



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

JANUARY 25, 2022
7:30 P.M.

AGENDA

In light of the current COVID-19 public health emergency and Governor J.B. Pritzker's Gubernatorial Disaster Proclamation, the Village President has determined that an in-person meeting of all members of the Board and other attendees is not practical or prudent because of the disaster. This meeting may be attended remotely. The Village encourages anyone who wishes to address the Village Board to submit a written statement to be read aloud at the meeting. Please submit such a written statement to Village Administrator Fred Mullard at fmullard@lith.org by **4pm on January 25, 2022**. You may also join the meeting remotely by using your phone and dialing 1-571-317-3122, access code 180-717-469. When you join the meeting, please announce yourself as a member of the public. If you wish to comment, you will be allowed to do so during the Audience Participation portion of the meeting. Please be aware that the meeting will be recorded.

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. The public comment may be no longer than 3 minutes in duration.

4. Staff Presentations

A. Administration

1. Informational Item concerning the Status of Strategic Plan – Goal: Provide a wide array of outstanding Parks and Recreation programs to enhance quality of life for Village residents
2. Award of Purchase for the 2022 Laptops & Desktops

B. Public Works

1. Award a Contract for the 2022 Asphalt Parking Lot and Bike Path Replacement Project
2. Award a Contract for the Purchase of an Equipment Trailer
3. Award of Purchase for a Mini-Excavator
4. Solar Project Lease Option Agreement Extension
5. Ordinance amending Crawford, Murphy & Tilly, Inc.'s standard schedule of hourly charges for Professional Engineering Services at the Lake in the Hills Airport from January 1, 2022 through December 31, 2022

C. Community Development

1. Informational Item concerning Section 18 Off-Street Parking and Loading

- 5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Dustin
 - 1. Planning and Zoning Commission Liaison Report
 - D. Trustee Bojarski
 - E. Trustee Murphy
 - F. Trustee Anderson
 - 1. Parks and Recreation Board Liaison Report
- 6. Village President
- 7. 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: _____



INFORMATIONAL MEMORANDUM

MEETING DATE: January 25, 2022
DEPARTMENT: Administration
SUBJECT: Strategic Goals Update

EXECUTIVE SUMMARY

In November of 2021, The Village Board adopted Strategic Plan Goals and Objectives. A total of five goals were adopted along with supporting objectives for each goal. Staff has prepared initiatives to achieve each objective. The time frames anticipated for achieving each objective range from April through December of 2022, with some continuing annually thereafter. The information below is intended to provide the Board with an update on what the staff is working on to achieve the goal, "Provide a wide array of outstanding parks and recreation programs to enhance quality of life for Village residents."

This goal has three objectives, which are listed below, along with updates on their initiatives:

1. Review prior year's successful programs and research current industry trends in recreation programs to effectively use existing and planned infrastructure and improve the demand for our programming
 - a. Quarterly review the ability to increase community engagement and participation through programs and events while effectively using existing infrastructure
 - Staff continuously reviews and analyzes events and programs. With limited indoor space for programming, staff has expanded outdoor event offerings.
 - New for winter:
 - MLK Day Events: LITH Ice Bowl Disc Golf Tournament, New Frozen Footgolf, and Come Read with Us! Over 40 people attended and enjoyed the outdoors.
 - Winter Weekend at Woods Creek Lake: Pond Hockey Tournament, Come Read with Us, new Youth Pond Hockey, Ice Fishing Derby, and new Chili Off and Cookie Bake-off.
 - New Winter Wiffleball.
 - New teen skate park trip.
 - Senior programming is currently being reviewed and will incorporate some changes this spring.
 - b. Develop and implement a new strategy of value based recreational programming that meets participants' personal and social values by April 2022
 - Recreation staff determined a list of attributes that contribute to personal and social values which will be considered when developing programs and events. These attributes are physical wellbeing, mental wellbeing, stretching skills, socialization, reducing screen time, safety, inclusivity, enriching relationships, nature, culture, and uniquely LITH.
 - Programs and events will contain at least four of these attributes.
 - Marketing material for programs and events is incorporating messages pertaining how the program or event is contributing to the different attributes that contribute to a person's personal and social value.

- Event surveys include asking what attributes were achieved from the event.
 - c. Evaluate where target audiences are spending their recreation time and/or money by October 2022
 - Program and event statistics are analyzed each quarter. Statistics include participation numbers, net revenue, margins, cost recovery, and overall satisfaction.
 - Program statistics are shared with the Park and Recreation Board four times a year.
 - d. Identify whether there are barriers to program registrations and utilize technology to assist in streamlining the process by May 2022
 - Staff has recognized the inefficiency of checking in participants at ticketed events. A barcode scanner has been purchased and will enable staff to check-in participants more efficiently.
2. Update and improve parks infrastructure to make the facilities more comprehensive and attract more regional users
 - a. Annually review and identify parks and facilities capable of administering a quality experience for youth, teens, or adults and develop a seasonal program plan rotation and implementation
 - Each season, prior to activity guide development, staff meets and plans program and event sites to use.
 - During the winter, events were planned at Linda K. Fischer Park, Sunset Park, Village Hall outside grounds, Indian Trail Beach, LaBahn Hain House, Larsen Park, Village Hall indoor space, and Ken Carpenter Park.
 - b. Revise Parks Master Plan to identify shortfalls and improve recreational facilities by December 2022
 - A Request for Proposal (RFP) for the Parks Master Plan is in the process of being developed. Staff plans to issue the RFP in March, with selection to be made before mid-year.
 3. Create new partnerships with other parks and recreation organizations to improve the efficiency, effectiveness, and breadth of our programming
 - a. Annually identify new opportunities to co-op with other recreation organizations to maximize the Village's return for a variety of events
 - Recreation staff has planned events with the Algonquin Area Public Library, including storytime and use of the library's Makermark room.
 - The Girls Scouts are donating bingo prizes and will volunteer at the Daddy Daughter Date Night.
 - Oasis, The Oaks of Algonquin, and Kindred Hospice are donating bingo prizes and will be guest bingo callers.
 - b. Semi-annually review the partnership with NISRA by consulting on major community event plans to ensure inclusion opportunities for all populations
 - Staff met with NISRA in December. A NISRA family timeslot was added to the Daddy Daughter Date event.

FINANCIAL IMPACT

None.

ATTACHMENTS

None.

SUGGESTED DIRECTION

None.



REQUEST FOR BOARD ACTION

MEETING DATE: January 25, 2022

DEPARTMENT: Administration

SUBJECT: Award of Purchase for 2022 Laptops and Desktops

EXECUTIVE SUMMARY

Staff is seeking the Board's approval to award the purchase of the 2022 Laptops and Desktops to CDW Government LLC in the amount of \$36,860.55.

As was discussed at the January 13 meeting, Staff developed a five year replacement schedule for all 127 of the Village's PC's and laptops. The FY22 budget included funds to replace 28 of these units which were either over 5 years old and/or beyond their useful life. The Village issued a bid for the purchase of this equipment, along with a server for the Police Department's new PenLink software program. Unfortunately, the bid responses contained multiple errors, which resulted in the Board rejecting all bids and waiving the competitive bidding process.

This action allowed Staff to work directly with the company who had submitted the lowest bid to correct the quantity errors they initially submitted and verify the accuracy of all part numbers. In doing so, the company agreed to honor the line item rates they had submitted during the bid, but applied those rates to the correct equipment and updated the quantities to reflect the Village's requirements, bringing the adjusted cost to a total of \$36,861. While this is \$1,611 over the budgeted amount for FY22, it remains the lowest of all those who had previously bid.

The MIS Staff reviewed the submission and found that CDW Government LLC was able to provide us with a quote using the original bid numbers, specifications, and cost. A detailed summary of this quote has been attached as Exhibit A.

FINANCIAL IMPACT

A total of \$35,250 was budgeted in the General Fund for equipment replacements. Staff is requesting \$36,860.55, which exceeds the budgeted amount by \$1,611.

ATTACHMENTS

1. CDWG Quote for Laptops and Desktops

RECOMMENDED MOTION(s)

Motion to award the purchase of the 2022 Laptops and Desktops to CDW Government, LLC in the amount of \$36,860.55.

QUOTE CONFIRMATION



DEAR JOE NEILON,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MMQT093	12/6/2021	MMQT093	3050732	\$36,860.55

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Dell Latitude 5421 - 14" - Core i5 11500H - vPro - 8 GB RAM - 256 GB SSD Mfg. Part#: JKFHH Contract: MARKET	13	6606186	\$1,442.45	\$18,751.85
Dell Docking Station WD19S - docking station - USB-C - HDMI, 2 x DP, USB-C Mfg. Part#: DELL-WD19S180W Contract: MARKET	13	6416317	\$252.17	\$3,278.21
Dell OptiPlex 5090 - SFF - Core i5 11500 2.7 GHz - 8 GB - SSD 256 GB Mfg. Part#: 9GHMY Contract: MARKET	15	6607164	\$809.71	\$12,145.65
DELL CTO 5820 I9-10900X 2/32 Mfg. Part#: 3000107069381 Contract: MARKET	1	6795171	\$2,684.84	\$2,684.84

PURCHASER BILLING INFO	SUBTOTAL	\$36,860.55
Billing Address: VILLAGE OF LAKE IN THE HILLS ACCTS PAYABLE 600 HARVEST GATE LAKE IN THE HILLS, IL 60156-3398 Phone: (847) 960-7400 Payment Terms: NET 30-VERBAL	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$36,860.55
	DELIVER TO Shipping Address: VILLAGE OF LAKE IN THE HILLS JOE NEILON 600 HARVEST GATE LAKE IN THE HILLS, IL 60156-3398 Phone: (847) 960-7400 Shipping Method: NiteMoves Local Super-Saver	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Kristen Meyer

(866) 809-9889

krismey@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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REQUEST FOR BOARD ACTION

MEETING DATE: January 25, 2022

DEPARTMENT: Public Works

SUBJECT: Award a Contract for the 2022 Asphalt Parking Lot and Bike Path Replacement Project

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract to Champion Paving of Hampshire, IL, for the 2022 asphalt parking lot and bike path replacement projects, for an amount not to exceed \$195,415.

