



## **AVON TOWNSHIP - REGULAR BOARD MEETING**

### **AGENDA**

433 E Washington Street, Round Lake Park, IL 60030  
Tuesday, April 12, 2022 – 7:00pm

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Roll Call**

#### **Public Comment**

*(pursuant to rules adopted, public comment shall be limited to 3 minutes per speaker)*

#### **Reports**

1. Supervisor
2. Clerk
3. Assessor
4. Trustees
5. Finance Dept
6. Highway Dept

#### **Old Business**

1. Approval of Minutes as Presented
  - a. March 21, 2022 Regular Meeting
2. Approval of Monthly Bills as Presented
  - a. Prepaid Bills
  - b. Outstanding Bills
3. Approval of the 2022-2023 Avon Township Meeting Schedule
4. Finance Committee Budget Report for FY 2022-23
5. Update and Discussion on Policy and Procedures
6. Approval of Solus IT Service Agreement
7. Approval of the Purchase of Vehicles and Accessories for the Highway Department
8. Approval of a Proposal for Consulting Services, Year 20 MS4 Compliance
9. Approval of 2022 Road Project Bid
10. Gewalt Hamilton Presentation on Nippersink Road Project

*Avon Township 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 in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting of facilities, are asked to call the Township office prior to the meeting.*



**AVON TOWNSHIP - REGULAR BOARD MEETING**

**AGENDA**

433 E Washington Street, Round Lake Park, IL 60030  
Tuesday, April 12, 2022 – 7:00pm

**Executive Session**

*(Executive session will only be called if necessary)*

**Public Comment**

*(pursuant to rules adopted, public comment shall be limited to 3 minutes per speaker)*

**Member's Remarks**

**Adjournment**

Posted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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**Kristal Larson – Township Clerk**

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**BOB KULA - DIRECTOR**

389 W. MAIN STREET HAINESVILLE IL 60073

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**AVON TOWNSHIP HIGHWAY DEPARTMENT  
BOARD REPORT FOR THE  
PERIOD MARCH 3 - APRIL 6, 2022**

1. This past month I spoke/met with residents for the following purposes:
  - a. LCDOT - 2022 Road Projects
    - Bid for W Poplar St, Hickory St, Cedar Ln, and W Forest Ave from Fairfield Road west to N Hickory Lane
    - Estimate for Townline Road from Fairfield Road west to dead end.
  - b. Gewalt Hamilton
    - MS4 Annual Report and Year 20 proposal
    - Nippersink Road project
  - c. Resident on Luther Ave about a permit for a garage
  - d. Resident on N Circle about a curb cut
  - e. Resident from Highland Lake about repairing outlets
  - f. Resident from Orchard Lane about road repairs
  - g. Resident from Oak Ln about dirt and seeding the R.O.W.
2. Weather related response's:
  - a. March 7 - Plow/Salt
  - b. March 10 - Freezing Rain. Salt/De-Ice roads.

\*\*After each weather related event all vehicles are cleaned, fluids added as needed, and inspected for the next winter event.
3. This month the highway department cold patched roads as needed.
4. Grate/Cleaning:
  - a. All curb grates were checked and cleaned as needed this past month.
5. Tree Maintenance: Cut and chip trees on Linden Lane
6. In-House repairs/preparations:
  - a. Worked on Avon Township Youth Baseball field dragger and mower
  - b. Prepped the tool truck for spring usage (removed the v-box and plow and loaded up tools shovels etc)

7. Equipment Repairs that required outsourcing: None

8. Miscellaneous projects.

a. Provided annual logs and picture of all of the basins to Gewalt Hamilton for the Annual MS4 Report.

9. During the period March 3 - April 6, 2022, we responded to 45 phone calls, 19 in person visits and 37 emails. See below for specifics.

TYPE	CALLS	IN PERSON/WEBINAR	EMAIL
ATYB	2		
CONSTRUCTION			
CONTRACTOR	1		
DRAINAGE/WATER	2		
ENGINEER	8		12
GARBAGE/DEBRIS			
GRAYSLAKE (Village)	2		
HAINESVILLE (Village)			
LAKE COUNTY DOT	6		4
LAKE COUNTY SHERIFF			
MEETINGS/CONF/TNG		3	
PERMITS	5	2	7
RESIDENT/H.O.A.	7	2	
ROADS/PUBLIC WORKS		3	
ROUND LAKE /BEACH/ PARK PUBLIC WORKS			2
SALT			3
THIRD LAKE (Village)	5		
TOWNSHIP CTR	2		4
TREE/BRUSH	2	2	
WEATHER RELATED		2	
OTHER	7	5	5
<b>TOTAL</b>	<b>45</b>	<b>19</b>	<b>37</b>







**AVON TOWNSHIP – SPECIAL BOARD MEETING**

**MINUTES**

433 E Washington Street, Round Lake Park, IL 60030  
Monday, March 21, 2022 – 7:00pm

**2. Adopt-A-Highway Lake County Agreement (cont'd)**

Supervisor Bauman	-	AYE			
Trustee Dobrow	-	Absent	Trustee Kearby	-	AYE
Trustee Loffredo	-	Absent	Trustee Repa	-	AYE

Motion carries.

**3. Approval of Amended Town Hall Meeting Agenda for April 12, 2022**

A MOTION to approve the amended Town Hall Meeting Agenda for April 12, 2022 as presented.

Motion: Trustee Kearby Second: Trustee Repa

Supervisor Bauman	-	AYE			
Trustee Dobrow	-	Absent	Trustee Kearby	-	AYE
Trustee Loffredo	-	Absent	Trustee Repa	-	AYE

Motion carries.

**4. 2022-2023 FY Budget**

A brief summary of significant revisions to the proposed budgets were presented by Clerk Larson. Discussion of these revisions was held. A general consensus was reached that this budget was acceptable for publishing. It was determined that the budget should be presented to the full board to give absent trustees an opportunity to comment.

The finance committee will be preparing a final report based on the presented budget at the April 12 meeting.

No action was taken.

**Public Comment**

Finance committee member Melanie Francisco noted that the board was working hard to keep their promise of spending within their means. They should be proud for doing this.

**Member's Remarks**



**AVON TOWNSHIP – SPECIAL BOARD MEETING**

**MINUTES**

433 E Washington Street, Round Lake Park, IL 60030  
Monday, March 21, 2022 – 7:00pm

**Adjournment**

A MOTION to adjourn.

Motion: Trustee Repa

Second: Trustee Kearby

Supervisor Bauman - AYE  
Trustee Dobrow - Absent  
Trustee Loffredo - Absent

Trustee Kearby - AYE  
Trustee Repa - AYE

Motion carries.

The meeting was adjourned at 7:59pm.

# Board Information

For the April 12, 2022 Board Meeting

## Financial Package Includes:

1. Income Statement for the period 3/01/22 through 04/11/22
2. Cash and Liability Balances by Fund as of 04/11/22 (Funding Through this date)
3. Documents that require **Board Approval/Acknowledgement**:
  - a. Gross Payroll paid Year to date for FYE 03/01/22 paid through 04/11/22
  - b. Prepaid Invoices since the prior meeting
  - c. Aged Payables as of 4/07/22
  - d. Open for Future Discussion
4.
  - a. Finance Report on Township Funds
  - b. Tracking of Grant Money Activity - Requested at the Finance Committee Meeting 2/22/22 - Forthcoming

**Income Statement - Unaudited for Internal Use Only**

March 1, 2022 - April 11, 2022 Prior Year Approved 04/22/21 11.5% of Year 4/07/22

<b>Town Fund Admin.</b>		<b>Cur. Month</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Variance</b>	<b>YTD %</b>
		Actual	Actual	Total		
<b>Revenue</b>						
4-10-400	Property Tax	0.00	5,347.59	620,532	615,184	0.86
4-10-401	Replacement Tax	0.00	11,955.28	26,596	14,641	44.95
4-10-402	Interest and Dividend Inc	0.00	(341.08)	2,000	2,341	(17.05)
4-10-403	Rental Income	1,498.67	2,997.34	18,061	15,064	16.60
<b>Total Revenue</b>		<b>1,498.67</b>	<b>19,959.13</b>	<b>667,189</b>	<b>647,230</b>	<b>2.99</b>
<b>Town Fund</b>						
		<b>Cur. Month</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Variance</b>	<b>YTD %</b>
<b>Personnel Svs</b>						
5-10-501	Salaries-Officials	5,576.95	17,630.85	158,538	140,907	11.12
5-10-503	Salaries Part-Time	987.20	3,813.48	44,928	41,115	8.49
5-10-504	FICA	469.74	1,543.26	15,565	14,022	9.91
5-10-505	IMRF	206.92	620.72	11,028	10,407	5.63
5-10-506	Health Ins	(520.04)	5,429.71	81,200	75,770	6.69
5-10-507	Dental and Vision Ins	(26.24)	447.54	5,648	5,200	7.92
5-10-508	Life Ins	0.00	37.65	360	322	10.46
5-10-509	Unemployment Ins	7.16	27.65	870	842	3.18
<b>Total Personnel Svs</b>		<b>6,701.69</b>	<b>29,550.86</b>	<b>318,137</b>	<b>288,586</b>	<b>9.29</b>
<b>Maintenance Svs</b>						
5-10-510	Maint. Building	180.00	180.00	10,000	9,820	1.80
5-10-512	Maint. Equipment	81.04	151.66	5,000	4,848	3.03
5-10-514	Grounds/Landscaping	0.00	0.00	2,000	2,000	0.00
<b>Total Maint Svs</b>		<b>261.04</b>	<b>331.66</b>	<b>17,000</b>	<b>16,668</b>	<b>1.95</b>
<b>Professional Svs</b>						
5-10-520	Contract/Accounting Svs	0.00	75.00	6,100	6,025	1.23
5-10-521	Legal Svs	4,924.81	4,924.81	24,000	19,075	20.52
5-10-522	Data Processing	621.17	1,241.61	13,000	11,758	9.55
5-10-523	Liability & Gen Ins	2,000.00	1,640.00	25,000	23,360	6.56
5-10-523W	Workers Comp Ins	0.00	0.00	10,000	10,000	0.00
5-10-524	Contingencies	0.00	0.00	25,000	25,000	0.00
5-10-526	Liability Ins Deductible	0.00	0.00	50,000	50,000	0.00
<b>Total Prof Svs</b>		<b>7,545.98</b>	<b>7,881.42</b>	<b>153,100</b>	<b>145,219</b>	<b>5.15</b>
<b>Communications</b>						
5-10-530	Postage	0.00	0.00	1,000	1,000	0.00
5-10-532	Printing	0.00	0.00	1,000	1,000	0.00
<b>Total Communication E</b>		<b>0.00</b>	<b>0.00</b>	<b>2,000</b>	<b>2,000</b>	<b>0.00</b>
<b>Professional Development</b>						
5-10-540	Dues	40.00	40.00	1,500	1,460	2.67
5-10-541	Continuing Education	0.00	0.00	1,275	1,275	0.00
5-10-542	Subscriptions	0.00	31.82	750	718	4.24
5-10-543	Mileage & Tolls	0.00	0.00	500	500	0.00
5-10-544	Per Diem & Lodging	0.00	0.00	1,000	1,000	0.00
5-10-545	Conferences	0.00	0.00	3,000	3,000	0.00
<b>Total Prof Dev</b>		<b>40.00</b>	<b>71.82</b>	<b>8,025</b>	<b>7,953</b>	<b>0.89</b>

**Income Statement - Unaudited for Internal Use Only**

March 1, 2022 - April 11, 2022 Prior Year Approved 04/22/21 11.5% of Year 4/07/22

<b>Utilities</b>						
5-10-550	Electric Town Ctr	712.02	712.02	14,500	13,788	4.91
5-10-551	Natural Gas Town Ctr	270.78	646.84	1,400	753	46.20
5-10-552	Water/Sewer Town	0.00	111.42	600	489	18.57
5-10-554	Telephone	382.59	492.44	5,200	4,708	9.47
	<b>Total Utilities</b>	<b>1,365.39</b>	<b>1,962.72</b>	<b>21,700</b>	<b>19,737</b>	<b>9.04</b>
<b>General Svs</b>						
5-10-560	Office Supplies	177.08	487.64	3,500	3,012	13.93
5-10-561	Operating Supplies	0.00	0.00	1,900	1,900	0.00
5-10-562	Misc	0.00	0.00	100	100	0.00
	<b>Total General Svs</b>	<b>177.08</b>	<b>487.64</b>	<b>5,500</b>	<b>5,012</b>	<b>8.87</b>
<b>Social Service Funds Awarded</b>						
5-10-574	Social Service Contracts	0.00	0.00	15,000	15,000	0.00
	<b>Total Social Service Con</b>	<b>0.00</b>	<b>0.00</b>	<b>15,000</b>	<b>15,000</b>	<b>0.00</b>
<b>Capital Outlay</b>						
5-10-580	Building	0.00	0.00	30,000	30,000	0.00
5-10-582	Office Equipment	0.00	0.00	2,500	2,500	0.00
	<b>Total Capital Outlay</b>	<b>0.00</b>	<b>0.00</b>	<b>32,500</b>	<b>32,500</b>	<b>0.00</b>
<b>Real Estate</b>						
	<b>Total RE Outlay</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
	<b>Total T/F Admin</b>	<b>16,091.18</b>	<b>40,286.12</b>	<b>572,962</b>	<b>532,676</b>	<b>7.03</b>



**Income Statement - Unaudited for Internal Use Only**

March 1, 2022 - April 11, 2022 Prior Year Approved 04/22/21 11.5% of Year 4/07/22

<b>Town Fund</b>	<b>Cur. Month</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Variance</b>	<b>YTD %</b>
<b>Assessor</b>					
	Actual	Actual	Total		
5-12-502 Salaries-Employee	6,753.85	20,261.55	175,715	155,453	11.53
5-12-504 FICA	477.36	1,432.08	13,442	12,010	10.65
5-12-505 IMRF	250.57	751.71	9,524	8,772	7.89
5-12-506 Health Ins	(513.74)	4,942.41	51,200	46,258	9.65
5-12-507 Dental and Vision Ins	0.00	451.11	6,000	5,549	7.52
5-12-508 Life Ins	(5.23)	45.84	990	944	4.63
5-12-509 Unemployment Ins	37.60	135.54	2,500	2,364	5.42
<b>Personnel Services</b>					
<b>Total Personnel Services</b>	<b>7,000.41</b>	<b>28,020.24</b>	<b>259,371</b>	<b>231,351</b>	<b>10.80</b>
<b>Maintenance Svs</b>					
5-12-512 Maint. Equipment	0.00	0.00	250	250	0.00
5-12-513 Vehicle Svs	0.00	0.00	500	500	0.00
<b>Total Maint Svs</b>	<b>0.00</b>	<b>0.00</b>	<b>750</b>	<b>750</b>	<b>0.00</b>
<b>Professional Svs</b>					
5-12-520 Contract/Accounting Svs	0.00	0.00	1,800	1,800	0.00
5-12-522 Data Processing	31.00	31.00	450	419	6.89
<b>Total Prof Svs</b>	<b>31.00</b>	<b>31.00</b>	<b>2,250</b>	<b>2,219</b>	<b>1.38</b>
<b>Communications</b>					
5-12-530 Postage	0.00	0.00	200	200	0.00
<b>Total Communications</b>	<b>0.00</b>	<b>0.00</b>	<b>200</b>	<b>200</b>	<b>0.00</b>
<b>Professional Development</b>					
5-12-540 Dues	40.00	40.00	100	60	40.00
5-12-541 Continuing Education	0.00	1,230.00	2,160	930	56.94
5-12-543 Mileage	57.98	538.84	1,300	761	41.45
5-12-544 Per Diem & Lodging	0.00	0.00	1,600	1,600	0.00
5-12-545 Conferences & Conventio	0.00	0.00	100	100	0.00
<b>Total Prof Devel</b>	<b>97.98</b>	<b>1,808.84</b>	<b>5,260</b>	<b>3,451</b>	<b>34.39</b>
<b>Utilities</b>					
5-12-554 Telephone- Land	187.39	187.39	2,580	2,393	7.26
<b>Total Utilities</b>	<b>187.39</b>	<b>187.39</b>	<b>2,580</b>	<b>2,393</b>	<b>7.26</b>
<b>General Services</b>					
5-12-560 Office Supplies	239.74	239.74	1,500	1,260	15.98
5-12-561 Operating Supplies	0.00	0.00	440	440	0.00
5-12-562 Misc	0.00	0.00	100	100	0.00
<b>Total Services</b>	<b>239.74</b>	<b>239.74</b>	<b>2,040</b>	<b>1,800</b>	<b>11.75</b>
<b>Capital Outlay</b>					
<b>Total Capital Outlay</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
<b>Total T/F Assessor</b>	<b>7,556.52</b>	<b>30,287.21</b>	<b>272,451</b>	<b>242,164</b>	<b>11.12</b>

