



# AGENDA PACKET

VILLAGE OF LAKE ZURICH

Village Board of Trustees Regular Meeting

Monday, August 03, 2015

VILLAGE OF LAKE ZURICH  
Village Board of Trustees Regular Meeting

Monday, August 03, 2015

1. CALL TO ORDER

2. ROLL CALL

Mayor Thomas Poynton, Trustee Jim Beaudoin, Trustee Jeff Halen, Trustee John Shaw, Trustee Marc Spacone, Trustee Jonathan Sprawka, Trustee Dan Stanovich.

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

5. PRESIDENT'S REPORT

6. CONSENT AGENDA

A. Approval Of Minutes Of The Village Board Meeting, July 20, 2015

Attachment 1: [Unapproved Minutes](#)

B. Approval Of Minutes Of The Special Village Board Meeting, July 23, 2015

Attachment 1: [Unapproved Minutes](#)

C. Intergovernmental Agreement With Village Of Kildeer To Ratify Prior Amended Agreement And Approve Revenue-Sharing On Churchill Property

Summary: The proposed agreement with Kildeer ratifies the revenue sharing provisions of previous intergovernmental agreements regarding the Churchill property at the northeast corner of Route 12 and Cuba. The terms require Kildeer to pay Lake Zurich 50% of all sales tax revenue associated with the future development of the property, excluding non-home rule sales tax and any possible future home rule sales tax.

Attachment 1: [Staff Memo & Agreement](#)

- D. Ordinance Amending Section 3-3B-14 Of Chapter 3 Of Title 3 Of The Lake Zurich Municipal Code To Increase The Number Of Authorized Liquor Licenses (Class N-1 – Black Belt Brewery) (Assign Ord. #2015-8-081)

Summary: The owners of the Black Belt Brewery at 932 Donata Court are requesting a Class N-1 liquor license for the manufacture of craft beers. This license authorizes the manufacture of up to 930,000 gallons of beer annually and the sale of such craft beer for consumption off premises with on-site sampling.

Attachment 1: [Staff Memo & Ordinance](#)

- E. Ordinance Amending Chapter 3 Of Title 3 Of The Lake Zurich Municipal Code To Amend The “Number Of Licenses” (Assign Ord. #2015-8-082)

Summary: The above Ordinance in agenda item 6D issues a liquor license to the Black Belt Brewery. This Ordinance in agenda item 6E clarifies the total number of licenses and classifications used by the Village as is reflected in the official table in the Municipal Code.

Attachment 1: [Staff Memo & Ordinance](#)

- F. Professional Services Agreement Between The Village Of Lake Zurich And SAFEbuilt Illinois, LLC In An Amount Not-To-Exceed \$50,000

Summary: The proposed agreements with SAFEbuilt Illinois provide for a part-time inspector a minimum of four hours every Thursday until September 24, 2015 to support the Same Day Permit Review program and as needed when a full-time inspector is out of the office for an extended period of time, as well as plan review services on an as-needed basis.

Attachment 1: [Staff Memo & Agreement](#)

- G. Tower Lease Agreement With Chicago SMSA LP D/B/A Verizon Wireless

Summary: On March 2, 2015 the Village Board approved a Special Use Permit for Verizon Wireless to operate wireless service at 505 Telser Road. Staff is now bringing forward a negotiated multi-term, 5-year lease agreement with Verizon Wireless for the site.

Attachment 1: [Staff Memo & Agreement](#)

- H. Purchase Of Starcom Public Safety Radio Equipment In The Amount Not-To-Exceed \$238,000

Summary: The current fiscal year 2015/2016 budget includes \$199,000 for this project, which facilitates the transition of the police dispatch communication services from an in-house radio network to the Lake County Starcom radio network. Unbudgeted savings are anticipated from cancelling AT&T circuits and shutting down the in-house radio network.

Attachment 1: [Staff Memo & Proposals](#)

- I. Proposal From Manhard Consulting For Engineering Design Services For Replacement Of The Water Main For Robertson Road, South Shore Lane And Ironwood Court In The Amount Not-To-Exceed \$43,800

Summary: The current fiscal year 2015/2016 budget includes \$78,000 for engineering design services for the water main under Robertson Road, South Shore Lane, and Ironwood Court. This water main replacement is included in the 5 Year Capital Improvement Plan with construction anticipated in fiscal year 2017.

Attachment 1: [Staff Memo & Proposal](#)

## 7. OLD BUSINESS

- A. None At This Time.

## 8. NEW BUSINESS

- A. Courtesy Review For Lakeland Asset Management / Jade Development Proposal On Block G (Trustee Sprawka)

Summary: Lakeland Asset Management and Jade Development have requested a courtesy review for a proposed development on the downtown property known as Block G on the north side of Route 22 east of South Old Rand Road. The proposed development consists of a residential six-story building approximately 65 feet above grade which would include 100 to 120 luxury apartments and underground parking. The property does lie within the Village's original Tax Increment Financing District #1 and the developer is requesting TIF assistance for the proposed development.

Recommended Action: Staff recommends the Village Board provide feedback on the proposed development and highlight areas of concern that maybe addressed by the Planning and Zoning Commission.

Attachment 1: [Staff Memo & Development Proposal](#)

- B. An Ordinance Granting Special Use Approval (U-Haul – 300 East Main Street) (Assign Ord. #2015-8-083) (Trustee Sprawka)

Summary: The proposed Ordinance will allow a Special Use Permit for U-Haul to operate a storage locker and truck rental facility at 300 East Main Street. The Planning & Zoning Commission (PZC) held two public hearings on June 17 and July 15, voting 5-2 in favor of recommendation of approval, subject to certain conditions. The conditions of approval as recommended by the PZC are an attempt to address a range of potential impacts from an undefined site layout. U-Haul maintains they will apply for Site Plan approval only after approval of the Special Use Permit. Approval of the Special Use Permit without Site Plan or Exterior Appearance approval means the Applicant can begin operations without making any

exterior improvements to the site beyond what is required per the Ordinance conditions.

Recommended Action: The Planning & Zoning Commission voted 5-2 in favor of a recommendation of approval subject to certain conditions, although staff does not concur. If the Village Board determines that the approval standards have been met and the application is to be approved, staff advises that condition #2 requiring trucks and trailers to be screened should be further defined prior to approving the proposed Ordinance.

Attachment 1: [Staff Memo & Ordinance](#)

C. Discussion On Lining Of Sanitary Sewer Transmission Line (Trustee Stanovich)

Summary: Bond proceeds have been set aside for lining portions of the Village's sanitary sewer transmission line, which has been used since 1994 to transmit sewerage to the Lake County treatment facility in Buffalo Grove. The current fiscal year 2015/16 budget includes \$2,686,500 for sewer lining. American Infrastructure Technologies has evaluated the 2015 sewer televising results conducted by American Underground and have used a red, yellow, and green system to rate the condition of the concrete sewer pipe. Preliminary construction estimates to address the red rated sections of the gravity sewer line are \$2.86 million.

Recommended Action: This item is presented for discussion purposes only and no action is recommended at this time.

Attachment 1: [Staff Memo & Transmission Line Analysis](#)

D. Semi-Monthly Warrant Register Dated August 3, 2015 Totaling \$879,295.73 (Trustee Beaudoin)

Recommended Action: A motion to approve the semi-monthly warrant register dated August 3, 2015 totaling \$879,295.73.

Attachment 1: [Warrant](#)

9. TRUSTEE REPORTS

10. VILLAGE MANAGER'S REPORT

11. ATTORNEY'S REPORT

12. DEPARTMENT HEAD REPORTS

A. Finance Department – Water Usage Report

Attachment 1: [Staff Memo](#)

13. ADJOURNMENT

The Village of Lake Zurich is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at 847.438.5141 (TDD 847.438.2349) promptly to allow the Village to make reasonable accommodations for those individuals.

UNAPPROVED  
VILLAGE OF LAKE ZURICH  
Board of Trustees  
70 East Main Street



AGENDA ITEM

6A

Monday, July 20, 2015, 7:00 p.m.

1. **CALL TO ORDER** by Village Atty. Scott Uhler at 7.00pm.
2. **ROLL CALL:** Trustee Jim Beaudoin, Trustee Jeff Halen, Trustee John Shaw, Trustee Marc Spacone, Trustee Dan Stanovich. Mayor Poynton and Trustee Sprawka were absent and excused. Also present: Village Manager Jason Slowinski, Village Atty. Scott Uhler, Community Services Dir. Mike Earl, Finance Dir. Jodie Hartman, Dir. of Innovation Michael Duebner, Police Chief Steve Husak, Rec. Manager Bonnie Caputo, Acting Fire Chief John Kelly.  
A motion was made by Trustee Beaudoin, seconded by Trustee Spacone, to appoint Trustee Halen to be President Pro Tem  
AYES: 5 Trustees Beaudoin, Halen, Shaw, Spacone, Stanovich.  
NAYS: 0  
ABSENT: 1 Trustee Sprawka.  
MOTION CARRIED.
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**  
There were none.
5. **PRESIDENT'S REPORT / COMMUNITY UPDATE**  
There was no report.
6. **CONSENT AGENDA**
  - A. **Approval of Minutes of the Village Board Meeting, July 6, 2015**
  - B. **Approval to Waive the Bid Requirements and Purchase Zurites Park Playground Replacement from Parkreation/Little Tikes in the Amount Not-to-Exceed \$62,973.66**  
**Summary:** The fiscal year 2015/16 budget includes \$55,000 in the Park Improvement Fund and \$14,000 of Special Recreation Association funds for the replacement of playground equipment. The current playground at Zurites Park was installed in 1994 and is scheduled for routine replacement. Following a public participation process, staff recommends waiving the formal bid process and accepting the proposal from Parkreation/Little Tikes.
  - C. **An Ordinance Approving the Lease by the Village of Lake Zurich for Property at 2 and 6 East Main Street to "Craving Gyros, Inc." (Assign Ord. #2015-7-080)**  
**Summary:** The current lease holder at this property, Delicious Redds has provided written notice to transfer the lease to Craving Gyros, Inc. The Illinois Tax Increment Financing Act requires lease agreements located within TIF districts to be adopted by Ordinance.

Village of Lake Zurich Board of Trustees Regular Meeting, Monday July 20, 2015

2

**D. Reappointment of Catherine Williams to the Police Pension Board for a Two Year Term**

**Summary:** Catherine Williams is being recommended by Mayor Poynton for a two year extension to her continued service on the Police Pension Board, where she has served as a valuable member since 2009. Upon approval, Mrs. Williams' new term will end in April 2017.

**Recommended Action:** Motion was made by Trustee Spacone, seconded by Trustee Stanovich, to approve the Consent Agenda as presented.

AYES: 5, Trustees Beaudoin, Halen, Shaw, Spacone, Stanovich.

NAYS: 0

ABSENT: 1, Trustee Sprawka.

MOTION CARRIED.

**7. OLD BUSINESS**

None at this time.

**8. NEW BUSINESS**

**A. Intergovernmental Agreement by and between the Village of Lake Zurich, Illinois and the Solid Waste Agency of Lake County, Illinois Regarding the Village Hosting and Maintaining a Site to Collect Clothing and Textiles.**

**Summary:** The Solid Waste Agency of Lake County has requested the Village serve as a collection site for a clothing and textile recycling program with a collection site located at the Community Services Facility at 505 Telser Road as well as a small revenue sharing credit from SWALCO.

Community Services Dir. Mike Earl introduced Merleanne Hiatt Rampale, SWALCO representative who then explained the recycling process. Ms. Rampale answered the Board's questions.

**Recommended Action:** A motion was made by Trustee Stanovich, seconded Trustee Shaw, by to approve the Intergovernmental Agreement by and between the Village of Lake Zurich, Illinois and the Solid Waste Agency of Lake County, Illinois Regarding the Village Hosting and Maintaining a Site to Collect Clothing and Textiles.

AYES: 5, Trustees Beaudoin, Halen, Shaw, Spacone, Stanovich.

NAYS: 0

ABSENT: 1, Trustee Sprawka.

MOTION CARRIED.

**B. Semi-Monthly Warrant Register Dated July 20, 2015 Totaling \$968,777.99**

**Recommended Action:** A motion was made by Trustee Beaudoin, seconded by Trustee Stanovich, to approve the semi-monthly warrant register dated July 20, 2015 totaling \$968,777.99.

AYES: 5, Trustees Beaudoin, Halen, Shaw, Spacone, Stanovich.

NAYS: 0

ABSENT: 1, Trustee Sprawka.

MOTION CARRIED.

**9. TRUSTEE REPORTS**

Trustee Shaw thanked the Lions Club for the Alpine Fest community event.

Trustee Spacone thanked Bonnie Caputo and her staff for the Movie in the Park which had a great attendance.

Village of Lake Zurich Board of Trustees Regular Meeting. Monday July 20, 2015 3

10. **VILLAGE MANAGER'S REPORT**

**A. Monthly Department Data Metric Reports**

**B.** Mr. Slowinski updated the Board on the question raised at Public Comments recently in regards the charge for minimum use of water. The information will be presented at a future Board meeting. Trustee Halen requested that the senior discount information also be shared at that time.

11. **ATTORNEY'S REPORT**

There was no report.

12. **DEPARTMENT HEAD REPORTS**

There were no reports.

13. **ADJOURNMENT**

Motion to adjourn was made by Trustee Beaudoin, seconded by Trustee Stanovich.

AYES: 5, Trustees Beaudoin, Halen, Shaw, Spacone, Stanovich.

NAYS: 0

ABSENT: 1, Trustee Sprawka.

**MOTION CARRIED**

Meeting adjourned at 7.20pm.

Respectfully submitted by:

Kathleen Johnson, Village Clerk

Approved by:

\_\_\_\_\_  
Thomas M. Poynton, Village Mayor

\_\_\_\_\_  
Date.

UNAPPROVED  
VILLAGE OF LAKE ZURICH  
SPECIAL MEETING  
Board of Trustees  
70 East Main Street



AGENDA ITEM

6B

Thursday, July 23, 2015, 7:00 p.m.

1. **CALL TO ORDER** by Mayor Thomas M. Poynton at 7.01pm.
2. **ROLL CALL:** Mayor Thomas Poynton, Trustee Jim Beaudoin, Trustee Jeff Halen, Trustee John Shaw, Trustee Marc Spacone, Trustee Dan Stanovich. Trustee Jonathan Sprawka was absent and excused. Also present: Village Manager Jason Slowinski, Atty. Scott Uhler, H.R. Doug Gibson
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**  
There were none.
5. **EXECUTIVE SESSION** called for the purpose of 5 ILCS 120/2 (c)(21) approval of executive session minutes and 5 ILCS 120/2 (c)(1) personnel.  
Motion made by Trustee Beaudoin, seconded by Trustee Shaw, to adjourn to Executive Session.  
AYES: 5 Trustees Beaudoin, Halen, Shaw, Spacone, Stanovich.  
NAYS: 0  
ABSENT: 1 Trustee Sprawka.  
MOTION CARRIED.

Meeting adjourned at 7.02pm

Meeting reconvened at 8.45pm

**CALL TO ORDER:** Mayor Thomas Poynton, Trustee Jim Beaudoin, Trustee Jeff Halen, Trustee John Shaw, Trustee Marc Spacone, Trustee Dan Stanovich. Trustee Jonathan Sprawka was absent and excused. Also present: Village Manager Jason Slowinski, Atty. Scott Uhler, H.R. Doug Gibson.

6. **ADJOURNMENT**  
A Motion was made to adjourn the meeting by Trustee Spacone, seconded by Trustee Beaudoin. VOICE VOTE.  
AYES: 5; NAYS: 0; ABSENT: 1  
MOTION CARRIED.

Village of Lake Zurich Board of Trustees Special Meeting. Thursday July 23, 2015. 2

Meeting adjourned at 8.47pm.

Respectfully submitted by:

Kathleen Johnson, Village Clerk

Approved by:

\_\_\_\_\_  
Thomas M. Poynton, Village Mayor

\_\_\_\_\_  
Date.



*At the Heart of Community*

VILLAGE MANAGER'S OFFICE

Lake Zurich Village Hall  
70 East Main Street  
Lake Zurich, Illinois 60047

(847) 438-5141  
LakeZurich.org

AGENDA ITEM

6C

**MEMORANDUM**

Date: July 28, 2015

To: Mayor and Village Board of Trustees

From: Jason T. Slowinski  
Village Manager 

Subject: Approval of Intergovernmental Agreement with Village of Kildeer (Churchill Parcel) 

**Issue:** The Intergovernmental Agreement with the Village of Kildeer presented for approval ratifies the revenue-sharing provisions of previous intergovernmental agreements regarding the Churchill property at the NE corner of Rand Road and Cuba Road in Kildeer.

**Analysis:** As part of a previous 1993 Boundary Agreement (and subsequent amendments) with the Village of Kildeer, certain revenues generated from the Churchill property at the NE corner of Rand Road and Cuba Road are subject to revenue-sharing with the Village of Lake Zurich in the event it is developed in the future. Although that agreement has since expired, the revenue sharing provisions continue as long as both villages continue to operate as independent municipalities.

This revenue sharing provision is also linked through subsequent amendments with revenue sharing on properties near the Quentin Rd/Route 22 intersection, including revenue associated with the Mariano's development. Since last year, the Village of Lake Zurich has been holding revenue sharing payments to Kildeer in escrow pending the approval of this IGA.

The Village Attorney has reviewed this IGA. The revenue sharing terms require Kildeer to pay Lake Zurich 50% of all sales tax revenue associated with the future development of the Churchill property, excluding non-home rule sales tax and any possible future home rule sales tax.

**Recommendation:** Staff recommends approval of the attached Intergovernmental Agreement with Kildeer ratifying revenue sharing associated with the future development of the Churchill property in Kildeer.

w/ Attachment: Agreement to Ratify Amended Agreement and Approve Revenue-Sharing on Certain Properties

**AGREEMENT TO RATIFY PRIOR AMENDED AGREEMENT  
AND APPROVE REVENUE - SHARING ON CERTAIN PROPERTIES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **VILLAGE OF KILDEER**, an Illinois municipal corporation ("Kildeer") and the **VILLAGE OF LAKE ZURICH**, an Illinois municipal corporation ("Lake Zurich") (jointly the "Parties") (hereinafter "Agreement") and affirms, approves and ratifies the existing intent and provisions of the existing amended agreement between the Parties entitled "*Amendment To An Intergovernmental Agreement Between The Village Of Kildeer And The Village Of Lake Zurich Providing For The Creation And Adoption Of A Local Land Resource Management Plan For Joint Planning, Management, And Code Enforcement For Certain Properties Along The Villages' Common Boundaries And To A Supplemental Agreement Between The Village Of Kildeer And The Village Of Lake Zurich Related To Local Land Resource Management Plans*" (hereinafter "AMENDED AGREEMENT"), said AMENDED AGREEMENT dated and entered into June 21, 2011, having amended the prior intergovernmental agreements entered into between the Parties entitled "*An Intergovernmental Agreement Between the Village of Kildeer and the Village of Lake Zurich Providing for the Creation and Adoption of a Local Land Resource Management Plan for Joint Planning, Management, and Code Enforcement for Certain Properties along the Villages' Common Boundaries*" dated April 5, 1993 (hereinafter "Intergovernmental Agreement") and the "*Supplemental Agreement between the Village of Kildeer and the Village of Lake Zurich Related to Local Land Resource Management Plans*" dated July 19, 1993 (hereinafter "Supplemental Agreement").

**WHEREAS**, the AMENDED AGREEMENT in part amended the prior 1993 Intergovernmental Agreement and Supplemental Agreement, while creating and/extending the terms of the agreed provisions to govern certain development and revenue-sharing for the Parties for the two real properties referred to and identified in the AMENDED AGREEMENT, as 1) Parcel C, located generally at the northwest corner of the intersection of Quentin Road and Route 22, said Parcel C as legally described on **Exhibit A**, attached hereto (hereinafter "Parcel C"), and 2) the Churchill Property, located generally at the northeast corner of the intersection of Route 12 and Cuba Road, said Churchill Property as legally described on **Exhibit B**, attached hereto (hereinafter "Churchill Property"); and;

**WHEREAS**, to the extent that prior amendments to agreements, or the terms of the AMENDED AGREEMENT require clarification, the Parties hereby ratify and clarify the meaning and intent of the terms of the AMENDED AGREEMENT relative to Parcel C and the Churchill Property, said AMENDED AGREEMENT having been intended to benefit both the Parties and to establish extended new terms to govern the development of and revenue-sharing from both Parcel C and the Churchill Property for both Parties; and;

**WHEREAS**, the parties hereby agree that entry into this Agreement is in furtherance of the interests of the residents of both parties given the impact of the development on the residents of both the communities of Lake Zurich and Kildeer.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement and the Amended Agreement pursuant to the authority cited as the basis of the original agreements and contained in the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and the Illinois Municipal Code Section 11-12-9 governing boundary line agreements, and all other applicable authority, the Parties agree as follows:

1. **Existing Agreement.** That the AMENDED AGREEMENT expressly provided for new extended agreement terms for the development of and revenue-sharing on Parcel C and the Churchill Property, as specifically stated in Articles 4 and 5 of the AMENDED AGREEMENT, by stating in Article 4, in relevant part:

“[Article 4]... notwithstanding the other provisions related to the term of this Amendment, Lake Zurich agrees that all sales tax generated by uses on Parcel C and paid to Lake Zurich (excepting any non-home rule sales tax or possible future home-rule sales tax) and such share of the property tax generated by Parcel C as goes to Lake Zurich will be shared equally between Kildeer and Lake Zurich as long as both municipalities continue to operate as independent municipal governments.”

These provisions are immediately followed in the Amendment by the following language of Article 5, in relevant part:

“[Article 5] Unless otherwise mutually agreed by both Parties, the provisions of Article 4 above also shall apply in the same manner and for the same term to the “Churchill

Property” at such time as that property is redeveloped for a commercial use and begins to generate sales tax revenue...”

The Parties hereby therefore affirm and agree that the provisions above providing that all sales tax generated by uses on the Churchill Property and paid to Kildeer (excepting any non-home rule sales tax or possible future home-rule sales tax) and such share of the property tax generated by the Churchill Property as goes to Kildeer will be shared equally between Kildeer and Lake Zurich is hereby ratified and approved for as long as both municipalities continue to operate as independent municipal governments.

Further, the specific references in the Intergovernmental Agreement and the Supplemental Agreement to the future land use and treatment by the Parties of the Churchill property are hereby deleted. In place of any such references, the provisions of this Agreement shall govern the future treatment of the Churchill property. No other part of this Agreement shall be deemed to extend the term of either Intergovernmental Agreement or the Supplemental Agreement described above, as this Agreement contains its own term provisions. In the event of any conflict between the referenced Intergovernmental Agreements and this Agreement, the intent of this Agreement to govern the treatment of Churchill property shall prevail.

**2. Clarification and Approval.** The Parties hereby agree to correct the error in Article 1 of the AMENDED AGREEMENT which inadvertently omits a reference to the new term established for Article 5 in the Amendment. It is the Parties’ intention and agreement that the language of the last two sentences of Article 1 be replaced in their entirety with the following amended, clarified and approved language:

“No other part of this Amendment shall be deemed to extend the term of either of those two agreements, although Articles 4 and 5 of this Amendment provide for a new term only for the provisions of those Articles. In the event of any conflict between the above-referenced Agreements and this Amendment, the intent of this Amendment to govern the treatment of Parcel C and the Churchill Property shall prevail.”

**3. Existing Revenue-Sharing Formula for Parcel C.** The Parties confirm and acknowledge that the formula for the proportionate “revenue-sharing” between the Parties noted hereinabove and in Article 4 of the Amendment has since been amended by separate intergovernmental agreement between the Villages of Lake Zurich, Kildeer and Hawthorn Woods, entered on December 21, 2011, entitled “Intergovernmental Agreement for Revenue Sharing Between the

Villages of Hawthorn Woods, Kildeer and Lake Zurich, Illinois for Certain Taxes Generated by Properties along their Shared Boundaries”

**4. Future Revenue Sharing Formulas for Churchill Property.** The parties hereby agree that all sales tax generated by uses on Churchill Property and paid to Kildeer (excepting any non-home rule sales tax pursuant to 65 ILCS 5/8-11-1.3 or 65 ILCS 5/8-11-1.4 or possible future home-rule sales tax pursuant to 65 ILCS 5/811-1 65 .ILCS 5/8-11-5) shall be shared in the following manner between the Parties:

- (a) Kildeer: 50%
- (b) Lake Zurich: 50%

Further, that all Revenue Sharing Agreement payment provisions shall be in the form of and consistent with the Agreement as executed between the Parties, relative to Property C.

**5. Revenue-Sharing By Both Parties.** The Parties hereby agree to ratify the terms and intent of the AMENDED AGREEMENT, and to adopt and approve the provisions set forth herein regarding the validity and application of revenue-sharing between the Parties for both Parcel C and for the Churchill Property. Lake Zurich hereby agrees to continue revenue-sharing payments to Kildeer hereunder, including any funds already actually received by Lake Zurich and not yet paid.

**6. Conflicts.** This Agreement is not intended to affect or change any other valid and enforceable terms or conditions of other agreements between the parties, other than as stated herein. To the extent of any conflict however between this Agreement and any prior or existing agreements or understandings between the Parties, the terms of this Agreement shall control and prevail.

**7. Severability.** The invalidity of any portion of this Agreement shall be severable from, and independent of, the rest of the terms herein and shall not affect or render invalid any other provision(s).

**8. Term.** The term of this Agreement shall be as provided herein, or for fifty (50) years, whichever is greater.

**9. Amendment.** This Agreement may only be amended by written agreement of the Parties.

**10. Authority to Execute.** By signing below, the signatories hereto warrant and represent that this Agreement has been lawfully adopted and approved by proper ordinance, resolution or motion, and the persons signing below have been authorized by and on behalf of their municipality to execute this instrument.

**Village of Lake Zurich**

By: \_\_\_\_\_  
Village President

Attest \_\_\_\_\_  
Village Clerk

**Village of Kildeer**

By: \_\_\_\_\_  
Village President

Attest \_\_\_\_\_  
Village Clerk



*At the Heart of Community*

POLICE DEPARTMENT

200 Mohawk Trail  
Lake Zurich, Illinois 60047

(847) 719-1690  
LakeZurich.org

AGENDA ITEM  
6D-6E

**MEMORANDUM**

Date: July 17, 2015  
To: Jason T. Slowinski, Village Manager  
From: David K. Anderson, Operations Commander  
Subject: Amendment of the Village Liquor Code

**Issue:** A new business, Black Belt Brewery., is requesting a liquor license for their business requiring amendments to the Village's Liquor License Code (Chapter 3 of Title 3).

**Analysis:** The Black Belt Brewery will be beginning their operation to include the manufacture of craft beers and the sale of said beer at 932 Donata Ct. To accommodate their request the Village's Liquor License Code would need to be amended to add a Class N-1 license. The owners of Black Belt Brewery have complied with all the requirements of the application process and have been found to be eligible for a Village license.

**Recommendation:** Enact the proposed amendments to the Village Liquor Control Ordinance.

w/Attachments:

Ordinances amending Chapter 3 of Title 3 of the Lake Zurich Municipal Code increasing the number of Class N-1 liquor licenses.

Ordinance updating the number and types of licenses issued reflecting the number of paid licenses for 2015.

**ORDINANCE NO. 2015-8-\_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 3-3B-14 OF CHAPTER 3 OF TITLE 3 OF  
THE LAKE ZURICH MUNICIPAL CODE TO INCREASE  
THE NUMBER OF AUTHORIZED LIQUOR LICENSES  
(CLASS N-1 – BLACK BELT BREWERY)**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, as follows:

**SECTION 1:** The number of Class **N-1** liquor licenses authorized by section 3-3b-14 of Chapter 3 of title 3 of the Village Code of the Village of Lake Zurich is hereby **increased** by one for Black Belt Brewery located at 932 Donata Ct. in accordance with the Village Code of the Village of Lake Zurich. Issuance of the license is subject to the approval and action of the Local Liquor Commissioner of the Village of Lake Zurich.

**SECTION 2:** If any section, paragraph, clause or provision of this Ordinance shall be invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

**SECTION 3:** All Ordinances in conflict therewith are hereby repealed to the extent of such conflict.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this \_\_\_\_\_ day of August, 2015 by the following vote:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED by the Mayor on August\_\_\_\_\_, 2015.

\_\_\_\_\_  
Tom Poynton, MAYOR

ATTEST:

\_\_\_\_\_  
Kathleen Johnson, VILLAGE CLERK

**ORDINANCE NO. 2015-8-\_\_\_\_\_**

**ORDINANCE AMENDING CHAPTER 3 OF TITLE 3 OF THE LAKE ZURICH  
 MUNICIPAL CODE TO AMEND THE “Number of Licenses”**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of  
 Lake Zurich, Lake County, Illinois, as follows:

**Section 1:** That Section 3-3B-14 of Chapter 3 of Title 3 of the Lake Zurich Municipal Code entitled “NUMBER OF LICENSES” be and is hereby further amended with the corresponding number of licenses in each class, shown with bold letters with underscoring below:

<u>License Class</u>	<u>Maximum Number Issued</u>
A and A-1	22
B and B-1	5
C and C-1	17
D-1	0
D-2	4
E	1
F	0
G-1	1
G-2	1
H-1	1
H-2	5
I	1
J	0
K	0
L	0
M	1
N	1

304551\_1

N-1	<b>1</b>
O	<b>1</b>
P	<b>0</b>
V	<u>(Issued in tandem with above license(s) per Code).</u>

**Section 2:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 3:** That if any provision of this ordinance or application thereof to any entity or person or circumstance is declared invalid or held to be unlawful, such declaration or holding shall not affect the validity of any other portion or provision of this Ordinance and such declaration or holding shall be severable from the remainder hereof.

**Section 4:** This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

**Section 5:** The Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form.

PASSED this \_\_\_\_\_ day of August 2015, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of August 2015, by the President of the Village of Lake Zurich.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Village Clerk

304551\_1



*At the Heart of Community*

POLICE DEPARTMENT

200 Mohawk Trail  
Lake Zurich, Illinois 60047

(847) 719-1690  
LakeZurich.org

AGENDA ITEM  
6D-6E

**MEMORANDUM**

Date: July 17, 2015  
To: Jason T. Slowinski, Village Manager  
From: David K. Anderson, Operations Commander  
Subject: Amendment of the Village Liquor Code

**Issue:** A new business, Black Belt Brewery., is requesting a liquor license for their business requiring amendments to the Village's Liquor License Code (Chapter 3 of Title 3).

**Analysis:** The Black Belt Brewery will be beginning their operation to include the manufacture of craft beers and the sale of said beer at 932 Donata Ct. To accommodate their request the Village's Liquor License Code would need to be amended to add a Class N-1 license. The owners of Black Belt Brewery have complied with all the requirements of the application process and have been found to be eligible for a Village license.

**Recommendation:** Enact the proposed amendments to the Village Liquor Control Ordinance.

w/Attachments:

Ordinances amending Chapter 3 of Title 3 of the Lake Zurich Municipal Code increasing the number of Class N-1 liquor licenses.

Ordinance updating the number and types of licenses issued reflecting the number of paid licenses for 2015.

**ORDINANCE NO. 2015-8-\_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 3-3B-14 OF CHAPTER 3 OF TITLE 3 OF  
THE LAKE ZURICH MUNICIPAL CODE TO INCREASE  
THE NUMBER OF AUTHORIZED LIQUOR LICENSES  
(CLASS N-1 – BLACK BELT BREWERY)**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, as follows:

**SECTION 1:** The number of Class **N-1** liquor licenses authorized by section 3-3b-14 of Chapter 3 of title 3 of the Village Code of the Village of Lake Zurich is hereby **increased** by one for Black Belt Brewery located at 932 Donata Ct. in accordance with the Village Code of the Village of Lake Zurich. Issuance of the license is subject to the approval and action of the Local Liquor Commissioner of the Village of Lake Zurich.

**SECTION 2:** If any section, paragraph, clause or provision of this Ordinance shall be invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

**SECTION 3:** All Ordinances in conflict therewith are hereby repealed to the extent of such conflict.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this \_\_\_\_\_ day of August, 2015 by the following vote:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED by the Mayor on August\_\_\_\_\_, 2015.

\_\_\_\_\_  
Tom Poynton, MAYOR

ATTEST:

\_\_\_\_\_  
Kathleen Johnson, VILLAGE CLERK

**ORDINANCE NO. 2015-8-\_\_\_\_\_**

**ORDINANCE AMENDING CHAPTER 3 OF TITLE 3 OF THE LAKE ZURICH  
 MUNICIPAL CODE TO AMEND THE “Number of Licenses”**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of  
 Lake Zurich, Lake County, Illinois, as follows:

**Section 1:** That Section 3-3B-14 of Chapter 3 of Title 3 of the Lake Zurich Municipal Code entitled “NUMBER OF LICENSES” be and is hereby further amended with the corresponding number of licenses in each class, shown with bold letters with underscoring below:

<u>License Class</u>	<u>Maximum Number Issued</u>
A and A-1	22
B and B-1	5
C and C-1	17
D-1	0
D-2	4
E	1
F	0
G-1	1
G-2	1
H-1	1
H-2	5
I	1
J	0
K	0
L	0
M	1
N	1

304551\_1

N-1	<b>1</b>
O	<b>1</b>
P	<b>0</b>
V	<u>(Issued in tandem with above license(s) per Code).</u>

**Section 2:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 3:** That if any provision of this ordinance or application thereof to any entity or person or circumstance is declared invalid or held to be unlawful, such declaration or holding shall not affect the validity of any other portion or provision of this Ordinance and such declaration or holding shall be severable from the remainder hereof.

**Section 4:** This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

**Section 5:** The Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form.

PASSED this \_\_\_\_\_ day of August 2015, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of August 2015, by the President of the Village of Lake Zurich.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Village Clerk

304551\_1



*At the Heart of Community*

COMMUNITY SERVICES DEPARTMENT

505 Telser Road  
Lake Zurich, Illinois 60047

(847) 540-1696  
Fax (847) 726-2182  
LakeZurich.org

AGENDA ITEM

6 F

MEMORANDUM

**Date:** July 28, 2015

**To:** Jason T. Slowinski, Village Manager

**From:** Michael J. Earl, Director of Community Services

**Subject:** **Agreements with SAFEbuilt - Building Inspection and Plan Review Services**

**Issue:** The Village Manger approved two professional services agreements with SAFEbuilt - one for building inspection services and the other for plan review services. In total, the contracts will exceed the Manager's spending authority of \$20,000. Thus, Village Board approval of the agreements in a not-to-exceed amount of \$50,000 is recommended.

**Background:** The agreement for building inspection services provides an Inspector on site at an hourly rate of \$72.50 for a minimum of four hours every Thursday from May 14, 2015 through September 24, 2015 to support the *Same Day Permit Review* program and when necessary when a full-time Inspector is out of the office for an extended period of time. The other agreement is for plan review services. With the unexpected resignation of the Building and Zoning Manager, assistance is needed for the plan review process. SAFEbuilt has been providing a plan review professional on average two days a week at an hourly rate of \$98. The term of the agreement is from May 27, 2015 through December 31, 2015.

**Analysis:** The June invoice was in the amount of \$9,671.42 of which \$2,615 is for inspection services and \$7,056 for plan review. Staff is pleased with the service provided by SAFEbuilt and they have proven to be flexible with the Village's changing service level needs. Staff will require SAFEbuilt's services until at least through the fall season until more definitive staffing decisions are made. While this expense will result in an over-expenditure of the Other Professional Services budget account, significant personnel expense savings in other accounts within the Building and Zoning program will cover the deficit.

**2014-2019 Strategic Plan:** This agenda item is consistent with the following Goal and Objective of the Strategic Plan: Goal #4 – Service Sustainability: *Identify Methods of Alternate Service Delivery.*

**Recommendation:** Approval of professional service agreements with SAFEbuilt for building inspection and plan review services in an amount not-to-exceed \$50,000.

w/Attachments:

1. Professional Services Agreement for Building Inspection Services
2. Professional Services Agreement for Plan Review Services

*Plan Review Services*

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF LAKE ZURICH, ILLINOIS  
AND SAFEbuilt ILLINOIS, LLC**

This Professional Services Agreement ("Agreement"), is entered into by and between the Village of Lake Zurich, IL, (the "Municipality") and SAFEbuilt Illinois, LLC, (the "Consultant").

**RECITALS**

WHEREAS, the Municipality is seeking a consultant to perform services listed in Exhibit A - List of Services and Fee Schedule, (the "Services");

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant is hired as a professional entity to provide qualified, trained, experienced persons to conduct building inspections and provide related services in conformity with applicable Codes of the Municipality and with Exhibit A (LIST OF SERVICES AND FEE SCHEDULE), attached hereto and made a part hereof (hereafter collectively referred to as "Services") Consultant will perform Services in accordance with the Municipality's adopted Codes, adopted amendments and Ordinances. Consultant is not obligated to perform services beyond what is contemplated by this Agreement. Any changes or additions to the Scope of Services shall be done only in writing and shall specifically state the additional fees, if any, for such changes. Consultant will perform work at a level of competency in accordance with industry standards.

**2. CHANGES TO SCOPE OF SERVICES**

Any changes to Scope of Services that are mutually agreed upon between the Municipality and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to the Agreement.

**3. FEE STRUCTURE**

In consideration of the Consultant providing Services, the Municipality shall pay the Consultant for the Services performed in accordance with Exhibit A - List of Services and Fee Schedule. Breaks and lunch periods are not compensable time.

**4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before accepting the invoice. When additional information is requested the Municipality will identify specific item(s) that are in dispute and giving specific reasons for any request for information. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

**5. TERM**

This Agreement shall be in effect from May 27, 2015 through December 31, 2015. The Agreement may be extended on a month to month basis by mutual agreement of both parties.

**6. TERMINATION**

Either party may terminate this Agreement, or any part of this Agreement upon fourteen (14) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

**7. MUNICIPALITY OBLIGATIONS**

The Municipality shall timely provide all data information, plans, specifications and other materials required by Consultant to perform Scope of Services. Municipality shall also provide IT service to allow Consultant to enter data into their tracking system.

**8. CONSULTANT OBLIGATIONS**

Consultant shall provide vehicle, cell phone and electronic tablet for data entry. The Consultant acknowledges and agrees that Municipality shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are not expressly provided for by this Agreement, regardless of whether such services are requested or directed by Municipality, except upon the prior written consent of Municipality. All ordinary and necessary costs to maintain credentials/licensure and related qualifications or endorsements shall be paid for by the Consultant. All expenses of Consultant related to the performance of Services shall be paid or borne by the Consultant. The compensation paid by Municipality for the Services pursuant to this Agreement shall not exceed the amount identified in Exhibit A. No claim for additional compensation shall be valid unless mutually agreed between Municipality and the Consultant. As an independent contractor, it is the responsibility of the Consultant to file all necessary tax returns (State, local and federal) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in his/her profession or occupation. Consultant agrees to communicate any complaints regarding activities under this Agreement without delay to the Village.

**9. PERFORMANCE STANDARDS**

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to the Municipality and retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

**10. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant.

The Municipality shall be responsible for and shall defend, save, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of the Municipality or any officer, employee, representative, or agent of the Municipality, provided however that nothing herein shall limit or affect the ability and authority of Municipality to rely upon or assert any legal protections, immunities or limitations on liability available to Municipality under Illinois law.

If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

Consultant expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Municipality, its officials, employees and agents as herein provided.

**11. ASSIGNMENT**

Neither party shall assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both parties; consent shall not be unreasonably withheld. Consultant is permitted to subcontract portions of the services to be provided. Consultant remains responsible for any subcontractor's performance. Subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in contracts with all subcontractors to assure quality levels and agreed upon schedules are met.

**12. INSURANCE**

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the Municipality.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of two million dollars (\$2,000,000) bodily injury each accident, two million dollars (\$2,000,000) bodily injury by disease - policy limit, and two million dollars (\$2,000,000) bodily injury by disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds on a primary and non-contributory basis. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. The municipality shall also be added to the contractor's policy as Cancellation Notice Recipient.
- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the Municipality.

**13. INDEPENDENT CONTRACTOR**

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality, nor shall Consultant and Municipality be considered a joint employer or venture. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

**14. THIRD PARTY RELIANCE**

This Agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied.

**15. OWNERSHIP OF DOCUMENTS**

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality when the Consultant has been compensated for the same as set forth herein, and the Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Municipality will be exported into a CSV file and become property of the Municipality.

The Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

**16. SEVERABILITY**

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

**17. DISCRIMINATION & COMPLIANCE WITH APPLICABLE LAW**

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

The Consultant and Municipality agree to comply with all applicable state, federal, county, and municipal laws, ordinances and rules, in regard to his performance of the Services, including, but not limited to, the following, as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1972; the Health Insurance Portability and Accountability Act; and the American with Disabilities Act of 1990. The Consultant and Municipality agree not to discriminate in their employment practices, and agree to render the Services without regard to race, color, religion, age, sex, national origin, marital status, military status, political affiliation, sexual orientation or disability. and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with any performance of, or failure to perform, the Services or any part thereof by the Consultant.

**18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:**

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract and will verify immigration status to confirm employment eligibility. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009.

**19. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES**

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

**20. NOTICES**

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

<p><b>If to the Municipality:</b>                  Jason T. Slowinski                  Village Manager                  Village of Lake Zurich                  70 East Main Street                  Lake Zurich, IL 60047                  Email: <a href="mailto:Jason.Slowinski@LakeZurich.org">Jason.Slowinski@LakeZurich.org</a></p> <p><b>AND</b></p> <p>Michael J. Earl                  Director of Community Services                  Village of Lake Zurich                  605 Teiser Road                  Lake Zurich, IL 60047                  Email: <a href="mailto:Mike.Earl@LakeZurich.org">Mike.Earl@LakeZurich.org</a></p>	<p><b>If to the Corporation:</b>                  Greg Toth, Executive Vice President Business Development                  SAFEbuilt, LLC                  3755 Precision Drive, Suite 140                  Loveland, CO 80538                  Email: <a href="mailto:gtoth@safebuilt.com">gtoth@safebuilt.com</a></p>
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**21. DISPUTE RESOLUTION**

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

**22. GOVERNING LAW**

This Agreement shall be construed under and governed by the laws of the State of Illinois and all services to be provided will be provided in accordance with applicable federal, state and local law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

**23. COUNTERPARTS**

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

**24. Authority to Execute**

Consultant and Municipality hereby warrant and represent to each other that the persons executing this Agreement on their behalf have been properly authorized to do so by its corporate authorities or directors.

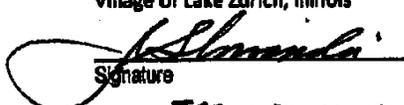
**25. Waiver**

Neither Municipality nor Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of Municipality or Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Municipality's or the Consultant's right to enforce such rights or any other rights.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Village of Lake Zurich, Illinois

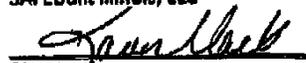
  
Signature

Name: JASON SLOWINSKI

Title: VILLAGE MANAGER

Date: 6 / 5 / 15

SAFEbuilt Illinois, LLC

  
Signature

Name: Karen Mack

Title: Chief Financial Officer

Date: 08/03/15

**EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE**

**1. LIST OF SERVICES**

**Temporary On-Site Service:**

- ✓ Consultant will provide a qualified individual to provide on-site services – Dave Weide
- ✓ Dave Weide will provide the following services:
  - Code compliant plan review services
  - Code interpretation requests
  - Provide supervision to Municipal Permit Technician(s)
  - Assist Municipal Permit Technician(s) with assigned duties
  - Provide field visits as necessary and requested by the Municipality
  - Report directly to Sam Hubbard

**2. TIME OF PERFORMANCE**

Consultant will provide temporary on-site services as stated below:

- ✓ Wednesday – May 27, 2015 – between the hours of 8:00 am and 4:30 pm – 45 minute lunch allowance
- ✓ Thursday – May 28, 2015 – between the hours of 8:00 am and 4:30 pm – 45 minute lunch allowance
- ✓ Effective June 01, 2015 – Monday through Friday – between the hours of 8:00 am and 4:30 pm – 45 minute lunch allowance
  - Arrangement is temporary while Consultant and Municipality agree on a permanent qualified individual to provide this service.

**3. SEE STRUCTURE**

Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>Service Fee Schedule:</b>	
Temporary On-Site Services (Dave Weide)	\$98.00 per hour
Rate is all inclusive - no separate billing for travel time, mileage, vehicle expenses, salary, benefits, materials	

**4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before accepting the invoice. When additional information is requested the Municipality will identify specific item(s) that are in dispute and giving specific reasons for any request for information. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

*INSPECTION SERVICES*

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF LAKE ZURICH, ILLINOIS  
AND SAFEbuilt ILLINOIS, LLC**

This Professional Services Agreement ("Agreement"), is entered into by and between the Village of Lake Zurich, IL, (the "Municipality") and SAFEbuilt Illinois, LLC, (the "Consultant").

**RECITALS**

WHEREAS, the Municipality is seeking a consultant to perform services listed in Exhibit A – List of Services and Fee Schedule, (the "Services");

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant is hired as a professional entity to provide qualified, trained, experienced persons to conduct building inspections and provide related services in conformity with applicable Codes of the Municipality and with Exhibit A (LIST OF SERVICES AND FEE SCHEDULE), attached hereto and made a part hereof (hereafter collectively referred to as "Services") Consultant will perform Services in accordance with the Municipality's adopted Codes, adopted amendments and Ordinances. Consultant is not obligated to perform services beyond what is contemplated by this Agreement. Any changes or additions to the Scope of Services shall be done only in writing and shall specifically state the additional fees, if any, for such changes. Consultant will perform work at a level of competency in accordance with Industry standards.

**2. CHANGES TO SCOPE OF SERVICES**

Any changes to Scope of Services that are mutually agreed upon between the Municipality and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to the Agreement.

**3. FEE STRUCTURE**

In consideration of the Consultant providing Services, the Municipality shall pay the Consultant for the Services performed in accordance with Exhibit A – List of Services and Fee Schedule. Breaks and lunch periods are not compensable time.

**4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before accepting the invoice. When additional information is requested the Municipality will identify specific item(s) that are in dispute and giving specific reasons for any request for information. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

**5. TERM**

This Agreement shall be in effect from May 14, 2015 through September 24, 2015. The Agreement may be extended on a month to month basis by mutual agreement of both parties.

**6. TERMINATION**

Either party may terminate this Agreement, or any part of this Agreement upon fourteen (14) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. MUNICIPALITY OBLIGATIONS

The Municipality shall timely provide all data information, plans, specifications and other materials required by Consultant to perform Scope of Services. Municipality shall also provide IT service to allow Consultant to enter data into their tracking system.

8. CONSULTANT OBLIGATIONS

Consultant shall provide vehicle, cell phone and electronic tablet for data entry. The Consultant acknowledges and agrees that Municipality shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are not expressly provided for by this Agreement, regardless of whether such services are requested or directed by Municipality, except upon the prior written consent of Municipality. All ordinary and necessary costs to maintain credentials/licensure and related qualifications or endorsements shall be paid for by the Consultant. All expenses of Consultant related to the performance of Services shall be paid or borne by the Consultant. The compensation paid by Municipality for the Services pursuant to this Agreement shall not exceed the amount identified in Exhibit A. No claim for additional compensation shall be valid unless mutually agreed between Municipality and the Consultant. As an independent contractor, it is the responsibility of the Consultant to file all necessary tax returns (State, local and federal) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in his/her profession or occupation. Consultant agrees to communicate any complaints regarding activities under this Agreement without delay to the Village.

9. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to the Municipality and retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant.

The Municipality shall be responsible for and shall defend, save, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of the Municipality or any officer, employee, representative, or agent of the Municipality, provided however that nothing herein shall limit or affect the ability and authority of Municipality to rely upon or assert any legal protections, immunities or limitations on liability available to Municipality under Illinois law.

If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

Consultant expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Municipality, its officials, employees and agents as herein provided.

**11. ASSIGNMENT**

Neither party shall assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both parties; consent shall not be unreasonably withheld. Consultant is permitted to subcontract portions of the services to be provided. Consultant remains responsible for any subcontractor's performance. Subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in contracts with all subcontractors to assure quality levels and agreed upon schedules are met.

**12. INSURANCE**

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the Municipality.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability Insurance with minimum limits of two million dollars (\$2,000,000) bodily injury each accident, two million dollars (\$2,000,000) bodily injury by disease – policy limit, and two million dollars (\$2,000,000) bodily injury by disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds on a primary and non-contributory basis. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. The municipality shall also be added to the contractor's policy as Cancellation Notice Recipient.
- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the Municipality.

**13. INDEPENDENT CONTRACTOR**

The Consultant is an Independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality, nor shall Consultant and Municipality be considered a joint employer or venture. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality when the Consultant has been compensated for the same as set forth herein, and the Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Municipality will be exported into a CSV file and become property of the Municipality.

The Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

16. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

17. DISCRIMINATION & COMPLIANCE WITH APPLICABLE LAW

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

The Consultant and Municipality agree to comply with all applicable state, federal, county, and municipal laws, ordinances and rules, in regard to his performance of the Services, including, but not limited to, the following, as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1972; the Health Insurance Portability and Accountability Act; and the American with Disabilities Act of 1990. The Consultant and Municipality agree not to discriminate in their employment practices, and agree to render the Services without regard to race, color, religion, age, sex, national origin, marital status, military status, political affiliation, sexual orientation or disability. and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with any performance of, or failure to perform, the Services or any part thereof by the Consultant.

**18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:**

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract and will verify immigration status to confirm employment eligibility. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009.

**19. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES**

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

**20. NOTICES**

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the Municipality:	If to the Corporation:
Jason T. Slowinski Village Manager Village of Lake Zurich <del>988 Old Mill Grove Road</del> Lake Zurich, IL 60047 Email: <a href="mailto:Jason.Slowinski@LakeZurich.org">Jason.Slowinski@LakeZurich.org</a>	Greg Toth, Executive Vice President Business Development SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: <a href="mailto:gtoth@safebuilt.com">gtoth@safebuilt.com</a>
AND	
Michael J. Earl Director of Community Services Village of Lake Zurich 505 Telsor Road Lake Zurich, IL 60047 Mike.Earl@LakeZurich.org	

*70  
E. Main  
Street.  
LZ 60047*

**21. DISPUTE RESOLUTION**

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

**22. GOVERNING LAW**

This Agreement shall be construed under and governed by the laws of the State of Illinois and all services to be provided will be provided in accordance with applicable federal, state and local law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

**23. COUNTERPARTS**

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

**24. Authority to Execute**

Consultant and Municipality hereby warrant and represent to each other that the persons executing this Agreement on their behalf have been properly authorized to do so by its corporate authorities or directors.

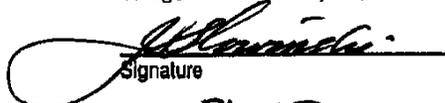
**25. Waiver**

Neither Municipality nor Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of Municipality or Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Municipality's or the Consultant's right to enforce such rights or any other rights.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Village of Lake Zurich, Illinois

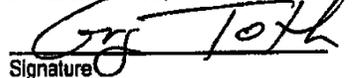
  
Signature

Name: JASON T. SLOWINSKI

Title: VILLAGE MANAGER

Date: 5 / 20 / 15

SAFEbuilt Illinois, LLC

  
Signature

Name: Greg Toth

Title: Executive VP Business Development

Date: 05 / 12 / 2015

### EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. **LIST OF SERVICES**

**Supplemental Building Code Inspection Services** – excludes plumbing inspections

Our inspectors recognize that an educational, informative approach is the most effective way to improve the customer’s experience. Building code compliant inspection services include:

- ✓ Perform consistent code compliant building inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Enter results of inspections into permitting system provided by the Municipality
- ✓ Provide onsite inspection consultations to citizens and contractors
- ✓ Identify and document any areas of non-compliance and suggest alternate means
- ✓ Leave a copy of the inspection ticket
- ✓ Discuss inspection results with site personnel

2. **TIME OF PERFORMANCE**

Consultant will perform Building Code Inspections upon execution of the agreement.

