



Illinois Environmental Protection Agency

Bureau of Water • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control ANNUAL FACILITY INSPECTION REPORT

for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4)

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Compliance Assurance Section at the above address. Complete each section of this report.

Report Period: From March, 2018 To March, 2019

Permit No. ILR40 0339

MS4 OPERATOR INFORMATION: (As it appears on the current permit)

Name: Village of Fox Lake Mailing Address 1: 66 Thillen Drive
Mailing Address 2: County: Lake
City: Fox Lake State: IL Zip: 60020 Telephone: 847-587-2151
Contact Person: Mayor Donny Schmit Email Address: schmitd@foxlake.org
(Person responsible for Annual Report)

Name(s) of governmental entity(ies) in which MS4 is located: (As it appears on the current permit)

Village of Fox Lake, Illinois

THE FOLLOWING ITEMS MUST BE ADDRESSED.

A. Changes to best management practices (check appropriate BMP change(s) and attach information regarding change(s) to BMP and measurable goals.)

- | | |
|---|--|
| 1. Public Education and Outreach <input type="checkbox"/> | 4. Construction Site Runoff Control <input type="checkbox"/> |
| 2. Public Participation/Involvement <input type="checkbox"/> | 5. Post-Construction Runoff Control <input type="checkbox"/> |
| 3. Illicit Discharge Detection & Elimination <input type="checkbox"/> | 6. Pollution Prevention/Good Housekeeping <input type="checkbox"/> |

B. Attach the status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures.

C. Attach results of information collected and analyzed, including monitoring data, if any during the reporting period.

D. Attach a summary of the storm water activities you plan to undertake during the next reporting cycle (including an implementation schedule.)

E. Attach notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).

F. Attach a list of construction projects that your entity has paid for during the reporting period.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Signature:

Donny Schmit

Printed Name:

Date:

Mayor

Title:

EMAIL COMPLETED FORM TO: epa.ms4annualinsp@illinois.gov

or Mail to: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL
COMPLIANCE ASSURANCE SECTION #19
1021 NORTH GRAND AVENUE EAST
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276

IL 532 2585

WPC 691 Rev 6/10

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

Illinois Environmental Protection Agency
Annual Facility Inspection Report
For General Permit for Discharges from Small MS4s

Village of Fox Lake
Permit No. ILR40 0339
Permit Year 16: March 1, 2018 to February 28, 2019

Table of Contents

Part A. Changes to Best Management Practices..... A-1

Part B. Status of Compliance with Permit Conditions.....B-1

Part C. Information and Data Collection Results..... C-1

Part D. Summary of Year 16 Stormwater Activities D-1

Part E. Notice of Qualifying Local ProgramE-1

Part E1. QLP Changes to Best Management Practices, Year 16

Part E2. QLP Status of Compliance with Permit Conditions, Year 16

Part E3. QLP Information and Data Collection Results, Year 16

Part E4. QLP Summary of Year 17 Stormwater Activities

Part E5. QLP Construction Projects Conducted During Year 16

Part F. Construction Projects Conducted During Year 16.....F-1

Part A. MS4 Changes to Best Management Practices, Year 16

Information regarding the status of all of the BMPs and measurable goals described in the MS4's SMPP is provided in the following table.

Note: "X" indicates BMPs that were implemented in accordance with the MS4's SMPP

✓ indicates BMPs that were changed during Year 16

Year 16	
MS4	
A. Public Education and Outreach	
X	A.1 Distributed Paper Material
	A.2 Speaking Engagement
	A.3 Public Service Announcement
X	A.4 Community Event
X	A.5 Classroom Education Material
X	A.6 Other Public Education
B. Public Participation/Involvement	
	B.1 Public Panel
X	B.2 Educational Volunteer
X	B.3 Stakeholder Meeting
X	B.4 Public Hearing
X	B.5 Volunteer Monitoring
X	B.6 Program Coordination
X	B.7 Other Public Involvement
C. Illicit Discharge Detection and Elimination	
X	C.1 Storm Sewer Map Preparation
X	C.2 Regulatory Control Program
X	C.3 Detection/Elimination Prioritization Plan
X	C.4 Illicit Discharge Tracing Procedures
X	C.5 Illicit Source Removal Procedures
X	C.6 Program Evaluation and Assessment
X	C.7 Visual Dry Weather Screening
X	C.8 Pollutant Field Testing
X	C.9 Public Notification
	C.10 Other Illicit Discharge Controls

Year 16	
MS4	
D. Construction Site Runoff Control	
X	D.1 Regulatory Control Program
X	D.2 Erosion and Sediment Control BMPs
X	D.3 Other Waste Control Program
X	D.4 Site Plan Review Procedures
X	D.5 Public Information Handling Procedures
X	D.6 Site Inspection/Enforcement Procedures
	D.7 Other Construction Site Runoff Controls
E. Post-Construction Runoff Control	
	E.1 Community Control Strategy
X	E.2 Regulatory Control Program
X	E.3 Long Term O&M Procedures
X	E.4 Pre-Const Review of BMP Designs
X	E.5 Site Inspections During Construction
X	E.6 Post-Construction Inspections
X	E.7 Other Post-Const Runoff Controls
F. Pollution Prevention/Good Housekeeping	
X	F.1 Employee Training Program
X	F.2 Inspection and Maintenance Program
X	F.3 Municipal Operations Storm Water Control
X	F.4 Municipal Operations Waste Disposal
	F.5 Flood Management/Assess Guidelines
	F.6 Other Municipal Operations Controls

Additional information about the changes that were made to the BMPs described in the MS4's SMPP during Year 16 is provided below.

B.6 Program Coordination

Measurable Goal(s):

- Continue to attend and participate in MAC meetings.

Year 16 MS4 activities:

- Due to scheduling conflicts, the MS4 was unable to attend and participate in several of the MAC meetings facilitated by SMC during Year 16. Meeting materials were obtained and reviewed for all MAC meetings that were missed. During Year 16, the MS4 anticipates that it will be able to resume its participation in MAC meetings.

Part B. MS4 Status of Compliance with Permit Conditions, Year 16

Stormwater Management Activities, Year 16

Please note that IEPA issued a new version of its General NPDES Permit No. ILR40 (Permit), effective on March 1, 2016. On behalf of all MS4s within the county, SMC performs activities related to each of the six minimum control measures which are described in detail in the SMPP. These BMPs, implemented at the county level, make significant strides in achieving the statutory goal of reducing the discharge of pollutants to the MEP as watershed boundaries are not constrained by municipal borders. The SMPP can be viewed at the following link: www.foxlake.org

In response to the new ILR40 permit, effective March 1, 2016, the QLP issued a revised SMPP template in November of 2016 (near the end of Year 14). During Year 16, the MS4 reviewed and revised its SMPP. As the revised SMPP document wasn't complete at the beginning of Year 16, the stormwater management activities that the MS4 performed during Year 16, including the MS4's BMPs and measurable goals, were completed in accordance with the previous SMPP. Year 17 commitments will be completed in accordance with the revised SMPP. A copy of the annual tracking form is included at the end of Part B of this report.

A. Public Education and Outreach

The Village of Fox Lake conducted Public Education and Outreach as part of its permit. Public Education and Outreach requires implementation of a program to distribute educational material to the community or conduct outreach activities about the impacts of storm water discharges on water bodies and the steps that the public can take to reduce pollutants to stormwater runoff. The MS4's Public Education and Outreach program includes: the distribution of educational material to the community or conducting equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce those impacts; supporting classroom education; supporting storm drain stenciling efforts; and, supporting SWALCO events.

BMP No. A.1: Distributed Paper Material

- The SMC develops and distributes a variety of materials related to stormwater management in Lake County. A number of pamphlets and brochures related to BMP's and stormwater management have been produced. In year 16 staff continued to evaluate all paper materials for updates and introduction of new brochures and pamphlets for distribution to the public. Staff will continue to work with our HOA's to ensure their BMP's are in place.

*Measurable Goal(s): -Provide new information on BMPs to homeowners associations known to have BMPs in place, as they become available.
-Make information from LC-SMC available for pick-up at Village Hall and/or electronically on the Village website.
-Review and revise enhanced SMPP template, provided by QLP, language related to the provision by end of Year 17.
Implement, and track progress, of BMPs as described in the SMPP.*

BMP No. A.3: Public Service Announcement

The SMC issues a public service announcement annually related to the NPDES in the Quarterly Newsletter, “Mainstream”.

Measurable Goal(s): -Make announcements provided by LC-SMC available through a link on Villages website, newsletters and Facebook.

-Review and revise enhanced SMPP template, provided by the QLP, language related to the provision by end of Year 17.

-Implement, and track progress, of BMPs as described in the SMPP.

In Year 16 the Village updated its website and created a mobile app to allow users more access to Village information. We plan to use this new website design and mobile app to allow published information from the LC-SMC and other watershed groups such as Fox Water Way available for viewing. We have incorporated the use of a designated website for viewers to go see updates on construction projects related to roadway and stormwater improvements, to get public input and allow transparency throughout our efforts.

The Village provided SMC announcements on the Village’s website.

The SMPP was reviewed and incorporated in Year 14. Review of the SMPP was incorporated in year 15, was re-evaluated in year 16 and will continue to be monitored in year 17. The Village also publishes information in its newsletter “The Anchor” as well as on the Village’s Facebook page. Information such as the newsletter and stormwater management were also available at Village Hall.

During Year 16, the use of the E-Newsletter has proved to be beneficial in providing updates to the community on stormwater related events. We publish news that is happening around town and updates related to stormwater such as potential flooding hazards, registration for our community garden planters, and events such as Earth Day celebration. The E-News gave information to residents about sandbagging locations around town and how to keep storm drains clear to allow flooding to dissipate as well as direct numbers to call for information or assistance. In year 16 the Village along with the community members planted new trees on earth day at a Village park to help increase our tree canopy and benefit stormwater runoff.

BMP No. A.4: Community Event

Solid Waste Agency of Lake County (SWALCO) Holds household waste collection events in various communities throughout Lake County, which assist in collecting waste before it enters the storm sewer system.

Measurable Goal(s): -Publicize SWALCO events or provide a link on Village website, at a minimum.

-Cooperate with SWALCO to host solid waste collection events within the Village on an occasional basis.

-Attend annual technical training and public awareness workshops as sponsored by SMC regarding soil erosion and sediment control.

*training by key Building Department and Public Work staff.
-Reintroduce the SMC Rain Barrel Program and introduce at public events.*

The Village continues to work with SWALCO on all events and has designees on the Board to ensure we are up to date on all events. In Year 13, the Village entered into an agreement to lease property for a Community Garden. In Year 14, the Garden sold out and had a waiting list. In Year 16, the Village renewed a lease for the community Garden area. The Village was able to get a Master Gardener from the University of Illinois Extension who is available every Saturday to answer questions regarding planting, soil, watering and composting. This program continues into year 17 with continued interest from the public. This programs peaks more interest each year with a waiting list of people to contribute to its purpose.

With the renewed lease at the Community Garden, the Village took initiative to regrade and hydro seed the area. This improvement was meant to help stormwater management, with the area previously having higher areas and low lying areas, storm water runoff was not draining towards a drainage system. The new graded area with new grass, allows proper drainage with groundwater percolation and filtration before entering the storm sewer system.

During Year 16 the Village worked with SWALCO in the electronic recycling program. This program successfully collected over 3,065,168 pounds of electronics between four host sites. This is a 1.2% decrease over the previous year at 3,809,931 pounds. It is believed the decrease in the weight received is mainly due to flushing out more of the CRT's. The success of this program keeps recycling waste out of our water system and away from stormwater drainage.

During Year 16 the Village partnered with a community group called Promote Fox Lake during a community volunteer day to place plantings around the Village. During this event volunteers from the local schools planted flowers, mulched flower beds, and weeded the community garden center in order to assist with stormwater management.

BMP No. A.5: Classroom Education

The SMC develops stormwater educational materials for local teachers. The Village of Fox Lake will, at a minimum, make this information available to all citizen groups and local classrooms upon request. The Village of Fox Lake has begun testing different stormwater inlet stenciling products. The Village will continue to look for opportunities to involve citizen groups in a stenciling program.

Measurable Goal(s): -Make educational materials available for teachers upon request.

- Continue implementation of stenciling program utilizing citizen groups (such as school children) in the activities.*
- Get information to schools and other groups for the SMC Rain Barrel Program.*
- Host an Education Outreach Class for HOA's regarding BMP and stormwater issues.*

Staff attended an MS4 implementation seminar in Year 16 hosted by the American Society of Civil Engineers Illinois Section. This included information from ASCE IL section Environmental and Water Resources Institute chairperson. This informative seminar went over reporting for the MS4 and ideas for improving on existing MS4 reports. The Community Development Director received the Richard A. Welton Stormwater Manager of the Year Award. In 2013 the Village had 53 floodplain conformance issues to resolve with IDNR and FEMA, from flow through vents in crawlspaces, fills, new decks, pools, woodpiles, and substantial improvements. Since then, the Village has been able to virtually resolve all of those conformance issues with good management practices. 15 Elevation Certificates shot (some above FPE), 7 crawlspaces vented, all comp storage calculations determined, 8 utilities elevated, all fill removed and 3 buyouts. This effort has been remarkable and has forged a new partnership with SMC and IDNR. The award presentation can be found below:



Storm Water
Manager of the Year

Welcome to the

13th Annual Stormwater Awards

March 7, 2019

Presented by



STORMWATER MANAGEMENT COMMISSION

Community of the Year Village of Deer Park



Wooded Ridge Rd culvert replacement.

Community of the Year Village of Deer Park



Michael D'Angelo Park new pedestrian path adjacent to
naturalized drainage swale.

Community of the Year Village of Deer Park



Michael D'Angelo Park new pedestrian stream crossing.

Community of the Year Village of Deer Park



Deer Park Town Center Pond controlled burn.

Community of the Year Village of Deer Park



Michael Talbett, Chief Village Officer, Village of Kildeer; representatives from Deer Park; Craig Taylor, SMC Chairman and District 19 Lake County Board Member.

Stewardship of the Year

Squaw Creek Clean Water Alliance



Stewardship of the Year Squaw Creek Clean Water Alliance



Stewardship of the Year Squaw Creek Clean Water Alliance



Stewardship of the Year Squaw Creek Clean Water Alliance



Members of the SCCWA pictured with Judy Martini, District 5 Lake County Board Member and Linda Pedersen, District 1 Lake County Board Member

Best Management Practice (BMP) Project of the Year

The Shanty, Wadsworth



Permeable pavers installation

Best Management Practice (BMP) Project of the Year

The Shanty, Wadsworth



Best Management Practice (BMP) Project of the Year

The Shanty, Wadsworth



Best Management Practice (BMP) Project of the Year

The Shanty, Wadsworth



Glenn Ryback, President, Village of Wadsworth; Dimitri Kallianis, The Shanty; and Chuck Bleck, Bleck & Bleck Architects LLC

Education, Outreach and Media Award - WRLR 98.3FM – The Voice of Lake County!; Terry Cox and Lou Bruno, “CERT Presents” Show



Ann Walker, WRLR; Lou Bruno, WRLR; and Kurt Woolford, SMC

Education, Outreach and Media Award - WRLR 98.3FM – The Voice of Lake County!; Terry Cox and Lou Bruno, “CERT Presents” Show



Education, Outreach and Media Award - WRLR 98.3FM – The Voice of Lake County!; Terry Cox and Lou Bruno, “CERT Presents” Show



Education, Outreach and Media Award - WRLR 98.3FM – The Voice of Lake County!; Terry Cox and Lou Bruno, “CERT Presents” Show



WRLR Group Photo

Education, Outreach and Media Award - WRLR 98.3FM – The Voice of Lake County!; Terry Cox and Lou Bruno, “CERT Presents” Show



Jill Hughes, WRLR; Rusty Silber, WRLR; Terry B. Cox, WRLR; Anne Walker, WRLR; Mary Beatman, WRLR; Lou Bruno, WRLR; Kurt Woolford, Chief Engineer, Stormwater Management Commission

Richard A. Welton Stormwater Manager of the Year Donovan Day



Richard A. Welton Stormwater Manager of the Year Donovan Day



Richard A. Welton Stormwater Manager of the Year Donovan Day



Donny Schmit, Mayor, Village of Fox Lake; Donovan Day, Community Development Director, Village of Fox Lake; Madeline; Lola; Brian Marr, Trustee, Village of Fox Lake

A serene landscape featuring a calm pond in the center, surrounded by lush green trees and foliage. In the foreground, there are various wildflowers, including purple and yellow ones, and a large tree trunk is visible on the right side. The overall scene is peaceful and natural.

***Congratulations
&
thank you all for your commitment.***

BMP No. A.6: Other Public Education

The Village provides additional materials to the general public. In addition, in Year 16 the Village renewed a lease on a vacant property and has continued to use this open space as a Community Garden. This garden exposes citizens to Master Gardeners and works with the University of Illinois Extension to provide information about composting, run-off, planting, soil and drainage. The Village leases the lot from the Fire Protection District and instead of a building being placed there have a garden complete with plants, vegetables, parks and open areas which assist in reducing stormwater run-off. The Community Garden is entering another season of activism and interest in the storm water best practices. The Garden is full to capacity and the master gardeners are on site to share and spread information. This community garden area was regraded in year 16 to help improve stormwater drainage, increase filtration. With proper drainage and groundwater recharge, the area is used for summer events, such as a farmer's market and summer art series.

Measurable Goal(s):

- Post pertinent Village of Fox Lake stormwater related information on the Village website, in newsletter and Facebook.*
- Post NPDES Phase II and BMP resources on the Village website.*
- Continue to work with SMC and HOA's for drainage information and erosion control solutions.*
- Continue to work closely with the community on education and the importance of reducing run-off and planting.*

The Village continues to work with our HOA's on stormwater management and assists them through public meetings and working with Lake County Storm Water Management to obtain grants for their plans. In Year 16, the Village addressed a number of stormwater related concerns from residents. With Lakes and streams surrounding the Village, during times of high water, storm drains are inspected for blockages or debris and cleaned as necessary. As the water recedes, inspections take place again to ensure drains are clean and clear, and cleaning is complete where necessary.

In Year 16 the Village applied and was awarded a Grant from Lake County storm water management in order to improve a stormwater sight near the Villages Millennium Park. The Grant will allow the Village to improve the stormwater quality, replace impervious pavement with pervious ground, and stabilize the shoreline. The goal is to add a pervious walking trail though the nearby wooded area, along the walking trail would have informative signs that discuss the importance of stormwater management.

Measurable Goal(s):

- Implement BMPs and track progress of BMP implementation, as described in the SMPP.

Year 16 MS4 activities:

- The MS4 continues to implement the BMPs described in its SMPP and to track progress in implementing its stormwater management program.

B. Public Participation/Involvement

The Village of Fox Lake committed to implementing the Public Participation/Involvement component of its Stormwater Management Program as described below.

BMP No. B.1: Public Panel

The SMC conducts public meetings and committee meetings including the Technical Advisory Committee (TAC), the Municipal Advisory Committee (MAC) and the Watershed Managements Boards (WMBs). The Village of Fox Lake currently attends all MAC meetings, and monitors additional meetings as they arise.

Measurable Goal(s):

- Continue to send a representative to MAC meetings hosted by LC-SMC and Watershed Management Board meetings which are relevant to the Village of Fox Lake.*
- Continue to attend the Upper Fox River meetings for updates and information.*
- Review and revise enhanced SMPP template, provided by QLP language related to this provision in Year 16.*

Staff attends all MAC meetings and continues to work with other Boards and committees regarding our storm water management planning and programs. Mayor Donny Schmit is on the Lake County Stormwater Management Board of Directors.

In February 2018 the Village created a 501(C)3 called “Champions of the Chain” which involves cleaning up the Chain of Lakes from Fox Lake to Elgin. This group focuses on storm water management, lakes and streams preservation, education, and restoring waterways for environmental flood management and erosion control. Education groups now hope to have bigger projects such as dredging.

Since the start of the Champion of the Chains, the Village has started to raise funds through various events and activities in order to use those funds for the preservation of lakes and streams and the ability to keep clean stormwater runoff.

BMP No. B.2: Stakeholder Meeting

Stakeholder meetings are conducted throughout the county for ongoing planning and project implementation efforts. When stakeholder groups (such as watershed planning committees) include the jurisdictional area of Fox Lake, the Village will publicize stakeholder meetings locally and participate by being represented at the stakeholder meetings.

Measurable Goal(s): -Continue to monitor all stakeholder meetings and send a representative to all meetings which are relevant to the Village of Fox Lake.
-Continue to attend the Upper Fox River meetings for updates and information.

Staff attends all meetings regarding our regional storm water planning. The Village participates in various groups such as the Upper Fox River Discovery meetings. We have worked closely with Lake County Storm Water Management and FEMA regarding programs and tools that are available for mitigation plans and forecasting. Staff continues to provide flood prone areas information according to the FEMA maps and have had 1 home demolished in Year in Year 15 at 200 Park. This area has been left as open space per the FEMA agreement. In Year 16 the Village worked on completing a Parks Master plan study in order to evaluate the needs of our parks some of which are located along lake front property. This study is also taking into consideration how we can manage these floodplain properties. Staff will continue to monitor the need for property acquisition in order to accommodate the needs of storm water management. In Year 17 we will continue to monitor and evaluate needs such as raising homes or demolition.

As the Village investigates projects, and goes through phase I studies on infrastructure improvements, stakeholders are invited to an open house meeting to see the improvements being made. In Year 16 we had two stakeholder meetings for upcoming roadway projects that have drainage improvements as part of the overall project. Stakeholder involvement is important in these projects, and all comments are reviewed and sent to the state as part of the final project development report.

BMP No. B.3: Public Hearing

The Village of Fox Lake presented updated information at Village Board Meetings, when applicable, regarding any stormwater regulation changes and/or SMPP development.

Measurable Goal(s): -Present stormwater related updates at public Board meetings.
-Present NPDES Report to the Village Board and provide updates regarding BMPs and enhancements to programming.
-Conduct a Water Quality Meeting for all residents.
-Review and revise enhanced SMPP language, provided by QLP, related to the provision by end of Year 15.

-Upon completion of the SMPP updates present to Village Board for review and approval.

The NPDES Report is presented yearly, in June, to the Village Board describing all activities that went on throughout the year. The report is then posted onto our website at www.foxlake.org.

At each board meeting updates are given to the board regarding projects taking place with drainage improvements. There are several locations in various areas throughout the Village that are located in and around floodplains. We have worked with the residents to solve very complex drainage issues in order to help provide proper drainage and quality storm water runoff.

In Year 15 Duck Lake Storm Water management project was highlighted at a village board meeting and an award was presented due to excellence in storm water management. The Village will continue to work with the Public for storm water management updates.

In Year 16 we assisted the Dunn's Lake homeowners by providing tools they needed to replant vegetation along the Lake that was killed due to the 100year flood that took place in July of 2017. By providing some tools to allow them to complete their work, the Village assisted in cleaning the lake of debris, fallen tree limbs, and dead vegetation surrounding the shoreline.

BMP No. B.4: Program Coordination

SMC has developed the Municipal Advisory Committee (MAC) to facilitate the coordination of the NPDES Phase II stormwater program in Lake County. The Village of Fox Lake has been involved in the MAC meetings through a representative. The Village continues to participate in MAC meetings and review any guidance and reports as presented by SMC. The Village staff or a representative attended meetings in Year 15.

Measurable Goal(s):

- Continue to attend all MAC meetings and monitor NPDES Phase II stormwater guidance presented by LC-SMC.*
- Continue to work closely with LCSMC for FEMA grants on home demolitions creating park lands and compensatory storage for flood relief.*
- Review and revise enhanced SMPP, provided by QLP, related to the provision by end of Year 15.*

Village staff attended all meetings of the MAC as well as other meetings from Lake County SWM. We continue to work closely with them on the current FEMA grants for home demolitions that were purchased by SWM in Year 13 and 2 were demolished in Year 14.

In addition, the Village has worked closely with SMC to coordinate the Community Assessment Visit (CAV) with IDNR and FEMA. The Action Plan currently has 4 properties listed for demolition and 2 were demolished in Year 14; 98 Keystone and 37 Medinah.

The Village was cited by the IDNR during their community assessment visit with 150 potential floodplain violations. The types of violations generally consist of construction activities in a floodplain not in compliance with FEMA regulations. To date the Village has successfully abated a majority of these violations and is in the process the last six violations into compliance. Once these violations are abated the village will then be qualified to apply into the community ratings services program which will reduce the cost of flood insurance for our residents.

The Village in partnership with LCSWM and FEMA has six properties in the Village on the Action Plan that were in the flood plain and have been deemed “sever repetitive loses”. They were demolished and returned to a natural green state in perpetuity per the FEMA agreement. They are:

23 Bay Lane – Raised out of the floodplain – 2019
125 Manor Avenue – Home demolished, being rebuilt out of the floodplain - 2019
609 Oak Lane – Home demolished, currently being rebuilt out of the floodplain - 2019
166 Eagle Point - Home demolished, being rebuilt out of the floodplain – 2019
39 Fairfax – Home demolished, rebuilt out of the floodplain - 2017
125 Nippersink – Home demolished – 2018

The Village was asked to present at the Annual IAFSM conference on how the Village has successfully abated violations on properties within the floodplain. The presentation was given at the request of Paul Osman, the Manager of Statewide Floodplains Program/National Flood Insurance Program, out of the Illinois Office of Water Resources. This presentation highlighted the Villages path and ability to bring properties within floodplain into compliance. Additionally, the Villages hopes to enter into the CRS program in Year 17

BMP No. B.5: Other Public Involvement

The Village of Fox Lake maintained and publicized illicit discharge/illegal dumping contact numbers for citizens to report illegal dumping and suspicious discharges.

*Measurable Goal(s): -Publish a compliant telephone number on Village website for public reporting of any stormwater compliance issues. Track these complaints and their corresponding resolutions.
-Review and revise enhanced SMPP language, provided by QLP, related to the provision by end of Year 15.*

The Village is preparing a Public Outreach program to continue to educate HOA’s, schools and flood prone areas within the Village on stormwater issues and BMP’s. We currently have a phone number, listed on our website, to call for reporting stormwater compliance

issues or concerns and they are investigated and tracked by our Community Development Department. Staff has worked with our local HOA's and in Year 15 2 grants will be issued for stormwater planning. Dunn's Lake and Woodhill's Bay subdivisions are currently working with SMC and the Village on the future plans for Year 15.

In Year 16 the Village worked with local homeowners associations in order to improve stormwater retention areas. This past year the village assisted multiple Homeowners Associations with difficult storm water management projects which included improvements to the quality of stormwater runoff in the area while clearing out the lake of dead trees and debris. The project also worked to beautify the area with new plantings around the retention area as well. The Village spent some time working with a separate HOA on runoff and drainage issues that were flooding basements and private property due to another properties runoff. With the assistance of the village we were able to provide the residents in our Woodland Green townhomes a safe and reliable alternative for storm water drainage.

The Village took on a larger drainage issue on W Greenwood Avenue, a wetland area with a crossover pipe under the road feeding a channel that goes into Nippersink Lake. The Village received several complaints regarding water rising and flooding in resident's back yards along N Beachwood Avenue which was damaging properties and killing vegetation. Upon investigation the metal culvert had corroded and failed due to age. The Village carefully removed the old pipe and installed a new crossover pipe with new flared end sections to allow drainage to properly flow. This project not only improved stormwater drainage but included clearing of debris in the area and stabilizing the roadways shoreline.

