

#### AGENDA REGULAR MEETING OF THE BOARD OF TRUSTEES March 20, 2025 7:00 p.m.

LAKE IN THE HILLS

S A N I T A R Y D I S T R I C T 515 PLUM STREET • LAKE IN THE HILLS IL 60156 • P: 847-658-5122 • F: 847-658-4523

## **REGULAR MEETING OF THE BOARD OF TRUSTEES**

Roll Call

Pledge of Allegiance

Approval of Minutes

Public Comments

#### Consent Agenda

- A. Approval of Lake in the Hills Sanitary District Capitalization Policy.
- B. Approval of Contractor's Application for Payment No.5 FINAL to Visu-Sewer in the amount of \$52,107.22 for the Lake in the Hills Sanitary District 2024 Sanitary Sewer Lining.

#### Specific Agenda

- A. Approval to Purchase a 2012 CAT Wheel Loader for \$100,000.00.
- B. Approval of Intergovernmental Agreement with McHenry County Conservation District Regarding the Crystal Creek Reach 7 Restoration Project.

#### Treasurer's Report

#### Approval of Bills

Grand total of all bills presented for approval is \$167,009.82 of which \$32,441.07 is from the Governmental Funds, \$84,048.75 is from the Operations and Maintenance Funds, \$50,520.00 is from the Construction Funds, and \$0.00 is from the Bond and Interest Funds.

#### Manager's Report

**Operations Update** 

#### Engineer's Report

#### Attorney's Report



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 20, 2025 7:00 p.m. Page 2

Unfinished Business

New Business

Adjournment

#### Lake in the Hills Sanitary District Board of Trustees Regular Meeting Minutes February 20, 2025

#### 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 Matt Irsay and Trustee Robert Reining. Also in attendance at the Sanitary District offices were District Manager Tamara Mueller, District Engineer Bob Doeringsfeld of Applied Technologies and District Attorney Ann Williams of Storino, Ramello & Durkin. District Treasurer/Clerk Karen Thompson attended via Zoom. Assistant District Manager, Mike Nelson, was absent.

#### **Pledge of Allegiance**

#### **Approval of Minutes:**

Motion was made by Trustee Reining, seconded by Trustee Irsay, to approve the minutes of the Regular Board Meeting of January 16, 2025 as presented. On a roll call vote, President Reed and Trustees Irsay and Reining voted aye.

#### **Public Comments:**

None.

#### **Consent Agenda:**

A. Approval of Task Order No. 25-01 in the amount of \$13,700 for Engineering Services related to the lining of VCP sewers tributary to the Dam Lift Station.

Motion was made by Trustee Irsay, seconded by Trustee Reining to approve the Consent Agenda as presented (Item A). On a roll call vote, President Reed and Trustees Irsay and Reining voted aye to approve Task Order No. 25-01.

#### Specific Agenda:

None.

#### Treasurer's Report:

District Treasurer presented final written copies of the January 2025 Treasurer's reports and verbally provided additional detail.

She highlighted some of the receipts and expenses on each of the reports. She further added that we received the connection fee from Arden Rose for building #2.

Motion was made by Trustee Irsay and seconded by Trustee Reining to approve the January 2025 Treasurer's reports as presented. On a roll call vote, President Reed and Trustees Irsay and Reining voted aye.

#### **Approval of Bills:**

District Treasurer presented a list of bills for approval. She highlighted some of the bills that we see less frequently, as well as those for higher dollar amounts. She also provided an explanation on the invoice from Illinois Public Risk Fund for audited premiums due.

Motion was made by Trustee Irsay and seconded by Trustee Reining to approve the List of Bills as presented. The total approved for payment is \$153,749.76 of which \$37,294.65 is from the Governmental Funds, \$110,205.11 is from the

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#### Lake in the Hills Sanitary District Board of Trustees Regular Meeting Minutes February 20, 2025

Operations and Maintenance Funds, \$6,250.00 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 Irsay and Reining voted aye to approve the list of bills as presented.

#### Manager's Report:

District Manager presented a written copy of the January 2025 Manager's report and a written copy of the Annual Manager's Report. She verbally provided some detail on each of the reports.

She highlighted the following items from the January 2025 Manager's Report:

- January was a quiet month and the plant is running well.
- The creek rehabilitation project has started. We did get one complaint about the burning of the brush. The tree and brush clearing will be done by April 1<sup>st</sup> and the entire project should be done by the fall.

She highlighted the following items from the Annual Manager's Report:

- There were only 4 connections in 2024; Starbucks, the new police station and 2 residences in Boulder Ridge.
- The solids handling decreased in 2024. However, due to the 41.5% rate increase from Synagro, our total expenses went up.
- Septage volume was almost the same as in 2023, but revenue was higher due to the rate increase we implemented.
- Overtime was about the same as in 2023.
- We received about 20" more rain in 2024 than in 2023.

She further added that the County has sent out email reminders to complete your Economic Interest Statement.

Lastly, she is getting quotes from Xylem to replace our Hydromatic pumps with their non-clogging pumps. There is some discussion taking place about switching from 85hp to 60hp pumps.

Motion was made by Trustee Irsay, seconded by Trustee Reining, to approve the January 2025 Manager's report and the Annual Manager's report as presented. On a roll call vote, President Reed and Trustees Irsay and Reining voted aye.

#### **Engineer's Report:**

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

These projects are as follows:

- 1. McHenry County Division of Transportation (MCDOT) Randall Road Project There are no updates at this time. We are waiting on the contractor's proposed design change and the potential effects of those changes. The IGA indicated we would pay 95% within 60 days. However, we haven't received those numbers yet. There is no construction schedule, but utility construction is expected to start in April.
- 2. District Sanitary Sewer Lining The contractor has agreed to pay the resident of 1514 Adams Street for the outstanding damages. The District Engineer anticipates that he will have a pay request for the outstanding retention ready for the March meeting.

#### Lake in the Hills Sanitary District Board of Trustees Regular Meeting Minutes February 20, 2025

- 3. Nature Edge Townhomes Review An applicant submitted a 48-unit townhome development on Miller Road. The District provided a review and presented it to the applicant as a full connection fee instead of breaking it down by phase.
- 4. Village Projects There are no updates.

#### **Attorney's Report:**

None.

#### **Unfinished Business:**

None.

#### New Business:

None.

#### **Closed Session:**

Trustee Irsay made a motion to go into closed session pursuant to Section 2(c)(1) of the Open Meetings Act to discuss items related to the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body. Trustee Reining seconded the motion. The Board entered closed session at 7:32pm.

#### The Closed Session Was Adjourned and The Open Session was Resumed at 7:43pm

#### **Additional New Business:**

Board consideration and decision of Employee's request for payment of continued health insurance benefits following retirement (Request of J. Stahlberg dated January 23, 2025).

Motion was made by Trustee Irsay, seconded by Trustee Reining to decline the Employee's request for continuation of District paid health insurance benefits following retirement. On a roll call vote, President Reed and Trustees Irsay and Reining vote aye to decline the Employee's request.

#### Adjournment:

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

The meeting was adjourned at 7:45pm.

Respectfully subn KT	nitted,			
Karen Thompson, District Clerk				
APPROVED this	(	day of	,	2025

President Reed

# Lake in the Hills Sanitary District Capitalization Policy

## 1. Purpose

This accounting policy establishes the minimum cost (capitalization amount) that shall be used to determine the capital assets that are to be recorded in Lake in the Hills Sanitary District's annual financial statements.

## 2. Capital Asset definition

A "Capital Asset" is defined as a unit of property that: (1) has an economic useful life that extends beyond 12 months; and (2) was acquired or produced for a cost of \$5,000.00 or more. Capital Assets must be capitalized and depreciated for financial statement purposes.

## 3. Capitalization thresholds

Lake in the Hills Sanitary District establishes \$5,000.00 as the threshold amount for minimum capitalization. Any items costing below this amount should be expensed in Lake in the Hills Sanitary District's financial statements.

## 4. Capitalization method and procedure

All Capital Assets are recorded at historical cost as of the date acquired.

Tangible assets costing below the aforementioned threshold amount are recorded as an expense for Lake in the Hills Sanitary District's annual financial statements. Alternatively, assets with an economic useful life of 12 months or less are required to be expensed for financial statement purposes, regardless of the acquisition or production cost.

## 5. <u>Recordkeeping</u>

Invoices substantiating an acquisition cost of each unit of property shall be retained in accordance with the State of Illinois requirements for record disposal.



Applied Technologies, Inc. 468 Park Avenue Lake Villa, Illinois 60046 Fax 847-265-7327 Telephone 847-265-7325 www.ati-ae.com

March 14, 2024

Lake in the Hills Sanitary District 515 Plum Street Lake in the Hills, Illinois 60156

Re: 2024 Sanitary Sewer Lining Visu-Sewer of Illinois, LLC Pay Application No. 5-FINAL

Dear Lake in the Hills Sanitary District Board of Trustees:

Visu-Sewer of Illinois LLC has submitted the attached invoice for Pay Request #5-FINAL, for the Lake in the Hills Sanitary District 2024 Sanitary Sewer Lining project. We have reviewed the work and invoice and recommend approval of the payment in the amount of **\$52,107.22**. We have not received the FINAL lien waiver and are waiting on the certified payroll for Pay Application No. 5-FINAL. Payment should be held until all documents have been received.

The recommended approved payment is the fifth and FINAL payment for this Contract. The Original Contract Price is \$610,954.00. The total completed was \$521,072.20, which is \$89,881.80 under the original contract. The Project was completed under budget because no point repairs were required, the District sewer lines did not require heavy cleaning, and many of the laterals could not be grouted.

This Pay Application includes payment of the full retainage amount of \$52,107.22, which represented 10% of the work completed.

Please call if you have any questions or comments regarding the above.

Sincerely,

Applied Technologies, Inc.

