



Village of Hanover Park Administration

Municipal Building
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Hanover Park, IL 60133-4398

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PRESIDENT
RODNEY S. CRAIG

VILLAGE CLERK
EIRA CORRAL

TRUSTEES
WILLIAM CANNON
JAMES KEMPER
JENNI KONSTANZER
JON KUNKEL
RICK ROBERTS
EDWARD J. ZIMEL, JR.

VILLAGE MANAGER
JULIANA A. MALLER

VILLAGE OF HANOVER PARK

VILLAGE BOARD REGULAR WORKSHOP MEETING Municipal Building: 2121 W. Lake Street Hanover Park, IL 60133

Thursday, May 2, 2013
6:00 p.m.

AGENDA

1. **CALL TO ORDER-ROLL CALL**
2. **ACCEPTANCE OF AGENDA**
3. **REGULAR BOARD MEETING AGENDA ITEM REVIEW**
4. **DISCUSSION ITEMS**
 - a. Agenda Process
 - b. ERP Contract
 - c. Northwest Fourth Fest Agreement
 - d. NIMEC
 - e. Hanover Park Little League User Agreement
 - f. Leasing Procedures for Hanover Square
 - g. Hanover Square Roof Change Order
5. **STAFF UPDATES**
 - a. Hanover Square Update (Schermerhorn's)
6. **NEW BUSINESS**
7. **ADJOURNMENT**



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager

SUBJECT: Agenda Process

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: May 2, 2013 – Board Workshop

Executive Summary

Staff discussed with the Village Board at the April 18th Board Workshop the agenda process. The Board discussed the type of items they would like to review at Workshops prior to being placed on the regular meeting agenda.

Discussion

The types of agenda items that currently go directly on the Board agenda include:

- Standing purchase orders (if budgeted & meets requirements of purchasing policy)
- Bids (if budgeted)
- Resolutions
- Purchases related to approved agreements

Due to some of the Trustees being unable to attend the April 18th Workshop, this item has been included on the May 2nd Workshop for further input.

Recommended Action

Provide direction to staff on the type of items the Board would like to review at Board Workshops prior to being placed on the regular meeting agenda.

Agreement Name: _____

Executed By: _____



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Daniel McGhinnis, Chief Information Officer

SUBJECT: Discussion regarding the contract for Enterprise Resource Planning Solution from New World Systems

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: May 2, 2013 – Board Workshop

Executive Summary

At the April 18, 2013 Board Workshop, Director McGhinnis gave a presentation on the Enterprise Resource Planning (ERP) project and recommended that the Village contract with New World Systems to best meet the current and future needs of the Village (Phase 2). This project has been budgeted for in the Fiscal Year 14 Budget.

Discussion

The Village has been utilizing the HTE system software by SunGard Public Sector for approximately 23 years. This system is used to record financial transactions, payroll, permits, inspections, licenses, utility billing, budgeting and land-management information. This system is the key component to the operation of the Village. Many of the functions of the Village are impacted by the lack of automation this system provides.

While HTE is a system capable of collecting vast amounts of data, it is extremely limited in computer terms. Consistent with systems produced at that time, HTE is a big, data-intensive software system designed to run on mid-range computers such as the IBM AS/400. Since PCs of the time were much less powerful, the mid-range computer was the best solution for a mid-size organization. HTE cannot meet the current and future needs of the organization. Due to its poor ability to access and present data, staff has difficulty pulling the available information from the system and displaying it in a presentable format. Due to these weaknesses, it does not permit the Village to improve efficiencies and work flows.

Staff prepared an RFP and received four responses for the ERP project. The top three vendors included Sungard HTE, Tyler Munis, and New World Systems and were invited to present their product. After demonstrations from each of the three vendors, it was determined that New World Systems was the best overall Enterprise Software Solution to meet Hanover Park's current and future needs.

Agreement Name: _____

Executed By: _____

Below are highlights of some of New World Systems capabilities:

- Local government focus (cities & counties).
- In business since 1981 w/ over 1200 local government clients.
- Pure .NET architecture.
- Strong alignment w/ Microsoft and .NET.
- Fully integrated w/ each module and MS Products.
- Technology approach and vision consistent with Village.
- Comprehensive reporting / analysis capabilities.
- E-suite capabilities.
- Village will be able to have direct input to software developers
- Illinois connection (Plainfield, Kane County, Mount Prospect, Palatine, Rosemont, Glenview)
- Across applications the software has a consistent look and feel to ease implementation and is similar to internet functionality to attract & retain personnel

Recommended Action

Move to approve the contract to New World Systems, Inc. in an amount not to exceed \$736,850 and authorize the Village Manager to execute the necessary documents.

Attachments: New World Systems, Inc. Contract

Budgeted Item:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Budgeted Amount:	\$736,850	
Actual Cost:	\$736,850	
Account Number:	031-0000-466.13-31	



STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

April 24, 2013

This *Standard Software License and Services Agreement* which includes the attached Exhibits and Appendices (“this Agreement”) is between **New World Systems® Corporation** (“**New World**”), a Michigan Corporation and the **Village of Hanover Park, IL**, (“**Customer**”). This **Agreement** sets forth the terms and conditions under which **New World** will furnish the Licensed Products and will provide certain services described herein to **Customer**.

The attached Exhibits and Appendices include:

- Exhibit AA..... TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
- Exhibit A LICENSED STANDARD SOFTWARE AND FEES**
- Exhibit B..... IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
- Exhibit C STANDARD SOFTWARE MAINTENANCE AGREEMENT**
- Exhibit D NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
- Exhibit E..... DEMONSTRATION SITE DISCOUNT**
- Exhibit F DATA FILE CONVERSION ASSISTANCE**
- Exhibit G CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
- Exhibit H BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
- Exhibit I..... DEVELOPMENT SOFTWARE**
- Exhibit J ACCEPTANCE TESTING**
- Exhibit K INCORPORATION BY REFERENCE OF NEW WORLD’S RESPONSE TO CUSTOMER’S RFP SOFTWARE SPECIFICATIONS**
- Exhibit L..... CUSTOMER RFP AND RESPONSE**
- Appendix 1 OPTIONAL AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES**
- Appendix 2 STATEMENT OF WORK**

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits and Appendices. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

VILLAGE OF HANOVER PARK, ILLINOIS
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Date: _____

The “Effective Date” of this **Agreement** is the latter of the two dates in the above signature block.

DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. **"Authorized Copies"**:
Except as provided in subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
 - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
 - (ii) any additional copies made by **Customer** as authorized in subparagraph 1.2.
2. **"An Authorized User/Workstation"**:
Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. **"Computer"**:
The .NET Server(s) to be located at:
*Village of Hanover Park
2121 Lake Street
Hanover Park, IL 60133*
Customer shall provide a virtual environment for all servers.
4. **"Confidential Information"**:
Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. **"Customer Liaison"**:
A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
6. **"Daily Rate"**:
As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of \$1,120/day. The daily rate covers all hours worked by a **New World** employee per day on this project. The daily rate is protected for 12 months after the final go live date, at which time the daily rate shall be the then-current **New World** daily rate.
7. **"Delivery of Licensed Standard Software"**:
Licensed Standard Software will be delivered in a machine readable form to Customer via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
8. **"Development Software"**:
Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.
9. **"Installation of Licensed Standard Software"**:
Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
 - (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
 - (b) thirty (30) days after delivery of the Licensed Standard Software.
10. **"Licensed Custom Software"**:
Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
11. **"Licensed Documentation"**:
New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
12. **"Licensed Products"**:
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
13. **"Licensed Software"**:
The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
14. **"Licensed Standard Software"**:
The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
15. **"SSMA"**:
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
16. **"Travel Expenses"**:
All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including but not limited to, airfare, rental car, lodging (accommodations must be located in Hanover Park), mileage, parking/tolls, and daily per diem expenses.
17. **"Travel Time"**:
Actual **New World** employee travel time billed at the Hourly Rate of \$140/hour, up to, but not exceeding, four (4) hours per each trip relating to this project.
18. **"Upgrades"**:
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

GENERAL TERMS AND CONDITIONS**1.0 SINGLE USE LICENSE**

- 1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.
- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
 - (i) Program libraries, either source or object code;
 - (ii) Operating control language;
 - (iii) Test data, sample files, or file layouts;
 - (iv) Program listings; and
 - (v) Licensed Documentation.
- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

2.0 OWNERSHIP

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

- 3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

- 4.1 **New World** warrants, for **Customer's** benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants, for **Customer's** benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.
- 4.3 **New World** warrants, for **Customer's** benefit only, that the items coded compliant and/or modifications in the Response to **Customer's** RFP will be met as described in Exhibits B, G, I, K, L and M.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 *INSTALLATION AND TRAINING SUPPORT SERVICES*

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 *CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES*

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

- (i) provide timely answers to **New World's** requests for information;
- (ii) coordinate a mutually agreeable implementation and training schedule;
- (iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
- (iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

7.0 *BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES*

7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated as provided in Illinois Prompt Payment Act and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, or in the original RFP, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s).

7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect.

SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.

- 7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.
- 7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

8.0 *NON-RECRUITMENT OF PERSONNEL*

- 8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

- 9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.
- 9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:
- (i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.
 - (ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;
 - (iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;
 - (iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
 - (v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.
- 9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 *LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES*

New World's entire liability and **Customer's** exclusive remedies are set forth below:

- 10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is

- unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.
- 10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the aggregate of Exhibit A Licensed Standard Software fees listed to **New World**.
- 10.3 Except as provided above, **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.
- 10.4 Except as provided above, if it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

- 11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

12.0 INDEPENDENT CONTRACTOR

- 12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.
- 12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

- 13.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.
- 13.2 **Liability and Property Insurance – Comprehensive Form:** **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.
- 13.3 **Automobile Liability Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed \$1,000,000.

14.0 DISPUTE RESOLUTION BY ARBITRATION

- 14.1 Any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in a good-faith effort to resolve any dispute or

- controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.
- 14.3 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement**. The arbitrator(s) shall have no authority to award damages over and above those provided for in this **Agreement** and in any event shall not exceed the limitations set forth in subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.
 - 14.4 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record, except as required by the Freedom of Information Act.
 - 14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.
 - 14.6 In the event that a controversy or claim arising out of or relating to this **Agreement**, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

15.0 TERMINATION

- 15.1 **By Customer:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:
 - (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
 - (ii) **New World** shall have forty-five (45) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;
 - (iii) During the forty-five (45) day cure period, **Customer** and **New World** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with each other and reassigning personnel if necessary to improve the working relationship;
 - (iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.
- 15.2 **By New World:** If **Customer** fails when **New World** is not in default to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:
 - (i) The termination notice shall define the reason for termination;
 - (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have thirty (30) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
 - (iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
 - (iv) During the applicable cure period, each party will use sound management practices and their best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
 - (v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.
- 15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 15.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.
- 15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.
- 15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 PATENT AND TRADEMARK INDEMNIFICATION

New World agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

17.0 NOTICES

- 17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**, Attention: Village Manager and Village Mayor.
- 17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):
- New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

18.0 GENERAL

- 18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**
- 18.2 This **Agreement** is governed by the laws of the State of Illinois and it shall be binding on the successors and assigns of the parties.
- 18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after the cause of action has accrued.
- 18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.
- 18.7 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.
- 18.8 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.
- 18.9 In those situations where **Customer** requests **New World** to provide a Performance Bond, **New World** will provide a Performance Bond for the one-time project cost listed on Exhibit AA at **Customer's** expense. The cost of the bond will be billed to **Customer** and **Customer** agrees to pay promptly for the Performance Bond when invoiced. If no bond is required, no project cost for such bond listed on Exhibit A shall be due or payable.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, and Third Party Products

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further described in Exhibit A	\$361,000
1. Licensed Standard Software	\$586,000
2. Less Demonstration Site Discount	(225,000)
B. IMPLEMENTATION SERVICES	356,140
1. PROJECT MANAGEMENT as further described in Exhibit B	
2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
6. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	
C. DEVELOPMENT SOFTWARE as further described in Exhibit I	11,410
1. Development Software	\$18,000
2. Less Demonstration Site Discount	(6,590)
D. PERFORMANCE BOND	8,300
ONE TIME PROJECT COST:	<u>\$736,850</u>
E. BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND/OR CUSTOM SOFTWARE As further described in Exhibit H	\$15,000
F. TRAVEL EXPENSES (Estimate) – billed as incurred	\$60,000
G. STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C.	

PRICING ASSUMES CONTRACT EXECUTION BY MAY 31, 2013.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A. LICENSED STANDARD SOFTWARE	\$361,000
1. Amount invoiced upon Effective Date (50%)	\$180,500
2. Amount invoiced upon installation of Licensed Standard Software (50%)	180,500
B. IMPLEMENTATION SERVICES	356,140
1. Amount invoiced upon Effective Date (30%)	\$106,850
2. Amount invoiced upon completion of SOW Step 3 - Complete and Approve Project Plan (20%)	71,230
3. Amount invoiced upon completion of SOW Step 4A - Technical System Setup (20%)	71,230
4. Amount invoiced upon completion of SOW Step 7 - Conduct User Training (20%)	71,230
5. Amount invoiced upon completion of SOW Step 8 - Conduct Go-Live (10%)	35,600
C. DEVELOPMENT SOFTWARE	11,410
1. Amount invoiced upon Effective Date (50%)	\$5,705
2. Amount invoiced upon delivery of Licensed Software (50%)	5,705
D. PERFORMANCE BOND AND OTHER COSTS	8,300
1. Performance Bond – invoiced upon Effective Date	\$8,300
ONE TIME PAYMENTS:	<u>\$736,850</u>

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

- E. BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND/OR CUSTOM SOFTWARE As further described in Exhibit H \$15,000

- F. TRAVEL EXPENSES (*Estimate) \$60,000*
(These expenses are billed as incurred)
 - 1. 40 Trips are anticipated

- G. STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

LOGOS.NET STANDARD APPLICATION SOFTWARE^{1,2,3}		
ITEM	DESCRIPTION	INVESTMENT
<u>FINANCIAL MANAGEMENT</u>		
1.	Logos.NET Financial Management Base Suite	\$45,000
	- General Ledger	
	- Budget Management	
	- Annual Budget Preparation	
	- Accounts Payable	
	- Revenue/Cash Receipting	
2.	Logos.NET Additional Financial Management Software	
	- Asset Management	7,000
	- Project Accounting	7,000
	- Misc. Billing & Receivables	7,000
	- Government (GASB) Reporting	13,000
	- Bank Reconciliation	5,000
	- Work Orders	13,000
3.	Expanded Revenue Collections	
	- PC Cash Register Interface (Multi-Application)	21,000
	- 3 rd Party Receivables Interface (Batch)	7,000
4.	Logos.NET Procurement Management Suite	
	- Purchasing Base	13,000
	- Requisition Processing	7,000
	- Bid & Quote Management	7,000
	- Contract Accounting	7,000
	- Inventory Management	13,000
<u>PAYROLL & HUMAN RESOURCES SUITE</u>		
5.	Logos.NET Human Resources Management Base Suite	36,000
	- Payroll Processing	
	- Personnel Management	
	- Position Control	
6.	Logos.NET Human Resources	
	- Employee Event Tracking	8,000
	- Personnel Action Processing	8,000

- 7. Logos.NET Benefits Management**

 - Benefits Administration 7,000
 - COBRA Billing Administration 7,000
 - Workers Compensation Administration 9,000

- 8. Logos.NET Additional Payroll & HR Modules**

 - Applicant Tracking 8,000
 - Position Budgeting 8,000
 - Time & Attendance Interface⁴ 8,000
 - Benefit Tracking (Non-Employee) 8,000

UTILITY MANAGEMENT SUITE

- 9. Logos.NET Utility Management Software**

 - Water/Sewer/Refuse Base Package 30,000

- 10. Logos.NET Additional Utility Management Modules**

 - Automatic Meter Read (AMR) Interface⁵ 6,000
 - Meter and Device Inventory 8,000
 - Service Order Processing 14,000

COMMUNITY DEVELOPMENT SUITE

- 11. Logos.NET Community Development Software**

 - Business Licensing 11,000
 - Parcel Management 7,000
 - Permits 13,000
 - Municipal Inspections 13,000
 - Code Enforcement 9,000
 - Requests for Services Tracking 13,000

- 12. Logos.NET Additional Community Development Modules**
 - GIS Integration⁶
 - Community Development 19,000
 - Business Licensing (4 screens)*
 - Parcel Management (7 screens)*
 - Permits (2 screens)*
 - Municipal Inspections (4 screens)*
 - Code Enforcement (3 screens)*
 - Requests for Services Tracking (1 screen)*
- Utility Billing 7,000
 - Base Package (3 screens)*
 - Meter Inventory (1 screen)*
 - Service Order Processing (4 screens)*

- Financial Management	6,000
<i>Asset Management (2 screens)</i>	
<i>Work Orders (1 screen)</i>	
- GIS Data Views	
- Community Development	10,000
<i>Business Licensing (1 screen)</i>	
<i>Parcel Management (1 screen)</i>	
<i>Permits (1 screen)</i>	
<i>Municipal Inspections (1screen)</i>	
<i>Code Enforcement (1 screen)</i>	
- Utility Billing	4,000
<i>Base Utilities (1 screen)</i>	
- Financial Management	4,000
<i>Asset Management (1 screen)</i>	

eSUITE

13. eSuite Base Software	13,000
14. eFinance	
- eSupplier	8,000
- ePayments	8,000
15. eHR	
- eEmployee	20,000
- eTimesheets	10,000
- eBenefits Administration	10,000
16. eCommunity	
- ePermits	8,000
- eLicense	8,000
- eRequest	8,000
17. eUtility	
- eUtilities	8,000

BUSINESS ANALYTICS

18. Finance Analytics	
- Includes 10+ users	8,000
19. Human Resource/Payroll Analytics	
- Includes 10+ users	8,000
20. Utility Management Analytics	
- Includes 10+ users	8,000
21. Community Development Analytics	
- Includes 10+ users	8,000

AUTHORIZED USERS

22. Site License for up to 700 Authorized Users ⁷	Included
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NEW WORLD STANDARD SOFTWARE LICENSE FEE	586,000
LESS DEMONSTRATION SITE DISCOUNT	(225,000)
TOTAL SOFTWARE LICENSE FEE ^{8,9}	\$361,000

Note: A Site License is included for this solution. This Site License entitles the Village of Hanover Park, Illinois to 700 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within the Village of Hanover Park, Illinois.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*
- ² *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- ⁴ *Time & Attendance interface is a two-way interface. Additional support may be required for 3rd Party changes; any interface that is setup will be maintained by New World.*
- ⁵ *Currently supports interfaces to Sensus/Rockwell, Neptune, Itron, Radix, Syscon and Schlumberger devices. Technical assurance must be obtained to verify the Business Partner's software/hardware release level interface requirements.*
- ⁶ *GIS integration currently supports either ESRI's ArcIMS or ArcGIS Server software; the ArcIMS and ArcGIS Server software and any services related to the installation and setup of ArcIMS or ArcGIS are not included in this proposal. The ArcIMS or ArcGIS Server software would need to be purchased, installed and setup separately.*
- ⁷ *Additional cost per group of 5 for authorized users is \$2,500.*
- ⁸ *Prices assume that all software proposed is licensed.*
- ⁹ *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at **Customer's** location
 - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
 - a project close-out meeting at **Customer's** location to conclude the project.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 18 months after the Effective Date.

2. Implementation and Training Support Services

Based on the Licensed Standard Software listed on Exhibit A and Exhibit B, Item Number 3, up to **147** days of **New World** implementation and training support services have been allocated for this project. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software; and
- c) 10 Days of End-User Training

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan at customer's choice (e.g., portions of project management are performed in Troy).

3. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) Bank Reconciliation
- b) AMR Interface
- c) Time and Attendance
- d) 3rd Party Receivables (Batch)

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES**4. Hardware Quality Assurance Service**

New World shall provide Hardware Systems Assurance of **Customer's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services (Standard) Environment:
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of **New World** Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Additional Services Available

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Hourly Rate).

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

1. SSMA Period

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the delivery of Licensed Standard Software (“Start Date”) and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

2. Services Included

New World shall provide the following services during the SSMA term.

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Daily Rate.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer’s** request, or for prior releases of **New World’s** software, then the additional **New World** maintenance or support services provided shall be billed at the Daily Rate.

4. Billing

Maintenance costs will be billed annually.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Daily Rate.

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

Annual Maintenance Cost

Year 1	No charge
Year 2	\$93,760
Year 3	99,620
Year 4	105,480
Year 5	111,340

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **Village of Hanover Park**
Customer Name

Located At: **2121 Lake Street**
Hanover Park, IL 60133

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:
 - a) Program Libraries, whether source code or object code;
 - b) Operating Control Language;
 - c) Test or Sample Files;
 - d) Program Listings;
 - e) Record Layouts;
 - f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
 - g) All **New World** Product Bulletins and/or other **New World** Product related materials.

2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's Standard Software License and Services Agreement** with **New World**.

3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the *Standard Software License and Service Agreement* between **Customer** and **New World**.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: _____

Individual: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after the contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files. Fifteen (15) days of on-site Data File Conversion Assistance is included

1. General

- a) This conversion effort includes data coming from multiple sources.
- b) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by **Customer** prior to providing the data to **New World**
- c) For Utilities, a data mapping trip is included.
Accounts that are included in the conversion are as follows:
 - 1. Active accounts
 - 2. If no active account exists, the most recent inactive account will be converted
 - 3. Any account that owes money
 - 4. Active Services
 - 5. Consumption History for the current meter on the account
- d) For Community Development, a data mapping trip is included.

2. New World Responsibilities

- a) **New World** will provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
- b) **New World** will provide the data conversion programs to convert **Customers** data from a multiple data source to the **New World Licensed Standard Software**.
- c) As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip for each application is included as described above.
- d) **New World** will provide the **Customer** up to 3 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
- e) **New World** will provide the standard conversion record layouts to the **Customer** and convert the available data elements defined in the standard conversion record layouts.
- f) All historic data will be converted by **New World**.
- g) 15 days of on-site Data File Conversion assistance.

3. Customer Responsibilities

- a) **Customer** will provide data in standard conversion record layouts as provided by **New World**. Submitted data files must include an accurate count of records contained in the files.
- b) Data will be submitted to **New World** in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the New World ftp site.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

- c) As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one commitment exists for **Customer** commitment and **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
- d) **Customer** agrees to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. Applying the converted data to the production (Live) environment will constitute conversion acceptance by **Customer**.
- e) If the **Customer** cannot provide data in the format defined in New World's standard conversion record layouts then **New World** will map the data to New World's standard conversion record layout at the Daily Rate. The **Customer** must provide complete file and field definitions for **New World** to map the data.

4. Files to be converted

Up to 8 files from the following possible sources are included.

Financial

- Vendor Information
- General Ledger/Budget History

Payroll

- Employee Information

Utility

- Utility Information

Community Development

- Parcel Import
- Permit/Inspection History
- Business License Information/Contractors
- Code Enforcement Violation

EXHIBIT G
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR
CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)(1) procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

Custom Software/Interfaces

- (1) NeoGov Interface: NeoGOV Interface: Two-way interface between NeoGov and New World Systems. NeoGov will provide the data elements for Applicant and Evaluation and this information will be imported into New World Systems. This information will be mainlined in NeoGov. Updates made in New World Systems to this information will not be updated back to NeoGov. New World Systems will provide the data elements for Employee Information and Position Control, and this information will be imported into NeoGov. Updates made in NeoGov to this information will not be updated back to New World Systems.
- (2) EMC Application Extender (Document Management Systems) Interface: Enables the user to directly access a 3rd Party Document Imaging application to view scanned documents associated to a transaction or master record. Functionality is currently available in the following areas: Accounts Payable Invoices, Payments (Checks), Revenue Collection Receipts, Journals, Purchase Orders, Requisitions and Employees.
- (3) Interface to FireHouse for Inspections -- A one way interface process using web services for near real time to export inspection information from New World inspections module to Firehouse.
- (4) Utility Lockbox Import: A one-way, user-initiated, batch process to import Utility account payments from a third party system to New World as a Utility payment transaction.
- (5) Ability to import/export data from Payroll module and bank to accommodate positive pay and direct deposit.
- (6) Utility Bill Export to Third Millennium: A one-way, user-initiated, batch process to export Utility account bill information from New World's cycle bill and exception bill processing to a third party system.
- (7) IMRF Export: 457, IMRF, ICMA, State of Illinois (W-2, EFW2, SUTA) and federal (W-2, EFW2) reporting will be included and New World Systems will adhere to the required formats as listed in Appendix 2, Statement of Work.

With New World providing consultation, Customer is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of New World’s Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Programming and programming test.
- (4) On-site training, testing and/or other support services at the Daily Rate.

For modification requiring over five (5) days of work, **New World** utilizes a design document procedure [see 2(b)(1) below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with Customer Staff. Customer agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to Customer .	To be determined
(3) RD is accepted and signed off by Customer (no programming will be done by New World until the formal sign-off and Customer’s authorization to proceed in writing).	To be determined
(4) New World completes programming from RD and provides modified software to Customer .	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) Customer’s Responsibility

All **Customer** requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT H
BUDGET ESTABLISHED FOR CUSTOMER REQUESTED
STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

1. Establish a Budget for Software Enhancements and/or Custom Software

As described in Exhibit AA, **Customer** has allocated a budget of **\$15,000** to provide customer specific Standard Software Enhancements, Modifications, or Custom Software. **Customer** may elect to proceed by providing **New World** with a written Notice to Proceed. Upon receipt of a Notice to Proceed, **New World** shall invoice **Customer** for 60% of the associated costs, which **Customer** agrees to pay within thirty (30) days of invoice. The remaining 40% shall be invoiced upon delivery of the item requested, which **Customer** agrees to pay within thirty (30) days of invoice.

2. Notice to Proceed

After receiving a written Notice to Proceed by Customer, **New World** will provide **Customer** the requested Standard Software Enhancements and/or Custom Software as specified in the Notice and/or as further discussed below. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 3(b)(1) procedure below.

An analysis and assessment (“Assessment”) to confirm the scope of effort for the specified work will be conducted prior to beginning actual programming work on **Customer’s** required enhancement(s). If the Assessment exceeds the budget in this Exhibit, at **Customer’s** request, **New World** will provide a revised estimate for the modifications/interfaces. Within thirty (30) days of receipt of New World’s revised estimate, **Customer** shall notify **New World** whether it will proceed with the modifications/interfaces based on the revised estimate by providing New World a new Notice to Proceed.

3. Methodology to Provide Enhancements and/or Custom Software

a) Definition of New World’s Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **Customer**. Only items identified in the Assessment above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include a detailed description of the required feature.
- (3) Programming and programming test.
- (4) On-site training, testing and/or other support services using Exhibit B rates and fees.

Exhibit H / BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with Customer Staff. Customer agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to Customer .	To be determined
(3) RD is accepted and signed off by Customer (no programming will be done by New World until the formal sign-off and Customer's authorization to proceed in writing).	To be determined
(4) New World completes programming from RD and provides modified software to Customer .	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) Customer's Responsibility

All **Customer**-requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT I
DEVELOPMENT SOFTWARE

The following Development Software modules, when developed, will be delivered to **Customer** as Licensed Standard Software:

DEVELOPMENT SOFTWARE		
ITEM	DESCRIPTION	INVESTMENT
<u>eSUITE</u>		
1.	eFinance	
	- eMiscellaneous Billing	8,000
2.	eHR	
	- eTraining	10,000
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	\$18,000
	LESS DEMONSTRATION SITE DISCOUNT	(6,590)
TOTAL DEVELOPMENT SOFTWARE		\$11,410

Implementation, training, support services, and SSMA costs are not included in this **Agreement**. SSMA costs will be added to **Customer's** current SSMA fees as described in Exhibit C to this **Agreement**. Implementation, training, and support services associated with the Development Software will be provided at the Daily Rate.

Payment terms for the Development Software are described in Exhibit AA.

EXHIBIT J
ACCEPTANCE TESTING

Each application of Licensed Software shall be deemed to have been accepted upon the successful completion of either Criteria 1 or Criteria 2 (listed below) whichever occurs first. Acceptance Testing is successful under either Criteria 1 or Criteria 2 unless the Licensed Software application contains a warranty defect which substantially impairs the value and **Customer's** use of the Licensed Software. Any claimed defects must be documented in writing as set forth in Exhibit C.

Criteria 1:

Using Exhibit B support services, **New World** shall assist **Customer** in conducting the following software Acceptance Test.

Following published specifications using established procedures and controls, the test criteria includes:

1. the successful entering and editing of a representative sample of transactions;
2. the successful processing of a representative sample of file maintenance transactions for the master file transactions; and
3. the successful generation of standard output reports.

Testing under Criteria 1 may be completed before **Customer** has gone "live" on the application. If Criteria 1 is used, **Customer** agrees to provide the requisite resources to timely complete the Acceptance Test procedure. If **Customer** unreasonably delays the start of the Criteria 1 test procedure for more than fourteen (14) calendar days beyond the designated test date, then successful software acceptance shall be deemed to have occurred for that application of Licensed Software on the fifteenth (15th) day after the designated test date.

Criteria 2:

Successful acceptance of each application of Licensed Software delivered shall be deemed to have occurred at the time **Customer** begins using the application of Licensed Software to produce data or output which is distributed for actual use and/or otherwise used as "live data".

EXHIBIT K
INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP
SOFTWARE SPECIFICATIONS

For the applications licensed on Exhibit A, the **New World** Detail Response to the software specifications of **Customer's** RFP is incorporated in this **Agreement** by reference.

All items coded as compliant and/or modification in the **New World** Detail Response to **Customer's** RFP Questionnaire will be provided to **Customer** through currently existing Exhibit A software capabilities, **Customer's** use of 3rd Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C.

If the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **Customer** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

EXHIBIT L
CUSTOMER RFP AND RESPONSE

Attached is customer's RFP and New World's response.



OPTIONAL APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

April 24, 2013

This agreement (**Agreement**) between the **Village of Hanover Park, IL, (Customer)** and **New World Systems® Corporation, (New World)** is to cover the procurement of Third Party products and services by **New World** for **Customer**.

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By their written approval below, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

Village of Hanover Park
2121 Lake Street
Hanover Park, IL 60133

Upon execution of this **Agreement**, a down payment of 50% of the Exhibit 1 cost is due. The balance is due upon delivery of the Third Party products. **Customer** agrees that failure to pay the amount billed within fifteen (15) days will result in a daily finance charge equal to .1% (.001) of the Exhibit 1 cost. If applicable, the finance charge will be computed and invoiced separately based on the receipt of **Customer's** payment to **New World** for Exhibit 1 amounts due. **Customer** agrees to pay all applicable finance charges (if any) promptly.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on said Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

VILLAGE OF HANOVER PARK, IL
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this **Agreement** on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

EXHIBIT 1
CONFIGURATION

THIRD PARTY PRODUCTS AND SERVICES

- | | | |
|----|---|---------|
| 1. | PC Based Cash Register Component Kit | \$1,175 |
| | Includes: MMF Cash Drawer, Epson USB Receipt/Validation/Slip Printer and Symbol/Motorola USB Bar Code Scanner | |

NOTE: Windows PC Workstation Not Included

TOTAL THIRD PARTY PRODUCTS AND SERVICES	\$1,175
--	----------------

APPENDIX 2
STATEMENT OF WORK

Placeholder for Statement of Work



New World Systems[®]
The Public Sector Software Company

Village of Hanover Park

Illinois

Statement of Work

Prepared by:
New World Systems

888 West Big Beaver Road, Suite 600
Troy, Michigan 48084
Phone: (248) 269-1000
www.newworldsystems.com

March 14, 2013

Document Control Sheet

General Information

Project Name	Project Manager	Business Owner (Key Sponsor)	Provider Single Point of Contact
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Document Preparation Information

Author	Date	Organization Name
Phone Number	E-Mail	
File Location (link)		

Distribution and Approvals

Name	Title and Organization	Signature	Approval Date

Change History

Date	Change Description	Approved By

Table of Contents

	<u>Page</u>
STATEMENT OF PURPOSE	1
GENERAL ASSUMPTIONS	2
NEW WORLD AND CUSTOMER STAFF	3
NEW WORLD SYSTEMS PROJECT METHODOLOGY OVERVIEW	5
PHASE: INITIATION.....	8
<i>Step 1: Conduct Start-up Activities.....</i>	<i>9</i>
PHASE: PLANNING	14
<i>Step 2: On-Site Account Management Planning Meeting</i>	<i>15</i>
<i>Step 3: Complete and Approve Project Plan.....</i>	<i>21</i>
PHASE: CONSTRUCTION	26
<i>Step 4: Standard Solution Build.....</i>	<i>27</i>
<i>Step 5: Functional Review</i>	<i>31</i>
<i>Step 6: Finalize Configuration</i>	<i>34</i>
PHASE: TRANSITION	37
<i>Step 7: Conduct User Training.....</i>	<i>38</i>
<i>Step 8: Conduct Go-Live</i>	<i>39</i>
<i>Step 9: Implement Post Go-Live Deliverables.....</i>	<i>41</i>
PHASE: CLOSING	43
<i>Step 10: Project Closure Activities.....</i>	<i>44</i>

STATEMENT OF PURPOSE

This Statement of Work (SOW) defines the principal activities and responsibilities of the Village of Hanover Park, IL, (**Customer**) and **New World** for the implementation of an integrated system consisting of:

Logos.NET Modules and Functions
Financial Management
Human Resources/Payroll
Community Development
Utility Management
eSuite
Business Analytics

The integrated technology shall be provided by **New World** to transition from the existing technology supporting **Customer’s** participants and to support **Customer’s** operation.

This SOW requires that **New World** and **Customer** provide the management leadership and staff commitment to fulfill their responsibilities as described in the **Agreement**.

GENERAL ASSUMPTIONS

1. This Statement of Work will be utilized by **New World** and **Customer** to manage implementation of the **New World** technology and to transition **Customer** from its existing technologies and operation to the technology provided and described in the **Agreement**.
2. Work will be performed at **Customer's** location and **New World's** project offices and will be performed on business days during **Customer's** normal business hours, except when both parties agree otherwise.
3. The project consists of the delivery, installation, configuration, testing, implementation and go-live of the Licensed Standard Software that provides the functionality and operation described in this **Agreement**.
4. Additional work activities and software functionality not described in the Statement of Work will be considered a change to this project and will be authorized by **Customer** using the Project Change Request.
5. **Customer** and **New World** expect and agree that the Statement of Work will be modified from time to time, especially after **New World** gains a more complete understanding of **Customer's** existing technologies, business practices and operations.

NEW WORLD AND CUSTOMER STAFF

Responsibilities of **New World** and **Customer** staff are described in the **Agreement** and this Statement of Work.

NEW WORLD EXECUTIVE SPONSORS***Sandro Viselli, Vice President Customer and Product Operations***

Mr. Viselli is the **New World** Executive responsible for professional services and support for all projects. He will stay actively involved in the project implementation and will attend several on-site project status meetings.

Andy Breeden, Director Professional Services

Mr. Breeden and his team of project managers and trainers are responsible for the implementation of the **Customer** project. He will be active in the project implementation and scheduling of resources. In addition, he will have direct contact on a regular basis with the **Customer** Project Manager to ensure the highest level of satisfaction during project implementation

PROJECT TEAM**TBD, Project Manager**

A project manager will be assigned to the project upon **Agreement** signing. The Project Manager may provide some of the initial set up and training and will also be a technical liaison to **New World**. In addition, the Project Manager will generate all status reports and correspondence.

Steve Vetter, Director Customer Support

Mr. Vetter will oversee the operation of the Customer Support Team, including the Call Center. He will work closely with the **New World** and **Customer** Project Managers to ramp up the support team to provide support during go-live and ongoing support thereafter.

TBD, New World On-Site Installation Support

These professionals will be assigned to the implementation of the **New World** deliverables. They will provide the initial set up, testing and user training, along with recommendations for additional training staff as required.

CUSTOMER EXECUTIVE SPONSORS***TBD, Customer Senior Manager***

TBD will be the primary senior management contact for **New World**. He/She will be responsible for senior management communications regarding the overall relationship, contractual matters, gaining approvals from funding sources when necessary, overseeing **Customer** project governance and will coordinate any senior management activities of **Customer's** staff in fulfilling the **Customer's** responsibilities within this SOW and the **Agreement**.

TBD, Customer Project Manager

TBD will be the primary contact for **New World**. He/She will be responsible for communication with the **Customer** regarding project progress, issues and/or changes and will coordinate and manage activities of **Customer's** staff in fulfilling the **Customer's** responsibilities within this SOW and the **Agreement**.

TBD, System Administrator

The System Administrator (SA) will be responsible to ensure **Customer's** network, servers and client (PC) environment (i.e., **Customer's** hardware and system software infrastructure) is installed and maintained properly; provide operational support of **Customer's** hardware and system software infrastructure; provide operational support for **New World** Standard Software to **Customer's** user staff and perform backup, recovery and routine update procedures for **New World's** Licensed Standard Software.

NEW WORLD SYSTEMS PROJECT METHODOLOGY OVERVIEW

The focus of **New World's** Project Manager, Program Management Office (PMO), services team, support team and all personnel associated with this project is to assist the **Customer** complete their project successfully.

Since its inception, **New World** has successfully completed thousands of **Customer** projects and developed a standard project management methodology that is predictable, repeatable, lowers risk and maximizes **Customer** success. This standard approach, the **New World** Project Implementation Methodology (PIM), is based upon a combination of Project Management Institute (PMI) guidelines (PMBOK) and years of successful **New World** project management activity deploying public safety solutions.

