



**AGENDA PACKET**  
**VILLAGE OF LAKE ZURICH**  
**Village Board of Trustees Virtual Meeting**

**April 19, 2021**  
**07:00 pm**

# VILLAGE OF LAKE ZURICH

## VILLAGE BOARD OF TRUSTEES VIRTUAL MEETING

**APRIL 19, 2021**  
**07:00 PM**  
**AGENDA**

**1. CALL TO ORDER**

**2. ROLL CALL**

Mayor Thomas Poynton, Trustee Jim Beaudoin, Trustee Mary Beth Euker, Trustee Janice Gannon, Trustee Marc Spacone, Trustee Jonathan Sprawka, Trustee Greg Weider.

**3. PUBLIC COMMENT**

This is an opportunity for residents to comment briefly on matters included on the agenda and otherwise of interest to the Board of Trustees. Public Comment is limited to 30 minutes total and 5 minutes per speaker. Written testimony and comments submitted to [info@lakezurich.org](mailto:info@lakezurich.org) prior to the start of the meeting will be read into the record.

**4. PRESIDENT'S REPORT / COMMUNITY UPDATE**

(This is an opportunity for the Mayor to report on matters of interest to the Village.)

**5. CONSENT AGENDA**

(These titles will be read by the Village Clerk and approved by a single Roll Call Vote. Any item may be pulled from the Consent Agenda for discussion by any member of the Board).

**A. Approval of Minutes of the Village Board Meeting, April 5, 2021**

Attachment: [5a.pdf](#)

**B. Approval of Semi-Monthly Warrant Register Dated April 19, 2021 Totaling \$296,888.81**

Attachment: [5b.pdf](#)

**C. Resolution Declaring Certain Property as Surplus Property and Authorizing Its Sale (Assign Reso. # 2021-04-059)**

**Summary:** The Village owns a small 0.185-acre parcel of land at 224 East Illinois Route 22 which was transferred to the Village by the Illinois Department of Transportation in December 2004 during the construction of the Route 22 bypass. The parcel does not facilitate any tangible redevelopment opportunity for the Village and therefore Staff recommends it be sold to the highest bidder for development of a single-family house or office building.

Attachment: [5c.pdf](#)

**D. Agreement with Schroeder Asphalt Services for 2021 Patching Program in the Amount Not-to-Exceed \$100,000**

**Summary:** The 2021 Village budget includes \$100,000 in the Non-Home Rule Sales Tax Fund for the annual pavement patching program. The Village has historically participated in a cooperative bid arrangement with several other municipalities in order to secure a more competitive price. This year's program was administered by the Municipal Partnership Initiative, which opened bids on April 6, 2021 and resulted in Schroeder Asphalt Services of Huntley, IL being the most competitive bid.

Attachment: [5d.pdf](#)

**E. Ordinance Amending the Village of Lake Zurich Municipal Code to Update the Provisions of Title 3, Chapter 5, Section 10 Imposing a Municipal Cannabis Retailers' Occupation Tax (Assign Ord. # 2021-04-408)**

**Summary:** The Village adopted Ordinance #2020-12-393 on December 21, 2020 enacting a 3% local tax on the sale of adult use recreational cannabis, should a dispensary decide to locate in Lake Zurich in the future. The Illinois Department of Revenue is requesting an amended ordinance to revise minor provisions which are not consistent with the Municipal Cannabis Retailers' Occupation Tax Law.

Attachment: [5e.pdf](#)

**F. Agreement with Insituform Technologies USA for 2021 Sanitary Sewer Lining Project in the Amount Not-to-Exceed \$1,500,000**

**Summary:** The 2021 Village budget includes \$1.5 million in the Water and Sewer Fund for this infrastructure investment. To minimize the risk of future emergency collapse of sanitary sewer infrastructure, the Village retained American Underground in 2017 to conduct closed-circuit television inspection and evaluation of the municipal sanitary sewer system.

The 2020 sanitary sewer lining program was postponed due to scheduling conflicts and staffing concerns associated with the pandemic. Competitive bids were received on April 2, 2021, which resulted in Insituform Technologies USA, LLC of Chesterfield,

Missouri being the most competitive bid at \$1,352,326. The requested not-to-exceed amount of \$1.5 million includes a 7% project contingency as well as engineering and design expenses.

Attachment: [5f.pdf](#)

#### **G. Special Event Request for Ancient Oaks Mighty Oaks Celebration at Paulus Park on September 19, 2021**

**Summary:** According to Village Special Event Guidelines, private events requiring park use with attendance over 100 must be approved by the Park and Recreation Advisory Board and the Village Board. Ancient Oaks is requesting use of the Paulus Park Chalet and Shelter A for its Mighty Oaks Celebration event, scheduled for September 19, 2021 from 10:00 am -- 6:00 pm.

Attachment: [5g.pdf](#)

#### **H. Updated Agreement with J & M Displays for July 4, 2021 Fireworks**

**Summary:** The Village's three-year fireworks contract with J & M Displays was set to expire after the 2020 Independence Day celebration, which was cancelled due to the pandemic. J & M Displays has stored the Village's purchased fireworks products for the anticipated display at Paulus Park on Sunday, July 4, 2021. They have sent the Village an updated agreement and addendum for review and approval.

- In the proposed agreement, if the Village were to postpone the fireworks display to 2022, J & M Displays would be entitled to 15% (\$4,500) of the total contract price in addition to the original \$30,000.
- If the Village were to postpone the July 4th display and reschedule to an alternative date in 2021, there would be no additional fees assessed.
- If the Village were to cancel the fireworks display altogether and not reschedule it, J&M Displays would be entitled to 20% of the total contract price (\$6,000).

At the April 13, 2021 Park and Recreation Advisory Board meeting, members voted in favor of approval of the proposed agreement with the balance of the agreement to be paid at the time of service on July 4, 2021.

Attachment: [5h.pdf](#)

#### **I. Agreement with Patriot Pavement Maintenance for 2021 Crack Sealing Program in the Not-to-Exceed Amount of \$50,000**

**Summary:** The 2021 Village budget includes \$50,000 Motor Fuel Tax Fund for preventative street maintenance. A crack sealing program is typically introduced three to five years after a street is resurfaced and can add 10 years to the life of a street. The Village has historically participated in a cooperative bid agreement with other municipalities through the Lake County Municipal League. The original LCML crack sealing program was bid on March 18, 2020, with an option to extend the contract for two additional consecutive years. On January 6, 2021, the LCML approved year one of two (1 year) extensions.

Attachment: [5i.pdf](#)

### **6. OLD BUSINESS - None at this time.**

(This agenda item includes matters for action by the Board of Trustees).

### **7. NEW BUSINESS**

(This agenda item includes matters coming to the Board of Trustees for discussion and possible action).

#### **A. Courtesy Review with Journey Cremation for the Establishment of Direct Cremation Services at 708 Telser Road (Trustee Beaudoin)**

**Summary:** Mr. Paul Chapman, associated with Journey Cremation is proposing the establishment of direct cremation services at 708 Telser Road in the Lake Zurich Industrial Park. The Applicant seeks to occupy a 1,653 square-foot tenant space at the subject property. The land use for crematories is not provided for in the I-Industrial Zoning District and as such would require a text amendment to the Zoning Code to be allowed.

"Direct Cremation" by definition, takes place when the deceased is taken directly into the care of the crematorium without any visitation or funeral service. Upon completion of the process, the remains are either delivered by the company or returned via USPS mailing protocol back to the source such as the funeral home or directly to the deceased successors.

**Recommended Action:** This is a non-voting item at this time. The business owner and Village Staff seek to understand the Board's preferences towards the proposal.

Attachment: [7a.pdf](#)

#### **B. Implementation of a Non-Motorized Watercraft Season Pass for Lake Zurich Residents to Access the Lake (Trustee Weider)**

**Summary:** The Village of Lake Zurich has traditionally offered daily non-motorized boat permits for residents only during the boating season, which runs each year from April 1st to October 1st. This allows residents to enjoy the lake by launching watercraft from Paulus Park, including kayaks, canoes, paddle boats, windsurfers, row boats, and long boards. Daily usage permits for non-motorized boat access cost \$5 and are available at the Barn during normal business hours or Paulus Park Beach during hours of operation. Staff has received several requests over the past few years inquiring about a season pass, in addition to the daily pass. At the February 9, 2021 Park and Recreation Advisory Board meeting, members voted in favor of implementing a non-motorized watercraft season pass for Lake Zurich residents only with a fee of \$25 per watercraft.

**Recommended Action:** A motion to approve the implementation of a non-motorized watercraft seasons pass for Lake Zurich residents accompanied by a \$25 fee per watercraft.

Attachment: [7b.pdf](#)

## **8. TRUSTEE REPORTS**

(This is an opportunity for Trustees to report on matters of interest to the Board of Trustees).

## **9. VILLAGE STAFF REPORTS**

(This is an opportunity for the Village Manager or Department Heads to report on matters of interest to the Board of Trustees).

### **A. Monthly Data Metric Reports**

Attachment: [VILLAGE MANAGERS OFFICE.pdf](#)

Attachment: [FINANCE.pdf](#)

Attachment: [COMMUNITY DEVELOPMENT.pdf](#)

Attachment: [FIRE.pdf](#)

Attachment: [PARKS AND REC.pdf](#)

Attachment: [POLICE.pdf](#)

Attachment: [PUBLIC WORKS.pdf](#)

## **10. EXECUTIVE SESSION called for the purpose of:**

- 5 ILCS 120 / 2 (c) (21) approval of executive session minutes

## **11. ADJOURNMENT**



UNAPPROVED MINUTES  
VILLAGE OF LAKE ZURICH  
Board of Trustees  
70 East Main Street  
ELECTRONIC ONLINE MEETING



Monday, April 5, 2021 7:00 p.m.

1. **CALL TO ORDER** by Mayor Thomas M. Poynton at 7.00pm.
2. **ROLL CALL:** Mayor Thomas Poynton, Trustee Jim Beaudoin, Trustee Mary Beth Euker, Trustee Janice Gannon, Trustee Jonathan Sprawka, Trustee Greg Weider. Trustee Marc Spacone was absent and excused. Also in attendance: Village Manager Ray Keller, Asst. Village Manager Roy Witherow, Village Atty. Scott Uhler, Finance Dir. Bane Thomey, Dir. of Innovation Michael Duebner, Police Chief Steve Husak, Dir. Of Community Development Sarosh Saher, Public Works Dir. Mike Brown, Park and Rec. Dir. Bonnie Caputo, H.R. Dir. Doug Gibson.
3. **PUBLIC COMMENT**  
William Elliott's email comment was read into the record by Clerk Johnson re: beautification of the medians on Rt. 22.  
Eric Dubiel, 25 N. Pleasant Rd., addressed the Board on the negativity during the election; the current Board's goals for the future; not accepting the no bidding for Agenda item 5C.
4. **PRESIDENT'S REPORT / COMMUNITY UPDATE**
  - A. **Advice and Consent to appoint Mike Moran to the Police Pension Board:** Motion was made by Trustee Euker, seconded by Trustee Sprawka, to accept the recommendation of Mike Moran to serve on the Police Pension Board.  
AYES: 5 Trustees Beaudoin, Euker, Gannon, Sprawka, Weider.  
NAYS: 0  
ABSENT: 1 Trustee Spacone.  
MOTION CARRIED.
  - B. **Office of the Mayor Proclamations**
    - Declaring April 11 – 17, 2021 as Telecommunicator Week
    - Recognizing April 30, 2021 as Arbor Day in Lake Zurich
    - Mayors Monarch Pledge read by the Mayor
    - Declaring April 2021 Sikh Awareness and Appreciation Month, read by the Mayor.
  - C. **Beautification:** the Mayor thanked Kit Gordon for his picking up of the litter around Lake Zurich and he cited others who are doing this. Mayor Poynton encouraged the residents to pick up any litter in their walks around town.

AGENDA ITEM  
5A

Village of Lake Zurich Board of Trustees Regular Meeting, Monday, April 5<sup>th</sup>, 2021.

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5. **CONSENT AGENDA**

- A. **Approval of Minutes of the Village Board Meeting, March 15, 2021**
- B. **Approval of Semi-Monthly Warrant Register Dated April 5, 2021 Totaling \$699,447.91**

- C. **Approval to Waive the Formal Bid Process and Approve an Agreement to Purchase Two Flygt Replacement Pumps from Xylem Water Solutions USA for the Quentin and Northwest Pumping Stations in the Amount Not-to-Exceed \$128,677.64**

**Summary:** The 2021 budget includes \$139,500 in the Water and Sewer Fund for two replacement pumps at two village deep-well sites. These pumps will serve as spares in the event they are needed. Xylem Water Solutions USA is a sole source vendor for Flygt products.

- D. **Ordinance Authorizing Disposal of Surplus Property Owned by the Village of Lake Zurich ORD. #2021-04-407**

**Summary:** Staff has determined the items listed in this proposed Ordinance are no longer necessary, useful, or in the best interests of the Village to retain ownership. The proposed Ordinance declares the property as surplus and authorizes the sale or disposal of the items.

- E. **Agreement between the County of Lake and the Village of Lake Zurich for Noise Wall Guidelines and Restrictions along Quentin Road between Illinois Route 22 and White Pine Road**

**Summary:** Lake County and Lake Zurich propose to undertake an agreement that will establish guidelines for private property fence extensions by abutting property owners of the area between the property line and noise walls that were constructed as part of the Lake County Division of Transportation Quentin Road reconstruction project.

This infrastructure investment project included street widening, stormwater drainage improvements, construction of a multi-use pathway, sidewalk installation, landscaping, the replacement of permanent traffic control signals, and a series of noise walls over which the County has maintenance and jurisdictional authority.

- F. **Agreement with Peter Baker and Son Company for Asphalt Materials in an Amount Not-to-Exceed \$30,000**

**Summary:** The 2021 budget includes \$30,000 in the Non-Home Rule Sales Tax Fund for asphalt materials for internal patching repairs by the Public Works Department. A competitive bid opening on March 24, 2021 resulted in three bids received, with Peter Baker and Son Company offering the lowest responsible bid.

- G. **Agreement with Patriot Pavement Maintenance for Seal Coating Program in an Amount Not-to-Exceed \$38,876**

**Summary:** The 2021 budget includes \$35,000 for pavement maintenance of 18 locations consisting of municipal parking lots and walking paths. A competitive bid opening on February 19, 2021 resulted in seven bids received, with Patriot Pavement Maintenance offering the lowest responsible bid.

Bids came in higher than expected, resulting in a Staff recommendation to defer the engineering and repaving of the Alpine Path currently in the 2021 budget at \$5,250 to offset the \$3,876 shortfall for sealcoating this year.

Village of Lake Zurich Board of Trustees Regular Meeting, Monday, April 5<sup>th</sup>, 2021. 3

**H. Dispatch Services Agreement between the Village of Lake Zurich and the Village of Island Lake**

**Summary:** Lake Zurich has provided public safety radio dispatch services to Island Lake since 2013. The current three-year agreement expires on April 30, 2021. Both villages desire to extend the agreement for another three-year period to April 30, 2024. The revised agreement includes a fee of \$148,950.36 for the first year with 4% increases in years two and three.

Dir. Brown stated the reason for the no-bid process for Agenda item 5C, having another brand would necessitate more expenditures for support equipment.

Trustee Gannon queried the possible return of the pumps in the event of Lake Michigan water and Dir. Brown responded that the pumps were for sewage pumping and not for water. Village Manager Keller explained that the staff summary gives more information. Trustee Sprawka stated that this is a critical component in delivering services to the residents.

**Recommended Action:** A motion was made by Trustee Weider, seconded by Trustee Beaudoin, to approve the Consent Agenda as presented.

AYES: 5 Trustees Beaudoin, Euker, Gannon, Sprawka, Weider.

NAYS: 0

ABSENT: 1 Trustee Spacone.

MOTION CARRIED.

**6. OLD BUSINESS**

None at this time.

**7. NEW BUSINESS**

None at this time.

**8. TRUSTEE REPORTS**

Trustee Euker reported that Middle School North would be performing the "Radium Girls" which will be presented on April 9<sup>th</sup> and 10<sup>th</sup> in Lake Zurich.

**9. VILLAGE STAFF REPORTS**

There were none.

Mayor Poynton reminded election contestants to remove their election signs by Wednesday noon.

**10. ADJOURNMENT**

Motion to adjourn was made by Trustee Sprawka, seconded by Trustee Weider.

AYES: 5 Trustees Beaudoin, Euker, Gannon, Sprawka, Weider.

NAYS: 0

ABSENT: 1 Trustee Spacone.

MOTION CARRIED.

Meeting adjourned at 7.32pm

Village of Lake Zurich Board of Trustees Regular Meeting. Monday, April 5<sup>th</sup>, 2021. 4

Respectfully Submitted by:

Kathleen Johnson, Village Clerk.

Approved by:

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

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

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 4/19/2021  
**\$296,888.81**

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
<b>Fund 101 GENERAL</b>				
Dept 00000				
101-00000-15001	PREPAID EXPENDITURES	CIVIC PLUS	CIVIC PLUS WEBSITE	3,782.99
101-00000-21202	AMBULANCE FEES PAYABLE	UNITED HEALTHCARE	AMB REF - VANDERBERGH, B - DOS 9/17/19, #1512358	447.01
101-00000-21455	BUILDING DEPOSIT PAYABLES	DRAZA GRCIC	BD PAYMENT REF - PERMIT #18010022	100.00
		Total For Dept 00000		4,330.00
Dept 11006 LEGISLATIVE MAYOR & BOARD				
101-11006-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	NAME PLATES	22.00
		Total For Dept 11006 LEGISLATIVE MAYOR & BOARD		22.00
Dept 12120 VILLAGE ADMIN HUMAN RESOURCES				
101-12120-51655	EMPLOYEE RECOGNITION	CROWN TROPHY	SERVICE AWARD	37.00
101-12120-52111	OTHER PROFESSIONAL SVCS	CAREERBUILDER EMPL. SCREENING, LLC	EMPLOYMENT SCREENING SERVICES	488.00
		Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES		525.00
Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT				
101-12180-54308	TAX REBATES	BRADFORD LAKE ZURICH 5 LLC	TAX REBATE - DECEMBER 2020	29,021.32
101-12180-54308	TAX REBATES	VILLAGE OF HAWTHORN WOODS	TAX REBATE - DECEMBER 2020	9,413.21
101-12180-54308	TAX REBATES	VILLAGE OF KILDEER	TAX REBATE - DECEMBER 2020	18,826.41
		Total For Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT		57,260.94
Dept 13001 FINANCE ADMINISTRATION				
101-13001-51652	TRAINING AND MEETINGS	ILLINOIS GFOA	BASICS WEBINAR 4/20	75.00
101-13001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	FOLDERS, TAPE, CALC ROLLS, ENVELOPES, JR.PADS	87.41
		Total For Dept 13001 FINANCE ADMINISTRATION		162.41
Dept 17001 TECHNOLOGY ADMINISTRATION				
101-17001-52111	OTHER PROFESSIONAL SVCS	ADOBE *CREATIVE CLOUD 800-443-8	CREATIVE CLOUD - APR 2021	206.08
101-17001-52111	OTHER PROFESSIONAL SVCS	AWS #140011104 aws.amazon	AWS CLOUD SVCS - FEB 2021	12.93
101-17001-52111	OTHER PROFESSIONAL SVCS	AWS #140011104 aws.amazon	AWS CLOUD SVCS - MAR 2021	15.68
101-17001-52111	OTHER PROFESSIONAL SVCS	MICROSYSTEMS INC	MS CLOUD SERVICES	85.78
101-17001-52111	OTHER PROFESSIONAL SVCS	CIVIC PLUS	CIVIC PLUS WEBSITE	7,565.99
101-17001-52111	OTHER PROFESSIONAL SVCS	GOOGLE	GOOGLE SERVICE - APR 2021	24.00

**VILLAGE OF LAKE ZURICH**  
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<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
101-17001-52111	OTHER PROFESSIONAL SVCS	LEADINGIT SOLUTIONS, INC	SUPPORT AGMT 2021 - MAY	2,015.00
101-17001-52118	SOFTWARE MAINTENANCE	CDW GOVERNMENT LLC	MICROSOFT ENTERPRISE AGREEMENT 2021-2022	13,513.83
101-17001-53203	TELEPHONE & DATA SVCS	AT & T	VH ELEVATOR	224.15
101-17001-53203	TELEPHONE & DATA SVCS	WINDSTREAM	ANALOG LINES - APR	170.08
101-17001-53205	COMPUTER SUPPLIES	AMAZON.COM, INC	PURCHASES - MAR - INK	134.00
101-17001-53407	EQUIP MAINT PART&SUPPLIE	AMAZON.COM, INC	PURCHASES - MAR - MOUSE (2)	59.98
101-17001-55255	COMPUTER SOFTWARE	CDW GOVERNMENT LLC	MICROSOFT ENTERPRISE AGREEMENT 2021-2022	22,236.33
101-17001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FIRE & CS - COPIER LEASE	164.74
		Total For Dept 17001 TECHNOLOGY ADMINISTRATION		46,428.57
Dept 24001 POLICE ADMINISTRATION				
101-24001-52111	OTHER PROFESSIONAL SVCS	GATSO USA, INC	RED LIGHT CAMERA FEE - MARCH	4,710.00
101-24001-52602	WASTE REMOVAL	DANIELS SHARPSMART, INC	SHARPS REMOVAL	180.74
101-24001-52602	WASTE REMOVAL	DANIELS SHARPSMART, INC	SHARPS REMOVAL	1.44
101-24001-52701	MAINT-BLDGS & GROUNDS	USW HOLDING COMPANY LLC	FILTERED WATER - MAY	63.00
101-24001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - PD (FEB '21)	301.16
101-24001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	TAPE, BINDERS, INDEX FLAGS	45.33
		Total For Dept 24001 POLICE ADMINISTRATION		5,301.67
Dept 24210 POLICE OPERATIONS				
101-24210-52111	OTHER PROFESSIONAL SVCS	MOTOROLA SOLUTIONS, INC	EOC RADIO FEE	100.00
101-24210-52111	OTHER PROFESSIONAL SVCS	MOTOROLA SOLUTIONS, INC	RADIO FEE - APR	1,530.00
101-24210-52204	OTHER LEGAL	ALBARRAN, LUIS	LOCAL PROSECUTOR - FEB 2021	6,666.67
101-24210-52704	MAINT-EQUIPMENT	VILLAGE OF VERNON HILLS	MILO MAINTENANCE	500.00
101-24210-53209	UNIFORMS	BRADSTREET, DENISE	BLOUSE ALTERATIONS	48.00
101-24210-53209	UNIFORMS	BRADSTREET, DENISE	SEWING	18.00
101-24210-53209	UNIFORMS	GAFFNEY, COLIN	SEWING	27.50
101-24210-53211	OTHER SUPPLIES	CASPER TRUE VALUE HARDWARE INC	MISC HARDWARE	18.78
101-24210-53211	OTHER SUPPLIES	CASPER TRUE VALUE HARDWARE INC	SLOT BAR	5.60
101-24210-53211	OTHER SUPPLIES	GRUNDER, ANTHONY	RANGE SUPPLIES	110.89
		Total For Dept 24210 POLICE OPERATIONS		9,025.44
Dept 24230 POLICE CRIME PREVENTION				
101-24230-52111	OTHER PROFESSIONAL SVCS	TLO LLC	INVESTIGATIVE SEARCH ENGINE	86.50
101-24230-52111	OTHER PROFESSIONAL SVCS	TRANS UNION LLC	CREDIT CHECKS	75.00

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101-24230-52111	OTHER PROFESSIONAL SVCS	WEST PUBLISHING GROUP	INVESTIGATIVE SEARCH ENGINE - MARCH	198.05
101-24230-53209	UNIFORMS	GALL'S, LLC	ALBER - PANTS	155.60
101-24230-53209	UNIFORMS	GALL'S, LLC	WITT - PANTS	42.30
Total For Dept 24230 POLICE CRIME PREVENTION				557.45
Dept 25001 FIRE ADMINISTRATION				
101-25001-51654	MEMBERSHIPS & SUBSCRIP	MABAS DIVISION IV	SRT, DIV 4 OPERATIONS, ILLINOIS ASSESSEMENT DUES	890.00
101-25001-52111	OTHER PROFESSIONAL SVCS	LEADINGIT SOLUTIONS, INC	SUPPORT AGMT 2021 - MAY	1,085.00
101-25001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE	127.76
101-25001-53204	CELL PHONES & PAGERS	AT & T	METRO CELL - FIRE	36.83
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SHIRTS - SKALSKI	57.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	JOB SHIRT, SHIRT - WASCOW	121.50
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SHIRT - BENE	46.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	JOB SHIRT, PANTS - MOGGE	212.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	JOB SHIRT, T-SHIRT, PANTS - BROOKS	288.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	PANTS - HEDQUIST	67.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SHIRTS, JOB SHIRT - HALL	150.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	PANTS, SHIRT, SHORTS, HAT - FUHS	134.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	NEW HIRE UNIFORM - BOYD	748.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	NEW HIRE UNIFORM - VILLA	656.50
101-25001-53209	UNIFORMS	PETTY CASH - FIRE/RESCUE #1	HEDQUIST - UNIFORM PATCH	12.00
101-25001-53210	SMALL TOOLS & EQUIP	CASPER TRUE VALUE HARDWARE INC	MISC. SMALL TOOLS & EQUIPMENT FOR STATION	29.05
101-25001-53211	OTHER SUPPLIES	PETTY CASH - FIRE/RESCUE #1	GLASDER - STA. PIZZA CUTTER	11.17
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS, TOILET PAPER	117.94
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS, CLEANERS	162.69
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS - ST. 2	53.98
101-25001-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	STATION MAINTENANCE - MOP HOOKS, PAINT SUPPLIE	41.79
101-25001-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	STATION MAINTENANCE - ROLLER FRAME, ROLLER	11.92
101-25001-54305	EMPLOYEE EXAMS	HEALTH ENDEAVORS, SC	NEW HIRE EVALUATION - VILLA	745.00
101-25001-54305	EMPLOYEE EXAMS	PETTY CASH - FIRE/RESCUE #1	NEW HIRE INTERVIEWS - LUNCH	55.28
101-25001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FIRE & CS - COPIER LEASE	164.73
Total For Dept 25001 FIRE ADMINISTRATION				6,025.14



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Dept 25310 FIRE EMERGENCY MANAGEMENT				
101-25310-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	CASE OF EXAM GLOVES TO BE DELIVERED TO EACH RES	54.00
101-25310-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	CASE OF EXAM GLOVES TO BE DELIVERED TO EACH RES	54.00
101-25310-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	CASE OF EXAM GLOVES TO BE DELIVERED TO EACH RES	54.00
101-25310-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	CASE OF EXAM GLOVES TO BE DELIVERED TO EACH RES	54.00
101-25310-53211	OTHER SUPPLIES	PETTY CASH - FIRE/RESCUE #1	VACCINE TRAINING SUPPLIES	6.09
Total For Dept 25310 FIRE EMERGENCY MANAGEMENT				222.09
Dept 25320 FIRE FIRE SUPPRESSION				
101-25320-52111	OTHER PROFESSIONAL SVCS	MOTOROLA SOLUTIONS, INC	RADIO FEE - APR	1,512.00
101-25320-52707	MAINT-OTHER	INTL FIRE EQUIPMENT	SCBA TANK HYDROTEST	19.98
101-25320-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE	248.21
101-25320-53209	UNIFORMS	AIR ONE EQUIPMENT INC	6 REPLACEMENT FIRE HELMETS	792.00
101-25320-53210	SMALL TOOLS & EQUIP	HOME DEPOT CREDIT SERVICES	EXT SCREWS - 5 LB	21.97
101-25320-53210	SMALL TOOLS & EQUIP	PETTY CASH - FIRE/RESCUE #1	COMMAND VEHICLE SUPPLIES	19.38
Total For Dept 25320 FIRE FIRE SUPPRESSION				2,613.54
Dept 25330 FIRE EMS				
101-25330-52111	OTHER PROFESSIONAL SVCS	ANDRES MEDICAL BILLING	AMBULANCE FEES - MAR 2021	2,105.74
101-25330-52111	OTHER PROFESSIONAL SVCS	ANDRES MEDICAL BILLING	AMBULANCE FEES - FEB 2021	2,466.28
101-25330-52118	SOFTWARE MAINTENANCE	LANGUAGELINE SOLUTIONS	LANGUAGE LINE VIDEO INTERPRETATION	33.15
101-25330-53211	OTHER SUPPLIES	AMERICAN GASES CORP	OXYGEN RENTAL	122.48
101-25330-53211	OTHER SUPPLIES	AMERICAN GASES CORP	OXYGEN RENTAL	54.17
101-25330-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	FAST SPLINT KIT	258.00
101-25330-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	DRUG TAGS	100.68
Total For Dept 25330 FIRE EMS				5,140.50
Dept 25340 FIRE SPECIAL RESCUE				
101-25340-51654	MEMBERSHIPS & SUBSCRIP	MABAS DIVISION IV	SRT, DIV 4 OPERATIONS, ILLINOIS ASSESSEMENT DUES	5,475.00
101-25340-55254	MACHINERY & EQUIPMENT	AEC FIRE SAFETY & SECURITY, INC	HOLMATRO RESCUE LIFT BAGS	9,001.64
Total For Dept 25340 FIRE SPECIAL RESCUE				14,476.64
Dept 25350 FIRE FIRE PREVENTION BUREAU				
101-25350-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE	158.42
Total For Dept 25350 FIRE FIRE PREVENTION BUREAU				158.42

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Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				
101-28001-52111	OTHER PROFESSIONAL SVCS	THOMPSON ELEVATOR INSP SERVICE INC	SEMI-ANNUAL ELEVATOR INSPECTION	129.00
101-28001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - WTR/CS/PW (FEB '21)	52.81
101-28001-53209	UNIFORMS	ELEGANT EMBROIDERY INC	SPRING UNIFORMS	100.00
Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				281.81
Dept 36001 PUBLIC WORKS ADMINISTRATION				
101-36001-51652	TRAINING AND MEETINGS	NORTHWEST COMMUNITY HOSPITAL EMS	CONSORTIUM MEMBERSHIP	50.00
101-36001-51654	MEMBERSHIPS & SUBSCRIP	CITIZENS FOR CONSERVATION, INC	ANNUAL WATERSHED DUES	1,500.00
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-01	28.60
101-36001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	GENERAL ENGINEERING	1,044.00
101-36001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	GENERAL ENGINEERING	1,077.50
101-36001-52701	MAINT-BLDGS & GROUNDS	ALL AMERICAN COMMERCIAL ROOFING INC	505 ROOF REPAIRS	343.60
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-01	41.27
101-36001-52701	MAINT-BLDGS & GROUNDS	GRECO ELECTRIC	OUTLET INSTALL	197.47
101-36001-52701	MAINT-BLDGS & GROUNDS	GRECO ELECTRIC	505 EXIT LIGHTS	1,482.00
101-36001-52701	MAINT-BLDGS & GROUNDS	SMITHEREEN PEST MANAGEMENT SERVICES	PW PEST CONTROL - APRIL	49.00
101-36001-52701	MAINT-BLDGS & GROUNDS	SMITHEREEN PEST MANAGEMENT SERVICES	PD PEST CONTROL - APRIL	93.00
101-36001-52704	MAINT-EQUIPMENT	INTL FIRE EQUIPMENT	505 EXTINGUISHER MAINT	82.33
101-36001-52704	MAINT-EQUIPMENT	INTL FIRE EQUIPMENT	VH EXTINGUISHER MAINT	264.19
101-36001-52704	MAINT-EQUIPMENT	INTL FIRE EQUIPMENT	EXTINGUISHER MAINT	60.81
101-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	LOT 42	44.64
101-36001-53203	TELEPHONE & DATA SVCS	VERIZON WIRELESS LLC	LOT 42	18.02
101-36001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - WTR/CS/PW (FEB '21)	52.81
101-36001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	LABELS	20.94
101-36001-53209	UNIFORMS	GRAINGER	HARD HATS	197.58
101-36001-53211	OTHER SUPPLIES	BATTERIES PLUS HOLDING CORP	12V LEAD BATTERY	17.95
101-36001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	PURCHASE CR MAR - BATTERY PANEL	(28.99)
101-36001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	PURCHASE - MAR - BATTERY PANEL	28.99
101-36001-53211	OTHER SUPPLIES	HOME DEPOT CREDIT SERVICES	MAILBOX SUPPLIES	37.85
101-36001-53211	OTHER SUPPLIES	HOME DEPOT CREDIT SERVICES	MAILBOX SUPPLIES	24.96
101-36001-53403	LANDSCAPING SUPPLIES	POTSIE'S INC.	TOPSOIL 3/30	75.00
101-36001-53404	RIGHT OF WAY SUPPLIES	PRO-SAFETY, INC	MARKING PAINT	136.80

