



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING

AUGUST 6, 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 Raffle License from Lake in the Hills Elementary PTC
  - B. Finance
    1. Special Service Area 51 – Ordinance Amending Chapter 23 and Chapter 45 of the Municipal Code
  - C. Public Works
    1. Intergovernmental Agreement with McHenry County for Compensatory Storage
    2. Contract for the Woods Creek Streambank Restoration Project for Reach 10 – Applied Ecological Services
    3. Contract for Well 6 Generator Replacement Project – MAG Construction Company
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 Bojarski
  - F. Trustee Murphy
    1. Parks and Recreation Board Liaison Report
6. Village President
  - A. Proclamation – National Payroll Week (Thursday)
7. Audience Participation
8. Adjournment

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

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

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



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 6, 2019

**DEPARTMENT:** Administration

**SUBJECT:** Raffle License Request for Lake in the Hills Elementary PTC

## EXECUTIVE SUMMARY

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The Lake in the Hills Elementary PTC is requesting a Raffle License for a monthly drawing to be held once a month from September 2019 through May 2020.

All provisions of Section 31.02 of the Village Code have been met. Lake in the Hills Elementary PTC unanimously voted to request a waiver of the fidelity bond requirement associated with the Raffle Application form.

## FINANCIAL IMPACT

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None.

## ATTACHMENTS

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1. Raffle License Application

## RECOMMENDED MOTION

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Motion to approve the Raffle License Request and waive the fidelity bond requirement for Lake in the Hills Elementary PTC.



Village of Lake in the Hills
Raffle Application Form

Date of Application 7/20/19

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

Application Information:

Name of Organization: Lake in the Hills Parent Teacher Council

Date of incorporation or formation of Organization (minimum of 5 years in existence is required to qualify for license): 08/04/1995

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

Purpose for which club/ organization was formed: to enrich the academic experience for students and staff

Presiding Officer's Name: Jessica Wiggins

Presiding Officer's Address: 22 Echo Hill, Lake in the Hills, IL 60156

Secretary's Name: Roxanne Wiggins

Secretary's Address: 415 Cedar, Lake in the Hills, IL 60156

Raffle Manager's Name: Jacqueline Sassi

Raffle Manager's Address: 1041 Creekview Lane, Lake in the Hills, IL 60156

Raffle Manager's Phone #: 847-875-1533

Raffle Manager's Date of Birth: 05/07/1985

Names & Addresses of any other individual directly involved with the administration of the raffle. none

Raffle Information:

Dates raffle chances will be sold or issued: August 13, 2019-

Date/Time raffle is to take place: September 2019- May 2020

Location or Description of Premises and Address of raffle: Lake in the Hills Elementary School, 519 Willow, Lake in the Hills, IL 60156

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

Tickets sold by families at school  
monthly drawings

Total number of chances to be sold:

5,000

Maximum price of each raffle chance:

\$10.00

Item(s) to be raffled:

Maximum Retail Value of Each Prize:

<u>1 - \$500</u>		\$	<u>500</u>
<u>18 - \$100</u>	<u>2/month</u>	\$	<u>1800</u>
<u>18 - \$50</u>	<u>2/month</u>	\$	<u>900</u>
<u>18 - \$25</u>	<u>2/month</u>	\$	<u>450</u>
		\$	
		\$	

Retail dollar value of all prizes:

\$ 3650

**Assertions:**

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

**Bond and Fee Requirements:**

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



Village of Lake in the Hills
Raffle Affirmation Page

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

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

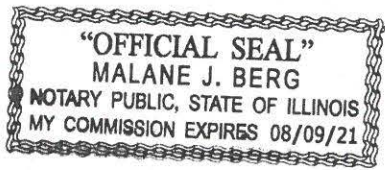
At the conclusion of the raffles, a report shall be made to the Village of Lake in the Hills as to the gross receipts, expenses and net proceeds from the raffles.

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

[Signature]
Presiding Officer

and/or
[Signature]
Secretary

Sworn to before me this 20 day
of July, 20 19
[Signature]
Notary Public



MUNICIPAL CODE SECTION 31.02 TO BE REVIEWED BY APPLICANT

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

[Signature]
Signature

07/20/19
Date



Village of Lake in the Hills
Bond Waiver Request Page

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

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

On the 20th day of July, 2019, the membership of LITH PTC (Name of Organization)

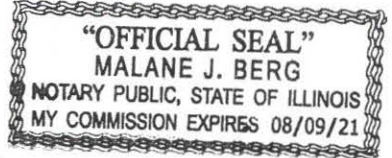
by unanimous vote requested that the Village of Lake in the Hills waive the fidelity bonding requirement for its raffle to be conducted on the attached raffle application.

Signed: [Signature] Presiding Officer

Signed: [Signature] Secretary

Subscribed and sworn to before me this 20 day of July, 2019

[Signature] Notary Public



NOT FOR PROFIT STATEMENT

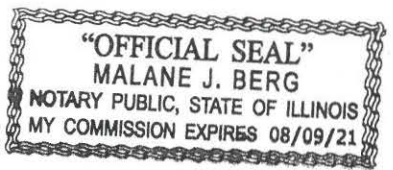
We, the undersigned Presiding Officer and secretary, do hereby attest that LITH PTC (name of organization) is a bona fide religious, charitable, labor, fraternal, educational, or veteran organization that operates without profit to their members and which have been in existence continuously for a period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

Signed: [Signature] Presiding Officer

Signed: [Signature] Secretary

Subscribed and sworn to before me this 20 day of July, 2019

[Signature] Notary Public





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 6, 2019

**DEPARTMENT:** Finance and Public Works

**SUBJECT:** Special Services Area 51 Considerations

## EXECUTIVE SUMMARY

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In anticipation of the August 22 date for the formation of the unincorporated special services area ("SSA 51") that will serve to finance the replacement of the unincorporated water distribution system located south of the Algonquin Road and Pyott Road intersection, staff requires final direction from the Board of Trustees on four remaining matters. They are as follows:

1. **Bond Type:** Should the bond that is issued through SSA 51 be a general obligation bond, or should it be a special services area bond? Should the bond be for 20 or 30 years?
2. **Water Rate:** Should the unincorporated customers continue to pay 1.5 times the resident water rate, or should the Village charge them the same rate as incorporated customers?
3. **Water Main Size:** Should the contractor be required to use 8" water mains, or should they be allowed to use 6" water mains to reduce the cost of the project while still meeting IEPA design standards?
4. **Water Main Material:** Should the contractor awarded the work to replace the system be allowed to use alternative building materials, or should they only be allowed to utilize ductile iron?

### Bond Type

There are two options on the type of bond to issue to fund the unincorporated water main project; 1.) General Obligation (G.O) or 2.) Special Service Assessment (SSA). Additionally, the Village can issue either type of bond for a 20 or 30 year period. The Village's Financial Advisor, Speer Financial Inc., put together a summary stating the pros and cons to issuing a G.O vs. SSA bond. Speer also projected the estimated cost of issuing each type of bond based on current interest rates. A G.O bond at 20 years would be at 3% and a 30 year would be at 3.5%. An SSA bond at 20 years would be at 5% and a 30 year would be at 5.5%. The estimated cost savings, per parcel, of issuing a G.O bond is roughly over \$500 per year which could result in \$10,000 - \$15,000 savings per tap over the life of the bond, depending on if a 20 or 30 year bond is issued.

### General Obligation Bond (G.O.)

One benefit to a G.O bond includes that the bond would most likely be rated, resulting in a lower interest rate. Another benefit is the bond is more marketable, resulting in more potential purchasers. However, a G.O bond would require the Village property tax to be pledged on the bonds if the SSA taxes are insufficient to pay the debt service.

### Special Service Area Bond (SSA)

The benefit to an SSA Bond is that the bond is solely backed by the Special Service Area, so the Village would not be required to pledge its property tax as part of the bond issue. However, SSA bonds would not be rated and the interest rate will be significantly higher than a G.O bond. This could likely result in few purchasers (if any), given the approximate size and length of bond issue, and could delay the project timeline. Finally, a debt service reserve will likely be required, resulting in a greater amount issued and borrowing cost.

### Water Rate

Currently, Chapter 45 of the Municipal Code requires that all water supplied outside the corporate limits of the Village shall be billed at 150% of the charges set forth for residential customers. In an effort to be consistent with previous discussions between elected officials and the unincorporated water customers, staff recommends charging these customers the same rate as incorporated customers. Of the budgeted \$3,700,000 of annual water sales revenue, this change would reduce water sales revenue by approximately \$9,500 a year.

