

# AGENDA REGULAR MEETING 7:30 P.M. – March 10, 2025 (Monday) 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 February 10, 2025
- 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
  - a. Trustee Appointment for the term beginning May 1, 2025 and ending April 30, 2028

#### **10. NEW BUSINESS**

- a. Approve Nutrient Trading Agreement
- b. Approve Facility Plan Update and Decennial Committee Report
- c. Approve Pay Request #7 for the Holiday Hills / Le Villa Vaupell Phase 2 Sewer Project
- d. Acceptance of Bids for Phosphorus Removal Chemicals
- e. Acceptance of Bids for Polymer for Solids Handling
- f. Acceptance of Bids for eOne Pumps
- g. Review and Approve User Rate Ordinance and Volunteer Metered Billing Ordinance
- h. Presentation on the FY 2025-26 Annual Budget Proposal with Final Action scheduled for May
- i. Approve Resolution on Appointment of District Trustees

#### 11. MISCELLANEOUS CORRESPONDENCE

a. MCCG Membership Meeting - City of Woodstock - Wednesday, March 19, 2025

#### 12. APPROVAL OF BILLS

#### 13. OTHER BUSINESS

a. Executive Session - Pending Litigation, Personnel, if needed

Posted to <u>www.nmwrd.org</u> – March 7, 2025











### NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT

113 Timber Trail, Island Lake, Illinois 60042

#### **REGULAR MEETING MINUTES**

February 10, 2025

Present in person: Trustees: John Ragland, Timothy Brunn, Caretina Tellez, Ken Michaels

**District Clerk**: Elisa Fisher

**District Manager:** Mohammed Haque

**Guests:** Trotter and Associates: Scott Trotter and Lindsay Muth

Island Lake Resident: Donald Saville Holiday Hills Resident: Dan Below

President Michaels called the meeting to order at 7:30 p.m.

#### 1. CALL TO ORDER:

Roll Call: Timothy Brunn – Present

John Ragland – Present Caretina Tellez – Present Ken Michaels – Present

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

#### 3. PUBLIC COMMENTS:

Island Lake resident Donald Saville addressed an email dated September 12, 2023, regarding his FOIA submission. He noted that Trustee Ragland had inquired with the Board as to why Mr. Saville had contacted the Attorney General's office about his FOIA request. Mr. Saville further mentioned that President Michaels indicated that lawyers were involved in the matter, while District Manager Haque stated that Mr. Saville had expressed dissatisfaction with the response from the Attorney General's office.

Mr. Saville explained that District Manager Haque had failed to answer his questions related to the FOIA request. He also pointed out that Haque had referred his FOIA inquiry to the District's Attorney, resulting in additional legal costs. Mr. Saville emphasized that he did not wish for the District to incur attorney fees and reiterated that all he sought was the simple question of who owns the sewer pipes in Island Lake.

Additionally, Mr. Saville remarked that the Board of the Northern Moraine Wastewater District is supposed to have five members, not four. He expressed confusion as to why President Michaels had not ensured the Board maintained its full membership. Mr. Saville also mentioned reaching out to other Wastewater Districts, noting that they had provided clear answers to his inquiries without withholding any information. In conclusion, Mr. Saville reiterated that his primary request was for straightforward answers to his questions.

Holiday Hills resident Dan Below expressed his intention to build a home in the near future. However, he shared that McHenry County informed him they would not issue him a septic permit. He explained that the County cited the intergovernmental agreement between the District and Holiday Hills regarding ongoing construction as the reason for not issuing the permit.

President Michaels asked if there was a sewer line near the proposed building site. Mr. Below responded that the property is located on Birch St, and there is no sewer line in the area at this time. President Michaels mentioned that a sewer line might be included in future phases of development.



#### Northern Moraine Wastewater Reclamation District Regular Meeting Minutes February 10, 2025

Mr. Below stated that he would like to know when the District plans to install a sewer line so he can begin the process of building his home. Trustee Ragland inquired with District Manager Haque and Scott Trotter about the timeline for this area. District Manager Haque responded that the installation depends entirely on the funding the District receives.

Mr. Below then asked if the funds, when available, would be strictly allocated for the Holiday Hills sewer connection or if they could be used for other projects. The Board confirmed that the grant funds received for the Holiday Hills project would be dedicated solely to the Holiday Hills sewer extensions. Finally, Mr. Below inquired if the District and Board were aware of a stormwater permit set to expire in 2026. Scott Trotter confirmed that the District is aware of the permit and intends to renew it at that time if needed for ongoing construction.

#### 4. PRESENTATION & APPROVAL OF MINUTES:

a. Regular Meeting, January 13, 2025

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

3 ayes 0 nays 1 absent

b. Executive Meeting, January 13, 2025

Motion by Trustee Brunn to approve the Executive Meeting minutes of January 13, 2024, as presented. 2nd by Trustee Ragland

3 ayes 0 nays 1 absent

#### 5. TREASURER'S REPORT:

a. Approval of the Monthly Treasurer's Report for the month ending December 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 Brunn

Roll Call: Timothy Brunn – Aye

John Ragland – Aye Caretina Tellez – Absent Ken Michaels – Aye

4 ayes 0 nays 0 absent

#### **MOTION CARRIED**

6. MANAGER'S REPORT: None

7. TRUSTEE REPORTS: None

8. LEGAL BUSINESS: None

9. OLD BUSINESS: None



#### Northern Moraine Wastewater Reclamation District Regular Meeting Minutes February 10, 2025

#### 10. NEW BUSINESS:

a. Review of 2024 Wage Increases per Salary Administration Policy

Information only pursuant to the Salary Ordinance and Administration Policy and Procedures adopted in 2012 and revised in 2013.

#### b. Appraisal Update Services Agreement

Motion by Trustee Brunn to approve an Agreement with CBIZ Valuation Group, LLC in the amount of \$2,275 for Fixed Asset Reporting and Property Insurance Valuation Updating Services and Authorize the District Manager to execute the Agreement.

2nd by Trustee Ragland

Roll Call: Timothy Brunn – Aye

John Ragland – Aye Caretina Tellez – Aye Ken Michaels – Aye

4 ayes 0 nays 0 absent

**MOTION CARRIED** 

c. Payment Request #6 for the Holiday Hills / Le Villa Vaupell - Phase 2 Sewer Project

 $\label{lem:section} \begin{tabular}{ll} Motion by Trustee Ragland to approve Pay Request \#6 in the amount of \$716,831.11 to Trine Construction for the Holiday Hills / Le Villa Vaupell Sewer Extension Project – Phase 2. \end{tabular}$ 

2nd by Trustee Tellez

Roll Call: Timothy Brunn – Ave

John Ragland – Aye Caretina Tellez – Aye Ken Michaels – Aye

4 ayes 0 nays 0 absent

**MOTION CARRIED** 

d. Change Order #1 - Holiday Hills /Le Villa Vaupell Sewer Extension Project - Phase 2-

District Manager Haque informed the Board that this was contingent upon receiving the grant funds. President Michaels updated the Board, stating that the matter was currently on hold in Congress, as a judge had ordered the release of these funds, but the current administration was refusing to comply with court orders.

Motion by Trustee Tellez to approve Change Order #1 in the amount of \$977,582.56 to Trine Construction for the Holiday Hills / Le Villa Vaupell Sewer Extension Project – Phase 2, contingent upon receipt of a grant agreement.

2nd by Trustee Ragland

Roll Call: Timothy Brunn – Aye

John Ragland – Aye Caretina Tellez – Aye Ken Michaels – Aye

4 ayes 0 nays 0 absent

**MOTION CARRIED** 



#### Northern Moraine Wastewater Reclamation District Regular Meeting Minutes February 10, 2025

#### e. Rate Study

For Discussion Only: Scott Trotter from Scott Trotter and Associates was present to answer any questions that the Board may have. Trustee Brunn inquired about the installation cost for the meters for the proposed voluntary metered billing program. District Manager Haque responded that the District will only allow metered billing at properties that have a village meter. Additionally, the District will need to establish an agreement with the Village to provide meter readings and a disconnection procedure.

District Manager Haque clarified that this was only for discussion and that it would be addressed in a future meeting. President Michaels explained that the plan is to raise rates by 7-10% over the next few years, noting that several variables were considered in calculating this figure. Both President Michaels and Trustee Brunn stated that they are considering a rate increase of 8%. The primary purpose of the increase is to fund the replacement of the sewer plant sewers and equipment as they become inoperational over time. The system was studied in depth and the condition and needs were all laid out in the Facility Plan update that was presented during the Decennial meeting earlier in the evening.

#### 11. MISCELLANEOUS CORRESPONDENCE:

a. MCCG Networking Event – Pickle Haus, Algonquin, IL – Wednesday, February 26, 2025

#### 12. APPROVAL OF BILLS

Motion by Trustee Brunn to approve payment of bills for February 10, 2025, as presented, in the amount of \$947,045.73.

2nd by Trustee Ragland

Roll Call: Timothy Brunn – Aye

John Ragland – Aye Caretina Tellez – Aye Ken Michaels – Aye

4 ayes 0 nays 0 absent MOTION CARRIED

13. OTHER BUSINESS: None

#### **ADJOURNMENT**

Motion by President Michaels to adjourn the meeting at 8:02 p.m. Unanimously approved on a voice vote

# NMWRD Escrow Account(s) Summary rev. Mar. 1st, 2025



Project	Village	Developer	Escrow Start	Tot	tal Funding	Draws	lance as of Mar. 1st	Notes
Beech Street Senior Lofts	IL	Lincoln Avenue Capital	2/13/2023	\$	5,000.00	2	\$ 1,740.00	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	4	\$ 555.50	Account Current

Total Funding for All Escrow Accounts to Date	\$ 76.811.82
**Since District re-established Escrow accounts in 2019.	\$ 70,811.02

### NMWRD Holiday Hills / Le Villa Vaupell Connection Fee Loan Tracking

FY 2024-25



Account No	Address	Con	tract Charge	F	Principal	lı	nterest	Payment	Con	tract Balance
4005704	1204 Sunset Drive	\$	10,822.00	\$ 1	10,822.00	\$	100.47	\$ (10,922.47)	\$	-
4005722	1404 Sunset Drive	\$	10,822.00	\$	190.63	\$	429.41	\$ (568.37)	\$	10,631.37
4005781	1522 Sunset Drive	\$	10,822.00	\$ :	10,822.00	\$	216.83	\$ (11,038.83)	\$	
4005785	2401 S Vaupell Drive	\$	10,822.00	\$	211.54	\$	357.49	\$ (569.03)	\$	10,610.46
4005793	2701 Holiday Drive	\$	10,822.00	\$	223.15	\$	500.23	\$ (671.71)	\$	10,598.85
4005802	3001 Holiday Drive	\$	10,822.00	\$	108.49	\$	408.21	\$ (413.36)	\$	10,656.08

	Total	\$	64,932.00	\$ 22,377.81	\$ 2,012.64	\$ (24,183.77) \$	42,496.76
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#### **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	36	\$ 77,983.26
2025 Permits	2	\$ -
Total	162	\$ 710,840.83

Permit Date	Permit No.	Account No.	Address	City	Subdivision/ Business	Permit Owner	An	nount Paid
6/12/2024	0301-A	950050301	311 E State Road	IL	Save More Gas	Khurram Ghani	\$	-
7/24/2024	24R-001	1601988	1108 Wembley Drive	IL	Fox River Shores	David Bumbis	\$	-
8/12/2024	24R-002	1500379	3228 Park Drive	IL	Island Lake Estates	Linda Kalnicky	\$	-
8/12/2024	24R-003	3505365	232 Eastway Ave	PB	Fox River Valley Garden	Village of Port Barrington	\$	-
8/19/2024	24R-004	5005768	32004 Savannah Drive	LM	Savannahs	William Ryan Homes	\$	3,851.55
8/19/2024	24R-005	5005769	32006 Savannah Drive	LM	Savannahs	William Ryan Homes	\$	3,851.55
8/19/2024	24R-006	5005770	32010 Savannah Drive	LM	Savannahs	William Ryan Homes	\$	3,851.55
8/19/2024	24R-007	5005771	32012 Savannah Drive	LM	Savannahs	William Ryan Homes	\$	3,851.55
8/19/2024	24R-008	5005772	32014 Savannah Drive	LM	Savannahs	William Ryan Homes	\$	3,851.55
8/22/2024	24R-009	5005773	32016 Savannah Drive	LM	Savannahs	William Ryan Homes	\$	3,851.55
9/17/2024	24R-010	3505774	1229 Noble Drive	PB	Deer Grove	Gaylor Excavating	\$	-
9/17/2024	24R-011	3505775	1225 Noble Drive	PB	Deer Grove 2	Gaylor Excavating	\$	-
9/17/2024	24R-012	3505776	1211 Noble Drive	PB	Deer Grove 2	Gaylor Excavating	\$	-
9/30/2024	24R-013	1602068	3806 Hale Lane	IL	Fox River Shores	Debra Kreiter	\$	-
10/3/2024	24R-014	4005777	1206 Sunest Drive	НН	Holiday Hills	John E Dunford	\$	3,851.55
10/8/2024	24R-015	4005808	1512 Hickory Street	НН	Holiday Hills	Richard and Joyce Zurek	\$	3,851.55
10/16/2024	24R-016	5005777	31998 Savannah Drive	LM	Savannahs	William Ryan Homes	\$	3,851.55
10/16/2024	24R-017	5005778	32020 Savannah Drive	LM	Savannahs	William Ryan Homes	\$	3,851.55
10/16/2024	24R-018	5005779	32018 Savannah Drive	LM	Savannahs	William Ryan Homes	\$	3,851.55
11/11/2024	24R-019	1601352	1053 Revere Lane	IL	Fox River Shores	Kimberly Castillo	\$	-
11/20/2024	24R-020	1601930	3812 Hale Lane	IL	Fox River Shores	Nancy Cizowski	\$	-
12/19/2024	24R-021	5005774	32008 Savannah Drive	LM	Savannahs	William Ryan Homes	\$	3,851.55
1/23/2025	25R-001	1500788	312 Northern Court	IL	Island Lake Highlands	Brian Crum	\$	-
2/27/2025	25R-002	1602464	4027 Newport Drive	IL	Fox River Shores	John Kapcia	\$	-

FY 2024-25 Total: \$ 46,218.60



### **Northern Moraine WRD Project Grant Tracking**

Rev. March 1, 2025

Project	Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
Lakemoor Lift Stations 2-5 Modifications	2025	McHenry County  – Community Development Block Grant (CDBG)	McHenry County	\$682,080.00	-	\$776,380.00	1/17/2025	Under Review
Holiday Hills Ph 3 (#1)	2024	FY2025 Appropriation Request - Foster	U.S. House Representative Bill Foster	\$6,700,000.00	\$1,105,800.00	\$6,700,000.00	4/29/2024	Recommended for Congressional Approval
Darrell Rd Phase 1A & 1B (#2)	2024	FY2025 Appropriation Request - Foster	U.S. House Representative Bill Foster	\$3,000,000.00	-	\$12,300,000.00	4/29/2024	Under Review
Blower Replacement	2024	IL State Representative Jay Hoffman	IL State Representative Jay Hoffman	\$350,000.00	-	\$1,200,000.00	4/18/2024	Under Review
Darrell Road Interceptor Phase 1	2024	Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$3,000,000	-	\$12,300,000	4/5/2024	Under Review
Blower Replacement	2024	Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$750,000/ \$500,000 min.	-	\$1,200,000	4/5/2024	Under Review
Solar Renewable Energy	2024	Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$2,000,000/ \$1,530,000 min.	-	\$3,100,000	4/5/2024	Under Review
Unsewered Community – Village of Holiday Hills / Le Villa Vaupell (Phase 3)	2024	Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$1,700,000/ \$1,000,000 min.	-	\$6,700,000	4/5/2024	Under Review
Unsewered Community – Village of Holiday Hills / Le Villa Vaupell (Phase 2)	2023	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
WWTF Emergency Power Systems Replacement	2022	Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$250,000	\$250,000	\$500,000	4/15/2022	Awarded / In- Progress
Continued on next page								







Project	Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
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
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	Fully Disbursed to NMWRD
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	Fully Disbursed to NMWRD
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	Fully Disbursed to NMWRD
	Expe	cted Grant An	nount Total			\$11,00	7,516	

<b>Expected Grants</b>	5
<b>Fully Disbursed Grants</b>	4
<b>TOTAL GRANTS SINCE 2020</b>	9





Project	Project Amount Granted		Remaining Grant Balance
Holiday Hills / Le Villa	\$96,364.00	<b>Expended</b> \$96,364.00	\$0.00
Vaupell Sewer Extension –	\$2,500,000.00	\$2,383,565.92	\$116,434.08
Phase 2	\$2,000,000.00	\$27,948.69	\$1,972,051.31
Total	\$4,596,364.00	\$1,791,047.50	\$2,805,316.50



# Northern Moraine WRD - Septage Receiving Tracking FY 2024-2025



Month	Loads	Gallons	Revenue FY 24-25	Revenue FY 23-24	% Revenue Change
May-24	69	244,263	\$16,059.05	\$5,236.00	307%
Jun-24	67	240,390	\$15,618.75	\$11,352.60	138%
Jul-24	59	219,126	\$14,387.10	\$10,680.25	135%
Aug-24	26	91,955	\$6,063.05	\$14,999.95	40%
Sep-24	24	83,586	\$5,616.80	\$18,290.30	31%
Oct-24	57	194,434	\$12,971.00	\$14,363.30	90%
Nov-24	45	161,753	\$8,443.05	\$9,436.70	89%
Dec-24	30	106,253	\$7,021.00	\$3,992.45	176%
Jan-25	20	66,990	\$4,510.10	\$2,832.20	159%
Feb-25	23	81,302	\$5,349.05	\$5,236.00	102%
Mar-25			\$0.00	\$10,900.40	0%
Apr-25			\$0.00	\$17,582.05	0%
Total	420	1,490,052	\$96,038.95	\$124,902.20	77%

	Loads	Revenue
Fiscal Year 2020-2021	232	\$ 45,104.40
Fiscal Year 2021-2022	326	\$ 61,852.80
Fiscal Year 2022-2023	506	\$ 102,312.80
Fiscal Year 2023-2024	526	\$ 124,902.20

	Date	Company Name	Gallons	Cost/Gal	Revenue	Time		Туре
	1/24/2025	Weidners	4000	Flat Rate	\$238.00	4:05	PM	Septic
	2/3/2025	Helmer	2920	Flat Rate	\$214.20	11:30	AM	Septic
	2/6/2025	Arrow Septic	3000	Flat Rate	\$208.25	11:25	AM	Septic
	2/7/2025	Helmer	3285	Flat Rate	\$214.20	8:54	AM	Septic
	2/7/2025	Helmer	3000	Flat Rate	\$214.20	12:26	PM	Septic
	2/10/2025	Helmer	3350	Flat Rate	\$214.20	10:05	AM	Septic
	2/11/2025	Weidners	3850	Flat Rate	\$238.00	1:05	PM	Septic
	2/11/2025	Weidners	3800	Flat Rate	\$238.00	4:30	PM	Septic
	2/13/2025	Weidners	3800	Flat Rate	\$238.00	11:10	AM	Septic
	2/13/2025	Helmer	4000	Flat Rate	\$238.00	2:45	PM	Septic
ξ	2/13/2025	Helmer	3265	Flat Rate	\$238.00	11:25	AM	Septic
Feb-25	2/17/2025	Helmer	3650	Flat Rate	\$238.00	12:30	PM	Septic
F.	2/17/2025	Helmer	3675	Flat Rate	\$238.00	9:30	AM	Septic
	2/20/2025	Weidners	3800	Flat Rate	\$238.00	12:30	PM	Septic
	2/21/2025	Weidners	3800	Flat Rate	\$238.00	3:20	PM	Septic
	2/21/2025	Helmer	3500	Flat Rate	\$238.00	8:24	AM	Septic
	2/24/2025	Helmer	3600	Flat Rate	\$238.00	8:30	AM	Septic
	2/25/2025	Helmer	3100	Flat Rate	\$238.00	11:08	AM	Septic
	2/25/2025	Helmer	3530	Flat Rate	\$238.00	9:50	AM	Septic
	2/26/2025	Weidners	3800	Flat Rate	\$238.00	4:15	PM	Septic
	2/26/2025	Weidners	3350	Flat Rate	\$238.00	1:00	PM	Septic
	2/26/2025	Helmer	3625	Flat Rate	\$238.00	10:50	AM	Septic
	2/26/2025	Helmer	3602	Flat Rate	\$238.00	8:30	AM	Septic

#### NMWRD Service Connection Permit Tracking

FY 2024-25



Permit Date	Permit No.	Account No.	Address	City	Subdivision/ Business	Re-Connect, Repair, Demo or New Connection	Permit Owner	nnection/ pection Fee	Darrell Road Special Connection Fee
6/12/2024	0301-A	950050301	311 E State Road	IL	Save More Gas	Demo	Khurram Ghani	\$ 100.00	\$ -
7/24/2024	24R-001	1601988	1108 Wembley Drive	IL	Fox River Shores	Repair	David Bumbis	\$ 100.00	\$ -
8/12/2024	24R-002	1500379	3228 Park Drive	IL	Island Lake Estates	Repair	Linda Kalnicky	\$ 100.00	\$ -
8/12/2024	24R-003	3505365	232 Eastway Ave	PB	Fox River Valley Garden	Repair	Village of Port Barrington	\$ 100.00	\$ -
8/19/2024	24R-004	5005768	32004 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
8/19/2024	24R-005	5005769	32006 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
8/19/2024	24R-006	5005770	32010 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
8/19/2024	24R-007	5005771	32012 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
8/19/2024	24R-008	5005772	32014 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
8/22/2024	24R-009	5005773	32016 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
9/17/2024	24R-010	3505774	1229 Noble Drive	PB	Deer Grove	New Connection	Gaylor Excavating	\$ 7,674.00	\$ -
9/17/2024	24R-011	3505775	1225 Noble Drive	PB	Deer Grove 2	New Connection	Gaylor Excavating	\$ 7,674.00	\$ -
9/17/2024	24R-012	3505776	1211 Noble Drive	PB	Deer Grove 2	New Connection	Gaylor Excavating	\$ 7,674.00	\$ -
9/30/2024	24R-013	1602068	3806 Hale Lane	IL	Fox River Shores	Repair	Debra Kreiter	\$ 100.00	
10/3/2024	24R-014	4005777	1206 Sunest Drive	НН	Holiday Hills	New Connection	John E Dunford	\$ 7,674.00	\$ 3,851.55
10/8/2024	24R-015	4005808	1512 Hickory Strret	НН	Holiday Hills	New Connection	Richard and Joyce Zurek	\$ 7,674.00	\$ 3,851.55
10/16/2024	24R-016	500577	31998 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
10/16/2024	24R-017	500578	32020 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
10/16/2024	24R-018	500579	32018 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
11/11/2024	24R-019	1601352	1053 Revere Lane	IL	Fox River Shores	Repair	Kimberly Castillo	\$ 100.00	\$ -
11/20/2024	24R-020	1601930	3812 Hale Lane	IL	Fox River Shores	Repair	Nancy Cizowski	\$ 100.00	\$ -
12/19/2024	24R-021	5005774	32008 Savannah Drive	IL	Savannahs	New Connection	William Ryan Homes	\$ 7,674.00	\$ 3,851.55
1/23/2025	25R-001	1500788	312 Northern Court	IL	Island Lake Highlands	Repair	Brian Crum	\$ 100.00	\$ -
2/27/2025	25R-002	1602464	4027 Newport Drive	IL	Fox River Shores	Repair	John Kapcia	\$ 100.00	\$ -

			Darrel Road Connections	
FY 2024 - 2025 Total:	\$	116,010.00	\$	46,218.60
Approved Budget FY 2024 - 2025	\$	272,664.00	\$	110,040.00
Approved +/- vs. Current YTD	\$	(156,654.00)	\$	(63,821.40)



#### **NMWRD Operations Report**

Date: February 7<sup>th</sup>, 2024

**Prepared by:** Joe Lapastora – Director of Operations

#### Headworks Raw Pump(s) & RAS Pump & RAS VFD:

[*Project Update*] – The District's Headworks continues to operate with three (3) functional raw pumps. Note the fourth and final pump was installed on February 7<sup>th</sup> with startup, VFD programming, and integrations scheduled for March 17<sup>th</sup>. After that date, the headworks will be fully function and will have the necessary programming to rotate all four pumps as part of a normal rotation. More updates regarding Raw Pump #2 startup will be covered on next month's Operations Report.

#### **Lift Station Upgrades:**

[*Project Update*] — This section now tracks major upgrades at all lift stations including wet well rehabilitation, valve vault rehabilitation, control panel installs / internal upgrades to existing control panels, light pole installations, landscaping upgrades, and radio/telemetry buildout (see SCADA section in this report for more information). In mid-February, we successfully completed the valve vault work at our South Shore Lift Station. Recall this valve vault rehabilitation included removal and replacement of all check valves and plug valves within the vault, and also included a sump pump replacement. Furthermore, we successfully completed the wet well and valve vault work at our Lakemoor Lift Station No. 5 in early March. That scope also included an identical R/R of all valves located in the valve vault, while the scope of the wet well work included removal and replacement of the wet well metals including the upper 90s, riser pipes, and base elbows. Recall a P.O. has been issued for the replacement of approximately 60 LF of forcemain to replace the sections of forcemain that were repaired during the December 2024 SSO event. This forecmain replacement will require a bypass and will not be pursued until the Spring. This shall be the last project update section until the forcemain work is scheduled.







LS5 Wet Well Metal Upgrades Includes new base elbows, new stainless steel riser pipes, and new stainless steel upper 90s.









Comparison on old valve (right photo) versus new valve (left photo) at South Shore LS.





District assistance provided to Dahme Mechanical for the valve vault work at South Shore Lift Station.

#### **Plant SCADA and Lift Station SCADA:**

[*Project Update*] – 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, our 24 lift stations. As of today, we have successfully integrated all Holiday Hills and Lakemoor Lift Stations into SCADA, bringing the count of stations connected up to nine (9). For the time being, stations are communicating with our plant SCADA command center via cellular service since the District opted to install MDS orbits with dual capabilities of both cellular and radio/telemetry. Noteworthy upgrades achieved through February include bringing a text modem online for alarm notification and acknowledgement, and issuance of final Lakemoor P.O.s for our Lakemoor Lift Stations to get all stations apples to apples on identical pump controls. This work will be performed over the next 1-2 months concurrently with the upcoming work mentioned on last month's report (i.e. ping testing for radio telemetry). More information will be provided on next month's Operations Report.



#### **Breakroom Upgrades:**

[Project Update] – As of today, we have passed the final inspection(s) for the breakroom upgrades. Through February, our Ops crew maintained an impressive pace and completed final electrical, final plumbing, countertop, lighting, and painting touch ups. Final items include furniture and locker installation. These items have been ordered and should trail in next week, at which point we can finally allow our crew to start using our newly rehabbed breakroom! Recall that future work on the exterior roofing panels and cladding. This work will start in the Spring so this shall be the last project update section until the cladding/roofing work is scheduled.





Final photos of breakroom progress.

#### **NPDES Permit Renewal:**

As of October 1<sup>st</sup>, 2023, the District has been operating under the expired NPDES permit until the new permit arrives. This is typical during most renewal periods and the IEPA requires that we continue to operate under our expired permit until the new permit is processed. I called the IEPA in late Augst to check in on the District's permit renewal and was informed that the delay in the issuance on our new permit was a result of the IEPA implementing new PFAS language into our permit since all treatment plants that treat over 1 million gallons per day (1 MGD) will now include PFAS language to address the recent federally mandated PFAS limits. Additionally, we suspect the delay on IEPA issuing the new permit is related to some Special Condition language regarding Nutrient Trading efforts that NWMRD will spearhead in Illinois.

