



LAKE IN THE HILLS SANITARY DISTRICT

515 PLUM STREET • LAKE IN THE HILLS IL 60156 • P: 847-658-5122 • F: 847-658-4523

**AGENDA
REGULAR MEETING
OF THE BOARD OF TRUSTEES
March 21, 2024
7:00 p.m.**

REGULAR MEETING OF THE BOARD OF TRUSTEES

Roll Call

Pledge of Allegiance

Approval of Minutes

Public Comments

Consent Agenda

- A. Approval of Amended Materials Management Agreement between Synagro and Lake in the Hills Sanitary District.**

Specific Agenda

Treasurer's Report

Approval of Bills

Grand total of all bills presented for approval is \$419,428.01 of which \$36,304.03 is from the Governmental Funds, \$210,230.23 is from the Operations and Maintenance Funds, \$0.00 is from the Construction Funds, and \$172,893.75 is from the Bond and Interest Funds.

Manager's Report

Business License, Seawall, and Siren Updates

Engineer's Report

Attorney's Report

Unfinished Business

New Business

Adjournment

**Lake in the Hills Sanitary District
Board of Trustees Regular Meeting & Decennial Committee Meeting Minutes
February 15, 2024**

Roll Call:

The regular meeting was called to order by President Jessica Reed at 7:00pm at the Sanitary District offices located at 515 Plum Street. Roll call was answered by President Jessica Reed, Trustee Russ Ruzanski and Trustee Matt Irsay. Also in attendance at the Sanitary District offices were District Manager Tamara Mueller, Assistant District Manager Mike Nelson, District Engineer Bob Doeringsfeld of Applied Technologies, District Attorney Ann Williams of Storino, Ramello & Durkin and District Treasurer/Clerk Karen Thompson.

Pledge of Allegiance

Approval of Minutes:

Motion was made by Trustee Irsay, seconded by Trustee Ruzanski, to approve the minutes of the Regular Board Meeting of January 18, 2024 as presented. On a roll call vote, President Reed and Trustees Ruzanski and Irsay voted aye.

Public Comments:

None.

Consent Agenda:

- A. Approval of Task Order No. 24-01 in the amount of \$19,152 for Engineering Services related to the lining of VCP sewers tributary to the Dam Lift Station and Presidents Section.
- B. Approval of Materials Management Agreement between Synagro and Lake in the Hills Sanitary District.

Motion was made by Trustee Ruzanski, seconded by Trustee Irsay to approve the Consent Agenda as presented (Items A & B). On a roll call vote, President Reed and Trustees Ruzanski and Irsay vote aye to approve both Task Order No 24-01 and the Agreement with Synagro as presented.

Specific Agenda:

None.

Treasurer's Report:

District Treasurer presented final written copies of the January 2024 Treasurer's reports. She highlighted some of the receipts and expenses on each of the reports. She further added that the customer refunds were higher in January because we received a sewer payment that contained an extra zero which resulted in an overpayment of \$1,800.00.

Trustee Ruzanski had a question about how often the software is updated. District Treasurer provided a response.

Motion was made by Trustee Irsay and seconded by Trustee Ruzanski to approve the January 2024 Treasurer's reports as presented. On a roll call vote, President Reed and Trustees Ruzanski and Irsay voted aye.

Approval of Bills:

District Treasurer presented a list of bills for approval. The only bill she wanted to highlight was the one from the Village of Lake in the Hills for the JULIE costs, as we only see that invoice one time per year.

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Motion was made by Trustee Ruzanski and seconded by Trustee Irsay to approve the List of Bills as presented. The total approved for payment is \$137,651.78 of which \$34,707.92 is from the Governmental Funds, \$102,943.86 is from the Operations and Maintenance Funds, \$0.00 is from the Construction Funds, and \$0.00 is from the Bond and Interest Funds.

The motion passed after a roll call vote; President Reed and Trustees Ruzanski and Irsay voted aye to approve the list of bills as presented.

Manager's Report:

District Manager presented a written copy of the January 2024 Manager's report and a copy of the 2023 Annual Manager's report. She also verbally provided some additional detail on both reports.

She highlighted the following items on the January 2024 report:

- There were no emergency calls in January.
- James started the annual grease trap inspections and they are going well.
- Some District staff received training on the Portalogic software for the new septic receiving station. In January we received the lowest amount of septage for at least the last five years. We are not sure if it was related to weather, the new system, the rate increase, or a combination of all of these factors.

She highlighted the following items on the Annual Manager's report:

- We only issued 2 permits in 2023.
- District personnel responded to 21 after hours calls. Only 5 of these calls were related to District operations and only 2 of those 5 resulted in a backup or an SSO.
- The only project was for the sewer lining.
- Compared to 2022, in 2023 we wasted less, decanted less and processed a little less.
- We received zero industrial waste in 2023 because our only industrial user's lagoon is out of service. Instead of sending to us, they have been hauling their waste.
- Overtime was mostly for weekend and holiday rounds.

Trustee Ruzanski asked if we have had any more intruders. District Manager stated that we have not.

District Manager further added that everyone should have received their email from the County about the Economic Interest Statements. These are due May 1st.

District Manager indicated that we received a request from the Village of Lake in the Hills to apply for a business license. She responded to the Village with a nice email reminding them that as a utility and local government entity we should not have to apply for their business license. The Village emailed back and stated that we still need fill out the business license application. District Manager elaborated that this license specifically states that the Village has granted us permission to operate. That is not an accurate statement as the Sanitary District is regulated by the State of Illinois' Sanitary District Act of 1917, not from a local ordinance created by the Village. This request seems to be over-stepping and unnecessary. The District Attorney indicated that she could prepare a letter stating that having us apply for a business license is not the best use of our time or their time and to kindly remove us from their list.

We have received the permits from the Army Corps of Engineers for the seawall project and have applied for a permit with the Village of Lake in the Hills. The Village has indicated that we have to complete all of these additional steps for them to issue our permit. The contractor, Shoreline Armor, indicated that they have built seawalls all over McHenry, Lake and Cook counties and have never seen a municipality request all of this additional information before issuing a permit. This will cost us a lot of extra money. District Engineer further added that he has reached out to the County, the

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contractor, and other environmental vendors that they use and none of them have ever had to put together full engineering plans for a project like this. The Village states that there can be a maximum of 5 cubic feet of fill per property. This is in place so that property owners can't just extend their property out into the lake. This can be waived if you can prove that erosion has occurred. District Engineer put together a quick document showing the 1964 as built to prove that erosion has occurred. His conservative estimate shows that there has been about 200 cubic yards of erosion. This means that we could get credit for that; however, we would have to pay for more earth moving, which we don't want to do. Initially, the Village requested full engineered stamped drawings. Now they are working on having us use plat maps to estimate. The District Engineer believes this is not very accurate, as there is nothing to tie that back to.

