



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING

MARCH 26, 2019  
7:30 P.M.  
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation  
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
  - A. Administration
    1. Raffle License Request for Lincoln Prairie Parent Teacher Organization
    2. Execution of a Lease Agreement with Cole and Mary Sandberg for 9017 Haligus Road
  - B. Public Works
    1. Resolution increasing the 2019 Spending Authority for the purchase of Rock Salt for Village Street Snow and Ice Control
    2. Request to increase the 2019 Spending Authority with Industrial Systems, LTD from \$18,900.00 to \$23,310.00 for ThermaPoint R Liquid Snow and Ice Control Product
    3. Participation in the State of Illinois Rock Salt Joint Purchasing Program for the 2019-2020 Snow Season
  - C. Community Services
    1. Ordinance Approving the Official Zoning Map
5. Board of Trustees
  - A. Trustee Harlfinger
  - B. Trustee Huckins
  - C. Trustee Bogdanowski
  - D. Trustee Dustin
    1. Planning and Zoning Commission Liaison Report
  - E. Trustee Artinghelli
    1. Parks and Recreation Board Liaison Report
  - F. Trustee Bojarski
6. Village President
  - A. Proclamation – Construction Safety Month – May (Thursday)
7. Audience Participation
8. Adjournment

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

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

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



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 26, 2019

**DEPARTMENT:** Administration

**SUBJECT:** Raffle License request for Lincoln Prairie Elementary Parent Teacher Organization

## EXECUTIVE SUMMARY

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Lincoln Prairie Elementary Parent Teacher Organization (PTO) is requesting a Raffle License for an event on April 5, 2019 between the hours of 5pm and 8pm. The raffle consists of seven baskets. Organizations desiring to conduct a raffle must apply to the Village for a raffle license. All provisions of Section 31.02 of the Village Code have been met. Lincoln Prairie Elementary PTO unanimously voted to request a waiver of the fidelity bond requirement associated with the Raffle Application form.

## FINANCIAL IMPACT

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None.

## ATTACHMENTS

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1. Raffle License Application

## RECOMMENDED MOTION

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Motion to approve the raffle license request and waive the fidelity bond requirement for Lincoln Prairie Elementary PTO.



Village of Lake in the Hills  
Raffle Application Form

Date of Application 2-26-19

*(The Village President, with the advice and consent of the Board of Trustees, shall have 30 days in which to approve or disapprove the license applied for.)*

**Application Information:**

Name of Organization: LINCOLN PRAIRIE PARENT TEACHER ORGANIZATION

Date of incorporation or formation of Organization (minimum of 5 years in existence is required to qualify for license): September 2002

Does this organization fulfill the requirement of operating without profit to its members: Yes  No

Purpose for which club/organization was formed: To support students of LINCOLN PRAIRIE ELEMENTARY

Presiding Officer's Name: Kim Todd

Presiding Officer's Address: 35 S. Oakleaf Rd  
Algonquin, IL 60102

Secretary's Name: Rhonda Opperman

Secretary's Address: 3231 Covington Lane  
Algonquin, IL 60102

Raffle Manager's Name: Victoria Beard

Raffle Manager's Address: 131 HICKORY RD LITH, IL- 60156

Raffle Manager's Phone #: 224-465-7219

Raffle Manager's Date of Birth: 2-8-51

Names & Addresses of any other individual directly involved with the administration of the raffle.

**Raffle Information:**

Dates raffle chances will be sold or issued: April 5 2019

Date/Time raffle is to take place: 5:00 - 8:00 pm

Location or Description of Premises and Address of raffle: LINCOLN PRAIRIE ELEMENTARY  
500 W. HARVEST GATE  
LAKE IN THE HILLS, IL 60156

Location or areas within the Village where the raffle chances will be sold or issued:  
Method by which the winning chance will be determined:

Lincoln Prairie Elementary  
Pick the raffle slip

Total number of chances to be sold:

5000

Maximum price of each raffle chance:

\$1.00

Item(s) to be raffled:

7 Baskets

Maximum Retail Value of Each Prize:

\$  
\$ 200.00 each basket  
\$  
\$  
\$  
\$

Retail dollar value of all prizes:

\$

### Assertions:

- Yes  No  Does the raffle manager reside in Lake in the Hills?
- Yes  No  Is the raffle manager a US Citizen?
- Yes  No  Has the raffle manager ever been convicted of a felony under any federal or state law?
- Yes  No  Has the raffle manager ever been convicted of pandering or other crimes or misdemeanor opposed to decency and morality?
- Yes  No  Has the organization ever had a raffle license previously revoked for cause?
- Yes  No  Is the presiding officer, secretary, raffle manager or other individuals directly involved in the administration of the raffle, a law enforcing public official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board?
- Yes  No  Is there interest in the raffle for any law enforcing public official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board?
- Yes  No  Has the organization or raffle manager ever been convicted of a gambling offense as proscribed by either local, state or federal law?
- Yes  No  Has the organization or raffle manager ever been issued a federal gambling device stamp or a federal wagering stamp for the current tax period?
- Yes  No  Has the premises of the raffle ever been issued a federal gambling device stamp or a federal wagering stamp for the current tax period?

### Bond and Fee Requirements:

- Yes  No  Is a waiver of the fidelity bond provision being requested of the Board of Trustees?
- Yes  No  If yes, has the organization provided evidence of unanimous vote in favor of the fidelity bond waiver?
- Yes  No  If no, is the fidelity bond attached to this application?



**Village of Lake in the Hills  
Raffle Affirmation Page**

I (we) swear (or affirm) that our organization/club is not-for-profit and that I (we) have never been convicted of any felony and are not disqualified to receive a license by reason of any matter or thing contained in this Section 31.02 of the Lake in the Hills Municipal Code or any other Ordinances of the Village, laws of the State of Illinois or of the United States of America. I also swear that no previous license issued by any state or subdivision of Federal Government has been revoked. I will not violate any of the laws of the State of Illinois or of the United States or any Ordinances of the Village of Lake in the Hills in the conduct of the raffle. I will not allow gambling devises or gambling on the premises where the drawing will be held.

I (we) understand that a fidelity bond in an amount not less than the anticipated gross receipts is needed from the manager unless notice is attached to the application that the club/organization voted, by unanimous vote, to waive such provision.

At the conclusion of the raffles, a report shall be made to the Village of Lake in the Hills as to the gross receipts, expenses and net proceeds from the raffles.

I swear that the statements contained in the application are true and correct to the best of my knowledge and belief.

*Bimbelly A Todd*  
Presiding Officer

and/or

*Rhonda Opperman*  
Secretary

Sworn to before me this 27 day  
of February, 2019  
*Judith Hoaglin*  
Notary Public



**MUNICIPAL CODE SECTION 31.02 TO BE REVIEWED BY APPLICANT**

I have read and will comply with Section 31.02 of the Village of Lake in the Hills Municipal Code.

*Victoria Beard*  
Signature

2-27-19  
Date



**Village of Lake in the Hills  
Bond Waiver Request Page**

The Village Code requires that the raffle manager shall give a fidelity bond in an amount not less than the anticipated gross receipts for each raffle. The bond shall be in favor of the organization and conditioned upon his/her honesty in the performance of his/her duties. The bond shall also provide that notice is given in writing to the Village of Lake in the Hills not less than thirty (30) days prior to its cancellation.

