



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING

MARCH 12, 2024  
7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Presentation - Gordon Larsen Awards - Butcher on the Block & Heaven's Best Carpet Cleaning of Northern Illinois
4. 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.
5. Staff Presentations
  - A. Administration
    1. Information Item concerning Lakewood Road Improvements
    2. Agreement with Windy City Amusements for the Summer Sunset Festival
    3. Ordinance Authorizing the Disposal of Surplus Property
    4. Farm Lease with Sue Fruin for a portion of the property commonly referred to as the Sullivan Property
  - B. Public Works
    1. Informational Item concerning Woods Creek Reach 9
    2. Award a Contract for the Nockels Pier Replacement Project
    3. Waive Competitive Bid requirements and award a Contract for Dam 2 Controls Upgrade
    4. Award a Contract for Impact Attenuating Surface Services
6. Board of Trustees
7. Village President
8. Adjournment

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

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7400 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

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



# INFORMATIONAL MEMORANDUM

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**MEETING DATE:** March 12, 2024  
**DEPARTMENT:** Administration  
**SUBJECT:** Lakewood Road Improvements

## EXECUTIVE SUMMARY

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On Wednesday, March 20<sup>th</sup>, the McHenry County Division of Transportation (MCDOT) will host a Public Information Meeting for the Lakewood Road Corridor Project at the Lake in the Hills Village Hall from 4:00pm – 7:00pm. The meeting will be conducted in an open house format where residents can stop in anytime that evening to learn more about the project and provide comments. Invitations have been mailed directly to those residents who live adjacent to the project.

Concerns had been raised at previous Board meetings regarding the MCDOT’s intent to install a roundabout at the intersection of Lakewood Road and Miller Road as part of this project. Staff has prepared the attached presentation to further discuss the impacts of the planned intersection improvement. Much of the content has been provided by MCDOT through educational meetings between Village and MCDOT staff and through training the County provided regarding roundabouts.

## FINANCIAL IMPACT

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None.

## ATTACHMENTS

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1. Lakewood Road Presentation

## SUGGESTED DIRECTION

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This item is being presented for informational purposes only.



# Lakewood Road Improvements

March 12, 2024

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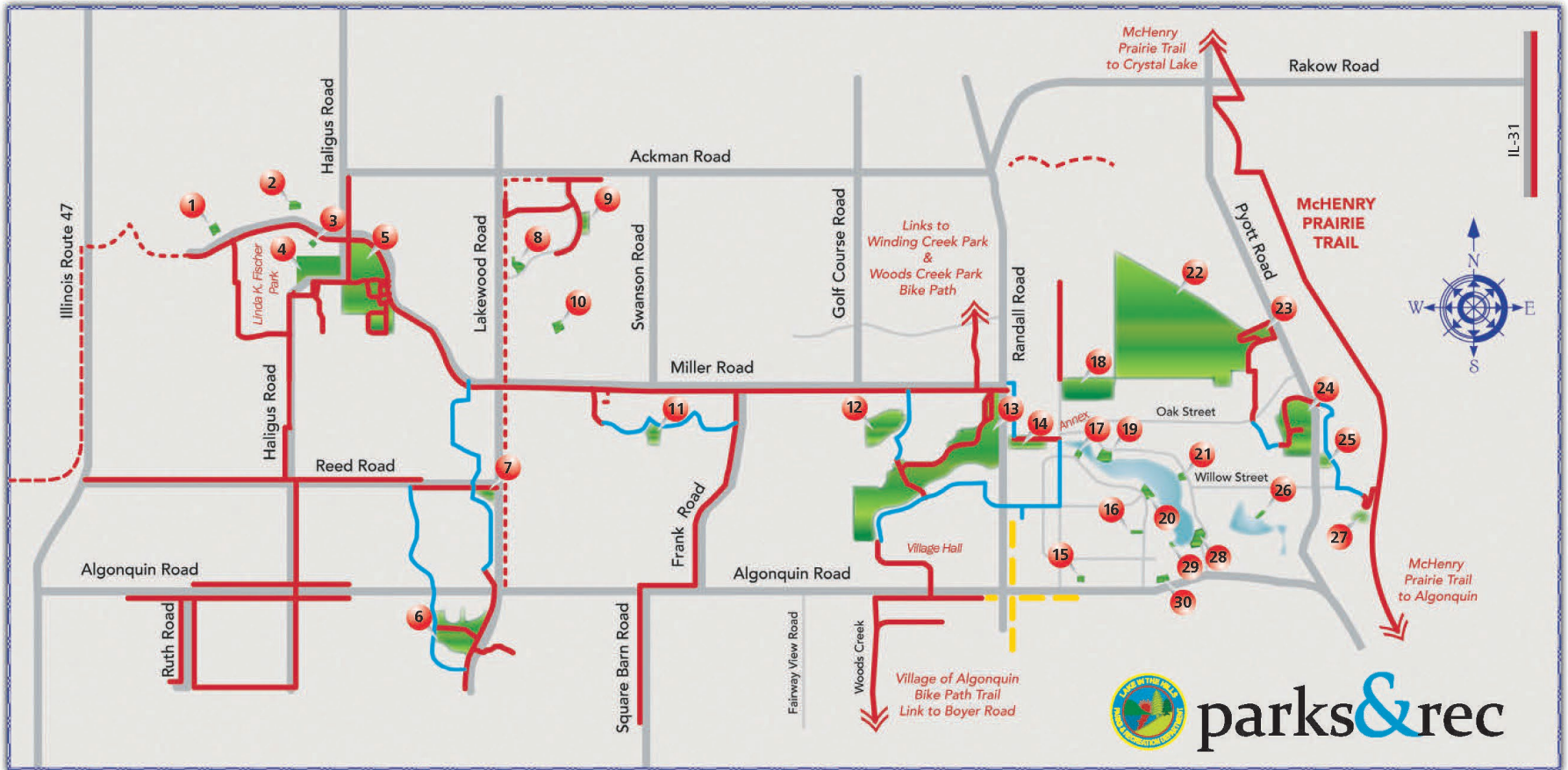
# Identification of Needs

- 2001 Parks Master Plan Results
  - Top 2 most important activities were Biking (#1) and Walking for Pleasure (#2)
  - Providing more biking and walking/jogging trails ranked in the top 3 highest priorities for “Long Range Planning”
- 2012 Village Survey Results
  - Multiple Residents Identified a need for sidewalks along Lakewood Road
    - Increase bike & pedestrian safety
    - Help connect the northern subdivisions to the remainder of the community



# Village of Lake in the Hills Bike Paths Map

Parks & Recreation Department • 600 Harvest Gate, Lake in the Hills, IL 60156 • 847-960-7460 • www.lith.org



## Legend

- Existing Off Street Bike Path
- - - Future Off Street Bike Path
- Existing On Street Bike Path
- Main Road
- Secondary Road
- - - Proposed Randall Road Bike Path

Avalon Park .....	3	La Buy Park .....	28
Barbara Key Park .....	23	Larson Park .....	24
Bark Park .....	4	Leroy Guy Park .....	6
Butch Hagele Beach .....	21	Lynn Dillow Park .....	11
Cattail Park .....	9	Natures View Park .....	1
Celebration Park .....	2	Nockels Park/LaBahn-Hain House .....	19
Echo Hill Park .....	29	Normandy Park .....	7
Echo Park .....	12	Plote Field .....	27
Edward Hynes Park .....	8	Richard Taylor Soccer Field/Skate Park .....	14
Ford School Park .....	30	Rolling Hills Park .....	10
Hipskind Park .....	16	Ryder Park .....	18
Horner Park .....	26	Stoneybrook Park .....	25
Indian Trail Beach .....	20	Sunset Park .....	5
Jaycee Park .....	15	The Fen .....	22
Ken Carpenter Park .....	13	Turtle Island Park .....	17



# McHenry County Project

- Lakewood Road is under the County's jurisdiction
- A Collector-Distributor Road
  - “An auxiliary roadway, separated laterally but generally parallel to the main highway, which serves to collect and distribute traffic from several access connections between selected points of ingress and egress from the main highway.” ~*Illinois Department of Transportation*
- 5 Year Transportation Program
  - 2015 – Separate Bike Path and Intersection Improvement projects
  - 2018 – Converted bike path to Shared Use Path
    - Village agreed to fund 20% of engineering costs
  - 2019 – Project retitled to the Lakewood Road Corridor Complete Streets Project



## Lakewood Road Corridor Complete Streets Project

<b>Title</b>	Lakewood Road Corridor Project				<b>Municipality</b>	Village of Lake in the Hills					
<b>Scope of Work</b>	Operational Improvements				<b>Board District</b>	District 5					
<b>Category</b>	Modernization				<b>Total Cost</b>	\$5,108,000					
<b>Lead Agency</b>	McHenry County DOT					<a href="https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/future-construction/lakewoodroad">https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/future-construction/lakewoodroad</a>					
<b>Project ID</b>	N/A				<b>Website</b>	<a href="https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/future-construction/lakewoodroad">https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/future-construction/lakewoodroad</a>					
<b>Limits</b>	Lakewood Road, from Algonquin Road to Ackman Road										
<b>Description</b>	This project will provide motor vehicle operational improvements to the Lakewood Road corridor and add accommodations for bicyclists and pedestrians.										
<b>Segment</b>	<b>Phase</b>	<b>Fund Source</b>	<b>Prior FY</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>Future FY</b>	<b>Total</b>	
Lakewood Road Corridor	ENGR1	County Option MFT	\$183,000							\$0	
		County Matching	\$500,000							\$0	
		Lake in the Hills	\$50,000							\$0	
		<b>Total Engineering 1</b>	<b>\$733,000</b>							<b>\$0</b>	
	ENGR2	RTA Sales Tax		\$2,108,000						\$2,108,000	
		<b>Total Engineering 2</b>		<b>\$2,108,000</b>						<b>\$2,108,000</b>	
	ROW	RTA Sales Tax			\$2,000,000					\$2,000,000	
		<b>Total Right of Way</b>			<b>\$2,000,000</b>					<b>\$2,000,000</b>	
	LAM	County MFT			\$1,000,000					\$1,000,000	
		<b>Total Land Acquisition Management</b>			<b>\$1,000,000</b>					<b>\$1,000,000</b>	
	CONST	RTA Sales Tax								\$4,000,000	
		Federal STP								\$1,500,000	
		State ITEP								\$1,500,000	
		<b>Total Construction</b>								<b>\$7,000,000</b>	
	ENGR3	RTA Sales Tax								\$700,000	
		<b>Total Engineering 3</b>								<b>\$700,000</b>	
		<b>Total Programmed</b>		<b>\$2,108,000</b>	<b>\$3,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$5,108,000</b>	

Total County Cost: \$5,108,000

Federal Share: \$0



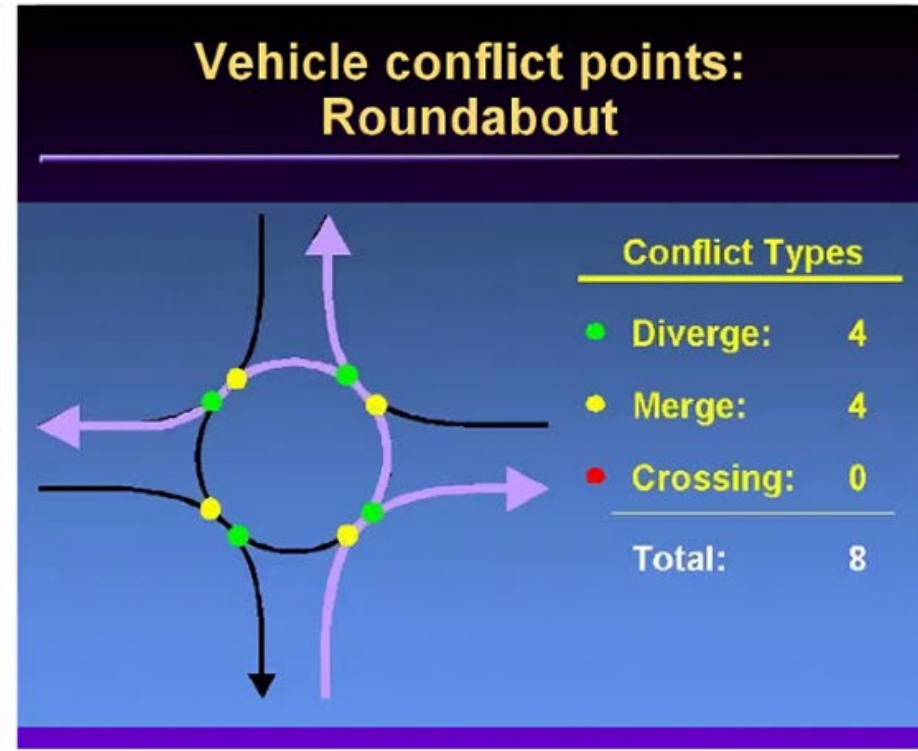
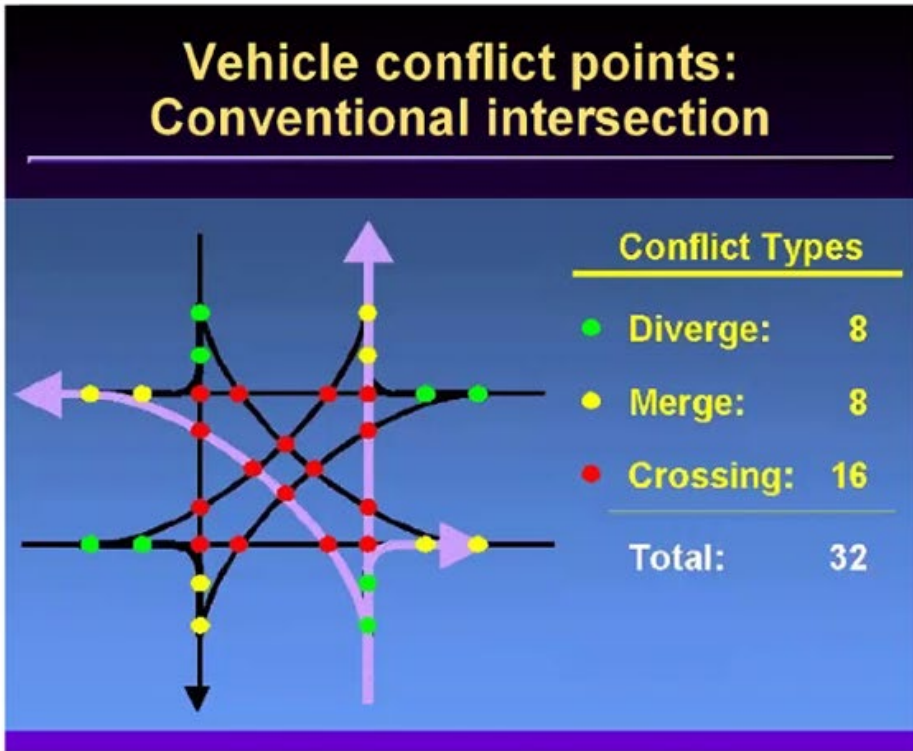


