Managed IT Service Provider

To Ashley Eccles,

Our team at DeKind Computer Consultants, having offices located at 106 S. Wynstone Park Dr. Suite 104. North Barrington, IL 60010 would like to express our interest in providing managed IT Services to the Village of Lake in the Hills. DeKind is an S-Corporation, we're licensed to operate in IL as well as WI. Our organization has provided managed IT services to communities and businesses across the Midwest for the past twenty-two years.

We are certain that our organizations skill and experience will benefit the Village of Lake in the Hills. Our diverse experiences in public operations set us apart from our competition, while our private sector customers require our engineers to be proficient in countless settings. We currently support over 4,000 end users across the Midwest.

Our goal is to be a malleable partner to the village, providing superior support along with the exceptional service you should expect from a family owned and operated business. Technology is constantly evolving; our purpose is to keep our finger on the pulse of advancements to bring the latest technology options to our internal tools as well as present effective options to our partners. We take pride in delivering the additional services that distinguish us as a comprehensive technology services provider. Our team is expected to create internal IT user groups, providing technology driven discussions among end users. We provide financial budgeting assistance around any technology related topics. Our agreements are structured to be budget friendly, while allowing our customers flexibility on their monthly service expectations. The team at DeKind works together on all recommendations.

Our staff manages 9 municipal organizations and just under 200 private corporations, these experiences bring established solutions to all our partners. Our team manages multiple Department of Defense contractors while carrying the complete responsibility for their network administration, data integrity, and network security. We have a unique and distinct perspective while working with our municipal partners in that a member of our leadership team, Brian DeKind, is an active police officer and formerly worked as a paramedic for 12 years. Our team has over 40 years combined experience both 'inside' and 'outside' the police car. Our corporate structure is focused on providing scalable support across multiple environments, making our team an ideal solution for the Village of Lake in the Hills.

Every service offered by a member of our team is billed at an equal rate regardless of the experience needed to complete the work, leaving no assumptions about your expenses. When you work with DeKind, you receive exceptional end user support partnered with the high-level administration of a Virtual CIO. Our tenure provides us the most current, accurate and financially stable solutions to help your operations grow while saving costs. It is important to

remember that technology never has an “end-goal”. It is a constantly evolving tool that will lead to better serving the employees and ultimately the residents of the Village of Lake in the Hills.

In our digital era, it is no exaggeration to say that a modern operation can only be as powerful as its IT systems. The Village of Lake in the Hills needs a comprehensive infrastructure and security solution that allows operations to prosper.

DeKind Computer Consultants will provide best efforts, using its expertise in the information technology industry, to apply the skills of its staff to resolve computer related issues as well as consult the Village of Lake in the Hills regarding technology related topics. We believe that all our engineers time should be billed at the same rate for all responsibilities, allowing your operations to budget our time quickly and easily. When you work with DeKind, you receive exceptional end user support, partnered with the high-level administration of a Virtual CIO. Our tenure provides us the most current, accurate, and financially stable solutions available. In the information below, you will see how DeKind sets ourselves apart from our competition.

Our proposal and cost schedule are valid and binding for 90 days.

Thank you for your consideration. I look forward to our future conversations.  
Sincerely,

Jeremy Cummings  
Business Development Executive  
847-838-5200 ext. 1013

[Jeremy@DeKind.com](mailto:Jeremy@DeKind.com)



## What Makes DeKind Your Ideal Partner?

- ✓ **Family owned and operated**
- ✓ **In business since 2001**
- ✓ **Currently monitor 4,000+ end users**
- ✓ **On-Site IT support**
- ✓ **24 / 7 / 365 service**
- ✓ **Complete network administration**
- ✓ **105 hours of service per month**
- ✓ **\$10,500.00 per month**
- ✓ **You only pay for the service you receive**
- ✓ **Roll over unused hours**
- ✓ **NO project fees**
- ✓ **Certified engineers**
- ✓ **Complimentary ticketing system**
- ✓ **\$160,000 of enterprise software included with our agreement**
- ✓ **Custom ticket reporting**
- ✓ **Virtual Chief Information Officer**
- ✓ **Technology budgeting assistance**
- ✓ **Complimentary cyber security training**
- ✓ **Established back up protocols**
- ✓ **IT user groups**
- ✓ **Business technology plans**
- ✓ **Asset replacement schedules**

Since bringing DeKind on board as our IT service provider, we have seen our server down time reduced to zero and our costs levels. Their attention to our needs and ability to prevent issues has enabled us, with their guidance, to focus on the big picture rather than the daily minutia. DeKind's availability to jump in to resolve any small issues that may arise when one of our team members is onsite is fantastic. They always respond to our situations with an appropriate level of urgency.

Determined. Dedicated. Dependable. DeKind.



## Table of Contents

**Company Profile- Pg. 6**  
**The DeKind Approach- Pg. 6**  
**Onboarding Plan- Pg. 24**  
**Cost of Services- Pg. 27**  
**References- Pg. 30**  
**Statement of Material Litigation- Pg. 32**  
**Request for Qualifications- Pg. 33**

## DeKind Computer Consultants- Company Profile

- 1.1 Company Name- DeKind Computer Consultants
- 1.2 Company Address- 106 S. Wynstone Park Dr. Suite 104. North Barrington, IL 60010
- 1.3 Contact Information- Jeremy Cummings. 847 838 5200 ext.1013 Jeremy@DeKind.com
- 1.4 Company Webpage- <https://www.dekind.com>
- 1.5 Main Products / Services- Our team provides managed IT services to private and public organizations across the Midwest.
- 1.6 Main Market / Customers- Municipalities, Manufacturers and Transportation Organizations.
- 1.7 Number of years in the Market- 22 years in business.
- 1.8 List any relevant experience with other government municipalities- Our team manages 9 municipal environments around the Chicagoland area. In addition to our municipal partners, we also support a local crime lab, a staffing organization that works exclusively with public safety personnel and a local emergency vehicle outfitter.
- 1.9 Company location(s) Our office is located in North Barrington, IL.
- 1.10 Local, National or International- Local
- 1.11 Number of Employees in total- 19
- 1.12 Number of Employees in Account Management- 2
- 1.13 Number of Employees in Technical Support sorted by role-
  - Internal escalations team- 3
  - Senior Network Engineers- 9
  - Help Desk- 2

## The DeKind Approach

DeKind Computer Consultants will provide the following for the Village of Lake in the Hills:

**Monitoring-** All aspects of the WAN & LAN including internet, servers, switches, routers, firewalls, phones, wireless infrastructure, and workstations. Our systems are designed to flag suspicious or continued abnormalities to prevent future threats. We will provide automated daily, weekly, and monthly performance reports.

**24/7/365 Support-** Beyond the dedicated technicians required for this proposal, our team is available 24/7 to assist with urgent issues. Alert notifications for system outages will be reported through designated channels with outlined protocols for all servers, storage devices, workstations, and mobile devices.

**Consistent On-site Visits-** Our team at DeKind prefers that our interactions be in person. We feel that having an established relationship with our customers provides a level of service that every partner should expect. Having our technicians onsite permits our customers to voice issues that may be left unsettled or forgotten. Throughout the pandemic, our team has continued to provide on-site services to our partners. Many of our competitors made changes to their business models and began relying heavily on remote support. We chose to continue our

focus on on-site support, forcing our team to streamline our operations, making DeKind the ideal solution for the Village of Lake in the Hills.

**Remote Monitoring & Management-** SplashTop will be installed on all machines connected to the internet. This allows our team access to each machine remotely as needed, while automatically monitoring its function or lack thereof. The RMM is set to report on issues such as low disk space, system offline, application & operating system issues that generate error log notices, and other critical function alerts. The annual subscription cost to have SplashTop deployed is not included in our service agreement.

**Malware and Anti-Virus Protection-** We are happy to manage any current subscriptions along with providing recommendations to our preferred software. We will install, monitor, manage, and update all local software as needed. Annual software subscription costs are not included in our service agreement.

**The DeKind Approach to Cyber Security-** Since business's are more data driven than ever before, it is of utmost importance that organizations protect their network and information. The sophisticated attacks that we once only saw between nations, is now being used against all sectors of the economy. Networks remain a primary target for hackers, due to the abundance of insecure practices by in-house developers. Threats are constantly evolving, and attackers continue to target new networks to gain access to critical data. DeKind takes a multi-layered approach to cyber security. This starts with our internal controls of ensuring that our employees meet the highest ethical standards possible. We have found that above IT infrastructure security, end-user education is the largest variable risk to any organizations cyber-security. DeKind offers complimentary semi-annual in-person cyber security training to all our partners. This proactive approach has proven to be extremely effective. Our training will include both pre and post training testing of all its attendees. We pair this education with scheduled patch updates, strict firewall policies and proven anti-virus and anti-malware software. If a situation was to occur, our team will oversee the threat response and provide detailed guidance including short and long term recovery plans.

**Security Analysis and Upgrade-** DeKind will analyze the current security measures at the Village of Lake in the Hills and identify any areas that can be improved. We will then design and deploy new security measures specifically designed to integrate seamlessly into the infrastructure at the Village of Lake in the Hills. These security measures will protect the organization against malicious threats and keep operations running smoothly.

**Dedicated Help Desk Technicians-** A direct link to our Help Desk would be installed on all devices, allowing our staff to quickly connect with every end user. Help Desk personnel will have access to ticket information and notes related to the Village of Lake in the Hills infrastructure. Our team is prepared to offer Tier I, II and III support to every partner. We believe that all our technicians can resolve Tier III requests, but we do have an internal escalation process in place.

**Documentation-** Detailed notes of technician interactions are documented and will be available upon request or on a schedule determined by the Village of Lake in the Hills. Our monthly contracts are based on the time our technicians spend monitoring, managing, and fixing your network. All technician time is billed at the rate documented in the included service agreement. The below snip is an overview into our ticketing system. Predetermined users can access live ticketing information to see details of all technician interactions. Every user receives an email when an update occurs to a ticket that they've been referenced in. You will never receive an invoice for the use of ZenDesk.

ID	Subject	Requester
[REDACTED]	[REDACTED]	[REDACTED]
P #97793	finance conf. room	[REDACTED]
H #97784	Printer [REDACTED] Service	[REDACTED]
P #97733	Intercom System	[REDACTED]
H #97699	[REDACTED] and Network Issues	[REDACTED]
P #97652	FW: (EXT)RE: Your point of contact update request [REDACTED]	[REDACTED]
H #97649	FW: Monday's Meeting - Remote Attendance	[REDACTED]
P #97532	Computer Workstations	[REDACTED]
O #97518	iPad Purchase - Time Sensitive	[REDACTED]
O #97508	Squad video request	[REDACTED]
O #97363	Squad printer malfunctioning	[REDACTED]
H #97336	Metra Station Cameras	[REDACTED]
O #97321	A/V at the [REDACTED] Service Center	[REDACTED]
H #96992	Fire [REDACTED] Overhead Paging	[REDACTED]
O #96972	kiosk computer in Admin	[REDACTED]
H #96871	New Vehicle Equipment [REDACTED]	[REDACTED]
P #96841	Some emails not being delivered to iPhone	[REDACTED]
H #96751	Issues with phones at Post	[REDACTED]
P #96594	[REDACTED] voicemails not being received	[REDACTED]

**Request Management-** Tickets can be entered into our system 24/7. If the given issue needs to be addressed immediately, we ask that the ticket is labeled Urgent/HOT. End users are also able to connect with our operations center via phone when service is required. A more detailed description of ticket entry will be available in our onboarding packets. All Urgent/HOT issues are dispatched to our full team of technicians and it is your primary technicians' role to complete the given issues. All Urgent/Hot issues will be address within 4 hours of ticket entry.

Severity Level	Time to Resolution
1. Critical / HOT	1 Hour or Less *
2. Hot	4 Hours
3. Average	12 Hours (remote) or within 24 Hours when onsite support is required.

When assistance is needed to complete a given issue, we have an internal escalation process in place. If a situation were to occur, our escalations team would resolve your ticket. All correspondence would continue the same course as if your primary technician were assigned. All ticket updates will be provided automatically via email through our ticketing system or by phone once your issue is resolved.

**Designed and Deployed a Customized Infrastructure-** We will design an infrastructure for your organization that will consolidate technology cost centers, boost system security, whiling enabling operations to better serve employees of the Village of Lake in the Hills. While systems are being updated, IT policies and procedures will be updated and made available to all end users.

**Complete Network Management-** Our team will change, configure, install, and patch all network hardware and end user software. We will perform all necessary system housekeeping while proactively searching for potential network issues before they result in organizational downtime. We will complete all installations of initial files, directories, and security to accommodate each department's needs while contributing to the Village of Lake in the Hills mission.

**Ongoing Infrastructure, Network & Project Management-** Even the most elegant IT infrastructure can become a burden if you are forced to manage it. We take responsibility for the end-to-end function of the village's network, allowing employees time to manage other internal processes. We will research solutions and make recommendations as they become available, or on a timed schedule, depending on the preference of the Village of Lake in the Hills.

**Telecommunications Services-** We will provide complete management of all telecommunications services including voicemail configuration, distribution lists, paging systems, public address systems, and integrations with email. As a complimentary service, we will act as a liaison between the organization and your suppliers of technology solutions. Our experiences have built relationships with distinct providers of telecommunication services, allowing our team to quickly consolidate vendors when applicable. The upcoming decommissioning of POTS lines has forced many organizations to dissect their current telecom plans.

**Cell Phones-** We will act as a liaison between the organization and your cell phone carrier. We are happy to uncover any inefficient users or contracts and provide an efficient solution. Did you know that it can be a financial benefit to replace all iPhones on a regular basis?