The Village of Lake in the Hills reached out to the District Manager to indicate that they would like to replace their siren that is on District property. The dilemma is that the siren location is right where all of our air lines, SCADA lines, and transformers are located. We are concerned that those could be damaged. We may request drawings so that we can determine if that would be an issue.

Motion was made by Trustee Irsay, seconded by Trustee Ruzanski, to approve the January 2024 Manager's report and the 2023 Annual Manager's report as presented. On a roll call vote, President Reed and Trustees Ruzanski and Irsay voted aye.

Engineer's Report:

District Engineer Bob Doeringsfeld of Applied Technologies provided a written report and a verbal summary of some of the projects that they are currently working on.

These projects are as follows:

1. McHenry County Division of Transportation (MCDOT) Randall Road Project – District Engineer and District Manager met with them last Friday. The bidding has been pushed out to April. The Village's revamped water main design is now conflicting with the sewer. District Engineer will work with James to investigate the condition of the remaining line to determine the extent of replacement. The District Engineer's estimated budget for this project was prepared quite a while ago and with the continued delays there could be some changes to it.
2. District Sanitary Sewer Lining – Task Order No. 24-01 was approved tonight for the 2024 sewer lining project. Two more sections of the Dam Lift station are included, as well as the Presidents section, which has some root issues in that area. There is about 14,000 feet included in this year's lining project. A kickoff meeting will take place in the future.
3. Development Review – A 2nd review of the Starbucks was completed.
4. ComEd Energy Efficiency Program –They have identified all of the electrical equipment on District property, but they need to get some additional information regarding age and usage. There is a kick off meeting with the District staff on 2/27.
5. District Seawall – this was discussed during the Manager's Report.

Attorney's Report:

There is a Bill that would provide that 2 members of a 3 member body could speak outside of meetings. This was introduced to impact the Chicago District Councils about Police. She will keep us apprised.

Another legislative item that is being discussed is to make Decennial Committee work optional. The current law states that this must be done every 10 years.

Unfinished Business:

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Some additional discussion took place regarding the potential legislation under HB5118. If passed, this Bill would no longer allow land application of sludge. If this Bill would move forward, it would cripple most Sanitary Districts in the State. District Attorney does not believe this Bill will be moved this session.

New Business:

None.

Adjournment:

There being no further business to bring before the Board, Trustee Irsay made a motion to adjourn the meeting. Trustee Ruzanski seconded. The motion passed after a verbal vote. All Board Members who were present voted aye.

The meeting was adjourned at 7:51pm.

Decennial Committee Meeting:

The Decennial Committee Meeting was called to order by President Reed at 7:51pm at the Sanitary District offices located at 515 Plum Street. Roll call was answered by President Jessica Reed, Trustee Russ Ruzanski, Trustee Matt Irsay and Committee Members John Murphy and Steve Zelten. Also present were District Manager Tamara Mueller, Assistant District Manager Mike Nelson, District Engineer Bob Doeringsfeld of Applied Technologies, District Attorney Ann Williams of Storino Ramello & Durkin and District Treasurer/Clerk Karen Thompson.

New Business:

A draft report was presented. The Trustees and Committee Members reviewed the report. There were no additional comments. President Reed made a suggestion of what we could use for the "Recommendations" section of the report. Some discussion took place about whether we have an IGA with the Village of Lake in the Hills for the shared expenses on the JULIE fees. We think it was just a verbal agreement and nothing is in writing; however, we will need to do some additional research to confirm or deny that.

Approval:

Motion was made by Trustee Irsay to approve the draft report with the modifications discussed. Motion was seconded by Trustee Ruzanski. On a roll call vote, President Reed, Trustees Ruzanski and Irsay and Committee Members Murphy and Zelten vote aye.

Public Comments and Survey:

None.

Adjournment:

There being no further business to bring before the Board, Committee Member Murphy made a motion to adjourn the meeting. Committee Member Zelten seconded. The motion passed after a verbal vote. All Board and Committee Members who were present voted aye.

The meeting was adjourned at 8:02pm.

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Respectfully submitted,

KT

Karen Thompson,
District Clerk

APPROVED this _____ day of _____, 2024.

President Reed



Materials Management Agreement

This Agreement made and entered into as of this 15th day of February 2024 by and between Contractor and Customer.

C U S T O M E R	Customer Legal Name Lake in the Hills Sanitary District			
	Street Address 515 Plum Street			
	City / Town Lake in the Hills	County McHenry	State IL	Zip Code 60156
C O N T R A C T O R	Synagro Legal Name Synagro Central, LLC			
	Street Address 435 Williams Court, Suite 100			
	City / Town Baltimore	State MD	Zip Code 21220	
T E R M	Commencement Date 2/15/24		Expiration Date 3/1/29	
	The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Such notice must be delivered at least 30 days prior to the end of the then-current Term. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.			
B I L L I N G	Customer Contact Name Tamara Mueller		Telephone # 847-658-5122	
	Street Number / P.O. Box 515 Plum Street		Fax # 847-658-4523	
	Address		Contact Person Tamara Mueller	
			E-mail Address lakeinthehillssanitarydistrict@bill.com	
	City / State Lake in the Hills, Illinois		Zip Code 60156	
S I G N A T U R E S	FOR CUSTOMER:		Date	
	Signature		February 15, 2024	
	Name and Title Jessica Reed, Board President			
	FOR CONTRACTOR:		Date	
	Signature			
	Name and Title			

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Service.

Synagro to provide:

- Biosolids management services that includes loading, transportation, land application.
- 24-hour incorporation of biosolids when land applied
- Maintain authorization and landowner agreements required to land application services.
- Develop and implement monitoring, record keeping and reporting programs as required.
- Provide Semi-annual and annual land application reports.

Customer (LITH) to provide:

- Provide Synagro with 100% of the annual volume of biosolids that meets all local, state, and federal guidelines that are generated at the plant for off-site beneficial reuse. Current volume is estimated at 6,300 cubic yards per year.
- Reasonable access to the owners biosolids storage building
- Notify Synagro of any changes or conditions which could reasonably affect Synagro’s related to scope of work.
- Provide Synagro with current IEPA permits.
- LITH will conduct permit required sludge analyses and report to the contractor through the Notice and Necessary Information (NANI) forms, as required by the land application permit. This data is for the contractor to use in preparing the necessary reports.