#### **Miscellaneous Projects/Updates:**

February weather was slightly better than January, however, it still was not very friendly to our equipment. I would be remiss not to mention that our staff did a fantastic job working through these conditions and we should be very proud of them for ensuring our permit levels were met while also ensuring there was no major damage done to our equipment. A majority of February was used to catch back up on our major projects. Of note, we did see an increase in the amount of eOne pump failures this last month that were mostly associated with the cold weather. No other notable updates for February.







#### **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.

## NORTHERN MORAINE WW RECLAMATION DIST WWTP Wastewater Report, February 2025

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	n
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.

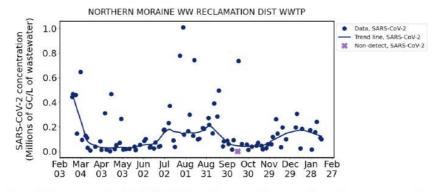


Figure 1. Time series plot of SARS-CoV-2 viral concentrations in millions of gene copies per liter (GC/L) of wastewater. Historical data can be found on the IWSS dashboard, link above.

#### SARS-CoV-2 SAMPLING RESULTS - LAST 8 SAMPLES

Date	SARS-CoV-2 (GC/L)	2025-02-10	112,200
2025-02-12	99,825	2025-02-05	240,750
		2025-02-03	157,650
		2025-01-29	16,425
		2025-01-27	173,100
		2025-01-15	184,200
		2025-01-13	24,750









#### SARS-CoV-2 LINEAGES IN WASTEWATER

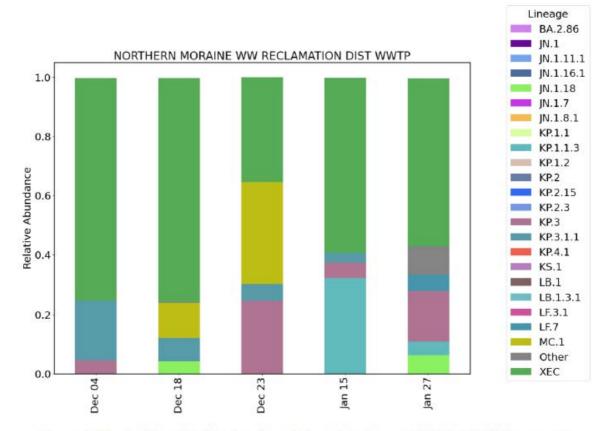


Figure 2. Stacked barplot showing the relative abundances of SARS-CoV-2 lineages in wastewater samples. All lineages in the legend, excluding "Other," are associated with Omicron. The most recently available two months worth of data are shown.







#### **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

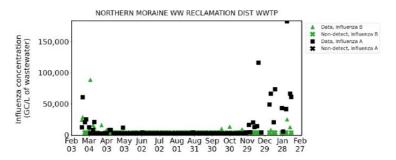


Figure 3. Time series plot of Influenza A/B viral concentrations in gene copies per liter (GC/L) of wastewater. Historical data can be found on the IWSS dashboard, link above.

#### **INFLUENZA A/B SAMPLING RESULTS - LAST 8 SAMPLES**

Date	Influenza A (GC/L)	Influenza B (GC/L)
2025-02-12	60,975	Non-detect
2025-02-10	66,450	12,450
2025-02-05	182,550	24,900
2025-02-03	41,475	Non-detect
2025-01-29	5,475	Non-detect
2025-01-27	43,275	Non-detect
2025-01-15	73,650	Non-detect
2025-01-13	20.625	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.

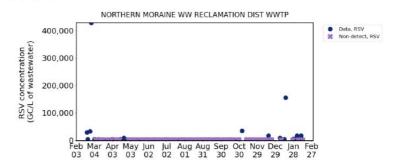


Figure 4. Time series plot of RSV viral concentrations in gene copies per liter (GC/L) of wastewater. Historical data can be found on the IWSS dashboard, link above.

#### **RSV SAMPLING RESULTS - LAST 8 SAMPLES**

Date	RSV (GC/L)
2025-02-12	Non-detect
2025-02-10	16,650
2025-02-05	Non-detect
2025-02-03	16,575
2025-01-29	5,475
2025-01-27	Non-detect
2025-01-15	155,550
2025-01-13	4.125







#### **NMWRD Engineering Report**

Date: March 7<sup>th</sup>, 2025

Prepared by: Jasmin Bait - Junior Engineer

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

[Project Update] – Significant progress was made throughout the month of February. Trine has progressed with open-cut excavation and sanitary sewer main installation along Northeast Shore Dr, specifically the side streets stemming from Northeast Shore Dr in the Le Villa Vaupell subdivision. Trine has begun removing the wells throughout the Holiday Hills side of this project. Additionally, air testing and mandrel testing have been done for the completed runs of the main line thus far. Note that all testing that has been done so far have been pre-tests and all sanitary sewer infrastructure will undergo final testing in mid-April. At this time, all manholes have been installed and 100% of all underground sewer main has been installed. To date, roughly 85% of all sanitary services have been installed and we expect the remainder to be completed within the next few weeks.



Installation of Manhole 78



Installed service tee to 2515 Bittersweet Ave



Installation of Manhole 79



Installed sanitary service to 2506 Michael Ct





#### **Holiday Hills Resident Connections to Sanitary Sewer:**

As the District receives more inquiries for connecting to the new sewer system, Jasmin maintains contact with each resident throughout the process from the time an application is received and up to the final connection inspection. It must be ensured that each hired sewer contractor meets the District's requirements, and that each homeowner receives a septic abandonment permit from the McHenry County Health Department prior to the District issuing a Sanitary Sewer Service Permit. No new connections were made in the month of February. The District looks forward to more homes connecting in the future. As of this time, a total of ten (10) homes are connected out of the total 108 that are eligible for connection.

**Holiday Hills Resident Connections Summary** 

	<u>,</u>	Connection	Date of	Final
Address	Cambuachau	Fee	Payment/	Connection
Address	Contractor	Payment	Financing	Inspection
		Method		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	<b>Bartnick Construction</b>	Financing	2/1/2024	9/10/2024
2909 Holiday Dr	TBD	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	9/12/2024
1204 Sunset Dr	Reiche Plumbing	Financing*	5/1/2024	7/10/2024
2401 Vaupell Dr	Reiche Plumbing	Financing	5/1/2024	8/16/2024
1206 Sunset Dr	Reiche Plumbing	Paid in Full	10/3/2024	TBD
1512 Hickory St	Reiche Plumbing	Paid in Full	10/8/2024	11/22/2024

<sup>\*</sup>Financing contract balance has been satisfied in full

#### **Phosphorus Discharge Optimization Plan:**

[Project Update] – Following the submission of the PDOP Action Item memos to the IEPA, the District has paused the weekly regimen of phosphorus testing related to the Phosphorus Discharge Optimization Plan (PDOP). This will continue until we receive the renewed NPDES Permit, which will dictate the next steps, if any, to meet the 0.5 mg/L Total P limit that will be mandated by 2030. Our overall goal remains 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.







#### 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 in 2023 in the amount of \$24,563.76. Their second payment was received on April 19 in the amount of \$152,602.65. The District reviewed the easement documents from Lakemoor for the Woodman's property that were received on March 3rd and June 8<sup>th</sup>. There are still recorded easements missing that we are waiting to receive. The District is planning to gather all Lakemoor easements directly from the McHenry County Recorder's Office.

#### **Beech Street Senior Lofts (Island Lake):**

[Project Update] - The District received preliminary plans in January 2023 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 of 2023. The lone item the District is waiting for is construction record drawings, which is not expected until full construction is complete.

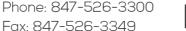
#### **NOBO Provisioning Center (Lakemoor):**

[Project Update] - The District received preliminary plans in July 2023 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 took place in October 2023 and the District completed the final inspection on November 22, 2024. Now the lone item the District is waiting for is construction record drawings.

#### Kelley's Market (Island Lake):

[Project Update] - The District received preliminary plans in October 2023 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 in August 2023 when the roof was replaced and in November 2023 when the soffit and fascia were replaced. In May, the District completed the replacement of the main entrance ramp inhouse. In early June, the District contracted with a sole proprietor, Brian Davis, to complete the installation of siding on the Admin Building. At this time, siding is complete, and the necessary doors and windows have been replaced. Throughout February, progress at the Admin Building has picked up, specifically in the Board Room. Brian has begun building custom organizers for all the District's plan sets in the Board Room closet. Future work in the Admin Building includes removal and replacement of flooring and the door to the Conference Room.





Custom plan set storage

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

The District has advertised positions for Engineering Interns to be hired for this upcoming summer. Interviews will be scheduled throughout the next couple of months as the internships are anticipated to begin in May.





#### **DELINQUENT ACCOUNTS RECAP FOR February 2025**

Revised: 3/4/25 by Elisa Fisher, District Clerk

Island Lake Active Accounts 105 Active Delinquent Accounts

3 418

Notice of Delinquency - 71 customers

Final Notices of Delinquency - 21 customers - Payment plans- 1

Water Shut off Notices - 12 customers - Pending water shut off- 3

Sewer Disconnection -1 customer

Water off - 10 customers

Lakemoor Active Accounts 72 Active Delinquent Accounts

1,668

Notice of Delinquency - 25 customers

Final Notices of Delinquency - 29 customers - Payment plans- 2

Water Shut off Notices -2 customer - Payment plans- 0 Broken payment plan-- 0

Water off - 1 customer Pending water shut off-- 1

Sewer Disconnection - 12 customers

**Port Barrington** Active Accounts 24 Active Delinquent Accounts

55

Notice of Delinquency - 12 customers

Final Notices of Delinquency – 7 customers Payment plans- 0

Sewer Disconnection - 5 customers

Total Delinquent Accounts: 203 Total Active Accounts: 5,642

Delinquent Accounts total (active and inactive customers): \$66,676.16 (Balance includes inactive accts, final accts and

accounts with water shut off)

February 2024's report: \$56,953.82 February 2023's report: \$52,078.95

#### **MONTHLY ACTIVITY**

4658 Monthly Bills mailed 1/1/25 (for February service) 108 Notices

615 Bills not mailed – customers want it emailed or SMS

13 Real Estate closings in February 2025

13 Liens filed in February 2025

0 Liens released in February 2025

108 Notices of Delinquency mailed

57 Final Notices of Delinquency mailed

14 Water Shut Off Notices mailed

18 Sewer Disconnection Notices mailed

14 Water Shut off – Island Lake/ Lakemoor













# **Treasurer Report**

As of January 31, 2025

#### **ASSETS**

#### **Current Assets**

Checking/Savings	Che	ckin	g/Sa	vinas
------------------	-----	------	------	-------

1015 · Cash on Hand	250.00
1016 · Chase - Checking	1,732,075.65
1018 · Chase - Savings	68,506.44
1020 · First Mid Bank Trust	1,171,135.47
1060 ⋅ IL Epay Funds	64,601.58
1070 · JP Morgan Securities	
1082 · Certificates of Deposit	
1082ba · 1082ba BANK AMERICA	100,000.00
1082bc · 1082bc CENTIER BANK WHITING	100,000.00
1082be · 1082be BEAL BK PLANO CD	100,000.00
1082bf · 1082bf HIGHLANDS CMNTY BK	100,000.00
1082b5 · 1082bg UNITED STATES TREASURY	96,204.13
1082bH · 1082bH UNITED STATES TREASURY	191,970.64
Total 1082 · Certificates of Deposit	688,174.77
Total 1070 · JP Morgan Securities	688,174.77
Total Checking/Savings	3,724,743.91

