

**VILLAGE OF VERNON HILLS
RESOLUTION 2020-036**

**A RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE
AMENDED AND RESTATED VERNON HILLS MUNICIPAL GOLF COURSE
MANAGEMENT AGREEMENT WITH KEMPER SPORTS MANAGEMENT, INC.**

WHEREAS, the existing terms to the contract with Kemper Sports Management, Inc. and the Village of Vernon Hills is being amended for the new terms for the contact period of January 1, 2021 through December 31, 2030; and

WHEREAS, the "Base Management Fee" paid by the Village shall be set at \$45,900 for 2021, and shall be increased each year by two (2) percent; and

WHEREAS, the "Incentive Threshold Amount" shall be set at \$170,000 for 2021, and shall be increased each calendar year during the term by two (2) percent up to a maximum amount of S 180,000, at which point no further increases shall apply; and

WHEREAS, Other changes have been made to the contract to formalize existing practices.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS: THAT the Village President is authorized to sign the First Amendment to the Management Agreement between Kemper Sports Management, Inc. and the Village of Vernon Hills.

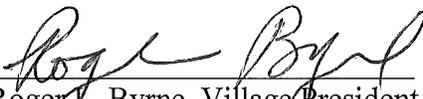
Dated the 8th of December, 2020

Adopted by roll call votes as follows:

AYES: 7 – Byrne, Schultz, Oppenheim, Takaoka, Marquardt, Forster, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None

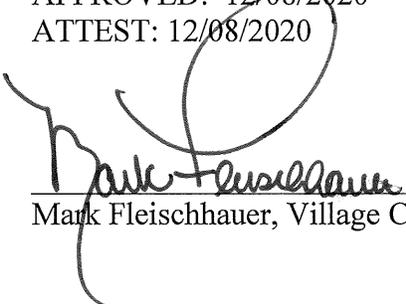


Roger L. Byrne, Village President

PASSED: 12/08/2020

APPROVED: 12/08/2020

ATTEST: 12/08/2020



Mark Fleischhauer, Village Clerk



FIRST AMENDMENT TO AMENDED AND RESTATED MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") to the Amended and Restated Management Agreement dated as of January 1, 2011 (the "Agreement") by and between the Village of Vernon Hills, ("Owner") and Kemper Sports Management, Inc., ("KSM") is made and entered into as of December 8, 2020 (the "First Amendment Effective Date"), by and between Owner and KSM. Capitalized terms not otherwise defined herein shall have the meaning as set forth in the Agreement.

WITNESS ETH:

WHEREAS, the Owner and KSM entered into the Agreement for KSM to provide certain management services for the Golf Course;

WHEREAS, Owner and KSM desire to amend the Agreement to reflect said changes as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Owner and KSM agree to revise the Agreement as follows effective as of the First Amendment Effective Date.

1. **Revision of Responsibility.** Subpart (d) of Section I "Responsibilities" is hereby deleted in its entirety.
2. **Term Extension.** Section III "The Term" is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall be for the period commencing on January 1, 2011 and terminating on December 31, 2030; provided, however, that the term of the Agreement shall be automatically renewed for an additional five-year term, unless either party provides notice of its election not to renew, 60 days prior to the end of the original term."

3. **Compensation.** Section IV "Compensation" is hereby amended by adding the following to the end of that Section:

"d) Effective as of January 1, 2021, Village shall pay KSM management fees as follows:

(i) **Base Management Fee.** Village shall pay an annual base management fee of \$45,900 ("Base Management Fee"). The Base Management Fee shall be increased each year by two (2) percent.