Staff released a Request for Proposal (RFP) for parking lot and bike path asphalt work on December 10, 2021. The RFP invitation was sent to fifty-seven vendors, posted on the Village’s website, and published in the *Northwest Herald*. Public Works received and opened fourteen sealed proposals on January 12, 2022. Champion Paving of Hampshire, IL was the lowest responsible bidder at \$195,415. The Village has previously contracted with Champion Paving for parking lot replacements and has been satisfied with their service and the company. The RFP results, a recommendation letter, and the bid certification form are attached for your review.

FINANCIAL IMPACT

The 2022 Village Budget includes monies for this project across four different funds. As shown in the table below, all four project locations are under budget. In total, this project is under budget by \$38,585.

Fund	Budget Account	Project Location	Budget Amount	Low Bid	Over/Under Budget
Capital	490.00.00.80.08	Sunset Park - Parking Lot	\$130,000	\$114,195	\$15,805
SSA 2	308.00.00.80.12	Sunset Park - Bike Path	\$51,000	\$37,350	\$13,650
SSA 6	328.00.00.80.12	Reed Road - Bike Path	\$23,000	\$19,000	\$4,000
General	100.30.32.61.08	Bark Park - Parking Lot	\$30,000	\$24,870	\$5,130
			<u>\$243,000</u>	<u>\$195,415</u>	<u>\$38,585</u>

ATTACHMENTS

1. RFP Results
2. Recommendation Letter
3. Bid Certification Form
4. Capital Asset Forms

RECOMMENDED MOTION

Motion to award a contract to Champion Paving of Hampshire, IL, for the 2022 asphalt parking lot and bike path replacement projects, for an amount not to exceed \$195,415.00.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Guy Fehrman, Streets Superintendent
Date: January 12, 2022
Subject: RFP Results – 2022 Asphalt Parking Lot and Bike Path Projects

The RFP opening for the 2022 Asphalt Parking Lot and Bike Path Projects was held at the Village of Lake in the Hills Public Works Facility today at 9:00 a.m. In attendance from the Village of Lake in the Hills were Guy Fehrman – Streets Superintendent who read the bids aloud, Scott Parchutz – Public Properties Superintendent, Tom Dunn – Streets Crew Lead and Sunni Butler – Administrative Assistant I – acting as recorder. Vendors in attendance included Charlie Soderquist – Everlast Blacktop Inc, Daniel Najera – Evans & Sons Black Top Inc, Matt Mertes – Accu-Paving Co., Cameron Waterworth – Champion Paving Corp, Connor Schroeder – Schroeder Asphalt, LeRoy Geske III – Geske & Sons, Tyler Kedske – R.B Enterprises, Bill McMahon – Advantage Paving, Brad Manko – Maneval Construction and Jeff Wozny – Arrow Road Construction. The Village received the following RFP submittals:

Company	Bid Amount	
Evans & Sons Black Top Inc - West Chicago, IL	Location One:	\$177,284.08
	Location Two:	\$44,858.05
	Location Three:	\$24,670.69
	Location Four:	\$43,304.17
	Total:	\$290,116.99
Maneval Construction Co, Inc - Ingleside, IL	Location One:	\$141,300.00
	Location Two:	\$54,100.00
	Location Three:	\$24,500.00
	Location Four:	\$48,100.00
	Total:	\$268,000.00
Arrow Road Construction - Elk Grove Village, IL	Location One:	\$150,950.00
	Location Two:	\$52,000.00
	Location Three:	\$27,750.00
	Location Four:	\$38,000.00
	Total:	\$268,700.00

Everlast Blacktop Inc - Elgin, IL	Location One:	\$169,356.00
	Location Two:	\$59,810.00
	Location Three:	\$32,860.00
	Location Four:	\$49,800.00
	Total:	\$311,826.00
Geske & Sons, Inc - Crystal Lake, IL	Location One:	\$154,533.76
	Location Two:	\$40,602.93
	Location Three:	\$22,108.00
	Location Four:	\$59,375.99
	Total:	\$276,620.68
Schroeder Asphalt Services, Inc - Huntley, IL	Location One:	\$123,000.00
	Location Two:	\$46,000.00
	Location Three:	\$20,000.00
	Location Four:	\$50,000.00
	Total:	\$239,000.00
Advantage Paving Solutions, Inc - Joliet, IL	Location One:	\$185,030.00
	Location Two:	\$61,855.00
	Location Three:	\$25,150.00
	Location Four:	\$43,010.00
	Total:	\$315,045.00
Accu-Paving Co. - Broadview, IL	Location One:	\$138,900.00
	Location Two:	\$58,320.00
	Location Three:	\$24,350.00
	Location Four:	\$42,050.00
	Total:	\$263,620.00
Champion Paving Corp. - Hampshire, IL	Location One:	\$114,195.00
	Location Two:	\$37,350.00
	Location Three:	\$19,000.00
	Location Four:	\$24,870.00
	Total:	\$195,415.00
Chadwick Contracting Company - Lake in the Hills, IL	Location One:	\$121,500.00
	Location Two:	\$40,150.00
	Location Three:	\$24,250.00
	Location Four:	\$32,900.00
	Total:	\$218,800.00

Troch McNeil Paving Company, Inc - Elk Grove Village, IL	Location One:	\$121,697.00
	Location Two:	\$49,912.00
	Location Three:	\$23,897.00
	Location Four:	\$48,090.00
	Total:	\$243,596.00
Chicagoland Paving Contractors Inc. - Lake Zurich, IL	Location One:	\$160,000.00
	Location Two:	\$35,000.00
	Location Three:	\$20,000.00
	Location Four:	\$25,000.00
	Total:	\$240,000.00
R.B. Enterprises - Aurora, IL	Location One:	\$153,772.00
	Location Two:	\$39,036.00
	Location Three:	\$19,489.00
	Location Four:	\$33,819.00
	Total:	\$246,116.00
ALamp Concrete Contractors, Inc - Schaumburg, IL	Location One:	\$175,670.00
	Location Two:	\$53,175.00
	Location Three:	\$31,840.00
	Location Four:	\$39,001.00
	Total:	\$299,686.00

The RFP opening concluded at 9:39 a.m. Village staff will review the RFP submittals and plan to make a recommendation to the Village Board of Trustees at an upcoming Village Board of Trustees meeting.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Director of Public Works
From: Guy Fehrman, Streets Superintendent
Date: January 12, 2022
Subject: Recommendation to Award a Contract for Asphalt Parking Lot and Bike Path Projects to Champion Paving

I recommend awarding the contract to Champion Paving for the asphalt parking lot and bike path projects and a P.O in the amount of \$195,415.00 for 2022.

A request for proposal was emailed to fifty-seven prospective bidders. The RFP was posted on the Village's website, and published in the local paper. On January 12, 2022 fourteen sealed bids were opened. Champion Paving was low bid at 195,415.00. Champion Paving has previously been contracted by the Village for parking lot replacements and has been satisfied with their service and the company.

The 2022 Village Budget includes \$234,000.00 for the asphalt parking and bike path projects in the Capital Improvement Funds.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM
2022 Asphalt Parking Lot and Bike Path Projects

CONTRACTOR'S NAME: Champion Paving Corp.
ADDRESS: P O Box 610 Hampshire, IL
60140

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;

Location	Price (Not-to-exceed)
Location One: Sunset Park Parking Lot Replacement (5200 Miller Road)	\$ 114,195.00
Location Two: Sunset Park Bike Path Replacement (5200 Miller Road)	\$ 37,350.00
Location Three: Reed Road Bike Path Overlay	\$ 19,000.00
Location Four: Bark Park Parking Lot Replacement (9027 Haligus Road)	\$ 24,870.00

TOTAL (locations 1, 2, 3 & 4) \$ 195,415.00

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 2022 Asphalt Parking Lot and Bike Path Projects, [he/she] will completely perform the contract in strict accordance with its terms and conditions by the completion dates listed in the RFP specifications.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said 2022 Asphalt Parking Lot and Bike Path Projects, 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 2022 Asphalt Removal and Installation 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 the rates listed in the RFP specifications .

Dated at 8:00 AM this 12th day of January, 2022

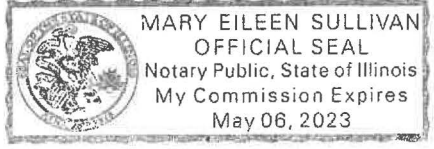
By: Jeanmarie Sullivan
(signature)

Its: Vice President / Owner
Title

Jeanmarie Sullivan, being duly sworn, deposes and states that he/she is the Vice President / owner of Champion Paving Corp and that the statement above is true and correct. Subscribed and sworn before me this 12th day of January, 2022

Mary Eileen Sullivan
Notary Public

(NOTARY STAMP)



VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 2022

By: _____
(signature)

Title: _____

CAPITAL ASSET REQUEST FORM

FUND:	SSA 2
DEPARTMENT:	Public Works
DIVISION:	Streets

NAME OF ASSET OR PROJECT TITLE:

Sunset Park Bike Path

TOTAL EXPECTED COST:

\$51,000

CATEGORY:

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

ASSET CONDITION:

- Excellent
- Good
- Fair
- Poor

DESCRIBE CURRENT USE, NEED, COST, AND IMPACT:

The Sunset Park bike path provides a safe area for pedestrians to walk or ride their bikes to athletic fields, parks, and nearby events. Each year, staff evaluates the condition of the bike paths in the Village. Based on this assessment, bike paths are then prioritized in a replacement schedule. At an average of ten years old, two sections of the Sunset Park bike path have been identified as a high priority replacement. These sections have seen more rapid deterioration because they are utilized by Village vehicles to give staff access to service the park area.

Delaying the resurfacing of these bike path sections will require extensive maintenance to keep the bike path sections functional, will result in higher replacement costs at a later date, and may create safety risk. Resurfacing the 650 feet of bike path is estimated to cost \$51,000. When the replacement takes place, the bike path sections will be widened and thickened to improve vehicle access and slow future deterioration.