### Water Main Size

The Subdivision Control Ordinance stipulates that the minimum pipe size for all water mains shall be eight inches in diameter. However, this section of the water system can be served by six-inch diameter water main, which is 5-6% less expensive than eight-inch diameter water main and still be well within IEPA specification standards. Staff recommends an edit to the design requirement to allow for this change in design to reduce the cost of the project.

### Water Main Material

The Subdivision Control Ordinance mandates that all new water main must be made of Class 52 ductile iron pipe. Over the past twenty years, HDPE, PVC, and other poly material has become industry standard, and can be considerably less expensive. The Village Engineer has identified that these materials are an acceptable alternative to the more costly ductile iron, and in some cases can be advantageous over traditional ductile iron water main. Plastic resists corrosion caused by organic soils, and is lighter and therefore easier to install. PVC is currently 6-7% less expensive than ductile iron. Staff recommends an edit to the Subdivision Control Ordinance to allow the Director of Public Works to allow for materials other than Class 52 ductile iron to be considered acceptable for future water main construction.

## **FINANCIAL IMPACT**

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Eliminating the requirement to charge unincorporated customers 150% of the regular water rate will result in a loss of approximately \$9,500 in water sales revenue per year.

## **ATTACHMENTS**

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1. Speer Bond Comparison
2. Ordinance amending Chapter 23, the Subdivision Control Ordinance, and Chapter 45 of the Municipal Code

## **RECOMMENDED MOTION**

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Motion to authorize staff to issue the SSA 51 bond as discussed at the Tuesday, August 6 Committee of the Whole meeting.

Motion to amend Chapter 45 of the Municipal Code to eliminate the 150% water rate fees to customers outside the corporate limits of the Village.

Motion to amend Chapter 23, the Subdivision Control Ordinance, of the Municipal Code to allow the Director of Public Works to allow for exceptions to the minimum water pipe size and for materials other than Class 52 ductile iron to be used as water main pipe.

## Village of Lake in the Hills- 2019 Financing Options for SSA #51

Based on current interest rates, we estimate the Village would receive approximately a 3% interest rate on a 20 year G.O. Bond issue and a 3.5% on a 30 year G.O Bond issue. For a SSA Bond issue, it is estimated that the Village would receive a 5% rate on a 20 year term and a 5.5% on a 30 year term. Below are the estimated costs based on these interest rates:

<b>General Obligation Bonds, Series 2019</b>				
	Estimated		Estimated	
Years	Total Debt Service	Average Annual Debt Service	Annual Tax Per Household(64)	
20	\$ 2,553,550	\$ 127,678	\$ 1,995	
30	\$ 3,099,975	\$ 103,333	\$ 1,615	

<b>Special Service Area Bonds, Series 2019</b>				
	Estimated		Estimated	
Years	Total Debt Service	Average Annual Debt Service	Annual Tax Per Household(64)	
20	\$ 3,208,750	\$ 160,438	\$ 2,507	
30	\$ 4,122,725	\$ 137,424	\$ 2,147	

### General Obligation Bonds

**Pros:**

- Bonds would most likely be rated, resulting in a lower interest rate
- Greater marketability, resulting in more potential purchasers

**Cons:**

- Village property tax is pledge on the Bonds if SSA taxes are insufficient to pay debt service

### Special Service Area Bonds

**Pros:**

- The Village would not be pledging its property tax as part of the bond issue

**Cons:**

- Bonds would not be rated, and the interest rate will be significantly higher than a G.O Bond
- Very few purchasers (if any) will be interested given the approximate size and length of bond issue, which could delay the project timeline
- A debt service reserve will likely be required, resulting in a greater par amount and borrowing cost

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2019 - \_\_\_\_\_

**An Ordinance Amending Chapter 23 "Subdivision Control Ordinance"  
and Chapter 45, "Potable Water"  
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.

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

SECTION 1: That Chapter 23 (Subdivision Control Ordinance), of the Lake in the Hills Municipal Code shall be amended to read as follows:

**SECTION 4 REQUIRED IMPROVEMENTS AND DESIGN STANDARDS**

4-4 POTABLE WATER.

Potable water facility design shall be designed in accordance with the Village ordinances and the rules and regulations of the IEPA - Division of Public Water Supplies. All water system improvements shall meet the requirements of the latest editions of the Standard Specifications for Water and Sewer Main Construction in Illinois, the American Water Works Association (AWWA), as well as specific requirements of the Village.

Watermain sizes shall be designed to adequately service the subdivision, including fireflow. All systems must be sized properly to allow for future expansion and may need to be oversized to provide sufficient regional flow.

The required materials and specific standards for watermain construction can be found in the following sections and in the appendices section of this document.

- A. General: All developments shall include provisions for the construction of a water distribution system complete with valves, fire hydrants and other appurtenances and required by this Code. The water supply facility of any building located within the Village shall have said water supply facilities connected to the said water main line. All existing buildings presently within the Village that

are being served by a private well are exempt from this Section until such time that an operational water main is located on any abutting easement or right of way, at which time they will be required to connect onto the Village water main within 90 days after date of official notice to do so. Any and all expenses to connect to the Village water main shall be solely at the owner's expense. Any parcel and/or building located outside the Village shall be required to annex into the Village prior to connection onto the Village water supply and any and all expenses incurred to extend said water supply would be totally at the owner's expense.

B. Specifications: The water distribution system shall be designed in accordance with the grading schedule for Municipal Fire Protection, Insurance Services Office recommended fire flows; Illinois EPA Division of Public Water Supply Technical Policy statements and these Engineering Standards.

C. Design:

1. A complete water distribution system shall be designed to serve the entire development. The water mains shall be of adequate size to supply the required domestic consumption and fire flow demands throughout the system. The design engineer shall submit calculations showing flows in the system at various locations are adequate for domestic consumption and fire flow demand with a required minimum twenty-five psi residual pressure.

2. Design Flows: Domestic and Fire Protection: For purposes of water main design, maximum day flows shall be based on the following:

	<u>Location or Type</u>	<u>Domestic</u>	<u>Fire Flow</u>
a. Residential			
	Single family, detached	100 gpcd	1500 gpm
	Single Family, attached (townhome) w/approved firewall	100 gpcd	2000 gpm
	Multi-family	100 gpcd	3000 gpm
b. Office		50 gpcd	3000 gpm
c. Commercial		60 gal/ employee/ shift	6000 gpm
d. Industrial		75 gal/ person/shift	6000 gpm

Flow shall be calculated using a 'C' factor of one hundred (100), ignoring fittings, and with a minimum residual pressure of twenty-five (25) psi.

3. Pipe Size: the minimum water main pipe size shall be eight inches (8") diameter unless otherwise approved by the Director of Public Works.

4. Fire Hydrants:

- a. Hydrants shall be installed at all street intersections and at maximum three hundred foot (300') spacing along the lengths of streets.
- b. When a building to be occupied will be set back two hundred fifty feet (250') or more from a street or is located more than three hundred feet (300') from a hydrant, additional hydrants shall be installed such that one hydrant shall be located at the entrance to the building and hydrants shall be provided around the perimeter of the building at maximum two hundred fifty feet (250') spacing measured along access roads. Such hydrants shall be installed not more than fifty feet (50') nor less than twenty-five feet (25') from the building.
- c. Fire hydrant spacing and location plans shall be submitted to the applicable fire district for review and approval.

5. Valves and Vaults:

- a. Valves shall be located on water mains so as to be able to isolate sections of main from the entire system with minimum disruption of service.
- b. Valves shall be installed so that not over eight hundred feet (800') of water main, with services, will be shut off at any time. Transmission lines with no service connections shall have valves located so that not over twelve hundred feet (1200') of main will be shut off at any time. Valves on water mains servicing single family residential areas shall be installed so that no more than eight hundred feet (800') of water main and/or no more than twenty-five (25) units shall be affected when shutting off a section of main, or as approved by the Village.
- c. Valves shall be located so that it will require no more than four (4) valves to be closed to isolate a section of water main.
- d. Valve vaults are required on all valves two and one-half inches (2-1/2") or larger. Valve vaults shall be sixty inch (60") inside diameter or larger with concentric cones or as approved by the Village.