Synagro and LITH agree to undertake good faith negotiation efforts if LITH can remove from their land application permit the incorporation of Class B biosolids within 24 hours.

This agreement does not include landfill disposal of biosolids resulting from non-compliant material or force majeure events.

Customer Materials.

- Class B biosolids meeting land application regulations per the customer’s permit

Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner:

- Biosolids are currently stored in open air but covered storage.
- Synagro to load biosolids from storage area.

“Customer Facility(ies) ” shall mean the following locations where Customer Material(s) are generated or stored:

WWTP – 515 Plum Street Lake in the Hills, Illinois

PRICE

\$33.95 per cubic yard, with 24-hour incorporation.

Synagro will load, transport and land apply biosolids.

Synagro and Customer agree each load will be 25 cubic yards. Each party can verify at any time to ensure compliance.

This contract supersedes all other agreements or addendums.

CPI. All Agreement Prices shall be adjusted as follows:

All Agreement Prices shall be adjusted annually beginning on March 1, 2025, based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for All Urban Areas – U.S. with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = 1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

CPI = _____.

Base CPI = _____.

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge (“Fuel Surcharge Adjustment”) to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – PADD 2) is at, or exceeds, \$5.50 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – PADD 2 as published by the U.S. Department of Energy’s Energy Information Administration and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price \$/Gal.	Fuel Surcharge Adjustment %
<\$ Base Price	None
Base Price to Base Price + \$.049	0.5%
Base Price +\$.05 to Base Price + \$.099	1.0%
Base Price + \$.10 to Base Price + .149	1.5%

For each \$0.05/gallon increase thereafter add 0.5%

EXAMPLE:
Base Price = \$5.50 / Gallon

Diesel Price \$/Gal.	(Note 1)	Fuel Surcharge Adjustment %
< \$5.50		None
\$5.51 to \$5.549		0.5%
\$5.55 to \$5.599		1.0%
\$5.60 to \$6.549		1.5%

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices, PADD 2.

GENERAL TERMS AND CONDITIONS

1. Definitions. As used in this Agreement:

A. "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

B. "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

C. "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

D. "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

E. Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions
4. Appendix A (Bid Submittal)

F. "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

G. "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

H. "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

I. "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

J. "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

K. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

L. "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

M. "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

N. "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis) or (iii) contains PFOA/PFAS levels in excess of any federal or state guidelines or regulations.

O. "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

P. "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

Q. "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

2. Additional Documents – In addition to the items specified above in section E. 1-4, Any amendment, exhibit, change order or addendum to the Contract, written and signed by both parties shall become part of the Contract Agreement.

3. Services. Contractor shall provide Contractor Services to Customer.

4. Price and Adjustments.

A. The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

B. Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

C. Contractor shall be entitled to a price adjustment commensurate with changes to the Consumer Price Index (CPI) and local conditions impacting the contracted work being performed if Notice to Proceed (NTP) is not given within ninety (90) Days from receipt of the Notice of Award (NOA). Contractor shall be granted the right to adjust the price, every ninety (90) days thereafter, until NTP is given by the customer. All pricing adjustments resulting from the conditions of this section will be commensurate with the CPI as provided by the Bureau of Labor Statistics for the region of the work being performed, and do not alter, adjust or cancel any section of this agreement, other than the base pricing resulting from the adjusted CPI rates.

5. Ownership of Materials. Customer (City) shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

6. Rejection or Revocation of Acceptance of Materials.

A. Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

B. Within twenty-four- (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 15% of such costs and expenses.

C. Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

7. Change in Conditions Affecting Quality of Materials.

Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

8. Record Keeping. Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

9. Terms of Payment. Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

10. Default Termination.

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;
- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b. of this Agreement.

C. Non-Default Termination

If the Customer has exercised a discretionary right to early termination that is not based on default, the Contractor will be compensated for early termination costs, including but not limited to, recovery of capital costs, lost profit, demobilization costs, employment severance payments and cost to terminate subcontractors and equipment leases.

11. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii) Customer's delivery of Non-Conforming Material to Contractor; (iii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or

proceedings are threatened or commenced, Contractor shall promptly notify Customer.

C. Claims by Provider's Employees. As to any claim made against Synagro, Provider waives any insulation from liability or immunity from suit with respect to injuries to Provider's employees that may be extended to Provider as a result of any payments made by Provider to such employees or under any applicable worker's compensation statute or similar law or judicial decision. Provider hereby indemnifies and holds harmless Synagro from and against any claims made by any of Provider's employees, contractors or representatives working in the course and scope of their employment by Provider unless such claim was the sole and proximate result of the gross negligence or willful misconduct of Synagro. Synagro will be held harmless from any worker's compensation liens incurred from Provider's insurance carrier, third party administrator or self-administered, self-insured claims programs.

12. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

13. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

14. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law. Contractor's liability and out of pocket expenses is capped at the insurance provided in this agreement.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

15. Force Majeure. Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best



Materials Management Agreement

efforts to agree on appropriate mitigating actions under the circumstances. This provision provides performance (including schedule) and financial relief if a Force Majeure event interferes with the Contractor's performance.

16. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

17. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

19. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

20. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

21. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto.

22. Governing Law, Venue Selection. This Agreement shall be governed by and construed under the laws of the State of Delaware.

23. No Third-Party Liability. Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third-party beneficiary to this Agreement.

24. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

25. Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach. No course of conduct or series of dealings shall constitute a waiver hereunder.

26. Notice. Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

Synagro Central LLC- General Counsel
435 Williams Court, Suite 100
Baltimore, MD 21220

With Copies to:
Synagro Central LLC- Area Director
2126 Gould Court
Rockdale, IL 60436

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

27. Consequential Damages. In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

28. Drafting Responsibility. Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

29. Customer Materials. Customer represents and warrants the following with respect to the quality of Customer Materials:

A. Biosolids.

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor. Should changes in law occur which alter the regulatory requirements governing Hazardous Materials, PFAS/ PFOA's, or other 40 CFR 503 regulated substances, Customer agrees in advance to conform with the new requirements, regulatory standards, disposal limits and requirements, or provide compensation to the Contractor necessary to maintain compliance with the terms and conditions of this Agreement and all state, federal, local and, administrative law requirements.

2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Land Application of Biosolids. If land application is an Intended Use of Customer Materials, the following shall apply:

a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.

b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to



Materials Management Agreement

its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction reduction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements. Customer shall be responsible for all cost associated with disposal and transportation.

B. Industrial Residuals:

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.

2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Cadmium. Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.

