



NORTHERN MORAINE
W R D

AGENDA
REGULAR MEETING
7:30 P.M. – April 11, 2024 (Thursday)
113 Timber Trail, Island Lake, IL

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENTS**
- 4. PRESENTATION & APPROVAL OF MINUTES**
 - a. Regular Meeting Minutes – March 12, 2024
- 5. TREASURER'S REPORT**
- 6. MANAGER'S REPORT**
 - a. Operations Report
 - b. Engineering Report
 - c. Delinquent Accounts Report
- 7. TRUSTEE REPORTS**
- 8. LEGAL BUSINESS**
- 9. OLD BUSINESS**
- 10. NEW BUSINESS**
 - a. Approve Audit Services Agreement with GW & Associates, PC
 - b. Approve Engineering Services Agreement for GIS work by Trotter & Associates
 - c. Approve Resolution Designating Surplus Property for Auction
 - d. Approve Resolution Adjusting the Compensation for Trustees per Sanitary District Act of 1917
 - e. Approval of Bid for the Holiday Hills / Le Villa Vaupell - Phase 2 Sewer Extension
 - f. Approval of Village of Holiday Hills Connection Fee Request
- 11. MISCELLANEOUS CORRESPONDENCE**
 - a. MCCG Membership Meeting – Crandall's, Hebron, IL – April 24, 2024
- 12. APPROVAL OF BILLS**
- 13. OTHER BUSINESS**
 - a. Executive Session – Pending Litigation, Personnel, if needed
 - b. District Manager Contract Amendment

Posted to www.nmwrld.org – April 5, 2024



113 Timber Trail, PO Box
240, Island Lake, IL 60042



Phone: 847-526-3300
Fax: 847-526-3349



Email: info@nmwrld.org
Web: www.nmwrld.org



NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

113 Timber Trail, Island Lake, Illinois 60042

REGULAR MEETING MINUTES

March 12, 2024

Present in person: Trustees: Timothy Brunn, John Ragland, Caretina Tellez, Donald Ashley, Ken Michaels
District Manager: Mohammed Haque; District Clerk: Elisa Fisher

President Michaels called the meeting to order at 7:32 p.m.

1. CALL TO ORDER:

Roll Call: Timothy Brunn – Present
John Ragland – Present
Caretina Tellez – Present
Donald Ashley – Present
Ken Michaels – Present

2. **PLEDGE OF ALLEGIANCE:** Those present stood and pledged allegiance to the flag.

3. **PUBLIC COMMENTS:** None

4. PRESENTATION & APPROVAL OF MINUTES:

a. Regular Meeting, February 13, 2024

Motion by Trustee Brunn to approve the Regular Meeting minutes of February 13, 2024, as presented.
2nd by Trustee Ashley

5 ayes 0 nays 0 absent

MOTION CARRIED

5. TREASURER'S REPORT:

a. Approval of the Monthly Treasurer's Report for month ending January 31, 2024

The Treasurer's Report was presented by Trustee Tellez.

Motion by Trustee Ragland to approve the Treasurer's Report for the month ending December 31, 2024, as presented.

2nd by Trustee Ashley

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Donald Ashley – Aye
Ken Michaels – Aye

5 ayes 0 nays 0 absent

MOTION CARRIED

6. **MANAGER'S REPORT:** President Michaels congratulated Operator Zac Jordan on his Class 3 Certification.

7. **TRUSTEE REPORTS:** None

8. **LEGAL BUSINESS:** None



Northern Moraine Wastewater Reclamation District
Regular Meeting Minutes
March 12, 2024

9. OLD BUSINESS:

a. Trustee Appointment for the term beginning May 1, 2024, and ending April 30, 2027

District Manager Haque stated that after public notice and solicitation only one application was received for the trustee opening. The application was from Donald Ashley, who currently holds the position. The Board needs to make a recommendation for the appointment. President Michaels asked if there were any motions to be made for recommending Don Ashley for the open position as Trustee for Port Barrington / Holiday Hills and to forward the recommendation to our appointing legislators.

Motion by President Michaels to accept Don Ashley's request to be on the Board for the term that ends on April 30, 2024.

2nd by Trustee Brunn

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Donald Ashley – Abstain
Ken Michaels – Aye

4 ayes 0 nays 1 abstain

MOTION CARRIED

10. NEW BUSINESS:

a. Approval of Phosphorus Removal Chemical Bid

Motion by Trustee Brunn to award the bid to the lowest responsible and responsive bidder, Chemtrade Chemicals US, LLC, in the amount bid for phosphorus removal chemical for the 2024-25 Fiscal Year and adopt a resolution authorizing the District Manager to execute a one-year agreement with Chemtrade Chemicals US, LLC to supply phosphorus removal chemical for a one-year period beginning on May 1, 2024.

2nd by Trustee Ragland

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Donald Ashley – Aye
Ken Michaels – Aye

5 ayes 0 nays 0 absent

MOTION CARRIED

b. Approval of Chlorination and Dechlorination Chemical Bid

Motion by Trustee Ragland to award the bid to the lowest responsible and responsive bidder, Water Solutions Unlimited, in the amount bid for sodium hypochlorite and for sodium bisulfite for the 2024-25 Fiscal Year and adopt a resolution authorizing the District Manager to execute a one-year agreement with Water Solutions Unlimited to supply chlorination and de-chlorination chemicals for a one-year period beginning on May 1, 2024, and authorize the District Manager to extend the contract for up to two additional years.

2nd by Trustee Tellez

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Donald Ashley – Aye
Ken Michaels – Aye

5 ayes 0 nays 0 absent

MOTION CARRIED



Northern Moraine Wastewater Reclamation District
Regular Meeting Minutes
March 12, 2024

At this time, District President Michaels asked the Board if any Trustees objected to moving Agenda Item 10C last, so that so District Manager Haque had time to present the budget. With no objections, Item 10C was moved after Agenda Item 10F, the Board resumed the meeting with Agenda Item 10D, Approval of Payment Request #7.

d. Approval of Payment Request #7 – Lakemoor Lift Stations Modifications (Lift Stations 1 & 6) and Change Order #4

Motion by Trustee Tellez approve Change Order #4 and Final Pay Request #7 to Boller Construction in the amount of \$102,227.36 for the Lakemoor Lift Station Modifications Project.

2nd by Trustee Brunn

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Donald Ashley – Aye
Ken Michaels – Aye

5 ayes 0 nays 0 absent

MOTION CARRIED

e. Approval of Engineering Contract Amendment # 6 with Trotter & Associates for the Holiday Hills / Le Villa Vaupell Sanitary Sewer Project

Motion by Trustee Brunn to approve Services Agreement with Trotter and Associates, Inc. in the amount of \$139,200 for Phase 2 Design, Bidding and Limited Construction Engineering Services for the Holiday Hills / Le Villa Vaupell Sanitary Sewer Project.

2nd by Trustee Ragland

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Donald Ashley – Aye
Ken Michaels – Aye

5 ayes 0 nays 0 absent

MOTION CARRIED

f. Adoption of a Resolution Designating Surplus Equipment and Authorizing Disposal through Auction

Motion by Trustee Brunn to adopt a Resolution designating the items listed on Exhibit A as Surplus Equipment to be sold through an on-line auction administered by Obenauf Auction Services, Inc.

2nd by Trustee Tellez

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Donald Ashley – Aye
Ken Michaels – Aye

5 ayes 0 nays 0 absent

MOTION CARRIED

c. Presentation on the FY 2024-25 Annual Budget Proposal with Final Action scheduled for May.

District Manager Haque presented an overview of the budget. The proposed budget will be posted and noticed at the District office and required publications with the intent of passing it at the May 7th board meeting.



Northern Moraine Wastewater Reclamation District
Regular Meeting Minutes
March 12, 2024

11. MISCELLANEOUS CORRESPONDENCE:

- a. MCGG Membership Meeting – The Rusty Nail, Ringwood, IL – March 20, 2024

12. APPROVAL OF BILLS

Motion by Trustee Brunn to approve payment of bills for March 12, 2024, as presented, in the amount of \$824,903.91.

2nd by Trustee Tellez

Roll Call: Timothy Brunn – Aye
John Ragland – Aye
Caretina Tellez – Aye
Donald Ashley – Aye
Ken Michaels – Aye

5 ayes 0 nays 0 absent

MOTION CARRIED

13. OTHER BUSINESS: None

ADJOURNMENT

Motion by Mr. Ragland to adjourn the meeting at 8:15 p.m.
Unanimously approved on a voice vote

NMWRD Escrow Account(s) Summary
rev. April 1st, 2024



Project	Village	Developer	Escrow Start	Total Funding	Draws	Balance as of April 1st	Notes
Lakemoor Commons Lot 5B (Rainbow Cone)	LM	The Buona Companies LLC	5/5/2022	\$ 5,800.00	4	\$ 1,032.00	Account Current
Beech Street Senior Lofts	IL	Lincoln Avenue Capital	2/13/2023	\$ 5,000.00	2	\$ 1,740.00	Account Current
Advocate Outpatient Center	LM	Advocate Aurora Health Inc.	4/17/2023	\$ 2,500.00	3	\$ 781.00	Account Current
NOBO Provisioning Center	LM	BA/MA Lakemoor Property LLC	7/5/2023	\$ 2,500.00	4	\$ 1,062.50	Account Current
Kelley's Market	IL	Arc Design Resources, Inc.	10/27/2023	\$ 2,500.00	3	\$ 831.00	Account Current

Total Funding for All Escrow Accounts to Date	\$ 63,883.91
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***Since District re-established Escrow accounts in 2019.*



April 11, 2024

To: NMWRD Board of Trustees

From: Mohammed Haque, District Manager

Subject: Manager's Report

New Board Room Table

There is a section of the board room table where the glue has split and the table is damaged. I will be working with the fabricator to get this replaced or fixed once we get some other remodeling done in the board room (floors / cabinets).

CD Investments

Now that we have the majority of work done with Holiday Hills, we feel like we are in a position to continue to invest some of our cash reserves into Certificates of Deposits. To date, we have made two \$100,000 investments in the CDs below. I anticipate doing additional investments once I have a sense of cash flow needs for Holiday Hills Phase 2.

12 month CD

Goldman Sachs Bank USA

5.45% due 10/22/24

9 month CD

Bank of America

5.50% due 7/18/24

2023 Project Funding / Grants

We have been drawing on the \$400,000 grant for the Lakemoor Lift Station Modifications project by Boller Construction. We have also been drawing on the \$200,000 grant for the Control Building Electrical Upgrades. We are still waiting on appropriations and bidding requirements for our \$2.5 million grant via US Representative Lauren Underwood and \$250,000 grant from US Senator Dick Durbin. We have been approved for \$2 million for the Advance McHenry ARPA proceeds for Holiday Hills Phase 2 and completed all steps to receive this funding. McHenry County has informed us that they will process the \$100,000 CDBG grant for Holiday Hills as part of Phase 2. We have also been informed that US Representative Bill Foster's \$959,752 grant has been approved and await the details on the award process. We are hopeful that we can use this to add to the Phase 2 project.

We have made applications to Senator Durbin and Durckorth for capital bill funding in the next legislative cycle for the Solar and Darrell Road projects, as well as the remainder of Holiday Hills, UV disinfection and the Blower replacement.

Personnel

We are advertising and interviewing for Summer internships.

Lakeview Drive Bridge - Island Lake

We have sent a letter to the engineer, BLA, about the presence of sanitary sewer at the bridge. The Village is looking at potentially replacing the bridge. *We have not received a response yet.*



Woodmans [Force Main + Gravity Sewer Extension + Lift Station]

Lakemoor has made the first payment of the loan in the amount of \$24,563.76. *We have sent Lakemoor a request for the balance of the recorded easements. We are expecting the second year payment on the loan in the next week.*

Wegner Road Stormwater Improvements - Nunda Township

We are currently waiting to hear back on the final design and bidding of this project.

Sand County Foundation - Trading

The MOU is near completion and IEPA has indicated that it will be sending soon for final approvals. Recently the Chief of the Bureau of Water (Sanjay Sofat) announced his retirement, so that has set this back a little.

Solar / Energy

We met with GIG Energy and their solar contractor. They have provided a solid proposal for a solar project with 7-9 year payback and 30% grants. *We are working on some site surveys and engineering for the project.*

Buona Beef

We are waiting for summer usage data to determine if their PE count is accurate with the addition of Rainbow Cone. We will be analyzing the summer water data in order to close this item.

Local Government Efficiency Act (Decennial Committee) + Facility Plan

We are working on finalizing the facility plan and holding our final meeting.

FOIAs

Don Saville has submitted three additional FOIAs in 2024. The matters with the Public Access Counselor from 2023 were settled in our favor. A summary of our costs to respond to these FOIAs is below:

Month	Legal Expenses	Eng. Expenses
July - Dec 2023	\$ 31,787.00	
Jan-24	\$ 698.00	\$ -
Feb-24	TBD	\$ -
Mar-24	TBD	\$ 3,096.00
Subtotal	\$ 32,485.00	\$ 3,096.00
TOTAL	\$35,581.00	

Office Upgrades and Remodel

We are currently working on replacing the ramp and siding of the building and will also be replacing windows and doors. Most of this work is being done in-house.

NMWRD Sewer Connection Permit Tracking
Darrell Road Special Connection Fee Collections

*Special Connection Fees Ordinance approved February 2020



	Permits Issued	Amount Paid
2020 Permits	14	\$ 45,472.00
2021 Permits	21	\$ 139,200.00
2022 Permits	50	\$ 171,216.00
2023 Permits	39	\$ 276,969.57
2024 Permits	12	\$ 22,020.66
Total	136	\$ 654,878.23

Permit Date	Address	City	Subdivision/ Business	Permit Owner	Permit No.	Amount Paid
5/3/2023	32016 Savannah Drive	LM	Savannahs	William Ryan Homes	5742	\$ 3,670.11
6/6/2023	32003 Savannah Drive	LM	Savannahs	William Ryan Homes	5743	\$ 3,670.11
6/6/2023	32007 Savannah Drive	LM	Savannahs	William Ryan Homes	5744	\$ 3,670.11
6/13/2023	37 Eastwood Ave	IL	Fox River Valley Gardens	Midwest Lifestyle Homes	5745	\$ -
7/7/2023	27655 W IL Rte 120	LM	Advocate Aurora Health	Advocate Aurora Health	5746	\$ 55,575.80
6/15/2023	27888 Beech St	IL	Beech Street Senior Lofts	Lincoln Avenue Capital	5747	\$ 102,762.80
7/10/2023	1223 Noble Drive	PB	Deer Grove Unit II	Damian Dembicki	5748	\$ -
7/14/2023	32017 Savannah Drive	LM	Savannahs	William Ryan Homes	5749	\$ 3,670.11
7/14/2023	32074 Savannah Drive	LM	Savannahs	William Ryan Homes	5750	\$ 3,670.11
8/17/2023	27500 W IL RTE 120	LM	Lakemoor Commons	BAMA Lakemoor Property LLC	5751	\$ 6,546.00
9/11/2023	32001 Savannah Drive	LM	Savannahs	William Ryan Homes	5752	\$ 3,670.11
9/18/2023	437 Northlake Road	LM	Sampson Sex & Co Lily Lake	Sean Ryan	5753	\$ 3,670.11
10/3/2023	32009 Savannah Drive	LM	Savannahs	William Ryan Homes	5754	\$ 3,670.11
10/3/2023	32021 Savannah Drive	LM	Savannahs	William Ryan Homes	5755	\$ 3,670.11
10/3/2023	32069 Savannah Drive	LM	Savannahs	William Ryan Homes	5756	\$ 3,670.11
11/17/2023	217 Fairfield Dr	IL	Island Lake Estates	Fly Plumbing	5757	\$ -
11/28/2023	32034 Savannah Drive	LM	Savannahs	William Ryan Homes	5758	\$ 3,670.11
11/28/2023	31997 Savannah Drive	LM	Savannahs	William Ryan Homes	5759	\$ 3,670.11
12/18/2023	1521 Sunset Drive	HH	Holiday Hills	Carol Stingel	5780	\$ 3,248.00
12/15/2023	1522 Sunset Drive	HH	Holiday Hills	Robert & Tammy Jantzen	5781	\$ -
12/18/2023	1526 Sunset Drive	HH	Holiday Hills	Francine Johnson Trust	5782	\$ 3,248.00
12/13/2023	2701 Holiday Drive	HH	Holiday Hills	Dawn Hervey	5793	\$ -
1/16/2024	1215 Noble Drive	PB	Deer Grove	Jarvis Development	5760	\$ -
1/16/2024	1019 Noble Drive	PB	Deer Grove	Jarvis Development	5761	\$ -
1/17/2024	32071 Savannah Drive	LM	Savannahs	William Ryan Homes	5762	\$ 3,670.11
1/17/2024	32013 Savannah Drive	LM	Savannahs	William Ryan Homes	5763	\$ 3,670.11
1/17/2024	32015 Savannah Drive	LM	Savannahs	William Ryan Homes	5764	\$ 3,670.11
1/18/2024	3001 Holiday Drive	HH	Holiday Hills	John & Tamara Chesler	5802	\$ -
2/1/2024	32075 Savannah Drive	LM	Savannahs	William Ryan Homes	5765	\$ 3,670.11
2/1/2024	32022 Savannah Drive	LM	Savannahs	William Ryan Homes	5766	\$ 3,670.11
2/9/2024	1019 Wembley Drive	IL	Fox River Shores	Jay & Rachel Loth	1998-1	\$ -
2/26/2024	3619 Lakeview Drive	IL	Island Lake Estates	Jason & Caroline Quiroz	0093-1	\$ -
3/5/2024	32002 Savannah Drive	LM	Savannahs	William Ryan Homes	5767	\$ 3,670.11
3/7/2024	1509 Elm St	HH	Holiday Hills	William Atkins	5753	\$ 3,248.00

FY 2023-24 Total:

\$ 240,690.58



NORTHERN MORAIN WRD

Northern Moraine WRD Project Grant Tracking

Rev. April 1, 2024

Project	Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
Darrell Road Interceptor Phase 1	2024	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$3,000,000	-	\$12,300,000	3/27/2024	Under Review
Blower Replacement	2024	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$750,000/ \$500,000 min.	-	\$1,200,000	3/27/2024	Under Review
UV Disinfection	2024	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$1,000,000/ \$813,600 min.	-	\$2,100,000	3/27/2024	Under Review
Solar Renewable Energy	2024	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$2,000,000/ \$1,530,000 min.	-	\$3,100,000	3/27/2024	Under Review
Unsewered Community – Village of Holiday Hills / Le Villa Vaupell (Phase 3)	2024	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$1,700,000/ \$1,000,000 min.	-	\$6,700,000	3/27/2024	Under Review
Unsewered Community – Village of Holiday Hills / Le Villa Vaupell (Phase 2)	2024	Water Resources Development Act (WRDA)	U.S. House Representative Bill Foster	-	-	\$10,851,000	1/10/2024	Under Review
Darrell Road Unsewered Facilities	2024	Water Resources Development Act (WRDA)	U.S. House Representative Bill Foster	-	-	\$20,000,000	1/10/2024	Under Review
Unsewered Community – Village of Holiday Hills / Le Villa Vaupell (Phase 2)	2023	via Congressionally Directed Spending Request	U.S. House Representative Bill Foster	\$3,500,000	\$959,752	\$10,851,000	3/17/2023	Recommended for Congressional Approval
Unsewered Community – Village of Holiday Hills / Le Villa Vaupell (Phase 2)	2022	FY 2023 Interior, Environment, and Related Agencies CPF Request Form IL-14 (Google Form)	US House Representative Lauren Underwood	\$2,500,000	\$2,500,000	\$10,851,000	4/15/2022	Awarded / In-Progress