CAPITAL ASSET REQUEST FORM

FUND:	SSA 6
DEPARTMENT:	Public Works
DIVISION:	Streets

NAME OF ASSET OR PROJECT TITLE:

Bike Path Resurfacing - Reed Road E & Ann-Nor

TOTAL EXPECTED COST:

\$23,000

CATEGORY:

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

ASSET CONDITION:

- Excellent
- Good
- Fair
- Poor

DESCRIBE CURRENT USE, NEED, COST, AND IMPACT:

The Reed Road bike path was installed in 1994 and provides a safe area for pedestrians to walk or ride their bikes to nearby schools, events, athletic fields, and parks. The Village's portion of the bike path begins at Exner Marsh and runs west for 0.4 miles.

Each year, staff evaluates the condition of the bike paths in the Village. Based on this assessment, bike paths are then prioritized in a replacement schedule. At 27 years old, the Reed Road bike path has been identified as a high priority replacement. Where necessary, crack sealing has occurred over the years, but it is not a long-term solution to the pavement's current condition.

Delaying the resurfacing of the bike path will require extensive maintenance to keep the bike path functional, will result in higher replacement costs at a later date, and may result in safety risk. Resurfacing the 0.4 of bike path is estimated to cost \$23,000.



CAPITAL ASSET REQUEST FORM

FUND:	Capital Improvement Fund
DEPARTMENT:	Public Works
DIVISION:	Streets

NAME OF ASSET OR PROJECT TITLE:

Sunset Park Middle Parking Lot Replacement

TOTAL EXPECTED COST:

\$130,000

CATEGORY:

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

ASSET CONDITION:

- Excellent
- Average
- Fair
- Poor

DESCRIBE CURRENT USE, NEED, COST, AND IMPACT:

The middle parking lot at Sunset Park provides a necessary area for motorists to park their vehicles while attending community events, ballgames, and visiting the parks. It was installed in 1997 and has reached the end of its usable life at 24 years old.

Each year, staff evaluates the condition of the parking lots in the Village. Based on this assessment, each parking lot is given a condition rating. The parking lots with the lowest rating are prioritized in the replacement schedule.

Delaying the replacement of the deteriorated parking lot will require extensive maintenance to keep the asset function. It could also increase to cost of replacement in the future.





REQUEST FOR BOARD ACTION

MEETING DATE: January 25, 2022

DEPARTMENT: Public Works

SUBJECT: Award a Contract for the Purchase of an Equipment Trailer

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract to Russo Power Equipment of Schiller Park, IL, for the purchase and delivery of an equipment trailer, for an amount not to exceed \$31,500.

The 2022 Village budget includes funds to replace trailer unit number 56, which is a 24-year old trailer used by the streets division to haul equipment. The replacement trailer that the streets division intends to purchase is longer in length with an increased load capacity which will allow staff to use one trailer (instead of two) to transport the skid steer, the roller and all other equipment needed to perform asphalt repairs/replacements. Village staff released a Request for Proposal (RFP) for an equipment trailer on December 10, 2021. The RFP invitation was sent to sixteen vendors, posted on the Village's website, and published in the *Northwest Herald*. Public Works received and opened two sealed proposals on January 12, 2022. Russo Power Equipment of Schiller Park, IL was the lowest responsible bidder at \$31,500. Village staff has purchased equipment from Russo Power Equipment before and has been satisfied with their service and the company. The RFP results, a recommendation letter, and the bid certification form are attached for your review.

After the bid opening, staff contacted vendors to find out why they did not participate. Vendors indicated that price fluctuations and shipping delays from manufacturing companies has made it difficult to participate in competitive bids for trailers.

FINANCIAL IMPACT

The 2022 Village budget includes \$30,000 for the purchase and delivery of an equipment trailer in the Capital Improvement Fund. The total cost for the equipment trailer is \$31,500, which is \$1,500 over budget. The increased cost for the trailer is due to a substantial rise in steel pricing during the COVID-19 pandemic. Although this purchase is over budget, staff do not anticipate that a budget amendment will be needed to the Capital Improvement Fund as other recent purchases have been under budget. For example, the aerial lift truck purchase was \$19,354 under budget and the street sweeper purchase was \$50,642 under budget.

ATTACHMENTS

1. RFP Results
2. Recommendation Letter
3. Bid Certification Form
4. Equipment Trailer Specifications and Photo

5. Capital Asset Form

RECOMMENDED MOTION

Motion to award a contract to Russo Power Equipment of Schiller Park, IL, for the purchase and delivery of an equipment trailer, for an amount not to exceed \$31,500.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Guy Fehrman, Streets Superintendent
Date: January 12, 2022
Subject: RFP Results – 2022 Equipment Trailer Purchase

The RFP opening for the 2022 Equipment Trailer Purchase was held at the Village of Lake in the Hills Public Works Facility today at 10:00 a.m. In attendance from the Village of Lake in the Hills were Guy Fehrman – Streets Superintendent, Tom Dunn – Streets Crew Lead and Sunni Butler – Administrative Assistant I – acting as recorder. No Vendors were in attendance. The Village received the following RFP submittals:

Company	RFP Amount
Russo Power Equipment - Schiller Park, IL	\$31,500.00
R.A. Adams Enterprises, Inc - McHenry, IL	\$33,500.00

The RFP opening concluded at 10:09 a.m. Village staff will review the RFP submittals and plan to make a recommendation to the Village Board of Trustees at an upcoming Village Board of Trustees meeting.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Director of Public Works
From: Guy Fehrman, Streets Superintendent
Date: January 12, 2022
Subject: Recommendation to Purchase an Equipment Trailer from Russo Power Equipment

I recommend awarding the purchase contract to Russo Power Equipment for the purchase of an equipment trailer and a P.O in the amount of \$31,500.00 for 2022.

A request for proposal was emailed to sixteen prospective bidders. The RFP was posted on the Village's website, and published in the local paper. On February 12, 2022 two sealed bids were opened for the equipment trailer. Russo Power Equipment was low bid at 31,500.00. Village staff has purchased equipment from Russo Power Equipment before and has been satisfied with their service and the company.

The increased cost for the trailer is due to a substantial rise in steel pricing during the COVID-19 Pandemic. The cost savings on the aerial lift truck and street sweeper purchases this year in the Capital Improvement Fund would cover the additional \$1,500.00 needed to purchase the trailer.

The 2022 Village Budget includes \$30,000.00 for the purchase and delivery of an equipment trailer in the Capital Improvement Fund.

**APPENDIX 3
VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM
Equipment Trailer Purchase**

CONTRACTOR'S NAME: Russo Power Equipment
ADDRESS: 9525 W. Irving Park Rd
Schiller Park IL 60176
PHONE NUMBER: 847-678-9525

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 \$31,500 Dollars (\$ 31,500)
thirty one thousand & five hundred

Proposed Manufacturer and Model of Equipment Trailer Midsota NFBHB36-BP-220
(A copy of the manufacturer's warranty, specifications and a color picture of the proposed equipment trailer must be included with your RFP submittal)

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.

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" are the total costs for the delivery of item(s) to their designated locations ready for use.

4. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said Equipment Trailer Purchase, in accordance with the following specifications as attached.

5. 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.

Dated at _____ this 11 day of JANUARY, 2022.

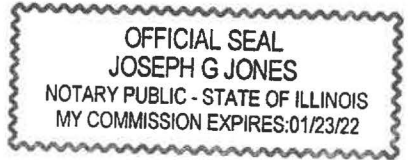
By: [Signature]
(signature)

Its: Business Development
Title

PAUL STEREL, being duly sworn, deposes and states that he/she is the BUSINESS DEVELOPMENT of RUSSO Power EQUIPMENT and that the statement above is

true and correct. Subscribed and sworn before me this 11 day of JANUARY, 2022

(NOTARY STAMP) [Signature]
Notary Public



VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 2022

By: _____
(signature)

Title: _____



Quotation

Quote To: Russo Power Equipment, Inc.
9525 W Irving Park Road
Schiller Park, IL 60176
United States

Quote Number:	46361	Contact:	
Quote Date:	12/20/21	Expires:	01/19/22
Customer:	RUSSO POWER	Inquiry:	
Salesman:	Bryan Schlangen	Terms:	Net 10 Days
Ship Via:	Best Way	Phone:	(847) 678-9525
FOB:	Avon, MN		

Part Number

<u>Item</u>	<u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	FB36BP-HB FB Tandem axle BUMPER PULL Deck-over Trailer - Standard Features: 102" wide X 432" long - forward self-adjusting brakes - 235/80 R16 E range tires (3,520lb.) - 30 ton pintle coupler -10' Hydraulic beavertail - Hydraulic pump - Deep cycle battery - A-frame toolbox with lid - rub rail and stake pockets - 10,000lb drop leg jack - 16" cross member spacing - L.E.D lights - green treated decking - 34" deck height - 22,000lb GVWR - bead blasted and painted with 2-part polyurethane paint - 5- year frame warranty!		1	
2	OA90027-HUTCH12 Axle Upgrade, 12,000lb Hutch suspension system, FB and FBT, from 10,000lb axles.		1	
3	OJ90064-1-2 Jack upgrade, Hydraulic tongue jacks, Dual, Replaces Single Manual 12,000lb Jack with Dual Hydraulic tongue jacks on units equipped with hydraulics on board. HV, HVO, HE, HS, FFRD, (ST, STWB, TB, TBWB with hydraulic on board)		1	
4	O90215 Sliding winch track (strap winch) mounted on the passengers side of trailer unless specified. Priced per foot of trailer length.		36	
5	O90216 Sliding winch, Winch 4"		8	
6	O90217 Winch strap, 4" x 30' 15,000lb cap.		8	

Part Number

<u>Item</u>	<u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
7	O90112 Tool Box, Steel Underbody toolbox - Installed Driver SIDE in front of duals unless otherwise specified, (14 x 16 x 36 black, stainless t-handle)		1	
8	O90060-SPMV D-Ring, Pin in mount, D-ring for use in stake pockets with rubrail on Flatbeds Only (Not for use on dump trailers or anything with sides) 6,000lb working load and 18,000lb breaking strength. Galvanized		4	
9	OC90050 Paint color Black.		1	
10	SC45		1	

By

Midsota



CAPITAL ASSET REQUEST FORM

FUND:	Capital Improvement Fund
DEPARTMENT:	Public Works
DIVISION:	Streets

NAME OF ASSET OR PROJECT TITLE:

#56 Trailer (1998)

TOTAL EXPECTED COST:

\$30,000

CATEGORY:

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

ASSET CONDITION:

- Excellent
- Average
- Fair
- Poor

DESCRIBE CURRENT USE, NEED, COST, AND IMPACT:

The 1998 Redi-Haul trailer used year-round to haul equipment and other items needs replacement. The 24-year-old piece of equipment has reached the end of its useful life and shows signs of wear. The fenders are rusting, the axles and suspension are original to the piece of equipment, and the trailer only has a 12,000 lb. capacity. With a new skid steer and attachments purchased last year, the trailer is under-rated for the equipment.