C. Illicit Discharge Detection and Elimination

Measurable Goal(s):

- Implement BMPs and track progress of BMP implementation, as described in the SMPP.

Year 16 MS4 activities:

- The MS4 continues to implement the BMPs described in its SMPP and to track progress in implementing its stormwater management program.
-

BMP No. C.1: Storm Sewer Map Preparation

The Village of Fox Lake has prepared an outfall map under the original NOI, to allow for tracking of dry weather flow inspections and outfall maintenance. In Year 14 the Village budgeted for a GIS program to track all outfalls and record the conditions and maintenance needed or performed. Village staff is currently working with our IT department to complete the maps and information. We expect to have this portion done in Year 15.

Measurable Goal(s): -Review and revise enhanced SMPP template language, provided by QLP, related to the provision by end of Year 15.

_Implement Tracking Program of Outfalls in GIS.

-Implement, and track progress, of BMPs as described in the SMPP.

The Village reviewed the current outflow maps and made no changes in Year 14. The village purchased a GIS system in Year 14 and has completed mapping of the water and sewer system. The

stormwater maps will be converted to the GIS system in Year 15 showing outfalls, status of the areas and if any maintenance was performed.

The Village underwent a major project to incorporate stormwater drains into our GIS inventory during Year15. This successfully gave the village instant information on over 600 storm drain inlets telling us the existing condition of the inlets, the future needs, damage, clogged or dirty pipes, and any maintenance that may need to be completed. The importance of the inventory of storm inlets allows maintenance staff to continually add to the GIS and view any previous work that was completed to each structure, giving us the ability to keep structures safe, clean, and clear.

The Village continues to monitor and improve the GIS inventory list by training staff to make any necessary changes to the storm drains. In Year 16 we inspected outfalls of the storm drains after required rainfalls of two inches or more and document what was observed at the outfalls. The GIS inventory has the capability to outline where the storm inlets are and what condition they are in. In the coming years through in house work, the Village plans to incorporate flow lines to show where the inlets are and how the storm water flows through our system and into the surrounding outfalls in order to clean the system, track maintenance, and keep contaminates from entering surrounding lakes and streams.



Storm Sewer
Inspections.pdf

Storm Water Inspection Form

[illegible]

119 corn needs clean out at end of football

BMP No. C.2: Regulatory Control Program

The Village of Fox Lake continued to prohibit non-storm water discharges into the storm sewer or drainage system through enforcement of the Lake County WDO and Village Code. The WDO includes provisions, which prohibit illegal dumping into the storm sewer or drainage systems.

Measurable Goal(s): -Continue to enforce ordinances and issue citations as necessary.
-Review, revise and accept SMPP template language related to the provision by end of year 15.

The Village passed an Ordinance in Year 12 prohibiting illicit discharges and connections giving authority to the Village for appropriate enforcement procedures and actions. (Ordinance 2014-17). The village also adopted an Ordinance in Year 13 prohibiting the use of fertilizer containing phosphorus. (Ordinance 2015-13). In addition, the Village adopted the Amended Lake County WDO in Year 13 (Ordinance 2016-13).

The Village enforced all ordinances in Year 14 and there were 40 inspections completed where 10 were WDO code violations. These violations were reported to the Community Development Department and were investigated by our WDO Enforcement Officer and remedied immediately in full compliance.

BMP No. C.3: Detection/Elimination Prioritization Plan

The Village of Fox Lake will continue to implement the schedule developed under the original NOI regarding illicit discharges. Detection methods include dry-weather screening during daily maintenance activities, regular storm sewer maintenance and catch basin cleaning. Storm sewer sand catch basin cleaning will continue to be completed at least once every 2 years. Perform dry-weather screening during regular maintenance activities of all outfalls on a rotating basis with each outfall being inspected at least once every 2 years.

Measurable Goal(s): -Perform outfall inspections at least once every year.
-Continue storm sewer and catch basin cleaning once every 2 years to help in detection of illicit discharges.
-Document all inspections and record potential illicit discharges.
-Review revise and accept SMPP language related to this provision by end of year 15.

In Year 15 the Village inspected all drainage basins including the cleaning and clearing of debris, all catch basins were checked and cleaned; all outlets were checked and cleaned all detention ponds were checked, mowed and all debris cleared out. All stormwater structures were inspected and repairs of all failures were noted and scheduled for repair in Year 15. Dry weather screening was completed during this time and staff inspects all outflows after a 1-inch rainfall for flow and debris. All inspection records are kept at the Village's Public Works Facility. After each heavy rainfall, staff inspects storm sewer inlets throughout the village to ensure the integrity of the fixtures for proper drainage.

Repairs were made to failing drainage structures in Year 15 including a culvert repair at Grand Ave and Devlin Avenue. The existing metal structure was corroding and was repaired with a new plastic structure to ensure future integrity. Storm sewers were camera and inspected to insure pipes were safe and clean when thought to be in jeopardy. After the flooding events in FY 15 storm

sewer pipes were thoroughly inspected to insure there were no clogged drains and there was no debris in any pipes.

In Year 16 the Village continued to inspect all drainage basins including cleaning and clearing of debris near catch basins. All outlets were inspected and checked, detention basins were checked and all debris cleared out. Any structures with dirt or debris in them were cleared using a vactor truck and the debris taken to the public works facility to be properly disposed. Any repairs are noted and scheduled for repair in Year 16. The public works staff completed the installation of a storm drain where standing water was causing runoff into the stream near Atwater Parkway to help eliminate roadway ponding and allow for a positive flow of the water.

Dry weather screening was completed in Year 16 with staff inspecting outfalls after a one inch rainfall for flow and debris. All inspection records are kept at the Villages Public Works Facility. After each heavy rainfall staff inspects the storm sewer inlets and outfalls throughout the Village to ensure the integrity of the fixtures for proper drainages.

A repair was made to an existing culvert on Greenwood Avenue. The culvert allowed water to pass through from the north side of Greenwood's wetland area to Nippersink and Fox Lake. The metal culvert had deteriorated and failed. Staff removed the existing culvert and replaced it with a new culvert and flared end section eliminating flooding and damage within the properties to the north and allowed the water to flow freely again. Through this work we were able to stabilize the banks of the roadway and clean around the culvert to improve the quality of water directly surrounding the area.

BMP No. C.4: Illicit Discharge Tracking Procedures

The Village of Fox Lake continued implementing the schedule developed under the SMPP regarding illicit discharges. Detection methods include dry-weather screening during maintenance activities, regular storm sewer maintenance, and catch basin cleaning. Storm sewer and catch basin cleaning will continue to be completed at least once every 2 years. Perform dry weather screening of all outfalls on a rotating basis with each outfall being inspected at least once every 5 years.

Measurable Goal(s): -Continue to utilize storm sewer map for illicit discharge tracing, as Applicable and in GIS for tracking.
-Start water sampling at outflows and upstream and downstream locations.
-Document all illicit discharges discovered and the actions taken for resolution.
-Review revise and accept SMPP language related to this provision by end of year 15.

The tracking procedures are outlined in the Villages IDDE Ordinance 2014-17 and there were no illicit discharges reported in Year 16. The Village has a Stormwater Pollution Prevention Plan developed in 2010. The Village has incorporated this into our SMPP with tracking procedures outlined in Year 16.

Although no illicit discharges were reported in Year 16, the Village has worked closely with private entities to help eliminate discharges associated with private developments. The Village is working with these entities to receive a "No Further Remediation" certification through the IEPA by

looking at the possibility of installing watermain where discharges took place in past years in order to remove potential contaminants entering private wells.

BMP No. C.5: Illicit Source Removal Procedures

The Village of Fox Lake continued implementing the scheduled developed under the NOI regarding illicit discharges. Detection methods include dry-weather screening during maintenance activities, regular storm sewer maintenance, and catch basin cleaning. Storm sewer and catch basin cleaning will continue to be completed at least once every 2 years. Perform dry weather screening of all outfalls on a rotating basis with each outfall being inspected at least once every 5 years.

Measurable Goal(s): -Track complaints received and corresponding resolutions.
- Review revise and accept SMPP template language related to this provision by end of year 16.

The Village receives complaints through the Community Development Department who investigates with our WDO Enforcement Officer and tracks the corresponding resolutions. Staff attended Lake County Ice and Snow Removal Training for salt in Year 16. Ice and snow removal procedures and alternative resources for removal have been investigated. The Village has stopped the use of birds eye and sand mixtures with salting roadways and has started using a more environmentally friendly pretreating system. This system helps activate salt when spreading on the roadways and reduces the amount of salt needed for snow and ice events.

The Villages Community Development Director received Lake County's Storm water manager of the Year award for excellence in storm water management. This is one of the county's most prestigious storm water management awards which exemplifies the amount of steps the Village has been taking to clean the surrounding lakes and streams. The Storm Water Manager of the Year Award celebration takes place over an awards dinner where presentations of the improvements throughout the county take place. The Richard A. Welton Stormwater Manager of the Year was given to the Village's Community Development Director for Fox Lake. In 2013 the Village had 53 floodplain conformance issues to resolve with IDNR and FEMA, from flow through vents in crawlspaces, fills, new decks, pools, woodpiles, and substantial improvements. The current Fox Lake status is that virtually everything resolved. 15 Elevation Certificates shot (some above FPE), 7 crawlspaces vented, all comp storage calculations determined, 8 utilities elevated, all fill removed and 3 buyouts. This effort has been remarkable and has forged a new partnership with SMC and IDNR. That presentation can be viewed below:



Storm Water
Manager of the Year

The Villages Public Works department completes street sweeping of every mile within the Village twice a year with sporadic sweepings taking place after large rainfalls or at the request of an HOA, business owner, or resident. The debris and waste collected through street sweeping events allows us to clear areas surrounding storm sewers, the curbs and gutters, and prevents refuse from entering the inlets and outfalls within our storm water system. We keep track of the times staff goes out street sweeping and how much waste, silt, and spoils are removed from the street sweeping methods. That spreadsheet can be found below:



Recorded days of
street sweeping.pdf

3-1-14

Grand Ave, Forest Ave.

6

Danny

3-4-14

Forest Ave, Arthur, Cathryn
 Glen, Highland, Lakewood
 North Ave., Cora Ave.
 Mineola, Maude, N. Cora,
 Edison, Lakeview, Hillside

9

Danny

3-5-14

Oak, Riverview, Bennetts Alley,
 Nippersink, Ernest,

9

Danny

3-5-14

S. Holly, Medinah, Siloam, Rand,
 Troy, Hill Rd., Cottage, Columbia,
 S. York

9

Danny

3-7-14

Menards Frontage Rd., Cambridge Pkwy.,
 Crystal Springs Ct., Scott Ct., Key Largo Dr.,
 Blue Springs Dr., W. Bayou, E. Bayou Ct.,

6

Danny

3-11-14

Hollow Way, Fox Trail, Rabbit Run,
 Quail Path, White Tail Ln., Willow Rd.,
 Cherry Ln., Chris Larkin Rd., Reserve Ct.,
 Talisman Way, W. Lake St., Longwood Dr.,
 Wildwood Dr.

9

Danny

3-12-14

Windsor Dr., Foxridge Dr., Frontage Rd.,
 Eagle Pt. Rd., Matts Rd., Arlington Rd.,
 Covington, Fairfax, Tremont Rd., Lake Ln.,
 Manor Ave., Union Ave., Bay Rd., Cross St.,
 Scenic Rd., Scenic Ln.

9

Danny

2019

<u>Date</u>	<u>Streets</u>	<u>Ns. of debris</u>	<u>Operator</u>
4-1-19	Monterrey Terrace, Kingston Blvd,	3	Danny
┆	Livingston St., Castle, Hooks Ln.,	┆	┆
	Fortress Dr., Fortress Ct.		
4-15-19	Marrin St., South St., McKinley,	9	Danny
┆	School St., Glenview Ave., Cypress,	┆	┆
	Hillcrest, Highview, Woodland, Pine,		
	Woodland, Ridgeland		
4-15-19	Hillcrest Ave, Spruce Ave,	6	Danny
┆	Highview, S. Maple Ave, Pine Ave.,	┆	┆
	Hickory Ave., S. Lake		
4-17-19	Lilac Ave., Grand Ave, Elm Ave.,	6	Danny
	Maple Ave.		Drew
4-23-19	Hawthorne Ln., Woodlock St.,	6	Danny
┆	Lindy St., Center St., Shady Ln.,		┆
	Devlin Rd.		
5-1-19	Hawthorne Ln., Woodlock St.,	6	Danny
┆	Lind St., Center St., Shady Ln.,	┆	┆
	Devlin Rd., Grand Ave., Rushmore,		
	W. Grand Ave.		
5-2-19	N. Rushmore, Tweed	3	Danny

BMP No. C.6: Program Evaluation and Assessment

Periodically evaluate and assess the IDDE portion of the program. Collaborate and share information about IDDE program and results through MAC (sponsored by LC-SMC).

Measurable Goal(s): -Continue to enforce ordinances.

The Village continues to review and assess all ordinances, policies and programming for illicit discharges and enforces all ordinances as well as the County WDO. Updates and enhancements will continue throughout Year 16 to the SMPP. Year 12 led to the passage of the IDDE Ordinance 2014-17 and the Prohibition of Phosphorous Ordinance in Year 13 (2015-13) giving authority to the village for appropriate enforcement procedures and actions.

The Village continues to improve on their IDDE training working with staff to detect and discharge or potential hazards while working around inlets and outfalls. This includes during snow removal operations, mowing, street water and wastewater maintenance. Staff is instructed to report any hazards to their immediate supervisor to resolve those issues within a timely manner.

BMP No. C.7: Visual Dry Weather Screening

The Village of Fox Lake continued implementing the scheduled developed under the original NOI regarding illicit discharges. Detection methods include dry-weather screening during maintenance activities, regular storm sewer maintenance, and catch basin cleaning. Storm sewer and catch basin cleaning will continue to be completed at least once every 2 years. Perform dry weather screening of all outfalls on a rotating basis with each outfall being inspected at least once every 2 years.

*Measurable Goal(s): -Perform outfall inspections at least once every 2 years.
-Continue storm sewer and catch basin cleaning once every 2 years to help in detection of illicit discharges.*

In Year 14 the Village inspected drainage systems including the cleaning and clearing of all debris, all catch basins were checked and cleaned, all outlets were checked and cleaned, all detention ponds were checked, mowed and all debris cleared. All storm sewer structures were inspected and repairs off all failures were completed. Dry weather screening was completed during this time and staff inspects all outflows after a 1-inch rainfall for flow and debris. All inspection records are kept at the Public Works Facility.

Public Works conducts dry weather screening and maintenance throughout the year to ensure there are no debris and that the outflows are clear and basins and detention are operational. Inspection records of the monitoring, cleaning and repairs of all work completed are kept at the Public Works Facility.

The GIS system although fairly new to the department has given the Village the capability to keep information updated, and available for viewing. When inspecting the Village storm sewers we are able to input the condition of the inlets and outfalls in order to notate what areas may need maintenance soon as well as the maintenance that was completed. Notes are taken and put into the GIS for data entry purposes. All maintenance, inspections, and repairs can be kept electronically and allow the users to see what repairs have been completed to date to better investigate situations when issues arrive.

BMP No. C.8: Public Notification

In order to promote compliance with the EPA NPDES program within the Village of Fox Lake, informational material was distributed to all permitted dischargers within the Village in coordination with the business renewal licenses. This informational packet will contain literature regarding illicit discharges and other stormwater related topics.

*Measurable Goal(s) -Make illicit discharge information available on the Village website for commercial/industrial businesses which are permitted stormwater discharges.
-Notify property owners of any illicit discharges detected from their property.*

The Village redesigned its website in Year 16. This redesign allowed us to create a mobile app which allows users to access Village information through the web quicker and with more ease. All information regarding Village projects and stormwater management is posted on the website accordingly. Additionally, all marinas were required to show verification that they have applied for individual NPDES permits through the IEPA. This was conducted by the Building and Zoning Department in Year 8. The Village continues to supply information to businesses, residents and HOAs through meetings, grant opportunities, public meetings, website, business licensing and continued effort to update all hand-outs, packets and brochures.

The Village continues to improve the technological and direct outreach such as implementing an emergency E-news letter regarding flood updates this proved particularly important during the July 2017 flooding event. This E-news letter was sent out to give residents information on what to expect in coming hours, days, and weeks. Updates were also presented through the Villages Facebook page and website. This gave residents the information needed to protect them from flood damage and give information on where to get resources such as sandbags, volunteer opportunities, and post hazard mitigation. We continue to monitor any potential flooding events through Lake County Storm Water Management, by receiving updates and passing that to all department heads and Village residents. During potential flood events, sandbagging stations are placed at the Public Works Facility for residents to protect storm water runoff of the property and stabilize the surrounding properties.

During the Year 16 town hall meeting the Village, staff, and elected officials addressed questions from the public regarding stormwater management and the flood response. This event was open to the public and allowed staff to address questions from both residents and business owners on BMP and stormwater management.

D. Construction Site Runoff Control

Measurable Goal(s):

- Implement BMPs and track progress of BMP implementation, as described in the SMPP.
- Enforce WDO ensuring that all applicable developments are regulated pursuant to the WDO.

Year 16 MS4 activities:

- The MS4 continues to implement the BMPs described in its SMPP and to track progress in implementing its stormwater management program.
- The MS4 continues to enforce the WDO ensuring that all applicable developments are regulated pursuant to the WDO.

E. Post-Construction Runoff Control

As described above, the Lake County Watershed Development Ordinance (WDO) establishes the minimum stormwater management requirements for development in Lake County. The WDO establishes standards for post-construction site runoff control. These standards apply to new development or redevelopment resulting in over 0.5 acres of new impervious area. The enforcement of the WDO implements BMPs as described below.

BMP No. E.1: Regulatory Control Program

See QLP description.

*Measurable Goal(s): -Enforce WDO.
-Review revise SMPP language related to this provision by end of year 15.*

The Village enforced the WDO in Year 15. In Year 12 the Village passed the IDDE Ordinance regarding illicit discharges giving authority to the Village for appropriate enforcement procedures and actions. In addition, the Village passed a Phosphorous Ordinance 2015-13 giving authority to the Village for appropriate enforcement procedures and actions regulating the sale of phosphorous in fertilizers.

Our enforcement officer inspects all job sites for any development disturbing more than 0.5 acres of new impervious area. The Village started a large road project in Year 16 on Sayton Road, all required permits were obtained. The project will include several drainage improvements, during the construction phase, erosion control procedures were adhered to.

BMP No. E.2 Long Term O&M Procedures

See QLP description. Continue to inspect and enforce all complaints of structural BMPs maintenance compliance with the Village of Fox Lake. Take enforcements measures as necessary.

Measurable Goal(s): -Enforce WDO.

-Continue providing new information to Homeowner's Associations as it becomes available.

-Investigate all reported complaints regarding structural BMP maintenance and enforce if necessary.

-Review revise SMPP template language related to this provision by end of year 16.

The WDO was enforced in Year 16. The Village passed on information to the Home Owners Associations regarding stormwater ponds. The Village continues to work closely with several residential homeowners, SMC, and FEMA onsite to give direction on several stormwater and flooding issues.

The Village is constantly filling avenues on how to distribute information. As new information becomes available this information is passed on via electronically or paper distribution methods. One permit was issued to an HOA in Year 11 (Woodland Green) for shoreline maintenance of a detention pond. There was 1 complaint in Year 12 from Dunn's Lake in regard to lack of maintenance for detention ponds. The Village worked with engineers from LCSMC to identify and prepare a BMP report that the HOA can use to prioritize improvements to their storm water management system in order to be in compliance with the BMPs. Dunn's Lake received a \$10,000 grant that the Village assisted in obtaining for them in partnership with LCMC. The Village continues to work with our HOA's on stormwater management compliance and two groups have been awarded additional grants for Year 15.

In Year 16, the Village applied for several grants to improve the quality and aesthetics of stormwater management in our downtown district. The Village was successful in obtaining a grant for the renovation of Millennium Park. The plans include, removal of an invasive species surrounding the stormwater pond, the installation of a walking path through a property abutting our park and waterway, cleaning of the stream connecting the pond, and shoreline stabilization along the outer rim of the pond to ensure its integrity as well as the waters cleanliness. The grant awarded was in excess of \$24,000 and is matched with a Village contribution; we look forward to getting this project underway in Year 17 and have positive impact on the surrounding waterways.

The Villages Public Works department maintains the Village's stormwater drainage system. After large rainfalls or flooding events such as the event that took place in Year 15, staff inspects and jets out any blocked pipes. This year staff was able to help clean various areas throughout the Village by using the vactor truck to dispose of debris. This practice

has helped ensure blockages do not occur and water can flow freely. This year staff had the ability to use our newly adopted GIS system to make notes and changes of work being done on our stormwater system, we use this information for a long term O&M procedures can be followed. Repairs are then made to time sensitive issues others not interrupting the integrity of the system are scheduled as time permits.

BMP No. E.3: Pre-construction Review of BMP Designs

See QLP description.

Measurable Goal(s): -Enforce WDO.

Before any construction project begins, a preconstruction meeting is held in order for the Village staff, Engineers, and Contractors to gather information and assess the stormwater needs of the project. Erosion and sediment control measures are taken to ensure that nearby streams, rivers, and lakes are not affected by the construction project. Silt Fence, and inlet filters are measures that are often taken in construction projects within the Village to keep stormwater from being disturbed from construction activities. On Village projects, the resident engineer or designated project manager inspects the job site on a daily basis to ensure rules are adhered to. If corrections are needed within a job site, the contractor is notified and action is taken within a timely manner. The Village takes storm water issues seriously, and can issue deficiencies to the contractor for negligence within a jobsite.

BMP No. E.4: Site Inspections During Construction

See QLP description.

Measurable Goal(s): -Enforce WDO.

- Continue periodic site visits of construction sites and follow-up visits in response to complaints received.*
- Review revise and accept SMPP template language related to this provision by end of year 16.*

The WDO was enforced in year 16. Construction sites were inspected for ordinance compliance. Fox Lake has a full-time inspector for erosion control enforcement on construction sites to ensure all controls such as silt fencing are being observed. Additionally, the Village contracts and certified plumbing inspector for all plumbing services and inspections on all sites. All construction sites were inspected and reports are available in our Community Development Department. The following construction took place in Year 16:

WDO Permits-20

Demolition-5

New Commercial-8

New Residential-41

Commercial Addition-1

**Residential Addition-3
Alterations – 30**

Code Enforcement Violations - 8 (Erosion Control, Illegal Fill, and Drainage). All were inspected and made to be in compliance.

BMP No. E.5: Post-Construction Inspections
See QLP description.

*Measurable Goal(s): -Enforce WDO.
-Review revise SMPP template language related to this provision by end of year 16.*

The WDO was enforced in Year 16. A Grading Certificate is required for all new construction and is reviewed by the enforcement officer provided by the project engineer.

BMP No. E.6: Other Post-Construction Runoff Controls
See QLP description.

*Measurable Goal(s): -Enforce WDO.
-Review revise SMPP template language related to this provision by end of year 16.*

Inspectors ensure that the property is top-soiled and seeded right away or other types of erosion controls are in place such as silt fencing. The Village removed homes at the end of Nippersink Boulevard in year 16, as part of this project; the contractor graded, seeded, and blanketed the surrounding area to ensure WDO compliance. On a separate project, the Village worked with a contractor to remove a dirt pile along Route 12, this pile of dirt allowed weeds to grow along the Route 12 right of way and into the roadway. The contractor started to remove the dirt pile in year 16 and plans to level the area so that stormwater runoff and silt do not travel into the nearby storm drains. As part of this project a WDO permit was issued and silt fence was installed around the perimeter of the job site to allow erosion control measures to be in place.

Measurable Goal(s):

- Implement BMPs and track progress of BMP implementation, as described in the SMPP.
- Enforce WDO in ensuring that all applicable developments regulated pursuant to the WDO.

Year 16 MS4 activities:

- The MS4 continues to implement the BMPs described in its SMPP and to track progress in implementing its stormwater management program.

- The MS4 continues to enforce the WDO in ensuring that all applicable developments are regulated pursuant to the WDO.

F. Pollution Prevention/Good Housekeeping

This minimum control measure involves the development and implementation of an operation and maintenance program to reduce the discharge of pollutants for municipal operations. This program includes a training program for municipal employees. The Village of Fox Lake commits to implementation of BMPs as described below.

BMP No. F.1: Employee Training Program

Implement training program, established under original NOI for select municipal employees. SMC, the Qualifying Local Program will serve as the clearinghouse of these materials.

*Measurable Goal(s): -Conduct Public Works new hire employee training regarding waste disposal, silt clean up, and facilities operation and maintenance.
-Attend LC-SMC sponsored training events as applicable for all key Building Department and Public Works staff.*

The Village sends employees to all training as time permits. Over the past several years, the Village has attended certain training events to benefit our employee's knowledge of stormwater management. These training events include the Illinois MS4 Seminar, Snow and Ice Control Best Practices Training, and Herbicide and Pesticide control measures. In Year 16 employees received the following certifications:

**Hazardous Materials Training and Testing (All Public Works employees attended).
Snow and Ice Control Best Practices Training
2019 Illinois MS4 Implementation Seminar
Herbicide and Pesticide control measures and proper use
IDOT certified Flagger Training
IDOT certified trench and shoring safety training
Confined Space Training
NPDES Municipal Good Housekeeping Practices (training through LCSMC)**

BMP No. F.2 Inspection and Maintenance Program

The Pollution Prevention/ Good Housekeeping program completed under the original NOI includes measures to reduce the type of pollution that: (1) collects on streets, parking lots, open spaces and storage and vehicle maintenance areas and is discharged into local waterways; and (2) results from actions such as environmentally damaging land development and flood management practices or poor maintenance of sewer systems. Street sweeping is performed on all streets at the beginning of the Spring season and major streets and streets with storm sewers are swept regularly through the Spring, Summer and Fall seasons. Conduct storm sewer and catch basin

cleaning at least once every 2 years and dry weather screening of all outfalls at least once every 5 years.

Measurable Goal(s): -Continue street sweeping at the scheduled developed in the original NOI
-Perform outfall inspections and storm sewer and catch basin cleaning at the schedule developed in the SMPP.
-Review revise the SMPP template language related to this provision by the end of year 15.

In Year 16 the Village inspected the stormwater drainage systems including the cleaning and clearing of all debris; all catch basins were checked and cleaned; all outlets were checked and cleaned; All detention ponds were checked, mowed and debris cleared out. All storm sewer structures were inspected and repairs made as needed. All culvert cross overs were inspected for obstructions which would restrict the ability of groundwater to flow. All obstructions were cleared, and repairs were made as necessary. Dry weather screening was completed during this time and staff inspects all outflows after a 1-inch rainfall for flow and debris. All inspection records are kept at the Public Works Facility.

The following list represents storm water related improvements completed during capital projects for Year 16.

Sayton Road North

Sayton Road north is a roadway reconstruction project with the installation of a new storm sewer system. The roadway did not have a storm sewer system before construction; however, the road started construction in Year 16. This improvement will allow very susceptible areas that normally have standing water to discharge into the new storm sewer system. A new 36" storm sewer was installed with inlets, three dry wells, new curb and gutter to allow groundwater to avoid excessive exposure and percolate into the surrounding soils.

Leisure Village

During the flooding events that took place in Year 15 a retaining wall on a hill gave way within a private subdivision which caused the underground watermain to be damaged. The watermain was replaced within the hillside and the wood retaining wall was restored with a new cinderblock retaining wall to improve storm water runoff and stabilize the existing land.