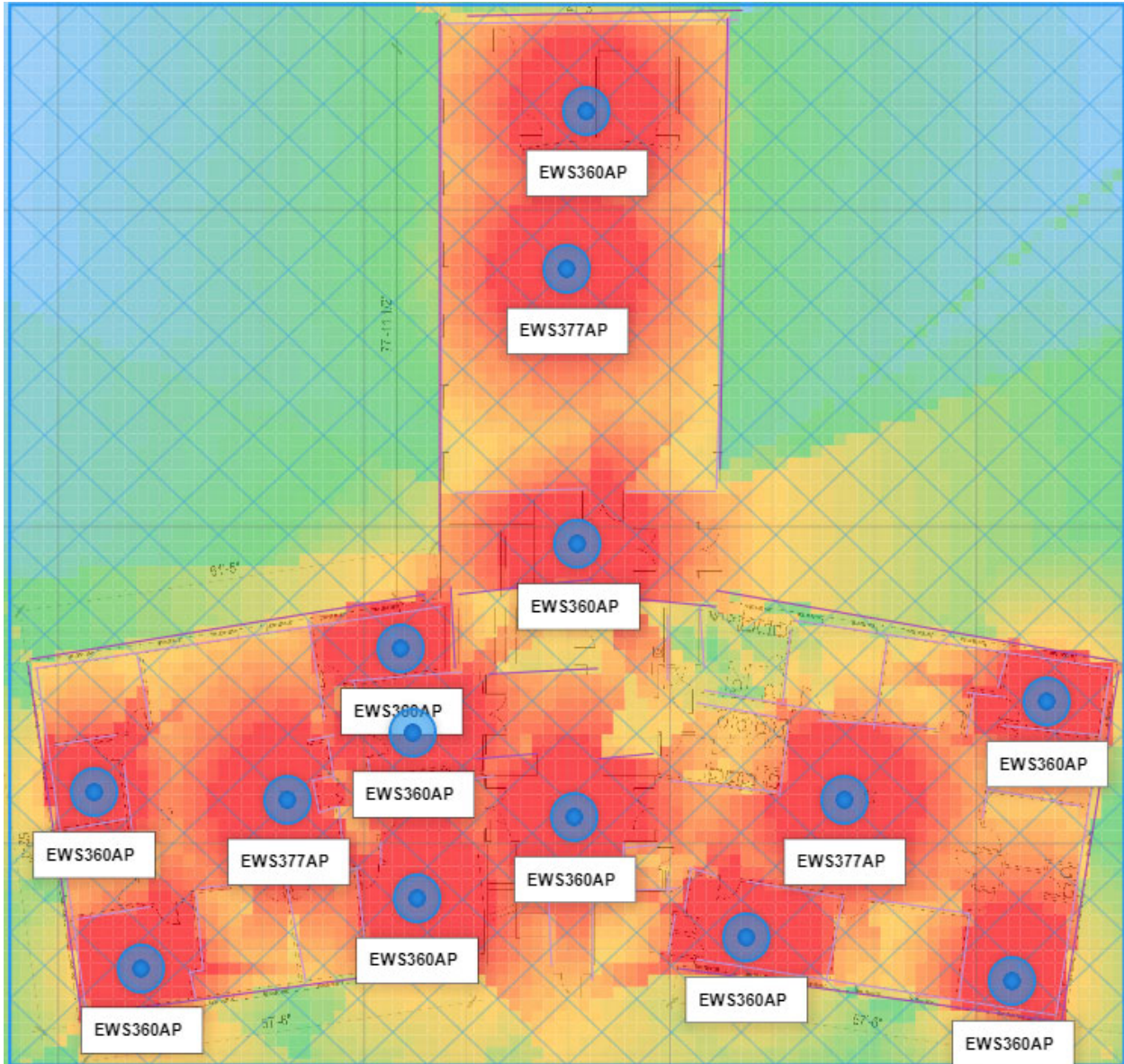
**Key Card Access-** Our team manages access systems at over two dozen facilities and are happy to provide this service to the Village of Lake in the Hills.

**Security Camera Systems-** We manage 9 municipal environments across the Midwest and security cameras are an essential piece to every operation. We also manage multiple private businesses' that require our support for their security camera systems.

**Printers-** Basic maintenance and troubleshooting is included in our scope of service across all our partners environments. Our team is happy to assess your current printer network and make appropriate hardware recommendations. If your organization is currently under contract with another organization that provides managed print services, our team is happy to act as a technical liaison. Upon the renewal of your agreement, we would provide the Village of Lake in the Hills with a quote for services that we feel appropriate.

**Wireless Infrastructure-** We will provide complete management of your Wi-Fi system and offer our recommendations to keep your environment updated to current standards. We will make sure your facility is efficient by creating multiple networks to allow your operations to stay secure from the public. If changes to your environment are needed, all labor costs involving Wi-Fi configuration and installation will be provided at the hourly rate listed in the included agreement. Our technicians are familiar with multiple brands of hardware, but have the most experience with Aerohive and EnGenius

**Wireless Mapping**- When Wi-Fi coverage requires improvement, our team can overlay our heat mapping technology to your facilities diagrams. The mapping software allows our team to use multiple access points across the network to guarantee a successful coverage rate while keeping your project budget friendly.



**Monthly Reporting**- We provide our partners with detailed reporting at the end of every month. This enables your management staff to see the issues that we're resolving, allowing you to understand where your funds are being spent. We believe that consistent problems turn into trends and continuous trends become behaviors. If the Village of Lake in the Hills desires an efficient technology program, our systems are designed to provide structure. The Village of Lake in the Hills will never receive an invoice for the use of our ticketing system.

Total hours		Clients	All clients
<b>63.50</b>		1 Project	<b>January 2023 Hours</b>
63.50 Uninvoiced billable hours		1 Task	<b>On Site</b>
		Team	<b>Everyone</b>

Show: All hours	Group by: Date	<input type="checkbox"/> Active projects only	Export
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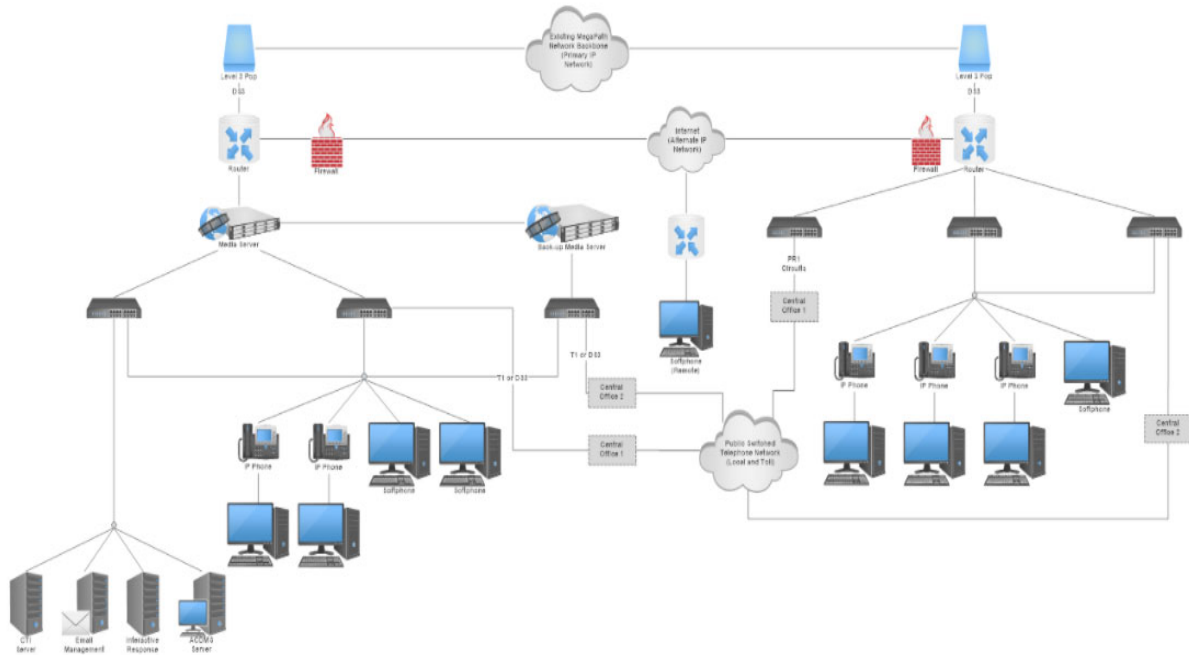
  

Client	Project	Task	Person	Hours
01/03/2023				
[REDACTED]	January 2023 Hours	On Site	Jeff Trunnell	
[3:45pm - 5:30pm] -Follow up with [REDACTED] regarding ZD # [REDACTED] -Conducted AV duties for Finance, Licensing, and Regulation Committee meeting (4:30 - 5:30).				
01/05/2023				
[REDACTED]	January 2023 Hours	On Site	Jeff Trunnell	
[12:30pm - 5:30pm] -Installed spare laptop in Streets building Forestry office to replace poorly performing desktop. -Fixed scan issue for John [REDACTED] -Began preemptive Word doc sent by Lana for new copier install. -Assisted Amanda with migration to new desktop computer from her old workstation. ([REDACTED] workstation). -Contacted Caselle to correct update issue on [REDACTED] server. -Continuation of workstation setup in code enforcer office (Jim).				
01/09/2023				
[REDACTED]	January 2023 Hours	On Site	Jeff Trunnell	
[12:30pm - 7:00pm] -ZD # [REDACTED] implemented packet filter FW rule and disabled in place firewall rule. Had Lana have external parties send test emails during this time. from both [REDACTED] and certifiedpayments.net came through successfully while the change was implemented. This will be helpful in identifying the root cause of issue. -Received USB and Office license key from Jeff [REDACTED]. Was able to finalize setup of Office and other apps on Jim's new desktop in his new office. -Conducted AV duties for the Common Council meeting in council chamber room at 6:00 pm. -Assisted Amanda with setup of her workstation in B&Z (phone related).				
01/10/2023				
[REDACTED]	January 2023 Hours	On Site	Jeff Trunnell	
[1:00pm - 5:00pm] -ZD # [REDACTED] - Checked in with Laura + others for any lingering email issues. -Made modifications to Amanda's B&Z workstation phone. She is now taking over Brenda's old extension opposed to using her existing extension in two different locations. -Did dry run test stream through new designated Youtube account for city council meetings. Was able to successfully stream using existing AV equipment. -Got intern [REDACTED] up and running on his designated login account opposed to using Jim's as he was doing previously. -Added printers for Jim. -Cleared VM on Tracy's phone near front desk currently being used by a separate employee stationed at her desk.				
01/12/2023				
[REDACTED]	January 2023 Hours	On Site	Jeff Trunnell	
[1:00pm - 5:00pm] -Continuation of troubleshooting for mail delivery issues stemming from the firewall ([REDACTED] m). -Modifications to Amanda's [REDACTED] personal Mitel extension. -ZD # [REDACTED] - Installed 8GB RAM on Judy's spare desktop computer in office. Activated MS Office 2016. Ran cleanup procedure which drastically increased performance of desktop overall. -Amanda's desktop ran into an issue where it would not boot properly. (was stuck in getting ready for Windows update loop). Was able to troubleshoot and bring the desktop back to a normal performance state.				
01/16/2023				
[REDACTED]	January 2023 Hours	On Site	Jeff Trunnell	
[1:00pm - 9:00pm] -Added print drivers for new Sharp copier to applicable employee workstations. -Installed Canon drivers for [REDACTED] desktop (Jim). Will ask Jim to test when he is available. -Participated in 4 o'clock Utility commission meeting for AV duties. -Participated in 6 o'clock Plan Commission meeting for AV duties. -Located instructions relating to updating playback on cable [REDACTED] while live events are not in progress. -Disabled COM add-ins for Amanda's Outlook configuration which was presenting her with errors previously.				



**Our Pricing Structure-** We base all our agreements on the amount of time our technicians spend managing your environment. All technicians time is documented in the prior referenced ticketing system allowing your administration to understand the issues in your environment and the cost associated with them. We allow unused hours to be rolled into the following months to promote efficient budgets and large projects. We also provide alerts when support hours are trending over the allotted time.

**Network Mapping-** Our team will complete a diagram of current assets, end of life estimates, and replacement schedules. Minor cabling work will be performed as needed.



**Technology Roadmap-** Every organization uses technology; the great organizations understand that planning for change is a necessary evil. Our experiences allow us to see progress in a different setting than most, which requires us to be in a constant search for the next solution. All DeKind partners receive a technology roadmap to help guide them through upcoming changes to their organization including workstations, switches, servers, storage systems and all network hardware.

**Asset Inventory Control-** Asset tags will be placed on all devices, if not already present. Our remote agent provides us detailed information regarding each machine it's installed on, allowing for painless documentation and replacement.

**Owned Device Inventory and Support-** End of life estimates, maintenance, and replacement strategies will be created around pre-determined budgetary information. We will create and maintain a 5-year replacement plan on desktop devices.

**New Asset Introduction-** We will provide proposals for the most cost effective and efficient options available, while delivering end user training on recommended devices. Our goal is to create consistency across your network by limiting workstation options. Based on each employee's role with the organization, they would be supplied with one of four options. An

established base image will be created for all available workstation options, allowing our team launch multiple machines to the network at once.

**Procurement Assistance-** Our team understands the processes, budgetary restrictions, and the limitations of a municipal environment. We supply proposals from 3-5 vendors in every hardware request and will be prepared to provide quotes to confirm pricing. We're happy to abide by the current procurement policies at the Village of Lake in the Hills or work alongside internal staff to create updated guidelines.

**Asset Recycling-** As hardware costs continue to increase, it's become more important to have a plan for the future of your organization's technology assets. DeKind is partnered with a nationwide asset recovery organization that will provide the buyback value of your Apple devices before each device is deployed into your network. This process requires a strict replacement schedule but provides a definitive return on investment. A value that can significantly lower the cost of new asset purchases for years to come.

**Document Management-** We will establish a business specific plan that efficiently and effectively organizes document flow throughout the organization. In many situations, a physical task can be eliminated by the implementation of an appropriate technology platform. If your department is still using paper copies to conduct daily operations, our team is happy to provide guidance into a suitable solution.

**Hosted Servers/Cloud Infrastructure-** Every DeKind partner is presented with the opportunity to have their environment hosted inside an enterprise grade data center. Our private cloud environments provide the redundancy, security, and flexibility that every organization will need in the future. Technology is always changing, and upgrades will always be a required cost when operating with any on premise solution. Our private data center relationship allows your operations to rent server space inside the most current environment available for a simple monthly rate. With hardware costs continuing to rise and the continued struggle with procurement, it's never been a better time to check the costs of moving to the cloud.

**Exchange Administration-** DeKind has a consistent flow of new and current partners who need our experience to manage their Exchange servers. Our team of technicians have spent decades managing on premise email solutions, but we are always recommending our partners to migrate to the cloud. A migration to O365 adds multiple layers of security, and the ability to adapt to change. At this time, our team averages 6-8 migrations to O365 per year.

**Office 365 Administration-** Our team currently supports over 2,000 seats of O365 and have completed over 2 dozen migrations from on premise Microsoft Exchange environments to O365. NCE has become a driven topic of conversation with our customers. Has your provider made you aware Microsoft's change in strategy? As of March 1, 2022 all new users will be required to sign an annual contract, or the average license cost could increase by 20%. Our team is spearheading a process to navigate through these required changes, allowing our customers to maintain control of their expenses while creating accurate budgets for years to come.

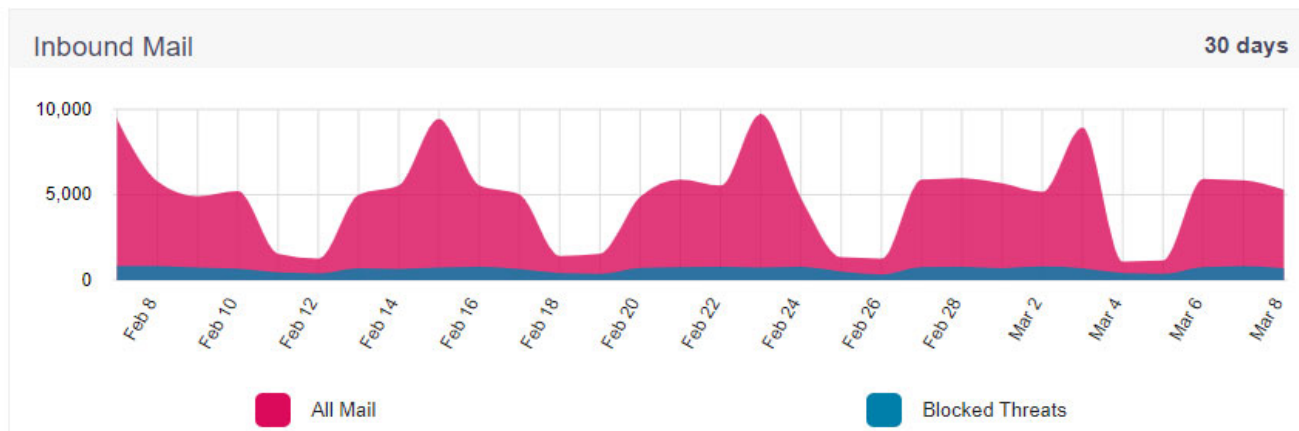
**Email Encryption-** Our recommended software has 20+ years' experience encrypting emails for some of the most sensitive institutions in healthcare, finance, and government. There are no extra passwords for senders or recipients, making the tool easy to manage for every end user. Our platform is completely customizable, allowing our engineers to tailor trigger points that are specific to your operations. If a policy trigger sends an email to quarantine, it's quick and easy to access.