5. Disease Vectors. Customer Materials shall not attract disease vectors that endanger public health.

6. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

C. Additional Customer Materials (if any):

30. **Ethics Reporting.** In the event that you become aware of unethical or illegal behavior by any Synagro employee, please report such behavior to Synagro through its third-party hotline at 888-577-9486. Reports may be anonymous. You may also report it on-line at EthicsPoint - Synagro Technologies.

LAKE IN THE HILLS SANITARY DISTRICT
MONTHLY TREASURER REPORT - O&M/SEWERAGE FUNDS
 Month of February, 2024

		BANK BALS AT BEGINNING OF PRIOR MONTH	BANK BALS AT BEGINNING OF THE CURRENT MONTH	BANK BALS AT THE BEGINNING OF THE FY
Beginning Cash and Investments				
First National Bank - O & M Account	O&M	820,599.63	1,322,973.79	998,491.34
First National Bank - Depreciation Account	Construction	2,969,024.16	2,976,439.70	2,878,369.45
First National Bank - Surplus Funds	Construction	18,076.35	18,115.40	15,634.43
First National Bank - Bond & Interest Fund	Bond & Int	1,236,382.53	1,241,487.32	1,042,580.25
First National Bank - Sinking Funds	Bond & Int	1,395,727.30	1,398,741.84	1,318,650.46
Algonquin Bank & Trust - Cash Mgr	O&M	1,489,792.31	1,676,965.21	1,722,498.80
Algonquin Bank & Trust - Operating	O&M	0.00	1,130.00	603.00
Credit Cards		(817.89)	(691.38)	(1,278.68)
TOTAL BEGINNING CASH AND INVESTMENTS		7,928,784.39	8,635,161.88	7,975,549.05
SEWERAGE FUNDS				

	PRIOR MONTH	CURRENT MONTH	YTD	BUDGET
Revenues and Receipts				
Sewer Bill Income/User Charges	774,717.70	96,244.97	2,844,680.22	3,600,000.00
Septage Income	35,919.29	15,435.73	413,663.58	350,000.00
Wastewater Discharge Income	6,147.12	6,374.08	70,476.59	65,000.00
Customer Refunds	(2,247.79)	(87.03)	(7,920.58)	-
Connection/Tap-On Fees	-	-	10,400.00	100,000.00
Annexation Fees (inc. GIS)	-	-	-	5,000.00
Downstream & Misc Charges	-	-	-	500.00
Liftstation Recapture	-	-	-	-
Gain/Loss - Sale of Equipment	-	-	-	-
Rebates, Refunds or Grants Received	18,877.95	-	20,788.62	-
Interest Income	21,952.28	21,255.60	205,919.61	75,000.00
TOTAL REVENUES AND RECEIPTS	855,366.55	139,223.35	3,558,008.04	4,195,500.00

Expenditures

PERSONNEL SERVICES

District Personnel Salaries	57,166.40	57,071.03	586,269.21	730,000.00
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ADMINISTRATIVE EXPENSES

Telephone	152.18	152.14	1,960.23	3,000.00
Postage	117.00	850.91	18,990.41	27,500.00
Printing and Publications	-	-	701.68	2,000.00
Office Supplies	-	434.83	3,069.31	7,500.00
Billing and Collection Expenses	4,469.17	11,094.49	84,671.94	75,000.00
Professional Services	240.09	203.93	4,256.02	5,000.00
Training, Travel and Education	-	-	1,155.50	7,000.00
Computer Hardware, Software, and Support	4,312.17	806.12	15,791.97	25,000.00
Community Affairs	-	40.00	593.38	2,000.00
Medical and Life Insurance	26,022.76	26,022.76	228,971.26	275,000.00
	35,313.37	39,605.18	360,161.70	429,000.00

OPERATIONS AND MAINTENANCE

Operating Supplies	2,726.53	2,185.46	39,749.05	60,000.00
Maintenance and Repair (Plant)	4,014.93	13,824.74	58,230.53	150,000.00
Maintenance and Repair (Collection Systems)	-	188.47	13,077.75	300,000.00

	PRIOR MONTH	CURRENT MONTH	YTD	BUDGET
Utilities and Energy	38,085.48	41,211.77	370,659.48	400,000.00
Grounds Upkeep	-	-	16,950.00	30,000.00
Gasoline/Oil	549.96	784.86	9,054.42	20,000.00
Computer and Support Services				2,000.00
Emergency Communications	509.00	942.25	11,963.66	15,000.00
Sludge Management	7,800.00	6,389.79	195,599.61	275,000.00
Professional Services	2,399.40	1,569.70	20,859.93	45,000.00
Residential Reimbursement	-	-	-	10,000.00
Compliance Requirements/Permits	-	-	12,500.00	30,000.00
GIS	-	-	-	10,000.00
	<u>56,085.30</u>	<u>67,097.04</u>	<u>748,644.43</u>	<u>1,347,000.00</u>
CAPITAL IMPROVEMENTS				
New Construction	-	-	888,941.41	1,500,000.00
Plant Equipment	-	-	144,821.89	500,000.00
Collection System	-	-	71,217.91	600,000.00
Vehicles	-	-	-	75,000.00
Legal Expense	-	-	-	5,000.00
Engineering Expense	-	-	76,462.00	200,000.00
Bond, Finance Consulting Expense	-	-	-	1,000.00
	<u>-</u>	<u>-</u>	<u>1,181,443.21</u>	<u>2,881,000.00</u>
BOND TRANSFERS				
Series 2014 Bond, Principal	-	-	-	125,000.00
Series 2014 Bond, Interest	-	-	47,493.75	95,000.00
Administration Fees - 2014 Series Bond	-	-	850.00	2,000.00
	<u>-</u>	<u>-</u>	<u>48,343.75</u>	<u>222,000.00</u>
CONTINGENT AND MISCELLANEOUS EXPENSES				
Not Otherwise Appropriated	-	-	5.64	3,000.00
	<u>-</u>	<u>-</u>	<u>5.64</u>	<u>3,000.00</u>
TOTAL EXPENDITURES	<u>148,565.07</u>	<u>163,773.25</u>	<u>2,924,867.94</u>	<u>5,612,000.00</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>706,801.48</u>	<u>(24,549.90)</u>	<u>633,140.10</u>	<u>(1,416,500.00)</u>
	BANK BALS AT END OF THE PRIOR MONTH	BANK BALS AT END OF THE CURRENT MONTH	BANK BALS AT THE END OF MAY	
Ending Cash and Investments				
First National Bank - O & M Account	O&M	1,322,973.79	1,198,836.57	835,083.30
First National Bank - Depreciation Account	Construction	2,976,439.70	2,990,611.18	2,892,445.12
First National Bank - Surplus Funds	Construction	18,115.40	18,152.00	23,671.12
First National Bank - Bond & Interest Fund	Bond & Int	1,241,487.32	1,308,727.13	1,109,549.25
First National Bank - Sinking Fund	Bond & Int	1,398,741.84	1,401,567.99	1,334,882.74
Algonquin Bank & Trust - Cash Mgr.	O&M	1,676,965.21	1,704,178.56	1,608,193.26
Algonquin Bank & Trust - Operating	O&M	1,130.00	166.00	0.00
Credit Cards	O&M	(691.38)	(1,651.47)	(1,570.16)
TOTAL ENDING CASH AND INVESTMENTS		<u>8,635,161.88</u>	<u>8,620,587.96</u>	<u>7,802,254.63</u>
SEWERAGE FUNDS				