6. Thrust Blocks: Thrust blocks shall be required, along with tie roads and retaining glands (Megalugs), at all hydrant tees and bends. Thrust Blocks shall be pre-cast, except where poured concrete is detailed on the Engineering Details in Appendix I. Poured concrete shall be placed so as not to limit access to bolts, tie rods, or retaining glands.
7. Depth of Water Main: All water mains shall be constructed a minimum of 6 feet (6'0") and a maximum of 8 feet (8'0") below final grade unless otherwise approved by the Director of Public Works.
8. Separation of Water Mains and Sewers: Separation and protection of water mains from sewers shall comply with the Illinois EPA Division of Public Water Supplies Technical Policy Statements, latest edition.
9. Service Connections:
  - a. All water service lines shall be designed with a minimum diameter necessary to provide adequate domestic and fire flow use.
  - b. Water service line servicing single-family residences shall be a minimum of one-inch (1") diameter.
- D. Allowable Materials:
  1. Water Main Pipe:
    - a. All pipe and casings shall be Class 52 Ductile Iron Pipe unless otherwise approved by the Director of Public Works, Domestic only.
    - b. All pipe shall have a minimum laying length of eighteen feet (18').
    - c. Pipe joints shall be push-on joints or mechanical joints conforming to AWWA C-111 (ANSI 21.11).
    - d. Any watermain in a sleeve must use field-lock gaskets.
    - e. All pipes shall be cement-mortar lined in accordance with AWWA C-104 (ANSI A-21.4).

SECTION 2: That Chapter 45, Potable Water, Section 45.31 "Fees" of the Lake in the Hills Municipal Code shall be amended to read as follow:

The following fees and charges, in addition to and supplementing those previously described herein, be and are hereby established for use and services of the Department facilities:

A. Quarterly Billing Periods: For any usage up to 800 cubic feet per quarterly billing period the charge shall not be less than \$46.09. Any usage over 800 cubic feet per quarterly billing

period shall be charged at a rate of \$3.59 per 100 cubic feet.

B. Monthly Billing Periods: For any usage up to 300 cubic feet per monthly billing period, the charge shall be not less than \$15.36. Any usage over 300 cubic feet per monthly billing period shall be charged at a rate of \$3.59 per 100 cubic feet.

~~C. Metered water supplied outside the corporate limits of the Village shall be 150 percent of the charges set forth in Subsection 45.31-A and 45.31-B herein.~~

C.D. Construction Water: Temporary service fees shall be \$25.00.

DE. Meter Charge: Up to and including one-inch meters, \$680.00 for an entire meter or \$340.00 for a partial meter consisting of either the meter body only or the meter head/register only. The meter charge must be paid at time of application for service.

EF. Meter Inspection/Reinspection Fees: \$100.00 per unit.

FG. Water tap-in fees to be charged for connecting onto the potable water system are as follows and must be paid at the time of application for service:

1. Single-family equivalent dwelling unit including townhouses \$11,800.00 per unit.
2. Multiple-family dwelling units:
  - a. One bedroom unit, \$6,500.00 per unit.
  - b. Two bedroom unit, \$9,740.00 per unit.
  - c. Three bedrooms or more unit, \$11,800.00 per unit.
3. The Village Engineer shall review the water service size for commercial, industrial and multiple dwelling units and advise the Building and Zoning Division of the Community Development Department and Department as to the water service size required. The cost of the Engineer's review shall be charged to the customer and must be paid prior to occupancy of the building. The Tap-in fees shall be as follows:

1" Connection	\$11,800.00
1½" Connection	\$16,650.00

1½" Connection                    \$22,650.00

2" Connection                    \$34,380.00

3" Connection                    \$67,260.00

4", 6", and 8" Connections To be determined by staff recommendation at the time of permit application

4. Fire service connections shall not be subject to any tap-in fees.
5. Reconnection fee for cross-connection violations shall be \$250.00.

GH. Holiday and after hours service call fees not determined to be emergencies by the Superintendent will be billed at the rate of \$75.00 per hour plus support equipment.

HI. Hydrant Meter Use Fee: Hydrant meter use hours are 8:00 am to 3:00 pm Monday through Friday. Hydrant meter use available only during the Department's normal business hours.

1. 5/8 inch meter assembly: \$50 for each day of use, plus the cost of water used based on current rates.
2. 2 inch meter assembly: \$200 for each day of use, plus the cost of water used based on current rates.

IJ. Returned Payment Fee: Any account for which a payment is returned to the Village by the financial institution in which it was either deposited into or drawn against shall be assessed a returned payment fee to cover the labor and material costs required to research the origin of the returned payment, record the transaction and provide notification of the returned payment to the property owner and/or occupant. The returned payment fee shall be applicable for all types of returned payments including but not limited to checks, electronic checks, ach payments, wire transfers, and credit cards.

1. If the Village is notified of the returned payment by the property owner or tenant prior to receiving the check back from the financial institution, then the returned payment fee shall be \$5.00 per returned payment.
2. If the Village is not notified of the returned payment by the property owner or tenant prior to receiving the payment back from the financial institution, then the returned payment fee shall be \$25.00 per returned payment.



JK. Collection Fees: In addition to filing lien claims for delinquent charges pursuant to Section 45.09 herein, the Village may also turn the delinquent account over to a collection agency to secure payment in full amount of all delinquent charges and fees. All collection fees including but not limited to the collection agency fee and attorney's costs will be assessed to the account and must be paid in full before the account will be removed from delinquent status.

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: 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 8th day of August 2019 by roll call vote as follows:

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

APPROVED THIS 8TH DAY OF AUGUST, 2019

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

(SEAL)

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

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



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 6, 2019

**DEPARTMENT:** Public Works

**SUBJECT:** Intergovernmental Agreement with McHenry County for Compensatory Storage

## EXECUTIVE SUMMARY

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As part of the McHenry County Randall Road improvement project, the County is required to include storm water storage in the form of large detention areas along the project route to compensate for the amount of new impermeable surface coverage associated with the project. McHenry County staff approached the Village to discuss the feasibility of the County utilizing some of the Lake in the Hills Village-owned property on the west side of Randall Road for this mandated compensatory storm water storage. The specific area in question is west of Randall Road, north of Harvest Gate and south of Starwood Pass, and is adjacent to the second phase of a three year anticipated Illinois Environmental Protection Agency (IEPA) 319 grant-funded streambank stabilization project, currently underway as a Village capital improvement project. The reason the County considered this area for their storm water storage is due to the fact that it would have minimal impact on Village owned property, as there are no homes immediately adjacent to the area, and the property is undevelopable. The project will consist of creating dry bottomed natural planting areas for storm water detention during periods of heavy rain events.

Based on the low impact of the proposed work the County is seeking to perform, Village staff entered into negotiations with the County to find a mutually beneficial outcome to the matter. The tentative agreement reached between Village staff and the County will allow for the County to use some of the streambank improvement area in exchange for the County making a single payment to the Village in the amount of \$200,000.00. This agreement will give the County their needed storm water requirement while at the same time allowing the Village to partially offset the costs to complete the three phase Woods Creek streambank stabilization project. Should the Village consider entering into an Intergovernmental Agreement (IGA) with the County on this matter, the additional cost for design engineering and construction would be borne solely by the County. The County Board passed the draft IGA in July, which is attached to this agenda item.

## FINANCIAL IMPACT

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McHenry County will compensate the Village of Lake in the Hills \$200,000.00 for easement rights to construct compensatory storm water storage on Village property.

## ATTACHMENTS

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1. Draft Intergovernmental Agreement

**RECOMMENDED MOTION**

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Motion to approve the Intergovernmental Agreement between McHenry County and the Village of Lake in the Hills to allow for the use of Village property by McHenry County for compensatory storm water storage

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF LAKE IN THE HILLS AND THE  
COUNTY OF MCHENRY WITH RESPECT TO COMPENSATORY  
STORAGE FOR THE RANDALL ROAD PROJECT**

This Intergovernmental Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Village of Lake in the Hills, a municipal corporation of the State of Illinois, hereinafter referred to as the VILLAGE, and the County of McHenry, acting by and through its County Board, a body politic and corporate of the State of Illinois, hereinafter referred to as the COUNTY. The VILLAGE and COUNTY are collectively sometimes referred to as the PARTIES.