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101-36001-53405	BLDG & GROUNDS SUPPLIES	CASPER TRUE VALUE HARDWARE INC	LIGHT BULBS	14.36
101-36001-53405	BLDG & GROUNDS SUPPLIES	CRESCENT ELECTRIC SUPPLY CO.	PD BULBS	400.52
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	RUSTOLEUM SPRAY PAINT	11.96
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	BUILDING LOCK BOX	30.97
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	BUILDING MAINT SUPPLIES	81.27
101-36001-53405	BLDG & GROUNDS SUPPLIES	SHERWIN WILLIAMS CO	PAINT	91.96
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				7,571.36
Dept 36420 PUBLIC WORKS PARK MAINTENANCE				
101-36420-53201	ELECTRICITY	COMMONWEALTH EDISON	7 E MAIN ST	25.41
101-36420-53210	SMALL TOOLS & EQUIP	HOME DEPOT CREDIT SERVICES	MEASURE WHEEL	59.47
101-36420-53401	CUSTODIAL SUPPLIES	VALDES, LLC	MULTIFOLD, ROLLS, CUPS	433.00
101-36420-53405	BLDG & GROUND MAINT SUPP	CASPER TRUE VALUE HARDWARE INC	WATER SUPPLY LINES	14.58
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	DRILL BIT	16.99
101-36420-53405	BLDG & GROUND MAINT SUPP	SHERWIN WILLIAMS CO	LIFEGUARD CHAIR PAINT	44.18
101-36420-54306	EQUIPMENT RENTAL	SERVICE SANITATION, INC	PAULUS PARK PORT-O-POTTY	127.45
Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE				721.08
Dept 36471 PUBLIC WORKS FLEET SERVICES				
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-01	41.34
101-36471-52703	MAINT-VEHICLES	RAINBOW COLLISION CENTER, INC	BUCKET TRUCK PAINT	5,000.00
101-36471-52703	MAINT-VEHICLES	WICKSTROM AUTO GROUP, INC	PURGE VALVE REPAIR	200.53
101-36471-53211	OTHER SUPPLIES	CASPER TRUE VALUE HARDWARE INC	ANGLE IRON	35.98
101-36471-53211	OTHER SUPPLIES	CASPER TRUE VALUE HARDWARE INC	PAINT SUPPLIES	24.74
101-36471-53211	OTHER SUPPLIES	CASPER TRUE VALUE HARDWARE INC	SHEET METAL	9.49
101-36471-53211	OTHER SUPPLIES	LAWSON PRODUCTS INC.	HARDWARE	863.70
101-36471-53211	OTHER SUPPLIES	NAPA AUTO PARTS	BLEACH WHITE	30.77
101-36471-53406	AUTO PARTS & SUPPLIES	ADVANCE AUTO PARTS	WIPER BLADE	75.66
101-36471-53406	AUTO PARTS & SUPPLIES	FACTORY MOTOR PARTS	BRAKE PADS	119.04
101-36471-53406	AUTO PARTS & SUPPLIES	FACTORY MOTOR PARTS	BRAKE PADS 118	119.04
101-36471-53406	AUTO PARTS & SUPPLIES	FACTORY MOTOR PARTS	BRAKE PADS 7493	119.04
101-36471-53406	AUTO PARTS & SUPPLIES	FACTORY MOTOR PARTS	O2 SENSOR	89.43
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	CAB LOCK	251.51
101-36471-53406	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	BRAKE ROTORS 118	133.26

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101-36471-53406	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	BRAKE ROTORS 290	135.30
101-36471-53406	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	BRAKE ROTORS 7493	133.26
101-36471-53406	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	BATTERY	139.93
101-36471-53406	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	BATTERIES 333	274.90
101-36471-53406	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	DOOR ACTUATOR	15.18
101-36471-53406	AUTO PARTS & SUPPLIES	POMP'S TIRE SERVICE	SQUAD TIRES	2,984.70
101-36471-53406	AUTO PARTS & SUPPLIES	POMP'S TIRE SERVICE	TIRES	988.56
101-36471-53406	AUTO PARTS & SUPPLIES	WICKSTROM AUTO GROUP, INC	SEAT PAD	235.40
101-36471-53407	EQUIP MAINT PART&SUPPLIE	ARLINGTON POWER EQUIPMENT	CARB PUMP13	66.68
101-36471-53407	EQUIP MAINT PART&SUPPLIE	CASPER TRUE VALUE HARDWARE INC	HINGE	9.98
101-36471-53407	EQUIP MAINT PART&SUPPLIE	INTERSTATE ALL BATTERY CENTER	BATTERY	26.65
101-36471-53407	EQUIP MAINT PART&SUPPLIE	LAWSON PRODUCTS INC.	HARDWARE	628.92
101-36471-53407	EQUIP MAINT PART&SUPPLIE	NAPA AUTO PARTS	LAMP	82.82
101-36471-53407	EQUIP MAINT PART&SUPPLIE	NAPA AUTO PARTS	BELT	81.87
101-36471-53407	EQUIP MAINT PART&SUPPLIE	NAPA AUTO PARTS	FUSE HOLDER	5.37
101-36471-53407	EQUIP MAINT PART&SUPPLIE	NAPA AUTO PARTS	TRIM TAB	10.04
101-36471-53407	EQUIP MAINT PART&SUPPLIE	NAPA AUTO PARTS	FUSE	7.99
101-36471-53407	EQUIP MAINT PART&SUPPLIE	NAPA AUTO PARTS	FUSE	18.99
101-36471-53407	EQUIP MAINT PART&SUPPLIE	POMP'S TIRE SERVICE	TIRES	179.86
101-36471-53414	CHEMICALS	NAPA AUTO PARTS	JB WELD	7.04
101-36471-53414	CHEMICALS	NAPA AUTO PARTS	RTV	7.41
101-36471-53414	CHEMICALS	O'REILLY AUTOMOTIVE STORES, INC	TRIM CARE	9.99
101-36471-53418	LUBRICANTS & FLUIDS	KELLER-HEARTT OIL., INC	GEAR LUBE	1,508.87
Total For Dept 36471 PUBLIC WORKS FLEET SERVICES				14,673.24
Dept 67001 RECREATION ADMINISTRATION				
101-67001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	NOTEPADS, BINDERS, CLIPS	116.51
101-67001-53212	PROGRAM SUPPLIES	CASPER TRUE VALUE HARDWARE INC	FACILITY KEYS	75.33
Total For Dept 67001 RECREATION ADMINISTRATION				191.84
<b>Total For Fund 101 GENERAL</b>				<b>175,689.14</b>

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<b>Fund 202 MOTOR FUEL TAX</b>				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
202-36001-52701	MAINT-BLDGS & GROUNDS	MEADE, INC	MN STREET SIGNAL MAINT	200.00
202-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	280 CLAIRVIEW	33.11
202-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	45 SOR	29.51
202-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	ADJ STREETLIGHT BILLS - JAN/MAR 2020	6,458.57
202-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	ADJ STREETLIGHT BILLS - BRACKET CREDIT	(1,226.18)
202-36001-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	STREETLIGHT ELECTRIC	524.62
202-36001-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	STREETLIGHT ELECTRIC	426.04
202-36001-53405	BLDG & GROUND MAINT SUPP	CARGILL SALT	ROAD SALT - 3/29	6,396.28
202-36001-53405	BLDG & GROUND MAINT SUPP	CARGILL SALT	ROAD SALT - 3/29	4,270.16
202-36001-53405	BLDG & GROUND MAINT SUPP	CARGILL SALT	ROAD SALT - 3/29	7,465.41
202-36001-55253	INFRASTRUCTURE IMPROVEMT	TRAFFIC CONTROL & PROTECTION INC	SIGN MOUNTING RIVITS	516.90
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				25,094.42
<b>Total For Fund 202 MOTOR FUEL TAX</b>				<b>25,094.42</b>
<b>Fund 207 SPECIAL EVENTS FUND</b>				
Dept 67600 RECREATION SPECIAL EVENTS ADMIN				
207-67600-53212	PROGRAM SUPPLIES	SIGNUPGENIUS WWW.SIGNUP	RECREATION SIGN UP - APR 2021	9.99
Total For Dept 67600 RECREATION SPECIAL EVENTS ADMIN				9.99
<b>Total For Fund 207 SPECIAL EVENTS FUND</b>				<b>9.99</b>
<b>Fund 214 TIF #2 DOWNTOWN</b>				
Dept 10490 GENERAL GOVERNMENT TIF				
214-10490-52201	VILLAGE ATTORNEY	KATHLEEN FIELD ORR & ASSOCIATES	TIF DEVELOPMENT LEGAL SERVICES	1,397.00
Total For Dept 10490 GENERAL GOVERNMENT TIF				1,397.00
<b>Total For Fund 214 TIF #2 DOWNTOWN</b>				<b>1,397.00</b>
<b>Fund 227 DISPATCH CENTER</b>				
Dept 24220 POLICE DISPATCH				
227-24220-53209	UNIFORMS	GALL'S, LLC	STEFFY - SHOES	73.37

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Total For Dept 24220 POLICE DISPATCH				73.37
<b>Total For Fund 227 DISPATCH CENTER</b>				<b>73.37</b>
<b>Fund 401 VILLAGE CAPITAL PROJECTS</b>				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
401-36001-55251	LAND IMPROVEMENTS	HITCHCOCK DESIGN INC	PAULUS PARK PLANNING - OSLAD	6,050.51
401-36001-55251	LAND IMPROVEMENTS	PADDOCK PUBLICATIONS INC.	2021 TENNIS CT RESURFACE BID AD	89.70
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				6,140.21
Dept 36470 PUBLIC WORKS STORM WATER CONTROL				
401-36470-55253	INFRASTRUCTURE IMPROVEMT	JOSEPH D FOREMAN & COMPANY, INC	HICKORY RD PIPE	1,168.00
Total For Dept 36470 PUBLIC WORKS STORM WATER CONTROL				1,168.00
<b>Total For Fund 401 VILLAGE CAPITAL PROJECTS</b>				<b>7,308.21</b>
<b>Fund 405 NHR CAPITAL PROJECTS</b>				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
405-36001-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2021 ROAD RESURFACING PRG	10,277.25
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				10,277.25
<b>Total For Fund 405 NHR CAPITAL PROJECTS</b>				<b>10,277.25</b>
<b>Fund 501 WATER &amp; SEWER</b>				
Dept 00000				
501-00000-21206	WATER BILLING REFUNDS	BARANOVSKYY, SERHIY	UB REF A/C #000847-01 FINAL	3.07
501-00000-21206	WATER BILLING REFUNDS	BRYAN, CHRIS, KATIE & GREGORY	UB REF A/C #005899-02 FINAL	73.45
501-00000-21206	WATER BILLING REFUNDS	DAYBREAK SALON	UB REF A/C #006277-02 OVERPAYMENT	43.67
501-00000-21206	WATER BILLING REFUNDS	REIN, MICHAEL	UB REF A/C #002673-02 FINAL	7.54
Total For Dept 00000				127.73
Dept 36001 PUBLIC WORKS ADMINISTRATION				
501-36001-51652	TRAINING AND MEETINGS	NORTHWEST COMMUNITY HOSPITAL EMS	CONSORTIUM MEMBERSHIP	50.00
501-36001-51652	TRAINING AND MEETINGS	NORTHWEST COMMUNITY HOSPITAL EMS	DOT TESTING - SIKORSKI	75.00

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501-36001-51652	TRAINING AND MEETINGS	NORTHWEST COMMUNITY HOSPITAL EMS	DOT TESTING - HARRISON & PEARSON	120.00
501-36001-53203	TELEPHONE & DATA SVCS	WINDSTREAM	ANALOG LINES - APR	680.32
501-36001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - WTR/CS/PW (FEB '21)	388.41
501-36001-53209	UNIFORMS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-01	26.52
501-36001-53209	UNIFORMS	GRAINGER	HARD HATS	197.58
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				1,537.83
Dept 36530 PUBLIC WORKS WATER BILLING				
501-36530-52111	OTHER PROFESSIONAL SVCS	CORE & MAIN LP	SENSUS CONSUMER PORTAL YR4	6,830.00
501-36530-52111	OTHER PROFESSIONAL SVCS	DATAPROSE, LLC	WATER BILL PROCESSING - MAR 2021	732.79
501-36530-53206	POSTAGE & SHIPPING	DATAPROSE, LLC	WATER BILL PROCESSING - MAR 2021	2,764.38
Total For Dept 36530 PUBLIC WORKS WATER BILLING				10,327.17
Dept 36550 PUBLIC WORKS WATER SERVICE				
501-36550-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	RT 12 WATER MAIN IMP - LA FITNESS	324.00
501-36550-52607	WATER SAMPLE ANALYSIS	SUBURBAN LABORATORIES, INC.	WATER SAMPLE ANALYSIS - MAR	791.00
501-36550-52709	MAINT-METERS	HBK WATER METER SERVICE INC.	ANNUAL INDUSTRIAL/COMMERCIAL WATER METER TE	8,626.70
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #10	4,817.27
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #9	3,514.46
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #7	2,664.54
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #8	4,436.63
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #11	1,232.41
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #12	5,813.52
501-36550-53211	OTHER SUPPLIES	CASPER TRUE VALUE HARDWARE INC	SAMPLE COLLECTION SUPPLIES-BLEACH	23.96
501-36550-53405	BLDG & GROUND MAINT SUPP	BATTERIES PLUS HOLDING CORP	BATTERIES FOR MOTION ALARMS (WELLHOUSES) & PL	25.95
501-36550-53413	DISTRIBUTION SYS REPAIR	CASPER TRUE VALUE HARDWARE INC	B-BOX REPAIR PARTS	16.57
501-36550-53413	DISTRIBUTION SYS REPAIR	JOSEPH D FOREMAN & COMPANY, INC	B-BOX PARTS	115.00
501-36550-53414	CHEMICALS	COMPASS MINERALS AMERICAN INC	BULK WTR COND SALT - WELL #8	2,316.57
501-36550-53414	CHEMICALS	COMPASS MINERALS AMERICAN INC	BULK WTR COND SALT - WELL #10	2,296.41
501-36550-53414	CHEMICALS	COMPASS MINERALS AMERICAN INC	BULK WTR COND SALT - WELL #12	2,255.04
501-36550-53417	SAND & GRAVEL	THELEN MATERIALS, LLC	SAND & GRAVEL	3,556.04
501-36550-55256	VEHICLES	BONNELL INDUSTRIES INC	SPREADER CHANGE ORDER	338.00
Total For Dept 36550 PUBLIC WORKS WATER SERVICE				43,164.07



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Dept 36560 PUBLIC WORKS SEWER SERVICE				
501-36560-52111	OTHER PROFESSIONAL SVCS	STATE INDUSTRIAL PRODUCTS CORP	HYDRO SULFIDE REDUCTION - QUENTIN PUMP STA	2,549.16
501-36560-52111	OTHER PROFESSIONAL SVCS	STATE INDUSTRIAL PRODUCTS CORP	HYDRO SULFIDE REDUCTION - NW PUMP STA	1,533.67
501-36560-53201	ELECTRICITY	COMMONWEALTH EDISON	VACUUM PRIME	28.49
501-36560-53201	ELECTRICITY	COMMONWEALTH EDISON	FLOW CONTROL	41.30
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 1080 HONEY LAKE RD	40.09
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 1297 BERKSHIRE LN	216.19
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 719 CYPRESS BRIDGE RD	49.08
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 1150 DEERPATH RD	68.45
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 90 S PLEASANT RD	107.68
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 750 N RAND RD	1,903.62
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 1115 BETTY DR	33.81
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 825 W MAIN ST	409.90
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 61 W MAIN ST	64.51
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 1160 BRISTOL TRAIL	185.26
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 700 OLD MILL GROVE RD	70.92
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 620 CHURCH ST	264.96
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 1100 QUENTIN RD	1,196.99
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 1005 MARCH ST	85.74
501-36560-53408	LIFT STATION PARTS & SUP	BATTERIES PLUS HOLDING CORP	BATTERIES FOR MOTION ALARMS (WELLHOUSES) & PL	51.80
501-36560-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2021 SANITARY SEWER LINING	9,692.50
Total For Dept 36560 PUBLIC WORKS SEWER SERVICE				18,594.12
<b>Total For Fund 501 WATER &amp; SEWER</b>				<b>73,750.92</b>
<b>Fund 615 EQUIPMENT REPLACEMENT</b>				
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
615-10001-55254	MACHINERY & EQUIPMENT	AMAZON.COM, INC	PURCHASES - MAR - MEMORY RAMS	233.76
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				233.76
<b>Total For Fund 615 EQUIPMENT REPLACEMENT</b>				<b>233.76</b>

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 4/19/2021  
**\$296,888.81**

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
<b>Fund 710 PERFORMANCE ESCROW</b>				
Dept 00000				
710-00000-21455	BUILDING DEPOSIT PAYABLES	HEALTHY FAMILY NUTRITION	BD PAYMENT REF - PERMIT #PB20-1447	510.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	JMLJ CONSTRUCTION CO INC	BD PAYMENT REF - PERMIT #PB19-0447	100.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	RAINBOW SIGNS INC	BD PAYMENT REF - PERMIT #PB21-0103	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	SUNRUN INSTALLATION INC	BD PAYMENT REF - PERMIT #PB21-0093	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	TDH MECHANICAL	BD PAYMENT REF - PERMIT #PB20-1404	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	TERRAIN GROUP	BD PAYMENT REF - PERMIT #PB20-1306	1,020.00
710-00000-25502	PEG CABLE FEES	AMAZON.COM, INC	PURCHASES - MAR - HARD DRIVES	860.00
710-00000-25502	PEG CABLE FEES	SHEFFIELD, JODI	MEDIA CREW - OCT 2019 (REPL)	93.75
		Total For Dept 00000		2,898.75
		<b>Total For Fund 710 PERFORMANCE ESCROW</b>		<b>2,898.75</b>
<b>Fund 720 PAYROLL CLEARING</b>				
Dept 00000				
720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	NCPERS-IL IMRF - 0157	GROUP LIFE INS - APR	156.00
		Total For Dept 00000		156.00
		<b>Total For Fund 720 PAYROLL CLEARING</b>		<b>156.00</b>

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 4/19/2021  
**\$296,888.81**

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
<b>Fund Totals:</b>				
			Fund 101 GENERAL	175,689.14
			Fund 202 MOTOR FUEL TAX	25,094.42
			Fund 207 SPECIAL EVENTS FUND	9.99
			Fund 214 TIF #2 DOWNTOWN	1,397.00
			Fund 227 DISPATCH CENTER	73.37
			Fund 401 VILLAGE CAPITAL PROJECTS	7,308.21
			Fund 405 NHR CAPITAL PROJECTS	10,277.25
			Fund 501 WATER & SEWER	73,750.92
			Fund 615 EQUIPMENT REPLACEMENT	233.76
			Fund 710 PERFORMANCE ESCROW	2,898.75
			Fund 720 PAYROLL CLEARING	156.00
			<b>Total for All Funds</b>	<u><u><b>\$ 296,888.81</b></u></u>



*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

5C

MEMORANDUM

**Date:** April 12, 2019  
**To:** Ray Keller, Village Manager  
**From:** Roy Witherow, Assistant Village Manager  
**Copy:** Sarosh Saher, Community Development Director  
**Subject:** Surplus Real Estate Property – 224 East Illinois Route 22

**Issue:** It recently came to the attention of the Village that it owns a small vacant office/residential lot which was transferred to the Village by the Illinois Department of Transportation (IDOT) in December of 2004 during the construction of the Illinois Route 22 Bypass. The parcel does not facilitate any tangible redevelopment opportunity for the Village and thus should be sold to the highest bidder for development in accordance with current zoning, which is R-5, Single-Family Residential with potential to be zoned O-1 Office / Residential.



**Analysis:** The Village owns the subject parcel which totals 8,038 square feet (0.185 gross acre).

As there are no apparent tangible development opportunities, Staff recommends the Village start the process of selling said parcel. The lot is currently zoned within the R-5 single-family residential district and is eligible for the construction of a single-family residential home. The lot is designated as a lawful non-

conforming lot within the R-5 District as it does not meet the minimum requirement for lot size in the R-5 district, which is 8,700 square feet for lots platted prior to 1991 and 10,000 square feet for all other lots.

However, the trend of development of the properties along this area of Route 22 has been with office uses within either the O-1 office/residential district or the B-1 local community business district farther west. There is therefore potential for this property to be rezoned within the O-1 district for development with a new office building in keeping with this established trend. The O-1 district also allows for the property to be developed with a single-family residence as a special use, should the opportunity arise.

Selling this parcel will reduce the acreage of Village-owned real estate, place the land back on the private property tax rolls, and provide a one-time cash infusion upon the sale of the real estate.

A recent appraisal of the property was completed in September, 2021. The value amount of the appraisal is confidential, pending real estate negotiations.

**Recommendation:** Staff recommends the Village Board approve the Resolution declaring the real estate parcel as surplus property. Upon the Village designating the parcel as surplus. Staff will work with a real estate attorney and direct notices for the solicitation of bids for the lot. A future Ordinance will be forthcoming to the Village Board approving the sale of properties to the chosen builder.

w/Attachments: Resolution Authorizing Disposal of Village Property

VILLAGE OF LAKE ZURICH  
RESOLUTION NO. 2021-04-\_\_\_\_\_



**A RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS PROPERTY  
AND AUTHORIZING ITS SALE**

**WHEREAS**, the Village of Lake Zurich, Lake County, Illinois (the "*Village*"), is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State of Illinois; and,

**WHEREAS**, the Village owns the vacant property located at 224 East Route 22, Lake Zurich, Lake County, Illinois, identified by Permanent Index Number 14-17-404-052 (the "*Property*"), which the Village acquired in 2004; and,

**WHEREAS**, the Village has the power to authorize the sale of surplus real estate pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code; and,

**WHEREAS**, the Village finds and determines that the Village no longer needs to retain ownership of the above-referenced Property and that the Property is surplus to the Village's needs and therefore directs the Village Manager to advertise for offers to purchase the Property as hereinafter provided.

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

*Section 1.* That the above recitals are incorporated herein as if fully restated.

*Section 2.* That the Village Manager proceed to advertise for requests for bids (“RFB”) for the purchase of the Property consisting of 8,038 square feet (.185 acres) and zoned as Office/Residential, O-1 District. The RFB shall specify that water and sewer service must be extended to the Property and all closing costs, costs of surveys, environmental investigations and any other studies of the Property shall be borne by the purchaser.

*Section 3.* That this Resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** this \_\_\_\_ day of April 2021, pursuant to a roll call vote as follows:

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

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

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

**APPROVED:**

\_\_\_\_\_  
Village President

*Attest:*

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





*At the Heart of Community*

PUBLIC WORKS DEPARTMENT

505 Telser Road  
Lake Zurich, Illinois 60047

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

AGENDA ITEM

5D

MEMORANDUM

**Date:** April 6, 2021  
**To:** Ray Keller, Village Manager  
**From:** Michael J. Brown, Director of Public Works  
**Subject:** **2021 Patching Program (MPI Cooperative Bid)  
Contract Extension**

**Issue:** The FY 2021 budget includes \$100,000 in the Non-Home Rule Sales Tax fund for the 2021 Patching Program.

**Background:** For the Village to preserve the investment made on its annual street resurfacing program, a street maintenance program is necessary. Pavement patching addresses areas of asphalt with significant deterioration that can create potentially hazardous driving conditions. If left untreated, these areas of pavement introduce moisture to the pavement structure which increases speed of deterioration throughout the roadway. A patching program is typically performed to slow deterioration in streets 10+ years old, and improve driving conditions until resurfacing can be performed.

**Village Strategic Plan:** This agenda item is consistent with the following Goals and Objectives of the Strategic Plan.

- Goal #3 – Infrastructure: *Develop and formalize a long-range street maintenance program.*
- Goal #4 – Service Sustainability: *Identify Methods of Alternate Service Delivery.*

**Analysis:** The Village has historically participated in a cooperative bid arrangement with other municipalities. Doing so allows the Village to secure a more competitive unit price. This year's program was administered by the Municipal Partnership Initiative (MPI). Bids were opened and read by the MPI on April 6, 2021. Per the attached bid tabulation sheet, Schroeder Asphalt Services Inc. was the lowest responsible bidder.

**Recommendation:** Award a contract for the 2021 Patching Program to Schroeder Asphalt Services of Huntley, IL in a not-to-exceed amount of \$100,000.00.

**W/Attachments:**

1. Bid Tabulation Sheet
2. Bid Submittal – Schroeder Asphalt Services Inc.

2021 MPI Asphalt Patching Results

Line Item	Item Description	UoM	Schroeder Asphalt Services			Brothers Asphalt			Chicago Land Paving		
			Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Unit Price	Extension	Extension
1	Class D Patches, Type I, 3 In SY		200	\$ 32.00	\$6,400.00	\$ 25.00	\$5,000.00	\$ 35.00	\$ 35.00	\$7,000.00	\$7,000.00
2	Class D Patches, Type II, 3 In SY		570	\$ 26.00	\$14,820.00	\$ 25.00	\$ 14,250.00	\$ 35.00	\$ 35.00	\$19,950.00	\$19,950.00
3	Class D Patches, Type III, 3 In SY		1200	\$ 25.75	\$30,900.00	\$ 25.00	\$ 30,000.00	\$ 35.00	\$ 35.00	\$42,000.00	\$42,000.00
4	Class D Patches, Type IV, 3 In SY		28800	\$ 22.90	\$659,520.00	\$ 23.00	\$ 662,400.00	\$ 25.00	\$ 25.00	\$720,000.00	\$720,000.00
Base Bid Total:					\$711,640.00	\$711,650.00			\$788,950.00		

2021 Patching Bid Tab Break Down by Municipality

Item No.	Items	Unit	MPI Total with Chicago's			Golf	Round Lake Beach	Lincolnshire	Riverwoods	Volo	North Chicago	Lakemoor
			Quantity	Unit Price	Total							
1	Type 1, Class D Patches - (3" Depth)	SY	200	\$ 35.00	\$ 7,000.00	0	0	0	200	0	0	0
2	Type2, Class D Patches - (3" Depth)	SY	570	\$ 35.00	\$ 19,950.00	20	700.00	0	200	0	0	200
3	Type 3, Class D Patches - (3" Depth)	SY	1200	\$ 35.00	\$ 42,000.00	100	3,500.00	350	200	0	0	300
4	Type 4, Class D Patches - (3" Depth)	SY	28800	\$ 23.00	\$ 720,000.00	200	5,000.00	1300	200	300	24000	1400
<b>Bidder's Proposal</b>					<b>\$ 788,950.00</b>	<b>\$ 8,200.00</b>	<b>\$ 49,000.00</b>	<b>\$ 44,750.00</b>	<b>\$ 26,000.00</b>	<b>\$ 7,500.00</b>	<b>\$ 600,000.00</b>	<b>\$ 52,500.00</b>

Item No.	Items	Unit	MPI Total with Brothers			Golf	Round Lake Beach	Lincolnshire	Riverwoods	Volo	North Chicago	Lakemoor
			Quantity	Unit Price	Total							
1	Type 1, Class D Patches - (3" Depth)	SY	200	\$ 35.00	\$ 7,000.00	0	0	0	200	0	0	0
2	Type2, Class D Patches - (3" Depth)	SY	570	\$ 35.00	\$ 19,950.00	20	700.00	0	200	0	0	200
3	Type 3, Class D Patches - (3" Depth)	SY	1200	\$ 35.00	\$ 42,000.00	100	3,500.00	350	200	0	0	300
4	Type 4, Class D Patches - (3" Depth)	SY	28800	\$ 23.00	\$ 720,000.00	200	5,000.00	1300	200	300	24000	1400
<b>Bidder's Proposal</b>					<b>\$ 711,650.00</b>	<b>\$ 7,600.00</b>	<b>\$ 42,200.00</b>	<b>\$ 38,650.00</b>	<b>\$ 19,600.00</b>	<b>\$ 6,900.00</b>	<b>\$ 552,000.00</b>	<b>\$ 44,700.00</b>

Item No.	Items	Unit	MPI Total with Schneider			Golf	Round Lake Beach	Lincolnshire	Riverwoods	Volo	North Chicago	Lakemoor
			Quantity	Unit Price	Total							
1	Type 1, Class D Patches - (3" Depth)	SY	200	\$ 32.00	\$ 6,400.00	0	0	0	200	0	0	0
2	Type2, Class D Patches - (3" Depth)	SY	570	\$ 26.00	\$ 14,820.00	20	520.00	0	200	0	0	200
3	Type 3, Class D Patches - (3" Depth)	SY	1200	\$ 25.75	\$ 30,900.00	100	2,575.00	350	200	0	0	300
4	Type 4, Class D Patches - (3" Depth)	SY	28800	\$ 22.90	\$ 659,520.00	200	4,580.00	1300	200	300	24000	1400
<b>Bidder's Proposal</b>					<b>\$ 711,640.00</b>	<b>\$ 7,675.00</b>	<b>\$ 42,397.50</b>	<b>\$ 38,782.50</b>	<b>\$ 21,330.00</b>	<b>\$ 6,870.00</b>	<b>\$ 549,600.00</b>	<b>\$ 44,985.00</b>

**1 Village of Lincolnshire, Village of Golf, City of  
North Chicago, Village of Lakemoor, Village of  
Riverwoods, Village of Round Lake Beach,  
Village of Volo**

**Proposal for  
2021 HMA Patching**

TO: Mayor and Board of Trustees  
Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, Illinois 60069

FROM: Schroeder Asphalt Services, Inc.  
Company

P.O. Box 831  
Address

Huntley, IL 60142  
City State Zip

( 815 ) 923-4380  
Telephone

Dear Mayor and Trustees:

We, the undersigned, hereby propose to furnish all labor, materials, tools and services required for the 2021 HMA Patching for the : Village of Lincolnshire, Illinois; Village of Golf, Illinois, City of North Chicago, Illinois; Village of Riverwoods, Illinois, Village of Volo, Illinois, Village of Lakemoor, Illinois, Village of Round Lake Beach, Illinois; in accordance with the Plans and Specifications, Notice to Bidders, Instructions to Bidders, and forms of Contract and bid bond.

The undersigned declares that we have examined said Plans and Specifications and acknowledges that the same are accurate and complete and are approved by the undersigned.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) Revisions to the Prevailing Wage can be found at the website of the Illinois Department of Labor.

The undersigned agrees to commence work not later than 10 calendar days of the notice to proceed from the Village of Lincolnshire, Illinois; Village of Golf, City of North Chicago; Village of Riverwoods, Illinois; Village of Volo, Illinois; Village of Lakemoor, Illinois and to complete the project within the time frame specified in the Terms and Conditions.

The undersigned understands that a contract to purchase the product and/or work shall be formed based upon the terms of the RFP upon acceptance of Contractor's proposal by the Village and that the Village will not execute any form of contract submitted by the Contractor. No substitutes will be permitted unless specified by the Contractor in the proposal and approved by the Village of Lincolnshire, Illinois; Village of Lake Zurich, Illinois; Village of Lakemoor, Illinois; Village of Round Lake Beach, Illinois; Village of Bannockburn; Village of Volo, Illinois.

The undersigned submits the following Schedule of Unit Prices for the work to be performed as shown on the Plans and Specifications, and agrees that the items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work. The Contractor shall be responsible for identifying any and all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.

Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

Any errors or omissions in mathematics shall inure to the benefit of the Village of Lincolnshire, Illinois; Village of Golf, City of North Chicago; Village of Riverwoods, Illinois; Village of Volo, Illinois; Village of Lakemoor, Illinois; Village of Wilmette;

A bid may be declared unacceptable if neither a unit price nor a total price is shown.

The undersigned has received and considered in this proposal the following:

Addendum # \_\_\_\_\_  
 Addendum # \_\_\_\_\_  
 Addendum # \_\_\_\_\_

If no addenda were received, mark not applicable.

The undersigned submits a bidder's bond, certified check, bank cashier's check, or a bank draft, in an amount equal to 5% of the proposal for the 2021 HMA Patching. Checks shall be made payable to the "Village of Lincolnshire."

If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.


The undersigned agrees to submit a performance bond equal to 110% of the value of the contract amount at the time of execution of the contract with the successful bidder.

The prices stated in this proposal are guaranteed for 45 days from the date hereof, and if awarded the work within that period, we agree to complete the work covered by this Proposal at said prices.

Dated this 6th day of April 2021.