**Income Statement - Unaudited for Internal Use Only**

March 1, 2022 - April 11, 2022 Prior Year Approved 04/22/21 11.5% of Year 4/07/22

<b>Supervisor &amp; GA</b>	<b>Cur. Month</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Variance</b>	<b>YTD %</b>
	<b>Actual</b>	<b>Actual</b>	<b>Total</b>		
<b>Revenue</b>					
4-20-400	Property Tax	0.00	1,379.10	161,386	160,007 0.85
4-20-402	Interest and Dividend Inc	0.00	(349.12)	300	649 (116.37)
4-20-404	Misc. Income	40.00	264.89	0	(265) 0.00
	<b>Total Revenue</b>	<b>40.00</b>	<b>1,294.87</b>	<b>161,686</b>	<b>160,391 0.80</b>
<b>Personnel Services</b>					
5-20-502	Salaries - Employees	2,989.66	8,795.92	122,000	113,204 7.21
5-20-504	FICA	227.24	668.15	9,333	8,665 7.16
5-20-505	IMRF	110.92	326.34	6,612	6,286 4.94
5-20-506	Health Ins	0.00	2,299.99	41,700	39,400 5.52
5-20-507	Dental and Vision Ins	0.00	250.89	4,400	4,149 5.70
5-20-508	Life Ins	0.00	25.10	500	475 5.02
5-20-509	Unemployment Ins	21.67	63.76	1,737	1,673 3.67
	<b>Total Personnel Services</b>	<b>3,349.49</b>	<b>12,430.15</b>	<b>186,282</b>	<b>173,852 6.67</b>
<b>Professional Services</b>					
5-20-522	Data Processing	0.00	0.00	1,200	1,200 0.00
5-20-524	Contingencies	35.35	35.35	15,000	14,965 0.24
	<b>Total Prof Svs</b>	<b>35.35</b>	<b>35.35</b>	<b>16,200</b>	<b>16,165 0.22</b>
<b>Professional Development</b>					
5-20-541	Continuing Education	0.00	0.00	2,500	2,500 0.00
5-20-543	Mileage	0.00	0.00	250	250 0.00
	<b>Total Prof Dev</b>	<b>0.00</b>	<b>0.00</b>	<b>2,750</b>	<b>2,750 0.00</b>
<b>Discretionary</b>					
5-20-570	Youth Services	0.00	0.00	250	250 0.00
5-20-570E	Essentials Program	532.50	532.50	8,500	7,968 6.26
5-20-570L	Lending Closet Program	0.00	0.00	500	500 0.00
5-20-571	Senior Svs	0.00	0.00	500	500 0.00
5-20-572	Outreach	0.00	0.00	500	500 0.00
5-20-573	Health Services	0.00	0.00	500	500 0.00
5-20-574	Misc	0.00	0.00	500	500 0.00
	<b>Total Discretionary</b>	<b>532.50</b>	<b>532.50</b>	<b>11,250</b>	<b>10,718 4.73</b>
<b>Emergency Assistance/General Assistance</b>					
5-20-590	Hospital Outpatient	0.00	0.00	1,500	1,500 0.00
5-20-591	Pharmaceuticals	142.66	142.66	3,500	3,357 4.08
5-20-592	Other Medical Svs	0.00	0.00	1,700	1,700 0.00
5-20-593	Transportation & Fuel	0.00	0.00	3,500	3,500 0.00
5-20-594	Client Utilities	0.00	1,470.08	46,000	44,530 3.20
5-20-595	Shelter	0.00	0.00	30,000	30,000 0.00
5-20-596	Funerals	0.00	0.00	5,000	5,000 0.00
5-20-597	Social Service Contracts	0.00	0.00	5,000	5,000 0.00
5-20-598	Misc	0.00	0.00	4,000	4,000 0.00
	<b>Total EA/GA</b>	<b>142.66</b>	<b>1,612.74</b>	<b>100,200</b>	<b>98,587 1.61</b>
<b>Capital Outlay</b>					
5-20-581	Bldg Equipment	0.00	0.00	5,000	5,000 0.00
5-20-582	Office Equipment	0.00	0.00	4,000	4,000 0.00
5-20-584	Flood Mitigation Equip	0.00	0.00	52,100	52,100 0.00
	<b>Total Capital Outlay</b>	<b>0.00</b>	<b>0.00</b>	<b>61,100</b>	<b>61,100 0.00</b>
	<b>Total General Assistanc</b>	<b>4,060.00</b>	<b>14,610.74</b>	<b>377,782</b>	<b>363,171 3.87</b>

**Income Statement - Unaudited for Internal Use Only**

March 1, 2022 - April 11, 2022 Prior Year Approved 04/22/21 11.5% of Year 4/07/22

<b>Road &amp; Bridge</b>		<b>Cur. Month</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Variance</b>	<b>YTD %</b>
		Actual	Actual	Total		
<b>Revenue</b>						
4-40-400	Property Tax	0.00	393.58	44,800	44,406	0.88
4-40-401	Replacement Tax	0.00	9,018.99	22,000	12,981	41.00
4-40-402	Interest and Dividend Inc	0.00	(131.80)	500	632	(26.36)
4-40-404	Misc. Income	0.00	0.00	100	100	0.00
<b>Total Revenue</b>		<b>0.00</b>	<b>9,280.77</b>	<b>67,400</b>	<b>58,119</b>	<b>13.77</b>
<b>Maintenance Svcs</b>						
5-40-510	Maintenance Bldg	0.00	0.00	24,000	24,000	0.00
5-40-512	Maint. Equipment	228.98	236.69	45,000	44,763	0.53
5-40-515	Mosquito Abatement	0.00	0.00	8,250	8,250	0.00
<b>Total Maint. Expenses</b>		<b>228.98</b>	<b>236.69</b>	<b>77,250</b>	<b>77,013</b>	<b>0.31</b>
<b>Professional Services</b>						
5-40-521	Legal Svcs	0.00	0.00	3,500	3,500	0.00
5-40-523	Liability & Gen. Insuranc	0.00	0.00	18,000	18,000	0.00
5-40-524	Contingencies	0.00	0.00	1,000	1,000	0.00
5-40-528	Drug & Alcohol Testing	0.00	0.00	500	500	0.00
<b>Total Professional Svcs</b>		<b>0.00</b>	<b>0.00</b>	<b>23,000</b>	<b>23,000</b>	<b>0.00</b>
<b>Communications</b>						
5-40-530	Postage	0.00	0.00	550	550	0.00
5-40-531	Publishing	0.00	0.00	400	400	0.00
5-40-532	Printing	0.00	0.00	250	250	0.00
<b>Total Communications</b>		<b>0.00</b>	<b>0.00</b>	<b>1,200</b>	<b>1,200</b>	<b>0.00</b>
<b>Professional Development</b>						
5-40-540	Dues	0.00	0.00	250	250	0.00
5-40-541	Continuing Education	0.00	0.00	700	700	0.00
5-40-544	Per Diem & Lodging	0.00	0.00	250	250	0.00
5-40-545	Conferences & Conventio	0.00	0.00	250	250	0.00
<b>Total Professional Devel</b>		<b>0.00</b>	<b>0.00</b>	<b>1,450</b>	<b>1,450</b>	<b>0.00</b>
<b>General</b>						
5-40-560	Office Supplies	60.77	60.77	500	439	12.15
5-40-561	Operating Supplies	217.75	401.55	5,000	4,598	8.03
5-40-562	Misc	0.00	0.00	500	500	0.00
5-40-563	Replacement Tax Disburs	0.00	0.00	8,808	8,808	0.00
<b>Total General</b>		<b>278.52</b>	<b>462.32</b>	<b>14,808</b>	<b>14,346</b>	<b>3.12</b>
<b>Capital Outlay</b>						
5-40-580	Building	0.00	0.00	70,000	70,000	0.00
5-40-581	Bldg Equipment	0.00	0.00	6,000	6,000	0.00
5-40-582	Office Equipment	899.00	911.99	2,500	1,588	36.48
5-40-583	Vehicles	0.00	0.00	45,000	45,000	0.00
<b>Total Capital Outlay</b>		<b>899.00</b>	<b>911.99</b>	<b>123,500</b>	<b>122,588</b>	<b>0.74</b>
<b>Total Road &amp; Bridge</b>		<b>1,406.50</b>	<b>1,611.00</b>	<b>241,208</b>	<b>239,597</b>	<b>0.67</b>

**Income Statement - Unaudited for Internal Use Only**

March 1, 2022 - April 11, 2022 Prior Year Approved 04/22/21 11.5% of Year 4/07/22

<b>Perm. Hard Road</b>	<b>Cur. Month</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Variance</b>	<b>YTD %</b>
	<b>Actual</b>	<b>Actual</b>	<b>Total</b>		
<b>Revenue</b>					
4-50-400	Property Tax	0.00	7,267.55	868,933	861,665 0.84
4-50-402	Interest and Dividend Inc	0.00	(114.34)	2,000	2,114 (5.72)
4-50-404	Misc. Income	0.00	0.00	1,500	1,500 0.00
4-50-405	Misc Grants	0.00	3,776.00	0	(3,776) 0.00
4-50-407	Contractual Work - Villag	6,485.95	6,485.95	25,000	18,514 25.94
	<b>Total Revenue</b>	<b>6,485.95</b>	<b>17,415.16</b>	<b>897,433</b>	<b>880,018 1.94</b>
<b>Personnel Services</b>					
5-50-501	Salaries - Officials	0.00	0.00	7,285	7,285 0.00
5-50-502	Salaries - Employees	9,213.23	30,631.01	300,400	269,769 10.20
5-50-503	Salaries- Part Time	1,201.44	3,479.17	10,000	6,521 34.79
5-50-504	FICA	747.90	2,457.74	24,300	21,842 10.11
5-50-505	IMRF	386.39	1,265.48	16,600	15,335 7.62
5-50-506	Health Ins.	(443.59)	3,851.65	55,000	51,148 7.00
5-50-507	Dental and Vision Ins	0.00	400.44	5,610	5,210 7.14
5-50-508	Life Ins	(8.04)	53.05	850	797 6.24
5-50-509	Unemployment Ins.	8.71	59.98	2,500	2,440 2.40
	<b>Total Personnel Services</b>	<b>11,106.04</b>	<b>42,198.52</b>	<b>422,545</b>	<b>380,346 9.99</b>
<b>Maintenance Svs</b>					
5-50-516	Automotive Fuel & Oil	564.65	2,121.00	20,000	17,879 10.61
5-50-517	Road Salt/De-Icing	20,144.83	20,144.83	66,000	45,855 30.52
5-50-518	Rentals	0.00	0.00	2,500	2,500 0.00
5-50-519	Uniforms	0.00	0.00	1,000	1,000 0.00
	<b>Total Maint. Svs</b>	<b>20,709.48</b>	<b>22,265.83</b>	<b>89,500</b>	<b>67,234 24.88</b>
<b>Professional Svs</b>					
5-50-523W	Workers Comp Ins	(1,985.00)	(1,985.00)	22,000	23,985 (9.02)
5-50-524	Contingencies	0.00	0.00	10,000	10,000 0.00
5-50-527	Tree Maintenance & Repl	0.00	0.00	15,000	15,000 0.00
5-50-528	Engineering Services	0.00	0.00	40,000	40,000 0.00
5-50-529	MS4	625.00	625.00	11,300	10,675 5.53
	<b>Total Prof Svs</b>	<b>(1,360.00)</b>	<b>(1,360.00)</b>	<b>98,300</b>	<b>99,660 (1.38)</b>
<b>Services</b>					
5-50-550	Electric Highway Bldg	360.88	360.88	2,700	2,339 13.37
5-50-551	Natural Gas Highway Bld	352.72	803.00	3,500	2,697 22.94
5-50-552	Water/Sewer Highway Bl	0.00	127.19	1,000	873 12.72
5-50-553	Disposal Services	496.50	496.50	5,000	4,504 9.93
5-50-554	Telephone- Land	16.26	16.26	2,200	2,184 0.74
5-50-555	Telephone - Field	22.15	22.15	2,200	2,178 1.01
5-50-557	Street Lights	4,290.59	4,290.59	28,000	23,709 15.32
5-50-558	PACE	0.00	0.00	6,700	6,700 0.00
	<b>Total Services</b>	<b>5,539.10</b>	<b>6,116.57</b>	<b>51,300</b>	<b>45,183 11.92</b>
<b>General</b>					
5-50-562	Misc.	0.00	0.00	2,500	2,500 0.00
	<b>Total General</b>	<b>0.00</b>	<b>0.00</b>	<b>2,500</b>	<b>2,500 0.00</b>
<b>Capital Outlay</b>					
5-50-584	Projects, Equipment Hard	973.34	973.34	300,000	299,027 0.32
	<b>Total Cap Outlay</b>	<b>973.34</b>	<b>973.34</b>	<b>300,000</b>	<b>299,027 0.32</b>
	<b>Total Perm. Hard Road</b>	<b>36,967.96</b>	<b>70,194.26</b>	<b>964,145</b>	<b>893,951 7.28</b>

A/C #	Maturity Date	CD Interest Rate	Balance	Comments	Reconciled Through Date Noted	Fund Cash Balances			
						10	20	40 50	
<b>Bank Account Balances</b>									
1-10-100D	-	-	19,031.44		03/31/2022	19,031.44			
1-10-102	-	-	146,018.35		03/31/2022	146,018.35			
1-10-104	-	-	173,546.02	Matured CD Proceeds	03/31/2022	173,546.02			
1-10-130	-	-	73,974.49		03/31/2022	73,974.49			
1-20-102	-	-	46,198.80		03/31/2022	46,198.80			
1-20-102C	-	-	127.83		03/31/2022	127.83			
1-20-130	-	-	73,992.15		03/31/2022	73,992.15			
1-40-102	-	-	271,049.73		03/31/2022	271,049.73			
1-40-130	-	-	29,677.71		03/31/2022	29,677.71			
1-50-102	-	-	734,154.94		03/31/2022	734,154.94			
1-50-104	-	-	60,622.92	Matured CD Proceeds	03/31/2022	60,622.92			
1-50-130	-	-	29,677.72		03/31/2022	29,677.72			
<b>Total Bank Balances</b>						<b>\$ 412,570.30</b>	<b>\$ 120,318.78</b>	<b>\$ 300,727.44</b>	<b>\$ 824,455.58</b>