Frontage Road

During Year 16 the Village Engineered a roadway project which included upgrades to an existing storm sewer system. The storm water was assisting in the deterioration of the roadway allowing debris to enter into the system. The Project includes cleaning the storm sewer and raising the existing catch basins to the proper elevation. The Project was

engineered and bid out in Year 16. We expect the improvements to the storm sewer and water quality to be completed in the early part of Year 17.

Sayton Road South

The Village is engineering plans to continue improvements on the southern portion of Sayton Road. In Year 16 the northern portion of Sayton was bid out and under construction with new drainage improvements. During this same time period the Village worked on engineering plans to improve the southern limits of Sayton Road including the continuation of the newly installed 36" storm sewer, new curb and gutter, and an outfall into a nearby wetland.

Grand Avenue

The Village finalized Phase II design engineering for the Grand Avenue resurfacing project in Year 16. Existing metal storm sewers are being replaced, spot repairs to sidewalks, and curb work is being completed to improve safety and drainage. Grand Avenue is a vital part of the town with the road going through the downtown district. We finished the design of the storm water improvements in Year 16 and expect to see it awarded and construction started in Year 17.

TIF Improvements

The TIF improvements include clearing brush and overgrown from entering the nearby waterway, and highway area. Grading on site was completed and growth was removed with aquafriendly remover. Native vegetation was used to restore the area and reduce the amount of grow-back. The surrounding area will be graded in order for a sidewalk to be placed within the right of way.

Grace Avenue

Grace Avenue was permanently closed by the board to allow a public gathering area to be put in its place. This gathering area is being designed in Year 16 and will allow for positive outfall of storm water runoff through impervious pavers to try to reduce the amount of storm water runoff into Grand Avenue. The Grace Avenue project will help with drainage along the area and is expected to get under construction in Year 17.

18 E Grand Avenue

During Year 16 the Village completed a drainage improvement project at 18 E Grand Avenue. This project took a known problematic wet area near businesses in the down town district and converted it into a parking lot with storm sewer and an aesthetic gathering area. Stone was added to the nearby island, and grass, plantings, and flowers were installed near the retention area to filter storm water runoff.

In Year 16 staff inspected 628 storm sewer structures were cleaned and inspected. Staff entered and is monitoring all information into our GIS system and creating a repair program for any structures found to be in need. The program was instituted in Year 15, updated in year 16, and will be maintained during Year 17. During year 16 we completed inspections after rainfall events and documentation of those inspections

Storm Sewer Collection information can be found by clicking the link below:



GIS Storm Sewer
Data.xlsx

Street sweeping was performed on streets in Year 16 at the beginning of spring. Street sweeping also takes place after major storms which can cause debris and blockage to enter our storm drains. During Year 16 street sweeping was performed a total of 14 days which collected a total 87 loads of sweeping debris, totaling 261 yards of debris. Being able to sweep and keeping the debris out of our storm water collection system has benefited the Village tremendously. We plan to continue our sweeping program into Year 17

BMP No. F.3: Municipal Operations Storm Water Control

The program completed under the original NOI identifier where maintenance and washing of Village fleet is done, how lubricant and oil spills are handled, how/where road salt and chemicals are used and stored, etc.

Measurable Goal(s):

- Continue periodic evaluation of municipal facilities.
- Update facilities with necessary stormwater controls, if applicable.
- Continue minimizing the use of road salt applicable by utilizing salt prewetting application mix.
- Continue the implementation of SWPPP for Public Works.
- Review revise and accept the SMPP template language related to this provision by the end of year 15.

The Village built a salt barn in Year 11 for storage of all salt and a SWPP Plan which has a Maximize Exposure:

- A triple basin located in the Motor Pool Maintenance Garage.
- All floors in Motor Pool Garage slope towards the triple basin.
- All vehicle and equipment are stored inside.
- Refueling Station is covered to protect any runoff washing away fuel for other items which may present in the area.
- Used motor oil (hydraulic, transmission, diesel) are collected and stored in covered 275-gallon drums.
- Used motor oil is burned for heating of Motor Pool facility.
- Used anti-freeze is collected and stored in covered containers and hauled off site for disposal by a licensed waste hauler to a licensed facility.
- Installation of new roof and downspouts on Station 1 facility to prevent standing water and rooftop structural damage.

The Village uses best practices in order to preserve storm water management assets. As part of the ongoing procedures. The Village has stored used motor oil from its fleet maintenance department in several totes with secondary containment; those totes are then pumped into a large container used to burn the use motor oil via a garage furnace. This benefit prevents used oil from potentially entering the waterways and allows the Village to reduce their carbon footprint on the surrounding area, it's a reduction of gas used through the winter months and an increase in efficiency through the department.

The Village continues to improve Best Management Practices and increases the need for safe stormwater runoff. During Year 16 the Village took on the following in order to improve to minimize stormwater exposure:

- Use of a Tire Bin in order to reduce used or new tires to stormwater contact with runoff
- New deicing system to eliminate gravel or sand being used and entering the stormwater system.
- Stored all vehicles and equipment indoors to prevent stormwater contamination
- Street sweeping of Village Roads and Parking lots
- Parking lot improvements to remove standing water
- Roadway improvements to eliminate excessive ponding

The Village stores all equipment including, the lawn mowing and snow plowing equipment in doors under a roof to prevent storm water exposure. This helps keep the surrounding areas, storm sewers, and inlets clear of disturbances caused from equipment. In Year 16 the Village completed a resurfacing of the Public Works and Fire Department parking lots. This improvement developed positive outlets for water to be removed from the parking lot and flow to a nearby stream meant to take the ground water to a nearby storage facility. The Village also started a roadway reconstruction project Year 16 which included long term drainage solutions. The Sayton Road reconstruction project included a 36" storm sewer, two 10x10 dry wells, and improvements to a storm water retention pond. The drainage improvements allowed ponding water within the Village right of way, as well as on a surrounding private parking lot, to drain into the new storm sewer reducing the excessive exposure it previously had. This road previously did not have a storm sewer system and had significant ponding and flooding complaints from residents and motorists.

BMP No. F.4: Municipal Operations Waste Disposal

The program completed during the original NOI helps ensure a reduction in the amount and type of pollution that results from waste disposal operations, such as separate storm sewer systems, roads and parking lots, maintenance and storage yards (including salt/sand storage and snow disposal areas), and waste transfer stations.

Measurable Goal(s): -Review and revise SMPP template language related to this provision by end of year 15.

The Villages salt storage shed was completed in Year 11 which is a contained storage and is sloped inward so no leaching occurs. The Village has a Brush Pick-Up Program to collect branches and bush trimmings only. The trimmings are chipped and used for local businesses and residents for mulch. Our contract with Waste Management allows homeowners to contract with them for landscape waste pick up. The Village conducts street sweeping three times per year and vacuums the streets as well.

The Village started implementing a new salt prewetting system in Year 16 which resulted in eliminating the need to use sand, or gravel, in snow storms. This elimination of other

products such as sand or gravel results in less contaminants getting into storm drains and into our water system. We have seen significant benefits from using this system such as removing the need to go through and vacator the storm sewer system of sand and gravel during the spring months. The system implemented uses a liquid deicing product that reduces the need for salt, is 90% less corrosive than salt, and more environmentally friendly.

BMP No. F.5 Flood Management/Assess Guidelines

See QLP Description. The program currently implemented includes permit review processes in accordance with WDO regulation related to Floodplain Management. Additionally, the Village works closely with SMC regarding flood mitigation and flood control projects.

Measurable Goal(s):

- Monitor progress of SMC
- Continue to work on the FEMA Community Assessment Visit list and gain compliance on all homes located within the flood plain.
- Schedule home demolitions within the flood plain working with SMC and FEMA to create park land and compensatory storage.
- Enforce WDO
- Review and revise SMPP template language related to this provision by end of year 16.

The Village continues to work closely with several homeowners and SMC onsite to give direction on several storm water and flooding issues. The Village continues to work closely with SMC to coordinate repairs and improvements to the community's storm water management. In Year 16 the Villages Community Development Director was awarded Lake Counties Storm Water Manager of the Year Award. The Richard A. Welton Stormwater Manager of the Year was awarded to Donovan Day the Community Development Director for The Village. When Donovan started, the Village had 53 floodplain conformance issues to resolve with IDNR and FEMA, from flow through vents in crawlspaces, fills, new decks, pools, woodpiles, and substantial improvements. The current Fox Lake status is that virtually everything resolved. 15 Elevation Certificates shot (some above FPE), 7 crawlspaces vented, all comp storage calculations determined, 8 utilities elevated, all fill removed and 3 buyouts. This effort has been remarkable and has forged a new partnership with SMC and IDNR.

The Village works with HOA's and different subdivisions to resolve storm water issues. In Year 16 Village staff met on site with several residents and HOA's to solve drainage problems. Under one circumstance residents had complained of ponding in their ditch along the right of way that didn't allow the water to flow keeping standing water within their property. The Village was able to rectify this issue and allow the water to flow downstream. Under another circumstance an HOA found that a nearby storm sewer was not collecting water and they thought the sewer had collapsed. The Village went in and

was able to find it was not collapsed but in good condition, the pipe had a blockage that was cleared with the vactor truck and drainage was restored to the area.

BMP No. F.6: Other Municipal Operations Control

It is anticipated that the enhanced SMPP template may include measures beyond the current program scope.

Measurable Goal(s):

- Consider additional language in SMPP template language and incorporate into program by end of year 16.
- Create a Unified Development Ordinance (UDO) outlining the building and development processes located within a flood plain.
- Implement a Green Infrastructure Plan
- Implement BMPs and track progress of BMP implementation, as described in the SMPP.

The ability for the Village to utilize GIS for stormwater purposes allow us to get better tracking and immediate information on stormwater needs. The integration of technology into our system has given us the ability to label areas that need immediate attention or areas that could use attention in the near future. Along with the needs of repairs, this program has allowed the Village to identify storm inlets and outlets that are problematic to keep maintenance logs or identify alternative solutions to the problem due to continued maintenance logs. Since the implementation of the storm sewer atlas in our GIS system, we have been able to update notes and changes within the system and work to improve the system exponentially, by editing the locations to accurately reflect location and needs within the Village.

Measurable Goal(s):

- Implement BMPs and track progress of BMP implementation, as described in the SMPP.

Year 16 MS4 activities:

- The MS4 continues to implement the BMPs described in its SMPP and to track progress in implementing its stormwater management program.

Stormwater Management Program Assessment, Year 16

The MS4 revised their SMPP to coincide with the March 2016 ILR40 permit. As described in the revised SMPP there are extensive monitoring efforts already underway across the County, refer to Part C of this report for additional information. The QLP section of the report describes the Status of Lake County waters using information gathered by active workgroups and the Lake County Health Department along with a discussion on TMDL status within the County. The Status of Lake County Waters provides insight as to the overall effectiveness of countywide efforts to improve water quality. As an active MS4 within the County, the countywide findings reflect the individual efforts of each MS4. Additionally, the SMPP identified impaired waters based on the July 2016 303(d) list. The inclusion or exclusion of water bodies on the IEPAs 303(d) list, published bi-annually, is a direct reflection of the program's effectiveness.

The Village of Fox Lake will continue to utilize our GIS system as well as the Lake County Storm Water Management Commission and partner with them on any upcoming projects. We will continue to implements BMP's and work closely with the Lake County Stormwater Management team regularly to ensure proper drainage and safe stormwater detention. Staff will review GIS annually so it can be a helpful tool for our storm water management guide. We will review and revised the SMPP in Year 16 and believes the BMP's are appropriate to gain progress towards achieving the regulatory goal of reducing the discharge of pollutants.



Annual Reports.pdf



Permit Reports.pdf

Code Enforcement List

05/07/2019

CE Number	Owner Name Address	Violation	Notice Issued	Current Status	Citation Date	Citation #	Date Complied
EN18-0780	501 KINGSTON BLVD	WDO	05/14/2018	Notice of Violation			
EN18-0803	39 FAIRFAX RD Timan, Helen F	WDO	05/25/2018	Closed			05/25/2018
EN18-0966	39 FAIRFAX RD Timan, Helen F	WDO	09/18/2018	Closed			11/05/2018
EN18-1180	510 LIVINGSTON ST Martin, Paul	WDO	03/06/2019	Notice of Violation			

Total: 4

Population: All Records

Enforcement.DateFiled Between 3/1/2018 12:00:00 AM AND 3/31/2019
11:59:59 PM AND
Enforcement.Category = WDO

Code Enforcement List

05/07/2019

CE Number	Owner Name Address	Violation	Notice Issued	Current Status	Citation Date	Citation #	Date Complied
EN18-0948	529 KINGSTON BLVD Stancil, Michelle	Drainage	09/04/2018	Closed			09/25/2018
EN18-0955	10 MEADE CT Randell & Sons LLC	Drainage	09/12/2018	Complaint Filed			

Total: 2

Population: All Records

Enforcement.DateFiled Between 3/1/2018 12:00:00 AM AND 3/31/2019
11:59:59 PM AND

Enforcement.Category = Drainage

Code Enforcement List

05/07/2019

CE Number	Owner Name Address	Violation	Notice Issued	Current Status	Citation Date	Citation #	Date Complied
EN18-0735	71 ELM AVE Salines,Robertino	Retaining Wall/Seawall	03/19/2018	Closed			04/12/2018
EN18-0992	22 LAKESIDE LN Igyarto, Louis	Retaining Wall/Seawall	09/28/2018	Closed			10/01/2018

Total: 2

Population: All Records

Enforcement.DateFiled Between 3/1/2018 12:00:00 AM AND 3/31/2019
11:59:59 PM AND

Enforcement.Category = Retaining Wall/Seawall

Category Detail Report

05/07/2019

Driveway

Permit #	Owner	Address	Fee Total	Amount Paid
P1807-125	Richard Wieczorek	521 PARK AVE	\$50.00	\$50.00
P1811-002	Liebe, Kevin & Sandra	125 MANOR AVE	\$100.00	\$100.00
Total Fees For Type:				\$150.00
Total Permits For Type:				2

Major Development

Permit #	Owner	Address	Fee Total	Amount Paid
P1710-021	Drevney, Robert	23 BAY LN	\$1,000.00	\$1,000.00
Total Fees For Type:				\$1,000.00
Total Permits For Type:				1

New Construction, Res

Permit #	Owner	Address	Fee Total	Amount Paid
P1810-034	JMR LLC	166 EAGLE POINT RD	\$2,786.65	\$2,786.65
Total Fees For Type:				\$2,786.65
Total Permits For Type:				1

Residential Remodel

Permit #	Owner	Address	Fee Total	Amount Paid
P1807-114	Baumgartner, Dave & Madeline	507 WHITTEN ST	\$150.00	\$150.00
Total Fees For Type:				\$150.00
Total Permits For Type:				1

Seawall

Permit #	Owner	Address	Fee Total	Amount Paid
P1807-124	Zapoloczy, Peter	623 KINGSTON BLVD	\$274.00	\$274.00
P1811-045	Talpai, Thomas	71 WELLS ST	\$124.00	\$124.00
P1901-012	Ben Watts Marina, Inc.	116 S ROUTE 12	\$242.00	\$242.00

Total Fees For Type:	\$640.00
Total Permits For Type:	3

Report Summary

Population: All Records

Permit.DateIssued Between 3/1/2018 12:00:00
AM AND 3/31/2019 11:59:59 PM AND

Permit.PermitType = WDO

Grand Total Fees:	\$4,726.65
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Grand Total Permits:	8
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Category Detail Report

05/07/2019

Alteration

Permit #	Owner	Address	Fee Total
P1803-004	Caliendo, Bob	8111 MAGNOLIA CT	\$250.00
P1803-024	Otrebla Investments	5 E GRAND AVE 1	\$250.00
P1803-030	Rebecca Laverdure	29 SAYTON RD	\$100.00
P1803-022	RTO Property LLC	107 HILLSIDE CT	\$660.00
P1804-003	Lisa Rabe	178 E GRAND AVE	\$250.00
P1803-046	Balen, Robbie	173 RIVERSIDE ISLAND DR	\$250.00
P1804-035	Professional Resource Dev. Inc.	1402 S ROUTE 12	\$2,110.00
P1806-097	Crews, Gerald	13 W GRAND AVE	\$250.00
P1807-109	VOFL Building Dept	1	\$0.00
P1806-019	Jewel / Osco	1350 S ROUTE 12	\$250.00
P1806-107	Rinchiuso, Timothy	8606 SUNDIAL LN	\$277.50
P1807-128	Kevin Richards	166 EAGLE POINT RD	\$100.00
P1805-012	Nicodem, Harry	44 S ROUTE 12	\$928.00
P1808-066	Brian Devanie	128 LONGWOOD DR	\$250.00
P1808-044	Altman, Louise	31 ATWATER PKWY	\$250.00
P1809-029	Vacation Village Condominiums	6800 N STATE PARK RD	\$0.00
P1809-037	Buczko, Sharon L.	93 HILLDALE RD	\$50.00
P1812-005	Linda & Raymond Bott	599 WINDSOR DR	\$600.00
P1812-004	Linex Enterprises, LLC	63 HIGHVIEW AVE	\$250.00
P1811-014	Tobutt, Andy	250 LIPPINCOTT LN	\$250.00
P1901-009	Daniel Szymanski	40 BERMUDA COLONY 03	\$250.00
P1812-039	Frankie Catini	1233 SHAGBARK CT	\$250.00
P1810-012	Keysow, Alexis	13 S LAKE AVE	\$250.00
P1901-013	Judy Goffo	80 LAKE LN	\$250.00
P1901-024	Chris & Mindy Grall	200 HOLLOW WAY	\$250.00
P1902-007	Valstone	16 LILAC AVE	\$100.00
P1812-012	Schnoor, Francis	20 S ROUTE 12	\$1,654.00
P1902-031	Sergiu Luca	17 ST THOMAS COL 06	\$250.00
P1902-025	Sacco, Tricia	17 ST THOMAS COL 02	\$0.00
P1903-012	Ranieri, Maureen	150 EAGLE POINT RD M	\$250.00

Total Fees For Type: \$10,829.

Total Permits For Type: 30

Report Summary

Grand Total Fees:	\$10,829.
Grand Total Permits:	30

Category Detail Report

05/07/2019

Com, Addition

Permit #	Owner	Address	Fee Total
P1805-071	Learn & Grow Academy, Inc.	1252 S ROUTE 12	\$750.00

Total Fees For Type: \$750.00

Total Permits For Type: 1

Report Summary

Grand Total Fees: \$750.00

Grand Total Permits: 1

Category Detail Report

05/07/2019

Com, Major Building

Permit #	Owner	Address	Fee Total
P1806-075	Kite Realty Group	1252 S ROUTE 12	\$100.00
P1806-049	Ennessy, Barry	91 S ROUTE 12	\$0.00
P1812-026	WCP Fox Lake 1 LLC c/o Wool Ca	1258 S ROUTE 12	\$250.00

Total Fees For Type: \$350.00

Total Permits For Type: 3

Report Summary

Grand Total Fees: \$350.00

Grand Total Permits: 3

Category Detail Report

05/07/2019

Com, Alteration

Permit #	Owner	Address	Fee Total
P1804-038	Kledzik, Ken	5 E GRAND AVE 1	\$250.00
P1802-035	Nicodem, Harry	44 S ROUTE 12	\$4,066.18
P1806-087	Lease, Daniel	17 W GRAND AVE	\$250.00
P1807-108	Kite Realty Group	1288 S ROUTE 12	\$1,057.00
P1812-007	Village of Fox Lake	216 WASHINGTON ST	\$0.00
P1811-051	Rudaurki, Bohdam	161 S ROUTE 12	\$300.00
P1902-011	Transwestern	115 TOWNE CENTRE	\$250.00
P1903-018	Tivoli Enterprises, Inc.	111 TOWNE CENTRE	\$250.00
P1903-020	Patel, Mehul	19 S ROUTE 12	\$325.00
P1903-003	Fox Lake Storage, LLC.	1258 S ROUTE 12	\$32,730.00

Total Fees For Type: \$39,478

Total Permits For Type: 10

Report Summary

Grand Total Fees: \$39,478

Grand Total Permits: 10

Category Detail Report

05/07/2019

Flood Repair

Permit #	Owner	Address	Fee Total
P1804-088	Gadjos, Marc	152 EAGLE POINT RD	\$600.00

Total Fees For Type: \$600.00

Total Permits For Type: 1

Report Summary

Grand Total Fees: \$600.00

Grand Total Permits: 1

Category Detail Report

05/07/2019

Inground Pool

Permit #	Owner	Address	Fee Total
P1804-017	Trbrosky, Donna	203 HOLLOW WAY	\$300.00
P1806-016	Sezdar, Matt	978 TALISMON WAY	\$150.00
P1808-008	March, Mary Jo	8213 BALSAM CT	\$300.00

Total Fees For Type: \$750.00

Total Permits For Type: 3

Report Summary

Grand Total Fees: \$750.00

Grand Total Permits: 3

Category Detail Report

05/07/2019

Major Development

Permit #	Owner	Address	Fee Total
P1710-021	Drevney, Robert	23 BAY LN	\$1,000.00

Total Fees For Type: \$1,000.0
Total Permits For Type: 1

Report Summary

Grand Total Fees: \$1,000.0
Grand Total Permits: 1

Category Detail Report

05/07/2019

New Construction, Res

Permit #	Owner	Address	Fee Total
P1810-034	JMR LLC	166 EAGLE POINT RD	\$2,786.65

Total Fees For Type: \$2,786.
Total Permits For Type: 1

Report Summary

Grand Total Fees: \$2,786.
Grand Total Permits: 1

Category Detail Report

05/07/2019

Retaining Wall

Permit #	Owner	Address	Fee Total
P1803-016	Leisure Village	7313 LEISURE VILLAGE AVE	\$195.00
P1805-067	Woodhills Bay H/O Assoc. Phase 1	87 MARINER LN	\$65.00
P1806-086	Joseph Krozel	202 HOLLOW WAY	\$100.00
P1806-088	Turner, Debby	1181 MALLARD CT	\$65.00
P1807-017	Pfau, Jeannine	62 S MAPLE AVE	\$65.00
P1808-067	Woodhills Bay	53 WOODHILLS BAY RD	\$65.00

Total Fees For Type: \$555.00

Total Permits For Type: 6

Report Summary

Grand Total Fees: \$555.00

Grand Total Permits: 6

Category Detail Report

05/07/2019

Seawall

Permit #	Owner	Address	Fee Total
P1802-020	Morgenthaler, Michel&Linda	122 SCENIC RD	\$175.00
P1805-054	Bessette, Roger & Julie	104 BAY RD	\$150.00
P1805-003	Ostrowski, David	124 BAY RD	\$150.00
P1807-124	Zapoloczy, Peter	623 KINGSTON BLVD	\$274.00
P1811-045	Talpai, Thomas	71 WELLS ST	\$124.00
P1901-012	Ben Watts Marina, Inc.	116 S ROUTE 12	\$242.00

Total Fees For Type: \$1,115.0

Total Permits For Type: 6

Report Summary

Grand Total Fees: \$1,115.0

Grand Total Permits: 6

Category Detail Report

05/07/2019

Res, Alteration

Permit #	Owner	Address	Fee Total
P1810-037	Shirley Clark	5 N MAPLE AVE	\$250.00
P1812-037	Anthony Sellars	14 HILLCREST AVE	\$100.00

Total Fees For Type: \$350.00

Total Permits For Type: 2

Report Summary

Grand Total Fees: \$350.00

Grand Total Permits: 2

Category Detail Report

05/07/2019

Res, Major Building

Permit #	Owner	Address	Fee Total
P1810-073	Village of Fox Lake	125 NIPPERSINK BLVD	\$0.00
P1811-010	Village of Fox Lake	98 FOREST AVE	\$0.00

Total Fees For Type: \$0.00

Total Permits For Type: 2

Report Summary

Grand Total Fees: \$0.00

Grand Total Permits: 2

Category Detail Report

05/07/2019

New Home Attached

Permit #	Owner	Address	Fee Total
P1801-029	CalAtlantic Homes	7089 HIDDEN GREEN CIR	\$14,246.60
P1801-032	CalAtlantic Homes	7091 HIDDEN GREEN CIR	\$14,156.80
P1806-026	CalAtlantic Homes	7015 BOGIE LN	\$13,652.56
P1806-046	CalAtlantic Homes	7123 MULIGAN CT	\$13,641.36
P1805-061	CalAtlantic Homes	7083 HIDDEN GREEN CIR	\$12,846.46
P1805-062	CalAtlantic Homes	7085 HIDDEN GREEN CIR	\$12,957.51
P1805-063	CalAtlantic Homes	7087 HIDDEN GREEN CIR	\$12,846.46
P1806-027	CalAtlantic Homes	7017 BOGIE LN	\$13,426.56
P1806-028	CalAtlantic Homes	7019 BOGIE LN	\$13,652.56
P1806-038	CalAtlantic Homes	7095 HIDDEN GREEN CIR	\$13,176.96
P1806-039	CalAtlantic Homes	7093 HIDDEN GREEN CIR	\$12,821.96
P1806-040	CalAtlantic Homes	7097 HIDDEN GREEN CIR	\$13,176.96
P1806-044	CalAtlantic Homes	7119 MULIGAN CT	\$13,652.56
P1806-045	CalAtlantic Homes	7121 MULIGAN CT	\$13,652.56
P1808-046	CalAtlantic Homes	7119 HIDDEN GREEN CIR	\$13,308.10
P1808-064	CalAtlantic Homes	7121 HIDDEN GREEN CIR	\$13,608.70
P1808-065	CalAtlantic Homes	7123 HIDDEN GREEN CIR	\$12,863.30
P1809-014	CalAtlantic Homes	7102 HIDDEN GREEN CIR	\$13,426.56
P1809-016	CalAtlantic Homes	7104 HIDDEN GREEN CIR	\$13,426.56
P1809-017	CalAtlantic Homes	7106 HIDDEN GREEN CIR	\$13,577.56
P1809-059	Lennar Homes	7108 HIDDEN GREEN CIR	\$13,552.70
P1809-060	Lennar Homes	7110 HIDDEN GREEN CIR	\$13,412.90
P1809-061	Lennar Homes	7112 HIDDEN GREEN CIR	\$13,412.90
P1809-069	Lennar Homes	7117 COUNTRY CLUB HILLS DR	\$12,786.80
P1809-070	Lennar Homes	7119 COUNTRY CLUB HILLS DR	\$12,897.85
P1809-071	Lennar Homes	7121 COUNTRY CLUB HILLS DR	\$12,239.50
P1810-003	Lennar Homes	7111 COUNTRY CLUB HILLS DR	\$12,869.46
P1810-004	Lennar Homes	7113 COUNTRY CLUB HILLS DR	\$12,980.51
P1810-005	Lennar Homes	7115 COUNTRY CLUB HILLS DR	\$12,869.46
P1812-019	Lennar Homes	7024 BOGIE LN	\$13,176.96
P1812-020	Lennar Homes	7022 BOGIE LN	\$13,266.76
P1812-021	Lennar Homes	7020 BOGIE LN	\$13,176.96
P1812-022	Lennar Homes	7104 COUNTRY CLUB HILLS DR	\$13,657.23
P1812-023	Lennar Homes	7106 COUNTRY CLUB HILLS DR	\$13,431.23
P1812-024	Lennar Homes	7108 COUNTRY CLUB HILLS DR	\$13,657.23
P1901-020	Lennar Homes	7114 HIDDEN GREEN CIR	\$13,635.23
P1901-021	Lennar Homes	7116 HIDDEN GREEN CIR	\$13,635.23

P1901-022	Lennar Homes	7118 HIDDEN GREEN CIR	\$13,409.23
P1903-008	Lennar Homes	7045 HIDDEN GREEN CIR	\$13,657.23
P1903-009	Lennar Homes	7047 HIDDEN GREEN CIR	\$13,431.23
P1903-010	Lennar Homes	7049 HIDDEN GREEN CIR	\$13,646.03

Total Fees For Type:	\$546,92
Total Permits For Type:	41

Report Summary

Grand Total Fees:	\$546,92
Grand Total Permits:	41

Category Detail Report

05/07/2019

New Home Detached

Permit #	Owner	Address	Fee Total
P1804-064	Marino, David	609 OAK LN	\$572.00

Total Fees For Type: \$572.00

Total Permits For Type: 1

Report Summary

Grand Total Fees: \$572.00

Grand Total Permits: 1

Category Detail Report

05/07/2019

Water Service

Permit #	Owner	Address	Fee Total
P1805-039	Nicodem, Harry	44 S ROUTE 12	\$2,390.00
P1807-116	Martin, Mike	85 ELM AVE	\$413.50
P1808-017	Vince Viti	82 ELM AVE	\$413.50
P1808-022	Bertram, Kathryn	77 ELM AVE	\$413.50
P1808-078	McMullen, Calvin	44 ELM AVE	\$560.00
P1808-082	Schmit, Donald	17 ELM AVE	\$560.00
P1808-098	Barbara Kuman	19 ELM AVE	\$560.00
P1809-073	Johnson, Barbara	124 MANOR AVE	\$560.00
P1810-001	Salinas, Honer	65 ELM AVE	\$560.00
P1810-010	Kraus, Ed	23 PINE AVE	\$560.00
P1808-053	Mischo, Pat	35150 N FRONTAGE RD	\$560.00
P1810-049	Rogers, Jimmy	59 ELM AVE	\$560.00
P1810-050	Rogers, Jimmy	55 ELM AVE	\$560.00
P1810-044	Myers, Stephen & Penny	43 ELM AVE	\$560.00
P1902-004	Lescher, Michael	20 ELM AVE	\$560.00

Total Fees For Type: \$9,790.