Kenneth A. Michaels, Jr President	Date
Caretina Tellez - Treasurer	Date

# **NMWRD** Profit & Loss Budget vs. Actual May 2024 through January 2025

Notes		May '24 - Jan 25	Budget	\$ Over Budget	% of Budget
4010 - Proporty Tax Income         88,430,93         90,000,00         -7,684.41         20.2%           4300 - Sewer Permit Income         2,400,00         2,000,00         -400,00         120,0%           4500 - Sewer Usage Income         2,438,883.20         3,187,200,00         -748,441.80         76,5%           4510 - Connection Fees         192,463.35         382,704.00         -190,240,65         50,3%           4520 - Penalty Income         66,634.30         90,000.00         2-23,365.70         74,0%           4500 - Refund Income         10,769.83         3,000.00         54,520.78         11,004.2%           4300 - Interest Income         10,769.83         3,000.00         4,918.18         596.2%           4310 - Hauled Waste Income         79,081.01         105,000.00         2,591.19         75.3%           4390 - Engin. & Legal Rev. Fees         0.00         5,000.00         5,000.00         0.0%           4390 - Grants         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Gross Profit         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Expense         5000 - Salaries         78,8270.57         1,017,810.00         -229,539.43         77.4%           5010 - Payroll Tax E	Ordinary Income/Expense				
4990   Replacement Tax Income   2,015.59   10,000.00   7,884.41   20.2%   4300   Sewer Permit Income   2,400.00   2,000.00   4500   50.0%   4500   Sewer Permit Income   2,438,888.20   3,187.200.00   748,341.80   76.5%   4510   Connection Fees   192,463.35   382,704.00   7.48,341.80   76.5%   4500   Connection Fees   192,463.35   382,704.00   7.788.35   3500.3%   4520   Penalty Income   66,634.30   90,000.00   2-23,865.70   74.0%   4600   Refund Income   55,020.78   500.00   54,520.78   11,004.2%   4730   Interest Income   10,769.83   3,000.00   7,788.35   3500.00   7,788.35   3,786.404.00   3,934.761.12   7,59%   3700.00   7,500.0					
4500 - Sewer Desper Intoneme         2,400.00         200.00         748,341.80         76.8%           4510 - Connection Fees         192,483.35         382,704.00         -190,240.65         50.3%           4520 - Penalty Income         66,634.30         90.000.00         2-2,365.70         74.0%           4600 - Refund Income         10,769.83         30.00.00         7.769.83         350.00         7.769.83         359.0%           4900 - Miscellaneous Income         10,769.83         1,000.00         4.961.00         4.961.00         4.961.00         4.961.00         4.961.00         5.000.00         4.961.00         5.000.00         0.00 <td< th=""><th>4010 · Property Tax Income</th><th>88,430.93</th><th>90,000.00</th><th>-1,569.07</th><th>98.3%</th></td<>	4010 · Property Tax Income	88,430.93	90,000.00	-1,569.07	98.3%
4500 - Sewer Usage Income         2438,888.20         3,187,200.00         -748,341.80         76,5%           4520 - Penalty Income         66,634.30         90,000.00         -23,365.70         74.0%           4600 - Refund Income         55,020.78         500.00         54,520.78         11,004.2%           4730 - Interest Income         59,618.0         1,000.00         24,961.80         596.2%           4910 - Hauled Waste Income         79,088.10         105,000.00         -25,911.90         75.3%           4930 - Engin. & Logal Rev. Fees         0.00         5,000.00         -5,000.00         0.0%           4950 - Grants         0.00         5,000.00         -5,000.00         0.0%           4950 - Froit         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Gross Profit         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Expense         5000 - Salaries         788,270.57         1,017,810.00         -229,539.43         77.4%           5010 - Payroll Tax Expense         55,888.32         76,340.00         -0.046.68         73.2%           5013 - Pension Expense - Other         785,72         90.00         0.00         0.00         0.00           5013 - Employee Insurance<	4090 · Replacement Tax Income	2,015.59	10,000.00	-7,984.41	20.2%
4510 Connection Fees         192,483.35         382,704.00         -190,240.65         50.3%           4520 Penalty Income         66,634.30         90,000.00         23,365.70         74.0%           4600 Refund Income         55,020.78         500.00         54,520.78         11,004.2%           4730 Interest Income         10,769.83         3,000.00         7,769.83         359.0%           4910 Hauled Waste Income         79,088.10         105,000.00         -5,500.00         0.0%           4930 Grants         0.00         5,000.00         5,500.00         0.0%           4950 Grants         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Expense           5000 Salaries         788,270.57         1,017,810.00         -229,539.43         77.4%           5010 Payroll Tax Expense         0.00         0.00         0.00         0.0%           5013 Pension Expense         0.00         0.00         0.00         0.0%           5020 Payroll Expenses-other         785,72         900.00         -114.28         87.3%           5030 Employee Insurance         149,259.04         167,380.00         -18,120.96         89.2%           5040 Trainings & Semiars         51,223.47         21,	4300 · Sewer Permit Income	2,400.00	2,000.00	400.00	120.0%
4520 - Penalty Income         66,634.30         90,000.00         -23,365.70         74.0%           4600 - Refund Income         55,020.78         500.00         54,520.78         11,004.2%           4730 - Interest Income         5,961.80         1,000.00         24,961.80         596.2%           4910 - Hauled Waste Income         79,081.10         105,000.00         2,9811.90         75.3%           4930 - Engin. & Legal Rev. Fees         0.00         5,000.00         5,000.00         0.00         0.0%           4950 - Grants         0.00         5,000.00         -5,000.00         0.0%         0.0%           Total Income         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Gross Profit         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Expense         5000 - Salaries         788,270.57         1,017,810.00         -229,539.43         77.4%           5010 - Payroll Tax Expense         55,888.32         76,340.00         -20,451.68         73.2%           5013 - Pension Expense         0.00         0.00         0.00         0.00         0.00         0.00           5020 - Employee Insurance         149,259.04         167,380.00         -11,428         67.3% <t< th=""><th>4500 · Sewer Usage Income</th><th></th><th></th><th>,</th><th></th></t<>	4500 · Sewer Usage Income			,	
4600   Refund Income   55,020.78   500.00   54,520.78   11,004.2%   4730   Interest Income   10,769.83   30,000   7,769.83   339.00   399.0%   4900   Miscellaneous Income   5,961.80   1,000.00   4,961.80   566.2%   4910   Hauled Waste Income   79,088.10   105,000.00   -5,000.00   0.0%   4950   Grants   2,941,642.88   3,876.404.00   9934,761.12   75.9%   4950   Grants   2,941,642.88   3,876.404.00   9934,761.12   75.9%   4950   Grants   2,941,642.88   3,876.404.00   9934,761.12   75.9%   4950   Grants   788,270.57   1,017,810.00   -229,539.43   77.4%   5010   Payroll Tax Expense   55,888.32   76,340.00   -20,451.68   73.2%   5010   Payroll Tax Expense   55,888.32   76,340.00   -20,451.68   73.2%   5010   Payroll Expenses   0,00   0,00   0,00   0,00   6,000   0.00   6,00	4510 · Connection Fees	192,463.35	382,704.00	-190,240.65	50.3%
4730 · Interest Income         10,769.83         3,000.00         7,769.83         35,90%           4910 · Hauled Waste Income         79,088.10         100.00         25,911.90         75.3%           4930 · Engin. & Legal Rev. Fees         0.00         5,000.00         -5,000.00         0.0%           4930 · Grants         0.00         0.00         -5,000.00         0.0%           Total Income         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Gross Profit         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Expense         5000 · Salaries         788,270.57         1,017,810.00         -293,761.12         75.9%           5010 · Payroll Tax Expense         55,888.32         76,340.00         -20,451.68         73.2%           5013 · Pension Expense         0.00         0.00         0.00         0.00         0.00           5020 · Payroll Expenses-other         785.72         900.00         -114.28         87.3%           5030 · Employee Insurance         149,259.04         167,380.00         -114.28         87.3%           5040 · Trainings & Seminars         15,123.47         21,500.00         -6,376.53         70.3%           5050 · Clothing Allowance         3,11	•	· ·	· ·	·	
4900   Miscellaneous Income   5,961.80   1,000.00   2,5911.90   75.3%   4930   Engin. & Legal Rev. Fees   0.00   0.00   0.00   0.00   0.0%   4950   Grants   0.00		•		•	
4910 - Hauled Waste Income         79,088.10         105,000.00         -25,911.90         75.3%           4930 - Engin. & Legal Rev. Fees         0.00         5,000.00         5,000.00         0.00         0.0%           Total Income         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Gross Profit         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Expense         5000 - Salaries         788,270.57         1,017,810.00         -229,539.43         77.4%           5010 - Payroll Tax Expense         55,888.32         76,340.00         -20,451.68         73.2%           5013 - Pension Expense         0.00         0.00         0.00         0.00         0.00         0.00           5020 - Payroll Expenses-other         785.72         900.00         -114.28         87.3%           5050 - Clothing Allowance         149,259.04         167,380.00         -18,120.96         89.2%           5040 - Trainings & Seminars         15,123.47         21,500.00         -6,376.53         70.3%           5060 - IMRF Employer Contribution Exp         55,336.19         76,890.00         -21,553.81         72.0%           5110 - Maintenance-Equipment         22,410.30         45,000.00         12,234.34		•	,	·	
4930 · Engin. & Legal Rev. Fees         0.00         5,000.00         -5,000.00         0.0%           4950 · Grants         0.00         0.00         0.00         0.0%           Total Income         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Gross Profit         2,941,642.88         3,876,404.00         -934,761.12         75.9%           Expense         5000 · Salaries         788,270.57         1,017,810.00         -229,539.43         77.4%           5010 · Payroll Tax Expense         55,888.32         76,340.00         -20,451.68         73.2%           5013 · Pension Expense         0.00			·	·	
4950 · Grants         0.00         0.00         0.00         0.0%           Total Income         2.941,642.88         3,876,404.00         -934,761.12         75.9%           Gross Profit         2.941,642.88         3,876,404.00         -934,761.12         75.9%           Expense         5000 · Salaries         788,270.57         1,017,810.00         -229,539.43         77.4%           5010 · Payroll Tax Expense         55,888.32         76,340.00         -20,451.68         73.2%           5013 · Pension Expense         0.00         0.00         0.00         0.00         0.00           5020 · Payroll Expenses-other         785.72         90.00         -114.28         87.3%           5030 · Employee Insurance         149,259.04         167,380.00         -18,120.96         89.2%           5040 · Trainings & Seminars         15,123.47         21,500.00         -6,376.53         70.3%           5050 · Clothing Allowance         3,111.49         3,400.00         -228,51         91.5%           5100 · Maintenance-Buildings         49,630.16         35,500.00         14,130.16         139,8%           5120 · Maintenance-Utility System         116,181.70         68,000.00         -22,583.70         49,8%           5140 · Maintenance-Utility Syste		· ·	,	·	
Total Income 2,941,642.88 3,876,404.00 -934,761.12 75.9%  Gross Profit 2,941,642.88 3,876,404.00 -934,761.12 75.9%  Expense 5000 · Salaries 788,270.57 1,017,810.00 -229,539.43 77.4%  5010 · Payroll Tax Expense 55,888.32 76,340.00 -20,451.68 73.2%  5013 · Pension Expense 0.00 0.00 0.00 0.00 0.00 5020 Payroll Expenses-other 785.72 900.00 -114.28 87.3%  5030 · Employee Insurance 149,259.04 167,380.00 -18,120.96 89.2%  5040 · Trainings & Seminars 15,123.47 21,500.00 -6,376.53 70.3%  5050 · Clothing Allowance 3,111.49 3,400.00 -288.51 91.5%  5060 · IMRF Employer Contribution Exp 55,386.19 76,880.00 -21,553.81 72.0%  5110 · Maintenance-Vehicles 20,234.34 8,000.00 12,234.34 252.9%  5120 · Maintenance-Utility System 111,618.70 68,000.00 42,3618.70 148.1%  5140 · Maintenance Supplies 714.87 3,000.00 -22,589.70 164.1%  5210 · Operating Supplies 70,222 8,000.00 -1,417.90 45.5%  5230 · Motor Fuel & Lube 7,909.57 14,000.00 -2,855.13 72.8%  5240 · Lab Supplies 9,902.51 2,000.00 -1,147.90 45.5%  5250 · Small Tools 94.449 1,200.00 -25,551 78.7%  5250 · Small Tools 94.449 1,200.00 -2,255.13 78.7%  5260 · Safety Equipment 13,249.04 10,500.00 -2,265.70 87.4%  5250 · Small Tools 94.449 1,200.00 -2,255.13 78.7%  5250 · Small Tools 94.449 1,200.00 -2,255.13 78.7%  5250 · Small Tools 94.449 1,200.00 -2,255.13 78.7%  5250 · Small Tools 94.449 1,200.00 -2,255.70 87.4%  5260 · Safety Equipment 13,249.04 10,500.00 -2,265.70			·	· ·	
Expense   5000   Salaries   788,270.57   1,017,810.00   -229,539.43   77.4%   5010   Payroll Tax Expense   5088.32   76,340.00   -229,539.43   77.4%   5010   Payroll Tax Expense   55,888.32   76,340.00   -20,451.68   73.2%   5013   Pension Expense   0.00   0.00   0.00   0.00   0.00   5020   Payroll Expenses-other   785.72   900.00   -114.28   87.3%   5030   Employee Insurance   149,259.04   167,380.00   -18,120.96   89.2%   5040   Trainings & Seminars   15,123.47   21,500.00   -28,65.53   70.3%   5050   Clothing Allowance   3,111.49   3,400.00   -288.51   91.5%   5060   IMRF Employer Contribution Exp   55,336.19   76,890.00   21,553.81   72.0%   5110   Maintenance-Buildings   49,630.16   35,500.00   14,130.16   139.8%   5120   Maintenance-Equipment   22,410.30   45,000.00   12,243.34   252.9%   5130   Maintenance-Equipment   22,410.30   45,000.00   22,258.70   49.8%   5140   Maintenance-Equipment   39,054.39   55,000.00   -15,945.61   71.0%   5210   Operating Supplies   714.87   3,000.00   -22,281.3   23.8%   5160   Sludge Hauling   39,054.39   55,000.00   -15,945.61   71.0%   5220   Motor Fuel & Lube   7,909.57   4,000.00   -1,187.66   71.0%   5230   Vehicle Supplies   7,022.22   8,000.00   -1,479.00   45.5%   5230   Vehicle Supplies   9,902.51   2,000.00   -1,187.66   71.0%   5245   Miscellaneous Equipment   811.22   2,000.00   -1,187.66   71.0%   5255   Chemicals Expense   78,707.55   88,000.00   -2,258.51   78,7%   5255   Chemicals Expense   78,707.55   88,000.00   -2,258.67   78,7%   5255   Chemicals Expense   7,500.00   7,500.00   -2,256.77   7,00%   5300   Telephone Expense   1,104.08   5,000.00   -2,256.77   7,00%   5400   -2,256.77   7,00%   5400   -2,256.77   7,00%   5400   -2,206.77   7,00%   5400   -2,206.77   7,00%   5400   -2,206.77   7,00%   5400   -2,206.77   7,00%   5400   -2,206.77   7,00%   5400   -2,206.77   7,00%   5400   -2,206.77   7,00%   5400   -2,206.77   7,00%   5400   -2,206.77   7,00%   5400   -2,206.77   7,00%   5400   -2,206.77   7,00%   5400   -2,206.77   7,00%   5400   -2,206.	4950 · Grants	0.00	0.00	0.00	0.0%
Expense	Total Income	2,941,642.88	3,876,404.00	-934,761.12	75.9%
5000 · Salaries         788,270.57         1,017,810.00         -229,539.43         77.4%           5010 · Payroll Tax Expense         55,888.32         76,340.00         -20,451.68         73.2%           5013 · Pension Expense         0.00         0.00         0.00         0.00           5020 · Payroll Expenses-other         785.72         900.00         -114.28         87.3%           5030 · Employee Insurance         149,259.04         167,380.00         -18,120.96         89.2%           5040 · Trainings & Seminars         15,123.47         21,500.00         -6,376.53         70.3%           5050 · Clothing Allowance         3,111.49         3,400.00         -288.51         91.5%           5060 · IMRF Employer Contribution Exp         55,336.19         76,890.00         -21,553.81         72.0%           5110 · Maintenance-Buildings         49,630.16         35,500.00         14,130.16         139.8%           5130 · Maintenance-Vehicles         20,234.34         8,000.00         12,234.34         252.9%           5140 · Maintenance-Utility System         111,618.70         68,000.00         43,618.70         49.8%           5150 · Maintenance Supplies         714.87         3,000.00         -2,285.13         23.8%           5160 · Sludge Hauling	Gross Profit	2,941,642.88	3,876,404.00	-934,761.12	75.9%
5010 - Payroll Tax Expense         55,888.32         76,340.00         -20,451.68         73.2%           5013 - Pension Expense         0.00	Expense				
5013 · Pension Expense         0.00         0.00         0.00         0.00           5020 · Payroll Expenses-other         785.72         900.00         -114.28         87.3%           5030 · Employee Insurance         149,259.04         167,380.00         -6,376.53         70.3%           5040 · Trainings & Seminars         15,123.47         21,500.00         -6,376.53         70.3%           5050 · Clothing Allowance         3,111.49         3,400.00         -288.51         91.5%           5060 · IMRF Employer Contribution Exp         55,336.19         76,890.00         -21,553.81         72.0%           5110 · Maintenance-Buildings         49,630.16         35,500.00         14,130.16         139.8%           5120 · Maintenance-Equipment         22,2410.30         45,000.00         -22,589.70         49,8%           5140 · Maintenance-Utility System         111,618.70         68,000.00         43,618.70         164.1%           5150 · Maintenance Supplies         714.87         3,000.00         -22,258.97         49,8%           5160 · Sludge Hauling         39,054.39         55,000.00         -15,945.61         71.0%           5210 · Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 · Motor Fuel & Lube	5000 · Salaries	788,270.57	1,017,810.00	-229,539.43	77.4%
5020 - Payroll Expenses-other         785.72         900.00         -114.28         87.3%           5030 - Employee Insurance         149,259.04         167,380.00         -18,120.96         89.2%           5040 - Trainings & Seminars         15,123.47         21,500.00         -6,376.53         70.3%           5050 - Clothing Allowance         3,111.49         3,400.00         -288.51         91.5%           5060 - IMRF Employer Contribution Exp         55,336.19         76,890.00         -21,553.81         72.0%           5110 - Maintenance-Buildings         49,630.16         35,500.00         14,130.16         139.8%           5120 - Maintenance-Vehicles         20,234.34         8,000.00         12,234.34         252.9%           5130 - Maintenance-Equipment         22,410.30         45,000.00         -22,589.70         49.8%           5140 - Maintenance Supplies         714.87         3,000.00         -22,589.70         49.8%           5160 - Sludge Hauling         39,054.39         55,000.00         -15,945.61         71.0%           5210 - Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 - Motor Fuel & Lube         7,995.77         14,000.00         -6,090.43         56.5%           5230 - Vehicle Suppli	5010 · Payroll Tax Expense	55,888.32	76,340.00	-20,451.68	73.2%
5030 : Employee Insurance         149,259.04         167,380.00         -18,120.96         89.2%           5040 : Trainings & Seminars         15,123.47         21,500.00         -6,376.53         70.3%           5050 : Clothing Allowance         3,111.49         3,400.00         -288.51         91.5%           5060 : IMRF Employer Contribution Exp         55,336.19         76,890.00         -21,553.81         72.0%           5110 : Maintenance-Wehicles         20,234.34         8,000.00         14,130.16         139.8%           5120 : Maintenance-Equipment         22,410.30         45,000.00         -22,589.70         49.8%           5140 : Maintenance-Bupplies         714.87         3,000.00         -22,589.70         49.8%           5140 : Maintenance Supplies         714.87         3,000.00         -2,285.13         23.8%           5160 : Sludge Hauling         39,054.39         55,000.00         -15,945.61         71.0%           5210 : Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 : Motor Fuel & Lube         7,909.57         14,000.00         -6,090.43         56.5%           5240 : Lab Supplies         1,182.10         2,600.00         -1,417.90         45.5%           5240 : Lab Supplies	5013 · Pension Expense	0.00	0.00	0.00	0.0%
5040 - TrainIngs & Seminars         15,123.47         21,500.00         -6,376.53         70.3%           5050 - Clothing Allowance         3,111.49         3,400.00         -288.51         91.5%           5060 - IMRF Employer Contribution Exp         55,336.19         76,890.00         -21,553.81         72.0%           5110 - Maintenance-Buildings         49,630.16         35,500.00         14,130.16         139.8%           5120 - Maintenance-Vehicles         20,234.34         8,000.00         12,234.34         252.9%           5130 - Maintenance-Equipment         22,410.30         45,000.00         -22,589.70         49.8%           5140 - Maintenance Supplies         714.87         3,000.00         -2,285.13         23.8%           5150 - Maintenance Supplies         714.87         3,000.00         -2,285.13         23.8%           5160 - Studge Hauling         39,554.39         55,000.00         -15,945.61         71.0%           5210 - Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 - Motor Fuel & Lube         7,909.57         14,000.00         -6,090.43         56.5%           5230 - Vehicle Supplies         1,182.10         2,600.00         -1,417.90         45.5%           5240 - Lab Supplies	5020 Payroll Expenses-other	785.72	900.00	-114.28	87.3%
5050 · Clothing Allowance         3,111.49         3,400.00         -288.51         91.5%           5060 · IMRF Employer Contribution Exp         55,336.19         76,890.00         -21,553.81         72.0%           5110 · Maintenance-Buildings         49,630.16         35,500.00         14,130.16         139.8%           5120 · Maintenance-Uelicles         20,234.34         8,000.00         12,234.34         252.9%           5130 · Maintenance-Equipment         22,410.30         45,000.00         -22,589.70         49.8%           5140 · Maintenance-Utility System         111,618.70         68,000.00         -22,589.70         49.8%           5150 · Maintenance Supplies         714.87         3,000.00         -2,285.13         23.8%           5160 · Sludge Hauling         39,054.39         55,000.00         -15,945.61         71.0%           5210 · Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 · Motor Fuel & Lube         7,909.57         14,000.00         -6,090.43         56.5%           5230 · Vehicle Supplies         1,182.10         2,600.00         -1,477.90         45.5%           5240 · Lab Supplies         1,182.10         2,600.00         -1,447.90         45.5%           5250 · Small Tools		149,259.04	167,380.00	-18,120.96	89.2%
5060 IMRF Employer Contribution Exp         55,336.19         76,890.00         -21,553.81         72.0%           5110 Maintenance-Buildings         49,630.16         35,500.00         14,130.16         139.8%           5120 Maintenance-Vehicles         20,234.34         8,000.00         12,234.34         252.9%           5130 Maintenance-Equipment         22,410.30         45,000.00         -22,589.70         49.8%           5140 Maintenance-Utility System         111,618.70         68,000.00         -22,285.13         23.8%           5160 Maintenance Supplies         714.87         3,000.00         -2,285.13         23.8%           5160 Sludge Hauling         39,054.39         55,000.00         -15,945.61         71.0%           5210 Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 Motor Fuel & Lube         7,999.57         14,000.00         -6,990.43         56.5%           5230 Vehicle Supplies         1,182.10         2,600.00         -1,417.90         45.5%           5240 Lab Supplies         9,902.51         20,000.00         -1,147.90         45.5%           5245 Miscellaneous Equipment         81.12         20,000.00         -1,147.90         45.5%           5250 Small Tools         944.49 <th>5040 · Trainings &amp; Seminars</th> <th>15,123.47</th> <th>21,500.00</th> <th>-6,376.53</th> <th>70.3%</th>	5040 · Trainings & Seminars	15,123.47	21,500.00	-6,376.53	70.3%
5060 - IMRR Employer Contribution Exp         55,336.19         76,890.00         -21,553.81         72.0%           5110 · Maintenance-Buildings         49,630.16         35,500.00         14,130.16         139.8%           5120 · Maintenance-Vehicles         20,234.34         8,000.00         12,234.34         252.9%           5130 · Maintenance-Equipment         22,410.30         45,000.00         -22,589.70         49.8%           5140 · Maintenance Supplies         714.87         3,000.00         -22,285.13         23.8%           5160 · Sludge Hauling         39,054.39         55,000.00         -15,945.61         71.0%           5210 · Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 · Motor Fuel & Lube         7,999.57         14,000.00         -6,990.43         56.5%           5230 · Vehicle Supplies         1,182.10         2,600.00         -1,417.90         45.5%           5240 · Lab Supplies         9,902.51         20,000.00         -1,187.78         40.6%           5250 · Small Tools         944.49         1,200.00         -6,297.49         49.5%           5250 · Small Tools         944.49         1,200.00         -2,224.5         39.4%           5260 · Safety Equipment         13,249.04 </th <th></th> <th>3,111.49</th> <th>3,400.00</th> <th>-288.51</th> <th>91.5%</th>		3,111.49	3,400.00	-288.51	91.5%
5110 · Maintenance-Buildings         49,630.16         35,500.00         14,130.16         139.8%           5120 · Maintenance-Vehicles         20,234.34         8,000.00         12,234.34         252.9%           5130 · Maintenance-Equipment         22,410.30         45,000.00         -22,589.70         49.8%           5140 · Maintenance-Utility System         111,618.70         68,000.00         43,618.70         164.1%           5150 · Maintenance Supplies         714.87         3,000.00         -2,285.13         23.8%           5160 · Sludge Hauling         39,054.39         55,000.00         -15,945.61         71.0%           5210 · Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 · Motor Fuel & Lube         7,909.57         14,000.00         -6,090.43         56.5%           5230 · Vehicle Supplies         1,182.10         2,600.00         -1,417.90         45.5%           5240 · Lab Supplies         9,902.51         20,000.00         -10,097.49         49.5%           5245 · Miscellaneous Equipment         811.22         2,000.00         -1,188.78         40.6%           5250 · Small Tools         94.49         1,200.00         -255.51         78.7%           5255 · Chemicals Expense         78,		55,336.19	76,890.00	-21,553.81	72.0%
5130 · Maintenance-Equipment         22,410.30         45,000.00         -22,589.70         49.8%           5140 · Maintenance-Utility System         111,618.70         68,000.00         43,618.70         164.1%           5150 · Maintenance Supplies         714.87         3,000.00         -2,285.13         23.8%           5160 · Sludge Hauling         39,054.39         55,000.00         -15,945.61         71.0%           5210 · Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 · Motor Fuel & Lube         7,909.57         14,000.00         -6,090.43         56.5%           5230 · Vehicle Supplies         1,182.10         2,600.00         -1,417.90         45.5%           5240 · Lab Supplies         9,902.51         20,000.00         -10,097.49         49.5%           5245 · Miscellaneous Equipment         811.22         2,000.00         -1,188.78         40.6%           5250 · Small Tools         944.49         1,200.00         -255.51         78.7%           5255 · Chemicals Expense         78,707.55         88,000.00         -9,292.45         89.4%           5260 · Safety Equipment         13,249.04         10,500.00         2,749.04         126.2%           5330 · Telephone Expense         54,144.08 </th <th></th> <th>49,630.16</th> <th>35,500.00</th> <th>14,130.16</th> <th>139.8%</th>		49,630.16	35,500.00	14,130.16	139.8%
5140 · Maintenance-Utility System         111,618.70         68,000.00         43,618.70         164.1%           5150 · Maintenance Supplies         714.87         3,000.00         -2,285.13         23.8%           5160 · Sludge Hauling         39,054.39         55,000.00         -15,945.61         71.0%           5210 · Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 · Motor Fuel & Lube         7,909.57         14,000.00         -6,090.43         56.5%           5230 · Vehicle Supplies         1,182.10         2,600.00         -1,417.90         45.5%           5240 · Lab Supplies         9,902.51         20,000.00         -10,097.49         49.5%           5245 · Miscellaneous Equipment         811.22         2,000.00         -1,188.78         40.6%           5250 · Small Tools         944.49         1,200.00         -255.51         78.7%           5255 · Chemicals Expense         78,707.55         88,000.00         -9,292.45         89.4%           5260 · Safety Equipment         13,249.04         10,500.00         2,749.04         126.2%           5320 · Telephone Expense         54,144.08         26,890.00         27,254.08         201.4%           5360 · Utilities         159,143.30	5120 · Maintenance-Vehicles	20,234.34	8,000.00	12,234.34	252.9%
5150 · Maintenance Supplies         714.87         3,000.00         -2,285.13         23.8%           5160 · Sludge Hauling         39,054.39         55,000.00         -15,945.61         71.0%           5210 · Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 · Motor Fuel & Lube         7,909.57         14,000.00         -6,090.43         56.5%           5230 · Vehicle Supplies         1,182.10         2,600.00         -1,417.90         45.5%           5240 · Lab Supplies         9,902.51         20,000.00         -10,097.49         49.5%           5245 · Miscellaneous Equipment         811.22         2,000.00         -11,88.78         40.6%           5250 · Small Tools         944.49         1,200.00         -255.51         78.7%           5255 · Chemicals Expense         78,707.55         88,000.00         -9,292.45         89.4%           5260 · Safety Equipment         13,249.04         10,500.00         2,749.04         126.2%           5320 · General Insurance         76,366.50         87,687.00         -11,320.50         87.1%           5330 · Telephone Expense         54,144.08         26,890.00         27,254.08         201.4%           5360 · Utilities         159,143.30         182,0	5130 · Maintenance-Equipment	22,410.30	45,000.00	-22,589.70	49.8%
5160 · Sludge Hauling         39,054.39         55,000.00         -15,945.61         71.0%           5210 · Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 · Motor Fuel & Lube         7,909.57         14,000.00         -6,090.43         56.5%           5230 · Vehicle Supplies         1,182.10         2,600.00         -1,417.90         45.5%           5240 · Lab Supplies         9,902.51         20,000.00         -10,097.49         49.5%           5245 · Miscellaneous Equipment         811.22         2,000.00         -11,188.78         40.6%           5250 · Small Tools         944.49         1,200.00         -255.51         78.7%           5255 · Chemicals Expense         78,707.55         88,000.00         -9,292.45         89.4%           5260 · Safety Equipment         13,249.04         10,500.00         2,749.04         126.2%           5320 · General Insurance         76,366.50         87,687.00         -11,320.50         87.1%           5330 · Telephone Expense         54,144.08         26,890.00         27,254.08         201.4%           5361 · Security System         11,29.40         11,700.00         -570.60         95.1%           5380 · Travel Expense         1,104.08         5,000	5140 · Maintenance-Utility System	111,618.70	68,000.00	43,618.70	164.1%
5210 · Operating Supplies         7,022.22         8,000.00         -977.78         87.8%           5220 · Motor Fuel & Lube         7,909.57         14,000.00         -6,090.43         56.5%           5230 · Vehicle Supplies         1,182.10         2,600.00         -1,417.90         45.5%           5240 · Lab Supplies         9,902.51         20,000.00         -10,997.49         49.5%           5245 · Miscellaneous Equipment         811.22         2,000.00         -1,188.78         40.6%           5250 · Small Tools         944.49         1,200.00         -255.51         78.7%           5255 · Chemicals Expense         78,707.55         88,000.00         -9,292.45         89.4%           5260 · Safety Equipment         13,249.04         10,500.00         2,749.04         126.2%           5320 · General Insurance         76,366.50         87,687.00         -11,320.50         87.1%           5330 · Telephone Expense         54,144.08         26,890.00         27,254.08         201.4%           5361 · Security System         11,129.40         11,700.00         -570.60         95.1%           5380 · Rentals         57.50         1,100.00         -570.60         95.1%           5390 · Travel Expense         1,040.08         5,000.00	5150 · Maintenance Supplies	714.87	3,000.00	-2,285.13	23.8%
5220 · Motor Fuel & Lube         7,909.57         14,000.00         -6,090.43         56.5%           5230 · Vehicle Supplies         1,182.10         2,600.00         -1,417.90         45.5%           5240 · Lab Supplies         9,902.51         20,000.00         -10,097.49         49.5%           5245 · Miscellaneous Equipment         811.22         2,000.00         -1,188.78         40.6%           5250 · Small Tools         944.49         1,200.00         -255.51         78.7%           5255 · Chemicals Expense         78,707.55         88,000.00         -9,292.45         89.4%           5260 · Safety Equipment         13,249.04         10,500.00         2,749.04         126.2%           5320 · General Insurance         76,366.50         87,687.00         -11,320.50         87.1%           5330 · Telephone Expense         54,144.08         26,890.00         27,254.08         201.4%           5360 · Utilities         159,143.30         182,000.00         -22,856.70         87.4%           5380 · Rentals         57.50         1,100.00         -570.60         95.1%           5390 · Travel Expense         1,104.08         5,000.00         -3,895.92         22.1%           5410 · Software Support         53,506.77         31,470.00	5160 · Sludge Hauling	39,054.39	55,000.00	-15,945.61	71.0%
5220 · Motor Fuel & Lube         7,909.57         14,000.00         -6,090.43         56.5%           5230 · Vehicle Supplies         1,182.10         2,600.00         -1,417.90         45.5%           5240 · Lab Supplies         9,902.51         20,000.00         -10,097.49         49.5%           5245 · Miscellaneous Equipment         811.22         2,000.00         -1,188.78         40.6%           5250 · Small Tools         944.49         1,200.00         -255.51         78.7%           5255 · Chemicals Expense         78,707.55         88,000.00         -9,292.45         89.4%           5260 · Safety Equipment         13,249.04         10,500.00         2,749.04         126.2%           5320 · General Insurance         76,366.50         87,687.00         -11,320.50         87.1%           5330 · Telephone Expense         54,144.08         26,890.00         27,254.08         201.4%           5360 · Utilities         159,143.30         182,000.00         -22,856.70         87.4%           5380 · Rentals         57.50         1,100.00         -570.60         95.1%           5390 · Travel Expense         1,104.08         5,000.00         -3,895.92         22.1%           5410 · Software Support         53,506.77         31,470.00		7,022.22	8,000.00	-977.78	87.8%
5240 · Lab Supplies         9,902.51         20,000.00         -10,097.49         49.5%           5245 · Miscellaneous Equipment         811.22         2,000.00         -1,188.78         40.6%           5250 · Small Tools         944.49         1,200.00         -255.51         78.7%           5255 · Chemicals Expense         78,707.55         88,000.00         -9,292.45         89.4%           5260 · Safety Equipment         13,249.04         10,500.00         2,749.04         126.2%           5320 · General Insurance         76,366.50         87,687.00         -11,320.50         87.1%           5330 · Telephone Expense         54,144.08         26,890.00         27,254.08         201.4%           5360 · Utilities         159,143.30         182,000.00         -22,856.70         87.4%           5361 · Security System         11,129.40         11,700.00         -570.60         95.1%           5380 · Rentals         57.50         1,100.00         -1,042.50         5.2%           5390 · Travel Expense         1,104.08         5,000.00         -3,895.92         22.1%           5410 · Software Support         53,506.77         31,470.00         22,036.77         170.0%           5420 · Accounting Service         14,385.31         10,100.00	5220 · Motor Fuel & Lube	7,909.57	14,000.00	-6,090.43	56.5%
5245 · Miscellaneous Equipment         811.22         2,000.00         -1,188.78         40.6%           5250 · Small Tools         944.49         1,200.00         -255.51         78.7%           5255 · Chemicals Expense         78,707.55         88,000.00         -9,292.45         89.4%           5260 · Safety Equipment         13,249.04         10,500.00         2,749.04         126.2%           5320 · General Insurance         76,366.50         87,687.00         -11,320.50         87.1%           5330 · Telephone Expense         54,144.08         26,890.00         27,254.08         201.4%           5360 · Utilities         159,143.30         182,000.00         -22,856.70         87.4%           5361 · Security System         11,129.40         11,700.00         -570.60         95.1%           5380 · Rentals         57.50         1,100.00         -1,042.50         5.2%           5390 · Travel Expense         1,104.08         5,000.00         -3,895.92         22.1%           5410 · Software Support         53,506.77         31,470.00         22,036.77         170.0%           5420 · Accounting Service         14,385.31         10,100.00         4,285.31         142.4%           5430 · Professional Lab Testing         7,491.21         8,000.	5230 · Vehicle Supplies	1,182.10	2,600.00	-1,417.90	45.5%
5250 · Small Tools         944.49         1,200.00         -255.51         78.7%           5255 · Chemicals Expense         78,707.55         88,000.00         -9,292.45         89.4%           5260 · Safety Equipment         13,249.04         10,500.00         2,749.04         126.2%           5320 · General Insurance         76,366.50         87,687.00         -11,320.50         87.1%           5330 · Telephone Expense         54,144.08         26,890.00         27,254.08         201.4%           5361 · Security System         159,143.30         182,000.00         -22,856.70         87.4%           5380 · Rentals         57.50         1,100.00         -570.60         95.1%           5390 · Travel Expense         1,104.08         5,000.00         -3,895.92         22.1%           5410 · Software Support         53,506.77         31,470.00         22,036.77         170.0%           5420 · Accounting Service         14,385.31         10,100.00         4,285.31         142.4%           5430 · Professional Lab Testing         7,491.21         8,000.00         -508.79         93.6%           5435 · Julie Locate Expense         2,197.66         23,500.00         -21,302.34         9.4%           5440 · Engineering Services         0.00         6,	5240 · Lab Supplies	9,902.51	20,000.00	-10,097.49	49.5%
5255 · Chemicals Expense       78,707.55       88,000.00       -9,292.45       89.4%         5260 · Safety Equipment       13,249.04       10,500.00       2,749.04       126.2%         5320 · General Insurance       76,366.50       87,687.00       -11,320.50       87.1%         5330 · Telephone Expense       54,144.08       26,890.00       27,254.08       201.4%         5360 · Utilities       159,143.30       182,000.00       -22,856.70       87.4%         5361 · Security System       11,129.40       11,700.00       -570.60       95.1%         5380 · Rentals       57.50       1,100.00       -1,042.50       5.2%         5390 · Travel Expense       1,104.08       5,000.00       -3,895.92       22.1%         5410 · Software Support       53,506.77       31,470.00       22,036.77       170.0%         5420 · Accounting Service       14,385.31       10,100.00       4,285.31       142.4%         5435 · Julie Locate Expense       2,197.66       23,500.00       -21,302.34       9.4%         5440 · Engineering Services       0.00       6,000.00       -6,000.00       0.0%	5245 · Miscellaneous Equipment	811.22	2,000.00	-1,188.78	40.6%
5260 · Safety Equipment       13,249.04       10,500.00       2,749.04       126.2%         5320 · General Insurance       76,366.50       87,687.00       -11,320.50       87.1%         5330 · Telephone Expense       54,144.08       26,890.00       27,254.08       201.4%         5360 · Utilities       159,143.30       182,000.00       -22,856.70       87.4%         5361 · Security System       11,129.40       11,700.00       -570.60       95.1%         5380 · Rentals       57.50       1,100.00       -1,042.50       5.2%         5390 · Travel Expense       1,104.08       5,000.00       -3,895.92       22.1%         5410 · Software Support       53,506.77       31,470.00       22,036.77       170.0%         5420 · Accounting Service       14,385.31       10,100.00       4,285.31       142.4%         5430 · Professional Lab Testing       7,491.21       8,000.00       -508.79       93.6%         5435 · Julie Locate Expense       2,197.66       23,500.00       -21,302.34       9.4%         5440 · Engineering Services       0.00       6,000.00       -6,000.00       0.0%	5250 · Small Tools	944.49	1,200.00	-255.51	78.7%
5320 · General Insurance       76,366.50       87,687.00       -11,320.50       87.1%         5330 · Telephone Expense       54,144.08       26,890.00       27,254.08       201.4%         5360 · Utilities       159,143.30       182,000.00       -22,856.70       87.4%         5361 · Security System       11,129.40       11,700.00       -570.60       95.1%         5380 · Rentals       57.50       1,100.00       -1,042.50       5.2%         5390 · Travel Expense       1,104.08       5,000.00       -3,895.92       22.1%         5410 · Software Support       53,506.77       31,470.00       22,036.77       170.0%         5420 · Accounting Service       14,385.31       10,100.00       4,285.31       142.4%         5430 · Professional Lab Testing       7,491.21       8,000.00       -508.79       93.6%         5435 · Julie Locate Expense       2,197.66       23,500.00       -21,302.34       9.4%         5440 · Engineering Services       0.00       6,000.00       -6,000.00       0.0%	5255 · Chemicals Expense	78,707.55	88,000.00	-9,292.45	89.4%
5330 · Telephone Expense       54,144.08       26,890.00       27,254.08       201.4%         5360 · Utilities       159,143.30       182,000.00       -22,856.70       87.4%         5361 · Security System       11,129.40       11,700.00       -570.60       95.1%         5380 · Rentals       57.50       1,100.00       -1,042.50       5.2%         5390 · Travel Expense       1,104.08       5,000.00       -3,895.92       22.1%         5410 · Software Support       53,506.77       31,470.00       22,036.77       170.0%         5420 · Accounting Service       14,385.31       10,100.00       4,285.31       142.4%         5430 · Professional Lab Testing       7,491.21       8,000.00       -508.79       93.6%         5435 · Julie Locate Expense       2,197.66       23,500.00       -21,302.34       9.4%         5440 · Engineering Services       0.00       6,000.00       -6,000.00       0.0%	5260 · Safety Equipment	13,249.04	10,500.00	2,749.04	126.2%
5360 · Utilities       159,143.30       182,000.00       -22,856.70       87.4%         5361 · Security System       11,129.40       11,700.00       -570.60       95.1%         5380 · Rentals       57.50       1,100.00       -1,042.50       5.2%         5390 · Travel Expense       1,104.08       5,000.00       -3,895.92       22.1%         5410 · Software Support       53,506.77       31,470.00       22,036.77       170.0%         5420 · Accounting Service       14,385.31       10,100.00       4,285.31       142.4%         5430 · Professional Lab Testing       7,491.21       8,000.00       -508.79       93.6%         5435 · Julie Locate Expense       2,197.66       23,500.00       -21,302.34       9.4%         5440 · Engineering Services       0.00       6,000.00       -6,000.00       0.0%	5320 · General Insurance	76,366.50	87,687.00	-11,320.50	87.1%
5361 · Security System       11,129.40       11,700.00       -570.60       95.1%         5380 · Rentals       57.50       1,100.00       -1,042.50       5.2%         5390 · Travel Expense       1,104.08       5,000.00       -3,895.92       22.1%         5410 · Software Support       53,506.77       31,470.00       22,036.77       170.0%         5420 · Accounting Service       14,385.31       10,100.00       4,285.31       142.4%         5430 · Professional Lab Testing       7,491.21       8,000.00       -508.79       93.6%         5435 · Julie Locate Expense       2,197.66       23,500.00       -21,302.34       9.4%         5440 · Engineering Services       0.00       6,000.00       -6,000.00       0.0%	5330 · Telephone Expense	54,144.08	26,890.00	27,254.08	201.4%
5380 · Rentals         57.50         1,100.00         -1,042.50         5.2%           5390 · Travel Expense         1,104.08         5,000.00         -3,895.92         22.1%           5410 · Software Support         53,506.77         31,470.00         22,036.77         170.0%           5420 · Accounting Service         14,385.31         10,100.00         4,285.31         142.4%           5430 · Professional Lab Testing         7,491.21         8,000.00         -508.79         93.6%           5435 · Julie Locate Expense         2,197.66         23,500.00         -21,302.34         9.4%           5440 · Engineering Services         0.00         6,000.00         -6,000.00         0.0%	5360 · Utilities	159,143.30	182,000.00	-22,856.70	87.4%
5390 · Travel Expense       1,104.08       5,000.00       -3,895.92       22.1%         5410 · Software Support       53,506.77       31,470.00       22,036.77       170.0%         5420 · Accounting Service       14,385.31       10,100.00       4,285.31       142.4%         5430 · Professional Lab Testing       7,491.21       8,000.00       -508.79       93.6%         5435 · Julie Locate Expense       2,197.66       23,500.00       -21,302.34       9.4%         5440 · Engineering Services       0.00       6,000.00       -6,000.00       0.0%	5361 · Security System	11,129.40	11,700.00	-570.60	95.1%
5410 · Software Support       53,506.77       31,470.00       22,036.77       170.0%         5420 · Accounting Service       14,385.31       10,100.00       4,285.31       142.4%         5430 · Professional Lab Testing       7,491.21       8,000.00       -508.79       93.6%         5435 · Julie Locate Expense       2,197.66       23,500.00       -21,302.34       9.4%         5440 · Engineering Services       0.00       6,000.00       -6,000.00       0.0%	5380 · Rentals	57.50	1,100.00	-1,042.50	
5420 · Accounting Service       14,385.31       10,100.00       4,285.31       142.4%         5430 · Professional Lab Testing       7,491.21       8,000.00       -508.79       93.6%         5435 · Julie Locate Expense       2,197.66       23,500.00       -21,302.34       9.4%         5440 · Engineering Services       0.00       6,000.00       -6,000.00       0.0%	5390 · Travel Expense	1,104.08	5,000.00	-3,895.92	22.1%
5430 · Professional Lab Testing       7,491.21       8,000.00       -508.79       93.6%         5435 · Julie Locate Expense       2,197.66       23,500.00       -21,302.34       9.4%         5440 · Engineering Services       0.00       6,000.00       -6,000.00       0.0%	5410 · Software Support	53,506.77	31,470.00	22,036.77	170.0%
5435 · Julie Locate Expense       2,197.66       23,500.00       -21,302.34       9.4%         5440 · Engineering Services       0.00       6,000.00       -6,000.00       0.0%	5420 · Accounting Service	14,385.31	10,100.00	·	
<b>5440 · Engineering Services</b> 0.00 6,000.00 -6,000.00 0.0%	5430 · Professional Lab Testing	7,491.21	8,000.00	-508.79	93.6%
	5435 Julie Locate Expense	2,197.66	23,500.00	-21,302.34	9.4%
<b>5450 · Legal Expenses</b> 84,572.00 76,500.00 8,072.00 110.6%	5440 · Engineering Services	0.00	6,000.00	-6,000.00	0.0%
	5450 · Legal Expenses	84,572.00	76,500.00	8,072.00	110.6%