The Streets Division seeks to replace the trailer with a longer-length trailer with increased load capacity. Without the replacement, the division will continue to use the additional vehicles and trailers needed to haul equipment for asphalt patching. This need will increase labor, fuel, vehicle, and equipment costs.





REQUEST FOR BOARD ACTION

MEETING DATE: January 25, 2022
DEPARTMENT: Public Works
SUBJECT: Purchase of a Mini-Excavator

EXECUTIVE SUMMARY

Staff seeks Board approval to purchase a mini-excavator from Atlas Bobcat of Elk Grove, IL, through the Sourcewell Purchasing Cooperative in the amount of \$57,246.

The Fiscal Year 2022 (FY22) Village budget includes \$55,000 for the purchase of a mini-excavator. This equipment would be a new addition to the Village fleet. Staff submitted this request into the FY22 budget after determining that it would be more cost-effective to utilize a smaller machine than the current backhoe for certain excavations. When used instead of the backhoe, the mini-excavator will cause less damage to landscaping and parkways, saving time and resources on restorations due to its smaller footprint. Staff reviewed machines from different manufacturers; John Deere, Kubota, Bobcat, and Case and believe that a Bobcat brand mini-excavator best fits the needs of the department. Atlas Bobcat provided the Village with a quote for a new mini-excavator at a cost of \$57,246 in accordance with Sourcewell Purchasing Cooperative pricing. Cooperatives, such as the Sourcewell Purchasing Cooperative, are aggregated joint purchasing programs that receive competitive bid prices for vehicles and equipment for governmental purchase. Chapter 17.08 of the Municipal Code recognizes joint purchasing programs as an acceptable substitute to a formal competitive bid.

FINANCIAL IMPACT

The Village's FY22 budget includes \$55,000 for the purchase of the mini-excavator from the Water Fund. The total cost for the mini-excavator is \$57,246, which is \$2,246 over budget. Although this purchase is over budget, staff do not anticipate that a budget amendment will be needed as the Water Fund currently has sufficient funds because the hydro-excavator purchase will be \$12,988.80 under budget.

ATTACHMENTS

1. Mini-Excavator Specifications
2. Capital Asset Form

RECOMMENDED MOTION

Motion to approve the purchase of a mini-excavator from Atlas Bobcat of Elk Grove, IL, through the Sourcewell Purchasing Cooperative in the amount of \$57,246.

Bobcat

E42-R2

Long Arm

COMPACT EXCAVATOR

Effective December 4, 2019

These bid specifications are to be used as guidelines when assisting purchasing agents and governmental specification writers in writing specs for excavators.

It is not the intent of these specifications to cover all details of design or construction. The unit shall be fully equipped to perform the work intended and shall be a new, current production model.

For individual assistance in preparing detailed specifications, contact the Product Management and/or Product Training Departments in the West Fargo, ND office at 701-241-8700.

****Specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual Bobcat equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.***

For the most up-to-date Bid Specs go to BobcatNET >>Excavators>>E42>>Bid Specs

COMPACT EXCAVATOR BID SPECIFICATIONS (4-5 TON)

MACHINE WEIGHTS & PERFORMANCE – MUST MEET THE FOLLOWING SPECIFICATIONS

Operating Weight (Includes Standard Equipment and 24 in. Bucket)	
- With Canopy	10425 lbs. (4729 kg)
- With Cab, Heat/Air Conditioning	10709 lbs. (4858 kg)
- Add for Steel Tracks	+ 22 lbs. (10 kg)
- Add for Angle Blade Option	+ 346 lbs. (157 kg)
Arm Digging Force	5083 lbf. (22610 N.)
Bucket Digging Force	9601 lbf. (42707 N.)
Rated Lift Capacity (3000mm @ ground, blade down)	4797 lbs. (2176 kg)

WORKING RANGE– MUST MEET THE FOLLOWING SPECIFICATIONS

Maximum Radius of Working Equipment.....	223.8 in. (5685 mm)
Maximum Reach at Ground Level	218.5 in. (5550 mm)
Maximum Working Equipment Radius with Boom at Maximum Height	91.4 in. (2322 mm)
Maximum Blade Lift Height.....	14.3 in. (363 mm)
Maximum Blade Drop Depth.....	20.0 in. (509 mm)
Maximum Height of Working Equipment with Arm Retracted	160.3 in. (4072 mm)
Maximum Bucket Tooth Height.....	210.6 in. (5348 mm)
Maximum Dump Height	155.3 in. (3944 mm)
Maximum Depth of Vertical Wall which can be excavated.....	96.1 in. (2440 mm)
Minimum Range of Motion – (Optional Hydraulic Angle Blade)	25° Left / 25° Right
Maximum Dig Depth shall be no less than.....	136.3 in. (3463 mm)
Minimum Bucket Pivot Angle	186°

DIMENSIONS – MUST MEET THE FOLLOWING SPECIFICATIONS

Clearance, Upper structure to Groundline	23.7in. (601 mm)
Groundline to Top of Engine Cover	64.3 in. (1633 mm)
Length of Track on Ground.....	71.1 in. (1806 mm)
Machine Centerline to Blade – Standard Blade	66.7 in. (1693 mm)
Machine Centerline to Blade – w/ Angle Blade Option	80.4 in. (2042 mm)
Blade Height	14.7 in. (373 mm)
Blade Width	72.8 in. (1850 mm)
Minimum Radius in Travel Position.....	152.5 in. (3874mm)
Overall Length of Track Assembly.....	89.1 in. (2263 mm)
Overall Length in Travel Position	201.7 in. (5124 mm)
Overall Height	99.1 in. (2518 mm)
Minimum Turning Radius.....	73.0 in. (1854 mm)
Rear Swing Clearance.....	49.2 in. (1250 mm)
- Tail swing over hang shall be no more than 12.5 in. (317.5 mm)	
- There shall be no protrusion from swing cylinder casting during boom swing left.	
- Boom swing left shall be no less than 75°	
- Boom swing right shall be no less than 50°	

HYDRAULIC SYSTEM – MUST MEET THE FOLLOWING SPECIFICATIONS

- System shall utilize a load sensing, torque limiting variable displacement piston pump.
- Total hydraulic pump capacity shall be capable of providing no less than 26.2 GPM (99.1 L/min)
- Primary auxiliary circuit shall be capable of providing no less than 20.0 GPM (75.7 L/min) for attachment operation.
- Auxiliary relief pressure shall be set at 3045 PSI (210 bar).
- Second auxiliary circuit shall be capable of providing no less than 12.0 GPM (45.4 L/min) for attachment operation.
- Hydraulic reservoir tank shall be made of resin.
- Variable flow auxiliary hydraulics shall be standard equipment.
 - Shall include flush-face quick couplers.
- Control valve shall be a 9 spool, closed center, individually compensated valve.
 - Shall include detent position for blade float function.
- Cylinders shall be a double-acting type.
- Boom and Arm cylinders shall have end of stroke cushioning.
- Cylinders shall have inertia welded rods and bases at the ends of the cylinders.
- Hydraulic system shutdown shall be provided as standard equipment.
- A hydraulic oil cooler shall be standard equipment.
- Auxiliary quick couplers shall be flush faced couplers and mounted on the arm.
- Drive motors shall be axial piston motors.
- Slew motor shall be axial piston motor.
- Slew speed shall be no less than 9.0 RPM

Hydraulic Function Times

Bucket.....Curl	2.8 Seconds	Dump	2.2 Seconds
Arm (cushion in/out)Retract	3.4 Seconds	Extend	3.1 Seconds
Boom (cushion up) Raise	5.1 Seconds	Lower	3.5 Seconds
Boom Swing			
(cushion left and right)Left	4.2 Seconds	Right	4.5 Seconds
Blade.....Raise	3.8 Seconds	Lower	3.1 Seconds
Blade Angle (Optional)Left	2.0 Seconds	Right	1.3 Seconds

DRIVE SYSTEM – MUST MEET THE FOLLOWING SPECIFICATIONS

- Each track shall be independently driven by a hydraulic axial piston motor.
- Shall utilize a two-stage planetary gear reduction of 45.4:1
- Maximum drawbar pull shall be no less than 8858 lbf. (39878 N).
- Maximum grade-ability (tractive effort) shall be 28°.
- Travel Speeds shall be no less than:
 - Low 1.6 mph (2.6 km/hr)
 - High 3.3 mph (5.2 km/hr)

ENGINE/ELECTRICAL – MUST MEET THE FOLLOWING SPECIFICATIONS

- Excavator shall have a 3-cylinder, liquid-cooled, diesel producing no less than:
 - 42.6 hp (31.4 kW) at 2200 RPM rated engine speed. (SAE Gross)
 - 42.0 hp (31.0 kW) (SAE Net)
- Engine shall produce no less torque than 114.3 ft.–lbs. (155.0 Nm) at 1600 RPM.
- Engine displacement shall be no more than 109.5 in.³ (1.794 L).
- Engine must meet Tier 4 Emission Standards.
- Engine shall meet Tier 4 compliance without the aid of a diesel particulate filter (DPF).
- Engine shall utilize forced lubrication.
- Automatic glow plugs shall be standard equipment.
- Air cleaner shall be a dry replaceable paper cartridge with safety element.
- Air filter shall be a full flow cartridge type filter.
- Alternator shall be 12 volts, delivering no less than 90 amps.
- Battery shall be 12 volts, delivering no less than 650 cold cranking amps @ 0°F (-18°C)
- Starter shall be a 12-volt, gear reduction type delivering 2.7 hp (2.0 kW)
- Engine coolant shall include propylene glycol anti-freeze with freeze protection to -34°F (-37°C)
- Excavator shall be equipped with an Engine Control Unit to electronically monitor and control the performance of the engine.
- The fuel injection system shall include a High-Pressure Common Rail (HPCR).
- Machine Protection shall be provided as standard equipment and shall monitor engine coolant temperature, engine oil pressure, and engine RPM to help prevent engine damage.
- Engine block heater shall be provided as optional equipment to provide easier starting during cold weather.
- Engine accessory belt shall not require adjustments.