**Email Archiving**- A proven archiving system is essential to managing public operations. We understand the continued need for data from the past and recognize that information needs to be produced on an instant. Our recommended software integrates directly into all O365 licenses, allowing our engineers to quickly search through current, repurposed, and decommissioned mailboxes.

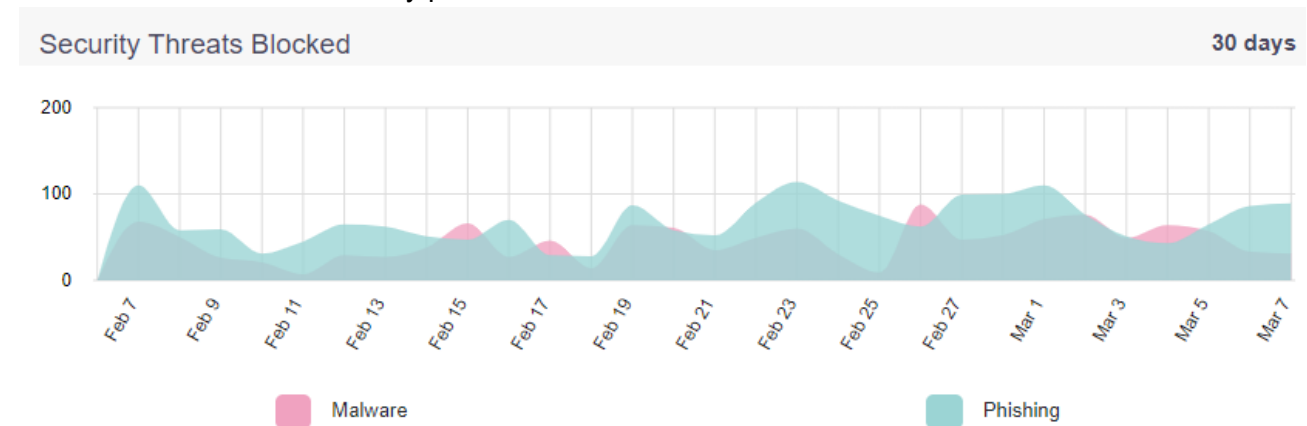
**FOIA Requests**- DeKind has over 2 decades of experience managing public operations making our team extremely familiar with the Freedom of Information Act.

**Email Threat Protection**- As criminals continue to change their approach, partnering with an established software that's constantly upgraded is an essential piece to business security. The below reporting is based on a partner's environment and is available to all subscribed customers.

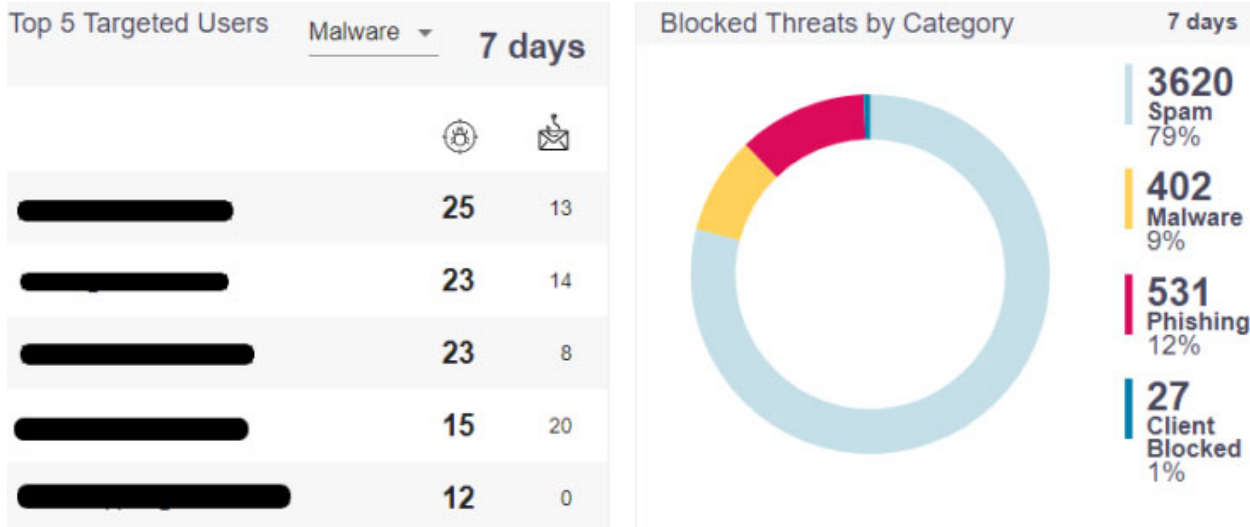
Organizational email flow over a 30-day period



**Web Filtering**- Our firewall solutions can block adult, criminal activity, gambling, hacking, hate, fraud, spam, spyware, and violent content. We can adjust categories that you deem acceptable as an organization. The below report documents phishing vs. malware attacks that were blocked over the above 30-day period.



How many threats are automatically blocked from end users in 7 days? Cyber criminals are constantly creating new avenues to gain access into businesses. Consistently upgrading firewall rules and spam filtering limits employee email, saving time while exponentially limiting risk to the organization.



**External Sender Notifications-** Threats will continue to change and hackers will always send malicious messages via compromised mailboxes. Our notifications would alert the end user if a message originated from an external source, reminding every end user to diligently exam the potential identifiers of a malicious message.

**Multi-Factor Authentication-** We drive every partner to add the additional level of security that MFA provides. As technology and cyber criminals continue to progress, we need to add additional levels of security to our password procedures. MFA has become an essential feature for our internal staff at DeKind, and it will continue to progress across our partners in the future.

**Password Policies-** Our Privileged Access Management (PAM) solution is an enterprise grade password keeper that meets SOX, HIPAA, PCI DSS compliance. DeKind may require your operations to update passwords and we will provide change of password reminders.

**Vendor Management-** We will monitor all software licenses, term dates, and recommended upgrades. Details of all interactions will be available to designated contacts upon necessity or request. Our team will act as a liaison between your software vendors and your internal staff to schedule updates and upgrades to infrastructure.

**Website Administration-** Our team is prepared to administer all aspects of your website as needed. We're happy to act as a technical contact for the Village of Lake in the Hills and coordinate with the current website provider.

**Software Recommendations-** Our team is in a constant search for more effective offerings to provide to our partners. We have the distinct advantage of working in state-of-the-art manufacturing facilities which are under constant government supervision. Not only do we consult in those environments, but we assist in certifying operations to be at or above Department of Defense requirements. These environments require us to test new software and guarantee that their functionality is superior to similar options. The team at DeKind works together on all recommendations. Our tenure provides us the most current, accurate, and financially stable solutions to help streamline your operations while saving costs. The installations of all hardware and software is included in our agreement. We will provide training for all employees during new software installations.

**Software Introduction Process-** After the initial on-boarding process has taken place, our team can begin examining your internal processes. DeKind is constantly searching for new and emerging technologies through the other industries we serve. This process starts at the evaluation stage of all current products and properly documenting when functionalities do not exist or have fallen short of actual needs. When a new product provides additional features or advantages, it enters the evaluation phase for DeKind. In evaluation, we typically meet with prospective vendors to have a demonstration. We search all major competitors to the products to make sure we are making the best recommendation possible.

After a clear-cut decision has been made, we would put the products through the “sandbox” period of evaluation. This allows our team to see the software functioning on its own, while allowing us to slowly introduce other vital applications, such as email, ERP, etc. to make sure that there are proper communications between programs. If there is an issue during this stage, it is identified and solved while documenting the processes. This also gives us the availability to test any cyber-security vulnerabilities that may exist. If a product moves past the “sandbox” stage, we will ideally take 1 employee from multiple departments to demo the product in a “real-life” setting. After a clean demo, a decision would be made, and any necessary contracts would be signed to move forward into a migration. Only after a product has been fully vetted and evaluated, would we want a commitment to be signed.

During the migration phase we would pre-stage the migration during the week end as to not interrupt workflow. Typically, the migration process would go through the night on Friday and during the day on Saturday, as needed. Sunday would be reserved for testing and reconciliation purposes. At the start of business on Monday, we would allocate to proper amount of resources for questions that would come with the launch of any new product. The scheduling listed above serves as an example and will be manipulated to limit downtime for the Village of Lake in the Hills. There is always a 90-day review period to evaluate any issues while creating proper documentation of fixes or alterations.

**ERP Upgrades-** Many of our competitors claim to provide a comprehensive cost to support an environment but charge additional or different rates for specific tasks that are not included in their scope of work. Our team at DeKind is prepared to offer all our employees time at the same rates. We do not charge extra for special projects, on site services or any consultative requests revolving around your organization's technology plan.

### Municipal Software's That Our Engineers Support

#### General Applications

- Microsoft 365
- Barracuda Backup
- TrendMicro
- MalwareBytes
- BS&A
- Windows Defender/System Center Endpoint protection
- GFI Archiver
- Windows Defender for Office 365(G1)
- Extreme/Aerohive Wireless Network Hotspots
- Unifi software/hardware
- VMWare
- VDI
- Windows Update Service (WSUS)
- WDS/SCCM
- FMAudit
- MS Office 365/Office 2016
- GIS Client ARC GIS
- Laserfiche
- Microsoft Office 365/Office 2016
- Fortigate Firewall Webfiltering
- Accela Permits Plus
- Tyler Technologies Energov
- Harris MSI
- ADP
- Passport Complus
- Goto Meeting
- Granicus
- Shoretel
- Mitel

#### Community Preservation, Finance and HR

- Bluebeam Revu
- Microfiche
- Adobe inDesign(Creative Cloud)
- Chase Payment Tech
- Tyler Technologies Munis
- NeoPost
- Neptune N\_Sight
- JP morgan Access
- TMA Vehicle / Pet
- WaterSmart
- Municode
- Source 500
- Tyler HCM
- S2 NetBox
- Thomas Reuters
- RS2 Access IT

#### Police Department

- Clearnet
- EnRoute Mobile
- Tyler / New World Public Safety mobile & RMS
- ProPhoenix
- Motorola PremierOne
- IWIN Client
- Brazos E-Citation
- Coplogic ECrash Reporting
- ArbitratorHD
- Avigilon Security Cameras
- Hanwha Cameras
- Axis Cameras
- Watchguard
- Quicket

- Coban
- Police Forum
- Livescan
- Zebra Printers
- LEADS 3.0
- UCC (Criminal Complaints)
- Frontline
- 911 Tech
- APBNet / Critical Reach
- TLO
- ALNET CMS4
- Pace Scheduler
- AXON Body camera
- Evidence.com
- Tyler Technologies Brazos
- PowerDMS
- Property Evidence Database (BEAST)
- Citation – Handheld Parking Tickets
- TN3270 Terminal Emulation

#### Public Works

- Treekeeper|
- Fleet Maintenance Pro
- ShopKey
- Cartegraph
- FuelKey - Fuel Pump
- SCADA
- AutoCAD LT
- Fuel master

#### Park Districts

- Vermont Systems
- RecTrac
- GolfTrac

## Alliances and Strategic Relationships



## Technician Certifications

- HPE Server Cert
- HPE Storage Cert
- HPE Converged Solutions Technical Cert
- Microsoft Certified Professional
- Microsoft 365 Certified: Modern Desktop Administrator Associate
- Microsoft 365 Certified: Enterprise Administrator Expert
- VMware VCP 6.5 Cert
- Dell Storage Solutions Technical Cert
- Dell Server Technical Cert
- Dell Self Deploy Support Cert
- Dell Networking Solutions Technical Cert
- CompTIA A+

**Data Back Ups-** DeKind offers a cutting-edge cloud backup program, the cost to have our team manage your data backups is included in this proposal. Every operation is different and maintains data specific to their operations. Once we understand the amount of data being stored in your environment, we will provide a quote to match your specific needs. We will tailor a custom backup program to match your organizations goals. Every backup image is scanned for malware prior to be saved in the secondary environment. In the event of a disaster, your information will be safe and available instantly. We can virtualize your on-premise server environment in a matter of minutes, leaving minimal downtime across your organization. We receive automated messages every morning to confirm that each partners environment received a complete back up during the prior day and evening. If an issue was to occur and a clean image was not saved, a manual back up of your environment would be created prior to the start of business on the given day. This ensures that your environment is safe and able to operate with minimal downtime if an attack was to occur during the first minutes of your daily operations.



## Reliable Backup and Disaster Recovery for Windows and Linux Systems



**Data Recovery-** DeKind believes that the redundancy of infrastructure, equipment and resources is unmatched in our data center environment. DeKind has a relationship with a nationally known data center for over 15 years, giving our clients access to the immense resources that our data center has to offer. In disaster scenarios, having a forged relationship with our data center has proven to expedite all efforts, as necessary. If your system functions were terminated, a new server could begin adoptions to your network in a matter of minutes, versus days in a competitor's environment.

**Disaster Recovery-** Every customer receives an inclusive plan tailored to their specific organizational needs. These plans are propriety and we do not wish to display details.

**Strengthened Security-** As technology becomes increasingly complex, so do security threats. We will assess your current security measures and upgrade your systems to protect your business against dangerous risks. We will work to ensure that the security measures we implement comply with regulatory requirements relevant to your operation.

**Budgets & Planning-** Our partners have found substantial financial benefits from allowing our CFO to help guide technology budgeting and bill consolidation. We will provide 2 hrs. per quarter of his time as a complimentary service. All his time will be documented in our ticketing system, with all additional time being billed at the same rate listed in the included service agreement.

**Technology Roadmap-** Every organization is looking for a way to strengthen their operations for the future. Our experiences and tenure in multiple business verticals allow our team to see how leading organizations are progressing with technology. We will create a 5-year technology program to outline the Village of Lake in the Hills path for the future.

**IT Peer Groups-** Organizations the size of the Village of Lake in the Hills are constantly changing and your technology plan needs to keep pace. We hold quarterly IT Peer Group meetings as an informal way for employees to voice their opinions and provide direction to the technology plans of their department. Not only do these meetings empower employees, but they allow our team to have personal interactions with your tech savvy employees.

**Our Holistic Approach-** We embrace a collaborative approach to meet your IT needs. We encourage your input regarding business goals, special concerns, and how you envision your technology in the future. Our team will use your feedback and produce a capable, cost-effective system that allows the Village of Lake in the Hills to succeed.

