

**A RESOLUTION
ACCEPTING A PROPOSAL FROM
NICOLE FLESHMAN WEB DESIGNS**

**FOR VILLAGE OF CAMPTON HILLS WEBSITE DESIGN/IMPLEMENTATION, E-MAIL
NEWSLETTER DEVELOPMENT, AND 12-MONTH WEBSITE MAINTENCE AND HOSTING
SERVICES**

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The Proposal from Nicole Fleshman Web Designs for Village of Campton Hills Website Design and Implementation; E-Mail Newsletter Development; and 12-month Website Maintenance and Hosting Services, in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached, subject to non-material changes which may be made by the Village President and approved by the Village Attorney.

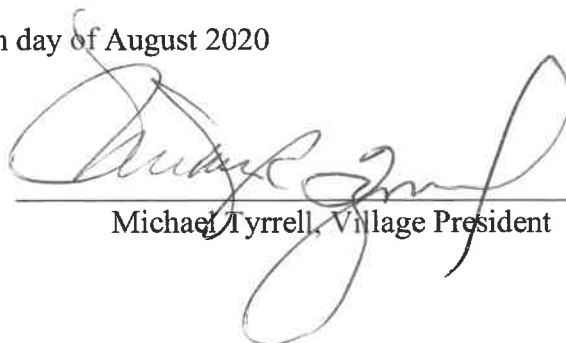
Section 2. The Village Administrator shall be and is hereby authorized to execute any and all documents related to EXHIBIT A on behalf of the Village.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.

Passed this 5th day of August 2020 pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Darlene Bakk	_____	_____	_____/_____ ✓	_____
Trustee Susan P. George	_____/_____ ✓	_____	_____	_____
Trustee Jim McKelvie	_____/_____ ✓	_____	_____	_____
Trustee Mike Millette	_____/_____ ✓	_____	_____	_____
Trustee Michael O'Dwyer	_____/_____ ✓	_____	_____	_____
Trustee Wendy K. White Eagle	_____/_____ ✓	_____	_____	_____
President Michael Tyrrell	_____	_____	_____	_____

APPROVED this 5th day of August 2020



 Michael Tyrrell, Village President

(SEAL)

ATTEST:



 Lynn Baez, Village Clerk



v.2

Project Proposal

Prepared for Village of Campton Hills • July 30, 2020

Scope of Work

- Nicole Fleshman Web Designs will implement a new website for the Village of Campton Hills.
- The new website will be implemented using WordPress. A template will be agreed upon by both parties at the start of the project.
- The new site will be modern, responsive, and user friendly. Responsive website practices will be used to ensure readability and ease of navigation when the website is viewed on various devices (i.e. mobile phone, tablet or computer).

Fees and Timeline

<p>Website Design and Implementation - New site will include all current website content and forms, business directory and community page. The client has provided a list of items that should not be included on the new website.</p>	<p>\$3900</p>
<p>Blog/News Section on Website - Users can subscribe via a website form and will be notified when a new News Story is added to the News section of the site. (Optional)</p>	<p>\$400</p>
<p>Email Newsletter - Similar to the current newsletter format. Users can subscribe to the email newsletter via the website form. The village would need to subscribe to an email marketing campaign service like MailChimp or Constant Contact to maintain a mailing list and email newsletters. (Optional)</p>	<p>\$800</p>

<p>12 Month Maintenance and Hosting Agreement Includes up to 2 hours per month of website maintenance and updates. This does not include new development. Unused hours cannot be rolled to the next month. See <i>“Annual Maintenance and Hosting Packages Comparison March 2020.pdf”</i>.</p>	<p>\$1200</p>
<p>Timeline</p>	<p>8 to 12 weeks</p>

Additional Project Terms

- The proposed project timeline begins when the proposal is agreed upon and down payment is received.
- Timeline is dependent on content being provided by the client in a timely manner.
- The client will provide all website assets including text, logo, images, and copy.
- This proposal includes simple customization to the WordPress site. It does not include major changes to the template files. Simple customization includes logo, content, color, and font changes.
- It is the responsibility of the client to review and approve all website pages during the development stage.
- Any new features requested after deployment is considered an enhancement and may require additional fees.
- All defects that are found within the first 60 days of release will be addressed free of

charge. Maintenance & Hosting Terms

- All hosting and maintenance packages are a 12-month contract. Packages must be paid annually.
- The client will be invoiced 30 days prior to the Maintenance and Hosting plans expiration date.
- Unused support and content update hours do not roll over from month to month.
- Hosting and Maintenance start when the project begins.
- This maintenance agreement covers updating the websites theme and updating plug-ins to the latest version compatible with the theme. However, if the latest version of the theme or plug-ins is no longer compatible with WordPress or PHP then this would not be covered under the agreement.

Termination

- The Website Design and Implementation and Email Newsletter may be terminated on thirty days written notice by either party. In the event the Village of Campton Hills terminates these services without cause prior to full implementation and deployment of the new website, it shall not be liable for any additional payment beyond the down payment as set forth below. In the event Nicole Fleshman Web Designs terminates these services without cause prior to full

implementation and deployment of the new website, it shall reimburse the Village the full amount of the down payment.

- Either party may terminate this agreement at any time on thirty 30 days prior written notice if the other party breaches any of its material responsibilities or obligations under this agreement and fails to cure that breach during that thirty-day (30) period. In the event of a breach by the Village, it shall pay Nicole Fleshman Web Designs for the service performed through the date of termination in the amount of a prorated portion of the fees remaining due. In the event of a breach by Nicole Fleshman Web Designs, it shall reimburse the Village a prorated portion of the unearned fees paid for the remaining months of the contract term, and any costs, expenses and fees to transfer website services to a new hosting account.

- The Maintenance and Hosting agreement may be canceled by either party by providing a 30-day notification, in writing. If the Maintenance and Hosting agreement is canceled by the client (The Village of Campton Hills) prior to the expiration date (12 months from beginning of project), the client will not be reimbursed for the remaining months of the contract term. If website transfer services are needed to move the site to a new hosting account, the client will be billed at a rate of \$45/hour for the hours it takes to complete the transfer. Nicole Fleshman Web Designs will delete content and data from the hosting account. If the Maintenance and Hosting agreement is cancelled by Nicole Fleshman Web Designs, it shall reimburse the Village a prorated portion of the unearned fees paid for the remaining months of the contract term, and any costs, expenses and fees to transfer website services to a new hosting account within 60 days of the expired agreement date if the plan is not renewed. Written notice needs to be provided to Nicole Fleshman by email and certified USPS mail.
- If the agreement is canceled by the Nicole Fleshman Web Designs, the client will be reimbursed for the remainder of months in the contract term. The client will be given 30 days' notice in writing to acquire a new maintenance and hosting provider. Nicole Fleshman will provide notice of cancellation to both the Village of Campton Hills Executive Assistant and Village Administrator at time of cancellation, via email. Nicole Fleshman Web Designs will move the website to the new hosting provider for no additional cost.

Fees & Services selected by the Village of Campton Hills on this date include :

- Website Design and Implementation: \$3900.00
- Email Newsletter: \$800.00
- 12 Month Maintenance and Hosting Agreement: \$1200

Total: \$5,900.00

Payment:

Village shall make a down payment in the amount of one-half of the fees and services selected (\$2,950.00) within fourteen (14) days of execution of agreement. The balance of the fees and services in the amount of \$2,950.00 will be paid upon implementation and deployment of the new website by Nicole Fleshman Web Designs.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year below.

Village of Campton Hills

Nicole Fleshman Web Designs

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