Ld-

Robert Doeringsfeld, P.E., District Engineer

Attachments

cc: Tamara Mueller, Lake in the Hills Sanitary District





## 2012 CAT 938K WHEEL LOADER

SALE PRICE **\$100,000 USD** 





#### SALES INFORMATION

Stock #	UN00818	Serial #	SWL00394
SMU / Hours	5,408	Rating	As-Is
FEATURES			
General			
Air Conditioner	•	Auto Shift	• Boom, GP
Counterweight	•	Coupler - Quick	Coupler Type - Hydraulic
Differential Lock	•	Engine Enclosures	Lift - Standard
Lighting	•	Mirrors	Radio - AM FM Radio
Ride Control	•	ROPS - Enclosed	Steering Type - Wheel

## Regulatory

• Ultra Low Sulfur Diesel Fuel

#### Attachments

Bucket

- Forks

#### NOTES

Pictures as of 10-31-24 with 5,408 hours. Bucket and forks included in sale.

### PHOTOS (28)























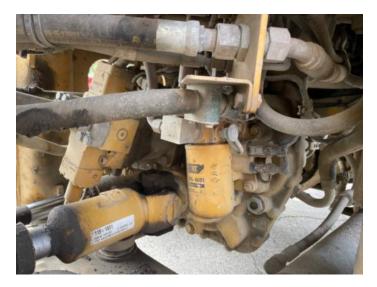








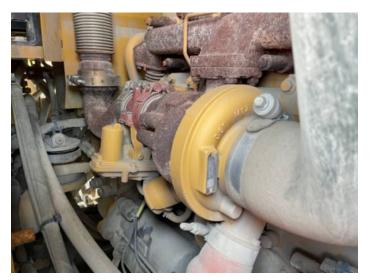


























## INTERGOVERNMENTAL AGREEMENT Regarding THE CRYSTAL CREEK REACH 7 RESTORATION PROJECT by and between THE MCHENRY COUNTY CONSERVATION DISTRICT and THE LAKE IN THE HILLS SANITARY DISTRICT

INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2025, by and between the MCHENRY COUNTY CONSERVATION DISTRICT, a conservation district organized and existing under the laws of the state of Illinois and having its principal administrative offices in Woodstock, Illinois (hereinafter referred to as the "CONSERVATION DISTRICT"), and the LAKE IN THE HILLS SANITARY DISTRICT, a sanitary district organized under the laws of the State of Illinois (hereinafter referred to as the "SANITARY DISTRICT");

#### WITNESSETH:

WHEREAS, the CONSERVATION DISTRICT and the SANITARY DISTRICT are each units of local government authorized by the Illinois Constitution (Ill. Const. Art. VII Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to contract with each other and to otherwise agree among themselves and to undertake certain transactions with each other; and

WHEREAS, the CONSERVATION DISTRICT is the fee simple owner of certain real estate within the corporate boundaries of the SANITARY DISTRICT identified by Permanent Index Numbers 19-20-401-034 and 19-20-401-035 (hereinafter referred to as the "CONSERVATION DISTRICT PROPERTY") and which is depicted in **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the SANITARY DISTRICT has entered into a grant agreement with the State of Illinois, Environmental Protection Agency for the funding of the Crystal Creek Reach 7 Restoration Project (hereinafter referred to as the "PROJECT") that will involve the performance of certain activities and the implementation of certain best management practices (hereinafter referred to as "BMPs") on the CONSERVATION DISTRICT PROPERTY in order to reduce nonpoint source pollution to protect water quality and the CONSERVATION DISTRICT is amenable to the SANITARY DISTRICT's performance of said activities and implementation of said best management practices pursuant to the terms and conditions contained herein; and

WHEREAS, portions of the PROJECT will involve the CONSERVATION DISTRICT PROPERTY, it is appropriate for certain rights of access to be granted to the SANITARY DISTRICT by the CONSERVATION DISTRICT to allow for and to facilitate the SANITARY DISTRICT's activities and responsibilities contemplated herein; and

WHEREAS, to formalize the relationship and understandings pertaining to the rights granted and activities associated with the implementation of the PROJECT, the parties hereto have agreed to enter into this Agreement and undertake the actions, duties and obligations hereinafter provided;

NOW, THEREFORE, in the spirit of intergovernmental cooperation and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency which are hereby mutually acknowledged, it is agreed as follows:

- 1. **<u>RECITALS</u>**: The recitals are hereby incorporated by this reference.
- 2. **PROJECT PLANS AND SPECIFICATIONS ACCEPTABILITY**: It is mutually understood and agreed that the PROJECT will involve implementation of certain BMPs including site preparation and debris removal, steam channel stabilization using cross vane riffles and enhancing existing riffles, streambank stabilization using reshaping and grading streambanks and stone toe protection, seeding and planting the riparian area with native vegetation and native trees, installation of two educational information signs, and will also require the monitoring and maintenance of said BMPs for a period of not less than ten (10) years from their implementation. The CONSERVATION DISTRICT has reviewed the plans and specifications for PROJECT prepared for the SANITARY DISTRICT by Resource Environmental Solutions dated March 2022 and titled, "Crystal Creek Reach 7 Concept Restoration Plan", a copy of which is attached hereto and incorporated herein as **Exhibit B** and hereby finds them to be generally acceptable. Notwithstanding the foregoing, it is understood and agreed that with respect to plans and specifications for aspects of the PROJECT to be implemented on the CONSERVATION DISTRICT PROPERTY that:
  - a. All non-native invasive woody vegetation shall be removed.
  - b. Invasive native woody vegetation species including silver maple (Acer saccharinum), box elder (Acer negundo), grey dogwood (Cornus racemosa), sandbar willow (Salix exigua), and cottonwood (Populus deltoides) shall be removed.
  - c. Non-invasive native woody vegetation such as oak (Quercus) and hickory (Carya) species shall be preserved.
  - d. Only natural erosion control products without artificial netting shall be utilized.
  - e. Only native, non-invasive herbaceous species shall be reintroduced.
  - f. No woody or invasive vegetation, including sweet black-eyed susan (Rudbeckia subtomentosa), shall be reintroduced.

Furthermore, it is agreed that there shall be no substantive changes to the PROJECT plans and specifications described herein involving the CONSERVATION DISTRICT PROPERTY without the advance written mutual agreement of the parties.

## 3. **GRANT OF LICENSE FOR CONSTRUCTION, IMPLEMENTATION,**

<u>MAINTENANCE AND MONITORING</u>: Subject to the terms and conditions contained in this Agreement, the CONSERVATION DISTRICT hereby grants to the SANITARY DISTRICT, its agents, contractors and employees, a temporary non-exclusive license to access the CONSERVATION DISTRICT PROPERTY for the sole and express purpose of performing the work necessary to fulfill the SANITARY DISTRICT'S obligations and responsibilities associated with the PROJECT as described in this Agreement.

- 4. <u>PROJECT PLANNING, DESIGN, CONSTRUCTION, IMPLEMENTATION,</u> <u>MAINTENANCE AND MONITORING</u>: All design, construction, implementation, maintenance and monitoring associated with the PROJECT shall be subject to the following terms and conditions:
  - a. The SANITARY DISTRICT shall be responsible for obtaining any and all permits and legal entitlements necessary for the PROJECT.
  - b. All costs related to planning, design, construction, implementation, maintenance and monitoring of the PROJECT shall be paid by the SANITARY DISTRICT.
  - c. The PROJECT shall be constructed and implemented in accordance with the plans and specifications as described and depicted herein, in a good and workmanlike, lien-free, manner and all maintenance, repair, replacement and monitoring shall be done in accordance with the customary and normal standards in the industry. All aforementioned activities shall be done in such a way as to cause no undue delay or unreasonable interference with the constant, continuous, and uninterrupted use of the CONSERVATION DISTRICT PROPERTY, and nothing shall be done or suffered to be done by the SANITARY DISTRICT at any time that would in any manner impair the safety thereof. Accordingly, the SANITARY DISTRICT shall be solely responsible for causing the on-site implementation and maintenance of appropriate traffic control and safety measures when performing work on the CONSERVATION DISTRICT PROPERTY.
  - d. Prior to the initial commencement of on-site access and work on the CONSERVATION DISTRICT PROPERTY and prior to any subsequent major monitoring and/or maintenance phase requiring access, the SANITARY DISTRICT will provide notice to the CONSERVATION DISTRICT at least ten (10) days in advance of said access. Once any such phase of work, monitoring and/or maintenance is commenced, it shall be prosecuted diligently to completion and the SANITARY DISTRICT shall notify the CONSERVATION DISTRICT of such completion, *including specific notice, pursuant to the Notice provisions of Paragraph 11 herein, evidencing the date upon which the implementation of all BMPs for the PROJECT have been completed in their entirety.* If an emergency should arise requiring immediate access to CONSERVATION DISTRICT PROPERTY, the SANITARY DISTRICT shall provide as much notice as practical to the CONSERVATION DISTRICT before accessing the CONSERVATION DISTRICT PROPERTY.
  - e. Any damage to the CONSERVATION DISTRICT PROPERTY resulting from the PROJECT shall be promptly repaired and restored to the same condition it was in prior to the access and construction. All such repairs and/or restoration shall be done by the SANITARY DISTRICT and at no cost or expense to the CONSERVATION DISTRICT.

5. <u>COMPLIANCE WITH LAW</u>: All work hereunder shall be performed in accordance with all State, Federal and local laws applicable to the construction, maintenance or repair of public works of the kind herein described, including but not limited to the Prevailing Wage Act, Public Construction Bond Act and the Substance Abuse Prevention on Public Works Projects Act. All performance guarantees obtained by the SANITARY DISTRICT shall name the CONSERVATION DISTRICT as an additional obligee.

## 6. **INDEMNIFICATION AND INSURANCE:**

a. Indemnification. The SANITARY DISTRICT agrees to indemnify and save harmless the CONSERVATION DISTRICT, its officers, agents and employees, against all claims, causes of action, suits, damages, demands, costs, and expenses (including attorneys' fees), and other charges that may arise, or be alleged to have arisen, out of or in connection with the actions or inactions of the SANITARY DISTRICT or its authorized agents, servants, employees, or contractors under the rights granted by this Agreement. Not in limitation of the foregoing sentence, in the event the CONSERVATION DISTRICT receives notice of any lien or claim for lien arising from the SANITARY DISTRICT's performance of the work permitted hereunder, the SANITARY DISTRICT shall have ten (10) days after its receipt of notice of such lien or claim for lien to remove or cause the removal of such lien, either through payment of such claim or by obtaining insurance thereto.