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113 Timber Trail, PO Box 240, Island Lake, IL 60042



Phone: 847-526-3300
Fax: 847-526-3349



Email: info@nmwrd.org
Web: www.nmwrd.org



NORTHERN MORAINE
WRD

Project	Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
WWTF Emergency Power Systems Replacement	2022	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$250,000	\$250,000	\$500,000	4/15/2022	Awarded / In-Progress
Unsewered Community – Village of Holiday Hills (Phase 1)	2022	McHenry County – ADVANCE McHenry County (ARPA Funding)	McHenry County	\$2,905,080	\$2,000,000	\$7,287,500	2/8/2022	Awarded / In-Progress
Unsewered Community – Village of Holiday Hills / Le Villa Vaupell (Phase 2)	2022	McHenry County – Community Development Block Grant (CDBG)	McHenry County	\$200,000	\$96,364	\$7,287,500	1/4/2022	Awarded / In-Progress
Lakemoor Lift Stations	2021	Capital Grant Line Item Appropriation (Public Act 101-0638, House Bill 0064)	DCEO	\$400,000	\$400,000	\$732,730	3/11/2021	Awarded / In-Progress
Unsewered Community – Village of Holiday Hills (Phase 1)	2020	Unsewered Communities Construction Grant Program	IEPA	\$3,495,600	\$3,495,600	\$6,700,000	12/31/2020	Fully Disbursed to NMWRD
Control Building Electrical Upgrades	2020	Installation and/or Replacement of Utilities Grant Program (Public Act 101-0007 and/or Public Act 101-0029)	DCEO	\$200,000	\$200,000	\$445,494	6/23/2020	Awarded / In-Progress
Expected Grant Amount Total					\$9,901,716			

Expected Grants	7
Fully Disbursed Grants	1
TOTAL GRANTS SINCE 2020	8

Project	Amount Granted	Amount Expended	Remaining Grant Balance
Control Building Electrical	\$200,000.00	\$6,898.60	\$193,010.40
Lift Stations 1 & 6	\$400,000.00	\$296,921.89	\$103,078.11



Northern Moraine WRD - Septage Receiving Tracking
FY 2023-2024



Month	Loads	Gallons	Revenue FY 23-24	Revenue FY 22-23	% Revenue Change
May-23	22	80,250	\$5,236.00	\$9,613.50	54%
Jun-23	48	158,340	\$11,352.60	\$11,541.30	98%
Jul-23	46	158,743	\$10,680.25	\$9,174.90	116%
Aug-23	64	222,059	\$14,999.95	\$11,490.30	131%
Sep-23	79	270,870	\$18,290.30	\$10,342.80	177%
Oct-23	61	215,180	\$14,363.30	\$12,214.50	118%
Nov-23	40	139,942	\$9,436.70	\$5,156.10	183%
Dec-23	17	60,540	\$3,992.45	\$5,344.80	75%
Jan-24	12	40,700	\$2,832.20	\$2,784.60	102%
Feb-24	19	78,840	\$5,236.00	\$5,865.85	89%
Mar-24	46	159,920	\$10,900.40	\$9,514.05	115%
Apr-24				\$9,270.10	
Total	454	1,585,384	\$107,320.15	\$102,312.80	105%

	Loads	Revenue
Fiscal Year 2019-2020	146	\$ 23,240.40
Fiscal Year 2020-2021	232	\$ 45,104.40
Fiscal Year 2021-2022	326	\$ 61,852.80
Fiscal Year 2022-2023	506	\$ 102,312.80

	Date	Company Name	Gallons	Cost/Gal	Revenue	Time	Type
Mar-24	3/1/2024	Helmer	3650	Flat Rate	\$238.00	8:33 AM	Septic
	3/2/2024	Helmer	3670	Flat Rate	\$238.00	12:15 PM	Septic
	3/3/2024	Helmer	3300	Flat Rate	\$238.00	10:45 AM	Septic
	3/4/2024	Helmer	3100	Flat Rate	\$238.00	1:10 PM	Septic
	3/5/2024	Helmer	3350	Flat Rate	\$238.00	8:15 AM	Septic
	3/6/2024	Helmer	4000	Flat Rate	\$238.00	11:15 AM	Septic
	3/7/2024	Helmer	3500	Flat Rate	\$238.00	10:52 AM	Septic
	3/8/2024	Helmer	3750	Flat Rate	\$238.00	9:15 AM	Septic
	3/8/2024	Helmer	3500	Flat Rate	\$238.00	8:20 AM	Septic
	3/9/2024	Helmer	3500	Flat Rate	\$238.00	12:25 PM	Septic
	3/10/2024	Weidner's	3500	Flat Rate	\$238.00	2:20 PM	Septic
	3/11/2024	Helmer	3700	Flat Rate	\$238.00	11:10 AM	Septic
	3/11/2024	Helmer	2750	Flat Rate	\$238.00	3:08 PM	Septic
	3/11/2024	Weidner's	3300	Flat Rate	\$214.20	12:00 PM	Septic
	3/11/2024	Weidner's	3800	Flat Rate	\$238.00	10:00 AM	Septic
	3/12/2024	Helmer	3650	Flat Rate	\$238.00	11:13 AM	Septic
	3/12/2024	Weidner's	3200	Flat Rate	\$214.20	N/A	Septic
	3/13/2024	Helmer	3500	Flat Rate	\$238.00	8:20 AM	Septic
	3/14/2024	Helmer	3250	Flat Rate	\$238.00	11:30 AM	Septic
	3/14/2024	Weidner's	3700	Flat Rate	\$238.00	N/A	Septic
	3/15/2024	Helmer	3430	Flat Rate	\$238.00	9:00 AM	Septic
	3/15/2024	Helmer	3200	Flat Rate	\$238.00	1:45 PM	Septic
	3/15/2024	Weidner's	3800	Flat Rate	\$238.00	11:10 AM	Septic
	3/16/2024	Weidner's	3600	Flat Rate	\$238.00	1:30 PM	Septic
	3/17/2024	Weidner's	3600	Flat Rate	\$238.00	3:30 PM	Septic
	3/18/2024	Helmer	3050	Flat Rate	\$238.00	10:08 AM	Septic
	3/18/2024	Helmer	3550	Flat Rate	\$238.00	12:51 PM	Septic
	3/18/2024	Weidner's	3700	Flat Rate	\$238.00	2:45 PM	Septic
	3/19/2024	Helmer	3200	Flat Rate	\$238.00	9:20 AM	Septic
	3/20/2024	Helmer	3850	Flat Rate	\$238.00	8:42 AM	Septic
	3/21/2024	Helmer	2850	Flat Rate	\$238.00	8:51 AM	Septic
	3/21/2024	Helmer	3750	Flat Rate	\$238.00	11:48 AM	Septic
3/21/2024	Weidner's	3800	Flat Rate	\$238.00	11:00 AM	Septic	
3/21/2024	Weidner's	3800	Flat Rate	\$238.00	3:35 PM	Septic	
3/22/2024	Helmer	3750	Flat Rate	\$238.00	9:04 AM	Septic	
3/25/2024	Helmer	3750	Flat Rate	\$238.00	11:42 AM	Septic	
3/25/2024	Helmer	4000	Flat Rate	\$238.00	3:10 PM	Septic	
3/26/2024	Helmer	3000	Flat Rate	\$238.00	9:06 AM	Septic	
3/26/2024	Helmer	3000	Flat Rate	\$238.00	10:48 AM	Septic	
3/26/2024	Helmer	3750	Flat Rate	\$238.00	2:47 PM	Septic	

	3/26/2024	Weidner's	3800	Flat Rate	\$238.00	2:20 PM	Septic
	3/27/2024	Helmer	3100	Flat Rate	\$238.00	11:13 AM	Septic
	3/28/2024	Helmer	3440	Flat Rate	\$238.00	12:38 PM	Septic
	3/28/2024	Helmer	3000	Flat Rate	\$238.00	8:10 AM	Septic
	3/28/2024	Helmer	3350	Flat Rate	\$238.00	10:08 AM	Septic
	3/29/2024	Helmer	3130	Flat Rate	\$238.00	10:27 AM	Septic

NMWRD Service Connection Permit Tracking
 FY 2023-24



Permit Date	Address	City	Subdivision/ Business	Re-Connect, Repair, Demo or New Connection	Permit Owner	Permit No.	Connection/ Inspection Fee	Darrell Road Special Connection Fee
5/3/2023	32016 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5742	\$ 7,674.00	\$ 3,670.11
6/6/2023	32003 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5743	\$ 7,674.00	\$ 3,670.11
6/6/2023	32007 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5744	\$ 7,674.00	\$ 3,670.11
6/13/2023	37 Eastwood Ave	IL	Fox River Valley Gardens	New Connection	Midwest Lifestyle Homes	5745	\$ 7,674.00	-
7/7/2023	27655 W IL Rte 120	LM	Lakemoor Commons	New Connection	Advocate Aurora Health	5746	\$ 114,675.00	\$ 55,575.80
6/15/2023	27888 Beech St	IL	Beech Street Senior Lofts	New Connection	Lincoln Avenue Capital	5747	\$ 211,090.00	\$ 102,762.80
7/10/2023	1223 Noble Drive	PB	Deer Grove Unit II	New Connection	Damian Dembicki	5748	\$ 7,674.00	-
7/14/2023	32017 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5749	\$ 7,674.00	\$ 3,670.11
7/14/2023	32074 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5750	\$ 7,674.00	\$ 3,670.11
8/17/2023	27500 W IL RTE 120	LM	Lakemoor Commons	New Connection	BAMA Lakemoor Property LLC	5751	\$ 32,565.00	\$ 6,546.00
9/11/2023	32001 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5752	\$ 7,674.00	\$ 3,670.11
9/18/2023	437 Northlake Road	LM	Sampson Sex & Co Lily Lake	New Connection	Sean Ryan	5753	-	\$ 3,670.11
10/3/2023	32009 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5754	\$ 7,674.00	\$ 3,670.11
10/3/2023	32021 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5755	\$ 7,674.00	\$ 3,670.11
10/3/2023	32069 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5756	\$ 7,674.00	\$ 3,670.11
11/17/2023	217 Fairfield Dr	IL	Island Lake Estates	Repair	Fly Plumbing	5757	\$ 100.00	-
11/28/2023	32034 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5758	\$ 7,674.00	\$ 3,670.11
11/28/2023	31997 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5759	\$ 7,674.00	\$ 3,670.11
12/18/2023	1521 Sunset Drive	HH	Holiday Hills	New Connection	Carol Stingel	5780	\$ 7,674.00	\$ 3,248.00
12/15/2023	1522 Sunset Drive	HH	Holiday Hills	New Connection	Robert & Tammy Jantzen	5781	\$ 100.00	-
12/18/2023	1526 Sunset Drive	HH	Holiday Hills	New Connection	Francine Johnson Trust	5782	\$ 7,674.00	\$ 3,248.00
12/13/2023	2701 Holiday Drive	HH	Holiday Hills	New Connection	Dawn Hervey	5793	\$ 100.00	-
1/16/2024	1215 Noble Drive	PB	Deer Grove	New Connection	Jarvis Development	5760	\$ 7,674.00	-
1/16/2024	1019 Noble Drive	PB	Deer Grove	New Connection	Jarvis Development	5761	\$ 7,674.00	-
1/17/2024	32071 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5762	\$ 7,674.00	\$ 3,670.11
1/17/2024	32013 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5763	\$ 7,674.00	\$ 3,670.11
1/17/2024	32015 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5764	\$ 7,674.00	\$ 3,670.11
1/18/2024	3001 Holiday Drive	HH	Holiday Hills	New Connection	John & Tamara Chesler	5802	\$ 100.00	-
2/1/2024	32075 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5765	\$ 7,674.00	\$ 3,670.11
2/1/2024	32022 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5766	\$ 7,674.00	\$ 3,670.11
2/9/2024	1019 Wembley Drive	IL	Fox River Shores	Repair	Jay & Rachel Loth	1998-1	\$ 100.00	-
2/26/2024	3619 Lakeview Drive	IL	Island Lake Estates	Repair	Jason & Caroline Quiroz	0093-1	\$ 100.00	-
3/5/2024	32002 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5767	\$ 7,674.00	\$ 3,670.11
3/7/2024	1509 Elm St	HH	Holiday Hills	New Connection	William Atkins	5753	\$ 7,674.00	\$ 3,248.00

	Standard Connections	Darrel Road Connections
FY 2023 - 2024 Total:	\$ 543,106.00	\$ 240,690.58
Approved Budget FY 2023 - 2024	\$ 272,664.00	\$ 110,040.00
Approved +/- vs. Current YTD	\$ 270,442.00	\$ 130,650.58



NORTHERN MORAINE W R D

NMWRD Operations Report

Date: April 5th, 2024

Prepared by: Joe Lapastora – Director of Operations

Control Building Electrical Upgrades:

[Project Update] – This project saw minimal progress through the month of March with the following milestones being achieved. Non-approved conduit was discovered in the hallway which was brought to Pieper’s attention in early March. Pieper was successful in swapping out the conduit for approved (GRC) conduit in mid-Mach and this work was accomplished in one (1) day, after hours. Arc flash labels have arrived on-site and will be installed next week. We expect the pace to pick back up in April once the doors/frames arrive. As indicated on previous Operations Reports, Pieper has nearly completed all electrical work on the project with the exception of miscellaneous electrical associated with sub-contractor work, and potential punchlist electrical work. As of today, we now have all equipment transferred to new power feeds, installation of the hallway 600A disconnect switch is complete, additional SCADA programming continues to be achieved, energization of new branch circuit panel is complete, raw pump and associated VFD relay work is complete, backup float controls relocation is complete, and cable swap for Raw Pump #4 is complete. Future sub-contractor work shall include door and frame construction, flooring and painting, penetration patching, and general cleanup. More information will be provided on next month’s Operations Report as the project continues to progress.

Lakemoor LS 3, LS 4, and LS 7 Upgrades:

[Project Update] – This project update section is being added to monitor the upgrades for three (3) Lakemoor Lift Stations that the District is serving as the GC for. The three (3) lift stations include Lift Station 3, Lift Station 4, and Lift Station 7. Recall that the District already possesses stamped engineering plans for each of these stations and the decision was made to GC the remaining Lakemoor Lift Stations that were not part of the Lakemoor Lift Station No. 1 and No. 6 public bid project. Once we wrap up these stations, we will then transition to all remaining Lakemoor Lift Stations (i.e. LS 2 and LS 5). Note that we are in the early phases of this project and notable milestones to date include the removal of non-functional generators at LS 3 and LS 7, rough framing to prepare for new equipment pads that are sized for the new generators, and utility coordination with Nicor as it relates to service feed adjustments. Upcoming work includes new control panel installs / internal upgrades to existing control panels, new generator installs, new light pole installations, landscaping upgrades, and radio/telemetry buildout. More information will be provided on next month’s Operations Report as the project continues to progress.

Lift Station Radio Telemetry:

[Project Update] – Recall the District focus remains on the buildout of SCADA at the plant before we move into SCADA buildout for the collection system. The intent remains to transmit data to the SCADA computer stationed at the treatment facility via radio/telemetry which will require substantial infrastructure upgrades. This infrastructure will provide a wide range over the District’s service area where we can then broadcast data to, and receive data from lift stations. District staff met with Advanced Automation Controls (AAC) in mid-January to resume discussions regarding the buildout of the radio telemetry infrastructure throughout the collection system and the first P.O. was issued in





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February for AAC to start their buildout at LS3. The plan remains to have AAC handle this on a station-by-station basis. More information will be provided on next month's Operations Report.

Dewatering Polymer Upgrades:

[Project Update] – This project continued to see significant progress through the month of March. Recall concrete work was completed in mid-January, with demolition work completed shortly after. In early February, the new polymer pump skid, mixing tank, tote tilter and associated air compressor, new piping, valves, and other ancillary items were installed. As of today, the new polymer system is live and fully functional. Remaining work includes general cleanup, demolition of old Polymer skid, and punchlist items. Since remaining work is isolated to cleanup, this shall be the last project section update.



Photos showing new Polymer Skid and Tote Tilter Setup for Dewatering.

Breakroom Upgrades:

[Project Update] – The District received the building construction permit on November 8th which allowed us to move forward with new installation items that include rough framing to bring the walls up to the ceiling and punchouts for two (2) new windows, electrical, HVAC, and plumbing work. Rough framing was contracted out to Manusos and that work was completed in early March. We then transitioned into rough electrical which was primarily accomplished in-house with the exception of some upcoming breaker panel work that has been contracted out to Associated Electric. Once rough electrical is wrapped up, we will then move into rough plumbing which will be handled in-house. After that is completed, we will have the County perform their inspections on the rough framing, electric and plumbing. Future scope includes Manusos returning for drywall at which point we will be left with flooring, cabinetry and countertop, appliance install, exterior fixes on wall panels and roofing panels, and general cleanup and decoration. It is expected that we will be working on this project for the next few months. More information will be provided on future Operations Reports once the project begins.





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NPDES Permit Renewal:

As of October 1st, the District is now operating under the expired NPDES permit until the new permit arrives. This is typical during most renewal periods and the IEPA states that we shall continue to operate under our old permit until the new permit arrives.

Miscellaneous Projects/Updates:

We saw many small projects wrap up through the month of March with notable milestones including the following items. Various faulty pieces of equipment were repaired including the installation of two (2) new NPW pumps that replaced the old ones that were damaged during last month's NPW issues, an outdated contactor was replaced in the dewatering control panel, and continued progress is being made in getting the programming with the HSI blower jiving with the new VFD. Similarly, various faulty pieces of equipment associated with our 24 lift stations have been rectified over the past few months. Lift station items include heaters, flowmeters, GFI outlets, strobe lights, etc. In mid-March, DPS returned to complete the transition from Woods couplings over to Dodge couplings for the aerators at the Oxidation Ditch. The two (2) Northern couplings were successfully swapped out over the course of two (2) days and all couplings are now Dodge units. Lastly, District Operations staff put a major focus on the condition of our current rolling stock fleet, and we will be moving forward with some small repairs on the District's VAC as well as the Front-End Loader to extend the useful life of these critical pieces of equipment.

COVID Surveillance Data:

On the next few pages, you can find the most recent data for surveillance sampling and testing for SARS-COV-2, Influenza A & B, and RSV tracking. The data continues to show the concentrations of the different variant lineages that are being detected in the samples we have collected.



113 Timber Trail, PO Box
240, Island Lake, IL 60042



Phone: 847-526-3300
Fax: 847-526-3349



Email: info@nmwrd.org
Web: www.nmwrd.org



NORTHERN MORAINE W R D

NORTHERN MORAINE WW RECLAMATION DIST WWTP Wastewater Report, March 2024

For updates on your plant in-between these monthly reports, please visit our wastewater dashboard <https://iwss.uillinois.edu>

LOCATION: NORTHERN MORAINE WW RECLAMATION DIST WWTP (McHenry County)

Catchment Information	
Population Served	15,947
NPDES	IL0031933
zipcode	60042
IL Covid Region	9

SARS-CoV-2 LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of the SARS-CoV-2 virus in a sample. The nucleocapsid protein (N) gene of the virus is targeted in the assay, and results are reported in gene copies per liter of starting wastewater.