CONTROLS – MUST MEET THE FOLLOWING SPECIFICATIONS

- Excavator direction, steering, and travel speed shall be controlled by two hand or foot levers.
 - Thumb buttons control auxiliary hydraulics and boom swing
 - Blade control shall be a separate lever with float function
- Excavator slew, bucket, boom and arm functions shall be controlled by two joysticks.
- High and Low travel speed shall be controlled by a push button on the blade lever
- Excavator Functions shall be selectable between ISO and Standard controls.
- Engine speed control shall be a rotary dial with auto-idle feature.
- Excavator primary auxiliary function shall be controlled by switches on right-hand joystick.
- Service brake (Travel) shall be a hydraulic lock on the motor.
- Parking brake (Travel) shall be a hydraulic lock on the motor.
- Service brake (Slew) shall be a hydraulic lock on the motor.
- Holding brake (Slew) shall be an automatically applied slew brake integrated in motor.
- Engine starting and shutdown functions shall be controlled electrically with a key switch or optional keyless start.

CAPACITIES – MUST MEET THE FOLLOWING SPECIFICATIONS

- Fuel Tank shall be made of polypropylene and have a minimum capacity of 19.0 gal (72.0 L).
- Cooling System (radiator) shall have a minimum capacity of 2.0 gal (7.6 L).
- Engine oil capacity (with oil filter) shall be a maximum 6.7 qts (6.3 L).
- Hydraulic System capacity shall be no more than 14.5 gal (54.9L).
- Hydraulic Reservoir shall have a maximum capacity of 4.0 gal (15.1 L).

UNDERCARRIAGE – MUST MEET THE FOLLOWING SPECIFICATIONS

- Undercarriage shall be a crawler-type tractor design.
- Track Rollers shall be sealed, with reinforced box-section track roller frame.
- Track Adjusters shall be grease-type with shock absorbing recoil springs
- Rubber tracks shall be standard equipment.
- Steel shoe track shall be optional equipment.
- Track width (rubber) shall be no more than 13.8" (350 mm).
- Track width (steel) shall be no more than 11.8" (300 mm).
- Each side will utilize 4 track rollers.
- Excavator shall have multiple tie down points available along the track roller frame.
- Rubber track ground pressure shall not exceed 4.96 psi (34.2 kPa).
- Steel track ground pressure shall not exceed 5.79 psi (39.9 kPa).

INSTRUMENTATION

- The excavator shall be monitored by a combination of gauges and warning lights in front of the operator that monitor the following functions. The system shall alert the operator of monitored excavator malfunctions by way of an audible alarm and visual warning light.
- An instrumentation panel with integrated keyless start, including one owner code, and eight user codes, shall be available.
- Auxiliary Hydraulics shall be activated/ deactivated from the jog shuttle control.
- Auxiliary Hydraulic flows can be selected in increments of 10% from 0-100% of max flow in the display.
- Auto-idle on/off is available via the standard display panel.
- Adjustable auto-idle times can be set in the optional deluxe panel.
- An Eco/fuel savings mode shall be incorporated in the standard and deluxe display panel.
- Auxiliary Hydraulic pressure shall be released using the display panel.

Gauges

- Engine Coolant Temp
- Fuel Level (with audible alert)

Warning Lights

- Engine Coolant Temp
- Engine Oil Pressure
- Fuel Level
- General Warning
- Hydraulic Malfunction
- Battery
- Service Due

Indicators

- Auto Idle
- Auxiliary Mode
- Pre-Heat Glow Plug Auto Countdown
- Two Speed (High Range)
- Seat Belt Reminder Indicator (with time out)
- Primary Aux
- Secondary Aux

Data Display LCD Screen

- Hour meter
- Job Clock
- Tachometer
- Code Retrieval

STANDARD FEATURES MUST INCLUDE:

- Excavator shall feature an Auto-Idle function.
- Excavator shall have Battery Run-down protection.
- Excavator engine throttle shall be located on the right side next to the operator.
- Excavator shall have Auxiliary Hydraulics with Arm-Mounted Flush Face Quick Couplers
- Excavator shall have Control Console Locks
- Excavator shall have Control Pattern Selector Valve (ISO/STD) located under the seat.
- Excavator Dozer Blade with Float shall be standard equipment.
- An integrated 5" Display with jog shuttle shall be standard.
- Engine/Hydraulic Monitor with Shutdown shall be standard equipment.
- Fingertip Auxiliary Hydraulic Control shall be standard equipment.
- Fingertip Boom Swing Control shall be standard equipment.
- Bucket link with integrated lift eye.
- Excavator shall utilize composite and steel exterior panels.
- Excavator shall have a horn as standard equipment.
- Excavator shall have front work lights.
- Hydraulic Joystick Controls shall be standard equipment
- Rubber track shall be standard equipment.
- 12-volt power port shall be available.
- Spark Arrestor exhaust system shall be standard equipment.
- Suspension Seat shall be standard equipment.
- A retractable seatbelt shall be standard equipment.
- Adjustable arm rests shall be standard equipment.
- Cup holder shall be standard equipment.
- TOPS/ROPS/FOPS Level 1 Canopy shall be standard equipment.
- Two-Speed Travel with Auto-Shift shall be standard equipment.
- Vandalism Protection shall be standard equipment.
- Standard warranty shall be 12 Months, Unlimited Hours.
- A Quick-Change (Attachment Mounting System) shall be standard equipment.

AVAILABLE OPTIONS/ACCESSORIES MUST INCLUDE:

- Angle Blade with bolt-on replaceable cutting edge (Hydraulic Activated, +/- 25°), shall be available.
- Additional Counterweight Kit shall be available.
- Mirror Kit shall be available.
- Beacon Light shall be available.
- Deluxe cloth or Heated Cloth seat shall be available.
- Enclosed cab with heat & air conditioning shall be available as optional equipment without changing excavator profile.
- A 7" touchscreen display shall be available as an option equipped with AM/FM Radio and Bluetooth connectivity.
- Front cab window shall be frameless.
- Hydraulic activated attachment quick change mounting system shall be available as optional equipment.
- Auxiliary hydraulics with diverter valve shall be available as optional equipment.
- Secondary Auxiliary Hydraulic circuit shall be available as optional equipment.
- Keyless start system shall be available as factory option.
- Steel Tracks shall be available.
- Top guard and front guard in accordance with ISO 10262 Falling Object Protective Structure (FOPS) Level I for top guard shall be available.
- Travel motion alarm shall be available as optional equipment.

ATTACHMENTS

Attachment Requirements:

- All attachments must be mounted on a quick-change mechanism.
- Quick-change mechanism will maintain original bucket to arm geometry.
- Quick-change shall not diminish published bucket or arm digging forces.
- A hydraulic powered quick-change mechanism shall be available as optional equipment.
- Attachments shall be available:
 - Auger
 - Buckets: Grading & Trenching
 - Grading Blade
 - Grapple, 3-Tine
 - Hydraulic Breaker
 - Hydra-Tilt
 - NB160 Breaker
 - Hydraulic Clamp
 - Packer Wheel
 - Plate Compactor
 - Power Tilt
 - Ripper
 - Trencher
 - Flail Mower

SAFETY

- A four-post canopy or optional enclosed cab shall be provided.
- Four post canopy and cab shall meet Rollover Protective Structure (ROPS) in accordance with ISO 12117-2, Tip Over Protective Structure (TOPS) in accordance with ISO 12117, and Falling Object Protective Structure (FOPS) in accordance with ISO 10262.
- Retractable seat belt with reminder indicator (located on dash panel) shall be provided as standard equipment.
- Additional operator protection shall be provided by deactivating ALL excavator functions when the operator console is in the upright position.
- An automatic spring applied multi-disc brake shall be provided to lock the upper structure to the undercarriage for transporting.
- Grab handles to assist the operator in entering and exiting the excavator will be provided as standard equipment.
- Front working lights for indoor use and low light operation will be standard.
- A weather resistant operator handbook written in English will be attached to inside of cab, providing operational instructions and warning by decals with pictorials and international symbols plus some messages in four basic languages: English, French, German and Spanish.

SERVICEABILITY

- Access to the following items shall be gained by opening the rear hood or side access hood:
 - Air cleaner
 - Alternator
 - Belts
 - Battery
 - Cooling System
 - Engine oil and fuel filters
 - Engine oil level
 - Sight gauge for hydraulic oil level
 - Starter
- Rear hood and fuel fill shall have locks for vandal proofing.
- Easy access to all grease points.
- Central grease point for slew bearing and slew pinion.
- Greaseless composite bushings on offset cylinder

TRAINING RESOURCES

- A comprehensive Excavator Service Safety Training Kit shall be available.
- A comprehensive Excavator Operator Training Kit shall be available.