(ii) **Incentive Management Fee.** In addition to the Base Management Fee, Kemper Sports shall be paid an amount (the "Incentive Management Fee") equal to 25% of all operating profits (as defined in Section V below) above \$170,000 (the "Incentive Threshold Amount"). The Incentive Threshold Amount shall be increased each calendar year during the term by two (2) percent up to a maximum amount of \$ 180,000, at which point no further increases shall apply. The Incentive

Management Fee shall be calculated as of December 31st during each year of the

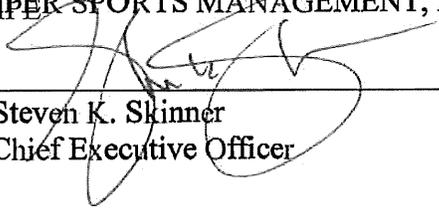
term. Both the Base Management Fee and any Incentive Management Fee shall be paid to Kemper Sports on or before the following last day in February."

Full Force and Effect. Except as otherwise specifically modified herein and that which would be required to reflect the intent of the parties, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date.

~~KEMPER~~ **KEMPER SPORTS MANAGEMENT, INC.**

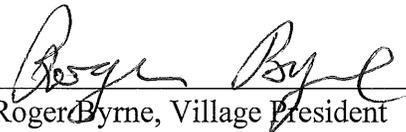
By



Steven K. Skinner
Chief Executive Officer

VILLAGE OF VERNON HILLS

By:



Roger Byrne, Village President

Final Execution

**AMENDED AND RESTATED
VERNON HILLS MUNICIPAL GOLF COURSE
MANAGEMENT AGREEMENT**

This Amended and Restated Management Agreement ("Agreement") is entered into as of this 1st day of January, 2011 by and between the Village of Vernon Hills (the "Village") and Kemper Sports Management, Inc. ("Kemper Sports").

WITNESSETH

WHEREAS, the Village retained Kemper Sports in 1979 to assume total management responsibility of the Vernon Hills Municipal Golf Course (hereinafter referred to as the "Golf Course"); and

WHEREAS, the Village acknowledges (i) that it does not presently have any personnel experienced in the day-to-day operation of a golf course and (ii) that Kemper Sports is in the business of managing and operating (for itself and for others) golf courses and has experience and expertise in such management and operation; and

WHEREAS, the Village has determined that it is in the best interest of the Village to retain Kemper Sports to manage the Golf Course under the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements of each of the parties hereto hereinafter set forth, it is mutually agreed as follows:

I. RESPONSIBILITIES OF KEMPER SPORTS

Kemper Sports shall provide products, materials and professional golf management services for and on behalf of the Village, relative to the Golf Course, which shall include the following:

- a) Kemper Sports³¹² shall recruit, hire, train and supervise such personnel (the "Golf Course Personnel") as may be necessary to ensure the operation, maintenance and administration of the Golf Course, pro shop, food and beverage service, equipment, buildings, building appurtenances, bridges and grounds in accordance with the terms of this Agreement and accepted professional standards of golf course management, it being understood, however, that from time to time independent service providers may be called upon to perform or provide operation, maintenance and administration services. All Golf Course Personnel, including but not limited to the Pro/Manager (defined below) and the Golf Course Superintendent (as defined below), shall be the employees of Kemper Sports.
- i) All Golf Course Personnel shall report to and take direction from only the Pro/Manager or Golf Course Superintendent with respect to the operation, maintenance and administration of the Golf Course. The personnel

management services provided by Kemper Sports shall also include the following:

- b) Kemper Sports shall assign to the Golf Course a full-time, on-site manager who is a PGA listed golf professional (the "Pro/Manager") and a superintendent (the "Golf Course Superintendent"). The Pro/Manager and Golf Course Superintendent shall be employees of Kemper Sports. It is understood and agreed by the Village (i) that the Pro/Manager and Golf Course Superintendent are key employees of Kemper Sports and (ii) that the Village shall not employ, seek to employ, or discuss employment opportunities with either the Pro/Manager or the Golf Course Superintendent during the term of this Agreement or for the period of one year following the termination of this Agreement.
- c) Kemper Sports shall require all employees who work with and/or apply fungicides, herbicides and insecticides to obtain current certification as a Public Operator by the Illinois Department of Agriculture, Division of Agricultural Industry Regulation, Bureau of Plant and Apiary Protection. At least one such employee shall be certified as a Public Applicator.
- d) Kemper Sports shall require operators of the dump truck to possess a Class B license as issued by the State of Illinois.
- e) Kemper Sports shall ensure that the pro shop at the Golf Course carries sufficient products and inventory to satisfy generally the needs of players utilizing the Golf Course. Kemper Sports shall recommend the acquisition of such products and inventory and the Village shall provide sufficient funds to meet such needs.
- f) Kemper Sports shall provide food and beverage service for the convenience of players and other customers at the Golf Course. In addition Kemper Sports shall promote and staff events at the Golf Course and Club House in an effort to increase the income generated by the Golf Course operations.
- g) Kemper Sports shall establish, implement and monitor appropriate and reasonable programs for mowing, top dressing, watering, and seeding, and for fertilization, aerification, disease identification, weed control, and application of fungicides, herbicides and insecticides for tees, fairways, greens and rough in accordance with the Golf Course Maintenance Schedule attached hereto and made a part hereof as Exhibit 1.
- h) Kemper Sports shall establish and administer a preventive maintenance program for all Golf Course maintenance equipment designed to keep all equipment in a clean, safe and good operating condition for its useful life. Such maintenance shall be performed no less frequently than recommended by the manufacturer of the equipment and shall be recorded in the format set forth on Exhibit 2 attached hereto and made a part hereof. Maintenance records and the equipment records

shall be retained on-site and shall be subject to inspection by the Village during normal business hours upon notice.

- i) Kemper Sports shall maintain the pro shop and maintenance/cart barn in a clean, neat, orderly and safe condition at all times.
- j) Kemper Sports shall prepare and submit to the Village Manager, or his designee, once during each budget year of the term hereof, an operating and expense budget projecting anticipated revenues and expenses for the upcoming budget period. The budget for 2011 shall be submitted by November 15, 2010. The budgets for each of the following years, during the term of this Agreement, shall be submitted by November 15th of the immediately prior year. If the term of this Agreement is extended, the budget for each such extension year shall be submitted by November 15th of such extension year. All budgets shall be in the same form as the 2010 budget. The budget shall include such detail regarding revenue and expenses, capital expenditures, staffing levels, and levels of and changes in wages, salaries and other compensation for Golf Course Personnel. Neither Kemper Sports nor the Village shall purchase any service, material, or equipment at a cost in excess of the amount provided therefor in the budget without the prior approval of the other party. The budget shall be subject to the review and approval (which shall not be unreasonably withheld) of the Village; provided, however, if the Village disapproves the Budget or any item therein, the Village shall promptly notify Kemper Sports in writing of such disapproval and the reasons thereof; and provided further, however, if the Village does not approve or disapprove the budget within sixty (60) days after receipt thereof, the budget shall be deemed to be approved. At all times during the term hereof, the Village shall have the right to inspect during normal business hours, upon notice, the inventory, petty cash and cash receipts at the Golf Course.
- k) Kemper Sports shall recommend the replacement or acquisition of golf course maintenance equipment and golf carts for the Golf Course. Such recommendations shall be included in the operating and expense budget and submitted to the Village for approval. Neither the approval of the Village Manager nor the approval of the Village shall be unreasonably withheld or delayed.
- l) Kemper Sports shall prepare and deliver to the Village: (1) within five calendar days a summary of the daily receipts and the cash register tapes in the format set forth on Exhibit 4 attached hereto and made a part hereof to permit the Village to prepare necessary sales tax and other reports; and (2) within seven calendar days of the end of each month of the term of this Agreement monthly inventory reports in the format set forth on Exhibit 5 attached hereto and made a part hereof.