# **NMWRD** Profit & Loss Budget vs. Actual May 2024 through January 2025

	May '24 - Jan 25	Budget	\$ Over Budget	% of Budget
5460 · Permit Fees	500.00	18,000.00	-17,500.00	2.8%
5480 · Other Professional Services	138,774.57	137,800.00	974.57	100.7%
5510 · Office Supplies	8,444.66	8,000.00	444.66	105.6%
5520 · Postage	26,171.13	25,000.00	1,171.13	104.7%
5530 · Website Expense	519.56	2,000.00	-1,480.44	26.0%
5540 · Printing & Publishing	8,286.98	9,300.00	-1,013.02	89.1%
5550 · Publications & Subscriptions	985.37	200.00	785.37	492.7%
5560 · Membership Dues	9,242.44	4,380.00	4,862.44	211.0%
5630 · Bank Service Charges	8,869.01	12,600.00	-3,730.99	70.4%
5640 · Interest Expense	21,929.97	47,824.00	-25,894.03	45.9%
5710 · Miscellaneous Expense	44.74	500.00	-455.26	8.9%
5810 · Refunds	449.24	100.00	349.24	449.2%
Total Expense	2,119,481.74	2,460,671.00	-341,189.26	86.1%
Net Ordinary Income	822,161.14	1,415,733.00	-593,571.86	58.1%
Other Income/Expense				
Other Income		===		0.40/
4810 · Bond Proceeds & Interest	769,206.75	8,498,572.00	-7,729,365.25	9.1%
4995 · Grants & Contributions	2,512,576.61	7,094,027.02	-4,581,450.41	35.4%
Total Other Income	3,281,783.36	15,592,599.02	-12,310,815.66	21.0%
Other Expense				
6010 · Office Equipment over \$500	4,203.40	6,500.00	-2,296.60	64.7%
6030 · Capitalized Treatment Upgrade	3,617,432.26	13,846,000.00	-10,228,567.74	26.1%
6040 · Bond Principal Payable	0.00	705,000.00	-705,000.00	0.0%
6070 · Building Improvements	66,238.33	21,000.00	45,238.33	315.4%
Total Other Expense	3,687,873.99	14,578,500.00	-10,890,626.01	25.3%
Net Other Income	-406,090.63	1,014,099.02	-1,420,189.65	-40.0%
Net Income	416,070.51	2,429,832.02	-2,013,761.51	17.1%



#### **AGENDA ITEM #9A**

Meeting Date: March 10, 2025

<u>Item:</u> Pending Trustee Appointments

**Staff Recommendation:** Board Discretion

**Staff Contact:** Mohammed M. Haque, District Manager

#### Background:

The term of office for Trustees Tim Brunn and John Ragland will come to an end on April 30, 2025 and the process to provide for the appointment or reappointment of the trustee positions are underway. Three applications has been received for the pending vacancies and are attached for the Board to review. Two of the applicants are from Lakemoor and one applicant is from Island Lake.

#### **Recommendation:**

The Board adopted resolution 12-01 in 2012 in order to establish a clear-cut procedure to be followed each year as trustee's terms are coming to an end. The resolution was amended in 2023, as Resolution 23-05 to allow for the appointment of a representative from Holiday Hills. It is recommended that the Board follow the procedure to the extent needed at its discretion. The content of resolution 23-05 is as follows:

- 1. No later than ninety (90) days in advance of the second Monday in April before the end of a Trustee's term (the "Appointment Date"), the District Clerk shall publish a Public Notice in the largest daily newspaper serving the majority of the District's service area announcing an opening on the District Board. That notice shall specify the Village or Villages from which a trustee vacancy will occur based on the Board Distribution and invite interested persons ("Candidates") to submit: (a) a written letter of application, including contact information; (b) a resume including a listing of qualifications; and (c) references and/or letters of recommendation. The Public Notice shall include a deadline for receiving applications such that they are available for review at the regular Board Meeting two (2) months preceding the Appointment Date. If a Candidate resides in unincorporated Lake or McHenry County, and his or her residence has been annexed into the District, such Candidate may apply as if he or she resided in the represented Village (i.e., Island Lake, Lakemoor, or Port Barrington or Holiday Hills), closest to his or her residence.
- 2. All Candidate applications received shall be forwarded to the District Board in the board packet for the regularly scheduled District Board meeting not less than two months prior to the Appointment Date. The District Clerk shall include a certification whether a Candidate is a resident of the Village from which a trustee is being sought or resides within the District's service area or is a customer of the District. Candidates shall be invited to attend a meeting of the District Board to discuss their interest in serving on the District Board. The District Board shall use this opportunity, at the Board's discretion, to interview and vet the Candidates to confirm their qualifications, the sincerity of their interest in serving, and to determine the Candidates' understanding of the need to serve the best interest of the District even when those interests conflict with the interests of the community within which they reside. This process shall be conducted during the open, public session of the meeting.

Phone: 847-526-3300







- 3. Following the District Board meeting at which Candidates are interviewed, the District Board shall continue consideration of the Candidates to the next District Board meeting. In the interim, any District Board member may confer with not more than one other District Board member at a time regarding the qualifications and respective merits of the Candidates.
- 4. At the District Board meeting convened not less than one month before the Appointment Date, the District Board shall consider any recommendation on any particular Candidate or Candidates. Should the Board vote to recommend any one specific Candidate or Candidates, the Board President shall direct the District Manager to forward a letter of recommendation conveying the District Board's recommendation or recommendations, along with the applications of all Candidates received to the members of the Appointing Authority.
- 5. The final appointment or reappointment is entirely at the discretion of the Appointing Authority. The appointed Trustee, upon qualifications per the 1917 Act, shall be sworn in and seated at the first regularly scheduled board meeting following the appointment, subject to the requirements of the 1917 Act.
- 6. In the event of a sitting Trustee's term ends prior to an appointment or reappointment being made, that Trustee shall continue to serve until reappointed or replaced by the Appointing Authority.
- 7. In the event that a mid-term vacancy occurs, the District Clerk shall initiate this process as soon as practicable and the deadlines for submission of applications and process may be shortened to accommodate any legal requirements of the Appointing Authority under the 1917 Act.

Phone: 847-526-3300

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

#### Timothy R. Brunn

923 Knightsbridge Dr. Island Lake, IL 60042

Cell (847) 489-3850 Tbrunn@sbcglobal.net

#### Summary

I am an exceptional problem solver with a customer-centric approach. With 40 years of experience, I understand both the personal and technical aspects of situations. My management style combines team building with removing obstacles for team members. My expertise in human interaction and electronic/mechanical systems enhances customer service and fosters team pride. I use research, customer interaction, and logic to design and implement effective solutions. My strongest trait is identifying and resolving issues efficiently. I am dedicated, creative, ethical, and work well as a team builder, member, or independently.

#### **Professional Experience**

#### FANUC America Corporation, Hoffman Estates IL.

Jun 1994 ~ Current

World leader in CNC & Robotics for automated manufacturing systems.

#### Manager, National Call Center Manager

Jan 2017 ~ Current

 Managing configurations for optimum efficiency and ensured systems are running properly of a call center of 150 personnel in multiple departments.

#### **Manager, Service Contracts**

*Mar 2001 ~ Current* 

- Responsible for yearly revenue of over \$ 10 Million
- Implemented and maintained Oracle modules relating to Customers, Installed Base, Service Contracts, and Field service.
- Monitor profitability and potential abuse by customers of service contracts. Developed flags to heighten awareness of potential problems and loss of revenue.

#### Manager, CNC Field Service and Technical Call center.

May1998 ~ Mar 2001

- Built a cohesive team of 15 field service engineers with different backgrounds and skill sets to work as one group.
- Provided detailed technical phone support for end users and field service engineers in multiple types of CNC systems.
- Optimized daily scheduling and preparation of our field engineers, taking into account engineer technical strengths and customer needs.

#### Senior Service Engineer, Field and Technical Support.

Jun1994 ~ May 1998

- Highly skilled engineer utilizing logic, planning and common sense to come to solutions for the fast and efficient repair of equipment.
- Repaired and supported computer control systems (CNC's) using FANUC products, to external and internal customers throughout the Midwest area.
- CNC equipment includes computer control systems, High voltage DC power supplies, high accuracy DC and AC motor controls, inverters, I/O and communication hardware.

#### **Decision One Corporation - Itasca IL.**

Aug 1984 ~ May 1994

Service Company for Small Mainframes & PC based computer systems

#### Senior Field Service Engineer.

- Combined with a background of construction, mechanical and electrical systems, I
  developed a logical and intuitive approach to solving problems. This enabled me to excel at
  installation, training, troubleshooting, and repair of hardware for the midrange server and PC
  based systems.
- Maintained a customer base of approximately 127 customers with over 1500 pieces of equipment in the northwest Chicago area

#### **Education and Training**

Roosevelt University, Schaumburg IL. – Business	Major	2003~ 2007
American Management Association – Chicago IL.	1998 - 2002	
DeVry Institute of Technology Lombard IL Computer	1982 ~ 1984	

#### **Associations**

#### Knights of Columbus - Wauconda IL.

2004~Current

An organization tasked to provide charitable assistance within the local and worldwide communities

- 4 Time Grand Knight
  - o Lead and organized various charity events that assist the local communities.

#### Transfiguration Parish - Wauconda IL.

2004~Current

- Serve in the Communication, Education, Event, & Technology ministries
- Transfiguration Catholic School Board

1999~2005

- Worked to expand the Student Recruitment, Marketing and Public Relation plans for the school
- o Examined and implemented opportunities for school improvement.

#### References provided as requested

### John R. Ragland 1591 Anthony Lane Lakemoor, Illinois 60051

To:

Senator Craig Wilcox

10 February 2025

Representative Martin McLaughlin

Representative Tom Weber Representative Steven Reick

Thru: Mr. Mohammed Hague, District Manager

Northern Moraine Wastewater Reclamation District (NMWRD)

Subject: NMWRD Trustee re-appointment

Dear Legislators,

This letter serves as my request for re-appointment to the NMWRD Board of Trustees for term beginning May 2025 and ending April 2028.

I was appointed to the NMWRD board of trustees in 2007 and currently serve as its vice president, and I have served as its treasurer at various times. In addition, I have previously served on the Village of Lakemoor Board of Trustees from 2002 to 2007. Attached is a brief summary of my professional career, affiliations, and education.

Your consideration of my request for re-appointment to the NMWRD board will be greatly appreciated.

Very Respectfully Yours,

John R. Ragland

Trustee, NMWRD 1 Attachment (as)

### JOHN R. RAGLAND Summary

#### Professional brief:

Civilian: I have retained extensive knowledge in the workings of wastewater management beginning with the U.S. Environmental Protection Agency (US EPA), Water Division, Construction Grants Branch (wastewater facilities construction) from 1976 to 1979. Other Federal service was with the Department of Energy, conservation grants; and the Department of the Army; all encompassing over 53 years. Before my retirement in 2020, my last assignment was with the U.S. Army Reserve Command as a national personnel and information security professional for over 17 years. In addition to that to that assignment, I was the 85<sup>th</sup> Division's command intelligence oversight officer.

Military: I retired from the U.S. Army Reserves in 2006 with 8 years enlisted and 30 years commissioned service. In 1968 I was stationed and the Addison, IL Nike Hercules missile site as a launcher missile crewman, and radar computer operator. I was commissioned in 1976 and served in several staff and command positions. I possessed military branch qualifications in engineering (vertical and horizontal construction), infantry, and logistics (maintenance, transportation, and supply). I also performed two tours of active duty as an engineer in facilities and construction management. My last military assignment was on First U.S. Army's general staff where I was appointed as the senior state emergency preparedness liaison officer to the state of Illinois.

#### Education:

Northeastern Illinois University BA U.S. Army Command and General Staff College

#### Affiliations:

Reserve Officers Association, life member
Military Order of World Wars, life member
Wauconda American Legion, sustaining member
Barrington Cultural Arts Center/ Barrington Area Artists Association; Barrington Bank and Trust Gallery
Coordinator from 2009 to 2020
Hope Lutheran Church, Long Grove, IL, charter member
Lifelong registered Republican

#### Personal:

I have been married to my wife Gail for over 52 years. Together we have two daughters and four grandsons. Also, we have been residents of Lakemoor for 25 years.

My hobby interests are in the visual arts; working in, oil, watercolors, ink, and pastels.

Kerri Danicic
32873 N. Weathervane Lane
Lakemoor, IL 60051
312-217-1233
kerridanicic@gmail.com

CAREER GOAL:

To obtain a position that offers challenge and an opportunity to excel for those who Merit advancement and responsibility.

WORK EXPERIENCE:

Northwest Dental Health & Aesthetics, IL – Insurance, Billing and Treatment Coordinator (April 2018-present) 6 yrs - Dentrix software

My main job responsibilities are Insurance Verifications, Collections & Billing. I present treatment plans, make financial arrangements and offer care credit. I submit insurance claims, pre-estimates along with import and export x-rays through email. I have experience with Dentrix software. I am aware of how important our patients are and how they trust us. I want to be the one that your patients trust and go to if they have any questions. My job skills go beyond the experience of most others. I am an all-around team player and very dependable.

Washington Dental Excellence, IL – Insurance & Billing Coordinator - (June 2017 – April 2018) Dentrix Software

Being in the customer service industry for over 25 years has made a world of difference on how I handle all situations. I am easy to coach and have a great way of speaking to others. My responsibilities are to collect balances, submit & follow up with dental insurance companies and assure that the patients are getting the right treatment that is needed. My goal is to make sure everyone leaves our office happy.

### Grand Dental Lake Zurich, IL - Team Leader/Manager

(February 2016 - June 2017) 1 yr - Eaglesoft Software

My main responsibilities are to make sure my team is focused on their patients and their day runs smoothly. Customer service is a large part of my job duties along with multitasking in answering the phones, answering accounting & insurance questions, while filling the schedule. I have a lot of experience with treatment planning, financial arrangements & care credit. I can import & export x-rays to email, fax, & scan. I have worked with Eaglesoft for over 18 years working the recall system and quick fill was my main territory. I am confident that my customer service skills are outstanding. I'm reliable, dependable, and very trustworthy. I have kept the office up & running during our move, seamlessly.

### Periodontics and Implant Dentistry, IL- Surgical Assistant- Front Desk

(Nov 1998-February 2016) 18 yrs - Eaglesoft Software

My main responsibilities were insurance (experience with medical billing also) and managing all patient accounts that include billing and collections. I am also helpful with answering calls to help make appointments, confirm appointments, and faxing, emailing, recalls, scanning/posting digital x-rays, checking chart notes, managing the scheduler, dropbox, consulting surgical patients & calling in medications, my surgical responsibilities were assisting the Surgeons in surgeries, consultations, post-ops and cleanings while comforting the patient as best

I can. I also have a large hand on removing sutures, and taking digital x-rays and panoramic films, sterilizing several instruments and pouring up models. I was also the inventory coordinator, responsible for ordering everything on our supply list from surgical instruments, graft material to cleaning supplies.

Hwacheon Machinery America, Buffalo Grove IL- Administrative Assistant (Oct 1996 - April 1997)

My responsibilities included customer service, filing accounts, faxing and copying. I have also worked frequently with dealers and representatives all over the United States regarding payment plans, purchase orders and various other needs. I have coordinated productions via UPS, Airborne Express and Federal Express. My computer skills include Microsoft Word, Excel and Power Point.

**Dr. Michael Savit**, Libertyville IL-Receptionist (March 1996 - Oct 1996) Temporary Position

My responsibilities included data entry of patient histories and ongoing care, scheduling patient appointments, and maintaining voluminous filing systems.

Evanston Hospital, Evanston IL- Medical records Clerk/Receptionist (Dec 1995 – March 1996)

Responsibilities were for medical records retention and all clerical duties as the only personnel in the Medical Records Department. I've researched patient's charts while responding to numerous questions from Doctors, Nurses and other medical staff. I compiled detailed information to integrate into patient files.

Phar-mor, Burbank IL- Cashier/Video Asst. Manager

(Nov 1993 – Dec 1995)

Responsibilities include cashiering, maintaining stock inventory, and was promptly promoted to Video manager.

**EDUCATION:** 

Daley College, Chicago IL

1991-1995

Associate's degree in liberal arts

**INTERESTS:** 

Family/Travel/Exercising/Sports & Health

REFERENCES:

Upon requests

Michael L. Savitt, M.D. Brian J. Jacobs, M.D.

# North Shore Glaucoma Center & Eye Physicians

Julie B. Pearlman, M.D. Yana Kiesau, M.D.



January 24, 2025

To Whom It May Concern,

I have known Kerri Danici for several years as a co-worker. She has a bright and energetic personality. She is a mom, wife and very involved in her community. I know her to be reliable and responsible as well. She would be an asset to any company.

Thank you,

Hill Strohl

Office Manager for

North Shore Glaucoma Center

#### **LEGAL NOTICE**

The NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT announces that two positions will become open for appointment to the Board of Trustees with a term of office from May 1, 2025, through April 30, 2028. Any interested person residing within the corporate boundaries of the Village of Island Lake and the Village of Lakemoor may apply for this position. Applications for the position should be in writing and include name, address, telephone number, a complete resume and letter(s) of reference or recommendation.

Applications will be accepted in person at the NMWRD office, 113 Timber Trail, Island Lake, IL or by mail to PO Box 240, Island Lake, IL 60042 until 2:00 p.m. on Monday, February 28, 2025. At that time the District Clerk will forward all applications to the appropriate appointing authorities within the Illinois General Assembly for consideration.

Elisa Fisher, District Clerk Northern Moraine Wastewater Reclamation District Island Lake, IL

## Northwest Herald

# Description:OPEN TRUSTEE POSITIONS 2219225

NORTHERN MORAINE WASTE WATER RECLAMATION PO BOX 240 ISLAND LAKE IL 60042

Shaw Media certifies that it is the publisher of the Northwest Herald. The Northwest Herald is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Crystal Lake, County of McHenry, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Northwest Herald, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 01/14/2025

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by John Rung, its Publisher, at Crystal Lake, Illinois, on 14th day of January, A.D. 2025

Shaw Media By:

John Rung, Publisher

Account Number 10002435

Amount \$82.50

## PUBLIC NOTICE

LEGAL NOTICE
The NORTHERN MORAINE
WASTEWATER
RECLAMATION DISTRICT
announces that tw

announces that two positions will become open for appointment to the Board of Trustees with a term of office from May 1, 2025, through April 30, 2028. Any interested person residing within the corporate boundaries of the Village of Island Lake and the Village of Lakemoor may apply for this position. Applications for the position should be in writing and include name, address, telephone number, a complete resume and letter (s) of reference or recommendation.

Applications will be accepted in person at the NMWRD office, 113 Timber Trail, Island Lake, IL or by mail to PO Box 240, Island Lake, IL 60042 until 2:00 p.m. on Monday, February 28, 2025. At that time the District Clerk will forward all applications to

the appropriate appointing authorities within the Illinois General Assembly for consideration.
Elisa Fisher, District Clerk Northern Moraine
Wastewater Reclamation
District Island Lake, IL

(Published in the Northwest Herald January 14, 2025) 2219225

#### **RESOLUTION NO. 23-05**

# A RESOLUTION AMENDING RESOLUTION NO. 12-01 RELATING TO APPOINTMENT OF DISTRICT TRUSTEES

**WHEREAS,** the Northern Moraine Wastewater Reclamation District (the "*District*") exists and operates pursuant to the Sanitary District Act of 1917, 70 ILCS 2405/0.1 et seq. (the "1917 Act"); and

WHEREAS, pursuant to the 1917 Act, the Trustees of the District are to be appointed by the members of the General Assembly whose legislative districts encompass any portion of the District (the "Appointing Authority"); and

WHEREAS, in order to assist the Appointing Authority in its selection of Trustees to the District and to help ensure broad representation on the Board of Trustees of the District (the "District Board"), the District Board had adopted its Resolution No. 12-01 to provide a procedure for vetting candidates to serve on the District Board; and

WHEREAS, in light of recent expansions in the service area of the District, the District Board has determined that it is desirable and appropriate to amend Resolution 12-01 as hereinafter set forth so that representation on the District Board may include residents of each of the following villages: (a) Island Lake; (b) Lakemoor; and (c) Port Barrington or Holiday Hills (a "Village" or collectively the "Villages"); and

WHEREAS, consistent with historic practices and the relative distribution of District customers, it is desirable and appropriate that the appointment of District Trustees should be allocated as follows: (a) two residents of Island Lake; (b) two residents of Lakemoor; and (c) one resident of either Port Barrington or Holiday Hills (the "Board Distribution");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, Lake and McHenry Counties, State of Illinois, as follows:

<u>SECTION 1</u>: <u>Recitals</u>. The foregoing recitals are incorporated into this Resolution as if fully set forth herein.

SECTION 2: <u>Amended Trustee Appointment Protocols</u>. The District shall implement the following policy and procedure in connection with the appointment or reappointment of District Board members and to fill vacancies thereon:

- 1. No later than ninety (90) days in advance of the second Monday in April before the end of a Trustee's term (the "Appointment Date"), the District Clerk shall publish a Public Notice in the largest daily newspaper serving the majority of the District's service area announcing an opening on the District Board. That notice shall specify the Village or Villages from which a trustee vacancy will occur based on the Board Distribution and invite interested persons ("Candidates") to submit: (a) a written letter of application, including contact information; (b) a resume including a listing of qualifications; and (c) references and/or letters of recommendation. The Public Notice shall include a deadline for receiving applications such that they are available for review at the regular Board Meeting two (2) months preceding the Appointment Date. If a Candidate resides in unincorporated Lake or McHenry County, and his or her residence has been annexed into the District, such Candidate may apply as if he or she resided in the represented Village (i.e., Island Lake, Lakemoor, or Port Barrington or Holiday Hills), closest to his or her residence.
- 2. All Candidate applications received shall be forwarded to the District Board in the board packet for the regularly scheduled District Board meeting not less than two months prior to the Appointment Date. The District Clerk shall include a certification whether a Candidate is a resident of the Village from which a trustee is being sought or resides within the District's service area or is a customer of the District. Candidates shall be invited to attend a meeting of the District Board to discuss their interest in serving on the District Board. The District Board shall use this opportunity, at the Board's discretion, to interview and vet the Candidates to confirm their qualifications, the sincerity of their interest in serving, and to determine the Candidates' understanding of the need to serve the best interest of the District even when those interests conflict with the interests of the community within which they reside. This process shall be conducted during the open, public session of the meeting.
- 3. Following the District Board meeting at which Candidates are interviewed, the District Board shall continue consideration of the Candidates to the next District Board meeting. In the interim, any District Board member may confer with not more than one other District Board member at a time regarding the qualifications and respective merits of the Candidates.
- 4. At the District Board meeting convened not less than one month before the Appointment Date, the District Board shall consider any recommendation on any particular Candidate or Candidates. Should the Board vote to recommend any one specific Candidate or Candidates, the Board President shall direct the District Manager to forward a letter of recommendation conveying the District Board's recommendation or recommendations, along with the applications of all Candidates received to the members of the Appointing Authority.

- 5. The final appointment or reappointment is entirely at the discretion of the Appointing Authority. The appointed Trustee, upon qualifications per the 1917 Act, shall be sworn in and seated at the first regularly scheduled board meeting following the appointment, subject to the requirements of the 1917 Act.
- 6. In the event of a sitting Trustee's term ends prior to an appointment or reappointment being made, that Trustee shall continue to serve until reappointed or replaced by the Appointing Authority.
- 7. In the event that a mid-term vacancy occurs, the District Clerk shall initiate this process as soon as practicable and the deadlines for submission of applications and process may be shortened to accommodate any legal requirements of the Appointing Authority under the 1917 Act.

SECTION 3: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

DATED this 9 day of May, 2023.

NORTHERN MORAINE RECLAMATION DISTRICT, an

WASTEWATER

Illinois municipal corporation,

re G Unhart .

ATTEST:

District Clerk

VOTE:

Ayes: L

Nays: 0

Abstain: Ø

Absent: 0



## **AGENDA ITEM #10A**

**Meeting Date:** March 10, 2025

Item: **Nutrient Trading Agreement** 

Approve Nutrient Trading Agreement with McHenry County **Staff Recommendation:** 

Conservation District and Approve Resolution Authorizing District

Manager to enter into additional Nutrient Trading Agreement

**Staff Contact:** Mohammed M. Haque, District Manager

## Background:

The District is the first treatment facility to be authorized by IEPA to set up and run a nutrient trading pilot for phosphorus (P) discharges in our effluent. This has created great interest by our peers and industry professionals and has also caused us to partner with numerous state organizations including the Illinois Farm Bureau, Illinois Soybean Association, Illinois Soil & Water Conservation Districts (AISWCD), Lake County Forest Preserve District, McHenry County Conservation District, Illinois Corn Growers Association. They all are very interested in our program and the eventual roll out of it throughout the state. In addition to these groups, we have also made presentations of our progress to the North Branch Chicago River Watershed Workgroup as well as the Fox River Watershed Workgroup and presented at the Minnesota Conference on the Environment. We have several additional presentations lined up and we recently submitted a \$2 million grant application with AISWCD to roll out our program throughout the state.