- ✓ Perform service each Thursday of the month – excluding Municipal holidays
- ✓ Perform services between the hours of 8:00 am and 4:30 pm with a 45 minute allowance for lunch
- ✓ Services will be provided at a minimum of four (4) hours each Thursday

Consultant will provide coverage for Municipal staff vacation time per the fee structure listed below. Coverage will be provided upon request and per mutual agreement of both parties.

3. **FEE STRUCTURE**

Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>Service Fee Schedule:</b>	
Building Code Inspection Services	\$72.50 per hour – 4 hour minimum

4. **INVOICE & PAYMENT STRUCTURE**

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before accepting the invoice. When additional information is requested the Municipality will identify specific item(s) that are in dispute and giving specific reasons for any request for information. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.



*At the Heart of Community*

TECHNOLOGY DEPARTMENT

70 East Main Street  
Lake Zurich, Illinois 60047

(847) 438-5141  
LakeZurich.org

AGENDAIEM

66

**MEMORANDUM**

Date: July 27, 2015  
To: Jason Slowinski, Village Manager  
From: Michael Duebner, Innovation Director  
Subject: Tower Lease Agreement – Chicago SMSA LP d/b/a Verizon Wireless

**Issue:** The Village has tower and ground space available at 505 Telser Road to accommodate a cell carrier's antenna installation.

**2014-2019 Strategic Plan:** This agenda item is consistent with Goal #1 Financial Stability, Objective: Maximize existing and identify new revenue sources.

**Analysis:** The cell tower site at 505 Telser Road had been used by US Cellular since January 20, 2007. On January 15, 2015 the Village was notified that this lease, then it its second 5-year term, would be terminated and the site would be vacated. The annual rental payment was \$35,460.

On March 2, 2015, the Village Board approved a special use permit to allow wireless service at 505 Telser Road. Since then staff and legal have been working with TNG Wireless, Verizon's representative for this project, on finalizing the required site analysis and lease agreement. After considerable negotiation, we have agreed on a multi-term, 5-year agreement with an annual rental payment of \$26,000 for the initial term. The agreement shall automatically be extended for an additional four terms through August 2040, with annual rental payment of \$29,900 for term two, \$34,385 for term three, \$39,543 for term four and \$45,474 for term five. Payments are to be made in monthly installments with commencement of equipment placement.

Verizon has the option to terminate the lease upon the annual anniversary date with 90 day notice. They would be required to remove antenna and other equipment from the site at the end of the lease agreement.

**Recommendation:** Staff recommends approval by the Village Board of the multi-term 5-year lease agreement with Chicago SMSA LP d/b/a Verizon Wireless.

w/Attachments:  
Tower Lease Agreement

SITE NAME: MAIN & QUENTIN  
SITE NUMBER: 281773  
ATTY/DATE: DK/07.16.15

### TOWER LEASE AGREEMENT

This Agreement, made this      day of      , 2015, between Village of Lake Zurich, a Municipal Corporation of Illinois, with its principal offices located at 70 East Main Street, Lake Zurich, Illinois 60047, hereinafter designated LESSOR and Chicago SMSA LP d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

I. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at 505 Telser Road, Village of Lake Zurich, Lake County, Illinois, as further identified as Lake County, Illinois Parcel Identification Number 14-16-202-031 (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve (12) foot wide access right-of-way and an eight (8) foot wide utilities right of way extending from the nearest public right-of-way, Telser Road, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

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Any further changes to the aforementioned equipment shall occur only upon approval of LESSOR, which approval shall not be unreasonably withheld.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE. Any further changes to the aforementioned equipment shall occur only upon the approval of LESSOR, which approval shall not be unreasonably withheld.

3. TERM, RENTAL, ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$26,00.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable

discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE on a quarterly basis at Verizon Wireless, P.O. Box 182727, Columbus, Ohio 43218. Each invoice must reference the LESSOR site name of "Main & Quentin" and the complete site address of 505 Telser Road, Village of Lake Zurich, Lake County, Illinois, and shall reference an account number that does not change for the term of this Agreement and is consistent for each invoice to be paid by LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by

giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to \$29,900.00; the annual rental for the second (2nd) five (5) year extension term shall be increased to \$34,385.00; the annual rental for the third (3rd) five (5) year extension term shall be increased to \$39,543; and the annual rental for the fourth (4th) five (5) year extension term shall be increased to \$45,474.00.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to one hundred fifteen percent (115%) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a

reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, provided that no such utilities, equipment, antennas and/or conduits are located or placed in any area beyond or outside those identified spaces being specifically leased as set forth in Paragraph 1 hereinabove. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to

the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;

- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third party in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Lake Zurich  
70 East Main Street  
Lake Zurich, Illinois 60047  
Attention: City Clerk

LESSEE: Chicago SMSA LP  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real

property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by

either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably

be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

*{Signature & Exhibit Pages Follow}*

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR: Village of Lake Zurich**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Tom Poynton  
Its: Mayor

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Kathleen Johnson  
Its: Clerk

**LESSEE: Chicago SMSA LP**

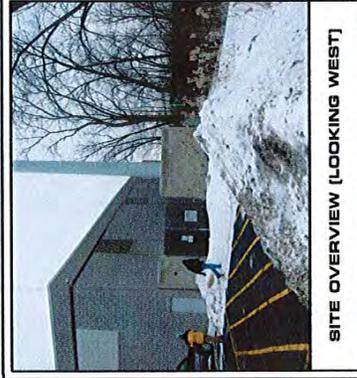
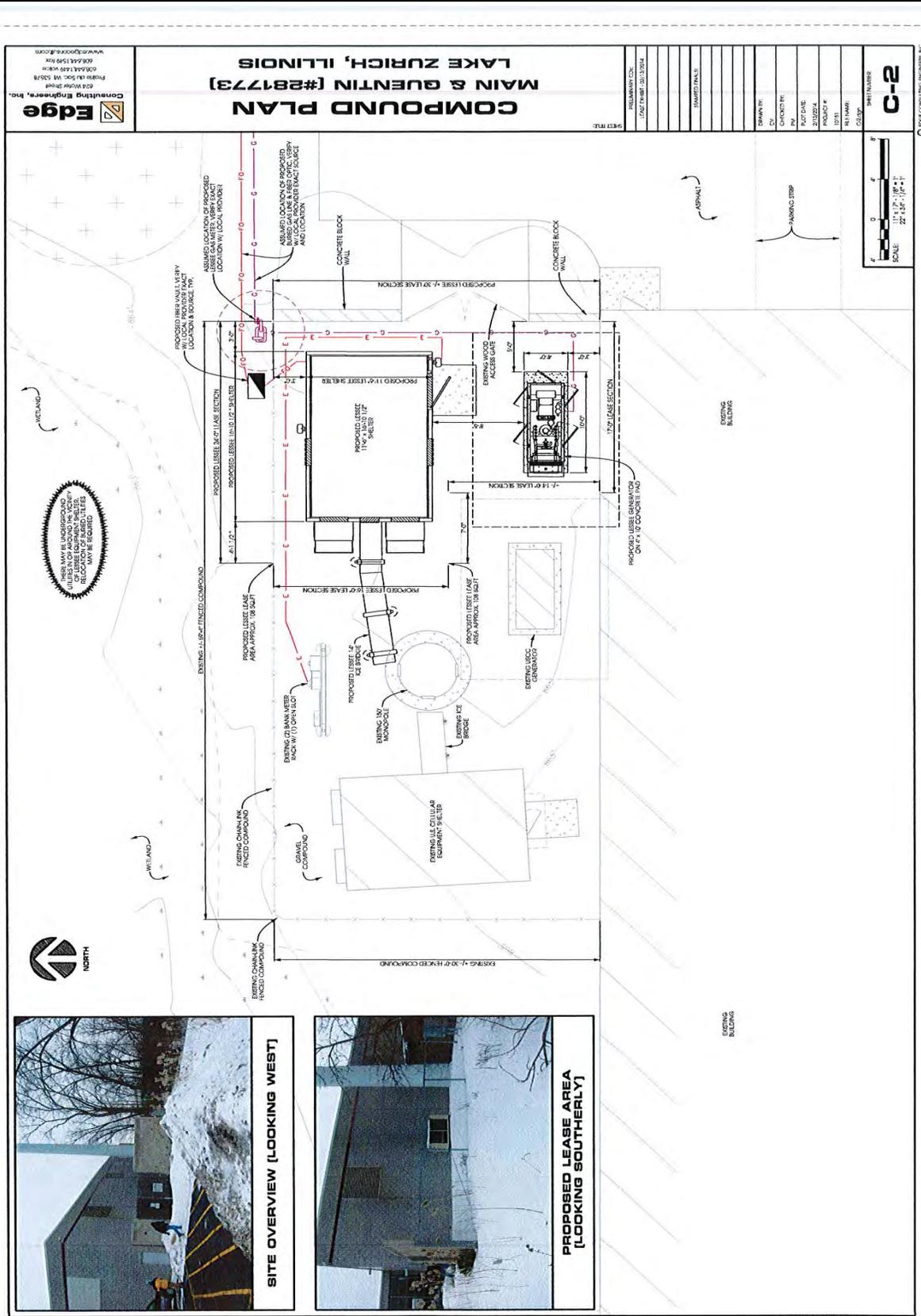
**By Celco Partnership,  
Its General Partner**

\_\_\_\_\_  
WITNESS

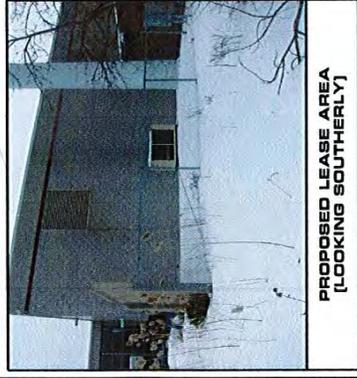
By: \_\_\_\_\_  
Lynn Ramsey  
Its: Area Vice President Network

**EXHIBIT "A"**  
**TOWER SPACE, LAND SPACE, RIGHT OF WAY**





**SITE OVERVIEW (LOOKING WEST)**



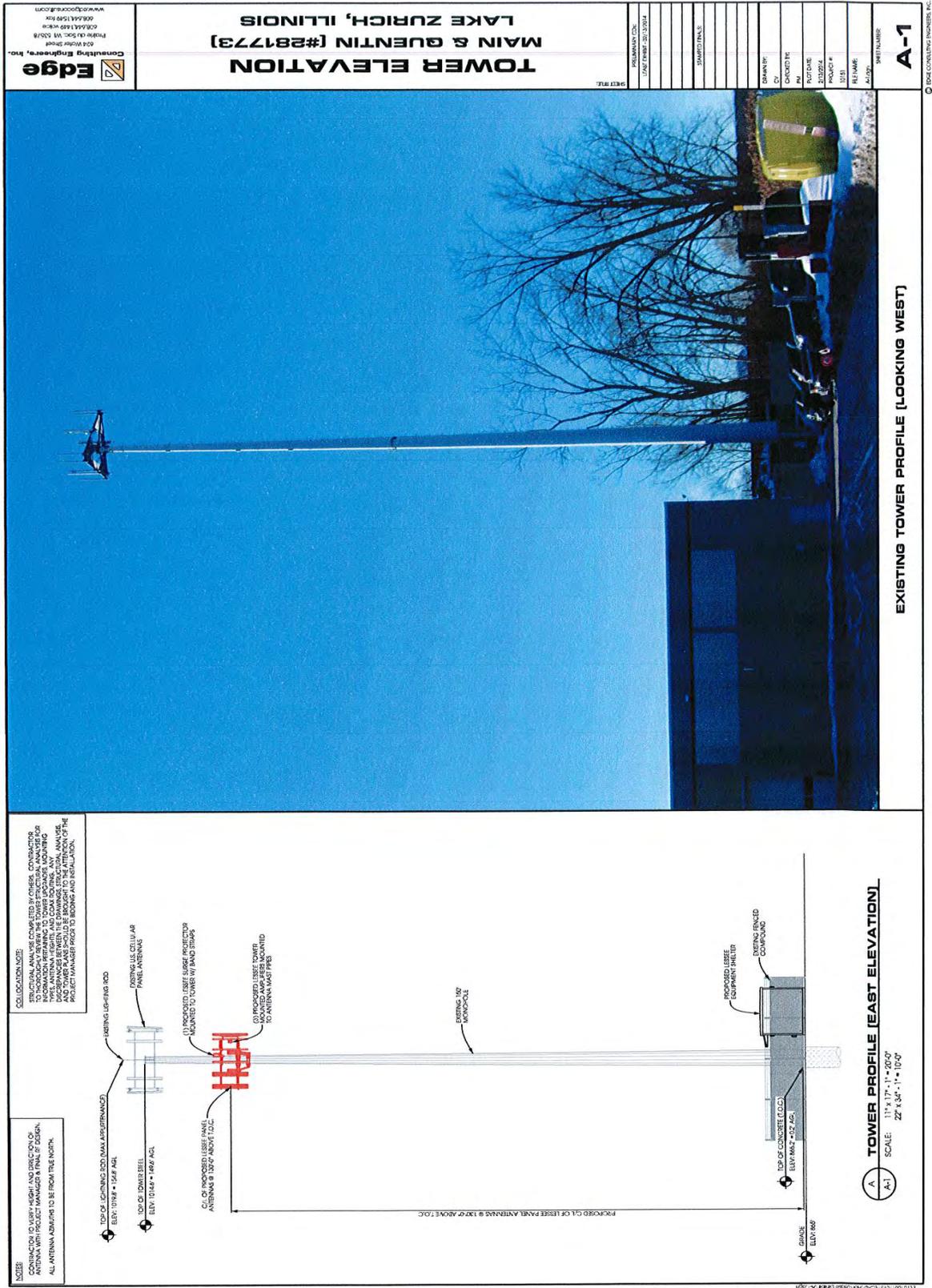
**PROPOSED LEASE AREA (LOOKING SOUTHERLY)**

**Edge**  
Consulting Engineers, Inc.  
603 Water Street  
P.O. Box 1400  
Lake Zurich, IL 60047  
www.edgeinc.com

**COMPOUND PLAN  
MAIN & QUENTIN (#281773)  
LAKE ZURICH, ILLINOIS**

PROJECT NO.	
PRELIMINARY DATE	08/03/2015
DATE PLOTTED	08/03/2015
STAMPED TITLE	
DESIGNED BY	
CHECKED BY	
DATE PLOTTED	08/03/2015
PROJECT #	
DATE	
FILE NAME	
SCALE	
SHEET NUMBER	<b>C-2</b>
© EDGE CONSULTING ENGINEERS, INC.	





**EXHIBIT "B"**  
**RADIO COMMUNICATIONS EQUIPMENT, ANTENNAS AND APPURTENANCES**



**ANTENNA PLATFORM SCHEMATIC**

Proposed				
Location	Manufacturer	Component Model	Action	
Top (platform)	Wireless	AWC-TMA-700C/G	6	Install
Top (platform)	Ericsson	RPLS 12-AWS	3	Install
Top (platform)	Ericsson	A3	3	Install
Top (platform)	Ericsson	RCMDC-311E-PE-48	1	Install
Top (platform)	ANDREW	CB078-DF-8DC3	6	Install
Top (platform)	Raycap	RCMDC-311E-PE-48	1	Install
Bottom (Shelter)	ANDREW	CB078-DF-8DC3	6	Install
Bottom (Shelter)	ANDREW	CB078-DF-8DC3	6	Install

Coax					
Sector	Coax Manufacturer	Type	Size	Count	Action
Alpha	ANDREW		1.58	4	Install
Beta	ANDREW		1.58	4	Install
Gamma	ANDREW	HFT1205-24525	1.58	4	Install
AWS	Andrew	XXX	1.58	1	Install

NOTES:  
RF DESIGN AND DETAIL ON THIS PAGE PROVIDED BY LESSEE AND ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN CONSENT OF THE LESSEE. IF SIGNIFICANT CHANGES OR DISCREPANCIES ARE IDENTIFIED, CONTACT ENGINEER PRIOR TO INSTALLATION.

**PROPOSED ANTENNA CONFIGURATION**

**FINAL ANTENNA CONFIGURATION TO BE VERIFIED BY RF ENGINEER**

NOTES:  
RF DESIGN AND DETAIL ON THIS PAGE PROVIDED BY LESSEE AND ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN CONSENT OF THE LESSEE. IF SIGNIFICANT CHANGES OR DISCREPANCIES ARE IDENTIFIED, CONTACT ENGINEER PRIOR TO INSTALLATION.

**COMBINER CABLE DATA INFORMATION**

**Edge Consulting Engineers, Inc.**  
304 West Street  
P.O. Box 1000  
Lake Zurich, IL 60047  
www.edgeconsulting.com

**ANTENNA CONFIGURATION**  
MAIN & QUENTIN (2013091423)  
LAKE ZURICH, ILLINOIS

PROJECT NUMBER: 2013091423  
PROJ. NO.: 2013091423  
DATE: 08/03/2015  
DRAWN BY: JAVI LUNA  
CHECKED BY: JAVI LUNA  
SCALE: 1:1  
PROJECT #  
PRODUCT #  
REV. #  
REV. NAME  
REV. DATE  
REV. DESCRIPTION  
REVISIONS  
DATE  
BY  
DESCRIPTION

**Cell Name** Main & Quentin  
**Location Number** 382773  
**Date of Request** 9/7/2014

**RF Engineer** Sohi Siddiqui  
**City/Zone/Zip** Lake Zurich, IL 60047

**Cell ID** 3003  
**Option-A2**

**Antenna Manufacturer** Antenna Model  
**Antenna Model Number** OW000302500

**Antenna Height** 130  
**Antenna Azimuth** 90

**Antenna Tilt** 0  
**Antenna Backhaul** 0

**PROPOSED CONFIGURATION**

**Configuration** Option-A2

**PROPOSED ANTENNA CONFIGURATION**

Cell ID	RF Path	Antenna Model	Antenna Height	Antenna Azimuth	Antenna Tilt	Antenna Backhaul	Action
A1	L1 (F45) T1 C- 8075	OW000302500	130	90	0	0	Add 10/14/11
	L2 (F45) T1 C- 8075						
	L3 (F45) T1 C- 8075						
	L4 (F45) T1 C- 8075						
	L5 (F45) T1 C- 8075						
	L6 (F45) T1 C- 8075						
	L7 (F45) T1 C- 8075						
	L8 (F45) T1 C- 8075						
	L9 (F45) T1 C- 8075						
	L10 (F45) T1 C- 8075						
	L11 (F45) T1 C- 8075						
	L12 (F45) T1 C- 8075						
A2	L1 (F45) T1 C- 8075	OW000302500	130	90	0	0	Unchanged
	L2 (F45) T1 C- 8075						
	L3 (F45) T1 C- 8075						
	L4 (F45) T1 C- 8075						
	L5 (F45) T1 C- 8075						
	L6 (F45) T1 C- 8075						
	L7 (F45) T1 C- 8075						
	L8 (F45) T1 C- 8075						
	L9 (F45) T1 C- 8075						
	L10 (F45) T1 C- 8075						
	L11 (F45) T1 C- 8075						
	L12 (F45) T1 C- 8075						
A3	L1 (F45) T1 C- 8075	OW000302500	130	90	0	0	Add 10/14/11
	L2 (F45) T1 C- 8075						
	L3 (F45) T1 C- 8075						
	L4 (F45) T1 C- 8075						
	L5 (F45) T1 C- 8075						
	L6 (F45) T1 C- 8075						
	L7 (F45) T1 C- 8075						
	L8 (F45) T1 C- 8075						
	L9 (F45) T1 C- 8075						
	L10 (F45) T1 C- 8075						
	L11 (F45) T1 C- 8075						
	L12 (F45) T1 C- 8075						
A4	L1 (F45) T1 C- 8075	OW000302500	130	90	0	0	Add 10/14/11
	L2 (F45) T1 C- 8075						
	L3 (F45) T1 C- 8075						
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	L10 (F45) T1 C- 8075						
	L11 (F45) T1 C- 8075						
	L12 (F45) T1 C- 8075						
B1	L1 (F45) T1 C- 8075	OW000302500	130	100	1	0	Add 10/14/11
	L2 (F45) T1 C- 8075						
	L3 (F45) T1 C- 8075						
	L4 (F45) T1 C- 8075						
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**PROPOSED ANTENNA CONFIGURATION**

**NOTES**

REVISION AND DETAIL ON THIS PAGE PROVIDED BY LESSEE AND/OR LEASOR. IF SIGNIFICANT CHANGES OR DISCREPANCIES ARE IDENTIFIED, CONTACT ENGINEER PRIOR TO INSTALLATION.

**Edge** Consulting Engineers, Inc.  
www.edgeconsulting.com  
608.444.1549  
1000 W. Lake Zurich Rd., Lake Zurich, IL 60047

**MAIN & QUENTIN (20130991423)**  
LAKE ZURICH, ILLINOIS

9/13/14 FILE

PROJECT NUMBER: 20130991423  
DESIGNER: JAH LIAU, MS  
CHECKED BY: JAH LIAU, MS  
DATE: 9/13/14  
PROJECT # 20130991423  
JOB # 1031  
FILE NAME: A-2  
SHEET NUMBER: A-2

EDGE CONSULTING ENGINEERS, INC.

**EXHIBIT "C"**  
**SURVEY**

**Edge Consulting Engineers, Inc.**  
 654 Maple Street  
 Peoria, IL 61604  
 308.644.1549 voice  
 308.644.1549 fax  
 www.edgecorp.com

**verizonwireless**  
 1515 WOODFIELD ROAD  
 SCHLAUBURG, IL 60173

**MERIDIAN SURVEYING, LLC**  
 18774 Freese 1  
 Menasha, WI 54952  
 Office: 920-993-0881  
 Fax: 920-273-6037

**SURVEYED FOR:** MAIN AND QUENTIN

**SITE NUMBER:** 281773

**SITE ADDRESS:** 505 TELSER ROAD  
 LAKE ZURICH, IL 60047

**PROPERTY OWNER:**  
 VILLAGE OF LAKE ZURICH  
 70 E. MAIN STREET  
 LAKE ZURICH, IL 60047

**TOWER OWNER:**  
 US CELLULAR  
 8410 W. BRYN MAWR AVENUE  
 CHICAGO, IL 60631

**PARCEL NO.:** 14-16-202-031

**ZONED:** B

**DEED:** DOCUMENT NO. 3672048

**LEASE EXHIBIT FOR:**  
 VERIZON WIRELESS PERSONAL COMMUNICATIONS LP 4/5/A VERIZON WIRELESS A PART OF THE SW1/4 OF THE NE1/4, SECTION 16, T.43N., R.10E., OF THE 3-4 P.M., TOWNSHIP OF ELA, LAKE COUNTY, ILLINOIS

NO.	DATE	DESCRIPTION
3	10-23-14	Added Lease Parcel J.D.
2	9-17-14	Added Title Report J.B.
1	2-05-14	Preliminary Survey J.D.

**PREP. WORK DATE:** 1-31-14

**CHECKED BY:** C.A.K. **FIELD BOOK:** M-28, P. 91

**JOB NO.:** 7518-B1569 **SHEET:** 1 OF 4

**EXISTING TOWER BASE**  
 LATITUDE: 42-12-22.66"  
 LONGITUDE: 88-04-08.73"  
 (Per North American Datum of 83/97)  
 Top of Lightening Rod Elevation: 1019.8' (Highest Point)  
 Top of Tower Elevation: 1014.6'  
 Ground Elevation: 865.0'  
 (Per National Geodetic Vertical Datum of 1988)

**LEGEND**  
 ○ = 1" X 18" IRON PIPE SET  
 ● = 1" IRON PIPE FOUND  
 □ = 6" NAIL SET  
 ⊕ = COUNTY MONUMENT FOUND  
 ○ ( ) = FLAG POLE  
 ⊕ = METAL POST  
 ⊕ = WATER VALVE  
 ⊕ = FIRE HYDRANT  
 ⊕ = GAS METER  
 ⊕ = STORM INLET (ROUND)  
 ⊕ = MANHOLE  
 ⊕ = DOOR  
 ⊕ = TELEPHONE PEDESTAL  
 ⊕ = CABLE BOX  
 ⊕ = EXISTING TRANSFORMER  
 ⊕ = EXISTING POWER POLE  
 ⊕ = BURIED GAS  
 ⊕ = BURIED FIBER OPTIC  
 ⊕ = PROPERTY LINE  
 --- = B.O.C. = BACK OF CURB

**WETLAND NOTE:**  
 THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.  
 I, Craig A. Kuehl hereby certify that none of the property described herein is within a flood plain as defined by FEMA.  
 SURVEYOR'S CERTIFICATE  
 I, Craig A. Kuehl, Illinois Professional Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**SUBJECT NOTES:**  
 THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND THE SURVEYOR TO DETERMINE THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES FROM THE LOCATION SHOWN.  
 THIS IS NOT A BOUNDARY SURVEY OF THE LEASE AREA AND EASEMENTS ONLY.

**WETLAND NOTE:**  
 I, Craig A. Kuehl hereby certify that none of the property described herein is within a flood plain as defined by FEMA.  
 SURVEYOR'S CERTIFICATE  
 I, Craig A. Kuehl, Illinois Professional Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003228**  
**LICENSE EXPIRES NOVEMBER 30, 2016**  
**DESIGN FROM PROFESSIONAL LICENSE NO. 184-02859**  
**LICENSE EXPIRES APRIL 30, 2015**  
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

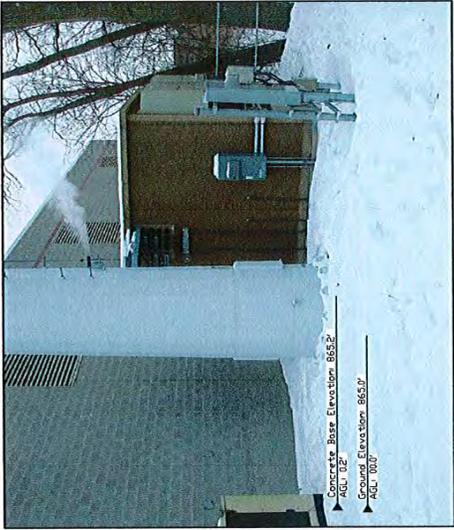
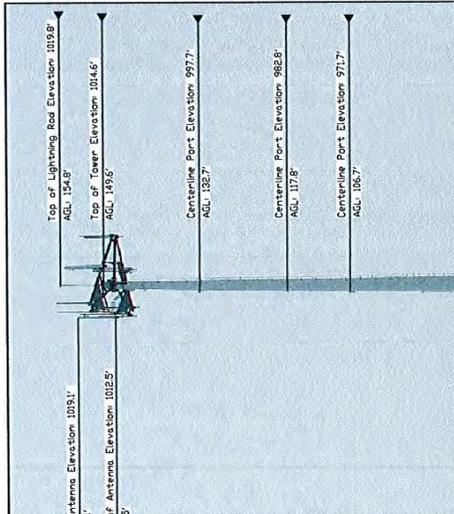
**VICINITY MAP**  
 (Map showing location relative to N. Quentin Rd, E. Main St, Rose Rd, Donata Ct, Ensell Rd, Oakwood Rd, and Telser Rd)

**GRAPHIC SCALE**  
 1 inch = 80 ft.

**TELSER ROAD**  
 (Main map showing tower location, LOT 1-6, LOT 10-12, LOT 14-17, LOT 18, LOT 20-21, LOT 23-24, LOT 26-27, LOT 29-30, LOT 32-33, LOT 35-36, LOT 38-39, LOT 41-42, LOT 44-45, LOT 47-48, LOT 50-51, LOT 53-54, LOT 56-57, LOT 59-60, LOT 62-63, LOT 65-66, LOT 68-69, LOT 71-72, LOT 74-75, LOT 77-78, LOT 80-81, LOT 83-84, LOT 86-87, LOT 89-90, LOT 92-93, LOT 95-96, LOT 98-99, LOT 101-102, LOT 104-105, LOT 107-108, LOT 110-111, LOT 113-114, LOT 116-117, LOT 119-120, LOT 122-123, LOT 125-126, LOT 128-129, LOT 131-132, LOT 134-135, LOT 137-138, LOT 140-141, LOT 143-144, LOT 146-147, LOT 149-150, LOT 152-153, LOT 155-156, LOT 158-159, LOT 161-162, LOT 164-165, LOT 167-168, LOT 170-171, LOT 173-174, LOT 176-177, LOT 179-180, LOT 182-183, LOT 185-186, LOT 188-189, LOT 191-192, LOT 194-195, LOT 197-198, LOT 200-201, LOT 202-203)

**BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83/97) - EAST ZONE AND EAST WHICH BEARS: 500-16-44E (500-07-02E), 500-01-02E, 500-16-44E (500-07-02E), 500-01-02E, 500-16-44E (500-07-02E).**



<p><b>SURVEYED FOR:</b></p>  <p><b>Edge Consulting Engineers, Inc.</b>          624 Maple Street          Prairie du Sac, WI 53578          608.644.1449 voice          608.644.1449 fax          www.edgeconsult.com</p>	<p><b>SURVEYED FOR:</b></p>  <p><b>verizon wireless</b>          1515 WOODFIELD ROAD          SUITE 1100          SCHAUMBURG, IL 60173</p>	<p><b>MERIDIAN SURVEYING, LLC</b>          18774 Frelene 1          Menasha, WI 54952    Office: 920-993-0881          Menasha, WI 54952    Fax: 920-273-6037</p>	<p><b>SITE NAME:</b> MAIN AND QUENTIN</p> <p><b>SITE NUMBER:</b> 281773</p> <p><b>SITE ADDRESS:</b> 505 TELSER ROAD LAKE ZURICH, IL 60047</p>															
																		
																		
<p><b>PROPERTY OWNER:</b>          VERIZON WIRELESS PERSONAL COMMUNICATIONS LP          70 E. MAIN STREET          LAKE ZURICH, IL 60047</p> <p><b>TOWER OWNER:</b>          US CELLULAR          8410 W. BRYN MAWR AVENUE          CHICAGO, IL 60631</p> <p><b>PARCEL NO.:</b> 14-16-202-031</p> <p><b>ZONED:</b> IB</p> <p><b>DEED:</b> DOCUMENT NO. 3672048</p>																		
<p><b>LEASE EXHIBIT FOR:</b>          VERIZON WIRELESS PERSONAL COMMUNICATIONS LP 4/9/14 VERIZON WIRELESS A PART OF THE SW 1/4 OF THE NE 1/4, SECTION 16, T.43N., R.10E., OF THE 3rd P.M., TOWNSHIP OF ELA, LAKE COUNTY, ILLINOIS</p>																		
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<p><b>Edge Consulting Engineers, Inc.</b>                  624 Maple Street                  Peoria, IL 61614                  Phone: 309.692.5328                  Fax: 309.692.5329                  www.edgeconsulting.com</p>	<p><b>verizonwireless</b>                  1515 WOODFIELD ROAD                  SCHALMERSBURG, IL 60173</p>	<p><b>MERIDIAN SURVEYING, LLC</b>                  18774 Freelon 1                  Menasha, WI 54952                  Office: 920-993-2881                  Fax: 920-273-8037</p>	<p><b>SURVEYED FOR:</b>                  MAIN AND QUENTIN</p> <p><b>SITE NUMBER:</b>                  281773</p> <p><b>SITE ADDRESS:</b>                  505 TELSER ROAD                  LAKE ZURICH, IL 60047</p>																
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**LESSEE LEASE AREA**

A PART OF LOT ONE (1) IN LAKE ZURICH INDUSTRIAL CENTER UNIT 4A, SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, MENASHA, ILLINOIS, PARCEL 16, LAKE COUNTY, ILLINOIS CONTAINING 62.1 SQUARE FEET (0.014 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 OF LAKE ZURICH INDUSTRIAL CENTER UNIT 4A, THENCE S00°16'44"W 256.04 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE S89°43'16"W 318.74 FEET TO THE POINT OF BEGINNING; THENCE S06°15'42"E 29.92 FEET; THENCE S89°44'18"W 17.00 FEET; THENCE N00°15'42"W 13.92 FEET; THENCE S89°44'18"W 16.00 FEET; THENCE N00°15'42"W 16.00 FEET; THENCE N89°44'18"E 24.00 FEET TO THE POINT OF BEGINNING BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

PARENT PARCEL

THAT PART OF LOT 1 IN LAKE ZURICH INDUSTRIAL CENTER UNIT 4A, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 15, 1992 AS DOCUMENT 3104597, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 FOR A POINT OF BEGINNING; THENCE NORTH 0 DEGREES 6 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, 111.11 FEET TO A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST 445.60 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST 445.60 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST 445.60 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 18 SECONDS WEST 806.10 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

TITLE REPORT REVIEW

TITLE REPORT: CHICAGO TITLE INSURANCE COMPANY  
 COMMITMENT NO.: 1409100077243 UL  
 EFFECTIVE DATE: FEBRUARY 10, 2014

FEE SIMPLE TITLE VESTED IN: VILLAGE OF LAKE ZURICH, A MUNICIPAL CORPORATION OF ILLINOIS

NOTE: THE STATEMENT OF APPLICABILITY REFERS TO THE LEASE SITE AND ANY EASEMENTS PERTINENT THEREUNTO WHERE SPECIFIC ENCUMBRANCES AFFECT THE LEASE SITE AND/OR A PERTINENT EASEMENT, THEY ARE IDENTIFIED AS SUCH.

(16) UTILITY AND DRAINAGE EASEMENT OVER THE NORTH 1/4 66 FEET OF THE EASTERLY 280 FEET OF SAID PROPERTY IN QUESTION AS SHOWN ON PLAT OF SAID SUBDIVISION. DOES APPLY AND IS PLOTTED AND SHOWN.

(17) EASEMENT OVER THE LAND FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH TELEPHONE, GAS AND ELECTRIC SERVICE, TOGETHER WITH THE RIGHT TO OVERHANG AERIAL SERVICE WIRES AND THE RIGHT OF ACCESS TO SUCH WIRES, AS CREATED BY GRANT TO THE ILLINOIS BELL COMPANY AND TO THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AS SHOWN ON PLAT OF SAID SUBDIVISION RECORDED JANUARY 15, 1992 AS DOCUMENT 3104597. THE EASEMENTS SHOWN ON THE PLAT OF SAID SUBDIVISION ARE PLOTTED AND SHOWN.

(18) AGREEMENT AND DECLARATION OF TRUST MADE BY AND BETWEEN JOEL ROBERT HILLMAN AND MIKE FRIEDMAN AND WALTER SMITH DATED JULY 23, 1982 AND RECORDED AUGUST 17, 1982 AS DOCUMENT C2172841 AND THE TERMS AND CONDITIONS THEREIN CONTAINED. APPLIES TO THE PARENT PARCEL.

(19) MANHOLE AND RCP STORM SEWER LOCATED ON THE SOUTHERN LINE OF THE PROPERTY AS DISCLOSED BY SURVEY BY DEVEY ENGINEERING. THIS DOCUMENT WAS NOT PROVIDED BY THE TITLE COMPANY. THE REFERENCE IS MADE TO THE SOUTHERN LINE OF THE PROPERTY AND THEREFORE DOES NOT IMPACT THE LESSEES INTENDED USE OF THE SUBJECT PROPERTY.

(20) VILLAGE OF LAKE ZURICH ORDINANCE NO. 2006-04-51 RECORDED SEPTEMBER 25, 2007 AS DOCUMENT 624607 GRANTING A SPECIAL USE PERMIT TO AUTHORIZE CONSTRUCTION OF A WIRELESS TELECOMMUNICATIONS TOWER AND EQUIPMENT STRUCTURE AT 505 TELSER ROAD. (FOR FURTHER PARTICULARS, SEE RECORD). THIS DESCRIBES THE UNDERLYING TOWER LEASE AND EASEMENT. DOES APPLY AND IS PLOTTED AND SHOWN.

(21) INFORMATION SHOULD BE FURNISHED ESTABLISHING THE PRESENT VALUE OF THE LAND AND IMPROVEMENTS THEREON, IF SUCH VALUE IS GREATER THAN THE AMOUNT OF INSURANCE REQUESTED, THE APPLICATION SHOULD BE AMENDED TO REQUEST AN AMOUNT EQUIVALENT TO THE FULL VALUE OF THE PROPERTY, AND, IN DEFAULT THEREOF, THE RIGHT IS RESERVED TO INSERT IN THE OWNER'S POLICY THE COMPANY'S USUAL COINSURANCE EXCEPTION.

(22) INFORMATIONAL NOTE:  
 TO SCHEDULE RECORDS PLEASE CALL: (630) 871-3352.  
 NA PARCEL OFFICE PLEASE CALL: (630) 416-6800.  
 FOR INQUIRIES RELATING TO THIS COMMITMENT, CALL EXAMINING UNIT AT (630) 871-3350.

**Schedule B-1**

(14) THESE ARE GENERAL STATEMENTS AND NOT SPECIFIC ENCUMBRANCES.

(9) EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

(10) IN ORDER FOR THE COMPANY TO INSURE TITLE COMING THROUGH THE SALE OR TRANSFER OF LAND FROM THE MUNICIPALITY IN TITLE, WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE ORDINANCE OR RESOLUTION AUTHORIZING THE CONVEYANCE, TOGETHER WITH THE NUMBER OF AYES AND NAYS FOR ITS PASSAGE, AND EVIDENCE OF ANY REQUIRED PUBLICATION.

IF SAID MUNICIPALITY IS A "HOME RULE UNIT" PURSUANT TO ARTICLE 7, SECTION 6 OF THE ILLINOIS CONSTITUTION, WE SHOULD BE FURNISHED EVIDENCE OF COMPLIANCE WITH THE MUNICIPALITY'S ORDINANCE(S) WHICH RELATE TO THE SALE OR TRANSFER OF MUNICIPAL PROPERTY.

THIS COMMITMENT IS SUBJECT TO SUCH ADDITIONAL EXCEPTIONS, IF ANY, AS MAY BE DHEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

(11) NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED, IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 285/1 ET SEQ.).

(12) TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE BY THE VILLAGE OF LAKE ZURICH RECORDED JANUARY 15, 1992 AS DOCUMENT 3104597, APPROVING A FINAL PLAT OF SUBDIVISION FOR LAKE ZURICH INDUSTRIAL CENTER, APPLIES TO THE PARENT PARCEL.

(13) BUILDING SETBACK LINE 30 FEET EAST OF THE WEST LINE, 40 FEET WEST OF THE EAST LINE, 25 FEET NORTH OF THE SOUTH LINE OF LOT LINE AND <25 FEET SOUTH OF THE NORTH LOT LINE ALONG THE EASTERLY 245 FEET OF LOT 1, AS SHOWN ON PLAT OF SAID SUBDIVISION. DOES APPLY AND IS PLOTTED AND SHOWN.

(14) UTILITY EASEMENT OVER THE SOUTHERLY, EASTERLY, AND WESTERLY 10 FEET AS SHOWN ON PLAT OF SAID SUBDIVISION. DOES APPLY AND IS PLOTTED AND SHOWN.

(15) EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY, AND ITS THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED FILED AS DOCUMENT NO. 319838, AFFECTING THE EASTERLY 10 FEET OF THE LAND. DOES APPLY AND IS PLOTTED AND SHOWN.

DRAFTED BY  
AND RETURN TO:  
Davis & Kuelthau, s.c.  
300 North Corporate Drive, #150  
Brookfield, WI 53045-5804  
(Site Name: Main & Quentin | 281773)  
(Prepared by Rodney W. Carter Telephone No. (262) 792-2405)

**MEMORANDUM OF TOWER LEASE AGREEMENT**

THIS MEMORANDUM OF TOWER LEASE AGREEMENT (“Memorandum”) is made and entered into as of the \_\_\_\_\_, 2015, by and between Village of Lake Zurich, with its principal address located at 70 East Main Street, Lake Zurich, Illinois 60047 (“Lessor”) and Chicago SMSA LP d/b/a Verizon Wireless (“Lessee”) with its principal offices at c/o Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097. Lessor and Lessee are at times collectively referred to hereinafter as the “Parties”.

1. Lessor and Lessee entered into a Land Lease Agreement (“Lease”) dated of even date herewith. The Lease has an initial term of five (5) years and shall be subject to extension as set forth in Paragraphs 4 and 6 of the Lease between Lessor and Lessee.

2. As set forth in the Lease, Lessor leases to Lessee a portion of the property located at 505 Telser Road, Village of Lake Zurich, Lake County, Illinois, (the entirety of Lessor’s property is referred to hereinafter as the “Property”, and is more fully described in Exhibit A, which is attached hereto and incorporated herein), which consists of certain land and tower space sufficient for the installation of Lessee’s equipment, together with the non-exclusive right for ingress and egress seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, to the demised premises. The land space, tower space, demised premises and right-of-way are hereinafter collectively referred to as the “Premises”. The Premises are described in Exhibit B, which is attached hereto and made a part hereof, and as shown on the Plat of Survey, which is attached hereto and incorporated herein as Exhibit B.

3. The Commencement Date of the Lease is the date specified in the Lease.

T:\DOCS\83009\00155\6371167.1

4. Lessor and Lessee have executed and delivered this Memorandum for the purpose of memorializing, of record, their mutual understandings regarding the Lease. All of the terms, covenants and conditions regarding the foregoing are more particularly set forth in the Lease. In the event of conflict between the terms and condition set forth in this Memorandum and the terms and conditions set forth in the Lease, the and conditions of the Lease shall govern and control.

5. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and incorporated herein by reference.

6. This Memorandum may be executed in counterparts, which when taken together shall be deemed to constitute one original document.

*[Remainder of Page Intentionally Left Blank: Signature & Exhibit Pages Follow]*

IN WITNESS WHEREOF, LESSOR and LESSEE have signed and sealed this Memorandum of Lease as of the date and year first above written.

**LESSOR:**

**Village of Lake Zurich**

By: \_\_\_\_\_  
Tom Poynton  
Its: Mayor

By: \_\_\_\_\_  
Kathleen Johnson  
Its: Clerk

STATE OF ILLINOIS            )  
  )    SS  
COUNTY OF \_\_\_\_\_ )

Personally came before me on \_\_\_\_\_, 2015, the above-named **Tom Poynton and Kathleen Johnson**, to me known by the persons who executed the foregoing instrument and acknowledged to me that they executed the same in their authorized capacity, and that by his/her signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission (is permanent)  
(expires) \_\_\_\_\_

*[Signature and Acknowledgement of Lessee Appear on Following Page]*

**LESSEE:**

**Chicago SMSA LP d/b/a Verizon Wireless  
by Celco Partnership,  
Its General Partner**

By: \_\_\_\_\_  
Name: Lynn Ramsey  
Title: Area Vice President Network

STATE OF ILLINOIS            )  
  )    SS  
COUNTY OF COOK            )

Personally came before me on \_\_\_\_\_, 2015, the above-named **Lynn Ramsey**, to me known by the person who executed the foregoing instrument and acknowledged to me that they executed the same in their authorized capacity, and that by his/her signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission (is permanent)  
(expires) \_\_\_\_\_

THIS INSTRUMENT DRAFTED BY AND  
RETURN TO:  
Attorney Rodney W. Carter  
Davis & Kuelthau, s.c.  
300 N. Corporate Drive, Suite 150  
Brookfield, WI 53045  
Phone: 262-792-2405  
Facsimile: 262-792-2461

**EXHIBIT A**

**Legal Description**

**THAT PART OF LOT 1 IN LAKE ZURICH INDUSTRIAL CENTER UNIT 4A, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 15, 1992 AS DOCUMENT 3104597, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 FOR A POINT OF BEGINNING; THENCE NORTH 0 DEGREES 6 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF LOT 1, 446.80 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 18 SECONDS EAST 259.65 FEET; THENCE SOUTH 0 DEGREES 1 MINUTE 2 SECONDS EAST 98.54 FEET ; THENCE SOUTH 89 DEGREES 41 MINUTES 18 SECONDS EAST 545.69 FEET; THENCE SOUTH 0 DEGREES 1 MINUTE 2 SECONDS EAST 348.24 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS WEST, 806.10 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.**

**EXHIBIT B**

**Leased Premises Legal Description & Survey**



**Edge Consulting Engineers, Inc.**  
624 W. Main Street  
P.O. Box 1000, W. 305/8  
Lake Zurich, IL 60047  
848.441.1669 Fax  
www.edgeconsult.com

**verizon wireless**  
1515 WOODFIELD ROAD  
SUITE 1400  
SCHLAUMBURG, IL 60173

**MERIDIAN SURVEYING, LLC**  
1000 W. Main Street  
Meriden, IL 60452  
Phone: 815-935-2881  
Fax: 815-935-2837

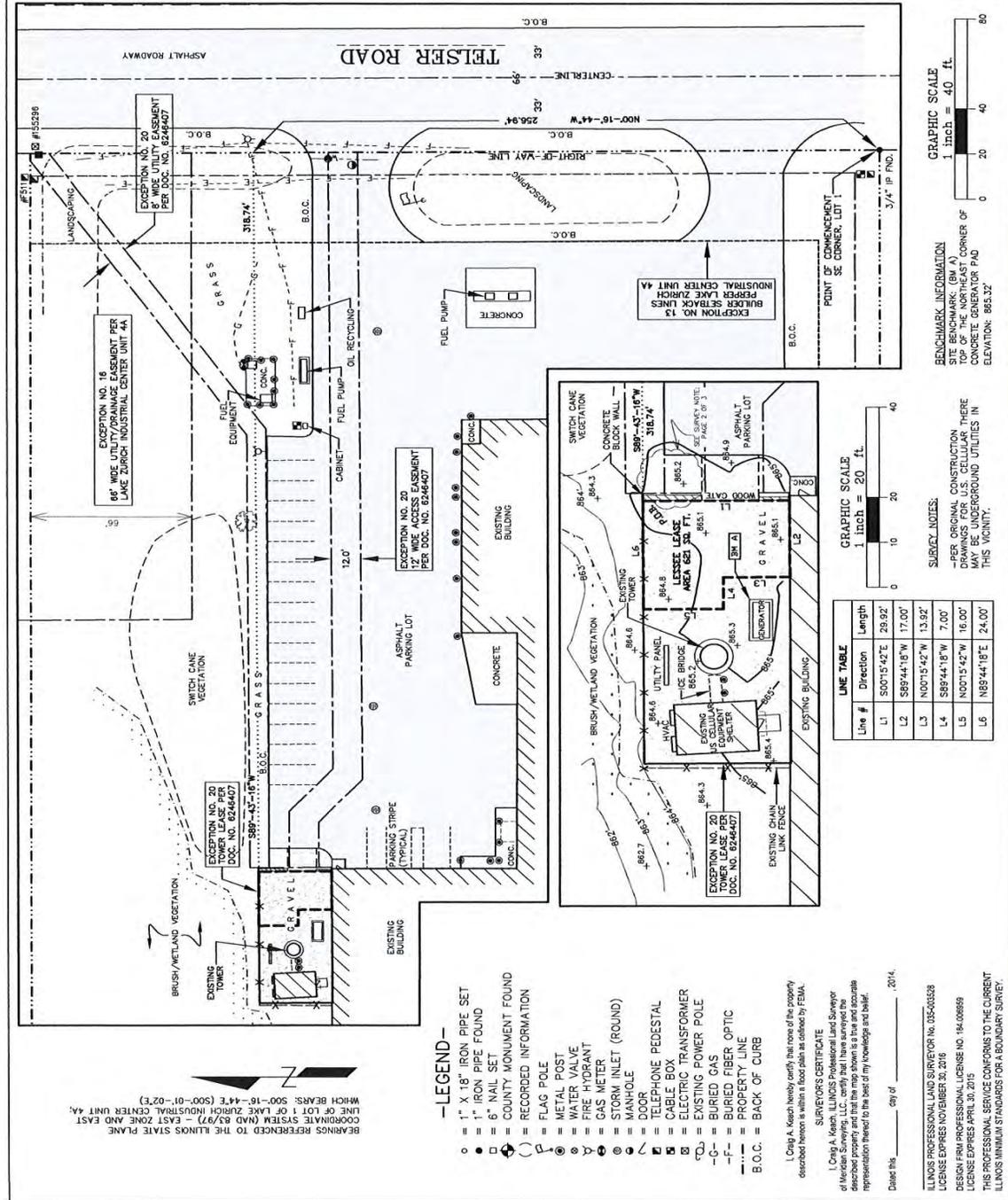
**SURVEYED FOR:** MAIN AND QUENTIN  
SITE NUMBER: 281773  
SITE ADDRESS: 505 TELSER ROAD  
LAKE ZURICH, IL 60047

**PROPERTY OWNER:** VILLAGE OF LAKE ZURICH  
75 E. MAIN STREET  
LAKE ZURICH, IL 60047  
**TOWER OWNER:** U.S. CELLULAR  
1000 W. MAIN AVENUE  
CHICAGO, IL 60631  
PARCEL NO.: 14-16-202-031  
ZONED: IB  
DEED: DOCUMENT NO. 3672048

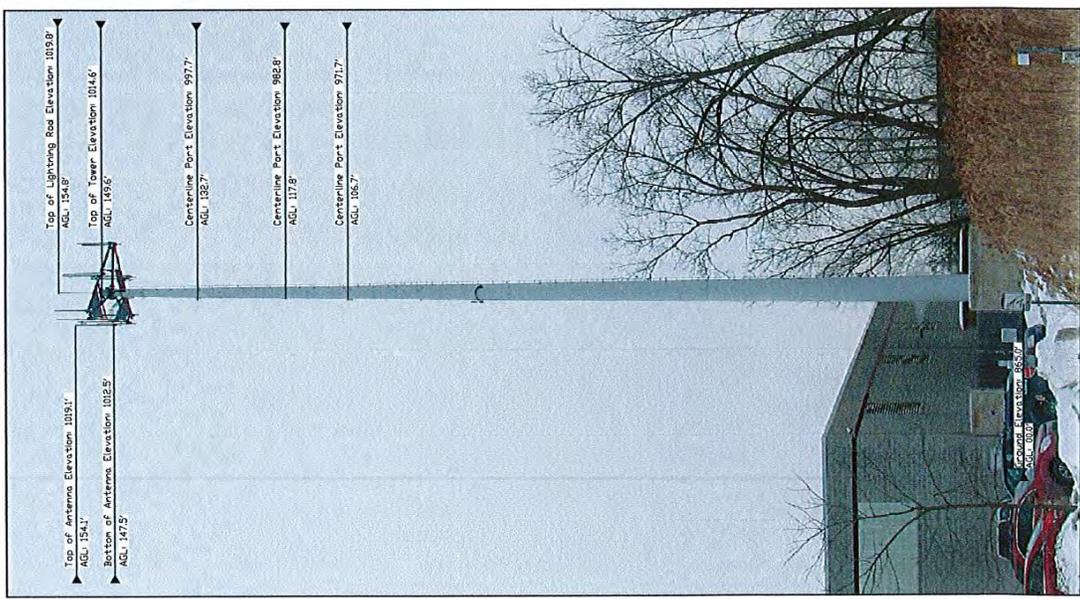
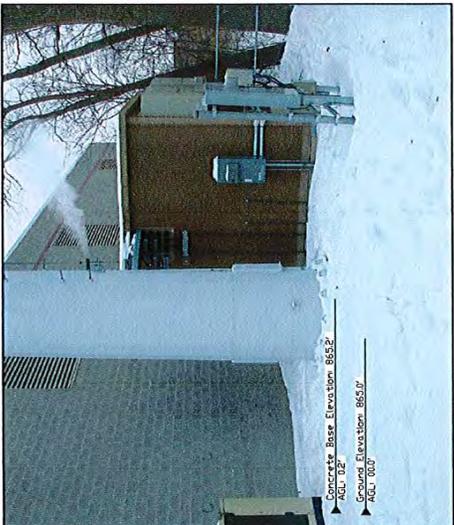
**LEASE EXHIBIT**  
FOR  
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (V/W) PERSONAL WIRELESS  
A PART OF THE SW 1/4 OF THE NE 1/4,  
SECTION 16, TOWNSHIP 34 N., RANGE 10 E.,  
THE 3rd P.M., TOWNSHIP OF ELA,  
LAKE COUNTY, ILLINOIS

NO.	DATE	DESCRIPTION	BY
3	10-23-14	Added Lease Parcel	J.D.
2	9-17-14	Added Title Report	J.B.
1	2-05-14	Preliminary Survey	J.D.