LAKE IN THE HILLS SANITARY DISTRICT
MONTHLY TREASURER REPORT - GOVERNMENTAL FUNDS
 Month of February, 2024

	BANK BAL AT BEGINNING OF PRIOR MONTH	BANK BAL AT BEGINNING OF THE CURRENT MONTH	BANK BAL AT THE BEGINNING OF THE FY
Beginning Cash and Investments			
First National Bank	\$ 1,517,488.26	\$ 1,484,152.95	\$ 1,224,840.52
Credit Cards	-	-	(676.43)
TOTAL BEGINNING CASH AND INVESTMENTS	<u>1,517,488.26</u>	<u>1,484,152.95</u>	<u>1,224,164.09</u>

	PRIOR MONTH	CURRENT MONTH	YTD	BUDGET
Revenues and Receipts				
Real Estate Taxes				
General Fund	-	-	368,751.03	370,000.00
Audit Fund	-	-	11,966.47	12,000.00
Chlorination Fund	-	-	6,980.84	7,000.00
Liability Insurance Fund	-	-	74,745.54	75,000.00
Social Security Fund	-	-	64,782.48	65,000.00
Revenue Recapture Fund	-	-	885.31	-
Retirement Fund	-	-	154,477.40	155,000.00
Replacement Taxes	534.55	-	3,808.84	-
Rebates, Refunds or Grants Received	-	-	2,402.00	-
Interest Income	3,261.54	2,969.48	31,683.87	1,000.00
TOTAL REVENUES AND RECEIPTS	<u>3,796.09</u>	<u>2,969.48</u>	<u>720,483.78</u>	<u>685,000.00</u>

Expenditures

GENERAL FUND

PERSONNEL SERVICES

Salaries of Trustees, Manager, Treasurer & Clerk	16,885.67	16,469.96	169,532.70	220,000.00
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CONTRACTUAL SERVICES

Professional Engineering	680.00	-	22,888.00	65,000.00
Legal Services	659.51	741.45	5,867.17	25,000.00
Other Professional Services	-	-	1,950.00	5,000.00
	<u>1,339.51</u>	<u>741.45</u>	<u>30,705.17</u>	<u>95,000.00</u>

ADMINISTRATIVE EXPENSES

Printing, Publications	70.44	491.52	1,776.54	4,500.00
Office Supplies, Equipment	-	-	455.77	2,500.00
Postage	-	-	-	1,000.00
Treasurer's Bond	-	-	3,000.00	4,000.00
Community Affairs	-	-	-	1,000.00
Memberships and Dues	-	-	460.00	4,000.00
	<u>70.44</u>	<u>491.52</u>	<u>5,692.31</u>	<u>17,000.00</u>

OPERATING EXPENSES

Building and Grounds Upkeep	-	-	3,565.50	15,000.00
Utilities	-	13,538.96	24,645.97	55,000.00
J.U.L.I.E.	-	2,008.01	2,008.01	3,000.00
Training and Education	-	-	481.00	3,000.00
Travel Expenses	-	-	30.00	2,000.00
Computer Hardware, Software & Support	-	199.98	993.52	7,000.00
	<u>-</u>	<u>15,746.95</u>	<u>31,724.00</u>	<u>85,000.00</u>

	PRIOR MONTH	CURRENT MONTH	YTD	BUDGET
CONTINGENT AND MISCELLANEOUS EXPENSES				
Not Otherwise Appropriated	-	-	150.00	1,000.00
	-	-	150.00	1,000.00
TOTAL GENERAL FUND	18,295.62	33,449.88	237,804.18	418,000.00
CHLORINATION FUND	4,392.00	3,484.20	35,759.80	50,000.00
	4,392.00	3,484.20	35,759.80	50,000.00
AUDIT FUND	-	-	13,250.00	15,000.00
	-	-	13,250.00	15,000.00
PUBLIC LIABILITY INSURANCE FUND				
Workers' Compensation	-	4,536.00	13,476.00	25,000.00
Administrative Fee	-	136.00	404.00	1,000.00
Property	-	-	39,457.00	45,000.00
Vehicles	-	-	8,386.00	15,000.00
General Liability	-	-	16,597.00	74,000.00
	-	4,672.00	78,320.00	160,000.00
SOCIAL SECURITY FUND	5,664.98	5,625.91	57,818.90	75,000.00
IMRF FUND	8,778.80	-	81,804.55	155,000.00
OTHER EXPENDITURES (RECEIPTS)	-	-	-	-
TOTAL EXPENDITURES	37,131.40	47,231.99	504,757.43	873,000.00
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(33,335.31)	(44,262.51)	215,726.35	(188,000.00)
Ending Cash and Investments				
First National Bank	\$ 1,484,152.95	\$ 1,440,090.42	\$ 1,217,106.10	
Credit Cards	-	(199.98)	-	
TOTAL ENDING CASH AND INVESTMENTS	1,484,152.95	1,439,890.44	1,217,106.10	

**LITH SANITARY DISTRICT
Bills Paid Prior To Meeting
March 21, 2024 Meeting Date**

Name	Memo	Amount
Governmental Funds		
Illinois Public Risk Funds	Public Liab Ins - Workers Compensation Coverage Jan 2024	\$ 4,672.00
TOTAL GOVERNMENTAL BILLS PAID PRIOR TO MEETING		\$ 4,672.00
O & M Funds		
TAS United	Emergency Communications	\$ 205.00
United States Postal Service	Postage - Postcard Stamps	\$ 106.00
Verizon Wireless	Emergency Communications	\$ 399.06
TOTAL O & M BILLS PAID PRIOR TO MEETING		\$ 710.06