# Project Goals

- Address Safety Concerns
  - Bicyclists and pedestrians
  - Reduce speeding along the corridor
- Reduce Noise
- Reduce stacking of vehicles at intersection
  - In a signalized intersection:
    - green light priority is given to the collector road (Lakewood Rd) to provide increased traffic flow from the adjacent highway.
    - Despite this priority status, Lakewood Road experiences stacking during peak use times.
    - Traffic on Miller Rd. will continue to be secondary to traffic on Lakewood Rd.
    - Roundabouts help to smooth this stacking issue for non-collector roadways.
- Follow ICE – Intersection Control Evaluation
  - Considered both signalized intersection w/ added turn lanes and a roundabout solution
  - Make sure the alternative solves the problems



# Roundabout Benefits



- Crashes of this type are more severe
- Reduces the quantity of right angle crashes, which are the most severe.
- Naturally slows the traffic as it advances to intersection



# Roundabout Education

- According to national statistics, over 50% of all crashes, and fatal or injury crashes, occur at intersections
- Roundabouts provide the below reductions:
  - Crashes are decreased by 39%
  - Injuries are decreased by 76%
  - Fatal crashes are decreased by 90%
- Lakewood Road Accident Statistics:

	2017	2018	2019	2020	2021	2022	2023
<b>Lakewood/ Miller Totals</b>	<b>14</b>	<b>18</b>	<b>15</b>	<b>9</b>	<b>6</b>	<b>7</b>	<b>4</b>
Personal Injury	5	8	2	2	3	0	0
Property Damage	9	10	13	7	3	2	0



# Roundabout Education

- Benefits

- Safest at-grade solution
- Simplified decision making
- Very high capacity
- Suitable for high and low flow intersection

- Challenges

- Driver Education

- Slow down
- Observe signs and markings
- Yield to pedestrians
- Yield to vehicles in the roundabout
- Maintain your lane within the roundabout
- Travel counter clockwise
- Watch for pedestrians as you exit and be prepared to stop



# Misconceptions about Roundabouts

- Costs too much
  - Cost for equipment alone on a signalized intersection is between \$200,000 - \$500,000.
  - Additional turn lanes would need to be added to match the efficiency of a roundabout.
  - Acquisition costs for roundabout can often be lower than signalized turn lanes.
- Bad for Trucks
  - Large trucks often struggle with 90 degree intersections
  - Roundabouts can include a wider apron to accommodate truck traffic
  - Roundabouts eliminate need for overhead lights





# Misconceptions about Roundabouts

- Takes too much real estate
  - Modern roundabouts sometimes fit within the existing footprint.
  - Often take less expansion than what would be required to add traditional lanes.
  - Lakewood Road roundabout statistics below:

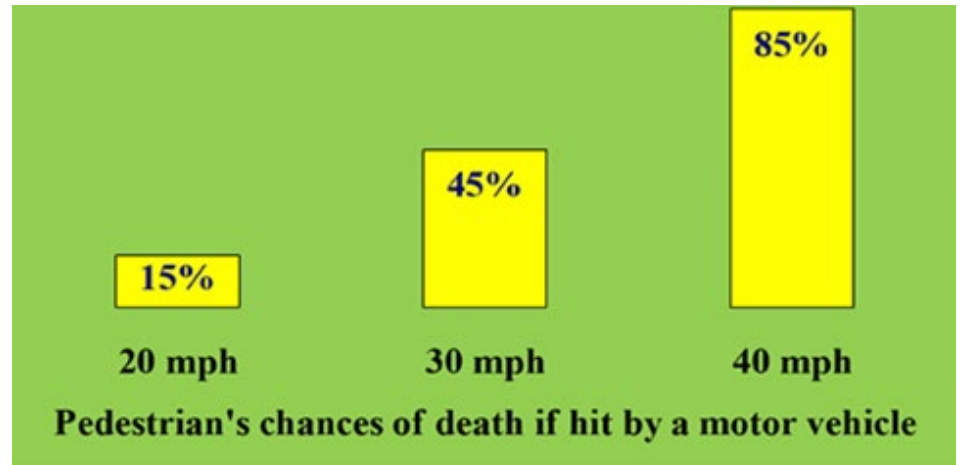
Alternative	Total ROW (SQ FT)	3 Residential Quadrants (SQ FT)	Undeveloped Quadrant (SQ FT)
Roundabout	3,800	2,000	1,800
Signal	2,700	2,100	600



# Misconceptions about Roundabouts

- Bad for Pedestrians

- Reduce speed of approaching vehicles, thereby reducing severity of crashes involving pedestrians.



Source: Oregon Department of Transportation and Department of Transport (United Kingdom)



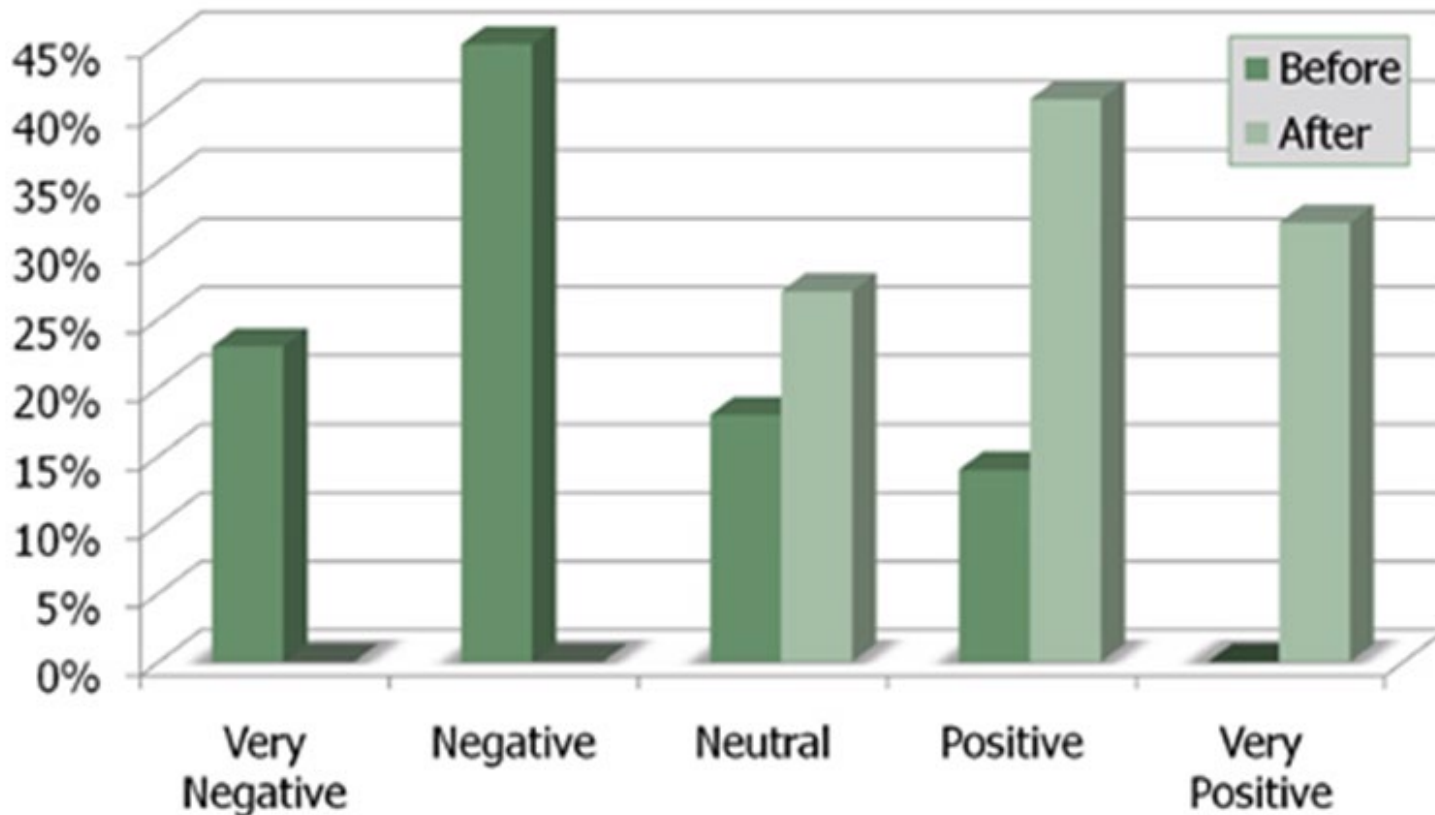
- No running of red lights

- Reduces the number of places a pedestrian need to look before safely crossing.



# Misconceptions about Roundabouts

**Public Attitude Towards Roundabouts**  
(Before and After Construction)





# Roundabout Solution

- ICE preferred intersection solution is the roundabout.
- Solution meets the goals of the project:
  - Addresses safety concerns
  - Reduces speed on Lakewood Road
  - Reduces noise for the adjacent residents
  - Reduced cost compared to signalized intersection
  - Reduces stacking at the intersection
  - Acquisition/disturbance to existing residential property is slightly less (more overall, but greatest impact is to a vacant lot at the northeast corner of the intersection)
- Several similar roundabouts have been successfully integrated in surrounding communities.



# Wadsworth Rd at Dilley's Rd





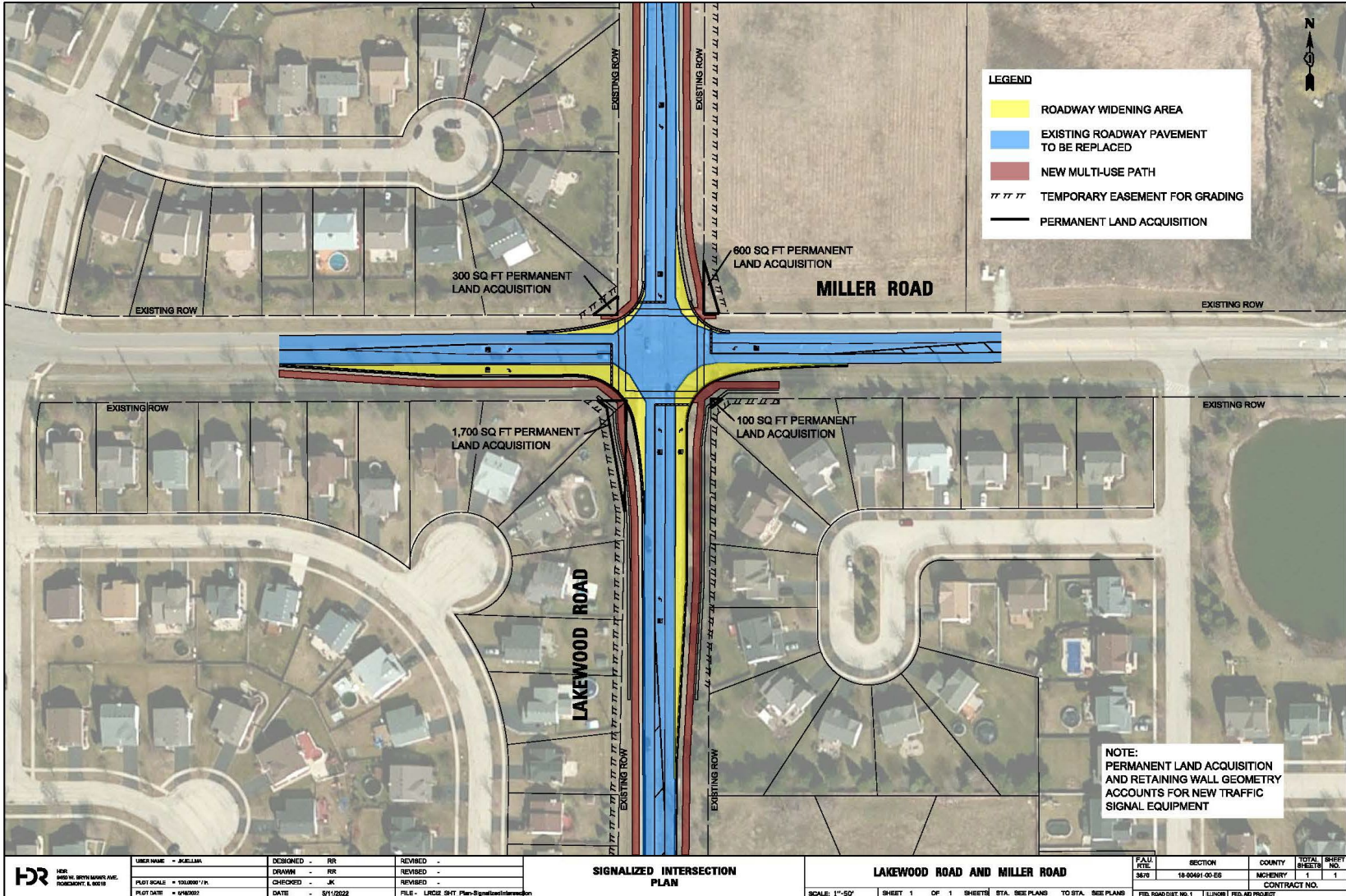
# Cedar Lake Rd at Monaville Rd in Lake Villa