## b. Insurance.

- i. The SANITARY DISTRICT shall keep in full force and effect at all times during this Agreement commercial general liability insurance, including contractual liability coverage, Workers' Compensation insurance, and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to CONSERVATION DISTRICT but, in any event, not less than the coverages and amounts set forth in Exhibit C, attached hereto and incorporated herein by reference. The minimum insurance coverage specified in this Paragraph 6 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. The SANITARY DISTRICT shall name the CONSERVATION DISTRICT, its elected and appointed officials, officers, employees, agents, and volunteers as an additional insured on any such insurance, and shall provide CONSERVATION DISTRICT with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity on the CONSERVATION DISTRICT PROPERTY, and said insurance shall not be modified, terminated, canceled or not renewed without at least thirty (30) days advanced written notice to the CONSERVATION DISTRICT.
- ii. In addition to, and in furtherance and not in limitation of, the SANITARY DISTRICT's insurance obligations set forth above, and at no cost to the CONSERVATION DISTRICT, the SANITARY DISTRICT shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement on the CONSERVATION DISTRICT PROPERTY to obtain and keep

in full force and effect for so long as any claim relating to said work legally may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided in **Exhibit C** attached hereto and incorporated herein by reference, and to otherwise comply with all other requirements set forth therein. The SANITARY DISTRICT shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement on CONSERVATION DISTRICT PROPERTY to defend, indemnify and hold harmless the CONSERVATION DISTRICT in accordance with and as more fully set forth in Subsection D of **Exhibit C** attached hereto.

- 7. <u>**TERM/TERMINATION**</u>: In the event the PROJECT does not commence construction within one (1) year of the date of this Agreement, this Agreement, including the license granted herein, shall immediately terminate; otherwise this Agreement shall continue in full force and effect for an initial term of ten (10) years from the date the implementation of all BMPs for the PROJECT have been completed in their entirety, with said date being established pursuant to the notice requirement detailed in Paragraph 4.d. herein. Thereafter, the Agreement shall renew, without any affirmative actions of the parties hereto, for successive and additional five (5) year terms unless terminated by either party hereto as provided. It is the mutual understanding and agreement of the parties hereto that either party may terminate the Agreement at any time after the initial term of ten (10) years, with or without cause, upon one hundred eighty (180) days' prior notice to the other given in conformance with the requirements of Paragraph 11 hereof.
- 8. **FORCE MAJEURE:** Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including but not limited to, fire, storm, flood, earthquake, explosion, accident, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God. Notwithstanding the foregoing, neither party shall be entitled to rely on this provision unless it is using its commercially reasonable efforts to resume performance. Any delay in performance permitted under this provision shall be for no longer than the duration of the event giving rise to the delay.
- 9. <u>AUTHORIZED SIGNATURES/EFFECTIVENESS</u>: The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind the CONSERVATION DISTRICT and the SANITARY DISTRICT, and the Agreement shall not be effective until fully executed and delivered to both parties.
- 10. **<u>RIGHTS OF THIRD PARTIES</u>**: This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who in not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party unless expressly stated herein. Nothing in this Agreement shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privileges and/or immunities of the CONSERVATION DISTRICT and the SANITARY DISTRICT as to any claim, cause and/or cause of action of any kind whatsoever.

11. **<u>NOTICES</u>**: All notices, demands, and requests required or permitted hereunder shall be deemed to have been sufficiently given if mailed by certified mail, return receipt requested, or forwarded by facsimile, or delivered by courier as follows:

If to the CONSERVATION DISTRICT:

MCHENRY COUNTY CONSERVATION DISTRICT 18410 U.S. Highway 14 Woodstock, Illinois 60098 Attn: Executive Director Fax No.: (815) 334-2875

If to the SANITARY DISTRICT:

LAKE IN THE HILLS SANITARY DISTRICT 515 Plum Street Lake in the Hills, Illinois 60156 Attn: President Fax No. : (847) 658-4523

- 12. <u>COUNTERPARTS, FACSIMILE OR .PDF SIGNATURES</u>: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and all said counterparts together shall be deemed to be a single instrument. Copies of any signature hereto shall, upon its transmission of either party hereto, be fully binding and enforceable as an original for the purposes hereof.
- 13. <u>APPLICABLE LAW: VENUE</u>: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in McHenry County, Illinois.
- 14. **SEVERABILITY:** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
- 15. <u>ENTIRE AGREEMENT</u>: This Agreement contains all of the terms, conditions, and agreements between the parties hereto and no alterations, additions, or changes hereto shall be valid unless memorialized in a written amendment hereto executed by the SANITARY DISTRICT and the CONSERVATION DISTRICT.
- 16. <u>NO WAIVER OF TORT IMMUNITY DEFENSES</u>: Nothing contained in this agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

IN WITNESS WHEREOF, the CONSERVATION DISTRICT and the SANITARY DISTRICT have caused this Agreement to be executed as of the date first above written at Woodstock, Illinois.

## MCHENRY COUNTY CONSERVATION DISTRICT

## LAKE IN THE HILLS SANITARY DISTRICT

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

President Board of Trustees President

Attest:

Attest:\_\_\_\_\_

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

Secretary Board of Trustees Clerk

#### STATE OF ILLINOIS )

)SS

#### **COUNTY OF MCHENRY** )

I, \_\_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_\_, the President, and \_\_\_\_\_\_, the Secretary, of the Board of Trustees of the MCHENRY COUNTY CONSERVATION DISTRICT, a conservation district organized and existing under the laws of the State of Illinois (the "CONSERVATION DISTRICT"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the CONSERVATION DISTRICT, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

NOTARY PUBLIC

(SEAL)

#### STATE OF ILLINOIS )

)SS

#### **COUNTY OF MCHENRY** )

I, \_\_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_\_, the President and \_\_\_\_\_\_, the Clerk, of the LAKE IN THE HILLS SANITARY DISTRICT, an Illinois municipal corporation (the "SANITARY DISTRICT"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Clerk, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the SANITARY DISTRICT, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_.

NOTARY PUBLIC

(SEAL)

## Exhibit A

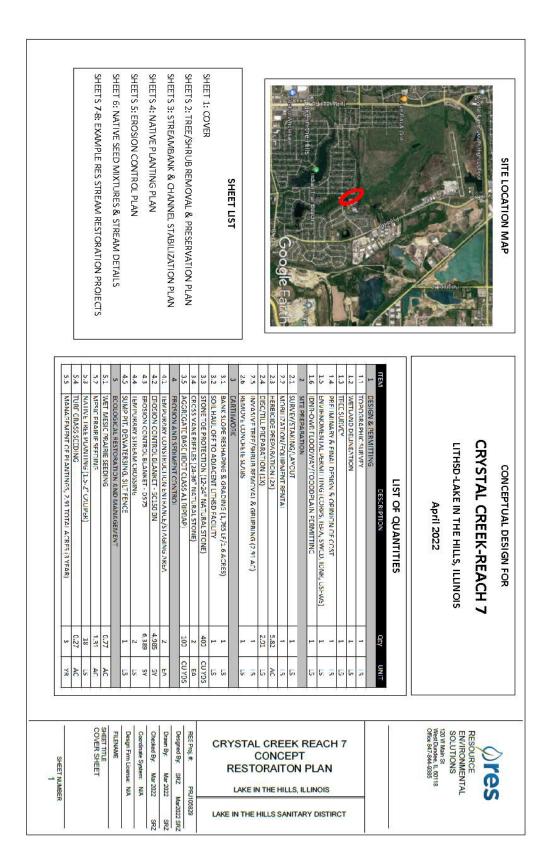
## CONSERVATION DISTRICT PROPERTY

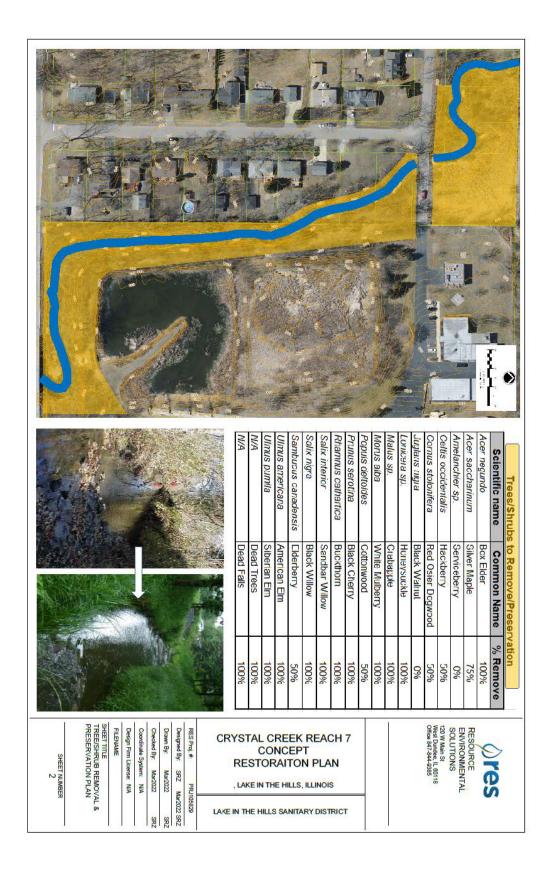


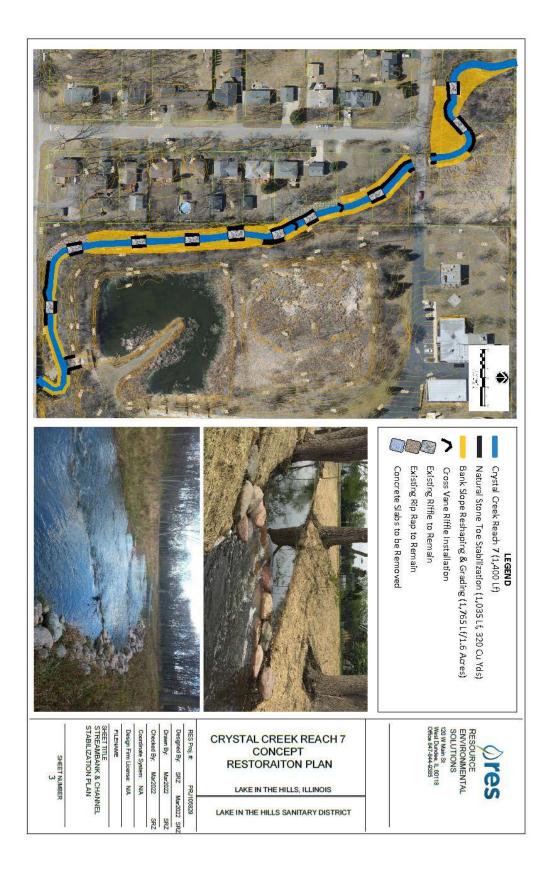
## Exhibit B

"Crystal Creek Reach 7 Concept Restoration Plan"