**Quarterly Reviews-** DeKind offers quarterly client reviews with department managers to address any deficiencies in service. Typical discussions are centered around ticketing trends,



software recommendations and areas of improvement for both operations. We will quantify ticket counts and use the information to address potential training topics and areas of needed improvement.

**Annual Reviews-** DeKind provides complimentary annual reviews for budget and forecasting purposes. Our CFO is always available to discuss our partners operations, but we always allocate his time once a year to discuss your future plans.

**Board Presentations-** Our team is prepared to present to the Board of Trustees regarding any technology related subject matter.

**Employee Onboarding-** A support ticket must be entered as soon as an offer has been accepted by a new employee. We will provide a template for each department to complete, our team will create usernames and align permissions to allow access into active directory and your systems. We prefer to always have a spare laptop available for every partner, some have 5-10 available depending on their size. For example, employee X starts on Monday, please assign laptop option B with all programs similar to employee Z. This defined process will streamline new employee arrival and directly integrate into your asset replacement schedule.

**Employee Separation-** A support ticket must be entered immediately following the separation of an employee and the organization. We will disable access to the network and create all email forwarding rules as directed.

## Our Team's Qualifications

The Village of Lake in the Hills needs to excel in every aspect of its operations, and it needs to take advantage of the best technological tools available. That's why you partner with a company like DeKind to provide a customized solution to help you achieve your unique goals. DeKind Computer Consultants is a full-service IT consulting company located in the northern Chicago suburbs. Having served the area for over 22 years, we understand the importance of reliable, effective network support. DeKind provides full-service support to over 200 clients in a wide variety of industries – ranging from municipal and law enforcement entities to aviation and pharmaceutical corporations. Our diverse group of clients provide our organization a distinctive advantage. We're able to uncover issues in a specific organizations environment, while patching the same issue before it's a concern in a separate industry. We expect our team to have consistent communication regarding the concerns inside the environments we support, resulting in proactive network management. While other organizations work to fix an established problem, our goal is to provide you a solution before the problem. DeKind's full time staff consists of 4 full time administrative staff, 15 full time technical staff (Microsoft/Cisco/HP certified with an average of 11+ years of experience) and 1 full time sales executive. Located in North Barrington, DeKind is able to reach the entire Chicagoland area and Wisconsin. DeKind offers both on-site and remote support, with an emphasis around on-site support. We operate 24/7/365, supporting clients with multiple shifts of workers and users abroad. With a robust ticketing system and fully staffed help desk, DeKind can handle issues promptly and effectively. Our expertise, resources, and attention to detail make us the ideal choice to fill the needs of an infrastructure and security solution. We will bring the following strengths to work for the Village of Lake in the Hills.

**Police & Fire Department Experience-** We have a unique and distinct perspective while working with Police and Fire Departments in that a member of our leadership team, Brian DeKind, is an active police officer and formerly worked as a paramedic for 12 years. Our team has over 40 years combined experience both 'inside' and 'outside' the police car. Our team is well versed in the tools public safety professionals depends on to get the job done. We have firsthand experience administering, monitoring, and operating with the most cutting-edge technologies available to PD's. We currently support multiple municipalities who operate with similar systems to your operation. Our team has a unique perspective on daily operations which provides your organization an unmatched advantage. Police Departments are changing and will continue to change rapidly in the years to come. Our ability to see those changes coming from both sides of the desk puts your organization ahead of potential issues.

**CJIS Compliance-** Our team has extensive experience working with our current law enforcement partners. Our team is happy to investigate all policies in place at the Village of Lake in the Hills and work to address any short comings of your systems. We will provide employee training at our listed service rate.

**Virtual CIO-** Nick Thommes serves as the VCIO for all our current municipal partners. He will work with the Village of Lake in the Hills regarding the long-term goals and objectives of your technology platforms. He will also be heavily involved throughout your budget process and provide financially driven explanations to all technology related decisions. As referenced in other sections of our proposal, we will be donating 2 hours of his time per quarter to the Village of Lake in the Hills. Nick's time will be documented in our ticketing platform, with all additional time billed at the same rate as listed in our agreement.

**DeKind only hires experienced IT professionals-** Our hiring process consists of a constant search for talent that is highly vetted. DeKind has a highly tenured team that has been retained through years of growth. We attract talent through an accepting and progressive workplace that offers exemplary benefits and compensation. All DeKind employees need to pass background checks and random drug screening. We stay over-staffed so that growth will not become an issue for existing clients. These philosophies have allowed DeKind to grow largely through referral basis the past ten years.

**DeKind creates a 100% custom solution for any problem-** Our team provides a 100% unique, handcrafted solution to fit your specific IT needs. We will not design a new infrastructure from scratch; we will take the systems you have now and find cost-effective ways to make it more capable and secure.

**VPN Experience-** DeKind's IT Operations Manager has 10+ years of general IT experience and 10+ years' experience configuring VPN access for remote users. Every engineer on staff has the skill and experience to effectively manage the logs and access configurations of your environment.

**Network Penetration-** Our team understands that many organizations are unsure of their current security situation and desire a numerical assessment of their network. We believe that the true value of your network is shown before training begins. Our penetration tests are designed to meet and exceed compliance mandates such as those related to the Payment Card Industry Data Security Standard, the Health Insurance Portability and Accountability Act. Typically, penetration testing needs to be conducted at least once a year as a part of a regular compliance audit.

## Why Penetration Testing?



Simulates a real  
cyber attack



Baseline your  
defenses



Train your team on  
how to defend



Test incident  
response processes



Meet compliance  
requirements



Learn your organizational  
weaknesses

By simulating attacker activity, the test will attempt to find and exploit weaknesses in the system components such as missing patches, poor configuration or weak authentication that may be exploited by an attacker. This test will focus on common operating systems and base application-level issues. The goal of such penetration test is to determine whether an outside attacker can gain a foothold into the environment or perform functions that are not authorized within the environment.

**Ongoing Infrastructure Management-** After designing the Village of Lake in the Hills security upgrades and integrating them into infrastructure, we will continuously monitor every aspect of your network. This will free up time for the Village of Lake in the Hills to focus on scaling its operations without worrying about technical details along the way.

**Customized Infrastructure Creation and Development-** A customized IT infrastructure puts you in the best position for future growth. We will start with a comprehensive review of your current business processes and application portfolio. Then, relying on our expertise and firsthand observations, we will develop and implement an infrastructure that reduces costs and boosts productivity.

**Risk Assessment-** We have an established relationship with a third-party risk management firm. The software can be installed in your current environment as a virtual machine and provide a complete inventory of assets and vulnerabilities across your network. We will provide annual risk assessments and help your organization through cyber insurance renewals. The costs associated with the prior mentioned services are not included in our agreement.

**Cyber Insurance-** The procurement process and documentation requirements for cyber security insurance have intensified significantly over the last 3 years. As part of our CFO's designated time to the Village of Lake in the Hills, he will work with your current provider to make sure your organization is receiving the best rates available. Our experience working through these processes with other partners allows us to make network updates that will be fiscally beneficial to the villages infrastructure while adding savings during renewals.

## Village of Lake in the Hills Onboarding Plan

Every environment is different, requiring our procedures to be malleable for every situation. Our initial plan is to assign Mike Frye as the primary contact for all the Village of Lake in the Hills employees. A second engineer will be assigned to address issues when Mike is not available. We have an internal escalations process in place involving multiple touch points before the timelines listed in the prior mentioned service level agreement have been exceeded. Brian DeKind provides his experiences to our internal team and takes pride in the punctual service we provide our municipal partners. Our business is built around providing scalable support, making timesheet documentation a standard task for all our technicians. This approach would provide your organization with the staffing required for your daily operations, alongside additional staff having direct knowledge of your systems, while being available as needed.

Mike has proven to be an integral part to our team of technicians. He is heavily involved in interactions with all our municipal customers and since coming on board with our team in 2020, he has become a dedicated go to for his partners. Mike's attention to detail and response time to urgent issues is second to none. He has done a fantastic job transposing what he does in every environment. Every partner wants to know how, when and what is happening in their operation. His detail allows everyone to understand his daily duties which serves as a tremendous breath of fresh air. Nico Voras will serve as the help desk contact for the Village of Lake in the Hills.



Brian DeKind  
President of DeKind Computer Consultants

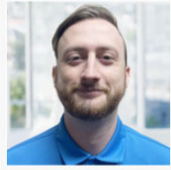
**The President of DeKind Computer Consultants** is an experienced manager and trainer. DeKind Computer Consultants benefits from Brian's bold leadership, expert problem solving skills and his many years of management, technical design and service experience. Brian's critical expertise in technical design and training is a genuine service to clients of all sizes. His affable personality and sincere interest in his clients has earned Brian the respect and trust of small businesses, mid-sized enterprises, large corporations and government organizations that have come to rely on his "can do" attitude and dependable service.

Brian is also rooted in the communities where he lives and works, serving as a volunteer paramedic and Chief of the Antioch Rescue Squad, as well as previously serving as Vice President of the Antioch Chamber of Commerce. Committed to his company, his clients and his community, Brian looks forward to earning your confidence and your business.



Mike Frye  
Senior Network Engineer

Mike decided long ago to turn his hobby into a career. He started in the hardware industry and has been working in technology for the last 15+ years. Working at both small and large companies, plus several years of MSP experience, has helped Mike hone his customer service and other special skill sets to flourish in today's technologically confusing world. In his spare time, you can find Mike rooting for his favorite sports teams, or spending time with his family and friends.



Nico Voras  
Network Engineer

Nico has experience working across multiple disciplines ranging from AutoCAD design to Audio-Visual installation and maintenance. He graduated in 2019 with a degree in Criminal Justice and Law and moved to a more engaging career in Information Technology. His history has given him the wide variety of skills necessary to assist with any IT needs, no matter how frustrating they might be. In his spare time you can find him studying, fencing, or rock climbing.

During an ideal transition, our team would work alongside your current provider for multiple weeks to have a complete understanding of your daily operations. Throughout the first 30 days of engagement, DeKind will build on the initial discovery and continue to analyze your environment for areas that can be strengthened. We would install our remote agent on all machines connected to the network, allowing our team to uncover any updates that the prior provider has not patched. We would also update the current endpoint protection software's to ensure every machine connected to the network is secure. All organizational information is filtered and stored securely in our document management system, IT Glue. All this information can be shared either in a collaborative method, or read-only, to users you specify in your organization. Each record has an audit trail and can be tied to other records if dependency is required.

Once our team has made sure that we can manage issues when they occur and we've installed resources to keep the network safe, we can begin employee introductions. The DeKind Welcome Sheet will be distributed to all end users describing the process of submitting a ticket for support. Our first goal is to have our administrative staff meet with multiple employees from each department to help them air any grievances and speak freely about your current IT programs. What issues is your department facing? What are your technology goals for this year and the following?

After completion, our team would generate a presentation for management to inspire a proactive discussion about the future. What issues do employees have with your current systems? Our team will explain what can be addressed with quick adjustments to your network, or what can wait and should not be a priority. We've found great success by engaging our team into your department head meetings. This keeps our team informed on all aspects of your operations and allows our team to provide immediate feedback or direction. Our goal is to provide transparency to our partners, making them aware of what our engineers are handling daily and what changes they can expect in the coming weeks.

After 60 days, our team will have gained an informed understanding of your operating environment and infrastructure. The majority of our time will be spent creating documentation across your network and working with end users to address concerns. We only hire engineers that are able to talk tech, to people who are not tech savvy. Once your employees recognize

that our team is on-site, open to discussion and able to help them work more efficiently, our involvement will increase exponentially.

The time leading up to the 90-day milestone will be focused on the refinement and understanding the functionalities of your current network. Once we understand your network, we can begin the process of planning for the future. As mentioned in prior sections of our proposal, our CFO will be allocating 2 hours of his time per quarter at no charge to the Village of Lake in the Hills. We will plan a review meeting shortly after the 90-day milestone to include village staff and portions of our leadership team. The meetings' purpose will be to update the village on the conditions that have been addressed since our teams onboarding. We will also present the village with our preferred technology path for the future. We understand the operations of a municipal environment and recognize the need to have a properly itemized budget. Our team understands the lifecycle of a network environment and we're prepared to provide your team with the clarity they require to be fiscally accountable.

The first 6 months of any transition will happen quickly and involve a significant amount of change on behalf of both parties. If your organization does not have weekly or monthly department head meetings, we would engage all management into a discussion. In many situations, our team will uncover details inside your environment that are duplicated and creating inefficiency. The goal is to create a dialog centered around your team and what technology can do to make them more efficient while at work. Our team is here to be a resource for the Village of Lake in the Hills, we will always encourage our partners to voice their opinions.

## Cost of Services

Our team at DeKind Computer Consultants takes pride in providing comprehensive service with a simple approach to our pricing structure. All our engineer's time is billed at the same rate, no matter the time or nature of the service provided. All technicians time is documented and available for clarification. We allow unused monthly hours to be rolled into the following months to assist with time consuming projects. Upon the start of the third week of the month, your predetermined contact will be made aware if monthly hours are trending over the agreed upon allotment.

During the beginning of our agreement, monthly hours would be dedicated to creating network documentation and accommodating issues that arise during operating hours. Once we have a clear understanding of your network and all its functions, we can begin the assessment of any essential upgrades.

We believe that proper documentation of a network's functionality is the framework to efficiency. End user issues are the speedbumps that slow down efficiency. The structure provided by a ticketing system supplies our team the data needed to document consistent issues. End user issues create disruptions, disruptions become problems which become trends. Our goal is to support the Village of Lake in the Hills through the process of streamlining its technology platforms, while promoting efficiency for the future. It is important to remember that technology never has an "end-goal". It is a constantly evolving tool that will lead to better serving the employees and ultimately the residents of the Village of Lake in the Hills.

Based on our experience and the information we gathered through our meeting, our team at DeKind will be allocating 105 hours of our engineer's time per month to the Village of Lake in the Hills. Our thoughts are centered on providing the Village of Lake in the Hills on-site support on a daily basis. We will dedicate 4 hours of our engineer's time to your organization on all 5 days of the working week. During those predetermined visits, our engineer will be working to fix your preexisting tickets along with dedicated time to updating your network infrastructure. Our exact schedule would be determined during our onboarding meetings, with consideration to the schedule of the Village of Lake in the Hills. Our team understands that when your systems are not functioning properly, the issue needs to be addressed immediately. Our staff is available 24/7 and will happily respond to urgent issues outside of your assigned visits. It's clear that the hours listed above do not reach the total hours allocated to our proposed contract. Our team is always available to assist your employees through technology related issues and our assumption is that multiple requests will use the remaining time allocated in the support agreement. In the case of an emergency, our team will be dispatched to come on-site on an as need basis.