# Signalized Intersection Plan

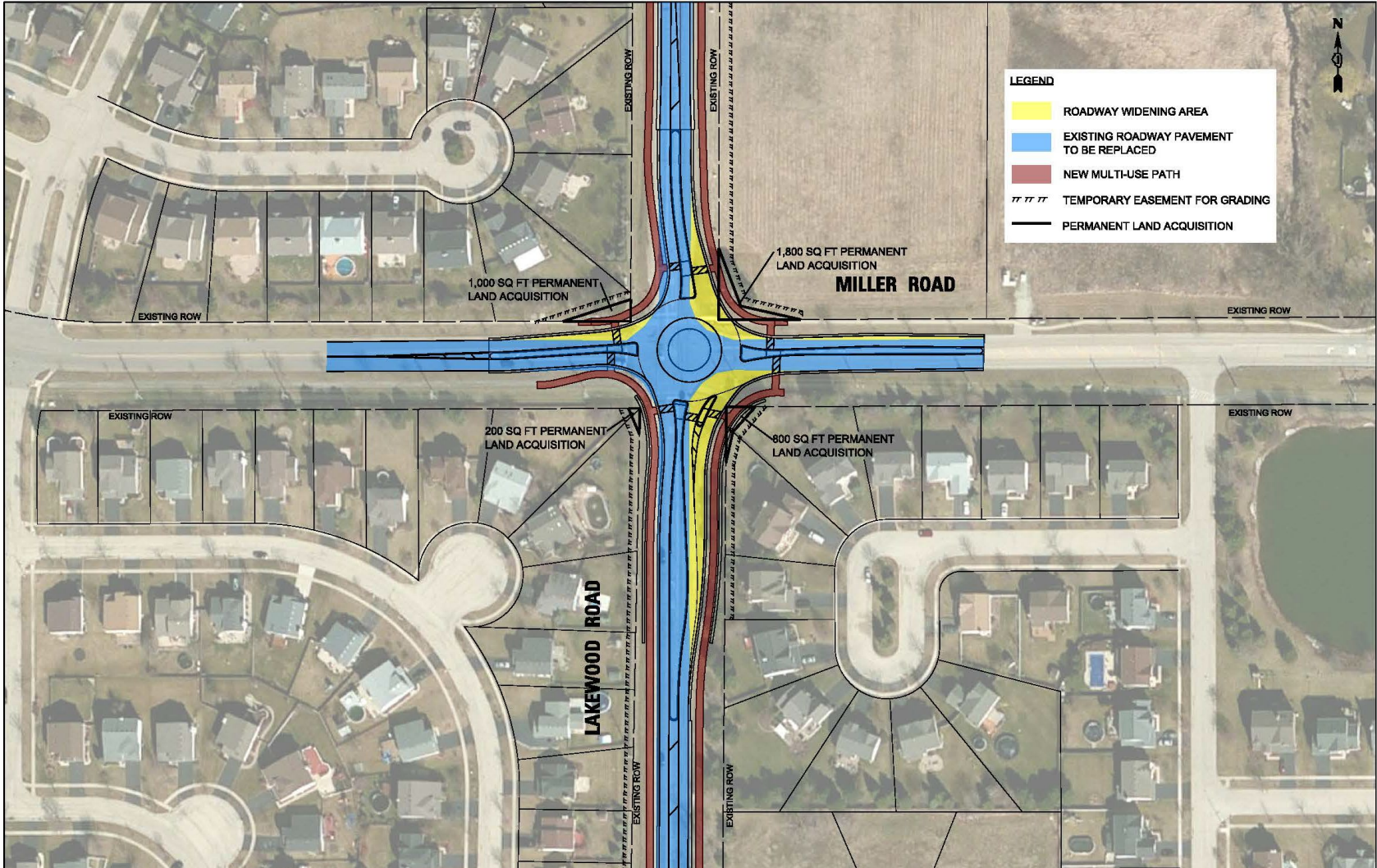


	USER NAME - JLELLAM	DESIGNED - RR	REVISED -	<b>SIGNALIZED INTERSECTION PLAN</b> <b>LAKEWOOD ROAD AND MILLER ROAD</b>	<table border="1"> <tr> <td>FAU RATE</td> <td>SECTION</td> <td>COUNTY</td> <td>TOTAL SHEETS</td> </tr> <tr> <td>3619</td> <td>19-00491-00-58</td> <td>MCCLINTOCK</td> <td>1 OF 1</td> </tr> <tr> <td colspan="2">CONTRACT NO.</td> <td colspan="2">FED. ROAD DIST NO. 1   LINCOLN   FED. AID PROJECT</td> </tr> </table>	FAU RATE	SECTION	COUNTY	TOTAL SHEETS	3619	19-00491-00-58	MCCLINTOCK	1 OF 1	CONTRACT NO.		FED. ROAD DIST NO. 1   LINCOLN   FED. AID PROJECT	
	FAU RATE	SECTION	COUNTY		TOTAL SHEETS												
	3619	19-00491-00-58	MCCLINTOCK		1 OF 1												
CONTRACT NO.		FED. ROAD DIST NO. 1   LINCOLN   FED. AID PROJECT															
<table border="1"> <tr> <td>PLAT SCALE - 1/8"=1'-0"</td> <td>CHECKED - JK</td> <td>REVISIONS -</td> </tr> <tr> <td>PLAT DATE - 4/16/2022</td> <td>DATE - 5/11/2022</td> <td>FILE - LR02_SHT_Plan-SignalizedIntersection</td> </tr> </table>	PLAT SCALE - 1/8"=1'-0"	CHECKED - JK	REVISIONS -	PLAT DATE - 4/16/2022	DATE - 5/11/2022	FILE - LR02_SHT_Plan-SignalizedIntersection	<table border="1"> <tr> <td>SCALE: 1"=50'</td> <td>SHEET 1 OF 1 SHEETS</td> <td>ETA. SEE PLANS</td> <td>TO STA. SEE PLANS</td> </tr> </table>	SCALE: 1"=50'	SHEET 1 OF 1 SHEETS	ETA. SEE PLANS	TO STA. SEE PLANS						
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DATE	DATE	FILE															
5/11/2022		LR02_SHT_Plan-SignalizedIntersection															





# Roundabout Intersection Plan



**LEGEND**

- ROADWAY WIDENING AREA
- EXISTING ROADWAY PAVEMENT TO BE REPLACED
- NEW MULTI-USE PATH
- TEMPORARY EASEMENT FOR GRADING
- PERMANENT LAND ACQUISITION

<b>HDR</b>	USER NAME - JKELLAM	DESIGNED - RR	REVISED -	<b>ROUNDABOUT INTERSECTION PLAN</b>	<b>LAKWOOD ROAD AND MILLER ROAD</b>	PLA. SITE	SECTION	COUNTY	TOTAL SHEETS
	ADDR - 1800 W. BETH MARIE AVE. ROSEMONT, IL 60018	DRAWN - RR	REVISED -			3870	16-00461-00-06	MCHENRY	1
	PLAT SCALE - 1/8"=1'-0"	CHECKED - JK	REVISED -						CONTRACT NO.
	PLAT DATE - 4/24/2022	DATE - 5/11/2022	FILE - LRCD_SHT_Plan-Roundabout.dgn						

SCALE: 1"=50'    SHEET 1 OF 1 SHEETS    STA. SEE PLANS    TO STA. SEE PLANS    PLS. ROAD DIST. NO. 1    ILLINOIS    PLS. AS PROJECT





# Public Information Meetings

- Public Meetings
  - May 2019 – Open House and Public Informational Meeting
  - December 2020 – Virtual Public Information Meeting with Live Q&A
  - **Upcoming March 20, 2024** – Open House and Public Informational Meeting
    - 4:00pm to 7:00pm
    - Village Hall Board Room



# Lakewood Road Public Meeting

- McHenry County Department of Transportation representatives will be available to answer questions.
- Project drawings for the full corridor improvement will be available for viewing.
- Residents with property adjacent to the project will receive direct invites to attend.



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 12, 2024

**DEPARTMENT:** Administration

**SUBJECT:** Windy City Amusements, Inc. Contract to Supply Amusements at Summer Sunset Festival

## EXECUTIVE SUMMARY

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At the February 8, 2024 Committee of the Whole meeting, staff presented a contract with Windy City Amusements to provide the carnival at the 2024 Summer Sunset Festival. Staff was challenged to re-engage Windy City to determine if there was any opportunity to increase the Village's share of the ride gross to bring it closer to the 2022 contract language. In addition, the Board expressed concern that our wristband prices should be consistent in cost with other carnivals being offered this year.

Windy City was amenable to adjusting the wristband rates back to the 2023 rates, making them \$30 for Saturday and Sunday afternoons and \$35 for Friday and Saturday evenings. Staff was able to confirm these rates do match the carnival at the Lake in the Hills Rotary Ribfest event.

Unfortunately, Windy City held firm with the revenue sharing portion of the agreement, which entitles the Village to 38% of the ride gross up to \$100,000 and 40% on anything over \$100,000. Staff was able to confirm that these percentages mirror the contract that Windy City holds with the Rotary for their event.

Based on the above, staff has incorporated the wristband changes into the attached one-year agreement with Windy City Amusements, Inc., which no longer includes extensions. The Village will have the opportunity to re-evaluate after this year's event.

## FINANCIAL IMPACT

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The Village's FY2024 budget estimates net proceeds totaling \$65,000 for the carnival.

## ATTACHMENTS

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1. Agreement with Windy City Amusements, Inc.

## RECOMMENDED MOTION

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Motion to Waive Competitive Bidding and Approve the Contract to Supply Amusements with Windy City Amusements, Inc. for the 2024 Summer Sunset Festival.

# **Contract to Supply Amusements**

## **Summer Sunset Festival**

THIS CONTRACT is made and entered into this 14<sup>th</sup> day of March, 2024 by and between the Village of Lake in the Hills, Illinois (the "Sponsor") and Windy City Amusements, Inc.;

WHEREAS, Windy City Amusements, Inc. desires to be considered by the Sponsor to provide various amusements, rides, devices, and attractions at that festival and at future events in the Village of Lake in the Hills; and

WHEREAS, the Sponsor desires to provide, through Windy City Amusements, Inc., various amusements, rides, devices, and attractions during the Summer Sunset Festival and desires to consider Windy City Amusements, Inc. for future events in the Village of Lake in the Hills;

In consideration of the premises stated above and the mutual promises contained herein, the parties mutually agree as follows:

1. Windy City Amusements, Inc. agrees to provide, through its company, amusement ride devices, amusement attractions, concessions, and "fun" booths at a location provided by the Sponsor in Sunset Park located at Miller and Haligus Roads in the Village of Lake in the Hills for a period of 3 days and nights over Labor Day weekend, commencing on Friday and ending on Sunday in accordance with the schedule further defined in Section 20.
2. Windy City Amusements, Inc. shall furnish in its sole discretion, all necessary tickets, and an air-conditioned ticket booth(s) at the location. In addition, Windy City Amusements, Inc. shall supply automatic ticket purchase machines during the event as approved by the Sponsor. Windy City Amusements, Inc. will be responsible for the ticket sales.
3. The Sponsor hereby agrees to pay for, furnish, or provide all licenses, permits, taxes, water service, police protection, bill posting, newspaper advertising, refuse dumpsters, portable toilets, a location acceptable to Windy City Amusements, Inc. for the setup of its company, streets and lots privileges, and free gate admission tickets for the employees of Windy City Amusements, Inc. where gate admission is charged. Portable toilets and water hookup will be provided the day of or prior to the setup of the carnival.
4. Windy City Amusements, Inc. shall have the exclusive right of providing all amusement ride devices, amusement attractions, "fun" booths and food concession stand(s) in the area designated by the Sponsor, the area hereinafter referred to as the "carnival site". Any other merchandise sold within the carnival site by Windy City

Amusements, Inc. or its agent (s) shall only be allowed by the approval of the Sponsor.