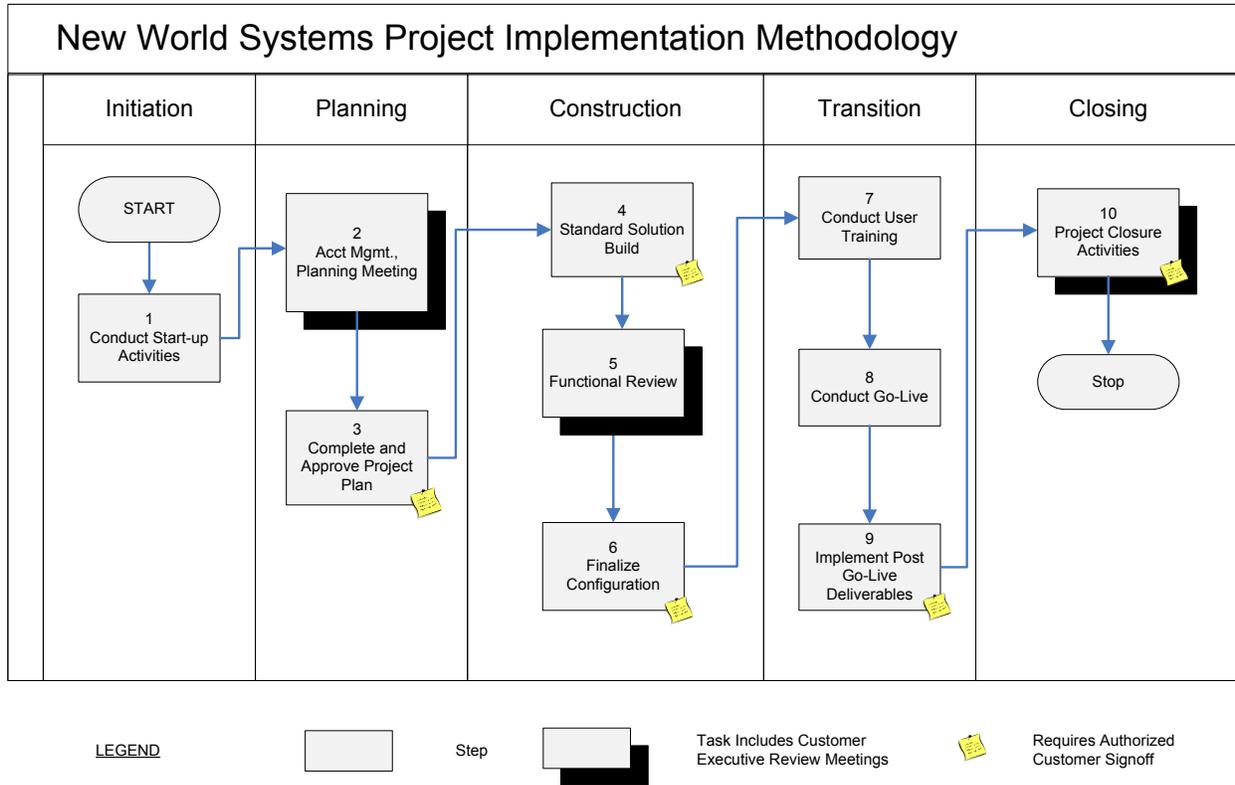
The **New World** PIM is the standard process that **New World** follows for all project implementations. Projects are divided into five distinct phases during implementation:

1. **Initiation** – Engage project management, establish initial communication channels and begin planning
2. **Planning** – Create and approve the Project Plan
3. **Construction** – Execute the Project Plan to convert data, to integrate with external touch points, and to configure and review the system for overall solution readiness
4. **Transition** – Train users, execute go live, complete post-go live activities and finalize **Customer** application customizations
5. **Closing** – Review and approve the project closure, disengage project management and formally transfer **Customer** to Account Management team

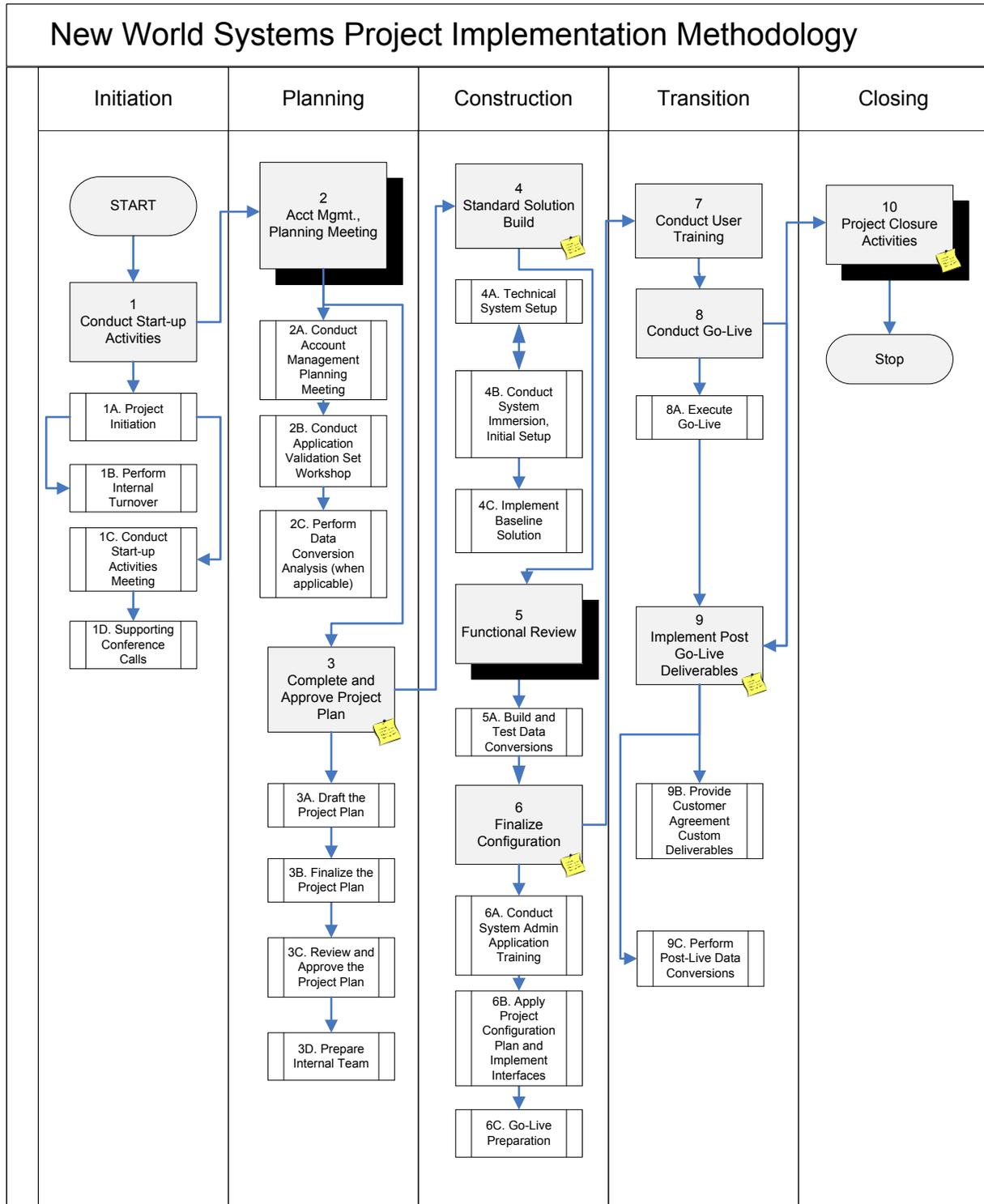
Each phase consists of one or more steps. Each step includes:

1. **New World responsibilities** – Activities **New World** staff is responsible to perform
2. **Customer responsibilities** – Activities **Customer** staff is responsible to perform
3. **Inputs (prerequisites)** – Items that must be completed prior to the start of the step and are used during the step
4. **Outputs (completion criteria)** – Items that must be completed during the step and are requirements in order to consider the step complete (outputs are often the inputs of future steps and must be completed in order to keep the project on track)

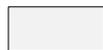
A diagram of the Project Implementation Methodology is shown on the following page. Although the steps on the diagram are sequential, over time, steps will overlap.



The key tasks and related project deliverables that comprise the work breakdown structure (WBS) of the Project Implementation Methodology are shown in the diagram on the following page. Each step and project deliverable are described in detail in the sections following this diagram. The full work WBS is embedded in the Project Schedule template (mpp), which is used in conjunction with this methodology.



LEGEND



Step



Task / Deliverable



Task Includes Customer Executive Review Meetings

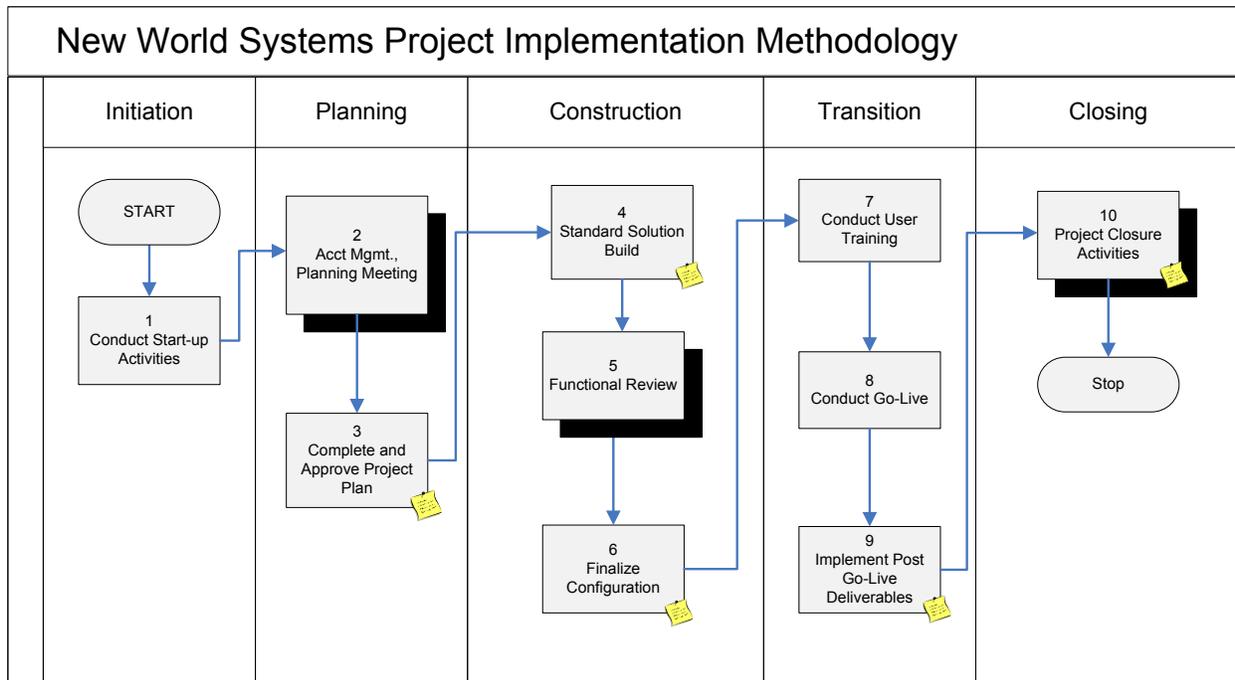


Requires Authorized Customer Signoff

PHASE: Initiation

Purpose: Engage project management, establish initial communication channels and begin planning.

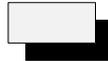
Description of Phase: The Initiation Phase consists of one step. During this Phase, the **New World** and **Customer** Project Managers are assigned and the **New World** Sales representative initiates the formal transition of the project to the **New World** Operations team. This team includes Executive Sponsorship, Senior Program leadership, Program Office Management (PMO) governance, Project Management and Delivery Center specialists. In this Phase, this Operations team establishes a foundation for program governance, retention of project artifacts and takes ownership of the **Customer** communications and the execution of the **Agreement**.



LEGEND



Step

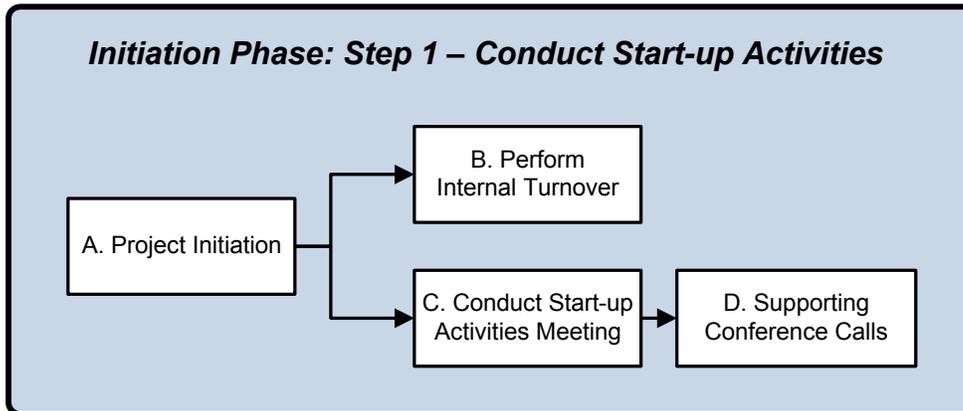


Task Includes Customer Executive Review Meetings



Requires Authorized Customer Signoff

Step 1: Conduct Start-up Activities



A. Project Initiation

Overview: Within one week of **Agreement** execution, the **Customer’s** project will be initiated. Key activities include:

1. Initial call to the **Customer** to set the date and time for a Start-up Activities conference call
2. PMO establishes framework for project execution and governance (e.g., project metrics/status reporting, project artifact storage)
3. Execution of the **Agreement** is assigned to a delivery team (e.g., Executive Sponsor, Project Manager)

New World responsibilities: The Sales Representative is responsible for the initial call to the **Customer** and the PMO is responsible for initiating the project at **New World** and establishing the framework for governance.

Customer responsibilities: None

Inputs (prerequisites):

1. **Agreement**
2. Turnover Document

Outputs (completion criteria):

1. Phone call with **Customer**
2. Storage of project artifacts and governance framework established on the Project Management Portal

B. Perform Internal Turnover

Overview: The assigned **New World** Project Manager will coordinate and facilitate an internal turnover meeting with key staff members associated with project planning, development and implementation. Key staff members include:

- New Account Sales/**Customer** Care Manager
- Solution Consulting Practice Manager(s)
- Solution Consulting Administrative Assistant
- System Assurance Manager / Technical Lead
- PMO Manager
- Project Manager
- Professional Services Manager
- Data Conversion Manager
- Interface Manager
- **Customer** Support Account Manager
- Others as needed

New World responsibilities: Individual responsibilities are described below:

Project Manager:

1. Review the **Agreement** and Customer Agreement Assessment Report
2. Review Turnover Document
3. Coordinate and schedule meeting
4. Create and distribute meeting agenda
5. Conduct meeting
6. Facilitate a discussion that defines delivery structure and proposed project schedule for this project (e.g., application build approach/WBS; Delivery Center Technical Leadership, anticipated timeline)
7. Initiate the Project Management Plan and Project Binder (internal document)
8. Document action items, issues and risks in Project Management Plan

Other **New World** employees:

1. Prior to the meeting,
 - a. PMO creates the Customer Agreement Assessment Report. They review the project initiation documents (e.g., **Agreement**, Turnover Document), highlight key deliverables, **Customer** expectations, terms and conditions and verify that the **Customer** billing plan conforms to the **Agreement**.
 - b. PMO will create an initial Project Schedule where the WBS is aligned with the deliverables defined in the **Agreement**.
 - c. Each attendee will review all project related information, i.e., **Agreement**, internal documentation, meeting agenda, etc.
2. Attendees will prepare questions and observations requiring further discussion
3. Attend meeting and discuss agenda items
4. Document and follow up on any items requiring their attention

Customer responsibilities: None

Inputs (prerequisites):

1. Turnover Document (internal document)
2. **Agreement**
3. Project Manager assigned
4. Customer Agreement Assessment Report (internal use only)
5. Project Management Plan
6. Project Schedule Template
7. Project Binder (internal document)

Outputs (completion criteria):

1. Tracking system updated with entries (cases) for **Customer**\contract deliverables
2. First iteration of the Project Schedule, Project Management Plan and Project Binder

C. Conduct Start-up Activities Meeting

Overview: The Project Manager will facilitate a meeting with the **Customer**. The objectives for this meeting are:

1. Introduction of **New World's** Project Manager and Executive Management team
2. Describe key teams/groups and identify their roles and responsibilities during the project
3. Discuss expectations of **Customer** and **New World**
 - a. Senior **Customer** leadership will be required for executive project reviews and signing approval documents
 - b. Project timeframes
4. Discuss **New World** Project Methodology Overview
5. Discuss Account Management Planning meeting agenda and objectives
6. Set date for on-site Account Management Planning meeting and discuss site preparation
7. Discuss keys to projects success
8. Schedule System Assurance Phone conference
9. Obtain topology diagram of **Customer's** network

New World responsibilities: The Sales Representative is responsible for arranging and coordinating the meeting through the initial **Customer** phone call.

Customer responsibilities: Attend meeting and be prepared to discuss agenda items. Supply updated topology diagram of the network.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Standard Meeting Agenda and Presentation template for meeting
3. Project Management Plan
4. Initial Project Schedule

Outputs (completion criteria):

1. Post-Trip Report (when conducted on site) or follow-up email (when conducted remotely via conference call)
2. Updated Project Schedule
 - a. Initial baseline based on project size and deliverables
 - b. Initial **Customer** meeting activities defined
3. Customized meeting agenda and presentation
4. Updated Project Status record; include initial project baseline dates
5. Updated Project Management Plan (e.g., action items, issues, risks identified)
6. Supporting documentation
7. Project Managers, Executive Manager and Subject Matter Experts (SMEs) roles reviewed
8. **Customer** supplied topology diagram of the network
9. Scheduled System Assurance Phone Conference

D. Supporting Conference Calls

Overview: The System Assurance Technical Lead will work with the Project Manager to coordinate and facilitate a conference call with the **Customer** to address System Assurance planning / analysis. The key objective of this conference call is to ensure the **Customer** understands what information is needed for the System Assurance process to be successful and to establish an agreed upon timeline for this information.

New World responsibilities: System Assurance Technical Lead facilitates conference call with the **Customer** and **New World** technical resources to address the initial System Assurance planning and analysis..

Customer responsibilities: **Customer** leadership and technical resources participate in conference call(s) to address the initial System Assurance planning and analysis. **Customer** to complete relevant survey(s) and data collection documents (after complete of the conference call).

Inputs (prerequisites):

1. System Assurance conference calls scheduled
2. System Assurance meeting agendas and presentation templates
3. Relevant survey, data collection templates

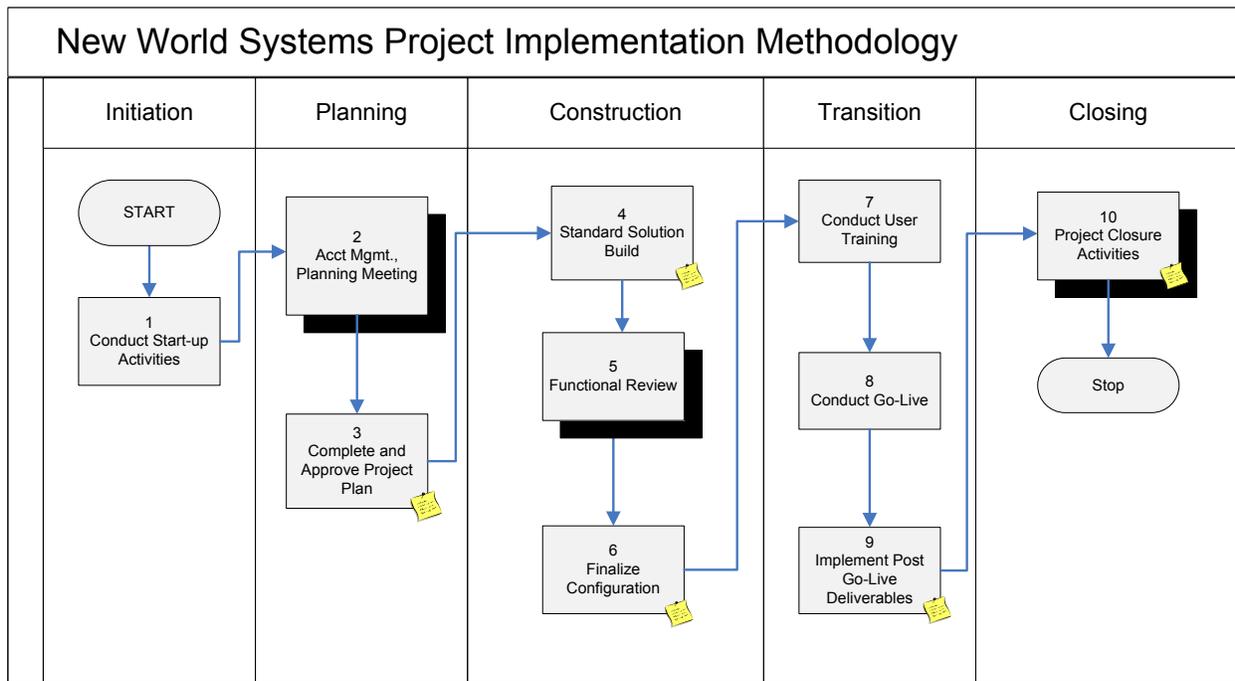
Outputs (completion criteria):

1. Completed Systems Assurance Conference
2. Customized System Assurance meeting agenda and presentation template
3. Updated Project Management Plan (e.g., action items, issues identified)
4. Updated Project Schedule
5. Survey and data collection documents (completed by the **Customer**)
6. Supporting documentation
7. Store project artifacts and update status of project on Project Management Portal

PHASE: Planning

Purpose: Create and approve the Project Management Plan.