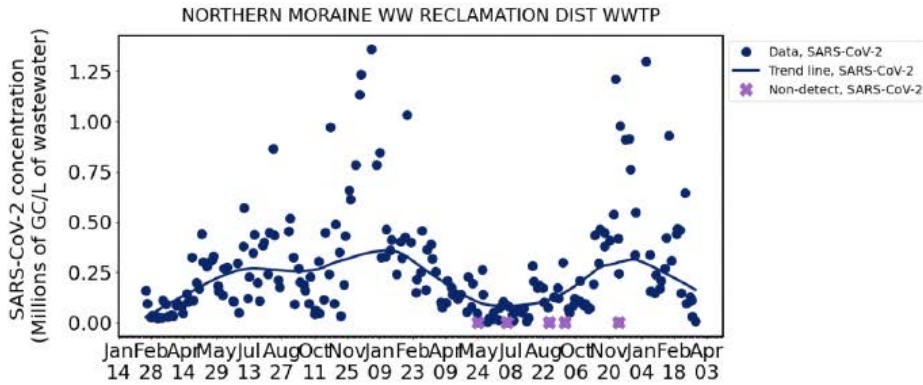


Figure 1. Time series plot of SARS-CoV-2 viral concentrations in millions of gene copies per liter (GC/L) of wastewater.

SARS-CoV-2 SAMPLING RESULTS - LAST 8 SAMPLES

Date	SARS-CoV-2 (GC/L)
2024-03-14	29,025
2024-03-13	112,275
2024-03-11	127,725
2024-03-06	94,275
2024-03-04	646,350
2024-02-28	145,350
2024-02-26	459,525



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SARS-CoV-2 LINEAGES IN WASTEWATER



Figure 2. Stacked barplot showing the relative abundances of SARS-CoV-2 lineages in wastewater samples. All lineages in the legend, excluding "Other," are associated with Omicron. The most recently available two months worth of data are shown.





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INFLUENZA A/B LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of influenza A and influenza B viruses in a sample. Results are reported in gene copies per liter of starting wastewater.

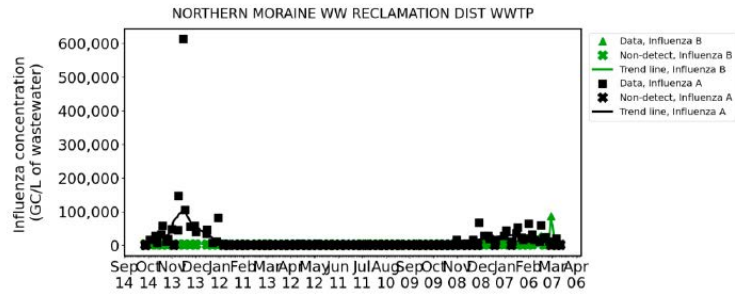


Figure 3. Time series plot of Influenza A/B viral concentrations in gene copies per liter (GC/L) of wastewater.

INFLUENZA A/B SAMPLING RESULTS - LAST 8 SAMPLES

Date	Influenza A (GC/L)	Influenza B (GC/L)
2024-03-18	Non-detect	Non-detect
2024-03-14	Non-detect	Non-detect
2024-03-13	20,775	12,450
2024-03-11	7,950	15,975
2024-03-06	Non-detect	88,725
2024-03-04	12,300	8,175
2024-02-28	24,900	Non-detect
2024-02-26	20,475	Non-detect

RSV LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of Respiratory Syncytial Virus (RSV) in a sample. Results are reported in gene copies per liter of starting wastewater.

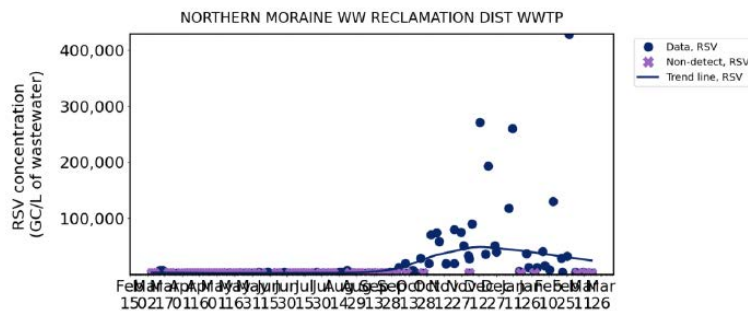


Figure 4. Time series plot of RSV viral concentrations in gene copies per liter (GC/L) of wastewater.

RSV SAMPLING RESULTS - LAST 8 SAMPLES

Date	RSV (GC/L)
2024-03-18	Non-detect
2024-03-14	Non-detect
2024-03-13	Non-detect
2024-03-11	3,975
2024-03-06	Non-detect
2024-03-04	4,125
2024-02-28	428,250
2024-02-26	32,775





NORTHERN MORAIN W R D

NMWRD Engineering Report

Date: April 5th, 2024

Prepared by: Jasmin Bait – Junior Engineer

Holiday Hills / Le Villa Vaupell Sanitary Sewer Extension – Phase 1 (Nunda):

[Project Update] – Throughout the month of March, Trine continued with steady progress in addressing the restoration and lift station punchlist items and nearing completion of all items. The previously ongoing I/I issue appears to have been resolved by Trine. The District continues with routinely visiting the lift station to check on their progress with the punchlist items. The District and TAI continue to review as-builts received from Trine and identify any revisions to be made before they can be accepted.

[Milestone Update] - Substantial completion of the project is measured with a series of milestones dated based on the commencement of the contract time. The contract also stipulated that a bonus shall be paid out for every day that work is substantially completed prior to the specified milestone date. Milestone No. 1 includes all sanitary sewer, sanitary services, force main, and restoration improvements plus site improvements at the proposed lift station. Work for Milestone No. 1 was substantially completed on December 14, 2022. They did not achieve the requirements for that milestone in time and thus no bonus will be paid out. Milestone No. 2 includes all equipment and start-up associated with the lift station and control building and Milestone No. 3 or Final Completion includes all the previously listed items with final acceptance by Owner. Work for Milestone No. 2 is to be substantially completed by May 1, 2024. Final Completion is to be May 31, 2024.

Holiday Hills / Le Villa Vaupell Sanitary Sewer Extension – Phase 2 (Nunda):

Progress has been made toward setting Phase 2 of the HH/LVV Project in motion. TAI has issued the Phase 2 plans for bidding. The Public Bid was published on March 5, 2024, a Pre-Bid Meeting took place on March 12, 2024, and the Bid Opening was held on April 5, 2024. This month's Board Packet includes a Notice of Intent to Award the contract to the selected contractor. Aside from that, an FAQ sheet is currently being drafted for Phase 2 residents to use as a reference for any concerns that may come up throughout the construction process.

Holiday Hills Resident Connections to Sanitary Sewer:

As the District receives more inquiries for connecting to the new sewer system, Junior Engineer, Jasmin Bait, maintains contact with each resident throughout the process from the time an application is received and up to the final connection inspection. It ensured that each hired sewer contractor meets the District's requirements, and that each homeowner must receive a septic abandonment permit from the McHenry County Health Department prior to the District issuing a Sanitary Sewer Service Permit. In the month of March, no new



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connections were done, and one application was received from a resident looking to connect this Spring. The District looks forward to more homes connecting in the future.

Resident Connections Summary

Address	Contractor	Connection Fee Payment Method	Date of Payment/ Financing	Final Connection Inspection Date
1521 Sunset Dr	Keith Bradley Inc.	Paid in Full	11/20/2023	12/19/2023
1526 Sunset Dr	Keith Bradley Inc.	Paid in Full	11/13/2023	1/4/2024
1522 Sunset Dr	Keith Bradley Inc.	Financing	1/1/2024	1/11/2024
2701 Holiday Dr	McHenry Excavating	Financing	1/1/2024	1/26/2024
3001 Holiday Dr	Bartnick Construction	Financing	2/1/2024	TBD
2909 Holiday Dr	Keith Bradley Inc.	Financing	TBD	TBD
1404 Holiday Dr	Biagi Plumbing	Financing	3/1/2024	3/6/2024
1509 Elm St	Reiche Plumbing	Paid in Full	3/7/2024	TBD
1204 Sunset Dr	Reiche Plumbing	Financing	TBD	TBD

Control Building Electrical:

[Project Update] – Throughout the month of March, minor progress was made toward the project. Most notable was the swapping of conduit in the hallway. We expect more significant progress to occur throughout April. Overall, nearly all electrical work is complete except for the ongoing HVAC work and other sub-contractor work such as, door construction, flooring and painting, and overall cleanup. We anticipate substantial completion within 1-2 months, and final completion within the next few months. Further details about this project can be found in the Operations Report.

Phosphorus Discharge Optimization Plan:

[Project Update] – The District has continued to perform the new regimen of phosphorus testing related to the District’s Phosphorus Discharge Optimization Plan (PDOP) every other week. Drafts are being prepared as the next annual PDOP submission to the IEPA will be submitted at the end of April. Note that this is an ongoing evaluation, as dictated by our NPDES permit to ensure we are taking the necessary steps to meet the 0.5 mg/L Total P limit that will be mandated by 2030. Our goal is to average below the 0.5 mg/L Total P limit for a two-week period in the seasons of extreme temperature (summer and winter) using our existing treatment process. We will keep this goal in mind going into this upcoming winter as well as next summer.





NORTHERN MORAIN W R D

Woodman's Lift Station and Sanitary Sewer Additions (Lakemoor):

[Project Update] – This project is in the three (3) year maintenance period which was set to close on February 11, 2023. The District continues to work with Filippini Law Firm to wrap up the LOC documents that coincide with the closure of the maintenance period. The District notified Lakemoor in mid-October that we concluded our review of the documents that Lakemoor provided a few months back to close out the Woodman's project. A copy of the payment schedule for the loan to date of \$1,291,896.00 has been provided to Lakemoor. The Village made its first payment due this year in the amount of \$24,563.76. The District reviewed the easement documents from Lakemoor for the Woodman's property that were received on March 3rd and June 8th. There are still recorded easements missing that we are waiting to receive.

Buona Beef + Rainbow Cone (Lakemoor):

[Project Update] – Rainbow Cone held its grand opening on Monday, May 16th, 2022, and the District has continued to monitor water usage observed at Buona Beef / Rainbow Cone to ensure that this development does not exceed its permitted PE. The District re-evaluated the water meter readings and determined that our readings were off by a factor of 10x based on comparisons with similar types of facilities. A credit was issued to Buona Beef in the amount of \$24,199.50 on April 18th. We are currently analyzing readings from this past summer and waiting for additional readings to determine if the PE calculations on the original permit and the corresponding connection fee are accurate.

Beech Street Senior Lofts (Island Lake):

[Project Update] – The District received preliminary plans in January for a proposed development of Senior Living on Beech Street in Island Lake. The District is familiar with the previous establishment at the site, formerly known as Sheltering Oaks, which closed roughly 10 years ago. All sanitary sewer related construction was completed in mid-August. The lone item the District is waiting for is construction record drawings, which is not expected until full construction is complete. As mentioned in the previous report, our operations crew attempted televising the service line to which this development will contribute flow. Because the service line to the previous establishment at this site has been disconnected and unused for several years, our crew found that the line has been blocked by overgrown roots. The District hired Veteran's Vac to perform the work for jetting and televising this line, which occurred on March 19. Operations staff then inspected the televising videos and confirmed that the line is all cleared up.

Advocate Outpatient Center (Lakemoor):

[Project Update] – The District received preliminary plans in March for a proposed development of an Advocate Outpatient Center to be located in Lakemoor. All sanitary sewer





NORTHERN MORAIN W R D

related construction was completed in early September. The contractor has also successfully completed the required air testing and vacuum testing on the new sanitary infrastructure in mid-September. The lone item the District is waiting for is construction record drawings, which is not expected until full construction is complete.

NOBO Provisioning Center (Lakemoor):

[Project Update] – The District received preliminary plans in July for a proposed development of a NOBO Provisioning Center in Lakemoor. An escrow account for this project has been funded in the amount of \$2,500.00 and remains current. Sanitary sewer related construction began in October and the District is waiting for the contractor to schedule the connection inspection. Following that, the lone item the District will be waiting for is construction record drawings.

Kelley's Market (Island Lake):

[Project Update] – The District received preliminary plans in October for a proposed development of Kelley's Market in Island lake located NW of the intersection at IL-176 and River Rd. An escrow account for this project has been funded in the amount of \$2,500.00 and remains current. The developer, Arc Design, continues to revise the plans as they receive feedback from TAI.

Admin Building Renovations:

[Project Update] – The first strides of renovations to the Admin Building took place back in August 2023 when the roof was replaced and in November 2023 when the soffit and fascia were replaced. In February, the District took the liberty of pursuing work in-house for the replacement of the main entrance ramp, which is still currently in progress. We continue gathering quotes from outside contractors to replace the siding, as well as looking to get quotes for replacing all windows and exterior doors.

In addition to the to the above projects, see below for more updates;

- Junior Engineer, Jasmin Bait, has completed a first draft of the annual Asset Valuation updates for the 2023-24 Fiscal Year. Revisions will be made throughout the coming weeks as we expect to submit to CBIZ in the next few months.
- The District has advertised the positions for Engineering Interns to be hired for this upcoming summer. A handful of interviews have already been held and we expect to schedule more throughout the next couple of weeks as the internships are anticipated to begin in May.



NORTHERN MORaine W R D

DELINQUENT ACCOUNTS RECAP FOR March 2024

Revised: 4/1/24 by Elisa Fisher, District Clerk

Island Lake

108 Active Delinquent Accounts

Notice of Delinquency – 59 customers

Final Notices of Delinquency – 20 customers

Water Shut off Notices – 13 customers -- Accounts on payment plan-- 2 Broken payment plan-- 3

Sewer Disconnection –1 customer

Water off – 10 customers

Lakemoor

68 Active Delinquent Accounts

Notice of Delinquency – 32 customers

Final Notices of Delinquency – 21 customers

Water Shut off Notices – 4 customers

Water off – 3 customers

Sewer Disconnection – 7 customers

Port Barrington

23 Active Delinquent Accounts

Notice of Delinquency – 9 customers

Final Notices of Delinquency – 9 customers

Sewer Disconnection – 5 customers

Total Delinquent Accounts: 199

Delinquent Accounts total (active and inactive customers): \$51,375.79 (Balance includes inactive accts, final accts and accounts with water shut off)

February 2023's report: \$49,976.65

February 2022's report: \$47,392.67

MONTHLY ACTIVITY

4831 Monthly Bills mailed 3/01/24 (for March service)	100 Notices of Delinquency mailed 3/02
180 Bills <u>not</u> mailed – customers want it emailed or SMS	50 Final Notices of Delinquency mailed 3/02
22 Water Shut Off Notices mailed 3/02	14 Real Estate closings in March 2024
13 Sewer Disconnection Notices mailed 3/02	21 Liens filed in March 2024
13 Water Shut off – Island Lake/ Lakemoor	36 Liens released in March



113 Timber Trail, PO Box
240, Island Lake, IL 60042



Phone: 847-526-3300
Fax: 847-526-3349



Email: info@nmwrd.org
Web: www.nmwrd.org

NMWRD
Treasurer Report
As of February 29, 2024

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
1015 Cash on Hand	500.00
1016 Chase - Checking	1,512,412.17
1018 Chase - Savings	7,466.82
1020 First Mid Bank Trust	1,512,888.62
1060 IL Epay Funds	59,429.50
1082 Certificates of Deposit	
1082ba BANK AMER NA CHARLOTTE NC	100,281.44
1082bb GOLDMAN SACHS BK USA NEW	100,019.12
Total 1082 Certificates of Deposit	<u>\$ 200,300.56</u>
Total Bank Accounts	<u>\$ 3,292,997.67</u>

Kenneth A. Michaels, Jr. - President

Date

Caretina Tellez - Treasurer

Date

This report has been reviewed by Roberta C. Wajrowski, CPA

Profit & Loss

As of February 29, 2024

	Actual	Budget	Total over Budget	% of Budget
Income				
4010 Property Tax Income	89,744.25	90,000.00	-255.75	99.72%
4090 Replacement Tax Income	10,515.58	2,820.00	7,695.58	372.89%
4300 Sewer Permit Income	3,000.00	2,000.00	1,000.00	150.00%
4500 Sewer Usage Income	2,782,725.31	3,043,980.00	-261,254.69	91.42%
4510 Connection Fees	770,072.60	382,704.00	387,368.60	201.22%
4520 Penalty Income	78,686.47	90,000.00	-11,313.53	87.43%
4600 Refund Income		500.00	-500.00	0.00%
4730 Interest Income	3,152.96	1,000.00	2,152.96	315.30%
4900 Miscellaneous Income	5,976.54	100.00	5,876.54	5976.54%
4910 Hauled Waste Income	101,179.75	90,000.00	11,179.75	112.42%
4930 Engin. & Legal Rev. Fees	5,000.00	5,000.00	0.00	100.00%
Total Income	\$ 3,850,053.46	\$ 3,708,104.00	\$ 141,949.46	103.83%
Expenses				
5000 Salaries	800,683.05	983,470.00	-182,786.95	81.41%
5010 Payroll Tax Expense	56,886.75	73,780.00	-16,893.25	77.10%
5020 Payroll Expenses-other	925.13	900.00	25.13	102.79%
5030 Employee Insurance	173,257.12	185,250.00	-11,992.88	93.53%
5040 Trainings & Seminars	19,337.64	20,300.00	-962.36	95.26%
5050 Clothing Allowance	2,820.97	2,800.00	20.97	100.75%
5060 IMRF EER Contrib. Exp.	60,726.68	80,090.00	-19,363.32	75.82%
5110 Maintenance-Buildings	34,293.62	35,500.00	-1,206.38	96.60%
5120 Maintenance-Vehicles	9,181.44	8,000.00	1,181.44	114.77%
5130 Maintenance-Equipment	54,294.57	45,000.00	9,294.57	120.65%
5140 Maintenance-Utility Sys	38,128.39	68,000.00	-29,871.61	56.07%
5150 Maintenance Supplies	33.28	3,000.00	-2,966.72	1.11%
5160 Sludge Hauling	33,105.12	45,000.00	-11,894.88	73.57%
5210 Operating Supplies	7,680.29	8,000.00	-319.71	96.00%
5220 Motor Fuel & Lube	12,294.85	14,000.00	-1,705.15	87.82%
5230 Vehicle Supplies	1,335.62	2,600.00	-1,264.38	51.37%
5240 Lab Supplies	17,204.73	24,000.00	-6,795.27	71.69%
5245 Miscellaneous Equip.	156.74	2,000.00	-1,843.26	7.84%
5250 Small Tools	715.89	1,200.00	-484.11	59.66%
5255 Chemicals Expense	81,653.58	83,000.00	-1,346.42	98.38%
5260 Safety Equipment	6,122.92	15,500.00	-9,377.08	39.50%
5320 General Insurance	99,601.00	84,335.00	15,266.00	118.10%
5330 Telephone Expense	41,817.04	29,390.00	12,427.04	142.28%
5360 Utilities	155,172.42	143,000.00	12,172.42	108.51%
5361 Security System	13,514.55	11,700.00	1,814.55	115.51%
5380 Rentals	57.50	1,100.00	-1,042.50	5.23%
5390 Travel Expense	2,957.69	5,000.00	-2,042.31	59.15%
5410 Software Support	54,672.24	30,470.00	24,202.24	179.43%
5420 Accounting Service	11,560.30	8,600.00	2,960.30	134.42%
5430 Professional Lab Testing	6,068.89	8,000.00	-1,931.11	75.86%
5435 Julie Locate Expense	2,956.66	3,500.00	-543.34	84.48%
5440 Engineering Services		6,000.00	-6,000.00	0.00%
5450 Legal Expenses	112,856.91	70,500.00	42,356.91	160.08%
5460 Permit Fees	500.00	18,000.00	-17,500.00	2.78%
5480 Other Professional Serv.	152,407.26	128,800.00	23,607.26	118.33%
5510 Office Supplies	12,214.98	8,000.00	4,214.98	152.69%
5520 Postage	27,004.94	25,000.00	2,004.94	108.02%
5530 Website Expense	326.16	2,000.00	-1,673.84	16.31%
5540 Printing & Publishing	9,357.39	9,300.00	57.39	100.62%
5550 Publications & Subscr.	199.99	200.00	-0.01	100.00%