What makes our program so interesting is that it provides a way for facilities smaller than ours to meet low P limits that will be imposed in our 2030 permit renewals (even lower in future permit renewals) in a different way than to try to remove P at the plant. Removing P at the plant has it's limitations and low limits require expensive capital improvements. For example, at NMWRD a limit lower than 0.5 mg/L will likely require us to invest \$10-12 million in plant expansion and upgrades. However, with this trading program, we can avoid that indefinitely.

We have been working with Bartlett Durand on this program for the last 5 years and we are finally at a point to sign our first trading agreement. A copy of an agreement with McHenry County Conservation District (MCCD). MCCD owns and leases numerous acres to farmers. Bartlett will be present to explain to us how they will provide us P credits and what practices will be taken, the process of getting the credits verified by IEPA and the mechanics of a transaction. The District is offering to pay \$10 per lb of P removed and will have the ability to bank the P credits for use to meet our lower effluent limits.

To avoid having to come back to the Board for each individual agreement, we are asking for approval of a form agreement and authorization for the District Manager to enter into these agreements as the opportunities present themselves.



## **AGENDA ITEM #10A**

## **Recommendation:**

Approve Nutrient Trading Agreement with McHenry County Conservation District and Approve Resolution Authorizing District Manager to enter into additional Nutrient Trading Agreement

## **Votes Required to Pass:**

Simple Majority, via a roll call vote



## WATER QUALITY TRADING PROGRAM AGREEMENT

#### **BETWEEN**

#### THE NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT

#### **AND**

#### MCHENRY COUNTY CONSERVATION DISTRICT

This Agreement ("*Agreement*") is entered into as of \_\_\_\_\_\_\_, 2025 (the "*Effective Date*"), by and between the Northern Moraine Wastewater Reclamation District, a sanitary district organized under the laws of the State of Illinois ("*District*"), and McHenry County Conservation District, the owner of Illinois Parcel ID: 04-27-100-004 and 04-27-400-004 ("*Landowner*").

The District and Landowner may collectively be referred to as the "Parties."

## **Section 1:** Purpose.

The purpose of this Agreement is to establish a framework under which the Landowner will implement Best Management Practices ("BMPs") to reduce phosphorus levels within the watershed of the District. These practices aim to improve water quality, as part of the District's Water Quality Trading Program for Phosphorus Removal. In exchange, the District will compensate the Landowner for phosphorus reductions, as determined through the United States Environmental Protection Agency's ("U.S. EPA") proprietary Pollutant Load Estimation Tool ("PLET") or, if unavailable, other models approved by the Illinois Environmental Protection Agency ("Illinois EPA").

## **Section 2: Effective Date and Duration.**

This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months. Thereafter, upon the expiration of the initial term, this Agreement will renew for successive twelve (12) month terms subject to the approval of the District Board of Trustees (the "District Board"), until terminated in accordance with the terms of this Agreement.

## **Section 3: Payment for Phosphorus Reduction.**

The District agrees to pay Landowner/Farmer a total of \$10.00 per pound of phosphorus removed or reduced from the watershed as determined by a PLET model ("*Model*") run by the District in connection with Landowner/Farmer's implementation of BMPs. This reduction will be calculated by the District or its engineer based on information provided by Landowner/Farmer in accordance with Section 4 of this Agreement and modeled via the PLET.

The District shall not issue any payment until the District has determined, in its reasonable discretion, that Landowner/Farmer has fully complied with the terms of this Agreement, and specifically Section 4 of this Agreement. The District shall pay Landowner/Farmer within thirty

(30) days of the conclusion of the Model as described in Section 6. The District will submit all required information regarding the BMPs, payments, and verification records to the Illinois EPA for the District's permit compliance reporting.

## **Section 4:** Landowner Responsibilities.

The Landowner agrees to the following responsibilities:

- A. <u>Implementation of BMPs</u>. The Landowner shall implement new BMPs starting from "Year 0" as described in the PLET model, with the aim of reducing phosphorus levels in the watershed. BMPs may include, but are not limited to, practices such as buffer strips, cover crops, nutrient management plans, and sediment control measures.
- B. <u>Data Submission</u>. The Landowner shall provide the District with all information required to determine the Year 0 baseline and to track the effectiveness of implemented BMPs. Required data may include, but is not limited to:
  - Land use and crop data, including the types of crops grown, field sizes, and any non-cropped areas (e.g., conservation areas, buffer strips).
  - o Soil and topography data, including soil types, slope, and field characteristics.
  - Details of farming practices (e.g., tillage methods, fertilizer application, irrigation practices).
  - o Information on existing or planned BMPs and their effectiveness.
  - Geospatial data (GIS or other mapping tools) showing field boundaries for accurate pollutant load modeling.

The District has the right to request any additional data from Landowner/Farmer that it may reasonably require to ensure compliance with the District's permit compliance reporting, and Landowner/Farmer shall promptly comply with any such request for additional data. If Landowner/Farmer fails to comply with any such reasonable request for additional data within 30 days after such request (or such longer period to which the District may approve in writing), the District may take any reasonable action to ensure compliance with its permit obligations, including withholding any payment to Landowner/Farmer until compliance is established.

C. Proof of BMP Implementation. Landowner/Farmer shall provide documentation, in a format that is acceptable to the District, confirming that the Landowner/Famer BMPs, as described in Section 4.A and as outlined in the Model, are sufficiently implemented. This documentation shall be sufficient, in the District's reasonable discretion, to prove that the BMPs are being maintained and that such BMPs will continue to reduce phosphorus levels within the watershed. This documentation shall be provided to the District in accordance with the District's permitting and reporting requirements with the Illinois EPA.

## **Section 5:** No Regulatory Liability Transfer.

The Parties acknowledge that no regulatory liability of the District for compliance with the Clean Water Act (33 U.S.C. §1251 *et seq.*) or National Pollutant Discharge Elimination System ("NPDES") permit requirements will transfer to the Landowner/Farmer under this Agreement. The District remains responsible for ensuring compliance with any applicable environmental regulations.

## **Section 6: Model Run and Payment.**

After the District's confirmation that Landowner has complied with Section 4 of this Agreement, the District will run the PLET Model to estimate the level phosphorus removal or reduction in the applicable watershed. The District will submit the results of the model run to the Illinois EPA as part of the District's permit application. Upon completion of the Model run the District will pay the Landowner/Farmer in accordance with Section 3.

## **Section 7: Stacking of Payments.**

This Agreement is a "pay-for-performance" contract for phosphorus reduction. Unless expressly prohibited by other programs, Landowner may stack payments from this program with other payment programs or incentive-based environmental services.

## **Section 8:** Termination.

- A. Either Party may terminate this Agreement upon three months prior written notice to the other Party. Termination does not affect the District's obligation to pay for phosphorus reductions achieved prior to termination.
- B. In the event that the District's access to the PLET is removed, revoked, denied, or the District is otherwise unable to access the PLET for a consecutive period of at least thirty (30) days, the District shall have right, in its sole discretion, to utilize other models allowed by the Illinois EPA, including, but not limited to, the United States Department of Agriculture's Nutrient Tracking Tool ("NTT"), and the U.S. EPA's Spreadsheet Tool for Estimating Pollutant Loads ("STEP-L"). In the event that other nutrient reduction models become unavailable, the District shall send a written notice in accordance with Section 9 to Landowner/Farmer and shall negotiate a new agreement, if possible, under the Illinois EPA's then-current guidelines for nutrient reduction trading.

## **Section 9:** Notice.

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) via e-mail. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a

return receipt, or (d) on the date that an e-mail is sent, provided that such e-mail is also delivered by one of the other manners set forth in subparts (1) - (3) of this Section. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (e.g., facsimile) may be acceptable subject to written confirmation of both the transmission and receipt of the notice. Nothing in this Section will be deemed to invalidate a notice that is actually received. Notice recipients shall be:

## For Landowner:

McHenry County Conservation District Attention: Gabe Powers 18410 US Hwy 14 Woodstock, IL 60098

E-Mail: gpower@mccdistrict.org

#### For the District:

Northern Moraine Wastewater Reclamation District

Attn: District Manager 420 Timber Trail Island Lake, IL 60042 E-Mail: haque@nmwrd.org

## **Section 10: Miscellaneous.**

- A. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or written.
- B. <u>Amendments and Modifications</u>. No modification, addition, deletion, revision, alteration, or other change to this Agreement will be effective unless and until such change is reduced to writing and executed by both Parties.
- C. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- D. <u>Enforcement</u>. Each and any of the Parties may seek to enforce this Agreement or any of its terms in an action at law or in equity filed in the 19th Judicial Circuit, Lake County, Illinois.
- E. <u>Indemnification</u>. Landowner/Famer agrees to indemnify, defend, and hold the District and its officers, officials, employees, representatives, attorneys, and agents (the "*District Parties*") harmless from and against any and all claims, actions, or liabilities arising from, related to, or connected with, either directly or indirectly, this Agreement and any act or omission relating to this Agreement and its conditions, including, without limitation, the institution or enactment of any BMPs, provided, however, that said claims, actions, or

liabilities are not the result of any grossly negligent or intentional act or omission of any of the District Parties. Nothing in this Paragraph shall be deemed to waive any statutory or other immunities that any of the District Parties may assert.

- F. <u>Assignment</u>. This Agreement may not be assigned by Landowner/Farmer without the prior written consent of the District.
- G. <u>Headings</u>. No modification, addition, deletion, revision, alteration, or other change to this Agreement will be effective unless and until such change is reduced to writing and executed by both Parties.
- H. Non-Severability. If any material term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the entire remainder of this Agreement will, thereupon, be null and void and of no further force and effect, it being the intent of the parties that all of the provisions of this Agreement be treated as an individual whole.
- I. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.

[Signature page to follow.]

## **Northern Moraine Wastewater Reclamation District**

By:								
Name: Kenneth A. Michaels, Jr.								
Title: President, Board of Trustees								
Date:								
Landowner/Farmer								
By:								
Name: Chris Dahm								
Title: President, Board of Trustees								
<b>.</b>								
Date:								





## **AGENDA ITEM #10B**

**Meeting Date:** March 10, 2025

Item: Facility Plan & Decennial Committee Report

**Staff Recommendation:** Approve the 2024 Facility Plan Update and Decennial Committee

Reports and authorize the District Manager to submit to Lake and

McHenry Counties.

**Staff Contact:** Mohammed M. Haque, District Manager

## Background:

On January 13, 2025 we introduced the Facility and had our final Decennial Committee meeting. The Facility plan was a convenient document to produce in conjunction with the Decennial Committee meetings and also gives us a great roadmap for capital projects for the next 5-10 years. Some minor edits were made to the Facility Plan since January 13, 2025 and the final version is now ready for formal approval by the Board and once approved, we will make it available to the public via the District's website.

At 400+ pages, we are not including a hard copy, but one is available for anyone that would like one. The current version can be viewed here.

https://www.dropbox.com/scl/fi/5hhrutppzgav2dqz1wx7s/NMWRD-2024-Facility-Plan-<u>Draft.pdf?rlkey=jxs3eo3k6so5u1tqx6itvx1vf</u>&dl=0

In addition, we have produced a Decennial Committee Report that is attached. We would like the Board to approve it so that it can be sent to our Counties along with the Facility Plan.

## **Recommendation:**

Approve the 2024 Facility Plan Update and Decennial Committee Reports and authorize the District Manager to submit to Lake and McHenry Counties.

## **Votes Required to Pass:**

Simple Majority, via a roll call vote









## Memorandum

**Date:** March 5, 2025

To: Mohammed Haque, PE

From: Trotter and Associates, Inc.

**Subject:** NMWRD Decennial Committee On Local Government Efficiency

The Northern Moraine Wastewater Reclamation District (NMWRD) formed a Decennial Committee on September 12, 2023, in compliance with Public Act 102-1088.

#### NMWRD Decennial Committee Members:

- Kenneth A Michaels, Jr, District President (Chairperson of the Committee)
- John R. Ragland, District Trustee
- Timothy R. Brunn, District Trustee
- Caretina Tellez, District Trustee
- Todd Weihofen, Village of Lakemoor Administrator
- John Grothendick, Village of Port Barrington Trustee
- Richard McLaughlin, Village of Island Lake President
- Jeff Giles, Village of Holiday Hills President
- Mohammed Haque, District Manager
- Joe Lapastora, District Director of Operations

The Committee met on the following three dates at 6:30pm at the District's offices:

- 9/12/2023
- 1/9/2024
- 1/13/2025

#### NMWRD Information:

- The District was established in 1978 under the 1917 Sanitary District Act and is regulated by the Illinois EPA.
- The District is a regional wastewater treatment agency that treats wastewater for 4 communities: Island Lake, Port Barrington, Lakemoor, and Holiday Hills.
- The District is a separate governmental agency with a board of 5 trustees that are appointed by the Illinois General Assembly.
- The current treatment plant is designed to treat an average of 2.0 million gallons per day with a
  design maximum capable of treating 5 million gallons of wastewater during peak flow. District
  staff maintain and operates the 36-acre treatment facility, 24 pump stations and 77 miles of
  sanitary sewer mains.

#### NMWRD Mission and Vision:

- The mission of the District is to protect public health and preserve the environment by reclaiming precious water and other resources through providing wastewater collection and treatment services to communities and residents within the service area.
- The District's goal is to maintain a sustainable municipal wastewater utility while expanding service to those communities and residents within the service area in a cost effective and environmentally sound manner, while minimizing social impacts.

#### Decennial Committee Responsibilities per Public Act 102-1088:

- "Study the governmental unit's governing statutes, ordinances, rules, procedures, powers, jurisdiction, shared services, intergovernmental agreements and interrelationships with other governmental units and the state;"
  - Governing Statute The Sanitary District Act of 1917
  - District Ordinances: http://www.nmwrd.org/forms-and-documents/
  - o Intergovernmental Agreements and Interrelationships –Discussion
  - o Completed at 9/12/23 Meeting
- "Collect data, research and analysis as necessary to prepare a report that summarizes the committee's work, findings and recommendations with respect to increased accountability and efficiency; and,"
  - Completed at 1/13/2025 Meeting and in 2024 Facility Plan
- "Provide a report to the county board in which the governmental unit is located no later than 18 months after the formation of the committee"
  - o Completed at 1/13/2025 Meeting and in 2024 Facility Plan

## **Decennial Committee Goals and Results:**

- Review lines of communication with other governmental units 9/12/2023
  - Result: Recommended to complete a map of communications (similar to an organizational chart) and include email addresses, phone numbers of contacts
- Develop a process for increased cooperation on future development 9/12/2023 and 1/9/2024
  - Result: Representatives from each of the communities discussed future development projections at the 9/12/2023 and 1/9/2024 meetings.
- Review District's objective for continuation of service 1/13/2025
  - Result: Recommendations presented by Trotter and Associates at the 1/13/2025 meeting. Detailed results in the attached 2024 Facility Plan.
- Review District's responsibility for extension of service 1/13/2025
  - Result: Recommendations presented by Trotter and Associates at the 1/13/2025 meeting. Detailed results in the attached 2024 Facility Plan.
- Review District's policy regarding establishment of rates 1/13/2025
  - Result: Recommendations presented by Trotter and Associates at the 1/13/2025 meeting. Detailed results in the attached 2024 Facility Plan.
- Discuss collaboration with regard to Public Communications 9/12/23
  - Result: Recommended to build a map to show communication between relevant parties, with organizational charts of each community mapped with school district, fire department, etc.

Attached to this memo is the 2024 Facility Plan completed by Trotter and Associates, Inc.



#### **AGENDA ITEM # 10C**

Meeting Date: March 10, 2025

<u>Item:</u> Payment Request #7 – Holiday Hills /Le Villa Vaupell Sewer

Extension Project - Phase 2

**Staff Recommendation:** Motion to approve Pay Request #7 in the amount of \$652,454.25

to Trine Construction for the Holiday Hills / Le Villa Vaupell Sewer

Extension Project - Phase 2.

**Staff Contact:** Mohammed M. Haque, District Manager

## **Background:**

On March 6, 2025, the Northern Moraine Wastewater Reclamation District received a payment recommendation for pay application #7 on the Holiday Hills / Le Villa Vaupell Sewer Extension Project – Phase 2 that has been reviewed and approved by Trotter & Associates. Retention has been reduced from 10% to 5% in light of the progress from the project to date. Retention in the amount of \$164,863.90 remains withheld from the payment requests to date. The payment request, net of past payments and retainage, is \$652,454.25.

The reduction in retention was agreed under the premise that the existing sanitary infrastructure has been pre-tested with air testing and mandrel testing and has shown little to no complications. After 30 days of the final installation, expected to be mid-April, all sanitary infrastructure will undergo final testing which will include air testing, mandrel testing, and vacuum testing.

This pay application primarily covers sanitary sewer installation and sanitary service installation throughout the Le Villa Vaupell subdivision. Additional work covered in this pay application includes installation of six (6) manholes, sanitary sewer televising, and traffic control and protection. To date, all sanitary sewer main and manhole installation are now 100% complete. Roughly 85% of all sanitary services have been installed and we expect the remainder to be complete within the next few weeks. Once weather permits and asphalt plants open back up, we can expect restoration to be completed throughout the project area.

## **Recommendation:**

It is the recommendation of the District Manager to Approve Payment Request #7 for the Holiday Hills / Le Villa Vaupell Sewer Extension Project – Phase 2 in the amount of \$652,454.25 subject to receipt of all waivers, certified payrolls and formal approval by Trotter & Associates.

### **Votes Required to Pass:**

Simple Majority, via a roll call vote







## **Transmittal Sheet**

To:	Mohammed Haque		From:	Dan Gillespie Trotter and Associates, Inc.				
	Northern Moraine	Wastewater	_					
	Reclamation Distric	et						
	113 Timber Trail		_	40W201 Wasco Road, Suite D				
	Island Lake, Illinoi	s 60042	_	St. Charles, Illinois 60175				
			<del></del>	(630) 587-0470				
Date:	March 6, 2025 Project: NMW104 – Holiday Hills/Le Villa Vaupell Sewe Extension – Phase 2							
Enclose	d please find the foll	owing documents/	information	:				
1	Recommendation o	f Payment						
1	Pay Request							
1	Certified Payroll							
1	Pay app waivers							
	s requested or your approval			our signature our information and files				
Comme	ents:							
Mohami	med,							
	nd Certified Payroll for	_		h includes the Payment Application aupell Sewer Extension – Phase 2				
Applica			_	the payment packet for Payment released until waivers have been				
Please co	ontact me if you have	any questions.						
	•	-		Thank you, Dan Gillespie				

## RECOMMENDATION OF PAYMENT NO. 7 ENGINEER'S PROJECT NO: NMW-104

## NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT

CONTRACTOR: TRINE CONSTRUCTION CORP.

CONTRACT FOR: HOLIDAY HILLS/LE VILLA VAUPELL SEWER EXTENSION –

PHASE 2

APPLICATION DATE: March 6, 2025 APPLICATION AMOUNT: \$652,454.25

PERIOD ENDING: February 28, 2025

\_\_\_\_\_

# TO: Northern Moraine Wastewater Reclamation District OWNER

Attached hereto is the CONTRACTOR'S Application for Payment for Work accomplished under the Contract through the date indicated above.

Based on the following this Application meets the requirements of the Contract Documents: The Districts onsite review of the quality and progression of the work, verification of pay item quantities with the Contractor, and approval of extra work. TAI has confirmed submittals have been received for work included on this application, Grant requirements associated with payment processing is being met, certified payroll has been provided and waivers are acceptable.

We recommend that CONTRACTOR'S Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the work covered by all prior Applications for Payments be obtained.

In accordance with the Contract, the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

TROTTER & ASSOCIATES, INC. ENGINEER

DATED: March 6, 2025 BY:

Daniel Gillespie Construction Engineering Manager

## STATEMENT OF WORK

Original Contract Price	\$4,060,303.28
Net Change Orders	\$0.00
Current Contract Price	\$4,060,303.28
Work to Date	\$3,297,278.06
Work to be Done	\$763025.22
Amount Retained (5%)	\$164,863.90
Subtotal	\$3,132,414.16
Previous Payments	\$2,479,959.91
Amount Due This Payment	\$652,454.25

APPLICATION AND CERTIFICATION FOR PAYMENT	AIA DOCUMENT G702 PAGE ONE OF PAGES
TO GC: NORTHERN MORAINE WASTEWATER PROJECT: HOLIDAY HILI RECLAMATION DISTRICT SEWER EXT	TENSION PHASE 2
113 TIMBER TRAIL PO BOX 240	[X]OWNER
ISLAND LAKE, IL 60042 FROM: TRINE CONSTRUCTION CORP. VIA ARCHITECT: TROTTER AI	
101 TRINE CT. 40W201 WA ST. CHARLES, IL 60174 ST CHARLES	
CONTRACT FOR: Water Main Replacement	CONTRACT DATE: April 18, 2024
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
1. ORIGINAL CONTRACT SUM . \$4,060,303.28 2. Net change by Change Orders . \$0.00 3. CONTRACT SUM TO DATE (Line . \$4,060,303.28 4. SUB-TOTAL \$ \$4,060,303.28	Contractor: Trine Construction Corp.  By: Sum University Date: 2-2-8-25
TOTAL COMPLETED & STORED TO DATE (Colum G on G703)  5. RETAINAGE: a. 5.00 % of Completed Work. \$164,863.90 (Column D + E on G703) b. % of Stored Material. Cloumn F on G703)  Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$164,863.90 (Line 4 Less Line 5 Total)  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Ce. \$2,479,959.91 (Line 3 less Line 6)  CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS  Total changes approved in previous months by GC \$ - \$ - \$ - Total approved this Month \$ - \$ - TOTALS \$ - \$ - \$ - \$ - TOTALS \$ - \$ - TOTALS \$ - \$ - \$ - TOTALS \$ - \$ - \$ - TOTALS \$ - \$ - \$ - \$ - TOTALS \$ - \$ - TOTALS \$ - \$ - TOTALS \$ - \$ - \$ - TOTALS \$ -	State of Illinois Subscribed and sworn to before me this 28th of February, 2025 Notary Public: My Commission E December 09, 20 My Commission expires:  ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.  AMOUNT CERTIFIED\$  (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.) ARCHITECT:  By:  Date:

CONTINUATION SHEET AIA DOCUMENT G703 PAGE OF PAGES

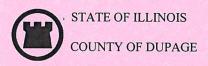
APPLICATION DATE: December 20, 2024

PERIOD TO: PROJECT NO:

12/20/24 NMW-082

											PROJECT NO:	NMVV-062
A	В			C i	D	E		F	G	H	<u>l</u>	J
ITEM	DESCRIPTION OF WORK	QUANITY	UNIT	В	ID	COMPLET	E PR	REVIOUS ESTIMATE	COMPLETE	D THIS ESTIMATE	COMPLE	TED TO DATE
NO.				UNIT PRICE	TOTAL	QUANITY	'	TOTAL	QUANITY	TOTAL	QUANITY	TOTAL
1	CLASS D PATCH, 6"	7,517.00		\$67.46			.00			\$ -	0.00	
2	CONNECTION TO EXISITING SEWER, 10"	1.00	EA	\$12,100.00	\$ 12,10	).00 1.	.00	\$ 12,100.00		\$ -	1.00	\$ 12,100.00
3	DEWATERING	1.00	LS	\$834,252.98			.00	\$ 834,252.98		\$ -	1.00	\$ 834,252.98
4	REPLACEMENT	178.00		\$15.42				\$ -		\$ -	0.00	
5	HMA DRIVEWAY REMOVAL AND REPLACEMENT	1,215.00		\$53.97			.00	\$ -		\$ -	0.00	
6	HMA SURFACE REMOVAL, 2"	1,285.00		\$10.60			.00	\$ -		\$ -	0.00	
7	HMA PAVEMENT SURFACE COURSE, 2", N50	1,285.00		\$29.56			.00	\$ -		\$ -	0.00	
8	INLET PROTECTION		EA	\$333.03			.00	\$ 1,332.12		.\$ -	4.00	
9	MOBILIZATION	1.00		\$243,022.15			.00	\$ 243,022.15		. 5	1.00	
10	PCC DRIVEWAY REMOVAL AND REPLACEMENT	18.00		\$257.00			.00	\$	<b></b>	\$ -	0.00	
11	POROUS GRANULAR EMBANKMENT	100.00	CY	\$32.13				\$ 3,213.00		<u>\$</u>	100.00	
12	PROPOSED TREE, 3" CALIPER	10.00	EA	\$832.25	\$ 8,32	2.50   0.	.00	. 5		. \$	0.00	<b>&gt;</b>
13	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	100.00	CY	\$25.70	\$ 2,57	100	00	\$ 2,570,00		•	100.00	\$ 2,570.00
14	REMOVE AND REPLACE 12" CMP FES		EA	\$355.87			.00	\$ 2,570.00 \$ 355.87		\$ -	1.00	\$ 2,570.00 \$ 355.87
15	REMOVE AND REPLACE 12 CMP FES	2.00		\$383.82			.00	\$ 767.64		.Ψ	2.00	
16	REMOVE AND REPLACE 18" CMP FES	1.00		\$417.55			.00	\$ 417.55		\$ -	1.00	
17	REMOVE AND REPLACE 12" CMP CULVERT	163.00		\$101.72			.00	\$ 7,120.40		\$ -	70.00	
18	REMOVE AND REPLACE 15" CMP CULVERT	26.00		\$106.95				\$ 2,780.70		\$ -	26.00	
19	REMOVE AND REPLACE 18" CMP CULVERT	72.00	LF	\$124.51			.00	\$ 4,980.40		\$ -	40.00	
20	REMOVE AND REPLACE CATCH BASIN	1.00	EA	\$4,856.13	\$ 4,85	5.13 0.	.00	\$ -		\$ -	0.00	
	REMOVE AND REPLACE LANDSCAPE (1111 NE											
21	SHORE DR)	1.00	LS	\$1,092.25	\$ 1,09	2.25 0.	.00	\$ -		\$ -	0.00	\$ - :
	REMOVE AND REPLACE LANDSCAPE (1307 NE						1					
22	SHORE DR)	1.00	LS	\$1,092.25	\$ 1,09	2.25 0.	.00	\$ -		\$ -	0.00	\$ -
	REMOVE AND REPLACE LANDSCAPE (1511							_				_
23	PINE ST) REMOVE AND REPLACE LANDSCAPE (2509	1.00	LS	\$1,092.25	\$ 1,09	2.25 0	.00	<u>\$</u>		\$ -	0.00	\$ - ;
		4.00		64 000 05				•				
24	BIRCHWOOD AVE)	1.00	LS	\$1,092.25	\$ 1,09	2.25	.00	<del>-</del>		\$ -	0.00	<u></u>
25	REMOVE AND REPLACE LANDSCAPE (2609 NE SHORE DR)	1.00	LS	\$1,092,25	\$ 1.09	25 0	.00	s -		\$ -	0.00	
26	REMOVE AND REPLACE SPLIT RAIL FENCE	548.00		\$1,092.25			.00	Ф - С		T	0.00	
27	SANITARY DROP MANHOLE, 4' DIAMETER		EA	\$15,900,40			.00	\$ 63,601.60		\$ \$ -	4.00	
28	SANITARY MANHOLE, 4' DIAMETER	21.00		\$8,381.18			.00	\$ 125,717.70	6.00	\$ 50,287.08	21.00	
29	SANITARY SERVICE, 6" PVC SDR-26	3.513.00		\$127.02				\$ 312,342,18	1.054.00	\$ 133.879.08	3513.00	
30	SANITARY SEWER TV INSPECTION	6,230.00	LF	\$6.43 :				\$ 29,539.42	1,636.00	\$ 10,519.48	6230.00	
31	SANITARY SEWER, 10" PVC C900	821.00	LF	\$256.35	\$ 210,46	3.35 821.	.00	\$ 210,463.35		\$ -	821.00	\$ 210,463.35
32	SANITARY SEWER, 10" PVC SDR 26	1,654.00	LF	\$235.89	\$ 390,16	2.06 1,654	.00	\$ 390,162.06		\$ -	1654.00	\$ 390,162.06
33	SANITARY SEWER, 8" PVC C900	5.00	LF	\$377.73	\$ 1,88	3.65 0	.00	\$ -		\$ -	0.00	\$ -
34	SANITARY SEWER, 8" PVC SDR-26	3,750.00		\$192.31				\$ 407,504.89	1,631.00	\$ 313,657.61	3750.00	\$ 721,162.50
35	SILT FENCE	6,533.00	LF	\$6.75	\$ 44,09	7.75 6,533	.00	\$ 44,097.75		\$ -	6533.00	\$ 44,097.75
	THERMOPLASTIC PAVEMENT MARKING - LINE											
36	24"	69.00	LF	\$57.83	\$ 3,99	0.27 0.	.00	\$ -	]	\$ -	0.00	\$ -
	TOPSOIL, SEEDING CLASS 1, EROSION							2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2				
37	CONTROL & BLANKET, 4"	3,123.00	SY	\$12.85	\$ 40,13	0.55 493	.00	\$ 6,335.05		5 -	493.00	\$ 6,335.05
	TOPSOIL, SEEDING CLASS 1, EROSION	0.04-0-	0.1			- 00		•				
38	CONTROL & BLANKET, 6"	3,215.00		\$15.42			.00		ļ	5 -	0.00	
39	TRAFFIC CONTROL & PROTECTION TREE PROTECTION	1.00	LS	\$83,559.50			.60		0.40	\$ 33,423.80	1.00	
40 41	TREE PROTECTION TREE REMOVAL (6 TO 15 UNITS DIAMETER)		UNIT	\$192.75 \$57.83			.00			. <del>)</del>	14.00	
41	TREE REMOVAL (OVER 15 UNITS DIAMETER)		UNIT	\$83.53			.00	φ - \$		φ <u>-</u>	0.00	
43	TRENCH BACKFILL	8,509.00		\$0.01			.00	.Ψ <u>-</u> .\$ -		γ <u>-</u>	0.00	
TOTAL B			X,!		\$ 4,060,30			\$ 2,755,511.01		\$ 541,767.05		\$ 3,297,278,06
				<u>-</u>	,,		<del></del> :	,,- / 1.01		÷ 0.1,1.01.00		+ 0,201,210.00

#### WAIVER OF LIEN TO DATE



Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Northern Moraine Wastewater Reclamation District to furnish Underground Utilities

for the premises known as Holiday Hills/ Le Villa Vaupell Sewer Extension Phase 2

of which Northern Moraine Wastewater Reclamation District is the owner.