Description of Phase: The Planning Phase consists of two steps. During this Phase, **New World** and **Customer** Project Managers organize the project, establish project teams, confirm requirements, develop the Project Plan and obtain senior management approval for the Project Plan.



LEGEND



Step

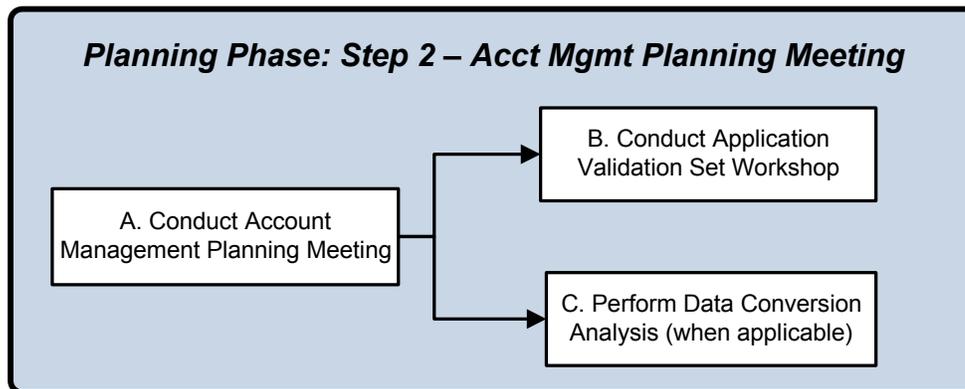


Task Includes Customer Executive Review Meetings



Requires Authorized Customer Signoff

Step 2: On-Site Account Management Planning Meeting


A. Conduct Account Management Planning Meeting

Overview: During this event, the assigned **New World** Project Manager will coordinate a series of on-site meetings with key **Customer** and SMEs associated with project planning, development and implementation. In addition, we will conduct a high level review of the **Customer's** business practices, environment and workflow to examine their fit into the **New World** software product. In this series of meetings, **New World** and the **Customer** will establish project methods, project acceptance criteria and governance. Key topics include:

1. Executive overview with Executive Management and identification of **Customer** Executive Sponsor(s)
2. Review of project scope (**Agreement**, project methodology) with **Customer** project management
3. Development of the Project Management Plan
4. Discuss initial Project Schedule and resource management policy
5. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success
6. High level review of **Customer** workflows and policies to establish the foundation to facilitate discussions related to a proposed timeline, custom requirements and an initial training schedule
7. Address go-live requirement for custom interfaces, custom software modules and/or data conversions

Key meeting participants include:

1. Senior/Executive Sponsor
2. General Manager Professional Services
3. New Account Sales or Customer Care Account Manager
4. **New World** Project Manager
5. Customer Senior Management /Exec Sponsor
6. Customer Project Manager
7. Customer SMEs

New World Responsibilities: During this event, the Project Manager (and/or designee) will meet with **Customer** staff and review requirements for the various items listed above. Once complete, the Project Manager (and/or designee) will document the requirements and distribute the information to the appropriate members of the implementation team. The **New World** Project Manager responsibilities include:

1. Establish framework for account management, roles and responsibilities of **New World** and **Customer**
2. Review **Agreement**
3. Review project methodology
4. Establish initial Project Management Plan
 - a. Roles and Responsibilities
 - b. Communication Plan
 - c. Risk Management Plan
 - d. Initial issues / concerns
5. Propose initial Project Schedule
6. Define an initial Training Plan
7. Update the Project Management Plan and Project Schedule
8. Create the initial requirement definition for custom requirements (e.g., software modifications, custom interfaces, data conversion ; clearly define implementation timing (e.g., go-live vs. post go-live).
9. Conduct Executive Sponsorship meeting

Once compiled, documents will be provided to the **Customer** for review.

Customer Responsibilities: The **Customer** is responsible for:

1. Site preparation (conference rooms, audio visual equipment, etc.)
2. Meeting coordination with Executive Sponsors, supervisors, SMEsto support all contracted modules and functions, including but not limited to:

Logos.NET Modules and Functions
Financial Management
Human Resources/Payroll
Community Development
Utility Management
eSuite
Business Analytics

3. **Agreement** to account management framework, relationship approach and time schedule for project reviews
4. Attending and participating in the Account Management Planning Meeting
5. Providing the necessary technical specifications on interfaces
6. Providing complete user stories for custom enhancements
7. Providing liaison support with agencies and vendors required to support interfaces
8. Identifying any non-standard **New World** reports not yet identified or included in the **Agreement**
9. Providing appropriate technical staff necessary to complete technical surveys
10. Reviewing all documentation compiled through this process, including the Requirements Document(s) submitted by **New World** and identify specific issues in writing

Inputs (prerequisites):

1. **Agreement**
2. Meeting Agenda / Pre-Trip Report
3. Presentation template
4. Resource Management Policy
5. **Customer** completed surveys, data collection documents
6. Standard workflow templates (when applicable)
7. Project Management Plan
8. Project Binder (internal document)
9. Data Conversion, System Assurance templates (when applicable)
10. Initial Project Schedule
11. Topology diagram of **Customer's** network
12. **Agreement**
13. Requirements Definition template

Outputs (completion criteria):

1. Post-trip Report
2. Framework established for account management, roles and responsibilities of **New World and Customer**
3. **Agreement** reviewed
4. Project methodology and planning templates reviewed
5. **Agreement** on initial Project Schedule and initial Training Plan
6. Initial Requirement Definitions (e.g., software modifications, custom interfaces, data conversion, clearly defined implementation timing (e.g., go-live vs. post go-live))
7. Define timeframe for next Executive Sponsorship discussion
8. Change Order (when applicable)
9. Contract Addendum (when applicable)
10. Updated Project Management Plan
11. Updated Project Binder (internal document)
12. Updated Project Schedule
 - a. All activities sequenced (dependencies applied)
 - b. Project Schedule defined
13. Supporting documentation
14. Store project artifacts and update status of project on Project Management Portal

B. Conduct Application Validation Set Workshop

Overview: During this event, **New World** will conduct Application Validation Set Training for designated **Customer** SME personnel to acquire the knowledge necessary to define the validation sets that are necessary to configure the initial application database. In this workshop, but **Customer** SME team will learn about the different types of information that must be defined and the method to communicate the validation set data.

New World responsibilities:

1. Provide up-to-date user manuals to workshop participants
2. Instruct **Customer** personnel on the validation sets information and process for the various contracted modules and associated application database

Customer responsibilities:

1. Convene workshop team of SMEs for this training
2. Attend and participate in the Application Validation Set Training

Inputs (prerequisites):

1. Pre-Trip Report
2. Training material
3. Validation Set workbook(s)
4. Training room with computers running **New World** application

Outputs (completion criteria):

1. Post-Trip Report
2. Updated Project Plan
3. Updated Validation Set workbook(s)

C. Perform Data Conversion Analysis

Overview: Using the established guidelines from the contract, prepare **Customer** and **New World** for data conversion and migration. **New World** will analyze **Customer** source data, develop and deliver a Data Conversion/Migration Plan. This process will be initiated during the on-site Account Management Planning meeting(s).

New World responsibilities:

1. With **Customer** assistance, **New World** will analyze existing **Customer** source data; during this analysis process, **New World** will determine compatibility with the **New World** database structures and the viability of a conversion or migration to the **New World** database
2. Develop and deliver a Data Conversion/Migration Plan. The plan will identify data sources to be converted, data sources to be migrated, database types, database design and any detected data mapping concerns
3. When required, develop change order that reflects differences between the **Agreement** and **Customer's** desired data conversion

Customer responsibilities:

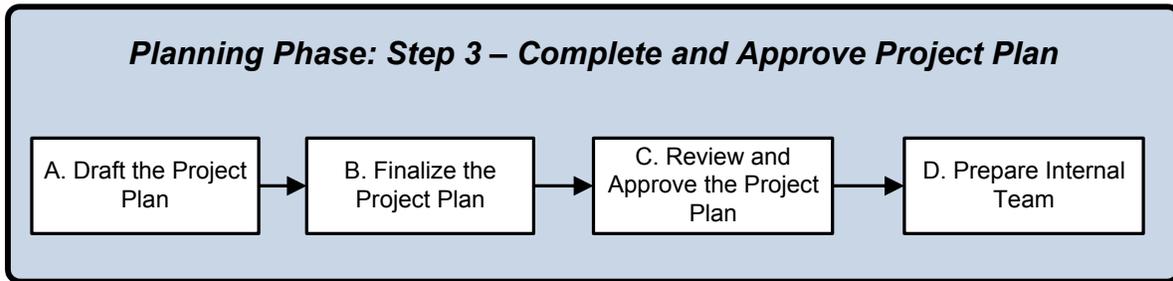
1. Provide **New World** with a representative sample of the data to be converted on mutually agreeable transmission media
 - a. Assist **New World** in analyzing source data
 - b. Live in source system
2. Review the Data Conversion/Migration Plan

Inputs (prerequisites):

1. Data Conversion Packet
2. Sample data from **Customer**

Outputs (completion criteria):

1. Data Conversion/Migration Plan
2. **Customer** review and sign off on the Data Conversion/Migration Plan
3. Signed change order, when required

Step 3: Complete and Approve Project Plan**A. Draft the Project Plan**

Overview: The purpose of this event is to review the information captured during the Planning Phase, finalize key decisions and prepare to finalize the overall Project Plan. It is important to note that the Project Plan includes all documents prepared during the Planning Phase:

1. Project Management Plan
 - a. Roles and Responsibilities
 - b. Communication Plan
 - c. Risk Management Plan
 - d. Action Items
 - e. Issues
 - f. Key Decisions - Changes
2. Project Schedule
3. Supporting documents
4. Initial Requirement Definition for **Customer** Deliverables
5. Initial Training Plan

New World responsibilities: During this process, the **New World** Project Manager will meet with the **Customer** project team and review the information documented in the Planning Phase. The Project Manager will then draft and publish the Project Plan that will be submitted for approval.

Customer responsibilities: Support finalization of the Project Plan, providing SMEs as needed.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Requirements Document(s)
3. Initial Training Plan
4. Information referenced from legacy system(s) as well as **New World** software
5. Project Management Plan
6. Project Binder (internal document)
7. Project Schedule

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Management Plan
3. Updated Project Binder (internal document)
4. Updated Project Schedule
5. Updated Requirements Document(s); including sign-offs (where applicable)
6. Updated supporting documentation
7. Proposed resource schedule

B. Finalize Project Plan

Overview: At this stage of the project, significant information has been gathered regarding the **Customer's** current operations and how the **New World** application implementation needs to occur to be successful. Based on this information, a final Project Plan must be developed that maps out the activities, deliverables and deadlines required by the project team.

New World responsibilities: The **New World** Project Manager will finalize the Project Plan to meet the requirements of a successful implementation, while establishing clear ownership of activities, deadlines and timeframes for each step of the implementation. The Project Plan provides detailed instructions to the entire **Customer** team and once approved, is the guiding light for all project activity going forward.

1. Review with **Customer** personnel the identified implementation tasks, priorities, inter-dependencies, team members, resources and other requirements to approve the final Project Plan.
2. The Project Management Plan, Project Schedule and supporting documentation are finalized as part of this step because these documents comprise the Project Plan that is reviewed as part of the acceptance criteria to move the project to the Construction Phase as defined in Review and Approve Project Plan.

Customer responsibilities: In tandem with **New World** project personnel, analyze identified requirements of the Project Plan and make such implementation decisions as are reasonably required to finalize the plan.

Inputs (prerequisites):

1. **Agreement**
2. Proposed resource schedule
3. Project Plan
 - a. Project Management Plan
 - b. Project Schedule
 - c. Project Configuration Plan and supporting documents/plans
 - d. Updated Requirements Document(s), including sign-offs
 - e. Supporting documents

Outputs (completion criteria):

1. Updated Project Plan
2. Confirmed resource schedule (90-day lock)
3. Store project artifacts and update status of project on Project Management Portal

C. Review and Approve Project Plan

Overview: The objective of this task is to approve the Project Plan based upon the activities and work processes discovered during the Planning Phase. The resulting document defines the specific project tasks, timelines for completion and ownership of each activity throughout the remainder of the project.

New World responsibilities:

1. Deliver the final Project Plan to **Customer**
2. Review the Project Plan with **Customer** personnel and make mutually agreed upon modifications
3. Upon mutual acceptance of the Project Plan, establish the document as the baseline for the remainder of the project
4. Ensure there is a clear definition of the alignment of any custom software/interfaces to the implementation of the standard application solution in the **Customer's** live environment
5. Review 90-day lock resource scheduling policy

Customer responsibilities:

1. Review the final Project Plan and document any specific deficiencies found with the Plan within ten (10) business days
2. Sign off on final iteration of the Plan by **Customer** Project Manager and Executive Manager

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Final Project Plan
3. Supporting Documentation

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Final accepted Project Schedule; second baseline for project created based on actual timeline (initial baseline based on project size)
3. Updated Project Status Record; ensure new project baseline dates are reflected
4. Signed approval for the Project Plan
 - a. Project Schedule
 - b. Supporting documents/plans
 - c. Requirements Document(s); including sign-offs (where applicable)
 - d. Project Management Plan
 - e. Supporting Documentation
 - i. Data conversion

D. Prepare Internal Team

Overview: During this portion of the implementation, the Project Manager meets with the **New World** team to discuss the requirements of the Project Plan and their individual responsibilities to deliver a successful project.

New World responsibilities: The **New World** Project Manager will be responsible for the following:

1. Prepare and coordinate the team briefing
2. Ensure all project documents are stored on the portal and are available to the team
3. During the meeting, the Project Manager will review the Project Plan and supporting (applicable) documents
4. The Project Manager will review with the individual team members their roles and responsibilities associated with the implementation

Customer responsibilities: None

Inputs (prerequisites):

1. Agenda
2. Final Project Plan
 - a. Project Schedule
 - b. Supporting documents/plans
 - c. Requirements Document(s)
 - d. Project Management Plan
 - e. Supporting Documentation
 - i. Data conversion
 - ii. System Assurance
3. Project Binder (internal document)
4. **Agreement**
5. Resource schedule

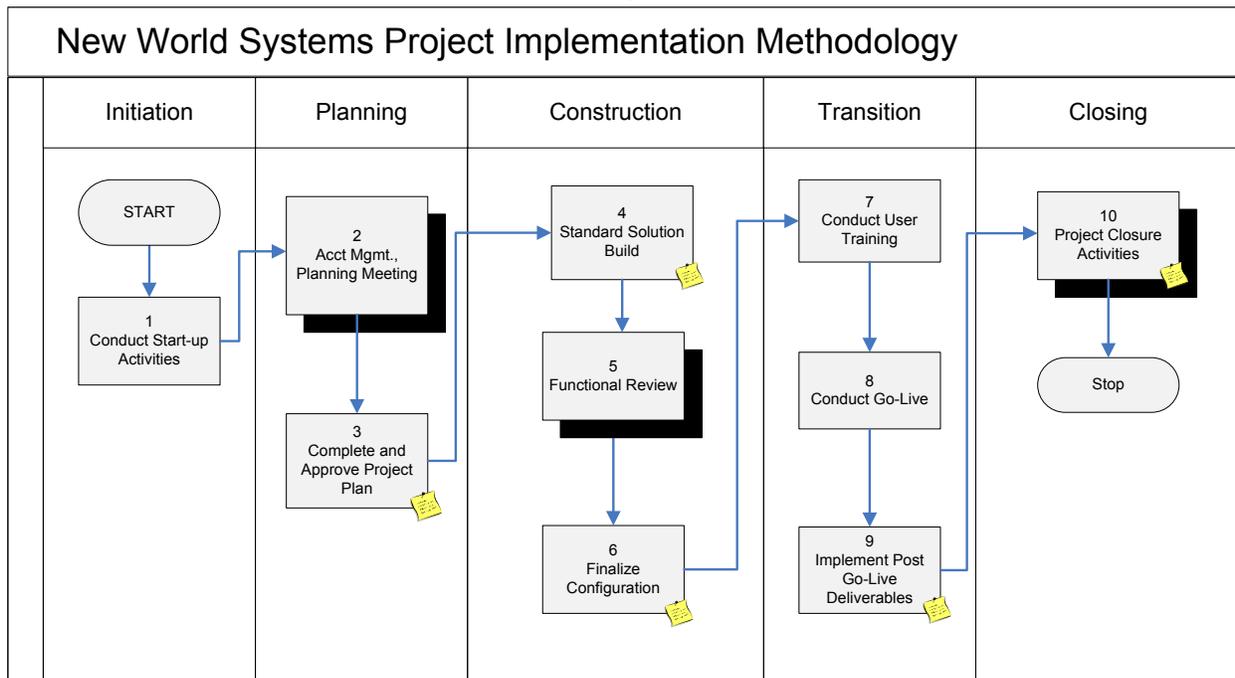
Outputs (completion criteria):

1. Updated Project Plan
2. Project team prepared to build application solution

PHASE: Construction

Purpose: Execute the Project Plan to build, review and configure the system to verify system readiness.

Description of Phase: The Construction Phase consists of three steps. During this Phase, **New World** and **Customer** Project Managers lead the project, coordinate project team activities, communicate direction, report on project progress and monitor resources. The team’s focus during this Phase is to execute the Project Plan. **Customer** and **New World** project teams install the system, implement the database, review the configuration, apply final application configuration requirements and lay the groundwork to migrate to the **New World** application.



LEGEND



Step



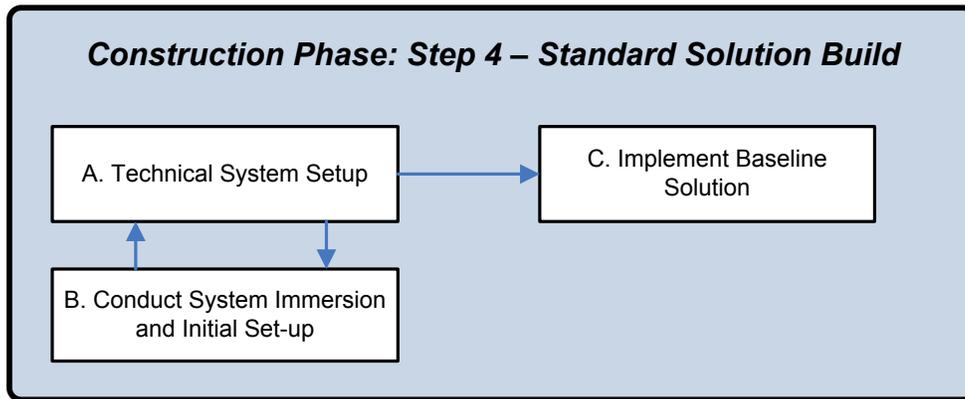
Task Includes Customer Executive Review Meetings



Requires Authorized Customer Signoff

The methodology diagram indicates that each step of the Construction Phase follows the previous step, but many of these steps occur concurrently.