- m) Kemper Sports, working within the Golf Course budget, shall use its best efforts to obtain maximum exposure of the Golf Course through:
 - i) The writing and servicing of news releases to local media;
 - ii) The handling of all media inquiries;
 - iii) The conducting of golf tournaments, exhibitions and clinics;
 - iv) The implementation of appropriate teaching programs;
 - v) The promotion of junior golfers and league play;
 - vi) The promotion of special Village events located at the Golf Course.
 - vii) The promotion of "outside" (non-Village) special events at the Golf Course and Club House in an effort to increase the income generated by the Golf Course operations.
- n) Kemper Sports shall secure general liability, Dram Shop Insurance and automobile liability insurance in the amount of \$1,000,000.00 (with umbrella coverage of \$10,000,000.00), and workers' compensation and employers' liability insurance in amounts required by law to protect the Village from claims arising from any personal injury or property damage resulting from operation of the Golf Course. Proof of such insurance shall be delivered to the Vernon Hills Finance Department, 290 Evergreen Drive, Vernon Hills, Illinois 60061 by the 15th day after annual renewal period of such insurance. The Village shall be named as an additional insured under all such policies.
- o) Kemper Sports shall establish, administer, and maintain appropriate payroll procedures for Golf Course Personnel. The Village previously advanced to Kemper Sports twenty thousand dollars (\$20,000) to establish a Vernon Hills Golf Course payroll account. The Village shall also make payments to such payroll account based on invoices which are sent out in advance from Kemper Sports containing the projected payroll for the next payroll period. Upon termination of this Agreement, the balance of the twenty thousand dollars (\$20,000), less any outstanding payrolls and all accrued wages, vacation and other employee benefits owed or due to staff upon the termination date, shall be returned to the Village.
- p) Kemper Sports shall provide the bi-weekly payroll records to the Village no later than 15 days after the payroll closing date and in no case less than 15 days after the close of the month involving the applicable payroll date.
- q) Budget category changes above \$1,000 shall be brought to the Village Manager's attention and then copied to the Village Board.

- r) Kemper Sports shall continue to arrange for consultation from its regional agronomist in connection with the course and grounds at the Golf Course.
- s) Kemper Sports shall arrange for at least two (2) visits to the Golf Course from its regional support staff per year.

II. VILLAGE RESPONSIBILITIES

The Village shall provide the following services related to the operation of the Golf Course and in compliance with this Agreement:

- a) The Village, along with a representative of Kemper Sports, shall inspect the condition of the Golf Course, pro shop, buildings, building appurtenances, bridges, and grounds as it deems necessary. A report of such inspections shall be sent to Kemper Sports, Attn: Vice President.
- b) The Village, along with a representative of Kemper Sports, shall conduct periodic inspections of the appearance and mechanical condition of Golf Course equipment and the maintenance records thereon. A report of such inspection shall be sent to Kemper Sports, Attn: Vice President.
- c) The Village shall be responsible for the following aspects of the financial management of the Golf Course:
 - i) The Village shall have the right to inspect and/or review Kemper Sports' payroll records that relate to the Village Golf Course.
 - ii) The Village shall establish and maintain during the term of this Agreement banking arrangements with a bank in the Chicago metropolitan area for the deposit of receipts, maintenance of accounts, and such other banking activities necessary for the operation of the Golf Course;
 - iii) The Village shall prepare monthly financial statements, reports of trial balances, and bank reconciliations and shall deliver copies of the monthly financial statements to Kemper Sports by the last day of the following month, it being understood that the books and records of the Village regarding the Golf Course shall be retained in the Village Hall and shall be subject to inspection by Kemper Sports during normal business hours upon notice;
 - iv) The Village shall file in a timely fashion any and all sales tax reports required as a result of sales made at the Golf Course and shall, upon request, submit copies of such reports to Kemper Sports;
 - v) The Village shall establish and maintain a voucher and payment system to be used in connection with the purchase of material and equipment

required in connection with the operation and maintenance of the Golf Course;

- vi) The Village shall obtain and maintain during the term of this Agreement insurance policies insuring against all risks of physical loss (on a replacement cost basis) the buildings and other improvements and the contents thereof located on the Golf Course; and
- vii) The Village shall maintain a security program to protect the Golf Course against vandalism, malicious mischief, theft, burglary and other destructive and/or criminal activity.
- viii) The Village shall have the right to review all business travel and professional dues as part of the approval process of the annual budget.