Respectfully submitted,

Schroeder Asphalt Services, Inc.  
Company (Typed)

By   
Name (Signature)

Ronald Schroeder

Name (Typed)

President

Title (Typed)

**PREVAILING WAGE ACT  
NOTIFICATION TO CONTRACTORS**

Pursuant to P.A. 96-0437, effective January 1, 2010, a public body that fails to provide written notice to its public works contractors that a project is subject to Illinois prevailing wage requirements is, itself, liable for interest, penalties and fines as stated under Section 4(a-3) of the Act. Failure by the public body to provide written notice does not relieve the contractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, to the extent applicable under the Act. This notice is being provided for the mutual benefit of you and the Village.

This contract may call for the performance or delivery of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors, to the extent that the Act applies, to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Related to the Act, the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1, et seq., requires contractors and subcontractors performing services on public works to have in place a written substance abuse program, which meets or exceeds the program requirements in this Act, on file with the Village.

As the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website, the revised prevailing rate of wages shall apply to this contract and the cost therefore shall be borne solely by the contractor. The most current prevailing rate of wages can be found here:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

To the extent that the Act applies, all contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping and submittal duties, including the Substance Abuse Prevention on Public Works Act. If the contractor determines that the Act ~~does not apply to it~~, contractor shall—in lieu of ~~certified payrolls~~—submit a letter stating that the Act does not apply to it and setting forth the reasons therefore. □



**RETURN WITH BID****CONTRACTOR'S CERTIFICATION**

Ronald Schroeder, of Schroeder Asphalt Services, Inc.  
 Illinois, as part of its bid on a contract for  
2021 HMA Patching for the Village of Lincolnshire,  
 hereby certifies that said contractor is not barred from bidding on the aforementioned  
 contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Article 33E of  
 Chapter 720 of the Illinois Compiled Statutes, 1994.

Schroeder Asphalt Services, Inc., having submitted a bid/proposal for  
2021 HMA Patching to the Village of Lincolnshire, hereby certifies that  
 said contractor has a written sexual harassment policy in place in full compliance with  
 Chapter 775 ILCS 5/2-105(A), 1994.

I, Ronald Schroeder duly authorized agent for Schroeder Asphalt Services, Inc.  
 having been first duly sworn depose and state as follows:

1. The above-named company is not delinquent in payment of any tax administered by  
 the Illinois Department of Revenue or if it is:
2.
  - a. It has previously filed the appropriate document contesting its liability for the  
 tax or the amount of tax in accordance with procedures established by the  
 appropriate revenue Act; or
  - b. It has entered into an agreement with the Department of Revenue for payment  
 of all its taxes due and is in compliance with that agreement.

By: 

Signature

Ronald Schroeder, President

Name, printed

Authorized Agent of Contractor

Subscribed and sworn to  
 before me this 6th day  
 of April, 2021.





**RETURN WITH BID****2021 HMA Patching****BID SCHEDULE**

Item No.	Description	Unit	Golf Qty	Round Lake Beach Qty	Lincoln-shire Qty	River-woods Qty	Volo Qty	Lake-moor Qty	North Chicago Qty	Total Quantity	Bid Unit Price	Bid Item Sub-Total Price
1	Type I, Class D Patches (3" Depth)	SY	0	0	0	200	0	0	0	200	32.00	6,400.00
2	Type II, Class D Patches (3" Depth)	SY	20	150	0	200	0	200	0	570	26.00	14,820.00
3	Type III, Class D Patches (3" Depth)	SY	100	250	350	200	0	300	0	1,200	25.75	30,900.00
4	Type IV, Class D Patches (3" Depth)	SY	200	1,400	1300	200	300	1,400	24,000	28,800	22.90	659,520.00
Total of Bid Item Subtotal Prices:												711,640.00

**RETURN WITH BID****STATEMENTS OF COMPETENCY – GENERAL CONTRACTOR**

1. Name: Please see attached references

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

Contact: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

Contact: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

Contact: \_\_\_\_\_

4. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

Contact: \_\_\_\_\_

5. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

Contact: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### GENERAL CONDITIONS

**1. Examination of Plans, Specifications and Site of Work:** The bidder shall carefully examine the site of the proposed work and the plans, specifications, and forms of proposal, and contract before submitting his bid for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to the character, quality, quantities and costs of work to be performed and materials to be furnished, and to the requirements of the Plans, Specifications, Notice to Contractors, Instructions to Bidders, Proposal, and Contract. If his bid is accepted, the bidder will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and for any anticipated profits resulting from such failure or neglect.

**2. Preparation of Proposal:** The bidder shall submit his proposal on forms furnished by the Village. All writing shall be in ink or typewriter, except the signature of the bidder shall be written with ink. A proposal made by an individual shall be signed by the bidder or his duly authorized agent. A proposal made by a partnership shall be signed by one partner or by a duly authorized agent thereof. A proposal made by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation.

### **MPI**

This is an MPI bid with seven (7) municipalities participating. Bidders are hereby notified that the purchase of goods and services pursuant to the terms of this bid shall also be offered for purchase to be made by other Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). Members of the MPI will enter into contracts individually with the successful bidder and member awards are not bound to one-another.

Municipalities participating in the initial RFB include: Village of Lincolnshire, Illinois; Village of Golf, Illinois, City of North Chicago, Illinois; Village of Riverwoods, Illinois, Village of Volo, Illinois, Village of Lakemoor, Illinois, Village of Round Lake Beach, Illinois collectively known as "MPI Municipalities".

**3. Bidder's Statement of Competency:** The bidder shall submit with his proposal a satisfactory statement of his competency to perform the work contemplated in the form

of a signed letter addressed to the Village. The bidder's statement of competency shall consist of a complete report of his equipment, prior experience including the project names, locations, dates of completion and contact name with telephone number of at least (3) similar projects completed within the last 18 months, and any other pertinent or material facts.

**4. Term:** This Agreement shall be in effect for three (3) years from the date of award. The Municipalities reserve the right to renew the Agreement for two (2) additional one (1) year terms, subject to the acceptable performance by the Contractor. At the end of any contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

**5. Escalation:** Written requests for price revisions after the initial term shall be submitted at least ninety (90) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to the CPI-All Urban Consumers, Chicago or 2% whichever is less. CPI will be based upon the average of the previous twelve months, non-seasonal adjusted.

The Municipalities reserve the right reject a proposed price increase and terminate the agreement.

**6. Delivery of Proposal:** The proposal shall be placed in a sealed envelope plainly marked to indicate its contents and the bidder's name and address. Proposals shall be delivered prior to the time and at the place designated in the Notice to Contractors. When delivered by mail, the sealed proposal marked as specified above shall be enclosed in an additional envelope addressed to the Village and preferably sent by registered or certified mail. If the proposal is received after the opening of bids, it will be returned to the bidder unopened. Proposals may not be submitted by email or facsimile.

**7. Opening of Proposals:** Proposals will be opened and read publicly at the time and place designated in the Notice to Contractors. Bidders, their authorized agents, and other interested parties are invited to be present. The Village reserves the right to hold a closed door bid opening in the interest of public safety where the bid opening would be recorded and made available along with the bid results on the Village's website.

**8. Rejection of Proposals:** The Village reserves the right to reject a bidder's proposal for any of the following causes:

8.1 Developments subsequent to the bid opening which in the Owner's opinion would reasonably be construed as affecting the competency or responsibility of the bidder.

8.2 Conviction of a violation of State or Federal law, or rule or regulation of a State or

Federal agency, relating to or reflecting on the competency of the bidder for performing the work contemplated.

8.3 More than one proposal for the same work from an individual, partnership, or corporation under the same or different names, or evidence of collusion among bidders.

8.4 Proposal contains omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

8.5 Proposal form is other than furnished by the Village.

8.6 Proposal is not accompanied by a proper bidder's statement of competency.

8.7 Lack of qualifications as revealed by the bidder's statement of competency.

8.8 Uncompleted work which in the judgment of the Village might hinder or prevent the prompt completion of additional work if awarded.

#### **9. Award of Contract:**

9.1 Unless all proposals are rejected for good cause, award of contract will be made to the lowest responsive, responsible bidder whose proposal complies with all specified requirements stated herein. All bids will remain firm for 45 calendar days after the bid opening. The Village reserves the right to reject any or all bids or to accept any bid, which in its judgment, will be in the best interest of the public or to waive any informalities in bidding. In determining the lowest responsive and responsible bidder, the Village further reserves the right to combine or separate or delete any section of work or alternates or items in the bid if it is in the best interest of the Village. Only bids in compliance with the provisions of the contract documents will be considered. No bids shall be withdrawn after the opening of the bids for a period of forty-five (45) calendar days after the bid date opening

This is an MPI bid with six (6) municipalities participating. Bidders are hereby notified that the purchase of goods and services pursuant to the terms of this bid shall also be offered for purchase to be made by other Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). Members of the MPI will enter into contracts individually with the successful bidder and member awards are not bound to one-another.

9.2 Upon awarding of this contract the successful bidder shall provide to the Village of

Lincolnshire, Illinois; Village of Golf, Illinois, City of North Chicago, Illinois; Village of Riverwoods, Illinois, Village of Volo, Illinois, Village of Lakemoor, Illinois, Village of Round Lake Beach, Illinois; performance bond equal to 110% of the contract amount. The performance bond shall be valid for not less than three years from the date of awarding of this contract.

**10. Insurance Requirements:** The contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois to protect against claims for bodily injury, death or property damage which may arise from the project. The contractor shall pay the premiums for such insurance in such amount and with such provisions as will protect the Village from contingent liability and a copy of such insurance policy or policies shall be delivered to the Village. The insurance policy shall name the Village as an additional insured, and shall submit a certificate of insurance or certified copy of the insurance policy with the Village.

The insurance shall cover:

- 10.1 General liability Insurance including general aggregate coverage, products aggregate coverage, personal and advertising injury, and each occurrence; a minimum limit two million dollars (\$2,000,000.00 ) for each item.
- 10.2 Automobile and truck public liability including bodily injury (per person), bodily injury (per accident) and property damage; a minimum combined single limit of two million dollars (\$2,000,000.00).
- 10.3 Excess liability umbrella coverage of two million dollars (\$2,000,000.00 ) for each occurrence and two million dollars (\$2,000,000.00) in aggregate.
- 10.4 Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.

**11. Failure to Execute Contract:** Failure on the part of the successful bidder to execute a contract within fifteen (15) days after the date the contract was mailed or otherwise delivered to him, will be just cause for the annulment of the award. If the Village fails to execute the contract agreement within a reasonable time, not to exceed ninety (90) days after receiving the executed contract agreement from the successful bidder, the Contractor shall have the right to withdraw his proposal.

## **12. Indemnification**

- 12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold

harmless the Village of Lincolnshire, Illinois; Village of Golf, Illinois, City of North Chicago, Illinois; Village of Riverwoods, Illinois, Village of Volo, Illinois, Village of Lakemoor, Illinois, Village of Round Lake Beach, Illinois; and its officers, and agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to party or person described in this paragraph 10.

12.2 In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation or amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

**13. Tax Exempt** Village of Lincolnshire, Illinois; Village of Golf, Illinois, City of North Chicago, Illinois; Village of Riverwoods, Illinois, Village of Volo, Illinois, Village of Lakemoor, Illinois, Village of Round Lake Beach, Illinois; are all tax exempt bodies. All purchases of materials subject to a sales or use tax shall be coordinated with the Village of Lincolnshire in order to claim this tax exempt status.

**14. Delays and Extensions of Time:** If the Contractor is delayed at any time in progress of the work by an act or neglect of the Village, or of an employee of either, or of a separate contractor employed by the Village, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Village, at its sole discretion, pending arbitration, or by other causes which the Village, at its sole discretion, determines may justify delay, then the contract time shall be extended by change order for such reasonable time as the Village may determine at its sole discretion.

## **15. Payment and Holdback**

**15.1** Payment of invoices will be via the terms for each respective community as follows: Village of Lincolnshire, Illinois; Village of Golf, Illinois, City of North Chicago, Illinois; Village of Riverwoods, Illinois, Village of Volo, Illinois, Village of Lakemoor, Illinois, Village of Round Lake Beach, Illinois

Village of Lincolnshire – Bills are approved by the Village Board on the 2<sup>nd</sup> and 4<sup>th</sup> Monday of the month. Invoices must be received 7 business days in advance of these meetings to be paid.

Village of Golf - Bills are approved by the Village Board on the 2<sup>nd</sup> Tuesday of the Month. Invoices must be received 7 business days in advance of these meetings to be paid.

Village of Riverwoods - Bills are approved by the Village Board on the 3<sup>rd</sup> Tuesday of the month. Invoices must be received 7 business days in advance of these meetings to be paid.

City of North Chicago - Bills are approved by the City Council on the 1<sup>st</sup> and 3<sup>th</sup> Monday of the month. Invoices must be received 14 business days in advance of these meetings to be paid.

Village of Volo – Bills are approved by the Village Board on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the month. Invoices must be received 10 business days in advance of these meetings to be paid.

Village of Lakemoor – Bills are approved by the Village Board on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the month. Invoices must be received 10 business days in advance of these meetings to be paid.

Village of Round Lake Beach – Bills are approved by the Council on the 3<sup>rd</sup> Monday of the month. Invoices must be received 10 business days in advance of these meetings to be paid.

**15.2 Payments:** Village of Lincolnshire, Illinois; Village of Golf, Illinois, City of North Chicago, Illinois; Village of Riverwoods, Illinois, Village of Volo, Illinois, Village of Lakemoor, Illinois, Village of Round Lake Beach, Illinois; and as follows:

Waivers of Mechanics Lien: With each application for payment, submit waiver of mechanics lien for work shown on previous applications. When an application shows completion of an item, submit final or full waivers. The Village reserves the right to



designate which entities involved in the work must submit waivers.

**15.3 Holdback:** An amount equal to 10% of the contract amount will be held by the Village of Lincolnshire, Illinois; Village of Golf, Illinois, City of North Chicago, Illinois; Village of Riverwoods, Illinois, Village of Volo, Illinois, Village of Lakemoor, Illinois, Village of Round Lake Beach, Illinois; until the final acceptance. Any charges or penalties owed to the Village will be subtracted from this amount at the time of final payment.

**16. Substitutions:** Any component may be substituted in accordance with the following conditions:

16.1 The column marked substitution shall be marked with an appropriate reference indicating a substitution. No substitutions shall be allowed unless the substitution column is marked on the proposal in accordance with this section.

16.2 All substitutions must be accompanied by catalog cuts and a text narrative clearly and explicitly detailing how and why the proposed substitution meets or exceeds the specified item.

16.3 Plans and drawings, as applicable, showing the connections and interrelationships to the system must accompany the proposal.

16.4 Any additional wiring, cabling and interconnection changes related to the substitution shall be considered incidental to and included in the price of the proposed substitution.

16.5 The Village, at its sole discretion, shall either accept or reject any item marked as a substitution prior to contract approval.

16.6 If the Village rejects an item marked as a substitution, an appropriate amount, based upon a pro-rated proportion of the total of item #\_\_\_\_ of Section \_\_\_\_\_.

## **17. Subcontractor**

If Contractor proposes to perform contract with Sub-contractor(s), then all qualifications, insurance requirements, and other applicable terms and conditions shall apply to each and every Sub-contractor. The proposal shall include such documentation for each Sub-contractor. Prior to any work being performed by the Sub-Contractor, the Contractor shall submit all the necessary information to the Village regarding Sub-contractor including company name, company address, certificate of insurance, licenses, years in business, bid certification, name of project contact person; and the Village, at

its sole discretion, may require additional insurance, bonds, or deposits to assure faithful performance.

## **18. Discrepancies**

18.1 Prior to the opening of bids, requests for clarification of the plans, specifications, or contract documents shall be submitted in writing to the Village of Lincolnshire. Clarifications will be issued at the discretion of the bidder. Only clarifications provided in writing shall be relied upon when preparing bids.

18.2 Upon execution of the Contract, any discrepancies between drawings and the plans and specifications shall be subject to interpretation by the Village of Lincolnshire, Illinois; Village of Golf, Illinois, City of North Chicago, Illinois; Village of Riverwoods, Illinois, Village of Volo, Illinois, Village of Lakemoor, Illinois, Village of Round Lake Beach, Illinois as Owner, in its sole discretion. The Contractor shall immediately, upon finding any discrepancy, request an interpretation from the Village. The Village shall provide a written clarification within 5 working days or the Contractor shall use best judgment.

**19. Drug-free Workplace** Employees are required to be drug and alcohol free at all times that they are in the workplace. This means that no measurable amount of abuse drug or alcoholic beverage shall be present in the employee's system while on the job, either during the regularly scheduled workday or any overtime or emergency response. Employees must realize that many legal and illegal drugs used for recreational purposes may remain in the system for several days, and that residual amounts of legal and illegal drugs discovered in the system are included in this policy.

**20. Smoke-free Workplace** No smoking is allowed on the premises of any buildings in the Village of Lincolnshire, Illinois; Village of Golf, Illinois, City of North Chicago, Illinois; Village of Riverwoods, Illinois, Village of Volo, Illinois, Village of Lakemoor, Illinois, Village of Round Lake Beach, Illinois;

## **21. Cleaning Up**

21.1 The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by his work. Tools, equipment and surplus materials shall be removed upon completion of the work.

If the Contractor fails to clean up as provided in the Contract Documents, the Village may do so and the cost thereof shall be charges to the Contractor or subtracted from any holdback amount.

21.2 Final cleaning of each surface or unit shall be done to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions. Remove labels that are not permanent. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Clean exposed hard-surface finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original reflective condition.

**22. Functional/Operational:** The Village, at its sole discretion, shall make the determination of "functional and operational" in the event of any questions, disputes, or concerns regarding this Contract.

The Village, shall submit a notice of final acceptance to the Contractor in order to release any payment money held by the Village or final payments, less any deductions for penalties or other charges.

### **23. Final Acceptance**

23.1 Preliminary procedures - Before requesting final payment, complete the following.

List any exceptions in the request for final payment.

Submit the final payment request with releases, waivers of liens, and supporting documentation not previously submitted and accepted.

Submit an updated final statement, accounting for final additional changes to the Contract Sum. Submit the notice of final acceptance from the Village along with all other documentation.

23.2 Inspection/Reinspection Procedure: The Village will inspect or reinspect the work upon receipt of notice that the work, including inspection list items from any earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Village.

Upon completion of inspection or reinspection, the Village will prepare a notice of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, reinspection will be repeated.

**24. Liens/Waivers:** The Contractor shall submit in a timely manner a waiver of lien for each and every item of equipment procured or installed under this contract. No payment shall be made to the Contractor until all necessary waivers of lien are

submitted to the Owner.

**25. Warranty:** The Contractor shall guarantee that the materials and workmanship of the installed equipment are of the highest quality in every respect and that he will make good any defects in materials or workmanship which may develop within one year from the date of final acceptance, at no cost to the Village.

All merchandise furnished by the Contractor is hereunder is unconditionally warranted by the Contractor for one year against defects in materials or workmanship.

If defects appear due to faulty workmanship or materials within the warranted period, the Contractor will upon receipt of notice thereof repair or replace same without charge to the Village. All other services furnished by the Contractor after installation and acceptance will be provided by the Contractor at the regular hourly rate for the trade required. The Contractor will provide such service through its own mechanics and subcontractors and shall charge only the effective rate with no profit added. Replacement merchandise and parts other than those furnished under warranty shall be provided at the same rates as the basic products sold under these General Conditions.

In the case of any work performed in correcting defects pursuant to the guarantees provided for by the Contractor the guarantee period shall begin anew from the date of the notice of acceptance of the repair work.

The forgoing remedies shall not deprive the Village of any action, right or remedy otherwise available for breach of any of the provisions of the Contract Documents by the Contractor and the periods referred to above and shall not be construed as a limitation on the time in which the Village may pursue other action, right or remedy.

**26. Penalty:** A dollar amount calculated by dividing the proposal figure submitted in the Schedule of Unit Prices for the total contract amount by the contract period, but no less that \$250.00 shall be used in determining the penalty amount.

The Penalty amount shall be deducted from the final payment for each day or portion thereof, that the Contractor exceeds the completion dates as specified provided by the Village, less any authorized delays or extensions as allowed by the Village, at its sole discretion.

## **2021 HMA PATCHING CONTRACT SPECIFICATIONS**

### **1. SCOPE OF WORK:**

The work to be performed under this contract shall consist of furnishing all labor, machinery, tools, materials, and equipment necessary to complete hot mix asphalt patching at various locations in the Village of Lincolnshire, Illinois; Village of Golf, City of North Chicago; Village of Riverwoods, Illinois, Village of Volo, Illinois, Village of Lakemoor, Illinois, Village of Wilmette. This work includes milling the existing pavement to the specified depth and the installation of leveling binder and surface course as required.

### **2. COMPLETION OF WORK**

All work in the Village of Lincolnshire shall be completed by July 2, 2021.

All work in the Village of Golf shall be completed by July 2, 2021.

All work in the Village of Volo shall be completed by August 31, 2021

All work in the Village of Lakemoor shall be completed by September 30, 2021

All work in the Village of Riverwoods shall be completed by September 1, 2021

All work in the City of North Chicago shall be completed by October 31, 2021

All work in the Village of Round Lake Beach shall be completed by September 30, 2021

### **3. SPECIFICATIONS**

All patching shall be completed, measured, and paid for in accordance with Section 442 of the latest IDOT Standard Specifications for Road and Bridge Construction

Pavement patches will be replaced with Hot-Mix Asphalt. The exact location and dimension will be determined by the Engineer in the field. This item consists of the removal of existing asphalt pavement at 3 inches, and shall be replaced hot-mix asphalt, mix D, N50 (IL-9.5mm, 4% air voids at 50 Gyr.). The pavement removal shall provide a straight, clean edge on all sides, or the contractor shall make corrections as required, which shall be incidental to the contract as defined herein and the IDOT specifications.

### **4. QUANTITIES**

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the contract specifications.

**4. TRAFFIC CONTROL:**

All traffic control shall be included in the unit price for each pay item. Contractor shall be solely responsible to keep work areas open to pedestrian and vehicular traffic to maximum extent practical and to provide safe passage of such traffic and continuous access for emergency vehicles. Full closure of the roadway must be approved by the respective municipality prior to undertaking the closure. All applicable IDOT standard drawings for traffic control shall apply for the work in addition to Section 701 of the latest IDOT Standard Specifications for Road and Bridge Construction.

**13. CONSTRUCTION NOISE:**

Construction noise shall be minimized as follows:

- a. All engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation, and properly maintained, to prevent excessive or unusual noise.
- b. Working hours shall be in accordance with the Village of Lincolnshire, Illinois; Village of Golf, City of North Chicago; Village of Riverwoods, Illinois, Village of Volo, Illinois, Village of Lakemoor, Illinois, Village of Round Lake Beach Village Codes, which states work in the Village may take place only between the hours of 7:30 A.M. to 5:30 P.M. Monday through Friday and 9:00 A.M. to 5:30 P.M. on Saturday. Work on Saturday in the City of North Chicago is by request only. No work of any kind may take place on Sundays.

**14. PROTECTION OF PROPERTY:**

Protect all existing structures or adjoining properties and all public or private thoroughfares so that no damage may be caused by any work or operations for the project. The contractor shall at all times have the construction site barricaded off to the general public when work is not occurring. Streets and work areas shall be kept in a neat and orderly manner. The contractor shall clean dirt and debris from the streets adjacent to the site on a daily basis or as directed by the Village.

**15. TRUCKING PERMITS:**

Village of Lincolnshire - All trucks over six (6) tons per axle must have a Truck Weight Permit issued by the Village of Lincolnshire Police Department, located at One Olde Half Day Road. Truck routes may also be restricted due to other street conditions. There is no charge for these permits. Riverwoods Road south of Route 22 is under the jurisdiction of Lake County Division of Transportation.

**16. UTILITIES:**

The contractor shall be responsible for notifying all utility companies for identifying all the locations of underground utilities within the project work area. Contractor must call J.U.L.I.E. at 1-800-892-0123 48 hours in advance.

**17. PAYMENT INFORMATION:**

Invoices shall be sent to the respective municipality using the information listed below:

**Village of  
Lincolnshire:**

Wally Dittrich  
One Olde Half Day Road  
Lincolnshire, IL 60069

**Village of Golf:**

Brian Wesolowski  
Gewalt Hamilton  
625 Forest Edge Drive  
Vernon Hills IL 60061  
bwesolowski@gha-  
engineers.com

**Village of Round Lake  
Beach:**

Scott Hilts  
911 N Lotus Drive  
Round Lake Beach, IL 60073

**Village of Lakemoor:**

Terry Counley  
28581 Illinois Route 120  
Lakemoor, IL 60051

**Village of Volo:**

Michael May  
500 S Fish Lake Road  
Volo, IL 60073

**Riverwoods:**

Patrick Glenn  
Gewalt Hamilton Associates,  
Inc.  
625 Forest Edge Drive  
Vernon Hills, IL 60061  
[pglenn@gha-engineers.com](mailto:pglenn@gha-engineers.com)

**City of North Chicago:**

Ed Wilmes  
1850 Lewis Ave  
North Chicago, IL 60064

# **SCHROEDER**

## **ASPHALT SERVICES, INC.**

P.O. BOX 831  
HUNTLEY, IL 60142

PHONE: (815) 923-4380  
FAX: (815) 923-4389

4/6/2021

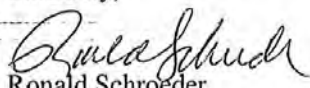
Village of Lincolnshire  
Attn: Mayor and Board of Trustees  
One Old Half Day Road  
Lincolnshire, IL 60069

RE: Village of Lincolnshire – (MPI) 2021 HMA Patching

To Whom It May Concern:

Schroeder Asphalt Services, Inc. is a financially stable company and is well qualified to perform and complete the proposed project. This can be proven by our work history, references, equipment list, and contracts on hand for this season, as attached. Our financial stability speaks for itself since we have been in business since 1997 and have never failed to complete a construction project. If Schroeder Asphalt Services, Inc. is the low bidder, we will submit audited financial statements for the village to review if requested.

Sincerely,

  
Ronald Schroeder  
President



# **SCHROEDER**

## **ASPHALT SERVICES, INC.**

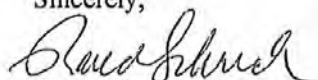
PO, BOX 831  
HUNTLEY, IL 60142

PHONE: (815) 923-4380  
FAX: (815) 923-4389

### Experience in Similar Projects

Schroeder Asphalt Services, Inc. has been in business for about 24 years. We have performed various paving projects ranging in size from small subcontracts to large contracts with many different municipalities. As can be seen on our project references that are attached with the bid, we have completed many road construction projects in various municipalities that have involved work that is very similar in importance to the Village of Lincolnshire 2021 HMA Patching Project. Many of our projects are of the same type and size as this project we will bid. This is the project type that our company performs on regular basis and it is the type of project that we usually perform year after year.

Sincerely,



Ronald Schroeder  
President

# **SCHROEDER**

## **ASPHALT SERVICES, INC.**

P.O. BOX 831  
HUNTLEY, IL 60142

PHONE: (815) 923-4380  
FAX: (815) 923-4389

Schroeder Asphalt Services, Inc.  
Phone: 815/923-4380  
Fax: 815/923-4389

Mailing & Legal Address:  
P.O. Box 831  
Huntley, IL 60142-0831

Office Location:  
11022 S. Grant Hwy.  
Marengo, IL 60152-9405

Corporation - Incorporated in the state of Illinois on 5/8/1997  
In business for about 24 years.

FEIN # 39-1889745

# SCHROEDER

## ASPHALT SERVICES, INC.

PO. BOX 831  
HUNTLEY, IL 60142

PHONE: (815) 923-4380  
FAX: (815) 923-4389

### JOB REFERENCES

**Company:** Village of Arlington Heights  
33 S. Arlington Heights Rd.  
Arlington Heights, IL 60005

**Project(s):** 2013, 2014, 2015, 2016, 2018, 2019 HMA Restoration

**Amount(s):** 2013 - \$83,000.00 (6/10 - 6/23/13) / 2014 - \$325,000.00 (6/10 - 11/16/14) /  
2015 - \$265,008.12 (4/13 - 11/15/15) / 2016 - \$549,966.13 /  
2017 - \$508,261.80 / 2018 - \$90,043.93 / 2018 - \$547,000 / 2019 - \$480,000

**Engineer:** Village of Arlington Heights  
Jeff Musinski - 847/368-5806  
[jmusinski@vah.com](mailto:jmusinski@vah.com)

**Company:** Village of Streamwood  
301 E. Irving Park Road  
Streamwood, IL 60107

**Project(s):** 2008 & 2009 MFT Resurfacing

**Amount(s):** 2013, 2014 - 2015 - 2016 - 2019 - 2020 Roadway Maintenance Program  
2008 - \$456,759.00 (5/1 - 10/31/08) / 2009 - \$399,298.00 (6/4 - 9/30/09) /  
2013 - \$630,503.68 (4/30 - 10/20/13) / 2014 - \$766,572.20 (5/26 - 8/31/14) /  
2015 - \$761,095.47 (6/1 - 10/18/15) / 2016 - \$862,625.45 (5/29/16 - 10/16/16) /  
2018 - \$748,007.85 (5/21 - 9/30/18) 2019 - \$727,867.01 (6/3 - 10/20/19) /  
2020 - \$1,750,466.85 (5/18 - 10/18/2020)

**Engineer:** Village of Streamwood  
Matt Mann / Director of Engineering & Public Works - 630-736-3850  
[Mmann@streamwood.org](mailto:Mmann@streamwood.org)

**Company:** Village of Vernon Hills  
290 Evergreen Dr.  
Vernon Hills, IL 60061

**Project(s):** 2012, 2013, 2014, 2015, 2016, 2017 & 2018 Bituminous Patching Program. 1 Year Renew

**Amount(s):** 2015 & 2017 Road Rehabilitation  
2012 - \$43,639.04 (6/25 - 7/6/12) / 2013 - \$43,072.86 (7/1 - 7/7/13) /  
2014 - \$58,957.50 (8/11 - 11/16/14) / 2015 - \$73,836.77 (7/6 - 7/12/15) /  
2016 - \$74,966.40 (8/1/16 - 8/28/16) / 2017 \$64,274.94 (5/29/17 - 6/9/17) /  
2018 - \$74,203.84 (7/9 - 9/30/18)  
2015 Road Rehabilitation \$1,178,493.22 (6/1 - 7/12/15)  
2017 Road Rehabilitation \$920,041.23 (5/17 - 10/15/18)

**Engineer:** Village of Vernon Hills  
Steven Maslov / Engineering Technician - 847/918-3590  
[stevem@vhill.org](mailto:stevem@vhill.org)

**Company:** Village of Broadview  
2350 S. 25<sup>th</sup> Avenue  
Broadview, IL 60155

**Project:** 2017 Spring Paving Improvement

**Amount(s):** \$776,298.25 (5/5 - 10/19/17)

**Engineer:** Edwin Hancock Engineering  
Chris Baker 708/865-0300  
[cbaker@ehancock.com](mailto:cbaker@ehancock.com)

**Company:** Village of Palatine  
 200 E. Wood St.  
 Palatine, IL 60067  
**Project(s):** 2012 Palos Avenue Phase 2, ENG 12-401  
 2015 Street Rehabilitation, 2015 Kenilworth Ave. Improvements  
**Amount(s):** 2012 - \$323,290.25 (4/30 - 10/31/12) / 2015 \$552,233.25 (4/20 - 6/14/15) /  
 2015 - \$180,467.05 (8/3 - 9/6/15)  
 2017 - 2017 Metra Paving Remove & Replace \$17,958.17 (4/23 - 4/28/17)  
 2018 - West Wilson Street Improvements \$285,618.13 (4/16 - 6/24/18)  
 2020 - 2020 MFT Street Rehabilitation \$726,101.57  
 2020 - Wood Street & Greeley Street Resurfacing \$365,793.63  
**Engineer:** Village of Palatine  
 Matt Grenning / Engineer - 847/359-9044  
[Mgrenning@palatine.il.us](mailto:Mgrenning@palatine.il.us)

**Company:** Village of Downers Grove  
 5101 Walnut Ave.  
 Downers Grove, IL 60515  
**Project(s):** 2012, 2013, & 2015 Fall Roadway Patching Project  
**Amount(s):** 2012 - \$82,839.30 (10/23 - 10/26/12) / 2013 - \$229,348.45 (10/27 - 11/17/13) /  
 2015 - \$84,371.70 (9/21 - 11/8/15)  
**Engineer:** Village of Downers Grove  
 Nate Hawk - 630/434-5467  
[nhawk@downers.us](mailto:nhawk@downers.us)