**WITNESSETH:**

**WHEREAS**, the COUNTY and the VILLAGE, in order to facilitate the free flow of traffic, ensure safety to the motoring public, and improve capacity along the Randall Road corridor, desire to improve Randall Road from Acorn Lane/Polaris Drive to Ackman Road within the VILLAGE and the City of Crystal Lake, hereinafter referred to as the “Project”; and

**WHEREAS**, the VILLAGE is planning the stabilization of part of the VILLAGE’s portion of the Woods Creek streambank west of Randall Road that is experiencing severe erosion and for improvements to adjacent wetland, known by the VILLAGE as Woods Creek Reach 11 Streambank Restoration, hereinafter referred to as the “Woods Creek Improvements”; and

**WHEREAS**, the VILLAGE’s portion of the Woods Creek streambank east of Randall Road is also experiencing severe erosion, known by the VILLAGE as Woods Creek Reach 12 Streambank Restoration; and

**WHEREAS**, the VILLAGE is seeking a grant from the Illinois Environmental Protection Agency (IEPA) for the Woods Creek Improvements, hereinafter referred to as the “Village Grant”; and

**WHEREAS**, the Woods Creek Improvements and the Woods Creek Reach 11 Streambank Restoration present an opportunity for the County to provide for current and future compensatory storage needs; and

**WHEREAS**, the COUNTY and VILLAGE, in order to increase engineering efficiencies and reduce cost, desire to coordinate the engineering, permitting, bidding, contracting, and construction of the Woods Creek Improvements to include the Project compensatory storage; and

**WHEREAS**, an Intergovernmental Agreement is appropriate and is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

**WHEREAS**, the COUNTY by virtue of the authority as set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*), and the VILLAGE by virtue of the authority as set forth in the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the PARTIES hereto mutually agree to perform as follows:

1. Recitals. The foregoing recitals are hereby incorporated and made part of this agreement as though fully set forth herein.
2. Village Grant. The PARTIES understand and agree that the Village Grant has not yet been awarded by the IEPA. The VILLAGE shall only be obligated to continue with this agreement if the Village Grant is awarded within twelve (12) months of the execution of this agreement. Should the Village Grant not be awarded as stated, the VILLAGE may terminate this agreement. In the event this agreement is terminated pursuant to this section, COUNTY shall not be obligated to make any of the payments set forth in Section 5 of this agreement.
3. Compensatory Storage. The VILLAGE shall provide the COUNTY with compensatory storage for any floodway storage lost due to the proposed work from the volume of fill or structures placed due to the Project, including, but not limited to:
  - a. 0 CY of compensatory storage for floodway storage lost below the existing 10-year flood elevation;
  - b. 7,300 CY of compensatory storage for floodway storage lost above the existing 10-year flood elevation;1
  - c. any additional compensatory storage for floodway storage lost relating to the Project up to 20% of the amount of compensatory storage for floodway storage granted pursuant to Exhibit B at the time of execution of this agreement;

hereinafter referred to as “Compensatory Storage.” The Compensatory Storage will be located within the Woods Creek Reach 11 Streambank Restoration areas, depicted on Exhibit A, attached hereto and incorporated herein. Further, the VILLAGE agrees to provide the COUNTY with the Compensatory Storage in perpetuity on VILLAGE property and grant an easement to the COUNTY for the same, hereinafter referred to as the “Easement.” Said Easement, in a form substantially as set forth on Exhibit B, attached hereto and incorporated herein, shall be dedicated immediately after determination of the estimated costs so long as the COUNTY remains obligated to continue with this agreement as set forth in Section 4(b)(i) below. The Easement shall be recorded in the McHenry County Recorder’s Office. The PARTIES understand and agree that it may be necessary to revise the Easement set forth in Exhibit B in order to obtain approvals and permits from the Illinois Department of Natural Resources to complete the Woods Creek Improvements and/or the Project and to reasonably cooperate in any revision. The VILLAGE shall not be obligated to grant an easement as described herein for any revision that constitutes more than a 20% increase in the total area

of compensatory storage granted by the legal descriptions found in Exhibit B at the time this agreement is executed.

4. Costs. The PARTIES understand and agree that the estimated costs for the Woods Creek Improvements and inclusion of the Compensatory Storage have not yet been determined.
  - a. Village Costs. The VILLAGE shall pay all costs for the Woods Creek Improvements, including, but not limited to, surveying, obtaining property, permitting, engineering, and constructing.
  - b. County Costs. The COUNTY shall pay all costs for the Compensatory Storage, including, but not limited to, the Easement, surveying, permitting, engineering, and constructing. The COUNTY anticipates the costs to be Eight Hundred Thousand Dollars and No/100 (\$800,000.00) plus contingencies.
    - i. The COUNTY anticipates the cost of the current Compensatory Storage needed for the Project (as set forth in Sections 3(a) and (b) above) will not exceed Six Hundred Thousand Dollars and No/100 (\$600,000.00) plus contingencies. These costs shall be above the costs the VILLAGE incurs for the Woods Creek Improvements.

Once the estimated costs of the current Compensatory Storage needed for the Project (as set forth in Sections 3(a) and (b) above) are developed, the COUNTY shall only be obligated to continue with this agreement if the estimated costs for said Compensatory Storage are Six Hundred Thousand Dollars and No/100 (\$600,000.00) plus contingencies previously appropriated or less. Should the COUNTY's costs be higher and the COUNTY terminates this agreement, the COUNTY agrees to reimburse the VILLAGE for the increased costs above the VILLAGE's total actual costs for the Woods Creek Improvements resulting from the inclusion of the Compensatory Storage incurred prior to the termination.

- ii. The cost of the Easement for the current Compensatory Storage needed for the Project (as set forth in Sections 3(a) and (b) above) any additional Compensatory Storage as set forth in Section 3(c) above is Two Hundred Thousand Dollars and No/100 (\$200,000.00).

5. Payments. Subject to Section 2 and Section 4(b)(i) of this agreement, the COUNTY agrees to pay to the VILLAGE the costs as follows:
  - a. The COUNTY shall pay the VILLAGE fifty percent (50%) of the estimated costs of the current Compensatory Storage needed for the Project (as set forth in Sections 3(a) and (b) above) upon the VILLAGE's award of the bid for the Woods Creek Improvements.
  - b. The COUNTY shall pay the VILLAGE Two Hundred Thousand Dollars and No/100 (\$200,000.00) upon receipt of the signed, dedicated Easement.
  - c. The COUNTY shall pay the VILLAGE the remainder of the actual costs of the current Compensatory Storage needed for the Project (as set forth in Sections 3(a) and (b) above) within thirty (30) days of receipt of an invoice from the VILLAGE after substantial completion of constructing the Woods Creek Improvements and Compensatory Storage. Substantial completion means the construction is sufficiently complete in accordance with the plans and specifications, although punch list items remain to be completed.
6. Maintenance. It is mutually agreed by and between the PARTIES that the VILLAGE shall provide routine maintenance of the Woods Creek Improvements and its property, including any vegetation within the location of the Compensatory Storage, at its sole cost and expense.
7. Lead Agency. The VILLAGE shall be the lead agency for the Woods Creek Improvements, including the Compensatory Storage, which shall include, but not be limited to, making the surveys, obtaining all necessary property, obtaining all necessary permits, preparing plans and specifications, receiving bids and awarding a contract, constructing, furnishing engineering inspections during construction, approving changes, and causing the Woods Creek Improvements, including the Compensatory Storage, to be built in accordance with the plans, specifications, and contract; but which shall not include any communications, design, permitting, or compliance with any regulatory agency regarding the adequacy the Compensatory Storage, all of which shall be the responsibility of the COUNTY. The COUNTY shall remain the lead agency for the Project which shall include, but not be limited to, making the surveys, obtaining all necessary right-of-way, obtaining all necessary permits, preparing plans and specifications, receiving bids and awarding a contract, constructing, furnishing engineering inspections during construction, approving changes, and causing the Project to be built in accordance with the plans, specifications, and contract.
8. County Indemnification. The COUNTY agrees to indemnify, defend, and hold harmless the VILLAGE, its elected officials, its duly appointed officials, agents, employees, and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the actions of the COUNTY as provided by Illinois Law.



9. Village Indemnification. The VILLAGE agrees to indemnify, defend, and hold harmless the COUNTY, its elected officials, its duly appointed officials, agents, employees and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the actions of the VILLAGE as provided by Illinois Law.
10. No Limitation on Authority. It is mutually agreed by and between the PARTIES that nothing contained in this agreement is intended nor shall be construed in any manner or form to limit the power or authority of the COUNTY or the Director of Transportation/County Engineer to maintain, operate, improve, construct, re-construct, repair, build, widen, or expand any COUNTY Highway as best determined and provided by law.
11. No Partnerships. It is mutually agreed by and between the PARTIES that nothing contained in this agreement is intended nor shall be construed, as in any manner or form, creating or establishing a relationship of co-partners between the PARTIES, or as constituting the either party (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of the other party for any purpose, or in any manner, whatsoever. Each party is to be and shall remain independent of the other party with respect to all services performed under this agreement.
12. Severability. It is mutually agreed by and between the PARTIES that the provisions of this agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this agreement.
13. Entire Agreement. It is mutually agreed by and between the PARTIES that the agreement of the PARTIES is contained herein, and that this agreement supersedes all oral agreements and negotiations between the PARTIES relating to the subject matter hereof as well as any previous agreements presently in effect between the PARTIES relating to the subject matter hereof. The PARTIES understand and agree that there are existing intergovernmental agreements between the COUNTY and the VILLAGE previously entered into relating to the Randall Road and Algonquin Road corridors, including the “Intergovernmental Agreement between the Village of Lake in the Hills and the County of McHenry with respect to the Reimbursement of Village of Lake in the Hills Costs for the Randall Road Project” dated \_\_\_\_\_ and passed November 13, 2018 by the COUNTY (R-201811-82-288) and “Intergovernmental Agreement between the Village of Lake in the Hills and the County of McHenry for Right-of-Way Acquisition on Randall Road” dated \_\_\_\_\_ and passed February 20, 2018 by the COUNTY (R-201802-82-054). These intergovernmental agreements shall not affect the responsibilities of the PARTIES for the Woods Creek Improvements or the Compensatory Storage and they shall remain in full force and effect.
14. Modifications. It is mutually agreed by and between the PARTIES that any alterations, amendments deletions, or waivers of any provision of this agreement shall be valid only when expressed in writing and duly executed by the PARTIES.

15. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the PARTIES, their successors and assigns, provided however, that neither party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.

16. Notice. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the PARTIES as follow:

MCHENRY COUNTY DIVISION OF TRANSPORTATION  
16111 Nelson Road  
Woodstock, Illinois 60098  
Attention: Mr. Joseph R. Korpalski, Jr., P.E.  
Director of Transportation/County Engineer

VILLAGE OF LAKE IN THE HILLS  
600 Harvest Gate  
Lake in the Hills, IL 60156-5995  
Attention: Ms. Jennifer Clough  
Village Administration

17. Choice of Venue. The terms of this agreement will be construed in accordance with the laws of Illinois. The PARTIES agree that the venue for any dispute arising under the terms of this agreement shall be the Twenty-second Judicial Circuit, McHenry County, Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.

18. Signatories. Each person signing below on behalf of one of the PARTIES hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign this agreement on behalf of their party.

**IN WITNESS WHEREOF**, the PARTIES have executed this agreement on the dates indicated.

ATTEST:

VILLAGE OF LAKE IN THE HILLS

\_\_\_\_\_  
Cecilia Carman, Clerk  
Village of Lake in the Hills

\_\_\_\_\_  
Russ Ruzanski, President  
Village of Lake in the Hills  
COUNTY OF McHENRY

ATTEST:

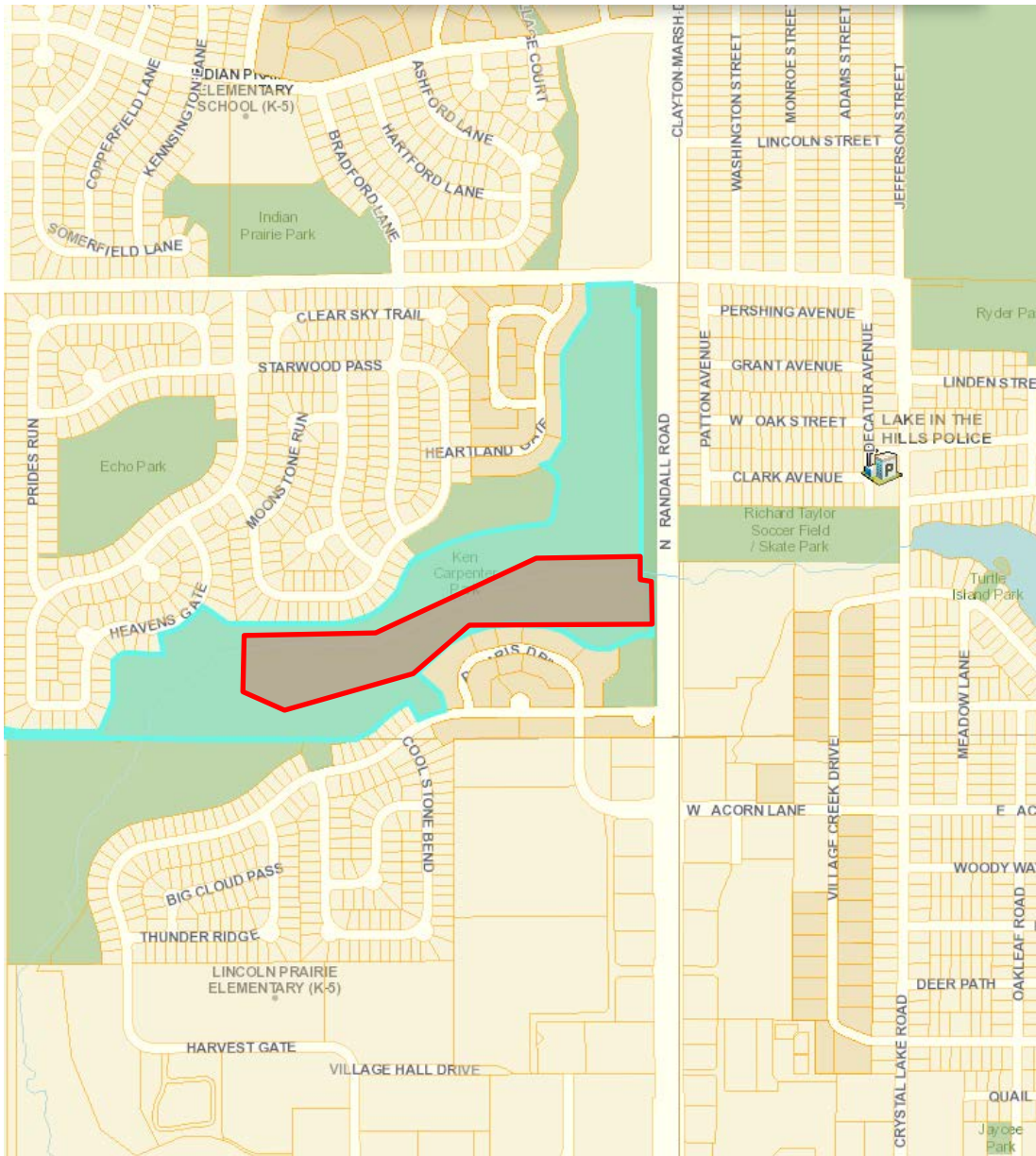
\_\_\_\_\_  
Joseph J. Tirio, Clerk  
McHenry County

\_\_\_\_\_  
Jack D. Franks, Chair  
McHenry County Board

Date: \_\_\_\_\_

# EXHIBIT A

## DEPICTION OF COMPENSATORY STORAGE AREA



### Legend:

*General Easement Location*



**EXHIBIT B**  
**EASEMENT**

After Recording Return To:

McHenry County State's Attorney  
2200 N. Seminary Avenue  
Woodstock, Illinois 60098

Grantor, VILLAGE OF LAKE IN THE HILLS of 600 Harvest Gate, Lake in the Hills, Illinois 60156-5995, a municipal corporation of the State of Illinois, hereby grants an exclusive, perpetual easement to Grantee, the COUNTY OF McHENRY of 2200 N. Seminary Avenue, Woodstock, Illinois 60098, a body politic and corporate of the State of Illinois, its successors and assigns, and no other entity or individual, public or private, except as expressly set forth herein, on the following described property:

Parcel 1:

That part of Outlot K in Northstar Phase 2 according to the plat thereof Recorded July 21, 1995 as Document No. 1995R0028895 being a subdivision of part of Sections 19 and 30, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, more particularly described as follows: Commencing at the northeast corner of Outlot F of Northstar Phase 1 according to the plat thereof Recorded July 27, 1994 as Document No. 1994R0044959; thence South 89 degrees 36 minutes 25 seconds West along the southerly line of said Outlot K also being the northerly line of said Northstar Phase 1, 22.35 feet to the Point of Beginning; thence continuing South 89 degrees 36 minutes 25 seconds West along said southerly line, 82.59 feet; thence South 64 degrees 13 minutes 31 seconds West along said southerly line, 190.00 feet; thence South 89 degrees 43 minutes 26 seconds West along said southerly line, 83.00 feet; thence North 68 degrees 43 minutes 40 seconds West along said southerly line, 75.00 feet; thence North 57 degrees 30 minutes 39 seconds West along said southerly line, 140.00 feet; thence North 72 degrees 30 minutes 43 seconds West along said southerly line, 115.00 feet; thence North 86 degrees 22 minutes 32 seconds West along said southerly line, 165.00 feet; thence South 86 degrees 11 minutes 16 seconds West along said southerly line, 165.00 feet; thence South 73 degrees 11 minutes 45 seconds West along said southerly line, 100.00 feet; thence South 64 degrees 43 minutes 19 seconds West along said southerly line, 147.93 feet; thence South 45 degrees 33 minutes 32 seconds West along said southerly line, 264.59 feet to the most westerly corner of Lot 33 in said Northstar Phase 1 also being the most northerly corner of Outlot E of Big Sky Unit 3A according to the plat thereof Recorded October 5, 1993 as Document No. 1993R0059692; thence South 63 degrees 53 minutes 27 seconds West along said southerly line of Outlot K also being the northerly line of said Outlot E, 270.00 feet; thence South 70 degrees 53 minutes 59 seconds West along said southerly line, 205.30 feet; thence South 56 degrees 09 minutes 48 seconds West along said southerly line, 188.50 feet; thence South 43 degrees 41 minutes 59 seconds West along said southerly line, 102.20 feet; thence South 89 degrees 33 minutes 47 seconds West, 39.17 feet; thence North 18 degrees 09 minutes 32 seconds West, 95.96 feet; thence North 70 degrees 56 minutes 58 seconds West, 234.34 feet; thence North 14 degrees 31 minutes 35 seconds West, 319.82 feet; thence North 87 degrees 56 minutes 52 seconds East, 613.01 feet; thence North 61 degrees 04 minutes 19 seconds East, 1,494.56 feet; thence South 89 degrees 55 minutes 07 seconds East, 439.12 feet to the westerly right of way line of Randall Road per Document No. 2018R0015038; thence South 00 degrees 04 minutes 53 seconds West along said westerly right of way line, 233.93 feet; thence 84.85 feet along said westerly right of way, being a curve to the left, having a radius of 8124.46 feet, the chord of said curve bears South 00 degrees 13 minutes 04 seconds East, 84.85 feet; thence North 89 degrees 33 minutes 01 seconds East along a jog in said westerly right of way line, 49.58 feet; thence 312.74 feet along said westerly right of way, being a curve to the left, having a radius of 8074.87 feet, the chord of said curve bears South 01 degrees 37 minutes 37 seconds East, 312.72 feet to the Point of Beginning, in McHenry County, Illinois. Containing 23.47 acres more or less.

PIN: 19-19-429-015

Said easement shall be for compensatory storage for Grantee due to volume of fill or structures placed in the existing floodplain relating to Randall Road and for any use appurtenant to, associated with or allied thereto, including but not limited to the right, privilege and authority to construct, install, repair, maintain, remove, replace and operate both surface and subsurface improvements, equipment, facilities and related appurtenances upon, across, over, under and through the properties, together with the right of access for ingress and egress to the easement area across adjacent or other properties of the Grantor. Said easement shall run with the land and shall be binding upon Grantor, its heirs, successors, assigns and tenants. Grantee has the right, but not the obligation, at any time, to abate any obstructions placed upon, across, over, under or through the easement area and Grantee's failure to abate shall not constitute a waiver to abate in the future or any other right or remedy; however, Grantee may, in its sole discretion, cause to relocate any landscaping located in the easement area obstructing the compensatory storage (which relocation may also be within the easement area). Any costs incurred by Grantee, or its agents and sub-contractors, to abate said obstructions shall be paid for by the party responsible for the obstruction. In the event that Grantee brings or defends an action to enforce and/or interpret its rights under this easement, it shall be reimbursed those attorney's fees and costs associated with any such action by said party responsible for the obstruction. In the event Grantor, its heirs, successors or assigns desires to grant any additional easement or right over, on, across, or under this easement, a granting of cross easement rights and permission would first need to be requested (without guarantee of future granting) and negotiated from and with Grantee, and Grantee would need to signify their granting of such (provided it is the decision of Grantee to so grant) by a signature of authorization from the County on said potential future easement documentation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

VILLAGE OF LAKE IN THE HILLS

\_\_\_\_\_  
Cecilia Carman, Clerk  
Village of Lake in the Hills

\_\_\_\_\_  
Russ Ruzanski, President  
Village of Lake in the Hills



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 6, 2019

**DEPARTMENT:** Public Works

**SUBJECT:** **Award a Contract for the Reach 10 319 Grant Woods Creek Streambank Restoration Project**

## EXECUTIVE SUMMARY

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The Lake Restoration Fund is responsible for the quality of the lakes and streambanks located in the Village. The Lake Restoration Fund is not part of the General Fund, but instead is a capital fund that is used to finance projects that improve storm water quality throughout the Village. The Village's current plan to improve storm water quality consists of a three-phase project to stabilize its portion of the Woods Creek streambank - before performing channel dredging to remove silt and sediment. Each phase of the streambank stabilization project will span two consecutive fiscal years and the area referred to as Reach 10 is the first phase of project.

In August 2018, the Illinois Environmental Protection Agency notified the Village that its application for a 319 streambank stabilization grant was approved, and that 60% of all approved project costs would be reimbursed for the design, oversight and construction.

During the budget process last October, staff had discussed the project costs for the 2019 budget year, and contemplated a total estimate of \$255,000, which is what has been budgeted in the Lake Restoration Fund. However, that amount includes design engineering and construction oversight, but did not include the construction costs that will be billed for the 2019 portion of this project. Although the intent was to perform this work during the 2019 and 2020 fiscal year, and the Lake Restoration Fund's purpose is to fund this project, due to this communication misunderstanding the construction portion of the work is not included in the 2019 Lakes Restoration Fund budget. However, staff recognizes the importance of the project, the necessity to stabilize the stream banks prior to dredging in a future year, the advantageous position of having already received the 319 grant for this work, and the fact that the project was anticipated to have been funded next year, staff recommends approving the work to occur this year.

On July 24, the Village opened five sealed bids for the Reach 10 restoration project. The five bids ranged from a low of \$599,411.60 from Applied Ecological Services, to a high of \$1,257,747.00. The engineer's estimate for this work was \$741,400.00. HR Green and Village staff recommend awarding the contract to Applied Ecological Services to take advantage of the advantageous price and the 319 grant funding which may not be available to the Village if the project is delayed. The letter of recommendation from HR Green and the bid tabulation are attached for your consideration.

## FINANCIAL IMPACT

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Funding for this project will be paid for from the Lakes Fund.



## **ATTACHMENTS**

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1. HR Green Award Recommendation

## **RECOMMENDED MOTION**

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Motion to award this contract to Applied Ecological Services of Huntley, Illinois for the 2019/2020 Reach 10 restoration project in the amount of \$599,411.60.



▷ 420 North Front Street | Suite 100 | McHenry, IL 60050  
Main 815.385.1778 + Fax 815.385.1781

▷ [HRGREEN.COM](http://HRGREEN.COM)

July 26, 2019

Mr. Dan Kaup  
Director of Public Works  
Village of Lake in the Hills  
9010 Haligus Road  
Lake in the Hills, IL 60156

RE: Village of Lake in the Hills – Woods Creek Reach 10 Restoration Project  
HR Green Job No. 180926

Dear Mr. Kaup:

The Village of Lake in the Hills received five (5) bid proposals for the construction of the Woods Creek Reach 10 Restoration Project at the bid opening on July 24, 2019. The five (5) bids ranged in price from a low bid of \$599,411.60 submitted by Applied Ecological Services, to a high bid of \$1,257,747.00 submitted by Copenhaver Construction and represents competitive pricing for work of this nature. See the attached bid tabulation for further information. IT should be noted that the low bid was a bid alternative for the project while the high bid represented a base bid for the project.

We have analyzed the bid documents and checked them for accuracy and find Applied Ecological Services of Huntley, IL to be the lowest qualified bidder. HR Green recommends award of the contract to Applied Ecological Services in the amount of \$599,411.60. As with all unit price contracts, the final project amount will be determined after completion of the work.

Please let me know if you have any questions or need any additional information.

Sincerely,

HR GREEN, INC.

A handwritten signature in black ink that reads "Chad J. Pieper".