5. Windy City Amusements, Inc. shall have the exclusive right of providing all popcorn, cotton candy, snow cones, funnel cakes, pop and corn dogs at the carnival site in its own concession stand(s).
6. During the term of this agreement, Windy City Amusements, Inc. agrees to pay to the Sponsor the sum of 38% of ride gross up to \$100,000 and 40% on anything over \$100,000 each year. Ride gross shall refer to the gross receipts from money derived from the sale of all ride tickets, wrist bands and other similar revenues in which an admission or ride fee is charged.
7. Windy City Amusements, Inc. shall pay to the Sponsor the flat sum of \$200.00 per "fun" booth stand. The term "fun" booth shall include but shall not be limited to any walk on, side show, or other non-mechanical amusement attractions for which Windy City Amusements, Inc. ride tickets are not accepted. Arm bands or hand stamps shall not be used for payment on any **walk** on, side show or other non-mechanical amusement attractions.
8. If any "fun" booth is closed, or unable to operate (including rain out days) before the ending date each year, Windy City Amusements, Inc. shall only pay prorata for the actual days the booth is operated.
9. The settlement for the "fun" booths as well as the settlement for the percentage on the Amusement rides and shows shall be made within 30 days of the closing day of the engagement.
10. The Sponsor reserves the right to supervise the proceeds of all ticket sales, which shall be held by Windy City Amusements, Inc. and reported to the Sponsor at the end of each day. Windy City Amusements, Inc. is responsible for any and all shortages in cash or tickets sold from the ticket booth including wrist bands used for unlimited rides.
11. The term wrist bands shall include, but shall not be limited to, arm or wrist bands, hand stamp, tokens, chips or other non-ticket forms of payment as approved by the sponsor.
12. Windy City Amusements, Inc. is to furnish Liability Insurance and Property Damage Insurance of not less than \$5,000,000 for each occurrence with a certificate of said insurance sent to the Sponsor prior to the engagement each year, naming the Sponsor as an additional insured, with an additional insured endorsement on Insurance Service Office (ISO) forms: CG 201 or CG 206.
13. The Sponsor shall provide a 220-volt electric hookup switch box to accommodate the office and staff trailers of Windy City Amusements, Inc.

14. Windy City Amusements, Inc. shall furnish Diesel Electric Light Plants for the operation of the Carnival Equipment only.
15. Windy City Amusements, Inc. shall pay for the cost of any diesel fuel used and electric power used during the engagement.
16. It is mutually agreed by both parties hereto that there are no other contracts or promises either written or verbal between them, and that this contract shall not be transferred to another party without written consent of both parties, nor shall it inure to the benefit of any third party.
17. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic or any unforeseen occurrence over which parties have no control, then they are not to be held for damages resulting therefrom.
18. The Sponsor further agrees to use its influences to prevent other like attractions from exhibiting in the aforesaid Village 30 days prior and during the Summer Sunset Festival each year.
19. Windy City Amusements, Inc. shall furnish 50 printed posters, along with a digital copy, and other marketing materials as requested by the sponsor for the purpose of promoting the event. The Sponsor agrees to advertise the carnival through signage at major Village intersections.
20. During the event, Windy City Amusements, Inc. shall operate during the following hours: Friday from 5:00pm to 10:00pm, Saturday from 12:00pm to 10:00pm and on Sunday from 1:00pm to 10:00pm. Unlimited Ride Specials will be offered on Friday from 5:30pm to 9:30pm at a cost of thirty-five dollars (\$35.00), Saturday from 12:00pm to 4:00pm at a cost of thirty dollars (\$30.00), Saturday from 5:30pm to 9:30pm at a cost of thirty-five dollars (\$35.00), and on Sunday from 1:00pm to 5:00pm at a cost of thirty dollars (\$30.00). Any changes to these prices, dates and times must be mutually agreed to by the Sponsor and Windy City Amusements, Inc.
21. Windy City Amusements, Inc. agrees that no more than 2 employees shall remain on the festival grounds after midnight each day to provide security services. Windy City Amusements, Inc. agrees to provide the Sponsor with the names of the employees that will remain on the festival grounds after midnight each day. All employees will receive a background investigation and the sponsor shall have the right to prohibit any employee from working during the festival.
22. The term of this contract extends through the Summer Sunset Festival event scheduled from August 30, 2024 through September 1, 2024; provided, however, that the obligations of Windy City Amusements, Inc. to make any payments provided herein to the Sponsor shall not expire but shall survive the expiration of this contract. Either party to this contract reserves the right to terminate this agreement with 60 days written notice to the other party.

23. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this contract, with the laws of the State of Illinois to apply.
24. Proper venue for any legal action arising out of this contract shall be in the 22nd Judicial Circuit Court of McHenry County.
25. If any word, phrase, sentence, paragraph, Article or provision of this contract shall be considered invalid by a court of competent jurisdiction, the remainder of the contract shall be considered valid and otherwise enforceable.
26. Any notices required or desired to be given under this contract shall be in writing may be (i) personally served, (ii) sent by certified mail, return receipt requested, or (iii) by facsimile transmission. Any notice, shall be addressed to the party to receive it at the following address or at such other address as the party may from time to time direct in writing:

To Windy City Amusements, Inc.  
914 West Main St.  
St Charles, IL 60174

To Sponsor:  
Village of Lake in the Hills  
600 Harvest Gate  
Lake in the Hills, Illinois 60156

Personal Delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three days after deposit with the United States Postal Service. Facsimile notices shall be deemed given upon the date of transmission, provided that compliance is made with the remaining obligations of this Article 17.

27. Windy City Amusements, Inc. will not hold the Sponsor liable for expenses or damages of any kind, including without limitation lost profits, if the event is cancelled or attendance is restricted due to a Force Majeure Event. A "Force Majeure Event" means, but is not limited to, quarantines; pandemics, including without limitation social gathering limitations implemented at the federal, state, or local level related to coronavirus outbreaks; or epidemics.
28. Windy City Amusements, Inc. agrees to follow the guidance established by the Centers for Disease Control and Prevention (CDC) for traveling amusement parks and carnivals, which may be in place at the time of the event.

IN WITNESS WHEREOF the parties have executed this contract as of the day and year above by the duly authorized representatives of the parties hereto.

VILLAGE OF LAKE IN THE HILLS

WINDY CITY AMUSEMENTS, INC.

BY:

BY:

\_\_\_\_\_  
Village President

\_\_\_\_\_  
President



ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Secretary







# REQUEST FOR BOARD ACTION

---

**MEETING DATE:** March 12, 2024

**DEPARTMENT:** Administration

**SUBJECT:** Ordinance Authorizing the Disposal of Surplus Property

## EXECUTIVE SUMMARY

---

The Illinois Municipal Code requires adoption of an Ordinance to dispose of surplus property. The Village property listed in Exhibit A is no longer necessary or useful to the Village. In order to allow for disposal or sale, the attached Ordinance declares the property as surplus. The Ordinance authorizes the Village Administrator to determine the appropriate means of disposal. Staff will sell items with value and dispose of other items appropriately.

## FINANCIAL IMPACT

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Any money received from the sale of these items, will be returned to the appropriate fund.

## ATTACHMENTS

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1. Proposed Ordinance
2. Exhibit A

## RECOMMENDED MOTION

---

Motion to adopt the ordinance declaring Village property as surplus.

**VILLAGE OF LAKE IN THE HILLS**

**ORDINANCE NO. 2024- \_\_\_\_\_**

**An Ordinance Authorizing the Disposal of  
Surplus Property owned by the Village of Lake in the Hills**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions to provide for the protection of the public safety and welfare of the Village and its residents, as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Lake in the Hills is authorized to sell or otherwise dispose of personal property pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4; and

WHEREAS, in the opinion of the President and Board of Trustees, it is no longer necessary, useful, or for the best interests of the Village to retain the property now owned by it and described in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof (the "Surplus Property");

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: Recitals: The foregoing recitals are hereby incorporated into this ordinance as finding of the President and Board of Trustees.

SECTION 2: Declaration of Surplus Property: The President and Board of Trustees hereby find and determine that the surplus property is no longer necessary or useful to the Village and the best interests of the Village will be served by its sale or disposal.

SECTION 3: Authorization to sell or otherwise dispose of surplus property: The Village Administrator is hereby authorized to sell or otherwise dispose of the surplus property in such a manner as the Village Administrator shall determine is in the best interest of the Village.

SECTION 4: Effective Date: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

Passed this 14<sup>th</sup> day of March 2024 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 14<sup>TH</sup> DAY OF MARCH, 2024

\_\_\_\_\_  
Village President, Ray Bogdanowski






(SEAL)

ATTEST:







\_\_\_\_\_  
Village Clerk, Shannon DuBeau

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







## Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
1	2004 Ford Ranger pickup truck 4x4 automatic transmission. 4.0 Liter Engine 131553 Miles truck has rust on body and underside of bed. Truck is in fair condition and is sold in as is condition with no warranties.	1	2004 Ford Ranger #76	n/a	Vin# 1FTZR15E04PB02032	Serviceable	\$1,000.00	Auction	
2	2004 terex asphalt Roller. 4 cylinder Diesel, 681 hours, water system and 51 inch wide roller drums with Vibrator Roller is sold in as is condition with no warranties.	1	2004 Terex TV1200 Roller #408	n/a	Vin# SLBTLPRZE405CC161	Serviceable	\$8,000.00	Auction	
3	2012 Ford F450 4x4 dump truck 68901 Miles V10 6.8 Liter gas engine, automatic transmission. Truck is equipped with Boss 9 foot plow and henderson salt tailgate spreader. Truck is in fair condition with age appropriate wear. Vehicle is sold in as is condition with no warranties	1	2012 Ford F450 Dump Truck #33	2012000022	1FDUF4HY8CEB81885	Serviceable	\$25,000.00	Auction	
4	Cutting Plotter/Graphtec cutting pro FC7000-130	1	Graphtect Cutting Pro FC7000-130	1142	FC7000-130	Serviceable	\$2,500.00	Auction	
5	Roland SP-300V Ink jet printer Printer - ITEM DOES NOT WORK	1	Ink Jet Printer Roland DG Corporation - NOT WORKING	n/a	Model No. sp-300V Serial No. ZT41483	Unserviceable	\$200.00	Auction	






## Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
6	Audio Component	1	n/a	00785,00784,00247 00783,00246,00245	n/a	Unserviceable	\$0.00	Disposal	
7	Trimble Accident Reconstruction Data Pad	1	Recon	n/a	REC Aay-101-00/RESMY4CMXB	Serviceable	\$199.00	Auction	
8	Laser Tech Inc. Accident Reconstruction Level	1	Truangle	n/a	7006000 TA000011	Serviceable	\$300.00	Auction	
9	Kodak Slide Projector	1	Kodak - EKTAgraph 3	280	A-78039839	Serviceable	\$100.00	Auction	
10	Cannon 33 mm Camera	1	Cannon AE-1	n/a	2404463	Serviceable	\$200.00	Auction	
11	Tamron - Super Telephoto Lense	1	SP500mm	n/a	906859	Serviceable	\$150.00	Auction	





## Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
12	Vivitar - 62-90 mm Lense	1	Auto Telephoto	n/a	28800306	Serviceable	\$90.00	Auction	
13	Progressive Electronics - handheld radar gun	1	Stryker	307	252	Serviceable	\$200.00	Auction	
14	Progressive Electronics - handheld radar gun	1	Stryker	n/a	250	Serviceable	\$200.00	Auction	
15	Decatur Electronics - handheld radar gun	1	Stryker	n/a	GHD13768	Serviceable	\$200.00	Auction	
16	Decatur Electronics Radio - Each with single KSC-32 Charger	3	TK5210	1444/1331/1337		Serviceable	\$150.00	Auction	
17	Radio - with single KSC-19 Charger	1	TK260G	n/a	11201671	Serviceable	\$60.00	Auction	

## Surplus Property Listing Exhibit A





Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
18	Kenwood Radio - Each with single KSC-19 Charger	6	Kenwood - TK290	00576/01019	00800983/00800981/ 00800982/70100295/ 20800281/61200240	Serviceable	\$60.00	Auction	
19	Telepower Radio Batter Charger	1	TP3506QP	299	L0001020	Serviceable	\$30.00	Recycle	
20	Kenwood Squad Radio	1	TK790	n/a	10100175	Serviceable	\$65.00	Auction	
21	Kustom - Handheld radar gun - corded for dc plug	1	HR12	516	AA10340	Serviceable	\$200.00	Auction	
22	Kids Chairs	33	unknown	n/a	n/a	Serviceable	\$50.00	Auction	

## Surplus Property Listing Exhibit A



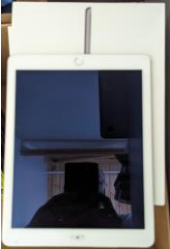

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
23	Smartboard	1	Smart Technologies SB680	1159	SB680-R1-252541	Serviceable	\$200.00	Auction	
24	Dell Desktop Computers (hard drives removed)	15	Optiplex 3040	1637,1526,1709, 1718, 1592,1768, 1788,1524, 1535, 1532,1630, 1622, 1783,1568,1762	75GZCD2, D0T9ZG2, 743ZCD2, 74G2DD2, D0R9ZG2, D0J8ZG2, D1Q4ZG2, D177ZG2, 74CZCD2, G0WHZC2, D1F8ZG2, 7486DD2, 74L2DD2, D1N9ZG2, D1B7ZG2	Unserviceable	under \$50 each	Recycle	
25	Dell Desktop	1	Optiplex 3060	1631	4HKSFX2	Unserviceable	under \$50	Recycle	
26	Dell Mini Desktop (hard drive removed)	1	Optiplex 3060	1573	3T07DV2	Unserviceable	under \$50	Recycle	







## Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
27	Surface	1	Microsoft Surface	1687	27301194653	Unserviceable	under \$50	Recycle	
28	Tablet	1	Samsung SM-T580	1926	R52JC0PDR5V	Unserviceable	under \$50	Recycle	
29	Dell Desktop (hard drive removed)	1	Optiplex 780	1345	CM35D91	Unserviceable	under \$50	Recycle	
30	Laptop (hard drive removed)	1	Dell Latitude E5570	1771	7NN6MC2	Unserviceable	under \$50	Recycle	



## Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
31	HP Laptop (hard drive removed)	1	ProBook 6565b	1385	5CB2078BH8	Unserviceable	under \$50	Recycle	
32	HP Desktop (hard drives removed)	2	Pro 3500 MT	1704 & 1733	MXL35120P3 & MXL4210WFN	Unserviceable	under \$50 each	Recycle	
33	iPad (wiped or locked out)	7	Air 2	1570, 1551, 1561 1560, 1571, 1567 & 1569	GG7XRH3PJF8JD, DMPNP6YPG5VT, GG7W100BHLJJ, F9FTXRAHHLFC, GG7VV1A4HLJJ, GG7W2233HLJJ, &DMP11N6CG5WQ	Unserviceable	under \$50 each	Recycle	
34	Dell 17" Monitors	3	E177FP	1742,1743, & 1057	MX-08R339-47605-32H-AWVR CN-0FJ181-64180-6AH-241S CN-0FJ181-64180-6A7-22AS	Unserviceable	Under \$50 each	Recycle	

## Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
35	Acer 24" Monitor	2	Acer V246HQL	15,831,633	74901355742, 80605195242	Unserviceable	Under \$50 each	Recycle	
36	Dell 20" Monitor	4	Dell E2014HC	1669,1764, 1763, 1760	CN-012MWY-6180-51F-17QU CN-0GM3D4-64180-37P-0UFL CN-12MWY-64180-51F-17TU CN-0Gm3D4-64180-36T-07WL	Unserviceable	Under \$50 each	Recycle	
37	Hanns 22" Monitor	1	Hanns G HW223D	1754	TSP141001206	Unserviceable	Under \$50	Recycle	
38	Samsung 22" Monitor	1	Samsung S22E450B	1590	04GDHCLHA00302P	Unserviceable	Under \$50	Recycle	

## Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
39	Dell 22" Monitor	1	Dell 2215HVF	1618	CN-0DHNVJ-72872-52C-AVGU	Unserviceable	Under \$50	Recycle	
40	Scepter 24" Monitor	1	Scepter E248W	1828	M49F248BTU1246	Unserviceable	Under \$50	Recycle	



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 12, 2024

**DEPARTMENT:** Administration

**SUBJECT:** Execution of a Farm Lease Agreement between the Village of Lake in the Hills and Sue Fruin for a portion of the property commonly referred to as the Sullivan property

## EXECUTIVE SUMMARY

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Historically, a portion of the commonly referred to Sullivan property, the farm land just south and west of the softball field and west of the Public Works facility, has been farmed by the Fruin family. The lease agreement has been between the Village of Lake in the Hills and Dan Fruin. Earlier in 2024, the Village was contacted by Sue Fruin who expressed an interest in continuing to farm the land but explained that unfortunately, Dan had passed away. An updated Farm Lease Agreement between the Village of Lake in the Hills and Ms. Sue Fruin, for the portion of PIN #18-22-200-027, commonly referred to as the Sullivan Property, has been attached for Village Board Consideration.

The Fruin family has leased and maintained this property since May 26, 2005. Entering into this lease agreement reduces the Village's maintenance costs associated with the mowing and landscaping of the property. The lease will commence on March 14, 2024 for a two-year term. An automatic renewal for up to five two-year terms has been added to the lease agreement. A 30-day cancellation notice is required by either party. Ms. Fruin will be responsible for the payment of real estate taxes on the leasehold interest.

## FINANCIAL IMPACT

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None

## ATTACHMENTS

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1. Farm Lease Agreement

## SUGGESTED DIRECTION

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Motion to approve the execution of the Farm Lease Agreement with Ms. Sue Fruin for a portion of the Sullivan Property.

## **FARM LEASE**

THIS INDENTURE, made and entered into this 14<sup>th</sup> day of March, 2024, between the Village of Lake in the Hills, 600 Harvest Gate, Lake in the Hills, Illinois 60156 ("Lessor"), and Sue Fruin, of 7103 Mensching Road, Huntley, Illinois 60142 ("Lessee").

WITNESSETH, That Lessor, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by Lessee, has, by these presents, demises and leased to Lessee, the following described land:

That part of the West Half of the Northeast Quarter of Section 22, Township 43 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at a point on the East line of said West Half, said point being 826.14 feet North of the Southeast corner of said West Half; thence Westerly along a line 826.14 feet Northerly of and parallel with the South line of said West Half, a distance of 235.00 feet for the point of beginning; thence continuing Westerly along said parallel line, 520.2 feet to the Easterly bank of a creek; thence Northwesterly along said Easterly bank, an approximate distance of 975 feet to a line that is 125.00 feet Southerly of and parallel with the South line of lands described in Document No. 2003R0155674; thence Easterly along said parallel line, a distance of 622.2 feet to a line that is 577.80 feet Westerly of and parallel with the East line of said West Half; thence Southerly along said parallel line, 384.35 feet; thence Easterly parallel to the South line of said West Half, a distance of 577.80 feet to the East line of said West Half; thence Southerly along said East line, 51.23 feet; thence Southwesterly a distance of 332.04 feet; thence Southerly parallel with the East line of said West Half, 169.25 feet to the point of beginning, in McHenry County, Illinois.

### **ADDITIONAL PROVISIONS**

It is further understood and agreed between the parties hereto that in the event the within described real estate is needed at any time during the period from date hereof during the term of this lease, and the Lessor desires to have possession of said premises, or a part thereof, the Lessor shall have the privilege of taking possession of all or any part of said premises where the crops have been removed, or prior to farm work commencement, also the privilege of taking possession of all or part of said premises where the crops may be unharvested.

And Lessee covenants with Lessor, that at the expiration of the term of this Lease, they will yield up the possession to Lessor, without further demand or notice, in as good order and condition as when the same were entered upon by Lessee, loss by fire, inevitable accident, and ordinary wear excepted.

And it is further expressly understood and agreed between the parties hereto, as follows:

1. Lessee covenants to farm said premises in a husbandlike manner, and to raise the greatest amount of grain thereon, the nature of the soil and season will permit; and further to break up and improve as much of the waste land as may be in condition to plough.
2. Either Lessor or Lessee may terminate this lease for any reason by giving 30 days notice to the other party whereupon the tenancy shall terminate on the 30<sup>th</sup> day following the notice of termination. Should the Lessee have crops planted at the time of being served notice of intent to terminate, and those crops cannot be salvaged prior to the termination date, the Lessor agrees to compensate the Lessee for expenses related to the loss of these crops.

### **LESSEE EXPRESSLY AGREES:**

1. To cultivate the land in a workmanlike manner, to harvest crops in proper season, and to use the premises for lawful purposes only.
2. To distribute upon the land all accumulated manure, and not burn, sell or remove from the premises any straw, corn stalks, or fodder.

3. To destroy all noxious weeds as required by law, to follow cultural practices to eradicate, as well as control, noxious weeds, and to keep fence rows, all uncultivated land and adjacent roadways mowed.
4. To furnish and pay for all seed for cultivated crops, same to be thoroughly cleaned, soybeans to be inoculated, small grain and seed corn to be treated by standard method for disease, and to furnish equipment, labor, and all operating expense for the production, harvesting and storing on the premises. Lessee shall provide all fertilizers, soil foods, soil concentrates and other soil enrichment at their own expense.
5. To protect growing crops from loss or damage by insect pests, such as chinch bugs, grasshoppers, etc., by providing the necessary labor to perform standard practices for the control of such pests; poison or other materials used for such control to be paid for by Lessee.
6. That Lessor is not obligated to make any repairs or improvements during the term hereof, and is not obligated to replace or repair any improvements on the premises damaged or destroyed by fire or an Act of God, and Lessee by these presents hereby releases and discharges Lessor from any liability for any injury from any cause that might result to Lessee or their family, or damaged to their property, sustained during the term hereof, or for failure of or inadequacy of the water supply, loss of buildings, or added expense or inconvenience that might result therefrom, nor shall the rentals be abated on account thereof.
7. To incur no expense for or on account of Lessor without a written order by Lessor.
8. Not to assign this lease or sublet any part of the premises without the written consent of Lessor.
9. If Lessee shall default in any of the agreements herein contained, Lessor may, at its option, declare this lease null and void and take immediate possession of the premises with or without process of law. In the event suit is prosecuted for possession, Lessee agrees to pay a reasonable attorney fee and all costs incurred in such action.
10. Lessee agrees that they have entered into this lease, relying on their own knowledge of the premises and improvements, including the water supply, and not upon any representation made by Lessor or any other person touching the situation. Further, this lease covers the entire agreement between Lessor and Lessee and no modifications, extensions, or renewals of this lease, or waivers of any of the provisions, shall be of any force or effect unless the same are in writing and signed by the parties hereto.
11. Lessee agrees to make no claim for compensation for labor performed by him or for any improvements or betterments made on the leased premises, unless such labor or improvements is agreed upon writing in advance by Lessor and Lessee and the value thereof fixed and determined.
12. It is agreed that all covenants and agreements herein contained shall be binding upon and insure to the successors, heirs, executors, administrators and assigns of Lessor and Lessee.
13. This lease is made subject to any and all easements, restrictions, rights of way, oil and gas leases, or items of a similar nature.
14. Lessee covenants and agrees that they will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will, at all times, protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements or provisions hereof.
15. The term of this lease shall be from March 14, 2024 through March 13, 2026 unless otherwise terminated as provided herein.

16. Notwithstanding anything to the contrary, the Lease shall automatically be extended for five successive two-year terms on the same terms and conditions as set forth herein.

17. Lessee hereby acknowledges and agrees that (A) the provisions of this Lease shall be fully enforceable against Lessee and Lessee's successors and assigns, (B) Lessee hereby forever waives any rights or remedies which may or may not be provided to Lessee by any law, statute, ordinance or regulatory act with respect to Lessor's right to terminate the Lease.

18. Lessee hereby acknowledges that Lessor or Lessor's agents may conduct soil, environmental, wetland or other such tests upon portions of the Leased Premises. Lessee agrees to cooperate in a reasonable manner with Lessor's taking of such tests. Lessor hereby agrees to indemnify Lessee from damages caused to the Lessee as a direct result of entrance upon the Leased Premises in connection with the taking of such tests.

19. Except as expressly set forth herein, the Lease shall remain in full force and effect in accordance with its terms.

20. It is hereby acknowledged and agreed by Lessor and Lessee that for all purposes Lessee is an independent contractor and not an agent or employee of Lessor. Prior to entry upon the Leased Premises, Lessee shall provide Lessor with proof of insurance, in form and amounts reasonably acceptable to Lessor, for general liability, property damage and other appropriate coverage, which proof of insurance indicates that Lessor is an additional insured.

21. The Lessee shall be responsible for the payment of real estate taxes on the leasehold interest.

22. Lessee shall not pay any rent to Lessor for farming of property as identified in the aforementioned land description.

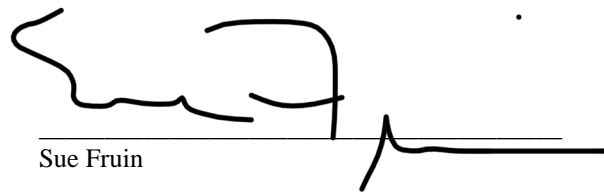
23. Lessor shall be entitled to attorneys fees if Lessee defaults under this lease or in any proceedings filed by Lessor to regain possession of the property.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day first above written.

LESSOR:  
VILLAGE OF LAKE IN THE HILLS

LESSEE:

\_\_\_\_\_  
By: Ray Bogdanowski  
Its: Village President

  
\_\_\_\_\_  
Sue Fruin

600 Harvest Gate  
Lake in the Hills, IL 60156

7103 Mensching Road  
Huntley, IL 60142





# INFORMATIONAL MEMORANDUM

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**MEETING DATE:** March 12, 2024  
**DEPARTMENT:** Public Works  
**SUBJECT:** Woods Creek Reach 9

## EXECUTIVE SUMMARY

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Under the guidance of the Village's previous engineer, Christopher B. Burke Engineering, the Village established a plan to improve storm water quality, which consisted of a three-phase project to stabilize its portion of the Woods Creek streambank before performing dredging of Woods Creek Lake to remove silt and sediment. Construction of the first phase, referred to as Reach 10 was completed in 2021, Reach 11 the second phase of the project was completed in 2023, and Reach 12 the final phase was completed in late 2023.

During the onboarding process with the new Village Engineer, Baxter and Woodman, it was identified that Reach 9 in the Woods Creek Watershed Based Plan should be improved prior to moving forward with the dredging of the lake. Reach 9 includes approximately 1,300 linear feet of Woods Creek and approximately 10-acres of riparian area located immediately north of IL Route 62 and continuing up to the start of the Reach 10 project. When the project plan was initially developed, the condition assessment of Reach 9 had given the project a lower priority making it ineligible for IEPA grant funding. For this reason, it was bypassed and work continued on Reaches 10, 11 and 12. With these sections now complete, Baxter and Woodman believes Reach 9 can be reassessed and submitted for IEPA grant funding.

In order to proceed, Baxter and Woodman would need to complete an assessment to determine appropriate ecological restoration and stewardship options related to stabilizing eroded streambanks, enhancing channel conditions, and restoring and stewarding the native plant communities along the riparian corridor. Baxter & Woodman will record detailed notes and take photos related to existing conditions and proposed restoration & stewardship options. The information collected will be used to develop a Conceptual Stream/Riparian Ecological Restoration Plan and Cost Estimate. Once complete, representatives from Baxter and Woodman would present their findings and recommended next steps to the Board at a future meeting.

## FINANCIAL IMPACT

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In the FY2024 budget, the Village had included \$315,000 for the dredging of Woods Creek Lake. This work would be deferred while Baxter and Woodman is engaged to complete their assessment of Reach 9. This initial step is expected to cost \$9,500. No budget amendment would be needed at this time.