**Company:** Winfield Township Road District  
 30W575 Roosevelt Rd.  
 P.O. Box 617  
 West Chicago, IL 60186-0617  
**Project(s):** 2012, 2013, 2014, & 2015 Road Maintenance Program  
**Amount(s):** 2012 - \$478,599.80 (10/29 - 11/4/12) / 2013 - \$505,610.04 (9/16 - 10/20/13) /  
 2014 - \$339,421.39 (10/27 - 11/9/14) / 2015 - \$478,220.38 (9/14 - 10/18/15)  
**Engineer:** Winfield Township Road District  
 John Dusza - 630/231-8850  
[RoadDistrict@WinfieldTownship.com](mailto:RoadDistrict@WinfieldTownship.com)

**Company:** Village of Bloomingdale  
 201 S. Bloomingdale Road  
 Bloomingdale, IL 60108  
**Project:** 2015 Street Improvement Project  
**Amount(s):** \$1,354,600.38  
**Engineer:** Village of Bloomingdale  
 Brian Sisco - 630/671-5675  
[siscob@vil.bloomingdale.il.us](mailto:siscob@vil.bloomingdale.il.us)

**Company:** City of St. Charles  
 2 East Main Street  
 St. Charles, IL 60174  
**Project:** 2015 MFT Program #15-00106-00-RS  
 2016 MFT Program #16-00106-00-RS  
 2018 MFT Program #18-00110-00-RS  
**Amount(s):** 2015 - \$1,112,218.65 / 2016 - \$1,761,733.65 / 2018 - \$1,560,525.82  
**Engineer:** City of St. Charles  
 Ken Jay 630/377-4418  
[kjay@stcharlesil.gov](mailto:kjay@stcharlesil.gov)



Company: Village of Glen Ellyn  
 535 Duane Street  
 Glen Ellyn, IL 60137  
 Project: 2014 Street Resurfacing Project  
 2018 Parking Lot Resurfacing & Asphalt  
 2020 Utility & Roadway Improvement  
 Amount(s): 2014 - \$1,238,787.92 / 2018 - \$266,296.24 / 2020 - \$1,298,380.83  
 Engineer: Village of Glen Ellyn  
 Jeff Perrigo 630/547-5512  
[jperrigo@glenellyn.org](mailto:jperrigo@glenellyn.org)

Company: City of Darien  
 1702 Plainfield Road  
 Darien, IL 60561  
 Project: 2017 & 2018 Street Program  
 Amount(s): 2017 - \$1,951,291.35 (5/1 - 7/30/17) / 2018 - \$1,294,013.60 (6/4 - 8/19/18)  
 Engineer: Dan Gombec  
 Darien Public Works 630/353-8106  
[dgombac@darienil.gov](mailto:dgombac@darienil.gov)

Company: Village of Burr Ridge  
 7660 County Line Road  
 Burr Ridge, IL 60527  
 Project: 2017 MFT Road Program  
 2020 MFT Road Program  
 Amount(s): \$530,429.98 (6/1 - 11/10/17) / \$621,946.20  
 Engineer: James Miedema, P.E. 630/323-4733 X6010  
 Village of Burr Ridge  
[jmiedema@burr-ridge.gov](mailto:jmiedema@burr-ridge.gov)

Company: Village of Carol Stream  
 500 N. Gary Avenue  
 Carol Stream, IL 60188  
 Projects: 2018 Flexible Pavement Project  
 2020 Flexible Pavement Project  
 Amounts: \$1,921,872.65 (2018) / \$3,174,446.05 (2020)  
 Engineer: Village of Carol Stream  
 Adam Frederick  
[afrederick@carolstream.org](mailto:afrederick@carolstream.org)





<u>SIX WHEELERS</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL #</u>		
750	2002	PETERBILT	330	2NPNLD9X22M580452	43740R	JUNE
752	2012	PETERBILT	348	2NP3LN0X5CM134873	48153R	JUNE
758	2003	PETERBILT	330	2NPNLD9X13M809706	37396R	JUNE
759	2005	PETERBILT	330	2NPNLD9X75M837285	37388R	JUNE
764	2006	PETERBILT	335	2NPLLD9X66M630900	36402R	JUNE
786	2000	PETERBILT	330	1NPNLD9X1Y5519751	43749R	JUNE
791	1998	PETERBILT	330	3PNLD9X1WF471153	47083R	JUNE
<u>SEMI</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL #</u>		
770 WHITE	2013	PETERBILT	388	1XPWVD40X3DD185421	44981Z	JUNE
777 BLUE	2009	PETERBILT	388	1XPWDB9X09D781066	25724Z	JUNE
<u>WATER TRUCKS</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL #</u>		
775	1991	INTERNATIONAL	9300	2HSFBG2R1MC043132	17937MR	JUNE
783	1999	KENWORTH	T800B	1NKDLT0X1XR827548	22263MR	JUNE
784	2003	PETERBILT	330	2NPNLD0X03M803866	TEMP	
787	2012	INTERNATIONAL	DURASTAR	3HAMMAAN0CL605340	2293MN	
788	2011	INTERNATIONAL	4400	3HCMKAAN0BL433435	2303MN	
<u>TRAILERS</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL/WEIGHT</u>	<u>SERIAL #</u>		
T3	2002	IMPERIAL		1T9FS162020372275		
T4	1996	DYNAWELD	40,000	4U161AEX4VIX33960	6903TN	JUNE
T5	2002	EAGER BEAVER	36,000	112H8V3222L060517	6280TL	JUNE
T9	2005	LANDOL	10,000	1LHT10DT751014198	89547TD	JUNE
T10	2005	EAGER BEAVER	36,000	112H8V3295L070305	6140TL	JUNE
T11	2007	KRUZ		1K9SD22287K226316		NON EXPIRE
T13	2007	CLASSIC GRACO STRIP		10WCV12107W042443	1157HZ-TA	APRIL
T14	2007	TRAIL MASTER		45JA3FS1371001220		
T15	2003	IMPERIAL		1T9FS162630372248		
T17	2007	HOMEMADE		TD300898		
T18	2000	MCKEEPER	10,000	1M9BA1826YL510278	72288TD	JUNE
T19	1999	DYNAWELD	32,000	4U181AEXOX1038651	12654TK	JUNE
T20	1992	EAGER BEAVER	36,000	112H5V325NL040095	5799TL	JUNE
T22	2006	SNO PRO		5FG20FL2561022947		
T26	2008	DTC PIT BOSS		1D913272P7B059762		NON EXPIRE
T27	2010	IMPERIAL	LB-10-16 10,000	1T9FS1628AD372118	79562TD	JUNE
T28	2008	IMPERIAL	LB-14-16 14,000	1T9FS162680372418	79756TE	JUNE





<u>ASPHALT PAVERS</u>				<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL #</u>	
P7		1993		SPAULDING PATCHER		931607-79	
P9		2006		LEEBOY PATHMASTER	5000	47246	
P10		2004		CATAP655C	AP655C	CDG00342	
P11		2004		MIDLAND WIDENER	SPD-8	285	
P12		2008		LEEBOY	8515 CRAWLER	51117	
P13		2011		CATERPILLAR	AP1000D	CATAP100KEAD00437	44,780 lbs
P14		2016		LEEBOY	8510	132881	
P15		2018		LEEBOY	8510	200804	Warranty to 10/7/19
P16		2016		LEEBOY	5000	101152	Warranty to 5/1/19
P17		2020		CATERPILLAR	AP655	CATAP655KMH600533X	WARRANTY
<u>ASPHALT ROLLERS</u>				<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL #</u>	
308		2004		INGERSOLL RAND	DD12	179060	
317		2005		DYNAPAC	CC122C	60117778	
318		2005		INGERSOLL RAND	DD30	181212	
321		2003		DYNAPAC	CC142	60212538	
326		2006		CAT	CB534D	CATCB534AEA00478	
328		2002		INGERSOLL RAND	DD24	168999	
329		2001		INGRAM ROLLER	AE315C	31510004	
331		2002		HYPAC	C784A	109A22901528	
332		2007		INGERSOLL RAND	DD30	171589	
334		2007		CAT	CB534D	CATCB534KEAA00460	
335		2015		HAMM	HD12V (48")	H2300303	HM15021
336		2015		HAMM	HD13V (51")	H2012473	HM14020
338		2017		HAMM	HD14V	H2310249	
339		2017		HAMM	HD12V (48")	H2301068	
340		2003		HYPAC	HP C784		
341		2007		HAMM	HD14V	H1720216	700 Hrs. 03/2018
342		2018		HAMM	HD12V	WGH0H200THAA09714	Warranty ??
343		2012		HAMM	HD14V	H2010676	
344		2018		HAMM	HD12	H2301571	WARRANTY 6/21
345		2018		HAMM	HD14	H2310402	WARRANTY 6/21
347		2014		VOLVO	DD120B	VCED120BV0S287040	
348		2011		VOLVO	DD138HF	VCE0D138P0S275531	
349		2014		VOLVO	DD120B	VCED120BJ0S287035	
350		2013		VOLVO	DD120B	VCED120BK0S87003	



MISC.	YEAR	MAKE	MODEL	SERIAL #			
501	1997	NEAL	SP550	TD172881			
502	2004	JOHN DEERE	GATOR	M00455C081034			
504	2004	LEEBOY	TACH DIST	828840			
509		LEEBOY TACK DIST.	L250	8Z8840			
520		HYSTER	S60XM	D187V15581W			
523		ATLAS COPCO (Air Compressor)	185	PE4045D00031328			
524		TEREX/COLEMAN (LIGHT)	MH4000RL	RL6688			
525		APOLLO 3 -Thermoplastic		073080205			
527		WANCO SIGN BOARD	WTSP90SAC	0818952			
529		WALK BEHIND BROOM	LAYMOR 40'				
530		LITTLE WONDER	WALK BEHIND EDGER				
531		ALADDIN-Steam Cleaner	12-4234	106708			
533		Asphalt Heater					
534		Asphalt Heater					
535		LEEBOY TACK DIST. 6 FT.		NO SERIAL			Ritchie 3/28/19
537		WALDON	SWEEPMASTER	20154			
538		WATER TANK	1000 GAL				
550		HYDRAUL. SKID BROOM 72"					
551		HYDRAUL SKID HAMMER	TRX HB750				
552		HYDRAUL SKID HAMMER	GORILLA GXS60				
553		LEEBOY PRIME TACK	T250	144372			





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability**  
**For the Letting of** 3/26/2021  
(Letting date)

Instructions: Complete this form by either typing or using black ink.  
"Authorization to Bid" will not be issued unless both sides of this form are  
completed in detail. Use additional forms as needed to list all work.

## Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	5	
Contract Number	I-19-4449	62D36	61F92	I-20-4528	I-19-4476	
Contract With	Dunnet Bay/Martam	Curran	Copenhaver	Piote	Piote	
Estimated Completion Date	2021	2021	2021	2021	2021	
Total Contract Price	247,380.00	22,311.98	86,765.30	260,772.60	479,528.75	Accumulated Totals
Uncompleted Dollar Value If Firm is the Prime Contractor						0.00
Uncompleted Dollar Value If Firm is the Subcontractor	247,380.00	22,311.98	86,765.30	260,772.60	479,528.75	1,096,758.63
Total Value of All Work						1,096,758.63

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving			66,075.00	203,820.60	391,694.50	661,590.10
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces			6,730.30	24,752.00	39,366.25	70,848.55
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planing & Rotomilling	247,380.00	22,311.98	13,960.00	32,200.00	48,468.00	364,319.98
Engineer Allowance						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Traffic Control / Mobilization						0.00
Restoration						0.00
Totals	247,380.00	22,311.98	86,765.30	260,772.60	479,528.75	1,096,758.63

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Type or Print Name Grace A. Foss

Secretary

Officer or Director

Title

Notary Public

Signed \_\_\_\_\_

My commission expires: \_\_\_\_\_

Company Schroeder Asphalt Services, Inc.

(Notary Seal)

Address P.O. Box 831Huntley, IL 60142





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of 3/26/2021 (Letting date)

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### Part I. Work Under Contract

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	6	7	8	9	10	
Contract Number	21-00109-00-RS	N/A		62K93	62L38	
Contract With	Morton Grove	McHenry Township Road District	Cherry Valley	Trigg/MDOT	Trigg/MDOT	
Estimated Completion Date	1/21/2021	7/30/2021	6/15/2021	45 WD	40 WD	
Total Contract Price	464,432.00	983,672.77	108,927.63	32,737.00	21,702.40	Accumulated Totals
Uncompleted Dollar Value If Firm is the Prime Contractor	464,732.00	983,672.71	108,927.63			1,557,332.34
Uncompleted Dollar Value If Firm is the Subcontractor				32,737.00	21,702.40	1,151,198.03
Total Value of All Work						2,708,530.37

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork		19,198.00				19,198.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	219,411.85	338,700.94	73,990.00	27,000.00	17,200.00	1,337,892.89
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	390.15	53,519.27	53.48	247.00	180.90	125,239.35
Highway, R.R. and Waterway Structures						0.00
Drainage			5,850.00			5,850.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction		59,624.00				59,624.00
Landscaping	7,500.00	77,362.50				84,862.50
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planing & Rotomilling	57,300.00	30,600.00	14,853.75	5,490.00	4,321.50	476,885.23
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List), RR						0.00
Traffic Control/Mobilization		31,000.00	1,800.00			32,800.00
WM Permit bond, Items directed-engineer			3,500.00			3,500.00
Totals	284,602.00	610,004.71	100,047.23	32,737.00	21,702.40	2,145,851.97

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	6	7	8	9	10
Subcontractor	Ganziano Sewer	Mauro Sewer	TruSeal		
Type of Work	Sewer	Sewer	Thermo		
Subcontract Price	34,125.00	219,938.00	1,450.00		
Amount Uncompleted	34,125.00	219,938.00	1,450.00		
Subcontractor	Kreative Scape	Landmark Contractors	TBD		
Type of Work	Concrete	Concrete	Concrete		
Subcontract Price	113,912.00	38,830.00	7,430.40		
Amount Uncompleted	113,912.00	38,830.00	7,430.40		
Subcontractor	TBD	Land Technology			
Type of Work	Construction Layout	Construction Layout			
Subcontract Price	21,500.00	14,500.00			
Amount Uncompleted	21,500.00	14,500.00			
Subcontractor	Maintenance Coalings	Northern Contracting			
Type of Work	Thermo	Guardrail			
Subcontract Price	10,593.00	7,540.00			
Amount Uncompleted	10,593.00	7,540.00			
Subcontractor		Bedrock Stabilization			
Type of Work		Pulverization			
Subcontract Price		91,885.00			
Amount Uncompleted		91,885.00			
Subcontractor		Family Landscaping			
Type of Work		Tree Root Pruning			
Subcontract Price		975.00			
Amount Uncompleted		975.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	180,130.00	373,668.00	8,880.40	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_

(Notary Seal)

\_\_\_\_\_  
 Type of Print Name: Grace A. Foss  
 Officer or Director

\_\_\_\_\_  
 Secretary  
 Title

Signed \_\_\_\_\_

Company Schroeder Asphalt Services, Inc.

Address P.O. Box 831  
 Huntley, IL 60142





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

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	11	12	13	14	15	
Contract Number	62L39		21-00000-00-GM	N/A	62M38	
Contract With	Trigg/MDOT	Copenhaver/ Crystal Lake	Harvard	McHenry Township	Copenhaver/IDOT	
Estimated Completion Date	65 WD	2021	5/28/2021	2021	2021	
Total Contract Price	47,532.66	200,369.00	146,240.90	75,073.20	79,017.88	Accumulated Totals
Uncompleted Dollar Value If Firm Is the Prime Contractor			146,240.90	75,073.20		1,778,646.44
Uncompleted Dollar Value If Firm Is the Subcontractor	47,532.66	200,369.00			79,017.88	1,478,117.57
Total Value of All Work						3,256,764.01

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						19,198.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	36,960.00	158,434.00	113,879.00	64,811.50	68,425.00	1,780,402.39
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	3.66	34,825.00	2,370.90	1,961.70	12.72	164,413.33
Highway, R.R. and Waterway Structures						0.00
Drainage			5,145.00			10,995.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						59,624.00
Landscaping						84,862.50
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planing & Rotomilling	10,569.00	7,110.00	16,446.00	480.00	10,580.16	522,070.39
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
TC&P - INSURANCE			8,400.00	2,000.00		43,200.00
MOBILIZATION						3,500.00
Totals	47,532.66	200,369.00	146,240.90	69,253.20	79,017.88	2,688,265.61

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	11	12	13	14	15
Subcontractor				Landmark	
Type of Work				Concrete	
Subcontract Price				5,820.00	
Amount Uncompleted				5,820.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	5,820.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_

(Notary Seal)

Type or Print Name Grace A. Foss

Officer or Director

Secretary

Title

Signed \_\_\_\_\_

Company Schroeder Asphalt Services, Inc.
 Address P.O. Box 831  
Huntley, IL 60142



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of 3/26/2021 (Letting date)

Instructions: Complete this form by either typing or using black ink.  
"Authorization to Bid" will not be issued unless both sides of this form are  
completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	16 - PENDING	17-PENDING	18 - PENDING	19	20	
Contract Number	21-00000-01-GM	21-00000-01-GM	21-00000-01-GM			
Contract With	Roselle	Rolling Meadows	Streamwood			
Estimated Completion Date	8/20/2021	35 WD	10/8/2021			
Total Contract Price	674,430.00	864,042.05	745,607.25			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	674,430.00	864,042.05	745,607.25			4,062,725.74
Uncompleted Dollar Value if Firm is the Subcontractor						1,478,117.57
Total Value of All Work						5,540,843.31

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals
Earthwork					19,198.00
Portland Cement Concrete Paving					0.00
HMA Plant Mix					0.00
HMA Paving	405,890.50	375,314.00	242,620.00		2,804,226.89
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	240.00	12,271.55	50.00		176,974.88
Highway, R.R. and Waterway Structures					0.00
Drainage		2,420.00	14,250.00		27,665.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction					59,624.00
Landscaping		16,988.50			101,651.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planing & Rotomilling	73,550.00	48,691.00	69,369.75		713,681.14
Demolition					0.00
Pavement-Markings (Paint)					0.00
Other Construction (List) Regulated Substances					0.00
TC&P	33,000.00	23,001.00	58,000.00		157,201.00
MOBILIZATION					3,500.00
Totals	512,680.50	478,686.05	384,289.75	0.00	4,063,921.91

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

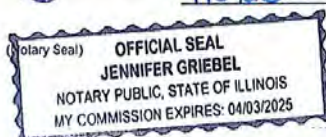
	1	2	3	4	Awards Pending
Subcontractor	Suburban Concrete	TBD	DiNatale Construction		
Type of Work	Concrete	Concrete	Concrete		
Subcontract Price	118,587.00	300,000.00	319,922.50		
Amount Uncompleted	118,587.00	300,000.00	319,922.50		
Subcontractor	Galaxy Underground	Ganziano	Laser Striping		
Type of Work	Sewer	Sewer	Paint/Crack Filling		
Subcontract Price	33,910.00	79,651.00	41,395.00		
Amount Uncompleted	33,910.00	79,651.00	41,395.00		
Subcontractor	Maintenance Coatings	Tru-Seal			
Type of Work	Thermo	Thermo			
Subcontract Price	4,362.50	2,205.00			
Amount Uncompleted	4,362.50	2,205.00			
Subcontractor	H & H Electric	Land Tech			
Type of Work	Detector Loop	Layout			
Subcontract Price	4,890.00	3,500.00			
Amount Uncompleted	4,890.00	3,500.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	161,749.50	385,356.00	361,317.50	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 21 day of April, 2021

Jennifer Griebel  
Notary Public

My commission expires: 4/3/25Type or Print Name Grace A. Foss

Secretary

Officer or Director

Signed Grace A. FossCompany Schroeder Asphalt Services, Inc.Address P.O. Box 831Huntley, IL 60142



**Illinois Department  
of Transportation**

Schroeder Asphalt Services, Inc.  
P. O. Box 831 HUNTLEY, IL 60142

Contractor No 5378

## Certificate of Eligibility

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$45,302,000.00

001	EARTHWORK	\$1,550,000
005	HMA PAVING	\$22,250,000 B
012	DRAINAGE	\$375,000
017	CONCRETE CONSTRUCTION	\$175,000
032	COLD MILL PLAN & ROTOMILL	\$6,575,000
08A	AGGREGATE BASES & SURF. (A)	\$2,423,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/14/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/15/2020.

B Restricted to 1200 tons in any 1 contract (Class 1 and/or BAW) or as specified by local agency

*Tim Zell*  
Engineer of Construction

1L 4594-0645

**Document A310™ – 2010**

Conforms with The American Institute of Architects AIA Document 310

**Bid Bond****CONTRACTOR:**

(Name, legal status and address)

Schroeder Asphalt Services, Inc.  
PO Box 831  
Huntley, IL 60142

**SURETY:**

(Name, legal status and principal place of business)

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038

**Mailing Address for Notices**

1411 Opus Place, Ste. 450  
Downers Grove, IL 60515

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

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

**OWNER:**

(Name, legal status and address)

Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL 60069

**BOND AMOUNT:** \$ 5% Five Percent of Amount Bid

**PROJECT:**

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

2021 HMA Patching - Various Places

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

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

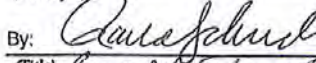
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 6th day of April, 2021

  
(Witness)

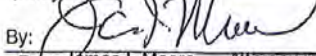
Schroeder Asphalt Services, Inc.

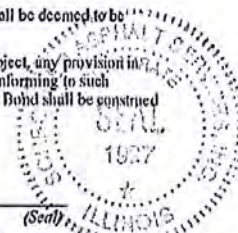
(Principal)

By:   
(Title) Ronald Schroeder, President

Hudson Insurance Company

(Surety)

By:   
(Title) James I. Moore Attorney-in-Fact



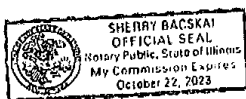
S-0054/AS 8/10

State of IL  
 County of DuPage

**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Sherry Bacskai Notary Public of DuPage County, in the State of IL,  
 do hereby certify that James I. Moore Attorney-in-Fact, of the Hudson Insurance  
 Company who is personally known to me to be the same person whose  
 name is subscribed to the foregoing instrument, appeared before me this day in person, and  
 acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
 Hudson Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in  
 said County, this 6th day of April, 2021.



*[Signature]*

Notary Public

Sherry Bacskai

My Commission expires: October 22, 2023



Bond No. Bid Bond



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

James I. Moore of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly



Attest:  
Dina Daskalakis  
Corporate Secretary

HUDSON INSURANCE COMPANY

By: *Michael P. Cifone*  
Michael P. Cifone  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

On the 14th day of December, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto in like order.

(Notarial Seal)



*Ann M. Murphy*  
ANN M. MURPHY  
Notary Public (State of New York)  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2021

STATE OF NEW YORK  
COUNTY OF NEW YORK

## CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 6th day of April, 20 21.

(Corporate seal)



By: *Dina Daskalakis*  
Dina Daskalakis, Secretary

Village of Lake Zurich  
2021 Asphalt Patch Program

### **FORM OF CONTRACT**

1. This Agreement made and concluded this 12th day of April 2021, between the Village of Lake Zurich, acting by and through its President and Board of Trustees, known as the party of the first part and Schroeder Asphalt Services INC. his/their executors, administrators, successors, or assigns, known as the party of the second part.

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

3. And it is also understood and agreed that the Notice to Bidder, Instructions to Bidder, Form of Proposal and Contract Bond hereto attached and the Plans and Specifications titled:

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
2021 HOT MIX ASPHALT PATCHING PROGRAM  
LAKE ZURICH, ILLINOIS

and DATED: April 12, 2021

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

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

\_\_\_\_\_, Mayor  
Party of the First Part

\_\_\_\_\_, Village Clerk  
Attest:

\_\_\_\_\_  
Party of the Second Part

\_\_\_\_\_  
Attest: (For Corporation -Secretary)





*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

5E

MEMORANDUM

**Date:** April 13, 2021  
**To:** Ray Keller, Village Manager  
**From:** Kyle Kordell, Assistant to the Village Manager  
**Subject:** 3% Municipal Cannabis Retailers' Occupation Tax

**Issue:** The Village of Lake Zurich adopted Ordinance #2020-12-393 on December 21, 2020 enacting a 3% local tax on the sale of adult use recreational cannabis, should a dispensary decide to locate in Lake Zurich in the future. While this local tax ordinance has been accepted for meeting the statutory ordinance filing deadline for implementation on July 1, 2021, the Illinois Department of Revenue (IDOR) is asking for an amended ordinance by May 1, 2021.

**Analysis:** Ordinance #2020-12-393 was provided to the IDOR on December 23, 2020. The IDOR responded by letter on March 22, 2021 and the Village received the letter on March 29, 2021. IDOR's legal team reviewed the ordinance and found some adopted provisions which are not consistent with the Municipal Cannabis Retailers' Occupation Tax Law.

The following provisions of the previously adopted Ordinance are inconsistent with IDOR's exclusive authority to administer the Municipal Cannabis Retailers' Occupation Tax Law and home rule preemption provisions in the Illinois Municipal Code.

- Subsection C of Chapter 3-5-10 regarding books and records – the book and records requirements are governed by the Retailers' Occupation Tax Act and IDOT has the exclusive authority to audit;
- Subsection D of Chapter 3-5-10 regarding penalties – the Department has exclusive authority to impose penalties for violations of the Municipal Cannabis Retailers' Occupation Tax Law.

While the Village may regulate cannabis dispensaries in ways authorized by law, this is a Municipal Cannabis Retailers' Occupation Tax, which is administered strictly by the IDOR. The

attached ordinance cures the defects identified in the first ordinance and will be provided to the IDOR before May 1, 2021.

**Background:** In the event an adult-use recreational cannabis dispensary does locate in Lake Zurich in the future, a State of Illinois Cannabis Purchases Excise Tax would be imposed upon purchases at the following rates:

- Purchases of cannabis flower or products with less than 35% THC -- 10% tax
- Cannabis-infused products (i.e., edibles) -- 20% tax
- Products with a THC concentration higher than 35% -- 25% tax

All funds received by the IDOR under the State Excise Tax will be paid into the Cannabis Regulation Fund in the State treasury. 8% of State taxes collected on cannabis sales are allocated to the Local Government Distributive Fund (LGDF) to be shared with municipalities.

In addition to the State Excise Tax, the purchase of recreational cannabis is also subject to County and municipal sales taxes. Lake County currently has a 3% County Cannabis Retailer's Occupation Tax which would also apply to potential future purchases in Lake Zurich.

These taxes shall not be imposed on cannabis that is subject to tax under the Compassionate Use of Medical Cannabis Pilot Program Act, which is taxed at a 1% pharmaceutical rate by the State.

**Recommendation:** A motion to approve the revised Ordinance adopting a local 3% tax on future adult use cannabis sales.

w/Attachments:

- Revised Ordinance Amending the Village of Lake Zurich Municipal Code to Update the Provisions of Title 3, Chapter 5, Section 10 Imposing a Municipal Cannabis Retailers' Occupation Tax.

**VILLAGE OF LAKE ZURICH**  
**ORDINANCE NO. 2021-04-\_\_\_\_\_**



**AN ORDINANCE AMENDING THE VILLAGE OF LAKE ZURICH MUNICIPAL  
CODE TO UPDATE THE PROVISIONS OF TITLE 3, CHAPTER 5, SECTION 10  
IMPOSING A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX**

**WHEREAS**, the Village of Lake Zurich (the "Village") has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and

**WHEREAS**, the Village of Lake Zurich has previously enacted Ordinance #2020-12-393, passed by the Village Board on December 21, 2020, pursuant to the provisions of the Illinois Municipal Cannabis Retailers' Occupation Tax Law, 65 ILCS 5/8-11-23 and applicable law (hereinafter "Initial Ordinance") amended the Village Code to provide for the imposition and collection of a municipal cannabis retailers' occupation tax; and

**WHEREAS**, said Initial Ordinance was filed with the Illinois Department of Revenue on December 23, 2020 and authorized and imposed the tax authorized by the Municipal Cannabis Retailers' Occupation Tax Law providing for a municipal cannabis retailers' occupation tax which will be collected by the Illinois Department of Revenue should such sales occur within the Village pursuant to the Illinois Cannabis Regulation and Tax Act, 410 ILCS 705/1, *et seq.*; and

**WHEREAS**, the Village is in receipt of correspondence from the Illinois Department of Revenue dated March 22, 2021 and received by the Village on March 29, 2021, addressing the amendment and clarification of certain procedures involving the Illinois Department of Revenue and directing the Village to amend certain provisions of the Village Code providing for the imposition and collection of a municipal cannabis retailers' occupation tax and to refile the Village's amended Ordinance; and

**WHEREAS**, pursuant to the applicable provisions of the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1, *et seq.*), the Illinois Retailers' Occupation Tax Act (35 ILCS 120/1, *et seq.*) and the Illinois Municipal Code (65 ILCS 5/8-11-22), the President and Village Board of Trustees find that is necessary and appropriate to amend and clarify the provisions of the Village Code to impose and levy the Municipal Cannabis Retailers' Occupation Tax as set forth below in this Ordinance (hereinafter "Amendatory Ordinance").

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the

#68424\_1

Village of Lake Zurich, Lake County and State of Illinois, as follows:

**Section 1**     **Recitals.** The facts and statements contained in the preambles to this Amendatory Ordinance hereinabove are hereby found to be true and correct and are adopted and incorporated by this reference as part of this Amendatory Ordinance.

**Section 2**     **Adoption of Tax.** That the Municipal Code of the Village of Lake Zurich is hereby amended by the approval and adoption of the following revisions to Section 3-5-10, Chapter 5 ("Occupation Taxes"), Title 3 ("Business Licensing, Regulation, Taxation, and Fees,") of the Village Code, to replace the current Section 3-5-10 with the following amended language of Section 3-5-10, said section to now read in its entirety as follows:

**Section 3-5-10: Municipal Cannabis Retailers' Occupation Tax**

A. Tax Imposed. A tax in accordance with the provisions of Section 8-11-23 of the Illinois Municipal Code (65 ILCS 5/8-11-23) is hereby imposed on any purchaser of cannabis at retail and it is the responsibility of the cannabis retailer engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, to collect the tax from the purchaser at the rate of three percent (3%) of the gross receipts from these sales made in the course of that business at retail in the Village of Lake Zurich and to remit the tax to the Illinois Department of Revenue. This tax shall be in addition to any and all other surcharges or taxes which may be imposed.

B. Collection of Tax. Beginning July 1, 2021 or the next date the Illinois Department of Revenue may proceed to administer and enforce this tax pursuant to Section 8-11-23 of the Illinois Municipal Code (65 ILCS 5/8-11-23) and applicable law Any cannabis retailer with the Village shall have the duty to remit the Municipal Cannabis Retailers' Occupation Tax to the Illinois Department of Revenue. Any tax required to be collected pursuant to or as authorized by this Ordinance and any such tax collected by such retailer and required to be remitted to the Illinois Department of Revenue shall constitute a debt owed by the retailer to the State of Illinois. A retailer may reimburse itself for its seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any State of Illinois tax that a seller is required to collect. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Illinois Department of Revenue. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Section.

C. Books and Records. The book, records and audit procedures and requirements shall be as authorized by the Retailers Occupation Tax Act (35 ILCS 120/7) and implemented by the Illinois Department of Revenue.

D. Penalties. The failure to timely collect or remit all taxes due pursuant shall be subject to those penalties of imposed by the Illinois Department of

Revenue applicable under the Illinois Municipal Cannabis Retailers Occupation Tax Law.”

**Section 3 Tax Imposed.** A tax is hereby imposed on any purchaser of cannabis at retail in the Village of Lake Zurich and it is the responsibility of the cannabis retailer engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, to collect the tax from the purchaser at the rate of three percent (3%) of the gross receipts from these sales made in the course of that business at retail in the Village of Lake Zurich and to remit the tax to the Illinois Department of Revenue. This tax shall be in addition to any and all other surcharges or taxes which may be imposed. The imposition of this tax shall be in accordance with and subject to the provisions of Section 8-11-23 of the Illinois Municipal Code (65 ILCS 5/8-11-23) .

**Section 4 Administration.** The tax hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Amendatory Ordinance. The tax, when collected, is to be stated as a distinct item separate and apart from the purchase price of the cannabis. [35 ILCS 120/1 et seq. and 65 ILCS 5/8-11-23]

**Section 5 Filing.** The Village Clerk is hereby directed to file a certified copy of this Amendatory Ordinance with the Illinois Department of Revenue upon the passage of this Amendatory Ordinance.