**LITH SANITARY DISTRICT
Recurring Bills
March 21, 2024 Meeting Date**

Name	Memo	Amount
Governmental Funds		
United States Treasury	District Pd Payroll Taxes (SS & Med)	\$ 5,625.91
TOTAL GOVERNMENTAL RECURRING BILLS		\$ 5,625.91
O & M Funds		
Blue Cross Blue Shield	Medical Insurance Premiums (for February 2024)	\$ 24,461.56
First National Bank PayMaker/Bill.com	Pro Svs - PayMaker/ Bill.com	\$ 67.65
Humana	Specialty Insurance Premiums (for February 2024)	\$ 1,561.20
United States Postal Service	Postage - Mailing of Past Due Notices	\$ 744.91
TOTAL O & M RECURRING BILLS		\$ 26,835.32

Approved _____

President Reed

**LITH SANITARY DISTRICT - Governmental Fund
Bills Presented to Board for Approval
March 21, 2024 Meeting**

Name	Memo		
GOVERNMENTAL FUND BILLS			
Applied Technologies	Contractual Svcs - Professional Engineering through 1/25/24	\$	3,260.00
Applied Technologies	Contractual Svcs - Professional Engineering through 2/25/24	\$	3,872.00
First National Bank of Omaha - CC	Computer Exp - SSL Renewal for Website	\$	199.98
Grainger, Inc.	Membership & Dues	\$	129.00
Hawkins Inc	Chlorination - Alum Sulfate 2/8/24	\$	1,741.60
Hawkins Inc	Chlorination - Alum Sulfate 2/21/24	\$	1,741.60
Hawkins Inc	Chlorination - Alum Sulfate 3/5/24	\$	1,741.60
Hawkins Inc	Chlorination - Alum Sulfate	\$	896.80
Hawkins Inc	Chlorination - Alum Sulfate	\$	844.80
Hawkins Inc	Chlorination - Alum Sulfate	\$	1,500.40
Illinois Public Risk Fund	Public Liab Ins - Workers Compensation Ins - April - June 2024	\$	4,672.00
Illinois Public Risk Fund	Public Liab Ins - Workers Compensation Ins - Audited Premiums Due	\$	938.00
Storino Ramello & Durkin	Contractual Svcs - Legal January 2024	\$	562.44
Vanguard Energy Services	Utilities - February 2024	\$	3,905.90
			\$ 26,006.12
TOTAL GOVERNMENTAL FUND BILLS			

**LITH SANITARY DISTRICT - O&M/Sewerage Fund
Bills Presented to Board for Approval
March 21, 2024 Meeting**

Name	Memo		Amount
O & M BILLS			
Applied Technologies	Engineering Exp - 24-01, 2024 Sewer Lining	\$	9,684.00
Calco, Ltd. Inc.	Operating Supplies - Lab	\$	169.00
Cintas Corporation #355	Operating Supplies - Personnel	\$	698.64
Consolidated Electrical Distributors, Inc	Maint/Repair - Plant	\$	101.40
Dynegy Energy Services	Utilities - February 2024	\$	41,540.79
First Mobile Trust Inc	Collection Exp - February 2024	\$	1,241.50
First National Bank Of Omaha - CC	Computer Exp, Pro Svcs Intuit, M/R Vehicles, Telephone, Oper Supplies Pers & Small Tools	\$	1,493.30
Flood Brothers Disposal & Recycling Svcs	Bldg & Grounds - March 2024 Trash Svcs	\$	369.16
Grainger, Inc.	Maint/Repair - Plant, Barscreen Screwpress	\$	363.88
H.R. Stewart, Inc.	Cap Imprvmnts - Plant Equipment, MUA Bldg K Replacement	\$	19,980.00
Hawkins, Inc	Sludge Mgt - Aqua Hawk 808	\$	5,373.97
Hawkins, Inc	Sludge Mgt - Aqua Hawk 1124	\$	6,389.79
Logsdon Office Supply	Office Supplies	\$	171.25
Logsdon Office Supply	Office Supplies	\$	89.24
M&A Precision Truck Repair	Maint/Repair - Plant Vehicles, Safety Lane Vector Inspection	\$	69.00
Marc Kresmery Construction LLC	Cap Imprvmnts - Pro Svcs & Upgrades, Actuators	\$	19,725.81
McHenry County Recorder	Collection Exp	\$	53.50
Menards	Maint/Repair - Plant, 7" Metal Cut Off	\$	3.52
Menards	Maint/Repair - Collection Sys, Float Switch Beach LS	\$	23.86
Metropolitan Industries, Inc.	Emergency Comm - Metro Cloud	\$	445.00
Metropolitan Industries, Inc.	Maint/Repair - Plant, Repair Main Lift Pump #1	\$	9,345.00
Mid-South Imaging LLC	Collection Exp	\$	85.00
Midwest IT Pros	Computer Exp	\$	1,246.60

Motion Industries	Maint/Repair - Plant, Ox Ditch Bank 309	\$	4,838.33
NAPA Auto Parts	Maint/Repair - Plant Vehicles	\$	58.99
PetroChoice LLC	Gas/Fuel	\$	739.47
Standard Equipment Company	Maint/Repair - Plant Vehicles, Vactor Maintenance & Repair	\$	7,087.37
Synagro-WWT, Inc.	Sludge Mgt - February 2024	\$	25,800.00
TAS United	Emergency Comm	\$	110.00
TEKLAB, INC	Pro Svs - Lab	\$	321.60
TEKLAB, INC	Pro Svs - Lab	\$	162.40
TEKLAB, INC	Pro Svs - Lab	\$	690.90
TEKLAB, INC	Pro Svs - Lab	\$	162.40
TEKLAB, INC	Pro Svs - Lab	\$	162.40
TEKLAB, INC	Pro Svs - Lab	\$	321.60
The Home Depot	Maint/Repair - Collection Sys	\$	158.17
USA BlueBook	Operating Supplies - Lab	\$	54.54
Village of Lake in the Hills	Collection Exp - Water Shut Offs 2/21/24	\$	315.00
Warehouse Direct	Pro Svs - Copies	\$	23.95
Water One, Inc.	Operating Supplies - Personnel, Drinking Water	\$	44.75
Water One, Inc.	Operating Supplies - Personnel, Drinking Water Cooler Rental	\$	22.50
Xylem Water Solutions	Maint/Repair - Collection Systems, Repair Concord LS	\$	22,668.00
Ziegler's Ace Hardware	Operating Supplies	\$	279.27

