



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

APRIL 9, 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. Request for Waiver of Sign Regulations and Enforcement for The Human Race
 2. Request for Waiver of Sign Regulations and Enforcement for Compassionate Dental Care/Rejuvenation Ribbon Cutting Ceremony
 3. Request from Boy Scout Troop 369 to park Canoe Trailer in the parking lot at Nockels Parks/ LaBahn Hain House
 4. Request for Annual Video Gaming License Renewals
 5. Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, Sections 33.08A, 33.08B, 33.18, 33.22 and Appendix A – Melody Living
 - B. Police Department
 1. Purchase Order 2019 Dispatch Services
 - C. Public Works
 1. Lease Agreement with E-vergent for Telecommunications
 2. Contract with Superior Road Striping for Thermoplastic Road Striping Services
 3. Contract with Patriot Maintenance Inc. for the 2019 Bike Path Resurfacing project
 4. Contract with Concentric Integration, LLC for the Well 12 Design/Build project
 5. Ordinance Proposing the Establishment of a Special Service Area in Unincorporated Lake in the Hills
 - D. Community Services
 1. Contract with Clarke Environmental for Mosquito Abatement Services
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
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

MEETING DATE: April 9, 2019

DEPARTMENT: Administration

SUBJECT: Request for Waiver of Sign Regulations and Enforcement for The Human Race

EXECUTIVE SUMMARY

Attached please find a letter from Rebecca Stiemke, Executive Director for Volunteer Center McHenry County, requesting enforcement activities be suspended to allow the erection of temporary signage in the right-of-way at the intersections listed below, within the Village boundaries, from April 14, 2019 until April 29, 2019 to advertise the 5K Walk/Run on April 28, 2019.

Intersections:

Ackman & Haligus
Pyott & Rakow

Lakewood & Miller
Algonquin & Pyott

A representative for The Human Race 5K Walk/Run will be in attendance at the April 9, 2019 Committee of the Whole meeting.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Letter

RECOMMENDED MOTION

Motion to suspend enforcement activities from April 14, 2019 until April 29, 2019 to allow the installation of temporary signage at the intersections referenced above for the 9th Annual The Human Race 5K Walk/Run on April 28, 2019.



Building Capacity of Nonprofit Organizations

620 Dakota St, Crystal Lake IL 60012

March 2019

To Whom it May Concern,

The McHenry County Human Race is coming up on its 9th year Sunday, April 28. at 8am. This 5K walk/run supports over 65 local charities that serve McHenry County. It takes place at McHenry County College. For detailed list of charities visit www.mchumanrace.org and click "To Donate".

Volunteer Center McHenry County, host of the event, is requesting a sign permit allowing us to place small lawn signs to promote the county wide event in your area.

The Human Race is a unique race that allows racers to designate which local charity wins the proceeds of their race fee. In the first 8 years the raised just over \$580,000.

This year we expect over 1,200 will attend the event. Many will come in hero costumes along with their family and friends. It is a fun way to support community! The race also includes a nonprofit expo to learn more about what agencies do in the community.

Volunteer Center McHenry County helps to build capacity of local nonprofit organizations. We provide volunteer matching between organizations in need with individuals and groups that are able to help. We help organizations look to the future through professional development workshops, and organize the Human Race.

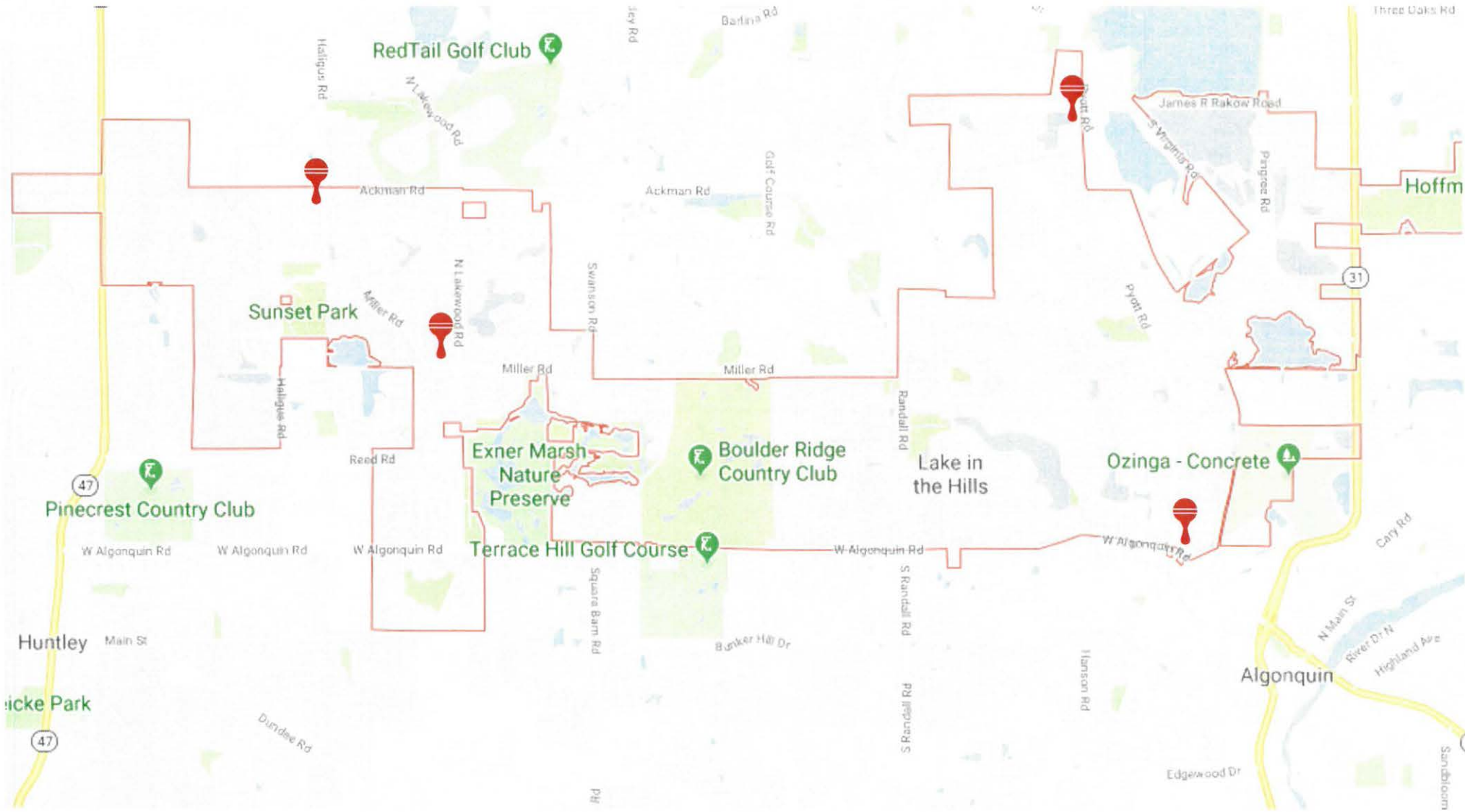
For information visit www.volunteercentermchenrycounty.org or you can reach me at 815-344-4483.

Sincerely,

A handwritten signature in cursive script that reads "Rebecca Stiemke".

Rebecca Stiemke
Executive Director
Volunteer Center McHenry County

Proposed McHenry County Human Race Promotional Sign Placement - April 28, 2019 - Lake in the Hills



Signs indicated by  (4 Total)

Sign Dimensions: 12"H x 18"W

Background Color: Yellow

Yard Sign With Wire Stakes

THE

HUMAN



RACE

5K Walk/Run

\$2400 Cash Prizes!

Supporting McHenry County Charities

April 28

www.mchumanrace.org



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2019
DEPARTMENT: Administration
SUBJECT: **Compassionate Dental Care/Rejuvenation requesting waiver of Sign Regulations & Enforcement**

EXECUTIVE SUMMARY

Compassionate Dental Care/Rejuvenation is requesting enforcement activities be suspended to allow the erection of temporary signage in the right-of-way at the intersections listed below, within the Village boundaries, from April 11, 2019 until April 19, 2019 to advertise for their Ribbon Cutting Ceremony on April 18, 2019.

Intersections:

NW corner of Virginia & Route 31	SW corner of Pingree & Rakow
SE corner of Virginia & Rakow	NW & SW corners of Pyott & Rakow
NE & NW corners of Pyott & Algonquin	NW corner of Hilltop & Algonquin
SW corner of Polaris & Randall	SW corner of Miller & Randall
NW corner of Swanson & Miller	Northside of Square Barn & Algonquin
NW corner of Harvest Gate & Algonquin	SW & NE corner of Lakewood & Miller
NW corner of Lakewood & Algonquin	W corner of Frank and Boulder Rd.
SE corner of Frank & Miller	SW corner of Ackman and Lakewood
SW corner of Ackman and Haligus	NE corner of exit in front of Compassionate Dental
SW corner of frontage road between Compassionate Dentalcare and AMC	

A representative from Compassionate Dental Care/Rejuvenation will be in attendance at the April 9, 2019 Committee of the Whole meeting.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Compassionate Dental Care/Rejuvenation Letter

RECOMMENDED MOTION

Motion to suspend enforcement activities from April 11, 2019 until April 19, 2019 to allow the installation of temporary signage at the intersections referenced above, within the Village boundaries, for Compassionate Dental Care/Rejuvenation Ribbon Cutting Ceremony on April 18, 2019.



261 N. Randall Rd. Suite 105 Lake in the Hills, IL 60156

To the village board of Lake in the Hills:

With respect, I am writing to request permission and approval for a sign waiver for Compassionate Rejuvenation's ribbon cutting event on Thursday, April 18th 2019 from 5pm to 7pm. The location of the event is 261 N. Randall Rd. in Lake in the Hills.

The sign waiver request, in relation to the section 16 zoning ordinance of the sign regulation enforcement, will not exceed 32 square feet in size. Pending approval, the banners would be up for only 8 days, from Thursday April 11th (set up) to Friday April 19th (tear down), for the following locations:

Lake in the Hills East of Randall Road

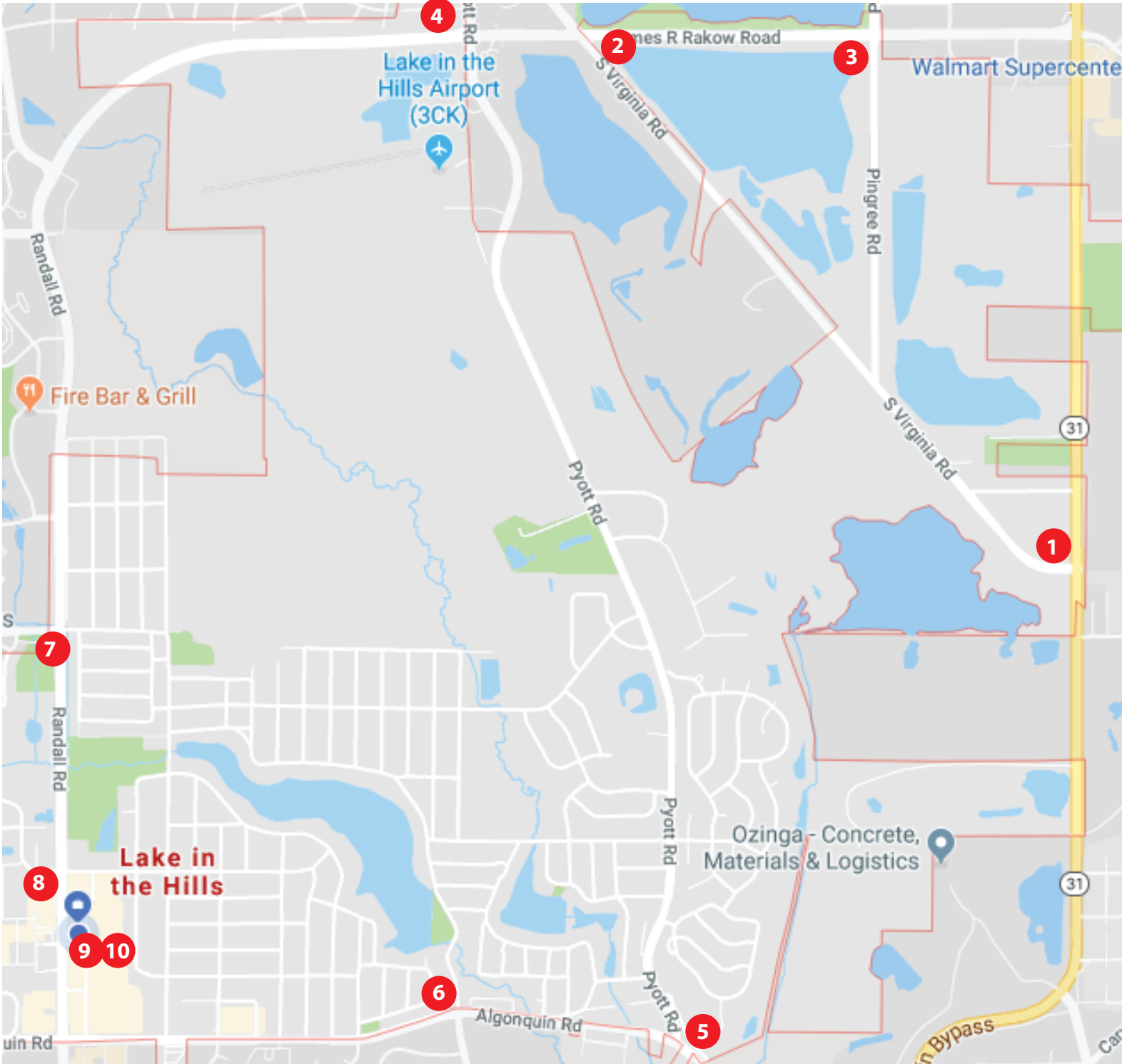
01. NW corner of Virginia and Route 31
02. SE corner of Virginia and Rakow
03. SW corner of Pingree and Rakow
04. NW and SW corners of Pyott and Rakow
05. NE and NW corners of Pyott and Algonquin
06. NW corner of Hilltop and Algonquin
07. SW corner of Miller and Randall
08. SW corner of Polaris and Randall
09. NE corner of exit in front of Compassionate Dental Care
10. SW corner of frontage road between Compassionate Dentalcare and AMC

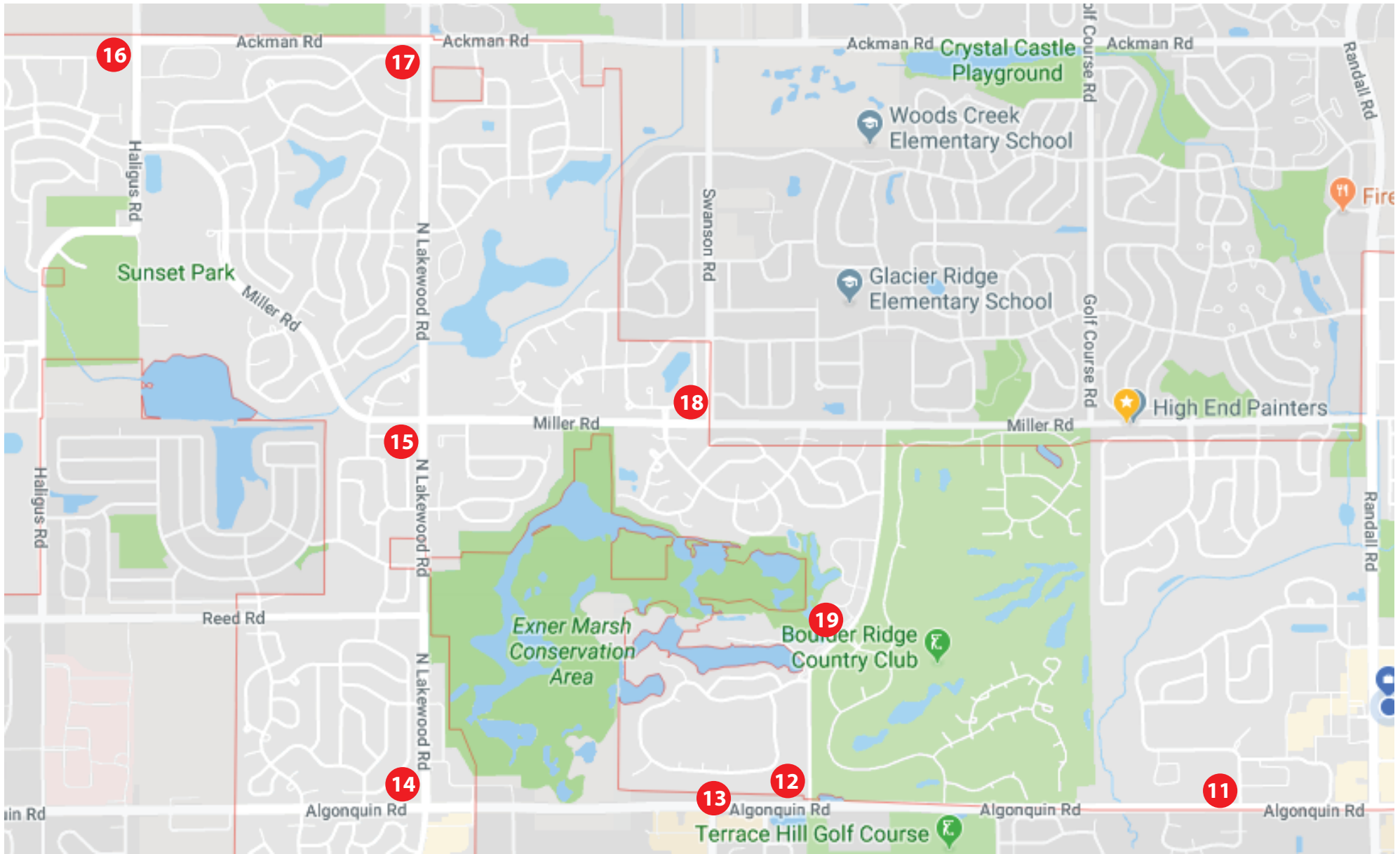
Lake in the Hills West of Randall Road

11. NW corner of Harvest Gate and Algonquin
12. SE corner of Frank and Miller
13. North side of Square Barn and Algonquin
14. NW corner of Lakewood and Algonquin
15. SW and NE corner of Lakewood and Miller
16. SW corner of Ackman and Haligus
17. SW corner of Ackman and Lakewood
18. NW corner of Sawnsen and Miller
19. W corner of Frank and Boulder Rd.

Thank you for your time and consideration,

Jim Wojdyla
Director of Business Development
847-254-1888 jim@compassionaterejuvenation.com





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Sunset Park

Exner Marsh Conservation Area

Boulder Ridge Country Club

Terrace Hill Golf Course

Crystal Castle Playground

Woods Creek Elementary School

Glacier Ridge Elementary School

High End Painters

Fire



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2019

DEPARTMENT: Administration

SUBJECT: Boy Scout Troop 369 requesting to park their Canoe Trailer in the parking lot at Nockels Park/ LaBahn Hain House

EXECUTIVE SUMMARY

Boy Scout Troop 369 is requesting permission to park their Slick-Rydr Canoe Trailer, which holds 10 canoes and several kayaks, in the parking lot at Nockels Park/ LaBahn Hain House from May 2019 through September 2019. This is the sixth consecutive year that the Village has received this request.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Boy Scout Troop 369 Letter

RECOMMENDED MOTION

Motion to allow Boy Scout Troop 369 to park their Slick-Rydr canoe trailer in the parking lot at Nockels Park/ LaBahn Hain House from May 2019 through September 2019.

April 2, 2019

Dear Sirs:

It is that time of year again!!!

We would like to ask the Village for permission to again park our boat trailer in the Hain House parking lot for the season from May through September.

Our Boy Scout Troop meets at the waterfront during that time period on Tuesday evenings and we teach the boys to canoe and kayak on the lake. This would allow us to not have to move the trailer every week for our meeting. We would park in the approved space that was set up previously (the space on the far end closest to the house dumpster).

I would like to thank you in advance for your consideration and any assistance you may be able to provide us. I may be able to be reached during the day on my cell phone, 847-902-6722 or you may contact Marian Walters at 847-477-8270.

Sincerely,

A handwritten signature in cursive script that reads "Thomas Gliot". The signature is written in black ink and is positioned below the word "Sincerely,".

Thomas Gliot

847-902-6722

Scoutmaster, Troop 369



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2019

DEPARTMENT: Administration

SUBJECT: Annual Video Gaming License Renewal Requests

EXECUTIVE SUMMARY

Attached please find thirteen annual Video Gaming Terminal Operator applications from the following businesses: The Grove Mart, American Legion Post #1231, Illinois Café & Service Company, LLC d/b/a Dotty's, Stella's Place, 251 Pub Inc. d/b/a Woods Creek Tavern, Lake in the Hills Property Owners Association, Butcher on the Block, JJ Polish Restaurant, D.M. Burgers, 220 Randall Rd Inc. d/b/a Moretti's, Dino's Pizza, Tacos El Norte and Bistro Wasabi, All provisions of Chapter 33, Section 33.31 have been met.