Chad J. Pieper, P.E.  
Village Engineer

CJP/

Attachment

cc: file

J:\2018\180926\Design\Bid\ltr-072619-Recommendation of Award.docx



HR Green, Inc.  
420 N. Front Street  
McHenry, IL 60050

Date: 07/26/19

Village of Lake in the Hills - Woods Creek Reach 10 Restoration Project			Engineer: Pieper	ENGINEER'S ESTIMATE										
180926			Bids Rec'd: 5	Applied Ecological Svc		V3 Construction Group		Encap Inc		Semper Fi Yard		Copenhaver		
DESCRIPTION	UNIT	QTY	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
CONSTRUCTION LAYOUT	L SUM	1	\$ 3,500.00	\$3,500.00	\$10,220.00	\$ 10,220.00	\$ 15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$ 7,150.00	\$ 7,150.00	\$ 34,000.00	\$ 34,000.00
PERIMETER EROSION BARRIER	FOOT	1,203	\$ 3.50	\$4,210.50	\$ 3.42	\$ 4,114.26	\$ 5.25	\$ 6,315.75	\$ 4.50	\$ 5,413.50	\$ 4.30	\$ 5,172.90	\$ 4.00	\$ 4,812.00
TEMPORARY FENCE	FOOT	3,001	\$ 6.50	\$19,506.50	\$ 3.91	\$ 11,733.91	\$ 2.25	\$ 6,752.25	\$ 3.50	\$ 10,503.50	\$ 4.95	\$ 14,854.95	\$ 3.00	\$ 9,003.00
INLET AND PIPE PROTECTION	EACH	6	\$ 200.00	\$1,200.00	\$ 194.00	\$ 1,164.00	\$ 300.00	\$ 1,800.00	\$ 650.00	\$ 3,900.00	\$ 280.00	\$ 1,680.00	\$ 50.00	\$ 300.00
TEMPORARY DITCH CHECKS	FOOT	150	\$ 15.00	\$2,250.00	\$ 7.01	\$ 1,051.50	\$ 24.00	\$ 3,600.00	\$ 28.00	\$ 4,200.00	\$ 12.60	\$ 1,890.00	\$ 15.00	\$ 2,250.00
STABILIZED CONSTRUCTION ENTRANCE	SQ YD	56	\$ 50.00	\$2,800.00	\$ 314.00	\$ 17,584.00	\$ 110.00	\$ 6,160.00	\$ 75.00	\$ 4,200.00	\$ 80.50	\$ 4,508.00	\$ 35.00	\$ 1,960.00
TEMPORARY STREAM CROSSING	L SUM	1	\$ 5,000.00	\$5,000.00	\$11,147.00	\$ 11,147.00	\$ 15,400.00	\$ 15,400.00	\$ 7,000.00	\$ 7,000.00	\$14,350.00	\$ 14,350.00	\$ 92,000.00	\$ 92,000.00
DEBRIS JAM REMOVAL	EACH	44	\$ 200.00	\$8,800.00	\$ 198.00	\$ 8,712.00	\$ 300.00	\$ 13,200.00	\$ 300.00	\$ 13,200.00	\$ 895.00	\$ 39,380.00	\$ 100.00	\$ 4,400.00
TREE REMOVAL, ACRES	ACRE	8.86	\$ 6,000.00	\$53,160.00	\$ 4,663.00	\$ 41,314.18	\$ 3,700.00	\$ 32,782.00	\$ 2,400.00	\$ 21,264.00	\$ 7,500.00	\$ 66,450.00	\$ 2,500.00	\$ 22,150.00
CLEARING AND GRUBBING	ACRE	8.86	\$ 4,500.00	\$39,870.00	\$ 757.00	\$ 6,707.02	\$ 4,700.00	\$ 41,642.00	\$ 3,750.00	\$ 33,225.00	\$ 5,000.00	\$ 44,300.00	\$ 2,500.00	\$ 22,150.00
EARTH EXCAVATION	CU YD	2,222	\$ 40.00	\$88,880.00	\$ 71.00	\$ 157,762.00	\$ 36.50	\$ 81,103.00	\$ 80.00	\$ 177,760.00	\$ 113.50	\$ 252,197.00	\$ 45.00	\$ 99,990.00
TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1,601	\$ 10.00	\$16,010.00	\$ 16.00	\$ 25,616.00	\$ 18.70	\$ 29,938.70	\$ 40.00	\$ 64,040.00	\$ 34.40	\$ 55,074.40	\$ 15.00	\$ 24,015.00
SOIL PREPARATION	ACRE	12.33	\$ 900.00	\$11,097.00	\$ 247.00	\$ 3,045.51	\$ 2,150.00	\$ 26,509.50	\$ 1,000.00	\$ 12,330.00	\$ 427.00	\$ 5,264.91	\$ 2,000.00	\$ 24,660.00
HERBICIDE TREATMENT - SELECTIVE	ACRE	7.48	\$ 800.00	\$5,984.00	\$ 437.00	\$ 3,268.76	\$ 800.00	\$ 5,984.00	\$ 1,900.00	\$ 14,212.00	\$ 290.00	\$ 2,169.20	\$ 6,000.00	\$ 44,880.00
SEEDING (SPECIAL - WET PRAIRIE/SEDGE MEADOW)	ACRE	0.85	\$ 4,200.00	\$3,570.00	\$ 2,245.00	\$ 1,908.25	\$ 1,100.00	\$ 935.00	\$ 2,000.00	\$ 1,700.00	\$ 3,900.00	\$ 3,315.00	\$ 10,000.00	\$ 8,500.00
SEEDING (SPECIAL - WET WOODLAND/SAVANNA)	ACRE	0.54	\$ 4,500.00	\$2,430.00	\$ 3,929.00	\$ 2,121.66	\$ 4,700.00	\$ 2,538.00	\$ 5,400.00	\$ 2,916.00	\$ 4,400.00	\$ 2,376.00	\$ 12,000.00	\$ 6,480.00
SEEDING (SPECIAL - WET MESIC SAVANNA/PRAIRIE)	ACRE	9.79	\$ 3,500.00	\$34,265.00	\$ 2,690.00	\$ 26,335.10	\$ 2,500.00	\$ 24,475.00	\$ 3,600.00	\$ 35,244.00	\$ 3,300.00	\$ 32,307.00	\$ 7,000.00	\$ 68,530.00
SEEDING (SPECIAL - MESIC PRAIRIE)	ACRE	1.16	\$ 3,100.00	\$3,596.00	\$ 3,190.00	\$ 3,700.40	\$ 1,850.00	\$ 2,146.00	\$ 3,200.00	\$ 3,712.00	\$ 3,700.00	\$ 4,292.00	\$ 7,000.00	\$ 8,120.00
MULCH, METHOD 2 - STRAW MULCH	ACRE	7.89	\$ 3,000.00	\$23,670.00	\$ 1,195.00	\$ 9,428.55	\$ 1,800.00	\$ 14,202.00	\$ 3,000.00	\$ 23,670.00	\$ 2,085.00	\$ 16,450.65	\$ 2,000.00	\$ 15,780.00
EROSION CONTROL BLANKET - S75	SQ YD	10,990	\$ 2.00	\$21,980.00	\$ 1.21	\$ 13,297.90	\$ 1.75	\$ 19,232.50	\$ 2.25	\$ 24,727.50	\$ 2.10	\$ 23,079.00	\$ 2.00	\$ 21,980.00
EROSION CONTROL BLANKET - SC-150-BN	SQ YD	7,870	\$ 3.25	\$25,577.50	\$ 2.18	\$ 17,156.60	\$ 3.65	\$ 28,725.50	\$ 4.00	\$ 31,480.00	\$ 3.80	\$ 29,906.00	\$ 2.50	\$ 19,675.00
STONE RIPRAP, CLASS A1	SQ YD	1,736	\$ 50.00	\$86,800.00	\$ 33.00	\$ 57,288.00	\$ 40.00	\$ 69,440.00	\$ 60.00	\$ 104,160.00	\$ 28.65	\$ 49,736.40	\$ 24.00	\$ 41,664.00
STONE RIPRAP, CLASS A5	SQ YD	1,736	\$ 110.00	\$190,960.00	\$ 96.00	\$ 166,656.00	\$ 108.50	\$ 188,356.00	\$ 125.00	\$ 217,000.00	\$ 94.00	\$ 163,184.00	\$ 103.00	\$ 178,808.00
CROSS VANE SPECIAL	EACH	6	\$ 6,500.00	\$39,000.00	\$ 5,581.00	\$ 33,486.00	\$ 7,570.00	\$ 45,420.00	\$ 7,500.00	\$ 45,000.00	\$ 7,500.00	\$ 45,000.00	\$ 15,000.00	\$ 90,000.00
J-HOOK SPECIAL	EACH	3	\$ 5,000.00	\$15,000.00	\$ 2,534.00	\$ 7,602.00	\$ 5,300.00	\$ 15,900.00	\$ 4,000.00	\$ 12,000.00	\$ 8,300.00	\$ 24,900.00	\$ 11,000.00	\$ 33,000.00
REMOVE LANDSCAPE ITEMS	FOOT	164	\$ 20.00	\$3,280.00	\$ 17.00	\$ 2,788.00	\$ 17.00	\$ 2,788.00	\$ 27.00	\$ 4,428.00	\$ 42.00	\$ 6,888.00	\$ 10.00	\$ 1,640.00
TEMPORARY FLOW BYPASS	L SUM	1	\$ 25,000.00	\$25,000.00	\$21,285.00	\$ 21,285.00	\$177,179.80	\$ 177,179.80	\$10,000.00	\$ 10,000.00	\$34,000.00	\$ 34,000.00	\$213,000.00	\$ 213,000.00
PROJECT SIGN	EACH	1	\$ 1,000.00	\$1,000.00	\$ 1,022.00	\$ 1,022.00	\$ 1,575.00	\$ 1,575.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
EDUCATIONAL SIGN	EACH	2	\$ 1,500.00	\$3,000.00	\$ 1,278.00	\$ 2,556.00	\$ 3,800.00	\$ 7,600.00	\$ 6,000.00	\$ 12,000.00	\$ 2,900.00	\$ 5,800.00	\$ 5,000.00	\$ 10,000.00
MONITORING AND MAINTENANCE	YEAR	3	\$ 6,000.00	\$18,000.00	\$ 9,036.00	\$ 27,108.00	\$ 26,100.00	\$ 78,300.00	\$25,000.00	\$ 75,000.00	\$17,800.00	\$ 53,400.00	\$ 50,000.00	\$ 150,000.00
<b>Total =</b>				\$ 741,396.50		\$ 697,179.60		\$ 965,000.00		\$ 992,785.50		\$ 1,011,075.41		\$ 1,257,747.00
AS-CORRECTED														
<b>Bid Alternate - Item 11A</b>			UNIT	QTY	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Earth Excavation - Alternate			CU YD	2222	\$ 27.00	\$ 59,994.00	\$ 43.50	\$ 96,657.00	\$ 50.00	\$ 111,100.00	\$ 91.00	\$ 202,202.00	\$ 28.00	\$ 62,216.00
						\$599,411.60		\$980,554.00		\$926,125.50		\$961,080.41		\$62,216.00
														\$1,219,973.00