Total Permits For Type: 15

Report Summary

Grand Total Fees: \$9,790.

Grand Total Permits: 15



VILLAGE OF FOX LAKE

Address Display String	Amount Total	Permit Type	Category
13 S LAKE AVE	\$250.00	Building	Alteration
150 EAGLE POINT RD M	\$250.00	Building	Alteration
17 ST THOMAS COL 06	\$250.00	Building	Alteration
20 S ROUTE 12	\$1,654.00	Building	Alteration
250 LIPPINCOTT LN	\$250.00	Building	Alteration
31 ATWATER PKWY	\$250.00	Building	Alteration
40 BERMUDA COLONY 03	\$250.00	Building	Alteration
599 WINDSOR DR	\$600.00	Building	Alteration
63 HIGHVIEW AVE	\$250.00	Building	Alteration
111 TOWNE CENTRE	\$250.00	Building	Com, Alteration
1258 S ROUTE 12	\$32,730.00	Building	Com, Alteration
161 S ROUTE 12	\$300.00	Building	Com, Alteration
19 S ROUTE 12	\$325.00	Building	Com, Alteration
1011 FORTRESS DR	\$250.00	Building	Addition
44 S. ROUTE 12	\$5,066.18	WDO	Com, Alteration
14 N. LAKE AVENUE	\$50.00	DEMO	Minor Building
14 HILLCREST AVENUE	\$100.00	Plumbing	Alteration
5 N. MAPLE AVENUE	\$250.00	Plumbing	Alteration
116 S. ROUTE 12	\$242.00	WDO	Seawall
125 MANOR AVENUE	\$100.00	WDO	Driveway
166 EAGLE POINT ROAD	\$2,786.65	WDO	Res, New Construction
23 BAY LANE	\$1,000.00	WDO	Major Development
623 KINGSTON BLVD	\$274.00	WDO	Seawall
71 WELLS STREET	\$124.00	WDO	Seawall
507 WHITTEN STREET	\$150.00	WDO	Alteration
609 OAK LANE	\$572.00	WDO	Res, New Construction
7015 BOGIE LN	\$13,652.56	Building	New Home Attached
7017 BOGIE LN	\$13,426.56	Building	New Home Attached
7019 BOGIE LN	\$13,652.56	Building	New Home Attached
7020 BOGIE LN	\$12,176.96	Building	New Home Attached
7020 BOGIE LN	\$1,000.00	Building	New Home Attached
7022 BOGIE LN	\$13,266.76	Building	New Home Attached
7024 BOGIE LN	\$13,176.96	Building	New Home Attached
7045 HIDDEN GREEN CIR	\$13,657.23	Building	New Home Attached
7047 HIDDEN GREEN CIR	\$13,431.23	Building	New Home Attached
7049 HIDDEN GREEN CIR	\$13,646.03	Building	New Home Attached
7083 HIDDEN GREEN CIR	\$12,786.80	Building	New Home Attached
7083 HIDDEN GREEN CIR	\$59.66	Building	New Home Attached

7085 HIDDEN GREEN CIR	\$12,897.85	Building	New Home Attached
7085 HIDDEN GREEN CIR	\$59.66	Building	New Home Attached
7087 HIDDEN GREEN CIR	\$12,786.80	Building	New Home Attached
7087 HIDDEN GREEN CIR	\$59.66	Building	New Home Attached
7089 HIDDEN GREEN CIR	\$14,246.60	Building	New Home Attached
7091 HIDDEN GREEN CIR	\$14,156.80	Building	New Home Attached
7093 HIDDEN GREEN CIR	\$12,821.96	Building	New Home Attached
7095 HIDDEN GREEN CIR	\$13,176.96	Building	New Home Attached
7097 HIDDEN GREEN CIR	\$13,176.96	Building	New Home Attached
7102 HIDDEN GREEN CIR	\$13,426.56	Building	New Home Attached
7104 COUNTRY CLUB HILLS DR	\$13,657.23	Building	New Home Attached
7104 HIDDEN GREEN CIR	\$13,426.56	Building	New Home Attached
7106 COUNTRY CLUB HILLS DR	\$13,431.23	Building	New Home Attached
7106 HIDDEN GREEN CIR	\$13,577.56	Building	New Home Attached
7108 COUNTRY CLUB HILLS DR	\$13,657.23	Building	New Home Attached
7108 HIDDEN GREEN CIR	\$13,506.70	Building	New Home Attached
7108 HIDDEN GREEN CIR	\$46.00	Building	New Home Attached
7110 HIDDEN GREEN CIR	\$13,366.90	Building	New Home Attached
7110 HIDDEN GREEN CIR	\$46.00	Building	New Home Attached
7111 COUNTRY CLUB HILLS DR	\$12,786.80	Building	New Home Attached
7111 COUNTRY CLUB HILLS DR	\$82.66	Building	New Home Attached
7112 HIDDEN GREEN CIR	\$13,366.90	Building	New Home Attached
7112 HIDDEN GREEN CIR	\$46.00	Building	New Home Attached
7113 COUNTRY CLUB HILLS DR	\$12,897.85	Building	New Home Attached
7113 COUNTRY CLUB HILLS DR	\$82.66	Building	New Home Attached
7114 HIDDEN GREEN CIR	\$13,635.23	Building	New Home Attached
7115 COUNTRY CLUB HILLS DR	\$12,786.80	Building	New Home Attached
7115 COUNTRY CLUB HILLS DR	\$82.66	Building	New Home Attached
7116 HIDDEN GREEN CIR	\$13,635.23	Building	New Home Attached
7117 COUNTRY CLUB HILLS DR	\$12,786.80	Building	New Home Attached
7118 HIDDEN GREEN CIR	\$13,409.23	Building	New Home Attached
7119 COUNTRY CLUB HILLS DR	\$12,897.85	Building	New Home Attached
7119 HIDDEN GREEN CIR	\$13,308.10	Building	New Home Attached
7119 MULIGAN CT	\$13,652.56	Building	New Home Attached
7121 COUNTRY CLUB HILLS DR	\$12,239.50	Building	New Home Attached
7121 HIDDEN GREEN CIR	\$5,211.00	Building	New Home Attached
7121 HIDDEN GREEN CIR	\$8,397.70	Building	New Home Attached
7121 MULIGAN CT	\$13,652.56	Building	New Home Attached
7123 HIDDEN GREEN CIR	\$12,863.30	Building	New Home Attached
7123 MULIGAN CT	\$13,641.36	Building	New Home Attached
20 S. ROUTE 12	\$1,654.00	Building	Com, Alteration
154 N. ROUTE 12	\$968.50	Building	Com, Alteration
1402 N. ROUTE 12	\$2,110.00	Building	Com, Alteration

Part C. MS4 Information and Data Collection Results, Year 16

Annual Monitoring and Data Collection, Year 16

Information and data that the MS4 collected to meet the monitoring requirement of the version of IEPA's General NPDES Permit No. ILR40 that applied to the reporting period are summarized below.

The MS4 revised their SMPP to coincide with the March 2016 ILR40 permit. As described in the revised SMPP there are extensive monitoring efforts already underway across the County. The MS4 supports Lake County Health Department (LCHD) efforts. The QLP section of the report describes the status of Lake County waters using information gathered by these workgroups, the LCHD and IEPA. The following is a brief summary of the efforts described in more detail in the SMPP

- The Fox River Implementation Plan (FRIP) takes the place of a traditional TMDL for dissolved oxygen and nuisance algae in the Fox River. The FRSG directly coordinates with the IEPA on the efforts described in the FRIP.
- The LCHD Lakes Management Unit has been collecting water quality data on Lake County lakes since the late 1960s. Since 2000, 176 different lakes each year have been studied and data collected on temperature, dissolved oxygen, phosphorus, nitrogen, solids, pH, alkalinity, chloride, conductivity, water clarity, the plant community and shoreline characteristics. Lake summary reports can be found (URL: <https://www.lakecountyil.gov/2400/Lake-Reports>).
- Lake Michigan Beaches have a significant portion of the Lake Michigan Beaches listed as impaired. The LCHD samples beaches from approximately Memorial Day to Labor Day. These results are used by the LCHD, in concert with other data collected by IEPA, to determine if TMDL implementation recommendations have resulted in load reductions and improved overall beach health.
- Inland Beaches are monitored bimonthly from May to September by Lake County Health Department's Lake Management Unit (LMU). Bacteria concentrations at inland beaches and recreational areas resulting in high concentrations of E coli bacteria are the basis of swim bans. The IEPA uses the number and duration of swim bans to assess whether or not the beaches support designated uses for primary contact recreation.
- A portion of the community is located outside of these monitoring efforts. A total of xx locations were selected to perform supplemental water quality monitoring. The data collected from these water quality sampling locations will be compared with subsequent years sampling to assist in determining if the BMPs and stormwater management program are appropriate.

Part D. MS4 Summary of Year 16 Stormwater Activities

The table below indicates the stormwater management activities that the MS4 plans to undertake during Year 16. Additional information about the stormwater management activities that the MS4 will perform is provided in the section following the table.

Note: “X” indicates BMPs that will be implemented during Year 16

✓ indicates BMPs that were changed during Year 16

Year 16	
MS4	
A. Public Education and Outreach	
X	A.1 Distributed Paper Material
	A.2 Speaking Engagement
	A.3 Public Service Announcement
X	A.4 Community Event
	A.5 Classroom Education Material
X	A.6 Other Public Education
B. Public Participation/Involvement	
	B.1 Public Panel
	B.2 Educational Volunteer
X	B.3 Stakeholder Meeting
X	B.4 Public Hearing
X	B.5 Volunteer Monitoring
X	B.6 Program Coordination
X	B.7 Other Public Involvement
C. Illicit Discharge Detection and Elimination	
X	C.1 Storm Sewer Map Preparation
X	C.2 Regulatory Control Program
X	C.3 Detection/Elimination Prioritization Plan
X	C.4 Illicit Discharge Tracing Procedures
X	C.5 Illicit Source Removal Procedures
X	C.6 Program Evaluation and Assessment
X	C.7 Visual Dry Weather Screening
X	C.8 Pollutant Field Testing
X	C.9 Public Notification
	C.10 Other Illicit Discharge Controls

Year 16	
MS4	
D. Construction Site Runoff Control	
X	D.1 Regulatory Control Program
X	D.2 Erosion and Sediment Control BMPs
X	D.3 Other Waste Control Program
X	D.4 Site Plan Review Procedures
X	D.5 Public Information Handling Procedures
X	D.6 Site Inspection/Enforcement Procedures
	D.7 Other Construction Site Runoff Controls
E. Post-Construction Runoff Control	
	E.1 Community Control Strategy
X	E.2 Regulatory Control Program
X	E.3 Long Term O&M Procedures
X	E.4 Pre-Const Review of BMP Designs
X	E.5 Site Inspections During Construction
X	E.6 Post-Construction Inspections
X	E.7 Other Post-Const Runoff Controls
F. Pollution Prevention/Good Housekeeping	
X	F.1 Employee Training Program
X	F.2 Inspection and Maintenance Program
X	F.3 Municipal Operations Storm Water Control
X	F.4 Municipal Operations Waste Disposal
	F.5 Flood Management/Assess Guidelines
X	F.6 Other Municipal Operations Controls

Stormwater Management Activities, Year 16

As described in Part B above, a significant enhancement to the SMPP is the inclusion of Chapter 3.1 Qualified Local Program. On behalf of all MS4s within the county, SMC performs activities related to each of the six minimum control measures which are described in detail in the SMPP. These BMPs, implemented at the county level, make significant strides in achieving the statutory goal of reducing the discharge of pollutants to the MEP as watershed boundaries are not constrained by municipal borders. As such, a significant portion of the stated MS4 measurable goals are to “support QLP efforts.”

During Year 16, the MS4 plans to continue to support and supplement QLP efforts, as described in detail in the MS4’s SMPP and in brief below. The MS4’s SMPP can be viewed at www.foxlake.org

A. Public Education and Outreach

In addition to the extensive QLP efforts, the MS4 utilizes a variety of methods to educate and provide outreach to the public about the importance of managing pollutants that potentially could enter the stormwater system. The MS4’s Public Education and Outreach program includes: the distribution of educational material via take-away racks, municipal newsletters, website, at outreach events and by supporting efforts of the Solid Waste Agency of Lake County (SWALCO).

The Village will continue to provide SMC announcements and information on the Village’s website which was recently updated with a newsflash feature. This feature allows us to highlight important updates on the website.

The SMPP will be reviewed and updated as needed in Year 17. The Village also publishes stormwater information in its newsletter “The Anchor” as well as on the Village’s Facebook page. This information can be best practices and has information about seasonal change, including being a good neighbor and ensuring storm drains near residential homes or businesses are clear from winter debris, falling leaves, or standing water.

Measurable Goal(s):

- Support QLP efforts.
- Implement BMPs and track progress of BMP implementation, as described in the SMPP.

B. Public Participation/Involvement

In addition to the extensive QLP efforts, the MS4 utilizes a variety of methods to allow input from citizens during the development and implementation of the SMPP. The MS4’s Public Participation/Involvement program includes the following: maintaining a process for receiving and processing citizen input/complaints; attending and publicizing stakeholder meetings and the Lake County Municipal Advisory Committee, identification of environmental justice areas, and presenting program information at a public meeting at least once annually.

The Village provides additional materials to the general public. In Year 16, the Village continued the Community Garden. This garden exposes citizens to Master Gardeners and works with the University of Illinois Extension to provide information about composting, run-off, planting, soil and more. The Village updated the lease of the lot from the Fire Protection District and instead of a building being placed there it will

continue to have a large pervious surface along with a garden complete with plants, vegetables, parks and open areas which assist in reducing stormwater run-off. The village is working in the downtown area to improve drainage and had completed two beneficial projects to improve drainage in the downtown district. As part of those projects, a known flooding area that was causing damage to a nearby business during rain events was engineered and constructed with drainage, and a rainwater retention area that was both useful and aesthetically pleasing to our downtown area. The retention area acts as a gathering area for the public when walking through downtown, filled with plantings, trees, and benches. The Village also took action in Year 16 to get the public involved in our upcoming street projects. In May we held an open house event for the Nippersink Blvd improvements. Many residents and businesses showed up to support the roadway improvement which will include storm drain upgrades and improvements to help with drainage in the area.

The Village will continue to work with our HOA's in assisting with stormwater planning and funding with SMC and FEMA for our CAV program.

Our current Mayor, Donny Schmit, is on the Lake County Stormwater Management Board of Directors and attends all meetings and shares information with staff and the public on programs and issues. This information is shared via the newsletter, board meetings, town hall meetings, Facebook, and discussions at community events.

In February 2018 the Village created a 501(C)3 called "Champions of the Chain" which involves cleaning up the Chain of Lakes from Fox Lake to Elgin. During Year 16 efforts have been made to raise funds for this entity to clean our waterways through efforts otherwise impossible. This group focuses on storm water management, lakes and stream, preservation, education, and restoring waterways for environmental flood management and erosion control. We have worked with local groups to raise money, and awareness in order to try to fund projects such as dredging the lakes. Staff and Elected officials have been lobbying with Lake County Storm Water Management in order to get state representatives to take action on the increasing need of our surrounding lakes and streams. Education groups now hope to have bigger projects such as dredging.

The Village passed several resolutions in year 16 that will benefit stormwater management. These resolutions include the passing of the Mayor to sign the proposal on fixing the drainage issue in our downtown district; Sewer lining to ensure the sewer mains prevent inflow and infiltration; A resolution to demolish dilapidated buildings along the lake and replace them with open greenways; Grace Avenue, engineering plans to close a dangerous intersection within our downtown area and use the area to benefit stormwater runoff. The passing of each of these resolutions has some beneficial impact on stormwater management.



2018-R-17 Accept



2018-R-30 Adopting



2018-R-40 Accept



2018-R-49 Accept



2018-R-57

Proposal from Chicago a Complete Street Po the proposal from Visi Proposal from GHA fo Authorizing the Village

VILLAGE OF FOX LAKE

RESOLUTION NO. 2018 R 17

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK
OF THE VILLAGE OF FOX LAKE, TO SIGN AND THEREBY ACCEPT
THE PROPOSAL FROM CHICAGOLAND PAVING CONTRACTORS,
INC. FOR THE PARKING LOT AT 18 E. GRAND AVENUE.**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF FOX LAKE**

THIS 27 DAY OF March, 2018.

**PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE
PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FOX LAKE,
ILLINOIS, THIS 28 DAY OF March, 2018.**

RESOLUTION NO. 2018 R 17

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK OF THE VILLAGE OF FOX LAKE, TO SIGN AND THEREBY ACCEPT THE PROPOSAL FROM CHICAGOLAND PAVING CONTRACTORS, INC. FOR THE PARKING LOT AT 18 E. GRAND AVENUE.

WHEREAS, the Mayor and the Board of Trustees of the Village of Fox Lake, Lake and McHenry Counties, Illinois, have determined that it is necessary and expedient to provide for the Parking Lot at 18 E. Grand Avenue, and bids have been solicited for the work;

WHEREAS, the lowest bid is that of Chicagoland Paving Contractors, Inc. in the amount of \$57,927.50; and

WHEREAS, Village Staff have determined that the scope of work can be reduced with Village employees performing certain portions of the work, and a reduced price of \$43,715.50 has been negotiated with Chicagoland Paving Contractors, Inc. for a reduced scope of work;

NOW, THEREFORE, be it resolved by the President and the Board of Trustees of the Village of Fox Lake, Lake and McHenry Counties, Illinois, as follows:

SECTION I: The proposal submitted by Chicagoland Paving Contractors, Inc., a copy of which is attached as Exhibit "A" in the amount of \$57,927.50, combined with a negotiation of services reducing the final cost of the project to \$43,715.50, be and it is hereby approved, with the stipulation that the contractor shall submit a certificate of liability insurance and performance/payment bond prior to beginning work, and with the further stipulation that the Contractor shall comply with the Village's Prevailing Wage Ordinance.

SECTION II: The Mayor and the Clerk of the Village of Fox Lake are hereby authorized to sign a contract based upon the proposal attached as Exhibit "A" and to forward a copy of said signed contract back to Chicagoland Paving Contractors, Inc.

PASSED by the Corporate Authorities of the Village of Fox Lake, Lake and McHenry Counties, Illinois, this 27 day of March, 2018 by a roll call vote as follows:

Pursuant to a roll call vote:

<u>TRUSTEES</u>	<u>AYE</u>	<u>NAY</u>
Jeff Jensen	<u>ABSENT</u>	_____
Ron Stochl	<u>✓</u>	_____
Bernie Konwent	<u>✓</u>	_____
Nancy Koske	<u>✓</u>	_____
Brian Marr	<u>✓</u>	_____
Danice Moore	<u>✓</u>	_____

APPROVED THIS 27 DAY OF March, 2018.

ATTEST:

Debra A. Delis
Village Clerk

Donny Schmit
DONNY SCHMIT
VILLAGE PRESIDENT

Exhibit A

VILLAGE OF FOX LAKE
Bid Form
Section 20300

BID FORM

for

18 EAST GRAND AVENUE PARKING LOT ADDITION
Village of Fox Lake

To: Village of Fox Lake
66 Thillen Drive
Fox Lake, Illinois 60020
Phone: (847) 587-2151

From:
Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

Address

Phone

Fax

The undersigned hereby certifies that he is familiar with all the local conditions affecting the cost of the Work, and hereby proposes to furnish all labor, materials, tools, and equipment necessary to perform and complete in a thorough workmanlike manner the construction as enumerated below all in accordance with the Contract Documents prepared by Gewalt Hamilton Associates, Inc., 625 Forest Edge Drive, Vernon Hills, Illinois 60061, and entitled:

18 EAST GRAND AVENUE PARKING LOT ADDITION
Village of Fox Lake
Dated January 2018

ADDENDUM #2
FOR
18 EAST GRAND AVENUE
PARKING LOT ADDITION
FOR
VILLAGE OF FOX LAKE
FOX LAKE, ILLINOIS

GHA **GEWALT HAMILTON**
ASSOCIATES, INC.
CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Date of Addendum: February 12, 2018

Date of Bid Opening: February 15, 2018 at 2:00 PM

The following items provide additional clarification and changes to the bid documents and are made a part of the bid documents for the Village of Fox Lake's "18 East Grand Avenue Parking Lot Addition".

It is imperative that the bidders review the information and acknowledge receipt by emailing this signed document back to Gewalt Hamilton Associates Inc. at eblankenheim@gha-engineers.com.

Re-Issued Bid Form

1. The bid form has been revised to include 0.2 acres of SEEDING, CLASS 1. The previously issued bid form erroneously listed this quantity as 0.0 acres.

BIDDERS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #1. PLEASE EMAIL BACK THE SIGNED ACKNOWLEDGEMENT TO GEWALT HAMILTON ASSOCIATES, INC. AT eblankenheim@gha-engineers.com. ALSO, PLEASE INCLUDE AND NOTE THIS ADDENDUM IN YOUR BID PROPOSAL.

COMPANY NAME: Chicago Land Paving
SIGNATURE: Julie C. Hanna
DATE: 2.12.18

ADDENDUM #3
FOR
18 EAST GRAND AVENUE
PARKING LOT ADDITION
FOR
VILLAGE OF FOX LAKE
FOX LAKE, ILLINOIS

GHA **GEWALT HAMILTON**
ASSOCIATES, INC.
CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Date of Addendum: February 12, 2018

Date of Bid Opening: February 15, 2018 at 2:00 PM

The following items provide additional clarification and changes to the bid documents and are made a part of the bid documents for the Village of Fox Lake's "18 East Grand Avenue Parking Lot Addition".

It is imperative that the bidders review the information and acknowledge receipt by emailing this signed document back to Gewalt Hamilton Associates Inc. at eblankenheim@gha-engineers.com.

Re-Issued Bid Form

1. The bid form has been revised to include 0.02 acres of SEEDING, CLASS 1. The previously issued Addendum #2 erroneously listed this quantity as 0.2 acres.

BIDDERS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #3. PLEASE EMAIL BACK THE SIGNED ACKNOWLEDGEMENT TO GEWALT HAMILTON ASSOCIATES, INC. AT eblankenheim@gha-engineers.com. ALSO, PLEASE INCLUDE AND NOTE THIS ADDENDUM IN YOUR BID PROPOSAL.

COMPANY NAME:

Chicago Land Parking

SIGNATURE:

[Signature]

DATE:

2/12/18

ADDENDUM #2 2/12/2018
Base Bid
18 East Grand Avenue Parking Lot
Addition Village of Fox Lake
January 30, 2018

Description: Base Bid to include construction of approximately eight parking spaces and a rain garden; as well as curb and gutter, hot- mix asphalt pavement, concrete sidewalk, ADA detectable warnings, storm sewer and site restoration improvements. All installation to be by open cut and restoration as depicted on the engineering plans.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	COMBINATION CURB AND GUTTER REMOVAL	116.0	FT	\$ 5 ⁻	\$ 580 ⁻
2.	SIDEWALK REMOVAL	563.0	SF	\$ 1 ⁻	\$ 563 ⁻
3.	EARTH EXCAVATION	120.0	CY	\$ 35 ⁻	\$ 4,200 ⁻
4.	PVC STORM SEWER, PERFORATED (6")	57.0	FT	\$ 42.50	\$ 2,422.50
5.	PVC STORM SEWER, PERFORATED (12")	46.0	FT	\$ 63.75	\$ 2,932.50
6.	PVC STORM SEWER (12")	81.0	FT	\$ 51 ⁻	\$ 4,131 ⁻
7.	TRENCH BACKFILL	10.0	CY	\$ 42.50	\$ 425 ⁻
8.	STORM SEWER MANHOLE, 36"	1.0	EA	\$ 5,000 ⁻	\$ 5,000 ⁻
9.	STORM SEWER INLET 24"	2.0	EA	\$ 1,590 ⁻	\$ 3,180 ⁻
10.	STORM SEWER CONNECTION TO EXISTING STRUCTURE	1.0	EA	\$ 530 ⁻	\$ 530 ⁻
11.	TOPSOIL FURNISH AND PLACE, 4"	85.0	SY	\$ 10 ⁻	\$ 850 ⁻
12.	RAIN GARDEN, COMPLETE	1.0	EA	\$ 5,000 ⁻	\$ 5,000 ⁻
13.	SEEDING, CLASS 1	0.02	AC	\$ 10,000 ⁻	\$ 200 ⁻
14.	HYDROMULCH, METHOD 3A	85.0	SY	\$ 10 ⁻	\$ 850 ⁻
15.	NITROGEN FERTILIZER NUTRIENT	1.5	LB	\$ 10 ⁻	\$ 15 ⁻
16.	POTASSIUM FERTILIZER NUTRIENT	1.5	LB	\$ 10 ⁻	\$ 15 ⁻
17.	PHOSPHORUS FERTILIZER NUTRIENT	1.5	LB	\$ 10 ⁻	\$ 15 ⁻
18.	WHEEL STOPS	8.0	EA	\$ 75 ⁻	\$ 600 ⁻
19.	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	20.0	TN	\$ 275 ⁻	\$ 5,500 ⁻
20.	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	29.0	TN	\$ 100 ⁻	\$ 2,900 ⁻
21.	AGGREGATE BASE COURSE, 10"	200.0	SY	\$ 15 ⁻	\$ 3,000 ⁻
22.	COMB CONC CURB & GUTTER, TY-B4.12	83.0	FT	\$ 49.50	\$ 4,108.50
23.	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	750.0	SF	\$ 8.40	\$ 6,300 ⁻
24.	AGGREGATE BASE COURSE, 4"	100.0	SY	\$ 4.50	\$ 450 ⁻
25.	ADA DETECTABLE WARNINGS	10.0	SF	\$ 38.50	\$ 385 ⁻
26.	PAVEMENT MARKINGS, COMPLETE	1.0	LS	\$ 850 ⁻	\$ 850 ⁻
27.	CLASS D PAVEMENT PATCHES, 6"	65.0	SY	\$ 45 ⁻	\$ 2,925 ⁻
TOTAL BASE BID AMOUNT - 18 EAST GRAND AVENUE PARKING LOT ADDITION				\$	57,927.50

Bid Alternate #1

BID ALTERNATE #1 SCOPE OF WORK - For bid alternate #1, provide unit price to furnish and install the concrete sidewalk in Hot-Mix Asphalt. The HMA walking path paving section will be 8" aggregate base, 2 ¼" binder and 1 ½" surface. If this alternate is selected, the quantities of Portland Cement Concrete Sidewalk, 5" and Aggregate Base Course, 4" will be reduced accordingly.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Hot-Mix Asphalt Walking Path	405	SF	\$ 5 ⁻	\$ 2,025 ⁻

The undersigned Bidder declares that he/they understand(s) that where quantities are mentioned, they are approximate only, subject to increase or decrease, and that in such cases Bidder will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices contained herein.