THE undersigned, for and in consideration of Six Hundred Fifty Two Thousand Four Hundred Fifty Four and .25/100 (\$652,454.25) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, **INCLUDING EXTRAS.\*** 

DATE 2/28/25 COMPANY NAME TRINE CONSTRUCTION CORP.

ADDRESS 1041 TRINE CT, SUITE A, ST. CHARLES IL, 60174

SIGNATURE AND TITLE Mind ben Finance Manager

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

#### **CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) SHAMUS BARNEY BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) FINANCE MANAGER OF (COMPANY NAME) TRINE CONSTRUCTION CORP WHO IS THE CONTRACTOR FURNISHING UNDERGROUND UTILITIES WORK ON THE BUILDING LOCATED AT HOLIDAY HILLS/ LE VILLE VAUPELL SEWER EXTENSION PHASE 2 OWNED BY NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT

That the total amount of the contract including extras\* is \$4,060,303.28 on which he or she has received payment of \$2,479,959.91 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
FOR COMPLETE LISTING SEE PAGE 2 OF 2					
ATTACHED					
					74 C.
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* 1	O COMPLETE.				

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 2-28-25

SUBSCRIBED AND SWORN TO BEFORE ME THIS

SIGNATURE:

DAY OF

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

f.1722 R5/96

Provided by Chicago Title Insurance Company



## WAIVER OF LIEN TO DATE

FROM:

Trine Construction Corp.

FOR:

Holiday Hills Pay Est. 7 Sheet 2 of 2

		CONTRACT PRICE	AMOUNT	THIS	BALANCE
NAMES AND ADDRESSES	WHAT FOR	WITH EXTRAS	PAID	PAYMENT	DUE
Trine Construction Corp.	Equip, Labor and Other	\$2,617,330.03	\$1,848,895.44	\$483,712.09	\$284,722.50
Mid American	Appurants	\$197,993.75	\$151,697.25	\$40,563.86	\$5,732.64
Welch Bros.	Structures/Casting	\$56,110.00	\$49,320.59	\$5,619.68	\$1,169.73
Thelen Materials	Dumps/Aggregates	\$250,000.00	\$90,778.63	\$107,891.62	\$51,329.75
Geske	Asphalt and Concrete	\$459,704.50	\$0.00	\$0.00	\$459,704.50
Mersino	Dewatering	\$380,000.00	\$327,333.00	\$14,667.00	\$38,000.00
Reliable Landscape	Landscaping	\$80,560.00	\$0.00	\$0.00	\$80,560.00
Highstar	Traffic Control	\$18,605.00	\$11,935.00	\$0.00	\$6,670.00
TOTAL LABOR AND MATERIA	AL INCLUDING EXTRAS* T	\$4,060,303.28	\$2,479,959.91	\$652,454.25	\$927,889.12

## Thelen Materials, LLC.

## PARTIAL WAIVER OF LIEN

To All Whom It May Concern:

Whereas, Thelen Materials, LLC, of Antioch, County of Lake, State of Illinois, has been employed by Trine Construction Corp to furnish labor and materials for Gravel Material work, under our contract/job number for the improvement of the premises described as Holiday Hills Phase 2 in the Village of Holiday Hills, County of McHenry, State of Illinois, of which is the owner.

NOW THEREFORE, on this day Tuesday, December 31, 2024 for and in consideration of the sum of SeventyFive Thousand Nine Hundred Four Dollars and FortyOne Cents (\$75,904.41) paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and improvement there, and on the monies or other consideration, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

Thelen Materials, LLC

Title: Credit Manager

## Thelen Materials, LLC.

## PARTIAL WAIVER OF LIEN

To All Whom It May Concern:

Whereas, Thelen Materials, LLC, of Antioch, County of Lake, State of Illinois, has been employed by Trine Construction Corp to furnish labor and materials for Gravel Material work, under our contract/job number for the improvement of the premises described as Holiday Hills Phase 2 in the Village of Holiday Hills, County of McHenry, State of Illinois, of which is the owner.

NOW THEREFORE, on this day Saturday, November 23, 2024 for and in consideration of the sum of ThirtyOne Thousand Nine Hundred EightySeven Dollars and TwentyOne Cents (\$31,987.21) paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and improvement there, and on the monies or other consideration, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

Title: Credit Manager

JOB SU319

#### Waiver of Lien - Partial Conditional

#### PARTIAL CONDITIONAL WAIVER

We have a contract with <u>Trine Construction</u> [other contracting party] to provide <u>Dewatering</u> for the improvement to the property described as <u>Vaupell Ct And East Shore Drive</u>, <u>Holiday Hills</u>, <u>IL</u>, and hereby waive **our** construction lien to the amount of \$189,000.00 for **labor/materials** provide through <u>11/14/2024</u>.

This waiver, together with all previous waivers, if any, [does / does not] cover all amounts due for the contract improvement provided through the date shown above.

This waiver is conditioned on actual payment of the amount shown above.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from us or if we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from one of us, the owner, lessee, or designee may not rely upon it without contacting one of us, either in writing by telephone, or personally, to verify that it is authentic.

Mersino Dewatering, LLC

(company)

(Signature of lien claimant)

Signed on: <u>01/09/2025</u>

Address: 900 N. Squirrel Road Ste 210

Auburn Hills, MI 48326

Telephone: 248.237.4938

Bernadine Odom lxp 03/13/2031

BERNADINE ODOM
Notary Public - State of Michigan
County of Genesee
My Commission Expires Mar 13, 2031
Acting in the County of Ankalan

#### DO NOT SIGN BLANC OR INCOMPLETE FORMS. RETAIN A COPY.

File #: Invoices 124503, 125188 (partial), 125497, 125837 (partial), 125838, 126573, 126952 (partial)



1041 Trine Court St. Charles, IL 60174 www.trineconstruction.com

> P: 630.668.4626 F: 630.668.4828

Mohammed Haque District Manager Northern Moraine WRD 113 Timber Trail PO Box 240 Island Lake, IL 60042 847-526-3300 x101 haque@nmwrd.org

RE: Holiday Hills Phase 2/ Le Villa Vaupell Sewer Extension – Phase 2

Mohammed,

Trine Construction has installed all the sewer mainline and riser pipes for Phase 2. All of this sewer has been air tested, mandrel tested and televised. 110 services have been completed and 7 services remained, which will be completed by end of day March 14<sup>th</sup>. We understand that we will have to re-test all lines per the contract and specifications. This will be done once the 30 day period has been completed after the last services installation, as required for the official mandrel testing.

We request that retainage be reduced from 10% to 5% since the vast majority of the installation is completed and the interim testing has shown that the installation is not problematic.

Michael Mashal VP, Operations

Trine Construction Corp.

Office: 630-668-4626



## **AGENDA ITEM #10D**

Meeting Date: March 10, 2025

<u>Item:</u> Phosphorus Removal Chemical

**Staff Recommendation:** Motion 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 2025-26 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, 2025.

**Staff Contact**: Mohammed M. Haque, District Manager

## **Background**:

On March 5, 2025, the Northern Moraine Wastewater Reclamation District publicly opened and read aloud bids received for Phosphorus Removal Chemical used to remove Phosphorus from the plant effluent. One bid was received:

## Chemtrade Chemicals US, LLC., East St. Louis, IL ✓

**Base Bid Price (2025-26)** 

Hyper+Ion 5800 Blend, Delivered \$5.25 per gallon

Optional 1st Year Renewal (2026-27)

Hyper+Ion 5800 Blend, Delivered No Bid

Optional 2nd Year Renewal (2027-28)

Hyper+Ion 5800 Blend, Delivered No Bid

✓ Indicates recommended lowest responsible and responsive bidder.

District Staff has reviewed all bids received for completeness and accuracy and compliance with bid documents. Chemtrade Chemicals US, LLC is the District's current supplier and they have proved to be a reliable chemical provider. Unit price per gallon has increased slightly when compared to the current contract. Specifically, we will see a 3% increase when compared to the current contract.

#### **Recommendation:**

It is staff's recommendation to award the contract to the lowest responsible and responsive bidder, Chemicals US, LLC for the 2025-26 contract period.

#### **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 Chemtrade Chemicals US, LLC to supply phosphorous removal chemical for a one-year period beginning May 1, 2025.

DA	ATED this <u>10th</u>	_day of	March	_ 2025
				NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, an Illinois Municipal Corporation,
				By: PRESIDENT
SEAL				
ATTEST				
	DISTRICT CL	ERK		

Company Name: CHEMTRADE CHEMICALS US LLC
Point-of-Contact Name: PARUL KACHHIA-PATEL, MARKETING SPECIALIST
Point-of-Contact Telephone: 800-441-2659
Point-of-Contact E-mail: bids@chemtradelogistics.com
SCHEDULE OF PRICES
Base Bid Price: (May 1, 2025, through April 30, 2026)
Price shall include the purchase and delivery of phosphorous removal chemical, including all sur-charges.
Phosphorous removal chemical delivered price per gallon \$\frac{5.25}{*FOR CONVERSION PURPOSES ONLY, PRICE EQUATES TO
Optional Second Year: (May 1, 2026, through April 30, 2027)  \$950.00 PER TON.
Price shall include the purchase and delivery of phosphorous removal chemical, including all sur-charges.
Phosphorous removal chemical delivered price per gallon \$ **
Optional Third Year: (May 1, 2027, through April 30, 2028)
Price shall include the purchase and delivery of phosphorous removal chemical, including all sur-charges.
Phosphorous removal chemical delivered price per gallon \$
**PRICING FOR YEAR 2 & YEAR 3 CAN BE NEGOTIATED NEAR END OF CURRENT TERM BASED ON MARKET AT THAT TIME.  List any and all deviations from minimum specifications:
(Please specify blend differentiation if you are submitting a bid with proposed seasonal blends).
WE ARE SUBMITTING A BID OF THE HYPER+ION 5800 BLEND. NOTE THAT THIS BLEND
HAS BEEN JAR TESTED AT NMWRD AND HAS ALSO BEEN IMPLEMENTED.

## **Document A310<sup>TM</sup> – 2010**

**Mailing Address for Notices** 

Conforms with The American Institute of Architects AIA Document 310

## **Bid Bond**

#### CONTRACTOR:

(Name, legal status and address)
Chemtrade Chemicals US LLC
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

#### SURETY:

(Name, legal status and principal place of business)
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

Bond No. CHEM2-20-25-1

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

#### OWNER:

(Name, legal status and address)

Northern Moraine Wastewater Reclamation District 113 Timber Trail Island Lake, IL 60042

**BOND AMOUNT:** 

\$5,000.00

Five Thousand Dollars and 00/100

#### PROJECT:

(Name, location or address, and Project number, if any)

Phosphorous Removal Chemical

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this 20th devect Entrapy 2025

Digited and scaled tills	2011	day of 1 columny, 2025.	
(Witness)			Chemtrade Chemicals US,LLC) (Principal)  By: Auc (Sedi)  (Title) Parul Kachhia-Patel Marketing Specialist
(Witness)			Berkley Insurance Company (Surety) (Seal)  By: Attorney-in-Fact

## Acknowledgment by Corporation

COUNTY OF Morris
On this <u>Marketing Specialist</u> of <u>Chemtrade Chemicals US LLC</u> , the corporation executed the foregoing instrument, and acknowledged to me that such corporation executed the same.
In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.
Elabeth Ryno, Notary Public
, Notary Public
State of ELIZASETH RYNO
County of NOTARY PUBLIC OF NEW JERSEY
My Commission Expires: Commission # 50022926
My Commission Expires 69/10/2025
Acknowledgment by Surety
STATE OF New York
COUNTY OF Albany
On this 20th day of February, 2025, before me personally appeared Renee A. Manny, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Berkley Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.
On this 20th day of February, 2025, before me personally appeared Renee A. Manny, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Berkley Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation
On this 20th day ofFebruary,2025 _, before me personally appearedRenee A. Manny, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Berkley Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.  In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.  Notary Public
On this 20th day of February, 2025, before me personally appeared Renee A. Manny, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Berkley Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.  In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.  JENNIFER S. VANAT Notary Public State of New York
On this 20th day of February , 2025 , before me personally appeared Renee A. Manny , to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Berkley Insurance Company , the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.  In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.  JENNIFER S. VANAT Notary Public, State of New York Qualified in Columbia County Reg # 01VA6135808
On this 20th day of February, 2025, before me personally appeared Renee A. Manny, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Berkley Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.  In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.  JENNIFER S. VANAT Notary Public, State of New York Qualified in Columbia County.

# POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Kevin J. Garrity; Renee A. Manny; Audrey J. Danielsen; Vikki L. LaVean; Christopher Terzian; John F. Murray, Jr.; or Jennifer Susan Vanat of NFP Property & Casualty Services, Inc. of Albany, NY its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its

Corporate seal hereunto affixed this 23rd day of September 2022.

Attest:

Berkley Insurance Company

By

Ira S. Lederman

Executive Vice President & Secretary

Senior Vice President

STATE OF CONNECTICUT )
) ss:
COUNTY OF FAIRFIELD )

1975

MY COMMISSION EXPIRES
APRIL 30, 2024

#### CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

New pinder my hand and seal of the Company, this 20th day of

\_, \_\_\_\_

Vincent P. Forte

Notary Public, State of Connecticut

## BERKLEY INSURANCE COMPANY

# STATUTORY BALANCE SHEET DECEMBER 31, 2023 (AMOUNTS DUTING AND S)

## (AMOUNTS IN THOUSANDS)

## **Admitted Assets**

Bonds Common & Preferred Stocks Cash & Short Term Investments Premiums Receivable Other Assets	\$ 15,962,571 5,237,203 1,115,920 2,668,092 4,315,866
Total Admitted Assets	\$ 29,299,653
Liabilities & Surplus	
Loss & LAE Reserves Unearned Premium Reserves Other Liabilities	\$ 14,815,670 4,692,755 1,015,089
Total Liabilities	\$ 20,523,514
Common Stock Preferred Stock Additional Paid In Capital Unassigned Surplus	\$ 43,000 10 2,980,072 5,753,056
Total Policyholders' Surplus	\$ 8,776,138
Total Liabilities & Surplus	\$ 29,299,653

## Officers:

President: William Robert Berkley, Jr.

Secretary: Philip Stanley Welt Treasurer: Richard Mark Baio

Asst. Treasurer: Bertman Adam Braud, Jr. Asst. Secretary: Michelle Rene Rodemyer Asst. Treasurer: Ted William Rogers

## **Directors:**

William Robert Berkley (Executive Chairman) William Robert Berkley, Jr. Philip Stanley Welt Richard Mark Baio Paul James Hancock

Carol Josephine LaPunzina

James Gerald Shiel



## **AGENDA ITEM #10E**

Meeting Date: March 10, 2025

<u>Item:</u> Polymer for Solids Handling

**Staff Recommendation:** No board action required

**Staff Contact:** Mohammed M. Haque, District Manager

#### **Background:**

On March 5, 2025, the Northern Moraine Wastewater Reclamation District held a public opening of bids received for polymer for solids handling. However, no bids were received. According to staff of our current polymer provider, Polydyne Inc., if not for an oversight in their inbox when the Invitation to Bid was distributed, we would have expected to receive a bid from them. Since the total annual amount spent on polymer is usually less than the bid threshold of \$40,000, we negotiated with Polydyne Inc. and they have agreed to extend our current contract price under the same terms and conditions for the 2025-26 Fiscal Year.

#### **Recommendation:**

No recommendation needed.

## **Votes Required to Pass:**

N/A



Phone: 847-526-3300





# Polydyne Inc. Extension - Northern Moraine Wastewater Reclamation District

From Peggy Locke <plocke@polydyneinc.com>

Date Thu 3/6/2025 3:10 PM

To Jasmin Bait < jasmin@nmwrd.org>

#### Good afternoon,

Thank you for reaching out earlier today.

We would like to express our appreciation for the continued partnership with Northern Moraine Wastewater Reclamation District. Polydyne Inc. is pleased to agree to extend our existing contract for an additional year, maintaining the same terms and conditions, including the previously agreed-upon pricing for CLARIFLOC C-9530 at \$1.72/lb.

Thank you for considering this extension. We look forward to continuing our successful collaboration and are committed to providing the highest level of service and support throughout the next year.

Please do not hesitate to reach out if you require any further documentation or have additional questions.

Best Regards,

Peggy Locke Sr. Administrative Specialist



Polydyne Inc. 1 Chemical Plant Road Riceboro, GA 31323 Direct: 912.880.2401

Fax: 912.880.2078 plocke@polydyneinc.com

polydyneinc.com Follow us on LinkedIn



#### **AGENDA ITEM #10F**

**Meeting Date:** March 10, 2025

Replacement of e-One Pumps Item:

**Staff Recommendation:** Motion to award the bid to the lowest responsible and responsive

> bidder, Covalen Inc., in the amount bid for replacement of e-One pumps for the 2025-26 Fiscal Year and adopt a resolution authorizing the District Manager to execute a one-year agreement with Covalen Inc. to supply replacement e-One pumps and spare parts for a one-year period beginning on May 1, 2025 and authorize the District Manager to extend the contract for up to two

additional years.

**Staff Contact:** Mohammed M. Haque, District Manager

**Background:** 

On March 5, 2025, the Northern Moraine Wastewater Reclamation District publicly opened and read aloud bids received for replacement e-One pumps and spare parts used for the low-pressure sewer system in Port Barrington. One bid was received:

#### Covalen Inc., Indianapolis, IN ✓

**Base Bid Price (2025-26)** 

eOne Pump	\$2,637
eOne Conversion Kit 2000 Series Tank with EXTREME Core, Permanent	\$125
(Part Number ND0058G01) Replacement 9522 PB0939G21 ALARM REPLACEMENT PC BOARD	\$349
SIMPLEX SENTRY 240/120	Ψ517
50' Supply Cable for OH Upgrade/Update Packages	\$343
100' Supply Cable for OH Upgrade/Update Packages	\$499
Optional 1st Year Renewal (2026-27) eOne Pump	\$2,711
eOne Conversion Kit 2000 Series Tank with EXTREME Core, Permanent (Part Number ND0058G01)	\$125

cone i ump	Ψ <b>=</b> ), <b>±</b> ±
eOne Conversion Kit 2000 Series Tank with EXTREME Core, Permanent	\$125
(Part Number ND0058G01)	
Replacement 9522 PB0939G21 ALARM REPLACEMENT PC BOARD	\$360
SIMPLEX SENTRY 240/120	
50' Supply Cable for OH Upgrade/Update Packages	\$352
100' Supply Cable for OH Upgrade/Update Packages	\$513
	•









#### **AGENDA ITEM #10F**

## Optional 2nd Year Renewal (2027-28)

eOne Pump	\$2,863
eOne Conversion Kit 2000 Series Tank with EXTREME Core, Permanent	\$125
(Part Number ND0058G01)	
Replacement 9522 PB0939G21 ALARM REPLACEMENT PC BOARD	\$371
SIMPLEX SENTRY 240/120	
50' Supply Cable for OH Upgrade/Update Packages	\$362
100' Supply Cable for OH Upgrade/Update Packages	\$527

<sup>✓</sup> Indicates recommended lowest responsible and responsive bidder.

District Staff has reviewed all bids received for completeness and accuracy and compliance with bid documents. Covalen Inc. is the District's current supplier and they have proved to be a reliable pump provider. The unit price per pump has increased when compared to the current contract. Specifically, we will see a 21% increase when compared to the current contract. The District has previously explored alternatives, but we have not been able to find other pumps that can suit our current pump wells.

The District maintains over 200 pumps and typically replaces one every 5-7 years. This has put the District in an increasingly difficult position as the user fees from these homes barely covers the cost of the pumps and does not cover the cost of transporting and treating the sewage.

#### **Recommendation:**

It is staff's recommendation to award the contract to the lowest responsible and responsive bidder, Covalen Inc., for the 2025-26 contract period.

#### **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 Covalen Inc. to supply replacement e-One pumps and spare parts for a one-year period beginning May 1, 2025, and authorize the District Manager to extend the contract for up to two additional years.

	DATED this <u>10th</u> day of	March	, 2025
			NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, an Illinois Municipal Corporation,
			By: PRESIDENT
SEAL			
ATTE	ST		
	DISTRICT CLERK		

Company Name: Covalen, Inc.

Point-of-Contact Name: Lisa Serafini

**Point-of-Contact Telephone:** 317-726-6615

Point-of-Contact E-mail: |serafini@covalen.com

#### **SCHEDULE OF PRICES**

# Base Bid Price: (May 1, 2025, through April 30, 2026)

Price shall include the costs associated with supplying and delivering E-One pumps and replacement parts, including all sur-charges.

eOne Pump

price per unit \$ 2,637 each

eOne Conversion Kit 2000 Series Tank with EXTREME Core, Permanent

(Part Number ND0058G01)

price per unit \$ 125 each

Replacement 9522 PB0939G21 ALARM REPLACEMENT PC BOARD

SIMPLEX SENTRY 240/120

price per unit \$ 349 each

50' Supply Cable for OH Upgrade/Update Packages

price per unit \$ 343 each

100' Supply Cable for OH Upgrade/Update Packages

price per unit \$ 499 each

# Optional Second Year: (May 1, 2026, through April 30, 2027)

Price shall include the costs associated with supplying and delivering E-One pumps and replacement parts, including all sur-charges.

eOne Pump

price per unit \$ 2,711 each

eOne Conversion Kit 2000 Series Tank with EXTREME Core, Permanent

(Part Number ND0058G01)

price per unit \$ 125 each

Replacement 9522 PB0939G21 ALARM REPLACEMENT PC BOARD

SIMPLEX SENTRY 240/120

price per unit \$ 360 each

50' Supply Cable for OH Upgrade/Update Packages

price per unit \$ 352 each

100' Supply Cable for OH Upgrade/Update Packages

price per unit \$ 513 each

# Optional Third Year: (May 1, 2027, through April 30, 2028)

Price shall include the costs associated with supplying and delivering E-One pumps and replacement parts, including all sur-charges.

	eOne Pump	price per unit \$ 2,863 each
	eOne Conversion Kit 2000 Series Tank wit	h EXTREME Core, Permanent
	(Part Number ND0058G01)	price per unit \$ 125 each
	Replacement 9522 PB0939G21 ALARM	REPLACEMENT PC BOARD
	SIMPLEX SENTRY 240/120	price per unit \$ 371 each
	50' Supply Cable for OH Upgrade/Update	Packages
		price per unit \$ 362 each
	100' Supply Cable for OH Upgrade/Update	e Packages
		price per unit \$ 527 each
List any and all devi	ations from minimum specifications:	
******Please note the lea	nd time is 3-5 weeks from date of order.******	

# 3. <u>Contract Time Proposal</u>

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

#### 4. Firm Proposal



#### **AGENDA ITEM #10G**

Meeting Date: March 10, 2025

<u>Item:</u> Ordinance on User Rates and Metered Billing

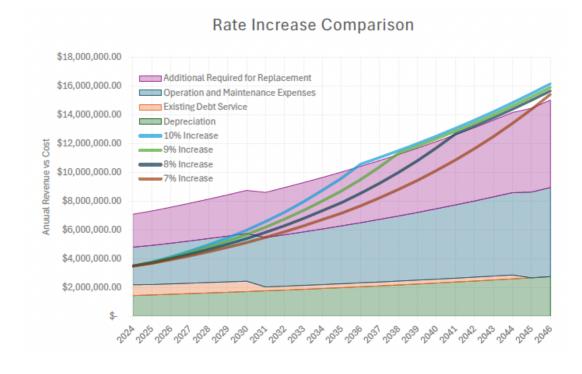
**Staff Recommendation:** Review and Approve Ordinance 25-02 for Sewer User Charges and

establishing a Metered Billing Option for Residential Users

**Staff Contact:** Mohammed M. Haque, District Manager

#### **Background:**

At the last board meeting we went over the Facility Plan update which recommended a correction of our rates to be in line with the full cost accounting, taking into consideration our operating costs, infrastructure replacement costs, service life of our infrastructure and the current state of our systems. The facility plan was a comprehensive document that went through all of our systems and assets over 410 pages. Scott Trotter of Trotter & Associates presented the Facility Plan and recommendations at our January meeting. In February, Scott went over various options on rate increases so that the District would get towards a cost that would not meet our replacement cost, but would get towards fully funding operations, maintenance and asset depreciation. Based on our discussion during the February meeting, we decided to make the initial increases at 8%. At an 8% increase we would get to this level by 2041 per the chart below.