*In addition, when the **Customer** requires the conversion of existing data and/or implementation of custom interfaces to bring the applications into a live production environment, some (or all) of the tasks defined in the Transition Phase, Step 9, Implement Post Go-Live Deliverables, may occur during the Construction Phase (this is dependent upon the Project Plan developed and agreed upon in the Planning Phase).*

Step 4: Standard Solution Build**A. Technical System Setup**

Overview: During this step, **New World** validates and finalizes the **Customer's** hardware configuration, software requirements and implementation. The result of this effort is documented in the Site Plan.

New World will install the Licensed Standard Software and standard database on **Customer** supplied servers and configure system to meet application specifications.

New World responsibilities: Configure the system as required and provide knowledge transfer to the System Administrator.

New World will install and configure the application specific server and train **Customer** personnel on configuration procedures. For each configuration, **New World** personnel will:

1. Verify with **Customer** personnel the computer processor(s), operating system software, third party software, printers, network communications and other related components supplied by **Customer**
2. Establish the initial application database using the validation set workbook(s) as input
3. Document the required site resources (e.g., facility, power, network, cooling, etc.) necessary to operate the application; as part of the review, **New World** will make recommendations for necessary site modifications to meet minimum operating requirements for the application
4. Review with **Customer** the minimum requirements for workstations as identified in the **Agreement**, as applicable to the application
5. Train **Customer** to administer servers, manage disaster recovery systems and review any other items of concern related to hardware and software configuration
6. Review ongoing **Customer** management expectations of how system will be managed by **Customer**; identify role of **New World** vs. **Customer**

7. Provide **Customer** with a Site Plan that includes the following:
 - a. Identification of any special space requirements
 - b. Functional system diagram, showing a high level view of the **New World** Standard Software subsystems and their associated hardware

Customer responsibilities:

1. Provide **Customer** technology staff to assist **New World** with the Site Plan
2. Provide, upon request, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information reasonably required to validate final hardware requirements
3. Review the final hardware and operating system configuration with the **New World** project team
4. Review **New World's** recommendations regarding any existing communications networks and make any reasonable modifications identified by **New World** to ensure compatibility with the equipment and system to be installed
5. Ensure hardware is ordered, delivered and installed prior to scheduling **New World's** System Assurance visit on site
6. Have information technology support staff on hand for knowledge transfer and to help address any concerns encountered during the system installation
7. Review and sign off on systems management expectations policy
8. Provide signoff indicating completion of system set-up and administration training

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. System Support documentation
3. Validation Set workbooks
4. **Customer** supplied topology diagram of the network and map
5. System Set-up and Administration Training sign-off template
6. Systems Management Expectations Policy template

Outputs (completion criteria):

1. Site Plan
2. Test and production environments are ready to use
3. Post-Trip Report (if conducted on site)
4. System Set-up and Administration Training sign-off document
5. Systems Management Expectations Policy / signoff
6. Store project artifacts and update status of project on Project Management Portal

B. Conduct System Immersion & Initial Setup

Overview: During this event, **New World** will work with **Customer** to review and configure the solution workflow and business process requirements in light of current needs and Public Sector best practices.

New World responsibilities: Working with **Customer**, conduct immersion and discovery sessions to review capabilities and facilitate configuration of initial, baseline solution.

Customer responsibilities:

1. Work with **New World** to understand requirements and initial end-state needs
2. Provide **Customer** staff to address the desired application workflow and to take part in initial system configuration and homework

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. As-Is business process requirements
3. Standard Interfaces
4. Standard Forms

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. Store project artifacts and update status of project on Project Management Portal
4. Configured initial Logos Database
5. Configured Standard Forms
6. Configured Baseline Solution

C. Implement Baseline Solution

Overview: During this event, **New World** will implement the baseline solution resulting from Immersion activities.

New World responsibilities: Working with **Customer**, facilitate load of initial configured system.

Customer responsibilities:

1. Provide **Customer** technical staff to load the baseline database and related work products
2. Work with **New World** to understand requirements and initial end-state needs

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Configuration requirements
3. Standard Interfaces
4. Standard Forms

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. Store project artifacts and update status of project on Project Management Portal
4. Installed initial Database
5. Installed Standard Interfaces
6. Configured Standard Forms

Step 5: Functional Review

Overview: The Functional Review encompasses a hands-on review of each application within the implementation. This review is accomplished by presenting each function within the application from the user/administrator point-of-view and every project construction element as it relates to a particular workflow process.

New World responsibilities: New World’s Project Manager and Application Specialist(s) will act as facilitators during the Functional Review. Their main role is to review the New World standard software solution with the Customer and identify any Customer workflow modifications and/or minor software configuration changes that need to be applied. The Project Manager is responsible for coordinating this review with the Application Specialist and preparing the Customer team for the functional review and creating any applicable documentation (e.g., Functional Review Guide, trip reports). The Application Specialist will present the configured applications and act as SME to facilitate an interactive exchange with the Customer and work towards Customer acceptance of the configured applications. Additionally, a New World Executive Manager will participate in the Functional Review, as well as a project review meeting with the Customer’s senior staff. The content of the Training Plans will also be finalized as part of the Functional Review. The review should include:

1. Overview of the various Customer work processes and the functional relationship to the software

Logos.NET Modules and Functions
Financial Management
Human Resources/Payroll
Community Development
Utility Management
eSuite
Business Analytics

2. Validation of any custom modification decisions related to implementation of the standard software solution and the post-live custom requirements.
 - a. Custom software modifications
 - b. Custom interfaces
 - c. Data conversion
3. Finalization of any applicable Requirements Definition documentation.
4. Identification and documentation of any desired configuration modifications to the standard software solution (not applicable for pre-configured implementations)
 - a. Standard software applications
 - b. Standard Interfaces
5. Agency-specific reports (internal management reports, public inquiries, etc.)
6. Review Hardware and Network Topology
7. Assess impact on workforce
8. Finalize Training Plan
9. Discuss Data Conversion Migration Plan
10. Define Cutover (Go Live) Plan

Customer responsibilities: For the review, **Customer** leadership and SMEs participate to provide **Customer** workflow and policy information as it relates to the configured **New World** applications. Work with **New World** Project Manager and Application Specialist to determine any additional configuration changes that are required. Work with **Customer** to implement agreed upon workflow changes.

Inputs (prerequisites):

1. Pre-Trip Report
2. Functional Review Guide (when applicable)
3. Requirements Document(s) for Custom Interfaces / Modifications
4. Standard interfaces
5. Data conversion

Outputs (completion criteria):

1. Post-Trip Report
2. Updated Project Schedule
3. Updated Project Plan
4. Project Configuration Plan
5. Training Plan
6. Supporting documentation
7. Store project artifacts and update status of project on Project Management Portal

A. Build and Test Data Conversions

Overview: **New World** will provide the **Customer** requested data conversion as described in the **Agreement**. Depending on the decisions made in the Planning Phase, the data conversion processes may be aligned with the go-live schedule, which means this event would then be included in the initial solution build (Step 5).

New World responsibilities:

1. **New World** will provide the data conversion programs to convert **Customer's** legacy data to the **New World** standard software for the modules specified in the Data Conversion Migration Plan.
2. **New World** will provide **Customer** up to two test sets of converted data. Additional test sets requested will require additional conversion costs.
3. As provided in the approved Project Plan, **New World** will schedule a conversion analysis trip and a separate data conversion test trip to **Customer's** location. The conversion test trip is part of delivering the conversion programs to **Customer**.
4. **New World** will provide **Customer** with a Data Conversion Migration Plan for sign off prior to starting development of data conversion programs. No conversion programming by **New World** will commence until **Customer** signs this document.

Customer responsibilities:

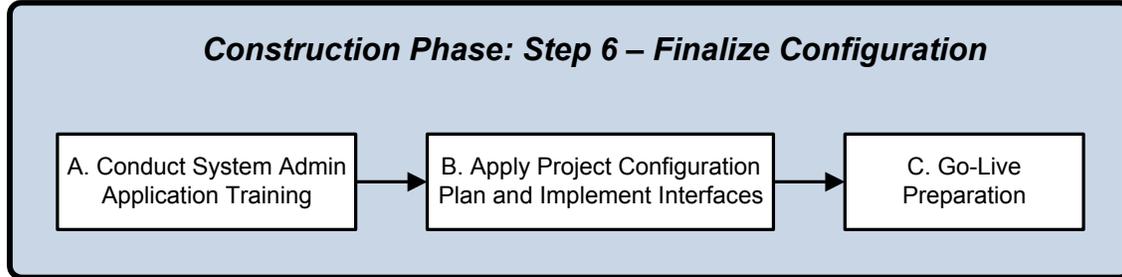
1. Data files from **Customer's** current database are included in this conversion. **Customer** will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Supply data to be converted.
3. A data dictionary (data descriptors) containing all data elements must be provided to **New World** for each file submitted with the media.
4. As provided in the Project Plan, **Customer** will provide a dedicated contact for each application area to focus on conversion mapping and testing tasks. Responsibilities include dedicating a support person(s) whenever members of the **New World's** team are on site regarding conversions. Roughly a one-to-one time ratio exists for **Customer** commitment and **New World** commitment.
5. Data Conversion testing. **Customer** understands that thorough and timely testing of converted data by **Customer's** SMEs is a key part of a successful data conversion.
6. **Customer** agrees to promptly review and sign off on the data conversions after the final test run is completed.

Inputs (prerequisites):

1. Approved Data Conversion/Migration Plan
2. Data to be converted

Outputs (completion criteria):

1. Completed data conversion programs
2. Conversion test sign-off

Step 6: Finalize Configuration**A. Conduct System Admin Application Training**

Overview: During this event, **New World** will conduct System Administration Application Training for designated **Customer** SME personnel to acquire the knowledge necessary to finalize the software solution configuration and maintain the various modules included in the **Agreement**. (There will be a minimum of one session per each major module.)

Decisions regarding the configuration of the **New World** application are made in the Construction Phase, Step 5, Functional Review, and are applied during this Step.

New World responsibilities:

1. Provide up-to-date user manuals to workshop participants
2. Instruct **Customer** personnel, including the system administrator, on configuration of the various contracted modules

Customer responsibilities:

1. Convene workshop team of SMEs for this training
2. Attend and participate in the System Admin Application Training

Inputs (prerequisites):

1. Pre-Trip Report
2. Training material
3. Project Configuration Plan
4. Training room with computers running **New World** application

Outputs (completion criteria):

1. Post-Trip Report
2. Updated Project Plan

B. Apply Project Configuration Plan and Implement Interfaces

Overview: During this event, the **Customer** uses the Project Configuration Plan created during the Functional Review, as the requirements for any modification to the standard application configuration. The results of this effort are configured applications.

New World will implement any remaining standard interfaces.

In addition, **New World** will create and implement any custom interfaces that must be in place to bring the applications into a live production environment. Data Conversion activity may also be addressed (dependent upon the Project Plan developed and agreed upon in the Planning phase).

New World responsibilities: Provide support for the **Customer** SME team that is applying configuration changes. Implement the interfaces in the test environment that are required for the live environment.

Customer responsibilities:

1. Apply configuration changes as defined in the Project Configuration Plan
2. Provide **Customer** technology staff to address the desired application workflow
3. Work with **New World** to test the interfaces (as applicable)

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Project Configuration Plan
3. Configuration requirements for interface operations
4. Requirements definition(s) (when applicable)
5. Standard and/or Custom Interfaces

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. Store project artifacts and update status of project on Project Management Portal
4. Configured applications, including applicable interfaces, data conversion
5. Updated Project Configuration Plan

C. Go-Live Preparation

Overview: Review the overall project status to ensure that all requirements for a go-live event have been completed and the go-live event can occur with minimal disruption or risk. Document all related issues and concerns and jointly agree, in writing, to move forward with training and transition to the live environment.

New World responsibilities: During this process, the **New World** Project Manager or Application Specialist will review the system with the **Customer** to ensure that each application is functioning as expected. In addition, they will review the Project Management Plan with the **Customer** to ensure all applicable issues and action items have been addressed.

Customer responsibilities: With the **New World** representative, the **Customer** will demonstrate the system is set up and configured as designed. Work with Project Manager to identify any issues or concerns and jointly agree, in writing, to move forward with training and transition to the live environment.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Project Configuration Plan
3. Project Plan
4. Go-Live sign-off template

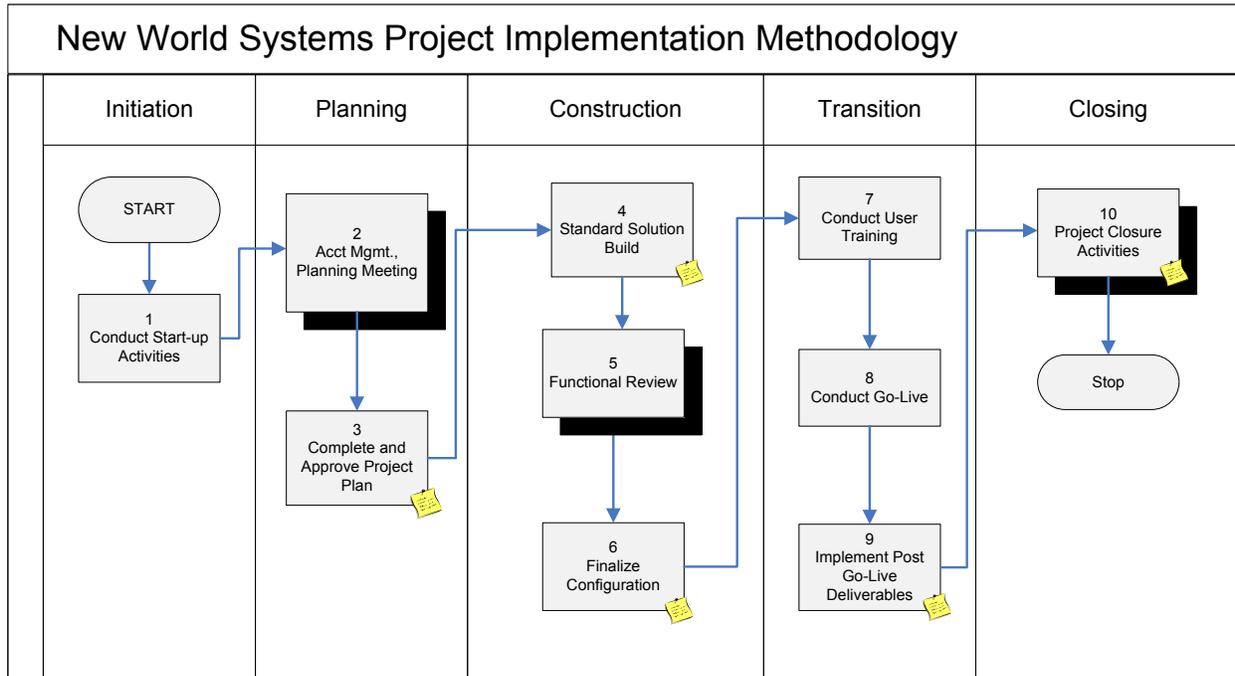
Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. Go-Live sign-off
4. Documentation of all outstanding issues/concerns and written **Agreement** to begin the training/transition to the live environment

PHASE: Transition

Purpose: Train users, perform data conversion, execute go-live, complete post-go-live activities and finalize **Customer** application customizations.

Description of Phase: The Transition Phase consists of three steps. During this Phase, **New World** and **Customer** project teams review the system, verify and validate readiness for go-live, train users, cut over from legacy systems and complete post go-live requirements.



LEGEND



Step



Task Includes Customer Executive Review Meetings



Requires Authorized Customer Signoff

Step 7: Conduct User Training

Overview: New World's Application Specialist(s) provide user training to **Customer** staff.

New World responsibilities: New World's Application Specialist will provide on-site training services to assigned **Customer** staff. Training options include:

Train-the-Trainer Training (TTT)

This training consists of a **New World** Application Specialist providing very detailed on-site training to **Customer** representatives. The Train-the-Trainer course is designed to take **Customer**-certified (either locally or by their state) trainers, train them on the **New World** software and certify they have the knowledge base to successfully train other members. This training also includes problem solving techniques to ensure an effortless transition with minimal interruptions during their training sessions. Additionally, students are provided training techniques and detailed lesson plans on their specific modules.

User Training

If a Train-the-Trainer approach is not preferred, **New World** can provide **Customer**-defined User Training courses. This training consists of a **New World** Application Specialist providing an on-site training course specific to a user's job assignment. Each course consists of **Customer**-defined software classes needed to be proficient in their areas of responsibility utilizing the **New World** software.

Customer responsibilities: Assign and schedule appropriate staff to attend training sessions. Provide and schedule necessary facilities for training sessions. Confirm staff participation in training, as scheduled.

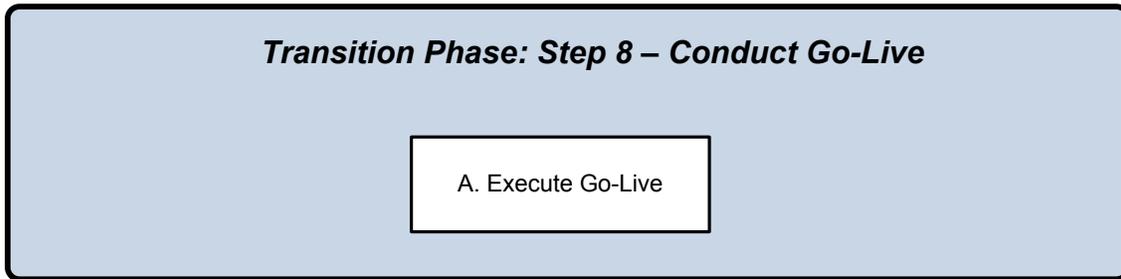
Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Training materials
 - a. Lesson Plan / User Guide
 - b. Written Proficiency Examinations

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Written Proficiency Examination results

Step 8: Conduct Go-Live



A. Execute Go-Live

Overview: With assistance from **New World**, **Customer** goes live on modules and interfaces identified in the **Agreement** and as documented in the Project Plan.

New World responsibilities:

1. **New World** assistance for all applications going live

Logos.NET Modules and Functions
Financial Management
Human Resources/Payroll
Community Development
Utility Management
eSuite
Business Analytics

2. **New World** assists **Customer** in preparing production server for go-live
 - a. Run SQL go-live script
 - b. Set counters
 - c. Other maintenance tasks
3. Provide final updates, when applicable, to the following:
 - a. Standard software
 - b. Custom software
 - c. Hardware
 - d. Interfaces
 - e. Data conversion
4. **Customer** turnover to **Customer** Support
5. **New World's** on-site staff cleared to depart **Customer** site

Customer responsibilities:

1. **Customer** goes live with appropriate applications identified in the **Agreement**
2. Provide SME team members to assist with go-live for each of the applications going live as first line support

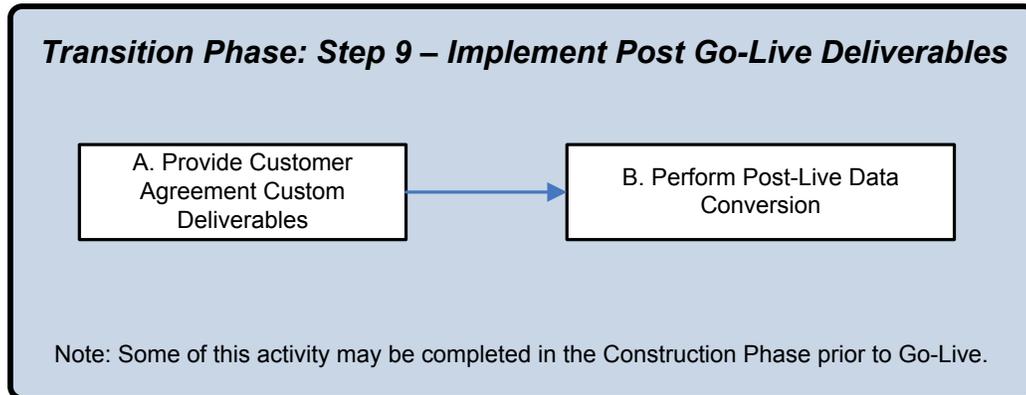
Inputs (prerequisites):

1. Pre-Trip Report
2. Standard software
3. Custom software
4. Interfaces
5. Data conversion
6. Pre go-live preparations
 - a. System preparation
 - b. Team preparation
 - c. Preparatory meeting with **Customer**

Outputs (completion criteria):

1. Post-Trip Report (if conducted on site)
2. Updated Project Plan
3. **Customer** support engaged
4. Live Operations

Step 9: Implement Post Go-Live Deliverables



A. Provide Agreement Custom Deliverables

Overview: **New World** will provide **Customer** requested standard software enhancements and/or custom software (including interfaces) as described in the **Agreement**.