SUBMITTED:

Date 2/15/2018

CORPORATE NAME Chicagoland Paving Contractors Inc.
BUSINESS ADDRESS 225 Telser Road
Lake Zurich, IL 60047

(CORPORATE SEAL)

TELEPHONE NUMBER 847 550 9681

Attest: [Signature]
Secretary

SIGNED BY [Signature] V.P. President

AWARDED:

OWNER:

Date _____

NAME Village of Fox Lake

ADDRESS _____

(SEAL)

TELEPHONE NUMBER _____

Attest: _____

SIGNED BY _____
Village Clerk

The undersigned further agrees that if the Owner decides to increase or decrease the improvements or otherwise alter it by extras, additions or deductions, including the elimination of any one or more of the items by the amount not to exceed twenty-five percent (25%) of the total money value of the original contract prices, Bidder will perform the work as altered, increased or decreased at the Contract unit prices. Furthermore, all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work.

Bidder will accept as full compensation therefore a fixed price negotiated with the Owner prior to performing extra work or at a unit price determined in the same manner.

The undersigned further agrees that he will commence work not later than ten (10) days after execution and approval of the Agreement and the Contract Bond, unless otherwise provided, and will diligently prosecute the work in such manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract. In case of failure to complete the work within the time stated herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this Contract the costs (which costs shall be considered and treated not as a penalty but as damages due the Owner) of additional engineering and observation, maintenance of detours, interest, and other items have caused an

CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
Tel: 847-550-9681 Fax: 847-550-9684
Chicagoland1@sbcglobal.net

Certificate of Resolution

I, Kevin Meartz, President of CHICAGOLAND PAVING CONTRACTORS, Inc., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:

RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes William R. Bowes, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, Inc.

FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.

Executed in Lake Zurich, IL on May 26, 1988.

By: 
Kevin Meartz, President

expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

The undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of written notice of the award of the Contract to him, a Contract Bond in the form prescribed by the Owner, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance and payment of labor and materials of the work in accordance with the terms of the Contract.

Accompanying this Bid Form is a cashier's check, bid bond or certified check complying with the requirements of the Specifications, for ten percent (10%) of the total bid price, made payable to the Village of Fox Lake.

The amount of the check or draft is: \$ 5% bid bond attached
(Contractor to fill in amount)

If this proposal is accepted and the undersigned fails to execute an Agreement and Contract Bond as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of failure to execute said Agreement or Contract Bond; upon the undersigned properly executing an Agreement and furnishing a Contract Bond, said check or draft shall be returned to the undersigned.

The undersigned submits herewith his schedule of prices covering the work to be performed under the Contract; he understands that he must show in the schedule the unit prices and lump sum where applicable for which he proposes to perform each item of work; that the extension must be made by him and that if not so done, his Proposal may be rejected as irregular.

I hereby certify that all statements herein are made of ChicagoLand
Paving Contractors

(name and address of corporation, partnership, or person submitting bid) in the Village of Lake Zurich, State of IL, that I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal, that I have full authority to make such statements, and submit this Proposal in its/their behalf; and that the said statements are true and correct.

This Proposal was prepared and has incorporated addenda numbers:

#1, #2, #3

The Contract Documents which will comprise the Contract between the Owner and the Contractor are attached hereto and made a part hereof and will consist of the following:

1. Invitation for Bids
2. Instructions to Bidders
3. *Standard Specifications for Road and Bridge Construction*, most recent edition, adopted by the Department of Transportation, State of Illinois
4. *Standard Specifications for Water and Sewer Main Construction in Illinois*, ISPE, most recent edition
5. Supplementary General Conditions
6. Supplementary Specifications
7. Special Provisions
8. Bid Proposal
9. Contract/ Contract Bond
10. Drawings
11. Addenda

If a conflict between any of the above documents or sections of documents occurs, the more restrictive provision, as determined by the Owner, will take precedence and will govern.

END OF SECTION

ADDENDUM #1
FOR
18 EAST GRAND AVENUE
PARKING LOT ADDITION
FOR
VILLAGE OF FOX LAKE
FOX LAKE, ILLINOIS

GHA GEWALT HAMILTON
ASSOCIATES, INC.
CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Date of Addendum: February 9, 2018

Date of Bid Opening: February 15, 2018 at 2:00 PM

The following items provide additional clarification and changes to the bid documents and are made a part of the bid documents for the Village of Fox Lake's "18 East Grand Avenue Parking Lot Addition".

It is imperative that the bidders review the information and acknowledge receipt by emailing this signed document back to Gewalt Hamilton Associates Inc. at eblankenheim@gha-engineers.com.

Project Clarifications

- ✓ 1. The day of the bid opening has been revised to correctly list **Thursday**, February 15, 2018 on the Notice to Bidders / Page 3 of the revised Project Manual.
- ✓ 2. The logo on the cover of the revised Project Manual has been updated to the current Village Logo.
3. A special provision for perforated storm sewer has been added to the revised Project Manual.
4. Proposed Improvement Plan has been revised and no longer includes a B6-12 curb along the east side of the parking lot. Grades have been slightly revised to accommodate this revision.
5. Concrete Wheel stops have been added.
- ✓ 6. A bid form with quantities per the revised plan is included herein.
- ✓ 7. Pay Items for the Concrete Wheel Stops and Rain Garden Complete have been added. Minor adjustments to other quantities was also made.
- ✓ 8. Bid Alternate #1 has been added.

Re-Issued Improvement Plans

9. The plans, reflective of the changes above, last revised February 9, 2018, are included herein.

BIDDERS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #1. PLEASE EMAIL BACK THE SIGNED ACKNOWLEDGEMENT TO GEWALT HAMILTON ASSOCIATES, INC. AT eblankenheim@gha-engineers.com. ALSO, PLEASE INCLUDE AND NOTE THIS ADDENDUM IN YOUR BID PROPOSAL.

COMPANY NAME: Chicago Land Paving,
SIGNATURE: Jul C. Anli
DATE: 2/9/18



Illinois Department of Transportation

Local Agency Proposal Bid Bond

RETURN WITH BID

Route East Grand Avenue
County Lake County
Local Agency Fox Lake
Section N/A

PAPER BID BOND

WE Chicagoland Paving Contractors, Inc., 225 Telser Road, Lake Zurich, IL 60047 as PRINCIPAL,

and West Bend Mutual Insurance Company, P.O. Box 620976, Middleton, WI 53562 as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 15th day of February, 2018

Principal

Chicagoland Paving Contractors, Inc.

(Company Name)

(Company Name)

By: we Ban V.P.
(Signature and Title)

By: [Signature] V.P.
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

West Bend Mutual Insurance Company

(Name of Surety)

By: [Signature]
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF Cook

I, Joan E. Szabo, a Notary Public in and for said county,
do hereby certify that William R. Bones and Luke F. Praxmarer

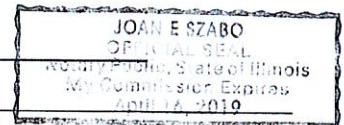
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of February, 2018

My commission expires April 16, 2019

Joan E Szabo
(Notary Public)



ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



THE SILVER LINING®

Bond No. 2376584

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

LUKE F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 15th day of February, 2018



Heather Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.



2018

Bondability: Chicagoland Paving Contractors, Inc.
225 Telser Road
Lake Zurich, IL 60047

To Whom It May Concern:

We are the bonding Agent for Chicagoland Paving Contractors, Inc. In Support of potential bids and payment/performance bonds, and if the principal enters into a formal contract and request such bonds, then we, as their Agents, will issue these bonds in the full amount of the contract up to the following limits:

Single Job: \$5,000,000
Aggregate: \$15,000,000

The full Aggregate is available for use under their established bond line.

Our experience with Chicagoland Paving Contractors, Inc. has proven that they are an outstanding company with the highest integrity. We continue to be confident in their ability to perform work and recommend them for your favorable consideration.

Should you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Paul F. Praxmarer
(Attorney-in-Fact)
West Bend Mutual Insurance Company

VILLAGE OF FOX LAKE

RESOLUTION NO. 2018 R 30

A RESOLUTION ADOPTING A COMPLETE STREETS POLICY FOR
THE VILLAGE OF FOX LAKE.

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE

VILLAGE OF FOX LAKE

THIS 22 DAY OF May, 2018.

PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE
PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FOX LAKE,
ILLINOIS, THIS 22 DAY OF May, 2018.

RESOLUTION NO. 2018 R 30

**A RESOLUTION ADOPTING A COMPLETE STREETS POLICY FOR
THE VILLAGE OF FOX LAKE.**

WHEREAS, the Village of Fox Lake desires that all users, of all ages and abilities, of our transportation system are able to travel safely and conveniently on all streets and roadways in the Village; and

WHEREAS, a complete street is one which provides a safe, convenient and context-sensitive facility for all modes of travel including pedestrians including those with disabilities, bicycles, public transit, vehicles, freight vehicles, and emergency vehicles; and

WHEREAS, complete streets improves the livability of a community through improving the human, environmental, and economic health of the Village; and

WHEREAS, complete streets provide public health benefits, including increasing physical activity and improving air quality, by providing the opportunity for more people to bike and walk safely; and

WHEREAS, the implementation of complete streets will lead to greater street connectivity and provide increased flexibility for recreation and travel; and

WHEREAS, the concept of complete streets creates significant challenges in older parts of the Village, many of which were platted around a century ago with narrow streets and limited locations for pedestrian traffic; and

WHEREAS, complete streets goals can be achieved on a project-level basis or through more comprehensive policy changes as long as it is understood that there is limited ability to achieve complete streets goals in developed areas with substandard platting; and

WHEREAS, the Corporate Authorities believe nonetheless that it is in the best interests

of the residents of the Village to strive to achieve complete streets goals where it is economically feasible to do so; and

WHEREAS, the principles of complete streets are compatible with the Village's Capital Improvement Plan, Comprehensive Plan and Subdivision Ordinance;

NOW, THEREFORE, be it resolved by the President and the Board of Trustees of the Village of Fox Lake, Lake and McHenry Counties, Illinois, as follows:

SECTION I: The Village hereby adopts this Complete Streets Policy by which all new streets and all existing streets in the Village with adequate right of way width shall be designed, operated and maintained in accordance with complete streets principles;

SECTION II: The Village commits to incorporating complete streets principles into relevant Village plans, manuals, policies, processes and programs;

SECTION III: The Village will incorporate complete streets into improvement projects such as but not limited to construction, implementation, resurfacing, reconstruction, and maintenance work for all new streets and all existing streets with adequate right of way width;

SECTION IV: Application of complete streets principles will be flexible to permit design and operation of facilities within the context of the surrounding land uses and geographic and physical limitations;

SECTION V: The Village shall endeavor to foster partnerships with the State of Illinois, Lake County, McHenry County, the Regional Transportation Authority, Metra, Pace, local school districts, local townships, the Fox Lake Public Library and other Fox Lake stakeholders to enhance local connectivity. Future development in the Village of Fox Lake shall proceed in a manner that expands opportunities to access parks, trails, recreation facilities, transit stops and other public amenities, schools, Lake Front Park and the downtown area. The Village shall

coordinate with neighboring municipalities and jurisdictions to enhance regional connectivity to further the Village's Complete Streets policy, promoting the continuation of such facilities and accommodations beyond the Village's borders.

SECTION VI: The Village shall take the initiative to engage in proactive coordination with private developers and external agencies, including the Illinois Department of Transportation, and the Lake and McHenry County Departments of Transportation to ensure that new roadways and intersections within the Village meet the local community standards, regardless of jurisdiction.

SECTION VII: In order to advance the implementation of the complete streets approach, the Village will undertake the following steps:

- a) The Corporate Authorities shall incorporate complete streets into budgeting processes, work plans, and staffing projections and consider complete streets as one of the priorities in roadway planning and funding decisions;
- b) Village staff shall prioritize the safe movement of pedestrians, bicycle and public transportation in traffic in decisions regarding the use of the public right-of-way, with consideration given to roadway context, land use and limitations due to inadequate right of way width; and
- c) The Infrastructure Planning Team will meet annually to assess progress towards complete streets goals.

SECTION VIII: Any exemptions to this policy shall be limited to instances where the project involves a facility where access by non-motorized users is prohibited by law, there is a documented absence of use by all except motor vehicle users now and would be in the future if the roadway were a complete street, or the scope of the project is limited to maintenance activities intended to keep the roadway in a serviceable condition where inadequate right of way width or geographic or other physical limitations exist, and the exemption is documented in writing and the exemption is approved by the Village Administrator.

PASSED by the Corporate Authorities of the Village of Fox Lake, Lake and McHenry Counties, Illinois, this 22 day of May, 2018 by a roll call vote as follows:

Pursuant to a roll call vote:

<u>TRUSTEES</u>	<u>AYE</u>	<u>NAY</u>
Jeff Jensen	<u>✓</u>	<u> </u>
Ron Stochl	<u>✓</u>	<u> </u>
Bernie Konwent	<u>✓</u>	<u> </u>
Nancy Koske	<u>✓</u>	<u> </u>
Brian Marr	<u>✓</u>	<u> </u>
Danice Moore	<u>✓</u>	<u> </u>

APPROVED THIS 22 DAY OF May, 2018.

ATTEST:

Debra Dolis
Village Clerk

Donny Schmit
DONNY SCHMIT
VILLAGE PRESIDENT

VILLAGE OF FOX LAKE

RESOLUTION NO. 2018 R 40

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK OF THE
VILLAGE OF FOX LAKE TO SIGN AND THEREBY ACCEPT THE PROPOSAL FROM
VISU-SEWER FOR THE 2018 SANITARY SEWER LINING PROJECT**

**ADOPTED BY THE PRESIDENT
AND BOARD OF TRUSTEES
OF THE
VILLAGE OF FOX LAKE
THIS 10 DAY OF July, 2018**

**PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE PRESIDENT
AND BOARD OF TRUSTEES OF THE VILLAGE OF FOX LAKE,
ILLINOIS, THIS 10 DAY OF July, 2018.**

RESOLUTION NO. 2018 R 40

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK OF THE VILLAGE OF FOX LAKE TO SIGN AND THEREBY ACCEPT THE PROPOSAL FROM VISU-SEWER FOR THE 2018 SANITARY SEWER LINING PROJECT

WHEREAS, the Mayor and the Board of Trustees of the Village of Fox Lake, Lake and McHenry Counties, Illinois, have determined that it is necessary and expedient to provide for the 2018 Sanitary Sewer Cleaning and Lining Project, and bids have been solicited for the work; and

WHEREAS, based on the bids, the low bidder was Visu-Sewer out of Bridgeview, Illinois with a bid of \$109,845.00;

NOW, THEREFORE, be it resolved by the President and the Board of Trustees of the Village of Fox Lake, Lake and McHenry Counties, Illinois, as follows:

SECTION I: The proposal submitted by Visu-Sewer of Bridgeview, Illinois a copy of which is attached as Exhibit "A" for \$109,845.00 for the Sanitary Sewer Lining Project, be and it is hereby approved, with the stipulation that the contractor shall submit a certificate of liability insurance and contract bond prior to beginning work, and shall comply with the Village's Prevailing Wage Ordinance.


SECTION II: The Mayor and the Clerk of the Village of Fox Lake be and they are hereby authorized to sign a contract based upon the proposal attached as Exhibit "A" and to forward a copy of said signed contract back to Visu-Sewer of Bridgeview, Illinois.

PASSED by the Corporate Authorities of the Village of Fox Lake, Lake and McHenry Counties, Illinois, this 10th day of July, 2018, by a roll call vote as follows:

Pursuant to a roll call vote:

<u>TRUSTEES</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
Danice Moore	<u>✓</u>	<u> </u>	<u> </u>
Jeff Jensen	<u>✓</u>	<u> </u>	<u> </u>
Ron Stochl	<u>✓</u>	<u> </u>	<u> </u>
Bernie Konwent	<u>✓</u>	<u> </u>	<u> </u>
Nancy Koske	<u>✓</u>	<u> </u>	<u> </u>
Brian Marr	<u>✓</u>	<u> </u>	<u> </u>

Approved this 10 day of July, 2018.



Donny Schmit
Mayor, Village of Fox Lake

ATTEST



Debra Dolis
Village Clerk



Village of Fox Lake

2018 Sanitary Sewer Cleaning and Lining

**Receipt of Addendum Acknowledgement
Addendum No. 1**

Please enter information required below, and return via fax to 630-587-0475. If you do not respond to this notice, repeat notices may follow. Failure to acknowledge receipt of addenda within the project Bid Documents may result in the Bid being declared Non-responsive.

Visu-Sewer (Name of Plan Holder)

☒ I have received the Addendum by email. I have confirmed that the Addendum is complete as indicated in the Addendum description.

☐ I have received the Addendum via fax. I have confirmed that the Addendum is complete as indicated in the Addendum description.

PDB (Signature)

Pete Baumann - Estimator (Printed Name, Title)

☒ Please send future correspondences by email to the address below.

poteb@visu-sewer.com (Email Address)

☐ Please send future correspondences by mail to the address below.

____ (Recipient)

____ (Company)

____ (Street)

____ (City, State, Zip)

ADDENDUM NUMBER 1

DATE: June 27, 2018

PROJECT: Village of Fox Lake
2018 Sanitary Sewer Cleaning and Lining

PROJECT NUMBER: FXL012-WO54

OWNER: Village of Fox Lake

ENGINEER: Trotter and Associates, Inc.
40W201 Wasco Road, Suite D
St. Charles, Illinois 60175

TO: Prospective Bidders and other Interested Parties

This Addendum No. 1 forms a part of the Contract Documents and modifies the Issued for Bids Project Manual dated June 11, 2018 with amendments and additions noted below.

Return the provided Receipt of Addendum Acknowledgement to Trotter and Associates, Inc. and acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

This Addendum consists of two (2) pages, plus attachments consisting of thirty-two (32) pages, for a total of thirty-four (34) pages.

GENERAL COMMENTS

1. Current list of plan holders as of the date of this Addendum No. 1 is enclosed.

MODIFICATIONS TO PROJECT MANUAL

1. Section 00300 – Proposal

Specification Section 00300 is replaced in its entirety. The update section is included as an attachment to this Addendum No. 1.

2. Section 13514 – Rehab of Underground Sewers

Specification Section 13514 is replaced in its entirety. The update section is included as an attachment to this Addendum No. 1.

QUESTIONS FROM BIDDERS

- 1. There is a lot of spec language around grouting joints and laterals, but no bid items for grouting. Can you please confirm no grouting is required on this project?**

Correct. Grouting is not part of the project.

- 2. Can you confirm there is no pay item #2 for this project?**

Correct, pay item no. 2 does not exist. Refer to the reissued bid schedule as part of Addenda No. 1.

Issued by: Trotter and Associates, Inc.

Dated: June 28, 2018

Attachments:

Addendum Receipt Acknowledgement	1 Page
List of Planholders	1 Page
Section 00300 – Proposal	16 Page
Section 13514 – Rehab of Underground Sewers	14 Page

END OF ADDENDUM NO. 1

SECTION 00300

PROPOSAL

To the Mayor of Village of Fox Lake, Illinois:

Proposal of (Name and Address of Bidder) VISU-SEWER OF ILLINOIS, LLC
9014 S. THOMAS AVENUE BRIDGEVIEW, IL 60455

for the improvement designated below.

1. Provide all labor, services and materials necessary for the televising, cleaning and lining of sanitary sewer pipe along Tweed Road, Orchard Place, Lippincott Lane, Mark Avenue and all other work necessary for a complete and functional sanitary sewer televising, cleaning and lining project as shown, specified, or required. Pipe sections and joints found to be too offset for lining will be repaired by the Village prior to lining of the pipe section in question by the Contractor. Copies of the most recent televised video is available upon request.
2. The plans for the proposed improvement were prepared by Trotter and Associates, Inc., 40W201 Wasco Road, Suite D, St. Charles, Illinois 60175 and are designated as Engineering Plans for "2018 Sanitary Sewer Cleaning and Lining". The plans cover the work described in Paragraph 1 and detailed in the Bid Schedule.
3. The Bidder must complete the Bid Schedule completely, incomplete Bid Schedules will be cause for rejection of the Bid as nonresponsive. In case of discrepancy between the Bidders unit price for each item and the extended cost, the Unit Price indicated in the Bid Schedule shall govern and the Total Bid Price shall be adjusted accordingly.

The undersigned agrees to complete the work as shown and specified in the Contract Documents for the Total Bid Price of:

TOTAL BID PRICE - (in words)

ONE HUNDRED NINE THOUSAND EIGHT HUNDRED FORTY FIVE Dollars and ZERO Cents

TOTAL BID PRICE - (in figures)

\$ 109,845.00

VILLAGE OF FOX LAKE
2018 SANITARY SEWER CLEANING AND LINING
BID SCHEDULE

Tweed Road / Orchard Place / Lippincott Lane / Mark Lane

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED COST
1	MOBILIZATION	1.0	LS	1,500.00	1,500.00
3	TELEWISE, CLEAN & LINE 8-INCH SANITARY SEWERS	3,688	LF	27.50	101,420.00
4	HEAVY CLEANING	600	LF	3.00	1,800.00
5	LATERAL REINSTATEMENT	85	EA	50.00	4,250.00
6	PROTRUDING TAPS	5	EA	175.00	875.00
TOTAL BID PRICE					\$109,845.00

4. In submitting this Proposal, the undersigned acknowledges receipt of Addendum No.'s 1 through 1 (inclusive).
5. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm or corporation.
6. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement and Contract Bond included in the Specifications and Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
7. The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
8. The undersigned further agrees to execute a contract for this work and present the same to the Owner within ten (10) days after the date of notice of the award of the contract.
9. The undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

June 11, 2018

00300-2

Trotter and Associates, Inc
FXL012 – WO54

10. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond, and receipt of "Notice to Proceed" unless otherwise authorized or directed by the Owner and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to **substantial completion** of the work within **sixty [60] calendar days** and to **final completion** of the work within **seventy-five [75] calendar days** after the date of the "Notice to Proceed", unless additional time shall be granted by the ENGINEER in accordance with the provisions of the specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the Owner. The added cost of Engineering and supervision, additional finance charges, and other items which have caused an expenditure of Owner's funds resulting from the failure of the undersigned to complete the work within the time specified in the contract can constitute such damages.
11. Provisions for Liquidated Damages are set forth in the Agreement.
12. If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by Owner because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.
13. By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid.
 - A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
14. Each person signing the bid shall certify that:
 - A. He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to subsection (12) above; or

- B. He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsection (12) above, and as their agent shall so certify. He shall also certify that he has not participated, and will not participate, in any action contrary to subsection (12) above.
- C. By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his or her own organization, that wages paid in connection with the Project shall be paid at prevailing rates. Bidder further certifies that the provisions contained in SECTION 00825 – WAGE RATES will be exercised in the performance of any contract resulting from this Bid.

Merchants Bonding Company (Mutual)

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Visu-Sewer of Illinois, LLC, 9014 S. Thomas Ave., Bridgeview, IL 60455

as Principal, hereinafter called the Principal, and **Merchants Bonding Company (Mutual)**

a corporation duly organized under the laws of the State of IA
as Surety, hereinafter called the Surety, are held and firmly bound unto VILLAGE OF FOX LAKE

as Obligee, hereinafter called the Obligee, in the sum of

TEN Percent of Amount of Bid -----Dollars (\$ 10 %),
for the payment of which sum well and truly be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for 2018 SANITARY SEWER CLEANING AND
LINING


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into
a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such
Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the
failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee
the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for
which the Obligee 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.


Signed and sealed this 3RD day of JULY, 2018

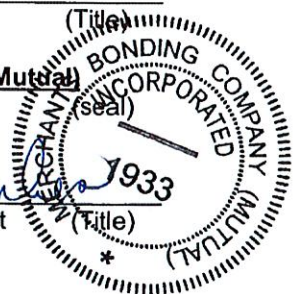

(Witness)
JAMES S. SERKETICH
CORPORATE SECRETARY


(Witness)

Visu-Sewer of Illinois, LLC
(Principal) (seal)


KEITH M. ALEXANDER
PRESIDENT
Merchants Bonding Company (Mutual)
(Surety)


Debra A. Hinkes, Attorney-in-Fact
(Title)



MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Debra A Minkes; Pamela M Hineman; Robert M Tortelli

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



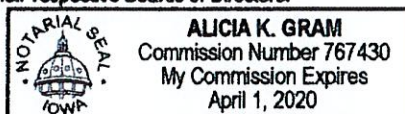
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3RD day of JULY, 2018.



William Warner Jr.
Secretary

BID SECURITY

ATTACH BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK HERE

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

(If an Individual) Signature of Bidder: _____ (SEAL)

Business Address: _____

(If a Co-partnership) Firm Name _____ (SEAL)

Signature of Bidder _____

Business Address: _____

(Insert Names and addresses
of all members of the Firm)

(If a Corporation) Corporate Name

VISU-SEWER OF ILLINOIS, LLC (SEAL)

Signature

Keith M. Alexander
President KEITH M. ALEXANDER

Attested by:

James S. Serketich
Secretary JAMES S. SERKETICH

Business Address

9014 S. THOMAS AVENUE
BRIDGEVIEW, IL 60455

(Insert Names of Officers) President

KEITH M. ALEXANDER

Secretary

JAMES S. SERKETICH

Treasurer

KEITH M. ALEXANDER

June 11, 2018

00300-6

Trotter and Associates, Inc
FXL012 - WO54

CERTIFICATE OF NON-DISQUALIFICATION

UNDER IL. COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly sworn, hereby certifies to the Village of Fox Lake, Lake County, Illinois, that

VISU-SEWER OF ILLINOIS, LLC
(Contractor)

is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-4 of the Illinois Revised Statutes.

VISU-SEWER OF ILLINOIS, LLC
Name of Contractor


Signature

KEITH M. ALEXANDER
Print/Type Name

PRESIDENT
Title

Subscribed and sworn to before me this 3RD day of JULY, 2018.