## **ATTACHMENTS**

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1. Baxter and Woodman Scope and Fees Report

## **SUGGESTED DIRECTION**

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Unless the Board directs otherwise, staff will move forward with authorizing Baxter and Woodman to begin preparing the Woods Creek Reach 9 Conceptual Stream/Riparian Ecological Restoration Plan and Cost Estimate. As such, the engineering associated with the dredging of Woods Creek Lake would be postponed until we have a solid picture of the appropriate next steps.

**BWNR SCOPE & FEES FOR WOODS CREEK REACH 9 CONCEPTUAL PLAN & OPC****Task 1. Stream & Riparian Area Assessment**

A Baxter & Woodman Senior Restoration Ecologist, Construction Manager, and Environmental Engineer will visit the approximately 1,300 linear foot section of Woods Creek Reach 9 and approximately 10 acre riparian area located immediately north of IL Route 62 (see map, right) then complete an assessment to determine appropriate ecological restoration and stewardship options related to stabilizing eroded streambanks, enhancing channel conditions, and restoring and stewarding the native plant communities along the riparian corridor. Baxter & Woodman will record detailed notes and take photos related to existing conditions and proposed restoration & stewardship options. The information collected will be used to develop a Conceptual Stream/Riparian Ecological Restoration Plan and Cost Estimate.

**Lump Sum Fee: \$2,500**

**Task 2. Conceptual Stream/Riparian Ecological Restoration Plan & Cost Estimate**

Baxter & Woodman will develop a Conceptual Stream/Riparian Ecological Restoration Plan that includes the following:

- 1) Streambank and channel stabilization and enhancement options.
- 2) Invasive species (tree, shrub, & herbaceous) removal recommendations.
- 3) Native landscape plan with seeding and tree/shrub planting recommendations.
- 4) Erosion control plan.
- 5) 3-year stewardship recommendations to meet Performance Standards.

Baxter & Woodman will prepare an Opinion of Probable Cost (OPC) for ecological restoration and stewardship included in the Conceptual Stream/Riparian Ecological Restoration & Stewardship Plan.

**Lump Sum Fee: \$5,500**

**Task 3. PowerPoint Presentation & Next Steps**

Baxter & Woodman will prepare and present (in PowerPoint) the findings of the Conceptual Stream/Riparian Ecological Restoration Plan to Village of Lake in the Hills staff via Zoom or in person. Next steps will also be discussed related to designing, permitting, funding, and constructing the project.

**Lump Sum Fee: \$1,500**



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 12, 2024  
**DEPARTMENT:** Public Works  
**SUBJECT:** Nockels Pier Replacement Project

## EXECUTIVE SUMMARY

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Staff seeks Board approval for the award of a contract with Cube Docks of Antioch, IL, for the replacement of two piers at Nockels Park located at 145 Hilltop Drive for fiscal year 2024, in an amount not to exceed \$48,500.00.

On January 29, 2024, Village staff released a Request for Proposal (RFP) for the project to the Village's website; a public notice was published in the Northwest Herald, and Village staff contacted twelve vendors to notify them of this opportunity. The project consists of the replacement of both the public pier and the pier used by the police department to dock the boat used to monitor lake activity.

On February 20, 2024, one sealed proposal was received from Cube Docks for \$48,500.00 for both piers. Cube Docks is a new contractor working for the Village. Staff contacted their work references and were pleased to find that each of them who responded did so positively, stating they were very satisfied with their results and that they were professional, were on time, and had no issues, further stating that they would use them again in the future. As such, Village staff recommends awarding a contract with Cube Docks for \$48,500.00.

## FINANCIAL IMPACT

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The Village's FY2024 budget includes a total of \$49,000.00 for the Nockels Pier Replacements, of which \$27,000.00 was from the Capital Improvement Fund for the public pier, which is the larger of the two piers. The remaining \$22,000.00 was budgeted out of the Public Properties Division. The low bid of \$48,500.00 came in \$500.00 below the budget, so the savings was distributed evenly between the two piers.

## ATTACHMENTS

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1. Cube Docks Bid Certification
2. Bid Tabulation Sheet
3. Specifications

## RECOMMENDED MOTION

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Motion to accept the bid and approve a contract with Cube Docks for the Nockels Pier Replacement project, in an amount not to exceed \$48,500.00.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS  
BID CERTIFICATION FORM

CONTRACTOR'S NAME: Cube Docks  
ADDRESS: 25161 W IL Rt 173  
Antioch IL 60002

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 CONTRACTORS, 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 Contractor 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 forty-eight thousand five hundred Dollars (\$ 48,500)

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 Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor 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 Contractor, or to secure any advantage against any other Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 and installation of the Nockles Pier to its designated location and ready for use.

**4. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said "Replacement of Nockles Pier", [he/she] will completely perform the contract in strict accordance with its terms and conditions by May 31, 2024, after notification of award of contract.

**5. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Nockles Pier, in accordance with the following specifications and drawings as attached.

**6. CONDITIONS:**

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

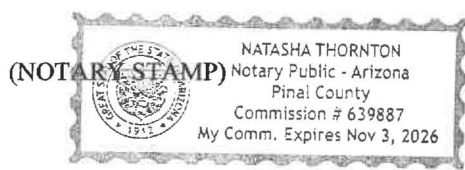
Dated at 1:15 p.m. this 13<sup>th</sup> day of February, 2024.

By: [Signature]  
(signature)

Its: Owner  
Title

Robert Gillum, being duly sworn, deposes and states that he/she is the owner  
of Cube Decks and that the statement  
above is

true and correct. Subscribed and sworn before me this 13<sup>th</sup> day of February, 2024



[Signature]  
Notary Public

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

# Nockles Park Pier Replacements

Village of Lake in the Hills, IL - Bid Tabulation

RFP DUE DATE: February 20, 2024 - 10:00 a.m.

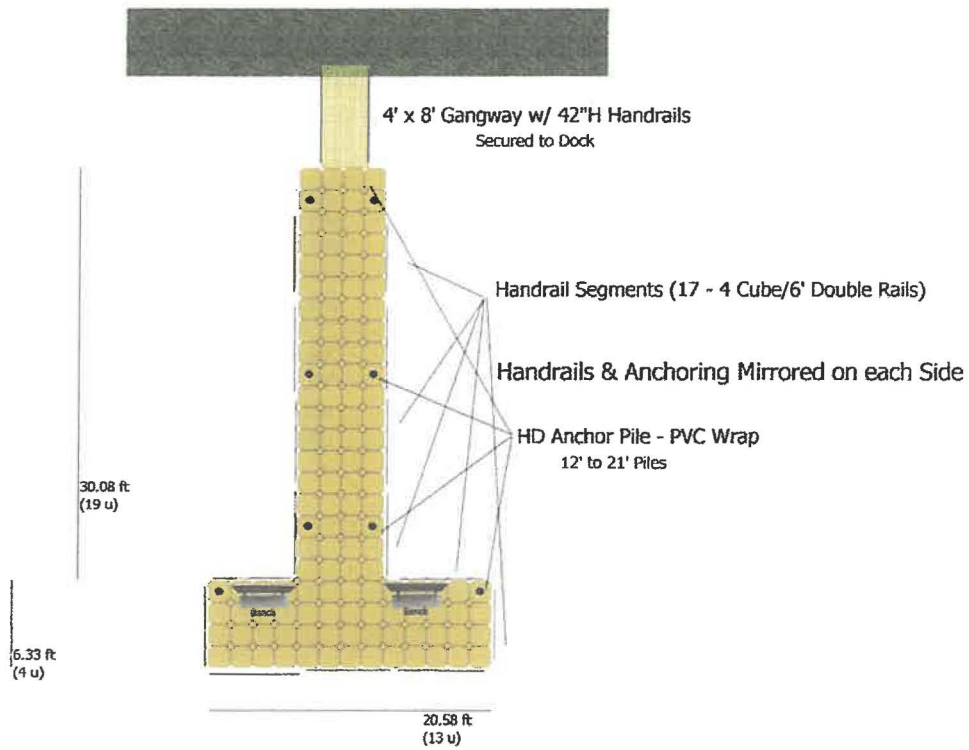
Company	RFP Amount
Cube Docks	\$48,500.00

**GILLUM PERFORMANCE SYSTEMS, LLC**  
41924 W SOLITAIRE DR.  
MARICOPA, AZ 85138  
1-309-644-0941  
BOB@CUBEDOCKS.COM

**Date: 2024-02-12**

To : **Scott Parchutz - Nockles Park Lake in the Hills**  
9010 Haligus Road  
Public Works Department  
Lake in the Hills, IL 60156  
<https://bids.lith.org>

**PIER 1 Fishing Pier**



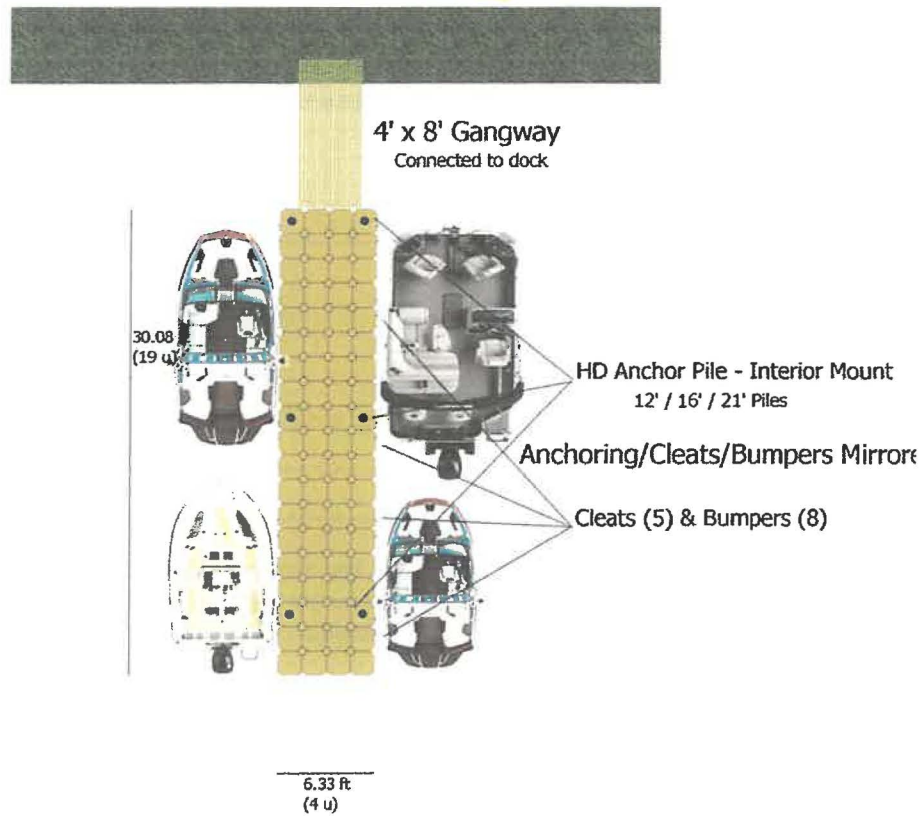


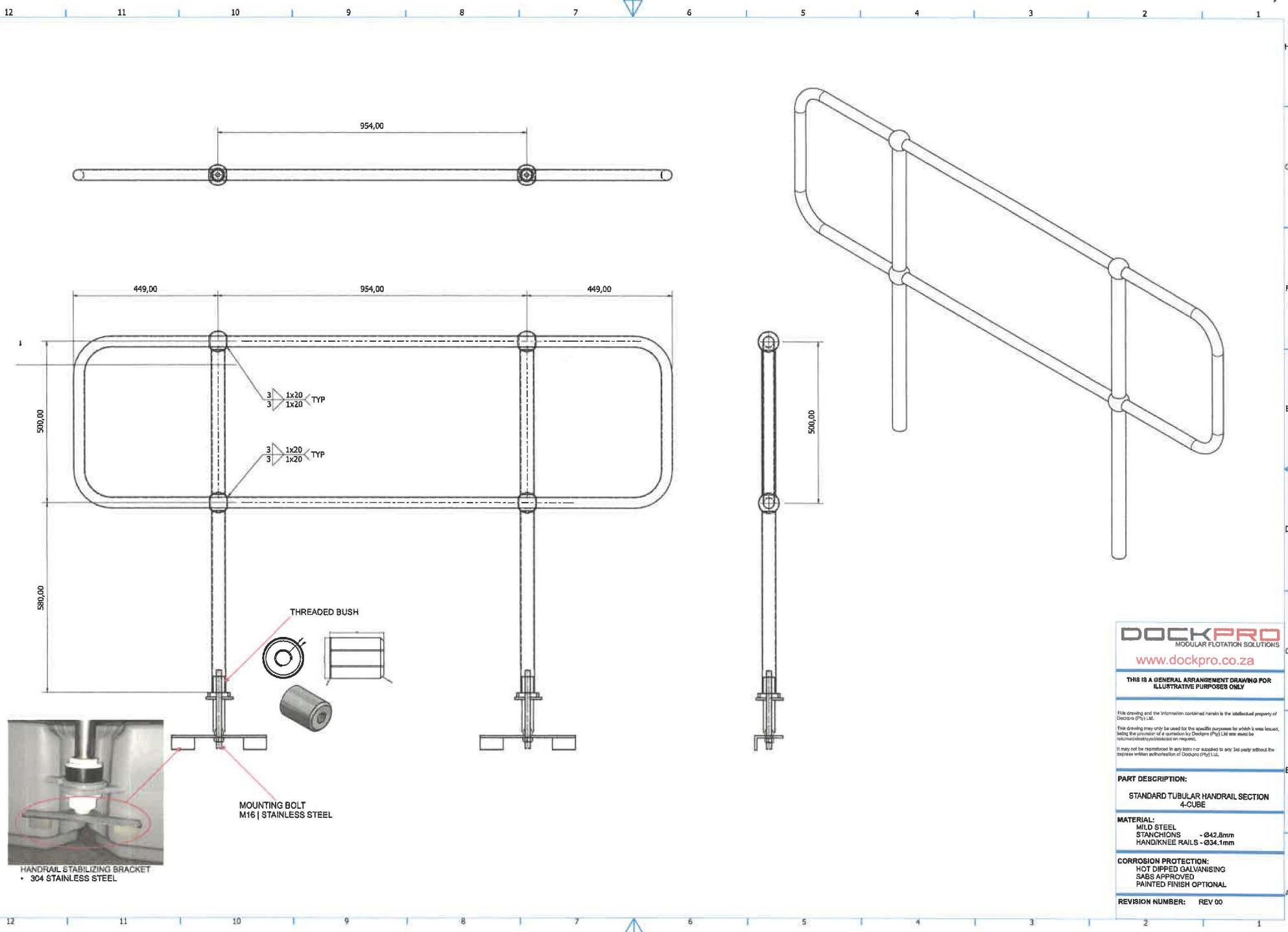
**GILLUM PERFORMANCE SYSTEMS, LLC**  
41924 W SOLITAIRE DR.  
MARICOPA, AZ 85138  
1-309-644-0941  
BOB@CUBEDOCKS.COM