There are no changes in the number of machines each business is requesting.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Video Gaming Applications

RECOMMENDED MOTION

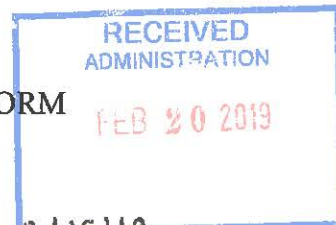
Motion to approve the Video Gaming License annual renewal requests from The Grove Mart, American Legion Post #1231, Illinois Café & Service Company, LLC d/b/a Dotty's, Stella's Place, 251 Pub Inc. d/b/a Woods Creek Tavern, Lake in the Hills Property Owners Association, Butcher on the Block, JJ Polish Restaurant, D.M. Burgers, 220 Randall Rd Inc. d/b/a Moretti's, Dino's Pizza, Tacos El Norte and Bistro Wasabi and issue the number of licenses requested on each individual application.



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

6012830



Applicant Information

THE GROVE MARKET
Business Name: LAKE IN THE HILLS SHED
Business Owner: JEFF GLOBOVSKY
Business Address: 4231 W ALBONAVIN RD Lake in the Hills IL 60156
Business Phone Number: 847 669 5566
Business Square Footage (total interior space): 3000

Terminal Operators Information

ACLI ENTERTAINMENT
Business Name:
Business Owner: NICK LENNOX
Business Address: PO Box 1218 BOLLINGBROOK IL 60440
Business Phone Number: 630 972 2235

Table with 2 columns: MACHINE SERIAL NUMBER and LICENSE NUMBER ISSUED (For Village Use Only). Contains handwritten serial numbers: 5070900, 3300008777, 2183543, W2237232, 13150222387.

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Business Owner Signature (Handwritten signature)

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes [checked] No [] Received copy of Agreement with Terminal Operator: Yes [checked] No []

Total Paid \$ 2,500 Cash/Check# 4099 Date: 2/20/19

Board Approved Denied Date:

Village President

Attest: Village Clerk



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

L012842

Applicant Information

Business Name: American Legion Post 1231 Date: 2-18-19
Business Owner: CORPORATION
Business Address: 1101 W Algonquin RD LITH, IL 60156
Business Phone Number: 847-658-2010
Business Square Footage (total interior space): 4200

Terminal Operators Information

Business Name: Awesome Hand Scrvice's Inc
Business Owner: Joel C McSwain
Business Address: 1151 ROLLWING Rd ROLLING MEADOWS, IL 60008
Business Phone Number: 847-253-2070

Table with 2 columns: MACHINE SERIAL NUMBER, LICENSE NUMBER ISSUED (For Village Use Only). Contains handwritten serial numbers: 2114709, B130482042, 5043108, 2236064.

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Handwritten signature: Norman Stewart ADJUTANT
Business Owner Signature

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes [checked] No []
Received copy of Agreement with Terminal Operator: Yes [checked] No []

Total Paid \$ 1200 Cash/Check# 1076 Date: 2/22/19

Board Approved Denied Date:

Village President Attest: Village Clerk



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

LO12848

Applicant Information

Business Name: Illinois Cafe & Service Company, LLC Date: 2/19/19

Business Owner: Daniel Fischer

Business Address: 144 N. Randall Rd.

Business Phone Number: 224-241-8051

Business Square Footage (total interior space): 1500 ±

Terminal Operators Information

Business Name: Midwest SRO

Business Owner: Ally Estey

Business Address: PO Box 66503 Chicago, IL 60666

Business Phone Number: 312-725-2210

MACHINE SERIAL NUMBER	LICENSE NUMBER ISSUED (For Village Use Only)
2197281	
2189587	
W2288860	
3400001512	
3400003048	

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 83, Section 33.31 of the Lake in the Hills Municipal Code.

[Signature] Business Owner Signature

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes [checked] No []

Received copy of Agreement with Terminal Operator: Yes [checked] No []

Total Paid \$ 2,500.00 Cash/Check# 5144 Date: 2/27/19

Board Approved _____ Denied _____ Date: _____

Village President _____ Attest: Village Clerk _____



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

L012867

Applicant Information

Business Name: Stella's - Lake in the Hills, LLC D/B/A Stella's Place Date: 2/14/2019

Business Owner: Illinois Cafe & Service Company, LLC

Business Address: 319 N Randall Road Lake in the Hills, IL

Business Phone Number: 847-423-8190

Business Square Footage (total interior space): 1,600 sf

Terminal Operators Information

Business Name: Gold Rush Amusements, Inc

Business Owner: Rick Heidner

Business Address: 5277 Trillium Blvd Hoffman Estates, IL 60192

Business Phone Number: 708-878-9400

Table with 2 columns: MACHINE SERIAL NUMBER and LICENSE NUMBER ISSUED (For Village Use Only). Rows include WMS Blade, Novomatic FV834, IGT G23, Spielo ProdiGi, and WMS BlueBird.

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Business Owner Signature (with handwritten signature)

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes [checked] No []

Received copy of Agreement with Terminal Operator: Yes [checked] No []

Total Paid \$ 2,500.00 Cash/Check# 008019 Date: 3/6/19

Board Approved Denied Date:

Village President

Attest: Village Clerk



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

6012880

Applicant Information

Business Name: 251 Pub Inc Date: 3/11/19
Business Owner: David Abraham
Business Address: 251 N. Randall Rd. LITH, IL 60156
Business Phone Number: 224-256-2063
Business Square Footage (total interior space): 5000

Terminal Operators Information

Business Name: Tap Room Gaming
Business Owner: Michael Bond
Business Address: 19115 W. Casey Rd Libertyville, IL 60048
Business Phone Number: 855-438-7568

Table with 2 columns: MACHINE SERIAL NUMBER and LICENSE NUMBER ISSUED (For Village Use Only). Contains handwritten serial numbers: 2168594, B150632742, 3300016097, 3300016047, 5089738.

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Business Owner Signature (with handwritten signature)

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes [checked] No [] Received copy of Agreement with Terminal Operator: Yes [checked] No []

Total Paid \$ 2,500 Cash/Check# 2564 Date: 3/11/19

Board Approved Denied Date:

Village President

Attest: Village Clerk



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

L012881

Applicant Information

Business Name: Lake in the hills Property Owners Date: 3-7-2019

Business Owner:

Business Address: 1212 Crystal Lake Road

Business Phone Number: 847-7658-9585

Business Square Footage (total interior space):

Terminal Operators Information

Business Name: A E H Amusement

Business Owner: Chris Hesch

Business Address: 1151. Rolling Meadows IL 60008

Business Phone Number: 847-253-2070

MACHINE SERIAL NUMBER

LICENSE NUMBER ISSUED (For Village Use Only)

Table with 2 columns: MACHINE SERIAL NUMBER and LICENSE NUMBER ISSUED. Contains handwritten entries: 2149846, 2170095, B130173736, 5053727.

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Business Owner Signature (Handwritten signature)

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes [checked] No []

Received copy of Agreement with Terminal Operator: Yes [checked] No []

Total Paid \$ 1,200 Cash/Check# 1797 Date: 3/12/19

Board Approved Denied Date:

Village President

Attest: Village Clerk



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

L012884

Applicant Information

Business Name: Butcher on the Block Meat & Deli, Inc. Date: 3/18/19
Business Owner: Thomas Yucuis
Business Address: 4660 W. Algonquin Road
Business Phone Number: 847-669-6679
Business Square Footage (total interior space): 4288

Terminal Operators Information

Business Name: Tap Room Gaming
Business Owner: Michael Bond
Business Address: 19115 W. Casey Road, Libertyville, IL 60048
Business Phone Number: 224-931-8280

Table with 2 columns: MACHINE SERIAL NUMBER and LICENSE NUMBER ISSUED (For Village Use Only). Rows contain serial numbers: 2176709, 3300010672, 5048932, B131092821.

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Signature of Thomas M. Yucuis, Business Owner

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes [checked] No [] Received copy of Agreement with Terminal Operator: Yes [checked] No []

Total Paid \$ 2000.00 Cash/Check# 20418 Date: 3/11/19

Board Approved Denied Date:

Village President

Attest: Village Clerk



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

LO12902

Applicant Information

Business Name: JJ POLISH RESTAURANT Date: 03-15-19
Business Owner: JOLANTA BUCH
Business Address: 2104 W. ALGONQUIN RD., LITH IL 60156
Business Phone Number: 847 854 4051
Business Square Footage (total interior space): 3100

Terminal Operators Information

Business Name: Awesome Hand Services, LLC.
Business Owner: Chris McSwain
Business Address: 1151 Rohlfing Rd. Rolling Meadows, IL 60008
Business Phone Number: 847-204-7612

MACHINE SERIAL NUMBER

LICENSE NUMBER ISSUED (For Village Use Only)

- #1 IGT-2388499
#2 Wms-5116091
#3 Bally-8170917110
#4 Spi-2253147
#5 Bally-8170916805

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Signature of Jolanta Buch
Business Owner Signature

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes [checked] No []

Received copy of Agreement with Terminal Operator: Yes [checked] No []

Total Paid \$ 2,500.00 Cash/Check# 11314 Date: 3/15/19

Board Approved Denied Date:

Village President

Attest: Village Clerk



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

L012903

Applicant Information

Business Name: D.M. PRIME BURGERS Date: 3-12-19
Business Owner: DEMETRA ARCHOS
Business Address: 9441 ACKMAN RD. LAKE IN THE HILLS, IL.
Business Phone Number: 815 893-6107
Business Square Footage (total interior space): 1320

Terminal Operators Information

Business Name: TAP ROOM GAMING LLC
Business Owner: MICHAEL BOND
Business Address: 19115 W. CASEY RD. LIBERTYVILLE IL 60048
Business Phone Number: 855-438-7568

Table with 2 columns: MACHINE SERIAL NUMBER, LICENSE NUMBER ISSUED (For Village Use Only). Rows include BALLY, WMS, SPIELO, BALLY, and IGT.

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Signature of Demetra Archos
Business Owner Signature

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes [X] No []
Received copy of Agreement with Terminal Operator: Yes [X] No []

Total Paid \$ 2,500.00 Cash/Check# 2858 Date: 3/15/19

Board Approved Denied Date:

Village President Attest: Village Clerk



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

LO12911

Applicant Information

Business Name: 220 RANDALL RD INC Date: 3-14-19
 Business Owner: FRED HOFFMANN
 Business Address: 220 RANDALL RD L.I.T.H. IL 60156
 Business Phone Number: 847-854-7220
 Business Square Footage (total interior space): _____

Terminal Operators Information

Business Name: GOLD RUSH AMUSEMENTS INC
 Business Owner: ALISA HEIDNER
 Business Address: 5277 TRILLIUM BLVD HOFFMAN ESTATES
 Business Phone Number: 630 307-0500

MACHINE SERIAL NUMBER	LICENSE NUMBER ISSUED (For Village Use Only)
<u>2196162</u>	
<u>3300000610</u>	
<u>0120556584</u>	
<u>5010686</u>	
<u>5097520</u>	

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Fred Hoffmann
 Business Owner Signature

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes No Received copy of Agreement with Terminal Operator: Yes No

Total Paid \$ 2,500.00 Cash/Check# 22954 Date: 3/20/19

Board Approved _____ Denied _____ Date: _____

 Village President Attest: Village Clerk



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

LO12913

Applicant Information

Business Name: Dinos Pizza Date: 3/14/19
Business Owner: Dino Mondelli
Business Address: 6 AMILLER RD LITH 60156
Business Phone Number: 847-658-3300
Business Square Footage (total interior space): 2000 sq ft

Terminal Operators Information

Business Name: Gold Rush Amusements INC.
Business Owner: Rick Heidner
Business Address: 5277 Trillium Blvd Hoffman Estates IL 60192
Business Phone Number: 847-641-1002 - George Lange

MACHINE SERIAL NUMBER

5 Pie10: 2441150
WMS: 5108219
IGT: 2451069
Bally V32: B130482179

LICENSE NUMBER ISSUED (For Village Use Only)

Table with 5 empty rows for license numbers.

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Business Owner Signature (Handwritten Signature)

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes [checked] No []

Received copy of Agreement with Terminal Operator: Yes [checked] No []

Total Paid \$ 2,000.00 Cash/Check# 1703 Date: 3/20/19

Board Approved Denied Date:

Village President

Attest: Village Clerk



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

L012914

Applicant Information

Business Name: TACOS EL NORTE Date: 3/19/19
 Business Owner: Richard Knopffert
 Business Address: 2122 W. Algonquin Dr.
 Business Phone Number: (847) 458-4777
 Business Square Footage (total interior space): 1400 sq. ft.

Terminal Operators Information

Business Name: Illinois Gaming Systems
 Business Owner: Bill Service
 Business Address: 1864 High Grove Lg., Unit 108 Naperville, IL 60540
 Business Phone Number: _____

MACHINE SERIAL NUMBER

IGT 2116107
BALLY B13017341
WMS 5051146

LICENSE NUMBER ISSUED
(For Village Use Only)

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

[Signature]
 Business Owner Signature

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes No Received copy of Agreement with Terminal Operator: Yes No

Total Paid \$ 1500.00 Cash/Check# 100067 Date: 3/20/19

Board Approved _____ Denied _____ Date: _____

Village President _____

Attest: Village Clerk _____



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

L012927

Applicant Information

Business Name: BISTRO WASABI Date: 3/21/19
Business Owner: JEFFREY DUNHAM
Business Address: 4590 W. ALGONQUIN RD.
Business Phone Number: 847-515-2700
Business Square Footage (total interior space): 4000 FT^2

Terminal Operators Information

Business Name: BISTRO WASABI
Business Owner: JEFFREY DUNHAM
Business Address: 4590 W. ALGONQUIN RD.
Business Phone Number: 847-515-2700

MACHINE SERIAL NUMBER

LICENSE NUMBER ISSUED (For Village Use Only)

1GT/E20/505026/2082219
WMS/BLUEBIRD2/519745/5036872
SPIELO/PRODIGI,VU/0002536/516373

The annual fee payable to the Village shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1st of each year. All issued licenses shall expire on April 30th of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of their signed agreement with the Terminal Operator to the Village prior to the issuance of a license. I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Business Owner Signature

For Village Use Only

Received copy of Terminal Operator's Federal/State Licenses: Yes [x] No []

Received copy of Agreement with Terminal Operator: Yes [x] No []

Total Paid \$ 1,500.00 Cash/Check# 2439 Date: 3/25/19

Board Approved Denied Date:

Village President

Attest: Village Clerk



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2019

DEPARTMENT: Administration

SUBJECT: Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, Sections 33.08A "Classes, Fees", 33.08B "Number of Licenses Issued", Section 33.18 Location Restrictions, Notifications, Section 33.22 Closing Hours and Appendix A of the Lake in the Hills Municipal Code

EXECUTIVE SUMMARY

In March of 2019, Melody Living approached the Village seeking to obtain a liquor license for the restaurant and Bistro area that they will be opening within the senior housing development. The restaurant and Bistro area will only be open to residents of Melody Living and their guests, and will not be open to the public. The hours of operation will be from 7am to 9pm.

In addition to a Class A-3 liquor license, Melody Living would be required to obtain a Village business license and liquor licensing through the State of Illinois.

Representatives from Melody Living will be present at the April 9th Committee of the Whole meeting.

FINANCIAL IMPACT

Retail sales of alcoholic beverages sold by the company would generate sales tax revenue for the Village. The annual fee for a Class A-3 license will be \$2,000.

ATTACHMENTS

1. Letter from Melody Living
2. Proposed Ordinance Amending Chapter 33

RECOMMENDED MOTION

Approve an Ordinance amending Chapter 33 Sections 33.08A, 33.08B, 33.18, 33.22 and Appendix A of the Municipal Code establishing a Class A-3 liquor license.

Melody Living Associates-IL, L.L.C.

1765 Merriman Rd

Akron, Ohio 44313

3-28-19

Nancy Sujet, Administrative Specialist II
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156

RE: Melody Living Senior Living Project Liquor License, 525 Harvest Gate

The restaurant is open from 7am to 9pm to accommodate the Assisted Living resident's preferences. The restaurant is manned by the dining service team. Alcohol is only served by the dining service team as they have completed alcohol class training. We would like to serve alcohol to residents and their guests in their apartments as well. Residents pay for the alcohol as they order it. Alcohol is NOT covered in their monthly rent/service charges. Alcohol is not available once the kitchen closes. If the resident wants a drink after the kitchen closes, they would have to purchase alcohol from the Dining team prior to closing for the night.

The Bistro is open from 7am to 9pm and is monitored by the concierge who works from 7am to 9pm. The Bistro has *grab and go* items. The concierge locks up the bistro display case before they leave. The bistro items are not available after 9pm. Since we do not staff the concierge desk after 9pm the residents cannot purchase items after 9pm.

We do have events where we serve/sell alcohol to residents and guests. These events are often held in the Bistro and sometimes in the Restaurant, the Dining Service team serve the alcohol at that time. Typically, these events are finished no later than 9pm.

The resident units have refrigerators and microwaves and may have snacks or alcohol in their own apartments. Alcohol can be consumed in our exterior courtyards and amenity areas as well and we will not be selling alcohol to the public.

If you have further questions, please contact Ron DiNardo at 330-414-8315.

Sincerely,

Melody Living Associates - IL, L.L.C.

By: PFT Asset Co., L.L.C.

Its: Managing Member

By: ANP 2018 Legacy Trust – NR

Its: Managing Member

By: 

Andrew R. Duff, Trustee

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019 - _____

An Ordinance Amending Chapter 33 Liquor Control and Liquor Licensing, Section 33.08 Classifications, Fees, and Daily and Event Permits, and Auxiliary Licenses, Section 33.18 Location Restrictions, Notification, Section 33.22 Closing Hours, and Appendix A of the Lake in the Hills Municipal Code

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; and

WHEREAS, the Village has reviewed Chapter 33 of the Municipal Code relative to classification, fees, daily and event permits, and auxiliary licenses, and desires to amend that Chapter to include a Class A-3 classification for Senior Living Centers.

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: Paragraph A, *CLASSES, FEES*, of Chapter 33 Section 33.08, *Classifications, Fees, and Daily and Event Permits, and Auxiliary Licenses*, shall be amended to incorporate a new classification as set forth in a new paragraph 1.d., as follows:

A. CLASSES, FEES: Liquor licenses shall be divided into ~~fifteen~~sixteen classes:

* * *

1d. A Class A-3 license authorizes the retail sale to residents and guests of senior living centers, as defined in subsection 33.01 of this Chapter, of alcoholic liquor for consumption on the premises where sold. The annual fee for a Class A-3 license shall be \$2,000.

* * *

SECTION 2: Paragraph B, *NUMBER OF LICENSES ISSUED*, of Chapter 33, Section 33.08, *Classifications, Fees, and Daily and Event Permits, and Auxiliary Licenses*, shall be amended to read as follows:

B. NUMBER OF LICENSES ISSUED: There shall be in the Village not more than:

- Class A: Nine Licenses
- Class A-1: One License
- Class A-2: Three licenses

Class A-3: One License

Class B: Eleven Licenses

Class B-1: Zero Licenses

Class C: Two Licenses

Class D: Four Licenses

Class E: One License

Class E-1 One License

Class F: One License

Class G: Zero Licenses

Class H: One License

Class BWT: Zero Licenses

Class BWT-1: Zero Licenses

Class MBP: Zero Licenses

SECTION 3: Paragraph A of Section 33.18, *Location Restrictions, Notification*, Chapter 33, shall be amended to read as follows:

A. LOCATION RESTRICTIONS: No liquor license shall be issued for the sale at retail of any alcoholic liquor within 200 feet of any church, school, hospital, undertaking establishment or mortuary, home for ~~the aged or~~ indigent persons or for veterans, their spouses or children, or any military or naval station. No liquor license shall be issued for the sale at retail of any alcoholic liquor within 200 feet of any park, provided that this prohibition shall not apply to clubs established prior to May 9, 1991.

SECTION 4: Section 33.22, *Closing Hours*, Chapter 33, shall be amended to read as follows:

A. It shall be unlawful to sell or offer for sale at retail, or to give away, in or upon any Class A, A-2, C, D, E, E-1, F, or G licenses premises, any alcoholic liquor between the hours of 12:00 a.m. and 9:00 a.m. Monday through Friday, 2:00 a.m. and 9:00 a.m. Saturday, and 2:00 a.m. and 9:00 a.m. Sunday.

B. It shall be unlawful to sell or offer for sale at retail, or to give away, in or upon any Class A-3 licensed premises, any alcoholic liquor between the hours of 9:00 p.m. and 7:00 a.m. on any day.

~~B.C.~~ It shall be unlawful to sell or offer for sale at retail, or to give away, in or upon any Class MBP licensed premises, any alcoholic liquor between the hours of 2:00 a.m. and 10:00 a.m. on any day.