**FIELD WORK:** 1-31-14  
**DATE:**  
**CHECKED BY:** C.A.K. **FIELD BOOK:** M-28 PG. 91  
**JOB NO.:** 7518-B1569 **SHEET:** 2 OF 4



<p><b>Edge</b>                  Consulting Engineers, Inc.                  624 Wayne Street                  Phone: 630-561-1337                  630-561-1469 voice                  630-561-1569 fax                  www.edgeconsult.com</p>	<p><b>verizon</b>wireless                  1315 WOODFIELD ROAD                  SUITE 100                  SCHLAIBURG, IL 60173</p>	<p><b>MERIDIAN</b>                  SURVEYING, LLC                  18774 Freese 1                  Menasha, WI 54952                  Office: 920-993-0881                  Fax: 920-273-6037</p>	<p><b>SITE NAME:</b> MAIN AND QUENTIN  <b>SITE NUMBER:</b> 281773  <b>SITE ADDRESS:</b> 505 TELSER ROAD                  LAKE ZURICH, IL 60047</p>	<p><b>PROPERTY OWNER:</b>                  VILLAGE OF LAKE ZURICH                  70 E. MAIN STREET                  LAKE ZURICH, IL 60047  <b>TOWER OWNER:</b>                  US CELLULAR                  8410 W. BRYN MAWR AVENUE                  CHICAGO, IL 60631  <b>PARCEL NO.:</b> 14-16-202-031  <b>ZONED:</b> IB  <b>DEED:</b> DOCUMENT NO. 3672048</p>	<p><b>LEASE EXHIBIT</b>                  FOR                  VERIZON WIRELESS PERSONAL                  COMMUNICATIONS LP d/b/a VERIZON WIRELESS                  A PART OF THE SW1/4 OF THE NE1/4,                  SECTION 16, T.43N., R.10E., OF                  THE 3rd P.M., TOWNSHIP OF ELA,                  LAKE COUNTY, ILLINOIS</p>
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NO.	DATE	DESCRIPTION	J.D.
3	10-23-14	Added Lease Parcel	J.D.
2	9-17-14	Added Title Report	J.B.
1	2-05-14	Preliminary Survey	J.D.
			B.T.

**DRAWN BY:** J.D. **FIELD WORK DATES:** 1-31-14  
**CHECKED BY:** C.A.K. **FIELD BOOK:** M-28, PG. 81  
**JOB NO.:** 7518-BT569 **SHEET 3 OF 4**





*At the Heart of Community*

TECHNOLOGY DEPARTMENT

70 East Main Street  
Lake Zurich, Illinois 60047

(847) 438-5141  
LakeZurich.org

AGENDA ITEM

6H

MEMORANDUM

Date: July 28, 2015  
To: Jason Slowinski, Village Manager  
From: Michael Duebner, Innovation Director   
CC: Steve Husak, Chief of Police  
Subject: Starcom Radio Project

**Issue:** Transition of Police dispatch communication services from in-house radio system to Lake County shared Starcom 21 radio network.

**2014-2019 Strategic Plan:** This agenda item is consistent with Goal #4 Service Sustainability, Objective: Identify methods of alternative service delivery

**Analysis:** The Lake Zurich Dispatch Center relies on a complex in-house radio system to communicate with police officers in the field from Lake Zurich, Hawthorn Woods, Kildeer and Island Lake. Staff has identified troublesome developments that threaten the long term viability of this service delivery model:

1. The UHF T-Band used by our radio system is due to be vacated by public safety in the next 3 to 5 years as part of a give back requirement negotiated by the FCC in 2013.
2. Most of the receivers and transmitters are 12 to 15 years of age or older and are past their useful life. Future investments in this radio system is ill advised due to the entire system having to be scrapped in just a few years.
3. The radio system uses AT&T circuits to connect receivers and transmitters. AT&T has been raising the price for these circuits by 15% every 6 months and intends to continue the cycle to force customers off these circuits. Our present cost for all circuits is nearly \$10,000 a month.
4. The front end of the dispatch center consoles are PC workstations that are over 10 years old and need to be replaced.

The alternative service delivery model researched by staff is to transition to the Lake County Sheriff's greatly enhanced Starcom 21 radio network that is due to go live near the end of the year. The Starcom radio network is already available throughout the State of Illinois and is supported by subscriber fees. Agencies purchase a Starcom compliant radio and then pay a monthly fee to use the network without having to deploy their own transmitters or receivers.

As part of Lake County's RFP, special pricing for portable and mobile radios was secured through September 1, 2015 for agencies that wish to join the Starcom 21 network. Staff solicited two quotes for necessary dispatch center upgrades from Motorola Solutions, Inc. (Attachment A) and Radicom Business Communications Systems (Attachment B).

Proposal Summary

<b>Scope of Work</b>	<b>Motorola</b>	<b>Radicom</b>
Dispatch center upgrades	83,771.00	108,082.46
Decommission old systems as necessary	N/A	10,960.00
Starcom Radios (25 PD, 5 FD)	118,316.00	N/A

Radicom is the Village's existing radio vendor that has delivered years of satisfactory service and has kept pace with the changing requirements of the dispatch center. While Radicom's proposal is approximately \$25,000 more expensive it includes two key elements not provided by the Motorola proposal:

- 1) Maintains functionality of radio ID and emergency button.
- 2) Includes needed upgrades to the dispatch consoles with new front end workstations.

Starcom portable and mobile radios would be purchased through Motorola taking advantage of the special Lake County pricing. Radicom would upgrade the dispatch center and install Starcom 21 compliant and fully interoperable Harris radios.

Depending on the location of our transmitter and receiver sites some decommissioning costs will be incurred as private property owners will want to see antennas and other equipment removed from their facilities.

The budgeted amount for this project was \$199,000. We anticipate unbudgeted savings from cancelling AT&T circuits and taking transmitters and receivers off maintenance as the in-house radio network is shut down. We are also working with another group of communities on a larger group purchase of portable radios that should reduce the final cost of the project.

**Recommendation:** Staff is recommending the Village Board authorize the Village Manager to execute contracts related to the Starcom Radio Project with Motorola and Radicom not to exceed \$238,000.

w/Attachments:

Motorola Proposal  
Radicom Proposal



**Radicom Inc**  
 Phone: 815-385-4224  
 Fax: 815-385-4368  
 2604 Chapel Hill Rd.  
 McHenry, IL 60051-3631

**Quote**  
 No.: **3343**  
 Date: 6/11/2015

Prepared for:  
 Lea Kelly (847) 438-2349  
 Lake Zurich Police Dept  
 200 Mohawk Trail  
 Lake Zurich, IL 60047 U.S.A.

Prepared by: Mark A. Junkunc  
 Account No.: 1050  
 Phone: (847) 438-2349  
 Fax: (847) 438-5966

Quantity	Item ID	Description	UOM	Sell	Total
<b>Zetron Console upgrades to support new PC's, Win7, USB touch screens and P25 with unit ID.</b>					
4	905-0177	UPGRADE, M4217, to INTEGRATOR RD v5, W/ PC / RS-422 sys	EA	\$6,860.00	\$27,440.00
2	950-9692	CARD,ZETRON,M4048,CCE SYSTEM TRAFFIC	EA	\$2,545.00	\$5,090.00
4	930-0081	PAGING, PACKAGE, EXTENDED, INTEGRATOR RD, R01 OPTION	EA	\$0.00	\$0.00
5	950-0467	Firmware, Zetron Console Card, M4020/4048 ,INTERFACE	EA	\$420.00	\$2,100.00
12	950-0186	FIRMWARE,DUAL CH,UNIVERSAL & TONE/LOCAL	EA	\$420.00	\$5,040.00
6	950-0189	FIRMWARE, AUX I/O CARD	EA	\$420.00	\$2,520.00
3.00	Material	Firmware, Harris M-Series Radio Interface (950-1210)	EA	\$420.00	\$1,260.00
3.00	Material	Firmware, Dual channel card Harris M-Series, 950-1155	EA	\$420.00	\$1,260.00
4.00	Material	Monitor, 22in Widescreen LCD USB Touchscreen, Single Capacitive touch	EA	\$1,780.00	\$7,120.00
4	C375-2100	Speakers, PC, Stereo, Multi-Media, Pair, Black	EA	\$41.00	\$164.00
1.00	Material	PC System, Replacement server, monitor, rs-232 interface, setup	EA	\$2,250.00	\$2,250.00
2	950-1113	Card, Dual channel, Zetron, for Harris M7300	EA	\$3,195.00	\$6,390.00
4	905-0366	Interface, Zetron, Harris M7300 series	EA	\$2,940.00	\$11,760.00
2	950-1111	Kit, Interface Mounting, 2 Channel 19 in. Rack Mount	EA	\$165.00	\$330.00
4.00	Non Inventory 20	Misc, Cables, Jumpers, Connectors, Consumables (per position)	EA	\$125.00	\$500.00
32.00	Labor PW R	Labor Radio system	HR	\$115.00	\$3,680.00
		Labor Rate for Prevailing Wage			
3.00	TripZone3	Trip /Travel Charge within zone 3	HR	\$95.00	\$285.00
<b>Zetron items Subtotal</b>					<b>\$77,189.00</b>
<b>Control Station Radio Items, (supplies 4 base units)</b>					
1.00	Material	Cabinet, Equipment Cabinet, Rack mount, USED N/C	EA	\$0.00	\$0.00

**Quote**  
 No.: **3343**  
 Date: **6/11/2015**

Quantity	Item ID	Description	UOM	Sell	Total
1.00	Material	Combiner, Control Station, 748-860 Mhz, 8 port, RFI CS748-60805-SN	EA	\$8,590.00	\$8,590.00
4.00	Material	Power Supply, 15A, 13.6Vdc, Rack Mount ICT12012-15AR	EA	\$259.00	\$1,036.00
4	U3	Shelf, Utility,3RU,5.25 IN,RACK	EA	\$71.57	\$286.28
2	MFBW7463	Antenna, 746-869 MHZ, 3 DBD GAIN, OMNIDIRECTIONAL, N(F), VERTICAL	EA	\$299.00	\$598.00
2.00	Non Inventory 20	Antenna mount hardware for wall mount on building	EA	\$65.00	\$130.00
180	LCF12-50J-P7	Cable, 1/2" RFS CELLFLEX Coaxial	FT	\$2.50	\$450.00
2.00	Material	Connector, RFS, 1/2in, N Female	EA	\$27.00	\$54.00
2.00	Material	Connector, RFS, 1/2in, N Male	EA	\$27.00	\$54.00
2.00	Material	Jumper, RF, 1/2in Superflex, indoor	EA	\$95.00	\$190.00
4.00	Non Inventory 20	Misc, Coax, Jumpers, Connectors, Consumables (per RF Radio)	EA	\$185.00	\$740.00
2	IS-B50HN-C2-MA	Protector, Coaxial, 125-1000 Mhz, N(M) - N(F)	EA	\$101.09	\$202.18
1.00	Material	Grounding Materials for Cabinet and Antenna system.	EA	\$123.00	\$123.00
<b>Harris Radio Items</b>					
4	MAMW-SDMXX	Radio, M7300 Mob, Harris, 700/800 Mhz	EA	\$1,495.00	\$5,980.00
4	MAMW-NCP9G	Control Unit, Scan, Front Mt, Harris M7300	EA	\$445.25	\$1,781.00
4	MAMW-PKGPT	Feature Pack, P25 Trunking	EA	\$978.00	\$3,912.00
4	MW-PL4F For XG-75M / M7300	P25 Phase 2, TDMA	EA	\$162.50	\$650.00
4	MAMW-NPL7M	Encryption, 25B-AES for P25	EA	\$321.75	\$1,287.00
4	MAMW-NPL3R	Feature, 1024 Systems/Groups	EA	\$0.00	\$0.00
4	MAMW-NCL8B	Options cable, M7300 to provide interface.	EA	\$190.00	\$760.00
4	MAMW-NZN6W	Mounting Kit, Harris M7300, Front Mt, below 50w	EA	\$235.00	\$940.00
24.00	Labor PW Inst R	Labor Install Radios & Antenna system on site	HR	\$115.00	\$2,760.00
4.00	Labor ProgR	Labor Template design, Programming Radio, Building Rack	HR	\$45.00	\$180.00
2.00	TripZone3	Trip /Travel Charge within zone 3	HR	\$95.00	\$190.00
<b>Control Station &amp; Antenna system Subtotal</b>					<b>\$30,893.46</b>

**Post Cut-Over system decommission items.**

**At each site to be decommissioned, Radicom will ensure that the LZFD VHF Fire radio service system will remain fully intact. We will coordinate with each site owner to provide basic weather plugs / caulk to seal holes due to the removal of this equipment.**

**Quote**

No.: **3343**  
 Date: 6/11/2015

Quantity	Item ID	Description	UOM	Sell	Total
16.00	Labor PW Inst R	Labor to remove Palus Park PD1 Receiver & Antenna System	HR	\$115.00	\$1,840.00
16.00	Labor PW Inst R	Labor to remove Countryside FD tower PD1 & PD2 Receiver & Antenna System	HR	\$115.00	\$1,840.00
16.00	Labor PW Inst R	Labor to remove Hawthorn Woods PD PD1 & PD2 Receiver & Antenna System	HR	\$115.00	\$1,840.00
16.00	Labor PW Inst R	Labor to remove Good Shepard Hosp building PD1 Receiver & Antenna System	HR	\$115.00	\$1,840.00
16.00	Labor PW Inst R	Labor to remove Kemper building PD1 Receiver & Antenna System	HR	\$115.00	\$1,840.00
16.00	Labor PW Inst R	Labor to remove Contintal Auto building PD1 & PD2 Receiver & Antenna System	HR	\$115.00	\$1,840.00
24.00	Labor PW Inst R	Labor to remove RCA tower PD1 Repeater & PD2 Receiver & Antenna Systems	HR	\$115.00	\$2,760.00
24.00	Labor PW Inst R	Labor to reconfigure LZPD tower PD1 & PD2 System as stand alone. Removes Voters	HR	\$115.00	\$2,760.00
8.00	Discount 20 Labor	Trade-In / Salvage value of all removed items per site. (Electronics, Hardware, Antennas, Cables)	EA	(\$700.00)	(\$5,600.00)
<b>Subtotal Footer 1</b>					<b>\$10,960.00</b>

**Your Price:**                       
**Total:**                       
                      
                      
**\$119,042.46**

Prices are firm until 10/15/2015                      Terms: Upon Receipt

**Prepared by:** Mark A. Junkunc, mjunkunc@radicom.com

**Date:** 6/11/2015

The Zetron series 4000 with Integrator RD remains in current production.  
 This quote is to upgrade Lake Zurich's Zetron series 4000 and Integrator RD to the newest version software & update the hardware as needed to accommodate adding P25 control stations..  
 Includes, PC's, Touch Screens, new Integrator RD software, (4) Harris control stations set up for Lake Co P25 use and installation.  
 Each P25 control station has to ability to display the unit ID with emergency to each of the console positions.  
 Analog record audio will be presented to the logging recorder for each of the (4) control stations. Record audio will follow the group selected on each control station.  
 Lake Zurich will be responsible to configure the logging recorder to accept the 4 analog audios.  
 Any console can change the talk group on the control stations.  
 This quote does not include the IDEN service as it has been discontinued.

Starcom Fees to be paid by Lake Zurich directly to Motorola.  
 Terms will be 50% invoiced upon purchase order, 40% upon equipment delivery, and 10% upon operation.  
 Radicom has offered a salvage value based on receiving all the decommissioned equipment at each site listed.  
 Current estimated lead time for completion is 9 weeks after receipt of PO and initial 50% payment.

**Quote**

No.: **3343**  
Date: 6/11/2015

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Disclaimer**

To accept this quote, please Sign, Date, and return it to Radicom

- (1) Immediate access to any work areas is required.
- (2) Work will be performed from 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays unless otherwise arranged.
- (3) Information and materials contained in this quote exhibits a technical expertise and is intended to be viewed by the customer that it is addressed to. No part of this information shall be divulged to any entity that would use it to formulate a competitive offer.
- (4) Specifics, such as lengths, genders, and part numbers will be reviewed and/or verified at time of order to ensure accuracy.
- (5) Unless specifically stated, all sales are for domestic use.
- (6) Unless previously arranged, for quotes in excess of \$5,000.00 Radicom requests 50% payment upon approval / purchase order

Addendum Date Jan 1, 2016

Customer \_\_\_\_\_

Radicom



**Radicom**  
 Business Communications Systems

**Lake Zurich P.D. Fixed Equipment**

**Radicom Inc. Service Contract Equipment list Addendum "A"**

Unit Make	Model Name	Description	Unit Number	Serial Number	Location	Qty	Unit Price	Monthly Price	24hr Item	Service Location	
ZETRON	4048	31 items incl. EDACS, Radio and Console interfaces, etc.	COMM ROOM	N/A	COMM ROOM	1	\$81.68	\$81.68	Y	On Site	Add Cards
ZETRON	4217	CENTRAL EQUIP CABINET	DISPATCH	N/A	DISPATCH	4	\$7.50	\$30.00	Y	On Site	Updated
ZETRON	INTEGRATOR RD	Audio Control Panels W/93D-0081	DISPATCH	N/A	DISPATCH	5	\$21.00	\$105.00	Y	On Site	Updated
ELO	1725L	17" LCD. ACCUTOUCH MONITOR	DISPATCH	727143095C	DISPATCH	1	\$7.50	\$7.50	Y	On Site	Updated
ELO	1725L	17" LCD. ACCUTOUCH MONITOR	DISPATCH	727143097C	DISPATCH	1	\$7.50	\$7.50	Y	On Site	Updated
ELO	1725L	17" LCD. ACCUTOUCH MONITOR	DISPATCH	7271430103C	DISPATCH	1	\$7.50	\$7.50	Y	On Site	Updated
ELO	1725L	17" LCD. ACCUTOUCH MONITOR	DISPATCH	K09C003935	DISPATCH	1	\$7.50	\$7.50	Y	On Site	Updated
ZETRON	1725C	17" LCD. MONITOR	DISPATCH	7A450E01A900569	DISPATCH	0	\$3.75	\$0.00	Y	On Site	Updated
ZETRON	950-9609	INTERCOM CONTROL UNIT	COMM ROOM	N/A	COMM ROOM	1	\$13.25	\$13.25	Y	On Site	Updated
ZETRON	950-0772	IDEN I325 MODULE	COMM ROOM	270685-019	COMM ROOM	0	\$6.50	\$0.00	N	On Site	Removed
AIPHONE	LEF	DOOR SPEAKER UNITS	COMM ROOM	N/A	LOBBY	0	\$1.00	\$0.00	N	n/c	
VALCOM	V-765-BK	RADIO CONSOLE SPEAKER	COMM ROOM	N/A	COMM ROOM	0	\$1.00	\$0.00	N	n/c	
RADICOM	CELL DOOR INTERFACE	RELAY UNIT	COMM ROOM	N/A	COMM ROOM	0	\$6.25	\$0.00	N	n/c	
TELEWAYE	TPRD-4744	DUPLEXER, TELEWAVE, 4-CAVITY	COMM ROOM	7712		0	\$6.25	\$0.00	N	n/c	
HARRIS	MAHG-58MXX	RADIO, 800 MHZ, EDACS, M7100	COMM ROOM	9331047	COMM ROOM	1	\$11.25	\$11.25	Y	On Site	Replaced as P25
HARRIS	MAHG-58MXX	RADIO, 800 MHZ, EDACS, M7100	COMM ROOM	9331049	COMM ROOM	1	\$11.25	\$11.25	Y	On Site	Replaced as P25
HARRIS	D28LPX	RADIO, 800 MHZ ORION, EDACS	EQ. ROOM 1	2503569	EQ. ROOM 1	1	\$11.25	\$11.25	Y	On Site	Replaced as P25
HARRIS	D28LPX	RADIO, 800 MHZ ORION, EDACS	EQ. ROOM 1	2503569	EQ. ROOM 1	1	\$11.25	\$11.25	Y	On Site	Added as P25
MOTOROLA	MAXTRAC	WALUCONDA PD	CAB 1-SHELTER	N/A	CAB 1-SHELTER	0	\$8.75	\$0.00	N	On Site	
KENWOOD	TKR-750V2	FIRE GROUND8 RX	CAB 1-SHELTER	80100306	CAB 1-SHELTER	1	\$24.15	\$24.15	Y	On Site	
KENWOOD	TKR-750V2	IFERN/MABAS TX/RX	CAB 1-SHELTER	B1600066	CAB 1-SHELTER	1	\$24.15	\$24.15	Y	On Site	
MIA-COM	SRHM01 MASTER 3 RX	IREACH Receiver	CAB 2-SHELTER	98779566	CAB 2-SHELTER	1	\$50.10	\$50.10	Y	On Site	
MIA-COM	SRHM01 MASTER 3 TX/RX	POINT BASE	CAB 2-SHELTER	98778752	CAB 2-SHELTER	1	\$50.10	\$50.10	Y	On Site	
MIA-COM	MASTER 3 RX	TALK-AROUND 470.7375	CAB 4-SHELTER	98778568	CAB 4-SHELTER	1	\$52.84	\$52.84	Y	On Site	
MIA-COM	SXHM01 MASTER 3 TX/RX	155.835TX/RX-155.065 TX-BASE	CAB 2-SHELTER	1366357	CAB 2-SHELTER	1	\$43.75	\$43.75	Y	On Site	
KENWOOD	TKR-750K TX/RX	LAKE COUNTY F1 BASE	CAB 1-SHELTER	B1600071	CAB 1-SHELTER	1	\$24.15	\$24.15	Y	On Site	
MIA-COM	SXHM01 MASTER 3 TX/RX	155.085TX/RX-155.370 TX-BASE	CAB 3-SHELTER	1389524	CAB 3-SHELTER	1	\$43.75	\$43.75	Y	On Site	
MIA-COM	SRHM01 MASTER 3 RX	ISPERN, 155.475 RX	CAB 4-SHELTER	1735418	CAB 4-SHELTER	0	\$11.25	\$11.25	Y	On Site	
MIA-COM	SXUM01 MASTER 3 RX	STAND BY RPTR FOR F-1	CAB 4-SHELTER	1654052	CAB 4-SHELTER	1	\$43.75	\$43.75	Y	On Site	
MIA-COM	SRVN01 MASTER 3 RX	473.7375 VOTING RECEIVER	GOOD SHEPHERD	1675043	GOOD SHEPHERD	1	\$25.50	\$25.50	Y	On Site	Removed
MIA-COM	SRVN01 MASTER 3 RX	473.7375 VOTING RECEIVER	KEMPER	1720724	KEMPER	1	\$25.50	\$25.50	Y	On Site	Removed
MIA-COM	SRVN01 MASTER 3 RX	473.7375 VOTING RECEIVER	H.W.P.D.	98775835	H.W.P.D.	1	\$25.50	\$25.50	Y	On Site	Removed
MIA-COM	SRVN01 MASTER 3 RX	480.3875 VOTING RECEIVER	H.W.P.D.	98775836	H.W.P.D.	1	\$25.50	\$25.50	Y	On Site	Removed
MIA-COM	SRVN01 MASTER 3 RX	473.7375 VOTING RECEIVER	COUNTRYSIDE	98775833	COUNTRYSIDE	1	\$25.50	\$25.50	Y	On Site	Removed
MIA-COM	SRVN01 MASTER 3 RX	480.3875 VOTING RECEIVER	COUNTRYSIDE	98775834	COUNTRYSIDE	1	\$25.50	\$25.50	Y	On Site	Removed
MIA-COM	SRHN01 MASTER 3 RX	RECEIVER, 150.8-174 MHZ	RED CENTER	626331	RED CENTER	1	\$22.50	\$22.50	Y	On Site	
MIA-COM	MASTER 3 RX	473.7375 VOTING RECEIVER	PAULUS PARK	1782337	PAULUS PARK	1	\$25.50	\$25.50	Y	On Site	Removed
MIA-COM	MASTER 3 RX	480.3875 VOTING RECEIVER	LZ STANN SITE	1782337	LZ STANN SITE	1	\$25.50	\$25.50	Y	On Site	Removed
TAIT	S952-J0H3-00EQ-A4B0	RADIO, RPTR, 100W, TB9100	LZ STANN SITE		LZ STANN SITE	0	\$79.00	\$79.00	Y	On Site	Removed

This sheet last modified 7/11/2015

Addendum Date Jan 1, 2016  
 Customer \_\_\_\_\_



Radicom

**Lake Zurich P.D. Fixed Equipment**

Radicom Inc. Service Contract Equipment list Addendum "A"										
TAIT	TBA40H3-PACO	RECITER, TB9100 P25	LZ STANN SITE	LZ STANN SITE	0	\$0.00	\$0.00	Y	On Site	Removed
TAIT	TBA90H0-0000	AMP POWER, TB8100/9100	LZ STANN SITE	LZ STANN SITE	0	\$0.00	\$0.00	Y	On Site	Removed
TAIT	TBA30A0-0100	POWER SUPPLY, AC, TB8100/9100	LZ STANN SITE	LZ STANN SITE	0	\$0.00	\$0.00	Y	On Site	Removed
M/A-COM	MASTER 3 TX/RX	LZPD-F-2 RPTR STATION	CAB 6-SHELTER	629786	1	\$43.75	\$43.75	Y	On Site	Removed
M/A-COM	SRV/N01 MASTER 3 RX	480.3875 VOTING RECEIVER	CONTINENTAL	9865389	1	\$25.50	\$25.50	Y	On Site	Removed
M/A-COM	SRV/N01 MASTER 3 RX	473.7375 VOTING RECEIVER	CONTINENTAL	9865388	1	\$25.50	\$25.50	Y	On Site	Removed
M/A-COM	VRA01	VOTING CABINET	COMM ROOM	4000132	1	\$52.00	\$52.00	Y	On Site	Removed
M/A-COM	VRA02	VOTING CABINET	COMM ROOM	8563953	1	\$52.00	\$52.00	Y	On Site	Removed
CPI	TTP-216	ZONE TERMINATION, 4-WIRE	COMM ROOM	6053509	0	\$3.75	\$0.00	N	n/c	\$0.00
CPI	TTP1-4W/FPD-C	BOOSTER VOICE OPTIMIZER	VOTER CABT.	10290208	0	\$3.75	\$0.00	N	n/c	Removed
Simulcast Solutions	NBL4	Booster Voice Optimizer	Island Lake PD		1	\$9.75	\$9.75	Y	On Site	Removed
Enhanced options are not included on this contract.										
Contract Value Discount: \$1000.00 to \$4999.99										
Contract Value Discount: \$5000.00 to \$9999.99										
Contract Value Discount: \$10000.00 to \$14999.99										
Contract Value Discount: \$15000.00 to \$19999.99										
Contract Value Discount: \$20000.00 and over										
Advance Annual Payment Discount										
3%										
Yearly Total with Advance Payment:										
3%										
Monthly Total: \$1,215.18										
Annual Total: \$14,582.16										
Contract Value Discount % Rate 3%										
Yearly Total -\$437.46										
\$14,144.70										
-\$424.34										
\$13,720.35										
Estimated Totals \$795.84										
\$9,550.08										
2% -\$191.00										
\$9,359.08										

Notes:

- 1) The base radio equipment charges of \$43.75 for 247 coverage reflects a discount to LZPD of 12.5%.
- 2) The Central Equipment Cabinet houses more than 31 items. The cost for this is \$150 monthly and will be adjusted 10% of 10% yearly.
- 3) Items marked as "0" are not included in this Service Agreement and marked as n/c for "No Coverage".

June 26<sup>th</sup>, 2015

Cliff Hammarstrom  
Vice President Technical Service  
Radicom Inc.  
2604 Chapel Hill Rd.  
McHenry, IL 60051

Dear Cliff,

This is in reference to you enquiry regarding the Zetron 4000 series console availability and support. Be advised that this series console will be manufactured thru 2017 and supported by Zetron for service and parts thru 2023

Should you have any questions, please feel free to call me

Regards



Paul Singh  
Territory Manager/Federal Sales Manager  
[psingh@zetron.com](mailto:psingh@zetron.com)  
630-487-0344 Cell  
630-663-1526 Off



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# Series 4000 Communication Control System

## Spec Sheet



### COMMUNICATIONS CONTROL SYSTEM

The Series 4000 is a programmable, multichannel, multi-position radio control console featuring three operator position styles to meet a variety of user needs.

- Public Safety
  - Police/Fire
  - EMS/Ambulance
  - EOC/Disaster Management Centers
  - Government
- Transportation
  - Aviation
  - Mass Transit
  - Maritime
  - Railways
- Utilities
  - Energy
  - Fresh/Waste Water
  - Oil/Gas
  - Electric
- Facilities Safety & Security
  - Healthcare
  - Corporate/College Campuses
  - Casinos
  - Hotels/Resorts

### SYSTEM OVERVIEW

The Zetron Series 4000 Communications Control System is a full-featured radio dispatch console for a multichannel radio system. It provides operators with an efficient means of monitoring and dispatching with up to 48 radios, both conventional and trunked. A Series 4000 system is comprised of a common control unit and one or more console operator positions.

### Common Control Units (CCU)

The CCU is the central “switch” that routes audio between radio/phone channels and console operating positions. Series 4000 CCUs are available in two capacities to match your application needs.

CCU Model	Channel Capacity	Operating Positions	Cross Channel Patches
4020	20	6	8
4048	48	16*	24

\*15 with patch card installed

### Consoles

The Series 4000 can be controlled and monitored from up to sixteen console operator positions. Three different styles of console positions are available and may be mixed in the same system: rackmount, desktop, and PC-based consoles. Any of these consoles may be located remotely and connected to the Series 4000 via Zetron’s IP Console Gateway.

### Designed for Reliability

Depending on the application, the Series 4000 can be configured for “no single point of failure” or full redundant operation. The Model 4020 and 4048 CCUs, with their dual system buses, may be configured with dual system controllers and dual power supplies to ensure that no single failure will result in a complete loss of operation. For highly critical applications, the Series 4000 CCUs can be configured for full redundant operation.



**Radio Interface Compatibility**

The Series 4000 is compatible with virtually all manufacturers' base stations, control stations, and repeaters utilizing local, standard tone or DC control protocols. Depending upon the configuration of the radio, these control protocols typically support frequency selection, activation of CTCSS tones, main/standby selection, and a host of other functions. The Series 4000 may also support a variety of trunked radio systems using the Wireless Console concept.

The Series 4000 offers exceptional application flexibility to meet a wide range of user requirements. Operating position types can be "mixed or matched", and radios and/or operating positions are easily remoted.

**WIRELESS CONSOLES & INTEROPERABILITY**

Consoles manufactured by trunked radio system manufacturers are typically designed to communicate with their trunked radio infrastructure via wired communications links. While this may provide a few operational advantages (such as the ability to override a conversation in progress) the cost for the additional infrastructure interfaces and the cost of the leased wire circuits can quickly add up. This cost may be justified for a large, main dispatch center, but it may be prohibitive for secondary agencies who are sharing the system.

The *Wireless Console* concept allows the Series 4000 to interface to a wide variety of different trunked radio schemes using subscriber units (mobile radios) as control stations. This avoids the extra cost for additional infrastructure equipment and recurring wireline leases. In most cases, Series 4000 operators can access the full set of features present on the subscriber unit (including PTT ID), but with the subscriber unit located where needed for proper RF coverage. For Wireless Console operation

Zetron's advanced PC-based radio dispatch software, Integrator RD is recommended.

*Because of the wide variety of wireless trunked radio interfaces, Zetron's Series 4000 is an ideal platform to support communications interoperability. The Series 4000 may be used to patch together two or more agencies using different trunked radio schemes to communicate with each other. For on-scene communications, a small version of the Series 4000, the Model 4020, can be installed in a mobile communications van and used for both tactical dispatching, as well as on-scene interoperability patching.*

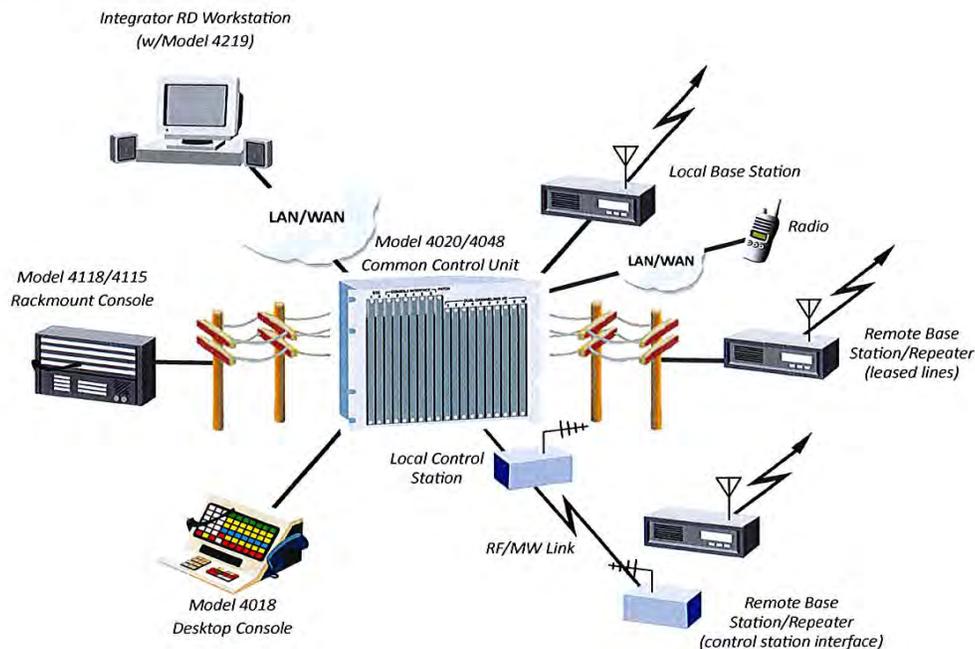
The following is a list of currently available *Wireless Console* interfaces. Certain options for designated radios may be required. Call Zetron for details.

**Motorola ASTRO®**

- Compatible with Motorola ASTRO® Quantar/Quantro base stations via the Motorola DIU-3000 digital interface
- Supports conventional, CAI (P25), ASTRO® 25
- PTT, emergency, channel selection, PL/NAC selection, repeat on/off, coded/clear and encryption key selection

**EF Johnson 5300 Series**

- Compatible with EF Johnson mobile radios 53SL and 53ES Series.
- Supports analog and P25 conventional, and SMARTNET®/SmartZone®, ASTRO® and P25 trunking
- PTT ID, emergency, status messaging and 15 control functions including channel/talk-group selection, PL/NAC selection, talk-around on/off, coded/clear and scan on/off



**Motorola iDEN®/Sprint Direct Connect®**

- Compatible with iDEN and Direct Connect radios
- Supports Nationwide Direct Connect<sup>SM</sup> or cross-fleet private calls and Group Walkie-Talkie (cross fleet group calls) on some radio models
- PTT ID, emergency status messaging, call alerts, local area group calls, target area group calls, and in-fleet private calls

**Harris**

- EDACS® with Harris Orion, Jaguar 725M, M7100IP, and M7300 radios
- P25 with Harris M7100IP and M7300 Radios
- Group and local ID display
- Group calls, individual calls and emergency calls

**MPT 1327**

- Compatible with the Motorola GM1200, Tait T2020, 2035, T2040, and TM8255 radios with MAP27 options
- New 1327 & Kenwood Radios
- Compatible with the Zetron Model 427 for direct connection to Zetron infrastructure
- Compatible with the Tait MAP27 Gateway for direct connection to Tait infrastructure

**Kenwood® TK-x80, TK-x180, TK-5x10, and NEXEDGE™**

- Compatible with the TK-780/7180, 880/8180, 980 and 981 radios
- Supports LTR® and Passport® (TK-x80 and x180) trunking
- Supports P25 conventional and trunking (TK-5x10)
- Supports NEXEDGE™ radios (NX 700 and NX 800)
- Supports a subset of Kenwood Fleetsync™ analog signaling including PTT ID and status ID display
- 15 control functions including channel or talk group selection, monitor, coded/clear and talk-around

**FEATURE SUMMARY**

The Series 4000 was designed to simplify the job of operating a multichannel system, allowing operators to concentrate on the content of their dispatching task. Product features include:

**Programmable Controls** — Button functions are fully programmable. Each is clearly labeled to provide function association. All primary functions are performed by a single keystroke.

**Up to Three Unselect Speakers** — A Select speaker and up to three Unselect speakers provide a left/right audio effect, making it easy to distinguish whether the call was from the primary (Selected) channel or another channel. Selecting a channel moves its monitor audio to the Select speaker. Unselected audio channels can be divided and routed to one of three Unselect speakers by operator selection.

**“Channel Check” Integrated Instant Recall Recorder Option** — The Series 4000 may be configured to provide a “per channel” instant recall recorder. Recording duration is 4 minutes for each channel, and playback is through the Select or Unselect speakers. If a radio call is received during playback, the recorded audio is paused.

**Emergency Alert/Acknowledge** — With mobile and portable radios equipped with MDC-1200 protocol, a user can press a button to transmit an emergency ANI signal to request immediate help. Zetron consoles provide an efficient way for the dispatcher to receive the identification information, send an acknowledgment back to the radio, and respond to the emergency.

**Instant Call Paging** — The operator may “tone out” an entire sequence of pages with the press of a single Instant Call button. A two-level menu allows pages to be grouped into a logical structure (e.g. “Police”, “Fire”, “EMS”) for easy access. Paging sequences are automatically routed to the proper channel and frequency, minimizing errors. Paging sequences may contain self-initiating alert tones for indicating specific types of events. The button’s indicators provide a “check list” to verify that the proper pages were sent. Multi-format capability eliminates the need to have a different encoder for each type of pager/decoder.

A Major Response Page (MRP) command, when pressed, will activate multiple Instant Call Pages (ICP). The blue color of the MRP differentiates it from the individual ICP commands. Programming of the MRP commands eliminates the need for the dispatcher to decide which individual ICP commands to activate when multiple units are needed during a Major Incident.

**Patch** — Channels may be patched to other channels or telephone lines. The operator may monitor the patch and operate on other channels. One patch can involve more than two channels. Multiple concurrent patches are supported.

**Simul-Select** — The operator may select multiple channels simultaneously so that one dispatch may be broadcasted to several channels at once. Group-Selects may be invoked to select predetermined groups of channels.

**Individual Channel Volume** — Each channel’s volume may be set independently, allowing the operator to prioritize listening based on volume level. A digital display shows volume percentage, allowing accurate settings without audio present. Minimum audio levels can be programmed to avoid missed calls.

**Mute/All-Mute** — Channel muting instantly reduces the volume of a channel to a predetermined level. Removing a source of unnecessary traffic helps the operator to concentrate on the task at hand. All-Mute instantly reduces the volume of all non-selected channels at once.

**Call** — When channel activity is present, the channel’s “CALL” indicator activates, making it easy to locate the source of the call. The call indicator remains on for a few seconds after the activity stops — in case the operator was busy.

**Busy** — Whenever another console is transmitting on the channel, the channel’s “BSY” indicator illuminates. This makes it easy for the operator to distinguish parallel console transmissions from field activity.

**Transmit** — The operator may transmit over the selected channel simply by pressing the “Transmit” button or by pressing the optional foot-operated transmit switch. With “Instant Transmit”, the operator may transmit over a non-selected channel in order to give a brief reply without changing channel selection.

**Last-Call Transmit** — The operator may transmit on the last channel that experienced activity, allowing a call to be answered without knowing the channel that it occurred on.

**Volume Enhance** — (PC based console only) To help the operator focus on important messages, audio on the indicated channel may be instantly boosted to an operator-controlled, preset level.

**Level Meter** — The LCD bar-graph level meter shows the level of the transmitted voice so the operators can speak at the proper level during transmissions. The meter also indicates level when call activity is present on the selected channel.

**Coded/Clear** — For channels supporting encrypted speech, this allows selection of encrypted or clear voice transmission. Positive Mode Control can be enabled to ensure that the proper encryption mode is always being used. This supports Motorola Digital Voice Privacy using late model Motorola fixed RF stations, including those using the Motorola DIU-3000 Digital Interface Unit.

**Console Intercom** — Allows an operator to call and talk to another console operator within the system without using the phone or leaving the position. Only the “called” console is involved; other console operators are not affected.

**Auxiliary Input/Output** — Operators may control various contact-closure operated devices (such as lights, door locks, and voter controls) from the console. External inputs (such as voter displays and alarms) may be monitored at the console.

**Alert** — Up to four different alert tones may be transmitted to indicate the type or priority of the dispatch to follow.

## OPERATING POSITIONS

### Desktop Console — Model 4018

For users requiring a compact desktop console with styling suitable for an office environment, the Model 4018 represents an ideal solution. Measuring 9” x 18” x 14” (HxWxD), the Model 4018 features an attractive two-tone clam-shell design with select and unselect speakers, clock/audio level meter, volume controls, and a built-in paging encoder.



The Model 4018 supports a total of 76 buttons for control of system, channel, auxiliary I/O, and paging functions. Two LEDs adjacent to each channel control button indicate status of the various channel functions and auxiliary I/O devices.

Although the Model 4018 can handle up to 24 channels, the typical system does not exceed 6-10 channels due to the limited number of available buttons. Users requiring more channel capacity than this should consider either the Model 4118/4115B or the Integrator RD workstation.

### Rackmount Console — Model 4118/4115B

For users who require a rackmount installation or need a console with up to 24 channel capability, Zetron offers the Model 4118 Dispatch Console and Model 4115B Console Expander. Each unit is 5 1/4” high x 19” wide with a panel designed to facilitate mounting in a standard EIA 19” rack.



The Model 4115B Console Expander provides 60 programmable function keys, each with dual LEDs for status indication of key functions. At least one Model 4115B is required with each Model 4118. This configuration provides functionality that is identical to that of the Model 4018 with the added advantage of expandability. Up to three Model 4115Bs can be interfaced with a Model 4118, providing as many as 196 buttons for control of channel, auxiliary I/O, Instant Call pages, and other functions.

### PC-Based Console — Integrator RD Workstation

The Integrator RD radio dispatch workstation is comprised of a host computer, monitor, Integrator RD software and either the Model 4217B Audio Panel or the Model 4219 Audio Interface. The Integrator RD workstation is the most sophisticated and largest capacity operator position in the Series 4000 family. For applications requiring state of the art performance, the Integrator RD workstation supports multi-tasking, networking, and multiple monitors.



Model 4217B

The Model 4219 is equipped with a pair of high quality of 5-watt speakers, each with their own volume control and voice modulated LED. The Model 4219 slim-line audio panel may be flexibly mounted behind, under or on top of the work surface, and is sufficiently sized to serve as a stand for 15” and smaller LCD video monitors.



Model 4219

Operating under a Windows® platform, Integrator RD displays up to 36 channels on a single screen, providing a compact and intuitive means of controlling even the most complex radio system.

With its multi-screen user interface, Integrator RD can easily accommodate up to 48 channels, hundreds of Instant Call pages, and a generous number of external alarm inputs and control outputs.

Integrator RD also supports multiple languages including English, French, Spanish, Chinese and Arabic.

Six screens may be customized by the agency for a variety of tactical situations and later recalled with a single mouse click. Thus, only necessary channels are present on the screen even when dispatch requirements change from hour to hour.

Control actions are accomplished with simple “point and click” mouse operations or, when appropriately configured for touchscreen operation, by touching an icon on the screen.

Integrator RD allows several types of information (e.g. ANI calls and alarms) to be presented to the operator as a descriptive name or phrase rather than an ID number. Pages can be initiated

by direct entry of a "cap code" or with an Instant Call "button". Instant Call pages of a given type may be grouped into logical "folders" to simplify and speed operator access.

With the optional User Logon feature users may use the Text Intercom to send messages between workstations. Also administrators can give advanced feature permissions to supervisors.

For additional detail, please contact Zetron for a copy of the Integrator RD specification sheet and the Integrator RD demo CD.

### COMMON CONTROL UNITS

The Common Control Unit, or CCU, is the central "switch" that routes audio and control signals between the dispatch operating positions and external communications devices such as radios and telephone lines. The modular architecture of the Series 4000 CCU allows a system to be configured to economically meet the user's current needs while providing a cost-effective upgrade path for future expansion. Two sizes of common controllers are available. The Model 4020 provides a single cage solution for applications requiring up to 20 channels. For larger applications, the Model 4048 accommodates up to 48 channels and 16 operating positions. Both employ the same architecture and a common set of circuit cards. Each can be configured for "no single point of failure" with dual system busses, dual power supplies, and dual controllers. Standard features include a dial-up diagnostic port for remote monitoring, provisions for connection of an external time reference, and dual voltage (12 VDC and 120/240 VAC) operation with the Model 4048 power supply. An optional Radio System Management software package allows users to collect usage statistics on a "by channel" and "by position" basis.



Model 4020

Circuit card options to populate the Model 4020 and 4048 CCU include: System Traffic Controller, Console Interface, Dual Channel T/R Control, Auxiliary I/O, and Patch.

The System Traffic Controller, or STC, performs the central control function for all cards in the CCU. STC's may be operated individually, or in a redundant configuration with one operating in "hot standby". In the event that the primary card fails, the hot standby unit assumes control without interruption. The STC features ports for remote diagnostics via a modem, a diagnostic printer output, an external time reference input, and radio system management output to an external PC executing the Radio System Management software. Up to 4MB history of card configuration reports, system changes, and errors are stored on the STC for Zetron Service Assistance.

The **Console Interface Card** provides the interface circuitry to connect the CCU to one dispatch console position (desktop, rack, or video).

The **Dual Channel T/R Control Card** provides a two-channel interface capability for base stations, control stations, repeaters, "POTS" telephone lines, PAs, or intercoms.

Selected dual channel cards can optionally be configured with "Channel Check", an integrated four minute per channel instant recall recorder.

Each **Auxiliary Input/Output Card** provides relay outputs and discrete inputs for control/monitoring of external devices. Typical applications include room light control, remote door opening, intruder alarms, intercom signaling, and voter inputs. The card also contains an IRIG-B decoder to support an interface with external time references using that protocol.

The Patch Card is mandatory for applications requiring cross-channel patch capability. Both radio-to-radio and radio-to-telephone patches are supported. The Patch Card may be configured for 3 levels of patch paths; 8, 16, or 24.

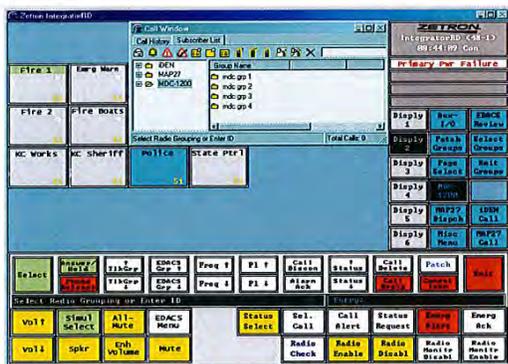
The optional VoIP Console Gateway allows any Integrator RD console position to be remoted from the CCU via an agency's LAN/WAN. This gives great flexibility in placement of dispatch positions anywhere the LAN/WAN is available.



Model 4048  
 Shown mounted in optional cabinet.  
 Contact Zetron for cabinet options and pricing.

### PROGRAMMING OF CONSOLES

One of the unique features of the Series 4000 system is that it is fully field programmable with the Console Programming System for Windows® (CPSW) or Radio Dispatch Programming Software (RDPS), and a Windows® PC. CPSW and RDPS not only allow channels to be configured for various types of base stations, but they also allow any button to be assigned any available function. This eliminates costly upgrades while allowing the system manager to reconfigure the buttons (or icons) at any time in order to accommodate new operating procedures or radio system changes. Key top labels are removable and do not require engraving, allowing the keys to be relabeled as easily as they are programmed. Standard key top legends are supplied by Zetron while custom legends may be created in the field using transparent key tops.



Radio Dispatch Programming Software (RDPS) for the Integrator RD workstation.

Consoles are shipped from the factory programmed and labeled to customer specifications. Changing the function of a key is simply a matter of using the cursor to select a new function from a menu-style list on the computer screen. When all selections are made, the new configuration is saved and can be printed out for a paper copy. The console to be changed doesn't have to be taken out of service until all programming changes have been completed and saved. When ready, stored configurations are downloaded to consoles in a matter of seconds. Configurations can also be uploaded from a console to a PC for storage or modification.

**INSTALLATION AND MAINTENANCE**

The Series 4000 is easy to install because of its "skinny wire" design. The Common Control Unit is typically installed in an equipment room near radio and telephone line terminations where the bulk of the wiring is performed. Only 5-pairs of wires must be run from the equipment room to each console. This not only simplifies cable routing but reduces cable costs. Connections between the Common Control Unit and the radio/telephone terminations are via 25-pair cables and punchdown blocks. Standard or lightning-protected punchdown blocks are available.

Dispatch consoles may be separated from the Common Control Unit by any distance. Short distances allow direct wiring via 5-pair cable, while longer distances require the use of modems. When modems are used over leased lines, only 5-pairs of audio grade lines are required. When used over microwave, only three full-duplex channels are required. Consoles may also be removed over IP.

Channel configuration is performed by CPS/RDPS, jumpers and switches. Each channel may be configured for 2-wire, 4-wire or 6-wire (E&M), full-duplex or simplex, high or low impedance. Channel test points and level adjustments are accessible without the need for an extender card. All channel status LEDs on the cards are visible from the front of the Common Control Unit.

Each card in the Common Control Unit performs continuous self-diagnostics. If a serial RS-232 printer is connected to the system, the diagnostics can be automatically recorded. The supervisor's console is notified in the event of a problem.

The distributed microprocessor architecture of the Series 4000 is tolerant to component failure and can operate despite the loss of a channel or console. LED indicators identify which card may be causing a problem. A card or an entire console may be removed or replaced while the system is in operation.

The service manual contains full schematics, parts IDs and parts lists. Factory service, spare boards, and spare parts kits are available. Available for-fee services include factory or on-site training, on-site commissioning, and after-hours service technician support.

**ACCESSORY COMPONENTS**

**Microphone/Headset Options**

A wide range of microphone and headset options are available. Each type is compatible with the desktop, rackmount or video consoles.



Options include console-mounted

gooseneck microphone, desktop gooseneck microphone with PTT bar, headset jack with volume control, secondary training headset jack, and PTT handset with cradle. Any console may be equipped with two of the options; one gooseneck or desk microphone, and one headset or handset. "Smart" audio switching always ensures that the proper microphone is activated. Plugging a headset into its jack or lifting the handset from its cradle automatically switches the select audio from the console speaker to the earpiece. The footswitch option allows hands-free transmit and monitor operation.

**Modems**

An external modem pair is used to remotely locate a dispatch console up to a mile from its Common Control Unit when the distance is between 2000 - 5000 feet. The modem provides amplification of audio signals and conversion of data signals to in-band audio signals.



**IP Console Gateway**

The optional IP Console Gateway allows any Integrator RD console position to be remoted from the CCU via an agency's LAN/WAN. This gives great flexibility in placement of dispatch positions anywhere the LAN/WAN is available.