**Date: 2024-02-08**

To : **Scott Parchutz** Nockles Park Fishing Pier  
9010 Haliguis Road  
Public Works Dept.  
Lake in the Hills, IL 60156

**PIER 2 BOAT PIER**





**DOCKPRO**  
MODULAR FLOTATION SOLUTIONS  
[www.dockpro.co.za](http://www.dockpro.co.za)

**THIS IS A GENERAL ARRANGEMENT DRAWING FOR ILLUSTRATIVE PURPOSES ONLY**

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**PART DESCRIPTION:**  
STANDARD TUBULAR HANDRAIL SECTION  
4-CUBE

**MATERIAL:**  
MILD STEEL  
STANCHIONS - Ø42,8mm  
HAND/KNEE RAILS - Ø34,1mm

**CORROSION PROTECTION:**  
HOT DIPPED GALVANISING  
SABS APPROVED  
PAINTED FINISH OPTIONAL

**REVISION NUMBER:** REV 00

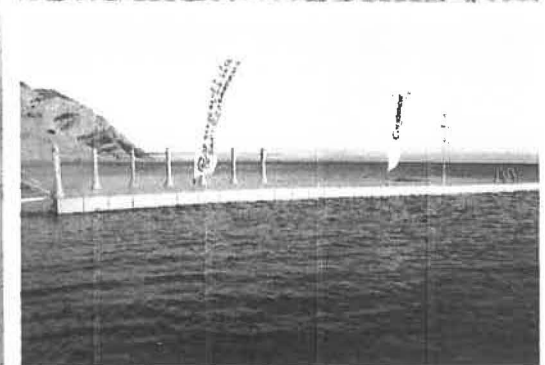
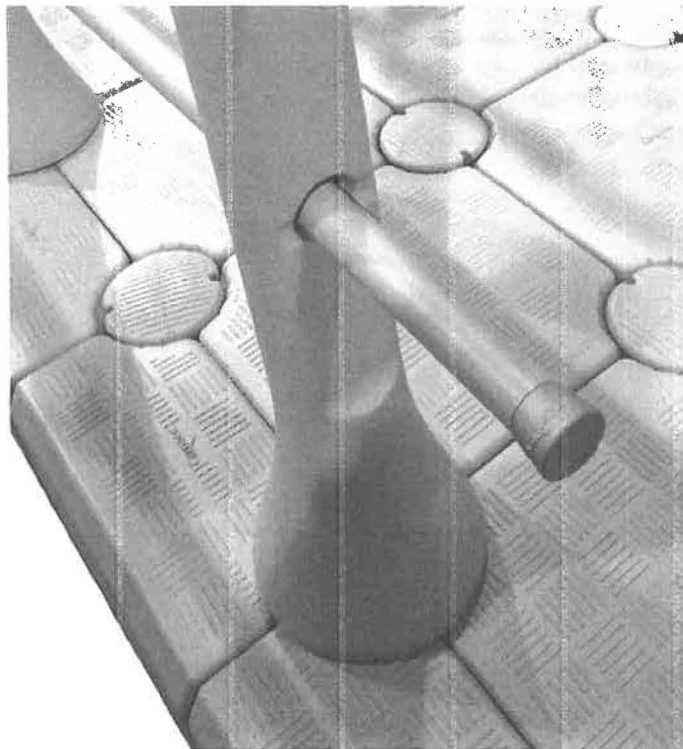
Modular Floating System  
**CanDOCK**

9441 Bourque Blvd.  
Sherbrooke, Quebec J1N 0G2  
CANADA

Tel. : 819 847-2599  
Toll-free : 1 888 547-2599 (North America)  
Fax : 819 847-3250



candock@candock.com  
CANDOCK.COM





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 12, 2024

**DEPARTMENT:** Public Works

**SUBJECT:** Waive competitive bid requirements and award contract for Dam 2 controls upgrade

## EXECUTIVE SUMMARY

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Staff seeks Board approval to waive competitive bidding requirements and award a contract for the Dam 2 controls upgrade to Concentric Integration, LLC in the amount of \$157,900.00.

The Village uses an autodialer system, an individual hardware alarm dialer installed at the dam for alarm notification. This system is no longer manufactured and requires costly plain old telephone service (POTS) lines and has limited flexibility for changes in call out order. In addition, alarms are limited to a partial amount of alarm channels, which are typically less than the number required to report accurate information during alarm situations. Concentric would migrate the software-alarmed platform to Mission Managed Scada system that provides alarm notifications using a combination of voice calls, text messages and email messages. Mission Managed SCADA allows many more alarms to be configured, provides a single point of user management, and provides alarm history, which the current autodialer system does not. A generator backup system, site lighting and video surveillance will also be installed.

Baxter & Woodman/Concentric Integration, the Village engineer, has been a trusted water production advisor for the Village for several years and has been successfully performing SCADA water treatment plant upgrades for the Village. Concentric Integrations familiarity and expertise with installation, setup, training and management of SCADA systems is paramount. They are also the only outside entity to have access to the programming for the Village. To put this project to competitive bid would mean that other outside companies would then have access to the Villages programming. For these reasons, staff is requesting to waive the competitive bidding requirements and award this project to Concentric Integration.

## FINANCIAL IMPACT

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The Village's FY2024 budget includes \$180,000.00 for the Dam 2 Controls Upgrade in the Capital Improvement Fund. The total cost for the Dam 2 upgrades is \$157,900.00, which is \$22,100 under budget.

## ATTACHMENTS

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1. Concentric Integration Proposal and Addendum
2. Capital Asset Form

## RECOMMENDED MOTION

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Motion to waive the competitive bidding requirement and award a contract to Concentric Integration, for the Dam 2 Controls Upgrade for \$157,900.00.



# Project Proposal

January 24, 2024

Mr. Tom Dunn  
Crew Leader  
Village of Lake in the Hills  
9010 Haligus Road  
Lake in the Hills, IL 60156

Subject: Dam #2 Control Improvements

Concentric Project Number: 2325384.00

Dear Mr. Dunn:

Concentric Integration provided the Village with a Technical Memo detailing control improvement recommendations for Dam #2. In summary, the recommendations are as follows:

- Replace the existing 30+ year old control panel with a new, larger stainless-steel enclosure with modern controls.
- Install a natural gas supplied generator of sufficient capacity to power the control panel and dam gate actuators in the event of a utility power failure.
- Install high quality, narrow flood light fixture to illuminate the dam structure and a pair of commercial LED flood lamps for the area surrounding the control panel.
- Install 4k resolution pan/tilt/zoom surveillance cameras to remotely monitor the site.
- Install a cellular, cloud-based alarming and monitoring system for notifying Village staff of any abnormal process conditions.

Additional details regarding the recommendations can be found in the Dam #2 Technical Memo.

Concentric Integration greatly appreciates the opportunity to propose the following Scope of Services to improve the Village's Dam #2 site.

## Scope of Services - General

---

### *Labor*

### *Project Management*

1. Plan, schedule, and coordinate the activities required to complete the Project.
2. Coordinate an onsite kickoff meeting at Public Works prior to start of work.





3. Provide bi-weekly project status updates via email and discuss status with the Customer's Project Manager as needed.
4. Manage a punch-list upon the last task of the project.
  - a. The Village will be responsible providing punch-list items to Concentric's Project Manager
  - b. Punchlist will be agreed up between Concentric's and the Village's Project Manager(s) one week after the last task of the project.

## Scope of Services – Control Panel Upgrade

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### *Equipment*

Concentric will provide the following equipment:

1. Quantity one (1) fully assembled 316L Stainless Steel outdoor-rated NEMA 4X enclosure with 24Vdc based relay control.

### *Labor*

#### Control Panel

1. Design new 316L Stainless Steel, NEMA 4X with 24Vdc float control circuitry.
2. Subcontract Cygnet Controls, Inc., or other qualified panel builder, to fabricate the new Control Panel.
  - a. Conduct Factory Acceptance Test (FAT) at the panel shop to ensure new Control Panel meets specifications.
3. Subcontract New Castle Electric to remove the existing control panel and install the new panel.

#### Startup/Commissioning

1. Verify Dam control operation and document results using Field Device Test Report.

#### Documentation

1. Provide via USB flash drive or secure electronic file-share using Microsoft OneDrive, or similar, electronic copies of the following:
  - a. Signed Field Device Test Report
  - b. Control panel drawings of Dam Control Panel





## Scope of Services – Generator Backup System

---

### *Equipment*

The following equipment will be provided:

1. One (1) Generac 7042 Generator, 22kW natural gas.
2. One (1) Generac RXSW100A3 Automatic transfer switch, 100A, NEMA 3R.
3. One (1) Manual transfer switch, 100A, NEMA 3R.
4. One (1) Plug, 30A 240V (for portable generator).

### *Labor*

#### Generator Installation

1. Subcontract New Castle Electric to furnish and install the generator, automatic transfer switch and manual transfer switch. New Castle Electric will also provide other components as required for a complete installation, such as conduit, connectors, etc.
  - a. The contractor will trench and install a PVC sleeve per Nicor's standard to the point where Nicor locates their connection.
  - b. An allowance is included to cover potential additional service installation expenses, landscaping restoration and/or road restoration expenses. Unused allowance funds to be refunded to the Village after project completion.

#### Generator Startup/Commissioning:

1. Commission the equipment listed above per manufacturer's recommendations.
2. Verify Generator successfully provides emergency power to the site.
3. Verify Automatic Transfer Switch (ATS) transfers power from utility to emergency power when utility power fail is detected. Verify ATS transfers back to utility when utility power becomes available again and is stable.
4. Verify Manual Transfer Switch functionality and portable generator can provide emergency power to site.
5. Document results using Field Device Test form.







### Documentation

1. Provide via USB flash drive or secure electronic file-share using Microsoft OneDrive, or similar, electronic copies of the following:
  - a. Signed Field Device Test Reports
  - b. Generac Generator, ATS, and Manual transfer switch Operation & Maintenance Manuals.

## Site Lighting and Video Surveillance

---

### **Equipment**

Concentric will provide the following equipment:

1. Quantity Two (2) Verkada CD62-E Outdoor Dome Cameras with 512GB of storage, 30 days of history, and required mounting hardware.
  - a. One year hardware warranty with cloud video server subscription service.
2. Quantity one (1) Sierra Wireless Wireless AirLink XR80 5G Multi-Network Cellular Router with MIMO antenna
  - a. 5-year AirLink Complete Warranty
3. Quantity one (1) Scheinder Electric APC 750VA Uninterruptible Power Supply
4. Quantity one (1) Narrow spotlight LED fixture.
5. Quantity one (1) Dual Floodlight with flood bulbs
6. Other components as required for a complete installation, such as cables, PoE injectors, etc.

### **Labor**

#### Surveillance Camera Installation

1. Provide and configure Verkada outdoor dome cameras for monitoring the dam structure and pond. Live and historical video footage will be accessible through Command, Verkada's web-based platform.
  - a. The cameras will be installed on top of the extended control panel support struts or Village supplied light pole.
  - b. Default camera views will be one directed at the dam structure and the second towards the downstream pond.
  - c. Provide training for the Village on accessing and navigating the Verkda web portal.







2. Provide, install, and configure Sierra Wireless cellular router for providing internet access to the surveillance cameras.
3. Install UPS within new control panel to power the above the equipment.

#### Site Lighting Installation

1. Provide and install LED spotlight and dual flood on the extended control panel support struts or Village supplied light pole.

## Remote Monitoring & Alarming

---

### **Equipment**

Concentric will provide the following equipment:

1. Quantity one (1) Mission Communications MyDRO 850 Remote Terminal Unit (RTU).
2. Quantity one (1) Mission Communications OP750 High level float repeater (powers high float for status during power interruptions).
3. Quantity one (1) Mission Communications OP653 Input expansion module (to provide more granular alarms).
4. Quantity one (1) Service package, one year
5. Quantity one (1) Vega VEGAPULS C 22 Radar level sensor
6. Quantity One (1) Citel DLA-24D3 Analog surge suppressor (to protect the level input).
7. Quantity One (1) Functional Devices RIBXKTF current switch.
8. Other components as required for a complete installation.