## References

Name of Municipality: City of Park Ridge

Address: 505 Butler Place, Park Ridge, IL 60068

Contract Person: Leisa Niemotka

Title: Administrative Services Manager

Phone Number: 847-318-5201

Size of Facility: 175 Users

Email Address: LNiemotka@parkridge.us

Contract Dates: 2021- Present

Scope of Service: We provide 24/7/365 support to every aspect of their environment at City Hall, Police Department, 2 Fire Houses, Public Works Facilities and Public Library. Firewall set up and maintenance to ensure firmware is up to date, review of logs, and manage the configuration of intrusion alerts. Server set ups and monitoring, ensure that all servers are up to date, alerts set up for offline status, and alerts set up for software installations. Switch configuration, set up and maintenance. We provide helpdesk services, phone system support, hybrid office environment with O365 and on prem Exchange e-mail support, municipal software support (BS&A, Utility Billing, Cash Reporting, Police Records). We administer the backups of the entire municipal environment, along with all body camera data on Evidence.com. We are currently working through an upgrade with their on-premises Tyler Munis ERP and preparing the city to move into a cloud environment. We manage issues with their complete software package and act as a liaison for all billing and contractual agreements. Deployed, monitor, and update all end user antivirus and antimalware solutions. We manage the city's account with KnowBe4, we administer all phishing campaigns and cyber security training. We maintain all MDTs in the car, booking systems, report writing, scheduling, and evidence software. We're currently working through an upgrade of all body cameras and dash cameras for the PD. We manage all aspect of both Fire Department facilities, including their in-vehicle hardware/ software packages along with their connection to the Regional Emergency Dispatch Center. Updated disaster recovery and cyber security plan. Maintain Granicus software as well as Leightonix appliance in city council chambers.

Name of Municipality: The Village of Lake Villa

Address: 65 Cedar Ave, Lake Villa, IL 60046

Contract Person: Chief Rochelle Tisinai

Title: Chief of Police

Phone Number: 847-356-6106

Size of Facility: 75 Users

Email Address: RTisinai@lake-villa.org

Contract Dates: 2011-Present

Scope of Service: We provide 24/7/365 support to every aspect of their environment. Firewall set up and maintenance to ensure firmware is up to date, review of logs, and manage the configuration of intrusion alerts. Server set ups and monitoring, ensure that all servers are up to date, alerts set up for offline status, and alerts set up for software installations. Switch configuration, set up and maintenance. Hardware and end-user antivirus monitoring. IT Helpdesk services including phone system support, on prem Exchange e-mail support. We



administer the backups of the entire municipal environment, along with all body camera data on Evidence.com. Through our tenure, we've worked alongside the village regarding the procurement of all technology related products. We provide comprehensive support to village hall and all police operations for the village.

**Name of Municipality:** The Village of Kildeer

**Address:** 21911 Quentin Road, Kildeer, IL 60047

**Contract Person:** Chief Steve Balinski

**Title:** Chief of Police

**Phone Number:** 847-438-6000

**Size of Facility:** 55 Users

**Email Address:** SBalinski@kildeerpolice.com

**Contract Dates:** 2008- Present

**Scope of Service:** We provide 24/7/365 support to every aspect of their environment. Firewall set up and maintenance to ensure firmware is up to date, review of logs, and manage the configuration of intrusion alerts. When our contract began with the village, there server environment was outdated and needed a complete refresh. Our team achieved a complete migration of the village's server environment into our private data center that now hosts all the villages servers. We monitor all aspects of the environment to ensure that all servers are up to date, alerts set up for offline status, and alerts set up for software installations. Switch configuration, set up and maintenance. We provide helpdesk services, phone system support, O365 administration and support, municipal software support (BS&A, Utility Billing, Cash Reporting, Police Records). Village of Kildeer uses OffenderWatch, LEADS 3.0, Motorola PremierOne, EnRoute CAD Mobile, APBNet. We manage issues with their complete software package and act as a liaison for all billing and contractual agreements. We administer the backups of the entire municipal environment, along with all body camera data on Evidence.com. Deployed, monitor, and update all end user antivirus and antimalware solutions. We maintain all MDTs in the car, booking systems, report writing, scheduling, and evidence software

**Name of Municipality:** City of Prospect Heights

**Address:** 8 N Elmhurst Road, Prospect Heights, IL 60070

**Contract Person:** Peter Falcone

**Title:** Assistant Village Administrator

**Phone Number:** 847-398-6070 ext. 206

**Email Address:** pfalcone@prospect-heights.org

**Size of Facility:** 77 users

**Contract Dates:** 2014 - Present

**Scope of Service:** We provide 24/7/365 support to every aspect of their environment. Firewall set up and maintenance to ensure firmware is up to date, review of logs, and manage the configuration of intrusion alerts. Server set ups and monitoring, ensure that all servers are up to date, alerts set up for offline status, and alerts set up for software installations. Switch configuration, set up and maintenance. We provide helpdesk services, phone system support, on prem Exchange e-mail support, municipal software support (BS&A, Utility Billing, Cash Reporting, Police Records). Prospect Heights uses OffenderWatch, LEADS 3.0, Motorola PremierOne, APBNet. We manage issues with their complete software package and act as a liaison

for all billing and contractual agreements. We manage issues with their complete software package and act as a liaison for all billing and contractual agreements. We administer the backups of the entire municipal environment, along with all body camera data on Evidence.com. Deployed, monitor, and update all end user antivirus and antimalware solutions. We maintain all MDTs in the car, booking systems, report writing, scheduling, and evidence software.

Name of Partner: JA Frate Logistics Worldwide

Address: 7900 Pyott Rd, Crystal Lake, IL 60014

Contract Person: Jill Dinsmore

Title: President

Phone Number: 815-788-4444

Email Address: JDinsmore@jaftrate.com

Contract Dates: 2007- Present

## Statement of Material Litigation

DeKind Computer Consultants has neither directly or indirectly been involved in any litigation material to providing IT services, arbitration or bankruptcy proceedings with in the past three (3) years.

## Financial Statements

- DeKind Computer Consultants is in good financial standing.
- DeKind Computer Consultants has been in business since 2001.
- Declaration of Solvency is available upon request.

## A La Carte Services

- Web design, branding, and creative.
- Structured cabling.
- Hardware warranty- DeKind does not warranty hardware, we will act as a contact between our customer and a manufacturer while supporting all interactions.
- Litigation- We will provide support as hourly billable time.

## Exhibit B

### Request for Qualifications for Professional Services Acknowledgement of Terms and Conditions

By submitting a Response, the Submitter, on behalf of itself acknowledges and agrees that:

1. **SUBMITTER AUTHORIZATION:** The signatories are authorized by the Submitter to make representations for the Submitter and to obligate the Submitter to perform the commitments contained in its Response, including as prescribed by this RFQ.
2. **NO GUARANTEE OF WORK OR COMPENSATION:** There is no guarantee of a minimal amount of work or compensation for any of the Submitters selected for contract negotiations.
3. **COMPLIANCE WITH LAWS AND REGULATIONS:** Submitter must comply with all applicable State, Federal, and local laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this Response prior to their delivery, it shall be the responsibility of the successful Submitter to notify the Village at once, indicating in their letter the specific regulation which required such alterations.
4. **LEAD ROLE:** The selected Submitter(s) will be expected to take the lead role in project management and staff/subcontractor coordination.
5. **RELEASE OF INFORMATION:** The Submitter hereby releases the Village, including its officers, employees, and agents, from any liability for publishing or publicly discussing the Response in connection with this RFQ.
6. **FINANCIAL RESPONSIBILITY FOR RESPONSE COSTS:** The Village accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ. Responses (and related materials), once submitted, become the property of the Village and may be used by the City in any way deemed appropriate.
7. **CHANGE NOTICES:** The Village may modify the RFQ, prior to the Response due date, by issuing written addenda. The Village will make reasonable efforts to post notification of modifications in a timely manner.
8. **CONFLICTS OF INTEREST:** The successful Submitter will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest.

**Submitted by:**

Name of Firm: DeKind Computer Consultants

Address of Firm: 106 S. Wynstone Park Dr. Suite 104

City: North Barrington State: IL Zip 60010

Submitter's Name: Jeremy Cummings

Submitter's Signature:

Telephone: 847 838 5200

E-mail: Jeremy@DeKind.com

# DeKind Computer Consultants

*Determined. Dedicated. Dependable. DEKIND*

Tel: 847-838-5200

Fax: 847-838-5212

## QUOTATION

### Customer

Name Village of Lake in the Hills  
 Address 600 Harvest Gate  
 City Lake in the Hills State IL ZIP 60156  
 Phone 847-960-7400

### Details

1LITH42523

Date 25-Apr-23  
 Rep JTC  
 Notes: For terms, see below.

Qty	Description	Unit Price	TOTAL
143	<b>Kaseya VSA Remote Monitoring W/ Alerting</b> - Annual	\$ 30.00	\$ 4,290.00

### Terms

Approval \_\_\_\_\_ Date \_\_\_\_\_

Tax Rate(s)

SubTotal	\$ 4,290.00
Shipping	
	EXEMPT
<b>TOTAL</b>	<b>\$ 4,290.00</b>

### Office Use Only

## Annual Monitoring Software

Visit us on the web @ [www.DeKind.com](http://www.DeKind.com) -- We look forward to working with you!



# REQUEST FOR BOARD ACTION

---

**MEETING DATE:** June 6, 2023

**DEPARTMENT:** Police

**SUBJECT:** Sergeant Appointment Above Authorized Staffing Level

## EXECUTIVE SUMMARY

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The police department has a retirement in July of this year that will create an opening for a Sergeant position. To expedite the transition and training, the department has identified the candidate to fill the vacancy and would like to have the individual formally appointed on June 22, 2023.

The current authorization level of Sergeant positions is seven (7). Allowing the police department to go from seven (7) to eight (8) authorized positions, for a period of approximately four (4) weeks, will allow the Officer to be ready to assume this supervisory role on or about June 23, 2023. The authorized strength will return to (7) seven on July 24, 2023, the day after the scheduled retirement.

## FINANCIAL IMPACT

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The estimated salary differential for a new Sergeant from June 23, 2023 to July 24, 2023 is \$602.00.

## ATTACHMENTS

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None

## RECOMMENDED MOTION

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Motion to approve and authorize the Police Department to exceed the authorized staffing level and appoint a Sergeant on June 22, 2023 for the projected vacancy in July 2023.



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** June 6, 2023

**DEPARTMENT:** Community Development

**SUBJECT:** A Resolution Approving a Reduction of the Performance Security for Arden Rose Senior Living at 700 E. Oak Street

## EXECUTIVE SUMMARY

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Section 1-4 and Appendix E of the Subdivision Control Ordinance require developers of land in the Village to provide performance security in an amount equal to 125 percent of the estimated cost of improvements of the public streets, potable water system, storm drainage, erosion and sediment control, and other applicable public improvements in a development. The developer of the Arden Rose Senior Living project at 700 E. Oak Street submitted a cost estimate indicating that the project would include \$758,899.00 of public improvements. Baxter & Woodman reviewed and approved the cost estimate, and recommended that performance security be provided to the Village in the amount of \$948,248.75. Therefore, O'Malley Construction Company submitted to the Village a performance bond dated March 4, 2022 in the amount of \$948,248.75.

One of the three proposed Arden Rose buildings has been completed, and most of the public improvements have been completed and inspected. Section H-4 of Appendix E of the Subdivision Control Ordinance allows the developer to request that the amount of the performance bond be reduced once after at least 50 percent of the value of the public improvements are completed, and states that the remaining amount must be equal to at least 50 percent of the original performance bond amount. The developer has submitted partial and final waivers of lien from their subcontractors to demonstrate satisfactory completion of at least 50 percent of the value of the improvements, and has requested that the amount of the performance bond be reduced. Village staff has reviewed the lien waivers and found them to be acceptable, and finds that the developer has met the requirements to have the amount of the bond reduced to \$474,124.38. Further, staff finds that the reduced amount of the bond will be sufficient to ensure completion of the public improvement after construction of the other Arden Rose buildings.

## FINANCIAL IMPACT

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If the request is approved, the performance bond would be reduced from \$948,248.75 to \$474,124.38.

## ATTACHMENTS

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1. Resolution
2. Original Performance Bond
3. Lien Waivers

## RECOMMENDED MOTION

---

Motion to adopt a resolution approving a reduction of the performance security for Arden Rose Senior Living at 700 E. Oak Street.

**VILLAGE OF LAKE IN THE HILLS**

**RESOLUTION NO. 2023 - \_\_\_\_**

**A Resolution Approving a Reduction of the Performance Security for Arden Rose Senior Living at 700 E. Oak Street**

WHEREAS, pursuant to Section 1-4 and Appendix E of the Subdivision Control Ordinance, a developer of land in the Village shall provide performance security in the form of a letter of credit or performance bond in an amount equal to 125 percent of the estimated cost of public improvements in a development; and

WHEREAS, O'Malley Construction Company (the "Developer") provided to the Village a performance bond in the amount of \$948,248.75 to secure the completion of public improvements related to the development of Arden Rose Senior Living on that certain property commonly known as 700 E. Oak Street; and

WHEREAS, pursuant to Section H-4 of Appendix E of the Subdivision Control Ordinance, the required performance security may be reduced once after at least 50 percent of the value of the required public improvements are completed; and

WHEREAS, the Developer has submitted partial and final waivers of lien to the Village to demonstrate that more than 50 percent of the value of the required public improvements have been completed, and has requested that the performance bond be reduced by 50 percent of its original value; and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills have determined that the requested performance security reduction meets the standards as set forth in the Subdivision Control Ordinance, and have determined that it will serve and be in the best interests of the Village to approve a one-time reduction of the performance security; and

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

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

SECTION 2: In accordance with and pursuant to Section 1-4 and Appendix E of the Subdivision Control Ordinance, and the home rule

powers of the Village, the Village President and Board of Trustees hereby approve reduction of the performance bond for Arden Rose Senior Living at 700 E. Oak Street to not less than \$474,124.38.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Resolution 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: This Resolution shall be in full force and effect upon its passage in the manner provided by law.

Passed this 8th day of June, 2023 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 JUNE, 2023

\_\_\_\_\_  
Village President, Ray Bogdanowski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Shannon DuBeau

Published: \_\_\_\_\_



## PERFORMANCE BOND

**WHEREAS**, O'Malley Construction Company, Inc. (the "Developer") is obligated to the Village of Lake in the Hills, an Illinois municipal corporation located in McHenry County, Illinois (the "Village), to construct public improvements and other obligations described herein; and

**WHEREAS**, the Village seeks a guarantee of the Developer's faithful performance of such obligations; and

**WHEREAS**, the Developer wishes to provide the Village with this Performance Bond guaranteeing the construction of the public improvements and other obligations described herein; and

**WHEREAS**, the Developer has contracted with West Bend Mutual Insurance Company (the "Surety") located at 1900 South 18<sup>th</sup> Avenue, West Bend, WI 53095, a surety chartered and existing under the laws of the State of Wisconsin and authorized to do business in the State of Illinois to act as surety with respect to this Performance Bond.