5560 Membership Dues	4,214.90	4,360.00	-145.10	96.67%
5630 Bank Service Charges	10,679.07	13,800.00	-3,120.93	77.38%
5640 Interest Expense	26,356.68	59,994.00	-33,637.32	43.93%
5710 Miscellaneous Expense	39.94	500.00	-460.06	7.99%
5810 Refunds	0.12	100.00	-99.88	0.12%
Total Expenses	\$ 2,155,375.01	\$ 2,373,039.00	-\$ 217,663.99	90.83%
Net Operating Income	\$ 1,694,678.45	\$ 1,335,065.00	\$ 359,613.45	126.94%
Other Income				
4810 Bond Proceeds & Int.	1,501,717.74	8,998,572.00	-7,496,854.26	16.69%
4995 Grants & Contributions	27,194.76	3,526,429.40	-3,499,234.64	0.77%
Total Other Income	\$ 1,528,912.50	\$ 12,525,001.40	-\$ 10,996,088.90	12.21%
Other Expenses				
6010 Office Equip. over \$500	1,643.96	6,500.00	-4,856.04	25.29%
6030 Capitalized Treatm.Upgr.	2,248,951.30	12,977,572.00	-10,728,620.70	17.33%
6040 Bond Principal Payable		400,000.00	-400,000.00	0.00%
6070 Building Improvements	16,602.87	26,000.00	-9,397.13	63.86%
Total Other Expenses	\$ 2,267,198.13	\$ 13,410,072.00	-\$ 11,142,873.87	16.91%
Net Other Income	-\$ 738,285.63	-\$ 885,070.60	\$ 146,784.97	83.42%
Net Income	\$ 956,392.82	\$ 449,994.40	\$ 506,398.42	212.53%



NORTHERN MORAIN W R D

AGENDA ITEM # 10A

<u>Meeting Date:</u>	April 11, 2024
<u>Item:</u>	Audit Services for FY 2023-24
<u>Staff Recommendation:</u>	Motion to hire GW & Associates for the District's audit of fiscal year ending April 30, 2024, with the option of renewing for two additional fiscal years.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

In 2019 we changed our audit firm from George Roach & Associates to Lauterbach and Amen, LLP. Lauterbach had a difficult time to adjust to our schedule, and due to this and other difficulties, we have previously indicated to the board our desire to seek out other auditors. Regardless, I gave them an opportunity to provide an engagement letter for the FY 2023-24 audit, however, they indicated they were not interested. In general, it is good management practice to change auditors to ensure that new sets of eyes are looking at your books. Since Lauterbach has completed five (5) years of audits, now is a good time to make a change. Their last audit for us was at a cost of \$8,700 (base audit).

Rather than a prolonged RFP process, the District reached out to George Roach since he is familiar with our audits. While George has stopped doing audits, a firm he worked closely, GW & Associates, is now doing all his audit work. A proposal from GW & Associates is attached and I am comfortable with their proposal to conduct the audit for \$9,000 with additional fees up to \$3,500, if needed, based on the types of expenditures incurred (State & Federal Grants). Future base audits would be \$9,350 for FY 2025 and \$9,750 for FY 2026.

We are looking forward to working with GW & Associates. A representative will be present to answer any questions we may have.

Recommendation

Based on the desire to change audit firms from time to time, and to ensure that proper fiscal and quality control practices are in place for the District's overall finances and bookkeeping, it is recommended that the District enter into a contract with GW & Associates, P.C. for the fiscal year ending April 30, 2024 for an amount not to exceed \$12,500. In the event that a successful audit is conducted, the audit can be continued for fiscal years ending April 30, 2025 and 2026.

Votes Required to Pass

Simple Majority via a Roll Call Vote



RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT that the District Manager is authorized to execute a Service Agreement between the Northern Moraine Wastewater Reclamation District and GW & Associates, P.C. for audit services for fiscal years ending April 30, 2024, 2025 and 2026.

DATED this 11th day of April, 2024

NORTHERN MORaine WASTEWATER
RECLAMATION DISTRICT, an
Illinois Municipal Corporation,

By: _____
PRESIDENT

SEAL

ATTEST

DISTRICT CLERK

**PROPOSAL TO PROVIDE
PROFESSIONAL AUDIT SERVICES
TO
NORTHERN MORaine WASTEWATER
RECLAMATION DISTRICT
APRIL 30, 2024 THROUGH 2026**



GW & ASSOCIATES,

David Jelonek
Audit Partner

PC

4415 Harrison, Suite 434
Hillside, IL 60162
T 708/755-8182
F 708/755-8326

March 21, 2024

www.cpaGWA.com

**NORTHERN MORaine WASTEWATER
RECLAMATION DISTRICT
ISLAND LAKE, ILLINOIS**

Audit Services Proposal

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March 21, 2024

Northern Moraine Wastewater Reclamation District
Mr. Mohammed Haque
113 Timber Trail
P.O. Box 240
Island Lake, IL 60042

Dear Mr. Haque,

We are pleased to submit our proposal to provide auditing services to the Northern Moraine Wastewater Reclamation District (“the District”) for the fiscal years ending April 30, 2024, through 2026 with the option of two one-year extensions. We are confident that GW & Associates, P.C. (GWA) can meet and exceed the expectations of the district by providing you quality service and timely information. Incorporated and licensed to do business in Illinois since 1998, GWA and its 20 employees have a long history of serving Illinois governments. Enclosed is additional information about our firm and the scope of the engagement.

At GWA, we know.....

We know what you are going through at this moment. You have sent a request for proposal out to qualified firms, any of which can provide the services you are soliciting. Some bids may come back much lower than your current auditor, making you wonder if the responding firm really understands what it takes to audit your financial statements. It’s also possible that the bid is low to get the job and then that firm will tack on fees later to meet profitability goals. Other bids are going to come back high, making you wonder what makes that firm think that their service is so much superior to other firms. Still other bids will be fairly comparable. In addition, the audit approach outlined in the proposals and the staff qualification may seem pretty similar from one firm to another. So, how do you decide?

We know these feelings because we have been in your shoes. Our partners have not only spent many years in public accounting but have also spent years working in senior management positions, including finance director, for local governments. Through these experiences, we’ve come to know what most firms cannot. We don’t only know *how* to audit your government, but we also know what it is like to *be* audited. We also have an in-depth knowledge of government from the inside. We have incorporated this knowledge into our audit engagements to create what we believe is a better audit experience for our clients. Specifically, please consider the following as you make your decision of which firm to use:

1. We know the users of your financial statements. Whether it’s a resident keeping tabs of their tax dollars, board members seeking information to make the best decisions for their community, or a credit ratings analyst assessing the financial health of the community ahead of a bond issuance, we interacted with these financial statement

users when we were members of management. As a result, we have a unique perspective when reviewing the final product, writing management letters, and providing informal observations regarding the government's finances and operations.

2. We know that most people don't look forward to being audited. We didn't when we were on your side. We found that some firms may utilize a cookie-cutter approach to make their job easier. However, we know that we work for the client, not the other way around. Therefore, we focus on being helpful and flexible to make the audit process as easy as possible for our clients.
3. We know the importance of being able to budget contractual expenditures with certainty. We have seen firms seek additional fees when the audit process did not go perfectly and within their designated time frame. We know that life happens. There may be turnover or prolonged absences in the finance department resulting in rescheduling of the audit or necessitating auditor preparation of a few schedules that the client typically provided. We do not charge extra for such things. It is highly unusual for us to seek additional fees unless there is a substantial change in the scope of our work. Even then, no additional fees will be billed without prior approval.
4. We know that you do not want to be spending your valuable time "training" our auditors. That is our job. Therefore, a GWA audit partner or manager will be on site throughout the audit to monitor engagement progress and explain to our staff the complexities of your operation, so you don't have to.
5. We know that you do not want to be caught up in a bureaucratic process when it comes to resolving complex accounting issues. With GWA you will be able to discuss complex transactions with a partner of the firm and receive prompt answers to your questions. There is no waiting for word from headquarters. The decision maker will be available and familiar to you.
6. We know the value of a diverse workforce that allows for different perspectives. In fact, we are a certified Minority Business Enterprise ("MBE") by the state of Illinois. However, unlike most MBE firms, all of our work is prime work whereby we handle the entire engagement from beginning to end rather than as subcontractors to other firms.

If given the opportunity to perform your audit, we sincerely believe that you will see the difference that our experience makes. We are fully qualified and committed to performing the work outlined in the request for proposal within the established time period. This proposal is a firm and irrevocable offer for (120) days.

Please let me know if you have any questions or need additional information from us. We can be reached by phone or email. We hope to have the opportunity to work with you and provide excellent service to the Northern Moraine Wastewater Reclamation District.

Sincerely,



David M. Jelonek, Partner

Firm Profile

GW & ASSOCIATES, P.C. (GWA) has been practicing Accounting, Auditing and Management Consulting for 25 years.

Unlike many firms, our practice is devoted almost entirely to local governments. Our government practice is not employed to keep staff busy during slow periods or one of many practice areas competing for staffing resources. Rather, it is the foundation of our business and our area of expertise. We currently audit over 65 local governments per year including villages, cities, townships, school districts, park districts, library districts, a community college and other government entities. As such, all of our staff are familiar with the unique accounting requirements of government and are kept up to date with the ever-changing standards. The importance of our government clients is evident in the attention and service we provide.

Of the firm's twenty staff members, ten are governmental auditors. In performing the District's audit, we propose to utilize three professional staff, all of whom have experience in auditing municipalities and other units of local government. They will be on site on a full-time basis during fieldwork. In addition, the audit partner will be making frequent site visits. The majority of GWA's audit staff work out of our Hillside location. Our Chicago Heights location is home to our consulting and accounting services teams. It occasionally provides additional workspace which the audit team utilizes for regional work.

The firm's partners have worked not only in public accounting, but as appointed or elected officials within governments as well. This provides us with an in-depth knowledge of local governments that most firms simply cannot offer.

John Wysocki is the partner in charge of GWA's audit practice overseeing over 35 government and not-for-profit audits each year. John was previously a senior manager/executive in the government audit practice of a large national firm. There he ran the audits of numerous Illinois municipalities as well as community colleges, transit agencies and the second largest state university in Illinois. In addition to nearly 20 years of public accounting experience John also spent five years as the finance director for a Chicago suburb with a population of 58,000. John also holds the advanced single audit certification from the AICPA.

David Jelonek is an audit partner and has over 15 years of experience in government accounting and/or auditing. Prior to joining GWA, Dave also served as finance director of a municipality and was a senior auditor in the government practice of a large national firm. His previous experience also includes working as an internal auditor of a national beverage bottling company. Dave is a member of the ICPAS Government Report Review Committee and the Technical Accounting Review Committee of the IGFOA.

Our philosophy is to ensure that our most experienced staff are on site at all times to supervise less experienced staff and handle the more complex audit issues. Having been on the other side of the audit process, we are respectful of your time and ensure that you are dealing with staff having sufficient expertise in governmental accounting and auditing. That is why the time spent by staffing level is heavily weighted towards our more senior levels.

We have experience auditing a variety of manual and computerized accounting systems including Locis, Springbrook, New World Systems, MUNIS, BS&A, MSI, QuickBooks, and Civic

Systems just to name a few. Our audit procedures include an assessment of the internal controls surrounding our clients' data systems.

Our firm employs audit techniques and technology that rival any CPA firm. We utilize laptops and sophisticated audit software to perform paperless audits that are highly efficient and effective. We have on-line access to Government Accounting Standards Board (GASB) pronouncements and interpretations, AICPA auditing standards, OMB Circulars, and the latest research and programs. This access ensures we stay current with all upcoming GASB Pronouncements and can alert clients by including summaries of such pronouncements in the notes to the financial statements. As applicable pronouncements are effective for upcoming fiscal years, GWA will contact client financial personnel to discuss how to implement them and how to obtain any necessary information to allow for proper financial reporting under the new guidelines.

We are members of the Illinois Government Finance Officers Association and the Government Finance Officers Association. We are also members of the American Institute of Certified Public Accountants (AICPA), the Governmental Audit Quality Center of the AICPA, and the Illinois CPA Society. Finally, as further indication of our commitment to quality, we are part of the 100% CPA Membership in ICPAS program open to firms whose CPAs are all members of the Illinois CPA Society.

We continue to make significant investments in staff training and ensure that all our staff meet or exceed their continuing professional education (CPE) requirements. Training that our staff has participated in include the following courses/topics:

- Illinois CPA Society Government Conference
- Materiality, Sampling, Scoping, Tests of Controls
- Building Organizational Ethics
- GAAP Basis Governmental Report Review
- GFOA Annual Conference
- IGFOA Annual Conference
- AICPA Annual Conference for State and Local Governments
- Identifying and Correcting the Most Common Audit Inefficiencies
- Governmental Update and Major Accounting and Disclosure Issues
- 2019 Compliance Supplement and Single Audit Update
- Governmental Audit Quality Center Annual Update Webcast
- Grant Accountability and Transparency Act Seminar

In addition to outside training, we are licensed to provide in house CPE. All audit staff receive training specifically focused on governmental accounting and auditing that exceeds the 24 hour bi-annual requirement of *Government Auditing Standards*.

At GWA, we believe in the value of relationships. We view every client relationship like a partnership, and truly believe that our success is a result of your success.

We are committed to providing close, personal attention to our clients. We take pride in giving the assurance that the personal assistance you receive comes from years of advance training, technical experience, and financial acumen. Our continual investments of time and resources in professional continuing education, state-of-the-art computer technology and extensive

business relationships are indicative of our commitment to excellence. It is also our policy to keep our clients abreast of all current accounting and regulatory requirements and utilize them in the best interest of our client's business.

Finally, accessibility to our clients is of paramount importance because it allows us to deliver our service both timely and accurately. We understand the essential needs of our clients and do everything to resolve them on a timely basis. This understanding comes from having been in your shoes. It is our policy to be available to answer routine questions, attend occasional meetings and provide advice on accounting issues throughout the year at no additional charge. We believe this benefits both our clients and our firm as issues can be dealt with promptly rather than waiting until the annual audit. The audit partner is reachable by cell phone or e-mail and respond promptly to any messages.

Independence

The purpose of an audit is to enhance the credibility of financial statements by providing written reasonable assurance from an independent source. Independence is the foundation of the auditing profession. GWA is independent of the district as defined by *Generally Accepted Auditing Standards* and *Government Auditing Standards*.

Government Auditing Standards do indicate that the preparation of financial statements by the audit firm is a non-audit service that presents a significant threat to auditor independence. Therefore, we are required to put certain safeguards in place to address this threat. Therefore, we are assigning two partners to the engagement – one to be the primary engagement partner and one to perform an additional review of the report and the work done at the end of the engagement.

License to Practice

We are licensed as a Public Accountant Firm by the State of Illinois. Our Illinois license number is 066-005204. All key CPA's assigned to this engagement are also licensed and properly registered with the State of Illinois. There has been no disciplinary action taken against the firm, the firm's partners or employees by the American Institute of Certified Public Accountants, the Illinois Department of Financial and Professional Regulation or any other regulatory or rulemaking body within the last three years. In addition, there have been no federal or state desk or field reviews of our audits that we are aware of within the past three years. We have been in business in Illinois since 1998.

Peer Review

GWA participates in the Peer Review Program; a practice monitoring program approved by the American Institute of Certified Public Accountants. The program is a triannual external review of a CPA firm's operational procedures to ensure those procedures meet certain standards. Specific to our review, the firm's overall quality control system in accounting and auditing was evaluated including a review of select government engagements. Below is our latest system peer review report dated December 27, 2022 which reflects a rating of "pass" – the most favorable rating available.



Mayer Hoffman McCann P.C.
225 W. Wacker Drive, Suite 2500 ■ Chicago, IL 60606
Main: 312.602.6800 ■ Fax: 312.602.6950 ■ www.mhmcpa.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Shareholders of GW & Associates, P.C. and the
Peer Review Alliance Report Acceptance Committee

We have reviewed the system of quality control for the accounting and auditing practice of GW & Associates, P.C. (the "firm") in effect for the year ended April 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of GW & Associates, P.C. in effect for the year ended April 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. GW & Associates, P.C. has received a peer review rating of *pass*.

Mayer Hoffman McCann P.C.

December 27, 2022



Member of Kreston International — a global network of independent accounting firms

Partner and Staff Qualifications and Experience

David Jelonek, CPA Audit Partner

Background

Dave Jelonek will be a partner on this engagement. Mr. Jelonek has extensive experience in audits and consulting engagements for various government agencies. He has performed audits of a number of municipalities and provided accounting and consulting services including monthly and year ending closings and audit preparation. He is viewed as a trusted advisor by many municipal clients. He has supervised in the preparation of financial statements for both private and public sector clients. In addition, he has experience as a municipal finance director and as an internal auditor for a large corporation. Like Mr. Wysocki, Dave has also prepared Comprehensive Annual Financial Reports that have been awarded the Government Finance Officers Association's Certificate of Excellence in Financial Reporting.

Education

Bachelor of Science in Accounting from Elmhurst College

Certified Public Accountant, Illinois

Engagements

Village of Lyons

Village of Bridgeview

Village of Orland Hills

Village of Schiller Park

Village of Melrose Park

Kimberly Heights Sanitary District

Prairie State College District #515

Town of Cicero

Leyden Township

Orland Township

Proviso Township

Proviso Township Mental Health Commission

Clyde Park District

Chicago Heights School District #170

Bloom Township High School District #206

Various other municipalities and school districts

Affiliations

American Institute of Certified Public Accountants

Illinois Certified Public Accountants Society (ICPAS)

Government Finance Officers Association

Illinois Government Finance Officers Association (IGFOA)

Member of Government Report Review Committee through ICPAS

Member of Technical Accounting and Review Committee of IGFOA

John Wysocki, CPA Review Partner

Background

John Wysocki is the partner in charge of Audit Services.