~~C.D.~~ It shall be unlawful to sell or offer for sale at retail, or to give away, in or upon any Class A-1 licensed premises, any alcoholic liquor between the hours of 3:00 a.m. and 10:00 a.m. on any day.

~~D.E.~~ It shall be unlawful to sell or offer for sale at retail, or to give away, in or upon any Class B licensed premises, any

alcoholic liquor between the hours of 12:00 a.m. and 7:00 a.m. Monday through Friday, 2:00 a.m. and 7:00 a.m. Saturday, and 2:00 a.m. and 7:00 a.m. Sunday.

EF. It shall be unlawful to keep open for business, to admit the public to, to permit the public to remain within, or to permit the consumption of alcoholic liquor in or upon any premises in or on which alcoholic liquor is sold at retail at any time during which the sale of such alcoholic liquor is prohibited; provided, however, that restaurants and clubs may be kept open, but no alcoholic liquor may be sold to or consumed by the public, during

SECTION 5: Appendix A, *Definitions*, of the Lake in the Hills Municipal Code shall be amended to incorporate a new definition for Senior Living Center as follows:

Senior Living Center: A residential housing community that provides independent and/or assisted living quarters for individuals ages 55 and over.

SECTION 6: 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 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: 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 11th day of April 2019, pursuant to a roll call vote as follows:

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

APPROVED THIS 11TH DAY OF APRIL 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2019
DEPARTMENT: Police Department
SUBJECT: 2019 Dispatch Services Purchase Order

EXECUTIVE SUMMARY

The department entered into a five-year contract with Southeast Emergency Communications (SEECOM) for police dispatch services on March 24, 2016. May 1, 2019, to April 30, 2020, is year three of the contract. Purchase order #2019-62 for \$416,769.50 has been requested for required payments.

FINANCIAL IMPACT

The department budgeted \$416,772 in the FY2019 budget for SEECOM dispatch service payments.

ATTACHMENTS

1. Village of Lake in the Hills Agency Communications Service Agreement

RECOMMENDED MOTION

Motion to approve FY2019 SEECOM dispatch service payments.



SEECOM

Southeast Emergency Communication



AGENCY COMMUNICATIONS SERVICE AGREEMENT

VILLAGE OF LAKE IN THE HILLS

AGENCY COMMUNICATIONS SERVICE AGREEMENT

This agreement ("Agreement") is made this 24 day of March, 2016, by and between the Village of Lake in the Hills, an Illinois home rule municipality, including without limitation its police department, located in McHenry County, Illinois, hereafter referred to as "Lake in the Hills," and Southeast Emergency Communications, McHenry County, Illinois, hereafter referred to as SEECOM, an intergovernmental cooperative venture between the Village of Algonquin, Village of Cary, and the City of Crystal Lake, organized and existing pursuant to the Constitution of the State of Illinois 1970, Article VII, section 10 (Ill. Const. 1970, Art. VII, Sec. 10) and an intergovernmental agreement dated June 17, 2003. Lake in the Hills and SEECOM may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement.

RECITALS

A. Lake in the Hills provides to its residents and businesses, among other services, police services within its corporate geographic limits from its police department located at 1115 Crystal Lake Road, Lake in the Hills, Illinois 60156, and thereby requires certain radio dispatching and telecommunications services in order to provide these services.

B. SEECOM is a provider of public safety communications and telecommunication services to the Villages of Algonquin, Cary, and the City of Crystal Lake, McHenry County, Illinois, and affiliated fire protection districts and areas from its offices located at 100 West Municipal Complex, Crystal Lake, McHenry County, Illinois 60039-0597.

C. SEECOM agrees to provide certain police communication services required by the Lake in the Hills Police Department according to the terms and conditions of this Agreement. Such services shall be provided from SEECOM's place of business located in Crystal Lake, Illinois.

D. Lake in the Hills, pursuant to its home rule powers contained in the Constitution of the State of Illinois (Art. VII, Sec. 6), as well as its statutory powers in the Illinois Municipal Code, enters this Agreement in the best interest of the health, safety, welfare, and financial interests of those that reside in, work in, and/or visit the Village.

In consideration of the mutual promises made herein, and for other good and valuable consideration, the parties agree as follows:

**SECTION ONE
DESCRIPTION OF SERVICES PROVIDED**

1.1 Effective on the Date of Agreement, as defined herein, SEECOM shall provide the Lake in the Hills Police Department, enhanced 9-1-1 telephone answering services as defined by the applicable provisions of the Emergency Telephone System Act [50 ILCS 750/0.01 et. seq.] and the Chapter 83 Illinois Administrative Code Part 725, both as may be amended, fire alarm monitoring services, and fire and ambulance personnel direct dispatch services that are specified below. These services shall be provided in accordance with the terms and conditions of the Agreement in exchange for the fees and charges set forth below. The specific services to be provided by SEECOM during the term of this Agreement are:

1.2 During the term of this Agreement and on a 24-hour day basis, SEECOM shall answer 9-1-1 telephone calls, appropriate routine telephone calls, initiate and provide dispatch records for the Lake in the Hills Police Department and dispatch them via the Crystal Lake radio communications network.

1.3 For the purposes of this Agreement, "Date of Agreement" shall mean May 1, 2017, or an earlier date if so subsequently agreed to by the Parties in a separate written acknowledgment. Should the Parties agree to an earlier Date of Agreement, that period of time prior to May 1, 2017 for which service is provided by SEECOM will be billed by SEECOM on a monthly flat fee basis pro rata for any partial month. The flat fee will be calculated by dividing the Year 1 base rate by 12 and using the resulting number as the monthly flat fee. Those calls for service occurring during this time will not be included in nor increase the Year 1 calls for service total.

**SECTION TWO
SPECIAL EQUIPMENT, INSTALLATION AND OPERATION**

2.1 The Lake in the Hills Police Department will be dispatched via the Lake in the Hills base transmitter located at 1 Oakleaf Road in the Oakleaf Water Tower in Lake in the Hills. Any radio equipment used by the Lake in the Hills Police Department (i.e., vehicle radios, portable radios, transmitters/receivers located in Lake in the Hills) is the sole responsibility of Lake in the Hills. Replacement and maintenance of all radios used solely by the Lake in the Hills Police Department shall be the Lake in the Hills responsibility at its sole expense. Any reoccurring telephone line charges for radio and routine telephone line connectivity between the Lake in the Hills Police Department and SEECOM shall be the responsibility of the Lake in the Hills.

**SECTION THREE
PAYMENT**

3.1 This Agreement period begins on May 1, 2017 or earlier should the parties agree and as documented by a written agreement, and ends after five years on April 30, 2022.

3.2 Lake in the Hills will pay a base rate starting at \$394,631 for Year 1. The base rate for each additional year will increase by 3%. Any new growth, determined as any CFS above 12,736 each year (September 1-August 31) will be billed at the budget-approved SEECOM CFS Rate. No credits will be issued for CFS numbers falling below the established 12,736.

Year 1 - May 1, 2017 - April 30, 2018 (CFS calculated 9/1/15 - 8/31/16) - Base Rate only, no additional CFS charge.

Year 2 - May 1, 2018 - April 30, 2019 (CFS calculated 9/1/16 - 8/31/17) - billed base rate + any CFS overage.

Year 3 - May 1, 2019 - April 30, 2020 (CFS calculated 9/1/17 - 8/31/18) - billed base rate + any CFS overage.

Year 4 - May 1, 2020 - April 30, 2021 (CFS calculated 9/1/18 - 8/31/19) - billed base rate + any CFS overage.

Year 5 - May 1, 2021 - April 30, 2022 (CFS calculated 9/1/19 - 8/31/20) - billed base rate + any CFS overage.

3.3 In addition to the fees established in 3.2 of this Agreement, Lake in the Hills shall pay an annual assessment in the amount of \$1,154 for transfer to SEECOM's Capital Equipment Fund, paid quarterly as defined in section 3.4.

	Base Rate	Capital Reserve	New Growth (NG)	Total
Year 1	\$394,631	\$1,154	\$0	\$395,785
Year 2	\$406,470	\$1,154	Yearly CFS above	\$407,624 + NG
Year 3	\$418,664	\$1,154	12,736 multiplied by	\$419,818 + NG
Year 4	\$431,224	\$1,154	the approved	\$432,378 + NG
Year 5	\$444,161	\$1,154	SEECOM CFS rate	\$445,315 + NG

3.4 SEECOM will invoice Lake in the Hills on a quarterly basis. Invoices are payable within 30 days of the date of the invoice.

3.5 For purposes of this Agreement, the terms "calls" or "calls for service" shall be defined as any service request or report of an incident requiring, police, or public works units to be dispatched. Notifications, which are recorded as to the name, information, time of call, and expected response time, are not considered a "call." For example, a call out of public works after hours necessitating only one call and no other work by the dispatch center. Traffic stops are not considered a chargeable call unless physical custody is required, e.g., DUI, WOW. If the traffic stop is related to a previous call or reported incident, then it is not a "call." If police are required to respond to a fire call, it shall be a chargeable call for the police department involved.

SECTION FOUR PAYMENT DEFAULT AND REMEDIES

4.1 Lake in the Hills' failure to pay any invoice within its payable period shall constitute a default under this Agreement.

4.2 In the event that Lake in the Hills defaults in the terms of this Agreement, including payments to be made to SEECOM, SEECOM shall serve Lake in the Hills with written notice of the default, and Lake in the Hills shall then have fifteen (15) days after service of the notice to cure the default by making payment in full of the invoice.

4.3 If Lake in the Hills fails to cure its default in payment within the fifteen (15) day cure period, SEECOM shall be allowed to immediately discontinue providing all dispatching services (unless other arrangements are made and approved through the SEECOM Executive Board) it has agreed to provide under the terms of this Agreement and the Agreement shall be terminated.

4.4 In the event of termination, Lake in the Hills shall pay SEECOM for all services performed by SEECOM to the effective date of termination.

**SECTION FIVE
RELATIONSHIP OF THE PARTIES**

5.1 The parties intend that an independent contractor relationship be created by this Agreement. Lake in the Hills shall not be considered a party of the intergovernmental Agreement between the Villages of Algonquin, Cary, and the City of Crystal Lake which has created SEECOM, and therefore, shall not have representation or voting rights on the SEECOM Executive Board. SEECOM agrees to forward a copy of the minutes of each SEECOM Executive Board meeting to the Police Chief of Lake in the Hills Police Department in order to keep Lake in the Hills Police Department updated and informed on the operation of SEECOM. The conduct and control of the work will lie solely with SEECOM. The Police Chief of the Lake in the Hills Police Department, or designee, shall be a member of the Police Chiefs Advisory Committee and such other committees as the Board may determine.

5.2 SEECOM is not to be considered an agent, controlled servant, or employee of Lake in the Hills Police Department for any purpose. Lake in the Hills and the Lake in the Hills Police Department are not considered an agent, supervisor, controlled servant, or employee of SEECOM.

**SECTION SIX
DURATION**

6.1 This Agreement is set to terminate at the end of the calendar day on April 30, 2022. Should either Party determine that it does not intend to renew the Agreement at the expiration of the current term, it shall provide the other with written notice of its intent at least twelve (12) months prior to the expiration of this Agreement. If no successor agreement is entered into by the parties prior to May 1, 2022 and no written notice of intent to not renew is submitted, then this Agreement shall continue on a year-to-year basis until such time as a new agreement is entered or the termination pursuant to proper notice of intent to not renew.

**SECTION SEVEN
TERMS TO BE EXCLUSUVE**

7.1 This is the entire Agreement between the Parties with respect to the subject matter contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the sole benefit of the Parties and not for the benefit of any other person(s) or legal entities.

**SECTION EIGHT
WAVIER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING**

8.1 No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.

**SECTION NINE
NO ASSIGNMENT WITHOUT CONSENT**

9.1 Neither Lake in the Hills nor SEECOM shall assign this Agreement or any of the rights and duties hereunder without the prior written consent of the other party.

**SECTION TEN
NOTICES**

10.1 All notices given or required to be given under this Agreement shall be in writing and sent by personal delivery or registered mail, postage prepaid, to the parties at their respective addresses stated above or at such other address as may subsequently be specified in writing during the term of this Agreement.

**SECTION ELEVEN
SEVERABILITY**

11.1 If any part, term, or provision of this Agreement is decreed by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions not affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**SECTION TWELVE
GOVERNING LAW**

12.1 This Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

**SECTION THIRTEEN
PLACE OF VENUE**

13.1 Any action at law, suit in equity or judicial proceeding relating to this Agreement shall be instituted and conducted only in the 22ND Judicial Circuit Court of McHenry County, Illinois, each party agreeing to be subject to the jurisdiction of that court.

**SECTION FOURTEEN
SECTION HEADINGS**

14.1 The section and paragraph headings in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the sections or paragraphs to which they pertain.

**SECTION FIFTEEN
NUMBER OF COPIES**

15.1 This Agreement is executed in quadruplicate, each of which shall be deemed as original.

**SECTION SIXTEEN
HOLD HARMLESS**

16.1 In the event a claim is made against SEECOM, its officers, other officials, agents, and employees, or any of them, or if SEECOM, its officers, other officials, agents, and employees, or any of them, is made a party-defendant in any proceeding, arising out of or in connection with this Agreement, or any act, failure to act, or conduct of Lake in the Hills Police Department, its officers, other officials, agents, and employees, or any of them, the Lake in the Hills shall defend and hold SEECOM and its officers, other officials, agents, and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney fees, in connection therewith, in excess of the proceeds of any insurance or indemnification held by SEECOM and actually received by SEECOM. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the obligation to hold SEECOM

harmless as set forth above does not apply to any act, failure to act, or conduct of SEECOM, its officers, other officials, agents, and employees or for negligent acts and omissions of SEECOM, its officers, other officials, agents, and employees or any of them.

16.2 In the event a claim is made against Lake in the Hills, its officers, other officials, agents, and employees, or any of them, or if Lake in the Hills, its officers, other officials, agents, and employees, or any of them, is made a party-defendant in any proceeding, arising out of or in connection with this Agreement, or any act, failure to act, or conduct of SEECOM, its officers, other officials, agents and employees, or any of them, SEECOM shall defend and hold Lake in the Hills and its officers, other officials, agents, and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney fees, in connection therewith, in excess of the proceeds of any insurance or indemnification held by Lake in the Hills and actually received by Lake in the Hills. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the obligation to hold Lake in the Hills harmless as set forth above does not apply to any act, failure to act, or conduct of Lake in the Hills, its officers, other officials, agents, and employees or for negligent acts and omissions of Lake in the Hills, its officers, other officials, agents, and employees or any of them.

16.3 Any such indemnified person may obtain separate counsel to participate in the defense thereof at his/her own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no consent to a conflict of interest, then the indemnifying party shall bear the expense. Each party, its officers, other officials, agents, and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required.

By entering into this Agreement neither party waives any immunity provided by the laws of the State of Illinois.

SIGNATURES

In witness whereof, the parties have authorized and executed this Agreement at Crystal Lake, McHenry County, Illinois this 24 day of March, 2016.

Village of Lake in the Hills

By: [Signature]
Title: Village President

Southeast Emergency Communications (SEECOM)

By: [Signature] 4/14/16
Title: CHAIRMAN

Attest: [Signature]
Title: Village Clerk

Attest: [Signature] 4/14/16
Title: EXECUTIVE DIRECTOR



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2019

DEPARTMENT: Public Works

SUBJECT: Motion to approve a telecommunications lease agreement with E-vergent

EXECUTIVE SUMMARY

As is common with municipal water towers, the Village currently leases space on top of each of the Village's four water towers to at least one large telecommunications company, such as Verizon or AT&T, for the installation of telecommunications equipment for the purpose of providing telecommunications services to their customers. However, since 2005, the Village has also leased space on all four of the Village's water towers, to a small telecommunications company, E-vergent, that only offers its customers internet services. The current lease is due to expire on April 30, 2019. As such, Village staff have been working with E-vergent staff towards execution of a new lease agreement. Important features of the attached draft lease agreement include:

1. The initial term shall be two years but after the initial term, the agreement will be automatically extended for up to five successive two-year terms, unless either party cancels before a two-year renewal. The ability to terminate this agreement every two years is an important feature to have in this agreement - should the Village need space on one or more of its water towers to accommodate a new lease agreement with a larger telecommunications company for higher lease payment amount.
2. The total lease revenue amount for the first year of the contract will be \$27,072.00, and will increase by two percent every year of the agreement. In preparing for this new lease agreement, Village staff surveyed nearby municipalities with similar agreements with E-vergent, and determined that E-vergent is currently paying the Village the largest annual lease payment amount per tower.
3. E-vergent will continue to provide wireless internet services, at no additional cost, to the following Village facilities: Village Hall, Airport, Well House 9 and the Preschool Annex.
4. E-vergent will provide a \$40,000.00 surety bond that would allow the Village to recuperate any/all expenses for removal of E-vergent's equipment, should E-vergent go out of business and abandon its equipment or fail to remove its equipment within 30 days after termination of this agreement.

FINANCIAL IMPACT

If approved, the draft agreement will generate \$27,072.00 over the first year of the agreement and \$363,092.09 total over the next twelve years, if all renewal options occur.

ATTACHMENTS

1. Draft lease agreement

RECOMMENDED MOTION

Motion to approve a telecommunications lease agreement with E-vergent of Mount Pleasant, Wisconsin.

Lease Agreement

This Lease Agreement (“Agreement”) is entered into this 11th day of April 2019, by and between the Village of Lake in the Hills, an Illinois municipal corporation (“Village”), and E-
vergent.com, LLC, an Internet Service Provider (“ISP”):

WHEREAS, the ISP wishes to obtain a non-exclusive Lease from the Village to install Internet service equipment on the Village-owned property described herein and the Village wishes to grant such non-exclusive Lease to the ISP on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ***Description of the Leased Premises.*** The Village hereby grants a non-exclusive Lease to the ISP for: (i) space on the following Village water towers for the installation of the ISP’s Internet service equipment and facilities (together, the “Equipment”) by the ISP;
Tower #1, located near the intersection of Oak Leaf and Algonquin Road within the Village
Tower #2, located at 4445 Larkspur within the Village
Tower #3, located near the intersection of Haligus and Albrecht Roads within the Village
Tower #4, located near the intersection of Oak Street and McPhee within the Village
(ii) the real property adjacent to the Towers for access and ingress and egress to the Equipment and to utility lines in accordance with the site and building plans attached hereto and incorporated herein as Exhibit A (the “Plans”); and (iii) for the purpose of installing, repairing, removing, replacing, maintaining and operating the Equipment.

The Towers and surrounding real property (together, the “Leased Premises”) are legally described in Exhibit B attached hereto and made a part hereof. The ISP shall utilize the Leased Premises only as a site for the ISP’s services. The Village reserves to itself, its lessees, licensees, grantees, successors and assigns, the right to use the Leased Premises. The Village also reserves the right to continue to use or lease (including without limitation, to a competitor of the ISP) the Leased Premises so long as such right does not interfere with the specific right granted to the ISP herein and that such future tenants, users or licensees do not cause radio interference with the ISP. Upon the installation of the Equipment by the ISP, it shall paint the Equipment, including mounting hardware and other devices, the same color as the color of the Towers. The ISP shall indemnify and hold harmless the Village from any damage to the Leased Premises as well as the property owned by third parties resulting, directly or indirectly, the ISP’s installing, repairing, removing, replacing, maintaining and operating the Equipment. The ISP shall indemnify and hold harmless the Village from any liens filed against the Leased Premises arising, directly or indirectly, from the ISP’s installing, repairing, removing, replacing, maintaining or operating the Equipment. The ISP shall promptly cause any such lien against the Leased Premises to be discharged so as not to affect the Leased Premises.

The ISP shall not have the right to permit others, either directly or indirectly, to use the Leased Premises for any purpose. The ISP agrees that it will operate the Equipment in such a manner so as not to interfere with the operations of the Village or the Village’s other lessees.

Notwithstanding any other provision of this Agreement, the Lessee shall not make any alterations, additions, installations, substitutions or improvements to the Leased Premises without first obtaining the Village's written consent. The Village shall not unreasonably withhold or delay its consent; provided, however, that the Village shall have no obligation to consent to alterations that in the Village's opinion fail to comply with the requirements of all applicable federal, state and local codes, rules and regulations or alterations that the Village Engineer determines will endanger any person or property or affect the integrity of the Leased Premises.

All construction and routine maintenance work shall be done at reasonable times in compliance with "work hours" allowed for construction under the Village's ordinances. "Work Hours shall be defined as 7:30a.m-8:00pm, Monday-Saturday. The Village will provide the ISP with twenty-four (24) hour, seven (7) day a week, year-around access to the Leased Premises for emergencies which cannot reasonable be performed during Work Hours. ANY ACCESS TO THE FACILITY SHALL BE CONTINGENT UPON ADVANCE NOTICE AND CONSENT OF THE SUPERINTENDENT OF WATER OR HIS DESIGNEE.