New World responsibilities:

1. **New World** will develop and implement custom software and interfaces
2. **New World** will provide training for enhancements and/or custom software

Customer responsibilities:

1. Provide resources to support the installation of software upgrades when enhancements and/or custom software are available, including interfaces
2. Attend training as required

Inputs (prerequisites):

1. Completed enhancements and/or custom software / interfaces
2. **Customer** to confirm functionality of software within the scope of the Requirements Document

Outputs (completion criteria):

1. Upgraded application with enhancements and/or custom software
2. Trained personnel

B. Build Data Conversions

Overview: **New World** will provide the **Customer** requested data conversion as described in the **Agreement**. Depending on the decisions made in the Planning Phase, the data conversion processes may be aligned with the go-live schedule, which means this event would then be included in the initial solution build (Step 5).

New World responsibilities:

1. **New World** will provide the data conversion programs to convert **Customer's** legacy data to the **New World** standard software for the modules specified in the Data Conversion Migration Plan.
2. **New World** will provide **Customer** up to two test sets of converted data. Additional test sets requested will require additional conversion costs.
3. As provided in the approved Project Plan, **New World** will schedule a conversion analysis trip and a separate data conversion test trip to **Customer's** location. The conversion test trip is part of delivering the conversion programs to **Customer**.
4. **New World** will provide **Customer** with a Data Conversion Migration Plan for sign off prior to starting development of data conversion programs. No conversion programming by **New World** will commence until **Customer** signs this document.

Customer responsibilities:

1. Data files from **Customer's** current database are included in this conversion. **Customer** will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Supply data to be converted.
3. A data dictionary (data descriptors) containing all data elements must be provided to **New World** for each file submitted with the media.
4. As provided in the Project Plan, **Customer** will provide a dedicated contact for each application area to focus on conversion mapping and testing tasks. Responsibilities include dedicating a support person(s) whenever members of the **New World's** team are on site regarding conversions. Roughly a one-to-one time ratio exists for **Customer** commitment and **New World** commitment.
5. Data Conversion testing. **Customer** understands that thorough and timely testing of converted data by **Customer's** SMEs is a key part of a successful data conversion.
6. **Customer** agrees to promptly review and sign off on the data conversions after the final test run is completed.

Inputs (prerequisites):

1. Approved Data Conversion/Migration Plan
2. Data to be converted

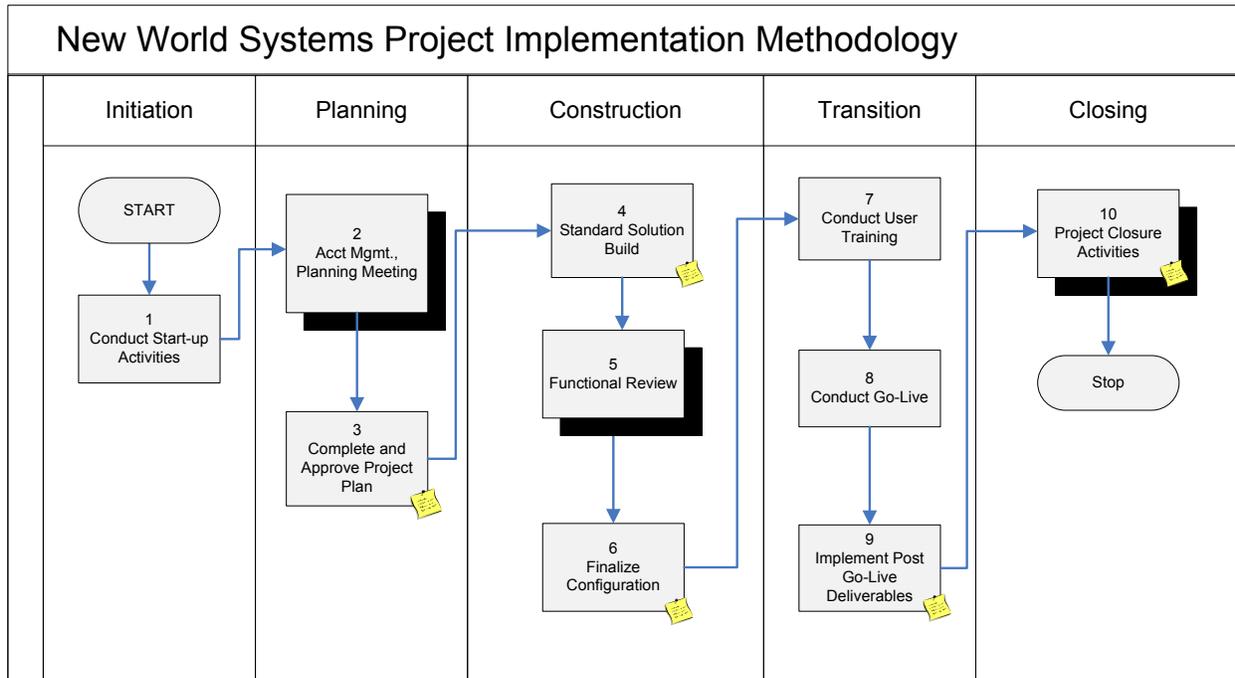
Outputs (completion criteria):

1. Completed data conversion programs
2. Conversion test sign-off

PHASE: Closing

Purpose: Review the project, approve closure, disengage project management and transition **Customer** to the Account Management Team.

Description of Phase: The Closing Phase consists of one step. During this Phase, the **New World** Project Manager reviews the project with Executive Management, closes out all remaining documentation tasks and disengages from the project. The Account Management Team assumes all responsibilities for ongoing support of the system and **Customer**.



LEGEND



Step



Task Includes Customer Executive Review Meetings



Requires Authorized Customer Signoff

Step 10: Project Closure Activities

Transition to Account Management

Overview: At the conclusion of the project, the **New World** applications are fully live and functional in the **Customer's** environment with all required components delivered and operational. During this event, the **New World** Project Manager will schedule a formal turnover of the **Customer** to the **New World** Account Management Team, which includes the Executive Sponsor, Customer Support and Customer Care. The managers of **Customer** Care and Support introduce their department structure and review the services each team provides.

Many of these individuals will have been part of the project, so this transition should be relatively seamless.

Project closure will also be finalized with the **Customer**, ensuring the **Customer** and the **New World Customer** Support team members are aware of the overall deployment of the **New World** implementation and that all questions have been addressed and exceptions are incorporated into the sign-off document.

New World responsibilities:

1. The **New World** Project Manager will coordinate a meeting, either via teleconference or on site, to review the project status and transition ongoing communications with the **Customer** to the assigned Account Team
2. Managers of **New World** Customer Support create and distribute agenda
3. Prepare the sign-off documentation
4. The Project Manager and PMO will review all project financials to ensure all deliverables for the **Agreement** are delivered, billed and paid

Customer responsibilities:

1. Provide appropriate personnel for the support turnover meeting
2. Provide a location with a conference phone for the support turnover meeting
3. Project Closure sign-off

Inputs (prerequisites):

1. Agenda
2. Schedule the meeting
3. Project Closure sign-off template

Outputs (completion criteria):

1. Account Management engaged to support the **Customer**
2. Project Closure sign-off



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager

SUBJECT: Northwest Fourth Fest Participation

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: May 2, 2013 - Board Workshop

Executive Summary

Last year, the Village partnered with the Village of Hoffman Estates, City of Elgin, and Hanover Township for a 4th of July celebration, including fireworks. This event was held at the Sears Center Arena and was named the Northwest Fourth Fest. It was the desire of these communities to build a regional event, and to produce an event that is self-supporting through vendor contributions in the future. The Fiscal Year 2014 Budget includes funding for the Village to participate in the festival again this year.

Discussion

Emily Kerous, Director of Operations & Outreach – Office of the Mayor & Board, Hoffman Estates, is the key staff person assigned to this event, with Village Clerk Eira Corral as the Hanover Park Liaison.

Attached is an agreement outlining the Village’s obligations for this year’s festival.

Included in the Fiscal Year 2014 Budget is \$10,000, which is the Village’s contribution towards Fireworks. Also included are funds to cover staffing and equipment costs. These costs are the same as last year’s expenditures.

Village Clerk Corral attended an operational meeting on April 9th.

Recommendation

Move approval of agreement with the Village of Hoffman Estates for the 2013 Northwest Fourth Fest.

Attachment: Agreement

Budgeted Item:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Budgeted Amount:	\$ 10,000 (plus staffing & equip.)
Actual Cost:	\$ 10,000 (plus staffing & equip.)
Account Number:	001-0460-414-03.91

Agreement Name: _____

Executed By: _____

DRAFT

April 24, 2013

Mayor David Kaptain
City of Elgin
150 Dexter Court
Elgin, Illinois 60120

Mayor Rodney S. Craig
Hanover Park Village Hall
2121 West Lake Street
Hanover Park, IL 60133

Supervisor Brian P. McGuire
Hanover Township
250 S. Route 59
Bartlett, IL 60103

Re: 2013 Fourth of July Celebration

Dear Gentlemen:

This letter confirms an agreement wherein the City of Elgin, the Village of Hanover Park, Hanover Township and the Village of Hoffman Estates have agreed to continue to co-sponsor a July Fourth Celebration to be held at and adjacent to the Sear's Centre Arena.

All residents of the participating communities shall have free admission to the July Fourth Celebration. Additionally, participating community logos will be included on printed materials, the website and welcome signage at the festival. All participating communities shall work together on festival sponsorship.

It is understood the Village of Hoffman Estates will arrange for a fireworks display for the evening of July 4, 2013, with an alternate date of July 7, 2013. The Village of Hoffman Estates will also provide police, paramedics, financial services, food and beverage vendors, carnival, live entertainment, and parking at levels consistent with past July 4th celebrations.

Hoffman Estates and Elgin will finalize police service contributions for those particular communities closer to the event based upon final plans for traffic control, parking, and site security. Police contribution for Hanover Park and Hanover Township are outlined in their sections below.

It is understood the City of Elgin will provide Fifteen Thousand Dollars (\$15,000.00) to the Village of Hoffman Estates to help offset celebration costs (fireworks display); a paramedic crew on July 4th, and a paramedic crew on two of the following dates, July 3, 5,6 or 7. Elgin will also provide their Fire Department gator during the event. Elgin will help provide cultural/community entertainment and marketing services for the event similar to 2012.

It is understood the Village of Hanover Park will contribute Ten Thousand Dollars (\$10,000.00) to the Village of Hoffman Estates to help offset celebration costs (fireworks display); five (5) police officers 4:00 pm to midnight July 4, 2013; one ambulance and staff 8:00 pm to midnight July 4, 2013.

It is understood Hanover Township will contribute Ten Thousand Dollars (\$10,000) to the Village of Hoffman Estates to help offset celebration costs (fireworks display); traffic support and related services; marketing support; and planning support.

The communities agree that they will contribute public works equipment and staffing and/or volunteers as outlined below:

Public Works related items/equipment sought for supporting the Fest:

- Type III Barricades
- Street Sweeper
- Light Towers
- Golf Carts/Gator Carts
- 2-3 each 25-35KW Quiet Generators
- Pick-up trucks w/drivers for towing trailered equipment

Labor Assistance from Supporting Agencies:

● **Tuesday, July 2, 2013 (7:30AM – 1:30PM)**

Picking up light towers, generators, golf/gator carts and barricades from other agencies.

Assistance setting up tables/chairs, installing snow fencing, positioning trash cans, positioning portable toilets and general prep work.

Elgin: 2 drivers; 8 personnel or community service personnel

Hanover Park: 10 personnel

Hoffman Estates: 12 personnel

● **Wednesday, July 3, 2013 (7:30AM – 1:30PM) & (3:00PM – 7:00PM)**

Picking up light towers, generators, golf/gator carts and barricades from other agencies.

Assistance finalizing site set up; setting up tables/chairs, installing snow fencing, positioning trash cans, positioning portable toilets, vendor utility hook up assistance, general prep work and site clean-up.

Elgin: 8 personnel or community service personnel

Hanover Township: 5 personnel

Hoffman Estates: 12 personnel

● **Thursday, July 4, 2013 (10:30AM – 11:30PM)**

Personnel capable of operating a trash truck compactor and deploying equipment

Trash control duties, traffic control device deployment/removal, light tower deployment/take-down.

Elgin: 3 personnel

Hoffman Estates: 7 personnel

- **Friday, July 5, 2013 (5:00AM – 9:00AM +/-)**

Site/area clean-up.

Elgin: 20 personnel or community service

Hanover Park: 10 personnel

Hanover Township: 5 personnel

Hoffman Estates: 12 personnel

- **Saturday, July 6, 2013 (5:00AM – 9:00AM +/-)**

Site/area clean-up.

Elgin: 12 personnel or community service

Hoffman Estates: 12 personnel

- **Sunday, July 7, 2013 (5:00AM – 9:00AM +/-)**

Site/area clean-up.

Elgin: 12 personnel or community services

Hoffman Estates: 12 personnel

- **Monday, July 8, 2013 (5:00AM – 2:00PM)**

Site/area clean up and Fest take down. Return light towers, generators, golf/gator carts, barricades to owners. Snow fence removal, table/chair stacking, return all supplies to HEPW facilities.

Elgin: 3 drivers; 6 personnel or community services

Hanover Township: 5 personnel

Hoffman Estates: 12 personnel

All participating units of government will provide an on-site representative to be physically present at the Sears Centre Arena from 4:00 pm to midnight on July 4, 2013. This representative must be authorized to make operational decisions on behalf of the unit of government.

Village of Hoffman Estates contact personnel will be:

Mr. Dan O'Malley, Deputy Village Manager

Office: 847-781-2602

Email: dan.o'malley@hoffmanestates.org

Ms. Emily Kerous, Mayor's Director of Operations

Cell: 224-325-2290

Email: Emily.Kerous@hoffmanestates.org

City of Elgin's contact personnel will be:

Ms. Cherie Murphy, Assistant to the City Manager for Community Engagement

Office: 847-931-5667

Cell: 847-343-0043

E-mail: Murphy_c@cityofelgin.org

4th of July Celebration Agreement

Ms. Barb Keselica, Special Events and Community Engagement Coordinator
Office: 847-531-7056
Cell: 847-417-6959
E-mail: Keselica_b@cityofelgin.org

Village of Hanover Park's contact personnel will be:

Police Chief David Webb
Office: (630) 823-5501
Mobile: (630) 878-7872
Email: DWebb@HPIL.org

Hanover Township contact personnel will be:

James Barr, Township Administrator
Cell: 815-751-4000
Email: JBarr@Hanover-Township.org

Tom Kuttnerberg, Community Relations Manager
Cell: 630-408-4938
Email: TKuttnerberg@Hanover-Township.org

All contributions to the Village of Hoffman Estates will be paid on or before June 22, 2013.

Sincerely,

William D. McLeod
Mayor

City of Elgin

Accepted: _____

Title: _____

Date: _____

Village of Hanover Park

Accepted: _____

Title: _____

Date: _____

Hanover Township

Accepted: _____

Title: _____

Date: _____



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Rebekah Flakus, Finance Director

SUBJECT: Ordinance Authorizing Renewal of Aggregation of Electrical Load and Adopting an Electric Aggregation Plan of Operation and Governance for the Village of Hanover Park

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: May 2, 2013 – Board Workshop

Executive Summary

Ordinance Authorizing Renewal of Aggregation of Electrical Load and Adopting an Electric Aggregation Plan of Operation and Governance for the Village of Hanover Park

Discussion

On the March, 2012 ballot, Village of Hanover Park residents approved a referendum allowing the Village to solicit bids on behalf of residents and small business owners to buy electric power on the open market. A Plan of Operation and Governance was pulled together by the Village and NIMEC (Northern Illinois Municipal Electric Cooperative) providing residents with a timeline and an accurate process of the aggregation. Two public hearings were held on May 17th and June 7th prior to the Village Board Meetings for any inquires on this Plan of Operation and Governance. The current ordinance approving the Plan of Operation and Governance was approved by the Village Board in June, 2012 and the municipal electric aggregation went into effect for a year bid in September, 2012 through August 2013. The next step is to pass an ordinance to renew the aggregation for the Village. If approved, NIMEC would start going out to bid for electrical supply rates starting as early as June, 2013, in an attempt to secure the lowest rate possible for residents.

The Village has been working with NIMEC for many years, purchasing the Village’s power for water pumping and street lighting collectively with over 100 other municipalities at competitive market rates. NIMEC is the leading consultant in the municipal aggregation field, having worked with the first 15 communities that have completed the municipal aggregation process. NIMEC is paid as a broker by the suppliers.

Agreement Name: _____

Executed By: _____

Recommended Action

Move to pass an Ordinance Authorizing Renewal of Aggregation of Electrical Load and Adopting an Electric Aggregation Plan of Operation and Governance for the Village of Hanover Park.

Attachments: Ordinance

Budgeted Item:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Budgeted Amount:	\$ N/A	
Actual Cost:	\$	
Account Number:		

ORDINANCE NO. O-13-

ORDINANCE AUTHORIZING THE CONTINUATION OF AGGREGATION OF ELECTRICAL LOAD AND THE ELECTRIC AGGREGATION PLAN OF OPERATION AND GOVERNANCE FOR THE VILLAGE OF HANOVER PARK AND AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A CONTRACT CONCERNING A FUTURE SUPPLY CONTRACT

WHEREAS, the Illinois Power Agency Act, Chapter 20, Illinois Compiled Statutes, Act 3855, added Section 1-92 entitled Aggregation of Electrical Load by Municipalities and Counties (hereinafter referred to as the “Act”); and

WHEREAS, under the Act, the Village of Hanover Park may operate the aggregation program under the Act as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents voting on the issue pursuant to the requirements of the Act; and

WHEREAS, on March 20, 2012, the voters of the Village approved the above referenced referendum; and

WHEREAS, the Village subsequently implemented its opt-out aggregation program in 2012, pursuant to Ordinance No. O-12-17, and thereafter entered into a supplier agreement which ends based on scheduled final meter read dates in August, 2013; and

WHEREAS, the Village President and Board of Trustees hereby find that it is in the best interest of the Village of Hanover Park to continue to operate the aggregation program under the Act as an opt-out program and enter into an additional contract with a supplier pursuant to the terms of the Act; now, therefore,

BE IT ORDAINED by the President and Board of Trustees of the Village of Hanover Park, Cook and DuPage Counties, Illinois, as follows:

SECTION 1: That the President and Board of Trustees of the Village find that the recitals set forth above are true and correct.