**The Village president and Board of Trustees is authorized to waive the requirement for a bond by including a waiver provision the license issued, provided that by a unanimous vote of the members of the licensed organization, such a waiver is requested.** Such a request does not guarantee that a waiver will be granted by the Village of Lake in the Hills; however, if your organization would like to request a waiver of the bonding requirement, please complete the following Bond Waiver Request. Please be sure to have both signatures notarized.

On the 5 day of April 2019, the membership of LINCOLN PRAIRIE PTO  
27 February 2019 (Name of Organization)

by unanimous vote requested that the Village of Lake in the Hills waive the fidelity bonding requirement for its raffle to be conducted on the attached raffle application.

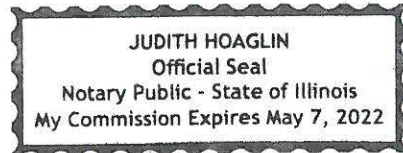
Signed: Kimberly Todd  
Presiding Officer

Signed: Rhonda Opperman  
Secretary

Subscribed and sworn to before me this

27 day of February, 2019

Judith Hoaglin  
Notary Public



**NOT FOR PROFIT STATEMENT**

We, the undersigned Presiding Officer and secretary, do hereby attest that Lincoln Prairie PTO (name of organization) is a bona fide religious, charitable, labor, fraternal, educational, or veteran organization that operates without profit to their members and which have been in existence continuously for a period of five (5) years immediately before making application for a license, and which have been during that entire five (5) year period, a bona fide membership engaged in carrying out their objectives as described on the attached raffle application.

Signed: Kimberly Todd  
Presiding Officer

Signed: Rhonda Opperman  
Secretary

Subscribed and sworn to before me this

27 day of February, 2019

Judith Hoaglin  
Notary Public





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 26, 2019

**DEPARTMENT:** Administration

**SUBJECT:** Execution of a Lease Agreement between the Village of Lake in the Hills and Cole and Mary Sandberg

## EXECUTIVE SUMMARY

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Attached please find the lease agreement with Cole and Mary Sandberg for the rental of 9017 Haligus Road, Lake in the Hills, Illinois. Mr. and Mrs. Sandberg have been the existing renters of the property since January, 2009. The lease includes the home, attached garage and 1.7 acres of property, which the renters agree to maintain. The lease is for a 17 month term ending August 30, 2020, with termination by the Lessee requiring 14 days written notice. At the tenant's request, Section 10, "Septic," has been added to the lease agreement identifying that the home is on a septic system and is the responsibility of the Village, aside from any damage or act of negligence on the tenants' part. There will be no increase to the rental rate, which is currently \$1,364.00 per month. 9017 Haligus is the Village's last residential lease. This is intended to be the final renewal of the lease in order for the Village to pursue a public use for the property's future.

In 2004, the Village purchased the residential home located at 9017 Haligus as a part of the 16.7 acre Susong Property for \$880,000 by issuing debt. One of the Village's original intents for purchasing the property was to develop a recreation center and pursuing its acquisition was approved in the November 7, 2000 General Election (93% Yes, 7% No). A new site for the recreation center was selected after the Susong Property was acquired and the development and funding of that proposed center was later defeated in the April 1, 2003 consolidated election. A second reason for the purchase of the property was to reconfigure the Haligus Road curve in order to eliminate the 3-way stop. Since purchasing the property, the Village has converted the majority of the acreage to the Bark Park and has leased the residential portion of the property since 2004.

As property owners, the Village is responsible for regular inspection and maintenance of the home, a commitment requiring both time and resources. The property is now in need of new windows and siding within the next four years and has ongoing foundation leaks that are repaired as needed. An estimated accounting of the revenues and expenditures associated with the property based on available records and the Village's financial software is attached.

The estimated costs to make the necessary replacements to the windows and siding (est. \$27,000), though these would be offset in their majority by rental revenue, are near the cost to demolish the home (est. \$30,000) and create green space. Additionally, the septic system is original to the home (1977) and recently underwent a major repair in November of 2018, which cost \$3,756, including contractor costs and staff overtime. In the event of the aging system's failure, which can be difficult to predict, a drainage field replacement is estimated to cost an additional \$12,000.

No formalized plans for the property's future are in place at this time, however, staff intends to pursue an analysis of viable options. Preliminary concepts include greenspace, the realignment of Haligus Road, and expanded parking for the Bark Park, which the existing lot currently accommodates 15 parking spaces for ~800 Bark Park members, and would also increase accessibility to the west side of Sunset Park.

The 2017 Strategic Plan's guiding policy indicates that all decisions will be predicated on strengthening the Villages financial health, analyses will drive revenue and expense decision making, and that the Village will commit to the delivery of quality core services through operational excellence. Due to recent expenses and estimated upcoming costs, Village staff spoke with the current tenant to discuss a mutually appropriate timeline for the Village to pursue the property's public use. The tenant indicated a preference to lease through the summer of 2020 in order to ensure their youngest could complete middle school within the current district, or to lease through the summer of 2024, to complete high school at the home.

In light of the upcoming need to make long term capital improvements that will defray revenue for a period of time, along with viable preliminary concepts, past direction from the Village Board about the inappropriateness and lack of value of the Village being in the business of renting residential properties, and following the Strategic Plan's guiding policy, staff has identified the summer of 2020 as the appropriate time to cease leasing the residential property in order to pursue its future public use.

## **ATTACHMENTS**

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1. 9017 Haligus Revenues and Expenditures
2. Lease Agreement

## **RECOMMENDED MOTION**

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Motion to authorize the Village President to execute the Agreement.



Revenues		Expenditures						
Year	Rent	Note	Purchase	Maintenance	Desc.	Management	Net	
					Expenditures from 2004-2006 unconfirmed due to system limitations.			
2004	\$0	Not yet leased	(\$216,176)	(\$1,000)	Estimated Susong Residential portion of \$880,000 purchase in 2004, Estimated Maintenance & Management	(\$1,000)	(\$218,176)	
2005	\$14,400			(\$1,000)	Estimated Maintenance	(\$1,000)	(\$205,776)	
2006	\$15,060	Late fee		(\$1,000)	Estimated Maintenance	(\$1,000)	(\$192,716)	
2007	\$13,998	Home vacant 3 months		(\$4,216)	General Maintenance, Service Abandoned Well, Painting	(\$1,000)	(\$183,934)	
2008	\$12,000	Home vacant 4 months		(\$2,892)	General Maintenance, Foundation Repair	(\$1,000)	(\$175,826)	
2009	\$14,436			(\$1,882)	General Maintenance, Propane Tank Fill	(\$1,000)	(\$164,272)	
2010	\$14,942			(\$839)	General Maintenance, Shower Doors, Fireplace Doors	(\$1,000)	(\$151,169)	
2011	\$15,354			(\$3,454)	General Maintenance, Carpet Installation	(\$1,000)	(\$140,270)	
2012	\$15,744			(\$365)	General Maintenance	(\$1,000)	(\$125,890)	
2013	\$15,744			(\$8,480)	General Maintenance, Driveway, Boiler Replacement	(\$1,000)	(\$119,626)	
2014	\$15,744			(\$6,217)	General Maintenance, HVAC, Foundation Repair	(\$1,000)	(\$111,099)	
2015	\$15,744			(\$1,771)	General Maintenance	(\$1,000)	(\$98,126)	
2016	\$15,744			(\$1,033)	General Maintenance	(\$1,000)	(\$84,415)	
2017	\$15,744			(\$7,728)	General Maintenance, Roof Repair, Chimney Repair, Window Replacement	(\$1,000)	(\$77,399)	
2018	\$16,316			(\$11,997)	General Maintenance, Roof Replacement, Septic Repair, Foundation Repair	(\$1,000)	(\$74,080)	
<b>Through 2018:</b>	\$210,970		(\$216,176)	(\$53,874)		(\$15,000)	(\$74,080)	
2019	\$16,368			(\$1,200)	Estimated foundation repair @ 1,200 ea.	(\$1,000)	(\$59,912)	
2020	\$16,632			(\$10,000)	Window Replacement estimate	(\$1,000)	(\$54,280)	
2021	\$16,632			(\$18,000)	Siding replacement estimate	(\$1,000)	(\$56,648)	
2022	\$16,711			(\$12,000)	Drainage field estimate, septic failure could happen 2019+	(\$1,000)	(\$52,937)	
	\$66,343			(\$41,200)		(\$4,000)	(\$52,937)	
<b>Through 2022:</b>	\$277,313		(\$216,176)	(\$95,074)		(\$19,000)	(\$52,937)	