1-10-115	-	-	-			-			
1-20-203	-	-	-			-			
1-40-127	-	-	-			-			
1-50-126	-	-	-			-			
<b>Total Due To/From</b>						<b>\$ 1,658,072.10</b>			
<b>Total Current Assets</b>						<b>\$ 452,338.96</b>	<b>\$ 132,924.14</b>	<b>\$ 291,651.17</b>	<b>\$ 847,402.76</b>
<b>Beg Fund Balance - Per Feb 2022 Unaudited Balance</b>						19,959.13	1,294.87	9,280.77	17,415.16
<b>Revenue</b>						60,627.73	13,900.23	204.50	42,347.34
<b>Expenses</b>						411,670.36	120,318.78	300,727.44	822,470.58
<b>End Fund Balance</b>						899.94	-	-	1,985.00
<b>Difference - OS Liabilities/WC Refund</b>									
<b>Breakdown by bank:</b>									
<b>SBOTL</b>						173,546.02	-	-	60,622.92
<b>First Midwest - Money Market Accounts</b>						165,049.79	46,326.63	271,049.73	734,154.94
<b>First Midwest - Wealth Management Accounts</b>						73,974.49	73,992.15	29,677.71	29,677.72
						-	-	-	(0.00)
<b>Check = 0</b>									

Avon Township  
2022-2023 Gross Payroll By Month  
Fiscal Year March 1, 2022-February 28, 2023

As of 4/07/22

	Number of Pay Periods												YTD Breakdown by Fund										
	2		1		Actual		Actual		Actual		Actual		Actual		Actual		Actual		Actual		Actual		
	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total	10	12	20	50						
1 ANAN													3,813.48	3,813.48									
2 BAJE	2,826.28	987.20											3,623.07	3,623.07									
3 BAMI	2,415.38	1,207.69											6,346.23	6,346.23									
4 BRCY	4,230.82	2,115.41											5,711.55	5,711.55									
5 DIRO	3,807.70	1,903.85											7,500.00	7,500.00									
6 DOMIC	5,000.00	2,500.00											250.00	250.00									
7 FARI	4,375.80	1,872.00											6,247.80	6,247.80									
8 KEJE	250.00												250.00	250.00									
9 KURO	6,393.46	2,769.23											9,162.69	9,162.69									
10 LACH	1,923.08	961.54											2,884.62	2,884.62									
11 LECA	3,666.64	1,833.32											5,499.96	5,499.96									
12 LOJE	50.00												50.00	50.00									
13 MAIS	2,139.62	1,156.34											3,295.96	3,295.96									
14 OGSU	2,277.73	1,201.44											3,479.17	3,479.17									
15 RERU	350.00												350.00	350.00									
16 SHJA	4,046.16	2,023.08											6,069.24	6,069.24									
17 VAAA	4,776.72	2,060.00											6,836.72	6,836.72									
18 VAAN	5,871.80	2,512.00											8,383.80	8,383.80									
19 VAED	3,238.46	1,619.23											4,857.69	4,857.69									
<b>Totals</b>	<b>57,889.65</b>	<b>26,722.33</b>											<b>84,611.98</b>	<b>21,444.33</b>	<b>20,261.55</b>	<b>8,795.92</b>	<b>84,110.18</b>						
Per Payroll Register	57,889.65	26,722.33											84,611.98										
Check = 0																							
Elected Officials Only	12,053.90	5,576.95											17,630.85	17,630.85									
All Other	45,835.75	21,145.38											66,981.13	3,813.48	20,261.55	8,795.92	84,110.18						

Payroll Presented for Approval at the Board Meetings Monthly - Amounts YTD tie to the Income Statements for each respective Fund



**Avon Township  
Cash Disbursements Journal  
For the Period From Mar 3, 2022 to Apr 11, 2022**

Date	Check #	Account ID	Name	Line Description	Debit Amount	Total by Fund
<b>Liabilities:</b>						
3/15/22	EFT031122	2-10-200	Treasury Department	Payroll WH .. Federal	6,861.84	
3/29/22	EFT032522	2-10-200	Treasury Department	Payroll WH .. Federal	6,533.29	
4/4/22	EFT033122	2-10-200	Treasury Department	Payroll WH .. Federal	137.74	
4/11/22	EFT040822	2-10-200	Treasury Department	Payroll WH .. Federal	6,133.14	
3/15/22	ED1031122	2-10-202	Illinois Department of Revenue	Payroll WH .. Illinois	1,304.33	
3/29/22	ED1032522	2-10-202	Illinois Department of Revenue	Payroll WH .. Illinois	1,254.73	
4/4/22	ED1033122	2-10-202	Illinois Department of Revenue	Payroll WH .. Illinois	44.57	
4/11/22	ED1040822	2-10-202	Illinois Department of Revenue	Payroll WH .. Illinois	1,197.06	
4/11/22	Debit033122	2-10-203	Illinois Municipal Retirement Fund	Payroll WH .. IMRF	4,446.80	
3/14/22	Debit031122	2-10-204	Total Administrative Services Corpora	Payroll WH .. FSA Plan	217.30	
3/28/22	Debit032522	2-10-204	Total Administrative Services Corpora	Payroll WH .. FSA Plan	217.30	
3/31/22	ACH033122	2-10-205	Nationwide Retirement	Invoice: March 2022	100.00	
3/31/22	ACH033122	2-10-205	Nationwide Retirement	Invoice: March 2022	200.00	
3/25/22	26379	2-10-206	AFLAC	Invoice: 628351	110.08	
3/25/22	26379	2-10-206	AFLAC	Invoice: 628351	48.48	\$ 28,806.66
<b>Town Corporate:</b>						
4/11/22	Debit033122	5-10-505	Illinois Municipal Retirement Fund	IMRF	0.02	
3/25/22	26380	5-10-506	Blue Cross and Blue Shield of Illinois	Invoice: April 2022	6,989.83	
3/25/22	26381	5-10-507	Delta Dental of Illinois - Risk	Invoice: 1548609	501.78	
3/25/22	26382	5-10-508	Principal Life Insurance Company	Invoice: April 2022	37.65	
3/8/22	26370	5-10-512	Office Plus of Lake County	Invoice: IN424332	46.82	
3/8/22	26370	5-10-512	Office Plus of Lake County	Invoice: IN424332	16.50	
3/25/22	26383	5-10-520	Total Administrative Services Corpora	Invoice: IN2339128	75.00	
3/25/22	26384	5-10-542	News-Sun	Invoice: Renewal060922	31.82	
3/25/22	26385	5-10-552	Village of Round Lake Park	Invoice: 80470 Mar22	111.42	\$ 7,810.84
<b>Assessor's Division:</b>						
3/25/22	26380	5-12-506	Blue Cross and Blue Shield of Illinois	Invoice: April 2022	6,483.63	
3/25/22	26381	5-12-507	Delta Dental of Illinois - Risk	Invoice: 1548609	451.11	
3/25/22	26382	5-12-508	Principal Life Insurance Company	Invoice: April 2022	61.53	
3/30/22	26387	5-12-541	IL Property Assessment Institute	Invoice: 269293	410.00	
3/30/22	26387	5-12-541	IL Property Assessment Institute	Invoice: 214739	410.00	
3/30/22	26387	5-12-541	IL Property Assessment Institute	Invoice: 269320	410.00	
3/30/22	26386	5-12-543	Robert C. Ditton	Invoice: Reimb 040322	280.21	
3/30/22	26388	5-12-543	Jamie Sharkey	Invoice: Reimb 040322	200.65	\$ 8,707.13
<b>Supervisor/GA:</b>						
3/25/22	26380	5-20-506	Blue Cross and Blue Shield of Illinois	Invoice: April 2022	2,299.99	
3/25/22	26381	5-20-507	Delta Dental of Illinois - Risk	Invoice: 1548609	250.89	
3/25/22	26382	5-20-508	Principal Life Insurance Company	Invoice: April 2022	25.10	
3/8/22	26369	5-20-594	Commonwealth Edison	Invoice: 22EA00505	400.92	
3/8/22	26371	5-20-594	Village of Round Lake Beach	Invoice: 22EA00505	319.16	
3/8/22	26371	5-20-594	Village of Round Lake Beach	Invoice: 22EA00508	750.00	\$ 4,046.06

**Avon Township  
Cash Disbursements Journal  
For the Period From Mar 3, 2022 to Apr 11, 2022**

Date	Check #	Account ID	Name	Line Description	Debit Amount	Total by Fund
<b>Highway Department: Road &amp; Bridge and Permanent Hard Road</b>						
3/25/22	26380	5-50-506	Blue Cross and Blue Shield of Illinois	Invoice: April 2022	5,250.88	
3/25/22	26381	5-50-507	Delta Dental of Illinois - Risk	Invoice: 1548609	400.44	
3/25/22	26382	5-50-508	Principal Life Insurance Company	Invoice: April 2022	77.17	
3/25/22	26385	5-50-552	Village of Round Lake Park	Invoice: 80320 Mar22	127.19	5,855.68
<b>Total</b>					<b>55,226.37</b>	<b>55,226.37</b>

Prepayments presented for Board Approval at the April 12, 2022 Meeting

Avon Township  
Aged Payables  
As of Apr 07, 2022

Vendor	Invoice/CM #	Amount Due	Total by Fund	Account	Description of Expense	FMW CC
<b>Township Corporate:</b>						
Smithereen Pest Management Services	2682946	180.00		5-10-510	Township Quarterly Service	
Ace Hardware	132726	23.49		5-10-512	Repair material for fixing Township Chairs	
Ace Hardware	132796	6.99		5-10-512	Repair material for fixing Township Chairs	
Office Plus of Lake County	IN428327	50.56		5-10-512	Copier Monthly Lease	
Law Offices of Ancel Glink	87875	4,924.81		5-10-521	February 2022 Legal Fees	
SupportProbe Inc	22953	405.50		5-10-522	Managed Monthly IT Agreement	
COMCAST CABLE	0329-042822	324.62		5-10-522/654	Voice and Internet Service	
West's Insurance Agency Inc	748246	2,000.00		5-10-523	Supervisor Annual Bond Renewal	
Township Supervisors of IL	2022 Dues	40.00		5-10-540	Annual Dues	
COMED	0978116004Mar22	712.02		5-10-550	Township Service	
NICOR	0221-032322	270.78		5-10-551	Town Service	
Allied Tele-Com Inc	32008	273.64		5-10-554	Monthly Telephone Service	
Office Plus of Lake County	5202067-0	177.08	\$ 9,389.49	5-10-560	Copy Paper for Township	
<b>Assessor's Division:</b>						
MSFT	FMW032422	31.00		5-12-522	Monthly Fee	31.00
LC Township Assessor's Association	LCTAA Dues 22-23	40.00		5-12-540		
Thorntons	FMW032422	57.98		5-12-543	Gas for Assessor's Jeep	
Allied Tele-Com Inc	32008	187.03		5-12-554	Monthly Telephone Service	57.98
Office Plus of Lake County	5189951-0	221.67		5-12-560	Office Supplies for Assessor's Office	
Office Plus of Lake County	5189951-1	11.60		5-12-560	Office Supplies for Assessor's Office	
Walmart	FMW032422-3	6.47	\$ 555.75	5-12-560	Phone Holder for Assessor's Office	6.47
<b>Supervisor/GA:</b>						
HP Instant Ink	FMW032422	6.36		5-20-524	Monthly Ink Cartridge Fee for GA Printer	6.36
Vista Print	FMW032422	28.99		5-20-524	Business Cards for CaseWorker	28.99
Dollar Store	FMW032422	562.50		5-20-570E	Essentials Program Supplies	562.50
Dollar Store	FMW032422-2	(30.00)		5-20-570E	Essentials Program Supplies	-30.00
Walmart	FMW032422-2	142.66	\$ 710.51	5-20-591	Chap Stick and Tape for Medical Bags	142.66
<b>Highway Department: Road &amp; Bridge and Permanent Hard Road</b>						
Antioch Auto Parts Inc	118166	34.86		5-40-512	Parts for the Ferris Mowers	
Ebay	FMW032422	39.12		5-40-512	Power Window Switch	39.12
Victor Motorsports	385883	155.00		5-40-512	Repairs on 2022 Ford F450	
Amazon Capital Services	1DJYHCLCD1JW	60.77		5-40-560	MacBook Air case and Accessories	
Ace Hardware	Clsg 032522	92.06		5-40-561	Highway Operating Supplies	
Amazon Capital Services	1DJYHCLCD1JW	68.94		5-40-561	Rubber Gloves	
MENARDS	FMW032422	12.40		5-40-561	Highway Operating Supplies	12.40
Walmart	FMW032422	44.35		5-40-581	Water for Highway Department	
Apple.com	79906070	899.00		5-50-516	Apple MacBook Air	899.00
WEX Bank	5402540633	564.65		5-50-517	Retail Fuel purchases for March 2022	
Morton Salt	4199.711-4	6,985.85		5-50-517	Bulk-T-Safe Salt	44.35
Morton Salt	540254644113158.98	13,158.98		5-50-517	Bulk-T-Safe Salt	899.00
Gewall Hamilton Assoc	1648563009 Mar 2022	625.00		5-50-529	Professional Services for MS4 through February 2022	
COMED	4199.711-4	360.88		5-50-550	High Service	
NICOR	67944810000 Mar2022	352.72		5-50-550	Highway Service	
Lakes Disposal Services	119959	496.50		5-50-553	Highway Service 03/21/22	
COMCAST CABLE	FMW032422-2	16.26		5-50-554	Telephone Service - Landline	16.26
COMCAST CABLE	FMW032422	17.73		5-50-555	Telephone Service - Cell	17.73
Sprint	665790514-242	4.42		5-50-555	Highway Cell Phone	
COMED	1901137023 Apr 2022	4,290.59		5-50-557	Street Light Service for 2 months	
Peter Baker & Son Co	36877	109.35		5-50-584	Project Material	
Glenrock Company	FMW032422	666.99		5-50-584	Project Material	666.99
Mid-American Water of Wauconda Inc	247206W	197.00	\$ 29,253.42	5-50-584	Project Material	
		\$ 39,909.17	\$ 39,909.17			\$ 2,501.81

Invoices presented to the Board for Approval to release payments at the April 12, 2022 Meeting

**Avon Township**

**Finance Report for Avon Township Funds - Anmarie Andresen  
Income Statement Highlights as of 4/11/22 11.5% of fiscal year**

\*Still the Prior FYE budget until the new one is approved

	<u>Actual</u>	<u>Budget*</u>	<u>% of Budget</u>	<u>Cash/Fund Balance</u>
<b>Town Corporate:</b>	Revenue \$ 19,959	\$ 667,189	2.99%	\$ 412,570
<b>Town</b>	Expense \$ 30,897	\$ 572,962	5.39%	
<b>Assessor</b>	Expense \$ 29,731	\$ 272,451	10.91%	

1. The Preliminary Township Budget for the FYE 02/28/23 was presented to the Finance Committee at the 2/22/22 meeting. Still awaiting approval from the Board. Current Budget we are working under is the prior years until the new budget is approved and adopted by the Board.
2. All bank accounts have been reconciled through March 31, 2022.  
First Midwest Bank is now officially a division of Old National Bank.
3. Another month of losses incurred on the FMW Wealth Management Accounts. March 2022 incurred unrealized losses in the amount of \$984 for all 4 accounts. Goal per the recommendation of the Finance Committee is to hang tight with these accounts to all the market to improve. FMW has stopped charging fees since December 2021. I will continue to monitor the account activity and report to the Finance Committee/Board monthly.
4. No unusual Revenue and Expense items to report this month.
5. The IPRF/Worker's Compensation Audit resulted in a refund of \$1,985. The check was received and deposited to the Highway Department Bank account because the largest impact related to Highway salaries being lower than the budget provided to IPRF.
6. Contact has been made with the Independent Audit Firm and the Audit of FYE 02/28/22 will be scheduled for late April or early May.
7. Grant Worksheet is being worked on to provide the Board with a historical view of Grants Received and awarded.