**Telephone Radio Headset Interface**

The Telephone/Radio Headset Interface allows the operator to use a common headset for both telephone and dispatch console. Under normal circumstances, the audio from the console's select channel is presented in the operator's headset. Upon activation of "XMIT", the operator's voice is directed to the selected channel of the console. When the telephone instrument is taken off-hook to answer a call, select channel audio reverts back to the console's select speaker, and telephone





## SPECIFICATIONS

### Transmit Electrical Specifications

Audio Output: +10 dBm max. into 600 ohm line  
 Output Impedance: Transmit: 600 ohm balanced.  
 Idle: 600 or 3500 ohms  
 Distortion: <2% at full output. Hum, Cross-Talk all  
 50 dB at full output  
 Microphone Input: -65 dBm for full output  
 Aux. Mic Input: -20 dBm for full output  
 Page/Spare Input: -15 dBm, not compressed  
 Frequency Response: -3 dB to +1 dB from 250-3400 Hz  
 except guard tone notch  
 Compression: Input level increase of 30 dB above knee of  
 compression causes <3 dB output increase

### Receive Electrical Specifications

Input Impedance: 600 or 10K ohm (4-wire)  
 600, or 3500 ohm (2-wire)  
 Line Balance: 66 dB at 1000 Hz  
 Rx Sensitivity: -30 dBm max. at knee of compression;  
 adjustable  
 Frequency Response: -3dB to 1 dB from 250-3400 Hz  
 except guard tone notch  
 Compression: Input level increase of 30 dB above knee of  
 compression causes <3 dB output increase  
 Distortion: <2%  
 Call Light: Sensitivity 20 dB below knee of  
 compression (vox operation)  
 Audio Outputs: 5 watts into 4 ohms  
 Mute: Programmable from 0 to -50 dB "All-mute"  
 time programmable

### Physical Specifications (H x W x D)

Model 4018: 9 x 18 x 14 inches  
 Model 4118: 5.25 x 19 x 4.5 inches  
 Model 4115: 5.25 x 19 x 2.25 inches

### Integrator RD Workstation

Video Display: Varies with selected monitor  
 M4217 Audio Panel  
 5.25 x 19 x 4.5 inches  
 M4219 Audio Interface  
 1.75 x 19 x 7 inches  
 Model 4048: Chan. Card Cage 15.75 x 19 x 9.75 inches  
 Cons. Card Cage 17.5 x 19 x 9.75 inches  
 Power Supply 3.5 x 19 x 9.75 inches  
 Model 4020: 22.75 x 19 x 10 inches  
 Dust/Liquid Ingress: NEMA 1, IEC 60529 IP 30  
 Operating Temp: 0 to 45 degrees Celsius  
 Other Electrical Specifications  
 Capacity (M4048): 2-48 Channels  
 1-16 Operating Positions  
 (15 w/ Patch Card)  
 Capacity (M4020): 2-20 Channels  
 1-6 Operating Positions

Console Interface: 3 audio pairs (Select, Unselect, MIC) and 2  
 data (RS-422 @ 9600 Baud)  
 Channel Audio: 2-wire simplex/half-duplex, or  
 4-wire half/full-duplex  
 Channel Control: Local, E&M, Tone Remote, DC\* Remote,  
 Telephone (end-to-end), and selected  
 trunking radio protocols  
 DC Control: Uses serial port or external contact closures  
 (e.g. PTT relay, M-lead) to select up to 15  
 programmable currents between 0 and 15.5  
 mA, positive or negative.  
 Drives line to up to 125 V sufficient for 8000  
 ohm loop resistance. Operates from 10.8 to 16  
 Volts DC.  
 Tone Control: 15 standard tones supported,  
 programmable (in 100 Hz increments) to  
 650-2050Hz.  
 High Level Guard Tone  
 duration 100-790 msec. Function Tone  
 duration 40 msec. Guard Tone Freq.  
 2175 Hz, alterable. Tone freq. accuracy  
 + 0.2%; timing accuracy +1.0  
 Local Control: PTT normally open relay contact rated 1.0 A  
 at 24 VAC/DC  
 E&M Control: Tx control via PTT relay,  
 external 48V required  
 Trunking Control: EDACS®, MAP27, iDEN®, P25, SNSZ®,  
 LTR®, PassPort®, NEXEDGE™  
 Busy Chan.  
 Detect: Local Cross-Busy detection and Guard Tone  
 Time Synch: IRIG-B (with Aux I/O Card)  
 RS-232 (1200, 2400, 9600, 19.2 Baud)

### Radio Management

Port RS-232 (1200, 2400, 9600, 19.2 Baud)  
 Logger Port: RS-232 (1200, 2400, 9600, 19.2 Baud)  
 Modem Port: RS-232 (1200, 2400, 9600, 19.2 Baud)  
 Recorder Outputs: 1 per channel (Tx/Rx audio summation),  
 plus 1 output per console. 0 dBm level,  
 600 ohm single ended  
 Power Input (M4048): 85-132 VAC  
 170-264 VAC  
 47-63 Hz  
 12-13.8 VDC  
 280 Watts maximum  
 Power Input (M4020): 95-240 VAC 2 amps  
 50-60 Hz  
 150 Watts maximum  
 Approvals: FCC part 15, FCC part 68



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005-0150AA May 2015

PROPOSAL TO  
LAKE ZURICH POLICE DEPARTMENT

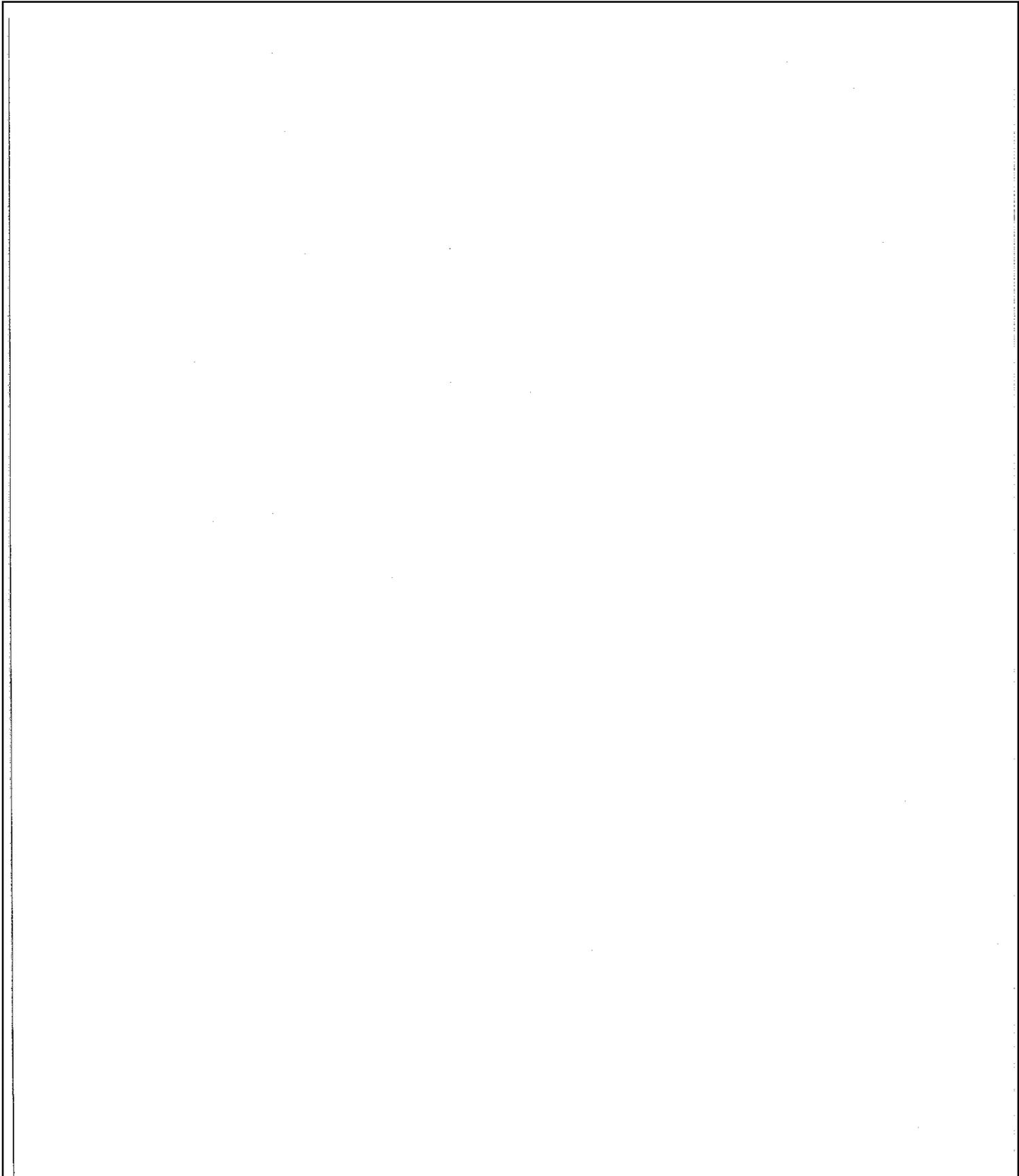
# LAKE ZURICH POLICE DEPARTMENT

MAY 1, 2015



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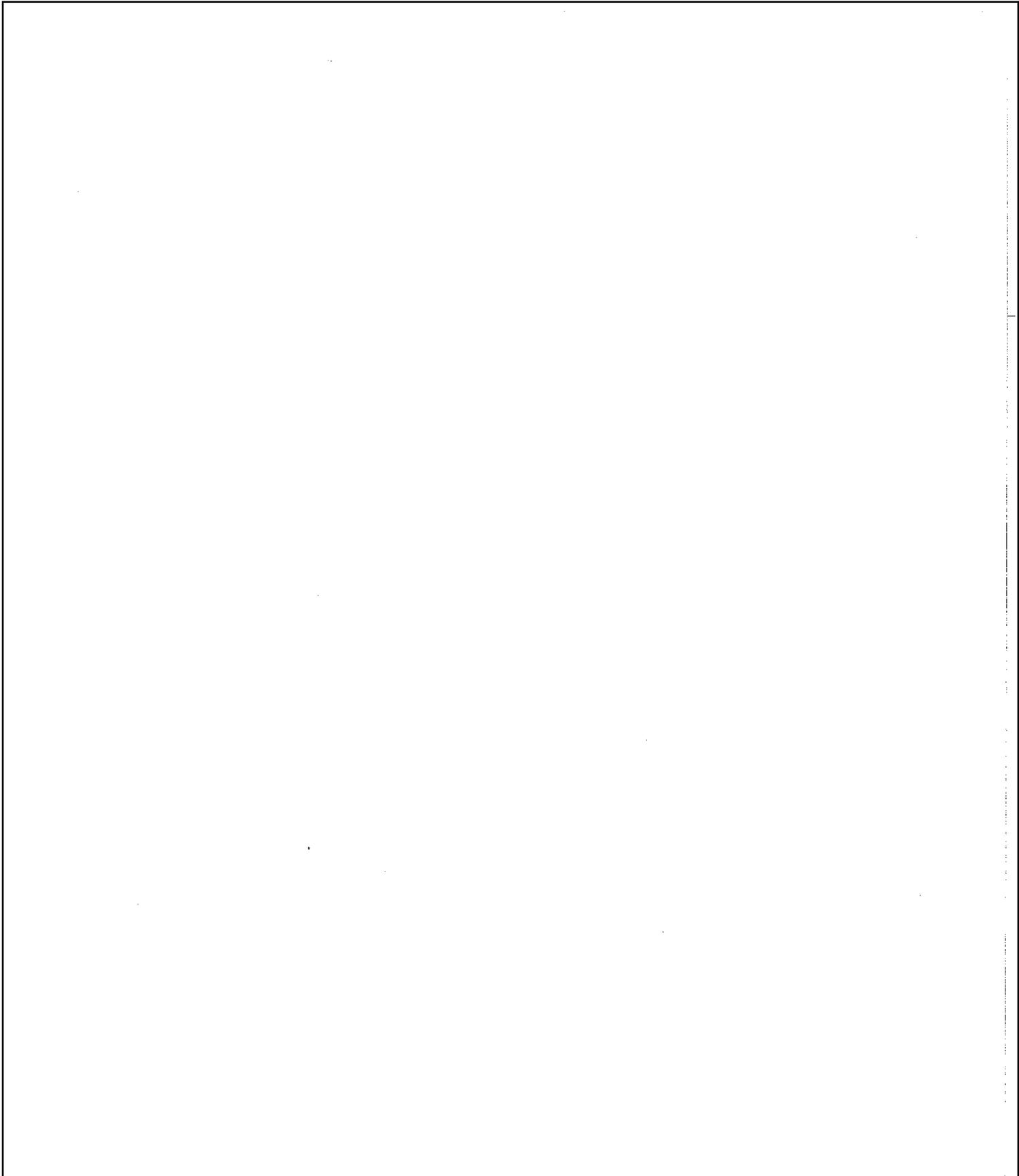
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SECTION 1

# SYSTEM OVERVIEW

In response to Lake Zurich Police Department's request for an upgraded system recommendation, Motorola has come up with the APX 7500 Console solution which will allow RF communication with STARCOM21 system for dispatching by Lake Zurich's Dispatch Operators. We, at Motorola strive to be on par in terms of Quality and Price for our job one, Customer Satisfaction. We endeavor to address Lake Zurich Police Department's unique situation in order to create a "total solution" that would have a seamless performance for your mission critical service and communication needs.

This Proposal includes six (6) APX 7500 Consolettes for STARCOM21 operation.

This proposal additionally includes thirty seven (37) APX 6000 portable subscriber units and five (5) APX 6500 mobile subscriber units.

## 1.1 STARCOM21 TRUNKING SYSTEM OVERVIEW

The system is made up of a combination of simulcast cells and site repeater RF locations. The STARCOM21 system supports operation in UHF, 700MHz and 800MHz bands.

### 1.1.1 Voice Over Packet

Motorola's ASTRO 25 Trunking System complies with a wide range of Project 25 standards. With public safety and industrial users moving toward countywide, statewide, and nationwide coverage, new systems are also expected to comply with rising industry expectations of increased communication capabilities. One of the benefits of voice over packet is improved performance. The use of leading edge transport network equipment provides for continued improvements in a system's ability to process the high volume of calls found on Wide Area Public Safety Systems.

### 1.1.2 Centralized System Management

The STARCOM21 systems features centralized management. This helps keep the system healthy with alerts, diagnostics, and faults reported at a centralized location. The accuracy of a system-wide clock helps ensure that key devices on the system record events at the same time to help improve fault diagnostics and call activity tracking. The network management system also provides functionality to remotely distribute software upgrades to products on the network. As a partner in the STARCOM21 system, Motorola will manage and maintain the network management subsystem. This includes the addition and configuration of new user radios on the network, the configuration of the radio tower sub-sites, and the configuration of user's radio features on the system.



### 1.1.3 Flexible System Design

The modular design of the technology provides scalability in handling the needs of a small or large system. In addition to scalability, the flexible system design includes narrowband simulcast in the 12.5 kHz range. Large and heavily populated areas will benefit from the narrowband simulcast feature due to its improved frequency efficiency.

### 1.1.4 STARCOM21 Trunking Call Services

The STARCOM21 trunking system offers a wide range of advanced call services to meet the demanding communications needs of a diverse, mission-critical workforce. The available calling features and benefits are described in the following section.

#### 1.1.4.1 Talkgroup Call

The Talkgroup Call is the primary communication level in an ASTRO 25 trunked system as the majority of conversations take place within a talkgroup. Radios assigned to a given talkgroup are provided with Talkgroup Call capability and can communicate with other members of the same talkgroup. Talkgroup Call provides the effect of a “dedicated channel” for each talkgroup.

#### 1.1.4.2 Multigroup Call

A Multigroup Call is a call involving multiple talkgroups at the same time and can be initiated by a properly authorized console dispatcher or radio unit. The talkgroups that are addressed in the call are pre-programmed within the radio units and system.

The advantage of Multigroup Call is the ability to simultaneously communicate important information to multiple talkgroups quickly and efficiently. A single Multigroup Call transmission utilizes fewer channel resources and airtime than multiple, separate talkgroup calls.

#### 1.1.4.3 AllStart Talkgroup Call

AllStart is a talkgroup setting that operates in the same manner as the default call setup mode. This call setup approach requires that all sites with affiliated talkgroup members and other required resources be available before the call begins. Otherwise, the system returns a busy response to the user who initiated the talkgroup call. Once the required resources become available, the call request is granted.

#### 1.1.4.4 FastStart Talkgroup Call

FastStart is a talkgroup setting that requests a group call setup whether or not all affiliated Talkgroup members are available. This “Automatic Busy Override by Talkgroup” call setup method still requires the participation of all affiliated consoles and critical resources before the call can begin. As channels at the affiliated talkgroup members’ sites become available, they are added to the call in progress. FastStart will simplify the setup of automatic busy override functionality. FastStart applies regardless of the number of zones involved in the call. Caution: It should be noted that some talkgroup members may not be included in a FastStart talkgroup call if they happen to be affiliated at a busied site.

#### 1.1.4.5 Emergency Alarm / Call

Emergency Alarm/Call provides users the ability to inform dispatch personnel of a life threatening situation. By pressing the radio's Emergency Alarm button, an alarm is sent to the dispatcher. Upon activation of the emergency radio's Push-To-Talk, a channel is assigned for a predetermined amount of time. In the event that all voice channels are occupied, the system is capable of functioning in one of the following two modes:

Emergency Top-of-Queue - If all voice channels are occupied when an emergency call is made, then the unit initiating the emergency shall be placed at the top of the busy queue list and allowed access to the next available voice channel. The emergency unit is given the highest level of priority regardless of how many units are already in queue. As soon as any user of any of the busy channels de-key, the emergency caller is granted the channel. This virtually eliminates channel contention and assures the first available channel will be assigned.

Emergency Ruthless Preemption - If all voice channels are occupied when an emergency call is made, then the unit initiating the emergency is allowed access to the voice channel that has the lowest priority user currently assigned. It must be noted that until now the low priority current user de-keys, there could be RF contention between the emergency user and the low priority unit. Once the nonemergency user de-keys, the channel belongs to the emergency user.

#### 1.1.4.6 Call Alert

Call Alert allows a user to initiate a signal that notifies another user to call back the alerting party. Call Alert capability helps ensure that important messages get through, even if the called party is away from the radio. In addition, Call Alert signaling takes place over the system control channel. This helps to preserve valuable voice channels for other communications.

### 1.1.5 STARCOM21 User Features (Voice Only)

The following features are designed to make the system easier to use:

#### 1.1.5.1 Busy Queuing and Callback

Although trunking systems are considerably more frequency efficient than conventional radio systems, there may still be times on STARCOM21 when all of the voice channels are busy. If a radio user attempts to initiate a call while all the system channels are in use, the requesting user will be put into a Busy Queue and then automatically notified when a channel becomes available. This feature eliminates the need for the radio user to continually re-key in an effort to gain channel access.

#### 1.1.5.2 Multiple Priority Levels

STARCOM21 provides multiple levels of priority allowing system access to the most critical users during busy periods. Individual users and talkgroups can be assigned specific priority level(s), with up to 10 levels available. This allows higher priority users to be placed higher in the busy queue for quicker system access.

#### 1.1.5.3 Continuous Assignment Updating

This feature is designed to insure that a radio just coming into service during an active talkgroup conversation will be immediately assigned to the appropriate voice channel. A user is included in his or her active talkgroup call with no special action required. To achieve this, the system control channel continuously transmits the channel assignment for talkgroups involved in active calls.



## 1.1.6 STARCOM21 Voice Encryption

The STARCOM21 network offers the following secure features.

- Single or dual encryption.
- Multi-key encryption within same encryption algorithm.
- Distribution of key material to subscribers will be conducted manual rekeying using the KVL 4000 key loader.

### 1.1.6.1 Secure (Encrypted) Voice Communications

Motorola systems have the capability to protect their Land Mobile Radio (LMR) voice communications with sophisticated, digital encryption. The encryption used in STARCOM21 offers a great improvement in terms of audio quality over earlier encryption methods. Digital encryption does not impact audio quality. Encryption allows users the ability to send and receive sensitive information over the air with the confidence that only those for whom it was intended will receive it.

### 1.1.6.2 Supported Algorithms

ADP, DES-OFB and AES encryption algorithms are available on the STARCOM21 System.

### 1.1.6.3 Distribution of Encryption Keys

Delivering and updating encryption keys to a secure device is done manually using the KVL 4000 key loader. A key loader is a hand held portable device that connects via a cable to a secure device.

The key loader supplies the “encryption keys” needed to perform encryption and decryption operations properly.

## 1.1.7 STARCOM21 Wide Area Radio Roaming

Motorola’s STARCOM21 wide area trunking system offers a sophisticated set of radio roaming features and capabilities simplifying user operation of the radio while ensuring that the radio is operating on the optimum site. Motorola’s wide area roaming features and benefits are described in the following sections.

### 1.1.7.1 Automatic Site Registration

Automatic Site Registration is the automatic registration process that takes place whenever a radio is turned on or when the user roams from one trunking site to another. No operator intervention is required. This important feature enables continuous call processing for the user and effortless user roaming throughout the system.

### 1.1.7.2 De-Registration

There are three instances when a radio unit will de-register from a site. The first method is when a radio unit is turned off. The radio will perform a soft power down de-registering itself with the Zone Controller. The second way is when a user moves from one site to another. Automatic Site Registration occurs at the new site, and the Zone Controller automatically de-registers the radio at the old site. The third way a radio unit is de-registered is via a Time-Out Timer. De-registration occurs

when a radio goes out of range for longer than a pre-selected amount of time. These de-registration processes help to ensure that precious frequency resources are not wasted.

### 1.1.7.3 Automatic Site Switching

One of the key features of a wide area trunking system is its ability to proactively select the optimum site as a radio user moves throughout the coverage area. Using Receive Signal Strength Indication (RSSI), the radio is able to monitor the signal strengths of control channel frequencies at adjacent sites and automatically make the necessary site changes when appropriate. The result is improved user communications by operating on the optimum RF site.

### 1.1.7.4 Preferred Site

Preferred Site operation allows a radio to search for an alternative, pre-programmed site that is operationally preferred over the current site. A radio will look for a preferred site when it roams into another site in the system.

If a unit is in an overlap area of multiple sites, it will favor its preferred site. This capability allows users to more intelligently manage and conserve repeater resources in coverage overlap areas.

### 1.1.7.5 Dynamic Site Assignment (Voice Only)

Dynamic Site Assignment ensures that STARCOM21 users have maximum system channel efficiency as the system utilizes channels only at sites where active talkgroup members are located.

### 1.1.7.6 Scan Operation on STARCOM21

A subscriber unit can only scan talkgroups when the user radio is affiliated at the same site as the desired scan talkgroups. In a wide area system, sites are only added to a call when a radio user at a particular site has that talkgroup selected. This is done to conserve frequency resources and maintain the Grade of Service (GOS).



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1-6 System Overview

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SECTION 2

# PROPOSED SOLUTION SYSTEM COMPONENTS

## 2.1 PROPOSED SOLUTION OVERVIEW

In response to Lake Zurich's request and to best meet its dispatch requirements Motorola is proposing an APX 7500 Consolettes based system that will deliver STARCOM21 communication back to the existing Console Operator positions and APX Subscribers.

### 2.1.1 APX 7500 Dispatch Consolette Hardware

Lake Zurich requested 6 consolettes for their Dispatch location.

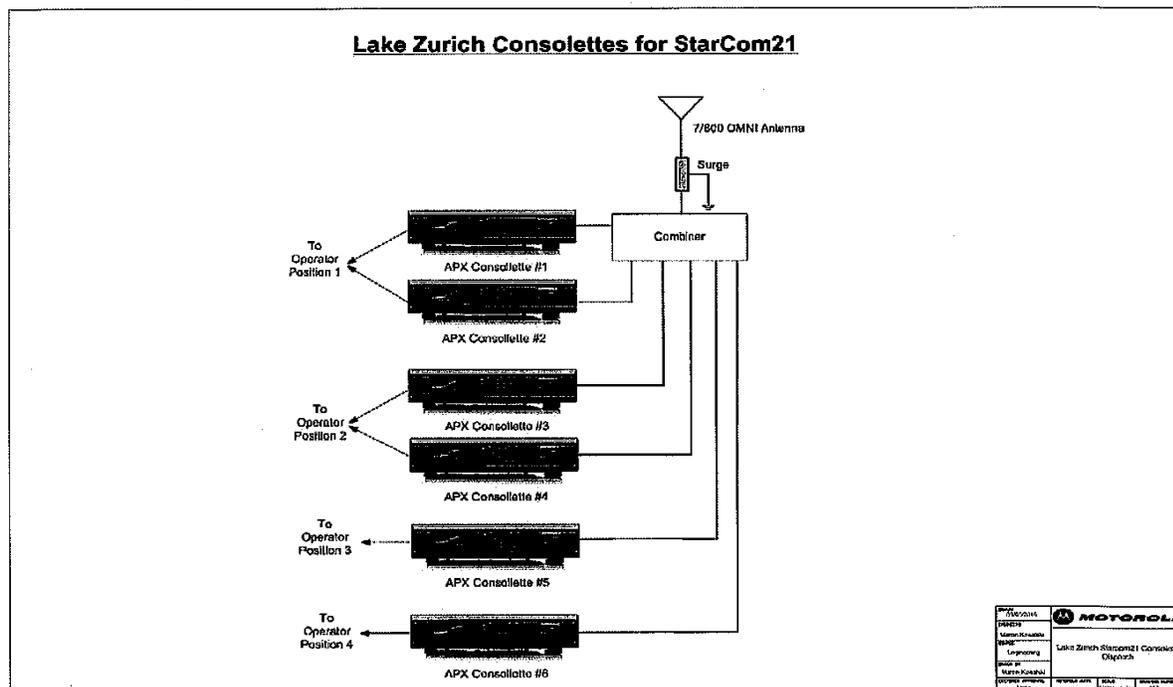
**The proposed system includes the following equipment:**

- Six (6) 7/800 MHZ APX 7500 Consolettes with these features:
  - ASTRO Digital Operation
  - SMARTZONE Operation
  - P25 Trunking
  - Full Front Panel Keypad
- One (1) Antenna Combiner
- One (1) Antenna and Assemblies
- Thirty Seven (37) APX6000 Lite 7/800MHz Model 1.5 Portable Radios
- Five (5) APX 6500 Lite 7/800MHz Model 1.5 Mobile Radios



## 2.2 SYSTEM DIAGRAMS

### 2.2.1 Proposed APX 7500 Consolettes solution for Dispatch Operators Block Diagram:



## 2.3 APX SERIES RADIOS

The APX™ Series is Motorola's latest generation of Project® 25 digital radios, and will provide Lake Zurich Police Department's first responders with seamless, high quality communications that withstand the most demanding of environments.

Specially designed for public safety users, Motorola's APX™ series of subscribers delivers exceptional performance by combining advanced voice and data technology with legendary Motorola quality. Described below are just a few value added features.

Technology Rich: The APX™ Series radios are designed with advanced hardware components that allow for the following features:

- **Multiple Protocols:** The APX™ Series radios support Analog, Digital Conventional, SMARTNET, SmartZone, P25 Phase 1 FDMA, and is software upgradeable to P25 Phase 2 TDMA.
- **Seamless Scan:** Seamless scanning of multiple protocols including FDMA and TDMA systems.

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2-2 Proposed Solution System Components

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- **Advanced Encryption:** The APX™ Series radios come standard with FIPS 140-two Level 3 certified encryption for secure communications with greater security in a tamperproof solution.
- **Advanced Software Features:** The advanced software features listed below allow for easy and efficient usability and configuration of the subscribers.
- **Intelligent Lighting:** Intelligent lighting uses color to notify the user of the radio mode, potential emergencies, or specific events. Color alerts provide information at a glance.
- **Radio Profiles:** Radios can be configured with multiple user-selected or automated operating behaviors such as audio level, lighting and tones. Whether on surveillance or working in bright sunlight, the user can customize settings as needed.
- **Unified Call List:** Consolidates all call lists underneath one unified list. Users can easily access all information associated to a particular contact.
- **Advanced Data Capabilities:** With Integrated Voice & Data (IV&D) APX can be utilized for various applications.
- **Programming over Project 25 (POP25):** Motorola's POP25 solution allows subscriber radios to be programmed over the air via the ASTRO 25 systems while remaining in the field.

Motorola's APX™ Series is the industry's leading Project 25 digital radios. Utilizing leading edge technology and innovative designs to offer the most rugged and interoperable portable and mobile radios Motorola manufactures and is the preferred radio for the public safety users who require high performance, quality, and reliability in everyday operation.

### 2.3.1 APX 7500 Mobile Consolette

Motorola's APX 7500 tier also offers Consolette solution that encompasses the high-tier mobiles features but designed in a specialized housing with built-in power supply.



They are ideal for local law enforcement, utility, and transportation users who need a low cost desktop-based control station or wireless dispatch solution.

These consolettes can also be used as an emergency backup station, a low-cost dispatch center for local agencies, and as a fire station alerting system. They are offered in both local and digital remote control configurations.

The APX Consolette provides the high tier features of the APX 7500 mobile in a housing with built in power supply. It is ideal for Lake Zurich Police Department users who need a low cost desktop-based control station or wireless dispatch solution.

This consolette can also be used as an emergency backup station, a low-cost dispatch center for local agencies, and as a fire station alerting system. It is offered in both local and digital remote control configurations.

Features of the APX Consolette include:

- Supports Local Control, Tone Remote Control and Legacy Console Control (ACIM)
- Certifications (FCC, Industry Canada, and UL)
- All Programming / Keyloading external to housing

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Proposed Solution System Components 2-3

- Numeric keypad integral to front housing
- LCD for VU Meter, Clock
- Interfaces for a Recorder, Crosspatch functionality, Audio PA system, accessory equipment
- 110/220 VAC operation with automatic battery revert

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2-4 *Proposed Solution System Components*

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SECTION 3

# STATEMENT OF WORK

## 3.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Lake Zurich Police Department. The tasks described herein will be performed by Motorola, its subcontractors, and Lake Zurich Police Department to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. Should the site change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

## 3.2 CONTRACT

### 3.2.1 Contract Award (Milestone)

- Lake Zurich Police Department and Motorola execute the contract and both parties receive all the necessary documentation.

### 3.2.2 Contract Administration

#### **Motorola Responsibilities:**

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with Lake Zurich Police Department.

#### **Customer Responsibilities:**

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Lake Zurich Police Department is responsible.



**Completion Criteria:**

- Motorola internal processes are set up for project management.
- Both Motorola and Lake Zurich Police Department assign all required resources.
- Project kickoff meeting is scheduled.

### 3.2.3 Project Kickoff

**Motorola Responsibilities:**

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Lake Zurich Police Department.
- Review the resource and scheduling requirements with Lake Zurich Police Department.
- Review the Project Schedule with Lake Zurich Police Department to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and Lake Zurich Police Department), meetings, reports, milestone acceptance, and Lake Zurich Police Department's participation in particular phases.

**Customer Responsibilities:**

- Lake Zurich Police Department's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

**Completion Criteria:**

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

## 3.3 CONTRACT DESIGN REVIEW

### 3.3.1 Review Contract Design

**Motorola Responsibilities:**

- Meet with Lake Zurich Police Department project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to Lake Zurich Police Department for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging.
- Provide minimum acceptable performance specifications for Lake Zurich Police Department provided microwave, fiber, or copper links.

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- Establish demarcation point (supplied by the Motorola system engineer) to define the connection point between the Motorola-supplied equipment and Lake Zurich Police Department-supplied link(s) and external interfaces.
- Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness.
- Determine the site's ability to accommodate proposed equipment based upon physical capacity.
- Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.

**Restrictions:**

- If, for any reason, any of the proposed site cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by Lake Zurich Police Department and documented through the change order process.

**Customer Responsibilities:**

- Lake Zurich Police Department's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.

**Completion Criteria:**

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

### 3.3.2 Design Approval

- Lake Zurich Police Department executes a Design Approval milestone document.

## 3.4 ORDER PROCESSING

### 3.4.1 Process Equipment List

**Motorola Responsibilities:**

- Reconcile the equipment list(s) to the Contract.
- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with Lake Zurich Police Department the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Bridge equipment orders to Motorola's manufacturing facilities and third-party suppliers as applicable.



**Customer Responsibilities:**

- Approve shipping location(s).

**Completion Criteria:**

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

## 3.5 MANUFACTURING

### 3.5.1 Manufacture Motorola Consolettes

**Motorola Responsibilities:**

- Manufacture the equipment necessary for the system, based on equipment order and project schedule.

**Customer Responsibilities:**

- None.

**Completion Criteria:**

- All equipment manufactured and shipped to Lake Zurich Police Department.

### 3.5.2 Manufacture Non-Motorola Equipment

**Motorola Responsibilities:**

- Procure non-Motorola equipment necessary for the system based on equipment order.

**Customer Responsibilities:**

- None.

**Completion Criteria:**

- Ship non-Motorola manufactured equipment to Lake Zurich Police Department.

### 3.5.3 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.

## 3.6 DEVELOP FLEETMAP

**Motorola Responsibilities:**

- Schedule required meeting(s) with the appropriate Customer representative(s)/agency(ies).
- Meet with Lake Zurich Police Department's user groups.
- Provide details on the features and functionality of the Motorola equipment/system.
- Work with Lake Zurich Police Department and participating agency(ies) to develop and obtain approval of the fleetmap for the system.

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- Program the infrastructure equipment and subscribers included in this proposal based on fleetmap.
- Any changes requested by Lake Zurich Police Department, after approval of fleetmap and template definitions, will require updating the contract documents accordingly.
- Provide guidelines for development of fleetmap to customer on projects where subscriber units are being purchased/reprogrammed outside the scope of this project.

**Customer Responsibilities:**

- Designate a representative for the user groups, to make timely decisions on their behalf.
- Identify Lake Zurich Police Department's System Manager who will set up a "steering" committee consisting of various members from user groups.
- The System Manager, with the help of the steering committee, will be responsible for setting standardized system management and operational policies (SOP) that will apply to all users.
- A sample of SOP committee decisions includes:
  - User Access Management Protocol
  - User Database Management Protocol
  - System Security Protocol
  - Subscriber Radio Standards
- Configure, Manage, and Control the Fleetmap Database.
  - User group reviews its radio standard operational policies and then determines what modifications will be required, if any.
  - Create a "Console Dispatch and Radio Programming Policy" to decide how each Subscriber group will operate on the system and what features will be activated.
  - User group representative(s) makes Fleetmap programming decisions.
- Complete the initial fleetmapping process prior to staging of the system.

**Completion Criteria:**

- Fleetmap requirements completed and approved by Lake Zurich Police Department.

### 3.6.1 Develop Templates

**Motorola Responsibilities:**

- Motorola assists Lake Zurich Police Department in defining each radio/console template. Motorola has included the cost to develop 4 unique programming templates as part of this proposal. Additional templates can be quoted upon request.
- Motorola participates in a meeting to finalize any changes among user groups.
- Program the approved templates into a radio-programming template tool.
- Program sample radios with approved templates and deliver for Lake Zurich Police Department evaluation.

**Customer Responsibilities:**

- User groups create templates in a spreadsheet format.
- Forward electronic copies of the spreadsheets to the committee members for their review and comment.
- Evaluate sample radios and provide feedback.
- Approve templates.

**Completion Criteria:**

- Templates completed and approved by Lake Zurich Police Department.



### 3.7 CIVIL WORK FOR LAKE ZURICH POLICE DEPARTMENT- PROVIDED FACILITIES

#### Motorola Responsibilities:

- Provide electrical requirements for each equipment rack to be installed in Lake Zurich Police Department-provided facilities.
- Provide heat load for each equipment rack to be installed in Lake Zurich Police Department-provided facilities.

#### Customer Responsibilities:

- If applicable and based on local jurisdictional authority, Lake Zurich Police Department will be responsible for any installation or up-grades of the Critical Operation Power Systems in order to comply with NFPA 70, Article 708.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements power, and Telco connections.
- Provide clear and stable access to the site for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Design and construct facilities for housing communications equipment such as shelters, towers, generators, fuel tanks, fenced compounds, etc.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location.
- Provide AC power to the demarcation point(s) indicated in the documentation. including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's Standards and Guidelines for Communication Sites (R56). Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide floor space and desk space for the System equipment at Lake Zurich Police Department-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36-inch clearance in the front and back.
- Relocate existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Bring grounding system up to Motorola's R56 standards and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Supply all permits as contractually required.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Supply engineering and drafting as required for modifications to existing building drawings for site construction.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Complete all customer deliverables in accordance within the approved project schedule.

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**Completion Criteria:**

- The site is ready for equipment installations in compliance with Motorola's R56 standards.

### 3.8 SUBSCRIBER INSTALLATION

#### 3.8.1 Program and Install Mobiles

**Motorola Responsibilities:**

- Pass all features and functionalities of the mobile template.
- Program all the mobiles, as identified in the equipment list, in accordance with the Customer-approved programming templates, client software, and fleetmap.
- Work with the Customer to develop and approve prototypes for each type of mobile installation.
- Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.
- The following guidelines are followed during installation:
  - A "one-time only" programming charge is included in the project price.
  - Installations utilize the standard mobile mounting hardware provided with the type of unit.
  - Obtain main power leads from a voltage source as supplied in the mobiles.
  - Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. Install the antennas on the roof, where practical, on the new antenna installations.
  - Motorola will determine an alternative location whenever the antennas cannot be installed on the roof.
  - Plug the old antenna hole with an appropriate rubber plug if the antenna requires a new location on the vehicle.
  - Remove the existing mobiles from the vehicles at the time of installation of new radios.

**Customer Responsibilities:**

- Test and verify each feature selected during the CDR process.
- Approve successful testing of each feature by initialing each test shown on the test script.
- Provide adequate number of vehicles for installations according to the project/installation schedule.
- If any installations require variations from the approved plan, the Customer must approve, before proceeding with the variance.

**Completion Criteria:**

- All mobiles are programmed and installed successfully and approved by the Customer.

#### 3.8.2 Program and Distribute Portables

**Motorola Responsibilities:**

- Program test portables with each template version and activate them on the system.
- Program all the portables, as identified in the equipment list, based upon the Customer approved programming templates, client software, and fleetmap. A "one-time only" programming is included in the project pricing.
- Deliver units to authorized Customer personnel and inventory upon receipt.



**Customer Responsibilities:**

- Upon receipt of portables, a Customer-authorized signatory acknowledges receipt of all portables and accessories and proper operation of a sampling of portables.
- Distribute the portables to end users.

**Completion Criteria:**

- All portables are successfully programmed and approved by the Customer.

## 3.9 SYSTEM INSTALLATION

### 3.9.1 Console Installation

**Motorola Responsibilities:**

- Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.
- Protect the cabling by providing and installing a bulkhead lightning surge protector.
- Survey the exact mounting locations and develop control station installation plan.
- Perform the following tasks for the local control stations installations:
  - Create installation plan.
  - Assist Lake Zurich Police Department to determine the locations of control stations and desk sets at each site.
  - Install RF local control stations identified in the equipment list. Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).
  - Connect to Lake Zurich Police Department-supplied ground point.
- Program all control stations once, from the template (approved by Lake Zurich Police Department) prior to delivery.

**Customer Responsibilities:**

- Provide cable entry into the building through wall feed-through and seal with silicone, or provide an entry plate and boot.
- Provide ground point within 6 cable feet of the control station.
- Provide necessary space for installation of the local control station. Supply, exterior or internal, vertical spaces for installation of the control station antenna with no more than a 100-foot cable run.
- Provide an elevated antenna mounting location.
- Supply a dedicated 115 VAC grounded electrical outlet rated at 15 A to power the control station and remote control device. Provide an outlet within 6 feet of the unit.
- Supply a ground point of 5 ohms or less located in the immediate vicinity (within 6 feet) of the finalized location of the antenna and control station.
- Provide antenna-mounting facilities at each of the RF control station points specified, while providing an adequate means of feed-line routing and support.

**Completion Criteria:**

- Completion of all the control station installations, and approval by Lake Zurich Police Department.

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### 3.9.2 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by Lake Zurich Police Department.

## 3.10 SYSTEM OPTIMIZATION

### 3.10.1 Optimize System FNE

#### Motorola Responsibilities:

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.

#### Customer Responsibilities:

- Provide access/escort to the site.
- Provide required radio ID and alias information to enable alias database setup for interface to console.
- Dispatchers to use the existing conventional system icons for dispatching until cutover.

#### Completion Criteria:

- System FNE optimization is complete.

## 3.11 AUDIT AND ACCEPTANCE TESTING

### 3.11.1 Perform R56 Installation Audit

#### Motorola Responsibilities:

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations. The R56 audit will consist of an evaluation of the grounding, electrical and safety of Lake Zurich Police Department's facility.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

#### Customer Responsibilities:

- Provide access/escort to the site.
- Witness tests. (if desired)
- Site remediation if necessary.

#### Completion Criteria:

- All R56 audits completed successfully.

### 3.11.2 Perform Equipment Testing

#### Motorola Responsibilities:

- Test individual components of the system to verify compliance to the equipment specifications.



- Repeat any failed test(s) once Motorola (or Lake Zurich Police Department) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

**Customer Responsibilities:**

- Witness tests if desired.

**Completion Criteria:**

- Successful completion of equipment testing.

### 3.11.3 Perform Functional Testing

**Motorola Responsibilities:**

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Lake Zurich Police Department for review.
- Resolve any minor task failures before Final System Acceptance.

**Customer Responsibilities:**

- Witness the functional testing.

**Completion Criteria:**

- Successful completion of the functional testing.
- Customer approval of the functional testing.

## 3.12 TRAINING

### 3.12.1 Perform Training

**Motorola Responsibilities:**

- Finalize training schedules purchased as part of this project with Lake Zurich Police Department Project Manager.
- Conduct the training classes outlined in the Training Plan below.

**Customer Responsibilities:**

- Attend training classes.
- Provide facilities to conduct training including access to at least two (2) MCC 7500 operator positions and a dry erase board or similar instructor board.

**Completion Criteria:**

- All training classes completed.

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Course Title		APX Portable/Mobile User Training	
<b>Training Type</b>	Instructor Led		
<b>Target Audience</b>	Portable and Mobile Radio Users		
<b>Number of Sessions</b>	2		
<b>Duration (in hours)</b>	Four (4) Hours per Session		
<b>Locations</b>	Lake Zurich Police Department		
<b>Number of Attendees</b>	Up to Fifteen (15) per Session		

**APX Portable/Mobile User Training Course Synopsis:**

This course provides participants with the knowledge and skills for basic operation of Motorola APX series portable and mobile radios.

### 3.13 FINALIZE

#### 3.13.1 Cutover

**Motorola Responsibilities:**

- Motorola and Lake Zurich Police Department finalize a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

**Customer Responsibilities:**

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.

**Completion Criteria:**

- Successful migration from the old system to the new system.

#### 3.13.2 Resolve Punchlist

**Motorola Responsibilities:**

- Work with Lake Zurich Police Department to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

**Customer Responsibilities:**

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the site, equipment and system, and approval of the resolved punchlist item(s).

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**Completion Criteria:**

- All punchlist items resolved and approved by Lake Zurich Police Department.

### 3.13.3 Transition to Service/Project Transition Certificate

**Motorola Responsibilities:**

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

**Customer Responsibilities:**

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

**Completion Criteria:**

- All service information has been delivered and approved by Lake Zurich Police Department.

### 3.13.4 Finalize Documentation

**Motorola Responsibilities:**

- Provide an electronic as-built system manual on a Compact Disc (CD). The documentation will include the following:
  - System-Level Diagram
  - Functional Acceptance Test Plan Test Sheets and Results
  - Equipment Inventory List
  - Console Programming Template

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

- Provide two console operator manuals.

**Customer Responsibilities:**

- Receive and approve all documentation provided by Motorola.

**Completion Criteria:**

- All required documentation is provided and approved by Lake Zurich Police Department.

### 3.13.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from Lake Zurich Police Department.

## 3.14 PROJECT ADMINISTRATION

### 3.14.1 Project Status Meetings

#### **Motorola Responsibilities:**

- Motorola Project Manager, or designee, will attend all project status meetings with Lake Zurich Police Department, as determined during the CDR. Generally project status meeting occur once per month and are in addition to the day-to-day interactions that normally occur during the course of the project.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either Lake Zurich Police Department or Motorola.

#### **Customer Responsibilities:**

- Attend meetings.
- Respond to issues in a timely inanner.

#### **Completion Criteria:**

- Completion of the meetings and submission of meeting minutes.

### 3.14.2 Progress Milestone Submittal

#### **Motorola Responsibilities:**

- Submit progress (non-payment) milestone completion certificate/documentation.

#### **Customer Responsibilities:**

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

#### **Completion Criteria:**

- Lake Zurich Police Department approval of the Milestone Completion document(s).

### 3.14.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order. See example - Change Order Form on the following pages:





# CHANGE ORDER

[type co# here]

Change Order No. \_\_\_\_\_

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Project Mgr: \_\_\_\_\_

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Contract # REQUIRED Contract Date: \_\_\_\_\_

In accordance with the terms and conditions of the contract identified above between [enter customer name] and Motorola Solutions, Inc., the following changes are approved:

### Contract Price Adjustments

Original Contract Value:	\$
Previous Change Order amounts for Change Order numbers <input type="text"/> through <input type="text"/>	\$
This Change Order:	\$
New Contract Value:	\$

### Completion Date Adjustments

Original Completion Date:	
Current Completion Date prior to this Change Order:	
New Completion Date:	

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# CHANGE ORDER

[type co# here]

**Changes in Equipment:** *(additions, deletions or modifications)* Include attachments if needed

**Changes in Services:** *(additions, deletions or modifications)* Include attachments if needed

**Schedule Changes:** *(describe change or N/A)*

**Pricing Changes:** *(describe change or N/A)*

**Customer Responsibilities:** *(describe change or N/A)*

**Payment Schedule for this Change Order:**  
*(describe new payment terms applicable to this change order)*

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions, Inc.**

**Customer**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Motorola Solutions Project Manager

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SECTION 4

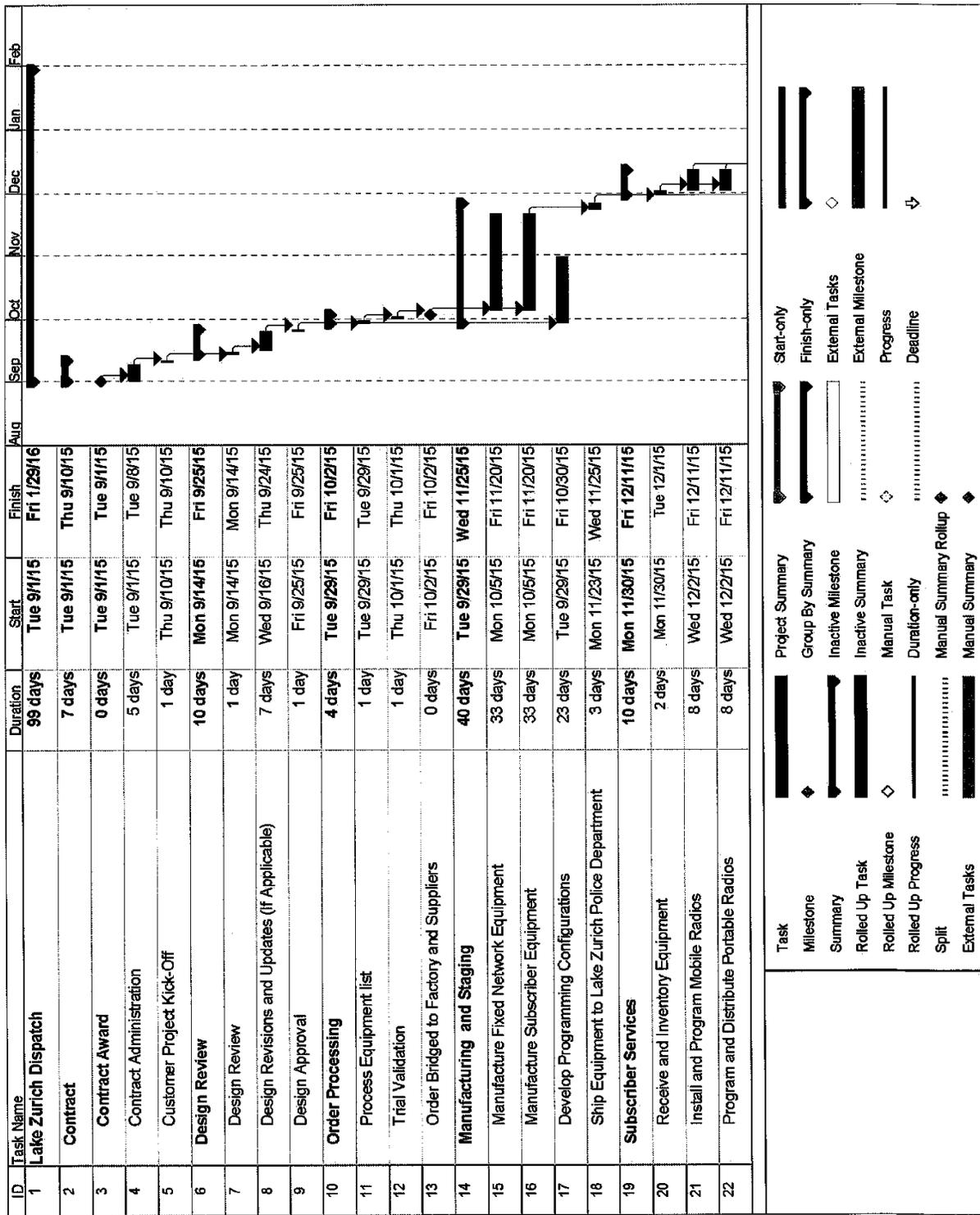
# PROJECT SCHEDULE

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**Project Schedule 4-1**



to the restrictions on the cover page.

4-4 Project Schedule

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ID	Task Name	Duration	Start	Finish	Aug	Sep	Oct	Nov	Dec	Jan	Feb
23	Subscriber Work Complete	0 days	Fri 12/11/15	Fri 12/11/15							
24	Console Installation	10 days	Mon 11/30/15	Fri 12/11/15							
25	Receive and Inventory Equipment	2 days	Mon 11/30/15	Tue 12/1/15							
26	Install Console/tes	8 days	Wed 12/2/15	Fri 12/11/15							
27	Installation Acceptance	0 days	Fri 12/11/15	Fri 12/11/15							
28	System Optimization (Installation & Optimization)	8 days	Mon 12/14/15	Wed 12/23/15							
29	Optimize System	5 days	Mon 12/14/15	Fri 12/18/15							
30	Perform Functional System Testing	3 days	Mon 12/21/15	Wed 12/23/15							
31	Training	4 days	Tue 12/29/15	Tue 1/5/16							
32	Perform Subscriber Training (Session 1)	1 day	Tue 12/29/15	Tue 12/29/15							
33	Perform Subscriber Training (Session 2)	1 day	Tue 1/5/16	Tue 1/5/16							
34	Training Complete	0 days	Tue 1/5/16	Tue 1/5/16							
35	Cut-over	3 days	Wed 1/6/16	Fri 1/8/16							
36	Cut-over from Original Equipment to New Equipment	3 days	Wed 1/6/16	Fri 1/8/16							
37	Finalize	14 days	Mon 1/11/16	Fri 1/29/16							
38	Final Inspection w/Customer	5 days	Mon 1/11/16	Fri 1/15/16							
39	Resolve Punch list	4 days	Tue 1/19/16	Fri 1/22/16							
40	Finalize Documentation	5 days	Mon 1/25/16	Fri 1/29/16							
41	Final Acceptance - Project Closed	0 days	Fri 1/29/16	Fri 1/29/16							
42	Transition to Service / Start System Warranty	0 days	Fri 1/29/16	Fri 1/29/16							

Task	Project Summary	Start-only
Milestone	Group By Summary	Finish-only
Summary	Inactive Milestone	External Tasks
Rolled Up Task	Inactive Summary	External Milestone
Rolled Up Milestone	Manual Task	Progress
Rolled Up Progress	Duration-only	Deadline
Split	Manual Summary Rollup	
External Tasks	Manual Summary	

to the restrictions on the cover page.

Project Schedule 4-3

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SECTION 5

# WARRANTY AND MAINTENANCE

## 5.1 WARRANTY

### 5.1.1 Included Services

Motorola's comprehensive warranty and maintenance services address all of Lake Zurich Police Department's day-to-day and emergency communication needs for seamless system operations. The Motorola approach provides a low-risk, high-value support solution that keeps Lake Zurich Police Department's fixed network equipment at optimum availability and ready to serve mission-critical communications needs.