Notary Public, LISA E. SCHULZE

2/15/19
Commission Expires

Notary Seal

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Ch. 720, Sec. 33E-11(b) of the Illinois Compiled Statutes.

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**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES CH. 65, SEC 11-42.1**

The undersigned, upon being first duly sworn, hereby certifies to the Village of Fox Lake, Lake County, Illinois, that

VISU-SEWER OF ILLINOIS, LLC

(Contractor)

is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.

VISU-SEWER OF ILLINOIS, LLC

Name of Contractor



Signature

KEITH M. ALEXANDER

Print/Type Name

PRESIDENT

Title

Subscribed and sworn to before me this 3RD day of JULY, 2018.



Notary Public, LISA E. SCHULTE

2/15/19

Commission Expires

Notary Seal

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CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the Village of Fox Lake, Lake County, Illinois, that

VISU-SEWER OF ILLINOIS, LLC
(Contractor)

shall comply with all local, state and federal safety standards.

VISU-SEWER OF ILLINOIS, LLC
Name of Contractor


Signature

KEITH M. ALEXANDER
Print/Type Name

PRESIDENT
Title

Subscribed and sworn to before me this 3RD day of JULY, 2018.


Notary Public, LISA E. SCHUELE

2/15/19
Commission Expires

Notary Seal

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CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257

OF THE ILLINOIS HUMAN RIGHTS ACT

The undersigned, upon being first duly sworn, hereby certifies to the Village of Fox Lake, Lake County, Illinois, that

VISU-SEWER OF ILLINOIS, LLC
(Contractor)

complies with the Illinois Human Rights Act as amended by Section 2 - 105, Public Act 87 - 1257 in relation to employment and human rights.

VISU-SEWER OF ILLINOIS, LLC
Name of Contractor


Signature

KEITH M. ALEXANDER
Print/Type Name

PRESIDENT
Title

Subscribed and sworn to before me this 3RD day of JULY, 2018.


Notary Public, LISA E. SCHULZE

2/15/19
Commission Expires

Notary Seal

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**VILLAGE OF FOX LAKE, ILLINOIS
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS WILL BE ACCEPTED BY THE BOARD OF TRUSTEES OF TRICOM DISPATCH CENTER UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

KEITH M. ALEXANDER

being first duly sworn, deposes and says that he is the PRESIDENT

of VISU-SEWER OF ILLINOIS, LLC
(Title or Officer)

and that he has authority to make the following affidavit; that he has knowledge of the Village of Fox Lake's standards relating to Fair Employment Practices and knows and understands the contents thereof;

that he certifies hereby that it is the policy of VISU-SEWER OF ILLINOIS, LLC
(Name of Company)

to recruit, hire, train, upgrade, promote and discipline its employees without regard to race, creed, color, religion, age, sex or physical or mental handicap; and that the company has and enforces policies which prohibit sexual harassment in the workplace.

Keith M. Alexander
(Signature)
KEITH M. ALEXANDER, PRESIDENT

SUBSCRIBED and sworn to before me this 3RD day of JULY, 2018.

Lisa E. Schulze
(Notary Public)
LISA E. SCHULZE, NOTARY PUBLIC
MY COMMISSION EXPIRES 2/15/19
END OF SECTION 00300

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SECTION 00430

SUBCONTRACTOR LIST

The following information gives the name business address, and portion of work (description of work) for each subcontractor listed below that will be used in the work if the bidder is awarded the Contract. The apparent Successful Bidder, and any other Bidder so requested, shall submit this Subcontractor List within seven days after the day of the Bid opening in accordance with Section 00100 – Advertisement for Bids.

(Additional supporting data may be attached to this page. Each page shall be sequentially numbered, e.g., 00430-2, and headed "Subcontractor List" and shall be signed.)

Name	Business Address	Description of Work
NONE		


Signature of Bidder
KEITH M. ALEXANDER, PRESIDENT

END SECTION 00430

June 11, 2018

00430-1

Trotter and Associates, Inc.
FXL012-W054

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VILLAGE OF FOX LAKE

RESOLUTION NO 2018 R 49

A RESOLUTION AUTHORIZING THE MAYOR OF THE
VILLAGE OF FOX LAKE, TO SIGN AND THEREBY
ACCEPT THE PROPOSAL FROM GEWALT HAMILTON
ASSOCIATES, INC. FOR ENGINEERING SERVICES
FOR GRACE AVENUE COMMUNITY GATHERING
AREA DESIGN

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF FOX LAKE
THE 9th DAY OF October 2018.

PUBLISHED IN PAMPHLET FORM BY THE
AUTHORITY OF THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF FOX LAKE, ILLINOIS,
THIS 9th DAY OF October, 2018.

RESOLUTION NO. 2018 R 49

**A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF
FOX LAKE, TO SIGN AND THEREBY ACCEPT THE PROPOSAL FROM
GEWALT HAMILTON ASSOCIATES, INC. FOR ENGINEERING
SERVICES FOR THE GRACE AVENUE COMMUNITY GATHERING
AREA DESIGN**

WHEREAS, The Mayor and the board of Trustees of the Village of Fox Lake, Lake and McHenry counties, Illinois, have determined that it is necessary and expedient to provide a Community gathering area on the closed portion of Grace Avenue; and

WHEREAS, the Village of Fox Lake has negotiated an agreement with Gewalt Hamilton Associates, Inc. related to engineering services for the Grace Avenue Community Gathering Area.

NOW, THEREFORE, be it resolved by the President and the Board of Trustees of the Village of Fox Lake, Lake and McHenry Counties, Illinois as follows:

Section I: The proposal submitted by Gewalt Hamilton Associates, Inc., a copy of which is attached as Exhibit "A" in the amount of \$14,256.00, is approved.

Section II: The Mayor of the Village of Fox Lake is hereby authorized to sign the proposal attached as Exhibit "A" and to forward a copy of said signed proposal back to Gewalt Hamilton Associates, Inc.

PASSED by the Corporate Authorities of the Village of Fox Lake, Lake and McHenry Counties, Illinois, the 9th day of October, 2018 by a roll call vote as follows:

<u>TRUSTEES</u>	<u>AYE</u>	<u>NAY</u>
Danice Moore	<u>X</u>	_____
Bernice Konwent	<u>X</u>	_____
Nancy Koske	<u>X</u>	_____
Jeff Jensen	<u>X</u>	_____
Brian Marr	<u>X</u>	_____
Ron Stochl	<u>X</u>	_____

Approved this 9th day of October, 2018



Donny Schmit
Village President

Attest:



Debra Dolas
Village Clerk

October 4, 2018 (UPDATED)

Mr. Kealan Noonan
Director of Public Works
Village of Fox Lake
66 Thillen Drive
Fox Lake, IL 60020

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Via Email: noonank@foxlake.org

Re: Design Engineering Services Agreement
Grace Avenue Community Gathering Area Design
Fox Lake, Illinois
GHA Proposal No. 2018.M070

Dear Mr. Noonan:

On behalf of Gewalt Hamilton Associates, Inc. (GHA), we thank you for the opportunity to submit this proposal to assist the Village with implementation of the community gathering area improvements on the closed portion of Grace Avenue, just north of Grand Avenue.

We trust that our proposal will meet your needs. We look forward to working with the Village of Fox Lake on this project and strengthening our working relationship. Should you have any questions, or if we can be of additional assistance, please feel free to contact me at 847-821-6231 or email me at gerry@gha-engineers.com.

Sincerely,
Gewalt Hamilton Associates, Inc.



Geoffrey L. Perry, P.E.
Associate / Village Engineer
gerry@gha-engineers.com
847-821-6231

cc (via email): Ms. Anne Marrin, Village Administrator – Village of Fox Lake

Encl.: GHA Proposal No. 2018.M070

Design Engineering Services Agreement
Grace Avenue Community Gathering Area Design
Fox Lake, Illinois
GHA Proposal No. 2018.M070

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

The Village of Fox Lake (Client), 66 Thillen Drive, Fox Lake, IL 60020, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Village plans to install a community gathering area on the closed portion of Grace Avenue, just north of Grand Avenue. Based on previous discussions with the Village, we understand the objective of this project is to create a flat area in the right-of-way that is approximately 20-feet deep (north/south direction). This will require the removal of the Grace Avenue access at Grand Avenue, reconstruction of the sidewalk along Grand Avenue, extension of public sidewalk to the rear entrances of the buildings adjacent to the right-of-way, and retaining walls on three sides of the community gathering area.

The Village also desires a decorative retaining wall at the north end of the project that serves as a barrier between the active portion of Grace Avenue and the community gathering area. The retaining wall will incorporate a decorative fence and the Village logo. The Village would also like to incorporate parking spaces north of the community gathering area, within the right-of-way. Incorporation of the parking spaces will depend on available space and site constraints.

Lastly, the Village desires to replace the handrail/fence along the north side of Grand Avenue, from Nippersink Boulevard to Rollins Road. It is anticipated this fence will match that at the north side of the community gathering area and will incorporate the Village logo.

Plan sheets with cross-sections will be prepared for this project. Unit items necessary for construction will be generated and included in a specification booklet as part of the bid documents.

Completed bidding documentation will be submitted to the Village for review and comment. We anticipate a local advertisement and bidding process, which will be handled by GHA.

II. Base Scope of Services

The following project approach is based on our discussions with the Village and our experience with similar project. As such, GHA proposes to provide Civil Engineering Design Services to include the following:

A. Plans & Specifications

1. Following completion of the topographic survey (provided outside this proposal), GHA will begin development of the preliminary contract documents and project specifications. Plan sheets will be prepared for the anticipated improvements.
2. Typical cross sections, details, and summary tables will be created as needed to provide the contractor with sufficient information for bidding. We will prepare the necessary documents

utilizing our standard plan format and submit to the Village for review. Specific elements of the design include:

- a. Creation of a flat area for community gathering
 - b. Geometric plan for additional parking spaces north of the community gathering area
 - c. Sidewalk improvements to the rear entrances of the buildings abutting Grace Avenue and to level the sidewalk across the Grace Avenue, in front (south) of the stores

Additional detail will be required for the grading and configuration of the sidewalk improvements as all sidewalk improvements are to meet current Illinois ADA Code
 - d. Extension of the vertical barrier wall/curb across Grace Avenue access and incorporation of a pedestrian access, i.e. stairs from Grand Avenue, in the location of Grace Avenue
 - e. Extension of the Grand Avenue railing across Grace Avenue and replacement of the railing from Nippersink Boulevard to Rollins Road. It is anticipated the railing can be replaced in its current location without improvements to the existing barrier wall/curb.
 - f. Review and design to accommodate drainage in the area
3. GHA will contract with a structural subconsultant as needed for the preparation of structural retaining wall plans. This proposal includes an allowance of \$4,000 for retaining wall design.
 4. As part of this work, a Preliminary Engineer's Opinion of Probable Cost (EOPC) will be prepared to assist in the final design decisions.
 5. The completion of the final contract documents will generally include a demolition plan, plan sheets and cross sections, typical pavement sections, estimated quantities, limits of paving and site restoration. The specifications will be prepared for all work items in accordance with the IDOT Standard Specifications for Road and Bridge Construction as well as the Village's requirements.
 6. Based on the final contract documents and project specifications, GHA will develop a final construction budget/EOPC utilizing the estimated quantities, our internal database of unit rates from similar projects, market conditions, and other factors. This will be submitted to the Village for review.

B. Meetings

1. Upon completion of the preliminary design plans and EOPC, GHA will meet with the Village to discuss the project and discuss any questions or concerns. GHA will incorporate all comments received at this meeting into the final plans.
2. Representatives from GHA will attend one (1) after-hours public meeting to discuss the project with stakeholders and/or Village Board to review and address the public's concerns.

C. Bidding Assistance

1. Upon project approval by the Village, GHA will prepare the necessary bid documents. The bid documents will incorporate our standard front-end documents for publicly bid and funded projects. A bid form, using the final quantities, will be prepared for bidding. We anticipate this will be a unit price bid.

2. Upon project approval by the Village, the project will be advertised for bidding. GHA will prepare and distribute contract documents from our office and will manage and respond to all technical inquiries regarding the project. A GHA representative will attend the public bid opening and provide assistance to the Village.
3. GHA will tabulate the bids and summarize the information for a preliminary verbal response within 24 hours, notifying the Village of the lowest responsible bidder.
4. As necessary, we will confirm contractor references and evaluate any bidding discrepancies. A written recommendation will then be prepared and submitted for approval by the Village Board.

III. Compensation for Services

The following is an estimated breakdown of the proposed services and associated fees. Please note that these are estimates only and may be subject to change once work has commenced:

Task	Estimated Hours	Estimated Fee
Plans and Specifications	57	\$10,970.00
Permitting and Meetings	6	\$828.00
Bidding Assistance	18	\$2,208.00
Recommended Budget	81	\$14,006.00
Estimated Reimbursable Expenses		\$250.00
Total Estimated Fee + Reimbursables		\$14,256.00

All services, including additional services related to and requested/authorized by the Village for this project, shall be billed in accordance with the attached hourly rates.

IV. Notes, Clarifications and Assumptions

1. Topographic Survey completed as a separate service.
2. Only those meetings specifically identified are included. Additional meetings will be billed on time-and-materials (T&M) basis.
3. This proposal does not include environmental or CCDD assessments.
4. Our construction specifications will reference the "Standard Specifications for Road and Bridge Construction", latest edition, adopted by the Illinois Department of Transportation.
5. All work will be performed on a T&M basis in accordance with the total estimated fees as detailed above.
6. Our estimated fees assume that all street improvements will be designed in 2018 under a single engineering contract. An increase or reduction to the scope of the project may require adjustments to our fees.
7. No land acquisition services are included.

8. No permitting or application services are included. It is anticipated the only permit required is a Village permit.
9. The Client will be responsible for all bid advertising costs.
10. Reasonable reimbursable expenses have been included in the estimated fees, in accordance with *Section III. Compensation for Services* above. Other potential additional/supplemental tasks would be in addition to the above amount or by separate proposal.
11. No construction layout or construction engineering services are included.
12. Any services requested by the Client but not expressly identified within *Section II. Base Scope of Services* will be provided for an additional fee or under a separate proposal.

V. General Conditions of this Agreement

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Professional Services Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.



Geoffrey L. Perry, P.E.
Associate / Village Engineer

Village of Fox Lake



Name: Donny Schmit

Title: Mayor

Date: 10-9-18

Encl.: Attachment A

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

Hourly Billing Rates Gewalt Hamilton Associates, Inc.

The following rates will remain in effect until December 31, 2018, at which time they are subject to an annual increase.

Category	Rates
Principal	\$162.00
Civil Engineer VI	\$152.00
Civil Engineer V	\$138.00
Civil Engineer IV	\$138.00
Civil Engineer III	\$126.00
Civil Engineer II	\$120.00
Civil Engineer I	\$110.00
Land Surveyor IV	\$126.00
Land Surveyor II	\$110.00
Land Surveyor I	\$110.00
Engineering Technician V	\$136.00
Engineering Technician IV	\$118.00
Engineering Technician III	\$110.00
Engineering Technician II	\$96.00
Engineering Technician I	\$72.00
GIS Professional II	\$116.00
GIS Professional I	\$110.00
Environmental Consultant II	\$118.00
Environmental Consultant I	\$110.00
Administrative I	\$60.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

VILLAGE OF FOX LAKE

RESOLUTION NO. 2018 R 57

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK
OF THE VILLAGE OF FOX LAKE TO SIGN AND THEREBY ACCEPT
THE PROPOSAL FROM COPENHAVER CONSTRUCTION, INC. FOR
THE 125 NIPPERSINK BOULEVARD AND 98 FOREST AVENUE
DEMOLITION PROJECT.**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE**

VILLAGE OF FOX LAKE

THIS 23 DAY OF October, 2018.

**PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE
PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FOX LAKE,
ILLINOIS, THIS 23 DAY OF October, 2018.**

RESOLUTION NO. 2018 R 57

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK OF THE VILLAGE OF FOX LAKE TO SIGN AND THEREBY ACCEPT THE PROPOSAL FROM COPENHAVER CONSTRUCTION, INC. FOR THE 125 NIPPERSINK BOULEVARD AND 98 FOREST AVENUE DEMOLITION PROJECT.

WHEREAS, the Mayor and the Board of Trustees of the Village of Fox Lake, Lake and McHenry Counties, Illinois, have determined that it is necessary and expedient to provide for the 125 Nippersink Boulevard and 98 Forest Avenue Demolition Project, and bids have been solicited for the work;

NOW THEREFORE, be it resolved by the President and the Board of Trustees of the Village of Fox Lake, Lake and McHenry Counties, Illinois as follows:

SECTION I: The proposal submitted by Copenhaver Construction, Inc., a copy of which is attached as Exhibit "A" in the amount of \$101,500.00, be and it is hereby approved, with the stipulation that the contractor shall submit a certificate of liability insurance and performance/payment bond prior to beginning work, and with the further stipulation that the contractor shall comply with the Village's Prevailing Wage Ordinance.

SECTION II: The Mayor and the Clerk of the Village of Fox Lake be and they are hereby authorized to sign a contract based upon the proposal attached as Exhibit "A" and to forward a copy of said signed contract back to Copenhaver Construction, Inc.

PASSED by the Corporate Authorities of the Village of Fox Lake, Lake and McHenry Counties, Illinois, this 23 day of October, 2018 by a roll call vote as follows:

Pursuant to a roll call vote:


<u>TRUSTEES</u>	<u>AYE</u>	<u>NAY</u>
Jeff Jensen	<u>✓</u>	<u> </u>
Ron Stochl	<u>✓</u>	<u> </u>
Bernie Konwent	<u>✓</u>	<u> </u>
Nancy Koske	<u>✓</u>	<u> </u>
Brian Marr	<u>✓</u>	<u> </u>
Danice Moore	<u>✓</u>	<u> </u>

APPROVED THIS 23 DAY OF October, 2018.



DONNY SCHMIT
VILLAGE PRESIDENT

ATTEST:



Brigitte Weber Deputy Clerk
Village Clerk

EXHIBIT A

VILLAGE OF FOX LAKE
Bid Form
Section 20300

BID FORM

for

125 Nippersink Boulevard & 98 Forest Avenue Demolition
Village of Fox Lake

To: Village of Fox Lake
66 Thillen Drive
Fox Lake, Illinois 60020
Phone: (847) 587-2151

From: Copenhaver Construction, Inc.
Name of Bidder

75 Koppie Drive
Gilberts, IL 60134

Address

847-428-6694 x102

Phone

847-428-6798

Fax

The undersigned hereby certifies that he is familiar with all the local conditions affecting the cost of the Work, and hereby proposes to furnish all labor, materials, tools, and equipment necessary to perform and complete in a thorough workmanlike manner the construction as enumerated below all in accordance with the Contract Documents prepared by Gewalt Hamilton Associates, Inc., 625 Forest Edge Drive, Vernon Hills, Illinois 60061, and entitled:

125 Nippersink Boulevard & 98 Forest Avenue Demolition
Village of Fox Lake
Dated October 2018

The undersigned Bidder declares that he/they understand(s) that where quantities are mentioned, they are approximate only, subject to increase or decrease, and that in such cases Bidder will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices contained herein.

**125 NIPPERSINK BOULEVARD & 98 FOREST AVENUE DEMOLITION
VILLAGE OF FOX LAKE**

BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1.	SITE DEMOLITION (SPECIAL)	L SUM	1	<u>\$88,500</u>	<u>\$88,500</u>
2.	SITE GRADING AND RESTORATION (SPECIAL)	L SUM	1	<u>\$9,000</u>	<u>\$9,000</u>
3.	MOBILIZATION	L SUM	1	<u>\$4,000</u>	<u>\$4,000</u>

BASE BID TOTAL: \$101,500

BID ALTERNATE ITEMS

A1.	SITE RESTORATION - ALTERNATE (SPECIAL)	L SUM	1	<u>\$3,000</u>	<u>\$3,000</u>
A2.	96 FOREST AVENUE SITE DEMOLITION (SPECIAL)	L SUM	1	<u>\$23,000</u>	<u>\$23,000</u>

ALTERNATE BID TOTAL: \$26,000

ALTERNATE + BASE BID TOTAL: \$127,500

* If this alternate is selected by the Owner, all project specifications and requirements as specified herein will apply to this work.

The undersigned Bidder declares that he/they understand(s) that where quantities are mentioned, they are approximate only, subject to increase or decrease, and that in such cases Bidder will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices contained herein.

SUBMITTED:

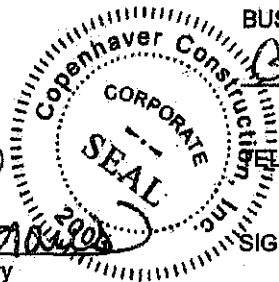
10-15-2018
Date

CORPORATE NAME Copenhaver Construction, Inc.

BUSINESS ADDRESS 75 Koppie Drive
Gilberts, IL 60136

(CORPORATE SEAL)

Attest: [Signature]
Secretary



TELEPHONE NUMBER 847-428-6646

SIGNED BY [Signature]
President

AWARDED:

10-23-2018
Date

OWNER:

NAME Village of Fox Lake

ADDRESS 601 Hillen Drive

(SEAL)

TELEPHONE NUMBER 847-587-2151

Attest: _____

SIGNED BY Brigitte Weber Deputy Clerk
Village Clerk

The undersigned further agrees that if the Owner decides to increase or decrease the improvements or otherwise alter it by extras, additions or deductions, including the elimination of any one or more of the items by the amount not to exceed twenty-five percent (25%) of the total money value of the original contract prices, Bidder will perform the work as altered, increased or decreased at the Contract unit prices. Furthermore, all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work.

Bidder will accept as full compensation therefore a fixed price negotiated with the Owner prior to performing extra work or at a unit price determined in the same manner.

The undersigned further agrees that he will commence work not later than ten (10) days after execution and approval of the Agreement and the Contract Bond, unless otherwise provided, and will diligently prosecute the work in such manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract. In case of failure to complete the work within the time stated herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this Contract the costs (which costs shall be considered and treated not as a penalty but as damages due the Owner) of additional engineering and observation, maintenance of detours, interest, and other items have caused an

expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

The undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of written notice of the award of the Contract to him, a Contract Bond in the form prescribed by the Owner, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance and payment of labor and materials of the work in accordance with the terms of the Contract.

Accompanying this Bid Form is a cashier's check, bid bond or certified check complying with the requirements of the Specifications, for ten percent (10%) of the total bid price, made payable to the Village of Fox Lake.

The amount of the check or draft is: \$ 12,750.00
(Contractor to fill in amount)

If this proposal is accepted and the undersigned fails to execute an Agreement and Contract Bond as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of failure to execute said Agreement or Contract Bond; upon the undersigned properly executing an Agreement and furnishing a Contract Bond, said check or draft shall be returned to the undersigned.

The undersigned submits herewith his schedule of prices covering the work to be performed under the Contract; he understands that he must show in the schedule the unit prices and lump sum where applicable for which he proposes to perform each item of work; that the extension must be made by him and that if not so done, his Proposal may be rejected as irregular.

I hereby certify that all statements herein are made of

Copenhagen Construction, Inc.

75 Koppie Drive

(name and address of corporation, partnership, or person submitting bid) in the Village of Gilberts

State of ILLINOIS, that I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal, that I have full authority to make such statements, and submit this Proposal in its/their behalf; and that the said statements are true and correct.

This Proposal was prepared and has incorporated addenda numbers:

[Signature] ADD #1

The Contract Documents which will comprise the Contract between the Owner and the Contractor are attached hereto and made a part hereof and will consist of the following:

1. Invitation for Bids
2. Instructions to Bidders
3. *Standard Specifications for Road and Bridge Construction*, most recent edition, adopted by the Department of Transportation, State of Illinois
4. *Standard Specifications for Water and Sewer Main Construction in Illinois*, ISPE, most recent edition
5. Supplementary General Conditions
6. Supplementary Specifications
7. Special Provisions
8. Bid Proposal
9. Contract/ Contract Bond
10. Drawings
11. Addenda

If a conflict between any of the above documents or sections of documents occurs, the more restrictive provision, as determined by the Owner, will take precedence and will govern.

END OF SECTION

AGREEMENT / CONTRACT

1. This Agreement made and concluded this 23 day of Oct., 2018, between the Village of Fox Lake known as the party of the first part and _____ his/their executors, administrators, successors, or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payment and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to furnish all labor, equipment, supplies and materials necessary to complete the work in accordance with the Plans and Specifications hereinafter described and in full compliance with all the terms and conditions of the Agreement.

3. And it is also understood and agreed that the Notice to Bidders, Instructions to Bidders, General Conditions, Standard Specifications, Supplemental Standard Specifications, Supplemental Specifications, Special Provisions, Technical Sections, Bid Form, Contract Bond hereto attached and the Drawings titled:

125 Nippersink Boulevard & 98 Forest Avenue Demolition
Village of Fox Lake
Dated (Checked) October 4, 2018 (Issued for Bidding)

as prepared by:

GEWALT HAMILTON ASSOCIATES, INC.
625 FOREST EDGE DRIVE
VERNON HILLS, ILLINOIS 60061


are all essential documents of this Contract and are a part thereof.

4. IN WITNESS THEREOF, the said parties have executed these presents on the date above mentioned.



Party of the First Part — Village of Fox Lake

Attest:


Clerk (seal)

Attest:

Party of the Second Part

Corporation - Secretary (seal)

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Copenhaver Construction, Inc.
75 Koppie Dr.
Gilberts, IL 60136

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
101 S Phillips
Sioux Falls, SD

OWNER:

(Name, legal status and address)

Village of Fox Lake
86 Thillen Drive
Fox Lake, IL 60020

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.

BOND AMOUNT: Ten Percent of Accompanying Bid (10% of Bid)

PROJECT:

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

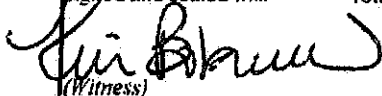
125 NIPPERSINK BOULEVARD & 98 FOREST AVENUE DEMOLITION

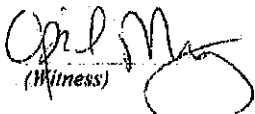
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

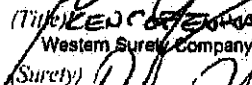
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 18th day of October 2018

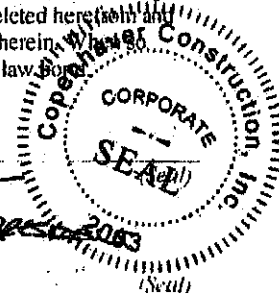

(Witness)


(Witness)

Copenhaver Construction, Inc.
(Principal)

(Title) 
Ken Copenhaver, President
Western Surety Company
(Surety)

(Title) David Kotula, Attorney-in-fact



CAUTION You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

init.

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081110

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Kotula, Individually

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of May, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of May, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of October, 2018.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



KOTULA GROUP
construction surety bond specialists

October 18, 2018

Village of Fox Lake

Re: Copenhaver Construction, Inc.
125 Nippersink Blvd & 98 Forest Ave Demolition

To Whom It May Concern:

Please be advised that Western Surety Company (A.M. Best rated A XIV) is the current surety company for Copenhaver Construction, Inc. The current bonding capacity for Copenhaver Construction, Inc. is \$10,000,000 single and \$20,000,000 aggregate.