### **Labor**

#### Remote Alarming and Monitoring

1. Provide, install, and configure a Vega radar level sensor to monitor the Lake water level.
2. Provide, install, and configure the Mission Communication OP653 for monitoring the following process alarm conditions:
  - a. Control Panel Low Temperature
  - b. Low Lake Level
  - c. Float High Lake Level
  - d. Radar High Lake Level





- e. Gate 1 Failed
  - f. Gate 2 Failed
  - g. Stage 1 Failed
  - h. Stage 2 Failed
  - i. Generator Running/Emergency Power
  - j. Generator Fail
  - k. Utility Power Fail (delayed)
  - l. Well Heater On
3. The Mission RTU will be mounted on a swing-out panel inside the control enclosure.
  4. Configure call out rosters within the Mission web portal to notify Village staff when an alarm condition occurs. Alarming can be configured to generate voice call, text messages, and/or, email messages.
  5. Configure a dedicated monitoring screen, within the Mission web portal, to view current the Lake Level historical trends, and current/past alarm statuses.
  6. Verify Village staff receive alarms notifications for all alarms configured above. Document results using Field Device Test form.
  7. Train Village staff on how to access and navigate the Mission web portal.

#### Documentation

1. Provide via USB flash drive or secure electronic file-share using Microsoft OneDrive, or similar, electronic copies of the following:
  - a. Signed Field Device Test Reports
  - b. Mission RTU Configuration

## Fee

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Our fee for the above scope is a lump sum of \$157,900.

The above fee includes a \$10,000 allowance to cover potential additional service installation expenses, landscaping restoration and/or road restoration expenses. Unused allowance funds to be refunded to the Village after project completion.

This proposal is valid for 90 days from the date issued.

## Concentric Assumptions / Customer Responsibilities

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1. Customer will assign an initial project manager at the project kickoff meeting.





2. Customer will provide site access for installation, programming, and startup during Customer's normal business hours. Work outside of Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
3. Customer understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Customer to repair, as-needed, under a separate contract.
4. Customer will dispose of/recycle any removed equipment.
5. Customer understands that software/materials purchased outside Concentric may require regular support, and it will coordinate directly with the manufacturer to identify support costs for future budgeting purposes.

## Annual Support

---

This project will add additional hardware and software to the Customer, some of which has support or maintenance associated with it. Concentric recommends the Customer maintain any applicable support agreements once the initial support/warranty periods expire. On this project, we have included the following support agreements, that all begin approximately at the date the product is shipped (not necessarily the date it is onsite) and last for periods varying from one year to three years.

Following is the recommended support and estimated amounts for annual renewals (this is provided solely for budgetary purposes and will need to be quoted at the time of renewal):

Description	Annual Renewal
Mission RTU Cellular Service	\$650
Verkada Web Portal	\$150
<b>Total</b>	<b>\$ 800</b>

Manufacturer standard warranty on all other hardware

## Project Schedule

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Concentric is available to begin work upon notice to proceed.

## Warranty

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The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

- DOES apply  
 DOES NOT apply





## Standard Terms and Conditions References

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**Effective Date:** The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

**Third Party Materials** (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- DOES apply
- DOES NOT apply

**Notices:** Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

## Standard Terms and Conditions

---

Concentric Integration, LLC's Standard Terms and Conditions, Version 10.2 (V10.2), located at <http://goconcentric.com/standard-terms/> are hereby incorporated into this Project Proposal as though fully attached hereto. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.





## Acceptance

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

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE  
President  
MDK



CUSTOMER:  
VILLAGE OF LAKE IN THE HILLS

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

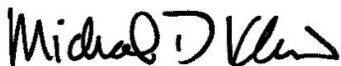
P:\LITHV\2325384-DAM\_2 CONTROL IMPRO\_PROMO\2325384 - DAM 2 CONTROLS IMPROVEMENTS - PROPOSAL.DOCX



ADDENDUM TO PROJECT PROPOSAL, DATED JANUARY 24, 2024, BETWEEN CONCENTRIC INTEGRATION, LLC AND THE VILLAGE OF LAKE IN THE HILLS

The following provisions are made part of the terms of agreement between the Village of Lake in the Hills (“Village”), and Concentric Integration, LLC (“Concentric”), in addition to what is stated in the “Project Proposal” dated January 24, 2024. The provisions herein are intended to be cumulative and compatible with the terms contained in the “Project Proposal” document (“Proposal”). 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 Proposal:

1. Concentric is being engaged to perform certain installations and upgrades to the Village’s Dam #2, generally described as the implementation of a supervisory control and data acquisition (SCADA) system.
2. Concentric understands and accepts that work on the project is subject to the Illinois Prevailing Wage Act and that Concentric has an affirmative obligation to substantiate compliance with the Act through the Illinois Department of Labor, including but not limited to submitting certified payroll and maintaining payroll records, as further described in and required by the Act.
3. Nothing in the parties’ agreement shall be construed to create any third-party rights or to create any liability or legal duty against any party to this Agreement which does not otherwise exist.
4. Any dispute arising out of or related to the Document and/or Addendum shall be heard exclusively in the McHenry County Circuit Courthouse with the laws of the State of Illinois to apply.
5. Concentric shall maintain, at all times while performing work or service under the Proposal and this Addendum, workers compensation insurance including \$1,000,000 for Employer Liability, Comprehensive Motor Vehicle Liability not less than \$2,000,000, and Comprehensive General Liability on an occurrence basis with General Aggregate cover of no less than \$10,000,000. Limits may be met in combination of Primary and Excess/Umbrella Policies
6. Concentric agrees to fully indemnify and hold the Village harmless from and against any claims, liabilities, and theories of damages caused by Concentric’s negligent acts as provided in the Proposal and this Addendum, excepting only the negligent or tortious acts of the Village, including its employees and agents.
7. Nothing in the Proposal or this Addendum is intended to, nor shall it, create a master-servant or employer-employee relationship between the parties, and the parties agree that Concentric is an independent entity and contractor whose skill and experience is relied on by the Village to perform the scope of services.
8. The Proposal and this Addendum may be executed in counterparts, and facsimile/electronic signatures are considered valid and fully enforceable proof of execution.
9. The Proposal and this Addendum shall remain valid to the maximum extent permitted by law if any part of the Contract shall be held invalid for any reason.



Concentric Integration, LLC

Village of Lake in the Hills

By: Michael D. Klein

By: \_\_\_\_\_

Its: President

Its: \_\_\_\_\_

Date: 3/4/2024

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



# CAPITAL ASSET REQUEST FORM

**CAPITAL ASSET:** Dam 2 Control Upgrades

**TOTAL COST:** \$180,000.00

**DEPARTMENT:** Public Works

**CLASSIFICATION:** Rehabilitation or Asset Management

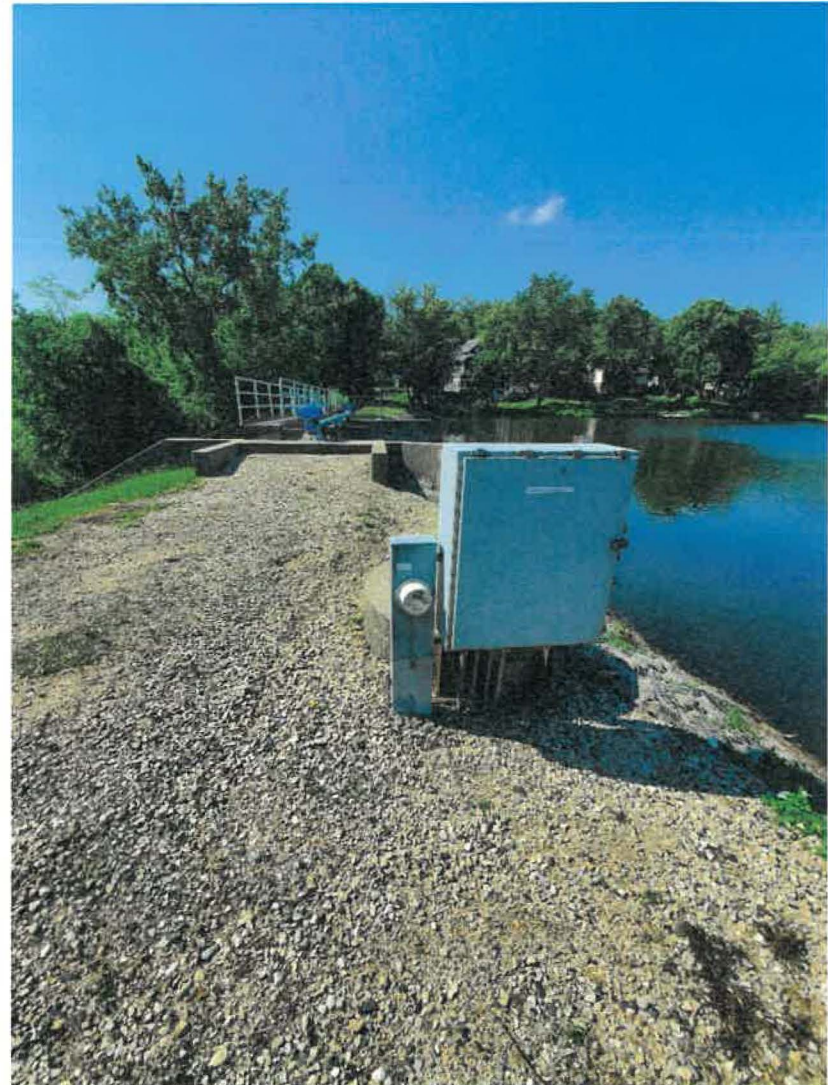
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## DESCRIPTION:

The Dam 2 controls monitor the levels of the Goose and Willow lakes, adjusting accordingly to allow or limit water over the dam, ensuring residents downstream of the dam do not flood during heavy or prolonged rain events.

Staff is recommending replacement of the Dam 2 controls which has reached the end of its usable life at 36 years. Every three years, the Village engineer evaluates the condition of the dam's infrastructure as required by the Illinois Department of Natural Resources. Based on this assessment and age of the controls, staff determined a need to update the control system.

Delaying the replacement of the Dam 2 controls could lead to higher future replacement costs and Dam issues, and will possibly require extensive maintenance to keep the asset functional.





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 12, 2024  
**DEPARTMENT:** Public Works  
**SUBJECT:** Impact Attenuating Surface Services

## EXECUTIVE SUMMARY

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Staff recommends awarding a contract with Homer Industries in the amount of \$25,568.00 for the 2024 Playground Impact Attenuating Surface project.

Annually, Public Works contracts with a service provider to replace the playground mulch, otherwise known as impact attenuating surface (IAS), at each Village-owned playground. The Village published a request for proposal (RFP) for Playground Impact Attenuating Surface in the Northwest Herald on January 11, 2024, posted the notice to the Village website, and sent invitations to sixty-four companies listed on the Village approved vendor list. The Village received two responses ranging from a high of \$42,112.00 to a low bid of \$25,568.00 from Homer Industries. The Village has contracted with Homer Industries in the past and has been satisfied with their services.

## FINANCIAL IMPACT

---

The Village's 2024 budget includes \$31,420.00 for impact attenuating surface; however, Homer's bid of \$25,568.00 is \$5,852.00 under the total budget and broken out below in the following funds.

- General Fund: 30.32.61.04 = \$8,296.00
- SSA2: 308.61.04 = \$6,120.00
- SSA3: 312.61.04 = \$2,312.00
- SSA4A: 316.61.04 = \$1,572.00
- SSA4B: 320.61.04 = \$128.00
- SSA5: 324.61.04 = \$1,700.00
- SSA6: 328.61.04 = \$2,720.00
- SSA15: 352.61.04 = \$2,720.00

## ATTACHMENTS

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1. Homer's Bid Certification
2. Bid Tabulation Sheet

## RECOMMENDED MOTION

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Motion to accept the bid and award a contract with Homer Industries for the 2024 Playground Impact Attenuating Surface in an amount not to exceed \$25,568.00.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS  
BID CERTIFICATION FORM

CONTRACTOR'S NAME: Homer Industries, LLC

ADDRESS: 13920 Archer Avenue, Lockport, Illinois 60441

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 CONTRACTORS, hereby affirms and agrees to enter into a contract with the Village of Lake in The Hills, Illinois; for blown in playground impact attenuating surface delivered to (19) sites as listed above.

The undersigned hereby also certify that in accordance with 710 ILCS 7/33E-11, the Contractor 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; and for blown in playground impact attenuating surface delivered to (19) sites listed above.

To PROVIDE all supervision, labor, material, equipment, and all other expense items to complete the entire work covered by all specifications for the entire work; for blown-in playground impact attenuating surface delivered to (19) sites listed above.

FOR THE LUMP SUM OF (spell out) Twenty-five thousand five hundred sixty-eight Dollars (\$ 25,568.00 ).  
Include a breakdown of per cu. yard cost for 752 cu. yards at (\$ 34.00 per cyd ) each.

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 Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor 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 Contractor, or to secure any advantage against any other Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 delivered and blown-in fibar, [he/she] will completely perform the contract in strict accordance with its terms and conditions by May 31, 2024, and after notification of the award of the contract.

**5. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said delivered blown-in fibar in accordance with the following specifications as attached.

**6. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned certifies that this proposal does not include any 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 the bid.

Dated at 7:05 pm this 29th day of January, 2024.

By: Todd M. Hahn  
(Signature)

Its: C.O.O.  
Title

Todd Hahn, being duly sworn, deposes and states that he/she is the C.O.O.  
of Homer Industries and that the statement above is

true and correct. Subscribed and sworn before me this 29th day of January, 2024

Sarah Semetulskis

(NOTARY STAMP)

Notary Public

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_



# 2024 Impact Attenuating Surface Contract

Bid Tabulation

9:00 a.m. on January 31, 2024

Company	Cost Per Cubic Yard	Lump-Sum Cost
Homer Industries	\$34.00	\$25,568.00
McGrinty Bros Inc	\$56.00	\$42,112.00