Motorola's service delivery process has evolved to meet the challenging demands of mission critical users. Our support systems are designed to detect potential system problems, before they occur, and proactively take the steps necessary to restore a system to normal operation quickly and efficiently. Our case escalation and management process is designed to ensure that all cases are managed successfully and that the appropriate resource is assigned when necessary.

Lake Zurich Police Department can be confident that Motorola will be a trusted and loyal partner every step of the way. From the initial system purchase, through the migratory future upgrades, Motorola will continue to deliver a service support product that is distinguished and unique, and one that only Motorola with its tools and processes can provide.

### 5.1.2 Warranty and Maintenance Support

Motorola will provide Lake Zurich Police Department a 1-year system warranty program on the new infrastructure equipment, which begins upon system acceptance. The warranty support program is customized to provide Lake Zurich Police Department with a comprehensive set of services that will keep the radio infrastructure and subscriber equipment operating at peak performance. The plan combines internal services, delivered through Motorola's TL-9000 and ISO-9001 certified System Support Center (SSC), with a set of field services and procedures that are specifically designed for Lake Zurich Police Department's fixed network equipment. Motorola's warranty support program combines traditional break/fix services, such as infrastructure board repair with preemptive support services, such as network monitoring. All of these services are designed to detect and prevent system issues before they occur.

### 5.1.3 System Support Center Services

#### 5.1.3.1 Dispatch and Case Management

The front-end call process begins with a notification sourced from a customer, an automatic alarm from the Network Monitoring and Operations Center (NOC), or a scheduled system preventive maintenance. Once the notification is received, the call center operations personnel proceed to assign



a case number to the incident. The case manager responsible for tracking the case activity will use customer specific information to determine the escalation and notification procedures. This person oversees all aspects of the event and case management process, which includes; coordination of case activity between internal SSC support teams and field technical team, dispatch of field technical personnel, notification and escalation of customer personnel and resolution and case closure. Our systems support center dispatch operations team is available, 24 hours a day, 7 days per week, and 365 days per year, with qualified personnel who understand Motorola's service delivery process and use customer specific information with each case. The SSC dispatch center operations team is the point of contact for all customer related issues. Case notes, posted by the Network Monitoring and Technical Support teams, are available to the field technician for reference during the troubleshooting process. Case notes are updated continuously throughout the process to ensure that all parties understand the steps taken by all personnel involved in the case. All cases are managed to completion. Reports are available to Motorola customers via the Motorola Online (MOL) web application.

### 5.1.3.2 Technical Support Operations

Once a trouble call is received, the SSC team immediately begins diagnosis of the event by interrogating the system, running appropriate diagnostics, characterizing the problem, and remotely restoring the affected device or subsystem. If a remote fix is not possible, the case log is updated, and the SSC dispatches a system technician to the site in question. The system technician contacts the SSC diagnostic team to obtain the current status, available diagnostic results, and the current assessment of the failure.

Technical Support service provides centralized remote telephone support for technical issues that require a high level of expertise or troubleshooting. The SSC technical support operation is staffed with experienced and degreed technologists who have attained industry-standard networking certifications and technology specialization. With an average of 10 to 15 years of experience working with complex communications systems, the technologists work closely with the field service support team to ensure rapid resolution and closure of all network issues. Technical Support is available 24 hours a day, 7 days a week.

Motorola's SSC services provide a comprehensive set of support services, designed with mission critical users in mind. The SSC is operational 24 hours a day, 7 days a week, and 365 days a year. A call to the SSC toll-free number triggers a case management and escalation process that is ISO-9001 certified for call and support center operations, and engages a team of support professionals dedicated to one objective, and that is restore the issue quickly and keep the communications network operating at peak performance. Motorola continuously evaluates its internal process, and performance metrics to ensure that the absolute best service is provided.

## 5.1.4 Managed Support Services

### 5.1.4.1 Onsite Infrastructure Response

If an onsite response is required, Motorola's Call Center Operations (CCO) will dispatch a technician from Motorola's local Service Provider. The local system technician will arrive at the site equipped with test equipment, customer-provided spare modules, and parts. Once the problem has been isolated, the faulty module is exchanged or other appropriate action is taken to restore the system.

Response times are defined as an onsite technician or a remote network specialist having taken assignment of the issue and actively pursuing resolution working on the system. If the response time is delinquent to the allocated time slots per the severity matrix, the SSC staff will initiate the appropriate call escalation procedures in order to ensure timely response. Motorola implements this

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process satisfactorily today, based on the escalation requirements of its customers. Motorola follows the appropriate procedures based on the service level of the issue, identifies the appropriate procedure, and uses the step-by-step instructions provided in the maintenance and support plan.

**Time-Driven Escalation, Severity Definitions and Response Times**

Automatic, time-driven escalation to management of all open issues is an integral part of the service request process. Agency network users are informed through the notification and escalation process, as required. Motorola’s SSC staff uses the customer specific escalation requirements to communicate issues to the proper level of management giving the best possible opportunity to meet response and restore times.

Customized notification commitments are defined and documented in the Lake Zurich Police Department Maintenance and Customer Support Plan that is developed prior to delivery of warranty or post-warranty services. Escalation occurs anytime a response commitment is missed. Response times are defined by meeting certain criteria, such as assigning an onsite technician, or remote network specialist to the issue and actively pursuing resolution. The internal escalation policy requires time-driven increases in management’s visibility to system issues up to the Division Service Director. The Customer Support Manager enforces this policy to deploy all available resources at appropriate times to optimize the response and restoration cycle time.

**Table 5-1: Severity Definitions**

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> <li>- Response is provided continuously</li> <li>- Major System failure</li> <li>- 33% of System down</li> <li>- 33% of Site channels down</li> <li>- Site Environment alarms (smoke, access, temp, AC power.</li> <li>- This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer’s perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>- Response during Standard Business Day</li> <li>- Significant System Impairment not to exceed 33% of system down</li> <li>- System problems presently being monitored</li> <li>- This level is meant to represent a moderate issue that limits a Customer’s normal use of the system, sub-system, product, or major non-critical features from a Customer’s perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>- Response during Standard Business Day</li> <li>- Intermittent system issues</li> <li>- Information questions</li> <li>- Upgrades/preventative maintenance</li> <li>- This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer’s perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

**Table 5-2: Response Time**

Severity Level	Premier Response Time
Severity 1	Within 2 hours from receipt of Notification Continuously
Severity 2	Within 4 hours from receipt of Notification Standard Business Day
Severity 3	Within 24 hours from receipt of Notification Standard Business Day

**Staffing and Organization**

The technical resources assigned to Lake Zurich Police Department offer a high degree of technical expertise, and experience providing Lake Zurich Police Department with unsurpassed service and support.

There are several levels of technical support available to Lake Zurich Police Department from the Customer Support Manager, System Engineers, Local Field Service Technicians, Motorola System Technologists, and Motorola’s SSC technical staff. All field technicians are trained in both legacy and current technologies. Backup support is available from the SSC and Motorola’s engineering staff when required.

- Customer Support Manager – Develop specific customer support plans and ensures the quality of our ongoing support. Customer Support Managers and the Territory Support Manager are in the Lake Zurich Police Department area.
- System Engineers – Develop the system architecture based upon Lake Zurich Police Department’s specific requirements.
- Local Field Service Technicians – Maintain the system throughout the Lake Zurich Police Department network. Motorola’s authorized service centers are staffed with trained and qualified technicians to provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability. Motorola assess each service center annually for technical and administrative competency.
- System Technologists – Motorola’s System Technologists (STs) provide backup support to the assigned field service technicians. These technologists are highly trained with extensive experience in system implementation and support, and are available to assist the field technicians with troubleshooting and resolution of complex system issues.
- Central Support – Motorola’s SSC Technical Consultants, located in Schaumburg, Illinois, have extensive hands-on training for system monitoring capabilities. They are able to provide an additional level of support to the local Lake Zurich Police Department support team. The SSC consultants also have access to equipment that enables them to recreate the network issue at hand and design a solution for fast resolution. Development software and hardware engineers provide a third level of support and are brought in to consult on Lake Zurich Police Department’s system as needed. This multi-tiered team of technical support professionals identifies every possible issue that could potentially impact Lake Zurich Police Department’s system and reviews issues for quick and successful resolution to the City’s complete satisfaction.

**5.2 ANNUAL MAINTENANCE SUPPORT PLAN**

After the first year of warranty services, Motorola can offer a suite of services to support Lake Zurich Police Department’s system. These services will provide a seamless transition from warranty to on-

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going maintenance support to provide peak system performance throughout the system life cycle. Lake Zurich Police Department can tailor a support program to uniquely match its specific needs.

Motorola strongly encourages Lake Zurich Police Department to evaluate the suite of service products provided during the first year of the warranty period to establish an appropriate level of support for ongoing maintenance. Prior to the end of the warranty period, the Motorola Customer Support Manager will meet with Lake Zurich Police Department to develop a plan for post warranty support that meets operational and budgetary requirements. It is recommended that all of the services provided during the warranty be continued in the post-warranty periods. Motorola is confident that Lake Zurich Police Department will find these service products invaluable in the operation of the new Dispatch fixed equipment. A comprehensive life cycle support plan will help to protect the investment over the life of the system.

### 5.3 SUMMARY

Motorola is the best choice for warranty and support of the Lake Zurich Police Department Dispatch fixed equipment. Motorola's experience is without equal in delivering support to public safety agencies and is the world leader in wireless technology. We have the skilled resources, capacity, and experience to respond to any contingency in support of Lake Zurich Police Department's system. The Motorola support team is committed to the safety and security of the citizens served by Lake Zurich Police Department. We recognize the importance of fast and effective response to system issues. Whether it's a routine service call or a disaster situation, Motorola understands its responsibility and takes pride in its proven response to the public safety community.

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Warranty and Maintenance 5-5

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SECTION 6

# EQUIPMENT LIST

Qty	Part No.	Description
		<b>StarCom21 Licenses</b>
1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1	CA00997AL	ADD: UCS LICENSE KEY 7.14
		<b>Rack</b>
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
2	DSTLRS121520	TRIPP LITE RS-1215-20 12-OUTLT PWR STRIP 20AMP 1U 19 RCKMNT SWTCH 15FT
		<b>Dispatch - Consolettes</b>
6	L30URS9PW1 N	APX7500 SINGLE BAND 7/800
6	G806	ENH: ASTRO DIGITAL CAI OP APX
6	G51	ENH: SMARTZONE OPERATION APX
6	G361	ADD: P25 TRUNKING SOFTWARE
6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
6	CA01598	ADD: AC LINE CORD US
6	G843	ADD: AES ENCRYPTION APX
6	GA00580	ADD: TDMA OPERATION
6	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
6	GA00318	ENH: 4 YR Sfs LITE
6	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
6	HKN6233	ASSEMBLY,ACCESSORY,APX CONSOLETTA RACK MOUNT TRAY HARDWARE KIT
		<b>Consolettes Omni Antenna</b>
1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	DSISB50LNC2	RF SPD, 125-1000MHZ DC BLOCK BROADBAND BULKHEAD MT, NF ANT, NF EQUIP
1	TDN9668	223158-2 1/4" OR 3/8" CABLE GROUND CLAMP KIT
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8406A	F1A-PNMNM-8 1/4" X 8' S FLEX N MALE PLTD
1	DSCS0496080531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 8 CH.

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Equipment List 6-1

Qty	Part No.	Description
		<b>APX6000 LITE MODEL 1.5 STARCOM21</b>
37	H98UCD9PW5 N	APX6000 7/800 MHZ MODEL 1.5 PORTABLE
37	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL TRUNKING
37	QA00580	ADD: TDMA OPERATION
37	QA01837	ALT: LIION IMPRES IP67 2900MAH (NNTN7038)
37	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
37	Q947	ADD: ASTRO 25 INTEGRATED VOICE & DATA
37	G996	ADD: PROGRAMMING OVER P25 (OTAP)
37	Q629	ENH: AES ENCRYPTION
37	H869	ENH: MULTIKEY
37	QA01768	ENH: ENHANCED ZONE BANK
37	QA00782	ENH: APX GPS ACTIVATION
37	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA/CA/LA
37	PMMN4061B	PSM IP55 WITH 3.5MM JACK RX 30IN
37	PMAF4002	APX PSM 700/800MHZ ANTENNA
6	RLN6434A	APX TRAVEL CHARGER
45	NNTN7038B	BATT IMP STD IP67 LIION 2900M 3100T BLK
37	Q887	ENH: 4 YR Sfs LITE
		<b>APX6500 LITE REMOTE MOUNT</b>
5	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
5	QA02756	ENH: 9600 OR 3600 SINGLE SYSTEM DIG
5	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
5	GA00580	ADD: TDMA OPERATION
5	G843	ADD: AES ENCRYPTION APX
5	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
5	G996	ENH: OVER THE AIR PROVISIONING
5	W947	ADD: ASTRO 25 INTEGRATED VOICE & DATA
5	G442	ADD: O5 CONTROL HEAD
5	G444	ADD: APX CONTROL HEAD SOFTWARE
5	G67	ADD: REMOTE MOUNT MID POWER
5	G174	ADD: ANT 3DB LOW-PROFILE 762-870
5	W22	ADD: PALM MICROPHONE
5	G831	ADD: SPKR 15W WATER RESISTANT
5	GA00318	ENH: 4 YR Sfs LITE

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6-2 Equipment List

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SECTION 7

# ASSUMPTIONS

Motorola Solutions has made several assumptions in preparing this proposal. Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Lake Zurich Police Department understands that the six (6) APX 7500 Consolettes solutions, that Lake Zurich Police Department requested, will not be able to monitor all of the available audio channels if more than six channels have simultaneous audio traffic. In this situation, where all consolettes are being occupied by active calls, audio traffic from the remaining audio channels may be missed by the Operators.
- Lake Zurich Police Department will provide primary and backup (UPS) power to support the new equipment.
- Lake Zurich Police Department will provide the electrical work (for example, new circuits, outlets etc.) required to add new equipment in the network equipment room and the dispatch room.
- All existing sites or equipment locations will have sufficient space available for the system described.
- Any site/location upgrades or modifications are responsibility of the Customer.
- Lake Zurich Police Department is responsible for the Consolette antenna mounting space on the roof.
- Lake Zurich Police Department will provide a 4-wire connections from each of the Zetron Operator Positions on APX 7500 Consolettes.
- Lake Zurich Police Department will be responsible for configuration of the APX 7500 Consolettes on the existing Zetron Operator Positions.
- Existing Conventional channels will stay routed as existing to Zetron Consoles.
- Approved local, State or Federal permits, as may be required for the installation and operation of the proposed equipment, are the responsibility of the Customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits or microwave links.
- Where necessary, the Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites which can be secured.



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7-2 *Assumptions*

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SECTION 8

# PRICING SUMMARY

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*Pricing Summary 8-1*

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8-2 Pricing Summary

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SECTION 9

# CONTRACT DOCUMENTATION

## Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and \_\_\_\_\_ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

### Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

- Exhibit A Motorola "Software License Agreement"
- Exhibit B "Pricing Summary" and "Payment Schedule"
- Exhibit C "Technical and Implementation Documents"
  - C-1 "System Description" dated \_\_\_\_\_
  - C-2 "Equipment List" dated \_\_\_\_\_
  - C-3 "Statement of Work" dated \_\_\_\_\_
  - C-4 "Acceptance Test Plan" or "ATP" dated \_\_\_\_\_
  - C-5 "Performance Schedule" dated \_\_\_\_\_
- Exhibit D Service Statement(s) of Work
- Exhibit E "System Acceptance Certificate"

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges, and including post warranty maintenance and support ("Maintenance Plan") described in Exhibit B.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.

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2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.11. "Non-Motorola Software" means Software that another party owns.

2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until completion of the Maintenance Plan.

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3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Maintenance Plan, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statements of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services not included in the Maintenance Plan, the description of and pricing for the services will be set forth in a separate document. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those other maintenance and support services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

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**Section 4 PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

**Section 5 CONTRACT PRICE, PAYMENT AND INVOICING**

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$\_\_\_\_\_. A Pricing Summary is included with the Payment Schedule in Exhibit B. Motorola has priced the services, Software, and Equipment as an integrated system. A change in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

\_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

\_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

\_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

**Section 6 SITES AND SITE CONDITIONS**

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is

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predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

#### **Section 7 TRAINING**

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

#### **Section 8 SYSTEM ACCEPTANCE**

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

#### **Section 9 REPRESENTATIONS AND WARRANTIES**

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

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9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10 DELAYS**

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment

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Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 11 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 12 DEFAULT AND TERMINATION**

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that



specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

### **Section 13 INDEMNIFICATION**

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

### **13.3. PATENT AND COPYRIGHT INFRINGEMENT.**

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any

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other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

#### **Section 14      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

#### **Section 15      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

#### **Section 16      GENERAL**

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.  
Attn: Law Department  
1303 East Algonquin Road, 8th Floor  
Schaumburg, IL 60196  
fax: (847) 576-0721

Customer  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
fax: \_\_\_\_\_

16.9. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer

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will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

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The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Exhibit A**

**SOFTWARE LICENSE AGREEMENT**

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration, the parties agree as follows:

**Section 1 DEFINITIONS**

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**Section 2 SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

**Section 3 GRANT OF LICENSE**

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will

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use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

#### **Section 5      OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights,

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trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

#### **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

#### **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

#### **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this

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Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

**Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

**Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

**Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

**Section 12 NOTICES**

Notices are described in the Primary Agreement.

**Section 13 GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

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13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



**Exhibit B**

**PRICING SUMMARY AND PAYMENT SCHEDULE**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price due upon contract execution;
2. 60% of the Contract Price due upon shipment of equipment;
3. 5% of the Contract Price due upon installation of equipment;
4. 5% of the Contract Price upon system acceptance or start of beneficial use; and
5. 5% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

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**Exhibit C**  
**TECHNICAL AND IMPLEMENTATION DOCUMENTS**

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Exhibit D

SERVICE STATEMENT(S) OF WORK



Statement of Work

OnSite Infrastructure Response and Dispatch Service

1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. For Mesh system a Servicer will be dispatched only to the central site where the Mobile Integrated System Controller (MISC) is located. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoration and Case is closed. The SSC will continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.2.1. Characterize the issue.
  - 2.2.2. Determine a plan of action.
  - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
  - 2.5.1. Run diagnostics on the Infrastructure or FRU.
  - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
  - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
  - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
  - 2.9.1. Open and closed; or
  - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service continuously.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
  - 3.2.1. Case notification preferences and procedure.

*OnSite Infrastructure Response and Dispatch Service  
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- 3.2.2. Repair Verification preference and procedure.
- 3.2.3. Database and escalation procedure forms.
- 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
  - 3.3.1. Assigned System ID number.
  - 3.3.2. Problem description and site location.
  - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicicers access to E equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preferences provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

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**Severity Definitions Table**

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> <li>▪ Response is provided Continuously</li> <li>▪ Major System failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power).</li> <li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> <li>▪ Upgrades/Preventative maintenance</li> <li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

**Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)**

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Service *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Service *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Time provided by Service *

- Please note these are Standard Commitment times. The commitment times should be based on the Customer's Support Plan.
  - Provide update before the specific contractual commitments come due.
- \* Note: Provide update to System Support Center before Deferral time comes due.

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## Statement of Work

### Technical Support Service

#### 1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola.

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband and Digital In-Car Video.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
  - 2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

#### 3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
  - 3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.

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- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
- 3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

**Severity Definitions Table**

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> <li>▪ Response is provided Continuously</li> <li>▪ Major System Failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power).</li> <li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> <li>▪ Upgrades/preventative maintenance</li> <li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

**Remote Technical Support Response Times Table**

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

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## Statement of Work

### Infrastructure Repair with Advanced Replacement

#### 1.0 Description of Services

Infrastructure Repair with Advanced Replacement is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU(s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1. Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4. Properly package and ship Advanced Replacement FRU from IDO or select third party FRU inventory to Customer specified address.
  - 2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Select third party FRU may ship second day air via Federal Express Priority Overnight or UPS red as noted in the attached exhibit(s). Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
  - 2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO or select third party and the Customer will own the Advanced Replacement FRU.
  - 2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7. Perform the following service on Motorola Infrastructure:
  - 2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.

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- 2.7.2. Replace malfunctioning FRU or Components.
- 2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable.
- 2.7.4. Perform a Box Unit Test on all serviced Infrastructure.
- 2.7.5. Perform a System Test on select Infrastructure.
- 2.8. Provide the following service on select third party Infrastructure:
  - 2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
  - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
  - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
  - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
- 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
  - 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repair) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
    - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
    - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
    - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
    - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
  - 3.2. Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
  - 3.3. Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.

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- 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
- 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
- 3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.
- 3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.
  
- 4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:
  1. All Infrastructure over seven (7) years from product cancellation date.
  2. All Broadband/WINS Infrastructure three (3) years from product cancellation date.
  3. Physically damaged Infrastructure.
  4. Third party Equipment not shipped by Motorola.
  5. Consumable item including, but not limited to, batteries, connectors, cables, tone/link cartridges.
  6. Video retrieval from Digital In-Car Video equipment.
  7. Test equipment.
  8. Racks, furniture and cabinets.
  9. Firmware and/or Software upgrades.

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ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes FTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quandar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quandar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Fremisys, Telco, IMACS models 600, 800. Excludes Siemens
Comparator(s)	Includes Spectrac, Digtac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HP-z400, HP VL600, HP VL800, HP-z400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode raytubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System - including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMB, AMB
Fire walls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes FTP 49600 and 800 licensed series
Logging Recorder	Excludes all technologies see SOW specifically for NICE logging recorders
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode raytubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU, Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.

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ASTRO 25 Infrastructure Repair cont.	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG-CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
Printer(s)	Includes printers that directly interface with the communications system.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GPW8000, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGME000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML530, HP TC2110, 2120 HP InfoVista Server, IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C, Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Modules 0182915YU2, Rear Fan RLN5352, Central Process Card 0182915YU1
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Crypt
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX, Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya Definity PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyme
Universal Simulcast Controller Interface(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Workstation	Included

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SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digital, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System - including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any-on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any-on-site services.

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Contract Documentation 9-31



<b>SmartZone System Infrastructure cont.</b>	<b>Inclusions, Exclusions, Exceptions and Notes</b>
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C.
Zone Controller(s)	Includes console terminals. Excludes all Sun/MP hard drives except TLN3495A 0820 1 GB drive as well as the following SUN/MP CPUSets: TLN3278E 0406, TLN3343A 0424 and TLN3278A 0181/0389.

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SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quanto, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digital, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs, Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System - including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMF and SCMG controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMEI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	INFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.

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Contract Documentation 9-33



SmartNet System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes NFS - Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but maybe repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and on-site services.

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Broadband Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Access Points	Includes PMP (Canopy), Motomesh Duo, Motomesh Quattro, Meshcam, Motomesh Solo, Motomesh AP7181 intelligent access points. Excludes all other technologies
Backhaul	Includes PMP (Canopy) and PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam Excludes all other technologies, fixed black & white, color, pan tilt zoom analog, pan tilt zoom IP, fixed hybrid (IP and Analog) cameras
Cluster Management Modules (CMM)	Includes PMP (Canopy). Excludes all other technologies
Digital Video Recorder	Includes Mobile Video Enforcer Excludes all other technologies
Docking Station	Includes Mobile Video Enforcer Excludes all other technologies
GPS Sync Box	Excluded
Links	Includes PTP 49600 and 800 licensed series
Mobile Internet Switching Controller(MISC)	Excluded
Modems	Includes Mobile Video Enforcer Excludes all other technologies
Monitors	Includes Mesh, MotoMesh Excludes all other technologies
Mounting Bracket	Excluded
Multiplexers	Excluded
Network Interface Card	Excludes RAD data multiplexers
Network Switches	Includes Mesh, MotoMesh, Meshcam Excludes all other technologies
Networking Enablers	Included
Personal Tracking Device	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL Broadband Gateway, Symmetric DSL-CPE's and accessories
Power Supply	Includes MeshTrack Excludes all other technologies
Reflector Hardware Kit	Included
Server	Excluded
Software	Included HP DL360, Mobile Video Enforcer system server Excludes all other technologies
Subscriber Modules	Excluded
Surge Suppressor/LPU	Includes, PMP (Canopy) Excludes all other technologies
UPS	Excluded
Video Recording System	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any one-site services.
Wireless Router AC and DC Input	Includes Mobile Video Enforcer Excludes all other technologies

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Contract Documentation 9-35



Conventional System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Quantar, Quantro, MTR2000, MTR3000, GTR3000 including IPCCGW. Excludes MICOR and MSF5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premise and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, ASTRO-tac, GMC8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System - including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables and Commandstar mother board CDN6271. Commandstar and Commandstar Lite are also excluded as a conventional system operator position but can be covered when services are purchased separately.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Microwave Equipment	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000 Excludes all other fire alarming systems.
Motobridge	Included
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar, MTR2000, ASTRO-TAC, GPW8000 receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

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Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), GTR8000
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Microwave Equipment	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Printer(s)	Includes printers that directly interface with the communications System.
Radio Network Controller	Includes One (1) RNC and One (1) RNC Console. Redundant RNC's must be quoted separately. Excludes RNC1000, NCP500, NCP2000, NCP2500 and NCP3000.
Site Data Link Modem(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are purchased separately.

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Contract Documentation 9-37



Cassidian Communications Infrastructure Repair w/ Advanced Replacement Vesta Pallas, Vesta Standard (Maars/Com Centres), Vesta Meridian and Sentinel Patriot Systems	Inclusions, Exclusions, Exceptions and Notes
ACU (Auto Control Unit)	Includes Vesta systems only Excludes Sentinel Patriot
ARU (Alarm Reporting Unit)	Included
ALI (Automatic Location Identification) Controller	Includes Analog Station Card(s), Called ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MFR Receiver Board(s), 911 Line Card(s)
ANI (Asynchronous Network Interface) Controller	Included
BCM (Business Communication Manager)	Includes Vesta Pallas only Excludes all other technologies
Cable(s)	Excluded
CIM (Console Interface Module)	Includes Sentinel Patriot Excludes all other technologies
CRU (Call Record Unit)	Included
CIU (CAD Interface Unit)	Included
Computer(s) Workstation	Includes computers sourced by Cassidian Communications and sold by Motorola that directly interface with or control the Cassidian Communications Systems, monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes (CRT) and burned-in flat panel display image retention.
Controllers	Includes Vesta Standard Excludes all other technologies
DBU (Data Base Unit)	Includes Vesta Standard Excludes all other technologies
Digital Logging Recorder, Logging Recorder and Recording Equipment	Includes Pyxis, Cassidian Communications sourced and sold by Motorola Excludes all other technologies see SOWs specifically for NICE logging recorders
Hebbie	Includes Vesta systems only Excludes Sentinel Patriot
Line Boosters/Amplifier/Short haul modems	Excluded
Modified Network LAN Switch	Included
Modem(s)	Includes ALI modem sources and sold by Motorola Excludes all other technologies
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications Systems. Excludes Non-Certified monitors, defective or phosphor-burned cathode ray tubes (CRT), flat panel monitors with burned in image retention and monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU (Multi-line Trunk Unit)	Includes Vesta Pallas only Excludes All other technologies
Printer(s)	Includes Cassidian Communications sourced and sold by Motorola that directly interface with the communications System
Power Supplies, PSU (Power Supply Unit)	Includes Vesta Pallas, Vesta Standard Excludes all other technologies
RMU (Remote Maintenance Unit)	Includes Vesta Standard only Excludes all other technologies
Ring Generator(s)	Included
Router	Included
RIS (Radio Interface Subset)	Included (note, only works with the Hebbie)
Server(s) ALI	Includes Vesta servers, Sentinel Patriot Excludes all other technologies
Telephone(s)	Includes 911 and E&M administrator telephone sourced with the 911 System and sold by Motorola. Excludes Norcal (A ways) telephone sets
TIU (Trunk Interface Unit)	Includes Vesta Standard Excludes all other technologies

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Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub, Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI). Excludes all other technologies see SOW specifically for NICE logging recorders
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burn-in flat panel display image retention
Console(s)	Includes consoles (CommandSTAR, CommandSTAR Lite, Centracom Gold Elite MCC7500, MCC7500w/ VFM, MCC5500, MIPS000, MC1000, MC2000, MC2500, MC3000) as part of complete communication System - including headset jacks, dual footswitches, and gooseneck microphones and Console Interface Electronics. Excludes cables
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Junction Box	Included
Microwave Equipment	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communication System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burn-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Network systems Excludes MFS - Rubidium Standard Network Time and Frequency devices
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

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Contract Documentation 9-39



Digital In-Car Video Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Cables, connectors and testers	Excluded
Cameras	Includes 22X Front Camera. Excludes rear cameras
Data Talker Wireless Transmitters	Excluded
Digital Video Recorder	Includes Base unit running DP-2 software
Data Storage Module	Included
LCD Monitor	Includes DP-1 & DP-2 versions only
Video Retrieval	It is the customer's responsibility to remove the video before sending the DSM into the Motorola Repair Depot for repair. Video retrieval is a separate service and is excluded from this SOW.

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MOTOTRBO Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
XRC9000 Controller	Included TT2213* single site; TT2215* multi site *Next day (24 hour) delivery if request is received before 1:00 p.m. CST; Second day (48 hour) delivery if request is received after 1:00 p.m. CST
MTR3000	Includes T3000
MIP5000 MOTOTRBO Gateway	Includes L3598
XRT9000 Gateway	Includes TT2386A

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Contract Documentation 9-41

**Exhibit E**  
**SYSTEM ACCEPTANCE CERTIFICATE**

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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SECTION 10

# OUR COMMITMENT

Motorola Solutions products are growing and changing, as they have over the years, and Motorola Solution's drive for excellence has strengthened and intensified. From the five-pound Handie-Talkie™ radio to the lightweight models of today, Motorola Solutions has been the leading provider of two-way radio services to public safety, government, transportation, utility, and manufacturing enterprises. Motorola Solutions changed the way the world communicates, from making the equipment that carried the first words from the moon to the introduction of the DynaTAC cell phone in 1983. We were the first to bring Push-to-Talk over Cellular to market.

Throughout our history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, we strive to fulfill our commitment to make products and services better and to make sound recommendations that will guide Lake Zurich Police Department in linking your current and future communication needs and objectives with technology's ever-evolving promise.

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*Our Commitment 10-1*

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10-2 *Our Commitment*

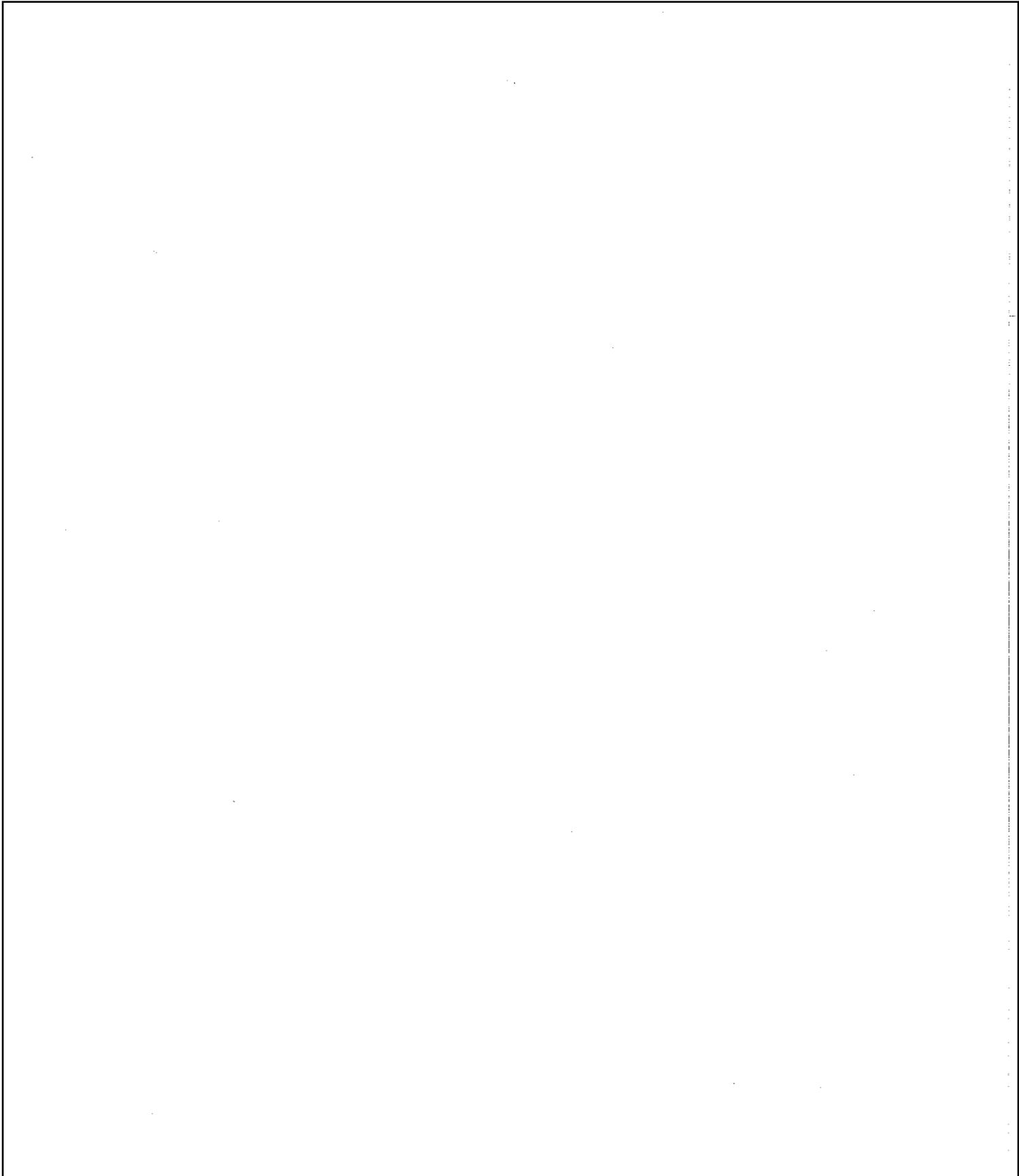
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# PRICE SUMMARY

## EQUIPMENT AND SERVICES

Description	Price
Hawthorn Woods APX6000 Lite Portables and Accessories QTY 6	\$24,466.00
Lake Zurich QTY 25 APX6000 Lite and Accessories and 5 APX6500 Lite Mobiles	\$118,316.00
Lake Zurich Dispatch – QTY 6 Consolettes and Services	\$83,771.00
PRICING EPIRATION: Contract signed by 9/10/2015	
<b>GRAND TOTAL:</b>	<b>\$226,553.00</b>
***PRICING is PER STARCOM21 CONTRACT and LAKE COUNTY SUBS CONTRACT	





*At the Heart of Community*

COMMUNITY SERVICES DEPARTMENT  
Public Works Division

505 Telsler Road  
Lake Zurich, Illinois 60047

(847) 540-1696  
Fax (847) 726-2182  
LakeZurich.org

AGENDA ITEM

61

**MEMORANDUM**

**Date:** July 27, 2015  
**To:** Jason T. Slowinski, Village Manager  
**From:** Michael J. Earl, Director of Community Services  
**Subject:** **Engineering Design Services: Robertson Road, South Shore Lane and Ironwood Court Water Main Replacement Project**

**Issue:** Funds are included in the FY 2016 budget for engineering design services associated with replacement of the water main under Robertson Road, South Shore Lane and Ironwood Court.

**Background:** The water main for Robertson Road, South Shore Lane and Ironwood Court is in need of replacement and is included in the 5-Year Capital Improvement Plan with construction anticipated in FY 2017. Given the age of the water main (60+ years) and the current layout (dead-end water main for Ironwood Court) there are frequent rusty water complaints from neighborhood residents. In addition, the water main is considered undersized to meet current fire suppression standards.

**Analysis:** Village Engineer Manhard Consulting provided the attached proposal for engineering design, surveying and bid preparation services in the amount of \$43,800. Staff considers the proposal fair and reasonable.

Manhard Consulting performed similar services for the recently completed Maple Ave and Terrace Lane water main project for which Manhard charged a fee of \$19,900. The proposed fee for this project is higher due to this being a much larger project consisting of 3000 lineal feet of replacement water main versus 1600 feet on Maple and Terrace. The FY 2016 budget includes \$78,000 for engineering design services.

**2014-2019 Strategic Plan:** This agenda item is consistent with an objective under Goal #3 – Infrastructure: *Ensure a sustainable, healthy and economical water source for current and future Lake Zurich residents.*

**Recommendation:** Approval of proposal from Village Engineer Manhard Consulting in an amount not-to-exceed \$43,800 for engineering design services for replacement of the water main fro Robertson Road, South Shore Lane and Ironwood Court.

w/Attachments:

- Map of Project Area
- Proposal dated June 24, 2015 from Manhard Consulting

cc: Michael Brown, Public Works Manager  
Steve Schmitt, Utility Services Superintendent

# Water Main Replacement Project Area



LZLZ68



- Civil Engineering
- Surveying
- Water Resources Management
- Water & Wastewater Engineering
- Supply Chain Logistics
- Construction Management
- Environmental Sciences
- Landscape Architecture
- Land Planning

June 24, 2015

Mr. Jason Slowinski, Village Manager  
Village of Lake Zurich  
70 East Main Street  
Lake Zurich, IL 60047

**RE: PROPOSAL FOR CIVIL ENGINEERING AND SURVEYING SERVICES  
2016 WATERMAIN REPLACEMENT PROJECT  
LAKE ZURICH, ILLINOIS**

Dear Mr. Slowinski:

We appreciate the opportunity to submit a proposal to provide civil engineering and surveying services to Village of Lake Zurich. Services are in connection with the proposed watermain replacement project, consisting of 3,000 LF of watermain located along Robertson Road, South Shore Lane, and Ironwood Court in Lake Zurich, Illinois. Manhard Consulting, Ltd. (Manhard) offers to provide the following services for fees as detailed below:

**TIME AND  
MATERIAL  
NOT TO EXCEED**

**I. TOPOGRAPHIC SURVEY AND UTILITY LOCATE PHASE (T)**

- |    |  |             |
|----|--|-------------|
| A. | Topographic Survey of the Robertson Road, South Shore Lane and Ironwood Court right-of-ways and adjacent land up to the northerly curb line of IL Route 22 and within 10' of the existing right-of-way lines. This survey would include cross sections at 50' intervals (approximately 2,700 lineal feet), locations of all parkway trees, limits of brush; and locations and elevations of manholes, inverts and visible above-ground utility structures as required for civil engineering design purposes. | \$11,200.00 |
|----|--|-------------|

This work would include the location of J.U.L.I.E. or private utility company markers, however, buried utilities (i.e., gas, telephone, electric, cable TV, etc.) would not be field located. If Client desires to have Manhard locate those utilities as marked by J.U.L.I.E. or private utility company (i.e., gas, telephone, electricity, street lighting, cable television, etc.), it is imperative that Client has the J.U.L.I.E. or private utility company locate completed prior to Manhard beginning topography. If the locate is not completed, this work would then be completed as an additional service.

Manhard Consulting, Ltd.  
900 Woodlands Parkway • Vernon Hills, Illinois 60061  
tel: (847) 634-5550 • fax: (847) 634-0095 • www.manhard.com  
ARIZONA • CALIFORNIA • COLORADO • ILLINOIS • INDIANA • NEVADA

Mr. Slowinski  
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		<b><u>TIME AND MATERIAL NOT TO EXCEED</u></b>
B.	Base Map Supplements. Provide a Base Map to be utilized in conjunction with the Topographic Survey detailed above. The Base Map would include the approximate location of right-of-way lines, property lines and existing residences based on GIS data and aerial maps. This information would not be field surveyed or verified for location or accuracy.	Included in A
C.	Base Map Verification. Analysis of the existing right-of-way lines and property lines based on additional field surveys and available plats. This work would only be completed if the Base Map detailed above is determined to be inadequate for engineering design purposes. This work would not be considered a Boundary Survey as defined in the Minimum Standards of Practice as indicated by the Illinois Professional Land Surveyors Act of 1989 (225 ILCS330, Part 1270, Section 1270.56 as amended).	\$2,400.00
<b>II. <u>FINAL ENGINEERING DESIGN PHASE (D)</u></b>		
A.	Prepare CAD-generated civil engineering drawings and specifications for on-site improvements as detailed below:	\$23,400.00
	<ol style="list-style-type: none"> <li>1. Utility and geometric plan and profile of the proposed watermain and water service extensions.</li> <li>2. Utilizing Manhard standard documents, prepare a specification and construction detail sheet for excavation, grading, curb and gutter, pavement, sanitary, storm and water service extensions.</li> </ol>	
	A reproducible plan set of the civil engineering drawings will be provided for use in printing and distributions at the time of initial plan completion by Manhard and again after final plan approval.	
B.	Prepare Illinois Environmental Protection Agency permit applications for water main.	Included in A
C.	Prepare Engineer's Estimate of Probable Cost for watermain construction.	Included in A
D.	Prepare Illinois Department of Transportation permit applications for work within the Illinois Route 22 right-of-way, if required.	Included in A

Mr. Slowinski  
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**TIME AND  
MATERIAL  
NOT TO EXCEED**

**III. BIDDING ASSISTANCE PHASE (BD)**

- |    |   |            |
|----|---|------------|
| A. | This phase would include the following:                               | \$6,500.00 |
| 1. | Prepare front-end bid documents utilizing Village specifications.     |            |
| 2. | Prepare advertisement for bid and assist Village in publication.      |            |
| 3. | Distribute plans to bidders and issue addenda as needed.              |            |
| 4. | Attend bid opening and prepare bid tab and acceptance recommendation. |            |

**IV. REIMBURSABLES (REIM)**

Reimbursables shall include outside consultant's fees, reproduction costs, messenger or special mail service, or other project-related expenses.	\$300.00 (Suggested Budget)
--	--------------------------------

We have included "Exhibit A", which details services not included in the scope of this Proposal. If you would like to add any of the listed additional services, please notify us and we will revise this Proposal accordingly.

General Terms & Conditions are in accordance with the "Agreement for Village Engineering Services between the Village of Lake Zurich and Manhard Consulting, Ltd." dated January 19, 2015. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by October 31, 2015.

Thank you again for the opportunity to submit this proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,  
MANHARD CONSULTING, LTD.

  
 \_\_\_\_\_  
 Peter Stoehr, P.E.  
 Municipal Project Manager

  
 \_\_\_\_\_  
 Peter Manhard, P.E.  
 Executive Vice President

PS/al

ACCEPTED: **VILLAGE OF LAKE ZURICH**

By: \_\_\_\_\_  
 (Authorized Representative)  
 \_\_\_\_\_  
 (Printed Name)

Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT A  
 ADDITIONAL SERVICES**

Additional services (including, but not limited to those listed below) shall be performed by Manhard, if requested, at an additional cost ("Additional Services"). The following services or items are not included within the scope of work outlined in this PROPOSAL to which this is attached unless specifically set forth therein. Such additional services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis, subject to the "Agreement for Village Engineering Services between the Village of Lake Zurich and Manhard Consulting, Ltd." dated January 19, 2015.

**I. ALL ENVIRONMENTAL SERVICES**

**II. ALL WETLANDS SERVICES**

**III. ALL LAND PLANNING SERVICES**

**IV. ALL LANDSCAPE ARCHITECTURAL SERVICES**

**V. ALL TRAFFIC SERVICES**

**VI. TOPOGRAPHICAL SURVEYING SERVICES**

- A. Preparation of off-site topographic surveys.
- B. Preparation of a detailed topographic survey inside the limits of on-site wetlands.
- C. Surveying of utilities located by J.U.L.I.E./utility locator service, other than as included in our proposal.
- D. Verification or determination of existing underground utilities that cannot be determined from visible observation and site topography. This would include uncovering buried or submerged structures or completing a "J.U.L.I.E." locate.
- E. Locations of existing door and stoops, and upper level or basement floor elevations for existing buildings.
- F. Drain tile survey or design.

**VII. SURVEYING SERVICES**

- A. Preparation of a Boundary Survey or an ALTA/ACSM Land Title Survey, subsequent revisions to the ALTA/ACSM Survey after first review, certification to successors and assigns or other unknown third parties, and preparation of additional or modified certificate language.
- B. Preparation of legal descriptions and/or exhibits for additional easements or easement vacations.
- C. Consultation with the Client, the title company or the Client's attorney with regards to the resolution of gaps and/or overlaps.

**VIII. FINAL ENGINEERING SERVICES**

- A. Preparation of engineering design and plans for any off-site utility or highway entrance improvements, including but not limited to pavement widening, sidewalks and street lighting required along Ela Road.
- B. Design or plan preparation of retaining walls.
- C. Analysis or study of municipal water system (including pressure and flow).

**IX. CONSTRUCTION SERVICES**

- A. Construction and surveying services, including verification and/or preparation of a wetland or tree location survey, verification or determination of existing underground utilities that cannot be determined from visible observation and site topography, staking of proposed improvements and preparation of record drawings.
- B. Staking for individual driveway curb cuts, tree protection or silt fencing.
- C. Preparation of a punchlist or assistance in coordination and correction of punchlist items including obtaining governmental approval and acceptance.
- D. Performing the duties of a construction coordinator including providing daily log of activities, field review of time and material work, and advising Contractors of the Client's schedules.
- E. Providing periodic or full-time on-site construction observation.
- F. Providing record information for gas, electric, telephone or cable television.

G. Monitoring as required by the NPDES.

X. **MISCELLANEOUS**

A. Attend additional meetings or public hearings not outlined above, with the Client, design team, or governmental agencies, including preparation of Exhibits.

B. Providing additional services in connection with the project including services normally furnished by the Client or services not otherwise provided for in this proposal such as, but not limited to, the use of consultants to prepare:

- Soils reports, borings, testing or inspections
- Structural or electrical designs
- Architectural services
- Landscaping plans
- Tree surveys
- Historical preservation and archaeological studies or reports
- Endangered species investigation and reports

C. Snow removal required to complete surveying or wetland delineation.

D. Overnight mail, messenger services, prints or mylars.

E. Additional services due to significant changes in general scope or character of the Project or its design including, but not limited to, changes in size, complexity, or character.

F. Revisions of previously approved site "sketch" plans, studies, reports, design documents, preliminary engineering plans, drawings and specifications, after substantial completion of preliminary or final design.

G. Providing additional services in connection with the Project to assist in obtaining permits from governmental agencies other than those listed.

H. Preparation of any special documents (other than the Final Engineering Plans and Contract Documents previously referenced in the Scope of Services) for Client's use in obtaining financing for the Project.

I. Planning, design, construction staking or construction services in connection with installation or relocation of utilities such as electrical, telephone, gas or cable television.

J. Services resulting from facts revealed about conditions: 1) which are different from information about such conditions that Client previously provided to Manhard and upon which Manhard was entitled to rely; or 2) as to which Client had responsibility to provide information and such information was not previously provided.

K. Preparing documents for alternate bids requested by Client for Contractor's work which is not executed or documents for out-of-sequence work.

L. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is expressly included as part of Basic Services).



*At the Heart of Community*

OFFICE OF THE VILLAGE MANAGER

70 East Main Street  
Lake Zurich, Illinois 60047

(847) 438-5141  
LakeZurich.org

AGENDA ITEM

8A

**MEMORANDUM**

Date: July 29, 2015  
To: Jason T. Slowinski, Village Manager  
From: Roy T. Witherow, Assistant Village Manager  
Sam Hubbard, Village Planner  
Subject: Lakeland Asset Management/Jade Development Proposal

**Issue:** On June 3, 2015, Village Planner Sam Hubbard and Assistant Village Manager Roy Witherow met with John Breugelmans of Lakeland Asset Management and Greg Schwermer from Jade Development regarding a proposed development for a portion of the assemblage of parcels commonly known as "Block G". It was advised that Mr. Breugelmans and Mr. Schwermer prepare appropriate materials for a courtesy review before the Village Board to include basic development characteristics of their concept, any relief anticipated from the Village, any assistance from the Village, a timeline for construction, and any other items that might be pertinent to the development. Mr. Breugelmans and Mr. Schwermer have submitted the attached materials for Board review and comment at its August 3, 2015 regular meeting.

**Analysis:** The proposed site is approximately 3.3 acres in size and within the original downtown TIF that was established in 2003. The property is within the B-2 Central Business zoning district as well as the DR "Downtown Redevelopment" overlay zoning district. The developer is proposing a density of between 30-36 dwelling units per acre and a building size of 65' in height, which would require PUD approval. Proposed parking at 1.2 spaces per unit conforms to Downtown Redevelopment overlay district requirements. Of note, the developer is asking for the following contributions from the Village:

- Permit fee and water and sewer connection fee reductions.
- Abatement of real estate taxes for two years.
- Transfer of a 1/3 acre Village owned property to the developer.

It is unclear if the development can move forward without these contributions from the Village.

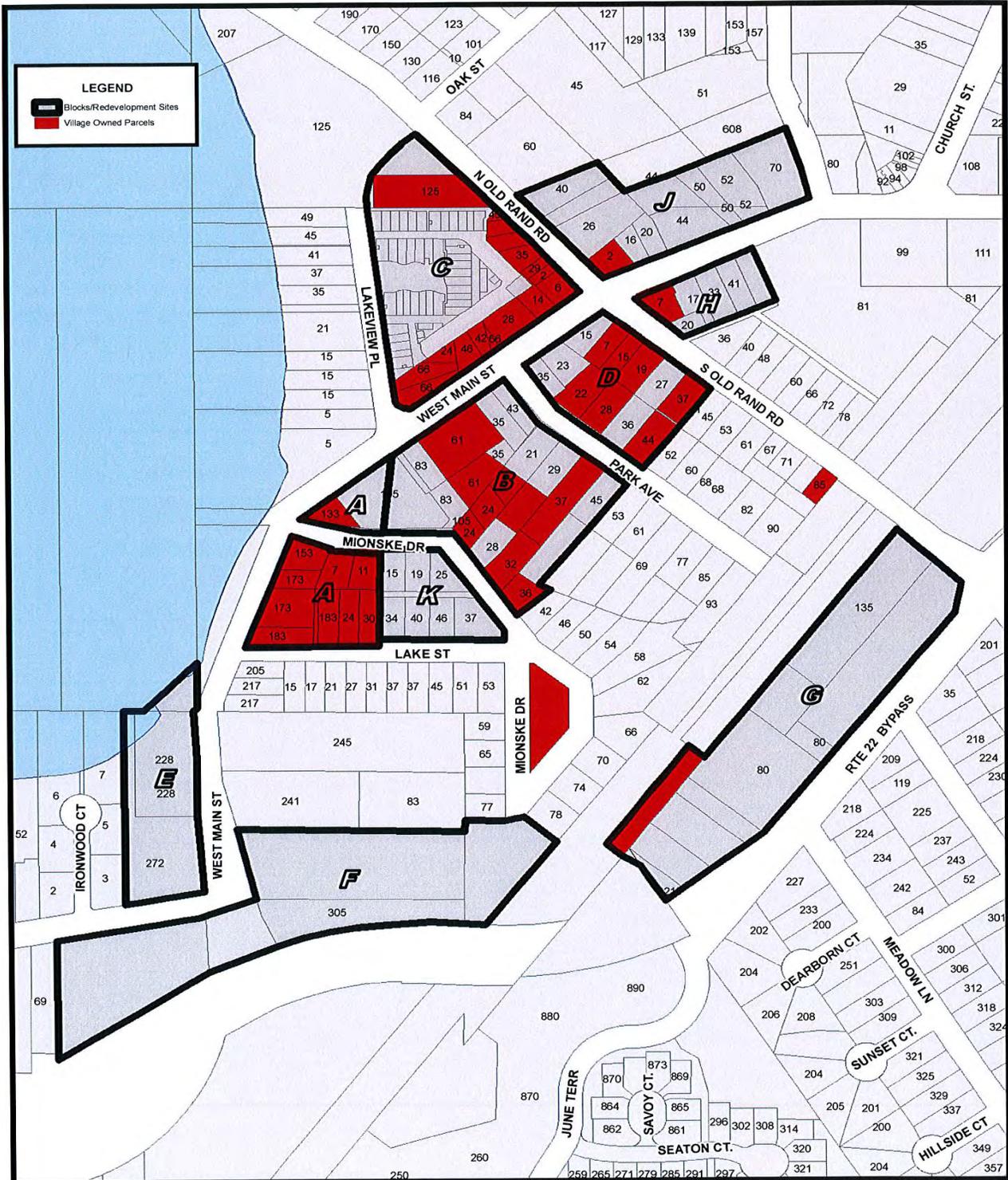
**Recommendation:** No recommendation at this time. Mr. Breugelmans and Mr. Schwermer have requested a courtesy review of the Board prior to any further action.

w/Attachments:

- Map of Village Parcels indicating location of Block G
- Proposal from Lakeland Asset Management and Jade Development for Construction of a Residential Development on Portions of Block G

# Village of Lake Zurich Village Owned Parcels

Updated: 6/5/12





10 HIDDEN BROOK DRIVE  
NORTH BARRINGTON, IL 60061

July 28, 2015

Roy T. Witherow  
Assistant Village Manager  
Village of Lake Zurich, IL 60047

Dear Roy,

As per your email of July 13, 2015, we, Lakeland Asset Management and Jade Development ("Developer") hereby submit our proposed development for the property consisting of parcels 1 through 7, as depicted on the attached ALTA survey (Exhibit 1), on Route 22 in Lake Zurich.