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 6, 2019

**DEPARTMENT:** Public Works

**SUBJECT:** Award a Contract for the Well 6 Generator Replacement Project

## EXECUTIVE SUMMARY

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As part of the Village's generator replacement schedule, the generator at Well 6 was approved in the 2019 budget for replacement. Village staff authored a Request For Proposal (RFP) and in July, the RFP invitation was sent to 11 generator companies, posted on the Village's website, and published in the Northwest Herald. On July 26, 2019, three RFP submittals were received and pricing ranged from a low price of \$92,200.00 from MAG Construction Company ("MAG") of Highland Park, IL, to a high price of \$131,777.00.

The Village has not worked with MAG before; however, MAG provided references from multiple well-established customers, and public entities and all references provided positive feedback regarding the services they received from MAG. Additionally, MAG has a 27-year history and has an A+ rating from the Better Business Bureau. It should be noted that MAG will use subcontractors for part of the installation work; however, Village staff have reviewed the work history of MAG's subcontractors and Village staff are confident that they can perform their portion of the installation work. As such, Village staff recommend entering into a contract with MAG for this project.

## FINANCIAL IMPACT

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The Village's 2019 budget includes \$150,000.00 in the Water Fund for this project. The contract award amount of \$92,200.00 is under budget by \$57,800.00.

## ATTACHMENTS

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

## RECOMMENDED MOTION

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Motion to award a contract to MAG Construction Company of Highland Park, IL, for the Well 6 Generator Replacement Project in the amount of \$92,200.00.

Lake in the Hills Public Works Department

MEMORANDUM

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**To: Dan Kaup, Public Works Director**  
**From: Scott Parchutz, Superintendent of Public Properties**  
**Date: July 30, 2019**  
**Subject: Recommendation to accept the RFP submittal from MAG Construction Company**

I recommend that we accept the RFP submittal from MAG Construction Company to replace the generator at Well 6 in the amount of \$92,200.00. A request for proposal was published in the local paper and the RFP invitation was sent to 11 generator companies. On July 26, three sealed bids were opened for the new replacement generator for Well 6. The bids ranged from a low of \$92,200.00 from MAG Construction Company to a high of \$131,777.00. MAG Construction Company is a general contractor who must sub-out the labor to install this generator to professionals in the industry who can, and the two companies they have submitted meet the Villages requirements for the work (Bassett Electrical Contracting and Charles Equipment).

MAG Construction Company supplied a low bid of \$92,200.00. MAG Construction Company provided references from multiple well-established customers, and public entities. All provided positive feedback on the capability and quality of service from them. They are a medium sized company that has a 27 year history, and has an A+ rating from the Better Business Bureau. Staff is confident MAG can install and warranty its products for the specified amount of time outlined in the request for proposal.

I recommend that we accept the RFP submittal from MAG Construction Company to replace the generator at Well 6 in the amount of \$92,200.00. The Village's 2019 budget includes \$150,000.00 in the Water Fund for this project. The contract award amount of \$92,200.00 is under budget by \$57,800.00.

# Lake in the Hills Public Works Department

## MEMORANDUM

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**To:** Dan Kaup, Public Works Director  
**From:** Scott Parchutz, Public Properties Superintendent  
**Date:** July 26<sup>th</sup>, 2019  
**Subject:** Well 6 Generator Replacement Project RFP Results

The RFP opening for the Well 6 Generator Replacement Project was held at the Public Works Facility on Friday, July 26<sup>th</sup>, 2019 at 10:00 a.m. Those present at the RFP opening were Pepe Magnani of MAG Construction Company, as well as Peter D'Agostino, Management Analyst and Sunni Butler, Administrative Specialist of the Village of Lake in the Hills. The RFP results were as follows:

<b>COMPANY</b>	<b>BID AMOUNT</b>
Rush Power Systems LLC; Belvidere IL	\$109,754.00
AMS Mechanical Systems Inc.; Woodridge, IL	\$131,777.00
MAG Construction Company; Highland Park, IL	\$92,200.00

The RFP opening concluded at 10:13 a.m. The RFP submittals will be reviewed and Village staff plan to make a recommendation to the Village Board at the August 6th, 2019 Village Board Meeting.

APPENDIX 4

email  
joe@magconstruction.com

VILLAGE OF LAKE IN THE HILLS  
BID CERTIFICATION FORM

**Well 6 Generator Replacement Project**

Contractor's Name: MAB Construction Co.  
Address: 629 Homewood Avenue  
Highland Park, IL 60035  
Contact Person: Joseph C. Magnani  
Telephone Number: 847-432-7783

**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 the lump sum of Ninety Two Thousand Two Hundred Dollars (\$ 92,200 )

Proposed Manufacturer/Model of Generator Blue Star 200 KW / 250 KVA

Proposed Manufacturer/Model of ATS Blue Star

Copy of Manufacturer's Warranty(s) attached: Yes  No

**Optional bid item**

Please provide a not-to-exceed price to extend the equipment manufacturer's warranty period from twenty-four months to sixty months \$ \_\_\_\_\_

**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 Well 6 Generator Replacement Project, they will completely perform the contract in strict accordance with its terms and conditions by December 18, 2019.

**5. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Well 6 Generator Replacement Project, in accordance with the following specifications as described on the specifications page.

**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 8:00 AM this 26<sup>th</sup> day of July, 2019.

By: [Signature]  
(Signature)

Its: President  
Title

Joseph C. Magnani, being duly sworn, deposes and states that he/she is the \_\_\_\_\_  
President of MAG Construction Co. and that the statement above is

true and correct. Subscribed and sworn before me this 26<sup>th</sup> day of July, 2019

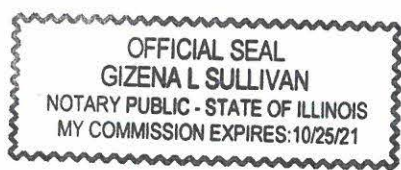
[Signature]  
Notary Public

(NOTARY STAMP)

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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





## CAPITAL ASSET REQUEST FORM

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

### NAME OF ASSET OR PROJECT TITLE:

Well 6 Generator

### TOTAL EXPECTED COST:

\$150,000.00

### DESCRIPTION:

Well 6 Generator

### CATEGORY:

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

### CRITERIA:

- 1: The Well 6 generator is original to the building and has provided the facility and Village water system many years of dependable back-up power during outages. Due to its age, parts for this generator are no longer available. It is no longer a reliable piece of equipment and it must be replaced.
- 2: The Well 6 generator has reached the end of its usable life and must be replaced in order to provide back-up power to this water producing facility and will do so for the next 25 years.
- 3: The Village has two production facilities within the low pressure zone of the water system, one of which is Well 6. This facility is the only facility in that zone with a backup generator, making this piece of equipment critical to water production on the east side of the Village during power outages.

Not replacing this equipment will increase the likelihood that the Village will not be able to produce enough water to keep up with demand during power outages.