**Section 6. Effective Date.** This Ordinance shall continue to be effective as of July 1, 2020. The Village of Lake Zurich previously authorized and enacted, by Ordinance #2020-12-393, a municipal cannabis retailers’ occupation tax, passed by the Village Board on December 21, 2020, and filed with the Illinois Department of Revenue on December 23, 2020, all pursuant to the provisions of the Illinois Municipal Cannabis Retailers’ Occupation Tax Law, 65 ILCS 5/8-11-23. This filing is an update and clarification of Ordinance #2020-12-393, and not a new filing.

**Section 7. Effect of Amendment.** The previous adoption and passage of Ordinance #2020-12-393 passed on December 21, 2020 by the Village Board shall remain in full force and effect. This Amendatory Ordinance serves to update and clarify those provisions and procedures set forth in Ordinance #2020-12-393 which the Illinois Department of Revenue has directed the Village to address and amend.

**Section 8: Severability.** If any part or provision of this Amendatory Ordinance shall be found to be invalid or unlawful, such shall be severed here from and shall not affect the validity of the remaining provisions of this Amendatory Ordinance.

PASSED this \_\_\_\_ day of April, 2021.

AYES:

NAYS:

468424\_1

ABSENT:

APPROVED this \_\_\_\_ day of April, 2021.

\_\_\_\_\_  
Thomas Poynton, Village President

ATTEST:

\_\_\_\_\_  
Kathleen Johnson, Village Clerk

468424\_1





*At the Heart of Community*

PUBLIC WORKS DEPARTMENT

305 Telser Road  
Lake Zurich, Illinois 60047

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

AGENDA ITEM

5F

MEMORANDUM

**Date:** April 9, 2021  
**To:** Ray Keller, Village Manager  
**From:** Michael J. Brown, Director of Public Works  
**Subject:** Bid Award: 2021 Sanitary Sewer Lining

**Issue:** The 2019 sanitary sewer evaluation project identified several locations for immediate pipe lining to prevent future pipe failure.

**Background:** In response to the recent collapses and emergency repairs to the Village's sanitary sewer, Public Works accelerated plans for closed-circuit television (CCTV) inspection and evaluation of the Village's sanitary sewer system. In 2017, the Village retained American Underground to inspect the large diameter (12" of greater) sanitary sewer mains and provide recommendations for urgent repair needs. These recommendations were evaluated by staff to formulate a plan to address areas of concern.

Bid documents and exhibits were prepared for a cured-in-place pipe (CIPP) lining project to address locations identified as critical and in need of immediate repair. A project location map is enclosed as reference.

**Village Strategic Plan:** This agenda item is consistent with the following Goals and Objectives of the Strategic Plan.

- Goal #3 – Infrastructure: *Complete televising of sanitary sewers and develop lining/replacement program to minimize future sewer collapses.*

**Analysis:** Staff solicited bids for the 2021 Sanitary Sewer Lining project beginning on March 4, 2021. The bid opening occurred on April 2, 2021. The Village received four (4) bids from preauthorized companies; bid results are summarized on Page 2. The lowest responsible bid was received from Insituform Technologies USA, LLC of Chesterfield, Missouri. Insituform Technologies USA has had experience installing over 200,000 feet of similar-diameter CIPP liner for municipalities, including municipalities in Lake County and northern Cook County.

Name of Bidder	Base Bid Amount	Additive Bid Amount	Total Bid Amount
Insituform Technologies USA, LLC (Chesterfield, MO)	\$1,279,451.00	\$72,875.00	\$1,352,326.00
Michels Corporation (Brownsville, WI)	\$1,484,611.00	\$101,381.00	\$1,585,992.00
Visu-Sewer of Illinois, LLC (Bridgeview, IL)	\$1,539,027.00	\$75,312.50	\$1,614,339.50
Hoerr Construction, Inc. (Goodfield, IL)	\$2,273,046.00	\$117,280.00	\$2,390,326.00

A summary of the proposed budget is provided below:

<b>2021 Sanitary Sewer Lining</b>	
<b>Construction (Base + Additive Project)</b>	<b>\$1,352,326</b>
<b>Contingency (7%)</b>	<b>\$95,000</b>
<b>2021 Engineering &amp; Design</b>	<b>\$52,674</b>
<b>Total Estimated Cost</b>	<b>\$1,500,000.00</b>

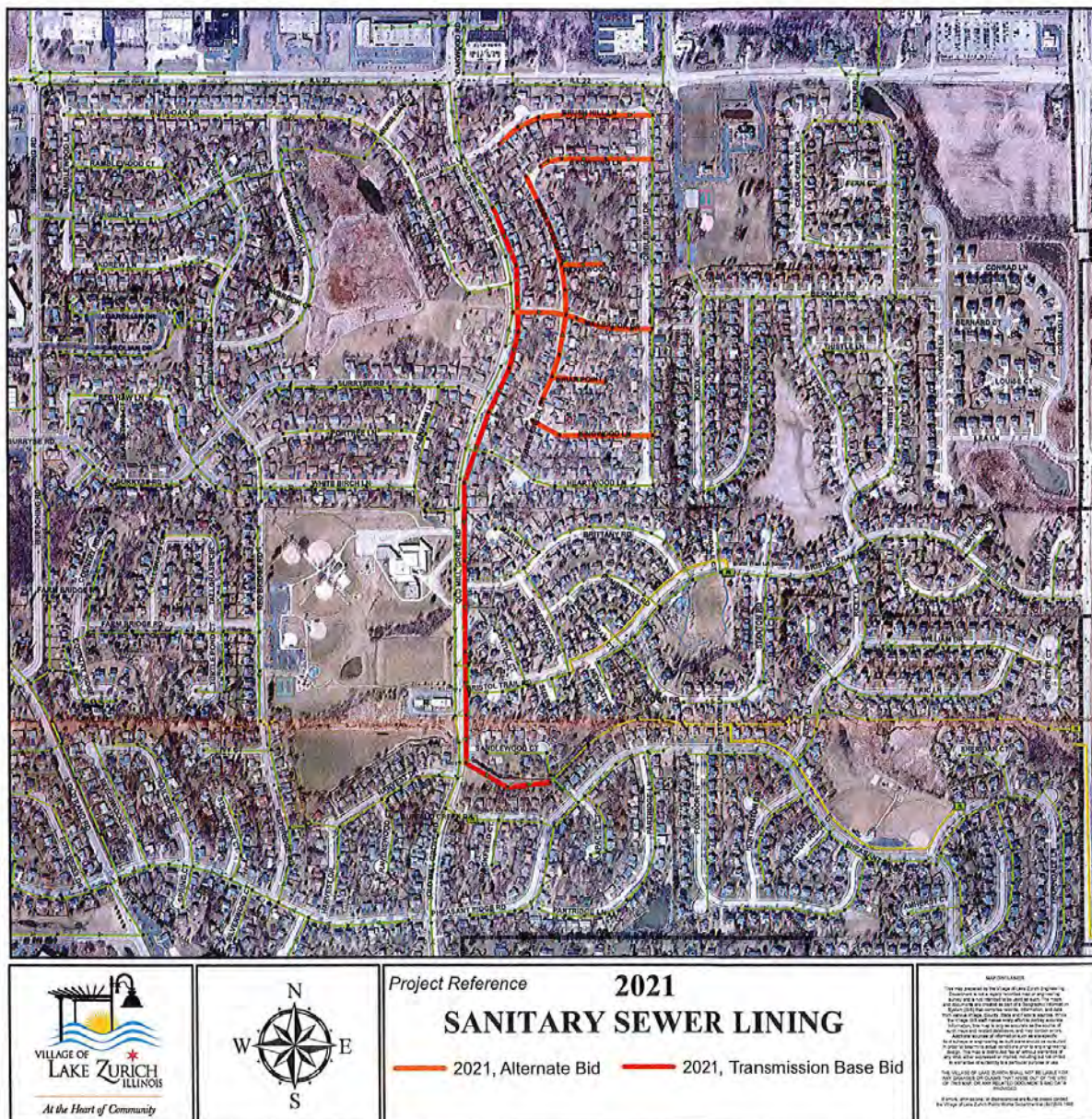
The 2020 sanitary sewer lining program was postponed due to scheduling conflicts and staffing concerns due to the COVID 19 pandemic. Public Works has reprioritized the FY2021 project list and made the appropriate changes to the Community Investment Plan (CIP) project schedule to accommodate this high priority project. The total funds currently available from the FY2021 Budget is \$1,500,000.00.

**Recommendation:** Award a contract for the 2021 Sanitary Sewer Lining project to Insituform Technologies USA, LLC of Chesterfield, MO in the amount of \$1,352,326.00, with a total project budget not to exceed \$1,500,000.00.

**W/Attachments:**

1. Sanitary Location Maps
2. Bid Submittal – Insituform Technologies USA, LLC









**BID FORM**

TO: Village of Lake Zurich  
70 East Main Street  
Lake Zurich, Illinois 60047

FROM: Insituform Technologies USA, LLC  
CONTRACTOR

17988 Edison Avenue  
ADDRESS

Chesterfield, MO 63005  
CITY, STATE, ZIP CODE

636-530-8000  
TELEPHONE NUMBER

Jana Lause, Contracting & Attesting Officer

CONTRACTOR'S CONTACT FOR THIS BID

jlause@aeglon.com

E-MAIL

Having examined the Plans, Specifications, Instructions to Bidders, Form of Contract and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, equipment, tools and services or whatever else is required for construction as enumerated below, all in accordance with Plans, Specifications and Contract Documents prepared by Manhard Consulting, One Overlook Point, Suite 290, Lincolnshire, Illinois 60069, and entitled:

PROJECT MANUAL INCLUDING PLANS AND SPECIFICATIONS  
FOR CONSTRUCTION OF:  
2021 SANITARY SEWER LINING  
LAKE ZURICH, ILLINOIS

DATED: March 4, 2021

The undersigned Bidder declares that he/she understands that where quantities are mentioned, they are approximate only, subject to increase or decrease that in such cases, Bidder will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit price shown on the Schedule of Prices contained herein.

Project No. 201.00100601  
March 4, 2021

Bid Form  
00 41 00 - 10

Village of Lake Zurich  
2021 Sanitary Sewer Lining



ORIGINAL

**INSTRUCTIONS TO BIDDER****BIDDER'S REPRESENTATIONS**

- a. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>3/4/21</u>
<u>2</u>	<u>3/26/21</u>
<u>3</u>	<u>3/29/21</u>
<u>4</u>	<u>3/31/21</u>

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work. Bidder has verified quantities in the field based on the information provided in the Bidding Documents.
- c. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the work.
- d. Submission of bid constitutes representation by Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

**METHOD OF BIDDING**

- a. Type of bid: Unit Price and Lump Sum pay items.
- b. Awards may be made on the following basis: To the lowest, responsive, and responsible bidder for the improvements.

**SUBMISSION OF BIDS**

- a. Prepare bid on **Bid Form** included herewith.
- b. Submit all pages of the following forms in the prescribed order in a sealed envelope:
1. Instructions to Bidders (00 21 13)
  2. Bid Form (00 41 00)
  3. Bid Security Form (00 43 13)
  4. Non-Collusion Affidavit (00 45 19)
  5. Certificate of Compliance with Article 33E of the Criminal Code of 1961 (00 45 AA)
  6. Bidder's Statement of Experience (00 45 BB)
  7. List of Major Subcontractors (00 46 00)
- c. Forms shall be prepared in duplicate with one marked **ORIGINAL** and one marked **COPY**. Sealed envelope shall be marked with bidder's return address, and shall be addressed as follows:
- TO: Village of Lake Zurich  
Village Hall  
70 East Main Street  
Lake Zurich, Illinois 60047
- PROPOSAL FOR: 2021 Sanitary Sewer Lining
- d. Retain Duplicate Copy for Bidder.

Project No. 201.00100601  
March 4, 2021

Instructions To Bidder  
00 21 13 - 5

Village of Lake Zurich  
2021 Sanitary Sewer Lining

## SCHEDULE OF PRICES

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices as indicated on the below schedule:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

ITEM #	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	EXTENSION
<b>BASE BID</b>					
1.	Heavy Cleaning and Debris Removal	HOUR	80	500.00	40,000.00
2.	Manhole Rehabilitation (4' Dia., Typ.)	V FOOT	340	671.00	228,140.00
3.	Manhole Rehabilitation (Interceptor)	V FOOT	160	700.00	112,000.00
4.	Manhole Frame Chimney Seals	EACH	41	1,015.00	41,615.00
5.	Lining of Manhole External Drop, 24"	EACH	2	19,570.00	39,140.00
6.	Sanitary Sewer Lining, 8"	FOOT	5506	29.00	159,674.00
7.	Sanitary Sewer Lining, 30"	FOOT	3,168	131.00	415,008.00
8.	Sanitary Sewer Lining, 36"	FOOT	984	161.00	158,424.00
9.	Temporary Flow Control	LSUM	1	21,000.00	21,000.00
10.	Portable Changeable Message Sign	DAY	80	300.00	24,000.00
11.	Traffic Control and Protection	LSUM	1	2,700.00	2,700.00
12.	Restoration of Parkways and Paved Surfaces	LSUM	1	3,000.00	3,000.00
13.	Mobilization	LSUM	1	21,500.00	21,500.00
14.	Lateral Reinstatements	EACH	125	106.00	13,250.00
<b>BIDDER'S PROPOSAL FOR MAKING BASE BID IMPROVEMENTS:</b>					<b>\$ 1,279,451.00</b>
<b>ADDITIVE BID – PINE TREE ROW STORM SEWER</b>					
ADD1	Heavy Cleaning and Debris Removal	HOUR	16	500.00	8,000.00
ADD2	Storm Sewer Lining, 15"	FOOT	1,250	48.70	60,875.00
ADD3	Temporary Flow Control	LSUM	1	500.00	500.00
ADD4	Traffic Control and Protection	LSUM	1	500.00	500.00

Project No. 201.00100601  
March 4, 2021


Bid Form  
00 41 00 - 11

Village of Lake Zurich  
2021 Sanitary Sewer Lining

<b>ADD5</b>	Restoration of Parkways and Paved Surfaces	LSUM	1	500.00	500.00
<b>ADD6</b>	Mobilization	LSUM	1	2,500.00	2,500.00
<b>BIDDER'S PROPOSAL FOR MAKING ADDITIVE IMPROVEMENTS:</b>					\$ 72,875.00
<b>BASE BID PLUS ADDITIVE IMPROVEMENTS:</b>					\$1,352,326.00

Updated Quantities per Addendum #3

Prepared by:

  
 Initialed by Bidder
Project No. 201.00100601  
March 4, 2021Bid Form  
00 41 00 - 12Village of Lake Zurich  
2021 Sanitary Sewer Lining



**RECEIVED**  
APR 02 2021

# **BID SECURITY FORM**

BY: .....

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

**BIDDER (Name and Address):**  
Insituform Technologies USA, LLC  
17988 Edison Avenue  
Chesterfield, MO 63005

**SURETY (Name and Address of Principal Place of Business):**  
Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**OWNER: VILLAGE OF LAKE ZURICH**  
70 East Main street  
Lake Zurich, IL 60047

## **BID**

Bid Due Date: March 31, 2021  
Description: 2021 Sanitary Sewer Lining

## **BOND**

Bond Number: N/A  
Date (Not earlier than Bid due date): March 31, 2021  
Penal sum Five Percent of the Amount Bid \$ 5% of the Amount Bid  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

## **BIDDER**

Insituform Technologies USA, LLC (Seal)  
Bidder's Name and Corporate Seal

By: Jana Lause  
Signature

Jana Lause  
Print Name

Contracting & Attesting Officer  
Title

Attest: Diane Partridge  
Signature

Diane Partridge, Contracting & Attesting Officer  
Title

## **SURETY**

Travelers Casualty and Surety Company of America (Seal)  
Surety's Name and Corporate Seal

By: Andrew P. Thome  
Signature (Attach Power of Attorney)

Andrew P. Thome  
Print Name

Attorney-in-Fact  
Title

Attest: Donna Robson  
Signature

Donna Robson, Witness  
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

Project No. 201.001006.01  
March 4, 2021

Bid Security Form  
00 43 13 - 15

Village of Lake Zurich  
2021 Sanitary Sewer Lining

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 1.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 1.2 All Bids are rejected by Owner, or
  - 1.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable



**State of Missouri  
County of St. Louis**

On 3/31/2021, before me, a Notary Public in and for said County and State, residing herein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-In-Fact of

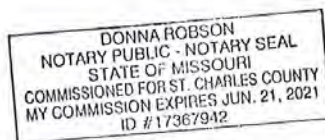
**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

a corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



**Donna Robson, Notary Public**



**My Commission Expires:** \_\_\_\_\_



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome**, of **Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

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

**Robert L. Raney, Senior Vice President**

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



**Marie C. Tetreault**  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

**I, Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **31**

day of **March**

, **2021**



**Kevin E. Hughes**  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

ADDENDUM NO. 1  
VILLAGE OF LAKE ZURICH  
2021 SANITARY SEWER LINING

March 4, 2021

RECEIVED  
APR 02 2021  
BY: .....

TO: ALL PROSPECTIVE BIDDERS

FROM: VILLAGE OF LAKE ZURICH

Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

**ADDENDUM NO. 1**

Due to technical complications with online bidding platform, Addendum No. 1 was created, but there are currently no changes to the Plans and Specifications dated March 4, 2021.

Signed: Jana Lause

Jana Lause Contacting & Attesting Officer  
Printed Name

Insituform Technologies USA, LLC  
Name of Company

**REVISIONS:**

End of Addendum # 1.

ADDENDUM NO. 2  
VILLAGE OF LAKE ZURICH  
2021 SANITARY SEWER LINING

March 26, 2021

TO: ALL PROSPECTIVE BIDDERS

FROM: VILLAGE OF LAKE ZURICH

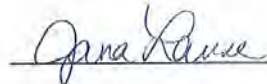
Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

**ADDENDUM NO. 2**

This Addendum is an integral part of the contract documents and shall be treated as such. Bidders shall acknowledge receipt of this Addendum by signing below and including this sheet and utilizing the revised units in the Schedule of Prices in the bid proposal as indicated below.

This Addendum No. 2 contains the following changes; provides a new bid form for clarification of some quantities; provides product acceptances for Dura Seal products for MH repairs; Rejects DuraLine and DuraFlex products for MH repairs; a clarification for the use of chimney seals and for Manhole Lining; and provides a clarification of the bid proposal for submittal.

Signed:



Jana Lause, Contracting & Attesting Officer  
Printed Name

Insituform Technologies USA, LLC  
Name of Company

**REVISIONS:**

1. **Plan Updates:**
  - a. Sheet 3 – Old Mill Grove road (North): the reference label from SMH E-5 to SMH E-6 should read "377' – 30" SAN SEWER LINING"
2. **Updated Schedule of Prices**
  - a. Omit the current Schedule of Prices and replace with the revised Schedule of Prices enclosed (Page 00 41 00-11)
3. **Product Substitutions**
  - a. DuraSeal RM is APPROVED for Manhole point repairs and patching (33 01 30.51 Part 2.03 & 2.04)
  - b. DuraSeal CA is APPROVED for Manhole point repairs and patching (33 01 30.51 Part 2.03 & 2.04)
  - c. DuraLine is NOT APPROVED for Manhole Liner (33 01 30.51 Part 2.06 & 2.07)
  - d. DuraFlex is NOT APPROVED for Manhole Chimney Seals, (33 01 30.64 part 2.01)
4. **Clarifications**
  - a. Chimney Seals: The intent of the Village is to install external seals at any manhole that is physically disturbed as a result of CIPP lining operations. All other non-disturbed structures will have an internally applied product in accordance with the Specifications. External Chimney Seals shall be Model Cretex External Chimney Seal or Equivalent.
  - b. Manhole Lining: The intent of the Village is to have all manholes where CIPP Lining occurring to be rehabbed with a cementitious liner and an epoxy liner topcoat.

201.001006.01 – LZ 2021 CIPP Lining  
Addendum #2

Page 1 of 2



**5. Specifications**

- a. Instructions to Bidders Page 00 21 13 - 5 SUBMISSION OF BIDS Part c: Delete the words "...in duplicate with one..." and "...and one marked COPY." (Only one signed copy is needed)
- b. Instructions to Bidders Page 00 21 13 - 5 SUBMISSION OF BIDS Part d: Delete in its entirety and replace with the following:
  - "d. Contractor shall supply an electronic version of their proposal in Acrobat pdf format with their bid. The pdf can be emailed to the Village Clerk Bea Corral @ [bea.corral@lakezurich.org](mailto:bea.corral@lakezurich.org) AND/OR be included in the bid package in an accessible usb thumb drive."

**End of Addendum #2.**

ADDENDUM NO. 3  
VILLAGE OF LAKE ZURICH  
2021 SANITARY SEWER LINING

March 29, 2021

TO: ALL PROSPECTIVE BIDDERS

FROM: VILLAGE OF LAKE ZURICH

Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

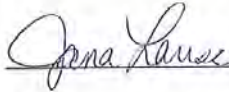
**ADDENDUM NO. 3**

This Addendum is an integral part of the contract documents and shall be treated as such. Bidders shall acknowledge receipt of this Addendum by signing below and including this sheet and utilizing the revised units in the Schedule of Prices in the bid proposal as indicated below.

**THE BID OPENING HAS BEEN MOVED TO FRIDAY APRIL 5<sup>TH</sup> AT 10:00 AM. ALL QUESTIONS ARE TO BE RECEIVED BY 12:00PM (NOON) ON WEDNESDAY MARCH 31<sup>ST</sup>.**

This Addendum No. 3 contains the following changes; provides a new bid form for shifting the pine Tree ROW Storm Lining to an additive; clarifies multiple questions received from bidders; and provides a revised specification section for manhole lining.

Signed:



Jana Lause, Contracting & Attesting Officer  
Printed Name

Insituform Technologies USA, LLC  
Name of Company

**REVISIONS:**

1. **Plan Updates:**
  - a. Sheet 2 – Old Mill Grove road (South): The sewer line from SMH D-18 to SMH D-18A should be highlighted YELLOW. (Indicating that it is intended to be CIPP lined in Bypass Phase B).
2. **Updated Schedule of Prices:**
  - a. Omit the current Schedule of Prices and replace with the revised Schedule of Prices enclosed (Page 00 41 00-11)
3. **Clarifications from Bidder Questions:**
  - a. Has the offset joint between MH 1752 & 1753 been repaired yet? If not, will the City be making the repair prior to us lining this pipe? *The Village will either repair the joint prior to the work, or the section of pipe will be removed from the project if the contractor cannot line through the offset.*
  - b. On page 33 01 30.72-83, 3.02 E mentions inverting the liner with hydrostatic head. Would air inversion be acceptable? *Air inversion is permitted in accordance with ASTM F1216.*
  - c. On page 33 01 30.51-61, 2.02 A mentions removing the loose epoxy coating on the sewers. Which piping was this coating on, and can you tell us what kind of coating it was (applied at pipe manufacturer, field applied, previous lining project, etc.)? *The original construction*

201.001006.01 – LZ 2021 CIPP Lining  
Addendum #3

Page 1 of 3



specifications indicate that the transmission sewer (D-16 to E-7) was coated with Protecto 401™. It is our understanding that the liner was installed by the pipe manufacturer.

- d. For the bypass pumping on Old Mill Grove Road, will it be acceptable to run the bypass down the middle of the road, with road ramps at every intersection or every other intersection? This would eliminate the need for bypass ramps at every driveway. The Village will allow a bypass down the middle of the Old Mill Grove Road subject to approval of the submitted Traffic Control Plan. The Village's approval will be based on several factors, including location, duration, safety, and impact on adjacent residents and motoring public.
- e. For the documents submitted with the bid, are we only to submit those items listed on 00 21 13-5, or do we also need to include those items listed on 33 01 30.72-76, 1.03A? The "Instructions to Bidder" has been revised to include the items listed in article 33 01 30.72-76, 1.03A
- f. Will flat plate samples be acceptable for the testing of the 30" & 36" CIPP? The contractor must adhere to the testing standards established in the project manual.
- g. Do you want LMK end seals on the storm sewer lining too? End seals are required for all lining locations, including storm sewer.
- h. Is there a temporary bypass connection available in the valve vault on the Buffalo Creek Lift Station? There is a 4" riser and associated valving at the Buffalo Creek Lift Station that is available as a bypass connection. Public Works staff must be present for any work at the Lift Station. The Buffalo Creek Lift Station plans will be attached to this Addendum for reference.
- i. Which MHs are to be lined in the area of the 8" sanitary sewer or in the 15" storm lining areas? Is it to be assumed that the upstream and downstream MH of each section being lined (san. or storm) is being MH lined? If this is the case, is there a reason MH E-7 where 30" lining starts is not listed for MH rehab. On the plans? Perhaps there is other exceptions? MH E-7 was repaired with the previous lining project. For purposes of bidding, all manholes are eligible for manhole rehabilitation. The Engineer's Field Representative will confirm MH lining locations with contractor.
- j. Who is responsible for opening all the MH lids that have bent/broken/paved over bolts that made it so they can not currently be opened by standard means? My site visit did not allow me to open a few. Some would not open even with no visible bolts as it is sealed in another way or bolt heads are perhaps broken off? Contractor is responsible for access to manholes. Damaged frames and lids shall be replaced on force account.
- k. Is there a landfill or dumpsite that is available/recommend for debris disposal after the Heavy Cleaning occurs? No. Contractor to follow requirements of Project Manual for Debris Disposal (Sect. 33 01 30.51 – 61).
- l. Is the bid item for Portable Sign meant for each sign if directed to have multiples? Also can you clarify what the "CA WK" unit description means? If "WK" is for "WEEK" than "CA for..."? The Bid Form has been modified to a per DAY usage for Each sign to be used. It is intended that multiple signs can be used and will be paid per DAY of usage.
- m. Did the "Jurisdictional Government entity" ever address bypass going down the center of the street as was inquired about at last year's pre-bid meeting? This would eliminate many driveway issues and greatly reduce drag internally for the bypass flow if allowed. See Question 3.d response above.
- n. The 2019 video available show reduced flow it appears, and wanted to confirm this was done under bypassed flows? I do not believe this was done under bypass conditions. We have confirmed with the Village that bypass or flow reduction was not active during the 2019 televising.
- o. Is there a reason the report/video for section between D-17A and D-17 is not included to view with others? It appears the CCTV contractor did not complete the televising between D-17A and D-17. Assume that the condition is the same as the reach before and after the section.
- p. If one needs to discharge the flow one MH downstream from area where work is being done is there a plan to allow access or room to pull pipes down to what seems to be MH # D-15? I'm assuming since this issue was not raised by any other bidders, that it can be accomplished as shown. The contractor is responsible to plan and execute TEMPORARY FLOW CONTROL in order to accomplish the lining work as described in the Project Manual.

- q. The report for E-6 to E-5 shows it to 377' long but plans show it to be 337' long. I assume report is correct information out of the two? *Previously answered in Addendum No. 2.*
- r. Is there video or reports available for the 15" Storm to also be lined on Pine Tree Row? Or can you confirm if being storm pipe there would be any lateral connections here to reinstate? The curved pipe could make for concerns with equipment for cutting those open depending on locations. Also does curves present gaps at joints anywhere that could cause problems for camera/cleaning steps? Are the curves severe enough that a liner may start to show wrinkles on the wall of the inside edge of the curve and/or is it understood that this will be acceptable in this situation? *Televising information is not available currently for the project. The Village is in process of televising the system and will have information available at the time of award. This item has been placed as an additive on the bid form to allow the possibility of removal from the project without affecting CIPP lining of the sanitary system. Some deformation is expected due to the material type and radiused pipe. The goal is to achieve an improved condition greater than the current.*
- s. If bypass in front of school is done when school is closed as suggested can the curved driveway by the front doors have bypass pipe blocking for a few days if the parking lot entrance still has entrance capabilities provided? *The Contractor must coordinate entrance closures with the School District and Village. The ability to close the entrance will be dependent on School District operations and schedule of events.*
- t. Knowing that a likely an addendum is scheduled for release on Monday from any questions received by today would you please consider at least some extension to the bid due time. Some of these answers could have bearing on changes that could require at least 48+ hours to react properly with all the parties involved. Currently deadline would only allow one full day to finalize changes and still have to have bid sealed to be delivered in time. Also there are possibilities answers to current questions can raise a new question that may also need addressing. *The Bid Opening has been moved to Friday, April 5<sup>th</sup> at 10:00 AM. Final Questions are to be in hand by Noon Wednesday March 31<sup>st</sup>, 2021.*

#### 4. Specifications

- a. Advertisement for Bids Page 00 01 01-3 TIME AND PLACE FOR OPENING BIDS: Replace "...Wednesday March 31<sup>st</sup>,..." with "...Friday April 2<sup>nd</sup>,..."
- b. Instructions to Bidders Page 00 21 13 - 5 SUBMISSION OF BIDS Part b: Add the following after Part 7. "8. CIPP Qualifications (33 01 30.72-76, 1.03A)"
- c. Instructions to Bidders Page 00 21 13 - 8 INTERPRETATIONS: Replace "...Friday March 26,..." with "...Wednesday March 31<sup>st</sup>,..."
- d. Manhole Rehabilitation Section 33 01 30.51: Remove and Replace with the attached revised Manhole Rehabilitation Sheets

End of Addendum #3.

ADDENDUM NO. 4  
VILLAGE OF LAKE ZURICH  
2021 SANITARY SEWER LINING

March 31, 2021

TO: ALL PROSPECTIVE BIDDERS

FROM: VILLAGE OF LAKE ZURICH

Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

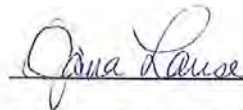
**ADDENDUM NO. 4**

This Addendum is an integral part of the contract documents and shall be treated as such. Bidders shall acknowledge receipt of this Addendum by signing below and including this sheet in the bid proposal.

**CLARIFICATION**

**THE BID OPENING HAS BEEN MOVED TO FRIDAY APRIL 2<sup>nd</sup> AT 10:00 AM.**

Signed: \_\_\_\_\_



Jana Lause, Contracting & Attesting Officer

Printed Name

Insituform Technologies USA, LLC

Name of Company

**REVISIONS:**

**1. Clarifications from Bidder questions:**

- a. Last addendum added wording to Section 33 01 30.52 – 72, Part 3 - Execution, I. Surface Preparation. "3. Existing Coatings shall be removed which may affect the performance and adhesion of the specified coating products." Can you confirm how many or which manholes have said coatings to remove? *Based upon discussions with the Village, the only manholes that had coatings applied were D-16 to E-6 on the 30"/36" transmission main along Old Mill Grove Road/Buffalo Creek. To our knowledge, the manholes were coated with the same Protecto 401 product as the transmission main PCCP pipe.*

**End of Addendum #4.**

201.001006.01 – LZ 2021 CIPP Lining  
Addendum #4

Page 1 of 1

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Insituform Technologies USA, LLC (SEAL)

State of Incorporation: Formed in Delaware

Type (General Business, Professional, Service, Limited Liability): Limited Liability Company

By: Jana Lause  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Jana Lause

Title: Contracting & Attesting Officer  
(CORPORATE SEAL)

Attest Diane Partridge  
Diane Partridge, Contracting & Attesting Officer

Date of Qualification to do business in the State of Illinois is 01 / 20 / 12.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address Insituform Technologies USA, LLC  
17988 Edison Avenue, Chesterfield, MO 63005

Phone No. 636-530-8000 Fax No. 636-530-8701

E-mail jlause@aegion.com

SUBMITTED on March 31, 2021.

State Contractor License No. N/A

Project No. 201.00100601  
March 4, 2021

Bid Form  
00 41 00 - 14

Village of Lake Zurich  
2021 Sanitary Sewer Lining

**NON-COLLUSION AFFIDAVIT**

STATE OF ILLINOIS MISSOURI )  
 ) SS:  
 COUNTY OF ST. LOUIS )

Jana Lause, being first duly sworn on oath  
 deposes and says that:

1. She is the Contracting & Attesting Officer of Insituform Technologies USA, LLC  
 (Position) (Firm)  
 \_\_\_\_\_, the Bidder that has submitted the  
 attached bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all  
 pertinent circumstances respecting such Bid:

3. Such Bid is genuine and is not a collusive or sham bid;

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees  
 or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly  
 or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the  
 Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such  
 Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication  
 or conference with any other Bidder or person to fix any overhead, profit or cost element of the bid price or  
 the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful  
 agreement any advantage against the Village of Lake Zurich or any person interested in the proposed  
 Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any  
 collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents,  
 representatives, owners, employees, or parties in interest, including this affiant.

Signed Jana Lause Title Jana Lause, Contracting & Attesting Officer

Subscribed and sworn to before me this 31st day of March, A.D., 2021.