Product Quotation

Quotation Number: 38295D038604

Date: 2022-01-04 10:18:01

Ship to	Bobcat Dealer	Bill To
Lake In The Hills, Water Attn: Ryan McDillon 600 Harvest Gate Lake In The Hills, IL 60156 Phone: (847) 960-7520 Email: rmc Dillon@lith.org	Atlas Bobcat, Elk Grove Village, IL 1160 MCCABE AVE ELK GROVE VILLAGE IL 60007 Phone: (847) 678-3633 Fax: (847) 678-3587 ----- Contact: Todd Swartz Phone: 847-678-3633 Fax: 847-678-3587 Cellular: 847-529-1191 E Mail: tswartz@atlasbobcat.com	Lake In The Hills, Water Attn: Ryan McDillon 600 Harvest Gate Lake In The Hills, IL 60156 Phone: (847) 960-7520

Description	Part No	Qty	Price Ea.	Total
E42 R2-Series Bobcat Compact Excavator	M3315	1	\$43,451.00	\$43,451.00
Auto* & Idle	Dozer Blade with Float			
Auto* & Shift, 2* & Speed Travel	Engine/Hydraulic Monitor with Shutdown			
Auxiliary Hydraulics with Selectable Flow	Fingertip Auxiliary Hydraulic Control			
W/ Arm Mounted Flush Face Quick Couplers	Fingertip Boom Swing Control			
Canopy	Horn			
Includes: Cup Holder, Retractable Seat Belt,	Hydraulic Joystick Controls			
Vinyl Suspension Seat	Keyless Start			
Roll Over Protective Structure (ROPS) - Meets	Rubber Tracks			
Requirements of ISO 12117 & 2: 2008	Spark Arrestor			
Tip Over Protective Structure (TOPS) - Meets	Standard 5 in. Display			
Requirements of ISO 12117: 2000	Turbocharged, Tier 4, Non DPF			
Falling Object Protective Structure (FOPS) - Meets	Vandalism Protection			
Requirements of ISO 10262	LED Work Lights			
Control Console Locks	X-Change Attachment Mounting System			
Control Pattern Selector Valve (ISO/STD)	Warranty: 2 years, or 2000 hours whichever occurs first			
P62 Performance Package	M3315-P06-P62	1	\$4,748.00	\$4,748.00
Long Arm	Hydraulic X-Change			
Clamp with Diverter Valve				
C52 Comfort Package	M3315-P07-C52	1	\$5,976.00	\$5,976.00
Enclosed Cab with HVAC	Bobcat 7 inch Touch Display			
Cloth Suspension Seat	Radio			
Travel Motion Alarm	Bluetooth			
	Keyless Start			
24" MX4 XCHG TEETH	7311868	1	\$1,389.00	\$1,389.00
36" MX4 XCHG SMOOTH	7322090	1	\$1,682.00	\$1,682.00
Total of Items Quoted				\$57,246.00
Quote Total - US dollars				\$57,246.00

Notes:

Discount per the Sourcewell - NJPA Contract #040319-CEC. Effective thru 05-31-2023

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

CAPITAL ASSET REQUEST FORM

FUND:	Water Operating and Maintenance Fund
DEPARTMENT:	Public Works
DIVISION:	Water

NAME OF ASSET OR PROJECT TITLE:

Mini Excavator

TOTAL EXPECTED COST:

\$55,000

CATEGORY:

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

ASSET CONDITION:

- Excellent
- Average
- Fair
- Poor

DESCRIBE CURRENT USE, NEED, COST, AND IMPACT:

When excavation is needed, the Water Division currently utilizes a backhoe, which can cause substantial damage to lawns and landscaping due to its size and weight. To improve operations, the division is seeking to purchase a mini excavator.

A tracked mini tracked excavator will lessen the need for costly restorations due to its smaller footprint and lighter weight. It will require less fuel and create a safer work zone due to its compact size. A smaller track machine will also benefit other divisions of Public Works by providing a less invasive machine for tasks such as tree removal and planting. If not purchased, the Village will see ongoing maintenance costs of the aging backhoe and ongoing turf and landscape repairs due to the size and weight of existing equipment.





REQUEST FOR BOARD ACTION

MEETING DATE: January 25, 2022
DEPARTMENT: Public Works
SUBJECT: Solar Project Lease Option Agreement Extension

EXECUTIVE SUMMARY

Staff seeks Board approval to enter into a solar project lease agreement extension with LITH CS, LLC, an affiliate of BAP Power Corporation d/b/a Cenergy Power of Carlsbad, California.

The Village of Lake in the Hills and Cenergy Power, a solar energy company based in Carlsbad, California entered into a lease option agreement in December 2017. The agreement provided for due diligence engineering and other research necessary for the parties to enter into a twenty-one-year lease agreement for the construction and operation of a solar power farm on Lake in the Hills airport property. The term of original agreement was for one year based on the anticipated lead time necessary for Cenergy to obtain all the required State and Federal permits and incentives to proceed with the project. This included Cenergy securing necessary incentives through the Illinois Adjustable Block Program, which is the grant funding program for this type of solar project. While the program was originally scheduled for release during the summer of 2018, the Illinois Power Agency delayed the release of the initial application block until mid-January of 2019. Cenergy's project with the Village has not been among those chosen during the first, second or third lottery drawings however, recent legislation within the State indicated that Cenergy's project will be approved in 2022. To allow for appropriate time to design and get the project funding in place, Cenergy is requesting one additional one-year extension of the agreement. The terms of the diligence period are identical to what was previously approved by the Board of Trustees with the exception of the term extension.

FINANCIAL IMPACT

The agreement requires LITH CS LLC to make a one-time \$1,000 payment to the Village during the initial diligence period. The Village received the \$1,000 payment during the original lease agreement. The Village will collect any additional funds from LITH CS LLC until after the project starts. The lease payment will be based on the size of the solar farm (up to 15 acres) at an initial annual rate of \$2,000 per acre.

ATTACHMENTS

1. Original Lease Agreement
2. Amended and Restated Lease Option Agreement
3. Map - Proposed Solar Farm Location



RECOMMENDED MOTION

Motion to approve a solar project lease agreement extension with LITH CS, LLC, an affiliate of BAP Power Corporation d/b/a Cenergy Power of Carlsbad, California.

FORM OF LEASE OPTION AGREEMENT

THIS LEASE OPTION AGREEMENT ("Agreement") is made and entered into December 14, 2017 ("Effective Date"), by and between LAKE IN THE HILLS ("Lessor"), and BAP POWER CORPORATION (DBA CENERGY POWER) ("Tenant"), collectively the "Parties."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows (including Addendum "A"):

Leased Property Address (the " <u>Leased Property</u> "):	That certain property located near the local airport in Lake in the Hills, Illinois 60156.
Leased Acreage Amount:	Up to 15 Acres at Tenant's discretion (initial project layout shows that ~10 acres will be used inside the solar array fence). Leased Property acreage shall be suitable for a solar photovoltaic project sized at up to 2.5MW DC/ 2MW AC (" <u>Solar Project</u> ").
Initial Diligence Period:	<ol style="list-style-type: none"> 1. Initial Diligence Period Lease Option Payment: \$1000. 2. Initial Diligence Period is for 1 year commencing on the date of this Agreement and is terminable by Tenant with 10 days' advance notice to Lessor. No amounts payable by Tenant are refundable. 3. Tenant's right to use land shall be limited to feasibility, due diligence and interconnection related to the potential Solar Project on the Leased Property. 4. Lessor shall have the right to terminate this Agreement to the extent Tenant is more than 60 days late on its payment obligation hereunder.
Lease Option:	<ol style="list-style-type: none"> 1. During the Initial Diligence Period, Tenant may, at its election, lease the Leased Property from Lessor for a period of 21 years in furtherance of the Solar Project. Lease documentation ("<u>Lease</u>") between Tenant and Lessor shall be negotiated in good faith and have a lease rate of \$2000 per acre per year (assuming soil conditions will permit use of a standard single axis tracker design), with a 2% escalator adjustment to be made every 4 years. Such Lease may be extendable at Tenant's election for two consecutive 5 year periods at substantially the same lease terms and conditions as the initial 21 year lease period. 2. The Parties shall agree to other standard terms and conditions applicable to bankable leases for solar projects of similar size and scope.
TENANT:	<p>BAP POWER CORPORATION (DBA CENERGY POWER)</p> <p>By:  William Pham Address: 3716 Lionshead Avenue, Carlsbad, CA 92010</p>
LESSOR:	<p>LAKE IN THE HILLS</p> <p>By:  Address: 600 Harvest Gate, Lake In The Hills, IL 60156</p>

Addendum "A"

The following provisions are part of the Agreement between the Village and Tenant. The provisions herein are intended to be cumulative and compatible with the terms contained in the core Agreement document. To the extent possible, the terms shall be read to give full effect to both documents. However, in the event any term(s) is considered incompatible, the Addendum shall supersede the core Agreement document:

1. The term of this Agreement shall begin upon its dual execution.

Tenant agrees to indemnify and hold the Village (including its officers, officials, employees or agents) harmless from any and all claims, demands, liability, loss, damages, fines, penalties, attorney's fees and/or legal expenses arising out of any violation(s) and/ or injury to person(s) or property, alleged or otherwise, arising out of strict liability and/or to the extent it was caused or alleged to have been caused by the negligent or willful acts or omissions of Tenant (including its officers, officials, employees or agents), arising out of or related to this Agreement or the subject matter of this Agreement. Tenant 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 2010 or CG 2026. The Village reserves the right to request fully certified copies of insurance policies and endorsements.

2. Tenant shall carry commercial general liability insurance of \$1,000,000 per occurrence, \$3,000,000 in the aggregate, and Tenant shall name the Village an additional insured under its commercial general liability insurance policy and shall provide the Village proof by way of a certificate of insurance so stating.