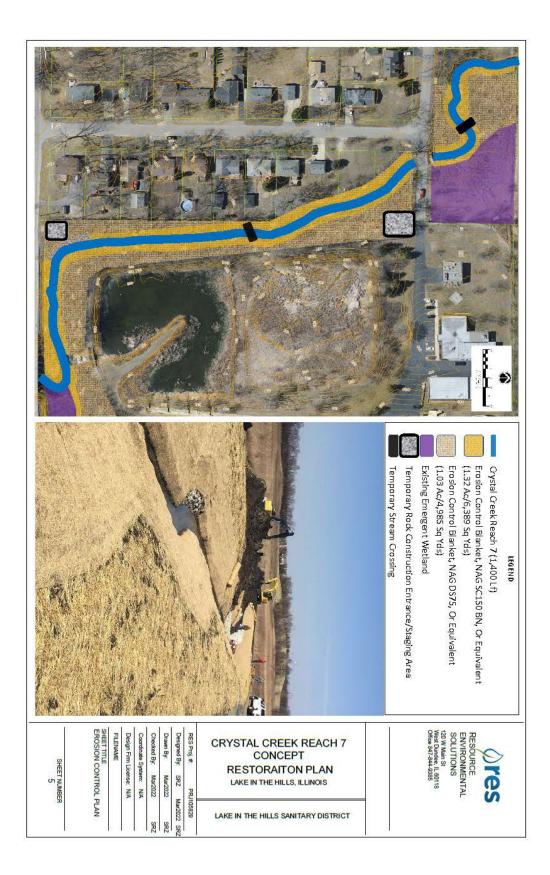
(Plans and Specifications follow this page; the rest of this page is intentionally blank)

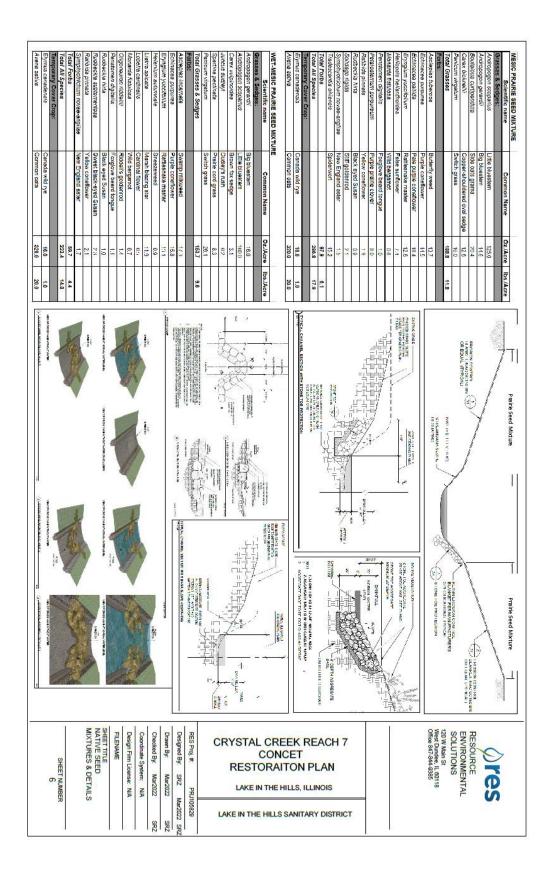


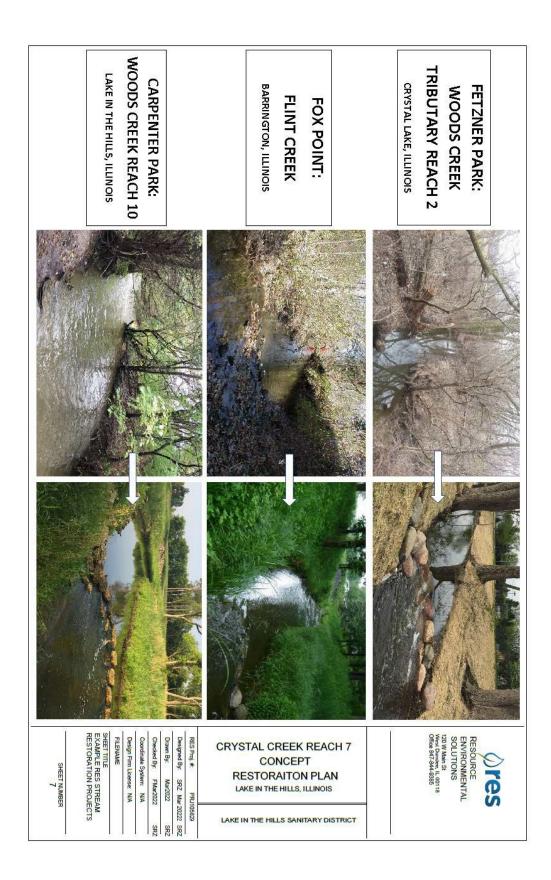


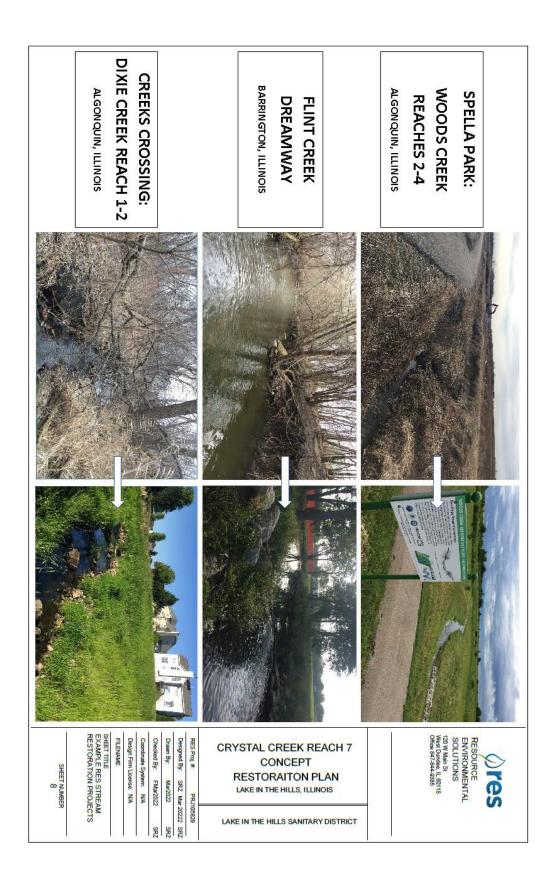












## Exhibit C

## **INSURANCE REQUIREMENTS**

## A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The CONSERVATION DISTRICT, and its elected and appointed officials, officers, employees, agents, and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the CONSERVATION DISTRICT. Any insurance or self-insurance maintained by the CONSERVATION DISTRICT shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

## **B.** Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

## C. General Insurance Provisions

## **1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish the CONSERVATION DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the CONSERVATION DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the CONSERVATION DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The CONSERVATION DISTRICT shall have the right, but not the obligation, of prohibiting Contractor or any of Contractor's employees, agents, contractors, or subcontractors from entering the CONSERVATION DISTRICT PROPERTY until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the CONSERVATION DISTRICT.

## 2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the CONSERVATION DISTRICTR has the right to reject insurance written by an insurer it deems unacceptable.

## 3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Contractor hereby represents to and covenants with the CONSERVATION DISTRICT that Contractor has and shall maintain (and encumber as necessary) adequate financial resources to cover and protect the CONSERVATION DISTRICT and its elected or appointed officials, officers, employees, agents, and volunteers with respect to any claim arising out of the activities to be conducted by or on behalf of Contractor on the CONSERVATION DISTRICT PROPERTY that falls within a deductible or self-insured risk and is thereby not covered by insurance required to be provided under this Agreement.

## 4. Subcontractors

Contractor shall cause each contractor or subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the CONSERVATION DISTRICT, Contractor shall furnish copies of certificates of insurance and applicable policy endorsement evidencing coverage for each subcontractor.

## D. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the CONSERVATION DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the CONSERVATION DISTRICT and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal

fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement or its contract with the SANITARY DISTRICT.