**Est. Upcoming Management and Maintenance Needed through 2022:** (\$45,200)

Revenues through 2018: \$210,970  
 Expenditures through 2018: (\$285,050)  
**Net through 2018** (\$74,080)

Revenues through 2022: \$277,313  
 Expenditures through 2022: (\$330,250)  
**Net through 2022** (\$52,937)

**RESIDENCE LEASE**

Above Space for Recorder's Use Only

TERM OF LEASE			
BEGINNING	ENDING		
04/01/2019	08/30/2020		
DATE OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
03/12/19		\$1,364.00	\$1,364.00

LESSEE/TENANT		LESSOR/LANDLORD	
NAME:	Cole Sandberg Mary Sandberg	NAME:	Village of Lake in the Hills
ADDRESS OF PREMISES:	9017 Haligus Rd. Lake in the Hills, IL 60156	ADDRESS:	600 Harvest Gate Lake in the Hills, IL 60156

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a private dwelling the property at 9017 Haligus Road, Lake in the Hills, IL. This Lease includes the home, the attached garage and the one and seven-tenths (1.7) acres of land upon which the home sits all of which are depicted in more detail in Exhibit A which is attached hereto and made a part of this Lease. No outbuildings or associated farm property are included in this Lease.

**LEASE COVENANTS AND AGREEMENTS**

1. **RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above in the box designated "MONTHLY RENT", monthly in advance, through at least August 30, 2020. The first full monthly payment is due on or before April 1, 2019. Subsequent payments are due on the first day of each succeeding month.

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

2. **TERM.** This Lease shall terminate on August 30, 2020, unless the Lessee provides fourteen (14) days written notice of termination or the Lessor provides sixty (60) days written notice of termination.

3. **SECURITY DEPOSIT.** Lessee must deposit with Lessor the Security Deposit stated above, on or before the date of lease, as security for the performance of all covenants and agreements of Lessee hereunder. Lessor may at any time or times apply all or any portion thereof in payment of any amounts due Lessor from Lessee, and upon Lessor's demand Lessee shall in such case during the term of the Lease promptly deposit with Lessor such additional amounts as may then be required to bring the Security Deposit up to the full amount stated above. Upon termination of this Lease and full performance of all Lessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to Lessee. This deposit shall not bear interest. Where all or a portion of the Security Deposit is applied by Lessor as compensation

for property damage, Lessor when and as required by law shall provide to Lessee an itemized statement of such damage and of the estimated or actual cost of repairing same. If Lessor utilizes his or her own labor to repair any damage caused by the Lessee, the Lessor may include the reasonable cost of his or her labor to repair such damage.

4. **CONDITION OF PREMISES.** No representations as to the condition or repair of the Premises, other than that it is fit for occupancy, have been made by the Lessor, or Lessor's agent, prior to or at the execution of this Lease.
5. **INSURANCE.** Lessor's insurance does not cover Lessee from loss of personal property or casualties such as fire, flood, water damage, and theft. The Lessee shall hold the Lessor harmless for any and all claims in the event an incident arises while the Lessee's personal items are on Village property. The Lessee shall be responsible for obtaining, at Lessee's own expense, a tenant's or renter's insurance policy for the Lessee's personal property, with limits no less than \$50,000. The Lessee's insurance policy shall include premises liability and property damage coverage, with limits no less than \$300,000. The Lessee shall maintain this coverage in full force and effect during the term of this Lease.

The Lessee agrees that any damage sustained to the property of the Lessor by fire caused by the neglect, careless, or willful act or omission of the Lessee, relatives, guests, customers or others invited or uninvited is the sole responsibility of the Lessee. The Lessor or its insurer may file a claim or lawsuit against the Lessee to recover the cost to repair or replace the damaged property, including any loss of rents or damages to the property of other tenants, arising from the act or omission of the Lessee, relatives, guests, customers or others invited or uninvited in causing the fire.

All insurance policies shall name the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor 30 days prior written notice thereof. The insurance shall be with companies licensed to do business in the State of Illinois subject to reasonable approval by the Village. The insurance shall be in a form reasonably acceptable to the Lessor and a copy of the policy and a certificate of insurance shall be delivered to the Lessor prior to the commencement hereof.

All coverage shall apply as primary insurance with respect to any other insurance or self insurance programs of the Village and shall include cross liability coverage, and shall include coverage for defense fees and costs of the Lessor.

6. **REPAIR AND MAINTENANCE.** The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the Premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the Premises shall be made or partitions erected, nor walls papered without the consent in writing of Lessor. The Lessee is liable for damages caused by the Lessee's acts or neglect and any acts and neglect of the Lessee's family, invitees or guests. The Lessee must make all repairs and replacements when it results from the Lessee's act or neglect. Lessee agrees to pay for any and all repairs that shall be necessary to put the Premises in the same condition as when he entered therein, reasonable wear and tear and loss by fire excepted, and the expense of such repairs shall be paid by Lessee. Lessee shall be responsible for the maintenance and upkeep of the grounds of the Premises.
7. **LIMITATION OF LIABILITY.** Except as provided by Illinois law and except for any damages caused by or resulting from the negligence of the Lessor, the Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water steam or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, washstand, water closet or waste pipe, in, above, upon or about the Premises, nor for damage occasioned by water, snow or ice, being upon or coming through the roof, skylight, trap door or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.
8. **USE; SUBLET; ASSIGNMENT.** Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will

not sublet the Premises, or any part thereof, nor assign this Lease, without in each case obtaining the Lessor's written consent and will not permit any transfer, by operation of law, of the interest in the Premises acquired through this Lease; and will not permit Premises to be used for unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood; will not permit the Premises to remain vacant or unoccupied for more than ten consecutive days; and will not permit any alteration of or upon any part of the Premises, nor allow any signs or placards posted or placed thereon, (except for those permitted by right on other residential properties in the Village), except by written consent of the Lessor; all alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided in said consent. Lessee shall have no right to hunt on the property.