<u>GA/Supervisor:</u>	<u>Actual</u>	<u>Budget*</u>	<u>% of Budget</u>	<u>Cash/Fund Balance</u>
Revenue	1,295	\$ 161,686.0	0.80%	\$ 120,319
Expense	13,900	\$ 377,782.0	3.68%	

1. Same items as 1, 2 and 3 under Town Corporate.
2. No Revenue nor Expense issues to report at this time.
3. Expense items to highlight:

**Assessor's Division, Road & Bridge and Permanent Road are reported by respective Department Heads**



**Office of the Clerk**  
**Kristal Larson**

**AVON TOWNSHIP**  
433 E Washington Street  
Round Lake Park, IL 60030  
Phone: 847-546-1446  
[klarson@avonil.us](mailto:klarson@avonil.us)

**AVON TOWNSHIP BOARD OF TRUSTEES**  
**SCHEDULED MEETINGS 2022/2023**

General Avon Township Board of Trustee Meetings are scheduled on the second Tuesday of each month unless otherwise noted. Committee of the Whole meetings are held on the fourth Tuesday of each month as needed. All meetings are held at the Avon Township Center - Community Room located at 433 E. Washington St. Round Lake Park, IL unless otherwise noted.

**General Avon Township Board Meeting Schedule**

May 10, 2022	Budget Hearing	7:00 pm
May 10, 2022	General Meeting	Following Budget Hearing
June 14, 2022 (Flag Day)	General Meeting	7:00 pm
July 12, 2022	General Meeting	7:00 pm
August 9, 2022	General Meeting	7:00 pm
September 13, 2022	General Meeting	7:00 pm
October 11, 2022	General Meeting	7:00 pm
November 15, 2022	General Meeting	7:00 pm
<i>(November meeting moved to accommodate Election Day)</i>		
December 13, 2022	Tax Levy Hearing	6:30 pm
December 13, 2022	General Meeting	7:00 pm
January 17, 2023	General Meeting	7:00 pm
February 14, 2023	General Meeting	7:00 pm
March 14, 2023	General Meeting	7:00 pm
April 11, 2023	Town Hall Meeting	7:00 pm
April 11, 2023	General Meeting	Following Town Hall Meeting

**Committee of the Whole meetings are held on the fourth Tuesday of each month as needed.**

Meetings are subject to change. Updated meeting dates will be posted at the Avon Township Center and on our website at [www.avonil.us](http://www.avonil.us).

Adopted and Published on April 12, 2022



**AVON TOWNSHIP – FINANCE COMMITTEE**  
Chair - Travis Haley  
Vice Chair –

**433 E. Washington St.  
Round Lake Park, IL 60073**

# Avon Township Finance Committee Budget and Appropriations Report

for Fiscal Year beginning March 1, 2022 and ending February 28, 2023

*Report Issued: April 12, 2022*

*Travis Haley – Chair*

*Kristal Larson – Secretary*

*Michael Dobrow, Rudy Repa, Barbara Jersey, Melanie Francisco, Michael Shultz - Members*



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## Statement of Authority to Issue Report

The Avon Township Finance Committee, with the approval of the Avon Township Town Board, was granted formal authority to prepare and produce guiding documents to the Avon Township Town Board on September 10, 2020 through the formal adoption of the Finance Committee Statement of Purpose, reproduced below for reference.

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The Avon Township Finance Committee was established on February 19, 2020 by the Avon Township Board to be comprised of seven members – three elected officials and four members of the community – to provide guidance and independent oversight of financial matters including levies, budgets, policies and procedures that impact financial matters of the township. The Finance Committee is committed to serving the interests of the Township in all financial matters. To achieve that purpose, the Finance Committee shall have the following duties and authorities:

- To examine and make recommendations regarding audits, levy, budget, revenues, expenditures and related financial matters of Avon Township.
- To examine and make recommendations regarding policy, procedure, contracts as related to financial impacts to the Township.
- To ensure that all recommendations provided are narrowly focused on financial aspects as related to the Township.
- To provide timely and objective reports regarding financial matters of Avon Township at regular Town Board Meetings.
- To treat all records received from the Township as confidential until approved and entered into the public record by the Town Board.
- To request and receive of the Township any document, record or report necessary for the execution of their appointed committee duties.

The Finance Committee is committed to a supporting role within the Township and acknowledges that it has no statutory authority aside from providing recommendations, reports and advice to the elected officials of Avon Township.

## Foreword

The Avon Township Finance Committee has prepared this report based on the budget proposals submitted by Supervisor Michele Bauman, Assessor Chris Ditton and Highway Supervisor Bob Kula. The committee has further reviewed past budgets, past audits, past financial performance, most current levy ordinances and other supplemental information related to the future ongoing operations of all units of Avon Township government.

This report serves as a complete and guided recommendation to the Avon Township Town Board across all funds. Analysis of each fund has been prepared to include estimated fund balances at the end of the fiscal year presented, adjusted to account for contingencies and recommended reserve funding to accurately reflect expected expenditures. The accompanying appendices and notes are material to these discussions and analysis presented in the report. Appendices as presented show multiple iterations of the budget in a consolidated format along with recommended final budget documents to be included with appropriate ordinances.

This report also considers the impact of consolidation of the road district into the township general funds. Timing of this impact is specifically noted and discussed, as are future considerations for long-term viability of the highway department under the town board.

Finally, this report addresses the legislative components of the budget requirements of the township. This discussion centers on the processes and procedures for adoption of the budget and offers a recommended appropriations ordinance for adoption of the budgets to be considered.

The Finance Committee has been committed to open and transparent discussion with all stakeholders and the public throughout this process.

I would like to thank a number of individuals who contributed to the budget process. To the members of the Finance Committee, who dedicated their time to this undertaking and consistently demonstrated a cooperative spirit and thoughtful deliberations throughout the entire process. To Anmarie Andresen, who was instrumental in reconciling key areas of the budget in a professional manner. To Clerk Larson for acting as Secretary and hosting our virtual meetings. Finally, to the elected officials, who provided a basis from which to start these discussions, their timely responses to further requests for information and providing this committee with the opportunity and authority to serve the people of Avon Township.

Respectfully Submitted,

Travis Haley  
Chair

## Methodology

The committee, in conjunction with the principal stakeholders of each elected office, obtained initial budget proposals at a time and manner consistent with Illinois Municipal Budget Law (50 ILCS 330/), the Township Code (60 ILCS 1/), the Property Tax Code (35 ILCS/200) and other relevant statutes.

The Supervisor's Office provided a budget for the Town Fund (10) on Feb 15, 2022 and General Assistance Fund (20) on January 5, 2022 via electronic mail along with notes explaining proposed changes and requesting direction for certain line items. Further direction was offered at in-person meetings, phone calls and through electronic communications. Subsequent meetings and discussions with the Supervisor's Office were reported on in committee meetings.

The Assessor's Office provided a budget for the Assessor Fund (12) on December 23, 2021 via electronic mail in accordance with the provisions of 35 ILCS 200/2-30 along with notes explaining proposed changes to his budget. Further direction was offered at committee meetings and through electronic communications. Subsequent meetings and discussion with the Assessor's Office were reported on in committee meetings.

The Highway Department provided a budget for the Road & Bridge Fund (40) and Permanent Hard Road Fund (50) on February 17, 2022 via electronic mail. Further direction was offered by phone, committee meetings and through electronic communications. Subsequent meetings and discussions with the Highway Supervisor were reported on in committee meetings.

Additional information was solicited from various public sources including Townships of Illinois and freely available resources from township attorney Ancel Glink. Such information includes sample and model budgets and ordinances for townships, DCEO recommended procedures for adoption of the budget and presentations demonstrating the full levy and budget cycle as relevant background.<sup>1</sup>

Data, once collected from stakeholders and independent sources, was compiled into a single comparative spreadsheet for discussion and reconciliation purposes. This document demonstrates the numerous revisions undertaken throughout the process to ensure different versions and suggestions were properly documented. Material to these suggestions were the accompanying notes and communications provided by each stakeholder.

Once agreed upon, the data was broken out into single documents for each fund for inclusion with the budget ordinances. Finally, the model ordinances were used as a basis for the recommended appropriations ordinances while required certifications to the budget process were prepared to accompany the adoption of the appropriations ordinance.

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<sup>1</sup> Sources: <https://www.toi.org/download-center/> <https://ancelglink.com/Resource>

## Summary of Significant Changes from FY21-22 to FY22-23 Budget

A number of significant changes were made in this budget year as a result of a continued efforts into fiscal responsibility. These changes are specifically discussed in detail in the applicable section(s) below. This summary serves only to show significant material impact on the budgets in a single, concise area.

Fund	Item	Amount	Notes on Fund Impact
Town (10)	Personnel Svc	- \$25,000	Reduction in health insurance costs
Town (10)	Professional Services	- \$18,690	Reduced legal spending; reduced catastrophic insurance
Town (10)	Social Services	- \$15,000	Discontinued discretionary spending;
Assessor (12)	Personnel Svc	+ \$21,500	Salary increases
GA (20)	Personnel Svc	- \$90,000	Reduced staffing
GA (20)	EA/GA	- \$65,000	Reduced funding for programs
PHR (50)	Personnel Svc	+ \$25,000	Elimination of Highway Commissioner; addition of highway supervisor employee salary; Salary Increases

This list above is a highlighted summary of significant changes but is not intended to reflect all of the changes presented in this budget.



## Town Fund (10)

### Initial Budget Proposal

The Town Fund as originally presented demonstrated a 6 percent overall decrease over FY2020-2021. Significant reductions over prior year spending provided by this proposal were the result a technical change in salary and insurance distribution for the highway department, significant reduction in legal services and absence of capital expenditure allocation. Additional minor changes in line with prior year spending, adjusted for inflation, made up the remainder of the proposed alterations from the prior year and generally fall outside the scope of substantial review. Significant alterations and additional recommendations are discussed in detail.

### Assessor Budget – Initial Proposal (12)

The Assessor budget as originally presented demonstrated a 10 percent increase over FY2019-2020. These reflected general cost increases in-line with projected expenditures, technology upgrades and salary increases. After initial receipt, the Assessor suggested an additional increase to the salary to account for cost-of-living wage increases for an overall increase of 12 percent. Additional minor changes in line with prior year spending, adjusted for inflation, made up the remainder of the proposed alterations from the prior year and generally fall outside the scope of substantial review.

### Salary Distribution

Working in conjunction with the Supervisor’s Office and the Highway Supervisor, it was mutually agreed upon to shift a significant portion of the salary and related expenses of the bookkeeper from the Town Fund to the Highway Fund. This shift most accurately reflects the workload and fiscal responsibility of the bookkeeper now that Highway Department falls fully under the Town Board and accounts for that portion of salary and related expenses in the proper fund. Worker’s compensation insurance was adjusted last year to share the cost appropriately between Town and Highway Funds. Ambiguity on insurance costs as a result of uncertainty of elected officials taking health insurance has been resolved and insurance is now reflective of actual expectations.

### Legal Services

The proposed budget provided to the committee drew specific attention to this line item asking for direction on what the budget line for legal services should amount to<sup>2</sup>. The committee held extensive discussion on the spending related to legal services in the prior fiscal year. Legal costs increased significantly as a result of three major factors: a change in elected officials amounting to an increased need for general counsel during the fiscal year, significant one-time expenditures related to non-repeating circumstances, and conclusion of matters from the prior administration. Increased need for general counsel was necessary when new officials took office to ensure a smooth transition. One-time expenditures related to external circumstances were necessary to ensure the safety of officials, staff, clients and visitors to the Township.

The committee initially suggested a reduction to this line item from \$54,000 to \$24,000. This suggestion was forwarded to the Supervisor’s Office for comment. The Supervisor’s Office expressed concerns that

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<sup>2</sup> Appendix D – Town Fund – Initial Budget Proposal

one-time items may not be concluded or that additional efforts may require greater legal representation.

The committee, with this advice from the Supervisor's Office, has concluded that a reduction in legal services from the proposed \$48,000 to \$12,000 is appropriate for this coming year based on numerous mitigating factors. Significant among these factors is limiting the use of legal services during meetings to items where counsel is likely required, reviewing alternative legal counsel, an expected return to pre-adversarial legal spending, and an increase in contingencies funding to ensure safety.

### Contingencies

The committee noted that the Supervisor's Office initially overlooked funding a contingency line item. In the prior fiscal year, the Township utilized all contingencies funding for other needs and so no amount remained for initial reference. The model Townships of Illinois budget recommends a maximum contingency of 5% of the entire fund<sup>3</sup>. The committee does recognize the need for a miscellaneous expense line item to facilitate transfers among budget line items in the event of minor adjustments from unexpected events. Further, the committee recognizes the need to allow flexibility in spending for unknown legal matters. The committee is recommending a proposed \$42,000 for contingencies this year.

### Capital Expenditures

The committee reviewed a list of maintenance and improvement projects provided by the Supervisor to help in determining the capital expenditure budget for this fiscal year. The committee is recommending two courses of action here. The first is to allocate \$5,000 in the operating budget towards routine maintenance items that were identified as smaller projects. These projects include:

- Restriping the fire lane
- Exterior lighting improvements
- Drywall repairs
- Sidewalk Repairs
- Misc. general repairs

The committee is also recommending that a total of \$30,000 be set aside in a capital improvement fund to provide for some of the long-term projects identified.

Finally, the committee recognizes one-time grant monies in the amount of \$20,000 to be used for construction of an outdoor classroom and has recommended that spending be accomplished this year.

### Recommendation

After discussion and deliberation on the items, the finance committee is recommending a budget that reflects an overall 10% decrease in fund appropriations for fiscal year 2022-23. Based on the most recent numbers attained prior to this report, the expected fund balance, after adjustments for contingency spending, would result in a net loss of \$166 for the year. The committee estimates the ending fund balance will be approximately \$479,000 which represents 74% of the annual levy.

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<sup>3</sup> Source: <https://www.toi.org/download-center/> - Budget & Levy – 2020-2021 Township Budget and Levy Form

The committee notes that the proposed spending levels necessary for the routine administration of the township have been adjusted this fiscal year to not exceed revenues. The Town Board may wish to consider additional ways to cut expenditures for township administration in the next fiscal year to continue contributing to reserve funds necessary for large maintenance projects and to avoid incurring debt. The Town Board should consider seeking grant funds to address maintenance to aging structures.

### Town Building Reserve Fund (14)

The Town Building Reserve Fund demonstrates an expected contribution of \$30,000 for this fiscal year to account for approved roofing and paving project accumulation. This contribution is based on 2020-2021 estimated costs and a five-year fund accumulation plan. No other long-term plans have been identified for reserve funding at this time.

## GA Fund (20)

The GA budget as originally presented demonstrated a 33% percent decrease from FY2021-2022. Significant changes over prior year spending provided by this proposal were largely the result of reduction in staffing and EA/GA funding. Additional minor changes in line with prior year spending, adjusted for inflation, made up the remainder of the proposed alterations from the prior year and generally fall outside the scope of substantial review. Significant alterations and additional recommendations are discussed in detail.

### Salary Distribution

In FY 2021-22, the GA budget allocated 115% of the levy towards salaries for GA staff. The committee recommended that the Supervisor's Office seek additional ways to potentially reduce spending on non-critical items and engage the committee in discussions to further reduce the cost to taxpayers where reasonably possible.

This year shows a drastic 50% reduction to GA staff salary to 59% of the overall levy. Reduction in staff along with a reallocation of staff from GA to Town that properly reflects the tasks performed by staff were the two driving catalysts for these changes.