Diane Partridge  
 DIANE PARTRIDGE  
 Notary Public - Notary Seal  
 STATE OF MISSOURI  
 St. Louis County  
 Diane Partridge, Notary My Commission Expires: July 8, 2024  
 Commission # 12595471

(Notary Public, St. Louis County, Missouri, Illinois)

My Commission Expires: July 8, 2024

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

Project No. 201.001006.01  
 March 4, 2021

Non-Collusion Affidavit  
 00 45 19 - 17

Village of Lake Zurich  
 2021 Sanitary Sewer Lining



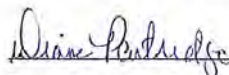
**CERTIFICATE OF COMPLIANCE WITH ARTICLE 33E OF THE CRIMINAL  
CODE OF 1961**

The undersigned, Jana Lause, being the Contractor submitting a bid for the public project as described in these bid documents, hereby certifies that the undersigned is not barred from bidding on the public contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, approved July 28, 1961, as amended.

Date: March 31, 2021

Contractor: Insituform Technologies USA, LLC

By:   
Jana Lause, Contracting & Attesting Officer

Attest:   
Diane Partridge, Contracting & Attesting Officer

Project No 201.001006.01  
March 4, 2021

Certificate of Compliance with Article 33E of the Criminal Code of 1961  
00 45 AA - 18

Village of Lake Zurich  
2021 Sanitary Sewer Lining

### BIDDER'S STATEMENT OF EXPERIENCE

The undersigned, Jana Lause, being the Contractor submitting a bid for the project as described in these bid documents, hereby acknowledges that at least 200,000 feet of 12-inch or greater pipe liner in municipal wastewater collection systems has been installed by said Contractor.

Date: March 31, 2021

Contractor: Insituform Technologies USA, LLC

By: Jana Lause  
Jana Lause, Contracting & Attesting Officer

Attest: Diane Partridge  
Diane Partridge, Contracting & Attesting Officer

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: See attachment 1

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/  
Telephone Number: \_\_\_\_\_

Project Location and Description  
Include Diameter/Length  
Installed: \_\_\_\_\_

Dates of Service/Award Amount: \_\_\_\_\_

Project Engineering Firm \_\_\_\_\_

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/  
Telephone Number: \_\_\_\_\_

Project Location and Description  
Include Diameter/Length  
Installed: \_\_\_\_\_

Dates of Service/Award Amount: \_\_\_\_\_

Project Engineering Firm \_\_\_\_\_

Project No. 201.001006.01  
March 4, 2021

Bidder's Statement of Experience  
00 45 BB - 19

Village of Lake Zurich  
2021 Sanitary Sewer Lining

### LIST OF MAJOR SUBCONTRACTORS

The undersigned expressly agrees that:

- a) If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below; and
- b) The following list includes all subcontractors who will perform work representing approximately five percent or more of the Total Base Bid; and
- c) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required; and
- d) The Bidder shall not, without written consent of the Owner, make any substitution, alterations, or additions to the following list of Subcontractors which is made part of this Bid.
- e) The Bidder shall perform at least 30 percent of the Work under this Proposal.

1. Name: MICHEL'S PIPE SERVICES  
 Address: 6396 WEST 74TH ST. BEDFORD PARK, IL 60638  
 Section of Work: MANHOLE Description of Work: B. MAREHAB + SEALS
2. Name: HOERR CONSTRUCTION  
 Address: 1416 COUNTY ROAD 200 N GOODFIELD, IL 61742  
 Section of Work: MAINLINE Description of Work: LMK LAPEL LINERS
3. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Section of Work: \_\_\_\_\_ Description of Work: \_\_\_\_\_
4. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Section of Work: \_\_\_\_\_ Description of Work: \_\_\_\_\_
5. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Section of Work: \_\_\_\_\_ Description of Work: \_\_\_\_\_
6. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Section of Work: \_\_\_\_\_ Description of Work: \_\_\_\_\_

  
 Signed  
 Jana Lause, Contracting & Attesting Officer

Project No. 201.001006.01  
 March 4, 2021

List of Major Subcontractors  
 00 46 00 - 21

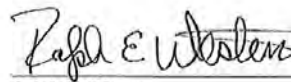
Village of Lake Zurich  
 2021 Sanitary Sewer Lining

**INSITUFORM TECHNOLOGIES USA, LLC**  
**PRESIDENT APPOINTMENT OF**  
**CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies USA, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Gina Gurrieri, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 6, 2020

  
\_\_\_\_\_  
Ralph E. Western  
President

*At the Heart of Community*

## PARK AND RECREATION DEPARTMENT

200 South Rand Road  
Lake Zurich, Illinois 60047(847) 438-5146  
LakeZurich.org

AGENDA ITEM

56

**MEMORANDUM**

Date: April 19, 2021

To: Ray Keller, Village Manager

From: Bonnie Caputo, Recreation Director

Subject: **Park and Recreation External Special Event Request FY21**

**Issue:** According to Special Events guidelines, private events requiring only Park/Facility use with attendance over 100 must be reviewed and approved by the Park and Recreation Advisory Board and then the Village Board of Trustees.

**Analysis:** Below is a summary of the external special event requests the Park and Recreation Department is requesting approval for in FY21:

Event	Date(s) and Time(s)	Location	Estimated Attendance
Ancient Oaks Mighty Oaks Celebration	9/19/21 10am-6pm	Paulus Park Chalet & Shelter A	100+

**Recommendation:** Staff and the Park Advisory Board recommends accepting the above external special event request to utilize park property for FY21 pending Governor's Orders and Restrictions.

w/Attachments: Special Events Application



## Fireworks Display Agreement

### Addendum

This Addendum to the Fireworks Display Agreement ("Addendum") is hereby incorporated by reference into and made a part of the attached Fireworks Display Agreement ("Agreement"). Each reference in the Agreement to any term of this Addendum shall have the meaning as set forth in this Addendum for such term. Any initially capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Agreement. To the extent of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

WHEREAS the ongoing Covid-19 pandemic has impacted and hindered the ability of many industries, with an especially detrimental impact on live events, including the pyrotechnic and special effects industry;

WHEREAS J&M Displays utilizes a "Shoot Team" to conduct each individual display and each Shoot Team consists of persons who are not full-time employees of J&M Displays and over whom J&M Displays has minimal control outside the Display environment; and

WHEREAS the impact of the Covid-19 pandemic has directly impacted J&M Displays' ability to perform fireworks displays in 2020 and is anticipated to possibly present additional difficulties in performing displays in 2021,

#### THEREFORE,

Each party's obligations to perform hereunder will be excused in the case of a Force Majeure Event. Specific to this Addendum, a "Force Majeure Event" is defined to include medical conditions, which result in quarantine or similar limitations or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held. In the case of Seller, a Force Majeure Event includes, without limitation, death, serious illness or incapacity one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

Seller's Rescheduling. J&M Displays will work with all customers to ensure a timely and safe fireworks display, but as noted above, due to circumstances beyond J&M Displays' control, certain fireworks displays in 2021 may have to be rescheduled with limited notice to Buyer. J&M Displays will immediately inform Buyer of any unanticipated Covid-19 related interruption in services and will endeavor to reschedule the display as soon as practical or on a mutually agreeable date in calendar year 2021.

Buyer's Rescheduling. Buyers who believe their display may be cancelled or postponed for Covid-19 related reasons should contact J&M Displays as soon as practical. Buyers who must postpone displays due to circumstances beyond their control who reschedule within calendar year 2021 will not be charged any additional fee.

Cancellation. In the event it becomes necessary for Seller to cancel the fireworks display and not reschedule, Buyer shall be entitled to a full refund of any payment made. In the event Buyer chooses to cancel the display rather than reschedule, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

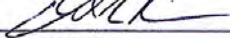


All remaining terms of the Fireworks Display Agreement remain unchanged, and are ratified.

The parties have caused this Addendum to be duly executed as of the 4TH day of July, 2021.

**SELLER: J&M Displays**

**BUYER:** Village Of Lake Zurich

By:   
Print: David Hlavin  
Title: Sales

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_



At the Heart of Community



## SHELTER & FIELD RENTAL APPLICATION

PLEASE NOTE, PICNIC TABLES ARE ONLY AVAILABLE AT PAULUS PARK  
DRIVING IN OUR PARKS IS STRICTLY PROHIBITED FOR ANY REASON

### SHELTER RENTALS

- ☐ Braemar Park - 608 Chesterfield Lane  
☐ Bristol Trails Park - 1130 Bristol Trails Road  
☐ Chestnut Corners - 1234 Pheasant Ridge Road  
☐ Manor Park - 5 Miller Road  
☐ Oak Ridge Park - 351 Lions Drive  
☐ Old Mill Grove Park - 285 Old Mill Grove  
☒ Paulus Park Shelter A - 200 S. Rand Road  
☐ Paulus Park Shelter B - 200 S. Rand Road  
☐ Paulus Park Shelter C - 200 S. Rand Road  
☐ Paulus Park Stage - 200 South Rand Road  
☐ Staples Park - 510 Red Bridge Road

*Yes, Sunday*  
☒ Paulus Park Chalet

### FIELD RENTALS

- ☐ Braemar Park - 608 Chesterfield Lane  
☐ Bristol Trails Park - 1130 Bristol Trails Road  
☐ Buffalo Creek Park - 675 Old Mill Grove Road  
☐ Chestnut Corners/Hunters Creek - 1235 Pheasant Ridge Dr  
☐ Countryside East Soccer - 683 Old Mill Grove  
☐ Countryside West Soccer - 1200 Deep Path  
☐ Manor Park - 5 Miller Road  
☐ Old Mill Grove Park - 285 Old Mill Grove  
☐ Orchards Park - 567 Lawrence  
☐ Staples Park - 510 Red Bridge Road  
☐ Wicklow Ball Field - 815 March Street  
☐ Wicklow West Park - 1154 O'Malley Street  
☐ Zuriles Park - 71 Pleasant

- 1 Date of Rental 9/19/2021 SUNDAY Arrival 10:00 <sup>am</sup> Departure 6:00 <sup>pm</sup>  
 2 Contact Jock Thode Cell 847-571-7450 Home \_\_\_\_\_  
 3 Street Address 52 Robertson Rd City Lake Zurich  
 4 E-Mail Address jthode@comcast.net Date of Birth 7-5-1957  
 5 Purpose of Rental Mighty Oaks Celebration  
 6 Expected Attendance 100 Will Alcohol Be Served? ☐ Yes ☒ No (If yes, see policy 13)  
 7 Please describe any material, literature or equipment you will supply for your group:  
all sorts - into on many aspects of oak trees/nature  
 8 Americans with Disabilities Act Special Needs: ☐ Yes ☒ No (If so, please specify)  
 9 Will there be an admission charge/donation? ☐ Yes ☒ No (If so, how much and why?)

\*Lake Zurich Residents Only; It is not permissible for Non-Residents to secure a liquor license.

### WILL YOU BE USING SPECIAL EQUIPMENT?

- ☐ Yes ☒ No (If so, please specify) not that I know right now

The Village does not supply special equipment. You must request permission & obtain a certificate of insurance naming Village of Lake Zurich as an additional insured to use special equipment on Village property. The use of generators and other noisy equipment is prohibited. Water is not available at any of the parks. **TENT PERMITS/FEE'S ARE APPLICABLE**







*At the Heart of Community*

PARKS AND RECREATION DEPARTMENT

200 South Rand Road  
Lake Zurich, Illinois 60047

(847) 438-5146  
LakeZurich.org

AGENDA ITEM

5H

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**MEMORANDUM**

Date: April 19, 2021  
To: Ray Keller, Village Manager  
From: Bonnie Caputo, Recreation Director  
Subject: **2021 Fireworks Agreement**

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**Issue:** The Village of Lake Zurich's three-year firework contract with J&M Displays was set to expire after the 2020 July 4<sup>th</sup> event. Due to 2020 COVID-19 local, state and federal restrictions pertaining to events, the Village of Lake Zurich had to cancel the July 4<sup>th</sup> event postponing the fireworks show to FY2021. J&M Displays provided documentation to the Village of Lake Zurich extending our current contract to 2021 as well as acknowledging the receipt of the \$15,000 deposit confirming that it would be applied to our 2021 fireworks order (balance of \$15,000 is due at the time of the service; event is supported by the Hotel Motel Tax Fund). J&M Displays has stored our purchased fireworks product for the anticipated display at Paulus Park on Sunday, July 4, 2021. They have sent the Village an updated agreement and addendum for our review and approval.

**Analysis:** In the attached agreement, the sections related to postponement and cancelation as well as the inclusion of the addendum differ from previous years due to the pandemic environment that they anticipate coming up against this year. In the 2020 agreement, in regards to termination, "the Village may terminate the remainder of the services no later than January 1 of the year in which the services are to be provided to the Village by J&M Displays". In the attached agreement, if the Village were to postpone the fireworks display to 2022, J&M Displays would be entitled to 15% (\$4,500) of the total contract price in addition to the \$30,000. If the Village were to postpone the July 4<sup>th</sup> display and reschedule to an alternative date in 2021, there would be no additional fees assessed. Finally, if the Village were to cancel the fireworks display altogether not to be rescheduled, J&M Displays would be entitled to 20% (\$6,000) of the total contract price. (Cancelations made by J&M Displays entitle the Village to a full refund.)

The department did reach out to our J&M Displays representative regarding the section labeled Seller's Rescheduling section and they are open to modifications to protect the Village from forced rescheduling in FY21 (will allow us to move the deposit to FY22 with no additional fees).

**Recommendation:** At their meeting on April 13, 2021, the Park and Recreation Advisory Board recommended approval of the J&M Displays Fireworks Display agreement and addendum with the balance of the agreement to be paid at the time of service on July 4, 2021.

w/Attachments:

2020 Letter of Extension

2021 Fireworks Display Agreement

Exhibit A & Fireworks Display Agreement Addendum





MEMBERS OF AFA, ASA, IFA, IFA, IFA, IFA, IFA, IFA, IFA

May 20, 2020

Village of Lake Zurich  
Parks & Recreation Department  
200 South Rand Road  
Lake Zurich, IL 60047

To Whom It May Concern:

We have received notice that because of the COVID-19 situation, you have decided to cancel your July 4, 2020, fireworks display.

It has come to our attention that your Multiple Year Agreement Extension expires in 2020, but we will be happy to extend it to 2021 because of the situation.

Also, we are acknowledging receipt of your \$15,000 (check #118737) deposit on January 27, 2020. This deposit will be held and applied to your 2021 fireworks order.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

James J. Oetken  
Chief Executive Officer

dh  
cc: David Hlavin

18064 170th Avenue, Yarmouth, Iowa 52660-9772  
1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com



## FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 21ST day of March, 2021, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and Village of Lake Zurich, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$30,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 4Th, 2021 at approximately 9:15 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. Firing of Display (check one of the below options):**

- ☒ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.
- ☐ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

**2. Payment. The Buyer shall pay to the Seller (check one of the below options):**

- ☐ the sum of \$\_\_\_\_\_ as a down payment upon execution of this Agreement. The balance of \$\_\_\_\_\_ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☒ \$30,000.00 in full by April 26Th (70 days prior to event date).  
The Buyer will receive the 8% prepayment bonus product in this fireworks display.
- ☐ \$\_\_\_\_\_ in full by \_\_\_\_\_ (30 days prior to event date).  
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

**3. Postponement/Cancellation.** Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

**4. Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of TBD or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

**5. Insurance.** If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.



**6. Buyer agrees to provide:**

- (a) Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) Protection of the display area by roping off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Dry, clean sand, if needed, for firing.
- (e) Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f) Necessary local permits.

**7.** No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

**8.** It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

**9.** The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

**10. Excluded Damages and Limitation of Liability.** Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

- (a) In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
- (b) In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

**11. Choice of Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: \_\_\_\_\_

J & M Displays, Inc.  
SELLER

BY: \_\_\_\_\_

BUYER

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.



*At the Heart of Community*

PUBLIC WORKS DEPARTMENT

505 Telser Road  
Lake Zurich, Illinois 60047

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

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MEMORANDUM

**Date:** April 14, 2021  
**To:** Ray Keller, Village Manager  
**From:** Michael J. Brown, Director of Public Works  
**Subject:** 2021 Crack Sealing (LCML Cooperative Bid)  
Award Recommendation

**Issue:** The FY 2021 budget includes \$50,000 in the Motor Fuel Tax (MFT) fund for preventive street maintenance.

**Background:** In order for the Village to receive a return on investment for the significant investment made on its annual street resurfacing program, a street maintenance program is necessary. The preferred method of crack sealing addresses the freeze/thaw cycles that cause bituminous asphalt to become brittle and develop cracks. If left untreated, these cracks introduce moisture to the pavement structure which leads to premature pavement deterioration and higher reconstruction costs. A crack sealing program is typically introduced three to five years after a street is resurfaced and can add 10 years to the life of a street.

**Village Strategic Plan:** This agenda item is consistent with the following Goals and Objectives of the Strategic Plan.

- Goal #3 – Infrastructure: *Develop and formalize a long-range street maintenance program.*
- Goal #4 – Service Sustainability: *Identify Methods of Alternate Service Delivery.*

**Analysis:** The Village has historically participated in a cooperative bid agreement with other municipalities through the Lake County Municipal League (LCML). Doing so allows the Village to secure a more competitive unit price.

The original LCML Crack Sealing program was bid on March 18, 2020, with an option to extend the contract for two additional consecutive years. On January 6, 2021, the LCML approved year one, of two (1 year) extensions.

**Recommendation:** Award a contract for the 2021 Crack Sealing Program to Patriot Pavement Maintenance, Inc. of Des Plaines, IL at the unit price of \$1.17 per pound of sealant, in a not-to-exceed amount of \$50,000.

**W/Attachments:**

1. Bid Submittal – Patriot Pavement Maintenance, Inc.



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GENERAL INSTRUCTIONS

**LAKE COUNTY MUNICIPAL LEAGUE  
COOPERATIVE PURCHASING PROGRAM**



**BID PACKAGE**

**PART I OF II**

**Sealed Bid Due: 11:30am MARCH 18, 2020**

**GENERAL INSTRUCTIONS**

LAKE COUNTY MUNICIPAL LEAGUE COOPERATIVE PURCHASING PROGRAM  
1937 MUNICIPAL WAY  
ROUND LAKE BEACH, IL 60073  
**PUBLIC NOTICE / INSTRUCTIONS TO BIDDERS**

1. **Bid Due Date/Time.** The Lake County Municipal League, Cooperative Purchasing Program will receive sealed proposals for the work described herein at the Village of Round Lake Beach, 1937 N. Municipal Way, Round Lake Beach, IL, until 11:30am on WEDNESDAY, March 18, 2020.
2. **Description of Work.** The proposed Work is described in documents contained in **PART II of this packet**. All work (**THE WORK**) consists of all materials, labor, and equipment for the completion of **THE WORK** in quantities and types for the Municipalities (**OWNER**) listed on the specific **QUANTITY SHEET**.
3. **Time of Work.** The contract period is from April 1, 2020 to September 30, 2020 and may be extended for up to two additional consecutive years at the Owner's discretion.
4. **Legal Compliance.** Bidders must comply with applicable Illinois Law requiring the payment of prevailing wages by contractors working on publicly funded projects and Bidders must comply with applicable Illinois Statutory requirements regarding labor, including but not limited to Equal Employment Opportunity Laws. To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. In addition, Bidders must comply with all other applicable federal, state, and local laws, orders, rules, and regulations.
5. **Obtaining Bid Package.** Bid Packages can be obtained electronically by request to [info@lakecountyleague.org](mailto:info@lakecountyleague.org).
6. **Preparation of Proposals.** All proposals for the WORK shall be made only on the forms found within the **PART II** of this Bid Package. Complete and submit the **QUANTITY SHEET** for every item for each **COMMODITY**. All proposals must include **QUANTITY SHEETS, SCHEDULE OF PRICES** and all documents bearing an original signature of authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate proposals unless called for, or that contain irregularities of any kind may be rejected.
7. **Reduction in the Scope of Work.** The **QUANTITY SHEET** is a complete listing of the WORK to be completed. However, due to budgetary constraints, the awarding authority reserves the right to substantially reduce the scope of work to be completed under the contract to fit their budget. No allowance will be made for delay or anticipated profits as the result of a decrease in the quantities of work to be performed.
7. **Clarifications.** Bidders' questions on the intent or meaning of the documents found within the Bid Package shall be in writing submitted to **LCML COOP REP** listed below. The **LCML COOP REP** will provide a written response to all questions to holders of the Bid Packages. When necessary, clarification will be provided via Addenda to all Bid Package holders. Responses will be sent to the Bidder's Representative electronically, and will be available at Round Lake Beach Village Hall as noted in item 4 above. **OWNER** reserves the right to make corrections, clarifications, or changes in this Notice to Bidders at any time prior to the time proposals are opened. The **LCML COOP REP** will provide Addenda to all Bidder's Representatives of said corrections, clarifications, or changes.
8. **Delivery of Proposals.** Each shall be submitted in a sealed envelope plainly marked with the title of the **COMMODITY** and Bidder's full legal name and shall be addressed and delivered to the place and before the time set forth in item 10 below. **PROPOSAL/BID** packages may be delivered by mail or in person. **PROPOSAL/BID** documents transmitted electronically by fax or other similar means will not be accepted. **PROPOSAL/BID** received after the time specified above will be returned unopened.
9. **Guaranty of Proposals.** A bid bond, cashier's check, certified check, or cash in an amount not less than five (5) percent of the bid amount will be required at the time the proposal is delivered.
10. **Opening of Proposals.** Sealed **PROPOSAL/BID** packages will be publicly opened and read aloud at the Round Lake Beach Village Hall Council Chambers beginning at 11:30am on WEDNESDAY, March 18, 2020. Bidders, their authorized agents, and interested parties are invited to be present.
11. **Withdrawal of Proposals.** No **PROPOSAL/BID** shall be withdrawn for a period of sixty (60) days after the opening of any proposal.
12. **Rejection of Proposals.** **PROPOSAL/BID** documents not submitted on the forms found within the Bid Package or that are not prepared in accordance with the Bid Documents may be rejected, or the **LCML COOP REP** may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with the Bid Documents.
13. **Acceptance of Proposals:** **PROPOSAL/BID** packages submitted are offers only and the decision to accept or reject by each **OWNER** for each **COMMODITY** is a function of reputation, reliability, quality, expertise, and capability of the Bidder. The **LCML COOP REP** and/or **OWNER** reserves the right to reject any and all proposals; to reject the low price proposal; to waive all technicalities, omissions, errors, erasures, alterations, and additions not called for; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.
14. **Award of Contract.** **OWNER** reserves the right to make an award which, in its judgment, is the best and most favorable to the interests of **OWNER** and the public. **OWNER** will provide Notice of Award to the successful bidder electronically, and via US Mail within 35 days of Bid Opening.
15. **Contract Bond.** Upon Award of Contract, the successful bidder shall post, with good and sufficient sureties, a bond in the total amount of the Contract to insure the Work will be completed, including payment of material used on the project, and all labor performed to complete the project.
16. **Utility Coordination:** The successful bidder and all subcontractors shall be responsible for all locate requests and coordination.

By: LCML COOP REP (Mandi Florip) (847) 553-5612 [mflorip@lakecountyleague.org](mailto:mflorip@lakecountyleague.org)

**GENERAL INSTRUCTIONS**

**Lake County Municipal League  
Cooperative Purchasing Program**

**PART I**

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## **GENERAL INSTRUCTIONS**

### **1. Interpretation of Documents and Governing Standards**

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

E. Governing Standards. Except as otherwise may be specified in PART II of the Bid Package as a "Special Provision", the IDOT Standards and Specifications for Road and



## **GENERAL INSTRUCTIONS**

Bridge Construction, Adopted January 1, 2012, and the accompanying Supplemental Specification and Recurring Special Provisions, Adopted January 1, 2015 are adopted and are included herein.

### **2. Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

### **3. Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

### **4. Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

### **5. Insurance, Permits and Licenses**

The Contractor is advised that insurance limits and requirements per IDOT Standards and Specifications for Road and Bridge Construction, Section 107.27 will be required for all work unless specifically amended in PART II of the Bid Package for a specific commodity.

Also, except as otherwise may be expressly provided in PART II of the Bid Package, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

## **GENERAL INSTRUCTIONS**

### **6. Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package (Part II). The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

### **7. Signature Requirements**

- A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

### **GENERAL INSTRUCTIONS**

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

#### **8. Bid Security**

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check, Bid Bond or cash as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks, Certified Checks or cash will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and

## **GENERAL INSTRUCTIONS**

determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

### **9. Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Public Notice/Instructions to Bidders. All Bidder's Proposals received after the time for the opening of bids specified in the Public Notice/Instructions to Bidders will be returned unopened. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

### **10. Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that a request in writing, executed by Bidder, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

### **11. Qualification of Bidders**

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plan of Bidder that is available for the Work. Information pertaining to financial

## **GENERAL INSTRUCTIONS**

resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

### **12. Disqualification of Bidders**

A. **More Than One Bidder's Proposal.** No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. **Collusion.** If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. **Default.** If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

### **13. Award of Contract**

A. **Reservation of Rights.** Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.



## **GENERAL INSTRUCTIONS**

B. **Firm Offers.** All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. **Time of Award.** It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

### **14. Notice of Award; Effective Date of Award**

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

### **15. Closing of Contract**

A. **Closing Date.** Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. **Conditions Precedent to Closing.** On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

### **GENERAL INSTRUCTIONS**

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

#### **16. Failure to Close**

A. Annulment of Award: Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

#### **17. Basis for Determining Prices**

It is expressly understood and agreed that:

1. The approximate quantities set forth in the Schedule of Prices/Schedule of Quantities for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

### **GENERAL INSTRUCTIONS**

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and release.

18. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Part II for the Commodity, and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Part II. Working hours are defined as being from 7:00 am to 6:00 pm, unless otherwise defined in Part II of the Bid Packet, however OWNER reserves the right to negotiate final work hours.

19. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

20. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

**GENERAL INSTRUCTIONS**

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

21. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

22. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

**BIDDER'S SWORN ACKNOWLEDGEMENT****MANDATORY TO RETURN WITH BID****Lake County Municipal League  
Cooperative Purchasing Program****BIDDER'S SWORN ACKNOWLEDGEMENT**

Matt Sollars ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY****1. Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of ILLINOIS, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Patriot Pavement Maintenance.

The officers of the corporation are as follows:

<b><u>TITLE</u></b>	<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
President	<u>Matt Sollars</u>	<u>825 Seegers Rd D.P. IL 60016</u>
Vice President	<u>Matt Sollars</u>	<u>825 Seegers Rd D.P. IL 60016</u>
Secretary	<u>Matt Sollars</u>	<u>825 Seegers Rd D.P. IL 60016</u>
Treasurer	<u>Matt Sollars</u>	<u>825 Seegers Rd D.P. IL 60016</u>



**BIDDER'S SWORN ACKNOWLEDGEMENT****MANDATORY TO RETURN WITH BID****2. Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_ pursuant to that certain Partnership Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The general partners of the partnership are as follows:

**NAME****ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Individual**

Bidder is an individual whose full name is \_\_\_\_\_, whose residence address is \_\_\_\_\_ and whose business address is \_\_\_\_\_. If operating under a trade or assumed name, said trade or assumed name is as follows: \_\_\_\_\_.

**4. Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows:

**NAME (and ENTITY TYPE)****ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER'S SWORN ACKNOWLEDGEMENT****MANDATORY TO RETURN WITH BID**

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 4<sup>th</sup> day of March, 2020.

Attest/Witness:

Matt Sollans  
Bidder

By: [Signature]

By: Matt Sullivan

Title: off mng

Title: PRESIDENT

Subscribed and Sworn to  
before me this 4 day  
of March, 2020

My Commission Expires: 1-5-2022

[Signature]  
Notary Public



**BIDDER'S SWORN HISTORY and EXPERIENCE STATEMENT****MANDATORY TO RETURN WITH BID****Lake County Municipal League  
Cooperative Purchasing Program****HISTORY STATEMENT**

Matt Sollars ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS****JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT****1. Nature of Business**

State the nature of Bidder's business:

Asphalt machines

**2. Composition of Work**

During the past three years, Bidder's work has consisted of:

___ % Federal	___ % As Contractor	___ % Bidder's Forces
___ % Other Public	___ % As Subcontractor	___ % Subcontractors
___ % Private	___ % Materials	

**3. Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 11 years

**BIDDER'S SWORN EXPERIENCE AND WORK HISTORY****MANDATORY TO RETURN WITH BID****4. Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
/	/	/

**5. Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
IDOT	Illinois	576c	April 30

**BIDDER'S SWORN EXPERIENCE AND WORK HISTORY****MANDATORY TO RETURN WITH BID****6. Experience and Work History**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>LCIM</u>	<u>Niles</u>	<u>Arlington Hts</u>
Owner Address	<u>Multiple towns</u>	<u>6849 W. Touhy</u> <u>Niles Ill</u>	<u>174 N. Sarles</u> <u>Arlington Hts</u>
Reference	<u>Mandy Florip</u>	<u>Fred Brown</u>	<u>Patrick Smith</u>
Telephone Number		<u>847-875-8414</u>	<u>847-368-5938</u>
Type of Work	<u>Crack Sealing</u>	<u>Crack Sealing</u>	<u>Crack Sealing</u>
Contractor (If Bidder was Subcontractor)	<u>MR</u>	<u>NO</u>	<u>NO</u>
Total Contract Value	<u>275,000</u>	<u>150,000</u>	<u>200,000</u>
(Sub-Contract Value)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Date Completed	<u>10-2017-18-19</u>	<u>2018-2018-2019</u>	<u>2017-18-19</u>

**SIGNED and DATED** this 4 day of March, 2020

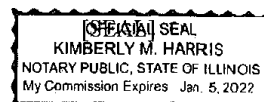
**Bidder Signature** [Signature] - PRESIDENT **Title and Print Name** Matt Sollars

**ATTEST/WITNESS**

Subscribed and Sworn to  
before me this 4 day  
of March, 2020

My Commission Expires: 1-5 2022

[Signature]  
Notary Public





**BIDDER'S SWORN EXPERIENCE AND WORK HISTORY****MANDATORY TO RETURN WITH BID**

LR107-7  
Page 1 of 1

State of Illinois  
DEPARTMENT OF TRANSPORTATION  
Bureau of Local Roads & Streets

SPECIAL PROVISION  
FOR  
WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999  
Revised: January 2, 2013

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at [www.state.il.us/a/encyr/idol/rates/rates.htm](http://www.state.il.us/a/encyr/idol/rates/rates.htm). If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.  
  
The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

# **LAKE COUNTY MUNICIPAL LEAGUE COOPERATIVE PURCHASING PROGRAM**



## **BID SUBMITTAL PACKAGE**

### **PART II**

## **CRACK SEALING**

**Sealed Bid Due: Defined in PART I**

**Lake County Municipal League  
Cooperative Purchasing Program**

**CONTRACT FOR**

**CRACK SEALING**

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1. Bid Submittal Cover Sheet and Check List
2. Bidder's Proposal
3. Bidder's Security (Bid Bond and Contract Bond)
4. Attachment A - Special Provisions

**Lake County Municipal League  
Cooperative Purchasing Program**

**BIDDER'S PROPOSAL**

**CRACK SEALING**

Full Name of Bidder Patriot Pavement Maintenance ("Bidder")  
 Principal Office Address 825 Seegers Rd - Des Plaines, IL 60016  
 Local Office Address 825 Seegers Rd - Des Plaines, IL 60016  
 Contact Person Matt Sollars Telephone 847-813-9034  
 Contact E-mail Address Matt@patriotpavement.net  
 TO: Lake County Municipal League ("Owner")  
 1937 Municipal Way  
 Round Lake Beach, IL 60073  
 Attention: **LCML COOP REP**

**Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").**

**Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.**

**1. Work Proposal**

A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for crack sealing; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto. OWNER will set START and COMPLETION dates.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

3. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, Bid Bond or cash as specified in Section 9 of the Invitation for Bidder's Proposals for the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security"). If in the form of Bid Bond, utilize attached BLR 12230.

4. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 4 day of March, 2020

Attest/Witness:

Patriot Pavement Maintenance

Bidder

By: [Signature]

By: [Signature]

Title: off mng'r

Title: PRESIDENT



**Lake County Municipal League  
Cooperative Purchasing Program  
Crack Sealing**

**ATTACHMENT A  
SPECIAL PROVISIONS**

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Street and Highways" in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

**I. AWARD OF CONTRACT**

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

The total Contract Price is defined as Bidder's Proposal for making Entire Improvements as in the Schedule of Prices.

**II. CONTRACT TIME and START DATE**

Contractor shall perform the Work between April 1, 2020 through September 1, 2020, and may be extended for up to two additional consecutive years at the Owner's discretion.