9. **PETS.** The Lessee may keep pets on the Premises, but any costs of repairing any damage to the Premises resulting from such pets will be deducted from the Lessee's security deposit.
10. **SEPTIC.** The Lessee acknowledges that the Premises operate on a septic tank system and further acknowledges that only three types of items are safe to flush down any toilet at the Premises: 1) human waste; 2) toilet paper; and 3) septic system treatments (digester enzymes). Any damage sustained to the septic tank system caused by the neglect, careless, or willful act or omission of the Lessee, relatives, guests, customers or others invited or uninvited is the sole responsibility of the Lessee. Lessee agrees to promptly notify Lessor of any failure of the septic tank system.
11. **RIGHT TO RELET.** If Lessee shall abandon or vacate the Premises, the same shall be re-let by Lessor for such rent and upon such terms as Lessor may see fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized, after paying the expenses of such re-letting and collecting, to satisfy the rent due by Lessee to Lessor, Lessee agrees to satisfy and pay all such deficiency.
12. **HOLDING OVER.** If the Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then the Lessor may at Lessor's option within thirty days after the termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this Lease for one year, and from year to year thereafter, at double the rental specified under Section 1 for such period, or (b) creation of a month to month tenancy, upon the terms of this Lease except at double the monthly rental specified under Section 1, or (c) creation of a tenancy at sufferance, at a rental of Eighty Dollars (\$80.00) per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee.
13. **FLAMMABLES AND SAFETY.** Naphtha, benzene, benzole, benzene-varnish, gunpowder, fireworks, nitroglycerine, phosphorus, saltpeter, nitrate of soda, camphene, spirit-gas, or any flammable fluid or oil, shall not be allowed or used on the Premises without the written permission of the Lessor. Gasoline being stored for the purposes of property maintenance will be allowed. Lessee shall not conduct on the premises any activity deemed extra hazardous, or a nuisance, or requiring an increase in fire insurance premiums.
14. **TAXES AND UTILITIES.** Lessee shall pay (in addition to the rent above specified) all leasehold taxes, utilities or services including, but not limited to, water, electricity, garbage service and other public utilities levied or charged on or in respect of the Premises, for and during the term of this Lease. In case any such bills shall not be paid when due, Lessor shall have the right to pay the same, which amount so paid, together with any sums paid by Lessor to keep the Premises and their appurtenances in good condition as hereinbefore specified, shall be due and payable with the next installment of rent due thereafter under the Lease or they may be subtracted from Lessee's security deposit as described in this Agreement.
15. **SIGNS.** Lessor reserves the right to put up a "For Rent" sign sixty days prior to the expiration of this Lease and a "For Sale" sign at any time during the term of this Lease.
16. **RADON TEST.** Lessee may conduct a radon test of the Residence at Lessee's sole cost and expense. Lessee shall notify Owner in writing of the results of any such test. If the results of the radon test recommend that any remediation is necessary, Owner may elect, in his sole discretion, to either (i) perform

the remediation at Owner's expense, or (ii) terminate this Rental Agreement by so notifying Lessee in writing.

17. **LEAD PAINT.** Lessee acknowledges that in accordance with the requirements of Illinois law (**410 ILCS 45/9.1**), the Village has provided Lessee with a copy of the Illinois Environmental Protection Agency's brochure entitled "Protect Your Family from Lead in Your Home" which can also be found on-line at <http://www.epa.gov/lead/pubs/leadpdf.pdf>.
18. **COMPLIANCE.** Lessee will in every respect comply with all building, zoning and health codes and other applicable laws for the use of said premises including, but not limited to, the ordinances of the municipality, the rules and orders of the health officers thereof, the orders and requirements of the police department, the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and contents thereof, and the rules and orders of the fire department in respect to any matters coming within their jurisdiction.
19. **DEFAULT BY LESSEE.** If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at Lessor's election declare this Lease terminated in accordance with state law and reenter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.
20. **PERSONAL PROPERTY AND EQUIPMENT.** Lessee shall remove all equipment and personal property from the premises upon termination or expiration of this Lease. If Lessee fails to remove such equipment and property, Lessee shall forfeit all rights to the Security Deposit.
21. **RENT AFTER NOTICE OF SUIT.** After the service of notice, or the commencement of a suit, or after final judgment for possession of the Premises, the Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.
22. **FIRE AND CASUALTY.** In case of the Premises shall be rendered untenable by fire or other casualty, Lessor may at his option terminate this Lease, or repair the Premises within thirty days, and failing so to do, or upon the destruction of the Premises by fire, the term hereby created shall cease and the Lease shall be terminated without penalty to the Lessor.
23. **PAYMENT AND COST.** Except as provided by Illinois law, the Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this Lease.
24. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring and used shall be to mean "Lessors" or "Lessees" in case more than one person constitutes either party to this Lease, and all such persons shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and be exercised by his or their attorney or agent.
25. **SEVERABILITY.** If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion thereof, nor shall it affect the application of any clause, phrase, provision or portion thereof to other persons or circumstances.
26. **TIME OF ESSENCE.** Time is of the essence in this Lease.

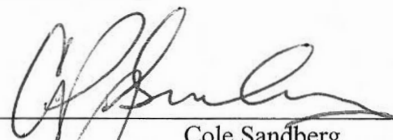
- 27. **INDEMNITY.** Except to the extent otherwise prohibited by law, Lessee will indemnify and hold Lessor free and harmless from any liability for injury to or death of any person, including Lessee or for damage to property arising from Lessee using and occupying the Premises or from the act or omission of any person or persons, including Lessee, in or about the premises with Lessee's express or implied consent, but excluding liability adjudged to be due to the sole negligence of Lessor.
- 28. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies under this Lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- 29. **CHOICE OF LAW.** This Agreement is to be construed under Illinois State Law. All obligations of the parties created under this Lease are performable in McHenry County, Illinois.
- 30. **AMENDMENT.** No amendment, modification or alteration of this Lease is binding unless in writing, dated subsequent to the date of this Lease, and duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the Date of Lease above.

LESSOR:  
VILLAGE OF LAKE IN THE HILLS

LESSEE:  
Cole Sandberg and Mary Sandberg

By: \_\_\_\_\_  
Village President Russ Ruzanski

By:   
\_\_\_\_\_  
Cole Sandberg

Attest: \_\_\_\_\_  
Village Clerk Crystal Ulen

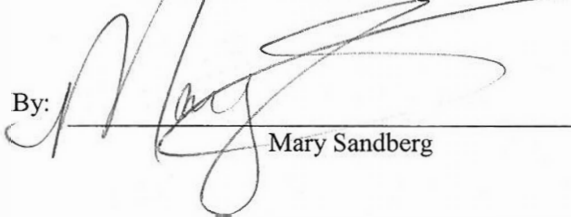
By:   
\_\_\_\_\_  
Mary Sandberg

EXHIBIT A  
SCHEMATIC OF PROPERTY



Google earth





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 26, 2019

**DEPARTMENT:** Public Works

**SUBJECT:** Increase the 2019 spending authority for the purchase of rock salt for Village street snow and ice control

## EXECUTIVE SUMMARY

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This winter's inordinate ice and snow conditions have depleted the Village's salt supply. The Public Works Department has already responded to 36 snow and ice control events this winter. On January 24, 2019, the Village Board approved a motion allowing the Village to purchase up to 2,000 tons of rock salt, from Cargill Inc., at a cost of \$137,100.00, through a State of Illinois Central Management Services contract. However, the current Central Management Services contract allows the Village to purchase up to 120 percent of the contract quantities, or 2,400 tons of rock salt.