2. ***Term of the Lease.*** The initial term of this Agreement shall be two (2) years, ending April 30, 2021. This Agreement shall automatically be extended for five successive two-year terms (the "Renewal Terms") on the same terms and conditions as set forth herein, unless the ISP or the Village notifies the other party in writing of its intention not to renew six months' prior to commencement of the succeeding Renewal Term.

3. ***Rent for Lease.*** The ISP shall pay the Village a monthly rental fee in accordance with the schedule attached hereto as Exhibit C. Subsequent payments are due on the first day of each succeeding month.

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

4. In the event that i) the ISP obtains a lease or other right with a municipality located in the State of Illinois to install its equipment or facilities in or upon such municipality's property at any time or times during this Agreement and ii) the rental, remuneration or other compensation associated with such lease or other right is in excess of the rent set forth in this Agreement, the ISP shall notify the Village of same within 30 days of entering into such other lease or other right with such other municipality. The parties agree that the rent required of the ISP under paragraph 2 of this Agreement shall automatically be increased to such higher rate effective as of the date of the lease or other right with such other municipality. iii) the Village determines in the reasonable exercise of its discretion that different provisions of such lease or other right, if incorporated into this Agreement, will provide Village with rights that are greater or more beneficial to the Village than the rights, or benefits provided for under this Agreement, Licensee agrees that it will amend this Agreement so that it contains terms that are the same as in such subsequent agreement. Failure of the Licensee to provide the information required herein shall constitute a default of this Agreement.

5. **Laws and Regulations.** The ISP agrees to comply with any and all ordinances, regulations, and laws pertaining to the operation of the Equipment on the Leased Premises. The ISP further covenants and agrees to keep the Equipment in compliance with all rules and regulations of the Federal Communications Commissions (the "FCC") and the Federal Aviation Administration (the "FAA") as well as their successor organizations.
6. In the event that the ISP fails to correct any deficiencies, then the Village shall have the option, in its discretion, to terminate this Agreement.
7. If the ISP's installation of the Equipment on the Leased Premises results in the Village's present lighting and electrical systems on the Leased Premises no longer complying with the applicable rules and regulations of the FCC, the FAA or other applicable codes and regulations, then the cost of bringing the electrical or lighting systems, as the case may be, into compliance shall be that of the ISP.
8. The ISP further agrees that it will not use the Leased Premises for storage or placement of any dangerous or hazardous substances or any substances or property, which would create a hazard or nuisance to the Leased Premises or the surrounding area.
9. If required by applicable law, the ISP shall use lighting on its Equipment which is approved by the FAA and as may be changed and approved by the FAA from time to time during the term of this Agreement. The ISP further agrees to insure that the aviation obstruction marking and lighting equipment, if required, complies with the obstruction lighting and marketing requirements designated by the FCC and that compliance with such requirements shall be in the manner prescribed by the FCC's rules and policies.
10. **Taxes.** The ISP shall directly pay or reimburse the Village for all property and other taxes assessed against the Leased Premises as a result of this Agreement.
11. **Utilities.** All cost and expense associated with utility and other services to the Equipment shall be the ISP's responsibility. The Village agrees to cooperate with the ISP in its efforts to obtain utilities. The ISP shall cause all its utilities to be separately metered.
12. **Removal of Equipment Upon Termination of the Agreement.** The ISP shall remove its Equipment and all utility lines extended to and through the Leased Premises at the request of the Village from the Leased Premises within thirty (30) days from the expiration or termination of this Agreement. Time is of the essence. The ISP also agrees that the Leased Premises shall be restored, reasonable wear and tear accepted, to their original condition at the beginning of this Agreement by the ISP except for loss by casualty. In order to ensure that the ISP removes its equipment within thirty (30) days from the expiration or termination of this Agreement, the ISP shall supply a Compliance bond to the Village in the amount of \$40,000.00. In the event that the removal of the Equipment and/or utility lines described above are not completed within such 30-day interval, the Village may, in its sole discretion, remove the Equipment and/or lines and shall be reimbursed for all removal expenses via the Compliance bond and/or directly from the ISP.

13. **Interference.** The Equipment shall be designated, installed and operated so as not to disrupt any emergency or dispatch services transmissions. If, in the opinion of the Village, the operation of the Equipment causes objectionable electrical or radiation interference to the operation or performance of any emergency or dispatch services transmissions, upon notice from the Village, the ISP shall immediately take the necessary steps to correct such interference, including the purchase and installation, at the ISP's expense, of additional equipment such as filters, isolation traps, etc. After receiving such notification, the ISP agrees not to cause any interference with any other equipment or facility that are in place at the time of the commencement of this Agreement. The ISP shall avoid interference with any and all installations for emergency or dispatch services transmissions made by the Village or operations of other licensees on the Leased Premises after commencement of this Agreement. If the ISP is unable to cure all interference problems, then this Agreement may be terminated by the Village without any liability on the part of the Village. Notwithstanding the foregoing, the ISP shall be responsible for and shall pay to the Village any and all outstanding costs, fees and charges due hereunder including, without limitation, accrued rental payments upon the termination of the Agreement, if any. The Village shall not allow any new equipment to be installed on the Leased Premises by any other Internet Service Provider operating on frequencies 2.4GHZ, 3.5GHZ (CBRS), and 5GHZ that interferes with or impairs the quality of the services being rendered by the ISP.

14. **Damage or Destruction by Third Parties.** The Village shall not be liable to the ISP for damages arising from interference, discontinuance or interruption of the ISP's Equipment on the Leased Premises that are due to acts of God or circumstances beyond the Village's control or the acts of other lessees who have entered into a written agreement with the Village prior to this Agreement. "Circumstance beyond its control" shall include, but shall not be limited to, interference whether electrical, radiation or physical.

15. **Insurance.** The ISP shall procure and maintain, at its sole cost during the term of this Agreement, commercial general liability insurance insuring the ISP and naming the Village as an additional insured against liability for personal injury, death or damage to personal property arising out of the ISP's installing, repairing, removing, replacing, maintaining and operating the Equipment and utility lines and all use of the Leased Premises by the ISP, its agents and independent contractors. Such insurance shall provide coverage in an amount not less than \$5,000,000.00 for bodily injury to one or more persons and in an amount of not less than \$5,000,000.00 for property damage. All such insurance coverage shall be evidenced by a certificate of insurance, naming the Village of Lake in the Hills as an additional insured. Further the policy shall provide that the Village shall receive at least thirty (30) days' prior written notice of any cancellation or alteration of policies of insurance referenced in such certificate.

16. **Indemnity.** The ISP agrees to defend, indemnify and hold the Village harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which directly or indirectly arise out of the ISP's use of the Leased Premises, and its use, installation or repair, operation, removal and/or maintenance of the Equipment and/or utility lines, excepting the negligent acts, omissions, or willful misconduct of the Village or the Village's employees or agents.

17. **Casualty.** If all or any portion of the Leased Premises is damaged by any Casualty so as to render the Equipment inoperable, as hereinafter defined, either party may terminate this Agreement without liability to the other. "Casualty" shall include damage to or the destruction of

the Leased Premises by vandalism, vehicles, aircraft, riot or civil commotion, fire, lightning, windstorm, tornado, hailstorm, flood or earthquake.

18. **Condemnation.** In the event that all or any portion of the Leased Premises is taken or condemned by any governmental or quasi-governmental authority, this Agreement shall terminate upon the date when possession of the part of the Leased Premises so taken or conveyed shall be required for such use or purpose without any liability on the part of the Village. In the event of such a taking, the rental payments shall be prorated to the date of possession.

19. **Interpretation.** This Agreement shall be interpreted according to and enforced under the laws of the State of Illinois. Venue of all resolution of all claims made with respect to this Agreement shall lie in the Twenty-second Judicial Circuit, McHenry County, Illinois.

20. **Default.** In the event that the ISP (a) defaults in payment of any rental due hereunder, or (b) fails to keep or perform any other covenants herein contained, the ISP shall have a period of thirty (30) days from the date of notice sent by the Village of the nature of such default within which to correct such default. If the ISP fails to remedy such default within such thirty-day interval, the Village shall have the right at its option to: (a) cancel this Agreement, and (b) proceed for rental payments; and (c) have recourse to any other remedy to which the Village may be entitled at law or in equity. In the event that the Village brings or defends any action or proceeding relating to the enforcement or interpretation of the terms of this Agreement, and the Village prevails in such action, the Village shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the ISP.

21. The Village appreciates the long standing good will of the ISP in providing some wireless internet services at no cost to the Village. The ISP agrees to the following additional provisions:

- A. Consistent with the current practice, the ISP will continue to provide wireless internet services for the following Village facilities: Village Hall (600 Harvest Gate in Lake in the Hills, Illinois 60156) at 24 Mbps, Village's airport office located (8407 Pyott Road, Lake in the Hills, Illinois 60156) at 6Mbps, Well House #9 (4145 Spring Lake Drive, Lake in the Hills, Illinois, 60156) at 6Mbps and the Annex located (2 East Oak Drive, Lake in the Hills, Illinois, 60156) at 6Mbps.
- B. The total Mbps being provided by the ISP to the Village is 42 Mbps; however, the Village reserves the right to amend the locations listed in 21.A., as long as the total Mbps being provided to the Village does not exceed 42 Mbps.
- C. In the event the ISP determines they are unable to fulfill the provisions of this section due to economic or technological reasons, the ISP shall provide a minimum of six (6) months advance written notice to the Village.

22. **Miscellaneous.**

- A. E-vergent.com, LLC is responsible for landscape maintenance and repair of areas

surrounding the Leased Premises that are disturbed due to interference by E-vergent.com, LLC.

- B. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Village and the ISP. However the rights, conditions, covenants and obligations granted or reserved hereunder shall not be construed to benefit any third party which is not specifically made a party to this Agreement by written agreement of the parties hereto.
- C. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally-recognized courier service.

The parties' addresses are as follows:

If the Village: Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156
Attn: Jennifer Clough, Village Administrator

If to ISP: E-vergent.com, LLC
8332 Corporate Drive
Racine, Wi 53406
Attn: Joe Falaschi, General Manager

- D. This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to the conflict of law principles thereof.
- E. The ISP warrants that it has had no dealings with any real estate broker or agent in connection with this Agreement and that it knows of no other real estate broker or agent who is entitled to any commission or finder's fee in connection with this Agreement. The ISP agrees to indemnify and hold the Village harmless from any cost, expense or liability for any compensation, commissions and charges claimed by any real estate broker or agent other than a broker with respect to this Agreement or the negotiations thereof.
- F. None of the terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by a written instrument duly signed, acknowledged and delivered by each of the parties.
- G. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, but each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- H. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver or any other breach or waiver, acquiescence

in or consent to any further or succeeding breach of the same covenant.

- I. This Agreement supersedes all prior discussions and negotiations, whether oral or written, and contains the full and complete agreement and understandings between the Village and the ISP. All exhibits are incorporated herein by this reference.
- J. Time is of the essence of this Agreement
- K. This Agreement shall not be recorded against the Leased Premises.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement on the day and year first above stated.

THE VILLAGE OF LAKE IN THE HILLS,
an Illinois municipal corporation

ATTEST:

By: _____
Russ Ruzanski, Village President

Cecilia Carman, Village Clerk

Date: _____

ISP:

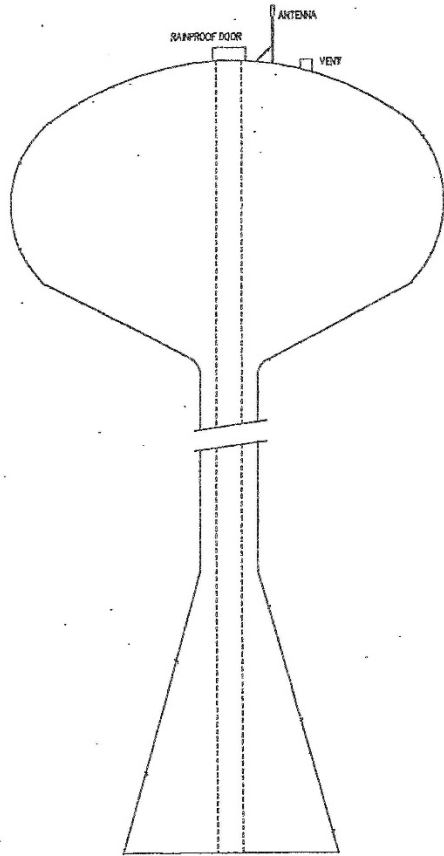
ATTEST:

By: _____
Its authorized officer

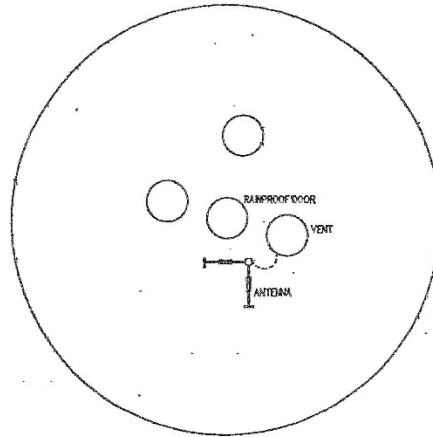
Date: _____

Exhibit A
Building Plans

EXHIBIT A



SIDE VIEW SCALE NTS



PLAN VIEW SCALE NTS



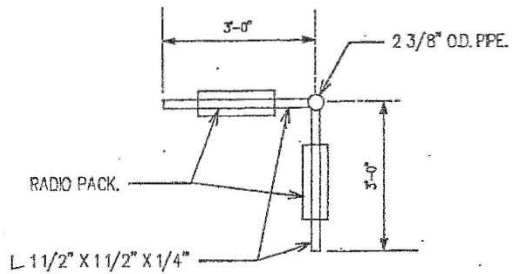
License Expires

Nov 30 / 2002

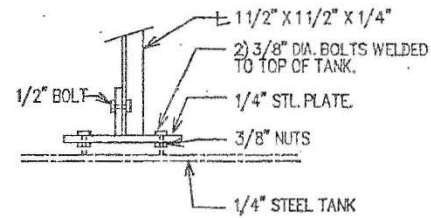
[Handwritten Signature]

STRUCTURAL	CIVIL	ENGINEERING
JOSEPH A. MEYER AND ASSOCIATES		
P. O. BOX 1422 BARRINGTON, ILL. 60010 (847) 382-0200		
INTERNET SERVICES	110 N. MAIN ST. ALCONQUIN, IL 60002	
DATE	MAR 8 2002	
BY	R.E.Y.	
JOB #	1	

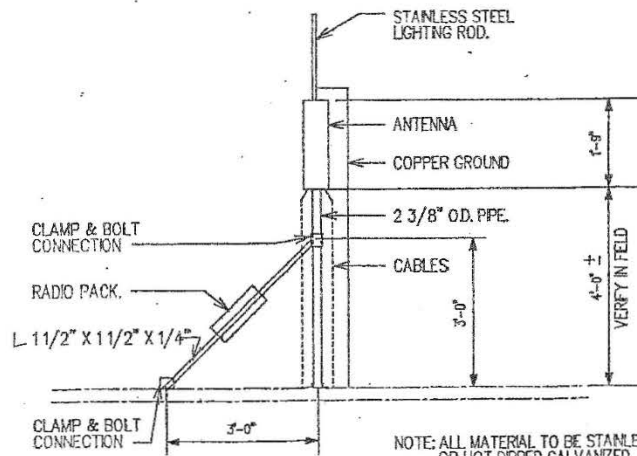
EXHIBIT A CONT



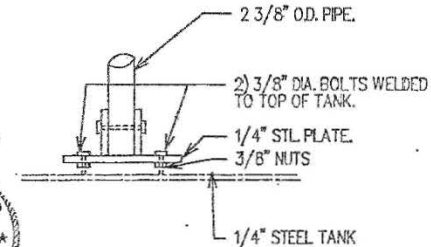
PLAN VIEW SCALE 1/2" = 1'-0"



DETAIL SCALE NTS



PLAN VIEW SCALE 1/2" = 1'-0"



DETAIL SCALE NTS

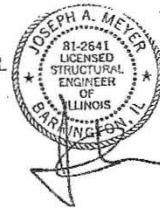


Exhibit A Continued
Building Plans

ENGINEERING	JOSEPH A. MEYER AND ASSOCIATES
CIVIL	P. O. BOX 1422 BARRINGTON, ILL. 60010 (847) 389-0200
STRUCTURAL	
INTERNET SERVICES	1100 N. MAY ST. ALGONQUIN, IL 60102
DATE	MAR 13 2002
REV.	
JOB #	
REVISION #	2

Exhibit B

Legal Description of Leased Property

Tower #1 – Oakleaf Tower

Lot 22 in Cedar Ridge subdivision, being a Subdivision of part of the South Half of the Southeast Quarter of the Northwest Quarter of Section 29, Township 43 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded March 22, 1978 as Document No. 726828, and Certificate of Correction recorded April 26, 1979 as Document No. 765937 in Algonquin Township, McHenry County, Illinois.

Tower #2 – 4445 Larkspur

That part of the Southwest Quarter of Section 24, Township 43 North; Range 7 East of the Third Principal Meridian, Described as follows:

Commencing at the Northeast Corner of the Southwest Quarter of said Section 24; thence North 89 degrees, 23 minutes 44 seconds West along the north line of said southwest quarter 2233.68 feet; thence South 00 degrees 05 minutes 57 seconds East 556.07 feet thence south 89 degrees 54 minutes 03 seconds west 67.47 feet thence south 17 degrees 27 minutes 18 seconds west 79.33 feet; thence south 16 degrees 33 minutes 00 seconds east 96.56 feet; thence south 68 degrees 45 minutes 03 seconds east 15.38 feet; thence south 11 degrees 31 minutes 50 seconds west 124.03 feet thence south 19 degrees 35 minutes 05 seconds west 148.84 feet; thence north 63 degrees 20 minutes 59 seconds west 26.79 feet to a point of curvature; thence westerly along a curve, concave to the south, having a radius of 245.00 feet, an arc distance of 114.38 feet to a point of tangency, the chord of said arc having a length of 113.35 feet, and a bearing of north 76 degrees 43 minutes 28 seconds west to the point of beginning; thence south 89 degrees 54 minutes 03 seconds west 131.07 feet to a point on the west line of said southwest quarter; thence north 00 degrees 05 minutes 57 seconds west along the west line of said southwest quarter 150.0 feet; thence north 89 degrees 54 minutes 03 seconds east 200.0 feet; thence south 0 degrees 05 minutes 37 seconds east 160 feet, more or less, to a point on the aforementioned curve line; thence westerly on said aforementioned curve line a distance of 70 feet, more or less, to the point of beginning, in McHenry County, Illinois.

Tower #3 – 5300 W. Albrecht Road

That part of the East half of the Northeast Quarter of Section 22, Township 43 North, Range 7, East of the Third Principal Meridian, in McHenry County Illinois, described as follows:

Commencing at the Northwest corner of said east half of the Northeast Quarter of Section 22; thence South 00 degrees, 00 minutes, 04 seconds West along the West line of said East half, a distance of 920.07 feet for a place of beginning; thence continuing South 00 degrees, 00 minutes, 40 seconds West along the West line of said East half, a distance of 680.00 feet; thence South 89 degrees, 59

minutes, 20 seconds East, a distance of 644.65 feet; thence North 00 degrees, 00 minutes, 40 seconds East, a distance of 678.75 feet; thence North 89 degrees, 52 minutes, 41 seconds East, a distance of 644.65 feet to the place of beginning.

Tower #4 – 651 Oak Street

That part of Section 21, Township 43 North, Range 8 East of the third Principal Meridian in McHenry County, Illinois, commencing at the Northeast Corner of the North 900.00 feet of the West 800.00 feet of the Southwest Quarter of said Section 21; thence South 00 Degrees, 21 feet, 04 inches east, a distance of 761.59 feet to a point for the place of beginning;

Thence North 64 Degrees, 02 feet, 55 inches East, a distance of 296.51 feet to a point; thence South 00 Degrees, 21 feet, 04 inches East, a distance of 138.41 feet to a point; thence around a curve in a clockwise direction having a delta angle of 50 Degrees, 07 feet, 20 inches, an Arc distance of 306.18 feet, a radius of 350.00 feet, and a chord of south 64 Degrees, 02 feet, 55 inches West, a distance of 296.51 feet to a point, thence North 00 degrees, 21 feet, 04 inches West, a distance of 138.41 feet to the place of beginning, in McHenry County, Illinois.