TOTAL O&M FUND BILLS

\$ 182,684.85

BOND & INTEREST BILLS

Bond Trust Services Corporation	Principal and Interest - 2014 Bonds	\$	172,493.75
Bond Trust Services Corporation	Admin Fees - 2014 Bonds, Paying Agent Fees	\$	400.00

TOTAL BOND & INTEREST FUND BILLS

\$ 172,893.75

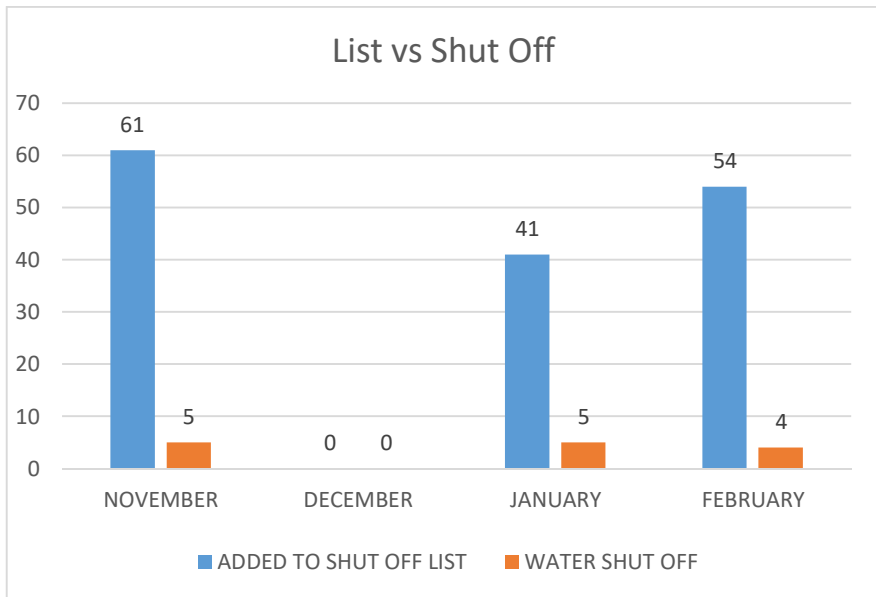
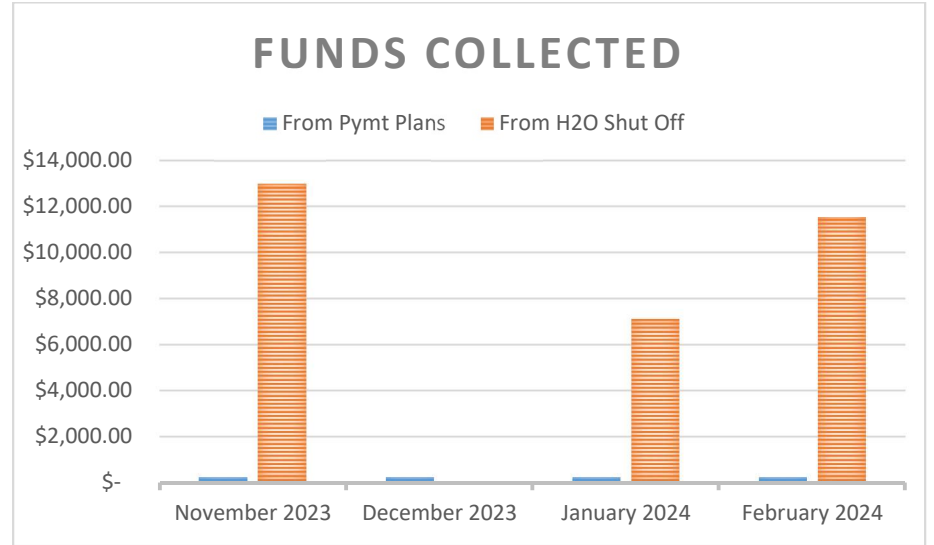
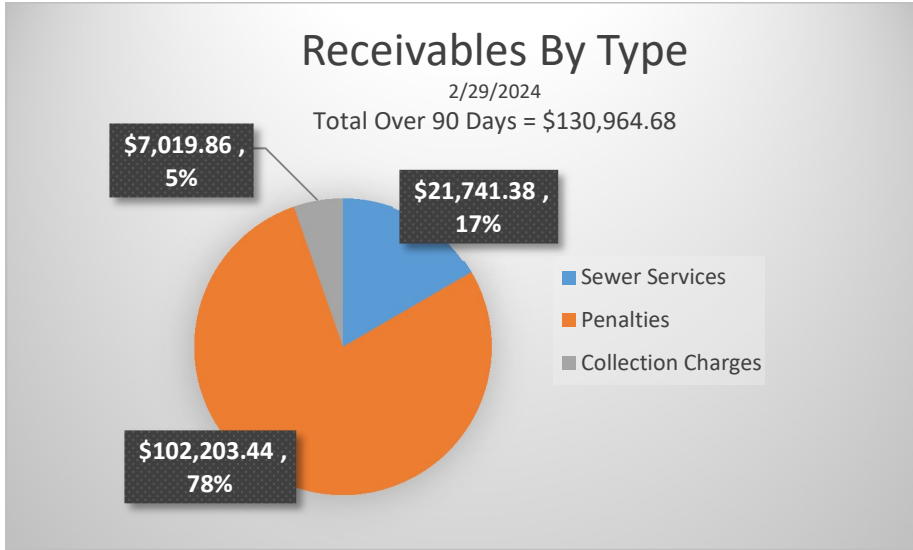
GRAND TOTAL OF ALL BILLS PRESENTED FOR APPROVAL IS \$419,428.01 OF WHICH \$36,304.03 IS FROM THE GOVERNMENTAL FUNDS, \$210,230.23 IS FROM THE OPERATIONS AND MAINTENANCE FUNDS, \$0.00 IS FROM THE CONSTRUCTION FUNDS, AND \$172,893.75 IS FROM THE BOND AND INTEREST FUNDS.

Approved _____

President Reed

Accounts Receivable Analysis

February 2024



Monthly Shut Off Summary

Lake in the Hills

- 4 Shut Offs – All were pd in full post shut off.

Huntley

- None.

Crystal Lake

- None.