To ensure there is an adequate supply available to maintain public safety, Public Works is requesting to purchase an additional 400 tons of rock salt at a cost of \$27,420.00. This is the maximum additional purchase the Village can make under the contract specifications.

## FINANCIAL IMPACT

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Village's 2019 General Fund Budget includes \$140,000.00 for the purchase of road salt. Purchasing an additional 400 tons of rock salt would increase the 2019 expenditure to \$164,520.00, or \$24,520.00 over budget.

## ATTACHMENTS

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1. Central Management Services Contract
2. Recommendation Memo
3. Resolution approving the spending authority increase

## RECOMMENDED MOTION

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Motion to approve the attached resolution to increase the 2019 spending authority for rock salt, with Cargill Inc., through the State of Illinois Central Management Services contract, from \$137,100.00 to \$164,520.00.





# ILLINOIS

## JOINT PURCHASING REQUISITION CY'18-'19 New Purchase Commitment

**PLEASE RETURN TO:**  
Illinois Department of  
Central Management Services  
801 Wm. G. Stratton Building  
401 S. Spring Street  
Springfield, IL 62706

Email Address for submission:  
CMS.BOSS.EC@illinois.gov

No Thank You,  
But keep on mailing list.

Opt-Out-> Our unit does not want to participate in the CY' 2018-2019 Contract Procurement.  
Notice-> Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #: L3000 - 3000  
Government Unit: Village of Lake in the Hills  
Mailing Address: 9010 Haligus Road  
City / State / Zip: Lake in the Hills IL 60156  
County: Mc Henry  
Contact Person: Guy Fehrman  
Telephone Number: 847-960-7500  
Fax Number: 847-960-7501  
Contact Email: lfehrman@LITH.org

Date: 1 / 2018

Delivery Point
( Provide Delivery Details To Contract ) ( Vendor At Time Of Order Placement )
<- Please provide Email Address

*NAW*

\*\*\*\*\* Participant, Complete Only One - Either "Table-A" or "Table-B" Below \*\*\*\*\*

Table A: Complete this table to have the State "SOLICIT BIDS" for your governmental entity		
ITEM DESCRIPTION	BID QUANTITY	UNIT MEASURE
AASHTO M143 Road Salt or Equivalent	( Total Tonnage )	( 22 - 25 Ton / Truck )
Rock Salt, Bulk	<u>2000</u>	<u>Cargill #164 #68.55</u> Tons
Please note your Purchase Commitment Percentage for Total Tonnage Quantity as stated above (choose one):		
OPTION 1	<input checked="" type="checkbox"/>	80.% minimum purchase requirement/120% maximum purchase requirement
OPTION 2	<input type="checkbox"/>	100% minimum purchase requirement/120% maximum purchase requirement

\*\*\*\*\* Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below \*\*\*\*\*

Table B: Complete this table to have the State "RENEW" Requirements for your governmental entity		
ITEM DESCRIPTION	QUANTITY	UNIT MEASURE
AASHTO M143 Road Salt or Equivalent	( Total Tonnage )	( 22 - 25 Ton / Truck )
Rock Salt, Bulk	<u>                    </u>	Tons
<b>Note:</b> Renewal is available ONLY under Contracts PSD 4018455, 4018456, and 4018457 for prior CY' 2017-2018. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10.% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below: Note Your Current CMS Contract: PSD 4018455 ( ) -or- PSD 4018456 ( ) -or- PSD 4018457 ( )		

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

[Signature]  
SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT  
Printed on Recycled Paper

Village President  
TITLE



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Tim McDevitt, Acting Director

October 15, 2018

Dear Joint Purchasing Participant:

Subject: 2018 - 2019 Rock Salt, Bulk Contract Information

In completing the 2018 – 2019 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in the previous seasons. We have made every effort to secure Road Salt at the best available price for participants in our contract solicitation and gladly report the State was able to obtain an offer for your location requirements through the State's procurement efforts.

We again recommend that participating agencies and governmental entities examine their application rates and roadway priorities in order to minimize next season's maintenance program cost while also ensuring the safety of the public.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including purchase commitment, can be used to submit your requirements to this year's contract vendor:

BidBuy PO# 18-416CMS-BOSS4-P-4129      Term: October 2018– October 2019  
Cargill Incorporated Salt Division      FEIN Number: 41-0177680  
24950 Country Club Blvd., # 450  
North Olmsted, OH 44070  
Phone (800) 600-7258      Contact: Government Services

Your unit is **Contract Line No: \_ 1 6 4 \_ / Price per ton F.O.B. destination, is \$ 6 8 . 5 5**  
Emergency pickup of salt from vendor's warehouse is not made available in this contract.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors was not provided for by this vendor in this season's procurement process.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. ***You are strongly encouraged to order and store as much salt as possible in order to help prevent potential salt shortages this winter.*** Also, you must place orders in full truckload ( typically 22-25 tons ) delivery quantities or multiples of such.

Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment ( as noted on your Requisition ) is met before the end of the winter season, June 30, 2019. The vendor is required to furnish not less than 120-percent ( if needed ) of the contract quantity by March 1, 2019. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2018 through April 1, 2019 shall not exceed seven working days, unless as modified in the Order Guidelines herein.

For orders placed between December 1, 2018 and April 1, 2019, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain as liquidated damages, not as a penalty, 5.% per working-day on the undelivered portion of the order, but not to exceed 50.%. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven-day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20.% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20.% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20.% guideline. For example, if an agency orders 25.% of their awarded total 100 ton, delivery of the first 20 ton ( 20.% ) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.

Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2018, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2019 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

Enhanced rock salt 2018 - 2019 season availability:

The Department of Central Management Services surveyed vendors for availability of an enhanced rock salt option in the invitation for bid, and received an offering from Cargill Salt Division. Locations interested in this enhanced salt option must call the vendor for product availability information and to facilitate potential ordering arrangements.

Their product is made available to any joint purchasing participant awarded in the Cargill Salt Division Contract as an up-charge per ton option and would be added to your order as a separate line item. Contact Stacy Bruzda: 800-600-7258 for salt availability details.

The enhanced salt product features additional pre-treatment of approved road salt with a product providing enhanced melting performance, with reduced corrosion and clumping.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, CPPB, Buyer  
Bureau of Strategic Sourcing

Lake in the Hills Public Works Department

MEMORANDUM

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**To: Dan Kaup, Public Works Director**  
**From: Guy Fehrman, Streets Superintendent**  
**Date: March 8, 2019**  
**Subject: Change Order for the Purchase of Additional Bulk Road Salt**

I request a change to the existing road salt purchase order to allow purchase of an additional 400 tons of road salt. The consistent winter snowfalls and ice storms have shortened our salt supply. Under the current state contract for purchasing bulk road salt, the Village has met its 100% requirement. The Village is allowed under the contract to purchase up to an additional 20% of the total contracted amount which was 2000 tons. The additional 400 tons will get us through the rest of the season and assist in ensuring an adequate supply next winter. The additional 400 tons of salt requires a change order in the amount of \$27,420.00.