Exhibit C

Rent Schedule

<u>Year</u>	<u>Monthly Fee per Tower</u>	<u>Total Monthly Fee</u>
05/01/19 – 04/30/20	\$564.00	\$2,256.00
05/01/20 – 04/30/21	\$575.28	\$2,301.12
05/01/21 – 04/30/22	\$586.79	\$2,347.14
05/01/22 – 04/30/23	\$598.52	\$2,394.09
05/01/23 - 04/30/24	\$610.49	\$2,441.97
05/01/24 - 04/30/25	\$622.70	\$2,490.81
05/01/25 – 04/30/26	\$635.16	\$2,540.62
05/01/26 – 04/30/27	\$647.86	\$2,591.43
05/01/27 – 04/30/28	\$660.82	\$2,643.26
05/01/28 – 04/30/29	\$674.03	\$2,696.13
05/01/29 – 04/30/30	\$687.51	\$2,750.05
05/01/30 – 04/30/31	\$701.26	\$2,805.05



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2019

DEPARTMENT: Public Works

SUBJECT: 2019 Contract for Thermoplastic Road Striping Services

EXECUTIVE SUMMARY

The Suburban Purchasing Cooperative (SPC) offers local governmental bodies the opportunity to participate in joint purchasing programs. They create specifications and solicit competitive bids for a variety of contracts and each purchase is exempt from the normal bidding process by Section 9.13 of the Village Municipal Code. Superior Road Striping was the lowest bidder for the SPC thermoplastic road striping joint bid last year and they have agreed to extend their contract this year with no price increase. A contract extension letter is attached for your review and consideration. Each year, the Village hires a contractor to replace the thermoplastic roadway striping in 1/5 of the Village, and the 2019 pricing and estimated quantities listed below, will allow the Village to continue its current thermoplastic roadway striping replacement cycle.

Item	Estimated Quantity	Unit	Unit Price	Total
4" Thermoplastic Marking Line	27,448	LF	\$0.52	\$14,272.96
6" Thermoplastic Marking Line	3,207	LF	\$0.76	\$2,437.32
12" Thermoplastic Marking Line	589	LF	\$1.52	\$895.28
24" Thermoplastic Marking Line	1000	LF	\$3.78	\$3,780.00
Thermoplastic Marking Letters & Symbols	509	SF	\$3.51	\$1,786.59
Thermoplastic Marking Removal	4,446	SF	\$0.41	\$1,822.86
TOTAL				\$24,995.01

FINANCIAL IMPACT

The Village's 2019 budget includes \$25,000.00 in the General Fund for thermoplastic road striping. The total expense for 2019 will not exceed \$25,000.00.

ATTACHMENTS

1. Pricing and Extension Letter

RECOMMENDED MOTION

Motion to participate in the Suburban Purchasing Cooperative's 2019 joint contract extension with Superior Road Striping of Melrose Park, IL, for thermoplastic road striping services in an amount not to exceed \$25,000.00.



A Joint Purchasing Program For Local Government Agencies

March 14, 2019

Ms. Joan Yario
Superior Road Striping
1980 N. Hawthorne Ave
Melrose Park, IL 60160

Dear Ms. Yario,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the third of three (3) possible one-year contract extensions of the SPC 2019 Thermoplastic Lane Marking Contract #158 to Superior Road Striping, Melrose Park, IL from April 12, 2019 through April 11, 2020, with no price increases.

Item Description	UOM	2019
4" Marking Line	LF	\$0.52
6" Marking Line	LF	\$0.76
12" Marking Line	LF	\$1.52
24" Marking Line	LF	\$3.78
Marking Letters & Symbols	SF	\$3.51
Removal	SF	\$0.41

With the acceptance of this contract, Superior Road Striping, Melrose Park, IL agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

The SPC looks forward to another productive year working with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB
NWMC Purchasing Director

Name: Ellen Dayan 03/14/19
Date

3-14-19
Name: Joan Yario Date

<p><i>DuPage Mayors & Managers Conference</i> 1220 Oak Brook Road Oak Brook, IL 60523 Suzette Quintell Phone: (630) 571-0480 Fax: (630) 571-0484</p>	<p><i>Northwest Municipal Conference</i> 1600 East Golf Rd., Suite 0700 Des Plaines, IL 60016 Ellen Dayan Phone: (847) 296-9200 Fax: (847) 296-9207</p>	<p><i>South Suburban Mayors And Managers Association</i> 1904 West 174th Street East Hazel Crest, IL 60429 Kristi DeLaurentiis Phone: (708) 206-1155 Fax: (708) 206-1133</p>	<p><i>Will County Governmental League</i> 3180 Theodore Street, Suite 101 Joliet, IL 60435 Cherie Belom Phone: (815) 729-3535 Fax: (815) 729-3536</p>
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REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2019

DEPARTMENT: Public Works

SUBJECT: Award a Contract for the 2019 Bike Path Resurfacing

EXECUTIVE SUMMARY

As part of the Village's bike path replacement schedule, two Village bike paths were approved in the 2019 budget for replacement. The first bike path is located along Lakewood Road, south of Algonquin Road and the second bike path is located between Harvest Gate and Heavens Gate. Village staff authored a Request For Proposal (RFP) and in February, the RFP invitation was sent to 27 resurfacing companies, posted on the Village's website, and published in the Northwest Herald. On March 18, 2019, twelve RFP submittals were received and pricing for both bike path locations ranged from a low price of \$27,200.00 from Patriot Maintenance Inc. of Mundelein, IL, to a high price of \$76,800.00. The low price of \$27,200.00 for both bike path locations is \$29,760.00 under budget.

The Village has not worked with Patriot Maintenance Inc. before; however, the references provided by Patriot, which included municipal projects, were very favorable. As such, Village staff recommend entering into a contract with Patriot Maintenance, Inc., for this project.

FINANCIAL IMPACT

The Village's 2019 budget includes \$20,350 in SSA 3 for the Harvest Gate bike path and \$36,610 in SSA 5 for the Lakewood Road bike path - for a total budget of \$56,960.00. The contract award amount of \$27,200.00 is under budget by \$29,760.00 (\$13,550.00 in SSA 3 and \$16,210.00 in SSA 5).

ATTACHMENTS

1. Recommendation to Award Memo
2. Bid Results
3. Bid Certification Form
4. Capital Asset Request Forms

RECOMMENDED MOTION

Motion to award a contract to Patriot Maintenance Inc., of Mundelein, IL, for the 2019 bike path resurfacing contract in the amount of \$27,200.00

Lake in the Hills Public Works Department

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Guy Fehrman, Superintendent of Streets
Date: April 1, 2019
Subject: Recommendation for the 2019 Bike Path Resurfacing Contract Award

On March 18, 2019, Public Works received twelve sealed bids for the resurfacing of the Lakewood Road bike path, south of Algonquin Road and the Harvest Gate bike path, located between Harvest Gate and Heavens Gate. Patriot Maintenance Inc., submitted the lowest bid of the twelve. Patriot Maintenance supplied references that were called and verified. The responses from the references regarding Patriot's service and product reliability were very positive. Staff recommends awarding the bike path resurfacing contract to Patriot Maintenance Inc. as the lowest responsible bidder that meets the specifications of the RFP.

The Village's 2019 budget includes \$20,350 in SSA 3 for the Harvest Gate bike path and \$36,610 in SSA 5 for the Lakewood Road bike path – for a total budget of \$56,960.00. The contract award amount of \$27,200.00 is under budget by \$29,760.00 (\$13,550.00 in SSA 3 and \$16,210.00 in SSA 5).

Lake in the Hills Public Works Department

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Guy Fehrman, Streets Superintendent
Date: March 18, 2019
Subject: 2019 Bike Path Resurfacing RFP Results

The RFP opening for the 2019 Bike Path Resurfacing RFP was at the Public Works Facility on March 18, 2019 at 10:00 a.m. Those present at the RFP opening were Christine Swanson of A-1 Fowler, Terry Todd of TAT Enterprises, Brian Niminski of Patriot Maintenance, Jeff Barthel of Allstar Asphalt, Josh Lorusso of Lorusso Cement, Dexter Tolles of Evans and Sons, Brad Blasius of Curran Contracting and Guy Fehrman, Dan Kaup, Peter D'Agostino, and Cheryl Rothenbach of Village of Lake in the Hills. The RFP results were as follows:

COMPANY	HARVEST GATE BIKE PATH	LAKWOOD ROAD BIKE PATH	TOTAL LUMP SUM AMOUNT
Patriot Maintenance Inc.*	As-read: \$20,400.00 Corrected: \$6,800.00	As-read: \$6,800.00 Corrected: \$20,400.00	\$27,200.00
Evans & Son Blacktop Inc.	\$20,548.00	\$10,177.00	\$30,725.00
TAT Enterprises Inc.	\$25,500.00	\$8,500.00	\$34,000.00
Curran Contracting Co.	\$9,760.00	\$24,888.00	\$34,648.00
Lorusso Cement Contractors Inc.	\$8,800.00	\$26,640.00	\$35,440.00
Schroeder Asphalt Services Inc.	\$9,930.00	\$25,965.00	\$35,895.00
Allstar Asphalt Inc.	\$12,200.00	\$27,400.00	\$39,600.00
Maneval Construction	\$11,140.00	\$31,560.00	\$42,700.00
Chadwick Contracting	\$17,617.00	\$25,745.00	\$43,362.00
Chicagoland Paving Contractors Inc.	\$11,000.00	\$34,000.00	\$45,000.00
Hastings Asphalt Services Inc.	\$14,595.00	\$37,520.00	\$52,115.00
A-1 Fowler Inc.	\$19,200.00	\$57,600.00	\$76,800.00

*Correction was made by Village staff after Appendix 4 was reviewed after the RFP opening.

The RFP opening concluded at 10:12 a.m. The RFP submittals will be reviewed and Village staff plan to make a recommendation to the Village Board at the April 9, 2019 Village Board Meeting.

**APPENDIX 4
VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM**

CONTRACTOR'S NAME: Patriot Maintenance Inc.
ADDRESS: 405 Washington Blvd
Mundelein, IL 60060

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

- ▶ **Harvest Gate Bike Path-FOR THE LUMP SUM OF** Twenty Thousand & Four Hundred Dollars (\$ 20,400⁰⁰)
[Include breakdown of unit and total prices for items as required.]
- ▶ **Lakewood Road Bike Path-FOR THE LUMP SUM OF** Six Thousand & Eight Hundred Dollars (\$ 6,800⁰⁰)
[Include breakdown of unit and total prices for items as required.]

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

3. DELIVERY REQUIREMENTS:

The undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said 2019 Bike Path Resurfacing, [he/she] will completely perform the contract in strict accordance with its terms and conditions by May 31, 2019.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said 2019 Bike Path Resurfacing, in accordance with the following specifications and drawings (if required) as attached.

6. CONDITIONS:

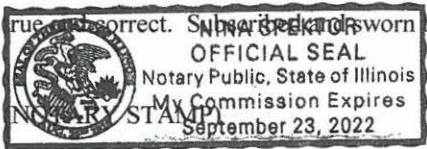
- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.
- D. In the event of a delay to the 2019 Bike Path Resurfacing Completion Date as per the Contract Schedule for which Contractor is solely responsible, Contractor shall pay Liquidated Damages to Village of Lake in the Hills at a rate of \$200 per day.

Dated at Buffalo Grove Bank Trust this 18th day of March, 2019

By: [Signature]
(signature)

Its: President
Title

Brian Niminski, being duly sworn, deposes and states that he/she is the President of Patriot Maintenance Inc and that the statement above is

True and correct. Subscribed and sworn before me this 18th day of March, 2019
 [Signature]
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 2019

By: _____
(signature)

Title: _____

CAPITAL ASSET REQUEST FORM

FUND:	SSA 3
DEPARTMENT:	Public Works
DIVISION:	Streets

NAME OF ASSET OR PROJECT TITLE:

Ken Carpenter South Bike Path Replacement

TOTAL EXPECTED COST:

\$20,350.00

DESCRIPTION:

Ken Carpenter Park South Bike Path Replacement

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: The Ken Carpenter Bike Path has reached the end of its usable life at 25 years and is need of replacement.
- 2: Each year, staff evaluates the condition of the bike paths in the Village. Based on this assessment, each bike path is given an overall score. The bike paths with the lowest scores are prioritized in the replacement schedule. Delaying the replacement of deteriorated bike paths could lead to higher future replacement costs.
- 3: Delaying the replacement of deteriorated bike paths could lead to higher future replacement costs.



CAPITAL ASSET REQUEST FORM

FUND:	SSA 5
DEPARTMENT:	Public Works
DIVISION:	Streets

NAME OF ASSET OR PROJECT TITLE:

South Lakewood Bike Path Replacement

TOTAL EXPECTED COST:

\$36,610.00

DESCRIPTION:

South Lakewood Bike Path Replacement

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: The South Lakewood Bike Path has reached the end of its usable life at 25 years and needs to be replaced.
- 2: Each year, staff evaluates the condition of the bike paths in the Village. Based on this assessment, each bike path is given an overall score. The bike paths with the lowest scores are prioritized in the replacement schedule. Delaying the replacement of deteriorated bike paths could lead to higher future replacement costs.
- 3: Delaying the replacement of deteriorated bike paths could lead to higher future replacement costs.





REQUEST FOR BOARD ACTION

MEETING DATE: April 09, 2019

DEPARTMENT: Public Works

SUBJECT: Request to waive the competitive bidding requirements and award a contract for the Well 12 Design/Build Project, and purchase commodities to be installed by Village Staff

EXECUTIVE SUMMARY

Last year, staff presented a plan for a multi-year water treatment facility upgrade project for each of the eight Village well houses. In 2018, the Village completed a design/build project for Well 14 on McPhee Drive. The project brought much needed controls and process upgrades to the aging systems at Well 14. The project was completed on time and within budget.

Earlier this year, staff met with representatives from Baxter & Woodman/Concentric Integration, the Village water resources and controls engineer, to design the Well 12 and Well 6 improvements that are budgeted in FY19. Similar to the upgrades performed at Well 14, this year's projects consist of two components; upgrading the SCADA system controls, and replacing and upgrading the mechanical valves and actuators. During the design discussions for Well 12, staff determined there was an opportunity to reduce the cost by splitting the project, allowing Concentric Integration to replace the SCADA system controls componentry, and purchasing the mechanical valves and actuators through the bid process and installing them with in-house staff.

The Village requested proposals for the mechanical valves and actuators. Core and Main of Carol Stream, Illinois provided the lowest responsive bid for supplying the necessary mechanical valves and actuators at a cost of \$35,090.00. The Baxter and Woodman/Concentric Integration portion of the project has been priced at \$79,980.00.

FINANCIAL IMPACT

The Village's 2019 budget includes \$25,000.00 for professional engineering oversight and \$250,000.00 for the electrical and mechanical componentry upgrade work for both Wells 12 and 6, or \$137,500.00 per treatment facility. If approved, the contract with Concentric Integration would be in the amount of \$79,980.00 and the Core and Main commodities would cost 35,090.00 for a total cost of \$115,070.00 – which is \$22,430.00 under the \$137,500 budget.

ATTACHMENTS

1. Recommendation Memo
2. Concentric Integration Proposal
3. RFP Results – Purchase of Valves and Actuators
4. Capital Asset Form

RECOMMENDED MOTIONS

Motion to waive the competitive bidding requirement and award a contract to Concentric Integration, LLC for the SCADA system upgrade portion of the Well 12 Design/Build project in the amount of \$79,980.00.

Motion to approve the purchase of control valves and actuators from Core and Main in the amount of \$35,090.00.

Lake in the Hills Public Works Department

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Ryan McDillon, Water Superintendent
Date: April 2, 2019
Subject: Well 12 Design/Build Recommendation

It is my recommendation to contract with Concentric Integration and Baxter and Woodman on a Design/Build method of construction for the Well 12 treatment plant SCADA controls improvements for a cost of \$79,980.00.

I also recommend purchasing valves and actuators from Core and Main to be installed by Village staff. As part of the project design, Concentric submitted a cost of almost \$60,000 to manage and install the replacement valves. By purchasing and installing all of the mechanical valves and eliminating the need for an outside contractor, the work can be completed in house for a significant reduction in overall cost.

Staff generated an RFP and sent it to thirteen vendors for the mechanical valves and actuators as a commodity purchase only. Core and Main was the lowest responsive bidder with a price of \$35,090.00 and LAI ltd. was the high responsive bid at a cost of \$40,930.00. Mid-American Water furnished a partial bid at a cost of \$34,000.00, which was rejected as it did not include all requested valves. I estimate that performing the work in-house will take between 120 and 160 man-hours, for a total high-end labor cost of \$9,814.40 based on the reimbursable standard labor rate of a water operator. The total cost of the project not including labor is \$115,070.



March 15, 2019

Mr. Dan Kaup
Director of Public Works
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156

Subject: **Well No. 12 Water Treatment Plant Rehab**

Concentric Project Number: 181222.50

Dear Mr. Kaup:

The Village's Well #12 Water Treatment Plant (WTP) has served the Village well for years, but has several older, broken, unserviceable, and obsolete items that all need to be repaired. The two Programmable Logic Controllers (PLCs) at the WTP that are responsible for running the plant are in "active mature" phase where replacement parts are very expensive and we recommend replacement. The Village could elect to complete a traditional design-bid-build project for the improvements, but there is not a lot of detailed design that needs to be completed. Typically a project with a construction cost less than a million dollars is not likely bring the type of competition required to get competitive pricing. In addition, the overhead of a general contractor is not necessarily required for the small, relatively simple work that needs to be accomplished at the WTP. Concentric Integration and Baxter & Woodman are recommending the Village consider a Design/Build project similar to the one we just completed at Well #14, except that at Well #12 the Village will handle replacement of valves, flow meters, and pressure transmitters internally. Concentric Integration will design and rehabilitate the SCADA control panel and the filter control panel.

Scope of Services

Project/Program Management

- Plan, schedule, and coordinate the activities that must be performed to complete the Project.

Instrumentation

Provide the following materials so that the Village can perform the following instrumentation work:





- Provide three (3) Siemens 8" MAG5100W magnetic flow meters for the following locations (one per location):
 - Raw Water Supply (with remote mounted transmitter)
 - Includes transmitter, wall mount kit, cable kit (33'), and grounding rings
 - Backwash Supply (with remote mounted transmitter)
 - Includes transmitter, wall mount kit, cable kit (33'), and grounding rings
 - Final Treated Water (with integral transmitter)
 - Includes grounding rings
- Rosemount 2051 system pressure transmitter.

UPS/Utility Failover Configuration

- Provide receptacle, relay and wiring in each of two (2) PLC control panels to allow panels to operate normally on UPS power, but automatically switch to utility power if UPS were to fail.

Replace Existing PLCs and OITs

- Replace existing Filter Control Panel (FCP) and Supervisory Control Panel (SCP) SLC-Series Programmable Logic Controllers (PLCs) with Allen-Bradley CompactLogix Series PLCs. Provide input/output cards to accommodate all existing inputs/outputs.
- Replace existing PanelViews from both the FCP and SCP with new PanelView Plus. Migrate existing programs from both existing FCP and SCP PanelViews and load into new PanelView Plus.

Concentric Assumptions / Owner Responsibilities

- Owner will be responsible for electrical disconnects of instrumentation to be replaced as well as connections for new instrumentation (including flow meters, valving, and pressure transmitter.)
- Owner will provide site access for installation, programming, and startup during Owner's normal business hours. Work beyond Owner's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
- Owner understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Owner to repair, as-needed, under a separate contract.
- Owner will dispose of/recycle any removed equipment.



- Owner will take final samples prior to putting plant back into service.

Project Schedule

Our estimated project schedule will be agreed upon at the project kickoff meeting.

Warranty

The warranty listed in the attached Standard Terms & Conditions document (Paragraph 13):

- DOES apply
- DOES NOT apply

Fee

Our fee for the above scope is a lump sum of \$79,980.

This agreement is valid for 90 days from the date of this proposal.

Terms & Conditions

Refer to attached Standard Terms & Conditions document.