SECTION 2:

A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the “Act”) the Corporate Authorities of the Village of Hanover Park are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the Village, and for that purpose may continue to solicit bids and enter into further service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.

B. The Aggregation Program for the Village of Hanover Park shall continue to operate as an opt-out program for residential and small commercial retail customers.



TO: Village President and Board of Trustees
FROM: Juliana Maller, Village Manager
SUBJECT: Hanover Park Little League User Agreement

ACTION

REQUESTED: [X] Approval [] Concurrence [] Discussion [] Information

MEETING DATE: May 2, 2013 - Board Workshop

Executive Summary

On December 6, 2012, the Village Board approved entering into a lease with the Metropolitan Water Reclamation District (MWRD). Based on the provisions of the lease, staff has drafted and negotiated a use agreement with Hanover Park Little League for use of the property.

Discussion

Attached is a proposed Permit Agreement for Public Use with the Hanover Park Little League. The term of this permit is five years beginning on the 1st day of March, 2013 and ending on the 30th day of October, 2018.

This agreement specifies that the Public Works Department shall have the primary responsibility in scheduling the use of the premises, and limits use of the baseball athletic fields to a period of April 1 through November 15. This agreement meets the insurance and environmental requirements of the MWRD lease. In exchange for the Village issuing a use permit for use of the property, the HPLL will be responsible for maintenance of the recreational facilities and improvements as outlined in the agreement.

Recommendation

Move approval of a Permit Agreement for Public Use with the Hanover Park Little League.

Attachment: Proposed Agreement

Table with 4 columns: Budgeted Item, Yes, No, N/A. Rows include Budgeted Amount, Actual Cost, and Account Number.

Agreement Name: _____

Executed By: _____

FINAL DRAFT – 4/26/13

**PERMIT AGREEMENT FOR PUBLIC USE
HANOVER PARK LITTLE LEAGUE, INC.**

THIS PERMIT AGREEMENT FOR PUBLIC USE, made this ____ day of _____, 2013, by and between Hanover Park Little League, Inc., an Illinois not-for-profit corporation, Permittee, and the Village of Hanover Park, a municipal corporation of the State of Illinois, with principal offices at 2121 West Lake Street, Hanover Park, Illinois, Permitter.

WITNESSETH THAT:

ARTICLE ONE

1.01 PREMISES

The Permitter for and in consideration of the continuing responsibility for the ongoing and continuous maintenance at Permittee's sole expense, of all Little League recreational facilities and other Little League improvements located on the Premises (collectively referred to herein as the "Permit Premises"., and of the hereinafter covenants and agreements, does hereby grant a non-exclusive Permit to the Permittee, and its teams, managers, members, coaches, umpires, players, players' families, volunteers, invitees, guests and agents (collectively, "Permittee Agents") for use of the Premises described and depicted in the drawing marked Exhibit "A" which is attached hereto and made a part hereof, located in the Village of Hanover Park, Illinois, in the County of Cook, for public recreation purposes, as more specifically described in Article Two, Paragraph 2.01 hereof, which permit is subordinate to a lease agreement entered into between Permitter and the Metropolitan Water Reclamation District of Greater Chicago (MWRD) which lease was entered into pursuant to authority granted the District by 70 ILCS 2605/8 and 8c. The Permitter also grants Permittee and Permittee's Agents a non-exclusive permit for ingress and egress to and from the Permit Premises.

1.02 TERM OF PERMIT

The term of this Permit is 5 years, beginning on the 1st day of March, 2013, and ending on the 30th day of October, 2018, unless said permit shall be sooner ended under the provisions hereof.

ANYTHING CONTAINED IN THIS PERMIT TO THE CONTRARY NOTWITHSTANDING, THIS PERMIT IS TERMINABLE BY PERMITOR IN ACCORDANCE WITH SERVICE UPON PERMITEE OF A TWO HUNDRED SEVENTY (270) DAY NOTICE TO TERMINATE AFTER DETERMINATION BY THE PRESIDENT AND BOARD OF TRUSTEES OF PERMITOR THAT THE PREMISES (OR PART THEREOF) SHALL NO LONGER BE SUBJECT TO THIS PERMIT.

ARTICLE TWO

2.01 USE OF PERMITTED PREMISES

- A. It is understood that the the Premises are to be used by said Permittee for the sole and exclusive purpose of Public Recreational Purposes and specifically for the promotion and support of community recreational programs and other incidental purposes as are reasonable related thereto and for no other purpose whatsoever. The Permitter shall also permit the Premises to be used**

by others for Public Recreational Purposes when not scheduled by Permittee with Permitter for Permittee's use.

- B. The Permittee shall have the primary responsibility for the maintenance of order and the enforcement of the provisions of this Article Two as it related to the used Premises by Permittee except when the Permittee is not scheduled for use of the Premises.
- C. Facility Scheduling. The Permitter's Public Works Department shall have the primary responsibility in scheduling the use of the Premises. Should there be a dispute as to the scheduled use or type of program or activity to be conducted on the Premises, the decision of Permitter's Public Works Director shall be final.
- D. Improvements. The Permittee shall also have the right, at its sole cost, to erect or permit to be erected on said Premises such improvements or modifications as are reasonably necessary for furthering the permitted uses of said Premises for Permittee's use, providing that such improvements or modifications conform to the construction standards and land use regulations of the Permitter and are first approved by the Permitter.

Permittee and Permitter shall each continue autonomously their respective entities and organizations to serve the youth of the Village of Hanover Park with healthy and affordable recreational and fitness activities for all abilities. Permittee and Permitter shall endeavor to incrementally improve the appearance and functionality of the Premises to enhance the programs as well as the appearance within the Village of Hanover Park.

- E. Use of the Baseball Athletic Fields shall be limited to the period of April 1 through November 15 of each year during the Term of this Permit (the "Baseball Season").
- F. Hours of use of the Athletic Fields shall be limited to 7:00 a.m. to sunset ("Hours of Use"), unless approved for a night game with lights.

2.02 PROHIBITED USES AND ACTIVITIES

Permittee specifically agrees not to use the said Premises or any part thereof, or suffer them to be used for gambling in any form, or for the conducting thereon of any business which shall be unlawful. Permittee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away, consumed, or brought upon the Premises by Permittee or Permittee's Agents. Hunting and the manufacture, sale, distribution, discharge and unauthorized use of guns and firearms on the leasehold premises is expressly prohibited. No smoking will be allowed on the premises.

**2.03 PERMITEE TO YIELD UP PREMISES, ETC., UPON TERMINATION
OF PERMIT AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY PERMITOR**

The Permittee agrees that upon termination of the Permit under the provisions hereof, to yield up said Premises, together with any buildings or improvements which may have been or may be constructed or placed upon the Premises of the Permitor. Within ninety (90) days of the termination of the Permit, Permitor will determine which, if any, improvements constructed by Permittee whether prior to or during the term of this Permit on the Premises shall be demolished. Permittee will, upon receipt of sixty (60) days advance written notice, demolish at Permittee's sole cost and expense, the improvements identified by Permitor. Should Permittee fail to demolish the improvements after notice, Permitor will have these improvements demolished and Permittee will be required to pay all costs therefor. This requirement survives expiration or termination of this Permit Agreement.

2.04 NO NUISANCE PERMITTED

The Permittee covenants and agrees not to maintain any nuisance on the Premises or permit any noxious odors to emanate from the Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Premises.

2.05 PREMISES TO REMAIN CLEAN AND SANITARY

The Permittee covenants and agrees to keep the Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the Village of Hanover Park, Illinois (wherein the Premises is located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

Permittee specifically agrees not to use or permit the Permit Premises to be used for any unlawful and/or immoral purpose and/or business.

2.06 PERMITTEE SHALL ABIDE BY LAW

The Permittee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the Village of Hanover Park, Illinois (wherein the Premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the Premises, the Permittee and/or Permittee's use of the Premises.

ARTICLE THREE

3.01 INDEMNIFICATION

The Permittee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and hold harmless the Permitter, its officers, officials, agents, servants, employees and volunteers against any claim (whether or not meritorious), loss, damage, cost or expense which the Permitter, its officers, agents, servants, employees and volunteers may suffer, incur or sustain or for which it may become liable, arising out of any injury to or death of persons or loss or damage to property which shall at any time during the Permit be caused by or in connection with the use, occupancy or possession of the Premises by the Permittee, and for any such loss, damage, cost or expense which shall at any time during the Permit be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the Premises, whether the same be caused by the negligence of Permittee, or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the Premises, or the use of the Premises for illegal or immoral purposes. In case any action, suit or suits shall be commenced against the Permittee growing out of any such claim, loss, damage, cost or expense, the Permitter may give written notice of the same to the Permittee, and thereafter the Permittee shall attend to the defense of the same and save and hold harmless the Permitter from all expenses, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith.

3.02 INSURANCE

The Permittee, prior to entering upon the Premises and using the same for the purpose for which this Permit is granted, shall procure, maintain and keep in force at Permittee's expense, commercial general liability insurance in which the Permitter, its officers, agents, and employees are a named insured and fire and extended property coverage on an all risk property insurance policy in which the Permitter is named as the Loss Payee. ("CLAIMS MADE" policies are unacceptable.) Said insurance shall be from a company to be approved by the Permitter, having policies with limits of not less than:

COMMERCIAL GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than \$3,000,000.00 per occurrence

Prior to entering upon said Premises, the Permittee shall furnish to the Permitter certificates of such insurance and policy endorsements as evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Permitter's written request, Permittee shall provide Permitter with copies of the actual insurance policies within ten (10) days of Permitter's request for same. Such certificates and insurance policies shall clearly identify the Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Permitter. The provisions of this paragraph shall in no way limit the liability of the Permittee as set forth in the provisions of 3.01 above.

Permittee and Permittee's Contractors will cause the Village, the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), and their respective Commissioners, officials, officers, employees, volunteers, servants, agents, successors and assigns to be named as Additional Insured under the CGL coverage and umbrella coverage(s) (the "Additional Insured")

Prior to commencing any Sports Activity and/or other use of the Permitted Premises, the Permittee shall furnish the Permittor with the above described Certificates of Insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above

The Permittee and Permittee's Contractors shall be insured by insurance companies which obtain a rating from A.M. Best, that rating shall be no less than A:VII using the most recent edition of the A.M. Best's Key Rating Guide. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

Permittee represents and warrants to the Village that the following Permittee's Agents are insured under Permittee's above described Insurance coverages and policies: umpires, referees, officials, and schedulers (collectively, "Permittee Game Officials"). Accordingly, the Permittee Game Officials shall not be required to procure and/or maintain the above mentioned types and amounts of insurance coverages, provided that said Permittee Game Official is insured under Permittee's above mentioned insurance coverages and policies.

3.03 INSURANCE ON IMPROVEMENTS

The Permittee shall keep any buildings and improvements erected, constructed or placed on the Premises by Permittee fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Permittee's own expense at all times by an insurance company or companies approved by the Permittor.

3.04 PERMITOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that the Permittor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings, structures or other improvements. Neither the Permittor nor the Permittee shall be responsible, liable to, or have any obligation to any third party user for loss of property by reason of theft, fire, storm, hail, or flood.

3.05 LIENS

Permittee shall not make any contract or agreement for construction, alteration, repair or maintenance on said Premises of any improvement now or hereafter erected thereon unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for payment, mechanic's or materialmen's liens against the Premises or any public fund or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any buildings or improvements, alterations or repairs or maintenance or operation of the facility, at any time shall be or may become entitled to any lien thereon whatsoever.

ARTICLE FOUR

4.01 NOTICES

All notices herein provided for from the Permitter to the Permittee or Permittee to Permitter shall be personally served or mailed by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to

the Permittee at:

Hanover Park Little League
P.O. Box 717
Streamwood, IL 60107
Attn: President

or to Permitter at:

Village of Hanover Park
2121 West Lake Street
Hanover Park, IL 60133
Attn: Village Manager

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Permit and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

4.02 NO ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that the Permit shall not be assigned by the Permittee nor any part of this Permit to any other individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of the Permitter.

It is agreed that this Permit shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Permittee.

ARTICLE FIVE

5.01 PERMITTEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

The Permittee will keep its improvements safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Permittee will not allow the improvements to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

5.02 CONDITION OF PREMISES AND IMPROVEMENTS NOT WARRANTED

Permittee expressly acknowledges that the Permitter has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Premises or the improvements upon the Premises for the purpose set forth in this Permit, or for any other purpose or use express or implied by the Permit. Permittee accepts the Premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Permittee acknowledges that it has inspected the Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

ARTICLE SIX**GENERAL ENVIRONMENTAL PROVISIONS****6.01 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)**

Permittee shall use the Premises only for purposes expressly authorized by this Permit. Permittee will not do or permit any act that may impair the value of the Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Premises.

6.02 CONDITION OF PREMISES (ENVIRONMENTAL)

Permittee has been the prior user of the Premises. Permittee warrants and represents that to the best of Permittee's actual knowledge, during the period of such prior occupancy/use the Premises and improvements thereon including all personal property, are free from contamination by any Hazardous Materials, that here has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the Premises as defined by any Environmental Laws, and that the Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps.

6.03 INDEMNIFICATION (ENVIRONMENTAL)

- A. In consideration of the execution and delivery of this Permit Agreement for Public Use, the Permittee indemnifies, exonerates, and holds the Permitter and its officers, officials, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Permittee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter in connection with Permittee's use of the Premises relating to the protection of the environment, or (iii) the release or threatened release by Permittee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Premises, or any property to which the Permittee, its parent company or any of its subsidiaries has sent Hazardous Materials,

(including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), provided that, to the extent Permitor is strictly liable under any Environmental Laws, Permittee's obligation to Permitor under this indemnity shall be without regard to fault on the part of the Permittee with respect to the violation of law which results in liability to Permitor so long as Permittee has been or is a contributor to the violation.

- B. Permittee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Premises to adjacent properties caused by Permittee. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, the Permittee shall give immediate written notice of the same to the Permitor, and Permittee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.
- C. Permittee shall be responsible for all costs for remediation of the Premises for contamination caused by Permittee that migrates from adjacent property during the term of the Permit but Permitor may seek recovery from any other responsible third party.

6.04 ADDITIONAL ENVIRONMENTAL COVENANTS

Permittee shall cause each of its contractors, subcontractors, employees and agents to:

- A. (1) Use and operate all of the Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;
- (2) undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials caused by Permittee or any person permitted to use the Premises by Permittee or any third party during the term of the Permit except Permitor;
- (3) provide notice to the Permitor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.

- B. Notify Permittor by telephone within two hours of Permittee's actual knowledge the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Permittor within 72 hours of the event, with copies of all written notices by Permittee that are reported to government regulators or received from the government regulators.

ARTICLE SEVEN

7.01 OTHER PROVISIONS

- A. All materials, records, data, and other information acquired, developed, or documented by Permittee shall remain its respective properties.
- B. Permittee shall continue to use its best efforts to continue their programs on the Premises and continue to serve the youth of the Village of Hanover Park.
- C. Permittor shall select a member of its corporate authorities to be a liaison between Permittor and Permittee. Permittee shall select one of its members to be a liaison between Permittee and Permittor.
- D. This agreement does not create any third party beneficiary, principal, agent, partnership, of joint venture, or any other association or relationship.
- E. All parties shall use their best efforts to advance the objects of this Permit Agreement for Public Use.
- F. Permittee shall promptly notify Permittor of any accident or injury to any player, coach, umpire or spectator that results in an ambulance being called to assist the injured party. Permittee shall call 630-823-5656 immediately following such accident and/or injury. Permittee shall keep a file of all such injuries, which shall be furnished to the Permittor upon the Permittor's request.
- G. Cancellation of Use of Athletic Fields. The Permittor reserves the right to cancel use of any Athletic Field at any time due to weather conditions, field conditions and/or in the event the Permittor otherwise determines that such cancellation is necessary.
- H. Parking. All parking for Sports Activities shall be within established and posted guidelines on adjacent streets and/or parking lots, subject to applicable state and local rules, regulations and ordinances. At no time shall vehicles and/or heavy equipment be operated or parked on the Permitted Premises.
- I. No Lease. The Parties agree that this Agreement confers upon the Permittee only a non-exclusive Permit and right to use the Permit Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Permittee a leasehold interest in the Permit Premises or any portion thereof. In the event of default by the Permittee, the Permittor shall

not be obligated to bring a forcible entry and detainer action to terminate Permittee's rights hereunder.

- J. In the event of the failure of a Party to perform any or all of its duties and obligations under the terms and conditions of this Agreement, the other Party shall notify the defaulting Party of such default in writing, and the defaulting Party shall have thirty (30) days from receipt of notice to cure the default (the "Cure Period"). In the event said default is not cured within Cure Period, or in the event of repeated defaults, the non-defaulting Party shall be entitled to terminate this Permit Agreement and shall be entitled to all remedies available at law and/or equity to enforce its rights under this Agreement, and shall be entitled to recover its costs in bringing such suit, including its reasonable attorney's fees. Notwithstanding the foregoing, however; in the event Licensee fails to maintain the described types and minimum amounts of insurance coverages and requirements, (collectively, "Insurance Requirements"), the permits granted herein shall be immediately suspended until Permittee complies with the Insurance Requirements and furnishes documentation to the Permittor evidencing such compliance.
- K. Termination of this Agreement with or without cause shall not relieve the Parties from any obligation, duty, and/or obligation required of said Parties accruing prior to the effective date of such withdrawal and/or termination.
- L. **Security.** The Permittee assumes and exercises full responsibility for the security of the Permit Premises during all activities contemplated by this Agreement. The Permittee shall provide such security for the Permit Premises at its own cost. In no event shall the Village, MWRD and/or any of their respective Commissioners, officers, officials, employees, servants, volunteers, and/or agents be responsible for providing security for any Sports Activities and/or use of the Permit Premises by Permittee and/or Permittee's Agents. Licensee shall immediately pay the Village of Hanover Park for any charges attributable to responding to any alarms relative to Permittee's use of the Permit Premises, by Permittee, Permittee's Agents, and/or Permittee's Contractors
- M. Permittee will budget sufficient funds to ensure that lawn is mowed once per week during growing season, weather permitting; regular litter pickup as needed; general maintenance and repairs necessitated by normal wear and tear; and weed control/monitoring, weather permitted; and pre-season maintenance including filling and leveling each infield, reducing excessive "lip" where infields meet outfields, adding field mix as needed to promote positive drainage, and preparing pitching, batting, and base areas as needed to begin play, and such other maintenance and preparation as reasonably necessary for Permittee and Permittee's Agents to participate in the sports activities.
- N. **Concession Stands.** Permittee agrees to abide by all applicable Village of Hanover Park and other applicable Building and Health Department Codes ordinances, regulations and laws, and to obtain all necessary permits and licenses from the proper authorities with respect to Permittee's use of all concession stands operated by or on behalf of Permittee hereunder and

shall provide copies of all such permits, licenses, and inspection reports to the Permitter. Permittee shall furnish the Permitter with a list of all equipment owned and/or leased by Permittee within the Concession Stands to the Permitter, and use of all such equipment shall be subject to Permitter approval and shall be immediately removed upon request by the Permitter. The Permitter and its designees shall have access at all times to inspect the Concession Stands.