We have been advised by our client that they are bidding the above referenced project. Please be advised that should Copenhaver Construction, Inc. be awarded the project and enter into an acceptable contract, Western Surety Company will issue the required Performance and Payment bonds.

The execution of the bonds shall be conditional upon review and acceptance of the contract by Western Surety Company and Copenhaver Construction, Inc.

We have every confidence in Copenhaver Construction, Inc. and its organization, and likewise recommend them for your favorable consideration.

If you have any questions, please feel free to contact our office.

Sincerely,

David A. Kotula, President
The Kotula Group, LLC
312-459-0631
Dave@KotulaGroup.com

The Kotula Group, LLC
220 N Green Street
Chicago, IL 60607

Measurable Goal(s):

- Support QLP efforts.
- Implement BMPs and track progress of BMP implementation, as described in the SMPP.

C. Illicit Discharge Detection and Elimination

In addition to the extensive QLP efforts, the MS4 will conduct activities toward the identification and removal of direct connections of pollutants into the storm water management systems (including wetlands and receiving waters). The program includes the following primary components.

- An outfall map showing the locations of outfalls and the names and locations of all waters that receive discharges from those outfalls;
- An ordinance that prohibits all non-storm water discharges into the storm sewer system and provides the authority for appropriate enforcement procedures and actions;
- A plan to detect and address all non-stormwater discharges, into the storm sewer system;
- Periodic inspection of outfalls for detection of non-stormwater discharges and illegal dumping (5-yr rescreening schedule).
- Annual inspection of all High Priority Outfalls.

Measurable Goal(s):

- Support QLP Efforts.
- Implement BMPs and track progress of BMP implementation, as described in the SMPP.

D. Construction Site Runoff Control

Lake County has adopted a countywide Watershed Development Ordinance (WDO) that establishes the minimum stormwater management requirements for development in Lake County. The WDO establishes countywide standards for runoff maintenance, detention sites, soil erosion and sediment control, inspections, water quality, wetlands, and floodplains. The WDO, which is administered and enforced within the community by the MS4, establishes standards for construction site runoff control.

Measurable Goal(s):

- Implement BMPs and track progress of BMP implementation, as described in the SMPP.
- Enforce WDO in ensuring that all applicable developments are in compliance with the WDO.

E. Post-Construction Runoff Control

As described above, the countywide WDO establishes the minimum stormwater management requirements for development in Lake County. BMP standards are incorporated into the WDO to implement stormwater management strategies that minimize increases in stormwater runoff rates, volumes, and pollutant loads from development sites. The SMPP also includes support of adopted Watershed Plan recommendations and inspection procedures for pre-WDO developments, streambanks and shorelines, streambeds, and detention/retention ponds.

Measurable Goal(s):

- Implement BMPs and track progress of BMP implementation, as described in the SMPP.
- Enforce WDO in ensuring that all applicable developments are in compliance with the WDO.

F. Pollution Prevention/Good Housekeeping

In addition to the QLP efforts to provide training materials and opportunities, the MS4 is committed to implementing the Pollution Prevention/Good Housekeeping component of its SMPP. The MS4 is responsible for the care and upkeep of the general facilities, municipal roads, its general facilities, and associated maintenance yards. The MS4's Pollution Prevention/Good Housekeeping program includes: the evaluation and improvement of municipal policies and procedures to reduce the discharge of pollutants from municipal activities and operations; and, a training program for municipal employees.

Measurable Goal(s):

- Support QLP efforts.
- Implement BMPs and track progress of BMP implementation, as described in the SMPP.

Part E. Notice of Qualifying Local Program

The Lake County Stormwater Management Commission (SMC) serves as a Qualifying Local Program (QLP) for MS4s in Lake County. In accordance with IEPA's General NPDES Permit No. ILR40, as a QLP, SMC performs activities related to each of the six minimum control measures. This part of the Annual Report, which summarizes the stormwater management activities performed by SMC as a QLP, consists of the following five sections:

- **Part E1** identifies changes to Best Management Practices (BMPs) that occurred during Year 16 and includes information about how these changes affected the QLP's stormwater management program.
- **Part E2** describes the stormwater management activities that the QLP performed during Year 16.
- **Part E3** summarizes the information and data collected by the QLP during Year 16.
- **Part E4** describes the stormwater management activities that the QLP plans to undertake during Year 17.
- **Part E5** lists the construction projects conducted by the QLP during Year 16.

Part E1. QLP Changes to Best Management Practices, Year 16

Note: “X” indicates BMPs that were implemented as planned
✓ indicates BMPs that were changed during Year 16

Year 16	
QLP	
A. Public Education and Outreach	
X	A.1 Distributed Paper Material
	A.2 Speaking Engagement
X	A.3 Public Service Announcement
X	A.4 Community Event
X	A.5 Classroom Education Material
X	A.6 Other Public Education
B. Public Participation/Involvement	
X	B.1 Public Panel
	B.2 Educational Volunteer
X	B.3 Stakeholder Meeting
	B.4 Public Hearing
	B.5 Volunteer Monitoring
X	B.6 Program Coordination
	B.7 Other Public Involvement
C. Illicit Discharge Detection and Elimination	
	C.1 Storm Sewer Map Preparation
X	C.2 Regulatory Control Program
	C.3 Detection/Elimination Prioritization Plan
	C.4 Illicit Discharge Tracing Procedures
	C.5 Illicit Source Removal Procedures
	C.6 Program Evaluation and Assessment
	C.7 Visual Dry Weather Screening
	C.8 Pollutant Field Testing
	C.9 Public Notification
X	C.10 Other Illicit Discharge Controls

Year 16	
QLP	
D. Construction Site Runoff Control	
X	D.1 Regulatory Control Program
X	D.2 Erosion and Sediment Control BMPs
X	D.3 Other Waste Control Program
X	D.4 Site Plan Review Procedures
X	D.5 Public Information Handling Procedures
X	D.6 Site Inspection/Enforcement Procedures
	D.7 Other Construction Site Runoff Controls
E. Post-Construction Runoff Control	
	E.1 Community Control Strategy
X	E.2 Regulatory Control Program
X	E.3 Long Term O&M Procedures
X	E.4 Pre-Const Review of BMP Designs
X	E.5 Site Inspections During Construction
X	E.6 Post-Construction Inspections
X	E.7 Other Post-Const Runoff Controls
F. Pollution Prevention/Good Housekeeping	
X	F.1 Employee Training Program
	F.2 Inspection and Maintenance Program
	F.3 Municipal Operations Storm Water Control
	F.4 Municipal Operations Waste Disposal
X	F.5 Flood Management/Assess Guidelines
X	F.6 Other Municipal Operations Controls

Part E2. QLP Status of Compliance with Permit Conditions, Year 16

IEPA issued its General NPDES Permit No. ILR40 effective March 1, 2016 (the first day of Year 14). SMC has reviewed the new permit, compared it to the previous permit, summarized the changes, and evaluated what the changes appear to mean for Lake County MS4s. Based on these findings, SMC revised its SMPP template and provided it to communities in August 2016; the final draft was provided in November 2016.

The Lake County Stormwater Management Commission (SMC) serves as a Qualifying Local Program (QLP) for MS4s in Lake County. In accordance with IEPA's NPDES General Permit No. ILR40, as a QLP, SMC performs activities related to each of the six minimum control measures. The stormwater management activities that the QLP performed during Year 16 are described below.

A. Public Education and Outreach

A.1 Distributed Paper Material

Measurable Goal(s):

- Distribute informational materials from “take away” rack at SMC. Upon request, distribute materials directly to municipalities for local distribution.

Year 16 QLP activities:

- SMC distributes a variety of informational materials related to stormwater management through its “take away” rack and website.
- Upon request, informational materials are distributed directly to Lake County MS4s in PDF format for use on community websites, in community newsletters, and in community “take away” racks.
- Provided NPDES related information via Facebook.

A.3 Public Service Announcement

Measurable Goal(s):

- Include public service announcement highlighting community accomplishments related to IEPA's NPDES Stormwater Program in “Watershed E-News”;
- Post watershed identification signage with LCDOT;
- Upon request or download “The Big Picture: Water Quality, Regulations & NPDES” to Lake County MS4s.

Year 16 QLP activities:

- SMC includes announcements highlighting community accomplishments related to IEPA's NPDES Stormwater Program on its website, in its newsletter, and through other media outlets ([URL hyperlink](#)).
- Watershed identification signage is located throughout the county.
- SMC continues to make available “The Big Picture: Water Quality, Regulations & NPDES” presentation to Lake County MS4s, ([URL hyperlink](#)).

A.4 Community Event

Measurable Goal(s):

- Sponsor or co-sponsor workshop on a topic related to IEPA's NPDES Stormwater Program.

Year 16 QLP activities:

SMC sponsored or co-sponsored many workshops and events on stormwater-related topics between March 1, 2018 and February 28, 2019, including:

- SMC sponsored a Designated Erosion Control Inspector (DECI) Workshop held on April 5, 2018.
- SMC co-sponsored a river cleanup for Chicago River Day on May 12, 2018 throughout the watershed.
- SMC co-sponsored Parking Lots & Sidewalks De-Icing Workshop held in Libertyville, IL on October 1, 2018.
- SMC co-sponsored Roadway De-Icing Workshop held in Libertyville, IL on October 2 and 3, 2018.
- SMC co-sponsored a Project Tour for the Bull Creek Streambank Restoration Project in Beach Park, IL within the Dead River subwatershed on July 1, 2018.

A.5 Classroom Education

Measurable Goal(s):

- Develop and compile information for stormwater educational kit for distribution upon request.
- Provide materials and training on storm sewer inlet stenciling kits to teachers upon request.

Year 16 QLP activities:

Stormwater educational materials were compiled for use at several public education events that were held between March 1, 2018 and February 28, 2019, including:

- Loch Lomond Property Owners Association's Loch Fest held in Mundelein, IL on July 28, 2018.

A.6 Other Public Education

Measurable Goal(s):

- Maintain and update the portion of the SMC website dedicated to IEPA's NPDES Stormwater Program with resource materials such as model ordinances, case studies, brochures, and web links.
- Make "The Big Picture: Water Quality, Regulations & NPDES" presentation available to Lake County MS4s.

Year 16 QLP activities:

- As new information and resource materials become available, they are posted to the SMC website and/or distributed directly to Lake County MS4s, ([URL hyperlink](#)).
- SMC continues to make available "The Big Picture: Water Quality, Regulations & NPDES" presentation to Lake County MS4s, ([URL hyperlink](#)).
- SMC continues to update and maintain an ArcGIS geospatial web tool for Lake County MS4 programs that indicates TMDL statuses, 303(b), 305(d), HUC 12 watershed information and other information within an MS4 defined boundary, ([URL hyperlink](#)).
- SMC maintains an ArcGIS geospatial web tool for Lake County within the Des Plaines River watershed, allowing the public to see an Inventory of Stream and Detention Basin Information, ([URL hyperlink](#)).
- SMC maintains reference documents for stormwater best practices, BMPs and green infrastructure practices on its website, ([URL hyperlink](#)).
- SMC made available via the Lake County SMC website, Community Awareness Illicit Discharge Education and Elimination Videos.
 - The online videos are available in English and Spanish.
 - Illicit Discharge Education and Elimination (English), ([URL hyperlink](#)).
 - Illicit Discharge Education and Elimination (Spanish), ([URL hyperlink](#)).

B. Public Participation/Involvement

B.1 Public Panel

Measurable Goal(s):

- Provide notice of public meetings on SMC website. Track number of meetings conducted.

Year 16 QLP activities:

- Notice of all public meetings continues to be provided on the SMC website and through direct mailings and e-mailings to distribution lists.
- SMC tracked the number of Stormwater Management Committee Board (SMC) meetings, Technical Advisory Committee (TAC) meetings, Municipal Advisory Committee (MAC), and Watershed Management Board (WMB) meetings conducted during Year 16, between March 1, 2018 and February 28, 2019.
- Per records, there were 9 SMC meetings, Zero TAC meetings, 4 MAC meetings, and 1 WMB meeting conducted during this reporting period.
- According to records, between March 1, 2018 and February 28, 2019, 4 CIRS community inquiries were received and processed by SMC staff.

B.3 Stakeholder Meeting

Measurable Goal(s):

- Provide notice of stakeholder meetings on SMC website.
- Track number of watershed planning committee meetings conducted.
- Establish watershed planning committees for each new watershed planning effort.

Year 16 QLP activities:

- Notice of all stakeholder meetings continues to be provided on the SMC website and through direct mailings and e-mailings to stakeholder lists.
- SMC tracked the number of stakeholder meetings conducted for the various watershed planning committees during the reporting period. The list below summarizes the watershed planning committee meetings that were conducted during Year 16:
 - Des Plaines River Watershed Workgroup – 3 (excluding executive board meetings)
 - North Branch Chicago River Watershed Workgroup– 4 (excluding executive board meetings)
- SMC continues to establish and/or assist watershed planning committees for each new watershed planning effort.

B.6 Program Coordination

Measurable Goal(s):

- Track number of MAC meetings conducted during Year 16.
- Prepare annual report on Qualifying Local Program activities at end of Year 16.

Year 16 QLP activities:

- SMC tracked the number of Municipal Advisory Committee (MAC) meetings conducted during Year 16: According to records, there were 4 MAC meetings conducted during this reporting period. 4/8/18, 6/6/18, 9/5/18, and 12/5/18.
- The stormwater management activities that SMC performed as a QLP during Year 16 are described in the Annual Facility Inspection Report (i.e., Annual Report) template provided to Lake County MS4s.
- The stormwater management activities that SMC plans to perform as a QLP during Year 16 are described in Part E4 of the Annual Report template.

C. Illicit Discharge Detection and Elimination

C.2 Regulatory Control Program

Measurable Goal(s):

- Continue to enforce the countywide WDO.

Year 16 QLP activities:

- SMC continues to enforce the countywide WDO.
- Lake County continues to provide the Lake County Illicit Discharge Detection and Elimination (IDDE) Manual on the SMC website, ([URL hyperlink](#)).

C.10 Other Illicit Discharge Controls

Measurable Goal(s):

- Sponsor or co-sponsor and track the number of attendees at an Illicit Discharge Detection and Elimination workshop or other training workshop related to IEPA's NPDES Stormwater Program.

Year 16 QLP activities:

- SMC sponsored or co-sponsored many workshops and events on stormwater-related topics between March 1, 2018 and February 28, 2019. Such workshops and events are described above.
- SMC made available via the Lake County SMC website, Community Awareness Illicit Discharge Education and Elimination Videos.
 - The online videos are available in English and Spanish.
 - Illicit Discharge Education and Elimination (English), ([URL hyperlink](#)).
 - Illicit Discharge Education and Elimination (Spanish), ([URL hyperlink](#)).

D. Construction Site Runoff Control

D.1 Regulatory Control Program

Measurable Goal(s):

- Continue to enforce the countywide WDO.
- Administer the Designated Erosion Control Inspector (DECI) program outlined by the WDO.

Year 16 QLP activities:

- SMC continues to enforce the countywide WDO.
- SMC continues to administer the Designated Erosion Control Inspector (DECI) program as outlined by the WDO, ([URL hyperlink](#)).
 - Total DECIs who have passed the exam (to date): 741.
 - DECIs who have passed the exam between 03/01/2018 – 02/28/2019: 54.
 - Total listed DECIs (to date): 139 (DECI completed certification process).
 - DECIs have a recertification process every (3) years. Current cycle 2017-2020.

D.2 Erosion and Sediment Control BMPs

Measurable Goal(s):

- Continue to enforce the countywide WDO.
- Complete TRM update and work toward final approval and publication of the document.

Year 16 QLP activities:

- SMC continues to enforce the countywide WDO.
- SMC continues to provide technical guidance and reference materials to support the administration and enforcement of the countywide WDO.
- SMC staff distributed 112 precipitation weather notifications. The rainfall reports indicate county rain events with observed precipitation for guidance on construction site runoff SE/SC inspections.

D.3 Other Waste Control Program

Measurable Goal(s):

- Enforce WDO provisions regarding the control of waste and debris at construction sites.

Year 16 QLP activities:

- SMC continues to enforce the countywide WDO.

D.4 Site Plan Review Procedures

Measurable Goal(s):

- Track number of enforcement officers who have passed the exam.
- Track number of communities that undergo a performance review.
- Complete ordinance administration and enforcement chapter of TRM.

Year 16 QLP activities:

- SMC continues to track the number of enforcement officers (EOs) who have passed the EO exam and have become EOs. Per records, as of the end of Year 16, there are 91 EOs certified in Lake County.
- The list of EOs representing Certified Communities is continually updated and is maintained on the SMC website, ([URL hyperlink](#)).
- In accordance with the amended countywide WDO, the certification process is every 5 years, ([URL hyperlink](#)). The community re-certification process, which includes a performance review of all 53 certified and non-certified communities for permitted development compliance.
- The SMC website includes guidance information to supplement the TRM related to WDO interpretation as well as ordinance administration and enforcement.

D.5 Public Information Handling Procedures

Measurable Goal(s):

- Track number of complaints received and processed related to soil erosion and sediment control (SE/SC).

Year 16 QLP activities:

- SMC continues to track the number of complaints received and processed related to soil erosion and sediment control.
- According to records, between March 1, 2018 and February 28, 2019, 8 SE/SC complaints were received and processed by SMC staff.

D.6 Site Inspection/Enforcement Procedures

Measurable Goal(s):

- Track number of site inspections conducted by SMC.

Year 16 QLP activities:

- SMC continues to track the number of site inspections conducted by SMC staff.
- According to records, between March 1, 2018 and February 28, 2019, 655 site inspections were conducted by SMC staff.
- SMC staff distributed 113 rainfall weather notifications. The rainfall reports indicate county rain events with observed precipitation for construction site runoff SE/SC inspections.

E. Post-Construction Runoff Control

E.2 Regulatory Control Program

Measurable Goal(s):

- Continue to enforce the countywide WDO.

Year 16 QLP activities:

- SMC continues to enforce the countywide WDO.

E.3 Long Term O&M Procedures

Measurable Goal(s):

- Continue to enforce the countywide WDO.

Year 16 QLP activities:

- SMC continues to enforce the countywide WDO.

E.4 Pre-Construction Review of BMP Designs

Measurable Goal(s):

- Continue to enforce the countywide WDO.

Year 16 QLP activities:

- SMC continues to enforce the countywide WDO.

E.5 Site Inspections During Construction

Measurable Goal(s):

- Continue to enforce the countywide WDO.

Year 16 QLP activities:

- SMC continues to enforce the countywide WDO.

E.6 Post-Construction Inspections

Measurable Goal(s):

- Continue to enforce the countywide WDO.

Year 16 QLP activities:

- SMC continues to enforce the countywide WDO.

E.7 Other Post-Construction Runoff Controls

Measurable Goal(s):

- Conduct annual Watershed Management Board (WMB) meeting.
- Contribute funding to flood reduction and water quality improvement projects, including stormwater retrofits, through the WMB.

Year 16 QLP activities:

- The annual WMB meeting was held on Dec. 5, 2018.
- At the annual WMB meeting 6 Projects were selected to receive \$170,760 of funding through the SMC grant program. These projects including planning and in the ground project efforts that support flood reduction, water quality improvement, and stormwater retrofit projects.
 - 6 WMB project grants awarded.
 - 3 Stormwater Infrastructure Repair Fund (SIRF) project grant awarded.
 - 1 Watershed Management Assistance (WMAG) project grant awarded.
- SMC staff attended the Des Plaines River Watershed Workgroup green infrastructure training seminar on 11/7/18.
- SMC staff attended the Green Alleys: An Innovative Approach to Stormwater Manage webinar on 3/7/18 (Sustainable City Network).

F. Pollution Prevention/Good Housekeeping

F.1 Employee Training Program

Measurable Goal(s):

- Provide list of available resources to MS4s.
- Sponsor or co-sponsor employee training workshops or events.
- Make available the Excal Visual Municipal Storm Water Pollution Prevention Storm Watch Everyday Best Management Practices training video and testing.

Year 16 QLP activities:

- SMC continues to provide information on training opportunities and training resources to Lake County MS4s.

- SMC sponsored or co-sponsored a number of workshops and events on stormwater-related topics between March 1, 2018 and February 28, 2019. Such workshops and events are described above.
- SMC continues to make available the Excal Visual Storm Watch Municipal Stormwater Pollution Prevention software to Lake County MS4s. According to records, between March 1, 2018 and February 28, 2019, six (6) MS4s borrowed the Excal Visual software.
- SMC made available in 2018, the Excal Visual “IDDE - A Grate Concern” DVD. The 14¼ minute video focuses on the hazards of illicit discharges and shows and trains government employees and contractors on IDDE and how to spot them. Four (4) MS4s borrowed the Excal Visual software.

F.5 Flood Management/Assess Guidelines

Measurable Goal(s):

- Track number of projects that are reviewed for multi-objective opportunities.

Year 16 QLP activities:

- SMC continues to evaluate all SMC-sponsored projects for multi-objective opportunities, such as flood control and water quality.

F.6 Other Municipal Operations Controls

Winter Roadway Deicing

Measurable Goal(s):

- Advise MS4 communities of watershed groups addressing issues associated with the use of chlorides (i.e. road salt).

Year 16 QLP activities:

- SMC co-sponsored 3 de-icing workshops:
 - Deicing for Parking Lots and Sidewalks 10/01/2018.
 - Deicing Roads 10/02/2018 and 10/03/2018.
 - In total 171 attendees participated in these three workshops.
 - Since 2009 the deicing workshops have had a cumulative attendance of roughly 1,370 attendees.
- A de-icing certification process to promote trained vendors is offered
 - Preferred Providers that successfully completed a Lake County Deicing Training Workshop and passed the Course Exam can be referenced on a Preferred Provider List ([URL hyperlink](#)).
 - Certification is through a third-party vendor, Fortin Consulting, Inc.
 - In 2018, 149 preferred providers have been identified based on certification.
- SMC continues to make available chloride reduction documents
 - Too Much Salt in Our Winter Maintenance Recipe - Tips for Managing Snow and Ice at Home, ([URL hyperlink](#)).
 - Lake County Winter Parking Lot and Sidewalk Maintenance Manual, ([URL hyperlink](#)).
 - Less Salt Equals Less Money, Clean Water, Safe Conditions - Tips for Effective Road Salting, ([URL hyperlink](#)).

Part E3. QLP Information and Data Collection Results, Year 16

The QLP did not collect any monitoring data on behalf of Lake County's MS4s during Year 16. However, SMC has reviewed information presented by the [Illinois EPA \(IEPA\) in the 2016 Illinois Integrated Water Quality Report and 303\(d\) List](#) and has developed the brief "State of Lake County's Waters" report provided below.

State of Lake County's Waters February 2019

This brief report is based on information contained in the Illinois EPA's 2016 Illinois Integrated Water Quality Report (IIWQR) and Section 303(d) List, dated July 2016. Its purpose is to provide basic information to Lake County's MS4 communities on the condition of surface waters within Lake County. More detailed information about the condition of surface waters in Lake County can be found in the Illinois EPA's 2016 Illinois Integrated Water Quality Report and Section 303(d) List.

The Illinois EPA's 2016 IIWQR and Section 303(d) List assesses the condition of surface water within streams, inland lakes, and Lake Michigan waters. The IEPA assessment of surface water conditions is based on a degree of support (attainment) of a designated use within a stream segment, inland lake or within Lake Michigan. Determination designation is through an analysis of various types of information: including biological, physicochemical, physical habitat, and toxicity data. Illinois waters are designated for various uses including aquatic life, wildlife, agricultural use, primary contact (e.g., swimming, water skiing), secondary contact (e.g., boating, fishing), industrial use, public and food-processing water supply, and aesthetic quality. When sufficient data is available the IEPA assesses each applicable designation as Fully Supporting (Good resource quality), Not Supporting (Fair or Poor resource quality), Not Assessed or Insufficient Information. Uses determined to be Not Supporting are called "impaired," and waters that have at least one-use assessment as Not Supporting are also called impaired as designated within the 303(d) list.

Streams

An analysis of data accompanying the Illinois EPA's 2016 IIWQR and Section 303(d) List shows that 179.68 stream miles in Lake County have been assessed by the Illinois EPA for attainment of at least one designated use per the IIWQR Appendix B-2. Specific Assessment Information for Streams, 2016.

An analysis of data accompanying the Illinois EPA's 2016 Illinois Integrated Water Quality Report and Section 303(d) List shows that 157.84 stream miles (of the 179.68 stream miles that have been assessed) in Lake County are considered impaired by the Illinois EPA. These stream segments have been mapped and are shown in Figure E3.1.

An analysis of the 2014 impaired streams to the 2016 impaired streams, indicates 8 stream miles previously listed in the 2014 303(d) list have new data indicating aquatic life is now "Fully Supported" and applicable water quality standards have been attained; these waters are no longer included in the 2016 303(d) list. The IIWQR mentions there is no specified reason for the recovery.

Table E3.1 2014 303(d) streams removed from 2016 303(d) list					
Assessment ID	Name	Miles	Assessment ID	Name	Miles
IL_G-08	Des Plaines River	0.98	IL_QE-01	Dead Dog Creek	4.02
IL_GV-01	Bull Creek	2.33	IL_DTZS-01	Flint Creek	9.66
IL_RGZB	Hastings Lake	0.34	IL_RTJ	Long Lake	2.85
IL_DT-35	Fox River	5.03	IL_RHK	Eleanor Lake	0.36

IL_HCCB-05	West Fork North Branch	5.73		IL_GWA	North Mill Creek	6.62
IL_GST	Buffalo Creek	8.77		IL_RGZE	Slough Lake	0.42
IL_RGZA	Crooked Lake	1.00				

An analysis of the 2014 impaired streams to the 2016 impaired streams indicates 27 stream miles previously not listed in the 2014 303(d) list are now considered impaired in the 2016 303(d) list as new data indicates impairments.

Table E3.2 Stream Segments added to 2016 303(d) list not previously listed in 2014						
Assessment ID	Name	Miles		Assessment ID	Name	Miles
IL_HCCB-05	West Fork North Branch Chicago River	0.002		IL_QC-03	Waukegan River	1.47
IL_DTRA-W-C1	Fiddle Creek	0.003		IL_GU-02	Indian Creek	11.32
IL_GW-02	Mill Creek	12.96		IL_QA-C4	Pettibone Creek	1.24

Lakes

An analysis of data accompanying the Illinois EPA's 2016 IIWQR and Section 303(d) List shows that 170 inland lakes in Lake County have been assessed by the Illinois EPA for attainment of at least one designated use per the IIWQR Appendix B-3. Specific Assessment Information for Lakes, 2016.

An analysis of data accompanying the Illinois EPA's 2016 IIWQR and Section 303(d) List shows that 140 inland lakes, of the 170 assessed, in Lake County are considered impaired by the Illinois EPA. These lakes have been mapped and are shown in Figure E3.1.

An analysis of the 2014 impaired lakes to the 2016 impaired lakes indicates 5 lakes previously not listed in the 2014 303(d) list are now considered impaired in the 2016 303(d) list as new data indicates impairments.

Table E3.3 Inland Lakes added to 2016 303(d) list not previously listed in 2014						
Assessment ID	Name	Acres		Assessment ID	Name	Acres
IL_RGZD	Miltmore	83.1		IL_VGW	Rollins Savanna #1	8
IL_RGK	Grays	80		IL_VGX	Rollins Savanna #2	53
IL_SGZ	Briarcrest Pond	4				

Lake Michigan

Lake Michigan is monitored by the Illinois EPA through the Lake Michigan Monitoring Program. Bordering Cook and Lake Counties, the State of Illinois has jurisdiction over approximately 1,526 square miles of open water, 13 harbors, and 64 shoreline miles of Lake Michigan.