Acceptance

If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
Automation Department Manager
MDK

Christopher T. Sosnowski, PE
President
CTS

VILLAGE OF LAKE IN THE HILLS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

Above signature implies acceptance of the attached STANDARD TERMS & CONDITIONS



Standard Terms & Conditions

1. The submitted proposal and these Standard Terms & Conditions constitute and are herein referred to as the Agreement.
2. Concentric Integration, LLC is herein referred to as Concentric, and the party with whom Concentric is entering into this Agreement with is herein referred to as Owner.
3. Concentric may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Owner upon receipt of Concentric's invoice for services. Payments to Concentric after sixty (60) consecutive calendar days from the date of Concentric's invoice for services shall include an additional late payment charge computed Owner an annual rate of twelve percent (12%) from date of Concentric's invoice; and Concentric may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until Concentric has been paid in full all amounts due for services, expenses, and late payment charges.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the Owner may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, Concentric shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the Owner shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by Concentric.
5. Concentric agrees to hold harmless and indemnify the Owner and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by Concentric's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the Owner or other consultants, contractors or subcontractors working for the Owner, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Concentric and the Owner they shall be borne by each party in proportion to its negligence.
6. The Owner acknowledges that Concentric is a Limited Liability Company and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The Owner and Concentric agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the project, Concentric shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from Concentric's negligence in the performance of services under this Agreement. The Owner shall be named as an additional insured on Concentric's general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

Workers Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim / \$2,000,000 aggregate	Professional Liability:	\$5,000,000 per claim
Automobile Liability:	\$1,000,000 combined single limit		\$5,000,000 aggregate
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Concentric and their owners, officers, directors, employees, agents, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of Concentric or their officers, directors, employees, agents or any of them, hereafter referred to as the "Owner's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to Concentric by their insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Concentric's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. Concentric is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.
11. The Owner may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by Concentric. If such changes cause an increase or decrease in Concentric's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by Concentric shall be furnished without the written authorization of the Owner.
12. All Drawings, Custom Developed Applications, and other documents prepared or furnished by Concentric pursuant to this Agreement are instruments of service in respect to the project, and Concentric shall retain the right of reuse of said documents and electronic media by and at the discretion of Concentric whether or not the project is completed. Electronic copies of Concentric's documents for information and reference in connection with the use and occupancy of the project by the Owner and others shall be delivered to and become the property of the Owner; however, Concentric's documents are not intended or represented to be suitable for reuse by the Owner or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by Concentric for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Concentric, and the Owner shall indemnify and hold harmless Concentric from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
13. Concentric warrants that the services provided for under this Agreement will be completed in a good and workmanlike manner in accordance with applicable codes, ordinances, regulations or other legal Owner. For a period of one (1) year after the Owner receives beneficial use of the installation, Concentric will provide a limited warranty to the Owner for any defect due to improper materials or workmanship supplied by Concentric. Any such warranty provided to Owner shall be provided by Concentric without expense to the Owner for the one (1) year period described herein. **CONCENTRIC'S WARRANTY IS A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF BENEFICIAL USE OF THE INSTALLATION.** This warranty is limited to only defects in material and workmanship on products purchased and fully installed by Concentric and excludes defects caused by improper use, abuse, accident, acts-of-God (including but not limited to lightning), alteration, or other conditions beyond Concentric's control, as determined by Concentric, and all manufacturer's products or workmanship as covered by their respective warranties. For manufacturer's products or workmanship, Concentric will deliver to Owner all manufacturers' warranties of products. **IN CONSIDERATION OF THE LIMITED WARRANTY CONTAINED HEREIN THE OWNER AGREES AND ACKNOWLEDGES THAT SUCH WARRANTY REPLACES ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY**



WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Concentric's warranty is limited to repair or replacement of a defective product without cost to the Owner. OWNER WAIVES ALL CLAIMS TO INCIDENTAL OR CONSEQUENTIAL DAMAGES. This limited warranty extends only to the Owner and not to subsequent buyers/owners. Owner must give written notice of a defect within the one (1) year warranty period described above. In the event of any dispute between the Owner and Concentric, such dispute shall be resolved in accordance with these Standard Terms & Conditions and the Agreement.

14. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
15. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.



LAKE IN THE HILLS PUBLIC WORKS DEPARTMENT

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Ryan McDillon, Water Superintendent
Date: March 29, 2019
Subject: Purchase of Valves and Actuators RFP Results

The Public Works Department received and opened three RFP submittals today at 10:00 a.m. for the Purchase of Valves and Actuators RFP. Vendors in attendance were Brent Otto from Mid American Water, Inc., Alex Healy from LAI, Ltd., and Steve Pollock from Dorner. Those present from the Village of Lake in the Hills were Dan Kaup, Ryan McDillon, and Meredith Gentry. Ryan McDillon read the RFP bid amounts as followed:

COMPANY	BID
Mid American Water, Inc. (Aurora, IL)	\$34,000.00*
Core & Main (Carol Stream, IL)	\$35,090.00
LAI, Ltd. (Rolling Meadows, IL)	\$40,930.00

*Denotes a partial or incomplete bid.

The RFP opening concluded at 10:05 a.m.

CAPITAL ASSET REQUEST FORM

FUND:	Water O&M
DEPARTMENT:	Public Works
DIVISION:	Water

NAME OF ASSET OR PROJECT TITLE:

Well 12 Improvements

TOTAL EXPECTED COST:

\$125,000.00

DESCRIPTION:

Well 12 Improvements

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: Well 12 is one of six treatment facilities on the high pressure side of the Village and the furthest west on the system. Due to its design, Well 12 is also very labor intensive and in need of operational improvements to reduce maintenance and operations costs.
- 2: The Well 12 componentry is original to the facility and in need of upgrades including valves, SCADA system and electrical components. Well 12 is currently the 2nd most labor intensive facility on the system. Staff has identified portions of the process equipment most in need of repair or replacement and determined which equipment should be replaced in FY19.
- 3: Upgrades to Well 12 will improve efficiency and cut back on labor cost to keep it operational.





REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2019

DEPARTMENT: Public Works

SUBJECT: **Ordinance Proposing the Establishment of a Special Services Area in Unincorporated Lake in the Hills**

EXECUTIVE SUMMARY

Last year, the Village Board considered the sale of a portion of the Village's water system situated in unincorporated McHenry County. In light of concerns expressed by water system customers, the Village made the decision to not sell the system, and instead chose to consider a Special Service Area (SSA) to finance the installation of a new water system. In November of 2018, the County of McHenry consented to the Village of Lake in the Hills' establishment of an SSA in its incorporated jurisdiction in response to the Village's desire. Subsequently, in December of 2018, the Village Board adopted the Fiscal Year 2019 budget, which included expenditures from the Water Fund for the engineering necessary to design the infrastructure improvements as well as for associated legal expenses. Most recently, in February of 2019, the Village Board was presented with a conceptual timeline for the project and authorized staff to proceed with its initiation. Also in February, the Village awarded preliminary design engineering services for the new water system.

To that end, staff and the Village Attorney have prepared an ordinance proposing the establishment of a Special Service Area to encompass the unincorporated area, as well as one parcel within the Village's corporate boundaries. The SSA Tax Law provides that the Village establish maximum parameters regarding financing of the special services. This is due to the fact that there are certain unknown factors within the project which include:

- The actual construction costs, which will not be determined until the project is awarded in late fall of 2019. The engineer's not-to exceed estimate includes a very conservative 25% contingency;
- The type of bond, the interest rate at which it is issued, and the term of the debt service. These will require future consideration by the Village Board.

The maximum amount included in the proposed ordinance is \$2,891 annually for each parcel within the SSA. If the SSA is adopted, the Village will agree to pay the SSA levy imposed on those parcels situated within the corporate boundaries of the Village. This includes the property currently occupied by the American Legion. The rationale is that the Village does not charge residents for repair and reinstallation of the water main system. At the same time too, the Village staff believes that this is the fair and appropriate course of action because this property would benefit from the new water main system.

If the Board adopts the proposing ordinance, a public hearing on the proposed SSA would be held on June 11 before the Village Board with notice of same published in the newspaper and sent to the taxpayers within the special service area. Besides such public notice, it is anticipated that other means of communicating information regarding the SSA would be provided to customers in the meantime.

The SSA Tax Law provides that within 60 days of the adjournment of such public hearing, if an objection petition signed by 51% of the voters and 51% of the owners of record within the proposed SSA is filed objecting to the SSA, the SSA will not be established. If an objection petition is not filed, or if a petition is filed but does not meet each of two criteria necessary to "veto" the SSA, the Village Board is authorized to adopt an ordinance establishing the SSA after such potential objection period.

ATTACHMENTS

1. Timeline regarding the SSA 51 process
2. Ordinance Proposing the Establishment of Special Service Area Number 51 Within, as well as Outside of, the Village of Lake in the Hills, Setting a Public Hearing Date and Providing for Other Procedures in Connection Therewith

RECOMMENDED MOTION

Motion to adopt the ordinance proposing the SSA 51 Water Main Project.

Unincorporated Water Main Project



TASK	START	ANTICIPATED DURATION	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20
1. McHenry County approved Village formation of SSA	Oct-18	Oct-18	Complete																			
2. Staff budgeted for engineering in FY 19 budget	Oct-18	Oct-18	Complete																			
3. Issue preliminary and design engineering RFP - February 4, 2019	Feb-19	Feb-19					Complete															
4. Re-engage with unincorporated residents, then ad-hoc committee on February 19, 2019	Feb-19	May-20					Complete	Complete	Anticipated Start	Anticipated Start	Anticipated Start	Anticipated Start	Anticipated Start	Anticipated Start	Anticipated Start	Anticipated Start	Anticipated Start	Anticipated Start	Anticipated Start	Anticipated Start	Anticipated Start	Anticipated Start
5. Award Phase I and Phase II Engineering - February 28, 2019	Feb-19	Feb-19					Complete															
6. Obtain rough engineer's estimate - March 25, 2019	Mar-19	Mar-19						Complete														
7. Obtain high-end cost & tax levy information through Speer - March 30, 2019	Mar-19	Mar-19						Complete														
8. SSA Proposing Ordinance presented to Board for action - April 9, 2019	Apr-19	Apr-19							Anticipated Start													
9. 60-day review and objection period for proposing SSA ordinance	Apr-19	Jun-19							Anticipated Start	Anticipated Start	Anticipated Start											
10. Retain bond counsel - April 30, 2019	Apr-19	Apr-19							Anticipated Start													
11. Public hearing on SSA formation following 60 day notice period - June 11, 2019	Jun-19	Jun-19									Anticipated Start											
12. 60-day objection period for establishing ordinance for SSA	Jun-19	Aug-19									Anticipated Start	Anticipated Start	Anticipated Start									
13. After objection period, adopting/establishing ordinance for SSA presented to Board for action at August 22, 2019 meeting	Aug-19	Aug-19											Anticipated Start									
14. Award construction - October 22, 2019	Oct-19	Oct-19													Anticipated Start							
15. Adopt bond ordinance - October 22, 2019	Oct-19	Oct-19													Anticipated Start							
16. 30 day review period	Oct-19	Nov-19													Anticipated Start	Anticipated Start						
17. After 30 day review period, bond issuance, assuming action approved by Board - December 1, 2019	Dec-19	Dec-19															Anticipated Start					
18. Issue tax levy for year 1 of debt service at Board meeting - December 12, 2019	Dec-19	Dec-19															Anticipated Start					
19. Construction begins February 2020	Feb-20	May-20																	Anticipated Start	Anticipated Start	Anticipated Start	Anticipated Start

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2019 - ____

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 51 WITHIN, AS WELL AS OUTSIDE OF, THE VILLAGE OF LAKE IN THE HILLS, SETTING A PUBLIC HEARING DATE AND PROVIDING FOR OTHER PROCEDURES IN CONNECTION THEREWITH

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. **Authority to Establish Special Service Areas.** The Village of Lake in the Hills, an Illinois home rule municipal corporation located in McHenry County, Illinois (the “Village”) is authorized pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.* (the “SSA Law”), to provide for, inter alia, the manner of levying or imposing taxes and issuing bonds for the provision of special services to areas within a municipality and the unincorporated county when the county consents to the creation of the special service area 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.

Section 2. **Findings.** The President and Board of Trustees of the Village (together, the “Corporate Authorities”) find and determine as follows:

a. That the territory within the Village and the unincorporated territory contiguous to the Village described and depicted in Exhibit A attached hereto and made a part hereof (the “Area”) would benefit from the construction and installation of potable water distribution facilities and related improvements as well as the payment of required tap on fees to pay for improvements to the Village’s water treatment facility to draw and treat water for distribution to the Area; and

b. That McHenry County has consented to the establishment of a special service area relative to that portion of the Area which is in unincorporated McHenry County; and

c. It is in the public interest that the Corporate Authorities consider the creation of a special service area for the Area; and

d. The special service area proposed for consideration for the Area is contiguous; and

e. The proposed special service area will benefit specially from the special services to be provided to the Area.

Section 3. **Proposal.** The Corporate Authorities propose the establishment of Village of Lake in the Hills Special Service Area Number 51 for the construction and installation of potable water distribution facilities and related improvements as well as the payment of required tap on fees to pay for improvements to the Village’s water treatment facility to draw and treat water for distribution to the Area.

Section 4. **Public Hearing.** A public hearing shall be held on the 11th day of June, 2019, at 7:30 p.m., at the Village of Lake in the Hills Village Hall, 600 Harvest Gate, Village of Lake in the Hills, Illinois 60156, to consider the creation and establishment of the Village of Lake in the Hills Special Service Area Number 51 for the Area.

At the public hearing, the following method of financing improvements for the proposed special service area and the construction and installation of potable water distribution facilities and related improvements as well as the payment of required tap on fees to pay for improvements to the Village's water treatment facility to draw and treat water for distribution to the Area will be considered: the borrowing of an amount not to exceed an aggregate principal amount of \$2,000,000 to be evidenced by special tax bonds (including bonds issued to refund such bonds) of such Area (the "Bonds"), the proceeds of which shall be used to pay the cost of providing special services to the proposed special service area, to fund certain reserves for, and interest on, the Bonds and initial administrative expenses relating to the proposed special service area, and to pay the cost of issuing the Bonds and to re-pay the principal associated with the Bonds. Thus, the maximum amount of the bonds proposed to be issued would be \$2,000,000. The special services to be provided to the proposed special service area will include the construction and installation of potable water distribution facilities and related improvements as well as the payment of required tap on fees to pay for improvements to the Village's water treatment facility to draw and treat water for distribution to the Area and related engineering, surveying, construction observation, soil testing and appurtenant work, grading and demolition, site clearing and tree removal, final restoration and paving and the equipment and materials necessary for same, and other associated costs including those of consultants (collectively, the "Special Services"). The Bonds shall be retired over a period not to exceed thirty (30) years from the date of their issuance and shall bear interest at a rate not to exceed eight percent (8%) per annum and which would be the maximum interest rate the Bonds will bear. Thus, 30 years would be the maximum period of time over which the Bonds would be retired. The collective total maximum amount of special service area taxes to be extended within the entire special service area in any year would be \$185,000 and the maximum number of years taxes would be levied for the proposed special service area would be 30 years. The Bonds shall be retired by the levy of an annual special tax levied against each "Taxable Parcel" of property as set forth in Exhibit 1 of Exhibit B within the special service area to pay the interest on the Bonds as it falls due and to discharge the principal thereof at maturity and to pay the costs of administration for the special service area. This tax is to be levied upon all taxable property within the proposed special service area.

For each "Taxable Parcel" within the proposed Special Service Area 51 as set forth in Exhibit 1 to Exhibit B hereto, the special service area tax shall be a flat rate not to exceed \$2,891 on an annual basis. This would be the maximum rate of special service area taxes to be extended within the proposed special service area in any year as to each of the Taxable Parcels in the proposed special service area.

If the special service area is adopted, the Village agrees to pay for any SSA levy imposed on those parcels situated within the Village's corporate boundaries.

The proposed amount of the tax levy for the proposed Special Services to be provided for the initial year for which taxes will be levied within the proposed special service area would not exceed \$185,000.

The nature of the Special Services to the Area is for new construction as more fully described above.

In the event a vacant parcel assigned a property identification number presently identified as part of a "Taxable Parcel" as set forth in Exhibit 1 of Exhibit B, or an "Undeveloped Parcel" as defined in Exhibit 1 of Exhibit B, is connected to the water distribution system within the Area constituting a portion of the Special Services, such parcel shall become a "Taxable Parcel" and be subject to the special service area tax levy of \$2,891 per year thereafter for the remainder of the term of the special service area. The Village reserves the right to add parcels to the proposed special service area in accordance with the SSA Law and/or the Village's home rule authority.

Section 5. **Notice of Public Hearing.** Notice of the public hearing shall be published of the public hearing on June 11, 2019 at least once not less than fifteen (15) days prior to the public hearing specified in Section 4 above, in a newspaper of general circulation in the Village. In addition, notice shall be given by depositing the notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed special service area. This notice shall be mailed not less than fifteen (15) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of record of the property. The notice shall be in substantially the form set forth in Exhibit B to this Ordinance.

Section 6. **Supersede Conflicting Ordinances.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section 7. **Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed this 11th day of April 2019, pursuant to a 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 11TH DAY OF APRIL 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

Exhibit A
Legal description of the Area, street addresses within the Area as well as
permanent tax index numbers of parcels within the Area

The legal description of the Area is as follows:

That part of Lake in the Hills Estates Unit 12, being a subdivision of part of the South half of Section 28, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded April 4, 1953 as Document No. 264707, in McHenry County, described as follows:

Beginning at the Northwest corner of Lot 2 in Block 1 in said Lake in the Hills Estates Unit 12; thence Southerly along the West line of said Lot 2 to the Southwest corner thereof, said point being on the North line of Lot 3 in Block 1 in said Lake in the Hills Estates Unit 12; thence Westerly along said Northerly line to the Westerly line of said Block 1; thence Southerly along said Westerly line and also the Westerly lines of Blocks 10, 15 and 16 and the Westerly lines of Craig Street and Roger Street in said Lake in the Hills Estates Unit 12, to the Southwest corner of Lot 1 in said Block 16; thence Easterly along the Southerly line of said Block 16 to the Southeast corner of Lot 8 in said Block 16; thence Northerly along the Easterly line of said Blocks 16 and 13 in said Lake in the Hills Estates Unit 12 to the Southwest corner of Lot 1 in Block 12 in said Lake in the Hills Estates Unit 12; thence Easterly along the Southerly line of said Blocks 12 and 7 and the Southerly line of a drainage easement per said Lake in the Hills Estates Unit 12, to a bend point in the Southerly line of Lot 9 in said Block 7; thence Southeasterly along the Southwesterly line of Blocks 7, 6 and 5 and the Southwesterly lines of Ethel Avenue and Isabel Avenue in said Lake in the Hills Estates Unit 12 to the Southeast corner of Lot 9 in said Block 5; thence Northeasterly along the Southeasterly line of said Blocks 5 and 4 and the Southeasterly line of vacated Rosemarie Street in said Lake in the Hills Estates Unit 12 to the Northeast corner of Lot 3 in said Block 4, said point being on the Southwesterly line of W. Algonquin Road as shown on said Lake in the Hills Estates Unit 12; Thence Northwesterly along said Southwesterly line and the Northerly line of said Lake in the Hills Estates Unit 12 to the Point of Beginning, EXCEPTING therefrom all of Lot 5 in Block 3 in said Lake in the Hills Estates Unit 12, all in McHenry County, Illinois.

The Area is located south and west of West Algonquin Road and includes parcels on both sides of Scotty Avenue, Rosemarie Street, Dennis Avenue, Craig Street, Roger Street, Willy Avenue, Joan Street, Nevin Avenue, Ethel Avenue, Marie Avenue and Isabel Avenue.