#### LAKE IN THE HILLS SANITARY DISTRICT

#### MONTHLY TREASURER REPORT - O&M/SEWERAGE FUNDS

Month of February 2025

		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	1,328,813.11	1,747,741.99	1,433,488.14	
First National Bank - Depreciation Account	Construction	3,141,016.97	3,187,634.74	3,054,879.39	
First National Bank - Surplus Funds	Construction	26,712.17	26,756.41	18,229.23	
First National Bank - Bond & Interest Fund	Bond & Int	1,347,927.83	1,355,474.43	1,151,617.36	
First National Bank - Sinking Funds	Bond & Int	1,430,438.67	1,432,807.71	1,407,538.95	
Algonquin Bank & Trust - Cash Mgr	O&M	1,801,048.04	1,979,808.59	1,902,603.21	
Algonquin Bank & Trust - Operating	O&M	0.00		2,557.00	
Credit Cards		(1,971.08)	(5,591.36)	(2,454.85)	
TOTAL BEGINNING CASH AN	WERAGE FUNDS	9,073,985.71	9,724,632.51	8,968,458.43	
3E	WEINAGE I UNDO				
		PRIOR MONTH	CURRENT MONTH	YTD	BUDGET
Revenues and Receipts		MONTH	MONTH		
Sewer Bill Income/User Charges		764,175.76	79,106.71	2,840,748.62	3,600,000.00
Septage Income		5,341.28	55,382.95	470,929.49	450,000.00
Wastewater Discharge Income		991.36	14,211.11	81,192.23	75,000.00
Customer Refunds		(833.29)		(4,352.90)	73,000.00
			(1,075.12)		100.000.00
Connection/Tap-On Fees		39,866.67	-	45,066.67	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		-	-	-	-
Interest Income		19,707.63	18,449.39	218,139.93	150,000.00
TOTAL REVENUES AND RECEIPTS	3	829,249.41	166,075.04	3,651,724.04	4,380,500.00
Expenditures					
PERSONNEL SERVICES					
District Personnel Salaries		60,789.64	57,138.41	617,077.43	760,000.00
		00,703.04	57,130.41	017,077.40	700,000.00
ADMINISTRATIVE EXPENSES					
Telephone		155.08	153.91	1,527.34	3,000.00
Postage		53.76	780.02	20,501.83	30,500.00
Printing and Publications		-	-	562.22	2,000.00
Office Supplies		422.87	2,068.20	5,130.27	7,500.00
Billing and Collection Expenses		4,657.96	11,613.50	68,839.58	80,000.00
Professional Services		263.35	232.63	3,001.83	6,000.00
Training, Travel and Education		40.00	-	592.99	7,000.00
Computer Hardware, Software, and Support		1,045.06	4,747.89	15,860.50	30,000.00
Community Affairs		-	-	-	2,000.00
Medical and Life Insurance		27,701.87	27,701.87	271,546.86	350,000.00
···· -··· -··· -·· -·· -·· -·· -·· -··		34,339.95	47,298.02	387,563.42	518,000.00
OPERATIONS AND MAINTENANCE			,200.02		
Operating Supplies		2,263.05	4,153.82	35,713.07	60,000.00
Maintenance and Repair (Plant)		16,247.55	35,809.53	160,807.52	150,000.00
Maintenance and Repair (Collection Systems)	)				
maintenance and Repair (Conection Systems)	)	27,272.97	6,227.96	67,168.59	300,000.00

		PRIOR MONTH	CURRENT MONTH	YTD	BUDGET
Utilities and Energy		-	-	306,098.95	600,000.00
Grounds Upkeep		1,400.00	-	13,850.00	30,000.00
Gasoline/Oil		1,365.46	805.79	11,462.68	20,000.00
Computer and Support Services					2,000.00
Emergency Communications		1,821.36	1,086.77	11,045.75	20,000.00
Sludge Management		36,963.34	6,485.59	285,290.16	375,000.00
Professional Services		1,903.80	3,564.90	28,353.30	45,000.00
Residential Reimbursement		-	-	1,550.00	10,000.00
Compliance Requirements/Permits		-	-	25,500.00	30,000.00
GIS		-	-	-	10,000.00
		89,237.53	58,134.36	946,840.02	1,652,000.00
CAPITAL IMPROVEMENTS					
New Construction & Upgrades		-	6,250.00	492,869.18	1,500,000.00
Plant Equipment		-	6,640.00	26,262.00	500,000.00
Collection System		5,553.48	6,734.60	314,642.87	1,500,000.00
Vehicles		3,999.99	-	34,634.05	75,000.00
Legal Expense		-	-	-	5,000.00
Engineering Expense		-	-	51,274.00	200,000.00
Bond, Finance Consulting Expense		-	-	-	1,000.00
· · · · · · · · · · · · · · · · · · ·		9,553.47	19,624.60	919,682.10	3,781,000.00
		,	,	,	
BOND TRANSFERS					
Series 2014 Bond, Principal		-	-	-	125,000.00
Series 2014 Bond, Interest		-	-	44,993.75	90,000.00
Administration Fees - 2014 Series Bond		-	-	850.00	2,000.00
		-	-	45,843.75	217,000.00
				,	
CONTINGENT AND MISCELLANEOUS EXPE	INSES				
Not Otherwise Appropriated		-	-	23.48	3,000.00
		-	-	23.48	3,000.00
					·
TOTAL	EXPENDITURES	193,920.59	182,195.39	2,917,030.20	6,931,000.00
	:				
EXCESS OF REVENUES OVER (UNDER) EX	PENDITURES	635,328.82	(16,120.35)	734,693.84	(2,550,500.00)
, , , , , , , , , , , , , , , , , , ,	:	-		,	
		BANK BALS AT END OF THE	BANK BALS AT END OF THE CURRENT	BANK BALS AT THE	
		PRIOR MONTH	MONTH	END OF MAY	
Ending Cash and Investments					
First National Bank - O & M Account	O&M	1,747,741.99	1,635,922.44	1,248,526.24	
First National Bank - Depreciation Account	Construction	3,187,634.74	3,200,109.71	3,069,440.03	
First National Bank - Surplus Funds	Construction	26,756.41	120,550.10	18,268.60	
First National Bank - Bond & Interest Fund	Bond & Int	1,355,474.43	1,421,520.54	1,217,965.98	
First National Bank - Sinking Fund	Bond & Int	1,432,807.71	1,432,807.71	1,410,587.33	
Algonquin Bank & Trust - Cash Mgr.	O&M	1,979,808.59	1,897,978.64	1,933,787.80	
Algonquin Bank & Trust - Operating	O&M	0.00	294.00	0.00	
Credit Cards	O&M	(5,591.36)	(2,229.99)	(1,496.89)	
				<u>,</u>	
TOTAL ENDING CASH AN	D INVESTMENTS	9,724,632.51	9,706,953.15	8,897,079.09	
SEV	VERAGE FUNDS				

#### LAKE IN THE HILLS SANITARY DISTRICT

#### MONTHLY TREASURER REPORT - GOVERNMENTAL FUNDS

Month of February, 2025

	BANK BAL AT BEGINNING OF PRIOR MONTH	BANK BAL AT BEGINNING OF THE CURRENT MONTH	BANK BAL AT THE BEGINNING OF THE FY	
<b>Beginning Cash and Investments</b> First National Bank Credit Cards	\$ 1,445,925.29 (163.90)	\$ 1,406,636.84 (749.88)	\$       1,300,317.07 (543.96)	
TOTAL BEGINNING CASH AND INVESTMENTS	1,445,761.39	1,405,886.96	1,299,773.11	
	PRIOR MONTH	CURRENT MONTH	YTD	BUDGET
Revenues and Receipts				
Real Estate Taxes				
General Fund	-	-	235,519.64	236,000.00
Audit Fund	-	-	14,977.96	15,000.00
Chlorination Fund	-	-	9,988.82	10,000.00
Liability Insurance Fund	-	-	74,849.65	75,000.00
Social Security Fund	-	-	64,870.84	65,000.00
Revenue Recapture Fund Retirement Fund	-	-	2,361.66 154,688.41	- 155,000.00
Replacement Taxes	- 385.15	-	2,395.46	155,000.00
Rebates, Refunds or Grants Received	305.15	-	2,395.40	-
Interest Income	- 2,364.71	- 2,080.43	2,432.00 28,217.30	1,000.00
interest income	2,304.71	2,000.43	20,217.30	1,000.00
TOTAL REVENUES AND RECEIPTS	2,749.86	2,080.43	590,321.74	557,000.00
Expenditures				
GENERAL FUND				
PERSONNEL SERVICES				
Salaries of Trustees, Manager, Treasurer & Clerk	17,229.58	16,560.88	172,980.35	230,000.00
CONTRACTUAL SERVICES				
Professional Engineering	2,624.00	2,116.00	55,710.00	65,000.00
Legal Services	613.60	1,514.15	4,686.29	25,000.00
Other Professional Services	2.50	2.00	1,257.00	5,000.00
	3,240.10	3,632.15	61,653.29	95,000.00
	040.00		4 444 00	4 500 00
Printing, Publications	312.32	-	1,414.28	4,500.00
Office Supplies, Equipment	-	-	1,434.78	2,500.00
Postage	-	-	-	1,000.00
Treasurer's Bond	-	-	3,000.00	4,000.00
Community Affairs	-	-	-	1,000.00
Memberships and Dues	500.00	120.00	685.00	4,000.00
OPERATING EXPENSES	812.32	120.00	6,534.06	17,000.00
			2 726 50	15 000 00
Building and Grounds Upkeep	- 1,300.87	- 4,606.10	3,726.50	15,000.00
Utilities J.U.L.I.E.	1,300.87	4,000.10	12,259.68	55,000.00 3,000.00
J.U.L.I.E. Training and Education	- 850.00	- 184.00	- 2,591.00	3,000.00
Travel Expenses	8.00	10.00	2,591.00	2,000.00
Computer Hardware, Software & Support	63.00	129.00	3,285.04	2,000.00 7,000.00
Computer Hardware, Conware & Support	2,221.87	4,929.10	21,912.22	85,000.00
	2,221.07	7,020.10	21,012.22	00,000.00