He will be the review partner on this engagement. He has over 30 years of diverse experience in both the private and public sector. He has managed audit engagements ranging from 100 to 10,000 hours. In the course of running the audits of the second largest university system in Illinois, numerous municipalities, townships, community colleges, the suburban bus system, and various state agencies. John has gained tremendous experience in evaluating internal controls and accounting systems in all types and sizes of government entities. He has prepared Comprehensive Annual Financial Reports that have been awarded the Government Finance Officers Association's Certificate of Excellence in Financial Reporting. John has developed and conducted training sessions on management and leadership skills, accounting and auditing standards and internal controls. He has also published articles on mentoring and coaching. John also has extensive experience in auditing federal funds and has earned the AICPA's Advanced Single Audit Certification.

Education

Master's Degree in Business Administration from DePaul University of Chicago, IL

Bachelor's Degree in Business Administration, Magna Cum Laude, from Loyola University of Chicago, IL

Certified Public Accountant, Illinois

Experience

John has extensive experience in managing a wide variety of audit engagements including:

- Cities and Villages
- Townships
- Community colleges
- School districts
- Transit agencies
- State agencies
- State university
- Not for profit organizations

Affiliations

Government Finance Officers Association

Illinois Government Finance Officers Association

American Institute of Certified Public Accountants Illinois

Certified Public Accountants Society Governmental Audit Quality Center



Joseph Troyer, CPA, Sr. Manager

Background

Joseph has over eighteen years of experience in audits for various government agencies and not-for-profit organizations. During his time as an auditor & governmental consultant, he has been a contracted CFO, provided advisory service and managed numerous audit clients. He has been responsible for maintaining compliance with auditing and reporting standards, as well as the firm's internal quality control. He has assisted with the audit field work and financial statement preparation for a number of municipalities. Governmental and not-for-profit clients have come to rely on his experience for guidance in future business transactions.

Education

Master of Science in AG Economics, Purdue University, Indiana

Master of Science in Accountancy, Roosevelt University, Illinois

Certified Public Accountant, Illinois

Engagements

Village of Island Lake

Lake-In-The-Hills Sanitation District

Village of Port Barrington

Antioch Township

St. Charles Township

Libertyville Township

Richmond Village

Village of Bull Valley

Greenwood Township

Richmond Township

Grafton Township

Union Fire Protection District

Plato Township

Grant Township

Algonquin Township

Evergreen Park Public Library

Hebron-Alden-Greenwood Fire Protection District

Marengo City

Rosemont Park District

Senior Care Volunteer Network

McHenry County Convention and Visitors Bureau

Elderwerks Educational Services

Common Arc

Davis Thompson Foundation

Affiliates

IL CPA Society

Raul Alanis, Staff Accountant

Background

Raul will be supporting staff on this engagement. He has been with GWA since May of 2023. He was hired as a staff accountant and has contributed valuable support to a variety of audit engagements. His contribution includes participating in audit planning, execution of audit programs for all audit areas, and assistance with audit finalization.

Education

Bachelor of Science in Business, Accounting from North Park University, Chicago, IL

Engagements

Grafton Township
Moraine Township
Nunda Township
Green Hills Public Library
Environmental Defenders of McHenry County
Genoa Township
Crystal Lake Soccer Federation
Lake in the Hills Sanitary District
Rosemont Park District
Greenwood Township
City of Marengo
Village of Oakwood Hills
Village of McCullom Lake
Village of Island Lake
Youth and Family Center of McHenry County

Affiliations

Illinois Certified Public Accountants Society

Internal Quality Review System

GWA is a member of the AICPA's Government Audit Quality Center which is a voluntary organization that has created a community of firms dedicated to government audit quality and serves as a comprehensive resource for member firms. GWA has a quality control policies and procedures manual that follows the guidelines of the Statement on Quality Control Standards No. 8, *A Firm's System of Quality Control (Redrafted)* (AICPA, *Professional Standards*, QC Sec. 10A) issued by the Auditing Standards Board of the AICPA. The policy includes the following elements:

- Leadership responsibilities for quality within the firm (the "tone at the top")
- Relevant ethical requirements
- Acceptance and continuance of client relationships and specific engagements
- Human resources
- Engagement performance
- Monitoring

Finally, every work paper in our audit file is thoroughly reviewed and signed off on by either the audit partner or manager.

Specific Audit Approach

Audit Scope

The objective of our audits is the expression of opinions as to whether the District's basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The audits will be conducted in accordance with auditing standards generally accepted in the United States of America as set forth by the American Institute of Certified Public Accountants. In addition, the District's audit will also be conducted in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (if required by GATA or if a Single Audit is necessary).

We will also express an "in-relation-to" opinion on the fair representation of the District's combining and individual fund financial statements and schedules, the Schedule of Expenditures of Federal Awards (if necessary) and the Consolidated Year End Financial Report (if required by GATA) based on the auditing procedures applied during the audit of the basic financial statements and certain additional procedures.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statement. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

If a Single Audit is required, we will conduct our audit of compliance in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and audit Requirements for Federal Awards* (Uniform Guidance).

Proposal of Services

We are proposing to provide the following services to the District's basic financial statements for the fiscal year ending April 30, 2024 through 2026.

- Audit Report of the basic financial statements of the District for the fiscal year ending April 30, 2024-2026
- Report on Compliance for Each Major Program and on Internal Control Over Compliance and on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance (if necessary)
- The Annual Financial Report to be filed with the Illinois State Comptroller (one electronic copy), and any supplemental required reports.
- In relation to opinion on the Consolidated Year End Financial Report (if required by GATA)
- Management letter containing internal control recommendations (if necessary)
- Report to the District's Board in accordance with the Statement on Auditing Standards (SAS) No. 114, Communication with Those Charged with Governance
- Meetings with the District's management and Board

Audit Plan

Understanding the Client

Our audit process begins with gaining a thorough understanding of the operations. This understanding will enable us to assess risk so that we can focus on the areas of higher risk in performing our audits. Some of the procedures performed to accomplish this may include the following:

1. Review prior auditor work papers and audit reports
2. Review the District's website, newsletters or other published materials
3. Have preliminary discussions with the District's management
4. Read minutes of meetings of the District's Board
5. Review the District's budget document
6. Perform fraud interviews as required by Statement on Auditing Standards (SAS) No. 99 to assess the risk of material misstatement of the financial statements due to fraud
7. Meet with Finance Department personnel to discuss the audit schedule

Estimated time frame: May 15, 2024

Understanding Internal Controls

Professional standards require that we obtain an understanding of internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. We will accomplish this by doing the following:

1. Reviewing any policy and procedure manuals that may be available
2. Discussing with management a series of internal control questionnaires that cover the control environment and the significant processes of the District.
3. Performing “walkthroughs” of key processes. This may include:
 - a. observing employees in their performance of their normal procedures and
 - b. examining documentation for a few transactions

Assessing Risk

The key to an effective and efficient audit is the assessment of risk. The preliminary work done to this point is for the purpose of allowing us to identify those areas in which a higher risk of material misstatement of the financial statements (or noncompliance with federal program requirements if there is a single audit) could occur. We then tailor our standard audit procedures to meet the specific risks identified for the district. The risk assessment process includes the following:

1. A preliminary determination of materiality which is the evaluation of whether an omission or misstatement of accounting information would change the judgment of a user relying on the information.
2. A brainstorming meeting with all members of the audit team to discuss the susceptibility of the District’s financial statements to material misstatements or noncompliance due to fraud or error
3. Identifying and evaluating each significant audit area (such as cash, payroll, governmental revenues/receivables, etc.) to determine whether there is a risk of material misstatement with regard to the following assertions:
 - a. Existence or occurrence
 - b. Completeness
 - c. Rights or obligations
 - d. Accuracy or classification
 - e. Valuation or allocation
 - f. Cutoff
4. In performing the above evaluation, we will consider two components of the risk of material misstatement:
 - a. Inherent risk – the risk that a material misstatement or noncompliance in the accounting and reporting process may occur assuming there are no related controls
 - b. Control risk – the risk that internal control systems designed to prevent or detect a material misstatement or noncompliance may fail.

If we believe based on our risk assessment that we can rely on certain internal controls to reduce the risk of a material misstatement (i.e. control risk is assessed at less than high for an assertion) or if the audit is performed in accordance with *Governmental Auditing Standards*, we are required to test the effectiveness of internal controls. Based on this testing we may be able to rely on certain internal controls to reduce the risk of a material misstatement and thereby alter the nature, timing or extent of our substantive testing. Controls are typically tested by sampling transactions. Sample sizes will depend on the size of the population, expected number of deviations and the planned control risk. Based on the results of control testing, risk may need to be reassessed if the controls are found not to be operating effectively.

With regard to federal awards, if a single audit is required, we will determine which federal programs are considered type A and which are considered Type B programs and will perform a risk assessment to determine which programs will be audited as major. The Uniform Guidance (2 CFR section 200.514(c)(3)) requires us to plan tests of internal controls over compliance for major programs to support a low assessed level of control risk for the assertions relevant to the compliance requirements for each major program. Therefore, sample sizes for testing of controls over compliance for major programs will be based on the size of the population, inherent risk of noncompliance and a low assessed level of control risk.

As soon as a preliminary trial balance is ready, the partner or manager will perform a preliminary analytical review by comparing significant amounts to the prior year trial balance or report for the purpose of identifying any unusual amounts or relationships. More detailed analytical review procedures will be performed later in the process. However, the preliminary analytical review helps us identify higher risk areas that may require added attention.

Once our risk assessment is complete, we then tailor audit program steps to address the identified risks. For example, if there is a high risk that all capital assets may not have been recorded (i.e. the completeness assertion) we may add additional steps to the audit program to identify such unrecorded assets.

Performing Audit Procedures

We now carry out the steps of the audit program that was developed. This would include substantive tests of account balances. Specific procedures may include:

1. Confirmation of balances with third parties
2. Review of selected journal entries
3. Analytical procedures such as comparison of actual with expected amounts, calculations of ratios, or comparison of related accounts to each other
4. Recalculation of certain amounts
5. Review of documentation supporting certain transactions
6. Various other tests developed in response to the client's assessed risk
7. Tests of compliance with federal requirements and tests of controls over compliance (where dual-purpose tests are performed), if a Single Audit is required.

Accumulating Results and Reporting

After completion of fieldwork, we will discuss with management any proposed audit adjustments that were identified in the course of our testing. Uncorrected misstatements, if any, that do not materially affect the financial statements will be communicated to those charged with governance as required by professional standards.

We will also evaluate and discuss with management identified control deficiencies and determine whether these deficiencies, individually or in combination, are significant deficiencies or material weaknesses which would be reported in writing to those charged with governance.

Draft reports as listed in the Proposal of Services section above are estimated to be prepared by July 10, 2024, and reviewed with management prior to issuance. Before the reports are finalized, the following completion procedures will take place:

1. Final review of all work papers. While work paper review is an ongoing process throughout the engagement, the partner will ensure that all work papers have been reviewed, all audit program steps have been completed and all review notes have been cleared prior to signing the reports.
2. Final review of the report by the engagement partner including a final analytical review comparing the financial statements to the prior year's statements for any unusual or unexpected variances.
3. Subsequent events review which includes reading board minutes, scanning general ledger activity and updating attorney responses (if necessary) through the date of the report.
4. Completion of a disclosure checklist.
5. Obtaining of a management representation letter.
6. Review of the financial statements by the engagement quality control review partner.

The final reports are then estimated to be prepared no later than July 25, 2024, and presented to the Board at a board meeting as determined by the District. The engagement partner will be available for meetings with the District's Board and management for formal presentations.

Projected amount of time (percentage) to be put in on the audit by category:

<u>Title</u>	<u>Percentage</u>
Partner/Manager	25%
In-charge Accountants (Seniors)	45%
Staff Accountants (Junior)	30%

Identification of Potential Audit Problems

We do not anticipate any problems in the performance of the audit. However, any problems encountered during the audit, except for irregularities and illegal acts, will be discussed with management to resolve any issues without delay. Irregularities and illegal acts detected, or of which we become aware, will be communicated in writing to the Board of Trustees. If any problems will result in a significant amount of additional audit time, we will discuss additional fees with District's management and/or the District Board prior to incurring any additional costs. We work to ensure that there are no surprises during all phases of the audit.

Current Workload and Maintaining Staff Quality

GWA is committed to providing exceptional quality, timely service to our clients. For many firms the top priority is getting new business and figuring out how to accomplish the work after the fact. Our approach is different. We recognize that our reputation is at stake with every engagement we perform. As a result, prior to responding to requests for proposals we assess our capability to take on additional clients. Before we submit a proposal, we ensure that we are able to meet the prospective client's expectations without jeopardizing our existing engagements. This approach, combined with the fact that all of our audit staff have both experience and training in governmental accounting and auditing, allows us to maintain the quality of staff over the term of the agreement.

References

The following is contact information for several similar clients:

<p>Lake-In-The-Hills Sanitary District Contact: Tamara Mueller, District Manager (847) 658-5122; kthompson@lithsd.com 515 Plum Street Lake in the Hills, IL 60156 Financial Audit Manager: Joe Troyer Date: 04/30/16 - present</p>
<p>City of Marengo Contact: Megan Lopez, Finance/HR Director (815) 568-7112; mlopez@cityofmarengo.com 132 East Prairie Street Marengo, IL 60152 Financial Audit Manager: Joe Troyer Date: 04/30/16 - present</p>
<p>Nunda Township Contact :Leda Bobera-Drain, Supervisor (815) 459-4011 3510 Bay Road Crystal Lake, IL 60012 Financial Audit Manager: Joe Troyer Date: 04/30/2016 - present</p>
<p>Village of Island Lake Contact: Dennis Murray, Treasurer (847) 526-8764 ext.7881; dennis.murray@voislk.com 3720 Greenleaf Avenue Island Lake, IL 60042 Financial Audit Manager: Joe Troyer Date: 04/30/2016 - present</p>
<p>Village of Port Barrington Contact: Donna Erfort, FOIA Officer (847) 639-7595; villagehall@portbarrington.net 69 S. Circle Avenue Port Barrington, IL 60010 Financial Audit Manager: Joe Troyer Date: 04/30/2005 – present</p>

All final annual financial reports are available for review on the State of Illinois
Comptroller website - www.warehouse.illinoiscomptroller.com

FEE SCHEDULE

<u>Total Fees</u>			
	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
Financial Audit and ACFR Preparation	\$9,000	\$9,350	\$9,750
GAS Audit*	\$2,000	\$2,000	\$2,000
Single Audit**	\$1,500	\$1,500	\$1,500

*GAS Audit – Needed when State and/or Federal funds are expended in excess of \$500,000

**Single Audit – Needed when Federal funds are expended in excess of \$750,000

<u>Hourly Rates</u>			
Personnel	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
Partner	\$150	\$155	\$159
Manager	\$125	\$129	\$133
Senior	\$100	\$103	\$106
Staff	\$90	\$93	\$96
Clerical	\$75	\$77	\$80

The above audit fees represents the annual maximum “not to exceed” fee for a series of one year engagements for a total of five years. These fees should include all expenses. Proposed auditing fees shall include the implementation of all current and foreseeable Governmental Accounting Standards Board (GASB) pronouncements and Statement on Auditing Standards (SASs).

The GAS Audit and Single Audit Fees are the additional fees the firm would charge if a GAS Audit and/or a Single Audit is deemed necessary in any of the proposed years.



March 21, 2024

To the Director and the Board of Trustees of
Northern Moraine Wastewater Reclamation District
Island Lake, IL 60042

We are pleased to confirm our understanding of the services we are to provide the Northern Moraine Wastewater Reclamation District for the year ended April 30, 2024. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Northern Moraine Wastewater Reclamation District as of and for the year ended April 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Northern Moraine Wastewater Reclamation District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Northern Moraine Wastewater Reclamation District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedules
- 3) Schedules of pension liabilities and contributions, when applicable

We have also been engaged to report on supplementary information other than RSI that accompanies the Northern Moraine Wastewater Reclamation District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles

and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Northern Moraine Wastewater Reclamation District's financial statements. Our report will be addressed to the board of the Northern Moraine Wastewater Reclamation District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Northern Moraine Wastewater Reclamation District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the Northern Moraine Wastewater Reclamation District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such

changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of GW & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Illinois or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of GW & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State of Illinois or its designee. The State of Illinois or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit and to issue our reports according to your schedule. John Wysocki is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$9,000 (\$11,000 if Governmental Auditing Standards audit is required and \$12,500 if a Single Audit is required). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Northern Moraine Wastewater Reclamation District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

GW & Associates, P.C.

GW & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Northern Moraine Wastewater Reclamation District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



NORTHERN MORaine W R D

AGENDA ITEM # 10B

<u>Meeting Date:</u>	April 11, 2024
<u>Item:</u>	Approve Engineering Services Agreement with Trotter & Associates for the Digital Data Capture /
<u>Staff Recommendation:</u>	Motion to Approve Engineering Services Agreement with Trotter and Associates, Inc. in the amount of \$18,830 for the Digital Data Capture of the District's Historical Easement Documents and incorporation into our GIS system.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The District has close to 200 easement documents that have been stored in paper form in file cabinets at the District offices. Many of these documents include long legal descriptions that are hard to decipher. All of the easements have not been digitized completely. It is time to get all the easements digitized and incorporated into our GIS system. This would help us by being able to visually see all our easements on our GIS system and have the underlying documents available at our fingertips. This would also help us identify gaps in any easements we may have. This proposal is for Trotter to do exactly this work.

If this goes well, we anticipate we can do the same with all of our annexations to ensure that the County GIS systems are accurate and complete.

Recommendation:

It is staff recommendation to Approve Engineering Services Agreement with Trotter and Associates, Inc. in the amount of \$18,830 for the Digital Data Capture of the District's Historical Easement Documents and incorporation into our GIS system.

Votes Required to Pass:

Simple Majority via a Roll Call Vote



RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORAIN
WASTEWATER RECLAMATION DISTRICT that the Board of Trustees Approve Engineering
Services Agreement with Trotter and Associates, Inc. in the amount of \$18,830 for the Digital
Data Capture of the District's Historical Easement Documents and incorporation into our GIS
system and Authorize the District Manager to execute the Agreement.

DATED this 11th day of April, 2024

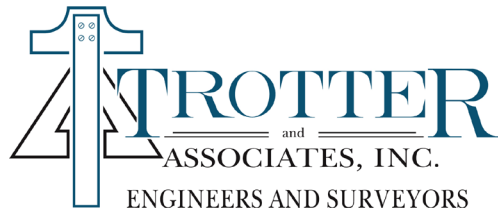
NORTHERN MORAIN WASTEWATER
RECLAMATION DISTRICT, an
Illinois Municipal Corporation,

By: _____
PRESIDENT

SEAL

ATTEST

DISTRICT CLERK



March 26, 2024

Northern Moraine Wastewater Reclamation District
113 Timber Trail
P.O. Box 240
Island Lake, IL 60042

Attn: Mohammed Haque, PE, District Manager

Re: GIS System Development - Digital Data Capture
Professional Services Agreement

Dear Mr. Haque:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the Engineering Services Agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. Otherwise, please sign and return one copy of the agreement.