3. Notice pursuant to the Agreement shall be provided by mail and email as follows:

Village of Lake in the Hills
600 Harvest Gate
Lake In The Hills, IL 60156
Attn: Jennifer Clough, Village Administrator
Email: jclough@lith.org

BAP POWER CORP.
3716 Lionshead Avenue,
Carlsbad, CA 92010
Attn: Chad Chahbazi
Email: chad@cenergypower.com

4. Any dispute arising out of or related to the Agreement or the subject matter of the Agreement shall be heard exclusively in the McHenry County Circuit Courthouse for state law claims or the Western Division of the Northern District of Illinois' federal court, with the laws of the State of Illinois to apply to the full extent possible.
5. The Agreement may be executed in counterparts, and facsimile/electronic signatures are considered valid and fully enforceable proof of execution.

6. The Agreement shall remain valid to the maximum extent permitted by law if any part of the Agreement shall be held invalid for any reason.
7. All of Tenant's terms, responsibilities, and duties pertaining to this Agreement are considered material.
8. Each Party has had the opportunity to have this Agreement reviewed by an attorney, and any ambiguity in the Agreement shall not be construed in favor of or against either party by nature of which Party drafted it.
9. Tenant 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 or the Lease. Time is of the essence. The Tenant 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 Tenant except for loss by casualty. In the event that the removal of the Equipment and/or utility lines described above is not completed within such 30-day interval, the Village may, in its sole discretion, remove the Equipment and, in such event, the Tenant shall reimburse the Village for the cost of such removal.
10. Tenant shall submit an irrevocable letter of credit in an amount acceptable to the Village to cover the costs of the removal of equipment and restoration of the Leased Premises upon termination of the Agreement or the Lease.
11. Tenant shall bear the cost, including but not limited to the fees charged by an architect, attorney, engineer, or other professional assistance when those fees are incurred by the Village regarding any plan submitted to it for review and comment. When the Village deems it necessary to seek outside agencies to review plans, or make inspections, the cost of such review or inspection shall be paid in advance by the Tenant. The total cost of these fees to the Tenant shall not exceed \$50,000.
12. Execution and effectiveness of the Lease is contingent upon any and all necessary approval of this use by the Federal Aviation Administration (FAA) and the Illinois Department of Transportation Division of Aeronautics prior to the execution of this Lease.

**AMENDED AND RESTATED
LEASE OPTION AGREEMENT**

THIS AMENDED AND RESTATED LEASE OPTION AGREEMENT (“Agreement”) is made and entered into January 27, 2022 (“Effective Date”), by and between LAKE IN THE HILLS (“Lessor”), and LITH CS LLC (a project affiliate of BAP Power Corporation, “Tenant”), collectively the “Parties.” This Agreement amends and supercedes that certain Lease Option Agreement between the Parties as of January 14, 2021.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows (including Addendum “A”):

Leased Property Address (the “ <u>Leased Property</u> ”):	That certain property located near the local airport in Lake in the Hills, Illinois 60156.
Leased Acreage Amount:	<u>Up to 15 Acres</u> at Tenant’s discretion (initial project layout shows that ~10 acres will be used inside the solar array fence). Leased Property acreage shall be suitable for a solar photovoltaic project sized at up to 2.5MW DC/ 2MW AC (“ <u>Solar Project</u> ”).
Initial Diligence Period:	<ol style="list-style-type: none"> 1. Initial Diligence Period Lease Option Payment: <u>\$1000</u>. 2. Initial Diligence Period is for one year commencing January 27, 2022 and is terminable by Tenant with 10 days’ advance notice to Lessor. No amounts payable by Tenant are refundable. 3. Tenant’s right to use land shall be limited to feasibility, due diligence and interconnection related to the potential Solar Project on the Leased Property. 4. Lessor shall have the right to terminate this Agreement to the extent Tenant is more than 60 days late on its payment obligation hereunder.
Lease Option:	<ol style="list-style-type: none"> 1. During the Initial Diligence Period, Tenant may, at its election, lease the Leased Property from Lessor for a period of 21 years in furtherance of the Solar Project. Lease documentation (“<u>Lease</u>”) between Tenant and Lessor shall be negotiated in good faith and have a lease rate of <u>\$2000 per acre per year (assuming soil conditions will permit use of a standard single axis tracker design)</u>, with a 2% escalator adjustment to be made every 4 years. Such Lease may be extendable at Tenant’s election for two consecutive 5 year periods at substantially the same lease terms and conditions as the initial 21 year lease period. 2. The Parties shall agree to other standard terms and conditions applicable to bankable leases for solar projects of similar size and scope.
TENANT:	<p>LITH CS LLC</p> <p>By: _____ William Pham, Authorized Signatory Address: 3716 Lionshead Avenue, Carlsbad, CA 92010</p>
LESSOR:	<p>LAKE IN THE HILLS</p> <p>By: _____ Address: 600 Harvest Gate, Lake In The Hills, IL 60156</p>

Addendum "A"

The following provisions are part of the Agreement between the Village and Tenant. The provisions herein are intended to be cumulative and compatible with the terms contained in the core Agreement document. To the extent possible, the terms shall be read to give full effect to both documents. However, in the event any term(s) is considered incompatible, the Addendum shall supersede the core Agreement document:

1. The term of this Agreement shall begin upon its dual execution.

Tenant agrees to indemnify and hold the Village (including its officers, officials, employees or agents) harmless from any and all claims, demands, liability, loss, damages, fines, penalties, attorney's fees and/or legal expenses arising out of any violation(s) and/ or injury to person(s) or property, alleged or otherwise, arising out of strict liability and/or to the extent it was caused or alleged to have been caused by the negligent or willful acts or omissions of Tenant (including its officers, officials, employees or agents), arising out of or related to this Agreement or the subject matter of this Agreement. Tenant 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 2010 or CG 2026. The Village reserves the right to request fully certified copies of insurance policies and endorsements.

2. Tenant shall carry commercial general liability insurance of \$1,000,000 per occurrence, \$3,000,000 in the aggregate, and Tenant shall name the Village an additional insured under its commercial general liability insurance policy and shall provide the Village proof by way of a certificate of insurance so stating.

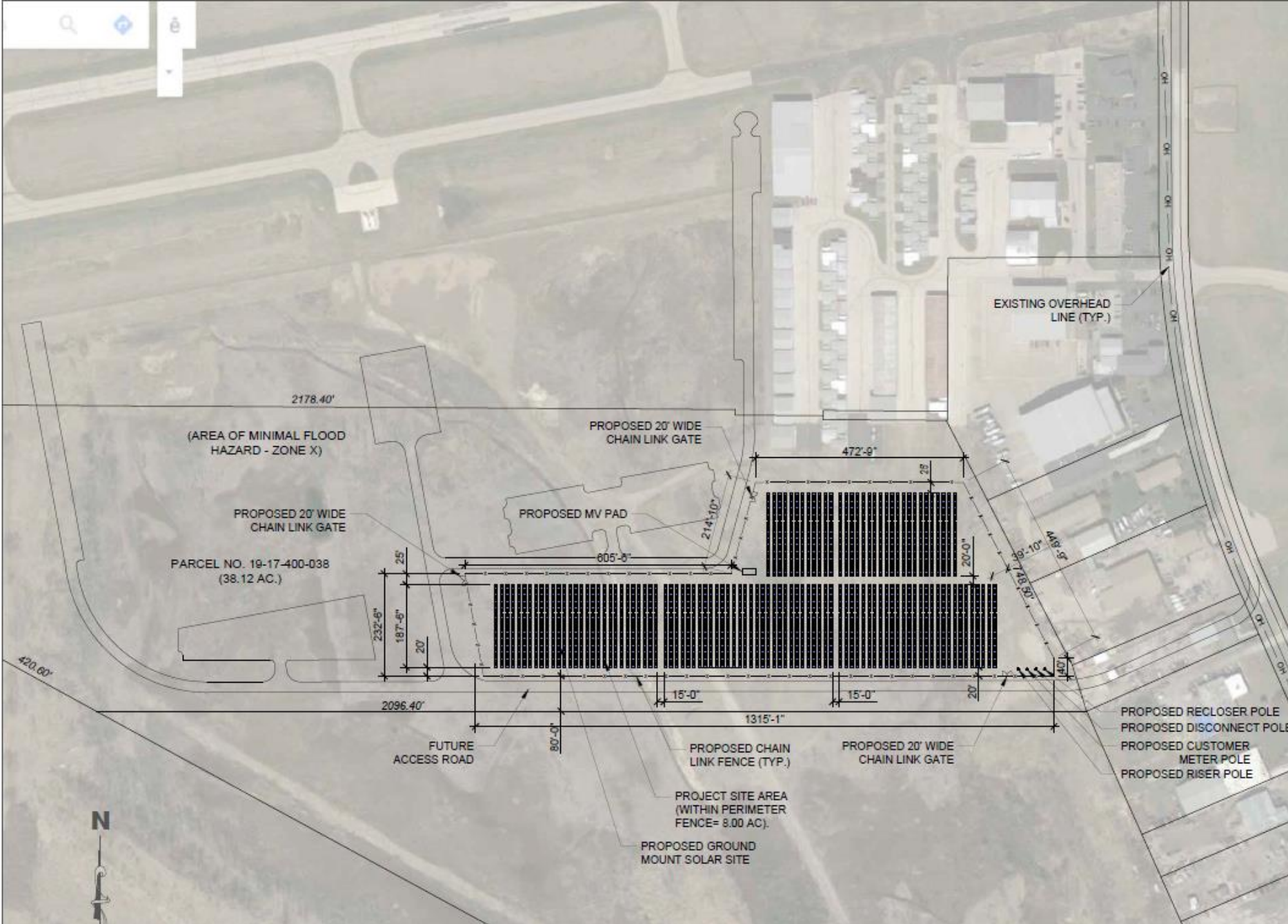
3. Notice pursuant to the Agreement shall be provided by mail and email as follows:

Village of Lake in the Hills
600 Harvest Gate
Lake In The Hills, IL 60156
Attn: Fred Mullard, Village Administrator
Email: Fmullard@lith.org

LITH CS LLC
C/O BAP POWER CORPORATION
3716 Lionshead Avenue,
Carlsbad, CA 92010
Attn: Chad Chahbazi
Email: chad@cenergypower.com