CONTINGENT AND MISCELLANEOUS EXPENSES Not Otherwise Appropriated         56.00         206.00         1,000.00           TOTAL GENERAL FUND         23,559.87         25,242.13         263,285.92         428,000.00           CHLORINATION FUND         1,739.60         3,429.20         8,282.80         50,000.00           AUDIT FUND         1,739.60         3,429.20         8,282.80         50,000.00           AUDIT FUND         -         13,750.00         15,000.00           AUDIT FUND         -         -         13,750.00         15,000.00           AUDIT FUND         -         -         13,750.00         15,000.00           Administrative Fee         -         210.00         645.00         1,000.00           Property         -         -         18,848.00         74,000.00           Vehicles         -         18,848.00         74,000.00         -           General Liability         -         -         18,848.00         74,000.00           SOCIAL SECURITY FUND         5,968.46         5,638.00         60,441.16         80,000.00           IMRF FUND         -         -         -         -         -           TOTAL EXPENDITURES         -         -         -         -		PRIOR MONTH	CURRENT MONTH	YTD	BUDGET
56.00         -         206.00         1,000.00           TOTAL GENERAL FUND         23,559.87         25,242.13         263,285.92         428,000.00           CHLORINATION FUND         1,739.60         3,429.20         8,282.80         50,000.00           AUDIT FUND         -         -         13,750.00         15,000.00           AUDIT FUND         -         -         13,750.00         15,000.00           PUBLIC LIABILITY INSURANCE FUND         -         -         13,750.00         15,000.00           PUBLIC LIABILITY INSURANCE FUND         -         -         6,983.00         21,489.00         25,000.00           Administrative Fee         -         210.00         645.00         1,000.00         1,000.00           Property         -         -         46,317.00         45,000.00         -         7,193.00         93,497.00         160,000.00           General Liability         -         -         8,198.00         15,000.00         -	CONTINGENT AND MISCELLANEOUS EXPENSES				
TOTAL GENERAL FUND         23,559.87         25,242,13         263,285.92         428,000.00           CHLORINATION FUND         1,739.60         3,429.20         8,282.80         50,000.00           AUDIT FUND         -         -         13,750.00         15,000.00           AUDIT FUND         -         -         13,750.00         15,000.00           PUBLIC LIABILITY INSURANCE FUND         -         -         13,750.00         15,000.00           Workers' Compensation         -         6,983.00         21,489.00         25,000.00           Property         -         -         13,750.00         15,000.00           Vehicles         -         210.00         645.00         1,000.00           General Liability         -         -         8,98.00         160,000.00           General Liability         -         -         16,848.00         74,000.00           SOCIAL SECURITY FUND         5,968.46         5,638.00         60,441.16         80,000.00           IMRF FUND         11,356.36         9,021.62         93,394.53         155,000.00           OTHER EXPENDITURES (RECEIPTS)         -         -         -         -           EXCESS OF REVENUES OVER (UNDER) EXPENDITURES         (39,874.43)	Not Otherwise Appropriated	56.00	-	206.00	1,000.00
CHLORINATION FUND         1,739.60         3,429.20         8,282.80         50,000.00           AUDIT FUND         -         -         1,739.60         3,429.20         8,282.80         50,000.00           AUDIT FUND         -         -         13,750.00         15,000.00           PUBLIC LIABILITY INSURANCE FUND         -         -         13,750.00         15,000.00           Property         -         -         13,750.00         15,000.00           Property         -         -         6,983.00         21,489.00         25,000.00           Administrative Fee         -         210.00         645.00         1,000.00           Property         -         -         46,317.00         45,000.00           Vehicles         -         16,848.00         74,000.00           General Liability         -         -         16,848.00         74,000.00           SOCIAL SECURITY FUND         5,968.46         5,638.00         60,441.16         80,000.00           IMRF FUND         11,356.36         9,021.62         93,394.53         155,000.00           OTHER EXPENDITURES (RECEIPTS)         -         -         -         -           TOTAL EXPENDITURES         (39,874.43)         (4		56.00	-	206.00	1,000.00
AUDIT FUND         1,739.60         3,429.20         8,282.80         50,000.00           AUDIT FUND         -         -         13,750.00         15,000.00           PUBLIC LIABILITY INSURANCE FUND         -         -         13,750.00         15,000.00           Workers' Compensation         -         -         13,750.00         15,000.00           Administrative Fee         -         210.00         645.00         1,000.00           Property         -         -         46,317.00         45,000.00           Vehicles         -         -         8,198.00         15,000.00           General Liability         -         -         16,848.00         74,000.00           SOCIAL SECURITY FUND         5,968.46         5,638.00         60,441.16         80,000.00           IMRF FUND         11,356.36         9,021.62         93,394.53         155,000.00           OTHER EXPENDITURES (RECEIPTS)         -         -         -         -           TOTAL EXPENDITURES         (39,874.43)         (48,443.52)         57,670.33         (331,000.00)           EXCESS OF REVENUES OVER (UNDER) EXPENDITURES         (39,874.43)         (48,443.52)         57,670.33         (331,000.00)           BANK BAL AT END OF	TOTAL GENERAL FUND	23,559.87	25,242.13	263,285.92	428,000.00
AUDIT FUND         1,739.60         3,429.20         8,282.80         50,000.00           AUDIT FUND         -         -         13,750.00         15,000.00           PUBLIC LIABILITY INSURANCE FUND         -         -         13,750.00         15,000.00           Workers' Compensation         -         -         13,750.00         15,000.00           Administrative Fee         -         210.00         645.00         1,000.00           Property         -         -         46,317.00         45,000.00           Vehicles         -         -         8,198.00         15,000.00           General Liability         -         -         16,848.00         74,000.00           SOCIAL SECURITY FUND         5,968.46         5,638.00         60,441.16         80,000.00           IMRF FUND         11,356.36         9,021.62         93,394.53         155,000.00           OTHER EXPENDITURES (RECEIPTS)         -         -         -         -           TOTAL EXPENDITURES         (39,874.43)         (48,443.52)         57,670.33         (331,000.00)           EXCESS OF REVENUES OVER (UNDER) EXPENDITURES         (39,874.43)         (48,443.52)         57,670.33         (331,000.00)           BANK BAL AT END OF	CHLORINATION FUND	1.739.60	3.429.20	8.282.80	50.000.00
-         -         13,750.00         15,000.00           PUBLIC LIABILITY INSURANCE FUND         -         6,983.00         21,489.00         25,000.00           Administrative Fee         -         210.00         645.00         1,000.00           Property         -         -         46,317.00         45,000.00           Vehicles         -         -         8,198.00         15,000.00           General Liability         -         -         16,848.00         74,000.00           General Liability         -         7,193.00         93,497.00         160,000.00           SOCIAL SECURITY FUND         5,968.46         5,638.00         60,441.16         80,000.00           IMRF FUND         11,356.36         9,021.62         93,394.53         155,000.00           OTHER EXPENDITURES (RECEIPTS)         -         -         -         -           TOTAL EXPENDITURES         (42,624.29         50,523.95         532,651.41         888,000.00           EXCESS OF REVENUES OVER (UNDER) EXPENDITURES         (39,874.43)         (48,443.52)         57,670.33         (331,000.00)           First National Bank         \$         1,406,636.84         \$         1,267,148.58					
PUBLIC LIABILITY INSURANCE FUND         Workers' Compensation       -       6,983.00       21,489.00       25,000.00         Administrative Fee       -       210.00       645.00       1,000.00         Property       -       46,317.00       45,000.00         Vehicles       -       8,198.00       15,000.00         General Liability       -       16,848.00       74,000.00         SOCIAL SECURITY FUND       5,968.46       5,638.00       60,441.16       80,000.00         SOCIAL SECURITY FUND       11,356.36       9,021.62       93,394.53       155,000.00         IMRF FUND       11,356.36       9,021.62       93,394.53       155,000.00         OTHER EXPENDITURES (RECEIPTS)       -       -       -       -         TOTAL EXPENDITURES       42,624.29       50,523.95       532,651.41       888,000.00         EXCESS OF REVENUES OVER (UNDER) EXPENDITURES       (39,874.43)       (48,443.52)       57,670.33       (331,000.00)         First National Bank       1,406,636.84       1,406,636.84       1,267,148.58       5	AUDIT FUND		-	13,750.00	15,000.00
Workers' Compensation         -         6,983.00         21,489.00         25,000.00           Administrative Fee         -         210.00         645.00         1,000.00           Property         -         46,317.00         45,000.00         45,000.00           Vehicles         -         -         8,198.00         15,000.00           General Liability         -         16,848.00         74,000.00           General Liability         -         7,193.00         93,497.00         160,000.00           SOCIAL SECURITY FUND         5,968.46         5,638.00         60,441.16         80,000.00           IMRF FUND         11,356.36         9,021.62         93,394.53         155,000.00           OTHER EXPENDITURES (RECEIPTS)         -         -         -         -           TOTAL EXPENDITURES         -         -         -         -           EXCESS OF REVENUES OVER (UNDER) EXPENDITURES         (39,874.43)         (48,443.52)         57,670.33         (331,000.00)           First National Bank         \$         1,406,636.84         \$ 1,406,636.84         \$ 1,267,148.58		-	-	13,750.00	15,000.00
Workers' Compensation         -         6,983.00         21,489.00         25,000.00           Administrative Fee         -         210.00         645.00         1,000.00           Property         -         46,317.00         45,000.00         45,000.00           Vehicles         -         -         8,198.00         15,000.00           General Liability         -         16,848.00         74,000.00           General Liability         -         7,193.00         93,497.00         160,000.00           SOCIAL SECURITY FUND         5,968.46         5,638.00         60,441.16         80,000.00           IMRF FUND         11,356.36         9,021.62         93,394.53         155,000.00           OTHER EXPENDITURES (RECEIPTS)         -         -         -         -           TOTAL EXPENDITURES         -         -         -         -           EXCESS OF REVENUES OVER (UNDER) EXPENDITURES         (39,874.43)         (48,443.52)         57,670.33         (331,000.00)           First National Bank         \$         1,406,636.84         \$ 1,406,636.84         \$ 1,267,148.58	PUBLIC LIABILITY INSURANCE FUND				
Property       -       -       46,317.00       45,000.00         Vehicles       -       -       8,198.00       15,000.00         General Liability       -       -       16,848.00       74,000.00         SOCIAL SECURITY FUND       5,968.46       5,638.00       60,441.16       80,000.00         IMRF FUND       5,968.46       5,638.00       60,441.16       80,000.00         OTHER EXPENDITURES (RECEIPTS)       -       -       -         TOTAL EXPENDITURES       42,624.29       50,523.95       532,651.41       888,000.00         EXCESS OF REVENUES OVER (UNDER) EXPENDITURES       (39,874.43)       (48,443.52)       57,670.33       (331,000.00)         First National Bank       Bank       BAL AT END OF THE PRIOR MONTH       BANK BAL AT END OF MONTH       BANK BALANCE AT THE END OF MAY         First National Bank       1,406,636.84       1,406,636.84       1,267,148.58		-	6,983.00	21,489.00	25,000.00
Vehicles         -         -         8,198.00         15,000.00           General Liability         -         -         16,848.00         74,000.00           -         -         16,848.00         74,000.00         -           SOCIAL SECURITY FUND         5,968.46         5,638.00         60,441.16         80,000.00           IMRF FUND         11,356.36         9,021.62         93,394.53         155,000.00           OTHER EXPENDITURES (RECEIPTS)         -         -         -         -           TOTAL EXPENDITURES         42,624.29         50,523.95         532,651.41         888,000.00           EXCESS OF REVENUES OVER (UNDER) EXPENDITURES         (39,874.43)         (48,443.52)         57,670.33         (331,000.00)           BANK BAL AT END OF THE PRIOR MONTH         BANK BAL AT END OF THE PRIOR MONTH         BANK BALANCE AT THE END OF MAY         END OF MAY           First National Bank         1,406,636.84         1,406,636.84         1,267,148.58	Administrative Fee	-		645.00	1,000.00
General Liability       -       -       16,848.00       74,000.00         SOCIAL SECURITY FUND       -       7,193.00       93,497.00       160,000.00         SOCIAL SECURITY FUND       5,968.46       5,638.00       60,441.16       80,000.00         IMRF FUND       11,356.36       9,021.62       93,394.53       155,000.00         OTHER EXPENDITURES (RECEIPTS)       -       -       -         TOTAL EXPENDITURES       42,624.29       50,523.95       532,651.41       888,000.00         EXCESS OF REVENUES OVER (UNDER) EXPENDITURES       (39,874.43)       (48,443.52)       57,670.33       (331,000.00)         BANK BAL AT END OF THE PRIOR MONTH       BANK BAL AT END OF THE CURRENT MONTH       BANK BAL AT END OF THE CURRENT       BANK BALANCE AT THE END OF MAY         First National Bank       1,406,636.84       1,406,636.84       1,267,148.58	Property	-	-	46,317.00	45,000.00
-       7,193.00       93,497.00       160,000.00         SOCIAL SECURITY FUND       5,968.46       5,638.00       60,441.16       80,000.00         IMRF FUND       11,356.36       9,021.62       93,394.53       155,000.00         OTHER EXPENDITURES (RECEIPTS)       -       -       -       -         TOTAL EXPENDITURES       42,624.29       50,523.95       532,651.41       888,000.00         EXCESS OF REVENUES OVER (UNDER) EXPENDITURES       (39,874.43)       (48,443.52)       57,670.33       (331,000.00)         BANK BAL AT END OF THE PRIOR MONTH       BANK BAL AT END OF THE CURRENT MONTH       BANK BALAT END OF THE CURRENT MONTH       BANK BALANCE AT THE END OF MAY         First National Bank       1,406,636.84       1,406,636.84       1,267,148.58	Vehicles	-	-	8,198.00	15,000.00
SOCIAL SECURITY FUND       5,968.46       5,638.00       60,441.16       80,000.00         IMRF FUND       11,356.36       9,021.62       93,394.53       155,000.00         OTHER EXPENDITURES (RECEIPTS)       -       -       -       -         TOTAL EXPENDITURES       42,624.29       50,523.95       532,651.41       888,000.00         EXCESS OF REVENUES OVER (UNDER) EXPENDITURES       (39,874.43)       (48,443.52)       57,670.33       (331,000.00)         Ending Cash and Investments       BANK BAL AT END OF THE PRIOR MONTH       BANK BAL AT END OF MAY       BANK BALANCE AT THE END OF MAY         First National Bank       1,406,636.84       1,406,636.84       1,267,148.58	General Liability	-	-	16,848.00	74,000.00
IMRF FUND       11,356.36       9,021.62       93,394.53       155,000.00         OTHER EXPENDITURES (RECEIPTS)       -       -       -       -         TOTAL EXPENDITURES       42,624.29       50,523.95       532,651.41       888,000.00         EXCESS OF REVENUES OVER (UNDER) EXPENDITURES       (39,874.43)       (48,443.52)       57,670.33       (331,000.00)         Ending Cash and Investments       BANK BAL AT END OF THE CURRENT MONTH       BANK BAL AT END OF THE CURRENT MONTH       BANK BALANCE AT THE END OF MAY         First National Bank       1,406,636.84       1,406,636.84       1,267,148.58		-	7,193.00	93,497.00	160,000.00
OTHER EXPENDITURES (RECEIPTS)       - <t< td=""><td>SOCIAL SECURITY FUND</td><td>5,968.46</td><td>5,638.00</td><td>60,441.16</td><td>80,000.00</td></t<>	SOCIAL SECURITY FUND	5,968.46	5,638.00	60,441.16	80,000.00
TOTAL EXPENDITURES       42,624.29       50,523.95       532,651.41       888,000.00         EXCESS OF REVENUES OVER (UNDER) EXPENDITURES       (39,874.43)       (48,443.52)       57,670.33       (331,000.00)         BANK BAL AT END OF THE PRIOR MONTH       BANK BAL AT END OF OF THE CURRENT MONTH       BANK BALANCE AT THE END OF MAY         First National Bank       1,406,636.84       1,406,636.84       1,267,148.58	IMRF FUND	11,356.36	9,021.62	93,394.53	155,000.00
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES(39,874.43)(48,443.52)57,670.33(331,000.00)Ending Cash and Investments First National BankBANK BAL AT END OF THE PRIOR MONTHBANK BAL AT END OF THE CURRENT MONTHBANK BALANCE AT THE END OF MAYFirst National Bank1,406,636.84\$ 1,406,636.84\$ 1,267,148.58	OTHER EXPENDITURES (RECEIPTS)		-	-	
Ending Cash and Investments       BANK BAL AT END OF THE PRIOR MONTH       BANK BAL AT END OF THE CURRENT MONTH       BANK BALAT END OF THE CURRENT MONTH       BANK BALANCE AT THE END OF MAY         First National Bank       \$ 1,406,636.84       \$ 1,406,636.84       \$ 1,267,148.58	TOTAL EXPENDITURES	42,624.29	50,523.95	- 532,651.41	888,000.00
Ending Cash and Investments       Bank Bal AT END OF THE PRIOR MONTH       OF THE CURRENT MONTH       BANK BALANCE AT THE END OF MAY         First National Bank       \$ 1,406,636.84       \$ 1,406,636.84       \$ 1,267,148.58	EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(39,874.43)	(48,443.52)	57,670.33	(331,000.00)
First National Bank         \$ 1,406,636.84         \$ 1,406,636.84         \$ 1,267,148.58	Ending Cash and Investments		OF THE CURRENT		
	-	\$ 1,406,636.84	\$ 1,406,636.84	\$ 1,267,148.58	
	Credit Cards	(749.88)	(749.88)	(446.00)	
TOTAL ENDING CASH AND INVESTMENTS 1,405,886.96 1,405,886.96 1,266,702.58	TOTAL ENDING CASH AND INVESTMENTS	1,405,886.96	1,405,886.96	1,266,702.58	