VILLAGE OF LAKE IN THE HILLS

RESOLUTION NO. 2019-\_\_\_\_\_

**A Resolution approving an increase in the spending authority for bulk road salt with Cargill Incorporated, which will increase the purchase order from \$137,100.00 to \$164,520.00.**

WHEREAS, the Village of Lake in the Hills approved a purchase order for the purchase of bulk road salt from Cargill Incorporated on January 24, 2019; and

WHEREAS, Village staff purchases road salt for snow and ice control operations

WHEREAS, the Board of Trustees of the Village of Lake in the Hills has determined that the circumstances said to necessitate the foregoing additional purchase was not reasonably foreseeable at the time the purchase order with Cargill Incorporated was approved, the change is germane to the original contract as signed and the change order is in the best interest of the Village of Lake in the Hills as authorized by law;

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

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

SECTION 2: The change listed above set forth in this resolution for an increase from \$137,100.00 to \$164,520.00 is incorporated herein and made a part hereof, shall be hereby approved.

SECTION 3: This Resolution shall constitute the written determination required by Section 33E-9 of Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

Passed this 28<sup>th</sup> day of March, 2019 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzanne Artinghelli	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 28TH DAY OF MARCH 2019

\_\_\_\_\_  
Village President Russ Ruzanski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Cecilia Carman

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



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 26, 2019

**DEPARTMENT:** Public Works

**SUBJECT:** Request to increase the 2019 spending authority with Industrial Systems, LTD., from \$18,900.00 to \$23,310.00.

## EXECUTIVE SUMMARY

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The Public Works Department has already responded to 36 snow and ice control events this winter. This winter's snow and ice conditions have depleted the Village's supply of ThermaPoint R, which is a liquid de-icer product that is purchased sole source from Industrial Systems, LTD., of Lakemoor, IL. The current purchase order for ThermaPoint R liquid is for 18,000 gallons at \$1.05 per gallon, which totals \$18,900.00.

To ensure there is an adequate supply available to maintain public safety, Public Works has ordered an additional 4,200 gallons of ThermaPoint R at a cost of \$4,410.00, which requires Village Board authority to increase the existing purchase order from \$18,900.00 to \$23,310.00.

## FINANCIAL IMPACT

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The Village's 2019 General Fund Budget includes \$24,300.00 for the purchase of ThermaPoint R liquid. The total expense for 2019 is \$23,310.00, or \$990.00 under budget.

## ATTACHMENTS

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1. Change Order Memo

## RECOMMENDED MOTION

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Motion to increase the 2019 spending authority with Industrial Systems, LTD., from \$18,900.00 to \$23,310.00 for the purchase of ThermaPoint R liquid snow and ice control product.



# Lake in the Hills Public Works Department

## MEMORANDUM

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**To: Dan Kaup, Public Works Director**  
**From: Guy Fehrman, Streets Superintendent**  
**Date: March 20, 2019**  
**Subject: Change Order for the Purchase of ThermaPoint R Liquid De-Icer**

I request an increase to the existing ThermaPoint R liquid de-icer purchase order 2019-00000009 to purchase an additional 4,200 gallons of the product in 2019. The number of prolonged snow events along with ice storms this season has required that the Village chemically treat the roads with liquid de-icer more than usual. Industrial Systems LTD is sole source provider for this product. Public Works has been using ThermaPoint R liquid de-icer for the past several years for snow and ice control operations with tremendous success. ThermaPoint R is exclusively manufactured through Industrial Systems LTD. The additional 4,200 gallons of ThermaPoint R that was already purchased will require Village Board approval because it will increase the total 2019 commodity cost above the Village staff authority threshold of \$20,000.00 and require a change order to increase the existing purchase order amount from \$18,900.00 to \$23,310.00. The total cost of \$23,310.00 is still \$990.00 under the 2019 budgeted amount of \$24,300.00.



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 26, 2019

**DEPARTMENT:** Public Works

**SUBJECT:** Approve participation in the State of Illinois rock salt joint purchasing program for the 2019-2020 snow season.

## EXECUTIVE SUMMARY

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Rock salt can be purchased under the State's master contract, which is established by the State of Illinois Department of Central Management Services. As part of this cooperative purchasing plan, the purchase is exempt from the normal bidding process, as stated in Section 9.13 of the Municipal Code.

The Illinois Department of Central Management Services released their joint purchasing requisition for rock salt requirements for the winter of 2019-2020. Participating municipalities have until April 1, 2019 to fill out and submit the attached requisition form to the State. The requisition form requires each municipality to provide its desired quantities, and the State will solicit bids or renew an existing contract on behalf of each municipality. Once a municipality submits the attached requisition form to the State, the municipality is required to procure a certain amount of rock salt from the low bid vendor for the winter of 2019-2020 ("2019-2020 Contract"), depending on the participation category that it selects. As such, Village staff are requesting Village Board authority to participate in the State of Illinois rock salt joint purchasing program for the 2019-2020 snow season.

Village staff estimate it will require 2,400 tons of rock salt for the winter of 2019-2020. Calculations justifying this amount are attached for your review. The attached requisition offers the Village two procurement options for the winter of 2019-2020. Village staff will be selecting the option that allows for renewal of its 2018-2019 contract and listing 2,400 tons as its 100 percent quantity, which will allow the Village to purchase as little as 80 percent (1,920 tons) and as much as 120 percent (2,880 tons).

## FINANCIAL IMPACT

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Although the joint purchasing opportunity for the winter of 2019-2020 ("2019-2020 Contract") will allow participants to begin taking possession of rock salt at the end of 2019, Village staff do not anticipate taking possession of any rock salt that is procured under this contract until 2020. As such, Village staff anticipate returning to the Village Board at a later date to request spending authority for 2020.

## ATTACHMENTS

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1. Rock salt quantity justification for the 2019-2020 snow season

2. Joint purchasing program requisition

**RECOMMENDED MOTION**

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Motion to approve participation in the State of Illinois rock salt joint purchasing program for the 2019-2020 snow season.

## SALT QUANTITY REQUEST JUSTIFICATION FOR 2019-2020

### Minimum amount required for the season:

We have calculated an average use over the last five years to get an average salt use during a season. This number is used to establish the minimum amount we need to purchase for the season which is 2,400 tons.

### Required contract amount for the season:

Once the minimum number has been established, we add the required amount to fill the salt dome at the end of the season to ensure we have enough salt for the start of the following season. That number is then used to determine the contract amount which is 2,400 tons.

### Salt supply necessary for a near record season:

Under the contract we are able to purchase up to 100% of the contracted amount. The 2400 tons would ensure we have enough salt for a record season. The highest season peak use has been 2,680 tons. This peak usage was before we started using pre-wet liquid on trucks. Today the salt usage is less due to the pre-wetting systems.

Salt on Hand	450 tons	
PLUS remaining to purchase under contract	250 tons	
<hr/>		
Total salt available	<b>700 tons</b>	
MINUS estimated spring use (March)	150 tons	
	Spring 14-15	137 tons
	Spring 15-16	190 tons
	Spring 16-17	130 tons
	Spring 17-18	70 tons
	Spring 18-19	213 tons
<hr/>		
Estimated Total on hand at end of this season	<b>550 tons</b>	
Estimated peak use 2018-2019	2,100 tons (estimated use next year)	
	Peak 14-15	1860 tons
	Peak 15-16	1790 tons
	Peak 16-17	1340 tons
	Peak 17-18	2680 tons
	Est. Peak 18-19	2850 tons
<hr/>		
PLUS desired balance on hand after next year	850 tons	
	<b>2,950 tons</b>	
Minimum Future Contract Requirements for 2019-2020		<b>2,400 tons</b>
<b>Cost at current rate (\$68.55) per ton</b>		<b>\$164,520</b>



## MEMORANDUM

TO: Local Governmental Units Authorized to Participate in Joint Purchasing

FROM: Lance Traynor, Strategic Sourcing Manager,  
Bureau of Strategic Sourcing, Commodities & Equipment

DATE: March 01, 2019

SUBJECT: Deadline for Submission of Bulk Rock Salt ( Sodium Chloride )-( Road Salt )  
Requirements for the 2019 - 2020 Winter Season

### Action Required!

The State of Illinois, Bureau of Strategic Sourcing is planning to solicit bids for Rock Salt, Bulk for highway ice control ( Road Salt ) in May or June of 2019 for the 2019 - 2020 Winter Season.