#### THE DEVELOPMENT

The development consists of a residential assembly which will include 100 to 120 luxury apartments in a six-story building which will include:

- 5 residential floors above
- 2 indoor parking level (one underground, the other at grade)
- outdoor parking for visitors
- tennis courts
- fitness center
- club room
- party room
- private garden
- dog walk space

The attached Exhibit 2 relates the development to the overall downtown Lake Zurich geosphere. Exhibit 3 depicts the location of the development in more detail, showing a west and an east wing joined together by a central core tower housing elevators, firestairs and utilities.

#### STYLE OF CONSTRUCTION

The architecture will be neo-classic, incorporating transitional concepts that take past and current architecture in Lake Zurich a stride towards the use of materials and technologies of today's proven trends. Exhibit 4 depicts a very schematic façade approach which does not provide details of façade materials. However, as indicated above, the building exterior will be befitting a Lake Zurich that, over the more recent years, has proven to be forward looking.

The attached examples of recent architecture in the apartment building realm attached hereto are indicative of what the developer would use as reference points:

- EXHIBIT 5 - Riverside Plaza, Algonquin. This project, 63 luxury apartments and 10,000 SF of retail was developed by the undersigned. Construction was completed at the very end of 2014 and today the building is close to 70% occupied.
- EXHIBIT 6 - Cardinal Square in Mundelein (also on a railroad track)
- EXHIBIT 7 - The AMLI apartment building, Vernon Hills
- EXHIBIT 8 - The Commons at Town Center, Vernon Hills
- EXHIBIT 9 - Woodview Apartments, Deerfield

RELIEF FROM VILLAGE CODES

Developer asks the Village to consider approve density and building height.

The development will contain 100 to 120 apartments. Parking will be at a ratio of 1.2 indoor parking stalls per apartment. An adequate number of visitors parking will be outside.

The building height will be approximately 65 feet above grade.

ASSISTANCE FROM VILLAGE

Developer asks the following assistance from Village:

- The property is in the TIF district. Developer asks for some relief on review costs, tap and sewer fees and on real estate taxes for the first 2 years.
- The transfer of the Village property at the northwestern boundary (see Exhibit 10) to Developer.

Yours Sincerely,

A handwritten signature in black ink, appearing to read "John Breugelmanns", with a horizontal line extending to the right.

John Breugelmanns



EXHIBIT 2



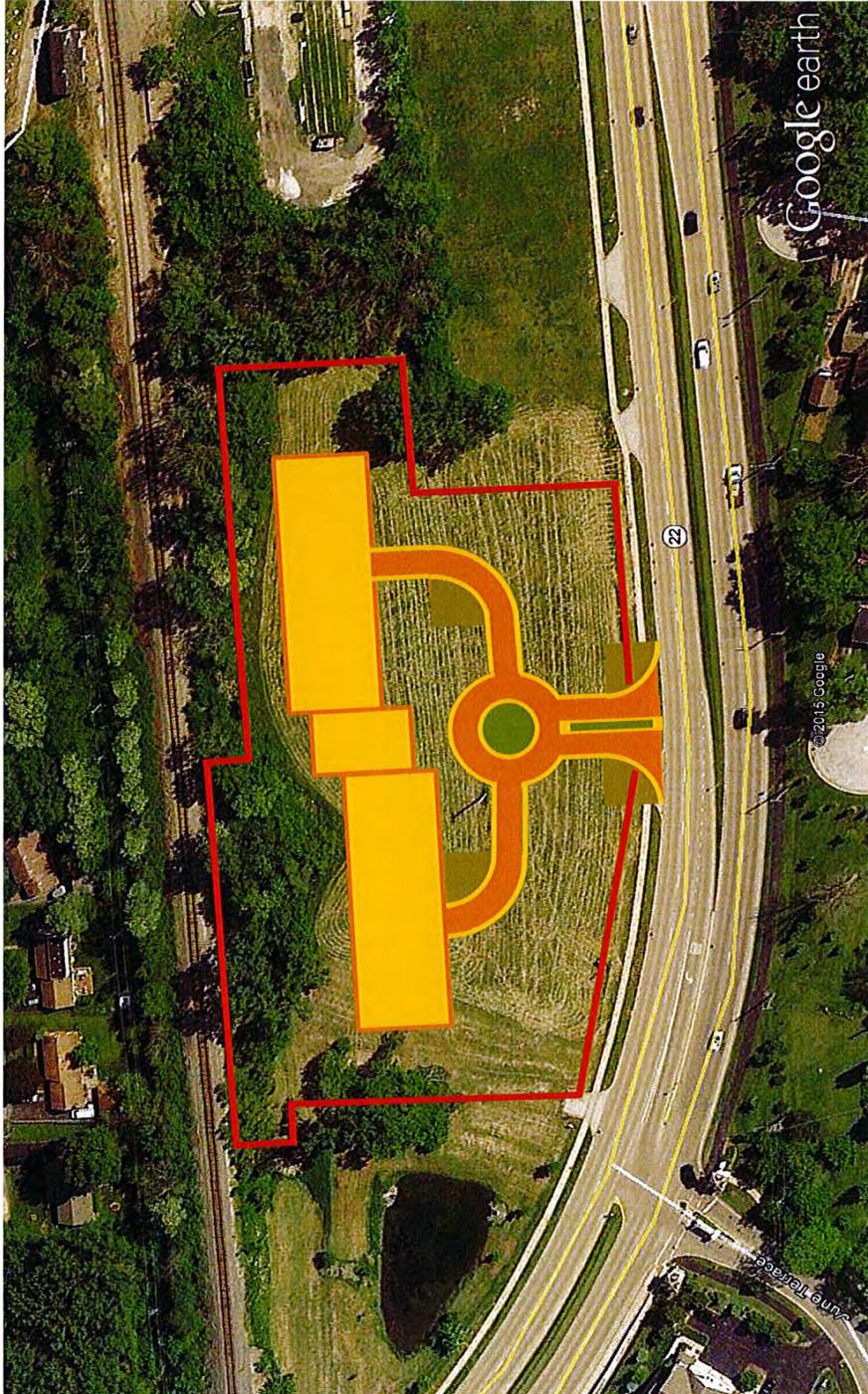


EXHIBIT 3

EXHIBIT 4

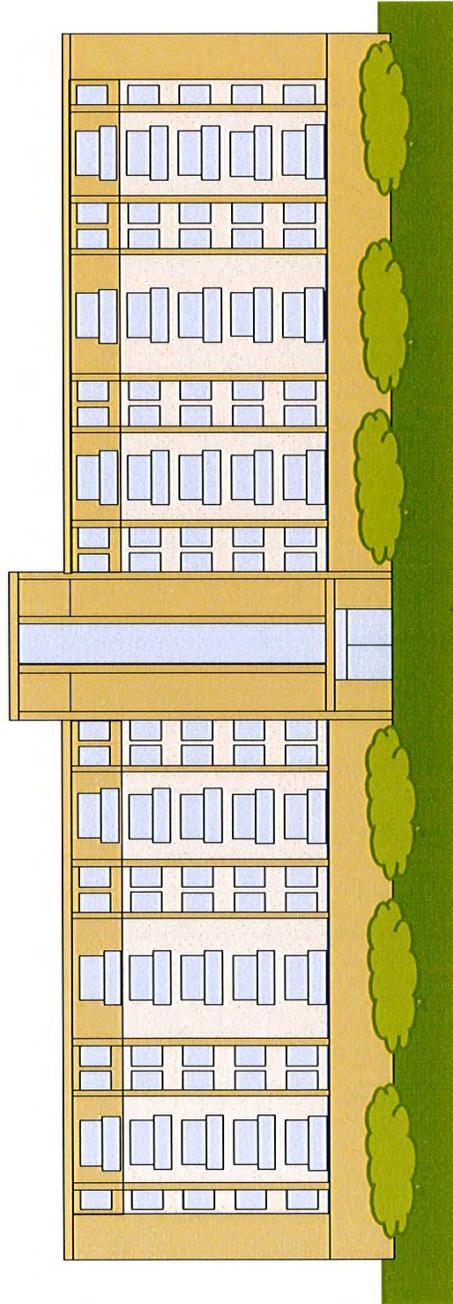


EXHIBIT 5



**EXHIBIT 6**



EXHIBIT 7



EXHIBIT 8



EXHIBIT 9

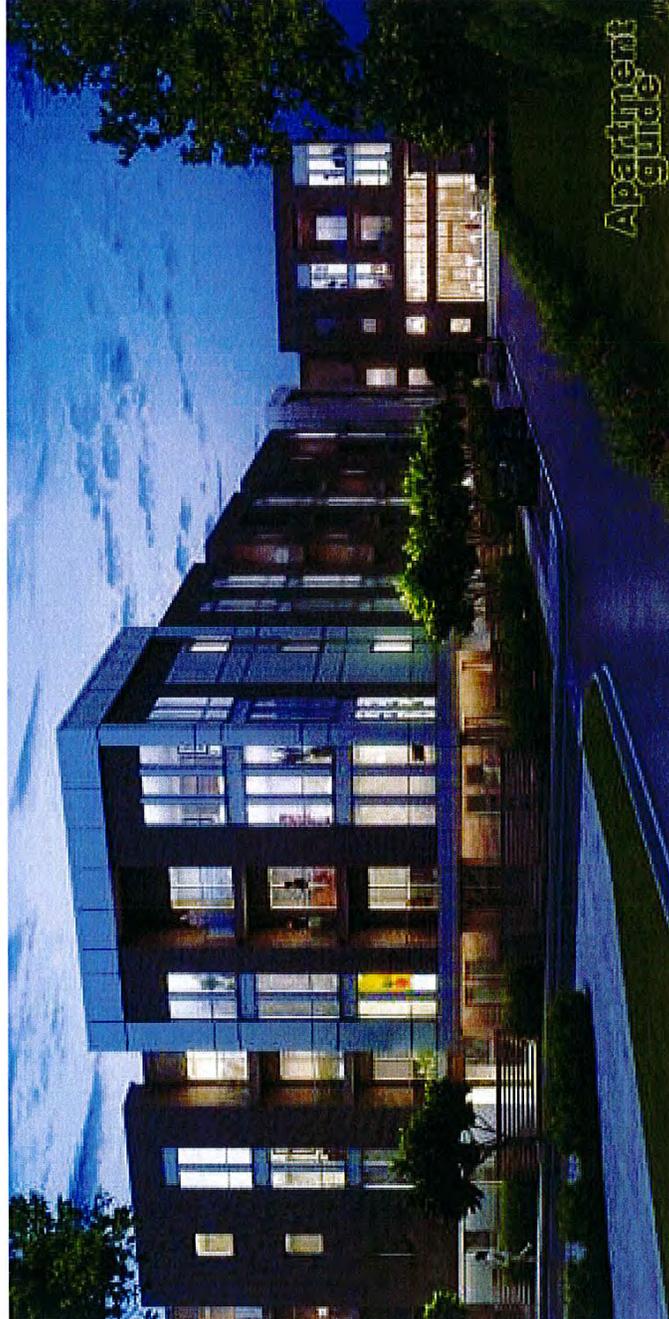
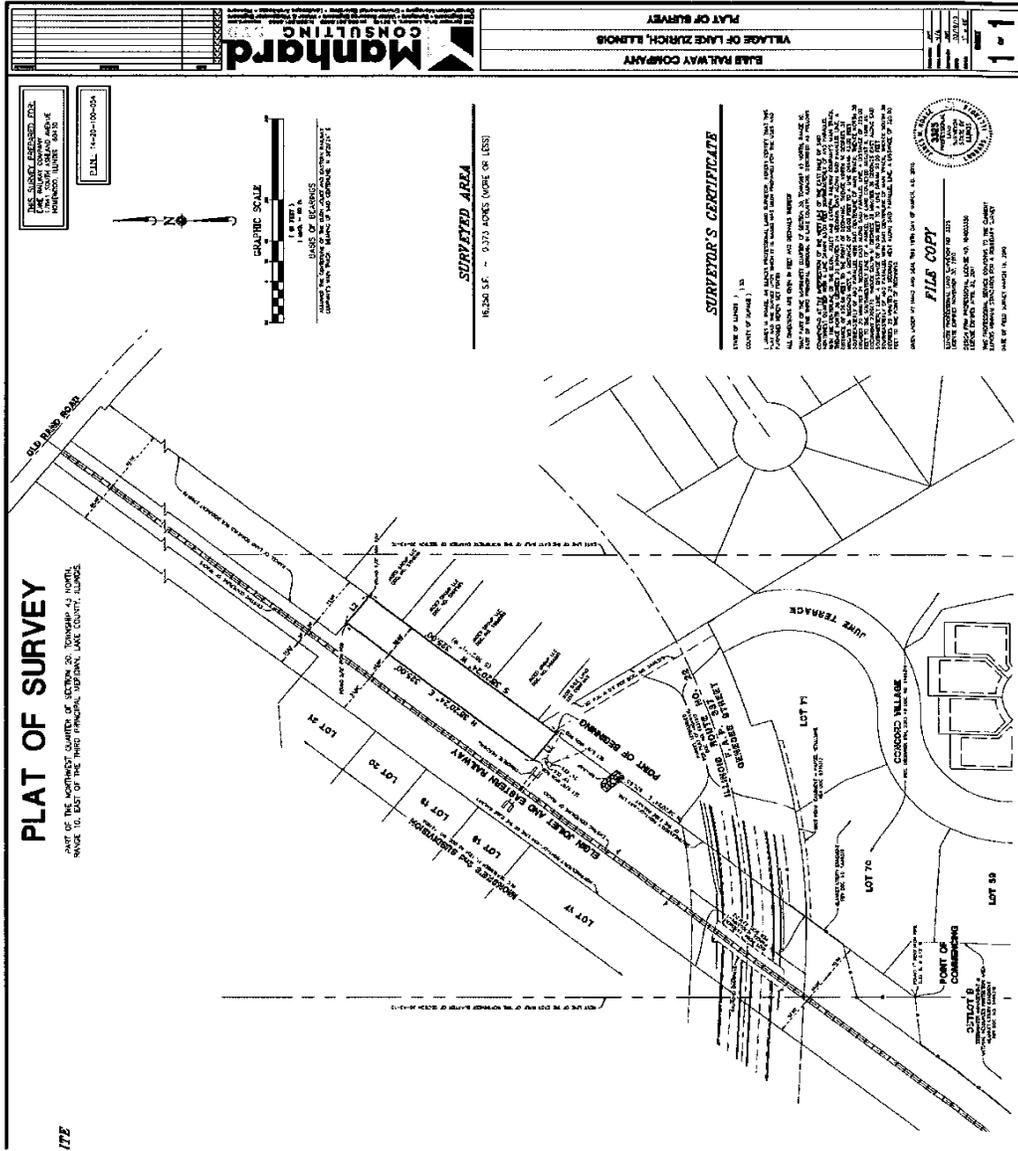


EXHIBIT 10





*At the Heart of Community*

COMMUNITY SERVICES DEPARTMENT  
Building and Zoning Division

505 Telsler Road  
Lake Zurich, Illinois 60047

(847) 540-1696  
Fax (847) 726-2182  
LakeZurich.org

AGENDA ITEM

8B

**MEMORANDUM**

Date: July 27, 2015  
To: Jason T. Slowinski, Village Manager  
CC: Michael J. Earl, Director of Community Services  
From: Sam Hubbard, Acting Director of Building & Zoning  
Subject: Zoning Application for U-Haul – 300 East Main Street

**Issue:** Heather Skelton, president of marketing for U-Haul of the NW Chicago Suburbs (the “Applicant”), has filed a zoning application in relation to property located at 300 East Main Street (the “Subject Property”), seeking approval of:

- A Special Use Permit to allow miniwarehouse warehousing and self-storage warehousing (SIC #4225), truck rental, except industrial: without drivers (SIC #7513), and trailer and utility trailer rental (SIC #7519).

Approval of these Special Use Permits will allow the Applicant to operate a U-Haul storage locker and truck rental facility on the Subject Property. The application has been heard by the Planning & Zoning Commission and now appears before the Village Board for final approval.

**Analysis:** The Planning & Zoning Commission (PZC) held two public hearings on the application, the first on June 17<sup>th</sup> and the second on July 15<sup>th</sup>. After much consideration, the PZC voted 5-2 in favor of a recommendation of approval of the Special Use Permits subject to five conditions (included below). Staff’s evaluation of the application determined that not all standards of approval had been met and therefore staff recommended denial of the application. However, the PZC’s evaluation determined that the necessary standards of approval had been met.

U-Haul submitted a concept site plan along with their application (attached for reference). This site plan is a conceptual plan only. Therefore, approval of the Special Use Permits does not authorize or require that the Applicant reconfigure the site as depicted on the concept site plan. Although staff advised the Applicant that the preferred method to ensure proper site layout and mitigation of adverse impacts would be to obtain Special Use Permit approval concurrently with

Site Plan and Exterior Appearance approval, the Applicant opted to obtain the Special Use Permit first and then to come back before the Village for Site Plan and Exterior Appearance approval at a later date. Approval of the Special Use Permits without Site Plan and/or Exterior Appearance approval means that the Applicant can begin operations without making any exterior improvements to the site beyond what is required within the five conditions below.

The PZC spent a considerable amount of time deliberating the impact of the proposed use on the neighboring residential areas, the safety of trucks turning in and out of the facility, and the visual impact of trucks being parked out in front of the business. As a means to address these impacts, the PZC included five conditions relative to their recommendation of approval:

1. That the Special Use Permits be granted only to the U-Haul Company of Northwest Chicago and their subsidiaries and that the Special Use Permits are not transferable to another user.
2. That all trucks and trailers be screened per staff review.
3. That the water tower and pump shed on site be removed.
4. That a 3' berm be installed along the southern and western property lines, subject to IDOT review and approval should the berm fall within IDOT Right-of-way.
5. That the Dispatch and Repair (D&R) overhead doors be closed during repair operations.

While staff believes that these standards can help to mitigate some of the adverse impacts, staff has some concerns with condition #2 in that the condition is overly general and therefore difficult to implement and enforce. For example, does "screening" mean that the trucks and trailers must be completely behind the building? Does "screening" mean a row of evergreen trees? Does screening mean a 6' tall wood fence? The business model and basic operations of the facility will involve trucks being parked out front for loading/unloading and for rental pickup and drop-off, therefore, it will be impossible for the applicant to achieve screening at all times. Staff believes that the Village Board should clarify the type of screening that they would like to require.

Staff would be in a better position to address screening issues if the applicant were made to submit a definitive site plan. Because a definitive site plan was not received, it was difficult for both staff and the PZC to understand the true impact of this use on the surrounding properties. The successful use of the site, including U-Haul's ability to mitigate the adverse impacts of their use, is fundamentally linked to a well-designed site layout and staff has strong concerns with the feasibility of the conceptual site plan. This was a primary reason in staffs evaluation and ultimate recommendation of denial. The general conditions of approval as recommended by the PZC were an attempt to address a wide range of potential impacts from an undefined site layout. U-Haul continues to maintain that they will apply for Site Plan approval only after approval of their Special Use Permit.

A detailed evaluation and summary of the project can be found in the attached Staff Report that was provided to the Planning & Zoning Commission.

**Recommendation:** The Planning & Zoning Commission voted 5-2 in favor of a recommendation of approval subject to the conditions as outlined above. Staff does not concur with the recommendation of approval by the Planning & Zoning Commission. However, if the Village Board determines that the approval standards have been met and the application is to be approved, staff advises that condition #2 be further defined prior to approving the attached ordinance.

w/Attachments:

1. Staff Report
2. Approval Ordinance
3. Cover Letter from applicant
4. Conceptual Site Plan.



*At the Heart of Community*

COMMUNITY SERVICES DEPARTMENT  
Building and Zoning Division

505 Telser Road  
Lake Zurich, Illinois 60047

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LakeZurich.org

**APPLICATION PZC 2015-06 #1**

**AGENDA ITEM 3A**

### STAFF REPORT

To: Chairperson Stratman and Members of the Planning & Zoning Commission  
From: Sam Hubbard, Acting Director of Building & Zoning  
CC: Michael J. Earl, Director of Community Services  
Date: July 10, 2015  
Re: **PZC 2015-06 #1 Zoning Application for U-Haul, 300 E. Main St.**

**Summary:** Ivy O'Donnell (the "*Applicant*"), Executive Assistant with U-Haul of Northwest Chicago Suburbs, is the Applicant for the proposed U-Haul rental facility to be located at 300 East Main Street and legally described in **Exhibit A** attached hereto (the "*Subject Property*"). The Applicant filed an application with the Village of Lake Zurich received May 19, 2015 (the "*Application*") seeking:

- A Special Use Permit to allow miniwarehouse warehousing and self-storage warehousing (SIC #4225), truck rental, except industrial: without drivers (SIC #7513), and trailer and utility trailer rental (SIC #7519).

The Subject Property is within the Village's I Industrial Zoning District.

Pursuant to public notice published on May 27, 2015, in the *Daily Herald*, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for June 17, 2015, to consider the Application. On May 26, 2015, the Village posted a public hearing sign on the Subject Property (**Exhibit B**).

On April 6, 2015, U-Haul appeared before the Village Board for a Courtesy Review. At that meeting, the Village Board provided preliminary feedback on the concept.

**Preliminary Findings:** The Planning & Zoning Commission met on June 17<sup>th</sup> to discuss the Application and begin the public hearing process. At the end of the meeting, the Commission voted to continue the public hearing until the July 15<sup>th</sup> meeting. During the June meeting, several concerns with the proposal were discussed, including:

- Truck activity on the site, particularly the peak in truck activity on weekends and the 24 hour ability of clients to drop off trucks and access the storage lockers.
- The safety of truck ingress/egress from the site, specifically the fact that many of the rental trucks will be used by clients with little experience driving trucks.
- The location of the truck staging area and its effect on neighboring properties
- The lack of details regarding proposed efforts to mitigate the impact of the use through landscaping or other screening mechanisms.

- The permanent parking of trucks for advertising purposes near the corner of East Main Street and Buesching Rd.
- The location of the proposed use and Subject Property as being directly adjacent to two residential areas (to the west and to the south).
- The location of the truck staging area at the front of the site.

Since the June meeting, U-Haul has revised their conceptual site plan and submitted a short narrative describing how they have addressed some of the items brought up at the public hearing. This material has been included within the packet for the Planning & Zoning Commission, and staff has summarized some of the major changes below:

- The addition of 22 trees and a 3' tall berm along the perimeter of the property abutting East Main Street and Buesching Rd.
- The removal of the water tower and brick equipment shed, and their replacement with asphalt
- The proposed one-pylon sign has been replaced with three potential alternatives, two of which are two-pylon monument style signs, the third is a ground sign. All signs contain changeable copy letters.
- The truck staging area has been shifted from the front of the building to the side of the building and the orientation of the staging area faces towards the side and not towards the front.

Although the above revisions represent an improvement over the original proposal, staffs concern with the overall use of the Subject Property remains. While the addition of perimeter trees and a berm will soften the appearance of the trucks, it may not have a significant effect on the noise/disturbance that will be generated by the trucks or the clients that may be accessing the site at all hours of the day. It should also be noted that the majority of proposed trees and berming along East Main Street is proposed outside of the property boundaries and within the IDOT Right-of-Way, which would require IDOT review and approval.

The conceptual plan includes the addition of two Dispatch and Repair (D&R) bays with overhead doors that directly face East Main Street. These overhead doors may be considered unsightly facing a public street and will likely involve trucks backing in or out, which will include the associated beeping noise with such activity. Residential homes are located directly across the street from these D&R bays. The permanent display area for trucks at the corner of East Main Street and Buesching remains, and the Applicant has stated that this display area is crucial for their successful use of the site as a U-Haul facility. Staff believes that this exterior parking area for trucks at the front of the site will have a negative impact on the image of the Village.

While staff respects U-Haul's desire to secure Special Use Permit approval prior to designing detailed construction drawings and plans for the site, staff believes that the conceptual site plan contains significant issues and may not be viable. The successful use of the site, including U-Haul's ability to mitigate the adverse impacts of their use, is fundamentally linked to a well-designed site layout and staff has strong concerns with the feasibility of the conceptual site plan. Not only does the conceptual site plan include the removal of all mature trees in the front yard and their replacement with a parking lot, but the parking lot does not meet the required 50' front yard setback and would necessitate a variance. With the Applicant unwilling to submit plans to concurrently go through the Site Plan approval process, it is difficult for staff to ensure a successful outcome for the ultimate site design and layout.

Given the characteristics of U-Haul's use of the site, staff believes that approval of this Special Use Permit will have a negative impact on surrounding property owners. The overall use of the site as a truck rental and mini-warehouse facility, combined with concerns regarding the conceptual site plan and the proposed operations of U-Haul, has led staff to question of the ability of this development to succeed.

Staff has analyzed the revised Application relative to its conformance to the required Standards for Special Use Permits as outlined in 9-19-3 of the Zoning Code. This analysis is contained within Exhibit C.

Detailed staff reviews from Building and Zoning, Public Works, Manhard Engineering, the Fire Department, and Police Department are attached.

**Recommendation:** The Planning & Zoning Commissions recommendation should be based on the standards included in Section 9-19-3 Standards for Special Use Permits.

*Please refer to **Exhibit C** for Staff's responses to these zoning standards. The Zoning Code requires that a recommendation of approval should be made only after all of the required standards of approval have been met. Based on Staff's review, not all of the standards for approval for this special use have been met. Therefore, staff recommends that the Planning & Zoning Commission make a motion to the Board of Trustees to recommend the denial of approval of this Application.*

Should you have any questions, please call me at 847-540-1759.

**STAFF REPORT EXHIBIT A  
LEGAL DESCRIPTION OF SUBJECT PROPERTY**

THE WEST 724 FEET OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ IN SECTION 16, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 33.0 FEET THEREOF), (EX THE EAST 33.55 FEET THEREOF) AND (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS FOR ROAD PURPOSES, BY DOCUMENT 4047637), IN LAKE COUNTY, ILLINOIS.

THE ABOVE DESCRIPTION DESCRIBES THAT SAME PROPERTY AS IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 1409 CB5900226 NB, DATED NOVEMBER 25, 2014.

**STAFF REPORT EXHIBIT B  
PUBLIC HEARING SIGN ON SUBJECT PROPERTY**



**STAFF REPORT EXHIBIT C  
REVIEW OF COMPLIANCE WITH ZONING STANDARDS  
FOR 300 EAST MAIN STREET**

**9-19-3                      STANDARDS FOR SPECIAL USE PERMITS**

A. General Standards. No special use permit shall be recommended or granted pursuant to this Chapter unless the applicant shall establish that:

1. Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the official Comprehensive Plan.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. One of the purposes of the Zoning Code is to “establish a rational pattern of land uses and encourage the most appropriate use of individual parcels of land in the village.” U-Haul is not the most appropriate land use for the Subject Property in that it will interfere with neighboring properties through the increase of truck related noise (loading and unloading of trucks, trucks backing up, etc.) entering, leaving, and within the Subject Property. This additional noise within the vicinity, which is adjacent to multi-family residential housing to the west, single-family residential housing to the south, and a religious institution directly across the intersection of Buesching and East Main Street, appears to be inconsistent with existing and surrounding uses, residents, and occupants. The high volume of rental trucks and their ability for 24 hour operation within the site will become a nuisance for these surrounding land uses.

Another one of the purposes of the Zoning Code is to “encourage compatibility between different land uses and protect the scale and character of existing development from the encroachment of incompatible uses.” Given the unique location of the Subject Property, as zoned industrial but adjacent to multi-family and single-family residential, the use of the Subject Property as a U-Haul facility is not compatible with the surrounding properties. Issuance of a Special Use Permit for truck and trailer rental is more compatible for an industrially zoned site within the industrial park as opposed to the Subject Property which is on the fringe of the park and adjacent to a religious institution and residential uses.

2. No Undue Adverse Impact. The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. The location of the proposed use will have a substantial adverse effect upon adjacent property, in particular the neighboring residential property to the south and west. In addition to its general operations during the day, U-Haul’s peak hours of operation fall on the weekends, specifically, weekends at the end of every month when monthly leases are up and people are moving. The corresponding peak in weekend truck

activity at this location, which is accompanied by typical disturbances associated with truck movement, coincides with typical off days for homeowners and residents.

Additionally, U-Haul allows 24 hour access to its storage lockers and offers clients the ability to drop off rental trucks at any hour of the night. The around-the-clock use is not compatible with the adjacent residential areas and therefore the Applicants business operations, including weekend activity, will have a substantial adverse effect on the adjacent residential properties.

3. No Interference With Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. As documented above, the operation of the truck and trailer rental use will interfere with the surrounding residential neighbors. Additionally, the proposed arrangement of the site as shown on the Conceptual Site Plan dated 6/23/15, shows a parking lot that would encroach on the front yard setback. Parking areas in front yard setbacks are not typical of the surrounding properties and the proposed use of the Subject Property as such would therefore dominate the immediate vicinity.

Additionally, U-Haul has proposed the permanent parking of trucks at the corner of East Main Street and Buesching Road, as well as the outdoor parking of trailers at other areas on the Subject Property. The prominent location of this equipment is not typical in the immediate vicinity and will interfere with the use and enjoyment of the surrounding residential areas.

4. Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard appears to be met. The location of the Subject Property at the lighted intersection of Buesching and East Main Street, can accommodate the increase in vehicular traffic. A new water line exists on the property and can accommodate fire protection services, but the existing fire suppression system must be shut off and removed. The Applicant has agreed to make this change. Drainage, police protection, and refuse disposal will be adequately provided. Parks, libraries, and schools should not be impacted by the proposed Special Use Permit.

5. No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through the surrounding streets.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard appears to be met. The location of the Subject Property along East Main Street (Route 22), which contains two lanes of traffic

in both directions, is capable of handling the increase in vehicular traffic that would result from this development. The lighted intersection at the Subject Property provides a safe means of ingress and egress onto East Main Street.

6. No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard appears to be met. There will be no change to any natural, scenic, or historic feature as a result of the occupancy of U-Haul within the existing building.

7. Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard appears to be met. Staff have not identified any additional standards for mini self-storage warehousing, truck rental, and trailer rental that are imposed by the Code.

8. Positive Effect. The proposed special use creating a positive effect for the zoning district, its purpose, and adjacent properties shall be placed before the benefits of the petitioner.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. The proposed Special Use Permit will not have a positive effect on adjacent properties, as outlined above.

- B. Special Standards for Specified Special Uses. When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district, a permit for such use in such district shall not be recommended or granted unless the applicant shall establish compliance with such special standards.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard appears to be met. Staff have not identified any additional special standards required for the proposed Special Uses.

- C. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Board of Trustees shall consider:

1. Benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. While this business operation could potentially provide a benefit to the community, this benefit does

not appear to outweigh the negative impacts of this facility at this particular location given the adverse impacts on neighboring residential uses.

2. Alternative Locations. Whether the purposes of the zoning code can be met by the location of the proposed use and development in some other area or zoning district that may be more appropriate than the proposed site.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. The location of this particular use is more appropriate in the interior of the industrial park as opposed to the proposed location on the Subject Property located at the edge of the industrial park and adjacent to residential uses.

3. Mitigation of Adverse Impacts. Whether all steps possible have been taken to minimize any substantial or undue adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

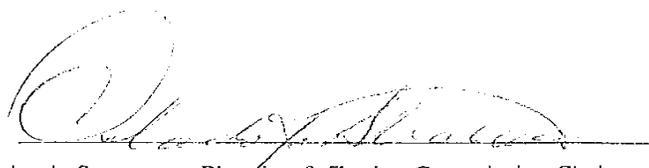
**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. The Applicant has only submitted a concept plan showing desired site changes that could possibly address certain of the adverse impacts of their proposed use, which plan is lacking in amenity and does not appear to have taken all steps possible to minimize adverse effects. This concept site plan shows the permanent parking of trucks at the corner of the Subject Property abutting East Main Street and Buesching Road, which only exacerbates the adverse impacts of the use on the immediate vicinity. Additionally, this plan shows the removal of several mature trees on the property and their replacement with a parking lot (which parking lot encroaches on the front yard setback along East Main Street). The plan also shows the addition of two D/R bays at the front of the building, which faces East Main Street and the single-family residential homes across the street. Parking areas that encroach on the front yard setback, the removal of mature trees, and a D&R bay that faces a public street and neighboring residential homes all together amount to negative impacts on the immediate vicinity. Although some steps have been taken to add landscaping, a berm, and the relocation of the staging area, all steps possible have not been taken.

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**LAKE ZURICH PLANNING & ZONING COMMISSION  
FINAL FINDINGS & RECOMMENDATIONS  
FOR 300 EAST MAIN STREET  
JULY 15, 2015**

The Planning & Zoning Commission does not recommend approval of the Application PZC 2015-06 #1, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated July 10, 2015 for this Application and subject to any changes or approval conditions as listed below:

1. That these special use permits are hereby granted only to the U-Haul Company of Northwest Chicago and their subsidiaries and are non-transferable to another user.
  2. That all truck and trailers be properly screened pursuant to staff review and approval.
  3. That the water tower and pump shed on site be removed.
  4. That a three foot (3') berm be installed along the southern and western property lines, subject to review and approval by Village staff and IDOT review and approval should the berm fall within IDOT jurisdiction or right-of-way.
  5. That the Dispatch and Repair (D & R) overhead doors be closed during repair operations.
- Without any further additions, changes, modifications and/or approval conditions.
- With the following additions, changes, modifications and/or approval conditions:



Orlando Stratman -- Planning & Zoning Commission Chairman  
Planning & Zoning Commission Chairman

**ORDINANCE NO. 2015-\_\_\_\_\_ - \_\_\_\_\_**

**AN ORDINANCE GRANTING SPECIAL USE APPROVAL  
(U-Haul – 300 E. Main Street)**

WHEREAS, Ivy O'Donnell (the "Applicant"), as Executive Assistant with U-Haul of Northwest Chicago Suburbs, is seeking special use approvals for the operation of storage and truck/trailer rentals on the property located at 300 E. Main Street, in the Village of Lake Zurich ("Subject Property"); and

WHEREAS, a courtesy review was conducted by the Village Board on April 6, 2015 and the Village Board provided its comments to the Applicant on these possible operations requiring special use approvals at the proposed 300 E. Main Street location in the Village; and

WHEREAS, the Applicant has filed PZC 2015-06 #1 Zoning Application for the above approvals, dated May 19, 2015 (the "Application") seeking the following special use approvals:

- Special use permit(s) to allow miniwarehouse warehousing and self-storage warehousing (SIC #4225), truck rental, except industrial: without drivers (SIC #7513), and trailer and utility trailer rental (SIC #7519) on the Subject Property;

WHEREAS, the Applicant seeks these zoning approvals under the Zoning Code of the Village of Lake Zurich in order to petition for a special use(s) for a warehousing storage facility, self-storage, and trailer/truck rental operation for the Subject Property, said property located within the Villages I Industrial Zoning District, as legally described on **Exhibit A** attached hereto; and

WHEREAS, in compliance with the law, and the requirements of the Zoning Code of the Village, notice was published on May 27, 2015, in *The Daily Herald*, and the Village posted a public hearing sign on the Subject Property on May 26, 2015, as shown on **Exhibit B** attached hereto, both the newspaper and sign notices informing the public of a public hearing to be held before the Lake Zurich Planning and Zoning Commission on June 17, 2015, to consider the Application for these zoning approvals; and

WHEREAS, on June 17, 2015, the Plan and Zoning Commission opened and conducted the public hearing, then continued the matter for further hearing on this Application until July 15, 2015, for these zoning approvals; and

WHEREAS, the Lake Zurich Planning and Zoning Commission received and considered the STAFF REPORT dated July 10, 2015, to consider the request for these zoning approvals to grant a special use(s) to allow miniwarehouse warehousing and self-storage warehousing (SIC #4225), truck rental, except industrial: without drivers (SIC #7513), and trailer and utility trailer rental (SIC #7519) for the Subject Property pursuant to Section 9-6-3 of Chapter 6, Title 9 of the Zoning Code of the Village, within its I Industrial Zoning District, and considered all of the applicable factors required under Section 9-19-3 of Chapter 19 of Title 9 of the Zoning Code, and, after the conclusion of the public hearing, the Planning and Zoning Commission voted 5-2 to recommend that the Board of Trustees approve the zoning changes requested in this Application, subject to certain conditions; and

WHEREAS, the President and Board of Trustees of the Village of Lake Zurich have considered the findings and recommendations of the Planning and Zoning Commission,

including the STAFF REPORT , consisting of 10 pages, including the conditions recommended by the Planning and Zoning Commission dated July 15, 2015, said REPORT attached hereto as **Exhibit C**, and setting forth the findings and recommendations of the Planning and Zoning Commission, most specifically that information and those standards included in said REPORT and from the public hearing that address the request for the special uses for these zoning approvals to grant the requested a special use(s) for the Subject Property pursuant to Section 9-6-3 of Chapter 6, Title 9 of the Zoning Code of the Village, within its I Industrial Zoning District, and having considered all of the applicable factors required under Section 9-19-3 of Chapter 19 of Title 9 of the Zoning Code, and having considered all of the facts and circumstances affecting the Application and these approvals, the President and Board of Trustees have determined that the applicable standards related to these zoning approvals have been met.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, as follows:

**SECTION 1: ADOPTION AND INCORPORATION OF RECITALS.** The foregoing recitals, recommendations, conditions, drawings, exhibits and plans are incorporated herein as findings and requirements of the President and Board of Trustees, and all **Exhibits** referenced herein are made a part of and incorporated into this Ordinance and related approvals, except of otherwise provided below.

**SECTION 2: GRANT OF APPROVAL OF SPECIAL USE PERMITS AND CONDITIONS.** The President and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapters 6 and 19 of Title 9 of the Lake Zurich Zoning Code, hereby approve special use permits for the uses requested on the Subject Property as legally described in **Exhibit A**. The approvals granted in this Section are granted expressly subject to, and are at all times subject to, the following conditions:

- A. All development within the Subject Property must be undertaken in strict compliance with the special use permits granted herein, and the conceptual plan.
- B. That these special use permits are hereby granted only to the U-Haul Company of Northwest Chicago and their subsidiaries and are non-transferable to another user.
- C. That all truck and trailers be properly screened pursuant to staff review and approval.
- D. That the water tower and pump shed on site be removed.
- E. That a three foot (3') berm be installed along the southern and western property lines, subject to review and approval by Village staff and IDOT review and approval should the berm fall within IDOT jurisdiction or right-of-way.
- F. That the Dispatch and Repair (D & R) overhead doors be closed during repair operations.
- G. That the Applicant provide the Village with their unconditional consent to these conditions.

H. That the Applicant provide an Affidavit of Compliance With Conditions, and must file this document with the Village Manager within 1 month of satisfaction of the requirements to complete said conditions.

**SECTION 5: FINDINGS IN SUPPORT OF APPROVAL OF GRANT OF SPECIAL USE PERMITS.** The findings, conditions and recommendations of the Planning and Zoning Commission, as discussed during the public hearings on June 17<sup>th</sup>, 2015 and again on July 15<sup>th</sup>, 2015, which findings documented that all standards of approval had been met, are hereby accepted as the Board's own and shall be made a part of the official record for the application.

**SECTION 6: COMPLIANCE WITH ORDINANCE AND ALL CODES.** Except as otherwise specifically provided in writing in advance by the Village, no work may be commenced on the Subject Property pursuant to the approvals granted in this Ordinance until all conditions precedent of this Ordinance to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

**SECTION 7: SEVERABILITY.** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 8: CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 9: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon its passage and approval and publication, as provided by law.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Ayes:

Nays:

Absent:

Abstain:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor Tom Poynton

ATTEST:

\_\_\_\_\_  
Village Clerk  
Kathleen Johnson

## **Exhibit A**

### Legal Description of "Subject Property"

THE WEST 724 FEET OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ IN SECTION 16, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 33.0 FEET THEREOF), (EX THE EAST 33.55 FEET THEREOF) AND (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS FOR ROAD PURPOSES, BY DOCUMENT 4047637), IN LAKE COUNTY, ILLINOIS.

THE ABOVE DESCRIPTION DESCRIBES THAT SAME PROPERTY AS IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 1409 CB5900226 NB, DATED NOVEMBER 25, 2014.

351124\_1

**Exhibit B**  
Public Hearing Sign on "Subject Property"



351124\_1

## Exhibit C

The July 10, 2015, STAFF REPORT to the Planning and Zoning Commission, consisting of 9 pages, including the one page Final Findings and Recommendations, altogether consisting of 10 pages.



*At the Heart of Community*

COMMUNITY SERVICES DEPARTMENT  
Building and Zoning Division

505 Telser Road  
Lake Zurich, Illinois 60047

(847) 540-1696  
Fax (847) 726-2182  
LakeZurich.org

**APPLICATION PZC 2015-06 #1**

**AGENDA ITEM 3A**

### STAFF REPORT

To: Chairperson Stratman and Members of the Planning & Zoning Commission  
From: Sam Hubbard, Acting Director of Building & Zoning  
CC: Michael J. Earl, Director of Community Services  
Date: July 10, 2015  
Re: **PZC 2015-06 #1 Zoning Application for U-Haul, 300 E. Main St.**

**Summary:** Ivy O'Donnell (the "Applicant"), Executive Assistant with U-Haul of Northwest Chicago Suburbs, is the Applicant for the proposed U-Haul rental facility to be located at 300 East Main Street and legally described in **Exhibit A** attached hereto (the "Subject Property"). The Applicant filed an application with the Village of Lake Zurich received May 19, 2015 (the "Application") seeking:

- A Special Use Permit to allow miniwarehouse warehousing and self-storage warehousing (SIC #4225), truck rental, except industrial: without drivers (SIC #7513), and trailer and utility trailer rental (SIC #7519).

The Subject Property is within the Village's I Industrial Zoning District.

Pursuant to public notice published on May 27, 2015, in the *Daily Herald*, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for June 17, 2015, to consider the Application. On May 26, 2015, the Village posted a public hearing sign on the Subject Property (**Exhibit B**).

On April 6, 2015, U-Haul appeared before the Village Board for a Courtesy Review. At that meeting, the Village Board provided preliminary feedback on the concept.

**Preliminary Findings:** The Planning & Zoning Commission met on June 17<sup>th</sup> to discuss the Application and begin the public hearing process. At the end of the meeting, the Commission voted to continue the public hearing until the July 15<sup>th</sup> meeting. During the June meeting, several concerns with the proposal were discussed, including:

- Truck activity on the site, particularly the peak in truck activity on weekends and the 24 hour ability of clients to drop off trucks and access the storage lockers.

- The safety of truck ingress/egress from the site, specifically the fact that many of the rental trucks will be used by clients with little experience driving trucks.
- The location of the truck staging area and its effect on neighboring properties
- The lack of details regarding proposed efforts to mitigate the impact of the use through landscaping or other screening mechanisms.
- The permanent parking of trucks for advertising purposes near the corner of East Main Street and Buesching Rd.
- The location of the proposed use and Subject Property as being directly adjacent to two residential areas (to the west and to the south).
- The location of the truck staging area at the front of the site.

Since the June meeting, U-Haul has revised their conceptual site plan and submitted a short narrative describing how they have addressed some of the items brought up at the public hearing. This material has been included within the packet for the Planning & Zoning Commission, and staff has summarized some of the major changes below:

- The addition of 22 trees and a 3' tall berm along the perimeter of the property abutting East Main Street and Buesching Rd.
- The removal of the water tower and brick equipment shed, and their replacement with asphalt
- The proposed one-pylon sign has been replaced with three potential alternatives, two of which are two-pylon monument style signs, the third is a ground sign. All signs contain changeable copy letters.
- The truck staging area has been shifted from the front of the building to the side of the building and the orientation of the staging area faces towards the side and not towards the front.

Although the above revisions represent an improvement over the original proposal, staffs concern with the overall use of the Subject Property remains. While the addition of perimeter trees and a berm will soften the appearance of the trucks, it may not have a significant effect on the noise/disturbance that will be generated by the trucks or the clients that may be accessing the site at all hours of the day. It should also be noted that the majority of proposed trees and berming along East Main Street is proposed outside of the property boundaries and within the IDOT Right-of-Way, which would require IDOT review and approval.

The conceptual plan includes the addition of two Dispatch and Repair (D&R) bays with overhead doors that directly face East Main Street. These overhead doors may be considered unsightly facing a public street and will likely involve trucks backing in or out, which will include the associated beeping noise with such activity. Residential homes are located directly across the street from these D&R bays. The permanent display area for trucks at the corner of East Main Street and Buesching remains, and the Applicant has stated that this display area is crucial for their successful use of the site as a U-Haul facility. Staff believes that this exterior parking area for trucks at the front of the site will have a negative impact on the image of the Village.

While staff respects U-Haul desire to secure Special Use Permit approval prior to designing detailed construction drawings and plans for the site, staff believes that the conceptual site plan contains significant issues and may not be viable. The successful use of the site, including U-Haul's ability to mitigate the adverse impacts of their use, is fundamentally linked to a well-designed site layout and staff has strong concerns with the feasibility of the conceptual site plan. Not only does the conceptual site plan include the removal of all mature trees in the front yard and their replacement with a parking lot, but the parking lot does not meet the required 50' front yard setback and would necessitate a variance. With the Applicant unwilling to submit plans to concurrently go through the Site Plan approval process, it is difficult for staff to ensure a successful outcome for the ultimate site design and layout.

Given the characteristics of U-Haul's use of the site, staff believes that approval of this Special Use Permit will have a negative impact on surrounding property owners. The overall use of the site as a truck rental and mini-warehouse facility, combined with concerns regarding the conceptual site plan and the proposed operations of U-Haul, has led staff to question of the ability of this development to succeed.

Staff has analyzed the revised Application relative to its conformance to the required Standards for Special Use Permits as outlined in 9-19-3 of the Zoning Code. This analysis is contained within Exhibit C.

Detailed staff reviews from Building and Zoning, Public Works, Manhard Engineering, the Fire Department, and Police Department are attached.

**Recommendation:** The Planning & Zoning Commissions recommendation should be based on the standards included in Section 9-19-3 Standards for Special Use Permits.

*Please refer to **Exhibit C** for Staff's responses to these zoning standards. The Zoning Code requires that a recommendation of approval should be made only after all of the required standards of approval have been met. Based on Staff's review, not all of the standards for approval for this special use have been met. Therefore, staff recommends that the Planning & Zoning Commission make a motion to the Board of Trustees to recommend the denial of approval of this Application.*

Should you have any questions, please call me at 847-540-1759.

**STAFF REPORT EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

THE WEST 724 FEET OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ IN SECTION 16, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 33.0 FEET THEREOF), (EX THE EAST 33.55 FEET THEREOF) AND (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS FOR ROAD PURPOSES, BY DOCUMENT 4047637), IN LAKE COUNTY, ILLINOIS.

THE ABOVE DESCRIPTION DESCRIBES THAT SAME PROPERTY AS IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 1409 CB5900226 NB, DATED NOVEMBER 25, 2014.

**STAFF REPORT EXHIBIT B  
PUBLIC HEARING SIGN ON SUBJECT PROPERTY**



**STAFF REPORT EXHIBIT C  
REVIEW OF COMPLIANCE WITH ZONING STANDARDS  
FOR 300 EAST MAIN STREET**

**9-19-3 STANDARDS FOR SPECIAL USE PERMITS**

A. General Standards. No special use permit shall be recommended or granted pursuant to this Chapter unless the applicant shall establish that:

1. Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the official Comprehensive Plan.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. One of the purposes of the Zoning Code is to “establish a rational pattern of land uses and encourage the most appropriate use of individual parcels of land in the village.” U-Haul is not the most appropriate land use for the Subject Property in that it will interfere with neighboring properties through the increase of truck related noise (loading and unloading of trucks, trucks backing up, etc.) entering, leaving, and within the Subject Property. This additional noise within the vicinity, which is adjacent to multi-family residential housing to the west, single-family residential housing to the south, and a religious institution directly across the intersection of Buesching and East Main Street, appears to be inconsistent with existing and surrounding uses, residents, and occupants. The high volume of rental trucks and their ability for 24 hour operation within the site will become a nuisance for these surrounding land uses.

Another one of the purposes of the Zoning Code is to “encourage compatibility between different land uses and protect the scale and character of existing development from the encroachment of incompatible uses.” Given the unique location of the Subject Property, as zoned industrial but adjacent to multi-family and single-family residential, the use of the Subject Property as a U-Haul facility is not compatible with the surrounding properties. Issuance of a Special Use Permit for truck and trailer rental is more compatible for an industrially zoned site within the industrial park as opposed to the Subject Property which is on the fringe of the park and adjacent to a religious institution and residential uses.

2. No Undue Adverse Impact. The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. The location of the proposed use will have a substantial adverse effect upon adjacent property, in particular the neighboring residential property to the south and west. In addition to its general operations during the day, U-Haul’s peak hours of operation fall on the weekends, specifically, weekends at the end of every month when monthly leases are up and people are moving. The corresponding peak in weekend truck

activity at this location, which is accompanied by typical disturbances associated with truck movement, coincides with typical off days for homeowners and residents.

Additionally, U-Haul allows 24 hour access to its storage lockers and offers clients the ability to drop off rental trucks at any hour of the night. The around-the-clock use is not compatible with the adjacent residential areas and therefore the Applicants business operations, including weekend activity, will have a substantial adverse effect on the adjacent residential properties.

3. No Interference With Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. As documented above, the operation of the truck and trailer rental use will interfere with the surrounding residential neighbors. Additionally, the proposed arrangement of the site as shown on the Conceptual Site Plan dated 6/23/15, shows a parking lot that would encroach on the front yard setback. Parking areas in front yard setbacks are not typical of the surrounding properties and the proposed use of the Subject Property as such would therefore dominate the immediate vicinity.

Additionally, U-Haul has proposed the permanent parking of trucks at the corner of East Main Street and Buesching Road, as well as the outdoor parking of trailers at other areas on the Subject Property. The prominent location of this equipment is not typical in the immediate vicinity and will interfere with the use and enjoyment of the surrounding residential areas.

4. Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard appears to be met. The location of the Subject Property at the lighted intersection of Buesching and East Main Street, can accommodate the increase in vehicular traffic. A new water line exists on the property and can accommodate fire protection services, but the existing fire suppression system must be shut off and removed. The Applicant has agreed to make this change. Drainage, police protection, and refuse disposal will be adequately provided. Parks, libraries, and schools should not be impacted by the proposed Special Use Permit.

5. No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through the surrounding streets.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard appears to be met. The location of the Subject Property along East Main Street (Route 22), which contains two lanes of traffic

in both directions, is capable of handling the increase in vehicular traffic that would result from this development. The lighted intersection at the Subject Property provides a safe means of ingress and egress onto East Main Street.