## LITH SANITARY DISTRICT Bills Paid Prior To Meeting March 20, 2025 Meeting Date

Name	Memo	Amount	
Governmental Funds	_		
TOTAL GOVERNMENTAL BILLS PAID PRIOR TO MEETING		\$	-
O & M Funds		•	00.00
Nick's Pizza and Pub Verizon Wireless	Cont & Misc Exp - Staff Lunch to Celebrate Zero Injuries	\$ \$	83.88 399.36
Xylem Water Solutions USA Inc	Emergency Communications Cap Imprvmts Coll Sys - Water Suction Hose & O Rings	\$	5,159.60
TOTAL O & M BILLS PAID PRIOR TO MEETING		\$	5,642.84

## LITH SANITARY DISTRICT Recurring Bills March 20, 2025 Meeting Date

Name	Мето	Amour	nt
Governmental Funds			
United States Treasury	District Pd Payroll Taxes (SS & Med)	\$	5,638.00
Illinois Municipal Retirement Fund	Employer Portion of IMRF - January 2025 Wages	\$	9,021.62
Intuit/Melio Fees	Pro Svs - Fees for ACH Payments to Vendors	\$	2.00
TOTAL GOVERNMENTAL RECURRING BILLS		\$	14,661.62
O & M Funds			
O & M Funds Blue Cross Blue Shield	Medical Insurance Premiums (for February 2025)	\$	26,140.67
	Medical Insurance Premiums (for February 2025) Pro Svs - PayMaker/ Bill.com	\$ \$	26,140.67 79.12
Blue Cross Blue Shield		•	-,
Blue Cross Blue Shield First National Bank PayMaker/Bill.com	Pro Svs - PayMaker/ Bill.com	\$	79.12

Approved\_\_\_\_\_

President Reed

## LITH SANITARY DISTRICT - Governmental Fund Bills Presented to Board for Approval March 20, 2025 Meeting

Name

Memo

GOVERNMENTAL FUND BILLS		
Applied Technologies	Contractual Svs - Engineering Through 2/25/25	\$ 4,050.00
First National Bank of Omaha - Visa	Operating Exp Computer & Travel IL Tollway	\$ 84.00
Grainger	Membership & Dues - Red Pass Plus Membership	\$ 129.00
Hawkins Inc	Chlorination - Alum Sulfate 2/18/25	\$ 1,739.60
Hawkins Inc	Chlorination - Alum Sulfate 2/25/25	\$ 3,006.80
IGS Energy	Utilities - Nat Gas Sales for January 2025	\$ 4,813.52
McHenry County Recorder	Computer Exp - February 2025 Laredo	\$ 53.50
Nicor Gas	Utilities - Nat Gas February 2025	\$ 1,173.34
Turf Care Enterprises Inc	Bldgs & Grounds Upkeep - Lawn Program Step 1	\$ 1,061.00
Village of Lake In The Hills	Oper Exp - JULIE	\$ 1,668.69
TOTAL GOVERNMENTAL FUND BILLS		\$ 17,779.45