III. THE TERM

The term of this Agreement shall be for the period commencing on January 1, 2011 and terminating on December 31, 2020; provided, however, that the term of this Agreement shall be automatically renewed for an additional three year term, unless either party provides written notice of its election not to renew, 60 days prior to the end of the original three year term.

IV. COMPENSATION

All operating profits (as defined in Section V below) earned during the term of this Agreement in connection with the operation of the Golf Course shall be distributed as follows:

- a) During the first two years (2011 and 2012) of the term of this Amended and Restated Agreement:

The first \$37,500 (the "Base Management Fee") shall be paid to Kemper Sports; the next \$115,000 (the "Village Fee") shall be paid to the Village; and all profits in excess of \$152,500 shall be distributed 75% to the Village and 25% to Kemper Sports.

- b) During the third year (2013) through the sixth year (2016) of the term of this Amended and Restated Agreement:

The first \$40,000 (the "Base Management Fee") shall be paid to Kemper Sports; the next \$120,000 (the "Village Fee") shall be paid to the Village; and all profits in excess of \$160,000 shall be distributed 75% to the Village and 25% to Kemper Sports.

- c) During the seventh year (2017) through the tenth year (2020) of the term of this Amended and Restated Agreement:

The first \$45,000 (the "Base Management Fee") shall be paid to Kemper Sports; the next \$125,000 (the "Village Fee") shall be paid to the Village; and all profits in excess of \$170,000 shall be distributed 75% to the Village and 25% to Kemper Sports.

The amount of any such payment due Kemper Sports shall be calculated as of each December 31st of the term of this Agreement and shall be paid to Kemper Sports on or before the following last day in February.

V. EXPENSE/REVENUE OF THE GOLF COURSE

All receipts from daily fees, golf cart rental, promotional activities, pro shop operations, including the proceeds from business interruption insurance or any other receipt of any kind (excluding lessons and pro fees) derived in connection with the operation of the Golf Course shall be deemed to be revenues of the Golf Course. The following items shall be deemed to be expenses of the Golf Course:

- a) Costs of equipment, materials and supplies;
- b) Costs of merchandise held for retail sale;
- c) Wages, salaries, and benefits of the Pro/Manager, the Golf Course Superintendent and the Golf Course Personnel, excluding Kemper Sports' corporate management personnel and any of the personnel of the Village;
- d) Fees paid to Kemper Sports hereunder, excluding the compensation paid as provided in Section IV hereof;
- e) Insurance provided by Kemper Sports pursuant to the terms of this Agreement;
- f) Lease fees, if any, for golf carts and other machinery or equipment used in connection with the operation of the Golf Course;
- g) Charges for utility services used in connection with the operation of the Golf Course.

Capital improvements, as determined in accordance with generally accepted accounting principals, shall not be included as expenses of the Golf Course except to the extent that depreciation on such capital improvements may be so included as provided in subsection V(g) above. Notwithstanding the foregoing, capital improvements shall also include any item purchased in connection with the operation of the Golf Course which (i) has an economic useful life in excess of one (1) year or extends the useful life of an existing item of material or

equipment and (ii) costs in excess of \$1,000.00. All costs for capital improvements shall be the responsibility of the Village.

All monies advanced by Kemper Sports for payment of expenses of or capital improvements for the Golf Course shall be reimbursed by the Village promptly upon receipt of an invoice therefor.

For purposes of this Agreement, operating profits are defined as revenues as defined above less expenses as defined above.