#### **AGENDA ITEM #10G**

In addition to discussing the needed rate increases, the District also explored the option of doing volunteer metered billing for residents that were on Village water with a water meter reading agreement in place with that Village. There was a desire to make this option available to residents. Parameters on how this would be implemented were discussed and based on those discussions I directed our attorney to prepare the attached Ordinance for discussion at this board meeting. As you will see, the attached oridinace would have 8% increases going into effect on May 1, 2025. Metered billing would also be set at \$31 for a base rate and \$4.70 per 1,000 gallons currently, and increased by 8% from those levels effective May 1, 2025.

While I am in agreement with the overall approach, I am hesitant to do an 8% increase in 2 months. I feel that consumer price increases are so high right now that this will create some hardship for our customers. In addition, the rate we would have in 2030 per the attached seems like a significant increase over current rates. A flat rate of \$74.58 per month when we put it in writing (see Exhibit A), seems like a big jump in a few years over the current \$47.00 per month. In addition, the \$31.00 base rate also seems like a high number for a base rate even though it is justifiable based on the complexities of metered billing and staff costs that are involved.

After giving the rates some thought along with complete consideration of the District's needs both short term and long term, I am going to propose an alternate that is a sliding downward scale with a smaller increase for this year. Since historical CPI has been 3%, we would still be making headway on full cost pricing but keep things manageable for our residents. This would keep the overall increase over 5 years under 50%. In addition, I am proposing a lower base rate of \$28.00 per month for the metered billing.

FL	AT RATE			
	As of	Increase	Mth	ly Rate
	Current		\$	47.00
	5/1/25	5%	\$	49.35
	5/1/26	8%	\$	53.30
	5/1/27	8%	\$	57.56
	5/1/28	7%	\$	61.59
	5/1/29	7%	\$	65.90
	5/1/30	6%	\$	69.86





#### **AGENDA ITEM #10G**

ME	TERED A	CCOUNTS										
					ре	r	Lo	w Usage	A۱	g Usage	Hi	gh Usage
	As of	Increase	Bas	e Charge	10	00 gal	3,0	00 gallons	4,50	00 gallons	6,00	00 gallons
	Current		Pro	posed-\$31	\$	4.70						
	5/1/25	5%	\$	28.00	\$	4.94	\$	42.81	\$	50.21	\$	57.61
	5/1/26	8%	\$	30.24	\$	5.33	\$	46.23	\$	54.22	\$	62.22
	5/1/27	8%	\$	32.66	\$	5.76	\$	49.93	\$	58.56	\$	67.20
	5/1/28	7%	\$	34.95	\$	6.16	\$	53.42	\$	62.66	\$	71.90
	5/1/29	7%	\$	37.39	\$	6.59	\$	57.16	\$	67.05	\$	76.93
	5/1/30	6%	\$	39.64	\$	6.99	\$	60.59	\$	71.07	\$	81.55

If the above scenarios are amenable to the board, we will go back and update the Ordinance and bring it back for approval in April. If the board wants to stick to the rates that are currently in the Ordinance we can approve the attached now, or alternatively wait to do it until next month.

### **Recommendation:**

District Staff recommends Approving an Ordinance Restating and Amending Ordinance 23-02 establishing Sewer User Service Charges for Users of the public sewage works in the Northern Moraine Wastewater Reclamation District, Counties of Lake and McHenry, State of Illinois and Establishing a Metered Billing Option for Residential Users thereof.

#### **Votes Required to Pass:**

Simple Majority, via a roll call vote







AN ORDINANCE RESTATING AND AMENDING ORDINANCE NO. 1423-02

ESTABLISHING SEWER USER SERVICE CHARGES FOR USERS
OF THE PUBLIC SEWAGE WORKS IN THE
NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT,
COUNTIES OF LAKE AND MCHENRY, STATE OF ILLINOIS
AND ESTABLISHING A METERED BILLING OPTION
FOR RESIDENTIAL USERS THEREOF

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Adopted by the
President and Board of Trustees
of the
Northern Moraine Wastewater Reclamation District
this \_\_\_\_ day of \_\_\_\_\_\_\_, 20232025

ORDINANCE NO. 2325-

Published in pamphlet form by direction and authority of the Northern Moraine Wastewater Reclamation District, Counties of Lake and McHenry, State of Illinois this \_\_\_ day of \_\_\_\_\_\_, 20232025

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ORDINANCE NO. 2325-

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AN ORDINANCE RESTATING AND AMENDING ORDINANCE NO. 1423-02
ESTABLISHING SEWER USER SERVICE CHARGES FOR USERS
OF THE PUBLIC SEWAGE WORKS IN THE
NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT,
COUNTIES OF LAKE AND MCHENRY, STATE OF ILLINOIS

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AND ESTABLISHING A METERED BILLING OPTION FOR RESIDENTIAL USERS THEREOF

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WHEREAS, in January 2014, the Board of Trustees (the "District Board") of the Northern Moraine Wastewater Reclamation District (the "District") adopted its Ordinance No. 14-02, which ordinance established a comprehensive schedule of sewer user service charges for users of the District's public sewage works; and

**WHEREAS**, the District Board has the authority to amend its fees and charges as reasonably determined in the legislative discretion of the District Board, and pursuant to such authority the District Board has amended Ordinance No. 14-02 from time-to-time; and

<u>WHEREAS</u>, the District Board has most recently comprehensively amended Ordinance No. 14-02 with its Ordinance No. 23-02, which ordinance established new sewer user service charges for 2023 and 2024; and

WHEREAS, the District Board has recently undertaken a comprehensive review of its costs and operations through its Decennial Committee established pursuant to Public Act 102-1088 and its 2024 Facility Plan Update, including a user fees rate study, and has determined that a rate increase is necessary to cover ongoing operations, maintenance, and replacement costs for District property; and

WHEREAS, the District Board has determined that it is in the best interest of the District and its residents and taxpayers to restate and comprehensively amend Ordinance No. 1423-02 (as amended) as hereinafter set forth; and

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WHEREAS, although the District has historically charged residential users a flat sewer user service charge while allowing some nonresidential users the option of a metered sewer user service charge, the District Board's comprehensive review of the District's operations and budget indicates that a metered billing structure with a flat base charge would be beneficial to certain low usage residential sewer users without adversely impacting the District's revenue; and

WHEREAS, the District Board has determined that it is in the best interest of the District and its residents and taxpayers also to offer residential sewer users the option of a metered plan for sewer user service charges as hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, COUNTIES OF LAKE AND MCHENRY, STATE OF ILLINOIS, as follows:

#### **SECTION 1 DEFINITIONS**

Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

- 1.2 "Billing Period" the period of time for which a user of the sewerage system is billed by the District. The length of the Billing Period shall be monthly.
- 1.3 "CBOD" carbonaceous biochemical oxygen demand which is defined as the quantity of oxygen required to oxidize only the carbonaceous organic matter in five (5) days at 20 degrees C., determined by standard laboratory test procedures and expressed in mg/l.
- 1.4 "District" the Northern Moraine Wastewater Reclamation District of Lake and McHenry Counties, Illinois.

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- "Dwelling, Multi-Family" a residential building or portion thereof, containing two or more dwelling units; but not including hotels, motels, rooming houses, rest homes, tourist homes, mobile homes, or trailers.
- 1.7 "Dwelling, Single Family Detached" a dwelling containing only one dwelling unit, situated on a separate subdivision lot capable of individual sale and surrounded by open space.
- 1.8 "Dwelling Unit" a group of rooms constituting all or part of a dwelling which are arranged, designed, used or intended for use exclusively as living quarters for one family and which includes cooking facilities.
- 1.31.1 "Ordinance" means this ordinance.
- 4.41.9 "Federal Act" the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended by the Federal Water Pollution Control Act or Amendments of 1972 (Public Law 92-500 and Public Law 93-243) and the Clean Water Act of 1977 (Public Act 95-217) and any amendments thereto.
- 1.10 "mg/l" means milligrams per liter. 1.5
- 1.11 1.6 "Non-Residential User" any user of the sewage works located in a structure that is not primarily used as a residence by its occupants, including any incidental residential use.
- 1.12 "NPDES Permit" means any permit or equivalent document to regulate the discharge of pollutants pursuant to Section 402 of the Federal Act.
- 1.13 "Ordinance" means this ordinance.
- 1.14 "Owner" the titleholder of record of the premise, including, without limitation any or all beneficiaries of any trust holding title to the premises.
- 4.1 <u>"State Grant" a State of Illinois grant under the State Act for financing the construction of sowage works.</u>
- 1.1 1.8 <u>"Shall" means mandatory; "May" means permissive.</u>
- 1.1 1.9 <u>"CBOD" carbonaceous biochemical oxygen demand which is</u>

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erganic matter in five (5) days at 20 degrees C., determined by standard laboratory test precedures and expressed in mg/l.

1.10 <u>"Basic User Charge" - the amount to be paid each billing period by all public sewer users for payment of operation and maintenance costs plus replacement of the sewage</u>

1.11 "mg/l" moans milligrams per liter.

1.12 "NPDES Permit" - means any permit or equivalent document to regulate the discharge of pollutants pursuant to Section 402 of the Federal Act

1.13 "Owner" the titleholder of record of the premise, including, without limitation any or all beneficiaries of any trust holding title to the promises.

1.20 "Replacement Costs" – expenditures for purchasing and installing equipment, accessories, or appurtenances which are necessary during the service life of the sewage works to maintain the capacity and performance for which such works were designed and constructed.

1.21 ——"Residential Metered Sewer Service User Charges" — Sewer User
Service Charges for Residential Users who elect pursuant to Section 2,1.48
——7 of this Ordinance to be charged for services from the sewage works in accordance with metered water readings as set forth in Part 5 of Exhibit A.

Such Residential Metered Sewer Service User Charges shall consist of a basic

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	<u>user charge for operation and maintenance plus replacement and any</u> applicable surcharge.		
	<u>applicable surcharge.</u>		Formatted: Font: 11 pt
1.22	"Residential User" – any user of the sewage works located in a structure that is primarily used as a residence by its occupants.	1	Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1"
1.1	- 1.19 "Non Residential User" any user of the sewage works located		Formatted: List Paragraph, Indent: Left: -0.5", Hanging: 0.5", Tab stops: Not at 0.5" + 1"
	in a structure that is not primarily used as a residence by its occupants,	T	Formatted: Font: 11 pt
1.23	including any incidental residential use.  1.20Sanitary Sewer" – a sewer that conveys sewage and polluted		Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1"
1.20	industrial wastes, and to which storm water, surface drainage, ground water or unpolluted wastewater is not intentionally admitted.		Formatted: List Paragraph, Indent: Left: 0", First line: 0", Tab stops: Not at 0.5" + 1"
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	commercial, industrial and institutional buildings together with such ground	X	Formatted: List Paragraph, Tab stops: Not at 0.5" + 1"
	water infiltration and surface water inflow that may be in the sewers.		Formatted: Font: 11 pt
1.05	4.22 "Cowago Treetment Dient" on arrangement of devices a	\ Y	Formatted
1.23	1.22"Sewage Treatment Plant" – an arrangement of devices, structures and processes for the treating and disposing of sewage.	1	Formatted: List Paragraph, Tab stops: Not at 0.5" + 1"
	* structures and processes for the treating and disposing of sewage.		Formatted: Font: 11 pt
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	pumping sewage and treating sewage and industrial waste in conformity with	1	Formatted: List Paragraph, Tab stops: Not at 0.5" + 1"
	the District's NPDES permit and the Federal Act.		Formatted: Font: 11 pt
1.27	"Sewer" – a pipe or conduit for conveying sewage or any other wastewater,		Formatted
1.21	including storm water, surface water and ground water drainage.		Formatted: Font: 11 pt
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1.28	1.24 <u>"Sewer O&amp;M Fund" – the principal accounting designation for</u>	1	Formatted: List Paragraph, Tab stops: Not at 0.5" + 1"
	all revenues received in the operation of the sewage works.	M	Formatted: Font: 11 pt
1.29	Sewer User Service Charge" – the total amount to be paid each billing period.	/ Y	Formatted
1.20	by public sewer users including the basic user charge and a surcharge, if		Formatted: List Paragraph, Tab stops: Not at 0.5" + 1"
	applicable.	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Formatted
	•	-	Formatted: List Paragraph, Tab stops: Not at 0.5" + 1"
<u>1.30</u>	"Shall" means mandatory; "May" means permissive.		Formatted
1.31	"State Act" – the Illinois Anti-Pollution Bond Act of 1970 and any amendments		Formatted: Font: Times New Roman, 11 pt
1.01	thereto.	1	Formatted: Font: 11 pt
	dioroto.	, \	Formatted
1.32	1.25 <u>"State Grant" – a State of Illinois grant under the State Act for</u>	M	Formatted: Font: Times New Roman, 11 pt
	financing the construction of sewage works.	//	Formatted
1 1	"Sower O&M Fund" - the principal accounting designation for all revenues	1	Formatted: Font: 11 pt
+	received in the operation of the sewage works.	1	Formatted: Font: Times New Roman, 11 pt
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- 1.26 <u>"Sewage Works" all facilities of the District for collecting and pumping sewage and treating sewage and industrial waste in conformity with the District's NPDES permit and the Federal Act.</u>

- "User" the owner of any premises, as well as any person with any possessoryinterest in the real property or a person directly benefiting from such ownership
  or possessory interest. A person with a possessory interest shall include,
  without limitation, a person occupying or using the real estate by tenancy, use
  and occupancy, license, or adverse possession. A user shall also include any
  person who acquires possession or control of the premises by or through any
  judicial or extra-judicial legal proceeding or transaction, including, without
  limitation, appointment of a receiver, assignment for the benefit of creditors,
  deed in lieu of foreclosure, or assignment of rents or leases.

- 1.33 "Billing Period" the period of time for which a user of the sewerage system is billed by the District. The length of the Billing Period shall be menthly.

#### SECTION 2 SEWER USER SERVICE CHARGES

2.1 There shall be and there are hereby established Sewer User Service Charges for the use of and for the service supplied by the District sewage works which shall consist of a basic user charge for operation and maintenance plus replacement and a surcharge, if applicable.

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2.1.1 The Sewer User Service Charge shall be determined by the amount of revenue funds required to operate and maintain the District sewage works and to provide a depreciation fund for the repair and/or

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replacement of component parts of said sewage works for each fiscal year.

- 2.1.2 The 2.1.1 TheSewer User Service Charge to be paid monthly by all sewer users within the corporate limits of the District shall be in accordance with **Exhibit A** based on the user class for such user as determined by the District.
- 2.1.3 Unless otherwise provided for in a written intergovernmental or special sewer service agreement, the Sewer User Service Charges for each user outside the corporate limits of the District shall include a surcharge of fifty percent (50%) to each such user of the basic user charge as set forth in Exhibit A based on the user class for such user as determined by the District.
- 2.1.4 A surcharge shall be levied to all sewer users whose wastewater exceeds the normal concentrations of 200 mg/l of CBOD and/or 250 mg/l of suspended solids as determined by waste sampling which shall be performed as often as deemed necessary by the District Manager and shall be binding as the basis for computing the surcharge. These surcharges shall be in accordance with Exhibit A as determined by the District.
- 2.1.5 Fees for other services such as filing of liens, returned checks and collection of outstanding debits to the District shall be charged in accordance with Exhibit A.
- 2.1.6 For non-residential users (unless otherwise provided in Exhibit A), the basic user charge shall be based on the water usage as recorded by approved water meters and/or sewage meters for wastewater having normal concentrations of 200 mg/l of CBOD and 250 mg/l of suspended solids.
  - (a) Metered usage shall be read to the lowestnearest even increment of 1,000 gallons.
  - (b) Sewer users who obtain any portion of their water service from other than public water supply sources shall install and maintain, at no expense to the District, water meters of a type approved by the District Manager for the purpose of metering the water usage obtained from such other sources.
  - (c) Wherever required by the District Manager, sewage meteringdevices shall be installed and maintained, at no expense to the District, when the volume of wastewater discharged to the public sewer cannot be otherwise determined by use of water meters.

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(d) Metering devices shall not be removed without the consent of the District Manager or written notification has been provided to the Northern Moraine Wastewater Reclamation District seven calendar days prior to the removal of service. **Formatted:** List Paragraph, Indent: Left: 1.5", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 2 + Alignment: Left + Aligned at: 1.5" + Indent at: 1.75"

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Notwithstanding Part 1 or Part 2 of **Exhibit A**, a Residential User may elect toreceive service from the District sewage works based upon payment of
Residential Metered

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1.7 The Sewer User Service Charge shall be determined by the amount of revenue funds required to operate User Charges, but only in accordance with the following conditions and requirements:

- (a) The Residential User must submit an application to the District that demonstrates that the Residential User currently maintains an account with the District in good standing as of the most recent billing period;
- The Residential User must receive municipal potable water service from a Public Water Provider;
- (c) The Residential User must have and maintain an agreement, enforceable by the District sewage works and to provide, with a depreciation fund Public Water Provider for the sharing of water meter reading data by such Public Water Provider with the District.
- (d) The premises of such Residential User must be equipped with an operational water meter of a type approved by the District, which meter is subject to periodic testing, inspection, repair and/, or replacement of component parts of said by the District and Public Water Provider, with any such costs for periodic testing, inspection, repair, or replacement to be borne by the Residential User:
- (e) The Residential User's premises shall not be served by well water;
- 2.1.2(f) Upon approval of a Residential User's application to receive service from the District sewage works for each fiscal year.based upon payment of Residential Metered Sewer Service User Charges, all subsequent billing associated with such premises shall be based on the Residential Metered Sewer Service User Charges exclusively and the premises may not be converted back into any flat rate billing for sewer user service; and
- 2.1.3 The Sewer User Service Charge to be paid monthly by all sewer users within the corporate limits of the District shall be in accordance within **Exhibit A** as approved by the Northern Moraine Wastewater Reclamation District.

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- 2.1.4 The Sewer User Service Charges for each user outside the corporate limits of the District shall include a surcharge of fifty percent (50%) of the basic user charge, to each such user, as if such user were within the corporate limits of the District, except as provided for in a written intergovernmental or special sewer service agreement.
- 2.1.5 A surcharge shall be levied to all sewer users whose wastewater exceed the normal concentrations of 200 mg/l of CBOD and/or 250 mg/l of suspended solids as determined by waste sampling which shall be performed as often as deemed necessary by the District Manager and shall be binding as the basis for computing the surcharge. These surcharges shall be in accordance with Exhibit A as approved by the Northern Moraine Wastewater Reclamation District.
- 2.1.62.1.2 Fees for other services such as filing of liens, returned checks and collection of outstanding debits to the District shall be charged in accordance with Exhibit A.
  - (g) In the event that a Residential User subject to Residential

    Metered Sewer Service User Charges fails to comply with the
    conditions and requirements of this Section 2.1.7 during any
    billing period such that accurate meter readings are not
    provided to the District on a timely basis, the District may, in its
    sole discretion, elect to render the bill for that billing period
    based on 150% of the Sewer Service User Charges in Part 1 or
    Part 2 of Exhibit A.
- 2.2 The Sewer User Service Charges shall be reviewed annually by the District's—Board of Trustees and revised as appropriate to reflect changes in operation and maintenance costs including replacement costs of the Northern Moraine Wastewater Reclamation District. Adequacy of the Sewer User Service Charges shall be reviewed annually by the certified public accountants for the District in their annual audit report. Notwithstanding the foregoing, the District Board can establish multi-year adjustments to Sewer User Service Charges when the District Board determines that such schedule will meet the financial needs of the District and provide for more advantageous fiscal planning.
- 2.3 Sewer User Service Charges shall be billed in arrears on a monthly basis to all-sewer users. Bills for sewer service shall be mailed or otherwise delivered on or after the first day of the month succeeding the billing period for which the service is provided, and payment shall be due twenty-one (21) days after the date the bill was rendered. If payment of the entire amount of said bill for Sewer User Service Charges is not received by the District on or before the twenty-first (21st) day after the billing date, then a late payment penalty of ten percent (10%) of the unpaid balance of the current bill shall be added thereto and become due and payable.

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Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 1" + Indent at: 1" 2.4 Any and all users of the premises shall be jointly and severally liable to pay the Sewer User Service Charge for service to the premises, and service is furnished to the premises by the District only upon the condition that the users are jointly and severally liable therefore therefor, to the District. Bills will be mailed to the owners of record of the premises. The District shall not be responsible for forwarding bills to tenants or other persons notwithstanding whether such other persons are users and therefore, are jointly and severally liable.

Except as provided in this sub-paragraph to paragraph 2.4 of this Ordinance, the joint and several liability of any users of the premises shall include all — charges due and owed pertaining to such premises regardless of the date that person became a user pursuant to this Ordinance or any preceding ordinance of the District. In the event that any premises are sold, transferred assigned to another (hereinafter referred to as the "transferee") by any person or entity theretofore responsible for payment of charges (hereinafter - referred to as the "transferor"), it shall be the transferor and the transferee to notify, in responsibility of both the writing, the District of the intended \_\_transfer no less than five (5) working days prior to the date of the intended transfer Upon notification, the District shall render a final premises. prorated billing for such service, prorated to the date of the transfer or assignment, and upon full payment proposed sale. thereof, the transferor shall \_thereafter be relieved of any further responsibility for such service. In the event that the District is not so notified of such transfer the transferee shall be deemed jointly and severally liable with the transferor for all unpaid charges for the premises incurred up to and including the date of transfer, as well as thereafter. In the event that the District is not so notified andtimely paid the \_\_\_pro-rated amount calculated to the date of the proposed sale, transfer or assignment prior to such transfer, the transferee shall be deemed jointly and severally liable with the transferor for all unpaid charges for the premises —incurred up to and including the date of transfer, as well as thereafter.

2.5 In the event the Sewer User Service Charges, including any penalty then due, are not paid within thirty (30) days after the date of billing, such charges and penalties shall be deemed and are hereby declared to be delinquent, and thereafter the District may file suit against the delinquent owner or owners or any users to recover the unpaid Sewer User Service Charges as well as any and all court costs and attorney fees incurred by the District in filing such civil suit or costs, including attorneys' fees, incurred in collecting the past due charges. The District may also file a statement of lien claim with the County Recorder of Deeds in the county where the premises are located. This statement of lien claim shall include the legal description of the premises and the amount of the unpaid Sewer User Service Charges as of the date of recording. The recording of the lien itself shall be sufficient to include all

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additional accruing charges to be included in such lien until the date such lien is released. The District may cause notice of its claim for lien to be sent to any or all known users or other persons with an interest in the premises. The failure of the District to record a lien with the County Recorder of Deeds, or to mail the notice of delinquency and lien to an owner, user or occupant of the premises, or failure of a user to receive such notice shall not affect the right of the District to foreclose the lien for unpaid bills as mentioned in the foregoing section.

2.6 Premises subject to the District's lien may be foreclosed upon and sold for nonpayment of charges, and the proceeds shall be applied to pay for the amounts due the District and costs and expenses incurred in the foreclosure, including reasonable attorney fees. The foreclosure proceeding shall be by a bill-in-equity or other action in the name of the District, and the District's attorney is authorized and directed without further Board of Trustees approval to institute such proceedings in the name of the District in any court having jurisdiction of such matters against any premises for which the bill has remained unpaid for a period of 60 days.

2.7 The Clerk of the District shall receive all revenues from the Sewer User Service Charges and all other funds and moneys incident to the operation of the sewage works as the same may be delivered to the Clerk and deposit the same in the account of the fund designated for the Sewer O&M Revenue Fund. Said Clerk shall administer such fund in every respect in the manner provided in Section12a of the Sanitary District Act of 1917, 70 ILCS 2405/12a, and all other laws amendatory thereof and supplementary thereto. The Clerk of the District shall report monthly to the Treasurer of the District on all revenues received and expenses incurred such that the Treasurer may report on the finances of the District to the Board of Trustees.

- 2.8 The Sewer User Service Charges shall be paid by any and all users of any premises that actually are or required to be connected to the District's sewage works, whether or not said premises are in fact connected to the District's sewage works, and shall commence on the last day said premises was required to be connected to the system. The fact that any premise is not occupied on a permanent or temporary basis does not negate the obligation to pay Sewer User Service Charges.
  - a) In the event the Sewer User Service Charges for any premises are unpaid (delinquent) for 90 days or more past the due date, the District may discontinue sewer service to the premises. In such case, the District may block the flow of sewage from the delinquent premises to the District's sewer main, or physically disconnect the service line from the sewer main. The cost incurred by the District for such disconnection shall be added to the amount due to the District.

b) Sewer service shall not be restored to any premises whose service is discontinued except upon payment to the District of all delinquent Sewer User Service Charges, penalties as well as payment of a new connection Formatted: Font: 11 pt
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fee and connection permit and inspection fee (as is due in the case of original connection to the District's system) at the then current rates. The cost of restoring the physical connection from the disconnected premises to the District's sewer main shall be borne solely by the User.

c) In lieu of, or in addition to disconnecting sewer service as provided above, the District may obtain the discontinuance of water service to any Premises for which Sewer User Service Charges are unpaid (delinquent) for more than 90 days past the due date, in accordance with the provisions of 70 ILCS 3010/7.

Any public or municipal corporation or political subdivision of the State furnishing water service to a premises shall discontinue that service upon receiving written notice from the District that payment of the Sewer User Charges for service to the premises has become delinquent and shall not resume water service until receiving a similar notice that the delinquency has been removed. The District shall not request discontinuation of water service before sending a notice of the delinquency to the sewer User and affording the User an opportunity to be heard. The District shall reimburse the public or municipal corporation or political subdivision of the State for the reasonable cost offor the discontinuance and the resumption of water service. The District may contract with any privately owned or public utility for the discontinuance of water service to a premise with respect to which the payment of Sewer User Service Charge has become delinquent. The District shall reimburse the water service provider for any lost water service revenues and the costs of discontinuing water service to the extent required by law, and shall indemnify the water service provider for any judgment and related attorney's fees resulting from an action based on any

ii. \_\_\_\_The User shall be liable to the District for all costs and expenses incurred in shutting off or disconnecting, as well as restoring the User's water or sewer service, (including without limitation amounts incurred by the District pursuant to Section 2.8.C.(i) of this Ordinance), which shall be paid to the District before such service(s) are restored. Fees shall be in accordance with fees established in Exhibit A, as approved by the Northern Moraine Wastewater Reclamation District.

#### **SECTION 3 ACCOUNTS**

3.1 The District shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the Sewer O&M Fund, and at regular annual Formatted: Font: Arial, 11 pt

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provision of this paragraph.

intervals shall cause to be made an audit of the books to show the receipts and disbursements of said fund by the certified public accountants for the District.

- 3.2 In addition to the customary operating statements, the annual audit report shall also is intended to reflect the revenues and operating expenses of the sewage works including a replacement cost, to indicate that Sewer User Service Charges do in fact comply with this ordinance. In this regard, the financial information to be shown in the audit report shall expected to include the following:
  - 3.2.1 Flow data showing total gallons of wastewater treated for the fiscal year.
  - 3.2.2 Billing data to show total number of dollars billed.
  - 3.2.3 Debt service for the next succeeding fiscal year.
  - 3.2.4 Number of users connected to the sewage works.
  - 3.2.5 Number of non-metered users,

#### SECTION 4 NOTICE OF SEWER USERS SERVICE CHARGES

4.1 A copy of this ordinance properly certified by the District Clerk, shall be filed in the Office of the Recorder of Deeds of Lake and McHenry Counties, Illinois, and shall be deemed additional public notice to all persons of the Sewer User Service Charges and fees of the District for sewer service.

#### SECTION 5 PENALTY

5.1 Any person, firm, corporation, association, agent or legal representative violating any of the terms and provisions of this ordinance except for non-payment of Sewer User Service Charges shall be subject to a penalty of not less than \$10 nor more than \$500 for each said violation. Each day the violation continues shall be construed as a separate offense.