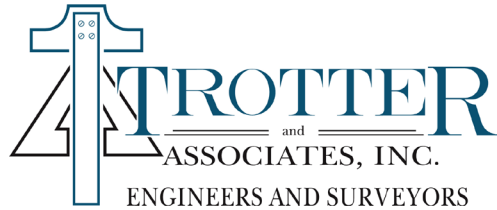
Sincerely,

TROTTER & ASSOCIATES, INC.

Jillian Kiss, PE
Project Manager



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March 26, 2024

Northern Moraine Wastewater Reclamation District
113 Timber Trail
P.O. Box 240
Island Lake, IL 60042

Attn: Mohammed Haque, PE, District Manager

Re: GIS System Development - Digital Data Capture
Professional Services Agreement

Dear Mr. Haque:

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Northern Moraine Wastewater Reclamation District (CLIENT) for the GIS System Development – Digital Data Capture Project (hereinafter referred to as the “PROJECT”).

PROJECT DESCRIPTION

The Northern Moraine Wastewater Reclamation District has three banker boxes containing paper copies of easement data within Lake and McHenry Counties. Scanning and creating PDFs of the easement data will allow District Staff to better access the information they need daily while preserving the integrity of the original paper files.

PROJECT UNDERSTANDING

Trotter and Associates, Inc. will capture and link the provided easement information into the District’s Esri GIS base map developed in previous projects. During the scanning process of the easement files, Trotter and Associates will give each digitally scanned file a location-based name. Once the scanning process has been completed, a geocoder will be used to adjust the addresses from both the existing parcel and the digital files (newly created and existing digital files), allowing the digital PDFs to be attached to the GIS. This will allow District staff to utilize the GIS to review the scanned information wherever GIS maps are accessible.

PROJECT SCOPE

Our services will consist of customary civil engineering and GIS services and related engineering services incidental thereto, described as follows:

- A. Digital capture of paper files provided by the District
 - 1) Scan files at the TAI St. Charles office
 - 2) Assign a location-based name to each digital file
 - 3) Return all paper files to the District



- B. Create digital folders for each existing folder of easements and documents
 - 1) Create and name digital folders
 - 2) Add scanned data to each folder
 - 3) Upload to Box account and create a link for GIS
 - 4) Create a spreadsheet of GIS links
- C. Attach digital files to Esri GIS mapping base
 - 1) Review and update GIS database to ensure clean attachment of digital files
 - 2) Program script to associate digital data with GIS mapping base
 - 3) Attach scanned existing digital documents to the GIS mapping base
- D. Find and manually adjust outliers
 - 1) Review digital files and locate files that did not connect to the GIS mapping base
 - 2) Manually adjust files to ensure connection to the GIS mapping base
 - 3) Review connections for consistency
 - 4) Repeat the process to ensure that all digital documents have been attached to GIS
 - 5) Change the pathway of the embedded digital documents to be usable at the District location
- E. Update existing GIS project base
 - 1) Update the existing GIS project base with the newly scanned and linked data
 - 2) Create app in ArcGIS Online to easily access and print data



COMPENSATION

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges, if any. ENGINEER’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached as Exhibit B.

GIS Development – Digital Data Capture	\$18,330
<u>Reimbursables</u>	<u>\$500</u>
TOTAL	\$18,830

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER’s services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER’s Consultant’s charges. The amounts billed for ENGINEER’s services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT’S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors’] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT’S convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.





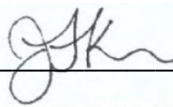
CONTENTS OF AGREEMENT

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties. For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Northern Moraine Wastewater Reclamation
District:

Trotter and Associates, Inc.:



By: Mohammed Haque, P.E.

By: Jillian Kiss, P.E.

Title: District Manager

Title: Project Manager

Effective Date: _____

Date Signed: March 26, 2024

Address for giving notices:

Address for giving notices:

113 Timber Trail, P.O. Box 240
Island Lake, Illinois, 60042

40W201 Wasco Road, Suite D
St. Charles, Illinois 60175

Designated Representative: Mohammed Haque

Designated Representative: Jillian Kiss, PE

Title: District Manager

Title: Project Manager

Phone Number: 847.526.3300 Ext. 101

Phone Number: 630.587.0470

E-Mail Address: haque@nmwrd.org

E-Mail Address: j.kiss@trotter-inc.com

ATTACHMENTS:

- EXHIBIT A – STANDARD TERMS AND CONDITIONS
- EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES
- EXHIBIT C – CONTRACT ADDENDUM
- EXHIBIT D – MANHOUR ESTIMATE

CLIENT Initial _____

TAI Initial _____

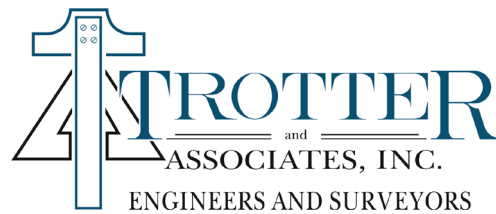


EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's

- services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.
- 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property

interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000

- 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
- 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
- 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
- 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000

- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by

CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will

release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the

Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity

from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2024 Schedule of Hourly Rates

Classification	Billing Rate
Engineering Intern	\$72.00
Engineer Level I	\$130.00
Engineer Level II	\$143.00
Engineer Level III	\$152.00
Engineer Level IV	\$169.00
Engineer Level V	\$191.00
Engineer Level VI	\$218.00
Engineer VII	\$229.00
Engineer VIII	\$264.00
Principal Engineer	\$271.00
Architect Intern	\$72.00
Architect Level I	\$114.00
Architect Level II	\$138.00
Architect Level III	\$160.00
Architect Level IV	\$172.00
Architect Level V	\$193.00
Architect Level VI	\$210.00
Architect VII	\$227.00
Architect VIII	\$245.00
Principal Architect	\$263.00
Technician Level I	\$108.00
Technician Level II	\$131.00
Technician Level III	\$153.00
Technician Level IV	\$167.00
Senior Technician	\$185.00
GIS Specialist I	\$108.00
GIS Specialist II	\$143.00
GIS Specialist III	\$171.00
Clerical Level I	\$72.00
Clerical Level II	\$86.00
Clerical Level III	\$104.00
Survey Technician Level I	\$72.00
Survey Technician Level II	\$89.00
Survey Crew Chief	\$184.00
Professional Land Surveyor	\$221.00
Project Coordinator I	\$131.00
Project Coordinator II	\$142.00
Project Coordinator III	\$152.00
Department Director	\$218.00
Project Manager	\$218.00
Senior Project Manager	\$230.00
Sub Consultants	Cost Plus 5%

***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

2024 Reimbursable Expenses

Item	Unit	Unit Price
Engineering Copies – B&W 20lb Bond	Sq. Ft.	\$0.48
Engineering Copies - Color 24lb Bond	Sq. Ft.	\$1.00
Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Comb Binding > 120 Sheets	Each	\$4.75
Comb Binding < 120 Sheets	Each	\$3.50
Binding Strips (Engineering Plans)	Each	\$1.00
5 Mil Laminating	Each	\$1.25
Copy 11" x 17" - Color	Each	\$0.50
Copy 11" x 17" - Black and White	Each	\$0.25
Copy 8.5" x 11" - Color	Each	\$0.25
Copy 8.5" x 11" - Black and White	Each	\$0.12
Recorded Documents	Each	\$25.00
Engineering Scanning	Each	\$2.00
Plat Research	Time and Material	
Per Diem	Each Day	\$30.00
Field / Survey Truck	Each Day	\$45.00
Postage and Freight	Cost	
Mileage	Per Mile	Federal Rate

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT C
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

[]

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
MANHOOR ESTIMATE**

	Engineer V	Engineer I	GIS Specialist III	
	\$ 191.00	\$ 130.00	\$ 171.00	
Tasks				
Digital capture of easement information	4	40	4	
Create digital folders for GIS attachment		8	4	
Attach digital plats to existing GIS shapes in mapping base			18	
Find and manually adjust outliers			32	
Update existing GIS project base and create app	2		6	
				Total
	6	48	64	118
	\$ 1,146.00	\$ 6,240.00	\$ 10,944.00	\$ 18,330.00

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NORTHERN MORaine W R D

AGENDA ITEM # 10C

<u>Meeting Date:</u>	April 11, 2024
<u>Item:</u>	Adoption of a Resolution Designating Surplus Equipment and Authorizing Disposal through Auction
<u>Staff Recommendation:</u>	Motion to adopt a Resolution designating the items listed on Exhibit A as Surplus Equipment to be sold through an on-line auction administered by Obenauf Auction Services, Inc.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

Attached is an equipment list, Exhibit A, identifying District equipment and miscellaneous items as surplus in order for it to be sold through an on-line auction process. This auction service is provided throughout the year and administered by Obenauf Auction Service, Inc. Items listed in Exhibit "A" are non-utilized pieces of electronics and equipment that have surpassed their useful lives. Most items are likely to have little to no value. Per our Ordinance, items that staff are interested in can be purchased directly by staff for the appraised values. Those items are listed with values for this purpose. This process provides us with a good way to dispose of items and/or extract the maximum value for items for the District's benefit.

It is staff's recommendation to participate in the auction for the following reasons:

- 1) Participation in the auction would minimize the costs and time required to sell the equipment through the bidding process. These costs include advertising, publishing legal notification and staff time required to show equipment. The associated cost to the District by utilizing Obenauf Auction Service, Inc. is a commission of up to 3-4% for all items sold.
- 2) It would allow the District to clear space that is currently being occupied by the surplus equipment no longer being utilized.

The District currently has some offers for the old generators. We would set the offer amount as the minimum price for the auction and if we don't meet it, we would sell it to the Industrial Engine Co. that has made the current offers.

Recommendation

It is staff's recommendation to designate the items on Exhibit A as Surplus and for the Equipment to be auctioned through an on-line auction, administered by Obenauf Auction Service, Inc., with up to a 4% sales commission for all items sold.

Votes Required to Pass

Simple Majority via a Roll Call Vote



RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORAIN
WASTEWATER RECLAMATION DISTRICT that items listed on Exhibit "A" are surplus and are
to be disposed of through an on-line auction administered by Obenauf Auction Services, Inc.
or via sale to District Staff for appraised or other reasonably estimate of the Surplus
Property's value from a third party source.

DATED this 11th day of April , 2024

NORTHERN MORAIN WASTEWATER
RECLAMATION DISTRICT, an
Illinois Municipal Corporation,

By: _____
PRESIDENT

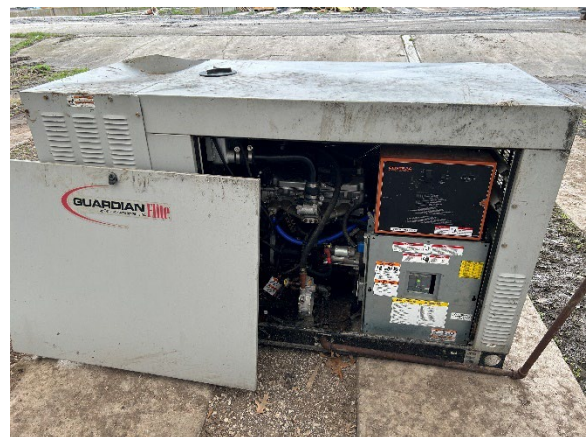
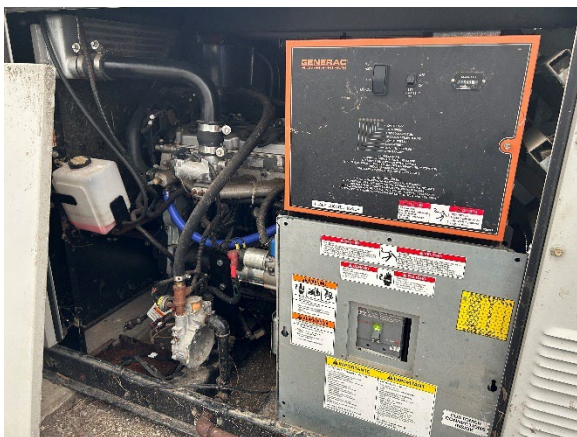
SEAL

ATTEST

DISTRICT CLERK

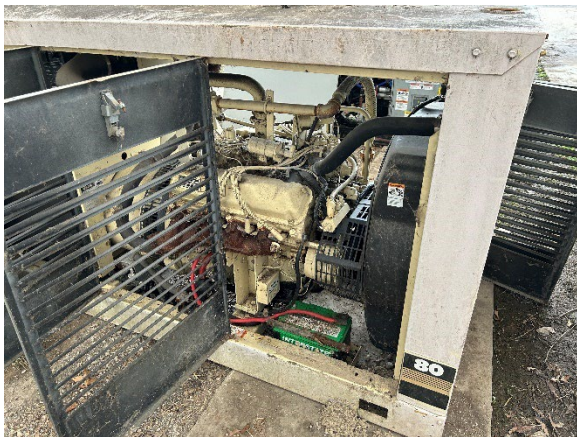
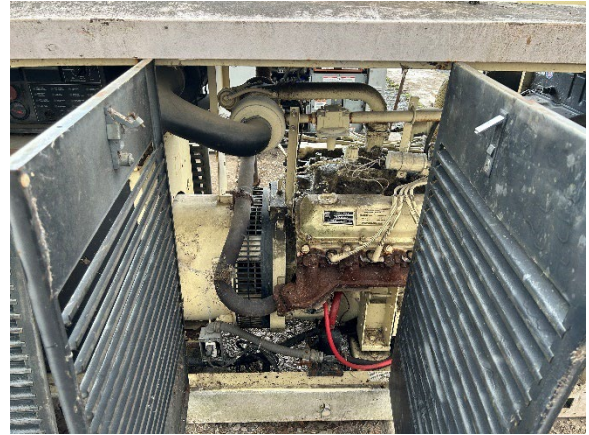
Exhibit A – Old District Equipment to be Designated as Surplus (April 2024)

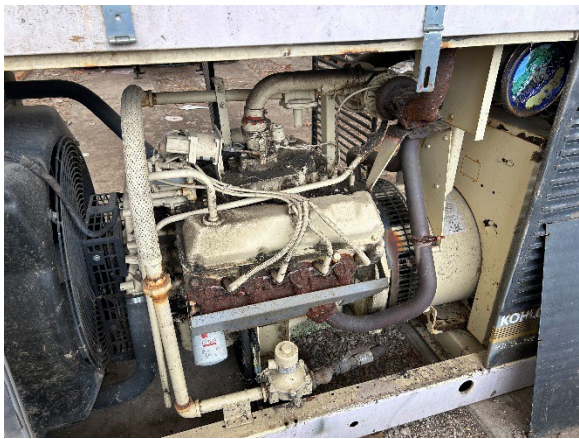
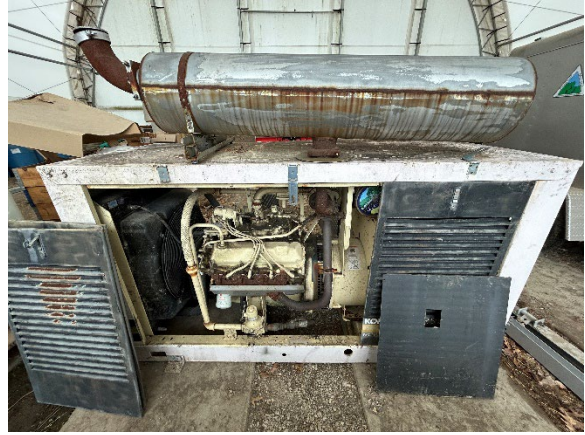
1. Generator – Guardian Elite by Generac Power Systems Inc. – 2.4L Engine, Standby Power Rating 36 kW 60 Hz, Serial # 5255644, Item # QTO3624JNAN – Engine: Mitsubishi 4 cyl., Serial # 0809181424B





2. Generator – Kohler Power System — Ford Engine, Serial # 27258, Model # LSG-8751-6005-A – Inactive for 6+ years – No associated records or O&Ms will be provided

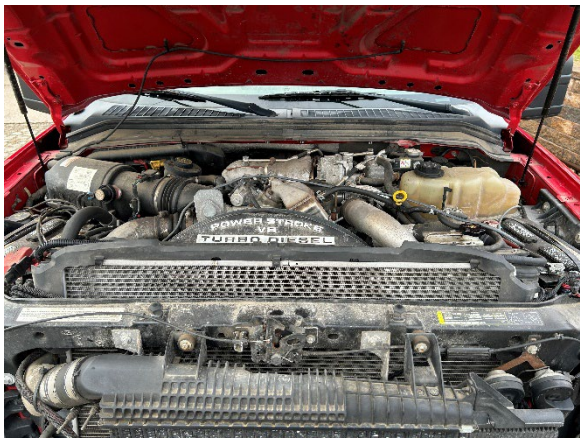




3. 2009 Ford F-450 Chassis Mini-Dump - 45,984 miles - VIN: 1FDAAF47RX9EA35557 – Significant rust/corrosion throughout dump bed shown in pictures, fully functioning hydraulic mechanism, some suspension issues when bed is empty









NORTHERN MORAINÉ WATER RECLAMATION DISTRICT

RESOLUTION NO. 24-02

**RESOLUTION SETTING FORTH THE
COMPENSATION FOR THE DISTRICT BOARD OF TRUSTEES**

WHEREAS, the Northern Moraine Wastewater Reclamation District (the “*District*”) is a sanitary district operating pursuant to the authority set forth in the Illinois Sanitary District Act of 1917, 70 ILCS 2405 (the “*Act*”); and

WHEREAS, Section 4 of the Act, 70 ILCS 2405/4, provides that the District Board of Trustees (“*Board of Trustees*”) may prescribe the duties and fix the compensation of all the District’s officers and employees, with no trustee on the Board of Trustees (“*Trustee*”) receiving more than \$6,000.00 per year; and

WHEREAS, currently the District compensates the President and Members of the Board of Trustees as set forth in the following table:

Position	Monthly Compensation
President	\$500.00
Trustee	\$200.00

but the compensation for Trustees (other than President) is scheduled to increase to \$350.00 per month on 1 May 2024 pursuant to (and subject to the limitations in) District Resolution No. 23-04; and

WHEREAS, having considered the time required to serve the District and increases in the cost of living, the Board of Trustees of the District has determined that it is in the best interests of the District and its residents to adjust further the compensation of Trustees of the District, as hereinafter set forth; and

WHEREAS, notwithstanding the adoption of this Resolution, the District Board intends to maintain intact the changes in compensation set forth in Resolution No. 23-04; and

WHEREAS, consistent with Article VII, Section 9(b) of the Illinois Constitution and other applicable law, the adjustments in compensation hereinafter set forth shall not take effect during any current term of any member of the Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Northern Moraine Wastewater Reclamation District, Lake and McHenry Counties, Illinois, as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated into and made a part of this Resolution by this reference.

SECTION TWO: District Board's Compensation.

(a) From and after 1 May 2023, the member of the Board of Trustees serving as President shall be paid \$500.00 per month.