VI. ABILITY TO CANCEL

This Agreement may be terminated at any time:

- a) By mutual agreement between the Village and Kemper Sports; or
- b) By unilateral action of either the Village or Kemper Sports for a material breach of this Agreement (for cause), provided the procedure detailed in Section VIII hereof has been followed; or
- c) By Kemper Sports or the Village in the event the other party becomes insolvent, or makes an assignment for the benefit of its creditors, or commits any act of bankruptcy, or files a voluntary petition under the provisions of the Bankruptcy code, including, without limiting the generality of the foregoing, a petition for reorganization or arrangement, or if the other party consents to any voluntary petition or is adjudicated as bankrupt.
- d) By the Village, at the end of any calendar year provided that it has given at least sixty (60) days advance written notice thereof.

VII. ABILITY TO PERFORM

In the event that the Village or Kemper Sports shall default or breach in performing any of its respective obligations hereunder, the other party shall have the right (but not the obligation) to perform the breaching party's obligation(s), but only after giving the other party at least 5 days notice thereof. Any party so performing the breaching party's obligation(s) shall be reimbursed by the breaching party for the actual costs of such performance.

VIII. ABILITY TO CURE

If the Village or Kemper Sports deems the other party to be in material breach of this Agreement, the non-breaching party, in order to terminate this Agreement pursuant to subsection VI(b) hereof, must provide written notice to the other party advising it of the event of breach. Upon receipt of said notice, the breaching party shall have thirty (30) days to substantially cure the event of breach.

Failure to substantially cure within said time period (or, with respect to a breach which cannot reasonably be cured within such time, failure to commence to cure such breach within such time and failure thereafter to diligently prosecute such cure) shall enable the non-breaching party to terminate this Agreement pursuant to subsection VI(b) hereof without any further notice.

IX. GENERAL PROVISIONS

- a) This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations, if any, made by and between such parties.
- b) The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.
- c) No party shall assign its rights and/or obligations hereunder without the prior written consent of the other party.
- d) The parties hereby agree from time to time to execute and deliver such further and other transfers, assignments and documents, and do all matters and things, which may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement.
- e) All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representative, successors and permitted assigns.
- f) Except as otherwise provided herein, all notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, to:

The Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, Illinois 60061
Attention: Village Manager

Kemper Sports Management, Inc.
500 Skokie Boulevard, Suite 444
Northbrook, Illinois 60062
Attention: President

or to other address as any party may designate by notice complying with the terms of this Section.

- g) The headings contained in this Agreement are for convenience or reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- h) If any part of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- i) The failure or delay of any party at any time to require performance by the other party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances, except as otherwise herein provided.
- j) Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to receive or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right to subrogation or action over or against any party to this Agreement.
- k) This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois and the Ordinances of the Village of Vernon Hills.
- l) Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties, nor to authorize either party to act as general agent for the other party.
- m) No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

- n) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Once each party to this Agreement has executed a copy of this Agreement, the Agreement shall be considered fully executed and effective, providing that both parties have executed the same copy hereof.
- o) Each of the parties hereby represents to the other party that it has the right, power, authority and financial ability to enter into this Agreement and to perform its obligations under this Agreement, and that is not restricted (by contract or otherwise) from entering into and performing this Agreement.
- p) For the purposes of this Agreement (in all cases except where specifically stated otherwise herein) the consent, approval or decision of the Village Manager may be treated by Kemper Sports as the consent, approval or decision of the Village.
- q) The Village and Kemper Sports hereby agree to indemnify and hold each other harmless from and against any and all loss, cost, liability, or expenses suffered or incurred by the other on account of the negligent or intentional act or failure to act by them or their respective employees, agents or servants.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the date first written above by their duly authorized representatives.

KEMPER SPORTS MANAGEMENT, VILLAGE OF VERNON HILLS (THE INC. (KEMPER SPORTS) VILLAGE)

By: _____

By: _____

Its: CEO



Its: Village President



Michael S. Allison

Attest: Village Manager/Clerk