6. No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard appears to be met. There will be no change to any natural, scenic, or historic feature as a result of the occupancy of U-Haul within the existing building.

7. Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard appears to be met. Staff have not identified any additional standards for mini self-storage warehousing, truck rental, and trailer rental that are imposed by the Code.

8. Positive Effect. The proposed special use creating a positive effect for the zoning district, its purpose, and adjacent properties shall be placed before the benefits of the petitioner.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. The proposed Special Use Permit will not have a positive effect on adjacent properties, as outlined above.

- B. Special Standards for Specified Special Uses. When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district, a permit for such use in such district shall not be recommended or granted unless the applicant shall establish compliance with such special standards.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard appears to be met. Staff have not identified any additional special standards required for the proposed Special Uses.

- C. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Board of Trustees shall consider:

1. Benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. While this business operation could potentially provide a benefit to the community, this benefit does

not appear to outweigh the negative impacts of this facility at this particular location given the adverse impacts on neighboring residential uses.

2. Alternative Locations. Whether the purposes of the zoning code can be met by the location of the proposed use and development in some other area or zoning district that may be more appropriate than the proposed site.

**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. The location of this particular use is more appropriate in the interior of the industrial park as opposed to the proposed location on the Subject Property located at the edge of the industrial park and adjacent to residential uses.

3. Mitigation of Adverse Impacts. Whether all steps possible have been taken to minimize any substantial or undue adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

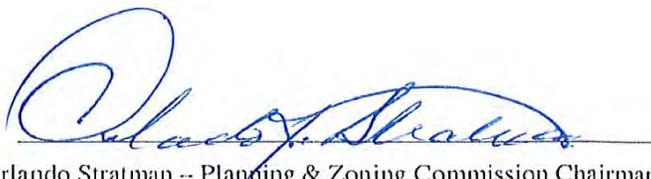
**Staff Response:** Based upon the information provided with the application for this particular use, this standard does not appear to be met. The Applicant has only submitted a concept plan showing desired site changes that could possibly address certain of the adverse impacts of their proposed use, which plan is lacking in amenity and does not appear to have taken all steps possible to minimize adverse effects. This concept site plan shows the permanent parking of trucks at the corner of the Subject Property abutting East Main Street and Buesching Road, which only exacerbates the adverse impacts of the use on the immediate vicinity. Additionally, this plan shows the removal of several mature trees on the property and their replacement with a parking lot (which parking lot encroaches on the front yard setback along East Main Street). The plan also shows the addition of two D/R bays at the front of the building, which faces East Main Street and the single-family residential homes across the street. Parking areas that encroach on the front yard setback, the removal of mature trees, and a D&R bay that faces a public street and neighboring residential homes all together amount to negative impacts on the immediate vicinity. Although some steps have been taken to add landscaping, a berm, and the relocation of the staging area, all steps possible have not been taken.

\*\*\* \*\*

**LAKE ZURICH PLANNING & ZONING COMMISSION  
FINAL FINDINGS & RECOMMENDATIONS  
FOR 300 EAST MAIN STREET  
JULY 15, 2015**

The Planning & Zoning Commission does not recommend approval of the Application PZC 2015-06 #1, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated July 10, 2015 for this Application and subject to any changes or approval conditions as listed below:

1. That these special use permits are hereby granted only to the U-Haul Company of Northwest Chicago and their subsidiaries and are non-transferable to another user.
  2. That all truck and trailers be properly screened pursuant to staff review and approval.
  3. That the water tower and pump shed on site be removed.
  4. That a three foot (3') berm be installed along the southern and western property lines, subject to review and approval by Village staff and IDOT review and approval should the berm fall within IDOT jurisdiction or right-of-way.
  5. That the Dispatch and Repair (D & R) overhead doors be closed during repair operations.
- Without any further additions, changes, modifications and/or approval conditions.
- With the following additions, changes, modifications and/or approval conditions:



Orlando Stratman -- Planning & Zoning Commission Chairman  
Planning & Zoning Commission Chairman



To: The Village of Lake Zurich Board of Trustees

**Narrative  
for  
U-Haul Moving & Storage of Lake Zurich  
300 E. Main Street  
Lake Zurich, IL 60047**



**Description of Proposal:**

Amerco Real Estate Company ('AREC'), the parent company of U-Haul International, is under contract to purchase the property located at 300 E. Main Street; Lake Zurich, IL. The property is 8.9 acres and it currently has a building on the site with 88,000 SF. 'AREC' proposes U-Haul self-storage, truck and trailer rental, and retail services. This development will include self storage, retail showroom, exterior building upgrades, and additional landscaping. U-Haul is committed to being an integral and contributing member of the community.

We have attached a conceptual site plan and conversion images for your review which highlight the renovation concepts of our company. "AREC" wants to renovate the existing building to create a U-Haul Climitized Self Storage and Moving Center. Our intent is to build a state of the art facility here with internal climitized storage and a retail store. We believe that our uses would be in character with the surrounding area. With zoning approval, U-Haul can provide a one-stop shop to serve your community.

**U-Haul Moving and Storage Store:**

We are a neighborhood service business; we serve local residents who are moving in or out of Lake Zurich, IL. Our service radius is approximately 3 -5 miles. In a typical day at U-Haul, the store will be staffed with: a general manager and several customer service representatives. Generally, families will arrive, enter the showroom, and choose from a variety of products and services offered.

- U-Haul climate controlled self-storage facilities are used to store furniture, household goods, sporting equipment, or holiday decorations. Many times this is prompted by moving to a smaller home, combining households, or clearing away clutter to prepare a home for sale. The majority of our storage customers will typically rent a room for a period of two months to one year.
- U-Haul moving and storage stores also rent trucks, vans, and trailers for household moving, either in-town or across country.
- U-Haul provides a wide array of packing and shipping supplies: including cartons, tape, and packing materials.
- U-Haul has a wide variety of hitch and towing packages, all of which can be installed on-site. Families who tow trailers, boats, or recreational trailers benefit from this invaluable service.
- U-Haul stores also dispense propane to residents who fill small containers for barbecues or camping use.

**U-Haul Policies:**

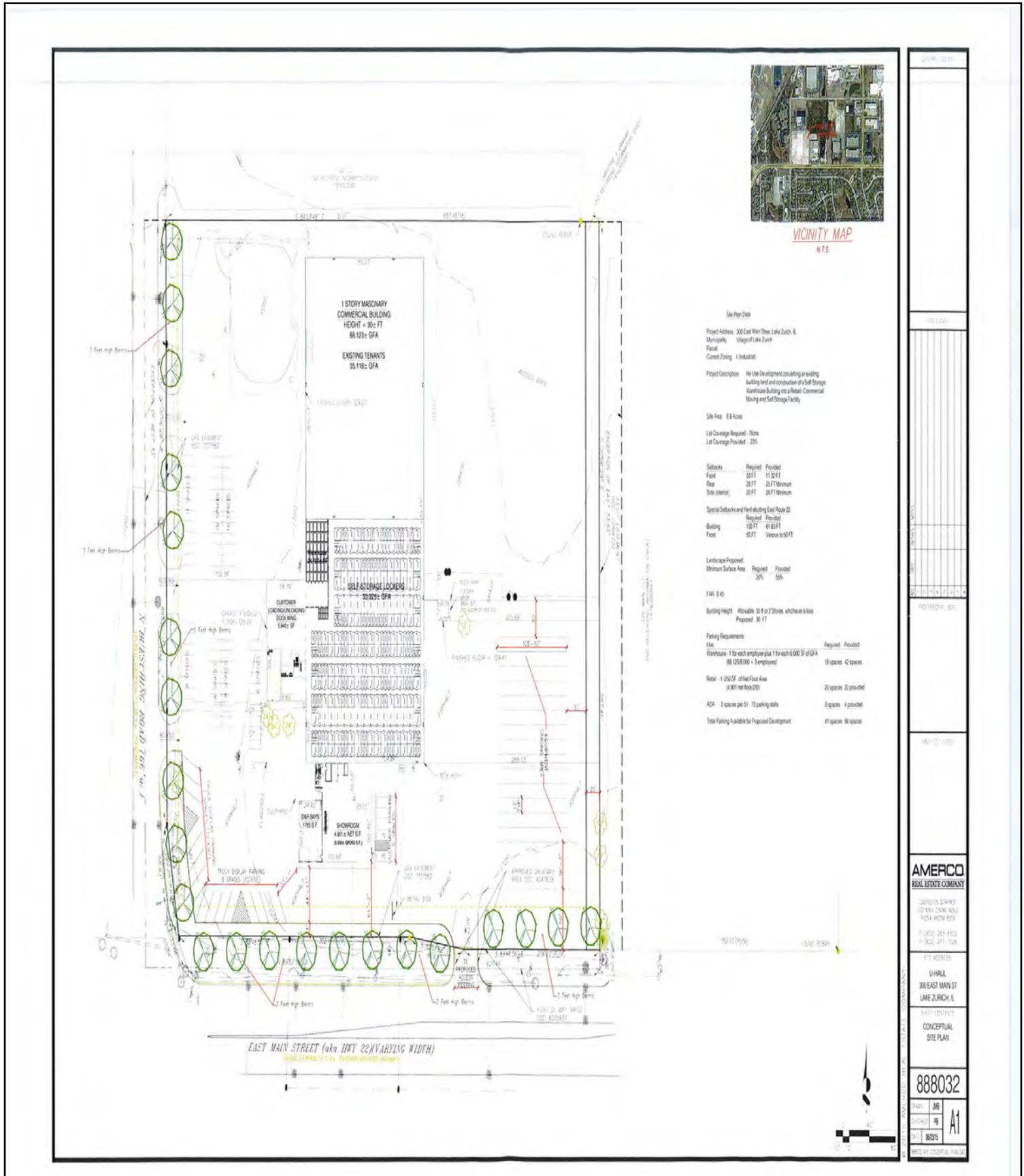
• Hours of Operation:

Mon. - Thurs.	7:00 a.m. to 7:00 p.m.
Fri.	7:00 a.m. to 8:00 p.m.
Sat.	7:00 a.m. to 7:00 p.m.
Sun.	9:00 a.m. to 5:00 p.m.

- It is against policy for residential and commercial uses to be conducted in a U-Haul storage room.
- Customers and community residents who wish to use the on-site dumpsters for disposing of refuse must gain permission to do so, and are assessed an additional fee.
- Items which may not be stored include: Chemicals, flammables, and paints.

Security Features:

- "State-of-the-Art" Burglar/Max Alarm System, includes 24 Hour monitoring and interior motion detectors on all storage floors, stairwells and main showroom
- Hands Free Intercom System, able to communicate to all Max Stations throughout all sections of storage
- 24 Hour Digital, Color Video Surveillance, with remote & web base viewing
- Individually Alarmed Rooms, armed & disarmed by a Keypad/Card swipe



**Site Plan Data**

Project Address: 300 East Main Street, Lake Zurich, IL  
 Municipality: Village of Lake Zurich  
 Parcel: [Parcel ID]  
 Current Zoning: I Industrial

**Project Description:** The Use Development consisting an existing building and construction of Self Storage Warehouse Building into a Retail/ Commercial Moving and Self Storage Facility.

**Site Area:** 8.9 Acres  
 Lot Coverage Required: None  
 Lot Coverage Provided: 22%

Setbacks	Required	Provided
Front	55 FT	11.50 FT
Rear	25 FT	25 FT Minimum
Side (general)	25 FT	25 FT Minimum

**Special Setbacks and Yard Abutting East Road 22**

Building	Required	Provided
Building	100 FT	61.62 FT
Fence	50 FT	Varies to 51 FT

**Landscape Proposed:**

Minimum Surface Area	Required	Provided
	26%	55%

**FBI & IS:**

Building Height: Allowable 35 ft or 2 stories, whichever is less  
 Proposed: 30 FT

**Parking Requirements:**

Use	Required	Provided
Warehouse: 1 for each employee plus 1 for each 6,000 SF of GFA (88,129/6,000 = 14.69 employees)	15 spaces	42 spaces
Retail: 1.25 SF of Net Floor Area (4,800 net floor area)	20 spaces	26 provided
ADA: 3 spaces per 50 - 75 parking stalls	3 spaces	4 provided
<b>Total Parking Available for Proposed Development</b>	<b>41 spaces</b>	<b>68 spaces</b>

**AMERCO**  
 REAL ESTATE COMPANY

CONCEPTS DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: 08/03/15

PROJECT ADDRESS:  
 300 EAST MAIN ST  
 LAKE ZURICH, IL

SHEET CONTENTS:  
 CONCEPTUAL  
 SITE PLAN

888032

DATE: JAR  
 DRAWING NO: 76  
 SHEET NO: 02/15

SCALE: AS SHOWN



At the Heart of Community

COMMUNITY SERVICES DEPARTMENT  
505 Telser Road  
Lake Zurich, Illinois 60047

(847) 540-1696  
Fax (847) 726-2182  
LakeZurich.org

AGENDA ITEM

8C

MEMORANDUM

**Date:** July 27, 2015  
**To:** Jason T. Slowinski, Village Manager  
**From:** Michael J. Earl, Director of Community Services   
**Subject:** Sewer Lining Project - Sanitary Sewer Transmission Line

**Issue:** FY 2014 bond proceeds have been set aside for lining of portions of the Village's sanitary sewer transmission line. Staff has completed its review of the necessary scope of work and will brief the Village Board on this matter at the August 3, 2015 meeting, which includes a power point presentation from Village Engineer Pete Stoehr. Village Board action is not requested at this meeting.

**Background:** Since 1994 the Village's sanitary waste has been transmitted to Lake County's sewer treatment facility in Buffalo Grove. The transmission line consists of two pump stations, force mains (sewer under pressure) and gravity sewers.

In 2009 approximately 25% of the gravity sewer downstream of the Quentin Road force main was televised after staff discovered peeling of the protective epoxy coating in some of the manholes. The epoxy coating is meant to protect the concrete pipe from corrosion caused by hydrogen sulfide<sup>1</sup>. In 2012 a portion of the gravity sewer pipe beneath Cuba Road collapsed prompting an emergency repair. It was determined at that time that lining would be necessary to prevent further deterioration of the sewer line. To that end, the Village borrowed \$3.8M in bond proceeds in FY 2014 for capital improvement projects. The FY 2016 budget includes \$2,686,500 for sewer lining.

To assist in developing a project scope, the Village Engineer recommended retaining American Infrastructure Technologies (AIT). AIT reviewed the 2009 televising video, researched other rehabilitation methods and provided a series of recommendations. A recommendation from AIT was to televise all gravity sections of the sewer line to verify the condition of the remaining segments prior to developing a full project scope. Accordingly, at its February 17, 2015 meeting, the Village Board approved a contract in an amount not to exceed \$61,250 for sewer televising by American Underground Inc. (AUI).

**Analysis:** AIT recently completed its report (Attachment #1) on the evaluation of the 2015 sewer televising results conducted by AUI. As shown, AIT used a red, yellow, and green system

to rate the condition of the gravity sewer pipe. The sections of pipe rated as red are sections of pipe where the epoxy coating has completely failed and the concrete is eroding. Failure of these sections of pipe is imminent and it is recommended that they be lined or reconstructed.

AIT suggests the sections of pipe rated as yellow be lined in the next five to ten years and be televised every five years. The green rated sections have some minor erosion and should also be monitored via televising. The preliminary engineer's construction estimate to address the red rated sections of the gravity sewer line is \$2.86M. In its report, AIT also suggested the possibility of introducing a chemical additive that would reduce the production of hydrogen sulfide and slow down the pace of corrosion. This suggestion requires a more involved review which staff will be pursuing in advance of next year's budget.

**2014-2019 Strategic Plan:** This agenda item is consistent with an objective under Goal #3 – Infrastructure: *Develop a formalized, long range sanitary sewer system improvement plan.*

**Next Step:** Staff has requested Manhard Consulting/AIT submit a proposal for the development of construction documents and bid specifications to address the portions of the gravity sewer that require immediate attention. The proposal will be submitted to the Village Board at a future meeting.

Attachment:

- Memorandum from AIT regarding Lake Zurich Interceptor Sewer

Copy to:

Mike Brown, Public Works Manager  
Steve Schmitt, Utility Services Superintendent  
Pete Stoehr, Village Engineer/Manhard Consulting

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<sup>1</sup> Hydrogen Sulfide is caused by the bacterial breakdown of organic matter. It is characterized by the foul odor of rotten eggs. It is poisonous, corrosive, flammable, and explosive.



825 N. Cass Ave, Suite 309, Westmont, IL 60559  
P-630-325-8000; F-630-756-4152  
www.aminfratech.com

## Technical Memorandum for Village of Lake Zurich Interceptor Sewer

Prepared by: J. Urek, P.E., B. Khan, P.E.

July 27, 2015

### Background

The Village of Lake Zurich (Village) constructed two pump stations (PS) and force mains along with several sections of gravity sewer to transfer wastewater from the two Village wastewater treatment plants to the Lake County DesPlaines River wastewater treatment plant. The PSs were activated in 1994 and the treatment plants abandoned. The two force mains were constructed using Ductile Iron Pipe (DIP) and the two gravity sewers were constructed using Pre-stressed Concrete Cylinder Pipe (PCCP) of 30 to 42 inch diameter with a ceramic epoxy coating applied to the interior of the pipe. The ceramic epoxy lining which was used to protect the concrete pipe from corrosion caused by Hydrogen Sulfide (H<sub>2</sub>S) has failed.

The Village staff discovered the failing of the ceramic epoxy coating in a few of the gravity sewer manholes during a routine inspection. In 2009, the Village proceeded to have seventeen sections of the gravity sewer along Cuba Road and through Twin Orchard Country Club inspected using a Closed Circuit Television Inspection (CCTV). They found that the coating in those sections of the gravity sewer had either failed or were failing and the concrete was exposed to corrosion. Eventually, a section of the sewer collapsed along Cuba Road in 2012.

### Sewer Televising

The Village hired American Infrastructure Technologies to review the 2009 CCTV video of the interceptor sewer and make a recommendation on pipe rehabilitation. The findings are summarized in a previous memorandum. One of the recommendations of the memorandum was to CCTV all of the gravity pipe in both the Northwest Pump Station (NWPS) system and the Quentin Road Pump Station (QRPS) system because of the failure of the protective coating seen in the concrete pipe from the 2009 CCTV. The Village had ninety-eight sections of the gravity pipe CCTV'd in April and May of 2015. A summary of the CCTV completed in 2015 is presented in Table 1 attached to this Technical Memorandum (TM).

Table 1 summarizes the findings from the 2015 CCTV of the gravity sewers. A Red, Yellow, and Green rating system was used in the table to classify the condition of the pipe coating and pipe. Red indicates a section of pipe where the coating has completely failed, aggregate in the concrete is showing and in some locations the concrete appears to have deep erosion. Pipe sections with a red classification need to be relined. Yellow indicates sections of pipes that the coating has failed and corrosion of the pipe

started. Pipe sections classified as yellow have all or a significant portion of the ceramic epoxy coating missing and the concrete appear to have some erosion. Yellow sections of the pipe will need to be relined in the next 5 to 10 years and should be monitored using CCTV every five years. Pipe section classified as Green indicates sections of pipes where the ceramic epoxy coating has failed to some degree and the concrete appears to have minor erosion. Green sections will need to be relined sometime in the future and must be monitored using CCTV every five years. Pictures representative of the three color classifications have been attached to this TM for your review.

The 2015 CCTV contractor did not televise 10 sections of pipe in the QRPS system. These sections were classified according to the condition of the pipe sections directly upstream and downstream. The assumption was made that the pipe sections not televised would be similar to the pipe sections upstream and downstream. The sections of pipe not CCTV'd are called out in the notes section of Table 1.

The classification of the pipe sections as RYG is based on the visual inspection using the CCTV video. There are limitations to this type of inspection. If the Village wants to further define the amount of concrete remaining in the pipes it will require entry in to the pipe and possible core drilling into the concrete.

**Construction Cost to Repair Pipe Sections Classified as Red.**

A total of 22 pipe sections have been classified as Red and have to be lined or reconstructed to prevent failure of the pipe in the near future. Twenty of the pipe sections can be rehabilitated using the Cured-in-Place Pipe (CIPP) system. These pipe sections run from manholes F-3 to E-8 in the NWPS system and from manholes B-28 to B-20 in the QRPS system. The pipe section between manholes B-30 and B-29 should be reconstructed with a PVC pipe to remove the temporary pipe repair. The pipe section between manholes B-29 and B-28 may also need to be reconstructed and construction cost include in this addendum. The section of pipe between B-29 and B-28 was not re-televised in 2015 and the 2009 CCTV showed it to be in very poor condition.

The CIPP liner for 20 sections of pipe is being recommended because can be installed with the least disruption to the surrounding areas. The previous memorandum provides a complete explanation of the advantages of using CIPP along with the cost differences. The CIPP liner will require by-pass pumping of the sewerage during installation. The estimated construction cost to line a 30 and 36 inch pipe is \$255 and \$284 per lineal foot of CIPP liner. The cost of engineering and inspection during installation of the CIPP liner is estimated at approximately 12% of the construction cost. Inspection, sampling and testing of the CIPP liner during installation is very important to assure a good installation and longevity of the liner.

The sections of pipe requiring CIPP lining are show in Table 1 with a Red rating. The following Table 2 provides a budgetary estimate for the CIPP lining for the sections of pipe classified as Red.

Table 2

Interceptor Sections	Diameter-Length	CIPP Installation Estimate	Design/Inspection	Total
Manhole F3-E7	30" – 4640'	\$1,225,000	\$147,000	\$1,372,000
Manhole B28-B22	30" – 1979'	\$ 550,000	\$ 66,000	\$ 616,000
Manhole B22-B20	36" - 995'	\$ 283,000	\$ 34,000	\$ 317,000
Total CIPP		\$2,058,000	\$247,000	\$2,305,000

The 2015 CCTV showed pipe sections starting at B-27 and going down stream have experienced more corrosion in the 6 years since the last CCTV inspection. These sections of pipe are appropriately classified as Red. The 2015 CCTV contractor did not inspect the gravity pipe between manhole B-30 and B-27 because the manhole covers were rusted shut. The 2009 CCTV inspection completed in 2009 showed significant corrosion along these sections of pipe. In 2012, a section of the interceptor sewer along Cuba Road between manholes B-30 and B-29 collapsed creating a sink hole in the road. An emergency repair of the pipe was completed by cutting the bottom off a pipe, placing it over the broken pipe, and filling concrete around the patch to get the road reopened. AIT recommends that this section of pipe along with the drop manhole B-30 be rebuilt. The estimated cost to reconstruct this section of pipe including design and inspection services is estimated at \$118,500. The pipe section would be rebuilt using 30" diameter PVC pipe. PVC is recommended for its resistance to corrosion by H<sub>2</sub>S.

The interceptor between manhole B-29 and B-28 has not been CCTV's since 2009. The 2009 CCTV inspection showed the coating gone and infiltration coming from under the inner concrete liner of the pipe. The infiltration entering this section of pipe means the steel cylinder has been exposed to H<sub>2</sub>S and may have failed. The steel cylinder may be corroding and allowing groundwater to infiltrate into the pipe. Depending on the extent of the corrosion this section of pipe may need to be replacing with PVC pipe. The cost to reconstruct this interceptor section is estimated to be \$167,000.

If pipe between manholes B-29 and B-28 can be inspected and found to be in a condition that would allow the pipe to be relined with CIPP liner the cost would be approximately \$106,000.

**Failure of the Ceramic Epoxy Coating**

The original construction specifications indicate that the gravity pipe was coated with Protecto 401™, a ceramic epoxy material developed in the early 1980s. The epoxy coating was meant to protect the concrete pipe from sulfuric acid produced by bacteria and H<sub>2</sub>S in the wastewater. Pipes are generally designed to last well over 50 years. However, in discussing this issue with odor control and corrosion experts, experience is showing across the nation that the typical coating systems used to protect concrete pipe are lasting closer to 15 years or less. The Los Angeles Sanitary District has seen pipe coatings fail in as short as five years after installation of the concrete pipe.

While the root cause of the lining failure in the Lake Zurich interceptor sewer has not been determined, two possible explanations include improper application of the coating to the concrete pipe and/or failure of the coating product. The application process involved a series of steps to prepare the concrete surface for the epoxy coating. If the process was not followed as specified or if inappropriate epoxy coating was used, it could explain why the coating has delaminated from the concrete pipe.

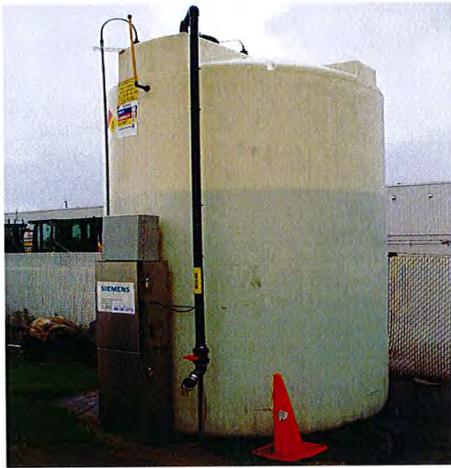
In an email sent by AIT asking for the useful life of epoxy coating for concrete pipe applications, Induron, the company that now manufactures Protecto 401™ replied that the product "is not used on concrete pipe - it's made specifically for DI Pipe and Fittings." This may not have been the response 25 years ago when the interceptor was designed.

#### **Chemical Addition**

As discussed in a previous memorandum, chemicals can be added at the lift stations to reduce the H<sub>2</sub>S production. The addition of chemicals will slow down further corrosion, but not stop it. Slowing the rate of corrosion by chemicals addition can extend the life of the pipe section where the coating has failed.

Although several different chemicals can be used to treat the sewerage most are considered hazardous; Hydrogen Peroxide, Chlorine, etc. However, non-hazardous chemicals have also been developed and used successfully in treating H<sub>2</sub>S.

AIT contacted EVOQUE to review and provide a budgetary price for a chemical feed system. The proposed feed system was based on Bioxide, a nonhazardous chemical that can be used to reduce the production of H<sub>2</sub>S and in turn sulfuric acid. The annual cost to add Bioxide, to both the NWPS and QRPS is estimated between \$220,000 and \$400,000. The estimate is based on normal domestic strength sewerage and includes the equipment, installation in a space provided by the Village, setup of feed rates, the Bioxide chemical, and operation. The estimate can be refined using actual field measurements for sulfide in the sewerage and H<sub>2</sub>S in the manholes. The pictures below show the chemical feed system provided by VOQUE. If the Village wishes to own the chemical feed system and operate it, a design can be completed and bid for construction. Photos showing typical chemical addition equipment at lift stations are included below.



#### Conclusions

The ceramic epoxy lining has failed along the entire gravity sewer portions of the NWPS and QRPS sewer system. Eventually all of these sections of PCCP pipe will need to be lined using CIPP because the concrete would deteriorate due to H<sub>2</sub>S corrosion.

1. Inspect the QRPS discharge manhole for corrosion. AIT can help arrange for this inspection.
2. Proceed with the inspection of the pipe between B-29 to B-28 to determine if they should be replaced or lined using CIPP.
3. Proceed with the replacement of the sewer between manholes B-30 and B-29. This will require a set of construction documents developed by a professional Engineer.
4. Proceed with CIPP lining of all the sections of PCCP pipe classified as Red. This will require a set of construction documents developed by a Professional Engineer.
5. Proceed with further investigation of a chemical feed system to reduce the rate of pipe corrosion.
6. Develop a long term plan for the sections of PCCP pipe not lined with CIPP at this time.

**Sample Schedule**

	2015					2016			
	A	S	O	N	D	J	F	M	A
Task 1: Inspect Discharge Manhole									
Task 2: Inspect B-29 to B-28									
Task 3: Sewer Replacement Project	Design		Permit/Bid		Construction				
Task 4: Sewer CIPP Project	Design		Permit/Bid		Construction				
Task 5: Investigate Chemical Feed									
Task 6: Develop Long Term Plan									

**Preliminary Estimate of Cost**

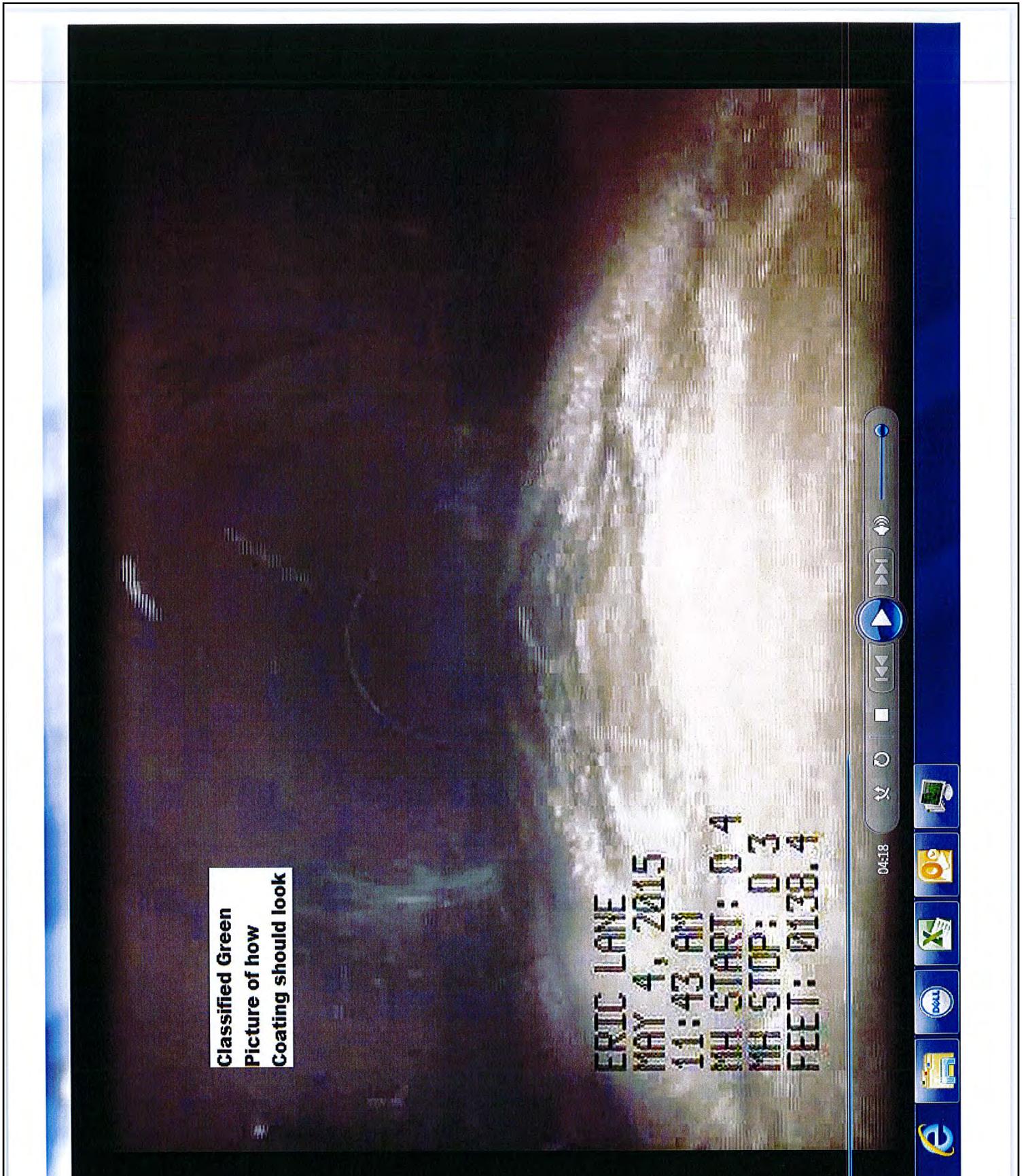
CIPP Project	\$2,058,000
Sewer Reconstruction	\$287,000
Subtotal:	\$2,345,000
Contingency @ 10%	\$235,000
Engineering/Inspection @ 12%	\$281,000
<b>Total Project:</b>	<b>\$2,861,000</b>

Lake Zurich Interceptor Inspection 2015									
Manhole	Diameter (in)	Approx Rim	Invert	Approx Depth (ft)	Pipe Size (in)	Pipe Length (ft)	Pipe Condition	Notes	
F-3	See Detail	887	877.5	9.48	24	Forcemain			
F-2	See Detail	882.5	869.3	13.23	30	440	Red	Drop Manhole	
F-1	48	876	868.3	7.67	30	330	Red		
E-16	48	875	867.1	7.89	30	347	Red		
E-15	See Detail	875	863.2	11.80	30	10		Drop Manhole	
E-14	48	875.5	862.8	12.73	30	100	Red		
E-13	48	877.5	862.3	15.19	30	500	Red		
E-12	48	877	861.9	15.15	30	500	Red		
E-11	48	873	860.8	12.16	30	500	Red		
E-10	See Detail	862	853.8	8.21	30	528	Red	Drop Manhole	
E-9	See Detail	860	850.7	9.28	30	500	Red	Drop Manhole	
E-8	See Detail	856.5	841.1	15.45	30	387	Red	Drop Manhole	
E-7	48	850	838.8	11.22	30	498	Red		
E-6	See Detail	848	836.4	11.59	30	327	Yellow	Drop Manhole	
E-5	48	847.5	834	13.51	30	370	Yellow		
E-4	48	850	833.9	16.14	30	265	Yellow		
E-3	48	851	833.6	17.42	30	234.29	Yellow		
E-2	48	846.5	833	13.53	30	495.26	Yellow		
E-1	48	843.5	832.3	11.22	30	500	Yellow		
D-20	See Detail	836.5	825	11.49	30	510	Yellow	Drop Manhole	
D-19	See Detail	829.5	813.9	15.65	30-36	405	Yellow	Drop Manhole	
D-18	48	826	812.9	13.09	36	307	Yellow		
D17A	48	822	812.5	9.49	36	180	Yellow		
D-17	48	822.5	812.2	10.31	36	235	Yellow		
D-16	48	822	811.7	10.27	36	254	Yellow		
D-15	48	818	810.6	7.45	36	450	Yellow		
D-14	48	822	810.1	11.86	36	186	Yellow		
D-13	48	822	809.5	12.53	30-36	193	Yellow		
D-12	48	822	808.6	13.41	30	72	Yellow		
D-11	See Detail	814.5	803.8	10.66	30	328	Yellow	Drop Manhole	

Manhole	Diameter (in)	Approx Rim	Invert	Approx Depth (ft)	Pipe Size (in)	Pipe Length (ft)	Pipe Condition	Notes
D-10	48	809.5	800.7	8.84	30	370	Yellow	
D-9	See Detail	807.5	798.5	8.98	30	20	Yellow	Drop Manhole
D-8	See Detail	802	792.7	9.34	30	119	Yellow	Drop Manhole
D-7	48	803.5	791.9	11.57	30	107	Yellow	
D-6	See Detail	799	787.6	11.45	30	105	Yellow	Drop Manhole
D-5	See Detail	797	785.3	11.70	30-36	188	Green	Drop Manhole
D-4	See Detail	798	782.2	15.77	36	460	Green	Drop Manhole
D-3	See Detail	790	776.9	13.15	36	388	Green	Drop Manhole
D-2	48	790.5	775.6	14.92	36	185	Green	
D-1	48	789	775.4	13.59	36	115	Green	
Q-P5	See Detail	796.00	775	21.00	36	170	Green	Quentin Pump Station
B-30	See Detail	757.00	742.73	14.27				Drop Manhole
B-29	See Detail	748.00	738.13	9.87	30	200	Red	Drop Manhole, <b>Not CCTV'd</b> , Replace Pipe
B-28	See Detail	741.00	728.18	12.82	30	370	Red	Drop Manhole, <b>Not CCTV'd</b> , Replace Pipe
B-27	48	731.35	724.90	6.45	30	283	Red	<b>Not CCTV'd</b>
B-26	48	733.50	724.40	9.10	30	95	Red	
B-25	48	736.00	723.13	12.87	30	200	Red	Camera Blocked 194' in
B-24	48	738.00	720.47	17.53	30	405	Red	
B-23	See Detail	721.00	702.35	18.65	30	500	Red	Drop Manhole, Camera Blocked at 455'
B-22	48	703.00	695.50	7.50	30-36	496	Red	Camera Blocked 409' on reverse setup
B-21	48	701.00	694.07	6.93	36	515	Red	
B-20	48	713.00	692.97	20.03	36	480	Red	
B-19	48	716.75	691.95	24.80	36	395	Yellow	
B-18	48	706.25	690.92	15.33	36	368	Yellow	
B-17	48	706.75	689.57	17.18	36	460	Yellow	
B-16	See Detail	704.00	686.54	17.46	36	490	Yellow	Drop Manhole
B-15	48	695.75	685.50	10.25	36	500	Yellow	
B-14	48	703.00	685.25	17.75	36	190	Yellow	
B-13	48	708.00	684.21	23.79	36	497	Yellow	<b>Not CCTV'd</b>
B-12	48	700.50	682.86	17.64	36	500	Yellow	
B-11	48	698.25	681.79	16.46	36	450	Yellow	
B-10	48	700.50	680.64	19.86	36	408	Yellow	

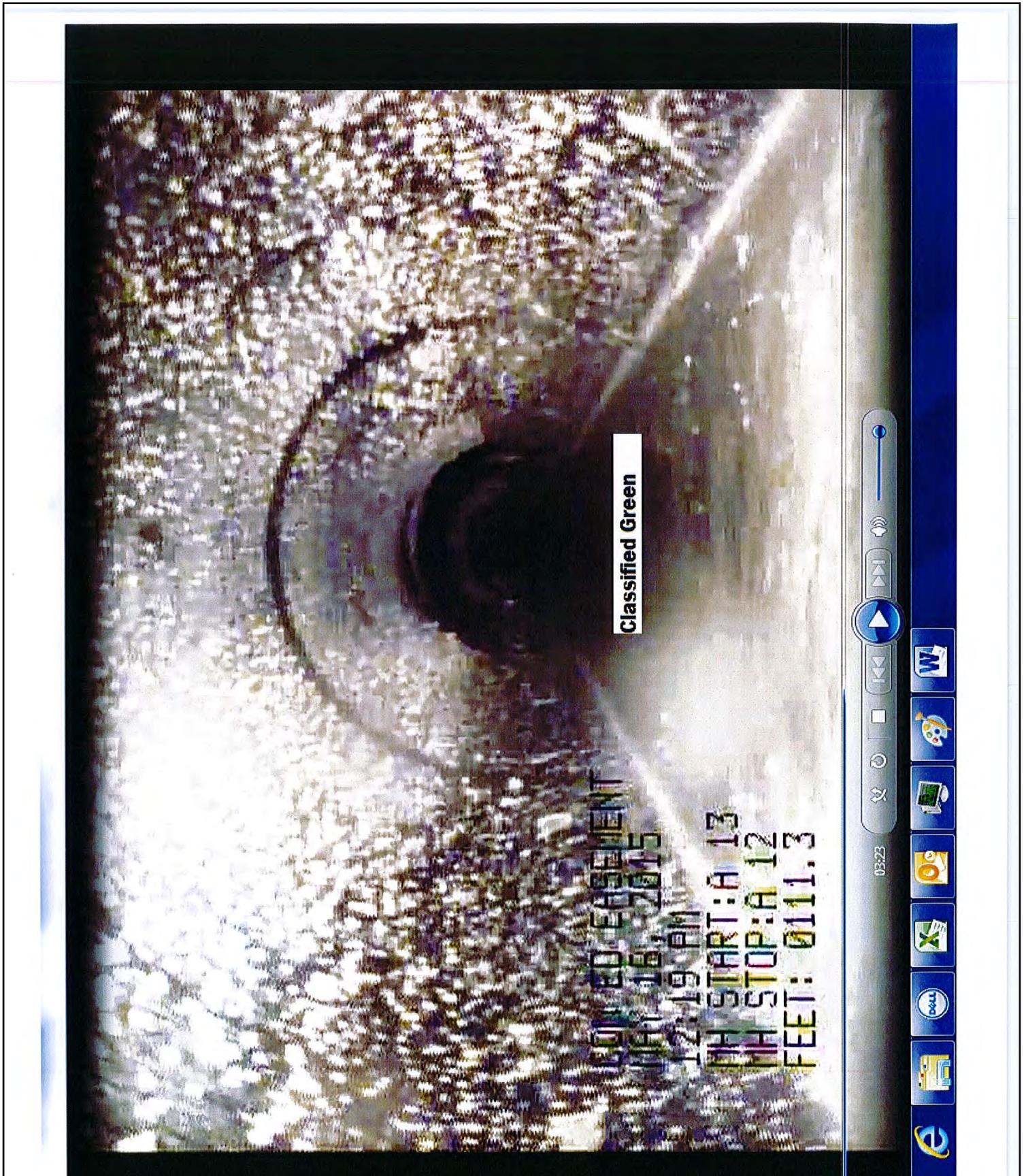
Manhole	Diameter (in)	Approx Rim	Invert	Approx Depth (ft)	Pipe Size (in)	Pipe Length (ft)	Pipe Condition	Notes
B-9	48	693.00	679.47	13.53	36-30	534	Yellow	
B-8	See Detail	682.50	669.45	13.05	30-42	500	Yellow	Drop Manhole
B-7	48	685.50	668.88	16.62	42	495	Yellow	
B-6	48	686.00	668.46	17.54	42-36	373	Yellow	
B-5	48	684.25	667.59	16.66	36	385	Yellow	
B-4	48	683.25	666.32	16.93	36	500	Yellow	
B-3	48	682.00	665.19	16.81	36	503	Yellow	
B-2	48	681.00	664.35	16.65	36-42	242	Yellow	
B-1	48	683.50	663.96	19.54	42	415	Green	
A-34	48	685	663.2	21.76			Green	
A-33	48	685	662.9	22.09	42	500	Green	
A-32	48	682.5	662.3	20.21	42	480	Green	
A-31	48	681.5	661.6	19.90	42	520	Green	
A-30	48	681.25	661.2	20.03	42	500	Green	
A-29	48	683	660.5	22.47	42-36	500	Green	
A-28	48	683	659.9	23.15	36	470	Green	
A-27	48	684.5	658.6	25.89	36	351	Green	
A-26	48	683.5	657.7	25.81	36	506	Green	
A-25	48	682	656.5	25.49	36	515	Green	
A-24	48	683	655.4	27.63	36	435	Green	
A-23	48	679.5	654.8	24.71	36	260	Green	Not CCTV'd
A-22	48	668.5	653.5	15.01	36	577	Green	
A-21	48	675	652	23.05	36	500	Green	
A-20	48	676.75	651.4	25.31	36	306	Green	
A-19	48	677	651.1	25.94	36	183	Green	
A-18	48	677	650.7	26.33	36	225		Not CCTV'd
A-17	48	676	650.3	25.68	36	183		Not CCTV'd
A-16	48	673	649.1	23.86	36	330		Not CCTV'd
A-15	See Detail	669.5	646.3	23.18	36-42	330		Drop Manhole, Not CCTV'd
A-14	48	667	646	21.04	42	260	Green	
A-13	48	664.5	645.7	18.77	42	320	Green	
A-12	48	663	645.3	17.71	42	315	Green	

Manhole	Diameter (in)	Approx Rim	Invert	Approx Depth (ft)	Pipe Size (in)	Pipe Length (ft)	Pipe Condition	Notes
A-11	48	660	644.9	15.07	42	330	Green	
A-10	48	661	643.6	17.41	42	350	Green	
A-9	48	657.75	641.5	16.21	42	365	Green	
A-8	48	653.25	640.4	12.89	42	275	Green	
A-7	48	651	639.7	11.34	42	105	Green	Camera Blocked at 8'
A-6	48	649	638.8	10.22	42	295		Not CCTV'd
A-5				0.00				
A-4				0.00				
A-3				0.00				
A-2				0.00				
A-1				0.00				



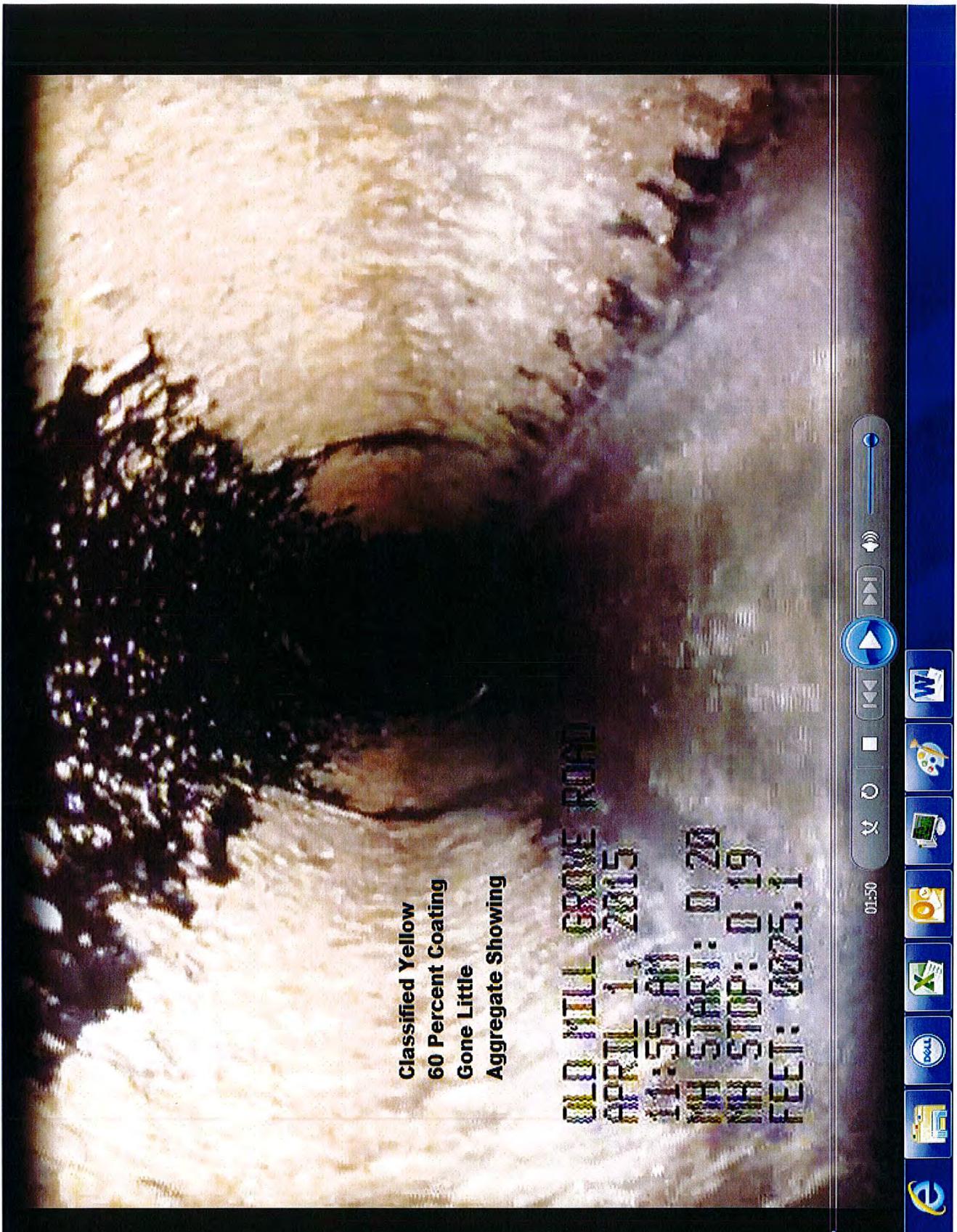


**Classified Red  
Ridge along water  
line appears to be 1  
or more inches  
thick, 30" PCCP  
pipe inner concrete  
liner is 1-7/8" thick.**



Classified Green

DOWNED EQUIPMENT  
MET 18, 2015  
12:19 PM  
PH START: A 13  
PH STOP: A 12  
FEET: 0111.3



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**VILLAGE OF LAKE ZURICH**  
Semi-Monthly Warrant Report  
**August 3, 2015**  
**Warrant Total \$879,295.73**

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**Payment Request(s) Exceeding 5% of Total Warrant**

- Payment to:
  - Vendor: Lake County Public Works Dept.
  - Fund: Water / Sewer
  - Reference: Page 8
  - Amount: \$465,604.57
  - %Warrant: 52.95%

Connection Fees
  
- Payment to:
  - Vendor: Benefit Administrative Systems, LLC
  - Fund: Medical Self Insurance
  - Reference: Page – Manual Checks
  - Amount: \$86,208.83
  - %Warrant: 9.80%

Health Insurance & Claims

Scheduled Payments \$551,813.40 or 62.75% of Total Warrant Presented for Payment.