### **NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

1. The Developer and the Surety are held and firmly bound to the Village, its successors and assigns, in the sum of \$948,248.75, for the payment of which the Developer and the Surety bind themselves, their heirs, personal representatives, successors, assigns and executors, jointly and severally, for the performance of the Developer's obligations identified on Exhibit A (Engineers Opinion of Probable Cost EOPC) and Exhibit B (EOPC Approval Letter). Time is of the essence, all improvements identified on Exhibit A & Exhibit B, which will be consistent with the plans titled "Arden Rose Senior Living"(PLAN TITLE) and dated January 27, 2021 (DATE), shall be completed by November 1, 2023 ("Completion Date").
2. If the Developer performs its obligations identified on Exhibit A and Exhibit B, by the Completion Date and in the manner prescribed herein, then the Developer and the Surety shall have no obligations under this Performance Bond.
3. The Surety's obligations under this Performance Bond shall arise if the Developer defaults with respect to any or all of its obligations as identified in Exhibit A & Exhibit B in the manner prescribed and within the Completion Date and after the Village provides written notice of said failure to the Surety.
4. Within fifteen (15) business days from receipt of the notice provided by the Village described in Section 3 above, the Surety shall take one of the following actions:

- a. Undertake to perform and complete the Developer's obligations itself, through its agents or independent contractors which are acceptable to the Village and within a time frame and date certain acceptable to the Village; or
- b. Waive its right to perform and complete the Developer's obligations and instead tender the amount necessary for the Village to complete the Developer's obligations either on its own or through independent contractors. If the Village refuses payment of the tendered amount then the Surety shall complete the Developer's obligations pursuant to Section 4(a) above.

The Surety understands and agrees that if it elects to undertake completion of the Developer's obligations as set forth in Section 4(a) above, it will be bound by all applicable laws, including but not limited to the Prevailing Wage Act. In such event, the Surety agrees that it will bear the costs, including but not limited to engineering, construction, and legal costs, of completing the Developer's obligations under Section 4(a) above.

5. In the event that the Developer defaults with respect to any of the Developer's obligations as identified in Exhibit A & Exhibit B, in the manner prescribed and within the times specified therein, the Village, in its sole discretion and in lieu of Section 4 above, may elect to complete the Developer's obligations itself or through independent contractors, and the Surety and the Developer shall be jointly and severally liable for the costs thereof including, but not limited to engineering, construction, legal, internal administrative and contingent costs as well as any damages, either direct or consequential, sustained by the Village in an amount not to exceed the sum set forth in Section 1 herein. In such event, the Surety and the Developer, jointly and severally, shall pay all invoices incurred in the Village's completing the Developer's obligations within ten (10) business days of receipt of the invoice from the Village.
6. To the limit of the amount of this Performance Bond, as set forth in Section 1 herein, the Surety is obligated for:
  - a. The responsibilities of the Developer for correction of defective work or completion of the Developer's obligations identified in Exhibit A & Exhibit B in the manner and within the time prescribed therein;
  - b. Additional engineering, construction, legal, design, internal administrative and other costs resulting from the Developer's default and resulting from the actions or failure to act of the Surety; and
  - c. All damages, including direct or consequential, suffered by the Village and caused by the delay in performance or nonperformance of the Developer's obligations.
7. No right of action shall accrue on this Performance Bond to any person or entity other than the Village or its assigns and successors.

8. The Surety hereby waives notice of any changes, including but not limited to, changes of time, to the Developer's obligations in Exhibit A & Exhibit B. Any changes in or to Exhibit A & Exhibit B and compliance or noncompliance with formalities in connection with Exhibit A or alterations which may be made to the terms of Exhibit A & Exhibit B, or in the work to be done pursuant to, or the giving by the Village of any extension of time for the performance of the obligations set forth in Exhibit A & Exhibit B, or any other forbearance on the part of the Village, shall not affect the obligations of the Developer and the Surety, or either of them, their heirs, personal representatives, successors or assigns under this Performance Bond, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
  
9. Any proceeding pursuant to or in connection with this Performance Bond shall be brought in the 22<sup>nd</sup> Judicial Circuit, McHenry County, Illinois, and the Surety and the Developer hereby consent to jurisdiction and venue in that Court. This Performance Bond has been negotiated, executed and delivered at and shall be deemed to have been made in the Village of Lake in the Hills, McHenry County, Illinois. This Performance Bond shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of any present or future domicile or principal place of business of the Developer or the Surety. Each of the Developer and the Surety hereby consents and agrees that the Circuit Court of McHenry County, Illinois, or at the Village's option, and in the Village's sole discretion, the United States District Court for the Northern District of Illinois, Western Division, shall have exclusive jurisdiction to hear and determine any claims or disputes between the Village and the Developer or the Surety pertaining to this Performance Bond or to any matter arising out of or related to this Performance Bond. Each of the Developer and Surety expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and each of the Developer and the Surety hereby waives any objection which each of the Developer and the Surety may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Each of the Developer and the Surety hereby waives personal service of the summons, complaint and other process issued in any such action or suit and agrees that service of such summons, complaint and other process may be made by registered or certified mail addressed to each of the Developer and the Surety at the address set forth in this Performance Bond and that service so made shall be deemed completed upon the earlier of each of the Developer and the Surety's actual receipt thereof or three (3) days after deposit in the U.S. mail, proper postage prepaid. Nothing in this Performance Bond shall be deemed or operate to affect the right of the Village to serve legal process in any other manner permitted by law, or to preclude the enforcement by the Village of any judgment or order obtained in such forum or the taking of any action under this Performance Bond to enforce same in any other appropriate forum or jurisdiction.
  
10. Notices to the Surety, Developer and Village shall be delivered to the following addresses and shall be deemed effective two business days after mailing, with first class postage prepaid. Notices delivered via facsimile or hand delivery shall be deemed effective the same day.

The Village:  
The Village of Lake in the Hills  
Village Administrator  
600 Harvest Gate  
Lake in the Hills, IL 60156  
Fax: (847) 960-7415

The Developer:  
O'Malley Construction Company, Inc.  
55 W. Seegers Road  
Arlington Heights, IL 60005  
Fax: \_\_\_\_\_

The Surety:  
West Bend Mutual Insurance Company  
1900 South 18<sup>th</sup> Avenue  
West Bend, WI 53095  
\_\_\_\_\_  
Fax: \_\_\_\_\_

11. If the Surety fails to perform any of its obligations under this Performance Bond within five (5) business days from receipt of the written notice from the Village, the Surety shall be deemed in default of this Performance Bond and the Village may exercise any right it may have either at law or in equity. Further, the Surety agrees to pay the Village's cost of enforcing or interpreting this Performance Bond, including but not limited to the Village's reasonable attorney's fees.
12. If any part of this Performance Bond is construed to be invalid or unenforceable by a court of competent jurisdiction, that finding or decision shall not affect the remainder of this Performance Bond and the remaining provisions shall remain in full force and effect.

Time is of the essence of this Performance Bond.

No provision of this Performance Bond shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.

Wherever possible, each provision of this Performance Bond shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Performance Bond shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating

the remainder of such provision or the remaining provisions of this Performance Bond.

This Performance Bond shall be binding upon and inure to the benefit of the successors and assigns of the Village, the Developer and the Surety.

The Village's failure, at any time or times hereafter, to require strict performance by the Developer of any provision of this Performance Bond shall not waive, affect or diminish any right of the Village thereafter to demand strict compliance and performance therewith.

Each of the Surety and the Developer represents to the Village that each has undertaken all corporate or other action necessary for it to execute and bind itself to the obligations of this Performance Bond.

IN WITNESS WHEREOF, this Performance Bond has been duly executed and accepted in Lake in the Hills, McHenry County, Illinois, on the day of the year specified at the beginning hereof.

**THE DEVELOPER**

By: *Paul O'Malley*  
Its: *PRESIDENT*

**THE SURETY**

By: *[Signature]*  
Its: Paul F. Praxmarer (Attorney-in-Fact)

STATE OF ILLINOIS     )  
  )  
COUNTY OF KANE     )

I, David N. Sharp, a Notary Public in and for the County and State aforesaid do hereby certify that Paul F. Praxmarer, personally known to me to be the Attorney-in-Fact of West Bend Mutual Insurance Company, personally appeared before me this date and acknowledged that he has signed the within and foregoing Performance Bond as his free and voluntary act for and on behalf of West Bend Mutual Insurance Company.

Given under my hand in a Notary Seal this 28th of January, 2022.

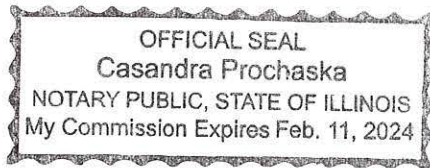


*David N Sharp*  
Notary Public

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid do hereby certify that Thomas F. O'Malley, personally known to me to be the president of O'Malley Construction Company personally appeared before me this date and acknowledged that he has signed the within and foregoing Performance Bond as his free and voluntary act for and on behalf of O'Malley Construction Company

Given under my hand in a Notary Seal this 4<sup>th</sup> day of March, 2022.



Casandra Prochaska  
Notary Public



**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Kevin A. Steiner  
Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton  
Matthew E. Carlton  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 28th day of January, 2022.



Heather A. Dunn  
Heather Dunn  
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

EXHIBIT A - ENGINEER'S OPINION OF  
 PROBABLE COST - AS PREPARED BY  
 GERALD L. HEINZ AND ASSOCIATES, INC.

700 E. Oak Street  
 Engineer's Estimate of Cost  
 November 4, 2020  
 For Engineering Site plans: Arden Rose Home Care

**Earth Excavation/Removal**

**Earth Ex /Rem. Onsite**

<u>Item No</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Earth Excavation	Cu Yd	4500	\$20.00	\$90,000.00
2	Pavement Removal	Sy Yd	1400	\$5.00	\$7,000.00
				Subtotal	\$97,000.00

**Earth Ex /Rem. ROW**

1	Pavement Removal	Sy Yd	140	\$5.00	\$700.00
				Subtotal	\$700.00

**Pavement**

**Pavement Onsite**

<u>Item No</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Portland Cement Concrete Sidewalk, 5"	Sq Ft	4700	\$6.00	\$28,200.00
2	Portland Cement Concrete Pavement, 5"	Sq Yd	189	\$50.00	\$9,450.00
3	HMA Binder Course	Ton	205	\$90.00	\$18,450.00
4	HMA Surface Course	Ton	205	\$90.00	\$18,450.00
5	Detectable Warnings	Sq Ft	60	\$45.00	\$2,700.00
6	Comb. Curb and Gutter, B6.12	Lin Ft	1165	\$25.00	\$29,125.00
7	Aggregate Base Course, CA-6	Ton	1100	\$25.00	\$27,500.00
8	Thermoplastic Pavement Marking - Line 4"	Lin Ft	400	\$1.00	\$400.00
9	Thermoplastic Pavement Marking - Symbols	Sq Ft	6.2	\$20.00	\$124.00
				Subtotal	\$134,399.00



**Pavement ROW**

1	HMA Binder Course	Ton	11	\$90.00	\$990.00
2	HMA Surface Course	Ton	9	\$90.00	\$810.00
3	Comb. Curb and Gutter, Removal and Replacement	Lin Ft	120	\$25.00	\$3,000.00
4	Comb. Curb and Gutter, B6.18	Lin Ft	70	\$30.00	\$2,100.00
5	Aggregate Base Course, CA-6	Ton	16	\$25.00	\$400.00
				Subtotal	\$7,300.00

**Landscaping**

<u>Item No</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Topsoil Placement, 4"	Sq Yd	4500	\$5.00	\$22,500.00
2	Seeding, Class 1A	Sq Yd	9000	\$1.00	\$9,000.00
3	Erosion Control Blanket	Sq Yd	9000	\$3.00	\$27,000.00
4	Rip-Rap	Ton	2	\$500.00	\$1,000.00
5	Lighting	Each	3	\$3,500.00	\$10,500.00
6	Plantings (see attached from J. Davito Design, Inc)	Lump	1	\$124,430.00	\$124,430.00
				Subtotal	\$194,430.00

**Temporary Erosion Control**

<u>Item No</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Silt Fence	Lin Ft	1500	\$1.00	\$1,500.00
2	6' High Construction Fence	Lin Ft	1500	\$5.00	\$7,500.00
3	Tree Protection Fencing	Lin Ft	350	\$4.00	\$1,400.00
4	Construction Access	Sq Yd	165	\$40.00	\$6,600.00
5	Inlet Protection	Each	8	\$50.00	\$400.00
6	Temporary Seeding	Sq Yd	1000	\$1.00	\$1,000.00
7	Erosion Control Maintenance	Month	8	\$500.00	\$4,000.00
				Subtotal	\$22,400.00

### Storm Sewer

<u>Item No</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Catch Basin, Type A, 5' Dia.	Each	8	\$2,500.00	\$20,000.00
2	Storm Manhole, Type A, 5' Dia	Each	4	\$4,000.00	\$16,000.00
3	Storm Manhole w/ Restrictor	Each	1	\$5,000.00	\$5,000.00
4	36" RCP Storm Sewer, Class II, Type 2	Lin Ft	517	\$90.00	\$46,530.00
5	12" PVC SDR 26	Lin Ft	394	\$45.00	\$17,730.00
6	15" PVC SDR 26	Lin Ft	105	\$60.00	\$6,300.00
7	15" RCP Flared End Section/ W Grate	Each	1	\$300.00	\$300.00
8	36" RCP Flared End Section/ W Grate	Each	3	\$750.00	\$2,250.00
9	Storm Sewer Removal	Lin Ft	641	\$20.00	\$12,820.00
10	Storm Manhole Removal	Each	9	\$500.00	\$4,500.00
11	Trench Backfill	Cu Yd	480	\$40.00	\$19,200.00
				Subtotal	\$150,630.00

### Sanitary Sewer

<u>Item No</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Sanitary Sewer, 4" PVC, SDR 26	Lin Ft	341	\$65.00	\$22,165.00
2	Sanitary Sewer, 8" PVC, SDR 26	Lin Ft	111	\$75.00	\$8,325.00
3	Sanitary Mahole, Type A, 4' Dia	Each	3	\$3,200.00	\$9,600.00
4	Trench Backfill	Cu Yd	315	\$40.00	\$12,600.00
5	Sanitary Sewer Connection	Each	1	\$1,000.00	\$1,000.00
				Subtotal	\$53,690.00

**Water**

<u>Item No</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Fire Hydrant, Complete	Each	1	\$4,500.00	\$4,500.00
2	8" Gate Valve and Valve Vault	Each	2	\$4,000.00	\$8,000.00
3	8" Ductile Iron Watermain, Class 52	Lin Ft	361	\$90.00	\$32,490.00
4	4" Ductile Iron Watermain, Class 52	Lin Ft	354	\$90.00	\$31,860.00
5	Pressure Connection	Each	2	\$2,000.00	\$4,000.00
6	Trench Backfill	Cu Yd	430	\$40.00	\$17,200.00
				Subtotal	\$98,050.00
<b>TOTAL IMPROVEMENT COST</b>					<b>\$758,599.00</b>

06/30/20

Attn: Tony Sarillo

**Arden Rose Home Care**  
**Rough Landscape Cost Budget Study**

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>UN</u>	<u>EXT</u>
	Shade Tree	51	3" CAL	
	Evergreen Tree	24	7' HT	
	Ornamental Tree	20	8' HT	
	Low Evergreen Shrub (spreading)	83	24"	
	Large Evergreen Shrub (spreading)	15	30"	
	Large Evergreen Shrub (upright)	10	5' HT	
	Large Deciduous Shrub	90	36"	
	Small Deciduous Shrub	75	18"-24"	
	Rose Bushes	56	3G	
	Perennials	365	1G	
	Groundcovers	60	1G	
	Ornamental Grasses (upright)	108	3G	
	Ornamental Grasses (low)	177	1G	
SEED	Lawn Seed, Bluegrass Blend, including Erosion Control Blanket	3750	SY	
B-SEED	Buffer Yard Seeding, including Erosion Control Blanket <i>Highlands Fescue Mix</i>	390	SY	
M-SEED	Mesic Prairie Seeding, including Erosion Control Blanket <i>Genesis Lo Pro Dry Mesic Prairie w/ Flowers</i>	1700	SY	
W-SEED	Wet-Mesic Prairie Seeding, including Erosion Control Blanket <i>Genesis Lo Pro Wet-Mesic Prairie w/ Flowers</i>	2750	SY	
	Shredded Hardwood Bark Mulch, 1-3" THK	125	CY	
	Sand/Compost Mix, 4" THK	40	CY	

**TOTAL: \$ 124,430.00**

**NOTE:** Pricing for tree removals, fencing, granite boulders and site furnishings is not included in this estimate.

November 11, 2020

Ann Marie Hess, AIA, MCP  
Acting Community Development Director  
600 Harvest Gate  
Lake in the Hills, IL 60156

***Subject: Village of Lake in the Hills - Arden Rose Home Care***

Dear Ann Marie:

In accordance with your instructions, we have completed an office review of the recent submittal for this project. The following documents were received:

- Comment Response Letter dated November 9, 2020; and
- Final Project Plans dated November 4, 2020; and
- Engineers Estimate dated November 4, 2020; and
- Retaining Wall Inspection Letter dated November 9, 2020

**All of our comments have been addressed and we recommend approval of the revised plans and recommend a bond or letter of credit, as directed by the Village, in the amount of 125 % of the approved Engineers Estimate of \$758,599.00. The final amount of required security is \$948,248.75.**

Baxter & Woodman's reviews are to determine compliance with the municipal Subdivision Ordinance and Zoning Ordinance in a manner consistent with that degree of care consistent with Engineers currently practicing in the state of Illinois. Our review did not include field verification of existing conditions, elevations, grades and/or topography as shown on the plan, and we disclaim responsibility for any errors or omissions. This review also does not include any additional comments or issues that may be raised by other Village departments or reviewing entities. The Owner and design engineers are not relieved of any responsibility for the correctness of the existing field conditions and the design of the project improvements because of our review and the subsequent approval of the plans and specifications by the Village.