MANAGER'S REPORT

Month of February, 2024

Customers	CURRENT	12/MO TOTAL	Data for Feb 2023
	Total accounts:	11,774	
New Customers:	0	16	0
Connections:	0	3	0
Permits Issued:	1	3	0
Permits Issued Past 13 Months:	3		
Total Permits Issued to Date:			
<i>Residential:</i>	10,123		
<i>Commercial:</i>	122		
<i>Industrial:</i>	1		

ILLINOIS E.P.A. SANITARY SEWER EXTENSION PERMITS ISSUED PAST 12 MONTHS

NAME	PE	DWELLINGS	Issued
Lake in the Hills Police Department	1,800	1	1/31/2024

COLLECTION SYSTEM EMERGENCY RESPONSES AND SANITARY SEWER OVERFLOWS

DATE	LOCATION	PROBLEM	DISTRICT PROBLEM
2/11/2024	256 Indian Trail	minor sewer back-up	yes
2/28/2024	510 Autumn Ridge	sewer odor	no

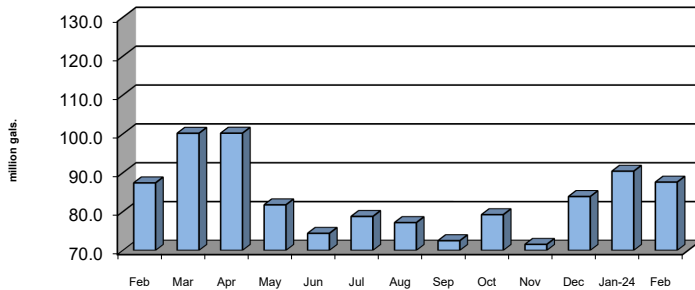
COLLECTION SYSTEM ACTIVITIES

James televised 523' on Indian Trail.

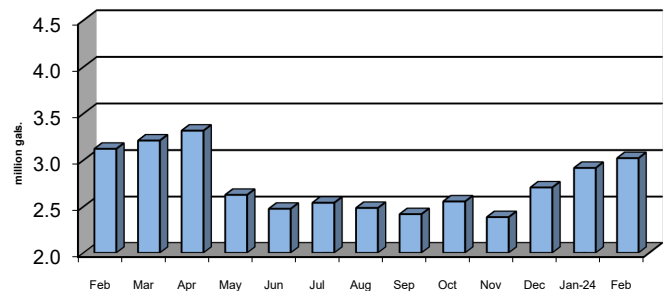
FLOWS

Total Effluent Flow for Month:	87.572	million gallons
Average Daily Flow:	3.020	mgd
Maximum Daily Flow:	3.866	mgd
Precipitation Total:	1.14	inches
Precipitation This Month Last Year:	2.79	inches
Septage Accepted:	309,717	gallons

Total Monthly Flows



Monthly Average Daily Flows



MANAGER'S MONTHLY REPORT

February 2024

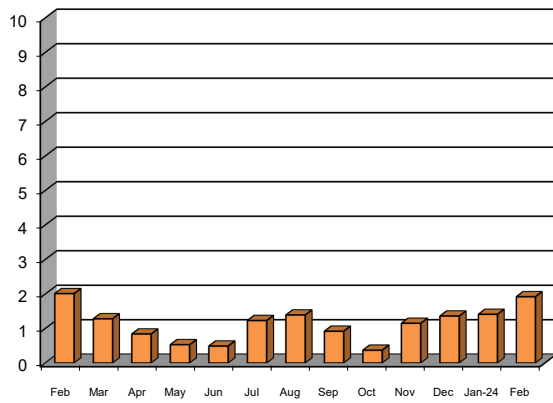
Page 2 of 2

TREATMENT PLANT OPERATIONS

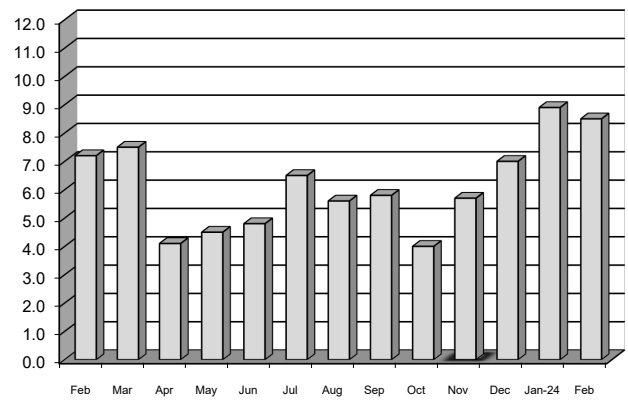
	<u>Average in</u>	<u>Average out</u>	<u>Average % reduction</u>
BOD/CBOD	225 mg/L	1.9 mg/L	99.1%
Total Suspended Solids:	345 mg/L	8.5 mg/L	97.5%
Ammonia Nitrogen:	19.9 mg/L	0.07 mg/L	99.6%
Phosphorus:		0.19 mg/L	
Fecal Coliform:		107.8 MPN	

This data represents the monthly averages taken from District records and submitted to the Illinois E.P.A.

Effluent Monthly Average - CBOD



Effluent Monthly Average - Total Suspended Solids



PLANT OPERATIONS SUMMARY

Wasted:	1.805 million gallons
Decanted:	0.140 million gallons
Thickened:	1.431 million gallons
To Digester:	0.808 million gallons
Pressed:	1.318 million gallons

PERSONNEL ACTIVITIES

Staff met with Bob regarding ComEd Energy Efficiency on 2/27/24.

Respectfully submitted,

Tamara C. Mueller
District Manager



Date: March 19, 2024 **Project #:** 6564
To: Tamara Mueller, District Manager and Board of Trustees
Organization: Lake in the Hills Sanitary District
From: Robert C. Doeringsfeld, P.E., District Engineer
Regarding: February 2024 District Engineer's Report
Cc: Karen Thompson – District Clerk/Treasurer

1. McHenry County Division of Transportation (MCDOT) – Randall Road Project

- a. No Update

2. Task Order No. 24-01 - 2024 District Sanitary Sewer Lining Project

- a. Project document creation is underway. Anticipate meeting with District to review scope for Bidding in next 2 weeks.
- b. Award of Project anticipated for May 2024.

3. Development Review

- a. Starbucks Development submitted all fees to the District this month. No schedule for construction has been provided yet.

4. ComEd Energy Efficiency Program

- a. Initial investigation of equipment is 90% complete. Anticipate submitting to ComEd in next 3 weeks for estimated Energy Savings.

5. District Seawall

- a. The District submitted a 2nd submittal for the Seawall to the Village on February 27th, 2024. The Village responded with additional comments on March 11th, 2024.
- b. The District submitted to the IDNR on March 5th, 2024, and received a Permit Application Number of N2024-0039.
- c. The comments related to the 2nd submittal from the Village are above and beyond those required by General Permit No. 1.
- d. The District is reviewing this issue and determining the best route forward.