### EA/GA Spending

Also of significance is a reduction in direct services to Avon Township residents. The initial proposal fully funded the EA/GA services. After considering fiscal needs, the spending in this area was reduced by nearly 50%. The Supervisor's Office had noted that one core mission of the Township is to aid residents and that a lack of funding will restrict the ability to perform those tasks.

### Recommendation

After discussion and deliberation on the items, the finance committee is recommending a budget that reflects an overall 48% decrease in fund appropriations for fiscal year 2022-23. Based on the most recent numbers attained prior to this report, the expected fund balance, after adjustments for contingency spending, would result in a net loss of \$250 for the year. The committee estimates the ending fund balance will be approximately \$145,590 which represents 90% of the annual levy.

## Road & Bridge Fund (40)

The Road & Bridge Fund as originally presented was largely unchanged compared to FY2021-2022. This fund has been a challenge to present in an accurate fashion for the past decade. Under statute, buildings and vehicle equipment can only be paid for from this fund and, as such, a substantial portion of the proposed budget is allocated to replacement of aging vehicles. The remainder of the appropriations for this budget is largely in-line with past spending patterns.

### Vehicle Replacement

Last year, two new vehicles were purchased as part of a planned replacement process that eliminated the use of CDL-class vehicles in the fleet. It was determined this past winter that there was a need to replace two additional vehicles that have aged far beyond their useful life. Under State contracts, two vehicles have been identified and the purchase price is accounted for in the budget.

### Capital Expenditures

Immediate needs of replacing vehicles from an aging fleet combined with supply chain issues have rendered prior year commentary about immediate capital appropriation recommendations largely moot. Regardless, the Highway Supervisor agrees with a need to establish a new Highway Department Capital Reserve Fund to provide better clarity for future capital spending. This new fund will provide for a long-term savings plan to reduce or eliminate the need for debt-based spending while meeting the needs of the highway department into the future.

It should be noted that while the Town Board must use restricted Road & Bridge Funds for building maintenance and vehicles by statute, the purchase of these assets may come from the unrestricted Town Fund after consolidation is finalized. This will permit for additional budgeting flexibility in future years when considering the replacement of aging vehicles or maintenance of existing facilities.

### Recommendation

After discussion and deliberation on the items, the finance committee is recommending a budget that reflects an overall 22.8% increase in fund appropriations for fiscal year 2022-23.

The committee cautions that the proposed spending levels necessary for the routine administration of the Road and Bridge Fund currently exceed expected annual revenues. The Town Board, in conjunction with the Highway Department, should consider additional ways to reduce expenditures in future years.

## Permanent Hard Road Fund (50)

The Permanent Hard Road Fund as originally presented demonstrated a 1% increase over FY2021-2022. Minor changes in line with prior year spending, adjusted for inflation, made up the remainder of the proposed alterations from the prior year and generally fall outside the scope of substantial review. Significant alterations and additional recommendations are discussed in detail.

### Capital Projects

The Highway Supervisor has noted that the Highway Department has a single paving project expected for this year. The Commissioner further noted that this is the last planned project for some time and is transitioning to a maintenance focus to allow for the growth of capital funds for future projects. This represents a significant spending decline of \$150,000 for the fiscal year.

The Highway Supervisor has discussed the need to accumulate funds for the future Nippersink Road project and has charged the Town Board to implement a capital reserve fund for that purpose.

### Salary Distribution

Working in conjunction with the Supervisor's Office and the Highway Commissioner, it was mutually agreed upon to shift a significant portion of the salary and related expenses of the bookkeeper from the Town Fund to the Highway Fund. This shift most accurately reflects the absorption of the Highway Department into the Township and accounts for that salary and related expenses in the proper fund. Additional increases reflect regular salary increases for regular employees.

### Recommendation

After discussion and deliberation on the items, the finance committee is recommending a budget that reflects an overall 3.5% increase in fund appropriations for fiscal year 2022-23.

The committee reiterates the need to establish a Highway Department Capital Reserve Fund to account for long-term future road projects.

## Results of Consolidation of Governmental Units

The prior year presented a particularly unusual challenge as Public Act 101-0230<sup>4</sup> went into effect on May 15, 2021. This act eliminated the position of Highway Commissioner and transferred control of the levy and funds to the Town Board.

Under Illinois statute, the budget of the Highway Commissioner is handled in a uniquely different manner from that of the Town Fund. The township is required to adopt the budget of the Highway Commissioner and, after that adoption, typically has very little control over the fund. In May of 2021, that measure of control shifted from the Highway Commissioner to the Town Board. The Town Board has relied again on the experience of the Highway Supervisor in preparing the budget for the Highway Department.

The committee recognizes that future fiscal years may result in further challenges to the administration of the Highway Department<sup>5</sup>. A comprehensive resolution affirming the future structural organization of the Highway Department, including policies, procedures and operational responsibilities of this unit of government should be considered by the Town Board. Such a resolution will provide clear guidance and direction to the future administrations, the Highway Department and its employees, and the general public. The manner and fashion of this statement or resolution falls outside of the scope of this committee to recommend.

In addition to organizational recommendations, the committee recognizes that the Highway Department has not had a prior need to provide the Town Board with a long-term strategic plan for road and bridge maintenance. In addition to the transfer of fund control, the Town Board will become directly responsible for decisions on what projects need to be planned for, the appropriations for and the execution of these projects.

The transition further complicates this matter by establishing a previously unexpected potential for volatility with the Highway Commissioner's office. The absence of an elected official for a four-year term increases the possibility of turnover in the newly established Highway Commissioner job. As with all employment turnover, the committee recognizes that continuity of service is a driving factor behind the success of any long-term project. That continuity extends to the responsibilities of this committee for purposes of both appropriations and reserve funding for projects.

The committee recommends that the highway department provide a long-term strategic plan of no less than ten years in duration to provide reasonable guidance for future appropriations and reserve fund targets both for this committee and the Town Board. It is further recommended that this long-term plan be revisited at least annually to adjust for any uncertainties.

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<sup>4</sup> Source: <https://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=101-0230>

<sup>5</sup> Highway Department is used herein solely to refer to the future operations of the Office of the Highway Commissioner after May 17, 2021 and should not be interpreted as a direction, recommendation or decision of the committee regarding the manner or form of that operation in the future.

## Committee Statement on Public Inspection Requirements

Based on the success and ease of access in the prior year and in the interest of the public good, the committee is recommending that this report in its entirety be made available on the township website for inspection.

In addition, if the town board so wishes, committee members can make themselves available to any public inquiry before and during the Budget Hearing to assist with addressing any questions.



## Budget Processes and Procedures of Townships

The following budget processes and procedures have been produced by the Illinois Department of Commerce and Economic Opportunity (DCEO), last revised in February of 2017, and are reproduced here for completeness. Some items referenced here are applicable to specific forms provided by DCEO. Avon Township elects to use forms produced by their accounting software and are of a substantially similar form. Informational notes have been included indicating where Avon Township has varied their processes and/or procedures from these forms.

### STATUTE REFERENCE

The Municipal Budget Law (50 ILCS 330/1-330/3) requires every Township to annually adopt a Budget & Appropriation Ordinance for town purposes. The ordinance must be adopted by the Board of Trustees before the beginning or within the first three months of the fiscal year. If the fiscal year begins after the levy must be adopted, then the Budget & Appropriation Ordinance must be adopted before the levy. An ordinance is required even when no levy will be made. Funds may be expended until the new budget is passed, within the first three months of the fiscal year.

### FISCAL YEAR

The Board of Trustees have the authority to fix the fiscal year. The Department of Commerce & Economic Opportunity recommends that the fiscal year begin on the 1st of April and end on the 31st of March.

### TENTATIVE BUDGET

The Board of Trustees shall prepare a tentative Budget & Appropriation Ordinance. The Town Clerk shall make such tentative Budget & Appropriation Ordinance conveniently available for public inspection at least 30 days prior to the public hearing and final action. One public hearing shall be held as specified under the heading titled PUBLIC HEARING below.

### ESTIMATING REVENUES

All receipts should be estimated based upon the detail shown in the forms. If any line is not applicable to your Township leave it blank. Blank spaces have been provided for inserting line items that apply to your Township. Estimated property taxes will be based upon last year's levy.<sup>6</sup>

### ESTIMATING EXPENDITURES

Estimating expenditures requires providing adequate detail to satisfy legal requirements, while providing flexibility for daily administration. The recommended forms provide adequate itemization while providing enough detail to satisfy the citizens. The forms favor legal safety, in lieu of flexible administration. It is better to provide more detail than too little detail and be subject to uncertainty about the validity of the ordinance<sup>7</sup>. A separate fund should be established for all special levies (Insurance, Social Security, IMRF, etc.) and general obligation bond issues.

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<sup>6</sup> Avon Township produces a form of a similarly substantial nature from the DCEO recommended form but does not utilize this particular form.

<sup>7</sup> Avon Township forms are and have been compliant with all legal requirements of governing statutes.

## ALLOCATING EXPENDITURES

Expenditures should be allocated according to the amounts provided for in the annual Budget & Appropriation Ordinance. The Municipal Budget Law does not grant any new authority for appropriations. In case of doubt, consult your Township Attorney.

The compensation for the Highway Commissioner and Road District Treasurer must be paid out of the General Town Fund. However, one half of the Highway Commissioner salary may now be paid out of the General Road & Bridge Fund or Permanent Road Fund if approved by the Township Board and the Highway Commissioner. (605 ILCS 5/6-207). The compensation for the Assessor must be paid out of the General Town Fund, Administration Division, not the Assessor's budget.

## CONTINGENCIES

A provision for contingencies should be included in most funds, but especially the General Town Fund. This provision will provide additional coverage to meet unexpected expenditures or shortages in specific line items. The provision for contingencies should be small in comparison to the overall estimated expenditures. Total for contingencies should not exceed 5% of the total expenditures in each fund. The Department of Commerce & Economic Opportunity computerized forms have been programmed to include a 5% contingency. Always remember that "contingencies" are unplanned occurrences not miscellaneous expenses. No expenditures should be charged against the line item contingency. Contingency authorization should be transferred to another line item in the same fund with the Board of Trustees approval.

## ESTIMATING ENDING BALANCE

For each fund, if the Total Funds Available is greater than the Total Expenditures/Appropriations, the difference is reflected as Ending Balance. However, if the Total Funds Available is less than the Total Expenditures/Appropriations, it will be necessary to show additional tax revenue or borrowing. A fund should not show a deficit Ending Balance.

## PUBLIC HEARING

The Municipal Budget Law (50 ILCS 330/3) requires that at least one public hearing be held on the Budget & Appropriation Ordinance. A public notice is required at least 30 days prior to the public hearing by publication in a newspaper, published in the Township.

If no such newspaper exists, a public notice shall be published in a newspaper, published in the county, having general circulation in the Township. If no newspaper is published in the county, then a public notice must be posted in five of the most public places in the Township.

The Property Tax Code (35 ILCS 200/23-35) provides that: (a) The budget was made available for public inspection at least 30 days prior to the hearing and final action; (b) A notice was published at least 30 days prior to the hearing in a newspaper, published in the Township or if none exists, in a newspaper of general circulation in the Township or if none exists, posted in five public places; (c) If the final ordinance as adopted is substantially identical with that submitted at the hearing with no objections as to form, itemization, classification or reasonableness of amount; then the Budget & Appropriation Ordinance shall be sustained against any tax levied, unless the taxpayer had made the same objection in writing to the Board of Trustees, as the case may be prior to the adoption of such budget.

The Town Clerk shall arrange to have the public hearing in accordance with the date, hour and place stated in the public notice.

### ADOPTION OF BUDGET & APPROPRIATION ORDINANCE

The Board of Trustees should consider the Budget & Appropriation Ordinance at a public hearing. The Ordinance must be adopted at the public hearing.

### RECORDING THE BUDGET & APPROPRIATION ORDINANCE

One copy of the Budget & Appropriation Ordinance, as approved by the Board of Trustees, should be signed by the Chairman and Town Clerk and bound into the record book of the Township. Be sure that all dates, names, amounts and other entries are properly completed. A certified copy is required to be filed with the County Clerk within 30 days after adoption.

### TAX LEVY ORDINANCE

The Tax Levy Ordinance is determined and adopted by the Board of Trustees. The Truth-in-Taxation Act should be followed when adopting the Tax Levy Ordinance. A signed copy of the ordinance should be filed in the official record book. The amount levied and estimated to be collected will be appropriated the following year. The date inserted on form DCEO #3 will be for the current year, collectable in the following year <sup>8</sup>.

### TAX LEVIES

Electors must approve all bond levies, which include a schedule of repayment. A copy of the bond resolution is filed with the County Clerk. No annual Certification of Tax Levy for bonds is required. The County Clerk will extend annually taxes for the bond issue unless an abatement certificate has been filed. The Board of Trustees levy for all taxes.

Do not levy for the payment of either the principal or interest on Tax Anticipation Warrants. The retirement of Tax Anticipation Warrants are to be treated as a reduction of receipts in the Budget & Appropriation Ordinance.

### CERTIFICATION OF TAX LEVY ORDINANCE

The Certification of Tax Levy Ordinance, with attached Tax Levy Ordinance, must be filed by the Town Clerk with the County Clerk on or before the last Tuesday in December. A Certificate of Compliance with the Truth-in-Taxation Act should also be filed. A copy should be retained in the Township records for inspection by the citizens.

### RELATIONSHIP BETWEEN LEVY & BUDGET

The amount budgeted and the amount levied are not always the same for several reasons:

- (1) The budget represents expenditures to be paid out of cash on hand for a certain fiscal year;
- (2) Some expenditures may be paid by sources other than property taxes;

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<sup>8</sup> The Tax Levy Ordinance form DCEO #3 is not material to this report.

(3) Some expenditures may be paid from cash received from prior year's taxes or delinquent taxes;

(4) Most townships will not receive cash in the current fiscal year from taxes levied in December, unless Tax Anticipation Warrants are issued.

All differences between the levy and the budget of the same fund should be explained by one of the circumstances mentioned above or any other reasonable occurrence. One example might be if the Board of Trustees included in the 2009 tax levy money for a new town hall. The taxes would be extended and collected in 2010. The expenditure for the new town hall would be shown in the budget for the fiscal year 2010-2011.

It is necessary to budget and appropriate even when no tax levy is made, if revenues are expected from other sources or expenditures are to be made from money on hand. The requirement that an ordinance be adopted does not presuppose a tax levy. (50 ILCS 330/2)

#### TRANSFER OF APPROPRIATION

The Board of Trustees can make transfers between line items within any fund in the Budget & Appropriation Ordinance not exceeding in the aggregate 10 percent of the total amount appropriated in each fund. The transfer can be made from any unexpended balance of an appropriated line item to any other appropriated line item in the same fund. Do not make transfers between appropriated line items in different funds.

#### AMENDMENTS TO BUDGET & APPROPRIATION ORDINANCE

The Board of Trustees may amend the Budget & Appropriation Ordinance during the year by the same procedure as is provided for its original adoption.

#### NON-COMPLIANCE WITH MUNICIPAL BUDGET ACT

Failure to adopt or pass an annual Budget & Appropriation Ordinance or to comply with any provision of the Act, shall not affect the validity of any Tax Levy Ordinance adopted by the Township, if it was in conformity with the law. No legal expenditures may be made unless a Budget & Appropriation Ordinance has been adopted. The levy is merely the means to obtain by taxation the money to be spent as authorized by the Budget & Appropriation Ordinance. A taxpayer could not object to a tax levy based upon non-compliance with the Municipal Budget Act, but could seek relief from allowing expenditures of such funds without a properly adopted Budget & Appropriation Ordinance.