If you have any questions or need additional information, please contact us.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

A handwritten signature in blue ink that reads "R.A. Gallas".

Richard A. Gallas, P.E.  
Municipal Services Department Manager

CC: Fred Mullard, Village Administrator  
Peter D'Agostino, Acting Public Works Director  
Anthony Sarillo, Sarillo Development  
Randy Redmon, Sarillo Development  
Scott Griffith, P.E., CFM, CBBEL, Ltd.

I:\Crystal Lake\LITHV\191135-OnCall Engineering\91-Community Development\012-Arden Assisted Living\20201111 Engineering Review Final Approval.docx

**CONDITIONAL WAIVER OF LIEN TO DATE**

STATE OF IL, SS,  
COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

Upon receipt of a check from **O'MALLEY CONSTRUCTION CO.** in the sum of **SEVEN THOUSAND SIXTY FOUR And 40/100 (\$7,064.40)** payable to **CARBO CONSTRUCTION INC.** and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release and hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said described premises known as **700 EAST OAK STREET ARDEN ROSE SENIOR LIVING LAKE IN THE HILLS, IL** of which by **ARDEN ROSE MANAGEMENT, INC 840 EAST OAK STREET LAKE IN THE HILLS, IL 60156** is the owner and the improvements thereon, and on the material, fixtures and/or apparatus on said above-described premises, or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, **INCLUDING EXTRAS.\***

DATE: 4/25/2023

COMPANY NAME: **Carbo Construction, Inc**  
ADDRESS: **300 S Main Place**  
**Carol Stream, IL 60188**

SIGNATURE: *Frank Carbonara*

\*EXTRAS INCLUDE, BUT ARE NOT LIMITED TO, CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**CONTRACTOR'S AFFIDAVIT**

STATE OF IL, SS,  
COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE undersigned, **FRANK CARBONARA** being duly sworn, deposes and says that he is **PRESIDENT** of **CARBO CONSTRUCTION INC.** who is the contractor furnishing **SITE CONCRETE** work on the building located at **700 EAST OAK STREET ARDEN ROSE SENIOR LIVING LAKE IN THE HILLS, IL** owned by **ARDEN ROSE MANAGEMENT, INC 840 EAST OAK STREET LAKE IN THE HILLS, IL 60156**.

That the total amount of the contract including extras\* is **\$70,644.00** on which he has received payment of **\$63,579.60** prior to this payment. All waivers are true, correct and genuine and delivered unconditionally and there is no claim either legal or equitable to effect the validity of said waivers. The following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and the items mentioned include all labor and material required to complete said work according to plans and specifications:

Name & Addresses	What For	Contract Price	Amount Paid	This Payment	Balance Due
CARBO CONSTRUCTION	LABOR & MISC	51,850.00	42,410.60	7,064.40	0.00
OZINGA RMC	MATERIAL	21,169.00	21,169.00	0.00	0.00
<b>TOTAL LABOR AND MATERIAL</b>		<b>73,019.00</b>	<b>63,579.60</b>	<b>7,064.40</b>	<b>0.00</b>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE: 4/25/2023

SIGNATURE: *Frank Carbonara*

Subscribed and sworn to before me this 25 TH day of April

2023  
*Joseph Carbonara*  
Notary Public  
JOSEPH CARBONARA  
OFFICIAL SEAL  
Notary Public - State of Illinois  
My Commission Expires  
March 15, 2024

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**FINAL WAIVER OF LIEN**

STATE OF ILLINOIS }  
 COUNTY OF KANE } SS

City # \_\_\_\_\_  
 Loan # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by OMalley Construction Company  
 to furnish Earthwork  
 for the premises known as Arden Rose Senior Living  
 of which Arden Rose Management, Inc. is the owner

THE undersigned, for and in consideration of Thirty Eight Hundred Dollars and No Cents  
 (\$ 3,800.00 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged do(es) hereby waive and release any and all lien or claim of,  
 or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the  
 material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures  
 apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE February 16, 2023

COMPANY NAME Everest Excavating, Inc.

ADDRESS 66 East End Dr.  
Gilberts, IL 60136

SIGNATURE AND TITLE [Signature] Vice President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDER, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS }  
 COUNTY OF KANE } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Martin Nelsen BEING DULY SWORN, DEPOSES  
 AND SAYS THAT HE OR SHE IS (POSITION) Vice-President OF  
 (COMPANY NAME) Everest Excavating, Inc. WHO IS THE  
 CONTRACTOR FURNISHING Earthwork WORK ON THE BUILDING  
 LOCATED AT 700 East Oak Street Lake In The Hills, IL  
 OWNED BY Arden Rose Management, Inc.

That the total amount of the contract including extras\* is \$ 460,297.50 on which he has received partial payment of  
 \$ 456,497.50 prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Everest	Earthwork	\$ 277,968.42	\$ 274,168.42	\$ 3,800.00	\$ -
James L Lord Inc.	Silt Fence	\$ 4,475.00	\$ 4,475.00	\$ -	\$ -
Central Tree	Tree Clearing	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -
Sunset Logistics	Mobilization	\$ 173,354.08	\$ 173,354.08	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -

All material taken from fully paid stock and delivered to jobsite in company owned vehicle. No outside rental equipment used. All labor paid in full.

TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE	\$ 460,297.50	\$ 456,497.50	\$ 3,800.00	\$ -
--	---------------	---------------	-------------	------

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

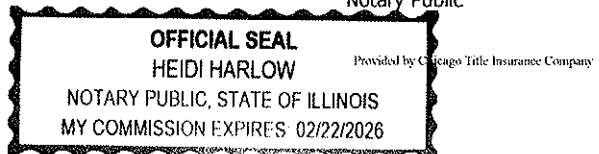
DATE: February 16, 2023

Signature: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16 DAY OF February 2023

Signature: [Signature]  
 Notary Public

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDER, BOTH ORAL AND WRITTEN, TO THE CONTRACT.





**FINAL WAIVER OF LIEN**

STATE OF ILLINOIS

Gty#

COUNTY OF KANE

Escrow #

**TO WHOM IT MAY CONCERN:**

WHEREAS the undersigned has been employed by O'Malley Construction Co. to furnish Site Utilities for the premises known as Arden Rose Senior Living- 700 East Oak Street, Lake in the Hills, IL of which Arden Rose Management, Inc. is the owner.

THE undersigned, for and in consideration of Thirty-six thousand nine hundred eighty-nine and 70/100 \$36,989.70 Dollars, and other good and valuable considerations, the receipt whereof is NOT acknowledged, but upon receipt of above described funds, will waive and release any and all lien or claim of, or right to, lien, under the statutes of the of the State of Illinois relating to mechanic's liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at anytime hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS\*.

DATE 1/20/23 COMPANY NAME KELLENBERGER PLUMBING & UNDERGROUND, INC. ADDRESS 37W507 BIG TIMBER ROAD, ELGIN, IL 60124 SIGNATURE AND TITLE [Signature], VICE PRESIDENT

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF KANE

**TO WHOM IT MAY CONCERN:**

THE UNDERSIGNED Landon Kellenberger BEING DULY AFFIRMED DEPOSES AND SAYS THAT HE OR SHE IS Vice President OF Kellenberger Plumbing & Underground, Inc. WHO IS THE CONTRACTOR FURNISHING Site Utilities WORK ON THE BUILDING LOCATED Arden Rose Senior Living- 700 East Oak Street, Lake in the Hills, IL OWNED BY Arden Rose Management, Inc.

That the total amount of the contract including extras\* is \$369,897.01 on which he or she has received payment of \$332,907.31 prior to this payment. That all waivers are true, correct and genuine and delivered conditional upon payment and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
KELLENBERGER PLUMBING & UNDERGROUND, INC.	LABOR & MATERIAL	\$ 242,904.20	\$ 205,914.50	\$ 36,989.70	\$ -
Core & Main, LP	Pipe & Material	\$ 67,204.02	\$ 67,204.02	\$ -	\$ -
Welch Brothers, Inc.	Structures	\$ 59,788.79	\$ 59,788.79	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTAL LABOR AND MATERIALS INCLUDING EXTRAS* TO COMPLETE		\$ 369,897.01	\$ 332,907.31	\$ 36,989.70	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 1/20/2023 SIGNATURE: [Signature]

SUBSCRIBED AND AFFIRMED TO BEFORE ME THIS 20th DAY OF January, 2023

\*EXTRAS INCLUDE NOT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT OFFICIAL SEAL FRANCELINE ORALIA BELZAK Notary Public, State of Illinois My Commission Expires 07/02/2025 NOTARY PUBLIC [Signature]

**FINAL WAIVER OF LIEN**

STATE OF ILLINOIS

COUNTY OF Kane

} SS

Gty # \_\_\_\_\_  
Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by O'Malley Construction Company  
to furnish Landscape Work  
for the premises know as Arden Rose Senior Living, 700 East Oak St., Lake in the Hills, IL 60156  
of which Arden Rose Management Inc. is the owner.

The undersigned for and in consideration of Ten-thousand one-hundred fourteen and 00/100  
\$ 10,114.00 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)  
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens  
with respect to and on said above - described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery  
furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material,  
fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the  
above-described premises, INCLUDING EXTRAS.\*

Date April 20, 2023 Company Name Pedersen Company  
Address 6N543 Route 25, St. Charles, IL 60174

SIGNATURE AND TITLE \_\_\_\_\_ Owner

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF Kane

} SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Paul Pedersen BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) Owner OF  
(COMPANY NAME) Pedersen Company WHO IS THE CONTRACTOR  
FURNISHING Landscape Work WORK ON THE BUILDING  
LOCATED AT 700 East Oak St., Lake in the Hills, IL 60156

OWNED BY Arden Rose Management Inc.  
That the total amount of the contract including extras\* is \$ 101,140.00 on which he or she has received payment of  
\$ 91,026.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties  
who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work  
or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all  
labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Pedersen Company	Labor mat'l o/h profit	65,213.55	55,099.55	10,114.00	-
Arthur Clesen	Seed	6,932.71	6,932.71	-	-
Gerdes Nursery	Plant Material	10,030.18	10,030.18	-	-
JM Irrigation LLC	Irrigation	15,167.00	15,167.00	-	-
Midwest Groundcovers	Plant Material	3,251.36	3,251.36	-	-
Midwest Trading	Mulch and Compost	545.20	545.20	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		101,140.00	91,026.00	10,114.00	-

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE April 20, 2023 SIGNATURE \_\_\_\_\_  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 20th DAY OF April, 2023

\* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Cynthia M Krause  
NOTARY PUBLIC



**FINAL WAIVER OF LIEN**

STATE OF ILLINOIS }  
 > ss  
 COUNTY OF DUPAGE }

Gty # \_\_\_\_\_  
 Escrow \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by O'Malley Construction Company  
 to furnish asphalt paving work  
 for the premises known as Arden Rose Senior Living, 700 East Oak St., Lake in the Hills, IL  
 of which Arden Rose Management, Inc. is the owner

The undersigned, for and in consideration of Seven Thousand Three Hundred Fifty-three and 00/100  
\$7,353.00 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,  
 do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating  
 to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,  
 fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the  
 owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished  
 at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 3/2/2023 COMPANY NAME Troch-McNeil Paving Company, Inc.  
 ADDRESS 2425 Pan Am Blvd. Elk Grove Village, IL 60007

SIGNATURE AND TITLE \_\_\_\_\_, President

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS }  
 > SS  
 COUNTY OF DUPAGE }

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, Kenneth J. Nordgren BEING DULY SWORN, DEPOSES  
 AND SAYS THAT HE OR SHE IS (POSITION) President OF THE  
 (COMPANY NAME) Troch-McNeil Paving Company, Inc. WHO IS THE  
 CONTRACTOR FOR THE asphalt paving work WORK ON THE BUILDING  
 LOCATED AT 700 East Oak Street, Lake in the Hills, IL 60156  
 OWNED BY Arden Rose Management, Inc.

That the total amount of the contract including extras\* is \$73,530.00 on which he or she has received payment of  
\$66,177.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
 there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who  
 have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said  
 work or for material entering into the construction thereof and the amount due or to become due to each, and that the items  
 mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Troch-McNeil Paving Company, Inc	Labor, etc.	\$ 40,153.27	\$ 32,800.27	\$ 7,353.00	\$ -
Beverly Materials, LLC	Stone	\$ 11,376.73	\$ 11,376.73	\$ -	\$ -
Healy Asphalt Company	Asphalt	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE</b>		<b>\$ 73,530.00</b>	<b>\$ 66,177.00</b>	<b>\$ 7,353.00</b>	<b>\$ -</b>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for  
 material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE: 3/2/2023

SIGNATURE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF March, 2023

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Cindy K. Hubbard  
 Notary Public  
 OFFICIAL SEAL  
 Cindy K. Hubbard  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 My Commission Expires April 24, 2023



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** June 6, 2023  
**DEPARTMENT:** Public Works  
**SUBJECT:** Airport Ground Lease for Hangar PAP-31

## EXECUTIVE SUMMARY

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The Airport Rules and Regulations document requires tenants to enter into applicable leases, licenses, or storage agreements for Village owned hangers. Jeffrey Staten of Kavik Air, LLC is requesting a new ground lease on Hangar PAP-31. This lease is for the period of June 9, 2023 to June 9, 2043. The lease includes an option to renew for four additional five-year terms.