The parcels within the Area by Permanent Tax Index Numbers and street location are as follows:

Taxable Parcels by Parcel Number	Site Address
1. 19-28-326-001, 19-28-326-002	705 Scotty Avenue, Algonquin, IL 60102
2. 19-28-327-015, 19-28-327-014	815 Dennis Avenue, Lake in the Hills, IL 60156
3. 19-28-334-002	902 Nevin Street, Algonquin, IL 60102
4. 19-28-405-024	1111 Isabel Street, Algonquin, IL 60102
5. 19-28-405-019	1113 Isabel Street, Algonquin, IL 60102
6. 19-28-405-009	1117 Isabel Drive, Algonquin, IL 60102
7. 19-28-329-001	10514 Dennis Avenue, Algonquin, IL 60102
8. 19-28-329-011, 19-28-329-012, 19-28-329-003	905 Craig Street, Algonquin, IL 60102

Taxable Parcels by Parcel Number	Site Address
9. 19-28-329-018	901 Craig Street, Algonquin, IL 60102
10. 19-28-327-001	704 Scotty Avenue, Algonquin, IL 60102
11. 19-28-327-002	804 Rosemarie Street, Algonquin, IL 60102
12. 19-28-327-003, 19-28-327-011	806 Rosemarie Street, Algonquin, IL 60102
13. 19-28-327-007, 19-28-327-006	814 Rosemarie Street, Algonquin, IL 60102
14. 19-28-327-016	10516 Scott Avenue, Algonquin, IL 60102
15. 19-28-330-006, 19-28-330-007	5708 Roger Street, Lake in the Hills, IL 60156
16. 19-28-330-008, 19-28-330-009, 19-28-330-010	809 Roger Street, Algonquin, IL 60102
17. 19-28-331-001, 19-28-331-002	901 Roger Street, Algonquin, IL 60102
18. 19-28-329-016	1114 Ethel Street, Algonquin, IL 60102
19. 19-28-334-012, 19-28-334-015, 19-28-334-013, 19-28-334-014	904 Roger Street, Algonquin, IL 60102
20. 19-28-334-001	900 Roger Street, Algonquin, IL 60102
21. 19-28-334-003	10904 Nevin Street, Algonquin, IL 60102
22. 19-28-334-004, 19-28-334-005	908 Nevin Street, Algonquin, IL 60102
23. 19-28-334-006	910 Nevin Avenue, Algonquin, IL 60102
24. 19-28-334-007	10714 Nevin Avenue, Lake in the Hills, IL 60156
25. 19-28-334-008	10716 Nevin Avenue, Algonquin, IL 60102
26. 19-28-333-001, 19-28-333-002	702 Roger Street, Algonquin, IL 60102
27. 19-28-333-009	10701 Nevin Street, Algonquin, IL 60102
28. 19-28-333-010	5703 Nevin Street, Algonquin, IL 60102
29. 19-28-333-003, 19-28-333-011, 19-28-333-004	10706 Willy Avenue, Algonquin, IL 60102
30. 19-28-333-006	10712 Willy Avenue, Algonquin, IL 60102
31. 19-28-333-017	10714 Willy Avenue, Algonquin, IL 60102
32. 19-28-333-015, 19-28-333-014, 19-28-333-016	813 Nevin Avenue, Lake in the Hills, IL 60156
33. 19-28-332-002, 19-28-332-003	10703 Willy Avenue, Algonquin, IL 60102
34. 19-28-332-007, 19-28-332-006, 19-28-332-005, 19-28-332-004	10711 Willy Avenue, Lake in the Hills, IL 60102
35. 19-28-405-008	1115 Isabel Drive, Algonquin, IL 60102
36. 19-28-332-008, 19-28-332-009	10715 Willy Avenue, Algonquin, IL 60102
37. 19-28-180-002	1301 W. Algonquin Road, Algonquin, IL 60102
38. 19-28-327-004, 19-28-327-013, 19-28-327-005, 19-28-327-012	808 Rosemarie Street, Algonquin, IL 60102
39. 19-28-181-006	1207 W. Algonquin Road, Algonquin, IL 60102
40. 19-28-330-002, 19-28-330-001, 19-28-330-003, 19-28-330-004	701 Roger Street, Algonquin, IL 60102
41. 19-28-333-013	809 Nevin Street, Lake in the Hills, IL 60156
42. 19-28-333-012	807 Nevin Street, Algonquin, IL 60102
43. 19-28-332-010, 19-28-332-012, 19-28-332-011	10800 Willy Avenue, Algonquin, IL 60102
44. 19-28-403-001, 19-28-403-005, 19-28-403-002	1001 Ethel Avenue, Algonquin, IL 60102
45. 19-28-332-017	5713 Joan Street, Lake in the Hills, IL 60102
46. 19-28-403-003, 19-28-403-004	1005 Ethel Street, Algonquin, IL 60102
47. 19-28-334-010	10720 Nevin Street, Algonquin, IL 60102
48. 19-28-403-006	1104 Isabel Drive, Algonquin, IL 60102

Taxable Parcels by Parcel Number	Site Address
49. 19-28-405-022	1101 Isabel Drive, Algonquin, IL 60102
50. 19-28-405-023	1103 Isabel Drive, Algonquin, IL 60102
51. 19-28-405-004, 19-28-405-021	1107 Isabel Drive, Algonquin, IL 60102
52. 19-28-403-013, 19-28-403-011	1108 Isabel Drive, Algonquin, IL 60102
53. 19-28-180-003	703 Scotty Avenue, Algonquin, IL 60102
54. 19-28-334-011	902 Roger Street, Algonquin, IL 60102
55. 19-28-334-009	10718 Nevin Street, Algonquin, IL 60102
56. 19-28-332-001	10701 Willy Avenue, Algonquin, IL 60102
57. 19-28-182-007	1201 W. Algonquin Road, Algonquin, IL 60102
58. 19-28-182-008	1129 W. Algonquin Road, Algonquin, IL 60102
59. 19-28-404-010	1075 W. Algonquin Road, Algonquin, IL 60102
60. 19-28-404-015	1045 W. Algonquin Road, Algonquin, IL 60102
61. 19-28-182-003	1127 W. Algonquin Road, Algonquin, IL 60102
62. 19-28-182-005, 19-28-182-004	1123 E. Algonquin Road, Algonquin, IL 60102
63. 19-28-401-001, 19-28-401-002	1111-1117 W. Algonquin Road, Algonquin, IL 60102
64. 19-28-404-016	1065 W. Algonquin Road, Algonquin, IL 60102
65. 19-28-181-004, 19-28-181-003	1211 E. Algonquin Road, Algonquin, IL 60102
66. 19-28-181-002	1217 W. Algonquin Road, Algonquin, IL 60102
67. 19-28-401-003	1101 W. Algonquin Road, Lake in the Hills, IL 60156

Undeveloped Parcels Within the Special Service Area

19-28-330-005	803 Roger Street, Lake in the Hills, IL 60156
19-28-335-004	No Site Address
19-28-335-003, 19-28-335-006, 19-28-335-007	No Site Address
19-28-181-005	1234 S. Main Street, Algonquin, IL 60102
19-28-181-001	No Site Address
19-28-329-004	902 Rosemarie Street, Lake in the Hills, IL 60156
19-28-326-003, 19-28-326-004	No Site Address
19-28-331-003	No Site Address
19-28-329-005	No Site Address
19-28-181-007, 19-28-181-008	No Site Address
19-28-403-012	No Site Address
19-28-329-014, 19-28-329-015, 19-28-329-013	No Site Address
19-28-329-017	No Site Address
19-28-333-005	No Site Address
19-28-329-002	No Site Address
19-28-329-008	No Site Address

EXHIBIT B
NOTICE OF PUBLIC HEARING
ON THE PROPOSED VILLAGE OF LAKE IN THE HILLS
SPECIAL SERVICE AREA NUMBER 51

NOTICE IS HEREBY GIVEN that on the 11th day of June, 2019 at 7:30 p.m. at the Village of Lake in the Hills Village Hall, 600 Harvest Gate, Village of Lake in the Hills, Illinois 60156, a public hearing will be held by the Village of Lake in the Hills (the “Village”) to consider forming a special service area, to be called the “Village of Lake in the Hills Special Service Area Number 51,” consisting of the territory described in Exhibit 1 to this public notice (the “Area”).

The general purpose of the formation of the proposed Village of Lake in the Hills Special Service Area Number 51 is to provide special services to the Area which will include construction and installation of potable water distribution facilities and related improvements as well as the payment of required tap on fees to pay for improvements to the Village’s water treatment facility to draw and treat water for distribution to the Area and related engineering, surveying, construction observation, soil testing and appurtenant work, mass grading and demolition, site clearing and tree removal, final restoration and paving and the equipment and materials necessary for the maintenance thereof, and other associated costs including those of consultants (collectively, the “Special Services”). The nature of the Special Services is new construction.

There will also be considered at the public hearing the following method of financing the Special Services for the proposed special service area: the issuance of special tax bonds (including bonds issued to refund such bonds) in an aggregate principal amount not to exceed \$2,000,000 at an interest rate of not to exceed eight percent (8%) per annum (“the Bonds”), and which would be the maximum interest rate the Bonds will bear, to be retired and paid in full no later than thirty (30) years from the date of their issuance. Thus, the maximum amount of the Bonds proposed to be issued would be \$2,000,000. Thirty years would be the maximum period of time over which the Bonds would be retired. The Bonds would be retired by the levy of an annual special service area tax levied against each parcel of property within the Area to pay the interest on such Bonds as it falls due and to discharge the principal thereof at maturity and to pay the costs of the Special Services for the Area.

The collective total maximum amount of special service area taxes to be extended within the entire proposed special service area consisting of the Area in any year would be \$185,000 and the maximum number of years special service area taxes would be levied against the Area would be 30 years.

For each “Taxable Parcel” within the proposed Special Service Area 51 as set forth in Exhibit 1, the special service area tax would be a flat rate not to exceed \$2,891 on an annual basis. This would be the maximum rate and amount of special service area taxes to be extended within the proposed special service area in any year as to each of the parcels in the Area.

If the special service area is adopted, the Village agrees to pay for any SSA levy imposed on those parcels situated within the Village’s corporate boundaries.

The proposed amount of the tax levy for the proposed Special Services to be provided for the initial year for which taxes will be levied within the proposed special service area would not exceed \$185,000.

In the event a vacant parcel assigned a property identification number presently identified as part of a “Taxable Parcel” as set forth in Exhibit 1 of Exhibit B, or an “Undeveloped Parcel” as defined in Exhibit 1 of Exhibit B, is connected to the water distribution system within the Area constituting a portion of the special services area, such parcel shall become a “Taxable Parcel” and be subject to the special service area tax levy of \$2,891 per year thereafter for the remainder of the term of the special service area. The Village reserves the right to add parcels to the proposed special service area in accordance with the SSA Law and/or the Village’s home rule authority.

At the public hearing, all interested persons affected by the proposed formation of such special service area, including all persons owning taxable real property therein, may file written objections to and be heard orally regarding the formation of and the boundaries of the special service area, the issuance of Bonds and the levy of taxes affecting the Area. The public hearing may be adjourned by the President and Board of Trustees without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment. The question of the creation of the special service area for the Area, the levies or imposition of a tax against the special service area and the issuance of the Bonds for the provision of the Special Services proposed for the Area, will be considered at the public hearing.

If a petition signed by at least 51% of the electors residing within the proposed Village of Lake in the Hills Special Service Area Number 51 and by at least 51% of the owners of record of the land included within the boundaries of the proposed Village of Lake in the Hills Special Service Area Number 51 is filed with the Village Clerk of the Village of Lake in the Hills within 60 days following the final adjournment of the public hearing objecting to the creation of the special service area, the issuance of Bonds for the provision of Special Services to the Area or the levy or imposition of taxes affecting the Area, no such special service area for the Area may be created and no such bonds may be issued or taxes levied or imposed.

A map of the Area is on file at the Village of Lake in the Hills Village Hall at 600 Harvest Gate, Village of Lake in the Hills, Illinois 60156 and which may be viewed during its regular business hours.

/s/ Cecilia Carman
Village Clerk
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156

Exhibit 1 to Notice
Legal description of the Area, street addresses within the Area as well as
permanent tax index numbers of taxable parcels within the Area

The legal description of the Area is as follows:

That part of Lake in the Hills Estates Unit 12, being a subdivision of part of the South half of Section 28, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded April 4, 1953 as Document No. 264707, in McHenry County, described as follows:

Beginning at the Northwest corner of Lot 2 in Block 1 in said Lake in the Hills Estates Unit 12; thence Southerly along the West line of said Lot 2 to the Southwest corner thereof, said point being on the North line of Lot 3 in Block 1 in said Lake in the Hills Estates Unit 12; thence Westerly along said Northerly line to the Westerly line of said Block 1; thence Southerly along said Westerly line and also the Westerly lines of Blocks 10, 15 and 16 and the Westerly lines of Craig Street and Roger Street in said Lake in the Hills Estates Unit 12, to the Southwest corner of Lot 1 in said Block 16; thence Easterly along the Southerly line of said Block 16 to the Southeast corner of Lot 8 in said Block 16; thence Northerly along the Easterly line of said Blocks 16 and 13 in said Lake in the Hills Estates Unit 12 to the Southwest corner of Lot 1 in Block 12 in said Lake in the Hills Estates Unit 12; thence Easterly along the Southerly line of said Blocks 12 and 7 and the Southerly line of a drainage easement per said Lake in the Hills Estates Unit 12, to a bend point in the Southerly line of Lot 9 in said Block 7; thence Southeasterly along the Southwesterly line of Blocks 7, 6 and 5 and the Southwesterly lines of Ethel Avenue and Isabel Avenue in said Lake in the Hills Estates Unit 12 to the Southeast corner of Lot 9 in said Block 5; thence Northeasterly along the Southeasterly line of said Blocks 5 and 4 and the Southeasterly line of vacated Rosemarie Street in said Lake in the Hills Estates Unit 12 to the Northeast corner of Lot 3 in said Block 4, said point being on the Southwesterly line of W. Algonquin Road as shown on said Lake in the Hills Estates Unit 12; Thence Northwesterly along said Southwesterly line and the Northerly line of said Lake in the Hills Estates Unit 12 to the Point of Beginning, EXCEPTING therefrom all of Lot 5 in Block 3 in said Lake in the Hills Estates Unit 12, all in McHenry County, Illinois.

The Area is located south and west of West Algonquin Road and includes parcels on both sides of Scotty Avenue, Rosemarie Street, Dennis Avenue, Craig Street, Roger Street, Willy Avenue, Joan Street, Nevin Avenue, Ethel Avenue, Marie Avenue and Isabel Avenue.

The parcels within the Area by Permanent Tax Index Numbers and street location are as follows:

Taxable Parcels by Parcel Number	Site Address
1. 19-28-326-001, 19-28-326-002	705 Scotty Avenue, Algonquin, IL 60102
2. 19-28-327-015, 19-28-327-014	815 Dennis Avenue, Lake in the Hills, IL 60156
3. 19-28-334-002	902 Nevin Street, Algonquin, IL 60102
4. 19-28-405-024	1111 Isabel Street, Algonquin, IL 60102
5. 19-28-405-019	1113 Isabel Street, Algonquin, IL 60102
6. 19-28-405-009	1117 Isabel Drive, Algonquin, IL 60102
7. 19-28-329-001	10514 Dennis Avenue, Algonquin, IL 60102

Taxable Parcels by Parcel Number	Site Address
8. 19-28-329-011, 19-28-329-012, 19-28-329-003	905 Craig Street, Algonquin, IL 60102
9. 19-28-329-018	901 Craig Street, Algonquin, IL 60102
10. 19-28-327-001	704 Scotty Avenue, Algonquin, IL 60102
11. 19-28-327-002	804 Rosemarie Street, Algonquin, IL 60102
12. 19-28-327-003, 19-28-327-011	806 Rosemarie Street, Algonquin, IL 60102
13. 19-28-327-007, 19-28-327-006	814 Rosemarie Street, Algonquin, IL 60102
14. 19-28-327-016	10516 Scott Avenue, Algonquin, IL 60102
15. 19-28-330-006, 19-28-330-007	5708 Roger Street, Lake in the Hills, IL 60156
16. 19-28-330-008, 19-28-330-009, 19-28-330-010	809 Roger Street, Algonquin, IL 60102
17. 19-28-331-001, 19-28-331-002	901 Roger Street, Algonquin, IL 60102
18. 19-28-329-016	1114 Ethel Street, Algonquin, IL 60102
19. 19-28-334-012, 19-28-334-015, 19-28-334-013, 19-28-334-014	904 Roger Street, Algonquin, IL 60102
20. 19-28-334-001	900 Roger Street, Algonquin, IL 60102
21. 19-28-334-003	10904 Nevin Street, Algonquin, IL 60102
22. 19-28-334-004, 19-28-334-005	908 Nevin Street, Algonquin, IL 60102
23. 19-28-334-006	910 Nevin Avenue, Algonquin, IL 60102
24. 19-28-334-007	10714 Nevin Avenue, Lake in the Hills, IL 60156
25. 19-28-334-008	10716 Nevin Avenue, Algonquin, IL 60102
26. 19-28-333-001, 19-28-333-002	702 Roger Street, Algonquin, IL 60102
27. 19-28-333-009	10701 Nevin Street, Algonquin, IL 60102
28. 19-28-333-010	5703 Nevin Street, Algonquin, IL 60102
29. 19-28-333-003, 19-28-333-011, 19-28-333-004	10706 Willy Avenue, Algonquin, IL 60102
30. 19-28-333-006	10712 Willy Avenue, Algonquin, IL 60102
31. 19-28-333-017	10714 Willy Avenue, Algonquin, IL 60102
32. 19-28-333-015, 19-28-333-014, 19-28-333-016	813 Nevin Avenue, Lake in the Hills, IL 60156
33. 19-28-332-002, 19-28-332-003	10703 Willy Avenue, Algonquin, IL 60102
34. 19-28-332-007, 19-28-332-006, 19-28-332-005, 19-28-332-004	10711 Willy Avenue, Lake in the Hills, IL 60102
35. 19-28-405-008	1115 Isabel Drive, Algonquin, IL 60102
36. 19-28-332-008, 19-28-332-009	10715 Willy Avenue, Algonquin, IL 60102
37. 19-28-180-002	1301 W. Algonquin Road, Algonquin, IL 60102
38. 19-28-327-004, 19-28-327-013, 19-28-327-005, 19-28-327-012	808 Rosemarie Street, Algonquin, IL 60102
39. 19-28-181-006	1207 W. Algonquin Road, Algonquin, IL 60102
40. 19-28-330-002, 19-28-330-001, 19-28-330-003, 19-28-330-004	701 Roger Street, Algonquin, IL 60102
41. 19-28-333-013	809 Nevin Street, Lake in the Hills, IL 60156
42. 19-28-333-012	807 Nevin Street, Algonquin, IL 60102
43. 19-28-332-010, 19-28-332-012, 19-28-332-011	10800 Willy Avenue, Algonquin, IL 60102
44. 19-28-403-001, 19-28-403-005, 19-28-403-002	1001 Ethel Avenue, Algonquin, IL 60102
45. 19-28-332-017	5713 Joan Street, Lake in the Hills, IL 60102

Taxable Parcels by Parcel Number	Site Address
46. 19-28-403-003, 19-28-403-004	1005 Ethel Street, Algonquin, IL 60102
47. 19-28-334-010	10720 Nevin Street, Algonquin, IL 60102
48. 19-28-403-006	1104 Isabel Drive, Algonquin, IL 60102
49. 19-28-405-022	1101 Isabel Drive, Algonquin, IL 60102
50. 19-28-405-023	1103 Isabel Drive, Algonquin, IL 60102
51. 19-28-405-004, 19-28-405-021	1107 Isabel Drive, Algonquin, IL 60102
52. 19-28-403-013, 19-28-403-011	1108 Isabel Drive, Algonquin, IL 60102
53. 19-28-180-003	703 Scotty Avenue, Algonquin, IL 60102
54. 19-28-334-011	902 Roger Street, Algonquin, IL 60102
55. 19-28-334-009	10718 Nevin Street, Algonquin, IL 60102
56. 19-28-332-001	10701 Willy Avenue, Algonquin, IL 60102
57. 19-28-182-007	1201 W. Algonquin Road, Algonquin, IL 60102
58. 19-28-182-008	1129 W. Algonquin Road, Algonquin, IL 60102
59. 19-28-404-010	1075 W. Algonquin Road, Algonquin, IL 60102
60. 19-28-404-015	1045 W. Algonquin Road, Algonquin, IL 60102
61. 19-28-182-003	1127 W. Algonquin Road, Algonquin, IL 60102
62. 19-28-182-005, 19-28-182-004	1123 E. Algonquin Road, Algonquin, IL 60102
63. 19-28-401-001, 19-28-401-002	1111-1117 W. Algonquin Road, Algonquin, IL 60102
64. 19-28-404-016	1065 W. Algonquin Road, Algonquin, IL 60102
65. 19-28-181-004, 19-28-181-003	1211 E. Algonquin Road, Algonquin, IL 60102
66. 19-28-181-002	1217 W. Algonquin Road, Algonquin, IL 60102
67. 19-28-401-003	1101 W. Algonquin Road, Lake in the Hills, IL 60156

Undeveloped Parcels Within the Special Service Area

19-28-330-005	803 Roger Street, Lake in the Hills, IL 60156
19-28-335-004	No Site Address
19-28-335-003, 19-28-335-006, 19-28-335-007	No Site Address
19-28-181-005	1234 S. Main Street, Algonquin, IL 60102
19-28-181-001	No Site Address
19-28-329-004	902 Rosemarie Street, Lake in the Hills, IL 60156
19-28-326-003, 19-28-326-004	No Site Address
19-28-331-003	No Site Address
19-28-329-005	No Site Address
19-28-181-007, 19-28-181-008	No Site Address
19-28-403-012	No Site Address
19-28-329-014, 19-28-329-015, 19-28-329-013	No Site Address
19-28-329-017	No Site Address
19-28-333-005	No Site Address
19-28-329-002	No Site Address
19-28-329-008	No Site Address



REQUEST FOR BOARD ACTION

MEETING DATE: April 9, 2019

DEPARTMENT: Community Services

SUBJECT: **Waive Competitive Bidding and Award a Contract to Clarke Environmental for Mosquito Abatement Services**

EXECUTIVE SUMMARY

The Community Services Department recommends waiving competitive bidding and accepting the proposal from Clarke Environmental for mosquito abatement services for calendar years 2019 through 2021. Clarke has provided mosquito management for the Village of Lake in the Hills since 1997. The company also provides services for the majority of our surrounding communities, including Huntley, Crystal Lake, and Algonquin and McHenry Townships. This relationship allows Clarke to coordinate services among the municipalities to enhance the overall effectiveness of mosquito abatement operations across municipal boundaries.

Clarke was awarded a 4 year contract in 2008 that was then extended, at the same price, for 2012, 2013, and 2014. A request for proposals in 2015 resulted in receipt of only one submission, which was from Clarke. Clarke's professional services provide the Village with general services such as public relations and education, citizen response hotline, consulting and reports, surveillance and monitoring, larval control, and adult control.

Community Services recommends program option 1, for \$36,000 that expands the program to nearly twice the amount of breeding site coverage, and increases coverage for larviciding with 15 additional acres by helicopter and 25 additional acres by hand. The past few years have seen an increase in resident concerns about the impact of mosquitos on their ability to be outdoors in the evening. By adding additional monitoring sites, Clarke will be able to adjust and target their open space treatments to our greatest advantage. As in past years, Clarke will provide four community wide spray treatments and six special event treatments.