#### TRANSFER OF SURPLUS FUNDS

If the Township plans to transfer surplus funds to the Road District or any other township fund from the General Town Fund, be sure to record the expenditure being transferred on the respective fund in the township budget. The amount transferred should also be recorded as a revenue in the appropriate fund. Electors approval is required for the transfer of funds to the Road District. (60 ILCS 1/245-5)

#### BEGINNING/ENDING BALANCE

Includes: Cash (Checking), Savings Accounts, Certificate of Deposits, Money Market Accounts and all other related investments. Beginning balance may also include an amount received from the supervisor's predecessor.

## Final Budget and Appropriations Recommendation

The appropriations presented as Appendix A – Town Fund, Assessor and General Assistance Budget are hereby recommended for approval and submission for public inspection and public comment, hearing and adoption subject to the Budget Processes and Procedures of Townships and all statutes incorporated therein or otherwise implied.

The appropriations presented as Appendix B – Road & Bridge and Permanent Hard Road Budget are hereby recommended for approval and submission for public inspection and public comment, hearing and adoption subject to the Budget Processes and Procedures of Townships and all statutes incorporated therein or otherwise implied.

## Certification of Report Issuance

This report and contained appendices have been approved by a roll-call vote of the general committee membership taken at the April 12, 2022 meeting of the Avon Township Finance Committee.

	Aye	Nay
Haley	<u>X</u>	___
Dobrow	<u>X</u>	___
Repa	<u>X</u>	___
Francisco	<u>X</u>	___
Schultz	<u>X</u>	___
Jersey	<u>X</u>	___

Attest

---

Kristal Larson – Secretary

## Appendices



solutions for a connected world

P: (847) 965-8044

E: dmeyer@solus.net

W: www.solus.net

**Proposal created for**

## **Transition to Solus IT**

Quote # 000445  
Version 2

Prepared for:

**Avon Township**

Prepared by:

**Solus, LLC**



## Proactive Service Order

Product Details	Qty	Discounted Price	Total Recurring
<b>Pro-Active Workstation (PAS/AV)</b> Pro-Active Workstation (SP) Advanced Workstation Monitoring. Windows Patch Management Antivirus Software	7	\$10.00	\$70.00
<b>Managed Backup - Workstation</b> Managed Backup - WS (SP) Managed local and remote backup of Workstations. (SP)	7	\$10.00	\$70.00
<b>Pro-Active Server</b> Pro-Active Server (SP) Server Advanced Monitoring. Windows Patch Management Antivirus Software	1	\$100.00	\$100.00
<b>Managed Backup - Server</b> Managed Backup - Server Managed local and remote backup of Servers.	1	\$50.00	\$50.00

Customer will notify Solus of any addition or removal of users, servers, workstations, or devices to the services. If the quantity changes, the monthly fees may increase or decrease to reflect the actual quantity on the next monthly invoice. Solus may change the monthly fees for the services or any component of the proactive services upon renewal of the service order

Note \* A one year term of this agreement with auto-pay will include the initial configuration of managed services.

Remediation of issues found upon installation or any time following installation would be billable at the client's current hourly rates.

Additional charges may be incurred for shipping, onsite set up or changes made to the services or devices after the initial installation.

## Proactive Service Order

Product Details	Qty	Discounted Price	Total Recurring
<p><b>Additional Terms &amp; Conditions</b></p> <ul style="list-style-type: none"> <li>• Customer is responsible for supplying all equipment necessary to access the Services (e.g., Internet access etc.) provided under this service order.</li> <li>• All services provided under this service order are subject to customer's compliance with applicable third-party terms which will be provided upon request and which are incorporated herein by reference.</li> <li>• Access to additional services may be purchased through a new service order or a change order, as needed.</li> <li>• For backup services, all data is deleted after 30 days from termination of the service or sooner at customer request.</li> <li>• Third Party Terms <a href="https://www.n-able.com/legal/software-services-agreement">https://www.n-able.com/legal/software-services-agreement</a></li> </ul>			
Monthly Subtotal:			<b>\$290.00</b>

## One Time Services

Product Details	Qty	Ext. Price
<p><b>Labor - Audit</b></p> <p>Audit of current environment.</p>	2	\$300.00
Subtotal:		<b>\$300.00</b>

## Transition to Solus IT

### Quote Information:

**Quote #: 000445**

Version: 2

Delivery Date: 04/08/2022

Expiration Date: 04/30/2022

### Prepared for:

**Avon Township**

433 E. Washington St.

Round Lake Park, IL 60073

Kristal Larson

(847) 445-3920

klarson@avonil.us

### Prepared by:

**Solus, LLC**

Donna Meyer

224-592-1403

dmeyer@solus.net



## Quote Summary

Description	Amount
One Time Services	\$300.00
<b>Total:</b>	<b>\$300.00</b>

## Monthly Expenses Summary

Description	Amount
Proactive Service Order	\$290.00
<b>Monthly Total:</b>	<b>\$290.00</b>

## Payment Options

Description	Payments	Interval	Amount
Term Options			
<b>12 Month</b>	<b>12</b>	<b>Monthly</b>	<b>\$290.00</b>
	<b>1</b>	<b>One-Time</b>	<b>\$300.00</b>

## Summary of Selected Payment Options

Description	Amount
<b>Term Options: 12 Month</b>	
Selected Recurring Payment	\$290.00
<b>Total of Payments</b>	<b>\$300.00</b>

12 Month Term.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

By accepting and signing this agreement I acknowledge that I have the authority to act on behalf of the business and I accept the full terms and conditions as outlined in this PDF including any agreements and addendum attached.

This proposal/quote is no longer valid after the expiration date shown above or if a new version has been issued by Solus, LLC. This proposal/quote supersedes all previous versions.

**Solus, LLC**

**Avon Township**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Donna Meyer

Name: Kristal Larson

Title: Business Manager

Date: \_\_\_\_\_

Date: 04/08/2022

## Standard Consulting Agreement

This Agreement (“Agreement”) is made as of the date of execution by and between **Avon Township** having its principal executive offices at **433 E. Washington St., Round Lake Park, IL 60073 (“Avon Township”)**, and Solus, L.L.C., an Illinois Limited Liability Company, having its principal executive offices at 7358 N Lincoln Ave, Suite 110, Lincolnwood, IL 60712 (“Solus”). In consideration of the mutual covenants set forth below, the parties agree as follows:

### 1. Consulting Services.

During the term of this Agreement, Solus agrees to provide non-exclusive consulting and contracting services in the areas of Information Technology integration (“Consulting Services”) as reasonably required by Avon Township. Avon Township will provide information, prompt access to equipment and fully equipped office space necessary to perform the Consulting Services.

### 2. Term.

The term of this Agreement will be **one (1) year** (the “Initial Term”) unless earlier terminated as provided herein. This Agreement will automatically renew for successive one (1) year periods after the Initial Term and continue until terminated in accordance with paragraph 5 below.

### 3. Consulting Fees.

Avon Township will be invoiced each month for Consulting Services provided by Solus in the previous month. Invoices will include fees for Consulting Services as set forth in paragraph 17 below and Solus’ travel and out of pocket expenses approved by Avon Township. Avon Township will make payment within 30 days of the invoice date. Avon Township will pay a late fee of one percent (1%) per month or the maximum amount allowed by law, if less, on all past due amounts.

### 4. Independent Contractor.

In providing services hereunder, Solus will operate as and have the status of an independent contractor, and its consultants will not be deemed employees or agents of Avon Township for any purpose. Solus consultants will not be eligible to participate in any profit sharing, pension, insurance or other benefit plans applicable to the employees of Avon Township or its affiliates. In addition, Solus and its contractors will be solely responsible for the payment of compensation to their employees, including provision for all employment taxes, workmen’s compensation, and similar tax associated with employment.

### 5. Termination.

Either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other party but despite any termination, Avon Township will still be required to promptly pay Solus for all work through the date of termination. If Solus should be unable to fulfill the terms of this Agreement for any

reason, including but not limited to illness or disability of its consultants, Avon Township will only be obligated to make payment based on the Consulting Services that were provided by Solus prior to termination.

## **6. Confidential Information.**

Solus agrees that it will not disclose to anyone, either during the period of this Agreement or after its termination, any business data, trade secrets, or other confidential information of Avon Township that is not available to the public and is acquired by Solus in the course of Solus' Consulting Services under this Agreement and pertaining to any business activity of Avon Township or its affiliates, nor make any use of that confidential information, except as required in the performance of its Consulting Services for Avon Township.

Nothing contained in this Agreement will in any way restrict or impair Solus' right to disclose or use information which: (a) at the time of disclosure to Solus is publicly known; (b) after disclosure to Solus becomes publicly known through no fault of Solus; (c) was in Solus' possession prior to the time of disclosure to Solus and was not acquired directly or indirectly from Avon Township or any person, firm or corporation acting on its behalf; or (d) was acquired by Solus independently from a third party without breach of agreement or violation of law. Solus may disclose information of Avon Township if requested to do so by subpoena or other process of law, in which case Solus will promptly notify Avon Township of such request in order to give Avon Township an opportunity to object to and attempt to stop or limit that disclosure.

## **7. Ownership of Documents and other Intellectual Property.**

Upon payment, all documents, intellectual property and information that Solus may prepare or develop during the course of this Agreement for Avon Township will become the property of Avon Township. Solus agrees to deliver those materials to Avon Township upon the expiration or earlier termination of this Agreement or when requested by Avon Township from time to time.

## **8. Authority.**

Neither party will have any authority to make any commitment or incur any obligation on behalf of the other.

## **9. Disclaimer, Limitation of Liability.**

Except as set forth in a Schedule, Solus disclaims all warranties of any kind, including warranties of merchantability, fitness for a particular purpose, title and non-infringement and all services and deliverables are provided "AS IS." Under no circumstances will either party be liable to the other for any special, indirect, incidental, exemplary, punitive or consequential losses (including, without limitation, lost data and lost profits) or damages, even if the party was aware of the possibility of those losses or damages. In no event will either party be liable to the other for any losses or damages in an aggregate amount in excess of the fees paid or to be paid by Avon Township to Solus hereunder.

## **10. Software Piracy.**

Avon Township warrants that all copies of software provided to Solus related to the Consulting Services are properly licensed. Avon Township will defend, indemnify and hold harmless Solus, its consultants, employees and agents from and against all claims, suits, proceedings, costs, and expenses (including, without limitation, attorneys' fees) arising from or related to any software provided by Avon Township related to the Consulting Services.

### **11. Work at Avon Township.**

For any work performed by Solus consultants at facilities of Avon Township or any affiliate, Solus will comply with all reasonable policies and procedures of the facility pertaining to security, industrial safety, work authorization and other facility administrative controls. Solus consultants will bill a minimum of one hour for all Consulting Services performed by Solus consultants at the facilities of Avon Township or any of its affiliates.

### **12. Governing Law; Consent of Jurisdiction.**

The validity, interpretation and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Illinois. In the event of any dispute, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Cook County Illinois for the resolution of the dispute.

### **13. Technology Referrals.**

Solus may have formal alliance agreements with some software and hardware vendors, as well as informal relationships, and preferred integrator arrangements with certain software vendors. Consequently, referral fees may be paid to Solus by vendors as a result of purchases Avon Township makes on projects for which Solus is providing Consulting Services. Avon Township acknowledges and agrees that Solus is in no way responsible for the performance of referred vendors or any liability related to products or services provided by referred vendors. Solus may also provide third party software or services as a convenience for Avon Township including but not limited to Antivirus protection and backup services. Avon Township acknowledges that any liability arising out of the use of these products or services is subject to the end user license agreement between Avon Township and the vendor.

### **14. Notices.**

All notices and other communications under this Agreement from Avon Township to Solus will be in writing and will be sent via email as well as tracked mailing method to the attention of Stuart Gabel (sgabel@solus.net) at Solus located at 7358 N Lincoln Ave, Suite 110, Lincolnwood, IL 60712. Solus will give notice via email to the Primary Business contact as well as tracked mailing method to Avon Township to the following address: 433 E. Washington St., Round Lake Park, IL 60073. Either party may change its address by notifying the other party in the above manner. Notices will be deemed received upon the earlier of their actual receipt or refusal of delivery.

## **15. Entire Agreement.**

This Agreement constitutes the entire agreement between Avon Township "Avon Township" and Solus, and supersedes all prior and contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter of this Agreement. No agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by the parties. No waiver will be effective unless in writing and signed by the party against whom which the waiver is sought to be enforced.

## **16. Miscellaneous.**

The paragraph headings contained in this Agreement are for convenience of reference only and will not be used in the interpretation of this Agreement. Customer agrees that it is Customer's responsibility to comply with all laws and regulations related to Customer and Customer's use of the Services, including without limitation compliance with all privacy, HIPAA, accessibility standards, etc. Neither party shall be liable to the other for failure or delay in the performance of a required obligation if that failure is beyond that party's reasonable control. If any provision of this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if the invalid or unenforceable provision had not been a part of the Agreement. Executed duplicates, counterparts, copies and tele-faxes of this Agreement will be treated as originals and will be binding on the parties as if originals.

## **17. Rate Schedule.**

Consulting Services will be provided to Avon Township by Solus consultants at the rates stated in the attached schedule. If Solus will employ additional consultants, both parties will cooperate in good faith to determine the rates to be applied. Solus may adjust its rates at any time upon no less than thirty (30) days' notice to Avon Township.

## **18. Non-Solicitation of Employees.**

Each of the parties hereto agrees that neither party will, during this Agreement and for a period of eighteen (18) months following the termination of this agreement, solicit or offer employment to the other party's consultants, employees and sub-contractors, either directly or on a consulting, contract or other indirect basis, unless mutually agreed upon by both Solus and Avon Township.



## Rate Schedule for SupportProbe Clients

### **SOLUS RATE SCHEDULE**

This Schedule will be effective as of the date an agreement is signed by AVON TOWNSHIP.

#### **Professional Services Rates - Discounted for SupportProbe Clients**

##### Remote Support Rates\*

Remote Standard Consultant Rate : \$105 per hour (Grandfathered *SupportProbe* Rate)

Remote Senior Consultant/Project Manager Rate: \$150 per hour

##### Onsite Support Rates

Standard Consultant Rate: \$120 per hour

Senior Consultant/Project Manager Rate: \$150 per hour

Billing will be at 1.5 times the rate stated above for services required:

- 1) Outside of normal business hours (8:00 am to 6:00 pm CST ) that are approved in advance by **AVON TOWNSHIP**
- 2) Anytime on weekends;
- 3) Anytime on federal holidays; and
- 4) On an emergency (unplanned/unscheduled) basis.

\* For Reference, Solus 2022 New Client Rates are: Standard Consultant \$135 & Senior Consultant/Project Manager \$165

## MSA

**Managed Services Addendum to the  
Standard Consulting Agreement by and between  
Solus, LLC And Avon Township**

THIS ADDENDUM ("Addendum") is entered into as of the date of approval and is by and between Solus, LLC, and Avon Township ("Customer") and incorporates by reference the terms and conditions of that certain Consulting Agreement by and between the parties ("Agreement"). Except as specifically provided below, capitalized terms used in this Addendum will have the meaning set forth in the Agreement.

Except as amended by this Addendum, all other provisions of the Agreement will continue without change, in full force and effect.

The term "Agreement" includes the Consulting Agreement by and between the parties, each Service Order, any exhibit or other attachment referenced in the Consulting Agreement, this Addendum, a Service Order, and any other writing which incorporates by reference any of them if executed by each of the parties. If a term in this Addendum, a Service Order, exhibit or other attachment conflicts with a term in the Consulting Agreement, the provisions of this Addendum, Service Order, exhibit or other attachment will prevail. If a term in a Service Order, exhibit or other attachment conflicts with a term in this Addendum, the provisions of this Addendum will prevail unless the term in the Service Order, exhibit or other attachment specifically states that it supersedes a specific term in this Addendum.