### LITH SANITARY DISTRICT - O&M/Sewerage Fund Bills Presented to Board for Approval March 20, 2025 Meeting

Name	Memo	 Amount
O & M BILLS		
AutoZone, Inc.	Maint/Repair - Plant Vehicles, Diesel Oil & Filter	\$ 65.21
BDP Industries	Maint/Repair - Plant - Hydraulic Solenoids for the Press	\$ 5,003.70
Blu Petroleum	Gas/Fuel	\$ 852.49
Calco, Ltd. Inc.	Operating Supplies - Lab	\$ 176.00
Cintas Corporation #355	Operating Supplies - Personnel	\$ 719.95
Dynegy Energy Services	Utilities - 71 Hilltop Only - Adjustments	\$ 21.05
First Mobile Trust	Collection Exp - February 2025	\$ 1,064.63
First National Bank of Omaha - Visa	M&R Plant, Office Supplies, Computer Exp, Telephone, Operating Supplies, Emergency Comm, Pro Svs Intuit	\$ 1,196.95
First Security Systems, Inc.	Cap Imprvmnts - Pro Svs & Upgrades - Fire Alarm System Upgrade	\$ 25,206.00
Flood Brothers Disposal & Recycling Svs	Bldgs & Grounds - March 2025 Trash Svs	\$ 376.54
Hawkins, Inc	Sludge Mgt - Aqua Hawk 1124	\$ 6,481.39
IDEXX Distribution Inc	Operating Supplies - Lab	\$ 2,773.19
IDEXX Distribution Inc	Operating Supplies - Lab	\$ 242.32
Interstate All Battery Center	Maint/Repair - Plant	\$ 119.10
James Olvera - Reimbursement	Oper Supplies Personnel, 2025 Clothing Allowance	\$ 353.33
Menards - Crystal Lake	Maint/Repair - Plant	\$ 113.29
Menards - Crystal Lake	Maint/Repair - Plant	\$ 9.72
Menards - Crystal Lake	Maint/Repair - Plant	\$ 26.91
Metropolitan Industries, Inc.	Emergency Communications - Metro Cloud	\$ 445.00
Mid-South Imaging LLC	Collection Exp	\$ 85.00
Midwest IT Pros	Computer Exp - RMM, VPN Authenticator & Scan Issues	\$ 700.00
TAS United	Emergency Communications	\$ 110.00
TEKLAB, INC	Pro Svs - Lab 2/18/25	\$ 162.40
TEKLAB, INC	Pro Svs - Lab 2/22/25	\$ 162.40
TEKLAB, INC	Pro Svs - Lab 3/1/25	\$ 661.10
TEKLAB, INC	Pro Svs - Lab 3/1/25	\$ 137.40
TEKLAB, INC	Pro Svs - Lab 3/8/25	\$ 321.60
The Home Depot	Operating Supplies	\$ 1,084.42

The Sherwin Williams Co.	Operating Supplies	\$ 131.00
USA Blue Book	Operating Supplies	\$ 293.36
Village of Lake in the Hills	Coll Exp - Water Shut Off Fees 2/25/25	\$ 262.50
Warehouse Direct	Pro Svs - Copies	\$ 31.67
Water One, Inc.	Operating Supplies - Personnel	\$ 44.75
WesTech	Maint/Repair - Plant, Seal for Barscreen Gear Box at Main Lift	\$ 186.96
Ziegler's Ace Hardware	Operating Supplies - Feb 2025	\$ 223.57
TOTAL O&M FUND BILLS		\$ 49,844.90
CONST FUND BILLS		
Baxter Woodman Natural Resources	Cap Imprvmnt New Const - Pay App #1 - Crystal Creek Reach 7	\$ 50,000.00
Baxter Woodman Natural Resources	Cap Imprvmnt New Const - Crystal Creek Reach 7- IDNR-OWR Floodway Permit App	\$ 520.00

GRAND TOTAL OF ALL BILLS PRESENTED FOR APPROVAL IS \$167,009.82 WHICH \$32,441.07 IS FROM THE GOVERNMENTAL

FUNDS, <u>\$84,048.75</u> IS FROM THE OPERATIONS AND MAINTENANCE FUNDS, <u>\$50,520.00</u> IS FROM THE CONSTRUCTION FUNDS, AND

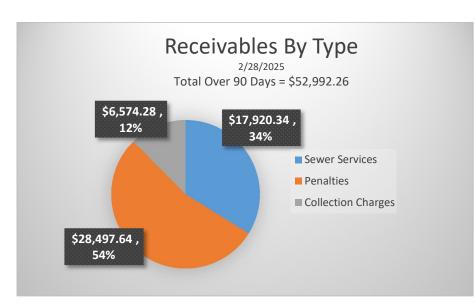
\$0.00 IS FROM THE BOND AND INTEREST FUNDS.

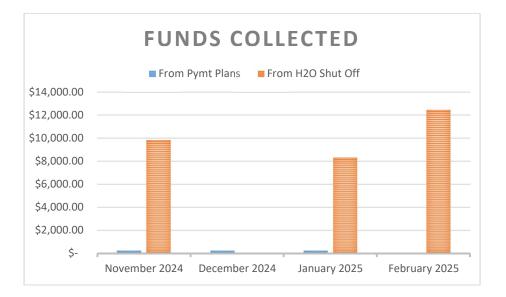
Approved\_\_\_\_

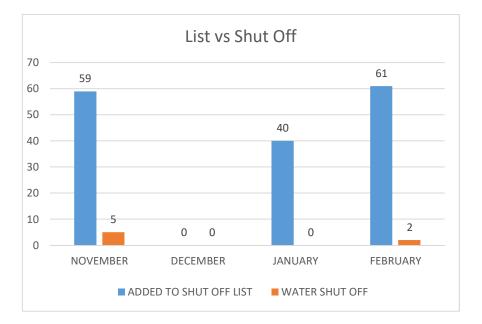
President Reed

## Accounts Receivable Analysis

February 2025







#### Monthly Shut Off Summary

#### Lake in the Hills

• Two were shut off - Both pd in full post shut off.

#### **Huntley**

None.

#### Crystal Lake

None.

## MANAGER'S REPORT Month of February 2025

		12/MO	Data for
<u>Customers</u>	CURRENT	TOTAL	Feb 2024
Total accounts:	11,776		
New Customers:	0	2	0
Connections:	0	4	0
Permits Issued:	0	4	1
Permits Issued Past 13 Months:	5		
Total Permits Issued to Date:			
Residential:	10,124		
Commercial:	125		
Industrial:	1		

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

NAME	PE	DWELLINGS	Issued	

#### COLLECTION SYSTEM EMERGENCY RESPONSES AND SANITARY SEWER OVERFLOWS

DATE	LOCATION	PROBLEM	PROBLEM
			DISTRICT

#### **COLLECTION SYSTEM ACTIVITIES**

Maintenance cleaned/root cut 220' and James televised 160' of sewer main.

#### **FLOWS**

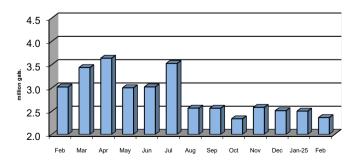
million gals.

Total Effluent Flow for Month:	66.109	million gallons
Average Daily Flow:	2.361	mgd
Maximum Daily Flow:	2.620	mgd
Precipitation Total:	1.73	inches
Precipitation This Month Last Year:	1.14	inches
Septage Accepted:	240,894	gallons

#### 130.0 120.0 110.0 100.0 90.0 80.0 70.0 Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan-25 Feb

**Total Monthly Flows** 

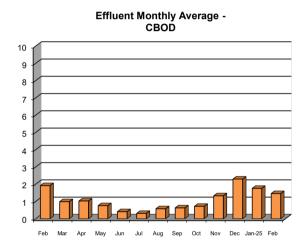
#### Monthly Average Daily Flows



#### **TREATMENT PLANT OPERATIONS**

	Average in	Average out	Average <u>% reduction</u>
BOD/CBOD	262 mg/L	1.5 mg/L	99.4%
Total Suspended Solids:	480 mg/L	7.3 mg/L	98.5%
Ammonia Nitrogen:	14.2 mg/L	0.07 mg/L	99.5%
Phosphorus:		0.17 mg/L	
Fecal Coliform:		93.2 MPN	

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



#### PLANT OPERATIONS SUMMARY

Wasted:	1.758	million gallons
Decanted:	0.179	million gallons
Thickened:	1.410	million gallons
To Digester:	0.809	million gallons
Pressed:	1.050	million gallons

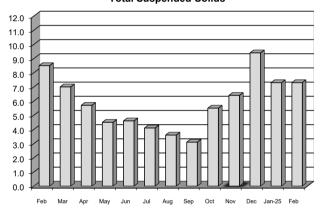
#### PERSONNEL ACTIVITIES

Staff attended the FVOA meeting in Batavia on 2/13/25.

Respectfully submitted,

Tamara C. Mueller District Manager

Effluent Monthly Average -Total Suspended Solids





# **CLIENT MEMORANDUM**



Date:	Ma	rch 14, 2025	Project #:	6624
То:	Tama	ra Mueller, District Manager and Board of Trustees		
Organization: Lake in the Hills Sanitary District				
From:	Rol	pert C. Doeringsfeld, P.E., District Engineer		
Regardi	ng:	March 2025 District Engineer's Report		
Cc:	Karen	n Thompson – District Clerk/Treasurer		

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

a. No Update at this time.

## 2. Task Order No. 24-02 - 2024 District Sanitary Sewer Lining Project Construction Engineering & Inspection

- a. The Contractor has paid the resident of 1514 Adams Street for the outstanding damages.
- b. The FINAL Pay Application was submitted to the Board for the March meeting. This Pay Application includes payment of the held retainage only, \$52,107.22. Payment should be held until the FINAL lien waiver is submitted and approved.

#### 3. Cheswick Meadows Review

- An Applicant has submitted a 24-unit single family development off of Savoy Drive and Windhill Road, west of Haligus Road
- b. The District provided a review of fees and general comments related to submitted sketch plan. Final sewer layout and plat will have to be submitted prior to approval.

#### 4. ComEd Investigation

- a. Met with Don Kramer, Process Energy, LLC to discuss District Blower System improvements.
  - **i.** Process Energy, LLC was involved with the original blower installation and believes the District can save energy and receive ComEd incentives with the installation of a Hoffman Multiguard system. This system would provide motorized control valves to equalize the air distribution between the digesters, a master control panel and pressure switches.
  - ii. The Multiguard system provides a master control panel that uses an algorithm that monitors amps, DO, pressure, and air flow.

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