(b) Subject to and in accordance with Section 2(c) of this Resolution:

- i. Trustees on the Board of Trustees shall be paid \$200.00 per month to and through 30 April 2024;
- ii. For Trustees whose current term of office commenced prior to 1 May 2023, effective 1 May 2024 and for the balance of their current terms, those Trustees shall continue to be paid \$200.00 per month;
- iii. For Trustees whose current term of office commenced on or after 1 May 2023 but before the adoption of this Resolution, effective 1 May 2024, those Trustees shall be paid \$350.00 per month for the balance of their terms; and

iii. For Trustees whose current term of office commences on or after 1 May 2024, those Trustees shall be paid \$500.00 per month for the balance of their terms.

(c) No adjustment in compensation for any member of the Board of Trustees (except as previously approved by Resolution No. 23-04 shall take effect until after the expiration of the current term of such member of the Board of Trustees, in accordance with the requirements of Article VII, Section 9(b) of the Illinois Constitution and other applicable law.

SECTION THREE: Effective Date. This Resolution shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this 11th day of April, 2024.

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this 11th day of April, 2024.

District President

ATTEST:

District Clerk

Agency Name	Monthly Trustee compensation (in whole \$) Do not include Local Board of Improvement or other compensations.
American Bottoms	
Bloomington and Normal WRD	
Danville SD	\$500.00
Downers Grove SD	\$500.00
DuPage County Public Works	-
Fox Metro WRD	\$1,000.00
Glenbard Wastewater Authority	
Greater Peoria SD	\$400.00
Kishwaukee WRD	\$500.00
Metropolitan WRD of Greater Chicago	\$5,833.00
North Shore WRD	\$1,250.00
Northern Moraine WRD	\$200.00
Four Rivers Sanitation Authority	\$500.00
Salt Creek SD	\$500.00
Sangamon County WRD	\$500.00
SD of Decatur	\$500.00
Thorn Creek Basin SD	\$500.00
Urbana & Champaign SD	\$500.00
Village of Addison	
Village of Deerfield	
Wheaton SD	\$500.00



NORTHERN MORAINE W R D

AGENDA ITEM # 10E

<u>Meeting Date:</u>	April 11, 2024
<u>Item:</u>	Holiday Hills / Le Villa Vaupell - Phase 2 Sewer Extension Bid Approval
<u>Staff Recommendation:</u>	Motion to Accept the Bid for Phase 2 of the Holiday Hills / Le Villa Vaupell Sewer Extension by Trine Construction in the amount of \$4,060,303.28 and to Authorize Trotter and Associates to issue the Notice of Award and Authorize the District Manager to Execute the required contracts and grant agreements.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The District opened bids for Phase 2 of the Holiday Hills project on Friday, April 5th. We received four (4) bids and are happy with the bids and results. Attached is the summary of the bids and the recommendation from Trotter and Associates. This remains a very difficult project in very difficult water conditions. Trine has done a good job, overall, with Phase 1 and we look forward to working with them on Phase 2. Based on the pricing received, we are hopeful that Phase 2 will be completed within the grants we are getting for Phase 2. The McHenry County grants are ready to go and the USEPA grant through Representative Lauren Underwood is in the final stages of having the grant agreement completed. We are comfortable with proceeding at this point.

Recommendation:

It is staff recommendation to Accept the Bid for Phase 2 of the Holiday Hills / Le Villa Vaupell Sewer Extension by Trine Construction in the amount of \$4,060,303.28 and to Authorize Trotter and Associates to issue the Notice of Award and Authorize the District Manager to Execute the required contracts and grant agreements.

Votes Required to Pass:

Simple Majority via a Roll Call Vote



RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORAIN
WASTEWATER RECLAMATION DISTRICT that the Board of Trustees Accept the Bid for Phase 2
of the Holiday Hills / Le Villa Vaupell Sewer Extension by Trine Construction in the amount of \
\$4,060,303.28 and to Authorize Trotter and Associates to issue the Notice of Award and
Authorize the District Manager to Execute the required contracts and grant agreements.

DATED this 11th day of April, 2024

NORTHERN MORAIN WASTEWATER
RECLAMATION DISTRICT, an
Illinois Municipal Corporation,

By: _____
PRESIDENT

SEAL

ATTEST

DISTRICT CLERK



April 8, 2024

Mr. Mohammed Haque
District Manager
Northern Moraine Wastewater Reclamation District
113 Timber Trail
Island Lake, IL 60042

Re: **Recommendation to Award
Holiday Hills/ Le Villa Vaupell Sewer Extension – Phase 2**

Dear Mr. Haque,

The District advertised the Holiday Hills/ Le Villa Vaupell Sewer Extension – Phase 2 project in accordance with local, state, and federal guidelines on March 5th, 2024. The District received bids until 10:00 a.m. on Friday, April 5th, 2024. Four bids were received for the project and were immediately opened and read aloud in the District Board Room at 113 Timber Trail, Island Lake, IL. The following is a tabulation of the bids received:

<u>Company</u>	<u>Total Bid Amount</u>	<u>Percent Above Low Bid</u>
<i>Engineer's Opinion of Probable Cost</i>	\$ 4,412,157.50	-
Trine Construction, Corp.	\$ 4,060,303.28	-
Lenny Hoffman Excavating, Inc.	\$ 4,484,237.25	10.4%
Bolder Contractors, Inc.	\$ 5,364,747.00	32.1%
Berger Contractors, Inc.	\$ 5,371,337.50	32.3%

Trine Construction, Corp. of St. Charles, Illinois is the apparent low bidder with a total bid amount of \$4,060,303.28. This bid is 8.7% less than the latest engineer's estimate of \$4,412,157.50.

We have reviewed the bidding documents, required certifications and disadvantaged business enterprise (DBE) requirements of the Grant Programs funding this project and confirmed that Trine Construction, Corp. has provided a complete bid package and has met all bidding requirements.

Trine Construction is a well-established general contractor in the water and wastewater industry. Trine Construction completed Phase 1 of the Holiday Hills/ Le Villa Vaupell Sewer Extension. In addition, Trotter and Associates has previously worked with them on other projects including the Village of Fox Lake Water/Sewer Interconnect Phase 2 in 2021 and the Village of Algonquin Downtown Streetscape Wet Utilities Stage 3 in 2020. TAI has found them to be a quality contractor with whom we are confident will provide a successful project to the District. We feel that based on their experience and history, Trine Construction is adequately qualified to complete this project.

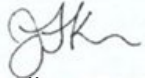
The District has been allocated grant funding for the current sewer project in the amount of \$4,596,364.00; \$2,500,000.00 through the USEPA Community Grant Program, \$2,000,000 through the McHenry County American Rescue Plan Act (ARPA) Grant Funding, and \$96,364.00 through the McHenry

**Northern Moraine Wastewater Reclamation District
Holiday Hills/ Le Villa Vaupell Sewer Extension – Phase 2
Recommendation to Award
April 8, 2024
Page 2 of 2**

County Community Development Block Grant (CDBG). ARPA grant funding and CDBG grant funding are available immediately. USEPA Community Grant funding is pending a grant agreement.

TAI is confident that Trine Construction can complete the project within the specified contract time. It is therefore the recommendation of TAI that the District award the Holiday Hills/ Le Villa Vaupell Sewer Extension - Phase 2 contract to Trine Construction, Corp. for the amount of \$4,060,303.28, at the discretion of the Board of Trustees. If you should have any questions or wish to discuss this further, please contact me at your earliest convenience.

Sincerely,



Jillian Kiss, P.E.
Project Manager

Attachments:
Bid Tabulation
Notice of Intent to Award



HOLIDAY HILLS/ LE VILLA VAUPELL SEWER EXTENSION - PHASE 2
Bid Opening: April 5, 2024
 NMWRD Offices, 113 Timber Trail, Island Lake, 60042



Item No.	Description	Quantity	Unit	Engineer's Estimate		Trine Construction		Lenny Hoffman Excavating		Bolder Contractors		Berger Contractors	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID													
1	CLASS D PATCH, 6"	7,517	SY	\$ 75.00	\$ 563,775.00	\$ 67.46	\$ 507,096.82	\$ 96.00	\$ 721,632.00	\$ 51.00	\$ 383,367.00	\$ 63.00	\$ 473,571.00
2	CONNECTION TO EXISTING SEWER, 10"	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 12,100.00	\$ 12,100.00	\$ 2,283.00	\$ 2,283.00	\$ 20,000.00	\$ 20,000.00	\$ 11,000.00	\$ 11,000.00
3	DEWATERING	1	LS	\$ 700,000.00	\$ 700,000.00	\$ 834,252.98	\$ 834,252.98	\$ 300,000.00	\$ 300,000.00	\$ 500,000.00	\$ 500,000.00	\$ 1,394,000.00	\$ 1,394,000.00
4	GRAVEL DRIVEWAY REMOVAL AND REPLACEMENT	178	SY	\$ 30.00	\$ 5,340.00	\$ 15.42	\$ 2,744.76	\$ 36.00	\$ 6,408.00	\$ 30.00	\$ 5,340.00	\$ 36.00	\$ 6,408.00
5	HMA DRIVEWAY REMOVAL AND REPLACEMENT	1,215	SY	\$ 80.00	\$ 97,200.00	\$ 53.97	\$ 65,573.55	\$ 150.00	\$ 182,250.00	\$ 63.00	\$ 76,545.00	\$ 50.00	\$ 60,750.00
6	HMA SURFACE REMOVAL, 2"	1,285	SY	\$ 15.00	\$ 19,275.00	\$ 10.60	\$ 13,621.00	\$ 12.00	\$ 15,420.00	\$ 9.00	\$ 11,565.00	\$ 8.00	\$ 10,280.00
7	HMA PAVEMENT SURFACE COURSE, 2", NS0	1,285	SY	\$ 50.00	\$ 64,250.00	\$ 29.56	\$ 37,984.60	\$ 27.00	\$ 34,695.00	\$ 15.00	\$ 19,275.00	\$ 12.00	\$ 15,420.00
8	INLET PROTECTION	4	EA	\$ 150.00	\$ 600.00	\$ 333.03	\$ 1,332.12	\$ 275.00	\$ 1,100.00	\$ 400.00	\$ 1,600.00	\$ 274.00	\$ 1,096.00
9	MOBILIZATION	1	LS	\$ 249,620.00	\$ 249,620.00	\$ 243,022.15	\$ 243,022.15	\$ 260,000.00	\$ 260,000.00	\$ 280,000.00	\$ 280,000.00	\$ 322,000.00	\$ 322,000.00
10	PCC DRIVEWAY REMOVAL AND REPLACEMENT	18	SY	\$ 125.00	\$ 2,250.00	\$ 257.00	\$ 4,626.00	\$ 600.00	\$ 10,800.00	\$ 400.00	\$ 7,200.00	\$ 400.00	\$ 7,200.00
11	POROUS GRANULAR EMBANKMENT	100	CY	\$ 50.00	\$ 5,000.00	\$ 32.13	\$ 3,213.00	\$ 63.00	\$ 6,300.00	\$ 90.00	\$ 9,000.00	\$ 120.00	\$ 12,000.00
12	PROPOSED TREE, 3" CALIPER	10	EA	\$ 1,250.00	\$ 12,500.00	\$ 832.25	\$ 8,322.50	\$ 2,000.00	\$ 20,000.00	\$ 1,500.00	\$ 15,000.00	\$ 300.00	\$ 3,000.00
13	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	100	CY	\$ 50.00	\$ 5,000.00	\$ 25.70	\$ 2,570.00	\$ 32.00	\$ 3,200.00	\$ 50.00	\$ 5,000.00	\$ 64.00	\$ 6,400.00
14	REMOVE AND REPLACE 12" CMP FES	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 355.87	\$ 355.87	\$ 770.00	\$ 770.00	\$ 2,000.00	\$ 2,000.00	\$ 700.00	\$ 700.00
15	REMOVE AND REPLACE 15" CMP FES	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 383.82	\$ 767.64	\$ 770.00	\$ 1,540.00	\$ 2,100.00	\$ 4,200.00	\$ 715.00	\$ 1,430.00
16	REMOVE AND REPLACE 18" CMP FES	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 417.55	\$ 417.55	\$ 850.00	\$ 850.00	\$ 2,200.00	\$ 2,200.00	\$ 790.00	\$ 790.00
17	REMOVE AND REPLACE 12" CMP CULVERT	163	LF	\$ 90.00	\$ 14,670.00	\$ 101.72	\$ 16,580.36	\$ 94.00	\$ 15,322.00	\$ 140.00	\$ 22,820.00	\$ 74.00	\$ 12,062.00
18	REMOVE AND REPLACE 15" CMP CULVERT	26	LF	\$ 100.00	\$ 2,600.00	\$ 106.95	\$ 2,780.70	\$ 132.00	\$ 3,432.00	\$ 150.00	\$ 3,900.00	\$ 84.00	\$ 2,184.00
19	REMOVE AND REPLACE 18" CMP CULVERT	72	LF	\$ 120.00	\$ 8,640.00	\$ 124.51	\$ 8,964.72	\$ 117.00	\$ 8,424.00	\$ 160.00	\$ 11,520.00	\$ 140.00	\$ 10,080.00
20	REMOVE AND REPLACE CATCH BASIN	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 4,856.13	\$ 4,856.13	\$ 6,400.00	\$ 6,400.00	\$ 7,000.00	\$ 7,000.00	\$ 4,800.00	\$ 4,800.00
21	REMOVE AND REPLACE LANDSCAPE (1111 NE SHORE DR)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,092.25	\$ 1,092.25	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
22	REMOVE AND REPLACE LANDSCAPE (1307 NE SHORE DR)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,092.25	\$ 1,092.25	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
23	REMOVE AND REPLACE LANDSCAPE (1511 PINE ST)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,092.25	\$ 1,092.25	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
24	REMOVE AND REPLACE LANDSCAPE (2509 BIRCHWOOD AVE)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,092.25	\$ 1,092.25	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
25	REMOVE AND REPLACE LANDSCAPE (2609 NE SHORE DR)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,092.25	\$ 1,092.25	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
26	REMOVE AND REPLACE SPLIT RAIL FENCE	548	LF	\$ 50.00	\$ 27,400.00	\$ 1.29	\$ 706.92	\$ 128.00	\$ 70,144.00	\$ 53.00	\$ 29,044.00	\$ 56.00	\$ 30,688.00
27	SANITARY DROP MANHOLE, 4' DIAMETER	4	EA	\$ 20,000.00	\$ 80,000.00	\$ 15,900.40	\$ 63,601.60	\$ 13,325.00	\$ 53,300.00	\$ 17,000.00	\$ 68,000.00	\$ 17,500.00	\$ 70,000.00
28	SANITARY MANHOLE, 4' DIAMETER	21	EA	\$ 10,000.00	\$ 210,000.00	\$ 8,381.18	\$ 176,004.78	\$ 8,100.00	\$ 170,100.00	\$ 14,000.00	\$ 294,000.00	\$ 14,100.00	\$ 296,100.00
29	SANITARY SERVICE, 6" PVC SDR-26	3,513	LF	\$ 150.00	\$ 526,950.00	\$ 127.02	\$ 446,221.26	\$ 150.00	\$ 526,950.00	\$ 120.00	\$ 421,560.00	\$ 96.00	\$ 337,248.00
30	SANITARY SEWER TV INSPECTION	6,230	LF	\$ 3.50	\$ 21,805.00	\$ 6.43	\$ 40,058.90	\$ 10.00	\$ 62,300.00	\$ 4.50	\$ 28,035.00	\$ 5.50	\$ 34,265.00
31	SANITARY SEWER, 10" PVC C900	821	LF	\$ 250.00	\$ 205,250.00	\$ 256.35	\$ 210,463.35	\$ 195.00	\$ 160,095.00	\$ 380.00	\$ 311,980.00	\$ 267.00	\$ 219,207.00
32	SANITARY SEWER, 10" PVC SDR 26	1,654	LF	\$ 200.00	\$ 330,800.00	\$ 235.89	\$ 390,162.06	\$ 182.00	\$ 301,028.00	\$ 370.00	\$ 611,980.00	\$ 279.00	\$ 461,466.00
33	SANITARY SEWER, 8" PVC C900	5	LF	\$ 250.00	\$ 1,250.00	\$ 377.73	\$ 1,888.65	\$ 254.00	\$ 1,270.00	\$ 370.00	\$ 1,850.00	\$ 394.00	\$ 1,970.00
34	SANITARY SEWER, 8" PVC SDR-26	3,750	LF	\$ 150.00	\$ 562,500.00	\$ 192.31	\$ 721,162.50	\$ 171.00	\$ 641,250.00	\$ 360.00	\$ 1,350,000.00	\$ 221.00	\$ 828,750.00
35	SILT FENCE	6,533	LF	\$ 5.00	\$ 32,665.00	\$ 6.75	\$ 44,097.75	\$ 4.00	\$ 26,132.00	\$ 2.00	\$ 13,066.00	\$ 3.00	\$ 19,599.00
36	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	69	LF	\$ 50.00	\$ 3,450.00	\$ 57.83	\$ 3,990.27	\$ 72.00	\$ 4,968.00	\$ 70.00	\$ 4,830.00	\$ 45.00	\$ 3,105.00
37	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET, 4"	3,123	SY	\$ 10.00	\$ 31,230.00	\$ 12.85	\$ 40,130.55	\$ 12.25	\$ 38,256.75	\$ 10.00	\$ 31,230.00	\$ 13.25	\$ 41,379.75
38	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET, 6"	3,215	SY	\$ 12.50	\$ 40,187.50	\$ 15.42	\$ 49,575.30	\$ 13.50	\$ 43,402.50	\$ 12.00	\$ 38,580.00	\$ 14.25	\$ 45,813.75
39	TRAFFIC CONTROL & PROTECTION	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 83,559.50	\$ 83,559.50	\$ 300,000.00	\$ 300,000.00	\$ 416,000.00	\$ 416,000.00	\$ 145,000.00	\$ 145,000.00
40	TREE PROTECTION	14	EA	\$ 250.00	\$ 3,500.00	\$ 192.75	\$ 2,698.50	\$ 250.00	\$ 3,500.00	\$ 300.00	\$ 4,200.00	\$ 250.00	\$ 3,500.00
41	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	30	UNIT	\$ 35.00	\$ 1,050.00	\$ 57.83	\$ 1,734.90	\$ 24.00	\$ 720.00	\$ 55.00	\$ 1,650.00	\$ 19.00	\$ 570.00
42	TREE REMOVAL (OVER 15 UNITS DIAMETER)	90	UNIT	\$ 45.00	\$ 4,050.00	\$ 83.53	\$ 7,517.70	\$ 50.00	\$ 4,500.00	\$ 65.00	\$ 5,850.00	\$ 39.00	\$ 3,510.00
43	TRENCH BACKFILL	8,509	CY	\$ 50.00	\$ 425,450.00	\$ 0.01	\$ 85.00	\$ 55.00	\$ 467,995.00	\$ 40.00	\$ 340,360.00	\$ 55.00	\$ 467,995.00
TOTAL BASE BID				\$	4,412,157.50	\$	4,060,303.28	\$	4,484,237.25	\$	5,364,747.00	\$	5,371,337.50

SECTION 00 51 00.10 - NOTICE OF INTENT TO AWARD

Date: April 5, 2024

To: Trine Construction Corp.
1041 Porter Ct
St. Charles, IL 60174
(630) 668-4626

Project: Holiday Hills/Le Villa Vaupell Sewer Extension- Phase 2 – Northern Moraine Wastewater Reclamation District

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon United States Environmental Protection Agency (USEPA) or McHenry County's approval, for items in the amount of

Four Million Sixty Thousand Three Hundred Three dollars and Twenty-Eight cents (\$4,060,303.28).