### 1. DEFINED TERMS

Some words used in the Addendum have particular meanings:

1.1 "**Base Services**" means the services described as "Base Services" in a Service Order.

1.2 "**Equipment**" means the hardware or other equipment Solus places at Customer's sites which is used to perform the Services for those Services where placement of Equipment at Customer's Location is applicable.

1.3 "**Location**" means the address set forth in the Service Order.

1.4 For purposes of this Addendum and any Service Order, exhibit or attachment entered into under it, "**Service**" or "**Services**" means the Base Service and any Supplemental Services Solus may provide to Customer.

1.5 "**Service Commencement Date**" means the date on which the Services are made accessible to Customer, regardless of whether or not Customer access those Services, as applicable.

1.6 "**Service Email Address**" means that email address registered by Customer with Solus as the official

address for sending and receiving communications related to the Services.

1.7 "**Supplemental Service**" means any service Solus provides to Customer other than Base Services.

## **2. SOLUS OBLIGATIONS**

2.1 Solus will provide the Base Service for the term of each applicable Service Order.

2.2 Solus will perform those Supplemental Services that Solus agrees with Customer in writing to perform. Customer may order or authorize such Supplemental Services by sending an email to Solus originating from the Service Email Address, but not from any other email addresses.

## **3. CUSTOMER OBLIGATIONS**

3.1 Customer will use reasonable security precautions in light of Customer's use of the Services, including encrypting any information sent to, from or stored on the Services or a Solus device which:

- (i) identifies an individual, such as name, social security number or other government issued number, date of birth, address, telephone number, biometric data, mother's maiden name;
- (ii) is "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4);
- (iii) is "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103; or
- (iv) is other personally identifiable information;

3.2 Customer will comply with the laws applicable to Customer's use of the Services.

3.3 Customer will cooperate with Solus' reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement.

3.4 Customer is responsible for keeping its billing, contact and other account information (including without limitation the Service Email Address) up to date.

3.5 Customer must pay when due the fees for the Services stated in the Service Order(s) or other agreement between the parties. All payments required by this Agreement will be made in United States dollars.

3.6 Customer is responsible for its use of the Services. Customer is responsible, without limitation, for obtaining appropriate permission to use, store, transmit and access any data, documentation, information or other materials stored on, transmitted through or used with the Services. Customer is responsible for use of the Service by any third party to the same extent as if Customer were using the Service itself. Solus will

provide support only to Customer.

3.7 If Equipment is placed at Customer Location, Customer agrees to hold that Equipment in bailment for Solus, as set forth in Exhibit A.

#### **4. NOT INCLUDED**

The Services do not include, and Solus will not provide access to any hardware or software not set forth on a Service Order. The Service is limited to services set forth on the applicable Service Order. Solus only provides technical support ( *e.g.* assistance with software or services connected to the Services) under a separate written agreement with Customer. Access to additional Services may be purchased via a new Service Order.

#### **5. WARRANTY AND DISCLAIMER OF WARRANTY**

5.1 During each term of each Service Order, Solus warrants that it will provide the Services in a professional and workmanlike manner, in accordance with applicable industry standards for supply managed services.

**5.2 Solus does not represent or warrant that the Services will be uninterrupted, error-free, or completely secure. Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of Customer privacy and property or disclosure of Confidential Information.**

**5.3 Except as set forth in this Agreement, Solus disclaims all warranties of any kind, including warranties of merchantability, fitness for a particular purpose, title and non-infringement. Customer is solely responsible for the suitability of the Service chosen. Unless set forth in a Service Order, Supplemental Services are performed on an "AS IS, AS AVAILABLE" basis.**

5.4 Solus does not promise to back up Customer's data which may be stored on the Equipment ( *e.g.* configuration settings, voice mail messages) unless Customer has purchased back up services, as indicated in a Service Order. Solus does not promise to retain the data back-up for longer than the agreed data retention period, if any, set forth in the Service Order.

#### **6. UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR USE OF THE SERVICES**

Solus is not responsible to Customer for unauthorized access to Customer data or the unauthorized use of the Equipment or Services. Customer is responsible for the use of the Services and Equipment by any of its employees, or by any person to whom Customer has given access to the Services or Equipment, and any person who gains access to Customer data, the Services or Equipment as a result of Customer's failure to use adequate security precautions, even if that use was not authorized by Customer. Solus is not responsible for unauthorized access to Customer's Service Email Address, and Customer will be held responsible for the contents of any messages originating from the Service Email Address, including without limitation authorization of any Supplemental Services.

## 7. TERM, TERMINATION AND SUSPENSION

7.1 *Term.* The initial term of each Service Order begins on the Service Order Commencement Date and continues for the period stated in the Service Order. Upon expiration of the initial term of each Service Order, **that Service Order's term will automatically renew for successive one (1) year terms unless either party notifies the other in writing, 30 days in advance of expiration of the then-current term, that it will not renew the Service Order** . This Addendum will remain in effect as long as any Service Order under it remains in effect.

### 7.2 *Termination for Breach*

7.2.1 Customer may terminate a Service Order, or all the Service Orders and the Agreement, for breach if: ( i) Solus materially breaches its obligations under the Agreement and does not remedy that failure within 30 days of Customer's written notice describing the failure in detail.

7.2.2 Solus may immediately terminate a Service Order or all the Service Orders and the Addendum for breach if:

- (i) Solus discovers that the information Customer provided to Solus for the purpose of establishing the Services is materially inaccurate or incomplete;
- (ii) the individual signing the Agreement or a Service Order did not have legal right or authority to enter into the Agreement or Service Order on behalf of the person represented to be the customer;
- (iii) Customer's payment of any invoiced amount is overdue and Customer does not pay the overdue amount within 5 days of Solus' written notice;
- (iv) Customer breaches any obligation relating to Solus' or its supplier's intellectual property rights; or
- (v) Customer materially fails to comply with any other provision of the Agreement and does not remedy that failure within 30 days of Solus' notice to Customer describing the failure in detail.

7.3 *Termination for Convenience.* Either party may terminate a Service Order upon thirty (30) days' prior written notice after the initial term. Customer will pay monthly fees for the remainder of the current term of service and Solus will deliver Services for that period.

7.4 *Effect of Termination.* Solus will not be liable to Customer for any claims or damages of any kind arising out of termination of this Addendum or any Service Order in accordance with this Section 7. Upon termination or expiration of this the Agreement, this Addendum or any Service Order, Customer will immediately cease: (i) use of the Equipment (if applicable) and Services; and (ii) use of other materials

provided by Solus. Customer will return the Equipment (if applicable) and all of Solus' Confidential Information. Upon termination of this Agreement, each party will remain obligated to pay the other any amounts owed to the party that accrued prior to termination of this Agreement. The provisions of Sections 1, 3.5, 3.6, 3.7, 5.2, 5.3, 6, 7.3, 7.5, 8, 9, 11, 12, and 15 will survive any termination or expiration of this Agreement.

**7.5 Suspension.** Customer agrees that Solus may suspend access to the Services without liability pursuant to Section 6 or 7.2 or if: (i) Solus reasonably believes that the Services are being used in violation of law or the Agreement; (ii) Customer does not cooperate with Solus' reasonable investigation of any suspected violation of the Agreement; (iii) there is an attack on the Services, the Services are accessed or manipulated by a third party without Customer's consent, or there is another event for which Solus reasonably believe that the suspension of Services or access to the Services is necessary to protect the Solus network or Solus' other customers; or (iv) if required by law. If permitted to do so, Solus will give Customer advance notice of a suspension under this Section of at least twelve hours unless Solus determines in Solus' reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Solus, its customers, or others.

## **8. FEES**

**8.1** Customer's first invoice may include an initial one-time set-up fee and a prorated portion of the monthly recurring fee from the Service Commencement Date to the last day of the then-current calendar month. Notwithstanding Section 3 Consulting Fee of the Agreement, the initial invoice and monthly recurring fees will be billed monthly in advance on or around the first day of each calendar month. Non-recurring fees will be billed monthly in arrears. Fees for any Supplemental Services will be billed in the amounts and at such times as agreed by the parties in writing.

**8.2** Fees are due on receipt of invoices. Solus may suspend all Services (including Services provided pursuant to any unrelated Service Order or other agreement Solus may have with Customer) if payment of any invoiced amount is overdue, and Customer does not pay the overdue amount within 5 days of Solus' written notice to Customer's billing contact. Customer agrees that if Customer's Service is reinstated after a suspension for non-payment, Customer will pay a reasonable reinstatement fee. If any amount is overdue by more than thirty days and Solus brings a legal action to collect it, Customer must also pay Solus' reasonable costs of collection, including attorney fees and court costs. Customer will pay a late fee of 1½% per month or the maximum amount allowed by law, if less, on all past due amounts.

**8.3** Solus may increase the fees for the Base Service on 30 days' advance written notice after the initial term of the agreement.

**8.4** If Solus is required by law to pay or collect taxes on the provision of the Services, Customer must pay Solus the amount of the tax that is due or provide Solus with satisfactory evidence of Customer's exemption from the tax.

## **9. INDEMNIFICATION**

9.1 If Solus, Solus' affiliates, or any of their respective employees, agents, or suppliers is faced with a legal claim by a third party arising out of Customer's actual or alleged violation of law, failure to meet the security obligations required by the Agreement, violation of Customer's agreement with Customer's customers or end users, or violation of Section 15.1 (Export Matters) of this Addendum, then Customer will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on Solus as a result of the claim. Customer's obligations under this subsection include claims arising out of the acts or omissions of any person who gains access to the Services even if the acts or omissions of such persons were not authorized by Customer.

9.2 Customer must also pay reasonable attorney fees and any other expenses Solus may incur in connection with any dispute between persons having a conflicting claim to control Customer's account with Solus, or any claim by Customer's customer or end user arising from an actual or alleged breach of Customer's obligations to them.

9.3 Solus will promptly notify Customer of a claim that is covered by this Section and provide Customer reasonable, non-monetary cooperation, at Customer's expense.

## **10. SOFTWARE**

Unless otherwise allowed by law, Customer may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software Solus provides or allows Customer to use. In addition to the terms of Solus' Agreement, Customer's use of any third party software is governed by the applicable license terms that appear at [here](#) and [here](#) or which are referenced in the applicable Service Order. Customer will not resell any part of the Services.

## **11. NOTICES**

In addition to the notice provided pursuant to the Agreement, Solus may give any notice under this Agreement by sending that notice to Customer's Service Email Address registered with Solus.

## **12. OWNERSHIP OF PROPERTY**

Each party retains all right, title and interest in its respective trade secrets, inventions, copyrights and other intellectual property. Customer does not acquire any ownership interest in or right to possess the Equipment (except as set forth in Exhibit A), hardware or software Solus uses to provide the Services. Except as set forth in Exhibit A, Customer has no right of physical access to the hardware.

## **13. INTELLECTUAL PROPERTY INFRINGEMENT**

If Solus or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Solus is not reasonably able to obtain the right to use the infringing



element or modify the Services such that they do not infringe, then Solus may terminate this Agreement on reasonable notice to Customer, and Solus will not have any liability on account of that termination except to refund amounts paid for Services not used as of the time of termination.

#### **14. FORCE MAJEURE**

Neither party will be responsible for, nor be in default under this Addendum due to any delays or failure of performance (except payment obligations) resulting from acts or causes beyond its reasonable control including acts of God, third party strikes, lockouts, communications line, failure of the Internet, power failures, floods, earthquakes or other disasters ("Force Majeure Events"). In the event that either party is unable to perform any of its obligations under this Addendum because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance.

#### **15. GENERAL**

15.1 *Export Matters.* Customer agrees to conform to all United States Export Administration Regulations in force during this Agreement. Customer understands that these regulations may prohibit the export or re-export of documentation, and any information or technical data related to the Services.

15.2 Notwithstanding Section 12 Governing Law; Consent of Jurisdiction, of the Agreement, Solus may seek or enforce injunctive or equitable relief in any court. The parties agree the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded. The parties agree not to bring any claim more than 2 years after the date it first accrued.

15.3 *Amendments.* This Addendum may be amended only by a formal written agreement signed by both parties.

15.4 *Publicity.* Customer agrees that Solus may publicly disclose that Solus is providing services to Customer and may include Customer's name on its website. Neither party may publicly use the other party's logo or other trade or service mark without permission.

15.5 *Assignment.* Customer may not assign this any Service Order or this Addendum or any of its rights under any Service Order or this Addendum, (including by way of merger or acquisition) without Solus' prior written consent. Any attempted assignment in violation of this provision will be void. Solus may assign the Agreement, this Addendum or all or some of the applicable Service Orders in whole or in part as part of a corporate reorganization or a sale of Solus' business.

15.6 *Severability, Waiver, No Agency, Captions.* The waiver by a party of any breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or any other, obligation.



## Exhibit A

### Bailment Provisions

In consideration of the mutual promises set forth below, Solus agrees to deliver and allow Customer to possess the Equipment solely to access the Services and Customer agrees to accept and hold in bailment the Equipment for Solus, subject to the terms and conditions of this Agreement. During the term of the bailment under this Agreement, the Equipment will solely be used by Customer solely to access the Services for Customer's own commercial use at the Location. Solus and Customer agree that the Equipment is delivered and held in bailment subject to and in accordance with the following additional terms and conditions:

1. Customer will use the Equipment exclusively for Customer's own commercial use.
2. Solus reserves the right to inspect the Equipment at any time whatsoever for the purpose of verifying Customer's compliance with this Addendum.
3. Customer agrees to deliver to Solus annual reports documenting the status of the Equipment.
4. **Customer's use of the Equipment will comply with all applicable laws and regulations and with all applicable requirements and instructions provided by Solus.**

**The Equipment is not being sold or leased to Customer. Title to the Equipment remains with Solus, and Customer may not purchase, sell, lease, mortgage, borrow against, pledge or otherwise create a legal or equitable interest for itself or by any third party in the Equipment. Customer will segregate the Equipment from its own and will not obscure or remove any markings from the Equipment. Customer may not represent to any person, Customer or Governmental Agency that the Equipment is other than Solus' property.**

**Solus maintains the right to demand the return of the Equipment at any time upon any termination, expiration, assignment (by operation of law or otherwise) of the applicable Service Order or the rejection of the Agreement by a trustee in connection with a bankruptcy or insolvency proceeding. Thereafter, upon request by Solus, Customer will cease using and will return the Equipment to Solus at the time and place indicated by Solus. Upon return to Solus, the Equipment will be in the same condition as when delivered to Customer, ordinary wear and tear excepted. All expenses, such as transportation costs, will be the**

**exclusive responsibility of Customer.**

**Customer will not, under any circumstances, directly or indirectly, in whole or in part, relocate the Equipment from the Location or sell, lease, license, assign, convey, loan, give or otherwise transfer the Equipment to any third party without the prior written consent of Solus. If Solus, in its sole discretion gives that consent, Customer will also obtain that third party's agreement to be bound by the terms and conditions of this Agreement.**

**Customer hereby authorizes and consents to Solus' filing of the UCC financing statement and any other precautionary filings regarding the Equipment and agrees that the UCC financing statement and other precautionary filings regarding the Equipment may indicate that some or all of the Equipment is held by Customer as a bailee.**



2022 F350

2022 F250

COSTS

ITEM	QUOTE 1	QUOTE 2	QUOTE 3
F350 - STATE CONTRACT	\$51,755.00 MORROW BROTHERS	NA	NA
F250 4x4 PICKUP STATE CONTRACT	\$39,310.00 MORROW BROTHERS	NA	NA
WESTERN 9" PLOW LIGHTS/CONTROLS/ASSEMBLY	\$6875.28 HERMAN BROTHERS	\$7431.60 AUTO TRUCK EQUIP	\$7969.00 DELFS GARAGE