Additionally, existing contract ( **BidBuy CMS Contract # 18-416CMS-BOSS4-P-4129** ) contains a renewal option at the sole option of the State. Therefore, if you are a participant within this contract, and if your community's intention is to renew, then this must be identified.

**If your unit of government desires to be included** in this year's contract re-procurement solicitation, or wishes to participate in the existing contract with a renewal option, **you are required to complete the copy of the attached Joint Purchasing Requisition Form** and return it to the Bureau Of Strategic Sourcing no later than **5:00 P.M. April 01, 2019**. Your choice is to "SOLICIT BIDS" or "RENEW" or "not be an active participant" in the State's procurement efforts for the 2019 - 2020 Season. **Note: Timeframe for submission is firm, and will not be extended.**

### The "RENEW" Renewal Process - Utilize Table B

If your governmental entity is a participant under the following CMS Contract - ( **BidBuy # 18-416CMS-BOSS4-P-4129** ) - and upon receipt of your stated **desire to RENEW** with your updated tonnage quantity requirements, the State will work to finalize renewal on behalf of your governmental entity. Should you choose to renew, all Terms and Conditions shall remain the same as in the present contract, and you will be able to re-state your desired quantities ( with cap on quantity increase not to exceed 20.% more than your past year's quantity ). **Complete Table B** ( only ) to indicate your intent to renew and state your desired quantity requirements.

**Note** that a **Renewal Option** is not available under current contracts ( **4018455 CMS-P 400, 4018456 CMS-P-401, and 4018457 CMS-P-401** ) and you should **complete Table A** (only) to indicate your intent to participant, and state your quantity requirements for re-establishment of competitively bid new contract(s) for the 2019 - 2020 Season.

## The "SOLICIT BIDS" ReBid Procurement Process - Utilize Table A

Should a renewal option not exist, or should you wish to participate in the State's bid process for the 2019 - 2020 Season, complete **Table A** (only) to indicate your intent to participate in the bid process, your minimum purchase requirement, and your desired bid quantities as 100.% of your contract commitment.

The State seeks to combine the needs of hundreds of governmental entities across Illinois into a single bid document in an effort to consolidate buying power, and to make it easier for vendors to respond to the individual needs of those hundreds of communities through a single bid response. Award is to the lowest responsible bidder meeting the terms and conditions of the bid solicitation. A single contract is completed for each vendor for all locations awarded through the competitive process. Thereafter, each governmental unit places its own orders with their vendor in compliance with the contract terms and conditions, and is responsible for direct payment to their contract vendor.

CMS does not set pricing, nor does CMS buy salt for resale. Vendors offer pricing under a competitive bid process, in accordance with the Illinois Procurement Code and Rules and the Illinois Joint Purchasing Act. CMS strives to utilize a consistent approach, to the greatest degree possible, in seeking to achieve a highly competitive bid process.

### Anticipated Terms – for the 2019 - 2020 Solicitation

This section applies to those units of government participating in the joint purchase of rock salt contract solicitation. Renewing entities will be governed under the existing contract(s). All participants will be required to abide by the respective contract terms and conditions. The major terms for the upcoming season are expected to be as follows:

1. Rock Salt, Bulk specification shall be in accordance with AASHTO Specification M143, Sodium Chloride ( Road Salt ) Type 1, Grade 1, or an acceptable approved alternate.
2. Quantities shown in the invitation for bid are estimates only. The total ton quantity submitted shall be considered sufficient to service the seasonal needs of the local governmental unit, and may be adjusted as stated herein.
3. The purchase percentage agreement is consistent with last season's bid. We are asking local government to identify their purchase percentage commitment ( choose one ) on the Requisition Form. ( **Table-A Option** )
  - 3.a. When submitting Rock Salt ( Road Salt ) estimated usage for next winter, local governmental unit shall agree to purchase at least 80.% of the amount; and the vendor shall agree to furnish not less than 120.% of the awarded tonnage amount. ( Please make selection on Requisition Form )

**OR**

  - 3.b. When submitting Rock Salt ( Road Salt ) estimated usage for next winter, local governmental unit shall agree to purchase at least 100.% of the amount; and the vendor shall agree to furnish not less than 120.% of the awarded tonnage amount. ( Please make selection on Requisition Form )
  - 3.c. Each governmental unit is responsible for ensuring that the guaranteed purchase requirement is met before the end of the season ( **June 30, 2020** ).
4. Each governmental unit shall be responsible for issuing their own purchase orders against the resulting contract.
  - 4.a. **Governmental units are strongly encouraged to order early and to store as much salt as possible in order to help prevent potential salt shortages.** Governmental units need to make every effort to place orders in full truckload quantity of ( 22 - 25 tons ). Requests for a quantity of less than a truckload will not be accepted.

4.b. Local governmental units reserve the right to purchase up to 50.% of the total award requirements prior to **November 30, 2019** and the vendor shall notify each delivery point in advance of when shipment is to begin.

4.c. Vendors shall accept orders at any time during the period from the date of contract issue through the last day of the contract, or as mutually agreed upon by the vendor and contract participant.

5. Deliveries shall be accepted only on regular work days ( Monday through Friday and excluding all State holidays ) during regular work hours ( 7:30 a.m. to 4:00 p.m.), except when special arrangements have been made in advance with an appropriate agency or governmental representative at the delivery site.

All truck loads shall be covered with an approved weatherproof material, and all deliveries shall be Pre-Paid F.O.B. Destination as stated in the order document.

Truckloads containing foreign material such as mud, rocks, etc., may be rejected at the delivery site, and a replacement shipment scheduled by the contract vendor.

The State and Local Governmental Units reserve the right to require that some trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.

Deliveries are to be made as soon as possible after receipt of an order, maximum time from receipt of an order placed by local governmental units after December 1.st shall not exceed seven working days, or as modified by Contract Order Guidelines.

Each governmental unit shall be responsible for the processing of vendor invoices in a timely manner to ensure prompt payment is made directly to the vendor.

6. CMS intends to continue to include a liquidated damages clause similar to the following:  
From **December 1, 2019** thru **April 1, 2020**; if the vendor is unable to make delivery within the required working days, governmental units shall have the right to assess and retain a specified amount per ton per calendar day as liquidated damages on the undelivered portion of the order. If after seven days of liquidated damages, the vendor has still failed to deliver as required, governmental units shall reserve the right to take action to remedy the failure of vendor performance in accordance with the contract.
7. For contract performance protection, the State will secure a performance bond from the contracted vendor, valued at 20.% of the total of the contract award dollar value.
8. In December 2019 the contract vendor(s) shall be required to have stockpile(s) in place located in or near Illinois covering 100.% of the total tonnage awarded for the northern regions of the State, and in January of 2020 the stockpile(s) located in or near Illinois covering 100.% of the tonnage awarded for all other regions of the State.
9. The contract price shall remain firm for the entire contract period up to the maximum 120.% guaranteed limit. Local governmental unit requirements over the maximum 120.% purchase threshold will be supplied by the vendor upon mutual agreement of the parties.  
In the case of an emergency, efforts shall be made to have the vendor ship enough salt to aid affected local governmental units through the emergency situation.