Upon receiving the Notice To Proceed, the contractor shall coordinate work with the OWNER.

All work shall be completed within 14 days of the start date unless otherwise arranged with the OWNER.

**III. DESCRIPTION OF WORK**

The Work described in these specifications consists of performing Crack Sealing for the municipalities listed in the SCHEDULE OF QUANTITIES.

**IV. FUNDING SOURCE**

This maintenance function is funded with either General Revenue or Motor Fuel Tax funds depending on the municipality and is subject to all requirements set forth by the State of Illinois.

## **V. SCOPE OF WORK**

As directed by the OWNER, Contractor shall complete Hot-Mix Asphalt Crack Sealing in the locations determined and laid out by the OWNER. Contractor will be provided a list of addresses and or map of all the work locations with quantities.

## **VI. CRACK SEALING HOT-MIX ASPHALT PAVEMENT**

This work shall be done in accordance with Section 451, 452 regardless of the type of pavement, and Section 701, Traffic Control, of the IDOT Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, and IDOT Supplemental Specifications and Recurring Special Provisions, adopted April 1, 2016.

The sealing compound shall be of rubber-asphalt hot-poured type conforming to ASTM D6690. Type II and Federal Specification SS-S-164. The contractor shall submit the manufactures specifications for the hot-poured rubber-asphalt materials at least seven (7) days prior to the start of any work.

Primary transverse and/or longitudinal working cracks shall be routed, cleaned, dried and sealed. Any adjacent secondary cracks shall be only cleaned and sealed. Cracks shall be routed as nearly as possible in a straight line, approximately  $\frac{3}{4}$ " wide by  $\frac{3}{4}$ " deep as close to a one-to-one ratio as possible. After routing is completed and prior to filling, dust and debris shall be blown from the crack with compressed air and the crack area shall be exposed to a heat lance in order to ensure the crack is completely dry.

A cover material consisting of dry sand approved by the Engineer or his designee shall be applied immediately to the hot-poured rubber-asphalt sealant to minimize tracking by vehicular traffic. The cost of this work shall be considered incidental to the contract. No additional compensation will be paid for application of a cover coating.

Within 48-hours of completion of the roadway crack filling operations, the work areas shall be cleaned of any debris created from the crack routing and crack sealing process at no additional cost. A sweeper unit shall be utilized capable of sweeping and vacuuming any accumulated debris created from the contractors operations.

All material must be pre-approved by the State of Illinois and proof of approval shall be furnished to the OWNER.

## **VII. CONTRACTOR PREQUALIFICATION**

All contractors and subcontractors in evidence of their competence to perform the work in accordance with Check Sheet LRS6 shall furnish a certified or photostatic copy of an IDOT Certificate of Eligibility precedent to issuance of proposal documents.

## **VIII. COORDINATION WITH THE OWNER**

Contractor shall notify the OWNER at least forty-eight (48) hours prior to the commencement of all work.

**IX. CONTROL OF WORK**

**A. PRE-CONSTRUCTION NOTICES**

The OWNER may request that the Contractor provide advance notice of planned work. If requested, the Contractor shall place signage or distribute notices per OWNER'S requirements.

**X. TRAFFIC CONTROL**

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic signal devices as may be necessary for the purpose of regulating, warning, or guiding traffic and pedestrians. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 of the SSRB and shall conform to all applicable sections of the Manual on Uniform Traffic Controls for Streets and Highway Construction, Maintenance, Utility and Incident Management Operations. All traffic protection will be considered incidental to the cost of the contract and will not be paid for separately.

**XI. PAYMENT**

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor.

Once the OWNER has certified the completion and quality of the Work, payment will be made to Contractor.

The price for CRACK SEALING shall include routing, cleaning, drying the cracks, furnishing and pouring the sealant, cover coating, sweeping, and all incidentals necessary to complete the work as specified and shall be paid for per POUND.

**2020 LCML COOP****CRACK SEALING****SCHEDULE OF QUANTITIES**

The table below represents estimated quantities provided by each Owner. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are the Owner's estimate only and that Owner reserves the right to increase or decrease such quantities based on the Standard Specifications.

Name	Municipality	Email Address	Pounds
Pete Stoehr	Lake Zurich	pstoehr@manhard.com	40,000
Pete Stoehr	Lakemoor	pstoehr@manhard.com	15,000
Moses Amidei	Wadsworth	mamidei@villageofwadsworth.org	10,000
Adrian Marquez	Beach Park	Adrian.marquez@villageofbeachpark.com	23,000
Erika Frable	Hawthorn Woods	EFrable@vhw.org	45,000
Kelsey Langelier	Mundelein	klangelier@mundelein.org	40,200
Scott Hilts	Round Lake Beach	shilts@roundlakebeachil.gov	20,000
Ben Metzler	Green Oaks	bmetzler@rhmg.com	25,000
Adam Wedoff	Round Lake	awedoff@eroundlake.com	15,487
Mike Brady	Libertyville	mbrady@libertyville.com	29167
Ralph Kuhlman	Barrington	rkuhlman@barrington-il.gov	30,000
Beth McAndrews	Deer Park	bmcandrews@vodp.net	24,400
Chaz Hernandez	Lindenhurst	chernandez@lindenhurstil.org	28,000
<b>TOTAL</b>			<b>345,254</b>

**CONTRACTOR'S 2020 SCHEDULE OF PRICES****COMPLETE TABLE AS INDICATED**

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Crack Sealing	POUND	345,254	\$ 1.17	\$403,947.18



LR107-7  
Page 1 of 1

State of Illinois  
DEPARTMENT OF TRANSPORTATION  
Bureau of Local Roads & Streets

SPECIAL PROVISION  
FOR  
WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999  
Revised: January 2, 2013

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at [www.state.il.us/agency/dol/rates/rates.htm](http://www.state.il.us/agency/dol/rates/rates.htm). If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.  
  
The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor

**Document A310™ – 2010**

Conforms with The American Institute of Architects AIA Document 310

**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Patriot Pavement Maintenance  
825 Seegers Road  
Des Plaines, IL 60016

**OWNER:***(Name, legal status and address)*

Lake County Municipal League Cooperative Purchasing Program  
1937 N. Municipal Way  
Round Lake Beach, IL 60073

**SURETY:***(Name, legal status and principal place of business)*

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038  
Mailing Address for Notices  
1411 Opus Place, Ste. 450  
Downers Grove, IL 60515

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

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

**BOND AMOUNT:** \$ 5% Five Percent of Amount Bid

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


Cracksealing

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

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

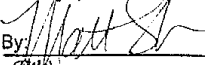
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 18th day of March, 2020

  
(Witness)


Patriot Pavement Maintenance

*(Principal)**(Seal)*

By:  PRESIDENT  
(Title)

Hudson Insurance Company

*(Surety)**(Seal)*

By:   
(Title) Stephen T. Kazmer Attorney-in-Fact



S-0054/AS 8/10

State of IL  
 County of DuPage

**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Graciela Casaus Notary Public of DuPage County, in the State of IL ,  
 do hereby certify that Stephen T. Kazmer Attorney-in-Fact, of the Hudson Insurance  
 Company who is personally known to me to be the same person whose  
 name is subscribed to the foregoing instrument, appeared before me this day in person, and  
 acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
 Hudson Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in  
 said County, this 18th day of March , 2020 .



*Graciela Casaus*

Notary Public

Graciela Casaus

My Commission expires: May 5, 2023

Bond No. Bid Bond



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Stephen T. Kazmer of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly attested on this 14th day of December, 2017 at New York, New York.



Attest  
Dina Daskalakis  
Corporate Secretary

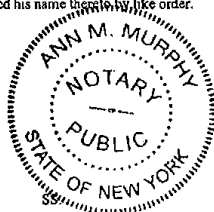
HUDSON INSURANCE COMPANY

By  
Michael P. Clifone  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 14th day of December, 2017, before me personally came Michael P. Clifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067543  
Qualified in Nassau County  
Commission Expires December 10, 2021

## CERTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 18th day of March, 2020.

(Corporate seal)



By  
Dina Daskalakis  
Secretary



*At the Heart of Community*

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road  
Lake Zurich, Illinois 60047

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

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MEMORANDUM

Date: April 19, 2021

To: Ray Keller, Village Manager

From: Roy Witherow, Assistant Village Manager  
Sarosh Saher, Community Development Director

CC: Tim Verbeke, Planner

Re: **Courtesy Review – Establishment of “Direct Cremation” Services in the Industrial District (708 Telser Road)**  
**Proposal by Paul Chapman (associated with Journey Cremation)**

---

**Issue:** Mr. Paul Chapman, associated with Journey Cremation is proposing the establishment of “Direct Cremation” services at the property at 708 Telser Road located in the Lake Zurich Corporate Industrial Park. The land use for crematories is not provided for in the I-Industrial District and will require an amendment to the text of the zoning code to be allowed.

“Direct Cremation” by definition, takes place when the deceased is taken directly into the care of the crematorium without any visitation and or funeral service. Upon completion of the cremation process, the cremains are either delivered by the company or returned via USPS mailing protocol back to the source such as a funeral home or directly to the deceased’s successors.

Mr. Chapman is presenting the proposal at a Courtesy Review to describe the land use and obtain feedback on the likelihood of this use being allowed in the I-Industrial district.

**Village Strategic Plan:** This agenda item is consistent with the following objectives under Goal #2 – Development:

- Expand the Village’s Role as a major regional economic hub in Lake County

**Background:** Over the past few months, the Community Development Department has received a number of inquiries about establishing crematories within Lake Zurich’s corporate and industrial park. However, because the land use is not provided for in the I-Industrial District, these inquiries have not resulted in any formal application for consideration.

Courtesy Review – Direct Cremation Services  
April 19, 2021

page 2

This request was introduced to the village by commercial broker, Ms. Lisa Gagliano of Coldwell Banker Commercial NRT on behalf of her client Mr. Paul Chapman who is associated with Journey Cremation, a company that provides “direct cremation” services to the public and the funeral industry. In this business model, there is no provision for funerals or visitation by the public. The preference is an industrial location with the deliberate intention not to encourage visitors. The Applicant seeks to occupy a 1,653 square-foot tenant space at 708 Telser Road.

Establishment of such a use in the industrial district will require an amendment to the text of the zoning code to allow such a use.

**Analysis:** Staff offers the following information for the Village Board to consider as it relates to the proposed land use and its operation:

1. **Land Uses.** The Applicant is requesting the establishment of the land use within the I-Industrial District. The land use is not currently provided for within such district.

Direct Cremation Services are classified in the Standard Industrial Classification Codes (SIC) under SIC #7261 Funeral Services and Crematories. In Lake Zurich, funeral homes or parlors (726), including crematories are only allowed as a Special Use in the B-I Local and Community Business District. It should be noted that funeral parlors alone without crematories are also allowed in the O-1 and O-3 Office districts.

A few operational features of the business model are outlined below:

- The deceased are brought directly from their place of death – from hospitals, hospices, coroners offices or residences. An average of 2-4 deceased are proposed to be brought in to the facility each day.
- The bodies are held in a temperature-controlled environment to prevent decomposition until a cremation permit is obtained.
- The cremation takes about 2 hours in a high efficiency cremation chamber or retort.
- On completion of cremation, the “cremains” are packaged in an appropriate container and returned to their original source.

Business hours of the proposed land use are 9:00 a.m. to 4:00 p.m., Monday through Saturday. A few cremations are also proposed during evening hours after 5:00 p.m. during peak periods which are infrequent. The proposed business not intend on operating on a 24/7 basis.

The business will have 1 to 2 employees at the onset and probably grow to 3 to 4 employees within a couple of years.

2. **Parking.** The proposed land use does not anticipate visitors to the facility. However, non-employees, when allowed can be accommodated within the existing parking spaces on the property.
3. **Environmental Considerations.** The cremation equipment proposed to be used is low-volume and equipped with a secondary combustion (Smoke-Buster™) system to remove any



Courtesy Review – Direct Cremation Services  
April 19, 2021

page 3

smoke and odor prior to release into the atmosphere. Sensors will monitor any visible smoke leaving the system thereby minimizing release of smoke into the surrounding environment.

**Recommendation:** The applicant and staff seek to understand the Village Board's preferences towards the proposed land use, its operation at the property, and the inclination of the Village Board to amend the text of the zoning code to allow such land use in the industrial district.

**Next Steps:** The applicant has indicated that if positive feedback on the proposed land use and its operation is obtained, the land use for "Direct Cremation not including Funeral Services and Visitation (726)" would be listed as a Special Use in the I-Industrial district.

The Applicant has indicated that they would move forward with requesting approval of a Special Use permit requiring consideration by the PZC at a public hearing with final approval of an ordinance by the Village Board.

Respectfully Submitted,

Roy Witherow, Assistant Village Manager

Sarosh Saher, AICP, Community Development Director

Attachments:

1. Applicant narrative and description
2. Aerial Map of property



224 283 0778  
steve@journeycremations .com  
www.JourneyCremations .com

**Lake Zurich  
Zoning Presentation  
April 2, 2021**

**(Confidential)**

**Prepared by Steve Cook  
Owner**

1600 Golf Road Corporate Center Suite 1200 Rolling Meadows, IL 60008

Thank you for this opportunity to discuss the needs of Journey Cremations and our request for a zoning variance.

#### Business Model

Journey Cremations provides Direct Cremation services to the public and to the funeral industry.

By definition, a Direct Cremation takes place when the deceased is taken into our care and cremated without any visitation and or religious service. Upon completion, the remains are either delivered by us or returned via USPS mailing protocol.

- Thus, there are no arrival nor departures of individuals or families at our facility other than our employees. Our need for parking is minimal as compared to the needs of a traditional Funeral home.

Our public customers find us via advertising on the web or other marketing channels. We do not seek customers by having them visit a retail sales office. We have no public presence.

- Thus, we find an industrial location preferable as not to encourage visitors.

The greater number of our cremations go to contract without meeting with the family or facility in person. The business is concluded via phone or email. Our public customer base comes from the surrounding counties and from out of state families with loved ones who have passed in Illinois.

- Thus, when we need to meet with a family or customer, we meet at their home or facility. If they want to come to us, we use Regus Office facilities. Our current HQ office is in the Rolling Meadows Regus facility. By having a contract with Regus, we can we can meet with a family at any one of their many local offices.

#### Process Model

Our cremations are preformed in private with no knowledge or exposure to the public.

The first step in the cremation process is the removal of the deceased from their place of death. We do these removals from Hospitals, Hospices, Coroners Offices or Homes and bring the deceased directly into our facility.

- Thus, there is no evidence that a body is in the process of being delivered. The body is never removed from the van until it is in our facility and all doors have been closed.
- It should also be noted that all of the bodies we transport and eventually cremate are sealed in plastic and placed in their own cardboard container for cremation.
- There is no exposure to Covid-19 during our process. Any individual who passes from Covid is handled according to the CDC and OSHA safety protocols by the hospitals or Journey Cremations.

Once the deceased is in our facility, it is immediately placed inside our walk-in cooler. The holding period for this storage is generally 2-3 days while we await the final paperwork and the permit to Cremate.

- Thus, the bodies are kept at a temperature similar to those of a morgue, eliminating any odors or decomposition.

Page 2

After the cremation permit has been obtained. The deceased is placed inside the cremation chamber. The chamber is brought to a temperature whereby the deceased is cremated in less than two hours. The cremation chamber or retort is state of the art, designed not only for efficiency but designed to provide a clean environment during the process.

- Thus, this equipment runs on natural gas and emits an odorless and colorless discharge very similar to that produced by the average home furnace.

The last step of the process is to package the cremains in the appropriate container or Urn and prepare them for return to their destination.

Production model

We anticipated bringing an average of 2 to 4 deceased individuals to our facility and cremating the same number each day. In general, our business hours will run from approximately 9AM to 4PM Monday through Saturday. This allows for the completion of paperwork, finalizing cremains for delivery and receiving the deceased. We will probably perform 1 or 2 cremations during the working day and the balance in evening after 5 PM.

The type of equipment we will be using is detailed on the following pages.

In Conclusion

Journey Cremations should not be viewed as a holding facility or a morgue. Our role in the final disposition of loved ones is to complete the final steps in an expeditious manner with very little impact to the area.

We will maintain a low profile to the community as we provide our needed services. While we intend to grow the business, add jobs and participate locally, The Journey Cremations facility should be thought of as a hidden component of the funeral industry.

We look forward to answering any question you may have and look forward to calling Lake Zurich our Home.

Page 3

The types of equipment that will be used are as follows:

Walk-in Cooler



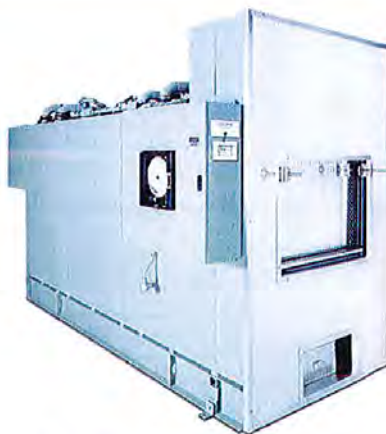
#### SPECIFICATIONS:

- External (O.D.): 10' 0" x 10' 0" x 7' 6 1/2" Length x Width x Height
- Internal (I.D.): 9' 5 1/4" x 9' 5 1/4" x 7' 3 1/8" Length x Width x Height
- Door Size Standard: 36" x 81" (upsized available via dropdown)
- Unit Weight: 207 lbs.
- Compressor Specs +21" of height to external dims, actual is 17.5"
- A maximum 95-degree ambient temperature allowed on included compressor.
- Medium Temperature
- R404A
- NEMA Plug 6-20R is supplied
- Includes 1 light fixture (customer installed/ wired by electrician\*)
- Wall Finishes: Acrylume/Embossed – 26 Ga. – interior & exterior (silver finish)
- Ceilings: Acrylume/Embossed – 26 Ga. – interior Galvanized/Embossed – 26 Ga. – exterior
- Panel Thickness Walls: 3.375" UL Listed Class 1 Foam Ceilings: 3.375" UL Listed Class 1 Foam
- No refrigerant piping required. Pre-charged with refrigerant
- Evaporative condensate pan, no drain line needed
- U/L certified panels, certified to NSF/ANSI standard #7
- Electrical and refrigeration components are U.L. listed or registered and NSF certified
- 2007 Federal Energy Independence & Safety Act (EISA) compliant
- Made in the USA

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Human Cremation Equipment

### **PowerPak I**



## **The Essential Cremation System**

- Smoke-Buster™ 138 emission control
- Ideal for new or low-volume crematories
- 120 minutes or less cremation time
- Automatic operation, most fuel efficient in its class

### **Just Right for Your Business**

The PowerPak I Cremation System is designed to meet the needs of low-volume cremation businesses. Whether you're just starting out, or you're adding cremation as a new service for the families you serve, you want reliable equipment from a manufacturer you can trust. That's why we've taken our decades of field-proven innovation and experience and engineered them into every detail of the PowerPak I.

### **Ready To Go**

The PowerPak I arrives at your doorstep ready to go. It comes pre-wired, pre-piped, and pre-tested. All you have to do is unload it, connect it to gas and electricity, and attach the exhaust stack. As always, our team is available to help you prepare your site so installation is quick and easy.

**Matthews is the acknowledged global leader in cremation equipment, with more than 5000 cremators installed worldwide. Our cremator line covers the full range of crematories, from small independent funeral homes to large crematories.**



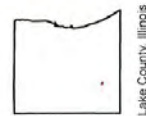


□ Tax Parcel Lines

Tax Parcel Information



Map Printed on 4/12/2021



708 Telsler Road - Direct Cremation

The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

**Disclaimer:**



*At the Heart of Community*

PARKS AND RECREATION DEPARTMENT

200 South Rand Road  
Lake Zurich, Illinois 60047

(847) 438-5146  
LakeZurich.org

MEMORANDUM

Date: April 19, 2021  
To: Ray Keller, Village Manager  
From: Bonnie Caputo, Recreation Director  
Subject: **Nonmotorized Boat Permit- Season Pass**

**Issue:** The Village of Lake Zurich Park and Recreation traditionally has only offered daily non-motorized boat permits for Lake Zurich residents during the boating season (April 1<sup>st</sup>-October 1<sup>st</sup>). Recently a request was made to the department by a Lake Zurich resident to expand the offering to include a season pass.

**Analysis:** Lake Zurich residents (not available to non-residents) have the opportunity to launch non-motorized watercrafts from Paulus Park. Watercrafts include: Kayaks, Canoes, Paddle Boats, Windsurfers, Row Boats, Long Boards, etc. All water crafts must be able to be carried down to the water as there is no launch nor driving in Paulus Park. All watercrafts need to stay in the No Wake area of Lake Zurich, wear a PFD, carry a whistle for emergencies, and review the rules of the lake.

Daily usage permits for non- motorized watercraft access cost \$5 and are available at the Barn during normal business hours, Monday-Friday, 8:30am-4pm, or at Paulus Park Beach during their listed hours of operation. Daily permits are required and boating violators are subject to fines.

Staff have received requests over the course of the past 5+ years favoring a season pass due to the limited hours of operation to obtain the daily pass as well as the frequency of their use of the lake. Currently the hours of operation do not accommodate early morning users of non-motorized boat permits nor weekends when the Paulus Park beach is closed.

The department did verify that the Lake Zurich Property Owners Association, per their 2021 adopted budget, offers a \$25 nonmotorized boat sticker for the season. Upon discussion with Vince McCormick, the Police Department Administrative Aide who oversees the Marine division, did review this request. He viewed it favorably due to the increased tracking and shared data to

the Marine division as well as the increased frequency of use, a season pass would result in more contact with the nonmotorized boats as well as better communication and education.

At the February 9, 2021 Park and Recreation Advisory Board meeting, the advisory board reviewed and discussed the request made by the Lake Zurich resident. They voted in favor of implementing a non-motorized watercraft season pass for Lake Zurich residents with a fee of \$25 per watercraft (decal for each non-motorized boat to be distributed upon purchasing a season pass and tracking of passes to be provided to the Marine unit) for the boating season.

**Recommendation:** The Park and Recreation Advisory Board recommended approval of implementing a non-motorized watercraft season pass for Lake Zurich residents (in addition to the daily pass) accompanied by a \$25 nominal fee per watercraft for the boating season.

w/ attachments:

Email Request from Jim Rock

Nonmotorized Boat Permit Application and Personal Nonmotorized Watercraft Rules

Sample Nonmotorized Boat decal

**Bonnie Caputo**

---

**From:** Carolyn Rock  
**Sent:** Friday, January 22, 2021 11:57 AM  
**To:** Bonnie Caputo  
**Subject:** Kayak/canoe launch

Bonnie,

I hope all is well with you and the Recreation Department. I am writing to ask that the Recreation Department's advisory committee consider adopting an annual/seasonal fee as an option for launching kayaks and canoes at Paulus Park (or submitting such a proposal to the Village Board if Board approval is required). It seems to me that would be a reasonable and administratively efficient way to handle that operation. I've seen other lakes in the area offer a season pass for approximately 10 to 15 times the daily fee. Honestly, I personally wouldn't mind paying even more than that to be able to just pay once for the season and receive some form of identification acknowledging permission to launch at Paulus Park.

Please submit this proposal to the appropriate public body. Please feel free to contact me if you have any questions. Thank you for your time and consideration.

Jim Rock  
595 Cortland Drive  
Lake Zurich

Sent from my iPhone



## VILLAGE OF LAKE ZURICH PARK &amp; RECREATION DEPARTMENT

**NON-MOTORIZED WATERCRAFT PERMIT****RESIDENTS ONLY**

## PERMITS:

☐ DAILY ☐ SEASONAL

TODAY'S DATE \_\_\_\_\_ PERMIT NUMBER \_\_\_\_\_

APPROVED BY \_\_\_\_\_ AMOUNT PAID \_\_\_\_\_

BOATER'S NAME \_\_\_\_\_ PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

TYPE OF NON-MOTORIZED WATERCRAFT \_\_\_\_\_

**VILLAGE OF LAKE ZURICH WAIVER & RELEASE OF ALL CLAIMS**

Please read this form carefully and be aware that in registering yourself or your minor child/ward for participation in this program, you will be waiving and releasing all claims for injuries you or your child/ward might sustain arising from this program.

I recognize and acknowledge that there are certain risks of physical injury to participants in this program and I agree to assume the full risk of any such injuries, damages or loss regardless of severity which I or my child/ward may sustain as a result of participating in this program at Paulus Park, and/or on Lake Zurich. I hereby fully release and discharge the Village of Lake Zurich and its officers, agents, servants and employees and/or The Lake Property Owners Association (LPOA) from any and all claims resulting from injuries, damages and losses sustained by me or by my child/ward, and arising out, connected with, or in any way associated with the activities of the Non-Motorized Watercraft program at Paulus Park, and/or on Lake Zurich.

I HAVE READ, FULLY UNDERSTAND, AND ACCEPT THE CONDITIONS AS DESCRIBED ABOVE.

Participant's Signature \_\_\_\_\_

Date \_\_\_\_\_

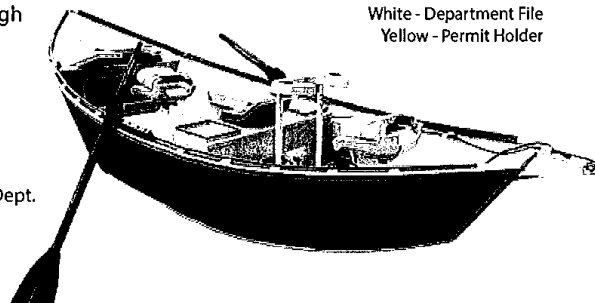
Non-Motorized Watercraft Permits are required to be carried with you on the boat or fines could be issued.

Hours permitted for lake access with permit are daily (dawn to dusk).  
For further information, please call (847) 438-5146.

Please remember to operate safely and stay away from the high traffic areas for your safety.



Village of Lake Zurich Park & Recreation Dept.  
200 S. Rand Road, Lake Zurich, IL 60047  
847.438.5146 | LakeZurich.org



White - Department File  
Yellow - Permit Holder

# NON-MOTORIZED WATERCRAFT

## GENERAL INFORMATION AND RULES



- **Peak Boating Season:** The Friday before Memorial Day through Labor Day.
- **Non-motorized Watercrafts Include:** Kayaks, canoes, paddle boats, windsurfers, row boats, and long boards. If you have a question regarding if your watercraft is acceptable, please contact the Village of Lake Zurich Park & Recreation Department.
- **Launching your Non-motorized Watercraft:** Your watercraft can be launched from Paulus Park (next to the beach area). There is no car access down near this area; all watercrafts must be walked down.
- **Permit Form:** The permit form is only open to residents of the Village of Lake Zurich. All non-motorized watercrafts must obtain the permit form ensuring it is onboard at all times (to present to a Marine Officer if necessary). The Village of Lake Zurich's Non-Motorized Watercraft Permit Form must be completed in full (i.e. actual Owner's Name, not the person filling out the form, date of use, all watercraft information, etc.) at Paulus Park Beach or Paulus Park Barn during hours of operation listed on our website/in our seasonal brochure and daily fee paid prior to using the lake.
- **Safety Inspections:** All watercrafts are subject to a safety inspection by the Lake Zurich Police Department or any Lake Zurich Marine Unit Officer. Also note that the State of Illinois Conservation Officers do come out on the lake to perform their duties and enforce the State Illinois Laws per the DNR (Department of Natural Resources) regulations.
- **Safety Equipment:** All watercrafts must have the proper safety equipment as required by the State of Illinois and the U.S. Coast Guard. Each passenger must have a Coast Guard approved personal flotation device (life jacket or vest) and per the capacity code of the manufacturer, whistle or horn on board at all times. These items may be checked upon filling out the permit form.
- **Lifejackets/PFDs:** All persons under the age of 12 must wear a Coast Guard approved lifejacket (PFD) at all times when aboard any watercraft.
- **Operators:** No person under the age of 12 may operate any watercraft unless accompanied by an adult 18 years of age or older.
- **Swimming:** Swimming from a non-motorized water craft is not allowed. Swimming is open to the public at Paulus Park or Breezewald Park Beaches.
- **No Wake:** Between the hours of sunset (Marine Officer will turn on his emergency lights at sunset) and 9am.
- **Assistance on Lake Zurich:** If you require assistance (non-emergency) on the lake, you can contact the Lake Zurich Police Department Dispatch Center at 847-438-2349. If you have a medical emergency, please dial 9-1-1. Make sure to give your location on the lake (i.e. near Paulus Park, etc.).
- **Violations:** If you are issued an Ordinance Violation Ticket the ticket can be paid at the Village of Lake Zurich's Village Hall (70 East Main Street). Most Ordinance Violation Tickets carry a minimum fine of \$50 payable in ten (10) business days.
- **Violation Protests:** If you feel that you received an Ordinance Violation Ticket that was not valid, you may protest the ticket by completing an Ordinance Violation Protest Form that can be obtained at the Village of Lake Zurich Police Department (200 Mohawk Trail).

Information included above is only a summary of the complete set of rules for operating watercrafts on Lake Zurich. A full set of the rules can be obtained from the Village of Lake Zurich's website or from Village Hall which contains the following Village Ordinances:

- 2008-05-564: Change in hours of Operation and adds swimming off a watercraft
- 2003-07-231: Amending Sections 7-4-5-1 Watercraft Permit, 7-4-5-2 Watercraft Permit Fee and 7-4-7 Water Sports and Activities
- 2000-03-012: New Ordinance Amending Section 3 adding Police Reserve Officers and Amending Section 4 Safety Inspections and Inspection Fees

Should you have any questions regarding the ordinances or the information listed above, please contact the Village of Lake Zurich Police Department (847-438-2349) and ask to speak with the Marine Unit Supervisor or any Marine Unit Officer on duty.







# VILLAGE MANAGER'S OFFICE

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## MONTHLY INFORMATION REPORT

**MARCH 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

### A Look Back at March 2021....



#### **Governor's Hometown Award Presentation (GHTA) Update**

On March 17, Management Intern Sam Reiss, Parks & Recreation Director Bonnie Caputo, and Ancient Oaks Foundation President Judi Thode presented to the Serve Illinois Commission for Governor's Hometown Award.

On March 25, the Village was informed that Lake Zurich will receive a **Governor's Hometown Award as a project winner** in the category of Education for the ongoing enhancements made at Kuechmann Arboretum over the past several years. A virtual event on April 20<sup>th</sup> at 1:00 pm will be held to honor project winners, honorable mentions, and the finalists

The Governor's Hometown Award formally recognized projects that improve community quality of life. To qualify, projects are required be sponsored by a local government that had strong volunteer support, meets a need, and makes a definitive impact, thereby generating a positive outcome in the community.

#### **Life Time Fitness**

During the first two weeks of March, Life Time has been coordinating tree removal and fence repair on the property in conjunction with Public Works. Trees identified for removal on the east side of the property were removed. The fencing contractor had returned to repair/replace the green vinyl windscreens that had been damaged along both Route 12 and Old Rand Road. They anticipate resuming construction work in June / July 2021.

#### **800 Church Street Obtains New Tenant**

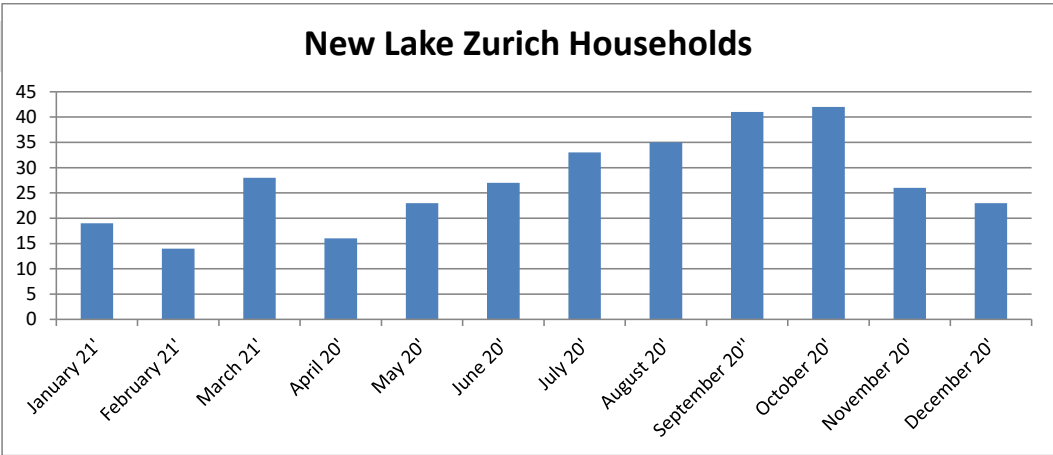
Recently, Village Staff has been working with g2 revolution in Lake in the Hills to facilitate moving its headquarters (executive officers, administration, technology, and sales) to Lake Zurich. In March, the President of g2 revolution informed the Village that it will be moving into the 800 Church Street facility. G2 revolution uses state-of-the-art methodology to remanufacture, reformulate, and reuse non-sellable products to industrial and commercial markets. Their major clients are retail chain stores. They are transitioning with retail operators to support more online retailing in the near future. G2 will be adding to its operations in Lake Zurich over time as business growth develops.