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days of the final Notice of Award to be sent upon IEPA approval, to you.

Dated this 11th day of April, 2024.

Kenneth A. Michaels, Jr.
President

END OF SECTION 00 51 00.10

To the President of the Northern Moraine Wastewater Reclamation District:

PART I GENERAL

1.1 Proposal of (Name and Address of Bidder) Trme Construction Corp.
1041 Trme Ct., Suite A St. Charles, IL 60174 for the
Holiday Hills/ Le Villa Vaupell Sewer Extension – Phase 2 for the Northern Moraine Wastewater
Reclamation District.

1.2 The plans for the proposed improvement are those prepared Trotter and Associates, Inc., 40W201
Wasco Road, Suite D, St. Charles, Illinois 60175. Said plans are designated as Engineering Plans
for “Holiday Hills/ Le Villa Vaupell Sewer Extension – Phase 2” and which cover the work
described in Section 00 11 13 for the Total Unit Price of:

Total Bid Price (in words) Four Million, Sixty - Thousand,
Three Hundred and Three Dollars and Twenty - Eight Cents.

Total Bid Price (in figures) \$ 4,060,303.28

NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT (NMWRD)
HOLIDAY HILLS/ LE VILLA VAUPELL SEWER EXTENSION – PHASE 2
BID SCHEDULE

BASE BID					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	CLASS D PATCH, 6"	7,517	SY	67.46	507,096.82
2	CONNECTION TO EXISTING SEWER, 10"	1	EA	12,100.00	12,100.00
3	DEWATERING	1	LS	834,252.98	834,252.98
4	GRAVEL DRIVEWAY REMOVAL AND REPLACEMENT	178	SY	15.42	2,744.76
5	HMA DRIVEWAY REMOVAL AND REPLACEMENT	1,215	SY	53.97	65,573.55
6	HMA SURFACE REMOVAL, 2"	1,285	SY	10.60	13,621.00
7	HMA PAVEMENT SURFACE COURSE, 2", N50	1,285	SY	29.56	37,984.60
8	INLET PROTECTION	4	EA	333.03	1,332.12
9	MOBILIZATION	1	LS	243,022.15	243,022.15
10	PCC DRIVEWAY REMOVAL AND REPLACEMENT	18	SY	257.00	4,626.00
11	POROUS GRANULAR EMBANKMENT	100	CY	32.13	3,213.00
12	PROPOSED TREE, 3" CALIPER	10	EA	832.25	8,322.50
13	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	100	CY	25.70	2,570.00
14	REMOVE AND REPLACE 12" CMP FES	1	EA	355.87	355.87
15	REMOVE AND REPLACE 15" CMP FES	2	EA	383.82	767.64
16	REMOVE AND REPLACE 18" CMP FES	1	EA	417.55	417.55
17	REMOVE AND REPLACE 12" CMP CULVERT	163	LF	101.72	16,580.36
18	REMOVE AND REPLACE 15" CMP CULVERT	26	LF	106.95	2,780.70
19	REMOVE AND REPLACE 18" CMP CULVERT	72	LF	124.51	8,964.72
20	REMOVE AND REPLACE CATCH BASIN	1	EA	4,856.13	4,856.13
21	REMOVE AND REPLACE LANDSCAPE (1111 NE SHORE DR)	1	LS	1,092.25	1,092.25
22	REMOVE AND REPLACE LANDSCAPE (1307 NE SHORE DR)	1	LS	1,092.25	1,092.25
23	REMOVE AND REPLACE LANDSCAPE (1511 PINE ST)	1	LS	1,092.25	1,092.25
24	REMOVE AND REPLACE LANDSCAPE (2509 BIRCHWOOD AVE)	1	LS	1,092.25	1,092.25
25	REMOVE AND REPLACE LANDSCAPE (2609 NE SHORE DR)	1	LS	1,092.25	1,092.25

**NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT (NMWRD)
HOLIDAY HILLS/ LE VILLA VAUPELL SEWER EXTENSION – PHASE 2
BID SCHEDULE (CONT.)**

BASE BID					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
26	REMOVE AND REPLACE SPLIT RAIL FENCE	548	LF	1.29	706.92
27	SANITARY DROP MANHOLE, 4' DIAMETER	4	EA	15,900.40	63,601.60
28	SANITARY MANHOLE, 4' DIAMETER	21	EA	8,381.18	176,004.78
29	SANITARY SERVICE, 6" PVC SDR-26	3,513	LF	127.02	446,221.26
30	SANITARY SEWER TV INSPECTION	6,230	LF	6.43	40,058.90
31	SANITARY SEWER, 10" PVC C900	821	LF	256.35	210,463.35
32	SANITARY SEWER, 10" PVC SDR 26	1,654	LF	235.89	390,162.06
33	SANITARY SEWER, 8" PVC C900	5	LF	377.73	1,888.65
34	SANITARY SEWER, 8" PVC SDR-26	3,750	LF	192.31	721,162.50
35	SILT FENCE	6,533	LF	6.75	44,097.75
36	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	69	LF	57.83	3,990.27
37	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET, 4"	3,123	SY	12.85	40,130.55
38	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET, 6"	3,215	SY	15.42	49,575.30
39	TRAFFIC CONTROL & PROTECTION	1	LS	83,559.50	83,559.50
40	TREE PROTECTION	14	EA	192.75	2,698.50
41	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	30	UNIT	57.83	1,734.90
42	TREE REMOVAL (OVER 15 UNITS DIAMETER)	90	UNIT	83.53	7,517.70
43	TRENCH BACKFILL	8,509	CY	0.01	85.09
TOTAL BASE BID					4,060,303.28



NORTHERN MORAINE W R D

AGENDA ITEM # 10F

<u>Meeting Date:</u>	April 11, 2024
<u>Item:</u>	Holiday Hills Connection Fee Waiver Request
<u>Staff Recommendation:</u>	Authorize District Manager to Prepare an Amendment to the Intergovernmental Agreement with the Village of Holiday Hills to allow for a Connection Fee Waiver for the Village Hall.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The Village of Holiday Hills would like to get the Village hall connected to sanitary sewers and are wondering if the District would consider waiving the connection fee for them. We have had a very good working relationship with Holiday Hills and they have been good partners in the sewer project. I went back and looked at what we may have done in the past for municipal connections. It appears we waived the connection fee for the Village of Lakemoor's new building in 2017. We have also previously waived fees for various municipal connections in the Village of Island Lake.

Village President, Jeff Giles, has indicated he will be present to discuss the request.

Recommendation

Authorize District Manager to Prepare an Amendment to the Intergovernmental Agreement with the Village of Holiday Hills to allow for a Connection Fee Waiver for the Village Hall.

Votes Required to Pass

Simple Majority via a Roll Call Vote





McHenry County Council of Governments

Executive Committee

President Rick Mack
Village of Ringwood
MCCG President

Mayor Mark Kownick
Village of Cary
MCCG Vice-President

Mayor Haig Haleblian
City of Crystal Lake
MCCG Treasurer

President Toni Wardanian
Village of Richmond
MCCG Secretary

Supervisor Gary Barla
McHenry Township
Chair of the
Finance Committee

President Debby Sosine
Village of Algonquin
Chair of the
Legislative Committee

President Ray Bogdanowski
Village of Lake in the Hills
Chair of the
Transportation Committee

Chairman Mike Buehler
McHenry County Board
Ex-Officio Member

Chalen Daigle
Executive Director
620 Dakota Street
Suite 251
Crystal Lake, IL 60012
815-788-4390 (p)
847-767-0440 (c)
cdaigle@mchenrycountycog.org
www.mchenrycountycog.org

Please Join
President Robert Shelton and the Village of Hebron
for the McHenry County Council of Governments

April Membership Meeting
Wednesday, April 24, 2024

at
Crandall's Restaurant
10441 IL 47
Hebron, IL

5:30 p.m. Cocktail Reception

6:30 p.m. Dinner

7:15 p.m. MCCG Update and Members Comments

Dinner to include:
Unlimited Broasted Chicken
Mashed Potatoes and Coleslaw
Dessert is included

Members: \$35.00

To RSVP, please contact Chalen Daigle at cdaigle@mchenrycountycog.org
by Friday, April 19, 2024

Algonquin · Barrington Hills · Bull Valley · Cary · Crystal Lake · Fox River Grove · Greenwood · Harvard · Hebron · Huntley ·
Island Lake · Johnsbury · Lake in the Hills · Lakemoor · Lakewood · Marengo · McCullom Lake · McHenry
McHenry County · McHenry Twp. · Prairie Grove · Richmond · Ringwood · Spring Grove · Trout Valley · Union ·
Wonder Lake · Woodstock



NMWRD
Unpaid Bills
 As of April 05, 2024

	Date	Type	Num	Due Date	Amount
ADVANCED AUTOMATION & CONTROLS, INC					
	03/19/2024	Bill	SCADA Cntr. Access	04/01/2024	1,325.00
Total for ADVANCED AUTOMATION & CONTROLS, INC					\$ 1,325.00
ALARM DETECTION SYSTEMS, INC					
	03/19/2024	Bill	Chem Build. Repairs	03/19/2024	1,104.75
Total for ALARM DETECTION SYSTEMS, INC					\$ 1,104.75
AMAZON CAPITAL SERVICES					
	02/07/2024	Bill	Media Converter	03/08/2024	105.82
	02/08/2024	Bill	Various	03/09/2024	278.32
	02/12/2024	Bill	Office Supplies	03/13/2024	34.99
	03/12/2024	Bill	Epoxy Potting Comp	04/11/2024	99.72
	03/14/2024	Bill	Office Clerk Laptop	04/13/2024	1,199.69
	03/14/2024	Bill	Operator Laptop	04/13/2024	1,199.69
	03/14/2024	Bill	Laptop for Operator	04/13/2024	1,199.69
	03/14/2024	Bill	Office Supplies	04/13/2024	19.79
	03/14/2024	Bill	Various	04/13/2024	122.99
	03/18/2024	Bill	Various	04/17/2024	400.79
	03/19/2024	Bill	Fire Detectors	04/18/2024	173.09
	03/20/2024	Bill	Office Supplies	04/19/2024	109.69
	03/20/2024	Bill	Office Supplies	04/19/2024	21.89
	03/24/2024	Bill	Office Supplies	04/23/2024	51.50
	03/26/2024	Bill	Self Priming Oil	04/25/2024	96.21
	03/13/2024	Vendor Credit	Returned Item		-68.81
Total for AMAZON CAPITAL SERVICES					\$ 5,045.06
AT&T					
	03/14/2024	Bill		03/14/2024	1,405.99
Total for AT&T					\$ 1,405.99
BHFX					
	04/02/2024	Bill	File Processing	05/02/2024	244.20
Total for BHFX					\$ 244.20
BITSPEED CONSULTING, INC					
	03/13/2024	Bill	IT Support	04/12/2024	147.80
	03/31/2024	Bill	IT Support	04/30/2024	850.00
Total for BITSPEED CONSULTING, INC					\$ 997.80
BLUECROSS BLUESHIELD OF ILLINOIS					
	03/20/2024	Bill	April Premium	03/31/2024	139.50
Total for BLUECROSS BLUESHIELD OF ILLINOIS					\$ 139.50
CENTRISYS CORPORATION					
	03/27/2024	Bill	Comp 4 Centrifuge	03/27/2024	501.99

Total for CENTRISYS CORPORATION					\$ 501.99
CHEMTRADE CHEMICALS CORPORATION					
	03/18/2024	Bill	Hyper Ion	03/18/2024	5,297.63
Total for CHEMTRADE CHEMICALS CORPORATION					\$ 5,297.63
CLARK BAIRD SMITH LLP					
	03/31/2024	Bill	Legal Services	04/30/2024	93.75
Total for CLARK BAIRD SMITH LLP					\$ 93.75
COM ED					
	03/22/2024	Bill	Holiday Hills	05/21/2024	182.31
Total for COM ED					\$ 182.31
COMCAST CABLE					
	03/28/2024	Bill	Internet Services	03/28/2024	435.57
Total for COMCAST CABLE					\$ 435.57
CONTINENTAL UTILITY SOLUTIONS, INC.					
	04/04/2023	Bill	R14247	05/04/2023	863.00
	04/14/2023	Bill	Qcj230414083432	05/14/2023	50.00
	03/13/2024	Bill	ACH Processing	04/12/2024	31.50
Total for CONTINENTAL UTILITY SOLUTIONS, INC.					\$ 944.50
DIRECT ENERGY					
	03/07/2024	Bill	Stone Road	04/06/2024	100.17
	03/08/2024	Bill	532 Santa Barbara	04/07/2024	102.97
	03/08/2024	Bill	Fenview Circle	04/07/2024	93.81
	03/08/2024	Bill	100 S Lakeshore	04/07/2024	87.50
	03/08/2024	Bill	300 Venice	04/07/2024	131.60
	03/08/2024	Bill	300 Herbert Road	04/07/2024	87.13
	03/11/2024	Bill	500 Wegner	04/10/2024	453.72
	03/11/2024	Bill	127 South Dr	04/10/2024	343.82
	03/11/2024	Bill	32250 Darrell Rd	04/10/2024	202.77
	03/11/2024	Bill	2285 Walnut Glen	04/10/2024	124.64
Total for DIRECT ENERGY					\$ 1,728.13
DPS EQUIPMENT SERVICES INC					
	04/02/2024	Bill	Ditch Couplers	04/02/2024	10,200.00
Total for DPS EQUIPMENT SERVICES INC					\$ 10,200.00
EOSULLIVAN CONSULTING					
	03/30/2024	Bill	Consulting Services	04/01/2024	3,750.00
Total for EOSULLIVAN CONSULTING					\$ 3,750.00
EUROFINS TESTAMERICA					
	03/28/2024	Bill	Professional Lab Test	03/28/2024	307.50
Total for EUROFINS TESTAMERICA					\$ 307.50
FILIPPINI LAW FIRM, LLP					
	03/20/2024	Bill	Legal Services	04/19/2024	3,008.00
Total for FILIPPINI LAW FIRM, LLP					\$ 3,008.00
First Bank					
	03/12/2024	Check	33837	03/12/2024	1,038.40
	03/12/2024	Check	33836	03/12/2024	5,223.44
Total for First Bank					\$ 6,261.84
FSS TECHNOLOGIES, LLC					

	03/19/2024	Bill		03/19/2024	246.00
Total for FSS TECHNOLOGIES, LLC					\$ 246.00
GACRUX					
	04/01/2024	Bill	Cleaning Services	05/01/2024	600.00
Total for GACRUX					\$ 600.00
MARY GRANADO					
	03/13/2024	Bill	Mileage	04/12/2024	165.35
Total for MARY GRANADO					\$ 165.35
McGILVRA ELECTRIC					
	03/12/2024	Bill	S. Clarifier Light Fi	04/11/2024	4,157.48
Total for McGILVRA ELECTRIC					\$ 4,157.48
MIDWEST POWER INDUSTRY, INC.					
	02/28/2024	Bill	WWTP Generator Adjust	03/29/2024	2,323.99
Total for MIDWEST POWER INDUSTRY, INC.					\$ 2,323.99
MINUTEMAN PRESS					
	03/26/2024	Bill	Hol. Hills Up. Letter	03/26/2024	530.54
	03/26/2024	Bill	Hol. Hills Up. Letter	03/26/2024	561.61
Total for MINUTEMAN PRESS					\$ 1,092.15
NICOR GAS					
	03/11/2024	Bill	230 S Shore Drive	03/11/2024	45.91
	03/11/2024	Bill	206 Fern Dr	03/11/2024	45.91
	03/11/2024	Bill	2900 Spruce Terrace	03/11/2024	47.06
	03/11/2024	Bill	2301 Fen View	03/11/2024	47.76
	03/11/2024	Bill	2285 Walnut Glen	03/11/2024	47.76
	03/11/2024	Bill	3923 Hale Lane	03/11/2024	48.51
	03/11/2024	Bill	32250 Darrell Road	03/11/2024	50.57
	03/11/2024	Bill	500 Wegner	03/11/2024	52.57
	03/11/2024	Bill	3440 Hale Lane	03/11/2024	99.02
	03/12/2024	Bill	316 Venice Road	03/12/2024	48.54
	03/13/2024	Bill	420 Timber	03/13/2024	700.65
	03/13/2024	Bill	113 Timber	03/13/2024	303.73
	03/13/2024	Bill	3390 Waterford Way	03/13/2024	357.19
	03/13/2024	Bill	2629 Wisteria	03/13/2024	151.65
	03/13/2024	Bill	100 Rawson	03/13/2024	141.90
	03/14/2024	Bill	127 South Dr	03/14/2024	25.37
	03/14/2024	Bill	27715 Rd 120	03/14/2024	48.84
Total for NICOR GAS					\$ 2,262.94
PACE ANALYTICAL SERVICES					
	03/13/2024	Bill	Lab Testing	04/12/2024	93.40
Total for PACE ANALYTICAL SERVICES					\$ 93.40
READY FRESH BY NESTLE					
	03/21/2024	Bill		04/05/2024	170.19
Total for READY FRESH BY NESTLE					\$ 170.19
SHAW MEDIA					
	03/31/2024	Bill	Public Not Publishing	04/30/2024	238.70
Total for SHAW MEDIA					\$ 238.70
TROTTER AND ASSOCIATES, INC					
	02/29/2024	Bill	Engineering Serv	02/29/2024	17,504.65
	02/29/2024	Bill	Facility Plan Upgrade	02/29/2024	18,680.50

	02/29/2024	Bill	Holiday Hills	02/29/2024	13,013.50
	02/29/2024	Bill	Funding Assistance	02/29/2024	6,236.75
	02/29/2024	Bill	Lakemoor Lift Station	02/29/2024	2,375.50
	02/29/2024	Bill	Solar Panels	02/29/2024	1,062.25
	02/29/2024	Bill	Holiday Hills	02/29/2024	231.75
Total for TROTTER AND ASSOCIATES, INC					\$ 59,104.90
VERIZON					
	03/18/2024	Bill	9944720453	04/17/2024	1,798.03
Total for VERIZON					\$ 1,798.03
VETERANS VAC SERVICES					
	03/18/2024	Bill	Beach St. Main Cleani	04/17/2024	6,975.00
Total for VETERANS VAC SERVICES					\$ 6,975.00
VIKING CHEMICAL COMPANY					
	03/21/2024	Bill	Chemicals	04/20/2024	1,402.50
Total for VIKING CHEMICAL COMPANY					\$ 1,402.50
VILLAGE OF ISLAND LAKE					
	03/20/2024	Bill	Water Shut Off Fees	04/04/2024	200.00
Total for VILLAGE OF ISLAND LAKE					\$ 200.00
WEX FLEET UNIVERSAL					
	03/23/2024	Bill	Fleet Fuel	04/22/2024	433.47
Total for WEX FLEET UNIVERSAL					\$ 433.47
XYLEM WATER SOLUTIONS U.S.A., INC					
	03/28/2024	Bill	Influent Pump Project	03/28/2024	5,238.00
Total for XYLEM WATER SOLUTIONS U.S.A., INC					\$ 5,238.00
TOTAL					\$ 129,310.27