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**Village of Lake Zurich**  
 Semi-Monthly Warrant Report  
**Total by Fund - Combined**  
 Warrant Dated August 3, 2015

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Fund	Fund Title	Total
101	GENERAL FUND	151,953.07
202	MOTOR FUEL TAX	10,534.39
207	SPECIAL EVENTS FUND	8,884.79
401	CAPITAL PROJECTS	9,500.00
402	PARK IMPROVEMENT	395.15
405	NHRST CAPITAL PROJECTS	9,453.52
410	TIF REDEVELOPMENT	6,940.00
501	WATER/SEWER	521,239.17
601	MEDICAL SELF INSURANCE	109,594.83
603	RISK MANAGEMENT INS	5,374.10
710	PERFORMANCE ESCROW	37,663.54
720	PAYROLL CLEARING	7,763.17

**Warrant Total - \$ 879,295.73**

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**Village of Lake Zurich**  
 Semi-Monthly Warrant Report  
**Total by Fund**  
 Warrant Dated August 3, 2015

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Fund	Fund Title	Total
101	GENERAL FUND	141,742.50
202	MOTOR FUEL TAX	10,534.39
207	SPECIAL EVENTS FUND	6,469.35
401	CAPITAL PROJECTS	9,500.00
405	NHRST CAPITAL PROJECTS	9,453.52
410	TIF REDEVELOPMENT	6,940.00
501	WATER/SEWER	518,517.57
601	MEDICAL SELF INSURANCE	23,386.00
603	RISK MANAGEMENT INS	5,374.10
710	PERFORMANCE ESCROW	36,663.54

**Warrant Total - \$ 768,580.97**

**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**

Report Run Date: 7/28/2015

Warrant Date 08/03/2015

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 101 -GENERAL FUND</b>				
2012	RECREATION CREDIT PAYABLE	KUPFERBERG, KIM	PRG CXL-CAMP SWIM LES	13.50
2012	RECREATION CREDIT PAYABLE	WEI, JACKIE	PRG CXL-SWIM LESSONS	23.00
2012	RECREATION CREDIT PAYABLE	GIANNINI, DIANA	PRG CXL-TBALL TRNG	35.00
2101	OTHER ACCOUNTS PAYABLE	INDUSTRIAL WIRE & CABLE	MB REF-OPERT PERMIT	50.00
2102	AMBULANCE FEES PAYABLE	BLUE CROSS BLUE SHIELD	AMB REF-COOPER, M	829.43
				<u>950.93</u>
<b>Program: 10111007 -VILLAGE CLERK</b>				
5411	LEGAL NOTICE/PUBLISHING	STERLING CODIFIERS	SUPPLEMENT #68/ZONING COD	4,645.00
				<u>4,645.00</u>
<b>Program: 10112001 -ADMIN</b>				
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT PAPER		10.95
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT NAME PLATE - FLEMING		27.00
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT MISC ITEMS - RESTOCK		45.41
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT PAPER		10.95
				<u>94.31</u>
<b>Program: 10113001 -FINANCIAL ADMIN</b>				
5215	PROFESSIONAL ACCOUNTING	SIKICH LLP	ANNUAL FINANCIAL AUDIT SE	3,500.00
5274	MAINT-EQUIPMENT	PITNEY BOWES - LEASE	METER LEASE	59.35
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CREDIT - TAPE		(5.02)
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT MISC ITEMS - RESTOCK		15.99
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT MISC ITEMS - RESTOCK		87.73
				<u>3,658.05</u>
<b>Program: 10113016 -ACCOUNTING SERVICES</b>				
5351	POSTAGE & SHIPPING	FEDERAL EXPRESS CORPORATION	SHIPPING FEES	69.80
				<u>69.80</u>
<b>Program: 10117017 -TECHNOLOGY</b>				
5155	MEMBERSHIPS & SUBSCRIP	GMIS ILLINOIS	2015 MEMBERSHIP	175.00
5219	OTHER PROFESSIONAL SVCS	LEVINE, BRANDON	7-6-15 VB MTG	24.00
5219	OTHER PROFESSIONAL SVCS	LEVINE, BRANDON	7-20-15 VB MTG	27.00
5219	OTHER PROFESSIONAL SVCS	KOVACH, VERONICA L	7-6-15 VB MTG	24.00
5219	OTHER PROFESSIONAL SVCS	KOVACH, VERONICA L	7-15-15 PC MTG	36.00
5274	MAINT-EQUIPMENT	PARK PLACE TECHNOLOGIES LLC	MAINT. SVC CONTRACT	531.00
5275	MAINT - SOFTWARE	SUNGARD PUBLIC SECTOR PENTAMAT	SOFTWARE MAINT 2015	3,832.00
5313	TELEPHONE	COMCAST CABLE	INTERNET - VH	147.85
5313	TELEPHONE	COMCAST CABLE	INTERNET - PW	147.85
5313	TELEPHONE	COMCAST CABLE	INTERNET - PD	149.96
5313	TELEPHONE	CALL ONE	ANALOG INES - JULY	2,568.75
5313	TELEPHONE	PAETEC	ANALOG LINES - JULY	116.98
5313	TELEPHONE	COMCAST CABLE	INTERNET - BARN	99.85
5321	COMPUTER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	LABEL TAPE	30.98
5550	MACHINERY & EQUIPMENT	DELL USA LP	DESKTOPS (10)	6,855.60
5550	MACHINERY & EQUIPMENT	DELL USA LP	DESKTOPS (10)	1,715.90

**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
 Warrant Date 08/03/2015

Report Run Date: 7/28/2015

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
5550	MACHINERY & EQUIPMENT	CDW GOVERNMENT INC.	TABLET CASES	175.14
5550	MACHINERY & EQUIPMENT	CDW GOVERNMENT INC.	MS SURFACE PRO 3	1,579.70
5550	MACHINERY & EQUIPMENT	CDW GOVERNMENT INC.	FORTINET	810.97
5570	CAPITAL LEASE	US BANK NATIONAL ASSOC.	COPIER LEASE	1,015.25
				20,063.78
<b>Program: 10124001 -POLICE ADMIN</b>				
5154	BOOKS/REF PUBLICATIONS	WEST PUBLISHING GROUP	ILLINOIS COMPILED STATUTE	212.94
5271	MAINT-BLDGS & GROUNDS	BEST QUALITY CLEANING INC.	FACILITY CLEANING	1,295.00
5271	MAINT-BLDGS & GROUNDS	INTERNATIONAL FIRE EQUIPMENT	WET SPRINKLER SYSTEM ANNU	265.00
5271	MAINT-BLDGS & GROUNDS	INTERNATIONAL FIRE EQUIPMENT	SEMI ANNUAL PRE-ACTION SY	245.00
5271	MAINT-BLDGS & GROUNDS	A-1 ROOFING COMPANY	ROOF MEMBRANE REPAIRS	3,340.00
5271	MAINT-BLDGS & GROUNDS	OTIS ELEVATOR COMPANY	ELEVATOR MAINTENANCE AGRE	846.51
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	457.64
5325	BLDG & GROUND MAINT SUPPL	GRUNDER, ANTHONY	RANGE MAINTENANCE SUPPLIE	33.89
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	PVC - 10 FOOT	7.32
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	PVC CUTTER	11.98
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	PVC ADAPTER	3.42
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	PVC 45 ELBOW	1.94
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	PVC COUPLER	1.62
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	PVC 90 ELBOW	0.88
5351	POSTAGE & SHIPPING	THE UPS STORE	RTN RECOVERD PROP	11.89
5351	POSTAGE & SHIPPING	THE UPS STORE	RTN RECOVERD PROP	8.63
5355	UNIFORMS	ELEGANT EMBROIDERY/MELON INK	POLO, FLEECE	81.00
				6,824.66
<b>Program: 10124020 -POLICE</b>				
4414	LOCAL ORDINANCES	GRANAHAN, TERENCE G	TKT REF-OVERPAYMENT	20.00
				20.00
<b>Program: 10124021 -OPERATIONS</b>				
5153	TRAINING & BUSINESS MTGS	FROST, SCOTT	FREIGHT	6.00
5153	TRAINING & BUSINESS MTGS	FROST, SCOTT	DRE CARDS	140.00
5214	OTHER LEGAL	ALBARRAN, LUIS	VILLAGE PROSECUTOR FEE	6,666.67
5274	MAINT-EQUIPMENT	WORLD POINT ECC	CPR MANIKIN CLICKER ASSEM	9.45
5274	MAINT-EQUIPMENT	WORLD POINT ECC	SHIPPING	7.95
5355	UNIFORMS	GALL'S INC.	GRUNDER, MISC ITEMS, INV#	26.71
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	BEIDELMAN/STRUGA DRESS CA	55.57
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	BEIDELMAN/STRUGA DRESS CA	55.57
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	STRUGA PARKA INV# 1539034	259.99
5355	UNIFORMS	GALL'S INC.	GRUNDER, MISC ITEMS, INV#	69.50
5355	UNIFORMS	GALL'S INC.	GOODYEAR, PANTS, INV# 378	45.71
5355	UNIFORMS	GALL'S INC.	MCCORMACK, NAMETAGS, INV#	38.00
				7,381.12
<b>Program: 10124022 -COMMUNICATIONS</b>				
5151	LICENSING/CERTIFICATIONS	PRIORITY DISPATCH	EMD CERTIFICATION	250.00
5313	TELEPHONE	AT & T	Z-LINE 708Z480001	390.89

**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
 Warrant Date 08/03/2015

Report Run Date: 7/28/2015

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
5313	TELEPHONE	AT & T	Z-LINE 847Z995683	327.85
5313	TELEPHONE	AT & T	Z-LINE 847R260631	2,215.80
5313	TELEPHONE	AT & T	Z-LINE 708Z480019	6,044.44
5313	TELEPHONE	AT & T	Z-LINE 708Z820013	601.69
5355	UNIFORMS	GALL'S INC.	PAULUS, MISC UNIFORMS, IN	46.53
5355	UNIFORMS	GALL'S INC.	PAULUS, MISC UNIFORMS, IN	139.47
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	KELLY/DAVIS, SWEATERS, IN	170.00
				10,186.67
<b>Program: 10124023 -CRIME PREVENTION</b>				
5153	TRAINING & BUSINESS MTGS	JOHNSON, ROBERT	CCROC TRAINING CONFERENCE	240.00
5219	OTHER PROFESSIONAL SVCS	WEST PUBLISHING GROUP	CLEAR FEE - BACKGROUND SE	147.21
5355	UNIFORMS	GAFFNEY, COLIN	GAFFNEY: CLOTHING FOR CID	51.14
				438.35
<b>Program: 10124024 -INTERGOVERNMENTAL</b>				
5355	UNIFORMS	GALL'S INC.	SIEBER, MISC ITEMS, INV#	7.15
5355	UNIFORMS	GALL'S INC.	SIEBER, MISC ITEMS, INV#	14.30
5355	UNIFORMS	GALL'S INC.	JOHNSON, POLOS, INV# 3782	68.00
				89.45
<b>Program: 10125001 -FIRE/RESCUE-ADMIN</b>				
5219	OTHER PROFESSIONAL SVCS	ACCOUNTING PRINCIPALS	TEMP SERV - JUNE 15 - 19	437.00
5313	TELEPHONE	CALL ONE	ANALOG INES - JULY	214.29
5313	TELEPHONE	COMCAST CABLE	INTERNET - STA #1	107.85
5313	TELEPHONE	COMCAST CABLE	INTERNET - STA #2	97.85
5313	TELEPHONE	COMCAST CABLE	INTERNET - STA #3	97.85
5313	TELEPHONE	COMCAST CABLE	INTERNET - STA #4	97.85
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	200.20
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES FOR STATI	112.81
5570	CAPITAL LEASE	US BANK NATIONAL ASSOC.	COPIER LEASE	225.00
				1,590.70
<b>Program: 10125032 -FIRE SUPPRESSION</b>				
5277	MAINT-OTHER	AIR ONE EQUIPMENT	QUARTERLY AIR QUALITY TES	120.00
5277	MAINT-OTHER	DUO SAFETY LADDER CORP.	LADDER MAINTENANCE/REPAIR	69.56
5277	MAINT-OTHER	INTERNATIONAL FIRE EQUIPMENT	SCUBA TANK HYDROTEST	85.76
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	231.30
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	UNIFORM - PILGARD	219.60
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	STRIPES FOR RADKE'S SHIRT	11.20
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	HAT - BENE	43.95
5359	OTHER SUPPLIES	BATTERIES PLUS HOLDING CORP	BATTERIES	49.90
				831.27
<b>Program: 10125033 -EMS</b>				
5151	LICENSING/CERTIFICATIONS	GOLUBSKI, DONALD	FIRST RESPONDER RENEWAL	20.00
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	130.09
5357	MEDICAL SUPPLIES	MEDLINE INDUSTRIES, INC	EMS GLOVES	517.73

**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
 Warrant Date 08/03/2015

Report Run Date: 7/28/2015

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
				667.82
<b>Program: 10125035 -FIRE PREVENTION BUREAU</b>				
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	122.47
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES FOR STATI	37.75
				160.22
<b>Program: 10136001 -COMMUNITY SERVICES ADMIN</b>				
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	122.87
5352	PRINTING-STATIONERY/FORMS	JUMBOPOSTCARD.COM, INC	BUSINESS CARDS	75.00
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	32.50
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	32.50
5359	OTHER SUPPLIES	ZEE MEDICAL SERVICE COMPANY	VILLAGE HALL MEDICAL	30.75
				293.62
<b>Program: 10136041 -FORESTRY</b>				
5272	MAINT-LAWN & LANDSCAPING	PERRICONE GARDEN CENTER & NURS	REPLACEMENT TREES	1,180.00
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	SEED, TREE TREATMENT, HOS	18.75
5323	LANDSCAPING SUPPLIES	SOUTHERN SOURCE INDUSTRIES, INC	NON SELECTIVE WEED KILLER	200.00
				1,398.75
<b>Program: 10136042 -PARK MAINTENANCE</b>				
5271	MAINT-BLDGS & GROUNDS	BEST QUALITY CLEANING INC.	FACILITY CLEANING	1,365.00
5271	MAINT-BLDGS & GROUNDS	SUBURBAN ELEVATOR COMPANY	BARN ELEVATOR MAINT	158.00
5271	MAINT-BLDGS & GROUNDS	WRIGHT, JEFF	CONCESSION RESTROOM RECIR	1,091.55
5271	MAINT-BLDGS & GROUNDS	VILLAGE OF HAWTHORN WOODS	REPAIRS TO DAMAGED DATA L	937.50
5271	MAINT-BLDGS & GROUNDS	ZEPEDA, RUDY	PAINT TIF-PARK SHLTR	800.00
5271	MAINT-BLDGS & GROUNDS	PRECISION LOCK & SAFE, INC	CONCESSION ELECTRIC LOCKS	4,457.00
5272	MAINT-LAWN & LANDSCAPING	TURF & TREE MD	FERT/WEED CNTL-VARIOU	4,580.00
5311	ELECTRICITY	COMMONWEALTH EDISON	WICKLOW SPRINKLER	21.58
5311	ELECTRICITY	COMMONWEALTH EDISON	7 E MAIN	32.23
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	SEED, TREE TREATMENT, HOS	342.00
5323	LANDSCAPING SUPPLIES	HOME DEPOT CREDIT SERVICES	WASP SPRAY	8.91
5323	LANDSCAPING SUPPLIES	SOUTHERN SOURCE INDUSTRIES, INC	NON SELECTIVE WEED KILLER	800.00
5325	BLDG & GROUND MAINT SUPPL	MULTIPLE CONCRETE ACCESS CORP	BRISTO TRAIL PATH REPAIR	44.40
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	PAULUS MARQUEE REPAIR	133.30
5325	BLDG & GROUND MAINT SUPPL	MULTIPLE CONCRETE ACCESS CORP	BRISTOL PATH REPAIR	94.80
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	CONCESSION RECIRC PLUMPIN	14.29
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	BARN DRINKING FOUNTAIN RE	7.78
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	CONCESSION WATER RECIRC	26.47
				14,914.81
<b>Program: 10136043 -MUNICIPAL PROPERTY MAINT</b>				
5271	MAINT-BLDGS & GROUNDS	BEST QUALITY CLEANING INC.	FACILITY CLEANING	1,540.00
5271	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	144.09
5271	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	151.28
5271	MAINT-BLDGS & GROUNDS	AMERICAN BACKFLOW PREVENTION	VILLAGE OWNED PROP BACKFL	525.00
5271	MAINT-BLDGS & GROUNDS	SUBURBAN ELEVATOR COMPANY	ELEVATOR MAINT	590.00

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5271	MAINT-BLDGS & GROUNDS	SUBURBAN ELEVATOR COMPANY	ELEVATOR MAINT	590.00
5271	MAINT-BLDGS & GROUNDS	ZEPEDA, RUDY	PAINT TIF-PARK SHTR	1,000.00
5325	BLDG & GROUND MAINT SUPPL	AIRGAS USA, LLC	CUTTING TORCHES	33.25
5325	BLDG & GROUND MAINT SUPPL	GRAINGER	HALL BATH FANS	139.14
5325	BLDG & GROUND MAINT SUPPL	GRAINGER	VILLAGE HALL BATH FAN	32.14
5325	BLDG & GROUND MAINT SUPPL	TDS DOOR COMPANY	VILLAGE HALL CLOSER	95.00
5325	BLDG & GROUND MAINT SUPPL	GRAINGER	CREDIT - FAN MOTOR	(69.57)
				4,770.33
<b>Program: 10136044 -RIGHT OF WAY MAINT</b>				
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	SEED, TREE TREATMENT, HOS	19.50
5323	LANDSCAPING SUPPLIES	SOUTHERN SOURCE INDUSTRIES, INC	NON SELECTIVE WEED KILLER	358.58
				378.08
<b>Program: 10136048 -ENGINEERING</b>				
5216	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	GENERAL ENG	6,579.00
5216	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	MFT GENERAL ENGINEERING	3,090.25
5216	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	ENGINEERING 2015 MATERIAL	106.50
5216	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	ENGINEERING REVIEW LZ SAL	782.50
5216	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	ENGINEERING 2015 PATCHING	1,683.50
5216	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	MAINTENANCE CONTRACTS HYD	2,105.00
				14,346.75
<b>Program: 10136071 -VEHICLE MAINTENANCE</b>				
5271	MAINT-BLDGS & GROUNDS	HOME DEPOT CREDIT SERVICES	PAINT SUPPLIES	81.98
5271	MAINT-BLDGS & GROUNDS	HOME DEPOT CREDIT SERVICES	PAINT SUPPLIES	84.04
5273	MAINT-VEHICLES	LAKE COUNTY WATERPORTS	FUEL FILTERS	75.00
5273	MAINT-VEHICLES	TEREX UTILITIES, INC	CHAIN REPLACEMENT 333	1,983.54
5326	AUTO PARTS & SUPPLIES	ADAMS STEEL SERVICE INC.	ROD 334	13.34
5326	AUTO PARTS & SUPPLIES	BRAKE ALIGN PARTS & SERVICES, INC	COMPRESSOR 3243	1,237.04
5326	AUTO PARTS & SUPPLIES	FOSTER COACH SALES INC.	LATCHES 3243	64.12
5326	AUTO PARTS & SUPPLIES	MAC NEIL AUTOMOTIVE PRODUCTS, LTMATS 3297		56.97
5326	AUTO PARTS & SUPPLIES	EVEREST EMERGENCY VEHICLES, INC	LATCHES	80.28
5326	AUTO PARTS & SUPPLIES	EVEREST EMERGENCY VEHICLES, INC	LATCHES 3242	47.64
5326	AUTO PARTS & SUPPLIES	RUSH TRUCK CENTER -GRAYSLAKE	FUEL SENDER 322	106.50
5326	AUTO PARTS & SUPPLIES	HOME DEPOT CREDIT SERVICES	BULBS 3212	7.67
5326	AUTO PARTS & SUPPLIES	POMP'S TIRE SERVICE	SQUAD TIRES	1,599.92
5326	AUTO PARTS & SUPPLIES	POMP'S TIRE SERVICE	DUMP TIRES	1,596.98
5326	AUTO PARTS & SUPPLIES	WHOLESALE DIRECT, INC	SPOT LIGHT 112	46.79
5326	AUTO PARTS & SUPPLIES	WHOLESALE DIRECT, INC	TAIL LIGHT 325	158.88
5326	AUTO PARTS & SUPPLIES	FOSTER COACH SALES INC.	LATCHES 3247	98.74
5327	EQUIP MAINT PART&SUPPLIES	ARLINGTON POWER EQUIPMENT INC.	CARB PARTS	26.11
5327	EQUIP MAINT PART&SUPPLIES	E-Z-GO DIVISION OF TEXTRON	CART 1 CABLES	139.86
5327	EQUIP MAINT PART&SUPPLIES	SEWER EQUIPMENT CO OF AMERICA	RODDER PARTS	272.09
5327	EQUIP MAINT PART&SUPPLIES	LAKE COUNTY WATERPORTS	FUEL FILTERS	12.75
5327	EQUIP MAINT PART&SUPPLIES	ARLINGTON POWER EQUIPMENT INC.	TRIMMER LINE	58.88
5328	OTHER MAINT PARTS&SUPPLY	AIRGAS USA, LLC	CUTTING TORCHES	33.25
5328	OTHER MAINT PARTS&SUPPLY	RUBBER INC.	TIRE REPAIR SUPPLIES	56.69
5342	FUELS	BELL FUELS INC.	UNLEADED FUEL	5,348.68

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5342	FUELS	BELL FUELS INC.	UNLEADED FUEL	8,619.11
5346	LUBRICANTS & FLUIDS	KELLER-HEARTT OIL	HYDRAULIC OIL	380.50
5346	LUBRICANTS & FLUIDS	GRAINGER	COMPRESSOR OIL	191.03
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	37.08
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	44.27
5357	MEDICAL SUPPLIES	ZEE MEDICAL SERVICE COMPANY	FIRST AID SUPPLIES	50.25
				22,609.98

**Program: 10136080 -BUILDING & ZONING**

5155	MEMBERSHIPS & SUBSCRIP	AMERICAN PLANNING ASSOC.	HUBBARD APA MEMBERSHIP	306.00
5155	MEMBERSHIPS & SUBSCRIP	ICC EXAMINATION SERVICES	HUBBARD MEMBERSHIP	135.00
5216	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	DEVELOPMENT REVIEW COVENT	392.00
5216	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	PERMIT REVIEW MARIANOS	211.50
5216	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	PERMIT REVIEW 584 N OLD R	1,062.50
5219	OTHER PROFESSIONAL SVCS	KGM PLUMBING, INC	JULY PLUMBING INSPECTIONS	360.00
5262	SWEEPING & MOWING	A.M. LANDSCAPE & DESIGN, LLC	MOWING VARIOUS ADDRESSES	42.90
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEWS LA FITTNES	141.25
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEW 325 WHITNEY	50.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEW HUDSON TOWN	352.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEW 555 OAKWOOD	44.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEW 30 SOUTH SH	150.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEW 596 BRAEMAR	150.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEW 1050 BRISTO	150.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEW 941 COUNTRY	200.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	SPOT SURVEY FLINT CROSSIN	50.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	AS BUILT REVIEW 30 LINDEN	200.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PLAN REVIEW AZPIRA PLACE	1,396.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEW LZ D95 STAD	1,246.75
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEW 1125 S.OLD	220.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEW 1160 CENTON	132.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEWS 200 TELSER	157.50
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEWS BRADFORD J	1,195.75
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	PERMIT REVIEWS 320 ROUTE	186.00
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	ENGINEERING DAVENPORT FUN	1,864.75
5295	ENGINEERING - PRMTS & INP	MANHARD CONSULTING LTD	REVIEW LZ SHOPS SUBDIVISI	647.50
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	178.78
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	OFFICE SUPPLIES BZ	12.78
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	OFFICE SUPPLIES	39.09
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	CR-RTN ENVELOPE	(7.39)
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	ENVELOPES	8.39
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	PAPER AND FILE FOLDERS	331.86
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	OFFICE SUPPLIES	9.00
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	OFFICE SUPPLIES BZ	57.98
5359	OTHER SUPPLIES	RACEWAY CAR WASH INC	CARWASH FOR INSPECTORS	54.00
5570	CAPITAL LEASE	KIP AMERICA INC	WIDE FORMAT LEASE	195.61
				11,923.50

**Program: 10167001 -PARK & REC ADMIN**

5155	MEMBERSHIPS & SUBSCRIP	A S C A P	MUSIC LICENSE	337.92
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5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	0.20
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	CREDIT - LABLE TAPE	(8.56)
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	LABLE TAPE	8.56
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	HIGHLIGHTERS, COPY PAPER,	105.93
				<u>444.05</u>
<b>Program: 10167920 -SPECIAL RECREATION</b>				
5242	SRA PROGRAMS	HOMER INDUSTRIES INC.	PLAYGROUND SURFACE	1,020.00
5242	SRA PROGRAMS	HOMER INDUSTRIES INC.	PLAYGROUND SURFACE	1,020.00
				<u>2,040.00</u>
<b>Program: 10167935 -DANCE</b>				
5359	OTHER SUPPLIES	ELEGANT EMBROIDERY/MELON INK	MELON INK- DANCE ATTIRE T	119.00
				<u>119.00</u>
<b>Program: 10167945 -YOUTH PROGRAMS</b>				
5241	PROGRAM SVCS	BARNETT, JENA	SUMMER 2015 PAINTG	1,140.00
				<u>1,140.00</u>
<b>Program: 10167960 -CAMPS</b>				
5241	PROGRAM SVCS	BARRINGTON TRANSPORTATION CO.	BARRINGTON TRANPORATION	1,654.70
5241	PROGRAM SVCS	VILLAGE OF HAWTHORN WOODS	VILLAGE OF HAWTHORN WOODS	110.00
5241	PROGRAM SVCS	WHEELING PARK DISTRICT	WHEELING PARK DISTRICT CA	1,191.50
5361	PROGRAM SUPPLIES	ELEGANT EMBROIDERY/MELON INK	MELON INK- CAMP STAFF T-S	91.00
5361	PROGRAM SUPPLIES	ELEGANT EMBROIDERY/MELON INK	MELON INK - CAMP STAFF T-	171.00
				<u>3,218.20</u>
<b>Program: 10167965 -ATHLETICS</b>				
5241	PROGRAM SVCS	SOCCER ENTERPRISES, INC	SOCCER TRNG	238.50
5241	PROGRAM SVCS	MIDWEST TENNIS PROGRAM, LLC	TENNIS	5,778.80
				<u>6,017.30</u>
<b>Program: 10167985 -FITNESS</b>				
5241	PROGRAM SVCS	KONDIC, JENNIFER	YOGA	456.00
				<u>456.00</u>
			Fund Total	141,742.50
<b>Program: 20236046 -STREET/TRAFFIC LIGHTS</b>				
5311	ELECTRICITY	COMMONWEALTH EDISON	STREETLIGHT ELECTRIC	9,907.06
5311	ELECTRICITY	COMMONWEALTH EDISON	STREETLIGHT ELECTRIC	627.33
				<u>10,534.39</u>
			Fund Total	10,534.39
<b>Program: 20767601 -ROCK THE BLOCK</b>				
5410	PUBLIC RELATIONS	ELEGANT EMBROIDERY/MELON INK	T-SHIRTS	1,226.25

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				1,226.25
<b>Program: 20767603 -FARMERS MARKET</b>				
5241	PROGRAM SVCS	ALO, OLINDO	ENTERTAINMENT- BAND	300.00
5241	PROGRAM SVCS	DEJA VU, INC	ENTERTAINMENT- BAND	300.00
				<u>600.00</u>
<b>Program: 20767604 -FOURTH OF JULY</b>				
5241	PROGRAM SVCS	COMMUNITY SEWER & SEPTIC	PROMENADE PORTA POTTIES	360.00
5361	PROGRAM SUPPLIES	KLOSS DISTRIBUTING	BEER	2,394.10
				<u>2,754.10</u>
<b>Program: 20767699 -MISC SPECIAL EVENTS</b>				
5241	PROGRAM SVCS	COMMUNITY SEWER & SEPTIC	PORTAPOTTY RENTAL	495.00
5241	PROGRAM SVCS	ADDISON ALL SPORTS COMPANY, INC	INFLATABLES- FINAL BALANC	1,094.00
5241	PROGRAM SVCS	SALISBURY, LA JUANA MARCIA	FACE PAINTING-BLUE	300.00
				<u>1,889.00</u>
Fund Total				6,469.35
<b>Program: 40136044 -RIGHT OF WAY MAINTENANCE</b>				
5520	LAND IMPROVEMENTS	JARKA, PAMELA M.	CN REFUND - 3 DUNWICK CT	9,500.00
				<u>9,500.00</u>
Fund Total				9,500.00
<b>Program: 40536044 -NHR PW ROW</b>				
5343	CONCRETE & ASPHALT	PETER BAKER & SON COMPANY	BLACKTOP	772.80
5343	CONCRETE & ASPHALT	FISCHER BROS. FRESH CONCRETE INC	CONCRETE	536.50
5540	INFRASTRUCTURE IMPROVEMTS	MANHARD CONSULTING LTD	ENGINEERING 2015 ROAD PRO	5,836.75
				<u>7,146.05</u>
<b>Program: 40536047 -NHR PW STORM WATER CTRL</b>				
5254	LAKE/WATER QUALITY MGMT	MANHARD CONSULTING LTD	ENGINEERING NPDES COMPLIA	791.25
5328	OTHER MAINT PARTS&SUPPLY	HOME DEPOT CREDIT SERVICES	CONCRETE	11.52
5540	INFRASTRUCTURE IMPROVEMTS	JOSEPH D FOREMAN COMPANY	RUGBY CULVERT REPLACE	835.95
5540	INFRASTRUCTURE IMPROVEMTS	MANHARD CONSULTING LTD	ENGINEERING DEERPATH ROAD	668.75
				<u>2,307.47</u>
Fund Total				9,453.52
<b>Program: 41036043 -TIF - PW - CIP - PROPERTY</b>				
5252	ENVIRONMENTAL CLEANUP	DYNAMIC ENVIRONMENTAL SERVICES	ENVIROMENTAL SERVICES 2 W	6,940.00
				<u>6,940.00</u>
Fund Total				6,940.00
<b>Program: 501 -WATER/SEWER</b>				
2017	LCTC PAYABLE	LAKE COUNTY PUBLIC WORKS DEPT.	2ND QTR COLLECTIONS	465,604.57

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				465,604.57
<b>Program: 50136050 -WATER SERVICE</b>				
5219	OTHER PROFESSIONAL SVCS	BARTNICK INC.	REPLACE LONG SIDE SERVICE	1,000.00
5219	OTHER PROFESSIONAL SVCS	MANHARD CONSULTING LTD	LAKE MICHIGAN WATER	312.50
5219	OTHER PROFESSIONAL SVCS	MANHARD CONSULTING LTD	ENGINEERING LAKE MICHIGAN	531.25
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - WELLS	4,480.55
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - WELLS	4,588.67
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - WELLS	692.97
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - WELLS	3,933.52
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - WELLS	4,292.42
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - WELLS	4,297.00
5312	NATURAL GAS	NICOR GAS	GAS WELL #7	128.36
5323	LANDSCAPING SUPPLIES	POTSIE'S INC.	4 WHEELER TRUCKLOAD	110.00
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	SUNNY DELUX GRASS SEED	85.50
5323	LANDSCAPING SUPPLIES	POTSIE'S INC.	4 WHEELER TRUCKLOAD	55.00
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	REBAR	2.98
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	2 X 10 LUMBER	15.58
5338	DISTRIBUTION SYS REPAIR	JOSEPH D FOREMAN COMPANY	10 X 1.5 TAPPING SADDLE	226.50
5338	DISTRIBUTION SYS REPAIR	JOSEPH D FOREMAN COMPANY	1.5 CORP	805.00
5338	DISTRIBUTION SYS REPAIR	JOSEPH D FOREMAN COMPANY	12 X 1.5 TAPPING SADDLE	250.50
5341	CHEMICALS	CARGILL SALT	BULK WTR CONDITIONING	2,283.12
5341	CHEMICALS	CARGILL SALT	BULK WTR CONDITIONING	2,621.16
5341	CHEMICALS	CARGILL SALT	BULK WTR CONDITIONING	2,625.48
5341	CHEMICALS	VIKING CHEMICAL COMPANY	CHLORINE	532.50
5343	CONCRETE & ASPHALT	JOSEPH D FOREMAN COMPANY	SOUTHSHORE CULVERT REPLAC	415.50
5359	OTHER SUPPLIES	HOME DEPOT CREDIT SERVICES	RECHARGEABLE DRILL BATTER	59.97
5359	OTHER SUPPLIES	AIRGAS USA, LLC	CUTTING TORCHES	33.26
5540	INFRASTRUCTURE IMPROVEMTS	MANHARD CONSULTING LTD	ENGINEERING MAPLE AND TER	4,413.75
				38,793.04
<b>Program: 50136060 -SEWER SERVICE</b>				
5271	MAINT-BLDGS & GROUNDS	U S A BLUEBOOK	ESTIMATED SHIPPING/HANDLI	16.14
5271	MAINT-BLDGS & GROUNDS	U S A BLUEBOOK	ATC DIVERSIFIED SLA SERIE	167.95
5311	ELECTRICITY	COMMONWEALTH EDISON	VACUUM PRIMING STRUCTURE	40.35
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	568.64
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	76.70
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	83.05
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	31.03
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	224.10
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	240.78
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	36.49
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	42.96
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	57.01
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	59.32
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	1,269.23
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	1,971.13
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	107.14
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	110.63

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5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	177.08
5311	ELECTRICITY	DYNEGY ENERGY SERVICES LLC	ELECTRICITY - LIFTS	210.17
5328	OTHER MAINT PARTS&SUPPLY	VOLLMAR CLAY PRODUCTS	36" FLAT TOP	125.00
5328	OTHER MAINT PARTS&SUPPLY	VOLLMAR CLAY PRODUCTS	BUTYL MASTIC	60.00
5331	LIFT STATION PARTS & SUPP	BATTERIES PLUS HOLDING CORP	SLAA12-22.2F 12V ALARM DI	37.90
5540	INFRASTRUCTURE IMPROVEMTS	MANHARD CONSULTING LTD	ENGINEERING SANITARY TRAN	726.95
				6,439.75
<b>Program: 50156001 -UTILITIES-ADMIN</b>				
5155	MEMBERSHIPS & SUBSCRIP	J U L I E INC.	1/4 ANNUAL ASSESSMENT	2,522.26
5219	OTHER PROFESSIONAL SVCS	INFOSEND, INC	WTR BILL PROCESS - MAY 20	685.34
5219	OTHER PROFESSIONAL SVCS	INFOSEND, INC	SHUT-OFF NOTICES - MAY 20	5.25
5219	OTHER PROFESSIONAL SVCS	INFOSEND, INC	HLC PRINTING CHANGE	175.00
5219	OTHER PROFESSIONAL SVCS	INFOSEND, INC	FORM RECYCLING	819.00
5313	TELEPHONE	PAETEC	ANALOG LINES - JULY	467.94
5313	TELEPHONE	CALL ONE	ANALOG INES - JULY	101.38
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	212.41
5351	POSTAGE & SHIPPING	INFOSEND, INC	WTR BILL POSTAGE - MAY 20	2,503.16
5351	POSTAGE & SHIPPING	INFOSEND, INC	SHUT-OFF NOTICE POSTAGE -	23.97
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	39.40
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	34.90
5570	CAPITAL LEASE	KIP AMERICA INC	WIDE FORMAT LEASE	65.20
5570	CAPITAL LEASE	US BANK NATIONAL ASSOC.	COPIER LEASE	25.00
				7,680.21
			Fund Total	518,517.57
<b>Program: 60112010 -MEDICAL SELF INS FUND</b>				
5232	LOCAL 150 HEALTH INS PREM	MIDWEST OPERATING ENG L/150	CREDIT - KOELLING	(1,809.00)
5232	LOCAL 150 HEALTH INS PREM	MIDWEST OPERATING ENG L/150	CR- JULY QUIRK	(1,809.00)
5232	LOCAL 150 HEALTH INS PREM	MIDWEST OPERATING ENG L/150	SINGLE HEALTH - SEPT	5,296.00
5232	LOCAL 150 HEALTH INS PREM	MIDWEST OPERATING ENG L/150	FAM HEALTH - SEPT	21,708.00
				23,386.00
			Fund Total	23,386.00
<b>Program: 60312010 -RISK MANAGEMENT INS FUND</b>				
5222	INSURANCE CLAIMS	I R M A	DEDUCTIBLE - JUNE	5,374.10
				5,374.10
			Fund Total	5,374.10
<b>Program: 710 -PERFORMANCE ESCROW</b>				
2501	BUILDING DEPOSITS	CASEY WINDOW COMPANY	BLD REF-468 RUSH CT	100.00
2501	BUILDING DEPOSITS	KLEPINOWSKI, MARCIN K	BLD REF-291 DENBERRY	100.00
2501	BUILDING DEPOSITS	A+ QUALITY CONTRACTING, INC	BLD REF-736 HUNTINGTO	100.00
2501	BUILDING DEPOSITS	WOODWORK ARTS	BLD REF-957 HOLLY CIR	100.00
2501	BUILDING DEPOSITS	ANDERSON, JAMES/NANCY	BLD REF-935 LANCASTER	100.00
2501	BUILDING DEPOSITS	SCHULTZ, JAMES	BLD REF-1162 DONEGAL	100.00
2501	BUILDING DEPOSITS	FOUR SEASONS HEATING & A/C	BLD REF-1439 EDDY LN	100.00

**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
 Warrant Date 08/03/2015

Report Run Date: 7/28/2015

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
2501	BUILDING DEPOSITS	AARON & TRECKER HEATING & A/C	BLD REF-170 OLD MILL	100.00
2501	BUILDING DEPOSITS	CHAMPION WINDOW CO. OF CHICAGO	BLD REF-560 RAMBLEWOO	100.00
2528	VH CABLE TV EQUIP REPL	COMCAST CABLE	ADDITIONAL OUTLET	10.54
2560	THE ADVANCED SIX PRJ MGT	NEW WORLD SYSTEMS CORPORATION	PROJ. MGT IMPLENATION	35,753.00
				36,663.54
			Fund Total	36,663.54
			Warrant Total	<u>\$768,580.97</u>

**YTD Vendor Payments**

Date: 7/28/2015

Vendor Number	Vendor Name	Transaction Amount
5353	A S C A P	337.92
99162	A+ QUALITY CONTRACTING, INC	100.00
99086	A-1 ROOFING COMPANY	3,340.00
23	A.M. LANDSCAPE & DESIGN, LLC	42.90
18	AARON & TRECKER HEATING & A/C	100.00
568	ACCOUNTING PRINCIPALS	437.00
995	ADAMS STEEL SERVICE INC.	13.34
29060	ADDISON ALL SPORTS COMPANY, INC	1,094.00
2451	AIR ONE EQUIPMENT	120.00
2460	AIRGAS USA, LLC	99.76
3063	ALBARRAN, LUIS	6,666.67
3503	ALO, OLINDO	300.00
3650	AMERICAN BACKFLOW PREVENTION	525.00
3668	AMERICAN PLANNING ASSOC.	306.00
990319	ANDERSON, JAMES/NANCY	100.00
5104	ARLINGTON POWER EQUIPMENT INC.	84.99
3683	AT & T	9,580.67
70800	BARNETT, JENA	1,140.00
8218	BARRINGTON TRANSPORTATION CO.	1,654.70
8255	BARTNICK INC.	1,000.00
8390	BATTERIES PLUS HOLDING CORP	87.80
8850	BELL FUELS INC.	13,967.79
9219	BEST QUALITY CLEANING INC.	4,200.00
10015	BLUE CROSS BLUE SHIELD	829.43
10634	BRAKE ALIGN PARTS & SERVICES, INC	1,237.04
12503	CALL ONE	2,884.42
12900	CARGILL SALT	7,529.76
990313	CASEY WINDOW COMPANY	100.00
15280	CDW GOVERNMENT INC.	2,565.81
990104	CHAMPION WINDOW CO. OF CHICAGO LLC	100.00
14252	CINTAS CORPORATION LOC. 355	516.02
15258	COMCAST CABLE	957.45
15271	COMMONWEALTH EDISON	10,628.55
15278	COMMUNITY SEWER & SEPTIC	855.00
15390	CONSERV FARM SUPPLY	465.75
17939	DEJA VU, INC	300.00
17950	DELL USA LP	8,571.50
19670	DUO SAFETY LADDER CORP.	69.56
20044	DYNAMIC ENVIRONMENTAL SERVICES, LLC	6,940.00
20050	DYNEGY ENERGY SERVICES LLC	27,550.59
27050	E-Z-GO DIVISION OF TEXTRON	139.86
23225	ELEGANT EMBROIDERY/MELON INK	1,688.25
75111	EVEREST EMERGENCY VEHICLES, INC	127.92
27670	FEDERAL EXPRESS CORPORATION	69.80
28349	FISCHER BROS. FRESH CONCRETE INC.	536.50
28950	FOSTER COACH SALES INC.	162.86
29063	FOUR SEASONS HEATING & A/C	100.00
29630	FROST, SCOTT	146.00
30208	GAFFNEY, COLIN	51.14
30240	GALL'S INC.	455.37
990323	GIANNINI, DIANA	35.00
31700	GMIS ILLINOIS	175.00
31950	GOLUBSKI, DONALD	20.00
96120	GRAINGER	292.74

**YTD Vendor Payments**

Date: 7/28/2015

Vendor Number	Vendor Name	Transaction Amount
990331	GRANAHAN, TERENCE G	20.00
33101	GRUNDER, ANTHONY	33.89
37025	HOME DEPOT CREDIT SERVICES	481.65
37028	HOMER INDUSTRIES INC.	2,040.00
43110	I R M A	5,374.10
42415	ICC EXAMINATION SERVICES	135.00
MB000028	INDUSTRIAL WIRE & CABLE	50.00
42230	INFOSEND, INC	4,211.72
42392	INTERNATIONAL FIRE EQUIPMENT	595.76
47670	J U L I E INC.	2,522.26
990317	JARKA, PAMELA M.	9,500.00
46892	JOHNSON, ROBERT	240.00
47400	JOSEPH D FOREMAN COMPANY	2,533.45
47675	JUMBOPOSTCARD.COM, INC	75.00
48745	KELLER-HEARTT OIL	380.50
48990	KGM PLUMBING, INC	360.00
49340	KIP AMERICA INC	260.81
990320	KLEPINOWSKI, MARCIN K	100.00
19150	KLOSS DISTRIBUTING	2,394.10
50193	KONDIC, JENNIFER	456.00
50265	KOVACH, VERONICA L	60.00
990322	KUPFERBERG, KIM	13.50
51258	LAKE COUNTY PUBLIC WORKS DEPT.	465,604.57
51285	LAKE COUNTY WATERPORTS	87.75
52300	LEVINE, BRANDON	51.00
54265	MAC NEIL AUTOMOTIVE PRODUCTS, LTD	56.97
54490	MANHARD CONSULTING LTD	37,827.45
56533	MEDLINE INDUSTRIES, INC	517.73
57045	MIDWEST OPERATING ENG L/150	23,386.00
76850	MIDWEST TENNIS PROGRAM, LLC	5,778.80
58930	MULTIPLE CONCRETE ACCESS CORP	139.20
60470	NEW WORLD SYSTEMS CORPORATION	35,753.00
61214	NICOR GAS	128.36
695	OTIS ELEVATOR COMPANY	846.51
56215	PAETEC	584.92
69097	PARK PLACE TECHNOLOGIES LLC	531.00
69980	PERRICONE GARDEN CENTER & NURSERY	1,180.00
70040	PETER BAKER & SON COMPANY	772.80
70901	PITNEY BOWES - LEASE	59.35
71345	POMP'S TIRE SERVICE	3,196.90
71470	POTSIE'S INC.	165.00
2140	PRECISION LOCK & SAFE, INC	4,457.00
56519	PRIORITY DISPATCH	250.00
73203	RACEWAY CAR WASH INC	54.00
73540	RAY O'HERRON COMPANY INC.	815.88
76085	RUBBER INC.	56.69
76143	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	343.84
76344	RUSH TRUCK CENTER -GRAYSLAKE	106.50
76953	SALISBURY, LA JUANA MARCIA	300.00
77577	SCHULTZ, JAMES	100.00
78180	SEWER EQUIPMENT CO OF AMERICA	272.09
79060	SIKICH LLP	3,500.00
13925	SOCCER ENTERPRISES, INC	238.50
80600	SOUTHERN SOURCE INDUSTRIES, INC	1,358.58

**YTD Vendor Payments**

Date: 7/28/2015

Vendor Number	Vendor Name	Transaction Amount
81070	STAPLES BUSINESS ADVANTAGE	588.35
81310	STERLING CODIFIERS	4,645.00
82072	SUBURBAN ELEVATOR COMPANY	1,338.00
82220	SUNGARD PUBLIC SECTOR PENTAMATION	3,832.00
83559	TDS DOOR COMPANY	95.00
19440	TEREX UTILITIES, INC	1,983.54
54419	THE UPS STORE	20.52
85775	TURF & TREE MD	4,580.00
88845	U S A BLUEBOOK	184.09
88855	US BANK NATIONAL ASSOC.	1,265.25
90050	VERIZON WIRELESS LLC	1,655.96
90315	VIKING CHEMICAL COMPANY	532.50
35109	VILLAGE OF HAWTHORN WOODS	1,047.50
90720	VOLLMAR CLAY PRODUCTS	185.00
990321	WEI, JACKIE	23.00
93160	WEST PUBLISHING GROUP	360.15
93370	WHEELING PARK DISTRICT	1,191.50
93823	WHOLESALE DIRECT, INC	205.67
990318	WOODWORK ARTS	100.00
95438	WORLD POINT ECC	17.40
95855	WRIGHT, JEFF	1,091.55
98490	ZEE MEDICAL SERVICE COMPANY	81.00
98605	ZEPEDA, RUDY	1,800.00

Report Total: 768,580.97

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**Village of Lake Zurich**  
 Semi-Monthly Warrant Report  
**Manual Checks by Fund**  
 Warrant Dated August 3, 2015

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Fund	Fund Title	Total
101	GENERAL FUND	10,210.57
207	SPECIAL EVENTS FUND	2,415.44
402	PARK IMPROVEMENT	395.15
501	WATER/SEWER	2,721.60
601	MEDICAL SELF INSURANCE	86,208.83
710	PERFORMANCE ESCROW	1,000.00
720	PAYROLL CLEARING	7,763.17

**Warrant Total - \$ 110,714.76**

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**Village of Lake Zurich**  
 Semi-Monthly Warrant Report  
**Manual Checks 7-14-15 thru 7-28-15**

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WT000228	AFLAC	07/14/2015	7,556.24
WT000229	BAS - CLAIMS	07/15/2015	33,404.32
WT000230	INLAND BANK	07/17/2015	12,284.00
WT000231	BAS - CLAIMS	07/22/2015	177.39
102411	BAYTREE FINANCIAL GROUP	7/24/2015	666.00
102412	CARGILL SALT	7/24/2015	2,640.60
102413	FASTENAL COMPANY	7/24/2015	13.64
102414	PR - EMPLOYEE	7/24/2015	206.93
102415	US BANK NATIONAL ASSOC	7/24/2015	138.52
102416	WOLAK, KATARZYNA	7/24/2015	1,000.00
WT000232	BAS - PREMIUMS	07/28/2015	52,627.12

**Report Total:** 110,714.76



*At the Heart of Community*

FINANCE DEPARTMENT

70 East Main Street  
Lake Zurich, Illinois 60047

(847) 438-5141  
LakeZurich.org

AGENDA ITEM

127

**MEMORANDUM**

Date: July 20, 2015  
To: Village Manager, Jason Slowinski  
From: Director of Finance, Jodie Hartman  
Subject: Water Bill Minimum Rate

**Issue:**

The existing rate structure for water and sewer bills is based on minimum usage of 2,000 gallons per month. Above the 2,000 gallons, customers are billed in 1,000 gallon increments. As a resident recently pointed out, some customers use less than the 2,000 gallons per month and feel the rate structure is unfair and discourages conservation efforts. The Village Board has requested more information on the impact of the current policy.

**Analysis:**

*Water Supply and Distribution System*

Lake Zurich operates its own water supply and distribution system. The Village receives its water from deep underground aquifers via six wells, of which five are in regular use while the other is maintained as an emergency back-up. The average daily pumping is 1.7M gallons a day and the wells are capable of pumping four times that amount.

Well water is treated with chlorine to ensure the safety of the water supply within the water system and fluoride is added to promote the development of strong teeth. Before well water enters the distribution system, ion-exchange systems remove naturally occurring radium and barium to below EPA standards. The process also serves to minimize water hardness. From the wells the water is distributed through a network of 113 miles of water mains and two elevated water storage tanks. The water tower at Paulus Park has the capacity to hold 0.75 million gallons and the water tower on Midlothian Road, just east of the high school, has a capacity of 1.5 million gallons.

The village provides water and sewer service for about 6,500 customers each month, the majority of which are residential. Bills are issued by the Finance Department each month for all customers, based on consumption readings obtained earlier in the month. Consumption is measured in gallons, billed in 1,000 gallon increments. The meter for each property keeps a running total of cumulative gallons that have traveled through the meter; each time the thousand marker flips, a thousand gallons are billed.

*Water and Sewer Rates*

The typical bill has three components: water service, sewer service and the Lake County Treatment Charge. The water component is a fixed rate times the number of thousand gallons recorded. The sewer component is a bit trickier, as the village does not measure the solid waste leaving the property. The sewer component of the bills matches the water consumption, with an exception for summer sewer credits. The third component, Lake County Treatment Charge (LCTC), is a fee charged by Lake County to accept the sewage from Lake Zurich. Per the intergovernmental agreement, Lake Zurich collects a fee based on metered consumption and remits the fee to Lake County upon collection from customers. Lake County currently has the fee set at \$4 per 1,000 gallons. Current rates (residents) are as follows:

Service	Rate / 1,000 Gallons
Water Service	\$ 5.90
Sewer Service	\$ 3.99
Lake County Treatment Charge	\$ 4.00
<b>Total per 1,000 Gallons</b>	<b>\$13.89</b>

A few items to note for these rates:

1. A **reduction** of \$14.24 per month is available for residents who are sixty-five (65) or older or disabled, regardless of consumption.
2. **Summer sewer credit** is applied between May 15<sup>th</sup> and September 15<sup>th</sup> of each year. Sewer consumption is limited to 110% of the average usage the previous eight (8) month period. This provides an allowance for water that does not enter the sewers during typical summer season, such as washing cars, watering flowers, etc.
3. **Minimum basic charge** is set in the village code, section 7-5-11C, that “every user of combined water and sewer service shall pay a minimum basis charge each billing period based on a usage of 2,000 gallons of water and sewer services regardless of actual usage.” The minimum bill is currently \$27.78 per month, including the LCTC.

Item 3, the minimum basic charge, is a common practice among municipalities, particularly where the village/city directly provides the water and sewer service versus buying water from a supplier and providing access. This charge serves the purpose of an availability fee. The village

incurs constant costs in order to ensure when each customer turns on their tap, clean and safe water flows freely and that their wastewater can be safely transported away. These costs are incurred whether a customer uses the water/sewer service or not for the period.

*Impact of Minimum*

The minimum usage level only affects those residents that use less than 2,000 gallons per month. All other customers are billed directly related to their consumption. As the chart below shows, an average of just fewer than 6% of customers each month have readings of 1,000 gallons consumed and pay the additional fee for the remaining 1,000 gallons. This amounts to about 380 customers per month and about \$3,600 in monthly revenue for the village. An average of 325 customers have less than 1,000 gallons usage, or no usage, each month, which is about 5% of the customer base and accounts for about \$6,100 in revenue each month. Combined, about 11% of customers on average are subject to the minimum usage fee.

Bill Month	Customers	Bills Issued (#)		Revenue	Bills Issued (#)		Revenue
		1,000 Gallons	%	for 1,000 Gallons*	No Usage	%	for 2,000 Gallons*
Jul-14	6,500	304	4.7%	2,861	302	4.6%	5,684
Aug-14	6,505	287	4.4%	2,701	290	4.5%	5,458
Sep-14	6,527	295	4.5%	2,776	269	4.1%	5,063
Oct-14	6,550	426	6.5%	4,009	288	4.4%	5,420
Nov-14	6,545	465	7.1%	4,376	282	4.3%	5,307
Dec-14	6,536	431	6.6%	4,056	309	4.7%	5,815
Jan-15	6,553	250	3.8%	2,353	353	5.4%	6,643
Feb-15	6,567	449	6.8%	4,225	354	5.4%	6,662
Mar-15	6,562	528	8.0%	4,968	418	6.4%	7,867
Apr-15	6,546	383	5.9%	3,604	371	5.7%	6,982
May-15	6,552	359	5.5%	3,551	373	5.7%	7,378
Jun-15	6,550	369	5.6%	3,649	273	4.2%	5,400
<b>Average</b>	<b>6,541</b>	<b>379</b>	<b>5.8%</b>	<b>3,594</b>	<b>324</b>	<b>4.9%</b>	<b>6,140</b>

\*Revenue is based on village rate only, exclusive of LCTC.

*Alternatives*

Designing a rate structure for recovering the costs of providing services such as water and sewer will always have its struggles. Comparing rate structures between towns proves difficult, as each municipality seems to have a variation, although common elements prevail.

Communities with minimum usage fees:

- Wauconda – 2,000
- Lake in the Hills – 2,000
- Wheeling – 3,000
- Lincolnshire – 4,000
- Libertyville – 4,000

Another option is towns that apply a flat rate per month to all bills, regardless of usage, to cover availability costs. The range is all over the board.

- Rolling Meadows - \$3.00
- Schaumburg - \$3.17
- Hoffman Estates - \$4.75
- Bartlett - \$9.21
- Crystal Lake - \$10.38 (=3,000 gallons)
- Barrington - \$11.06
- Deerfield - \$11.06
- Lake Forest - \$11.67
- Fox River Grove - \$24.67
- Lakewood - \$62.65

South Elgin has an interesting hybrid. They charge a minimum fee of \$40.66 per month, which covers the first 2,000 gallons. Any usage above 2,000 is charged a fee of \$8.68 per 1,000 gallons.

#### *Commentary*

The current minimum of charging for at least 2,000 gallons is not an uncommon practice. Some critics have said that charging for 2,000 gallons does not encourage conservation, as people are more likely to use more water if they know they are paying for it. Some critics feel it is unfair to pay the extra amount per month.

A solution to this would be to remove the minimum usage component of the fee structure and instead implement an availability charge. This would have its benefits and consequences. As a benefit, all customers would be charged a usage fee matching their metered water. This could encourage conservation. The availability charge would impact all customers, regardless of use, for the benefit of having clean and safe water available on demand.

The availability charge could be a revenue source for the Water and Sewer fund, which has struggled financially to keep up with the increasing capital demands of the aging system.

Charging even a nominal amount of \$5 per customer per month would generate over \$30,000 per month in revenue, compared to the approximate \$10,000 in minimum usage fees from those using less than 2,000 gallons per month on average. This is also the downside to this solution, as all customers would be impacted by the fee. Currently, about 10% of customers are impacted by the minimum charge, versus the other 90% who would start paying more with an availability charge.

**Recommendation:**

This item is presented for discussion purposes at this time. Staff seeks direction from the Village Board on any potential change in policy related to water billing.