## 2016 - 2019 Season Retrospective

A competitive bid process, essentially unchanged from previous years, was used in the solicitation to meet statewide requirements for over 850 individual participants. This past season salt re-procurement did not incur the challenges experienced in the 2014-2015 season and all requirements were fulfilled at bid prices much lower than the weighted average in previous seasons.

### This is an Opt-in Process

**Participation** in the State's procurement process for Rock Salt ( Road Salt ) **is voluntary**, an opt-in process. CMS has no method to ensure vendor participation, nor control pricing that vendor's offer in the competitive bid process.

Local Communities are not inhibited nor restricted from seeking bids independently should they choose to do so. However, **by indicating** through this requisition process **your desire to either "RENEW" or to "SOLICIT BIDS"** in the upcoming bid process, **you are committing your entity's participation**. The State will act in accordance with your submitted requisition.

We ask that you give immediate attention to this matter and allow reasonable mailing time or fax response submittal to ensure that we receive your salt request prior to the deadline. Be sure to include current contact information as requested, including a contact Email Address, for future correspondence. Return your Joint Purchasing Requisition via **Email** as stated below no later than **5:00 p.m. on April 01, 2019**. ( **Deadline is firm**, and will not be extended. )

We thank you for your consideration and welcome your participation in the upcoming bid. Any questions you have in completing the form or concerning the rock salt bid/contract can be directed to the following:

Wayne Ilisley, CPPB, Buyer  
Department of Central Management Services  
Bureau of Strategic Sourcing – Commodities & Equipment  
1000 E. Converse Street, Springfield, IL 62702  
Phone: (217) 782-8091 Fax: (217) 782-5187  
**Email Address for submission:**  
**CMS.BOSS.EC@illinois.gov**












Joint Purchasing Participant.

BidBuy is the new procurement system implemented by the State Of Illinois, in which this Master Blanket Purchase Order ( Master Contract ) was re-established.

As a municipality, you do not need to register in BidBuy. To access master contracts you only need to follow the steps outlined in the following document.

**Locating State Wide Master Contracts (without registration in BidBuy)**

( To begin you just click on the 'Contract & Bid Search' as shown below.)

Screen	Task
To BidBuy Homepage	 <a href="https://www.bidbuy.illinois.gov/bs/">https://www.bidbuy.illinois.gov/bs/</a>
BidBuy Homepage	 Click <b>Contract &amp; Bid Search</b> at bottom of screen
Advanced Search	 Select radio dial next to <b>Contracts/Blankets</b>
Advanced Search	 Enter <b>Search Criteria</b> or enter nothing to receive all contracts  Click <b>Find It</b>
Advanced Search	 Click on <b>Contract/Blanket# (underlined)</b> to show contract information
Master Blanket Purchase Order Under Header Information	Verify Field " <b>Master Contract?</b> " = <b>Yes</b>  Click on <b>Copy of contract (underlined)</b> next to <b>Agency Attachment</b> field to download contract document
To Exit	In BidBuy  Click <b>Exit</b> at bottom of screen
Advanced Search	 Click <b>Exit</b> at bottom of screen to return to BidBuy homepage





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 26, 2019  
**DEPARTMENT:** Community Services  
**SUBJECT:** Approval of the Official Zoning Map

## EXECUTIVE SUMMARY

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State statute requires municipalities to approve and publish their Official Zoning Map by the end of March of each year. Changes to the map include:

### Zoning Changes

- Ebbington Assisted Living                      B-2 to R-4

### Conditional Uses for Planned Developments

- U-Haul
- Ebbington Assisted Living

### Conditional Use Approval

### Use

- |                                |   |
|--------------------------------|---|
| • JD Auto Specialists          | Automotive Service                                      |
| • SMJ Autoworks                | Automotive Service                                      |
| • Fox Valley Motor Works       | Outdoor Sales/Open Sales Lot Accessory to Principle Use |
| • Lemon Grove Trucks           | Outdoor Sales/Open Sales Lot Accessory to Principle Use |
| • Konrad's Bakery              | Outdoor Use Accessory to Principle Use                  |
| • New Life Baptist Church      | Religious Use   |
| • Parkland Preparatory Academy | School for Mentally and Physically Challenged Students  |

## FINANCIAL IMPACT

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None

## ATTACHMENTS

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1. Proposed Ordinance
2. Zoning Map

## RECOMMENDED MOTION

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Motion to approve the ordinance adopting the official zoning map.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-\_\_\_\_\_

An Ordinance Approving the 2019 Zoning Map for the Village of Lake in the Hills

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

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

SECTION 1: That the 2019 Zoning Map for the Village of Lake in the Hills was revised in March 2019 by HR Green attached hereto and made a part hereof, is hereby approved.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 28th day of March, 2019 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzanne Artinghelli	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 28th DAY OF MARCH, 2019

\_\_\_\_\_  
Village President, Russ Ruzanski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Cecilia Carman

Published:



*The Village of Lake in the Hills*

# *Proclamation*

**WHEREAS**, the Chicagoland Associated General Contractors (CAGC) has been the premier commercial construction industry organization in Chicago since 1906; and

**WHEREAS**, with the merger of the Fox Valley AGC, the CAGC is now the leading voice for the construction industry in Chicago and surrounding communities; and

**WHEREAS**, construction in the Chicago area is at an all-time high meaning more workers are on job sites increasing the possibility of more accidents and injuries; and

**WHEREAS**, the CAGC is committed to promoting job site safety for the thousands of our citizens who work on construction sites daily, through numerous programs, training videos, safety forums and an Alliance with OSHA; and

**WHEREAS**, the CAGC, through its Safety and Health Committee planned and led the Chicago construction Industry's first ever "Safety Stand Down" in 2013; and

**WHEREAS**, the CAGC will continue its efforts through the 2019 "Stand For Safety" program expected to reach more than 8,000 construction workers on hundreds of job sites the week of May 6 to May 10, 2019; and

**WHEREAS**, in addition to the May "Stand For Safety" week, the association's "Spring Summit and Safety Awards program," which will be held May 16, 2019, the "Safety For the Non-Safety Personnel" educational program, and the introduction of the new Job Site Safety Poster program in May; and

**WHEREAS**, the association is promoting construction site safety in every community on jobs of all sizes with the critical goal that every construction worker return home each night to their families;

**NOW, THEREFORE**, I, Russ Ruzanski, Village President of the Village of Lake in the Hills, McHenry County, do hereby extend our sincere gratitude for the Chicagoland AGC for protecting our citizens in the workplace, and proclaim the month of May as "Construction Safety Month" in the Village of Lake in the Hills.

GIVEN under my hand and Seal of the Village of Lake in the Hills this 28th day of March, 2019.

(SEAL)

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Village President, Russ Ruzanski

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Village Clerk, Cecilia Carman