Located within Illinois is 196 square miles of open water of Lake Michigan, or about thirteen percent of the total open water located within Illinois. These waters were assessed for the 2016 IIWQR and Section 303(d) List, and all 196 assessed square miles were rated as Fully Supporting for the following uses: aquatic life use, primary contact use, secondary contact use, and public and food processing water supply use. However, fish consumption uses in all 196 assessed square miles of open water was rated as Not Supporting due to contamination from polychlorinated biphenyls (PCBs) and mercury. Additionally, aesthetic quality use in all 196 assessed square miles of open water was rated as Not Supporting due to exceedances of the Lake Michigan open water standard for total phosphorus. It should be noted that such

exceedances do not necessarily indicate that there are offensive conditions in Lake Michigan due to excessive algal or aquatic plant growth.

Along Illinois' Lake Michigan coastline, four of the 13 harbors are currently assessed in the 2016 IIWQR and Section 303(d) List, for several different designated uses. The Illinois EPA uses data collected from the Lake Michigan Monitoring Program harbor component to assess water quality for the following designated uses:

- Aesthetic Quality, a 0.18 sq. mi area was assessed, with 0.12 sq. mi fully supporting and 0.06 sq. mi Not Supporting (poor).
- Aquatic Life, a 3.88 sq. mi area was assessed, with 3.82 sq. mi fully supporting and 0.06 sq. mi Not Supporting (poor).
- Fish Consumption, a 2.62 sq. mi area was assessed, with 2.62 sq. mi Not Supporting (poor).
- Primary and Secondary Contact were not assessed.

Table C-10 of the IIWQR, lists potential causes of impairment in the harbors of Lake Michigan that can include Pesticides, Organic Pollutants, Metal Pollutants as well as polychlorinated biphenyls (PCBs), mercury, bottom deposits, lead, zinc, cadmium, arsenic, phosphorus, copper, and chromium.

Along Illinois' Lake Michigan coastline, a portion of all 64 shoreline miles of Lake Michigan located in Illinois were assessed for the Illinois EPA's 2016 IIWQR and Section 303(d) List for several different designated uses. Contamination sources for Not Supporting is due to polychlorinated biphenyls (PCBs) and mercury and bacterial contamination from *Escherichia coli* (*E. coli*) bacteria.

- Aesthetic Quality and Aquatic Life were not assessed.
- Fish Consumption, 64 mi area was assessed, with 64 mi Not Supporting (poor).
- Primary Contact, 64 mi area was assessed, with 5.5 mi fully supporting and 58.5 mi Not Supporting (poor).
- Secondary Contact, 5.5 mi area was assessed, with 5.5 mi fully supporting.

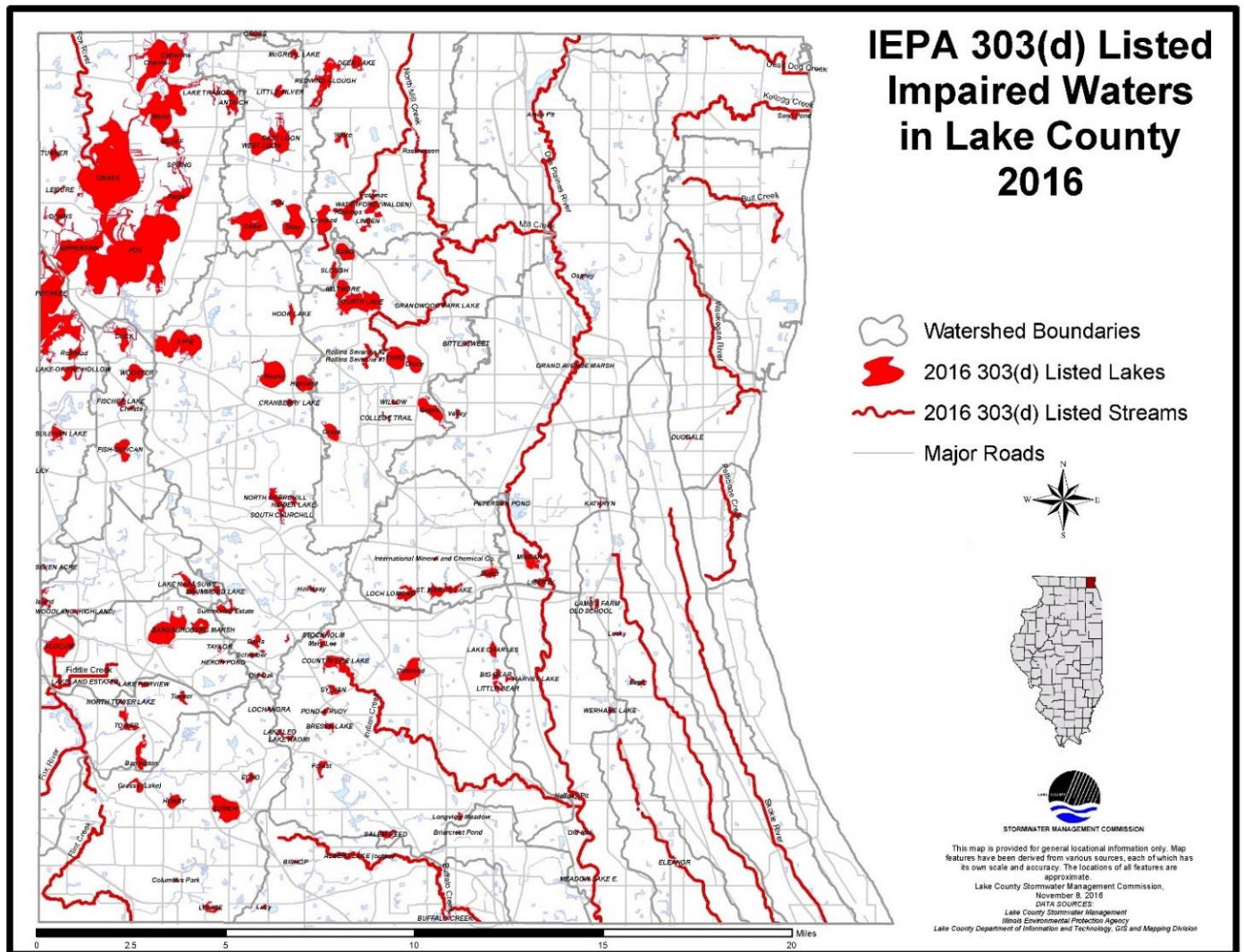


Figure E3.1

Monitoring

The Des Plaines River Watershed Workgroup (DRWW) monitors water quality in the Des Plaines River and tributaries to accurately identify the quality of the river ecosystems as well as stressors associated with non-attainment of water quality standards and designated uses. During the current YR16 reporting period, DRWW's monitoring program includes: Water/Sediment sampling and analysis at 71 Monitoring Locations for 2018; Bioassessment monitoring at 20 monitoring locations; Continuous water quality monitoring with data sondes and Chlorophyll a sampling and analysis at 14 Monitoring Locations; and Flow Monitoring data collection at 21 sites. An annual water chemistry monitoring report was submitted to Illinois EPA on behalf of DRWW members in March 2019, which covers the NPDES II monitoring requirements for MS4 communities that are DRWW members. The Des Plaines River Watershed Monitoring Strategy was also updated and submitted to Illinois EPA in March 2018. The MS4 is currently a DRWW member for the reporting year (URL: <http://www.drww.org/members>).

The North Branch Watershed Workgroup (NBWW) monitors water quality in the North Branch of the Chicago River and tributaries to accurately identify the quality of the river ecosystems as well as stressors associated with non-attainment of water quality standards and designated uses. Monitoring data will allow for a greater understanding of the water quality impairments, identify priority restoration activities, and track water quality improvements. The Workgroup is committed to an approach for attaining water quality standards that focuses on stakeholder involvement, monitoring, and locally led decision-making based on sound science. Comprehensive baseline monitoring has been completed at all 25 sites for water column chemistry and sampled 11 sites for fish, habitat, macroinvertebrate, and sediment chemistry. Data sondes were deployed at 7 sites in the Middle Fork and Skokie River for collection of dissolved oxygen (D.O), pH, temperature, and specific conductance. The NBWW will continue to support the North Branch Watershed Planning Committee and the North Branch Watershed Consortium through regular discussion at general meetings. MS4 communities that are currently NBWW members for the reporting year are located at (URL: www.nbwwil.org).

The LCHD Lakes Management Unit has been collecting water quality data on Lake County lakes since the late 1960s. Since 2000, 176 different lakes each year have been studied and data collected on temperature, dissolved oxygen, phosphorus, nitrogen, solids, pH, alkalinity, chloride, conductivity, water clarity, the plant community and shoreline characteristics. Lake summary reports can be found, ([URL hyperlink](#)). This data is used as part of ongoing watershed planning efforts throughout the county, which result in specific programmatic and site-specific recommendations throughout the county. SMC is currently developing an application to assist communities in identifying potential site-specific recommendations within their jurisdictional boundaries.

Part E4. QLP Summary of Year 17 Stormwater Activities

The table below indicates the stormwater management activities that the QLP plans to undertake during Year 17. Additional information about the BMPs and measurable goals that the QLP will implement during Year 17 is provided in the section following the table.

Note: “X” indicates BMPs that will be implemented during Year 17

Year 17	
QLP	
A. Public Education and Outreach	
X	A.1 Distributed Paper Material
X	A.2 Speaking Engagement
X	A.3 Public Service Announcement
X	A.4 Community Event
X	A.5 Classroom Education Material
X	A.6 Other Public Education
B. Public Participation/Involvement	
X	B.1 Public Panel
	B.2 Educational Volunteer
X	B.3 Stakeholder Meeting
	B.4 Public Hearing
	B.5 Volunteer Monitoring
X	B.6 Program Coordination
	B.7 Other Public Involvement
C. Illicit Discharge Detection and Elimination	
	C.1 Storm Sewer Map Preparation
X	C.2 Regulatory Control Program
	C.3 Detection/Elimination Prioritization Plan
	C.4 Illicit Discharge Tracing Procedures
	C.5 Illicit Source Removal Procedures
	C.6 Program Evaluation and Assessment
	C.7 Visual Dry Weather Screening
	C.8 Pollutant Field Testing
	C.9 Public Notification
X	C.10 Other Illicit Discharge Controls

Year 17	
QLP	
D. Construction Site Runoff Control	
X	D.1 Regulatory Control Program
X	D.2 Erosion and Sediment Control BMPs
X	D.3 Other Waste Control Program
X	D.4 Site Plan Review Procedures
X	D.5 Public Information Handling Procedures
X	D.6 Site Inspection/Enforcement Procedures
	D.7 Other Construction Site Runoff Controls
E. Post-Construction Runoff Control	
	E.1 Community Control Strategy
X	E.2 Regulatory Control Program
X	E.3 Long Term O&M Procedures
X	E.4 Pre-Const Review of BMP Designs
X	E.5 Site Inspections During Construction
X	E.6 Post-Construction Inspections
X	E.7 Other Post-Const Runoff Controls
F. Pollution Prevention/Good Housekeeping	
X	F.1 Employee Training Program
	F.2 Inspection and Maintenance Program
	F.3 Municipal Operations Storm Water Control
	F.4 Municipal Operations Waste Disposal
X	F.5 Flood Management/Assess Guidelines
X	F.6 Other Municipal Operations Controls

The Lake County Stormwater Management Commission (SMC) is a Qualifying Local Program for MS4s in Lake County. SMC has been providing services under four of the six minimum control categories since it began implementing a comprehensive, countywide stormwater program in 1991. The revised SMPP template clarifies and emphasizes the significant efforts by SMC related to each of the six minimum control measures. These QLP commitments provide Lake County with a baseline Countywide stormwater management program that can be built upon by each of the individual MS4s.

During Year 17, SMC remains committed to performing a variety of stormwater management activities across the County, these commitments are now specifically outlined in the SMPP template. SMC program is continually evolving, to better assist Lake County MS4s in meeting the requirements of the 2016-2021 MS4 Permit.

A. Public Education and Outreach

SMC will continue to support Lake County MS4s in the development and implementation of their stormwater management programs by performing activities related to the Public Education and Outreach minimum control measure, as described below.

A.1 Distributed Paper Material

SMC compiles, develops, and distributes throughout Lake County a variety of materials related to stormwater management.

Measurable Goal(s):

- Develop and Distribute informational materials from “take away” rack at SMC.
- Upon request, distribute informational materials directly to Lake County MS4s for local distribution.

A.2 Speaking Engagement

SMC provides educational presentations related to IEPA’s NPDES Stormwater Program on a regular basis at Municipal Advisory Committee (MAC) meetings. Upon request, SMC will provide educational presentations related to IEPA’s NPDES Stormwater Program to Lake County MS4s.

Measurable Goal(s):

- Provide educational presentations related to IEPA’s NPDES Stormwater Program at MAC meetings.
- Upon request, provide educational presentations related to IEPA’s NPDES Stormwater Program to Lake County MS4s.

A.3 Public Service Announcement

SMC performs extensive Social Media Outreach & Announcement Activities. Public service announcement related to IEPA’s NPDES Stormwater Program or Stormwater BMPs are included in SMC’s watershed E-News. SMC also utilizes social media and coordinates with the Lake County Department of Transportation (LCDOT) to post watershed identification signage in watersheds where watershed planning activities have occurred or are occurring.

Measurable Goal(s):

- Include public service announcements related to IEPA’s NPDES Stormwater Program or stormwater BMPs in watershed E-News at least once each year.
- Post watershed identification signage in cooperation and collaboration with LCDOT.
- Provide information via social media (Facebook and Twitter).

A.4 Outreach Events

SMC sponsors and co-sponsors educational and technical training workshops on a variety of stormwater management-related topics. Each year, SMC will sponsor or co-sponsor at least one

workshop on a topic related to IEPA's NPDES Stormwater Program, such as soil erosion and sediment control, illicit discharge detection and elimination, or stormwater best management practices (BMPs) that can be used to protect and improve water quality.

Measurable Goal(s):

- Sponsor or co-sponsor workshop on stormwater-related topics.
- Track workshops and events.

A.5 Classroom Education Material

Upon request, SMC will contribute to the development and compilation of material for inclusion in a stormwater education kit that can be distributed to local students and teachers and/or other local stakeholders. Additionally, upon request, SMC will provide information, materials, and training to local students and teachers and/or other local stakeholders interested in conducting storm drain stenciling.

Measurable Goal(s):

- Upon request, develop and compile materials for inclusion in a stormwater education kit.
- Upon request, provide information, materials, and training to local students and teachers and/or stakeholders interested in conducting storm drain stenciling.

A.6 Other Public Education

SMC maintains a website that contains a variety of materials and resources related to stormwater management. The website provides information about IEPA's NPDES Stormwater Program, provide information about stormwater best management practices (BMPs), allow for download of stormwater management-related publications and documents, provide notices of upcoming meetings and ongoing projects, includes watershed plans and watershed workgroup information, and provide links to a number of other stormwater management-related resources

Measurable Goal(s):

- Maintain and update the portion of the SMC website dedicated to IEPA's NPDES Stormwater Program with resources such as model ordinances, case studies, brochures, and links including information related to climate change.
- Make "The Big Picture: Water Quality, Regulations & NPDES" presentation available to Lake County MS4s.
- Make available via the Lake County SMC website, Community Awareness Illicit Discharge Education and Elimination Videos. The online videos are available in English and Spanish; English version, ([URL hyperlink](#)); Spanish version ([URL hyperlink](#)).

B. Public Participation/Involvement

SMC will continue to support Lake County MS4s in the development and implementation of their stormwater management programs by performing activities related to the Public Participation/Involvement minimum control measure, as described below.

B.1 Public Panel

SMC provides procedural guidance and implements its Citizen Inquiry Response System (CIRS) for receiving and taking action on information provided by the public regarding post-construction stormwater runoff control. SMC coordinates and conducts public meetings as well as committee meetings that are open to the public.

Measurable Goal(s):

- Implement and provide guidance on existing CIRS procedures.
- Provide notice of public meetings on SMC website.
- Track number of meetings conducted.

B.3 Stakeholder Meeting

SMC is actively involved in watershed planning throughout Lake County. SMC believes that the watershed planning process cannot happen and will not be successful without the input, interest, and commitment of the watershed stakeholders. Watershed stakeholders may include municipalities, townships, drainage districts, homeowner associations, lakes management associations, developers, landowners, and local, county, state, and federal agencies.

Measurable Goal(s):

- Provide notice of stakeholder meetings on SMC website.
- Track number of watershed committee meetings conducted.
- Establish watershed planning committees for each new watershed planning effort.

B.6 Program Involvement

Consistent with Lake County's comprehensive, countywide approach to stormwater management, SMC serves as a Qualifying Local Program (QLP) for all Lake County MS4s. In this role, in 2002, SMC proactively formed the Municipal Advisory Committee (MAC) to provide a forum for representatives of local MS4s, which include municipalities, townships, and drainage districts, to discuss, among other topics, the implementation of IEPA's NPDES Stormwater Program. SMC will continue to facilitate MAC meetings and will continue to provide general support to Lake County MS4s as they continue to develop and implement their stormwater management programs. SMC will prepare an annual report on its stormwater management activities and will provide guidance to Lake County MS4s in preparing their own annual reports.

Measurable Goal(s):

- Track number of MAC meetings conducted.
- Prepare annual report template for use by Lake County MS4s including a description of the Qualifying Local Program stormwater management activities.
- Prepare/maintain SMPP template for use by Lake County MS4s in creating their own SMPP.

C. Illicit Discharge Detection and Elimination

SMC will continue to support Lake County MS4s in the development and implementation of their stormwater management programs by performing activities related to the Illicit Discharge Detection and Elimination minimum control measure, as described below. Note, however, that the primary responsibility for the implementation of the Illicit Discharge Detection and Elimination minimum control measure lies with the MS4.

Measurable Goal(s):

- Continue to make available information regarding prioritization of outfalls for illicit discharge screening activities.
- Continue to make available compiled GIS data related to the County's existing stormwater infrastructure (e.g. storm sewer atlases, stream inventories and detention basin inventories).

C.2 Regulatory Control Program

SMC provides local MS4s with model and example illicit discharge ordinances that prohibit all non-stormwater discharges, including illegal dumping, to the storm sewer system. Additionally, the WDO includes provisions that prohibit illicit discharges to the storm sewer system during construction (i.e., prior to final site stabilization) on development sites.

Measurable Goal(s):

- Provide model and example illicit discharge ordinances to Lake County MS4s.
- Continue to administer and enforce the WDO.

C.10 Other Illicit Discharge Controls

SMC regularly sponsors and co-sponsors educational and technical training workshops on a variety of stormwater management-related topics.

Measurable Goal(s):

- Sponsor or co-sponsor and track the number of attendees at an Illicit Discharge Detection and Elimination workshop or other training workshop related to IEPA's NPDES Stormwater Program.
- Distribute informational materials about the hazards of illicit discharges and illegal dumping from "take away" rack at SMC and SMC website.

D. Construction Site Runoff Control

Lake County has adopted a countywide Watershed Development Ordinance (WDO) that establishes the minimum stormwater management requirements for development in Lake County, including requirements for construction site runoff control.

D.1 Regulatory Control Program

The WDO is the regulatory mechanism that requires the use of soil erosion and sediment controls on development sites throughout Lake County. SMC has also created a Designated Erosion Control Inspector (DECI) program, a program designed to closely mirror the inspection requirements of IEPA's General NPDES Permit No. ILR10.

Measurable Goal(s):

- Continue to administer and enforce the WDO.
- Continue to administer the Designated Erosion Control Inspector (DECI) program outlined by the WDO.

D.2 Erosion and Sediment Control BMPs

§600 of the WDO specifies the soil erosion and sediment control measures that must be used in conjunction with any land disturbing activities conducted on a development site. SMC maintains technical guidance resources and documents to accompany the WDO.

Measurable Goal(s):

- Continue to administer and enforce the WDO.
- Continue to maintain technical guidance documents.

D.3 Other Waste Control Program

The WDO includes several provisions that address illicit discharges generated by construction sites. The applicant is required to prohibit the dumping, depositing, dropping, throwing, discarding, or leaving of litter and construction material and all other illicit discharges from entering the stormwater management system.

Measurable Goal(s):

- Continue to administer and enforce the provisions of the WDO related to the control of waste and debris during construction on development sites.

D.4 Site Plan Review Procedures

A community's designated enforcement officer is responsible for reviewing and permitting development plans and for administering and enforcing the provision of the WDO. Within certified communities the responsibility lies with the MS4; within non-certified communities the designated enforcement officer is SMC's chief engineer. SMC administers this enforcement officer program, providing training on an as-needed basis to all enforcement officers to assist them in passing the exam, and maintains an up-to-date list identifying each community's designated enforcement officer. In addition to administering the enforcement officer program, SMC periodically reviews each community's WDO administration and enforcement records,

using the results of such review to evaluate the performance of certified communities and designated enforcement officers.

Measurable Goal(s):

- Administer the Enforcement Officer (EO) program outlined by the WDO.
- Maintain an up-to-date list identifying each community's designated enforcement officer.
- Periodically review each community's WDO administration and enforcement records. Re-Certification Procedure.
- Continue to maintain technical guidance documents.

D.5 Public Information Handling Procedures

SMC provides a number of opportunities for the receipt and consideration of information submitted by the public.

Measurable Goal(s):

- Document and track the number of soil erosion and sediment control-related complaints received and processed by SMC.

D.6 Site Inspection/Enforcement Procedures

Article 11 of the WDO contains both recommended and minimum requirements for the inspection of development sites. Within certified communities, the community's designated enforcement officer is responsible for conducting these inspections; within certified communities, SMC's chief engineer is responsible for conducting these inspections. Article 12 of the WDO specifies the legal actions that may be taken and the penalties that may be imposed if the provisions of the WDO are violated.

Measurable Goal(s):

- Document and track the number of site inspections conducted by SMC.

E. Post-Construction Runoff Control

As described above, Lake County has adopted a countywide Watershed Development Ordinance (WDO) that establishes the minimum stormwater management requirements for development in Lake County, including requirements for post-construction runoff control.

E.2 Regulatory Control Program

Proposed stormwater management strategies must address the runoff volume reduction requirements described in §503 of the WDO and must include appropriate stormwater BMPs to address the other applicable post-construction runoff control requirements of the WDO.

Measurable Goal(s):

- Continue to administer and enforce the WDO.

E.3 Long Term O&M Procedures

§401 of the WDO requires that maintenance plans be developed for all stormwater management systems and, §500 further details deed or plat restriction requirements for all stormwater management systems.

Measurable Goal(s):

- Continue to administer and enforce the WDO.

E.4 Pre-Construction Review of BMP Designs

As described above, a community's designated enforcement officer is responsible for reviewing and permitting development plans and for administering and enforcing the provisions of the WDO. This includes a review of the stormwater BMPs that will be used to meet the post-construction runoff control requirements of the WDO and adherence to the Runoff Volume Reduction standards of §503.

Measurable Goal(s):

- Continue to administer and enforce the WDO.

E.5 Site Inspections During Construction

As described above in MCM D.6 Article 11 of the WDO contains both recommended and minimum requirements for the inspection of development sites.

Measurable Goal(s):

- Continue to administer and enforce the WDO.

E.6 Post-Construction Inspections

SMC has collaborated on a number of watershed-based plans throughout the County. These watershed plans included a stream and detention basin inventories. The plans also include a list of site-specific best management practices within various communities based on an assessment of these inventories and other data. SMC is currently developing an application to assist communities in identifying potential project sites, recommended in adopted watershed plans, within their jurisdictional boundaries.

Measurable Goal(s):

- Continue to administer and enforce the WDO.
- Develop an application, for use by MS4s, to identify adopted watershed plan recommendations within their communities.
- Watershed Planning Status Map, ([URL hyperlink](#)).
- Lake County Watershed Based Plans, ([URL hyperlink](#)).

E.7 Other Post-Construction Runoff Controls

Through the Watershed Management Board (WMB), SMC provides partial funding for flood damage reduction and surface water quality improvement projects. The WMB, which includes representatives from the Lake Michigan, North Branch of the Chicago River, Fox River, and Des Plaines River watersheds, meets annually to review potential projects and to make recommendations on stormwater BMP project funding. Members of the WMB include chief municipal elected officials, township supervisors, drainage district chairmen, and county board members from each district found within each of Lake County's four major watersheds. The goal of the WMB program is to maximize opportunities for local units of government and other groups to have input and influence on the solutions used to address local stormwater management problems. Previous WMB-funded projects have reduced flooding, improved surface water quality, and enhanced existing stormwater management facilities throughout Lake County.

Measurable Goal(s):

- Conduct annual WMB meeting.
- Contribute funding to flood damage reduction and water quality improvement projects through the WMB.

F. Pollution Prevention/Good Housekeeping

SMC will continue to support Lake County MS4s in the development and implementation of their stormwater management programs by performing activities related to the Pollution Prevention/Good Housekeeping minimum control measure, as described below. Note, however, that the primary responsibility for the implementation of the Pollution Prevention/Good Housekeeping minimum control measure lies with the MS4.

F.1 Employee Training Program

SMC will assist Lake County MS4s with the development and implementation of their employee training programs by maintaining a list of known employee training resources and opportunities,

making available a software-based employee training program, and providing technical assistance to local MS4s. In addition, each year, SMC will sponsor or co-sponsor training workshops.

Measurable Goal(s):

- Maintain a list of known employee training resources and opportunities.
- Make available the Excal Visual Storm Watch: Municipal Storm Water Pollution Prevention software-based employee training program.
- Make available the Excal Visual IDDE: A Grate Concern software-based employee training program.
- Sponsor or co-sponsor a training workshop related to pollution prevention/good housekeeping or other training workshop related to IEPA's NPDES Stormwater Program.

F.5 Flood Management/Assess Guidelines

In working toward meeting its primary goals of flood damage reduction and surface water quality improvement, SMC follows a set of stormwater management policies that were created to define its roles and responsibilities for stormwater management in Lake County. One of these policies is to integrate multi-objective opportunities (e.g., flood damage reduction, surface water quality improvement, environmental enhancement) into SMC-sponsored projects. In accordance with this policy, SMC will evaluate all SMC-sponsored projects for multi-objective opportunities.

Measurable Goal(s):

- Track number of SMC-sponsored projects that are reviewed for multi-objective opportunity.

F.6 Other Municipal Operations Controls

SMC develops and distributes chloride reduction documents and materials. Each year, SMC will sponsor or co-sponsor at least one workshop on a topic related to winter de-icing. Lake County also publishes a "Lake County Winter Maintenance Preferred Providers" list. Providers included on this list have successfully completed a Lake County Deicing Training Workshop and passes the associated course exam.

Measurable Goal(s):

- Advise MS4 communities of watershed groups addressing issues associated with the use of chlorides (i.e. road salt).
- Sponsor or co-sponsor at least one workshop on a topic related to winter de-icing.
- Make available chloride reduction documents on take-away racks and the website.

Part E5. QLP Construction Projects Conducted During Year 16

[illegible]

Part F. MS4 Construction Projects Conducted During Year 16

Project Name	Project Size (acres)	Construction Start Date	Construction End Date
Country Club Hills Subdivision	20.3	02/2016	In Progress
80 US-12	4.37	04/2018	In Progress
Sayton Road	1.1	09/2018	In Progress