In the event there is a failure to make any payments due and owing under the terms and conditions of this ordinance, the District shall send written notice of demand for payment and thereafter there shall be assessed penalties on all sums due and owing in the amount of ten (10%) percent per month on the unpaid balance of the current bill.

#### SECTION 6 ACCESS TO RECORDS

5.1 The Illinois Environmental Protection Agency or its authorized representative shall have access to the books, documents, papers and records of the District which are applicable to the District system of Sewer User Service Charges for the purpose of making audit, examination, excerpts and transcriptions thereof

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to insure compliance with the terms of the Special and General Sections to the State grant.

#### SECTION 7 EFFECTIVE DATE OF SEWER USER SERVICE CHARGES

7.1 The rates, fees and charges established for sewer user service in Section 2 and Exhibits A shall be effective on the effective date(s) listed in Exhibit A of the ordinance as may be amended from time to time.

#### **SECTION 8 VALIDITY**

- 8.1 All ordinances and any parts thereof in conflict with the terms and provisions of this Ordinance are hereby repealed to the extent of such conflict.
- 8.2 If any of the provisions of this Ordinance or the application thereof to any person or circumstance is declared invalid by a Court of competent jurisdiction said partial invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision and to this extent the provisions of this Ordinance are declared to be severable.

This Ordinance shall be published in pamphlet form by and under the authority of the corporate authorities of the Northern Moraine Wastewater Reclamation District, Lake and McHenry Counties, Illinois.

#### SECTION 9 ORDINANCE IN FORCE

- 9.1 This Ordinance shall be in full force and effect from and after May 1, 20232025. The rates, charges, and other fees set forth in Exhibit A shall be applicable to the first full billing period following the effective date(s) noted in the Ordinance.
- 9.2 Passed and adopted by the Board of Trustees of the Northern Moraine Wastewater Reclamation District, Counties of Lake and McHenry, State of Illinois, on this \_\_\_ day of \_\_\_\_\_, 20232025 by the following vote:

Ayes: Nays: Abstain:

Approved this \_\_\_\_\_ Day of \_\_\_\_\_\_, 20232025.

Kenneth A. Michaels, Jr., President Northern Moraine Wastewater Reclamation District Formatted: Font: Arial, 11 pt

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## ATTEST:

Deborah MartinElisa Fisher, Clerk
Northern Moraine Wastewater Reclamation District

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Ordinance No. 2325-

#### Exhibit A

# NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, LAKE AND MCHENRY COUNTIES, ILLINOIS

Effective May 1, 20232025.

Sewer User Service Charges within the District shall be as follows:

\$44.6850.76 per month per individual residential single-family detached dwelling unit per connection.

4. On May 1, 20242026, this charge shall increase to \$46.9154.82.

- \$44.68On May 1, 2027, this charge shall increase to \$59.21.
- On May 1, 2028, this charge shall increase to \$63.94.
- On May 1, 2029, this charge shall increase to \$69.06.
- On May 1, 2030, this charge shall increase to \$74.58.
- \$50.76 per month per livingdwelling unit for all apartment units or multiple living units in a multi-family dwelling within the corporate limits of the District. On May 1, 2024, this charge shall increase to \$46.91.
  - \$89.36On May 1, 2026, this charge shall increase to \$54.82.
  - On May 1, 2027, this charge shall increase to \$59.21.
  - On May 1, 2028, this charge shall increase to \$63.94.
  - On May 1, 2029, this charge shall increase to \$69.06. On May 1, 2030, this charge shall increase to \$74.58.
- 3. \$101.52 per month for up to 20,000 gallons discharged per month for all non
  - metered, non-residential users. On May 1, 2024, this charge shall increase to \$93.82.
  - On May 1, 2026, this charge shall increase to \$109.64.
    On May 1, 2027, this charge shall increase to \$118.41.
  - On May 1, 2028, this charge shall increase to \$127.89.
  - On May 1, 2029, this charge shall increase to \$138.12.
  - On May 1, 2030, this charge shall increase to \$149.17.

**Such users exceeding 20,000 gallons discharged per month** may be required to install a metering device to measure the volume of wastewater discharged and will result in reclassification to metered, non-residential users. Failure to install a required meter will result in a monthly rate of \$268.06. On May 1, 2024, this charge shall increase to \$281.46.304.56.

- \$44.68On May 1, 2026, this charge shall increase to \$328.93.
- On May 1, 2027, this charge shall increase to \$355.24.
- On May 1, 2028, this charge shall increase to \$383.66.
  On May 1, 2029, this charge shall increase to \$414.35.
- On May 1, 2030, this charge shall increase to \$447.50.

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- \$50.76 per month for non-metered non-residential users who can consistently demonstrate a low user usage of 10,000 gallons or less per month, as verified by the Northern Moraine Wastewater Reclamation District. On May 1, 2024, this charge shall increase to \$46.91.
  - \$4.46On May 1, 2026, this charge shall increase to \$54.82.
  - On May 1, 2027, this charge shall increase to \$59.21.
  - On May 1, 2028, this charge shall increase to \$63.94.
  - On May 1, 2029, this charge shall increase to \$69.06.
  - On May 1, 2030, this charge shall increase to \$74.58.
- \$5.08 per 1,000 gallons of metered usage erplus a minimum base charge, applied per bill of \$44.6333.48 per month, whichever is greater, for all metered non-residential and metered non-residential users.
  - 5. On May 1, 20242026, this charge shall increase to \$4.695.48 per 1,000 gallons of metered usage or plus a minimum billbase charge of \$46.9136.16 per month; whichever is greater for all metered non-residential users.
  - \$1.53On May 1, 2027, this charge shall increase to \$5.92 per 1,000 gallons of metered usage plus a base charge of \$39.05 per month for all metered nonresidential users.
  - On May 1, 2028, this charge shall increase to \$6.39 per 1,000 gallons of metered usage plus a base charge of \$42.18 per month for all metered non-residential users.
  - On May 1, 2029, this charge shall increase to \$6.91 per 1,000 gallons of metered usage plus a base charge of \$45.55 per month for all metered non-residential users.
  - On May 1, 2030, this charge shall increase to \$7.46 per 1,000 gallons of metered usage plus a base charge of \$49.19 per month for all metered non-residential users.
- \$1.74 per pound of CBOD for discharges exceeding 200 mg/l of CBOD. On May 1, 2024, this charge-shall increase to \$1.61.
  - \$1.53 On May 1, 2025, this charge shall increase to \$1.88.
  - On May 1, 2026, this charge shall increase to \$2.03.
  - On May 1, 2027, this charge shall increase to \$2.19.
  - On May 1, 2028, this charge shall increase to \$2.37.
  - On May 1, 2029, this charge shall increase to \$2.56.
  - On May 1, 2030, this charge shall increase to \$2.76.
- 7. \$1.74 per pound of suspended solids for discharges exceeding 250 mg/l of suspended solids.
  - On May 1, 20242026, this charge shall increase to \$1.6188.
  - On May 1, 2027, this charge shall increase to \$2.03.
  - On May 1, 2028, this charge shall increase to \$2.19.
  - On May 1, 2029, this charge shall increase to \$2.37.
  - 7. On May 1, 2030, this charge shall increase to \$2.56.
- 8. A discount of \$1.00 per billing period may be applied in cases where paperless billing and payments are used or for billing periods for which prepayment was received to the extent that no bill is issued by the District.

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# FEES CHARGED FOR ISSUING NOTICES OF DELINQUENCY, PROCESSING WATER SHUT OFF NOTICES, PROCESSING SERVICE SUSPENSIONS AND/OR REINSTATEMENTS DUE TO DELINQUENCY, FILING AND RELEASING OF LIENS AND RETURNED CHECKS

#### Fee Schedule:

For Sewer Users in the Village of Island Lake: Issuance of Notice of Delinquency Issuance of Water Shut off Notice Village of Island Lake Red Tag Fee Village of Island Lake Shutoff/Turn On fee	\$15.00 \$30.00 \$55.00 \$105.00
For Sewer Users in the Village of Lakemoor: Issuance of Notice of Delinquency Issuance of Water Shut off Notice Village of Lakemoor Shutoff/Turn On fee	\$15.00 \$30.00 \$55.00
For Sewer Users in the Village of Port Barrington: Issuance of Notice of Delinquency Issuance of Service Suspension Notice Issuance of Service Suspension Second Notice NMWRD Sewer Service Shutoff/Restoration Fee	\$15.00 \$30.00 \$65.00 \$105.00
For Sewer Users in Unincorporated Areas Issuance of Notice of Delinquency Issuance of Service Suspension Notice Issuance of Service Suspension Second Notice Issuance of Special Notices-Process Server Service Suspension via Disconnection	\$15.00 \$30.00 \$65.00 \$105.00 District's Cost
Filing of Liens Filing and Releasing of Liens in McHenry County Filing and Releasing of Liens in Lake County Returned Check Fee	\$141.00 \$155.00 \$25.00

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#### **AGENDA ITEM #10I**

Meeting Date: March 10, 2025

<u>Item:</u> Resolution on Appointment of District Trustees

**Staff Recommendation:** Approve Resolution 25-04 amending Resolution 23-05 Relating to

Appointment of District Trustees.

**Staff Contact:** Mohammed M. Haque, District Manager

#### **Background:**

We took the opportunity to update our Resolution related to Board of Trustees because the question was posed on whether a District Trustee could also be a Village employee of one of the Villages we serve. The District board has historically taken great pride in being a board that serves all our residents, regardless of Village and political affiliation. Even the Sanitary District Act of 1917 seeks to make the District board non-partisan by ensuring a balance of the board. A village employee serving as a District trustee would create incompatibilities between the offices and create conflicts. The attached resolution is updated in Section 2, Paragraph 2 with the following language to avoid potential conflicts.

In order to avoid any potential conflict of interest or any appearance of impropriety, and for the avoidance of potential incompatibilities between offices, the District Board shall not recommend the appointment of any Candidate who is currently employed by or serving the villages of Island Lake, Lakemoor, Port Barrington, or Holiday Hills.

#### **Recommendation:**

District Staff recommends Approving Resolution 25-04 amending Resolution 23-05 Relating to Appointment of District Trustees.

Phone: 847-526-3300

## **Votes Required to Pass:**

Simple Majority, via a roll call vote





#### **RESOLUTION NO. 25-**

# A RESOLUTION AMENDING RESOLUTION NO. 23-05 RELATING TO APPOINTMENT OF DISTRICT TRUSTEES

**WHEREAS,** the Northern Moraine Wastewater Reclamation District (the "*District*") exists and operates pursuant to the Sanitary District Act of 1917, 70 ILCS 2405/0.1 *et seq.* (the "*1917 Act*"); and

**WHEREAS,** pursuant to the 1917 Act, the Trustees of the District are to be appointed by the members of the General Assembly whose legislative districts encompass any portion of the District (the "Appointing Authority"); and

**WHEREAS,** in order to assist the Appointing Authority in its selection of Trustees to the District and to help ensure broad representation on the Board of Trustees of the District (the "*District Board*"), the District Board had adopted its Resolution No. 12-01 to provide a procedure for vetting candidates to serve on the District Board; and

**WHEREAS,** the District Board has previously amended Resolution 12-01 with its Resolution 23-05 so that representation on the District Board includes residents of the villages of Island Lake, Lakemoor, and Port Barrington or Holiday Hills; and

WHEREAS, the District Board now desires to amend Resolution 23-05 in order to address concerns with potential conflicts of interest and appearances of impropriety with respect to prospective District Board members who are employed by or serve the villages of Island Lake, Lakemoor, Port Barrington, or Holiday Hills; and

WHEREAS, the District Board finds that it is desirable and appropriate to amend the District's trustee appointment protocols in order to express its opposition to the potential appointment of District Board trustees who are currently employed by or serving any of the municipal bodies within the District's service area in order to avoid any impropriety or conflicts of interest between the District Board and the municipalities it serves;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, Lake and McHenry Counties, State of Illinois, as

follows:

<u>SECTION 1</u>: <u>Recitals</u>. The foregoing recitals are incorporated into this Resolution as if fully set forth herein.

SECTION 2: <u>Amended Trustee Appointment Protocols</u>. The District's trustee appointment protocols are hereby amended to read as follows:

- 1. No later than ninety (90) days in advance of the second Monday in April before the end of a Trustee's term (the "Appointment Date"), the District Clerk shall publish a Public Notice in the largest daily newspaper serving the majority of the District's service area announcing an opening on the District Board. That notice shall specify the Village or Villages from which a trustee vacancy will occur based on the Board Distribution and invite interested persons ("Candidates") to submit: (a) a written letter of application, including contact information; (b) a resume including a listing of qualifications; and (c) references and/or letters of recommendation. The Public Notice shall include a deadline for receiving applications such that they are available for review at the regular Board Meeting two (2) months preceding the Appointment Date. If a Candidate resides in unincorporated Lake or McHenry County, and his or her residence has been annexed into the District, such Candidate may apply as if he or she resided in the represented Village (i.e., Island Lake, Lakemoor, or Port Barrington or Holiday Hills), closest to his or her residence.
- 2. All Candidate applications received shall be forwarded to the District Board in the board packet for the regularly scheduled District Board meeting not less than two months prior to the Appointment Date. The District Clerk shall include a certification whether a Candidate is a resident of the Village from which a trustee is being sought or resides within the District's service area or is a customer of the District. Candidates shall be invited to attend a meeting of the District Board to discuss their interest in serving on the District Board. The District Board shall use this opportunity, at the Board's discretion, to interview and vet the Candidates to confirm their qualifications, the sincerity of their interest in serving, and to determine the Candidates' understanding of the need to serve the best interest of the District even when those interests conflict with the interests of the community within which they reside. This process shall be conducted during the open, public session of the meeting. In order to avoid any potential conflict of interest or any appearance of impropriety, and for the avoidance of potential incompatibilities between offices, the District Board shall not recommend the appointment of any Candidate who is currently employed by or serving the villages of Island Lake, Lakemoor, Port Barrington, or Holiday Hills.
- 3. Following the District Board meeting at which Candidates are interviewed, the District Board shall continue consideration of the Candidates to the next District Board meeting. In the interim, any District Board member may confer with not more than one other District Board member at a time regarding the qualifications and respective merits of the Candidates.

- 4. At the District Board meeting convened not less than one month before the Appointment Date, the District Board shall consider any recommendation on any particular Candidate or Candidates. Should the Board vote to recommend any one specific Candidate or Candidates, the Board President shall direct the District Manager to forward a letter of recommendation conveying the District Board's recommendation or recommendations, along with the applications of all Candidates received to the members of the Appointing Authority.
- 5. The final appointment or reappointment is entirely at the discretion of the Appointing Authority. The appointed Trustee, upon qualifications per the 1917 Act, shall be sworn in and seated at the first regularly scheduled board meeting following the appointment, subject to the requirements of the 1917 Act.
- 6. In the event of a sitting Trustee's term ends prior to an appointment or reappointment being made, that Trustee shall continue to serve until reappointed or replaced by the Appointing Authority.
- 7. In the event that a mid-term vacancy occurs, the District Clerk shall initiate this process as soon as practicable and the deadlines for submission of applications and process may be shortened to accommodate any legal requirements of the Appointing Authority under the 1917 Act.

<u>SECTION 3</u>: <u>Effective Date</u>. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

DATED this 10th day of March, 2025

Absent:

	NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT, an Illinois municipal corporation,
ATTEST:	President
District Clerk	
<u>VOTE</u> : Ayes:	
Nays:	
Abstain:	



# NORTHERN MORAINE WASTEWATER RECLAMATION DISTRICT UNPAID BILLS AS OF MARCH 07, 2025

		Transaction	Number /		
	Date	type	Description	Due date	Amount
A TO Z ENGRAVING					
	12/23/2024	Bill	Name Plates	01/02/2025	41.20
Total A TO Z ENGRAVING				_	41.20
ADVANCED AUTOMATION & CONTROLS, INC					
	02/27/2025	Bill	SCADA Modifications	03/01/2025	1,275.00
Total ADVANCED AUTOMATION & CONTROLS, IN	1C				1,275.00
AEP ENERGY					
	02/21/2025	Bill	3314 Burr Oak	03/03/2025	61.58
Total AEP ENERGY					61.58
AMAZON CAPITAL SERVICES					
	02/14/2025	Bill	Office Supplies	03/16/2025	21.86
	02/24/2025	Bill	Office Supplies	03/26/2025	26.99
	02/28/2025	Bill	Various	03/30/2025	844.44
	03/03/2025	Bill	Leadership Man	04/02/2025	12.97
	03/05/2025	Bill	Office Supplies	04/04/2025	55.98
	03/05/2025	Bill	Various	04/04/2025	182.93
Total AMAZON CAPITAL SERVICES					1,145.17
AT&T					
	01/31/2025	Bill	287329083032	02/10/2025	761.94
	02/11/2025	Bill	Feb Phone Bills	02/21/2025	2,111.90
otal AT&T					2,873.84
SITSPEED CONSULTING, INC					
	02/28/2025	Bill	IT Support	03/30/2025	850.00
otal BITSPEED CONSULTING, INC					850.00
BLUECROSS BLUESHIELD OF ILLINOIS					
	02/20/2025	Bill	Life Insurance	02/ 28/ 2025	155.00
otal BLUECROSS BLUESHIELD OF ILLINOIS					155.00
ARETINA TELLEZ					
	01/13/2025	Bill	Reg Mtg 01/13/2025	01/23/2025	350.00
otal CARETINA TELLEZ					350.00
HEMTRADE CHEMICALS CORPORATION					
	02/28/2025	Bill	Hyper Ion	03/10/2025	8,004.00
otal CHEMTRADE CHEMICALS CORPORATION				_	8,004.00
COM ED					
	02/19/2025	Bill	Holiday Hills	04/20/2025	810.56
otal COM ED				_	810.56
COMCAST CABLE					
	02/28/2025	Bill	Internet Services	03/30/2025	542.90
otal COMCAST CABLE				_	542.90
ONTINENTAL UTILITY SOLUTIONS, INC.					
	03/05/2025	Bill	MS Fees	04/04/2025	1,109.79
otal CONTINENTAL UTILITY SOLUTIONS, INC.				_	1,109.79
	02/20/2025	Bill	Supply Cables	03/22/2025	761.00
COVALEN	02/20/2025	Bill	Supply Cables	03/22/2025	
COVALEN  Total COVALEN	02/20/2025	Bill	Supply Cables	03/22/2025	
COVALEN  Total COVALEN	02/20/2025		Supply Cables Stone Road	03/22/2025	761.00
COVALEN  Fotal COVALEN  DIRECT ENERGY		Bill		_	761.00 761.00 105.62 192.80

	02/24/2025	Bill	2629 Wisteria	03/26/2025	613.73
	02/24/2025	Bill	4320 Watersedge	03/26/2025	151.27
	02/24/2025	Bill	E Side Westridge Dr	03/26/2025	312.86
	02/24/2025	Bill	3923 Hale Ln	03/26/2025	161.41
	02/24/2025	Bill	230 South Shore	03/26/2025	239.85
	02/24/2025	Bill	243 Timber Trail	03/26/2025	185.84
	02/24/2025	Bill	243 Timber Trail	03/26/2025	252.30
	02/24/2025	Bill	100 Rawson	03/26/2025	562.32
	02/24/2025	Bill	2900 Spruce	03/26/2025	188.14
	02/24/2025	Bill	3390 Waterford	03/26/2025	329.04
	02/25/2025		500 Wegner	03/27/2025	543.62
	02/25/2025		Darrell & Wagon	03/27/2025	42.33
	02/25/2025		127 South Drive	03/27/2025	477.17
			420 Timber	03/27/2025	13,070.17
	02/25/2025		532 Santa Barbara	03/27/2025	121.59
	02/25/2025		Stone Road	03/ 27/ 2025	202.37
	02/25/2025		2285 Walnut	03/ 27/ 2025	141.89
	02/ 25/ 2025		Fenview & Dowell	03/ 27/ 2025	102.59
	02/ 25/ 2025		300 Herbert	03/ 27/ 2025	43.80
	02/ 23/ 2023		27715 W Route 120	03/ 27/ 2025	213.84
	02/ 27/ 2025		300 Venice	03/ 29/ 2025	188.10
	02/ 27/ 2025		100 S Lakeshore	03/ 29/ 2025	164.93
T. A. I. DUDECT ENERGY	02/2//2025	DIII	100 3 Lakeshore	03/ 29/ 2023	
Total DIRECT ENERGY					18,788.22
FILIPPINI LAW FIRM, LLP	02/10/2025	D:II	Land Face	02/21/2025	0 200 50
	02/19/2025	RIII	Legal Fees	03/21/2025	8,290.50
Total FILIPPINI LAW FIRM, LLP First Bank					8,290.50
	02/18/2025	Bill	FEB STMT	02/ 28/ 2025	831.45
	02/26/2025	Bill	FEB STMT	03/08/2025	2,588.02
Total First Bank					3,419.47
GRANITE MASTERS CHICAGO LLC					
	02/28/2025	Bill	Countertops for the Bre	03/10/2025	2,500.00
Total GRANITE MASTERS CHICAGO LLC					2,500.00
GRUNDFOS WATER UTILITY INC					
	02/11/2025	Bill	Base Elbows	03/13/2025	2,196.00
Total GRUNDFOS WATER UTILITY INC					2,196.00
LIBERTY MUTUAL INSURANCE COMPANY					
	02/17/2025	Bill	Ragland Bond	02/27/2025	100.00
	02/17/2025	Bill	Michaels Bond	02/27/2025	100.00
	02/20/2025	Bill	Roscan Bond	03/02/2025	100.00
Total LIBERTY MUTUAL INSURANCE COMPANY					300.00
LOU'S GLOVES					
	01/02/2025	Bill	Safety Gloves	02/01/2025	628.00
Total LOU'S GLOVES	0., 02, 2020				628.00
McGUIRE WOODS CONSULTING					020.00
Meddine Woods consoliting	02/11/2025	Rill	Consulting	03/13/2025	3,500.00
Total McGUIRE WOODS CONSULTING	02/11/2023	DIII	Consulting	03/ 13/ 2023	
					3,500.00
MENARDS - FOX LAKE	12/26/2024	D:II	Out and the or Constalling	01/25/2025	01.03
	12/26/2024		Operating Supplies	01/25/2025	91.93
T	02/21/2025	RIII	Operating Supplies	03/23/2025	141.15
Total MENARDS - FOX LAKE					233.08
MIDWEST POWER INDUSTRY, INC.					
	08/ 26/ 2024		Gen Repairs	09/ 25/ 2024	577.50
	11/19/2024	Bill	Annual Prev. Main.	12/ 19/ 2024	14,390.00
Total MIDWEST POWER INDUSTRY, INC.					14,967.50
NICOR GAS					
	02/07/2025		1532 Sunset Dr	02/17/2025	155.01
			000514/ 1 /	02/20/2025	60.00
	02/10/2025		2285 Walnut	02/20/2025	60.09
	02/10/2025 02/10/2025		3440 Hale Lane	02/ 20/ 2025	62.26
		Bill			
	02/10/2025	Bill Bill	3440 Hale Lane	02/20/2025	62.26

	02/10/2025	Bill	230 S Shore Dr	02/20/2025	60.09
	02/10/2025	Bill	2301 Fen View Circle	02/20/2025	58.81
	02/10/2025	Bill	3923 Hale Ln	02/20/2025	58.42
	02/10/2025	Bill	32250 Darrell Rd	02/20/2025	57.73
	02/10/2025	Bill	3390 Waterford Way	02/20/2025	62.27
	02/11/2025	Bill	2629 Wisteria Way	02/21/2025	159.83
	02/11/2025	Bill	420 Timber	02/21/2025	1,572.95
	02/11/2025	Bill	100 Rawson Bridge Rd	02/21/2025	153.27
	02/11/2025	Bill	113 Timber	02/21/2025	380.19
	02/11/2025	Bill	127 South D	02/21/2025	163.53
	02/11/2025	Bill	27715 Route	02/21/2025	81.34
	02/12/2025	Bill	500 Wegner Rd	02/22/2025	61.70
	02/12/2025	Bill	103 S Lakeshore Dr	02/22/2025	157.44
Total NICOR GAS					3,428.02
NORTHWESTERN MEDICINE OCCUPATIONAL HE	ALTH				
	12/31/2024	Bill	DOT Testing	01/10/2025	345.00
Total NORTHWESTERN MEDICINE OCCUPATIONA	L HEALTH		3		345.00
PACE ANALYTICAL SERVICES	,				3.3.00
1,102,111,110,12,921,11025	02/14/2025	Rill	Lab Testing	03/16/2025	90.40
Total PACE ANALYTICAL SERVICES	02, 11, 2023	J	Lub i estilly		90.40
QUADIENT					90.40
QUADIENT	01/09/2025	D:II	Mailing	01/19/2025	187.05
	01/09/2023		Mailing	02/16/2025	242.67
Takal OHA DIENT	02/00/2023	DIII	Maining	02/10/2023	
Total QUADIENT					429.72
READY FRESH BY NESTLE	02/07/2025	D:II	Dist 0 DatWater	02/22/2025	272.04
	03/07/2025	Bill	Dist. & Pot Water	03/ 22/ 2025	273.84
Total READY FRESH BY NESTLE					273.84
SUBURBAN LABORATORIES INC		5.11			
	11/30/2024		Lab Testing	12/30/2024	772.39
	02/28/2025	Bill	Lab Testing	03/30/2025	772.39
Total SUBURBAN LABORATORIES INC					1,544.78
TRINE CONSTRUCTION CORP.					
	03/06/2025	Bill	7th Payment Request	03/16/2025	652,454.25
Total TRINE CONSTRUCTION CORP.					652,454.25
TROTTER AND ASSOCIATES, INC					
	01/31/2025	Bill	<b>Engineering Services</b>	02/10/2025	7,783.50
	01/31/2025	Bill	Holiday Hills - 2	02/10/2025	2,355.00
	01/31/2025	Bill	Holiday Hills - 2	02/10/2025	159.00
	01/31/2025	Bill	Funding Assistance	02/10/2025	997.50
	01/31/2025	Bill	GIS System	02/10/2025	2,354.25
	01/31/2025	Bill	Facility Plan Update	02/10/2025	1,723.00
	01/31/2025	Bill	Blower Replacement	02/10/2025	198.75
	01/31/2025	Bill	Holiday Hills - 3	02/10/2025	807.75
Total TROTTER AND ASSOCIATES, INC					16,378.75
USA BLUEBOOK					
	02/13/2025	Bill	Various	03/15/2025	670.78
Total USA BLUEBOOK					670.78
VERIZON					
	02/18/2025	Bill	Phone Services	03/20/2025	1,422.72
Total VERIZON	<del>-</del>				1,422.72
VILLAGE OF ISLAND LAKE					-, · <b></b> ·/-
	02/20/2025	Bill	Water Shut-Off/ On	03/07/2025	500.00
Total VILLAGE OF ISLAND LAKE	V-1 201 202J	<b></b>	atc. Shat On, On		500.00
WATER SOLUTIONS UNLIMITED					500.00
WATER SOLUTIONS UNLIMITED	02/17/2025	Rill	Chemicals	03/01/2025	1,838.25
Total WATER COLUTIONS HALLMITED	02/17/2023	וווט	CHEIIIICAIS	03/ 01/ 2023	
Total WATER SOLUTIONS UNLIMITED					1,838.25

02/23/2025 Bill

Fleet Fuel

03/25/2025

487.19 487.19

752,666.51

Total WEX FLEET UNIVERSAL TOTAL