- O. **Inspection.** Permittee shall be solely responsible for inspecting the Permit Premises immediately prior to each Sports Activity or other use of the Permit Premises in order to identify any unsafe condition and to determine whether the Permit Premises are adequate for Permittee and Permittee's Agents use of said Permit Premises. Permittee shall immediately report any unsafe or dangerous condition to the Permitter and Permittee and Permittee's Agents shall not be permitted to use said Permit Premises until said unsafe and/or dangerous condition is repaired and/or removed.
- P. **Alterations.** Licensee shall obtain Permitter's approval prior to performing any alterations of any Athletic Field. All Permittee's Contractors performing any repairs, alterations, restoration, or other work upon any Athletic Field and/or other Permit Premises must be approved by the Permitter and must furnish documentation evidencing compliance with the insurance requirements herein prior to performing any such work.

7.02 MISCELLANEOUS

- A. **This Agreement sets forth the entire understanding of the Parties.** The Parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement.
- B. **This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois, and the exclusive venue for purposes of enforcing this Agreement shall be the Circuit Court of Cook County, Illinois.**
- C. **The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.**
- D. **Licensee shall not assign any rights granted hereunder without the prior written approval of Permitter which Permitter may withhold in its sole and absolute discretion. Any such non-permitter assignment shall be null and void.**
- E. **The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section which they appear.**

- F. This Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
- G. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any party.
- H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and the he or she does so voluntarily and in his or her official capacity.
- I. Facsimile signatures shall be sufficient for purposes of negotiating, executing, and finalizing this Agreement.
- J. The Village of Hanover Park will allow Permittee to advertise their registration dates, opening night, and closing night on the Village's Barrington Road marquee sign. Village to approve all content.
- K. Permittee may be on up to four Village cable slides to promote registration activities.
- N. All Permittee banners and advertising must have prior approval by Permitter before being installed. Signs and banners must be removed from the premises after the season has been completed.

IN WITNESS WHEREOF, the Village of Hanover Park, Illinois, has caused this instrument to be executed in triplicate by its Village President and attested by its Village Clerk, and its corporate seal to be hereunto affixed; and Hanover Park Little League, Inc., an Illinois not-for-profit corporation has caused this instrument to be executed in triplicate by its President and Secretary all on the day and year first above written.

VILLAGE OF HANOVER PARK, ILLINOIS

By: _____
 Rodney S. Craig
 Its Village President

ATTEST:

 Eira Corral, Village Clerk

HANOVER PARK LITTLE LEAGUE, an Illinois not-for-profit corporatino

By: _____
its President

ATTEST:

its Secretary



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Katie Bowman, Village Planner

SUBJECT: Update on Leasing Procedures for Hanover Square

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: May 2, 2013 – Board Workshop

Executive Summary

Discussion of procedures and agreements related to leasing of space within the Hanover Square Shopping Center, including:

- Review of standard lease terms and leasing procedures
- Review of proposed agreement extension for Iron Real Estate as leasing agent

Discussion

On April 5, 2012, the Village Board approved general procedures for the leasing of space in the Hanover Square Shopping Center and established Clay Rankin of Iron Real Estate as the Leasing Agent for the center (Exhibit 1). In keeping with industry standards, the Property Managers and Leasing Agent are authorized to perform certain activities within the guidelines set by the Board. Such procedures allow for timely and competitive leasing and marketing of the center. These activities include:

Property Managers/Managing Agent, Schermerhorn Commercial Real Estate

- Manage existing leases, enforcing their terms, renewing them, and renegotiating them as needed
- Establish new leases with existing tenants and new tenants that had already entered into discussions with the Village prior to April 2012
- Sign all leases, including new leases, renewals, renegotiations, etc.

Leasing Agent, Clay Rankin of Iron Real Estate

- Promote shopping center and recruit new tenants, maintaining marketing materials and promoting at real estate trade shows
- Negotiate lease terms with new tenants, establishing Letters of Intent (LOI)
- Only when specifically directed, renegotiate leases with existing tenants or negotiate new leases with existing tenants

Standard Lease

As a part of these procedures, the Village Board approved standard lease terms and authorized the Property Managers to sign tenant leases within these terms. These terms include a maximum length of 20 years, base rents no less than \$11, and payment of proportional common area maintenance costs (CAM) and real estate taxes (Exhibit 1).

Based upon further review of standard leasing practices and the local commercial market, Staff, Property Managers, and Leasing Agent recommend making the following adjustments to the standard lease terms. The proposed new terms read: (previously approved terms marked out and new terms in bold)

- Term: maximum term of 20 years
- Rents: Base - \$8.00

2012 -2014	(\$11.00)
2015 -2017	(\$12.00)
2018 -2020	(\$13.00)
2021-2024	(\$14.00)

(Future years to be determined at that time.)
 Plus tenant's share of CAM and taxes, **when deemed beneficial and feasible**
 Renewal options shall include a minimum 3% increase **or Cost of Living Price Index (CPI), whichever is greater**
- Security Deposit: At least one month rent
- **Lease Renewals: Such terms shall not apply to renewal of leases with existing tenants or establishment of new leases with existing tenants. Such leases shall follow above terms to the extent possible and reasonable as relates to the tenant's current lease.**
- All other terms of the lease shall be commercially reasonable and shall include provisions that reasonably prudent Landlord's would include, provided, subsequently approved leases or lease forms by the Village Board shall be considered reasonably prudent.
- **Considerations that may be made in determining overall lease terms may include:**
 - **type of tenant, including use type and anticipated sales and traffic**
 - **term/length of lease**
 - **size of space and location within shopping center**
 - **level of property improvements associated with tenant's space**
 - **access to common site amenities, including parking, signage, etc.**

Attached is an Ordinance reflecting these terms for the Board's review.

Leasing Agreement

In April 2012, the Village Board also authorized the establishment of an Exclusive Listing Agreement to Lease ('leasing agreement') with Clay Rankin of Iron Real Estate to act as leasing agent for the center (Exhibit 2). The leasing agreement had a term of one year, after which the Village has the option to re-evaluate. At this time, Staff recommends that

the Village send out a Request for Proposals for Leasing Agent services in order to solicit a range of proposals.

This process will provide the opportunity to select an agent whose style, strategies, and contacts best meet the needs of the Village. Property Managers indicate that it is a common practice to re-evaluate leasing agents following the first year. The current leasing agent will have the opportunity to respond to the RFP as well.

Recommended Action

Move approval of proposed changes to the standard lease terms and place Ordinance on the May 16, 2013 agenda for approval.

Direct staff to release an RFP for leasing agent services for the Hanover Square Shopping Center.

Budgeted Item:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Budgeted Amount:	\$ N/A	
Actual Cost:	\$ N/A	
Account Number:		

ORDINANCE NO. O-13-**AN ORDINANCE AUTHORIZING AN AGENT TO
ACT FOR ON BEHALF OF THE VILLAGE TO ENTER INTO LEASES
FOR THE HANOVER SQUARE SHOPPING CENTER**

WHEREAS, the Village of Hanover Park is empowered pursuant to the Tax Increment Allocation Act (65 ILCS 5/11-74.4-1 et seq.) to undertake the redevelopment of blighted and conservation areas through tax increment financing, incurring redevelopment project costs, and leasing real estate; and

WHEREAS, pursuant to the terms of a Redevelopment Plan entitled the “Hanover Park Village Center Tax Increment Financing Redevelopment Project and Plan: revised dated April 25, 2001, the Village adopted and approved said plan on May 3, 2001, pursuant to Ordinance No. O-01-17 entitled “An Ordinance Adopting and Approving a Tax Increment Financing Redevelopment Plan and Project for the Village of Hanover Park, Illinois (Village Center - TIF #3)”, the (“Redevelopment Plan”); and

WHEREAS, the Village has designated a certain area within its corporate limits as a redevelopment project area (the “Redevelopment Area”) pursuant to Ordinance No. O-01-16 entitled “An Ordinance Designating a Tax Increment Financing Redevelopment Project Area Within the Village of Hanover Park, Illinois (Village Center - TIF #3)” adopted and approved May 3, 2001 by the Village; and

WHEREAS, the Village adopted and approved Ordinance No. O-01-18 entitled “An Ordinance Adopting Tax Increment Financing for the Village of Hanover Park, Cook and DuPage Counties, Illinois, in Connection with the Designation of a Tax Increment Financing Redevelopment Project Area (Village Center - TIF #3)” adopting tax increment financing pursuant to the Tax Increment Financing Act; and

WHEREAS, the Village adopted Resolution No. R-11-42 on December 15, 2011, approving the purchase of real estate at 6602 - 6784 Barrington Road commonly known as Hanover Square Shopping Center as part of the Village Center - TIF #3 Redevelopment Plan and Project; and

WHEREAS, on December 20, 2011, the Village closed on the purchase of the Hanover Square Shopping Center property and on said date became the Owner of said property, which included leased space to numerous Tenants and un-leased, vacant rentable space with the rented and unrented space each occupying approximately one-half of the space in the shopping center; and

WHEREAS, on January 5, 2012, the Village Board approved an agreement for property management to manage the Hanover Square Shopping Center with Schermerhorn Commercial Real Estate, LLC; and

WHEREAS, the Village deems it necessary to designate its shopping center manager, Schermerhorn Commercial Real Estate, LLC, as Village’s agent, to sign leases for Landlord which leases shall contain terms, rentals and conditions consistent with this Ordinance;

WHEREAS, on April 5, 2012, the Village Board designated, delegated, named, and appointed Schermerhorn Commercial Real Estate, LLC, to be Village’s agent to sign leases for and on behalf of Village and thus obligating Village as Landlord for the Hanover Square Shopping Center property, provided said authority shall be limited so as not to exceed in any lease the terms, rentals, and conditions authorized in Ordinance O-12-11; and

WHEREAS, the Village of Hanover Park is a home rule unit of local government pursuant to Article VII Section 6 of the 1970 Constitution of the State of Illinois and hereby also adopts this Ordinance pursuant to that home rule authority; now, therefore,

BE IT ORDAINED by the President and Board of Trustees of the Village of Hanover Park, a Home Rule Municipality, Cook and DuPage Counties, Illinois, as follows:

SECTION 1: That the recitals contained in the preamble hereon are true in substance and in fact and are incorporated herein as fully set forth.

SECTION 2: That Schermerhorn Commercial Real Estate, LLC, is hereby designated, delegated, named, and appointed by the Village Board to be Village’s agent to sign leases for and on behalf of Village and thus obligating Village as Landlord for the Hanover Square Shopping Center property, provided said authority shall be limited so as not to exceed in any lease the following terms, rentals, and conditions, **which are hereby amended as below:**

TERM: Length of TERMS including options and extensions in the Aggregate shall be less than 20 years.

RENTS: BASE RENTS shall be not less than \$8.00 based on square feet rented:

plus Tenants shall share pro-rata, Landlord’s operating costs and real estate taxes based on Tenants leased space compared to the square footage of all leasable area of the shopping center, **when deemed beneficial and feasible**

Renewal OPTIONS on base rent shall escalate a minimum of 3% per annum from the previous year’s rent, **or cost of living price index (CPI), whichever is greater**

SECURITY DEPOSITS: At least one month’s rent.



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Howard A. Killian, Director of Engineering and Public Works

SUBJECT: Hanover Square Roof Change Order

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: May 2, 2013 – Board Workshop

Executive Summary

On November 12, 2012, the Village opened bids for a roofing contract for the Hanover Square Shopping Center. A contract was awarded to Metalmasters Roofmaster in the amount of \$284,702.

Metalmaster Roofmaster has presented a change order to the Village in the amount of \$21,360.00, a copy of which is attached.

Discussion

The Village process is that contractors submit change orders for approval of work not included in the approved contract, prior to the work being completed. The Village has received a change order (#6 attached) for several items related to the roof contract. This change order was received after the work was completed.

According to property managers, these items were items that would have been needed to be done at some point. Upon receipt of the change order, a meeting was held to go over the costs involved. The contractor has offered to reduce the amount to \$9,800.

Had the work been proposed using the proper process, staff and the property managers believe this is a fair price for the additional work completed.

The property managers, along with staff, will be present at the May 2, 2013 Board Workshop to answer questions.

Agreement Name: _____

Executed By: _____

Recommended Action

If this Village Board agrees that this is a fair resolution, move approval of payment from the Hanover Square Fund to Metalmasters in the amount of \$9,800 for work performed as part of change order #6 to the roofing contract.

Attachments: Change Order

Budgeted Item:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Budgeted Amount:	\$0	
Actual Cost:	\$9,800	
Account Number:	052-5220-470-03.34	

Date: January 17, 2013

CONTRACT CHANGE ORDER

Job No.: 12-439
Job Name: Hanover Square Shopping Center
Hanover Park, IL 60133

Change Order No.: 6

To: Village of Hanover Park
2121 Lake Street
Hanover Park, IL 60133

Telephone # 630-823-5707
Facsimile #

Attn: Mr. Ted Kaye

AMOUNT OF THIS CHANGE ORDER: **ADD.....\$21,360.00**

Description: Per the request of the property management company Mr. Gregory Hughes, this cost is being provided for the following scope of work:

- Provide labor, material, and 40 ton Crane to reclaim refrigerant and properly dispose refrigerant and 4 in operable RTU's **ADD.....\$5,980.00**
- Provide and deliver to site 4 new RTU roof curbs. To be installed insulated, capped and flashed by others. See attached cut sheet **ADD.....\$3,331.00**
- Replace and extend existing venting thru the roof as required with new 4" B-vents, rain collars, cap and new tall cones **ADD.....\$3,455.00**
- Provide and 2 new 4" B vents with rain collars thru the roof with new venting to 2 unit heaters in vacant spaces. To be flashed by others **ADD.....\$2,364.00**
- Install 1 customer provided temporary heater in vacant space. Gas, temporary control and electric power included. Requires new gas main. Existing gas piping to hot water heater was removed **ADD.....\$6,230.00**

****PLEASE NOTE THAT THIS DOCUMENT, ONCE EXECUTED, WILL BE RECOGNIZED AS SUFFICIENT FOR BILLING PURPOSES, AND WILL BE USED AS SUCH. PRICE VALID FOR 30 DAYS AND SUBJECT TO CHANGE.**

****PLEASE NOTE, THIS CHANGE ORDER COST IS SOLELY BASED ON PRODUCING THE SCOPE OF WORK SPECIFIED ABOVE WHILE THE METALMASTER ROOFMASTER WORK FORCES ARE ON SITE PERFORMING/COMPLETING THE MAIN/ORIGINALLY CONTRACTED SCOPE OF WORK.**

****IF WE HAVE OVERLOOKED SOMETHING OR FAILED TO RECOGNIZE ALL OF THE CHANGES WHICH ARE BEING INCORPORATED INTO THE METALMASTER ROOFMASTER CONTRACTED SCOPE OF WORK, PLEASE CALL US AS SOON AS POSSIBLE TO CONFIRM THE CHANGES AND POSSIBLE COST/TIME AFFECT THEY WOULD HAVE FOR THIS CONTRACT. METALMASTER IS NOT RESPONSIBLE FOR CHANGES NOT RECOGNIZED WITHIN THE DOCUMENTS, NOR FOR ANY SCOPE OF WORK NOT LISTED ABOVE, WITHIN THE DESCRIPTION SECTION OF THIS CHANGE ORDER.**

The work covered by this order shall be performed under the same terms and conditions of the original contract.

CHANGES APPROVED:

METALMASTER ROOFMASTER, INC.

VILLAGE OF HANOVER PARK

BY: Craig Ragusin
Craig Ragusin, Director of Operations

BY: _____
Authorized Acceptance

DATE: 3/15/13'
CR/ks

DATE: _____

4.g.

METALMASTER ROOFMASTER

Leader in the Industry

4800 METALMASTER WAY, MCHENRY, IL 60050
OFFICE: 815.459.6415 • FAX: 815.385.8730
www.metalmaster-roofmaster.com

Date: January 17, 2013

CONTRACT CHANGE ORDER

Job No.: 12-439
Job Name: Hanover Square Shopping Center
Hanover Park, IL 60133

Change Order No.: 6

To: Village of Hanover Park
2121 Lake Street
Hanover Park, IL 60133

Telephone # 630-823-5707
Facsimile #

Attn: Mr. Ted Kaye

AMOUNT OF THIS CHANGE ORDER: ADD.....~~\$21,360.00~~ 9,800

Description: Per the request of the property management company Mr. Gregory Hughes, this cost is being provided for the following scope of work:

- Provide labor, material, and 40 ton Crane to reclaim refrigerant and properly dispose refrigerant and 4 in operable RTU's ADD.....~~\$5,980.00~~ 4,000
- Provide and deliver to site 4 new RTU roof curbs. To be installed insulated, capped and flashed by others. See attached cut sheet ADD.....~~\$3,331.00~~ 2,400
- Replace and extend existing venting thru the roof as required with new 4" B-vents, rain collars, cap and new tall cones ADD.....~~\$3,455.00~~ 0 *In contract*
- Provide and 2 new 4" B vents with rain collars thru the roof with new venting to 2 unit heaters in vacant spaces. To be flashed by others ADD.....~~\$2,264.00~~ 1,000
- Install 1 customer provided temporary heater in vacant space. Gas, temporary control and electric power included. Requires new gas main. Existing gas piping to hot water heater was removed ADD.....~~\$6,230.00~~ 2,400

****PLEASE NOTE THAT THIS DOCUMENT, ONCE EXECUTED, WILL BE RECOGNIZED AS SUFFICIENT FOR BILLING PURPOSES, AND WILL BE USED AS SUCH. PRICE VALID FOR 30 DAYS AND SUBJECT TO CHANGE.**

****PLEASE NOTE, THIS CHANGE ORDER COST IS SOLELY BASED ON PRODUCING THE SCOPE OF WORK SPECIFIED ABOVE WHILE THE METALMASTER ROOFMASTER WORK FORCES ARE ON SITE PERFORMING/COMPLETING THE MAIN/ORIGINALLY CONTRACTED SCOPE OF WORK.**

****IF WE HAVE OVERLOOKED SOMETHING OR FAILED TO RECOGNIZE ALL OF THE CHANGES WHICH ARE BEING INCORPORATED INTO THE METALMASTER ROOFMASTER CONTRACTED SCOPE OF WORK, PLEASE CALL US AS SOON AS POSSIBLE TO CONFIRM THE CHANGES AND POSSIBLE COST/TIME AFFECT THEY WOULD HAVE FOR THIS CONTRACT. METALMASTER IS NOT RESPONSIBLE FOR CHANGES NOT RECOGNIZED WITHIN THE DOCUMENTS, NOR FOR ANY SCOPE OF WORK NOT LISTED ABOVE, WITHIN THE DESCRIPTION SECTION OF THIS CHANGE ORDER.**

The work covered by this order shall be performed under the same terms and conditions of the original contract.

CHANGES APPROVED:

METALMASTER ROOFMASTER, INC.

VILLAGE OF HANOVER PARK

BY: Craig Ragusin (Signature)
Craig Ragusin, Director of Operations

BY: _____
Authorized Acceptance

DATE: 3/15/13'
CR/ks

DATE: _____

Workshop Meeting 5/2/13



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Katie Bowman, Village Planner

SUBJECT: Hanover Square Update

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: May 2, 2013 – Board Workshop

Executive Summary

Update from Property Managers and Staff and discussion on Hanover Square.

Discussion

Representatives of the Hanover Square Property Management firm, Schermerhorn Commercial Real Estate, will be present in order to provide updates and answer questions regarding the Hanover Square Shopping Center. The following topics are recommended for discussion:

- 1. Education & Work Center
- 2. Façade Project
- 3. Roof Replacement/Repair
- 4. Leasing Update
- 5. Additional Questions

Recommended Action

Update on Hanover Square. No action needed.

Budgeted Item:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Budgeted Amount:	\$ N/A	
Actual Cost:	\$ N/A	
Account Number:		