To continue the program we have previously used, the proposed cost is \$30,860.00 annually. Either option will hold 2019 pricing for the entire three year contract term. Both options also include a fixed rate of \$5,900 for any additional village-wide sprays that are needed beyond the contracted plan. Regardless of proposal accepted, Public Works will continue to provide larvicide treatments of catch basins in the Village's storm water collection system.

FINANCIAL IMPACT

The 2019 budget includes \$39,000 for Village wide mosquito abatement services.

ATTACHMENTS

1. Clarke Program Option 1
2. Clarke Program Option 2
3. Village Map
4. Bid Certification Page/Contract

RECOMMENDED MOTION

Motion to waive the competitive bidding process and award a contract to Clarke Environmental Mosquito Management, Inc. to provide mosquito abatement services for three years at an annual cost not to exceed \$36,000.00



**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for 2019-2021
Village of Lake in the Hills
Environmental Mosquito Management (EMM) Program**

- PROGRAM OPTION 1 -

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the Village of Lake in the Hills additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village of Lake in the Hills representative and inform him/her of the impending brood arrival.)
- B. Clarke New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: 9 inspections
 1. Three (3) complete inspections of up to 170 sites as outlined by most recent Clarke GIS Survey.
 2. Six (6) targeted inspections of up to 80 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 3. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control will be performed with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®, Natular®, and/or Altosid® mosquito larvicide as described in the following sections.
 1. Larval Control: The program provides for up to 75 acres of single brood product with backpack or hand equipment.
 2. Helicopter Larval Control: Treatments using a single brood product of up to 40 acres.



Part IV. Adult Control

- A. Adulticiding in mosquito harborage areas:
 - 1. Six (6) scheduled truck Ultra Low Volume (ULV) treatments using a synthetic pyrethroid insecticide for any community special events of up to 2 miles.
- B. Adulticiding in Residential Areas:
 - 1. Four (4) community-wide truck ULV treatments of up to 120 miles of streets using a synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$5,900.00 per treatment.
- C. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. Notification of residents on Clarke Call Notification List.
 - 4. ULV particle size evaluation.
 - 5. Insecticide dosage and quality control analysis.

2019-2021 EMM Payment Total Price Per Year for Parts I, II, III, IV \$36,000.00**

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for 2019-2021
Village of Lake in the Hills
Environmental Mosquito Management (EMM) Program**

I. Program Payment Plan: For Parts I, II, III, and IV as specified in the 2019-2021 Professional Services Price Outline, the total for the 2019-2021 program is \$36,000.00 per year. The payments will be due on June 1st, July 1st, August 1st, & September 1st according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. The 2020 and 2021 seasonal program price will be held at 2019 rates.

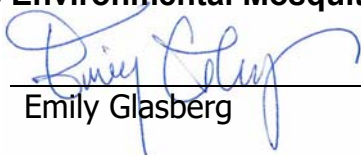
PROGRAM PAYMENT PLAN

Month	2019-2021
June 1	\$9,000.00
July 1	\$9,000.00
August 1	\$9,000.00
September 1	\$9,000.00
TOTAL	\$36,000.00

For Village of Lake in the Hills:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name:  Title: Key Accounts Manager Date: 3/30/19
Emily Glasberg



**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for 2019-2021
Village of Lake in the Hills
Environmental Mosquito Management (EMM) Program**

Administrative Information:

Invoices should be sent to:

Name: _____
Address: _____
City: _____ State: _____ Zip _____
Office Phone: _____ Fax: _____ P.O. # _____
E-mail: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an
Email address that the invoices should be sent to.****

Treatment Address (if different from above):

County: _____

Address: _____
City: _____ State: _____ Zip _____

Contact Person for Village of Lake in the Hills:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for Village of Lake in the Hills:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Emily Glasberg
675 Sidwell Ct. St Charles, IL 60174 or email to eglasberg@clarke.com



**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for 2019-2021
Village of Lake in the Hills
Environmental Mosquito Management (EMM) Program**

- PROGRAM OPTION 2 -

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the Village of Lake in the Hills additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village of Lake in the Hills representative and inform him/her of the impending brood arrival.)
- B. Clarke New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: 9 inspections
 - 1. Three (3) complete inspections of up to 93 sites as outlined by most recent Clarke GIS Survey.
 - 2. Six (6) targeted inspections of up to 45 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 - 3. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control will be performed with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®, Natular®, and/or Altosid® mosquito larvicide as described in the following sections.
 - 1. Larval Control: The program provides for up to 50 acres of single brood product with backpack or hand equipment.
 - 2. Helicopter Larval Control: Treatments using a single brood product of up to 25 acres.



Part IV. Adult Control

- A. Adulticiding in mosquito harborage areas:
 - 1. Six (6) scheduled truck Ultra Low Volume (ULV) treatments using a synthetic pyrethroid insecticide for any community special events of up to 2 miles.
- B. Adulticiding in Residential Areas:
 - 1. Four (4) community-wide truck ULV treatments of up to 120 miles of streets using a synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$5,900.00 per treatment.
- C. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. Notification of residents on Clarke Call Notification List.
 - 4. ULV particle size evaluation.
 - 5. Insecticide dosage and quality control analysis.

2019-2021 EMM Payment Total Price Per Year for Parts I, II, III, IV \$30,860.00**

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for 2019-2021
Village of Lake in the Hills
Environmental Mosquito Management (EMM) Program**

I. Program Payment Plan: For Parts I, II, III, and IV as specified in the 2019-2021 Professional Services Price Outline, the total for the 2019-2021 program is \$30,860.00 per year. The payments will be due on June 1st, July 1st, August 1st, & September 1st according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. The 2020 and 2021 seasonal program price will be held at 2019 rates.

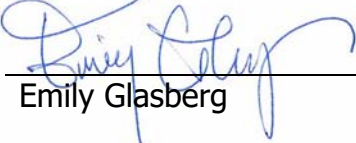
PROGRAM PAYMENT PLAN

Month	2019-2021
June 1	\$7,715.00
July 1	\$7,715.00
August 1	\$7,715.00
September 1	\$7,715.00
TOTAL	\$30,860.00

For Village of Lake in the Hills:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name:  Title: Key Accounts Manager Date: 3/30/19
Emily Glasberg



**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for 2019-2021
Village of Lake in the Hills
Environmental Mosquito Management (EMM) Program**

Administrative Information:

Invoices should be sent to:

Name: _____
Address: _____
City: _____ State: _____ Zip _____
Office Phone: _____ Fax: _____ P.O. # _____
E-mail: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an
Email address that the invoices should be sent to.****

Treatment Address (if different from above):

County: _____

Address: _____
City: _____ State: _____ Zip _____

Contact Person for Village of Lake in the Hills:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for Village of Lake in the Hills:




Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

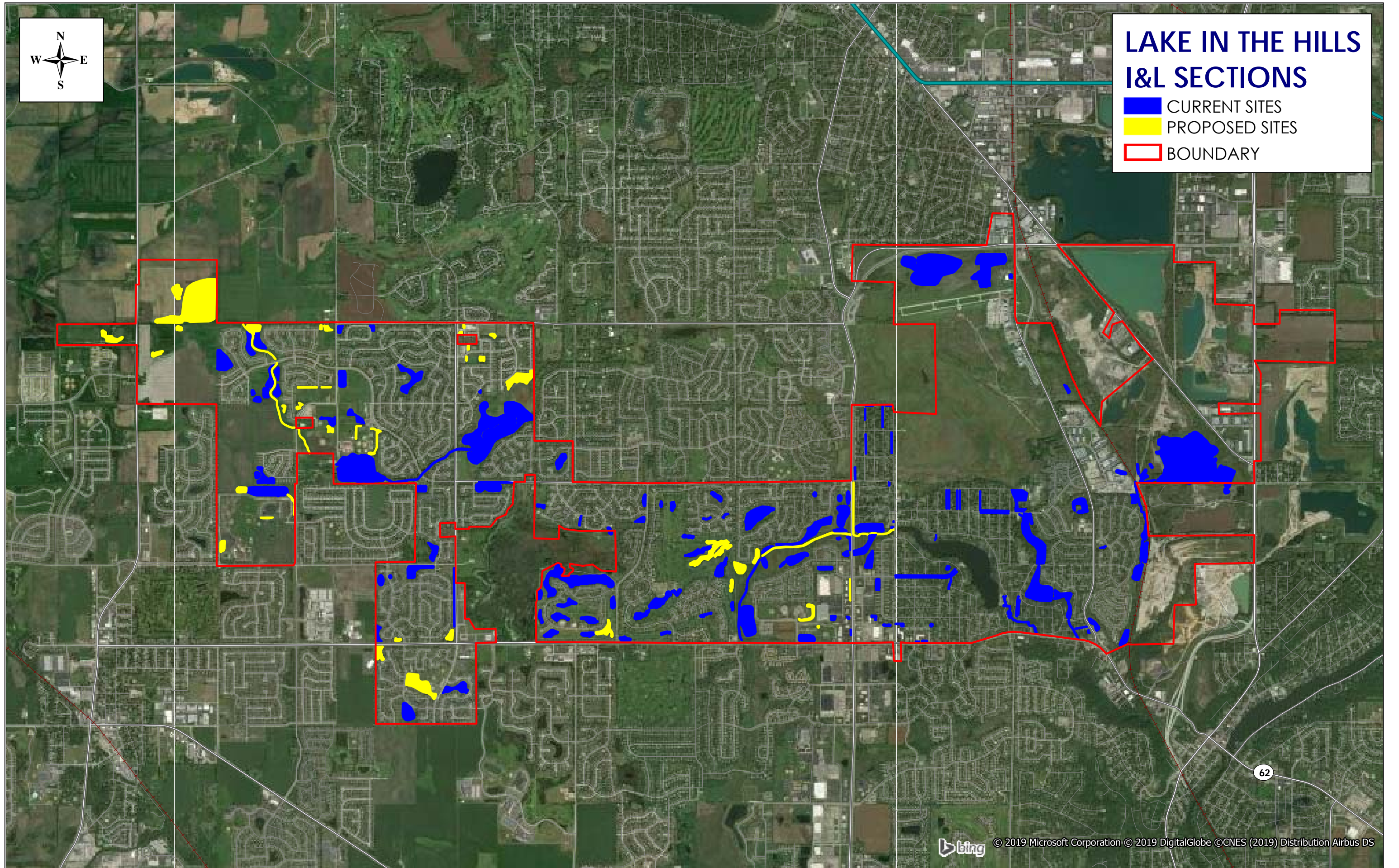
Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Emily Glasberg
675 Sidwell Ct. St Charles, IL 60174 or email to eglasberg@clarke.com



LAKE IN THE HILLS I&L SECTIONS

-  CURRENT SITES
-  PROPOSED SITES
-  BOUNDARY



**VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM**

CONTRACTOR'S NAME: _____

ADDRESS: _____

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR A COST NOT TO EXCEED

Calendar Year 2019 _____ \$ _____

Calendar Year 2020 _____ \$ _____

Calendar Year 2021 _____ \$ _____

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of

adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

3. DELIVERY REQUIREMENTS:

The undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said Mosquito Abatement Services, [he/she] will completely perform the contract in strict accordance with its terms and conditions.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said Mosquito Abatement Services in accordance with the contract and proposal as attached.

6. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.

Dated at _____ this _____ day of _____, 20____.

By: _____
(signature)

Its: _____
Title

_____, being duly sworn, deposes and states that he/she is the _____
_____ of _____ and that the statement
above is

true and correct. Subscribed and sworn before me this _____ day of _____, 20____

(NOTARY STAMP)

Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20____

By: _____
(signature)

Title: _____

Contract

A. DEFINITIONS

The following words and phrases, when used in this Request for Proposal document shall have the meanings as specified herein.

Bidder: The person, firm, or corporation submitting a bid.

Village: The Village of Lake in the Hills, McHenry County, Illinois, an Illinois municipal corporation.

B. REQUEST FOR PROPOSAL

The Village, acting under its statutory home-rule powers, is seeking proposals for the aforementioned project, product or service. The Bidder shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, and transportation services required to perform and complete the required work or service in strict accordance with the RFP document. The Bidder desiring to furnish a bid for such services shall submit a sealed proposal in accordance with the specifications outlined herein.

C. INVESTIGATION BY PROSPECTIVE BIDDERS

It shall be the responsibility of the Bidder to thoroughly read and understand the information, instructions, specifications, and requirements. The Village will assume the submission of the bid means the Bidder has familiarized itself with all conditions, requirements and specifications, and intends to comply with them unless specifically noted otherwise in writing. Failure to do so is at the Bidder's own risk.

D. MINIMUM SPECIFICATIONS

The specifications included in this package describe the services which the Village feels are necessary to meet its performance requirements and shall be considered the minimum standards expected of the Bidder. The specifications are not intended to exclude potential Bidders, and alternatives to these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification shall be stated for each alternative. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed alternatives.

If the Bidder is unable to meet any of the specifications as outlined therein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Bidder does not indicate alternatives to or deviations from the specifications, the Village shall assume it is able to fully comply with these specifications. The Village reserves the right to determine the acceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Village shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

The Village further reserves the right to change or clarify bid specifications during the bidding process and to disseminate to all bidders notice of all adjustments.

E. PRICING, TAXES, AND FEES

Unit prices shall be shown as applicable for each unit on which there is a bid, and shall include all packing, crating, handling, freight, shipping and delivery charges, as well as the cost of unloading at the destination unless otherwise stated in the specification. The specifications shall indicate the appropriate delivery address.

If an error is made in extending total prices in a bid when a bid consists of both unit prices and totals, the unit bid price will govern. Otherwise, the Bidder is not relieved from errors in bid preparation.

Prices shall not include any local, state, or federal taxes. The Village is exempt by law from paying state retailer's and service occupation taxes, federal excise taxes and similar taxes. The Village will supply the successful Bidder with its tax exemption number.

Cash discounts shall not be considered in determining the overall price in the bid, but may be used in an overall evaluation.

The Bidder shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Bidder shall also pay all federal, state, and local taxes, including sales tax, social security, workers

compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment, or real estate.

The Bidder shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Bidder's performance or its failure to perform its duties and obligations under the contract.

F. COMPLIANCE WITH APPLICABLE LAWS

The Bidder shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations governing the Project and during the term of the contract including, but not limited to: Prompt Payment Act (50 ILCS 505/3 *et seq.*), Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), Public Works Employment Discrimination Act (775 ILCS 10/0.01 *et seq.*), Illinois Blacklist Trade Law (775 ILCS 15/1 *et seq.*), Public Works Preference Act (30 ILCS 560/0.01 *et seq.*), Employment of Illinois Workers in Public Works Act (30 ILCS 570/0.01 *et seq.*), Sexual Harassment (775 ILCS 5/2-105), Tax Delinquency (65 ILCS 5/11-42-1), and Interference with Public Contracting (720 ILCS 5/33 E).

G. PROPER COMPLETION OF BID DOCUMENTS

Bid documents must be signed by an officer or employee of the Bidder having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting a bid, the signatures must be attested to by the corporate secretary or other authorized officer of the corporation. All blanks on documents must be correctly filled in, using ink or entered in typed form. Any erasures and error corrections must be initialed in ink. All bids shall be accompanied by a completed Bid Certification Form, which is attached as Appendix 4.

H. AWARD OF CONTACT

A contract for the described product or service shall be awarded to the lowest responsive and responsible Bidder whose bid, on an overall basis, is the most advantageous to and in the best interests of the Village to accept. The Village unequivocally reserves the sole right to reject any and all bids; waive formalities, technical deficiencies, and irregularities; solicit new bids; or otherwise solicit proposals or quotations if some other manner of negotiation better serves its interests. The Village Board's decision shall be final and not subject to recourse by any person, firm, or corporation. It is the express intent of the Village that all specifications as outlined in this Request for Proposal Document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Bidder.

No bid shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or who has failed to faithfully perform any previous contract with the Village.

I. INDEPENDENT CONTRACTOR

The Bidder acknowledges that it is an independent contractor and that none of its employees, agents or assigns are employees of the Village. The Bidder shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

J. NON-ASSIGNMENT

The Bidder shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village.

K. SUBCONTRACTORS

The Bidder shall provide a list of subcontractors that will be doing work on this project on the form in Appendix 3.

L. PROGRESS PAYMENTS

Based upon submitted applications for payment submitted by the Bidder and sign off by the Village representative, the Village shall make progress payments based on the total contract sum. Each application for payment shall be based upon a schedule of values submitted by the Bidder in accordance with the contract documents. This schedule of values shall allocate the entire contract sum among various portions of the work and be prepared in such a form and supported by such data to substantiate its accuracy as may be required. The schedule shall be used as the basis for reviewing the Bidder's applications for payment. Applications for payment shall indicate the percentage of completion of each portion of the work at the end of the period covered by the application for payment subject to the provisions of the contract documents. The amount of each progress payment shall be computed as follows: That portion of the contract sum properly allocated to the completed work as determined by multiplying the percentage completion of each portion of the work by the share of the total contract sum allocated to that portion of the work in the schedule of values. Every progress payment must be submitted with a waiver of lien to date form. The waiver of lien to date form can be found on

the Village website at <http://www.lith.org/publicworks/page/waiver-liens> .

M. FINAL PAYMENT

Final payment will be processed when the entire unpaid balance of the contract sum that shall be made by the Village to the Bidder when the contract has been fully performed by the Bidder. Final payment shall be made by the Village not more than 30 days after the issuance of the final certificate of payment as approved by the Village representative. The contractor must submit a final waiver with final payment. The final waiver form can be found on the Village website at <http://www.lith.org/publicworks/page/waiver-liens>.

N. INSURANCE and INDEMNIFICATION

The Bidder shall procure and maintain for the duration of the Contract insurance against claims for injuries, persons, or damage to property which may arise from or in conjunction with the performance of work hereunder by the Bidder, his agents, representatives, employees or subcontractors. The Village of Lake in the Hills is to be listed as an additional insured on all policies. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

The Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Bidder's work, including activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, leased or used by the Bidder; or automobiles owned, leased, hired or borrowed by the Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, agents and volunteers.

The Bidder's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Bidder's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers. The Bidder's insurance shall contain a Severability of Interests/ Cross Liability clause or language stating that Bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Bidder shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.

All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

The Bidder and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

A Bidder shall maintain limits no less than:

1. **Commercial General Liability** with coverage written on an "occurrence" basis and with limits no less than:
 - a) General Aggregate: \$2,000,000
 - b) Bodily Injury & Property Damage:
\$1,000,000 per occurrence combined single limit
 - c) Other Coverage's: \$2,000,000 or as otherwise approved or required by owner
Coverage's shall include:
 - Premises Operations
 - Products/Completed Operations (to be maintained for five years following Final Payment)
 - Independent Contractors
 - Personal Injury (with Employment Exclusion deleted)
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability
 - Bodily injury and property damage
 - "X", "C", and "U" exclusions shall be deleted.

- Blasting exclusions shall be deleted if Work involves blasting.
 - ISO Additional Insured Endorsement CG2010 shall be provided.
2. Workers' Compensation and Employer's Liability
The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.
 - a) Workers' Compensation: Statutory limits;
 - b) Employer's Liability with limits not less than:
 - \$1,000,000 per occurrence
 - \$1,000,000 each accident – policy limit
 - \$1,000,000 each disease – policy limit
 - \$1,000,000 disease – each employee
 Such insurance shall evidence that coverage applies to the State of Illinois and contain an “all States” endorsement.
 3. Business Auto Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds. ISO Business Auto Liability coverage form CA0001, Symbol 01 “Any Auto” shall be provided.
 4. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor, Owner, and Engineer against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler, leakage, flood, hydrostatic pressure, earth movement and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of all Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses or storage areas, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying or using all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

5. Environmental Impairment/Pollution Liability Coverage
For pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants. Bidder shall maintain limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

Verification of Coverage: The Bidder shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 201 or CG 2026. The Village reserves the right to request fully certified copies of insurance policies and endorsements.

Subcontractors. The Bidder shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Assumption of Liability: The bidder assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

Indemnity Hold Harmless Provision: To the fullest extent permitted by law, the Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments (including deficiencies and interest), costs and expenses which may in any way accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Bidder, its employees or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, agents or employees, and pay for all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment,

including any deficiency and interest, shall be rendered against the Village, its officials, agents or employees, any such action, the Bidder shall, at its own expense, satisfy and discharge same. This indemnity hold harmless provision shall be applicable to any action or claim under this paragraph, and it shall also include any action of law or equity brought by any party against the Village under federal or state law in an effort to set aside the contract.

The Bidder expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Bidder shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the member, its officials, agents, and employees as herein provided.

O. SAFETY/LOSS PREVENTION PROGRAM REQUIREMENTS:

Evidence of specific regulatory compliance will be provided by bidder, if required by owner.