Mr. Staten has signed the appropriate lease form and has provided acceptable proof of insurance.

## FINANCIAL IMPACT

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The Airport Fund will receive \$2,437.80 annually from the ground lease and \$240 from electrical service fees, subject to annual increases approved by ordinance.

## ATTACHMENTS

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1. Proposed Ordinance
2. PAP-31 Ground Lease

## RECOMMENDED MOTION

---

Motion to approve the Ordinance and authorize the Village President and Village Clerk to sign the ground lease for Hangar PAP-31 with Jeffrey Staten Kavik Air, LLC.

**VILLAGE OF LAKE IN THE HILLS**

**ORDINANCE NO. 2023- \_\_\_\_\_**

**An Ordinance Authorizing the Approval of a Ground Lease  
between the Village of Lake in the Hills  
and Kavik Air, LLC for PAP-31**

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.

WHEREAS, the Village and Kavik Air, LLC wish to enter into a Ground Lease for PAP-31 at the Lake in the Hills Airport for an initial period of 20 years, ending June 9, 2043 with the option to renew for four (4) additional terms of five years; and

WHEREAS, the dimensions of the land area occupied by the outside perimeter of PAP-31 is approximately 42'3" x 18' by 16'5" x 20'7" of billable hangar space.

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

SECTION 1: That the President is hereby authorized to enter into a Ground Lease between the Village and Kavik Air, LLC for PAP-31 at the Lake in the Hills Airport ("Exhibit A"), attached hereto and made a part hereof.

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 June, 2023 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 JUNE, 2023

\_\_\_\_\_  
Village President, Ray Bogdanowski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Shannon DuBeau

Published: \_\_\_\_\_

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

THIS GROUND LEASE (this “Lease”) made and entered into at Lake in the Hills, Illinois, this 6<sup>th</sup> day of June, 2023 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Lessor”) and Kavik Air, LLC (the “Lessee”).

WITNESSETH:

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

**[PAP-31]**

Lot dimensions: 42’3” X 18’ by 16’5”X 20’7” (The “Premises”).

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on June 9, 2023, and shall continue for a period of 20 years and shall terminate June 9, 2043 (the “Initial Term”) unless sooner terminated as hereinafter provided.

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

ARTICLE 2: USE

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

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

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

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

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

### ARTICLE 3: RENT

3.01 The amount of rent payable to the Lessor (the "Rent") is set forth on the rent schedule ("the Rent Schedule") attached to and by this reference incorporated into this Lease as Exhibit B. The Rent, during the Initial Term and any Extension Term, is subject to an increased adjustment by the Lessor on an annual basis based on the following: the current year's Rent multiplied by the Consumer Price Index (the "CPI") for the Chicago Metropolitan Area, up to a maximum 10 percent increase over the current year's rent. The CPI to be used for the preceding calculation shall be the CPI available for the most recent 12 month period. The first month's Rent



shall be paid upon the execution of this Lease and each month's Rent thereafter shall be paid in advance on or before the first day of a calendar month during the term(s) of this Lease. Rent for any partial calendar month within the Term shall be prorated on a per diem basis assuming a 30-day month.

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

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

#### ARTICLE 4: LESSOR'S RIGHT TO RELOCATE LESSEE

4.01 The Lessee acknowledges that at any time during the term(s) of this Lease, the Lessor may need to relocate the Hangar to another comparable location at the Airport (the "Relocation"). In the event the Lessor determines in its sole and absolute discretion that Relocation is necessary, the Lessor shall provide the Lessee with 30 days written notice of its intention to relocate. The Hangar will be relocated to another location that, in the sole discretion of the Lessor, is comparable to the Premises, and the definition of the "Premises" shall be revised to reflect the new location. The Lessor will pay for the following costs of Relocation: preparation of the new site, relocation of the Hangar and hangar facilities onto the new site, and all costs directly associated with the Relocation. The Lessee shall have no right to reimbursement from the Lessor for any costs incurred by the Lessee as a result of the Relocation, except for reasonable costs incurred by the Lessee as a result of Lessor's Relocation actions.

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

#### ARTICLE 5: CONDITION OF PREMISES; REPAIR

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

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

#### ARTICLE 6: COVENANTS

The Lessee agrees to all of the following covenants:

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

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

(c) The Lessee shall not erect or install any sign of any kind anywhere in or on the Premises without the specific prior written consent of the Lessor. In addition, the Lessee shall not use any broadcast or audio advertising media, including but not limited to loudspeakers, phonographs, or radio or television broadcasts, in a manner visible or audible outside of the Hangar.

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

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

## ARTICLE 7: REMEDIES

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

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

- (h) The abandonment of the Premises by the Lessee or the discontinuance by the Lessee of the proper maintenance and operation of the Approved Uses for a consecutive period of three months or longer;
- (i) If the Lessee is a corporation, the sale of any of the Lessee's stock pledged for any purpose, whether by virtue of execution or otherwise.

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

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

#### ARTICLE 8: TAXES

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

#### ARTICLE 9: INSURANCE; INDEMNIFICATION

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

Lessor may, but shall be under no obligation to, procure such insurance in which event the Lessee agrees to pay to the Lessor, as additional rent, the amount of premium therefore on the first day of the month following the month in which the Lessor notifies the Lessee of the amount of premium due hereunder.

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

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

#### ARTICLE 10: SUBORDINATION

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

#### ARTICLE 11: IMPROVEMENTS; MECHANIC'S LIENS

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

11.02 All repairs, construction, modifications, alterations, or changes made by the Lessee to the Premises shall be done or contracted for only with the Lessor's specific prior written

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

#### ARTICLE 12: ASSIGNMENT OR SUBLETTING

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

#### ARTICLE 13: UNTENANTABILITY

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

#### ARTICLE 14: SURRENDER OF PREMISES; HOLD OVER

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

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

#### ARTICLE 15: COSTS AND FEES

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

#### ARTICLE 16: SUCCESSORS AND ASSIGNS

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

## ARTICLE 17: REMEDIES CUMULATIVE

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

## ARTICLE 18: ESTOPPEL CERTIFICATE

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

## ARTICLE 19: MISCELLANEOUS

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

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

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

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

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

## ARTICLE 20: NOTICES

Any notices required or desired to be given under this Lease shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery, or (iv) given by facsimile transmission, with any such facsimile transmission confirmed by next business day overnight express delivery. Any notice shall be addressed to the



party to receive it at the following address or at such other address as the party may from time to time direct in writing:

**To the Lessee at:**

Kavik Air, LLC  
Jeffrey Staten  
9803 Beech Ave  
Crystal Lake, IL 60014

**and to the Lessor at:**

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

**with a copy to:**

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

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

**ARTICLE 21: PRIOR AGREEMENTS**

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

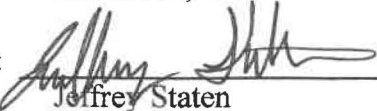
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above.

[LESSOR] VILLAGE OF LAKE IN THE HILLS

By: \_\_\_\_\_  
**Village President**

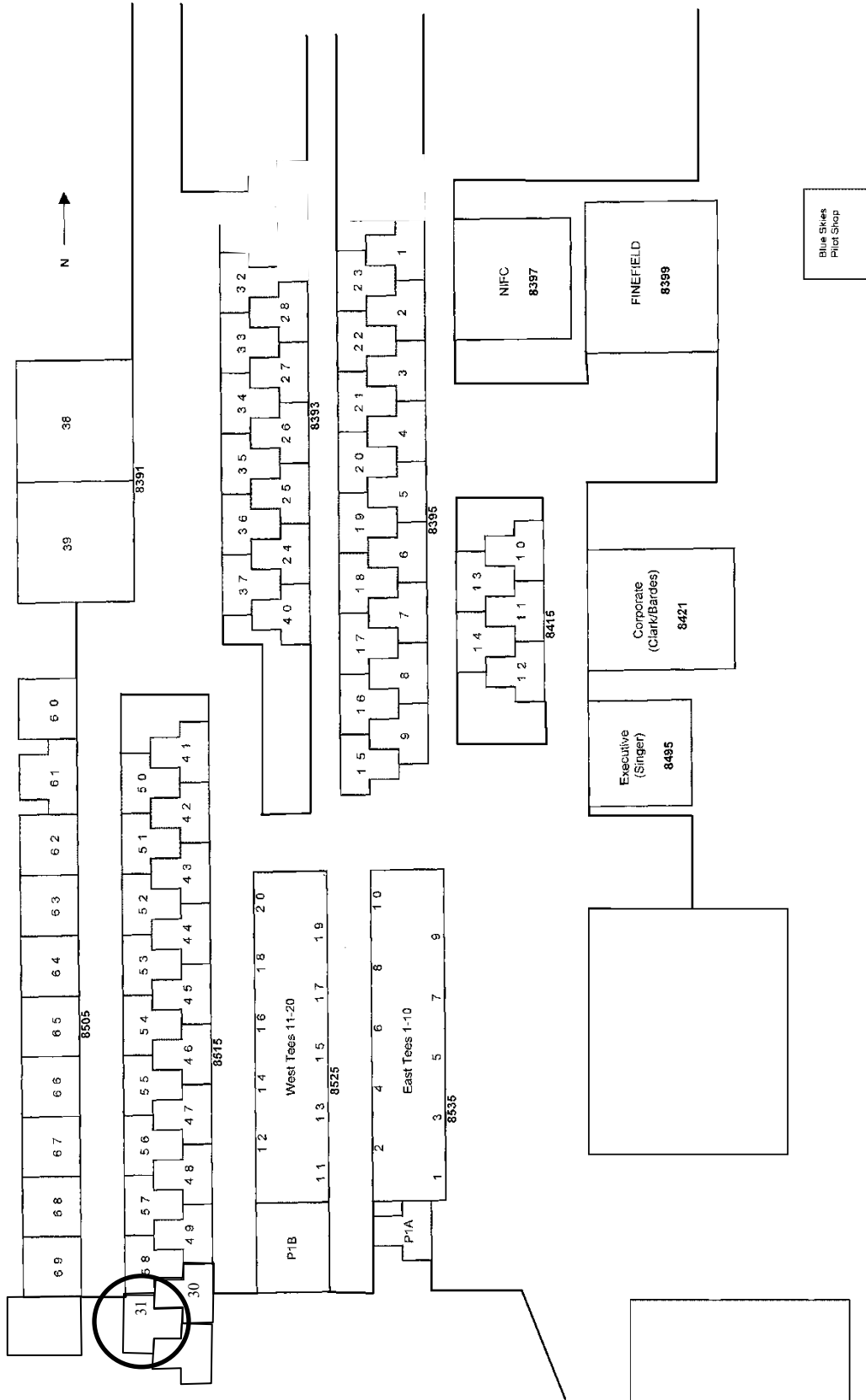
Attest: \_\_\_\_\_  
**Village Clerk**

[LESSEE] Kavik Air, LLC

By:  \_\_\_\_\_  
Jeffrey Staten

Title: Managing Member

# EXHIBIT A PREMISES



**EXHIBIT B  
Rent Schedule**

<b>Village Owned Facility Leases and Tie Downs</b>		
<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
Hard surface tie downs	\$90.00	Monthly
Grass tie downs	\$60.00	Monthly
East and West T-Hangar Building Leases	\$320.00	Monthly
Maintenance Hangar Building Lease	\$3,086.39	Monthly
8603 Pyott Road Building Lease	\$2,117.43	Monthly
Airport Office Sublease	\$375.00	Monthly

\*\$5 or \$10 respectively of the overnight transient fees will be waived if the aircraft operator

<b>Overnight Transient Storage</b>		
<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
Grass Tie Down	\$5.00*	Daily
Hard Surface Tie Down or Ramp Area	\$10.00*	Daily
T-Hangar	\$30.00	Daily

purchases at least  
15 gallons of aviation fuel in conjunction with that overnight stay.

<b>Land Leases</b>		
<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
Square Hangars	\$13.30*	Cents per Month
T-Hangar Size A (39'3" x 14'8"; 16'6" x 14'7" approx.)	\$195.28	Monthly
T-Hangar Size B (42'3" x 18'; 16'5" x 20'7" approx.)	\$203.15	Monthly
T-Hangar Size C (46' x 21'; 19'6" x 23'8" approx.)	\$218.87	Monthly

\*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.

<b>Private Hangar Electrical Service Fee (monthly fee by breaker size and configuration)</b>		
<b>Breaker Size (Amps)</b>	<b>Monthly Fee (USD)</b>	<b>Comments</b>
20	\$7	Single breaker serves 3 individual hangars
20	\$10	Single breaker serves 2 individual hangars
20	\$20	Fee per individual breaker
30	\$29	Fee per individual breaker
40	\$39	Fee per individual breaker
50	\$49	Fee per individual breaker
60	\$59	Fee per individual breaker

**EXHIBIT B CONTINUED**

### **Disconnect/Reconnect – Electrical**

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

### **Waiver to Late Fees**

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

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

**EXHIBIT C  
PLANS**

Not applicable.



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** June 6, 2023

**DEPARTMENT:** Parks and Recreation

**SUBJECT:** Village Support Request for the 2023 Lake in the Hills Rockin' Rotary Ribfest

## EXECUTIVE SUMMARY

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The Rotary Rockin' Ribfest is the signature fundraising event for the Lake in the Hills Rotary Club and is a family-oriented event that features nationally renowned professional rib vendors, live entertainment, and a carnival. The proposed dates for the 2023 festival are Thursday, July 6 through Sunday, July 9. Consistent with previous annual requests, the Club is requesting to hold the Rockin' Ribfest at Sunset Park with the flexibility to work with staff to select an ideal layout from previous designs or variations thereof. The Rotary Club has submitted a special event permit application. Furthermore, to successfully host an event of this size and scale, the Club requires the support of Public Works and Police staff, as well as the following waivers, which are being requested for the 2023 event:

- All Police and Public Works staff regular hourly rates associated with the event (overtime is excluded)
- Water meter rental charge (\$800 or \$200/day x 4) and water consumption charge
- Special Event Permit Fees including: application fee (\$25), refundable deposit (\$1,000), Incident Action Plan Review fee (\$300), tent inspection fees (\$300 or \$100/tent x 3), stage inspection fee (\$100), electrical generator inspection fee (\$30), and rental fee (\$35) for Sunset Park
- Liquor License fee (\$25)
- Section 43.09, Noise, of the Municipal Code to allow announcements and to play music until 11:00 p.m. on Thursday, July 6, through Saturday, July 8, 2023. The music on Sunday ends by 7:00 p.m.

## FINANCIAL IMPACT

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The following is a summary of the estimated financial impact of the event for 2023:

- Police Department - \$19,950.00 in overtime wages
- Public Works Department - \$3,547.09 in overtime wages and \$1,937.92 in diesel fuel costs
- Fees waivers totaling \$2,615 of which \$1,000 would be refundable.

## ATTACHMENTS

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1. None

## SUGGESTED DIRECTION

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Motion to approve the Village support requests from the Lake in the Hills Rotary Club for their July 6 through July 9 Rockin' Rotary Ribfest event.