4. Any dispute arising out of or related to the Agreement or the subject matter of the Agreement shall be heard exclusively in the McHenry County Circuit Courthouse for state law claims or the Western Division of the Northern District of Illinois' federal court, with the laws of the State of Illinois to apply to the full extent possible.
5. The Agreement may be executed in counterparts, and facsimile/electronic signatures are considered valid and fully enforceable proof of execution.
6. The Agreement shall remain valid to the maximum extent permitted by law if any part of the Agreement shall be held invalid for any reason.
7. All of Tenant's terms, responsibilities, and duties pertaining to this Agreement are considered material.
8. Each Party has had the opportunity to have this Agreement reviewed by an attorney, and any ambiguity in the Agreement shall not be construed in favor of or against either party by nature of which Party drafted it.
9. Tenant 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 or the Lease. Time is of the essence. The Tenant 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 Tenant except for loss by casualty. In the event that the removal of the Equipment and/or utility lines described above is not completed within such 30-day interval, the Village may, in its sole discretion, remove the Equipment and, in such event, the Tenant shall reimburse the Village for the cost of such removal.
10. Tenant shall submit an irrevocable letter of credit in an amount acceptable to the Village to cover the costs of the removal of equipment and restoration of the Leased Premises upon termination of the Agreement or the Lease.
11. Tenant shall bear the cost, including but not limited to the fees charged by an architect, attorney, engineer, or other professional assistance when those fees are incurred by the Village regarding any plan submitted to it for review and comment. When the Village deems it necessary to seek outside agencies to review plans, or make inspections, the cost of such review or inspection shall be paid in advance by the Tenant. The total cost of these fees to the Tenant shall not exceed \$50,000.
12. Execution and effectiveness of the Lease is contingent upon any and all necessary approval of this use by the Federal Aviation Administration (FAA) and the Illinois Department of Transportation Division of Aeronautics prior to the execution of this Lease.

Solar Power System Site Layout





REQUEST FOR BOARD ACTION

MEETING DATE: January 25, 2022

DEPARTMENT: Public Works

SUBJECT: Crawford, Murphy and Tilly, Inc. Professional Engineering Services Standard Schedule of Hourly Charges

EXECUTIVE SUMMARY

Staff seeks Board approval to amend Crawford, Murphy and Tilly, Inc.'s standard schedule of hourly charges for professional engineering services at the Lake in the Hills Airport from January 1, 2022 through December 31, 2022.

The Village currently retains Crawford, Murphy and Tilly, Inc. (CMT) of Springfield, IL, for airport consulting services. A master contract between the Village and CMT was approved on February 21, 2019 and is in effect through March 27, 2024.

Annually, CMT requests rate increases and Village staff bring these proposed rate increases to the Village Board for consideration. Enclosed is a proposed Ordinance increasing CMT's rates from January 1, 2022 until December 31, 2022. CMT has informed Village staff that it charges the same rates to all its clients. The 2022 rates are increasing an average of 8% against an average increase of 4.7% in 2021. CMT's rates are only used for on-call hourly assignments not associated with capital projects. The Illinois Department of Transportation sets rates that are used for all federally funded grant projects. CMT has served in a consulting capacity for the Airport since 2012. The Public Works Department is satisfied with their performance.

FINANCIAL IMPACT

The included rates are only used for on-call hourly assignments that are not associated with capital projects. The Airport Fund includes \$6,000 annually for such tasks and activity within this account is sporadic and inconsistent from year to year.

ATTACHMENTS

1. Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an ordinance amending Crawford, Murphy and Tilly, Inc.'s standard schedule of hourly charges for professional engineering services at the Lake in the Hills Airport from January 1, 2022 through December 31, 2022.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022 - _____

**An Ordinance Approving an Amended Master Contract with
Crawford, Murphy and Tilly, Inc. for Engineering Services at
the Lake in the Hills Airport**

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 to regulate for the protection of the public health, safety, morals and welfare, 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: The agreement for engineering services with Crawford, Murphy and Tilly, Inc. for the Lake in the Hills Airport was approved on February 21, 2019. It shall be amended with a new Standard Schedule of Hourly Charges from January 1, 2022 through December 31, 2022, which is Exhibit A of this Ordinance.

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

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

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

Passed this 27th day of January, 2022 by roll call vote as follows:

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

APPROVED THIS 27TH DAY OF JANUARY, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2022

Classification	Regular Rate
Principal	\$ 245
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II	\$ 235
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 205
Sr. Structural Engineer II Sr. Architect II	\$ 190
Sr. Technician II	\$ 170
Aerial Mapping Specialist	\$ 165
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 165
Technical Manager II Environmental Scientist III	\$ 150
Sr. Technician I	\$ 145
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 145
Environmental Scientist II Technician II	\$ 125
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 105
Administrative/Accounting Assistant	\$ 70

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2023.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.



INFORMATIONAL MEMORANDUM

MEETING DATE: January 25, 2022

DEPARTMENT: Community Development

SUBJECT: Informational Item on Section 18 Off-Street Parking and Loading

EXECUTIVE SUMMARY

The Village Board has directed the Community Development Department to evaluate Section 18 Off-Street Parking and Loading of the Zoning Code regarding property owners wanting to have trailers not specifically designed for snow mobiles or recreational vehicles considered “in season” for purposes of storage in the front yard during winter months. Section 18 has been amended twelve times since 2002, the edition upon which the Village’s current zoning code is based on, two of which are relevant to this item. Staff has included a brief summary of the relevant aspects of those two amendments. Staff has also researched surrounding municipality zoning ordinances and identified potential options to provide increased flexibility.

Section 18 was amended in February 2010 to regulate commercial vehicle and all trailer storage. Commercial vehicles having a class “D” plate or lower were allowed to be stored in residential districts without being fully enclosed, subject to height regulations. Trailers with a classification of “TA” were also allowed to be stored in residential districts without being fully enclosed, with height and length restrictions. Much discussion of these regulations were present in the archived minutes of the Village Board at the time of adoption. No Village Board comments were relevant to seasonal trailer use; however, Planning and Zoning Commission minutes show one Commissioner to have expressed concern that trailers could be used as supplemental storage units.

Section 18 was also amended in March 2018 to move parking regulations from Chapter 12 of the Municipal Code to Section 18 of the Zoning Ordinance, including regulations for “in season”, “off season”, and winter use vehicles. No discussion of the merits or potential negative effects of these regulations were present in the archived minutes of the Village Board or Planning and Zoning Commission at the time of adoption.

Neighboring municipality zoning ordinances were researched and the following relevant regulations have been identified;

- Village of Algonquin - Recreational vehicles shall be parked in a completely enclosed building in a lawful manner or on a hard surface of not less than 2 inches of asphalt or 4 inches of concrete. Not more than two recreational vehicles shall be visible on a zoning lot. Neither yard location, visibility, nor seasonal restrictions are listed.
- City of Crystal Lake - RVs, boats, and trailers (under 11 feet tall and 25 feet long) may be parked in a residential driveway. Anything over those dimensions can be parked in a side or back yard on an approved surface.
- Village of Lakewood - November 1 through March 31, boats, trailers and RVs must be stored indoors or if outdoors, in areas where permitted, then only in the rear yard on a pad.
- Village of Huntley - Recreational vehicles shall be stored completely behind the front of the primary structure and shall not be stored between the primary structure and the street.
- Village of Cary - Recreational vehicles or equipment, including travel trailers, campers, trucks with slide-in campers, watercraft, snowmobiles, jet skis, all-terrain vehicles and any trailers used to transport recreational vehicles or equipment, are divided into two classes – summer and winter use. Winter use vehicles and equipment are defined as snowmobiles and such other recreational vehicles

and equipment that are associated primarily with winter use. Only during winter months can winter vehicles be stored in the front yard.

The Village’s Comprehensive Plan contains a land use objective to “Promote and maintain the visual and open space characteristics that make Lake in the Hills visually distinctive”. Regulating the visual impact of trailer storage in residential districts could support this objective.

In addition to the need to address the flexibility of the Village’s current winter trailer regulations, a number of additional trailer license plates are now available from the Office of Secretary of State. The Village’s existing regulations need to be amended in order to remain current. The following table provides a summary of the vehicles, trailers, and license plates allowed to be permanently stored in the front yard as well as recommended additions/amendments;

Zoning District	Plate Type “In Season”- Current	Plate Type “In Season”- Recommended	Plate Type “Off Season”- Current	Plate Type “Off Season”- Recommended
B-1 B-2 B-3 B-4 B-5 M-1 M-2 AD-1 AD-2 O-S I-B	<ul style="list-style-type: none"> No restrictions of vehicle type, only on overnight parking and storage for automotive repair 	No change	<ul style="list-style-type: none"> No restrictions of vehicle type, only on overnight parking and storage for automotive repair 	Same
R-2 R-3 R-4	<ul style="list-style-type: none"> Passenger, “D” plate or lower commercial vehicles, < 3000 lbs “TA” plate trailers**, boat, trailer or recreational vehicle 	<ul style="list-style-type: none"> Passenger, “D” plate or lower commercial vehicles Motorcycle TA Trailer (4-digit “TA”), Recreational Trailer (“RT”), Recreational Vehicle (“RV”), < 3000 lbs TA Trailer (6-digit “TA”), < 2000 lbs Trailer (“UT”) 	<ul style="list-style-type: none"> Passenger, “D” plate or lower commercial vehicles, < 3000 lbs “TA” plate trailers**, Snowmobiles, or trailers for the specific purposes of hauling a snowmobile or winter recreational vehicle 	<ul style="list-style-type: none"> Passenger, “D” plate or lower commercial vehicles, Motorcycle TA Trailer (4-digit “TA”)
				Optional
R-2 R-3 R-4				<ul style="list-style-type: none"> < 3000 lbs TA Trailer (6-digit “TA”, < 2000 lbs Trailer (“UT”) Snowmobile trailers for specific purposes Snowmobile trailer for primary purposes

FINANCIAL IMPACT

None

ATTACHMENTS

None

SUGGESTED DIRECTION

Staff is seeking input on any changes requested to allow for additional trailer types in residential districts during the "off season".