# QUOTE

**HERMAN BROTHERS**

18451 W. Gages Lake Road

Gages Lake, IL 60030

PH: 847-223-3332 FAX: 847-223-2257

[hermanbrothersplows@gmail.com](mailto:hermanbrothersplows@gmail.com)

DATE: March 9, 2022

EXPIRATION DATE [Date]

TO: Avon Township Hwy. Dept.  
 [Company Name]  
 [Street Address]  
 [City, ST ZIP Code]  
 [Phone]

TRUCK MODEL	MAKE	YEAR	UNIT/STK #	TAX EXEMPT?	P.O. #

QTY	ITEM #	DESCRIPTION	UNIT PRICE		LINE TOTAL
2.00	Iutpp90	Western 9Ft. Pro Plus snowplows with LED plow lights and hand held controls	\$6,100.00		\$12,200.00
2.00	62220-1	rubber snow deflectors	\$281.60	\$225.28	\$450.56
2.00		Assemble and install snowplows	\$550.00		\$1,100.00

Quotation prepared by: \_\_\_\_\_  
 To accept this quotation, sign here and return: \_\_\_\_\_

<b>SUBTOTAL</b>	\$13,750.56
<b>SALES TAX 7% exempt</b>	
<b>LABOR</b>	\$0.00
<b>TOTAL</b>	\$13,750.56

**THANK YOU FOR YOUR BUSINESS!**

Auto Truck Equipment & Repair LLC

1201 Pryor St.  
Silver Lake, WI 53170

# Estimate

Date	Estimate #
3/8/2022	339

Name / Address
Avon Township Hwy Dept

Project

Description	Qty	Rate	Total
Western 9' Pro Plus Plow-Assembled & Installed *LED lights *Handheld Control Blade Serial # Hydraulic Serial # Western Rubber Snow Deflector	1	7,150.00	7,150.00T
Western Rubber Snow Deflector	1	281.60	281.60T
**Estimate valid for 14 days** Exempt		0.00%	0.00
<b>Total</b>			\$7,431.60





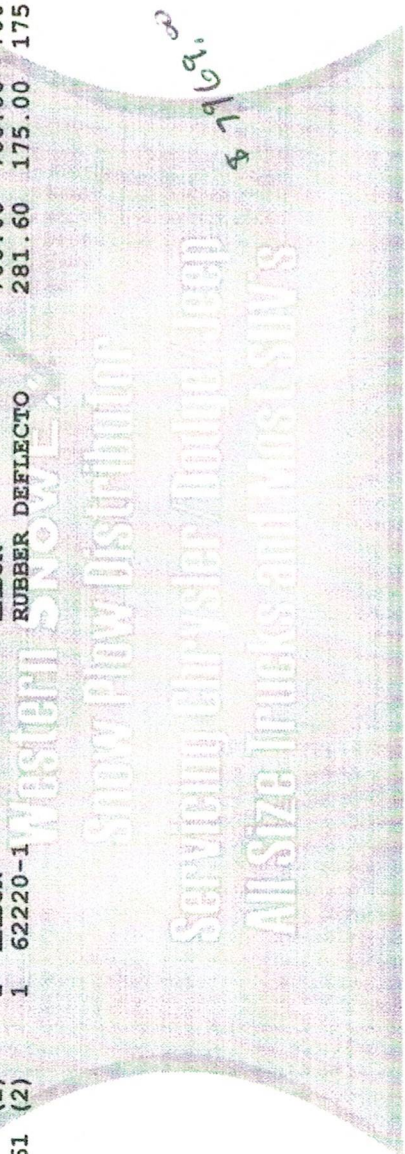
WAUKEGAN, ILLINOIS 60085  
 Phone (847) 623-1492 Fax (847) 623-4253  
 www.delfsgarage.com

Servicing Chrysler/Jeep  
 All Sizes Trucks and Most SUV's

INVOICE NO. 001956	CUSTOMER NO. AVON31	PO # S1	CUSTOMER NAME AVON TOWNSHIP HYW DEPT	DATE 03/08/22
CHECK OUT WHATS NEW FOR WESTERN PRODUCTS SNOW EX PRODUCTS			389 W MAIN ST HAINESVILLE IL 60073 EKULAGAVONIL.US H: (847) 875-5887 C: (847) 525-3302	

**Customer Quote**

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	76901	2686.00	.00
1	31270	574.00	.00
1	75700-3	3445.00	.00
1	74973-1	299.20	.00
1	29070-1	145.00	.00
1	35500	515.90	.00
1	72530	358.00	.00
1	31270K	5925.00	5925.00
1	72525	1169.30	1169.00
-1	72530	695.00	695.00
1	LABOR	700.00	700.00
1	62220-1	281.60	175.00



March 21, 2022

Mr. Robert Kula  
Highway Department Commissioner  
Avon Township  
389 W. Main Street  
Hainesville, IL 60073

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

[www.gha-engineers.com](http://www.gha-engineers.com)

Re: Proposal for Consulting Services  
Year 20 MS4 Compliance GHA  
Proposal No. 2022.WR002B

Dear Mr. Kula:

Gewalt Hamilton Associates, Inc., (GHA) is pleased to submit our proposal for consulting services to assist Avon Township with its annual compliance monitoring to satisfy the National Pollution Discharge Elimination System (NPDES) MS4 Permit requirements.

#### **I. Scope of Services**

The following scope of services and corresponding fee are based on the requirements of the most current General NPDES Permit for discharges from small municipal separate storm sewer systems (General Permit No. ILR40), effective March 2016. Accordingly, we propose the following services:

##### **A. Annual Report & Tracking**

GHA will utilize the tracking information to prepare and submit the required Year 20 (March 1, 2022 – February 28, 2023) annual report to the IEPA by June 1, 2023. GHA will obtain signatures and coordinate the submittal to the IEPA electronically. The report will be uploaded to the MS4 website, [www.gha-engineers.com/ms4](http://www.gha-engineers.com/ms4), by June 1, 2023.

This task includes tracking the MS4's six (6) minimum control measures (MCM) which are used to assess and report the effectiveness of the Storm Water Management Program. Avon Township will provide an MS4 Tracking Summary to GHA at the end of the permit tracking period.

##### **B. Illicit Discharge Detection and Elimination (IDDE)**

GHA will conduct a dry-weather inspection of priority outfalls for the purpose of identifying potential illicit discharges. Outfalls will be assessed for maintenance needs and physical indicators of illicit discharges. Flowing outfalls will be assessed further for the presence of potential non-stormwater related discharge. The field results will be summarized in report form and submitted to the Township.

##### **C. Post Construction Stormwater Management Inspections**

GHA will assess approximately 20% of the Township's stormwater management facilities, including detention and retention basins, rain gardens and bioswales, and document observed erosion, seeding/re-seeding or slope stabilization needs. GHA will recommend remedial actions as appropriate. The stormwater management facilities will be evaluated for feasibility of retrofits. GHA will also add new facilities to the Township's inventory prior to performing the inspections.



GHA will inspect approximately 1,000 linear feet of the Township's streambank for bank erosion, sediment accumulation, bank vegetation, and water quality. GHA will identify maintenance needs and recommend remedial actions as appropriate.

D. Finalize Stormwater Management Plan Preparation (SWMP)

GHA has been tracking and providing comments to the IEPA on the new NPDES Permit to ensure our client coverage is recognized and to gain insight for future compliance needs. The new permit has numerous new metrics including creating inventory of community owned properties, additional educational requirements, logging community involvement, construction operator education and annual evaluations of construction site storm water control BMP's and measurable goals, etc. With the addition of these metrics and updated descriptions throughout, a new SWMP will be written. Once written, it will be sent for approval to the client. Upon approval it will be sent to the EPA and updated on our website. ***This SWMP will be valid for the next 5 years, thus it is not a repeated yearly cost.***

E. Public Education Presentation

GHA will prepare one (1) presentation on the MS4 program to be presented at a regularly scheduled Board meeting.

II. Compensation for Services

Based upon the scope of services, GHA proposes a fee breakdown as shown below. Attached are our 2022 rates for your reference.

<u>Year 20 MS4 Services</u>	<u>Cost</u>
A. Annual Report (incl. tracking)	\$1,350.00
B. Illicit Discharge Detection & Elimination	\$2,300.00
C. Post-Construction Stormwater Mgmt. Insp.	\$1,350.00
D. Finalizing SWMP	\$625.00
E. Public Education Presentation	\$475.00
<b>Total Fee</b>	<b>\$6,100.00</b>

Reimbursable expenses, including items such as photos, postage, messenger services, printing, mileage, etc., will be billed to the Client without markup.

All services, including additional services requested and authorized by the Client and any additional permit documentation or services required for compliance by the Illinois EPA will be billed in accordance with the hourly rates in effect at the time services are rendered.

Invoices will be submitted monthly and will detail services performed.

III. Additional Services

The following are *not* included in the scope of services, but can be provided for an additional fee if requested and authorized by the Client:

1. Meetings with public officials or agencies in addition to the annual public presentation.
2. Response to agency comments.
3. Updates to storm atlas.
4. Additional services required due to changes in Local, State, or Federal NPDES permit requirements made after acceptance of this proposal.

#### **IV. General Conditions**

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

Should you have any questions or if we can be of additional assistance, please feel free to contact us. If our proposal is acceptable, please sign and return a copy to our office, indicating your acceptance of this Agreement in its entirety. We appreciate the opportunity to continue our relationship with the Township.

Sincerely,

Gewalt Hamilton Associates, Inc.



Carissa Smith, P.E.

Civil Engineer

[csmith@gha-engineers.com](mailto:csmith@gha-engineers.com)

**AUTHORIZED BY:**

Avon Township

---

Robert Kula  
Highway Department Commissioner

---

Date

CC.: Michael Warner, GHA  
Karolina Cho, GHA

Encl.: Attachment A  
GHA Hourly Rates



**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT**

**1. Standard of Care.** The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

**2. Duration of Proposal.** The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

**3. Client Information.** Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

**4. Payment.** Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

**5. Instruments of Service.** The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with the services of Client's other design professionals.

**6. Electronic Files.** The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

**7. Applicable Codes.** The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

**8. Utilities and Soils.** When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.



**9. Opinion of Probable Construction Costs.** GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

**10. Contractor's Work.** Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

**11. Contractor Submittals.** Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

**12. Hazardous Materials.** Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

**13. Record Drawings.** If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

**14. Disputes.** Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

**15. Miscellaneous.** Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.



**GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:**  
**2022**

The following rates will remain in effect until December 31, 2022, at which time they are subject to an annual increase:

PRINCIPAL	\$ 193.00
CIVIL ENGINEER VI	\$ 180.00
CIVIL ENGINEER V	\$ 167.00
CIVIL ENGINEER IV	\$ 160.00
CIVIL ENGINEER III	\$ 150.00
CIVIL ENGINEER II	\$ 145.00
CIVIL ENGINEER I	\$ 132.00
LAND SURVEYOR IV	\$ 150.00
LAND SURVEYOR III	\$ 140.00
LAND SURVEYOR II	\$ 134.00
LAND SURVEYOR I	\$ 126.00
GIS PROFESSIONAL III	\$ 150.00
GIS PROFESSIONAL II	\$ 139.00
GIS PROFESSIONAL I	\$ 132.00
ENVIRONMENTAL CONS. II	\$ 143.00
ENVIRONMENTAL CONS. I	\$ 132.00
ENGINEERING TECHNICIAN V	\$ 161.00
ENGINEERING TECHNICIAN IV	\$ 139.00
ENGINEERING TECHNICIAN III	\$ 129.00
ENGINEERING TECHNICIAN II	\$ 113.00
ENGINEERING TECHNICIAN I	\$ 84.00
ADMINISTRATIVE I	\$ 69.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.



## Summary of Bids Received

**Project:** Avon Road District 2022  
**Section:** 22-02000-01-GM  
**Description:** Mill, Patch and Resurface  
**CPMS Pin:** B-91426  
**Let Date:** 3/15/2022

Bidder	Address	City, State, Zip	Bond	Bid Price	% Over/Under Eng. Estimate	\$ Over/Under Eng. Estimate
Schroeder Asphalt Service, Inc.	P.O. Box 831	Huntley, IL 60142	Bid Bond	\$90,341.11	-13.61%	-\$14,234.89
Payne & Dolan, Inc.	28435 W. Route 173	Antioch, IL 60002	Bid Bond	\$95,204.96	-8.96%	-\$9,371.04
Chicagoland Paving, Inc.	225 Telsler Road	Lake Zurich, IL 60047	Bid Bond	\$100,000.00	-4.38%	-\$4,576.00
Peter Baker & Son Company	1349 Rockland Road	Lake Bluff, IL 60044	Bid Bond	\$101,115.26	-3.31%	-\$3,460.74
Engineer's Estimate				\$104,576.00		

Design	_____	IDOT(2)	_____	Contract Bidder	_____	County Engineer	_____
Finance	_____	Bid Tab File	_____	Resident Eng.	_____	Mgr Capital Programming	_____
Construction	_____	Project File	_____	Request By Mail	_____		



LakeCounty  
Division of Transportation

**Return Bid Tabulation**

Project: Avon Road District 2022  
 Section: 22-02000-01-GM  
 Description: Mill, Patch and Resurface  
 CPMS Pin: B-91426  
 Let Date: 3/15/2022

Item No.	Pay Code	Description	Quantity	Unit	Eng Estimate		Chicagoland Paving, Inc.		Schroeder Asphalt Service, Inc.		Payne & Dolan, Inc.		Peter Baker & Son Company	
					Unit Price	Extn. Price	Unit Price	Extn. Price	Unit Price	Extn. Price	Unit Price	Extn. Price	Unit Price	Extn. Price
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	1,786.0	POUND	\$1.00	\$1,786.00	\$0.01	\$17.86	\$0.01	\$17.86	\$0.01	\$17.86	\$0.01	\$17.86
2	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	56.0	SQ YD	\$5.00	\$280.00	\$15.00	\$840.00	\$10.00	\$560.00	\$4.10	\$229.60	\$4.00	\$224.00
3	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	495.0	TON	\$85.00	\$42,075.00	\$95.00	\$47,025.00	\$89.00	\$44,055.00	\$88.00	\$43,560.00	\$93.00	\$46,035.00
4	44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	4,015.0	SQ YD	\$5.00	\$20,075.00	\$4.00	\$16,060.00	\$3.35	\$13,450.25	\$4.10	\$16,461.50	\$4.00	\$16,060.00
5	44201717	CLASS D PATCHES, TYPE II, 6 INCH	90.0	SQ YD	\$70.00	\$6,300.00	\$35.00	\$3,150.00	\$53.00	\$4,770.00	\$30.00	\$2,700.00	\$77.00	\$6,930.00
6	44201721	CLASS D PATCHES, TYPE III, 6 INCH	90.0	SQ YD	\$70.00	\$6,300.00	\$35.00	\$3,150.00	\$47.00	\$4,230.00	\$30.00	\$2,700.00	\$77.00	\$6,930.00
7	LC400162	LEVELING BINDER (MACHINE METHOD) N50	222.0	TON	\$80.00	\$17,760.00	\$100.00	\$22,200.00	\$89.00	\$19,758.00	\$88.00	\$19,536.00	\$99.70	\$22,133.40
8	X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	1.0	L SUM	\$10,000.00	\$10,000.00	\$7,557.14	\$7,557.14	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$2,785.00	\$2,785.00
<b>Bid Total</b>						<b>\$104,576.00</b>		<b>\$100,000.00</b>		<b>\$90,341.11</b>		<b>\$95,204.96</b>		<b>\$101,115.26</b>