#### **Popeye's Permit Issued**

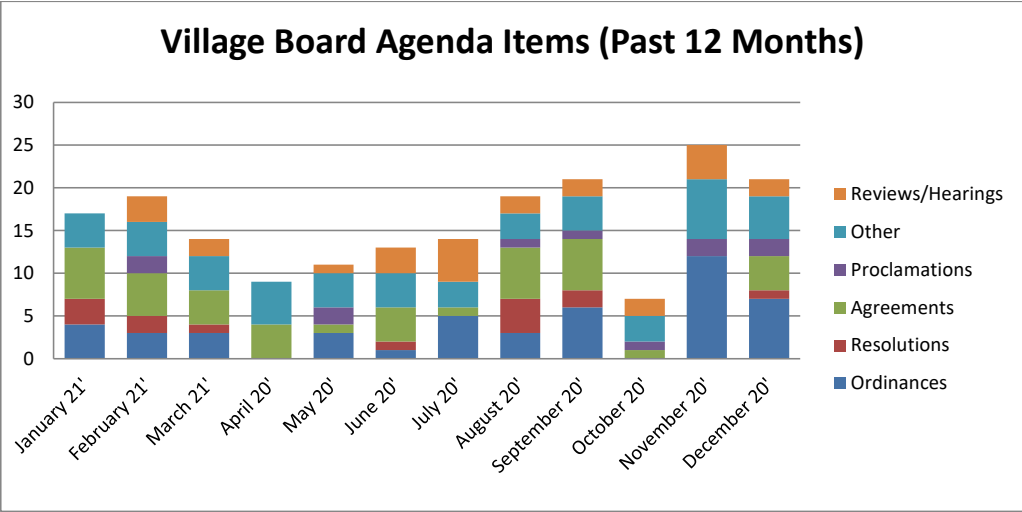
Village Staff has issued a permit to Popeye's to begin the remodel and reconstruction of the vacant Pizza Hut property at 742 South Rand Road. The project includes interior remodeling, exterior modifications to upgrade and modernize the building's appearance, and site changes to include a double-access drive-through lane. Staff has reached out to the developer to obtain a completion and opening date and will report back on the dates.

#### **La Michoacana Ice Cream Shop**

The La Michoacana ice cream shop at the Alpine Shopping Center on Old Rand Road has passed its Village inspections. Village Staff are awaiting a final inspection and approval from the Lake County Health Department before a certificate of occupancy/business license can be issued. The owner has indicated that they are still a couple of weeks away to properly getting inventoried and any necessary training, and will then be able to open.



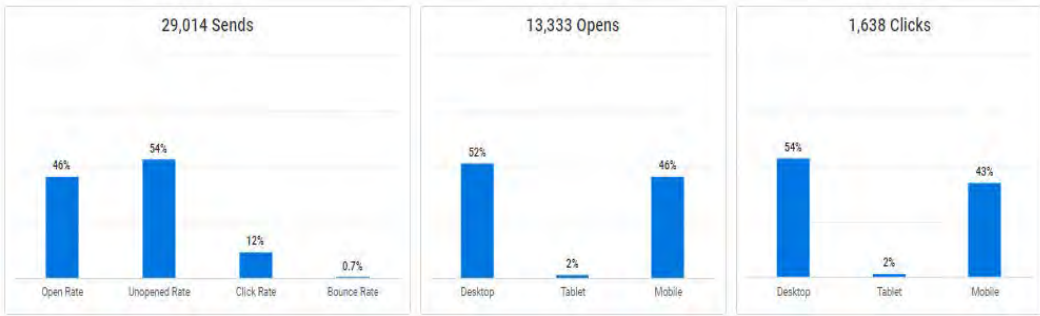
This metric shows the number of new residential homes occupied. Each month, staff sends new Lake Zurich residents a Village welcome packet that provides valuable information to those who are not familiar with the Lake Zurich area or the services offered by their local government. This metric does not include tenets in rental units, but only new single residential owners.



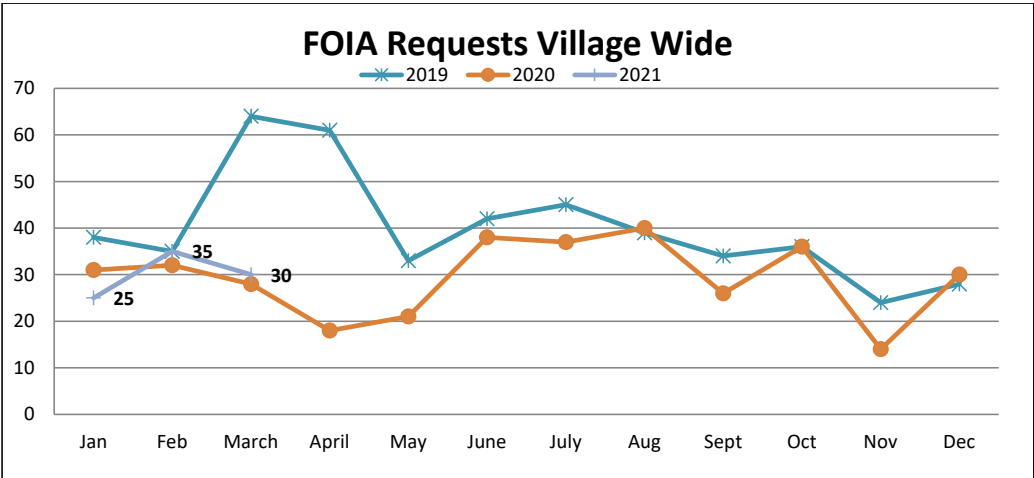
This metric shows the number of action items included on Village Board meeting agendas. As the local legislative governing body, the number of items acted upon by the Village Board has a direct input on Lake Zurich's strategic orientation. This data can be useful in decisions regarding meeting frequency, legislative workload, agenda preparation, activity levels, etc.

**Average length of regular March Village Board meetings: 56 minutes**

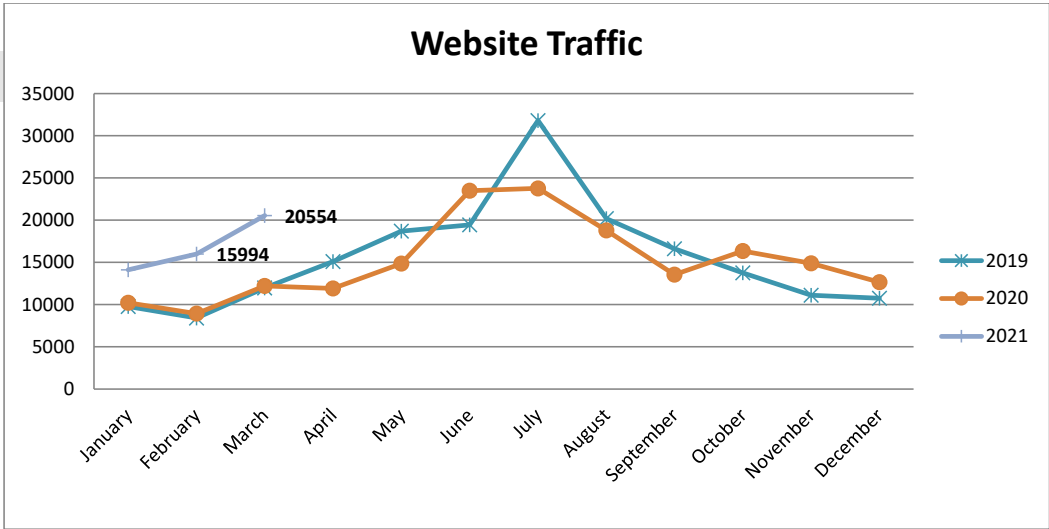
**Benchmarks Rates – Past Month**



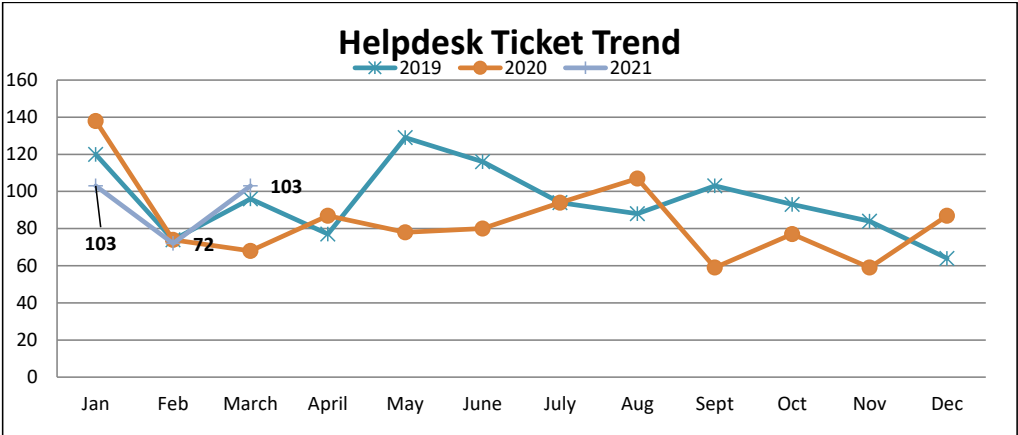
*Benchmarks* is the official Village e-newsletter that is a central communication device for the community. This graph shows *Benchmarks* rates over the past month. From an initial subscription rate of 756 in July 2013, *Benchmarks* now has over 6,600 subscribers.



Open and honest government is a cornerstone of American democracy. The Freedom of Information Act is intended to ensure that members of the public have access to information about their government and its decision-making processes. This graph includes all of the FOIA requests received Village-wide among all departments.



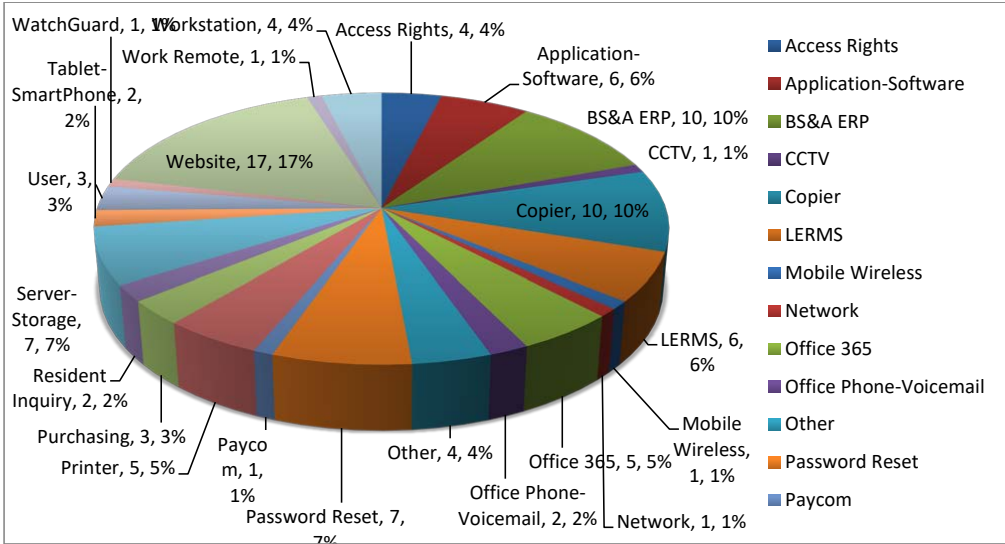
This data represents the number of website visits on LakeZurich.org. A digital presence for Lake Zurich is important for government transparency and providing citizen oriented service. E-government can also improve the overall democratic process by increasing collaboration with citizens and facilitating decision-making. This metric tracks the number of visits to LakeZurich.org. **Most Visited Page on LakeZurich.org for March: Parks and Recreation**



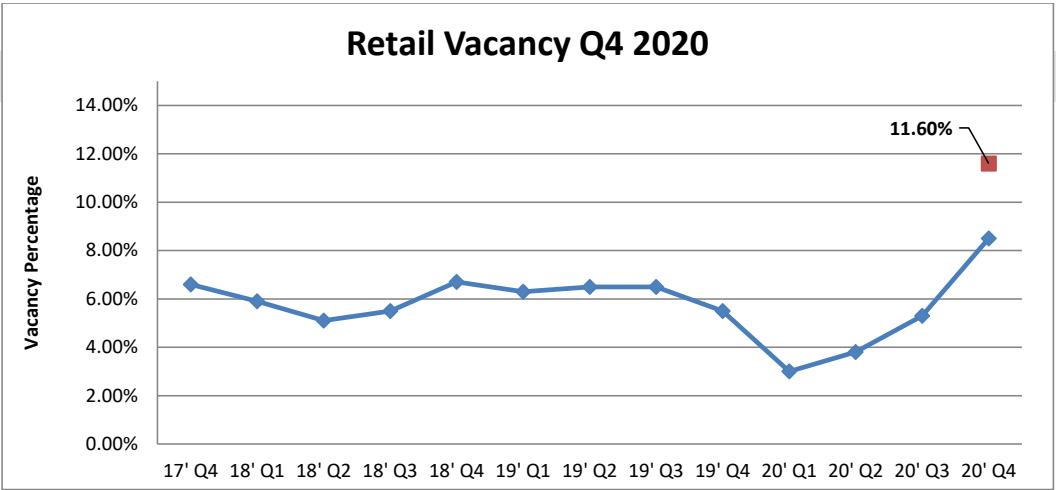
Help Desk is the digital request from Village employees to the technology department to help troubleshoot various technology related problems. A large number of Help Desk tickets may indicate a need for training workshops or investment in technology upgrades. This graph shows the most common requests for assistance this month. **Total number of Help Desk tickets in March: 103**



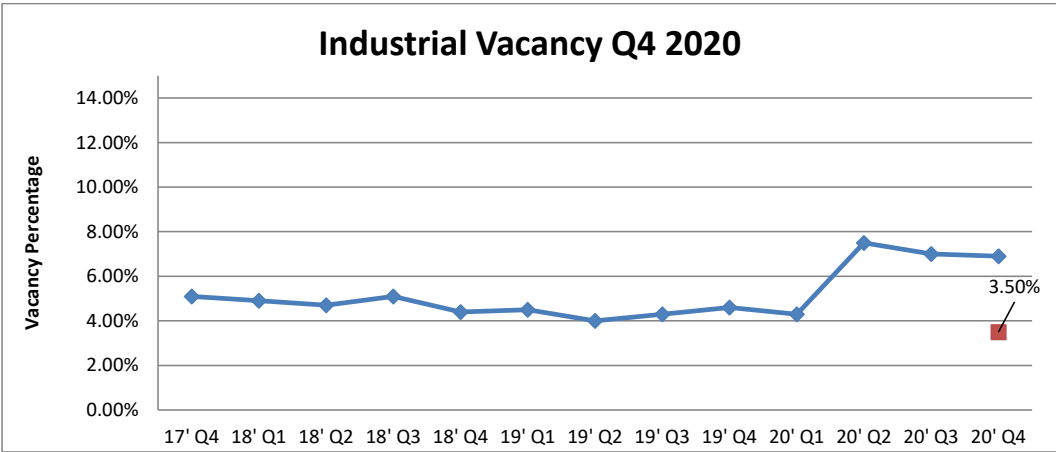
Help Desk – March



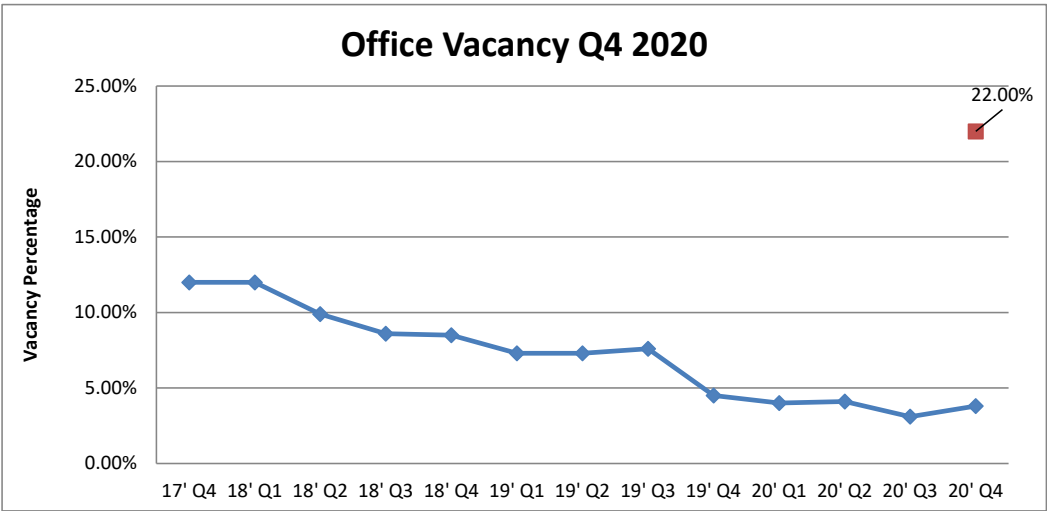
Help Desk is the digital request from Village employees to the technology department to help troubleshoot various technology related problems. A large number of Help Desk tickets may indicate a need for training workshops or investment in technology upgrades. This graph shows the most common requests for assistance last month.



The Lake Zurich retail vacancy rate increased in the fourth quarter of 2020 to 8.5% vacant from 5.3% in the third quarter (*based on Lake County Partners data*). As of December 31, 2020, there was 227,112 square feet of retail space reported vacant in Lake Zurich, with average rates at \$15.86 per square foot (nnn). *Chicagoland retail vacancy rate from CBRE (red dot).*

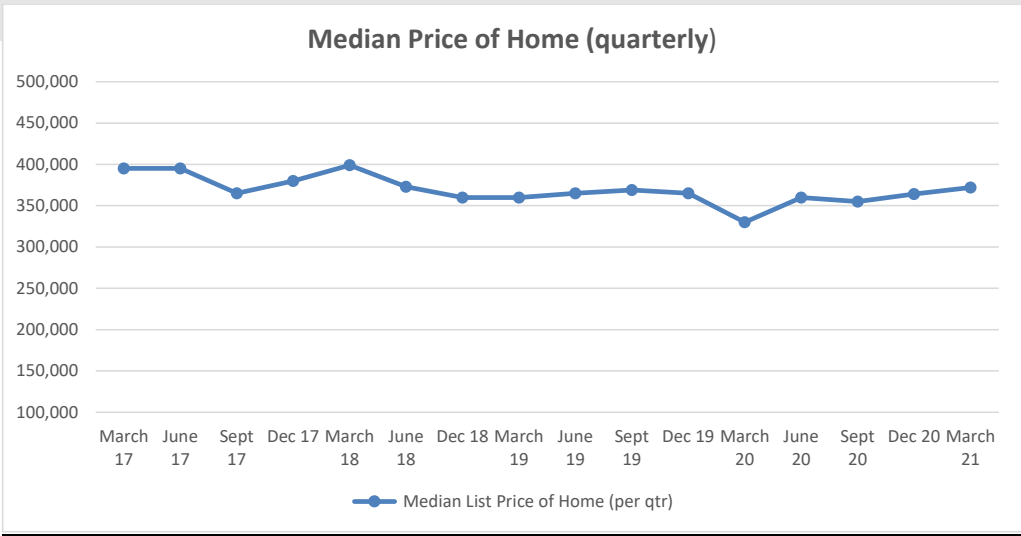


The Lake Zurich industrial vacancy rate decreased to 6.9% in Quarter 4 of 2020 compared to Quarter 3 when 7.0% was reported vacant (*based on Lake County Partners data*). As of December 31, 2020, there was 381,991 square feet of industrial space reported vacant in Lake Zurich, with average rates at \$4.44 per square foot (nnn). *Chicagoland industrial vacancy rate from CBRE (red dot).*



The Lake Zurich office vacancy rate increased from 3.1% in Quarter 3 of 2020 to 3.8% reported vacant in Quarter 4 (*based on Lake County Partners data*). As of December 31, 2020, there was 15,425 square feet of office space reported vacant in Lake Zurich, with average rates at \$20.07 per square foot (full service). *Chicagoland office vacancy rate from CBRE (red dot).*

**Real Estate Housing Trends – Residential Inventory**



The chart above reports the recent trend for median sale price of Lake Zurich houses. The prices are reported by quarter.

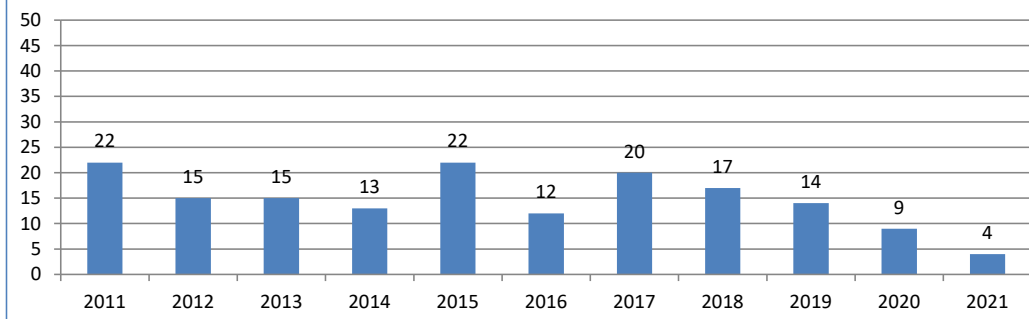
The monthly snapshot below reports more details about the residential real estate market for the most recent month.

**March Snapshot of Real Estate Trends**

Homes Reported for Sale:	42
Median List Price:	\$372,000
Median List \$/Sq. Ft	\$179
Median Sale Price:	\$372,000
Average Down Payment:	13.3%
Median Sale \$/Sq. Ft.	\$177
Average Sale / List:	99%
Number of Homes Sold:	17

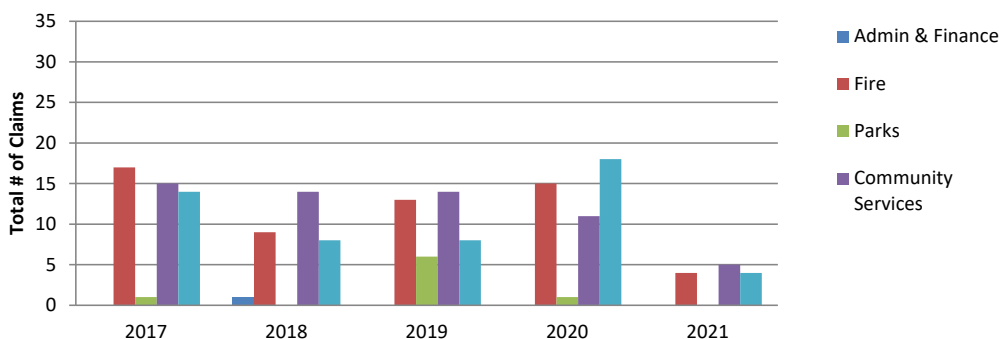
\*Soure: Redfin Corporation

### General Liability Claims -Total Incidents (Year-to-Date)

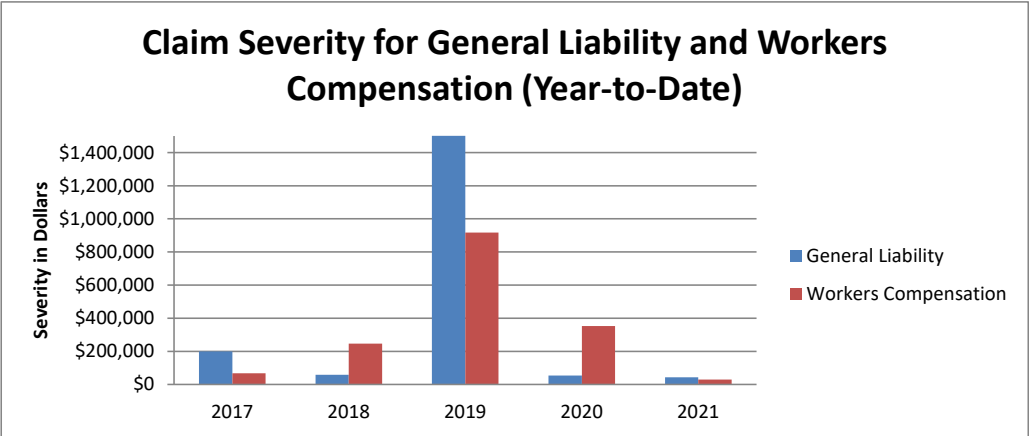


Risk management insurance coverage is provided by the Intergovernmental Risk Management Agency, a risk sharing pool of approximately 70 local municipalities and special service districts, which have joined together to manage and fund their property/casualty/workers' compensation claims. This metric reports total General Liability claims (both open and closed claims) in all departments since January 1<sup>st</sup>.

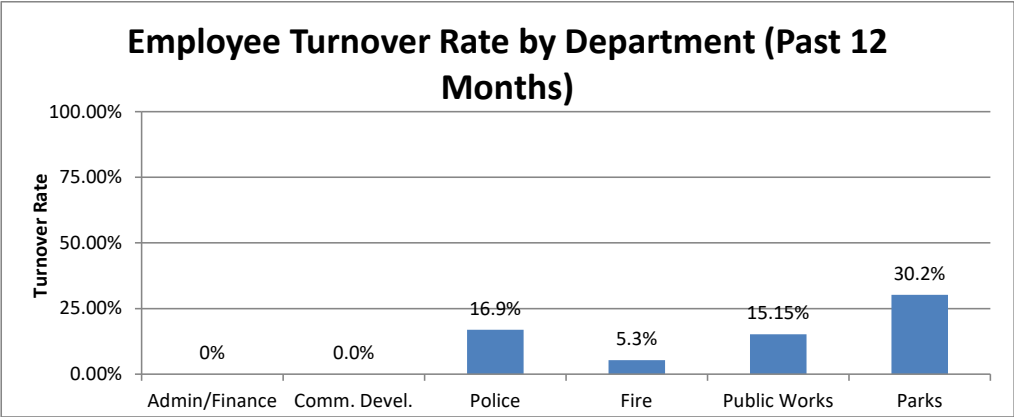
### Claim Frequency By Department (Year-to-Date)



Loss prevention programs and a culture of safety that encourages safe work practices will decrease claim frequency rates. This data shows the total number of claims by department updated quarterly, which is an aggregate number of the following claim types: Auto Liability, Auto Physical Damage, General Liability, Property Damage, and Workers Compensation. It is important to realize that Community Services is responsible for routine maintenance, so its general liability claims will naturally be high due to claims involving parkway trees, mailboxes, sidewalks, fire hydrants, the municipal fleet, etc.



This metric provides a snapshot of the Village’s overall liability position, separated by General Liability Claims (such as property damage) and Workers Compensation Claims (such as medical bills and lost work-time). Fewer claims filed against the Village mean less money spent and improved financial stability. This data includes the total costs, including net property loss and any other associated expenses, such as attorney fees.



A certain level of turnover is healthy and desirable for organizations. A zero percent turnover rate is not the goal. Regularly tracking turnover rate will facilitate decision making related to employee satisfaction, human resources screening, and succession planning. This metric tracks turnover for all Village employees, including full-time, part-time, and seasonal on a rotating basis for the past 12 months. The size of the department is an important factor when analyzing this data. **Note:** Parks and Public Works are heavily staffed by part-time seasonal personnel, resulting in a turnover rate that is technically high but this is not a cause for concern.





# FINANCE DEPARTMENT

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## MONTHLY INFORMATION REPORT

**FEBRUARY 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

Finance Monthly Report – February 2021

### DEPARTMENT NARRATIVE

During February, preparation for the annual audit and closing the financial records for fiscal year 2020 were the primary activities outside of day-to-day operations. Staff began the tedious work of preparing for the annual audit scheduled to take place in April. Other projects for the month included cleaning up records for old receivables, reviewing escrow accounts and an internal kickoff of the CIP process. The Finance Director attended the second of four IMRF Authorized Agent workshops, several webinars on financial market updates and funding challenges for pension plans, and continued to stay current on investment management strategies during a challenging market.

### GENERAL FUND OPERATING RESULTS *SUMMARY*

For the month of February, revenues totaled \$1.82 million and expenditures \$1.72 million, resulting in an operating excess of \$100k. From a budget perspective, we had expected expenditures to exceed revenues by \$250k. Year-to-date figures below represent the second month of activity for the year.

#### **General Fund Operating Results**

	Current Month Budget	Current Month Actual	Year-to-Date Budget	Year-to-Date Actual
Revenues	\$ 1,662,471	\$ 1,819,449	\$ 3,376,193	\$ 3,694,592
Expenditures	1,912,792	1,719,862	3,702,299	3,501,179
<b>Excess (Deficiency)</b>	<b>\$ (250,321)</b>	<b>\$ 99,587</b>	<b>\$ (326,106)</b>	<b>\$ 193,412</b>

### *REVENUES*

Following is a summary of revenues by type through February 28, 2021. These figures represent two months of financial activity. A more detailed analysis can be found on page 9.

## Finance Monthly Report – February 2021

	Current Month's Budget	Current Month's Actual	% Variance	Year-to-Date Budget	Year-to-Date Actual	% Variance	% of Annual Budget
Taxes	\$ 224,119	\$ 222,713	-0.6%	\$ 394,126	\$ 392,045	-0.53%	3.8%
Intergovernmental	1,204,808	1,316,527	9.3%	2,424,340	2,637,567	8.80%	18.2%
Licenses & Permits	114,935	120,182	4.6%	311,813	313,233	0.46%	43.4%
Fines and Forfeits	41,400	33,517	-19.0%	84,400	69,360	-17.82%	11.9%
Charges for Services	72,160	103,884	44.0%	139,874	247,701	77.09%	16.8%
Investment Income	1,241	(225)	-118.1%	4,261	(254)	-105.95%	-0.2%
Miscellaneous	3,808	22,852	500.1%	17,379	34,939	101.04%	31.2%
Operating Transfers	0	0	0.0%	0	0	0.0%	0.0%
Total Revenue	\$ 1,662,471	\$ 1,819,449	9.4%	\$ 3,376,193	\$ 3,694,592	9.43%	13.3%

**Taxes:**

Revenues from taxes came in at \$223k in February, very close to budget expectations. While property taxes are received primarily June through September, the remaining revenues in this category contribute a significant amount of revenue each month all year round.

Telecommunications tax receipts were about 9% higher than expected for the month at \$37k. That is 45% less than the amount received in the same month of the prior year. More information regarding Telecommunications tax can be found on page 12.

Utility tax results were mixed for the month. The gas utility tax had \$42k in receipts compared to an expected \$38k. Electric utility tax came in at \$78k versus the expected \$85k. Combined, utility taxes were 2% less than expected. The payments are based primarily on January activity. More detail on the Utility Taxes can be found on page 13.

**Intergovernmental Revenue:**

Revenue from other governments totaled \$1.3 million in February, which exceeded budget expectations for the category.

State sales tax receipts were above budget expectations for the month at \$543k. This represents sales from November and was 7% less than receipts from the same month last year. More information regarding Sales Tax can be found on page 14.

Income Tax receipts came in 31% above expectations with the receipts for February totaling \$220k compared to an expected \$167k. Details on Income Tax are provided on page 15.

No video gaming tax receipts came in during February, due to the Governor issued shut down, closing gaming from November 19<sup>th</sup> through most of January 2021. Video gaming tax is received two months in arrears. The video gaming tax receipts budgeted for February relate to tax for December activity.

## Finance Monthly Report – February 2021

**Licenses and Permits:**

Revenue from the issuance of licenses and permits came in at \$120k for February, 5% above budget expectations. Liquor licenses (\$81k), building permits (\$12k), and permit plan review (\$5k) were the biggest contributors. Additional items included in license and permit revenue are occupancy certificates (\$5k), and business licenses (\$4k). Due to the variable nature of these types of revenues, fluctuations are expected throughout the year based on activity.

**Fines and Forfeits:**

Revenue from police fines were less than expected during February, with receipts of \$34k, which was 19% below the \$41k projected. The revenues in this category include various fines generated from police citations, such as red light and local ordinance violations.

**Charges for Services:**

Revenue from service charges totaled \$104k in February. The main revenue sources in this category are ambulance, engineering fees and park program fees. As ambulance fees are based purely on activity and need, this revenue source can fluctuate considerably during the year. Ambulance receipts for the month were recorded at \$51k. This category is a combination on timing of receipts and fluctuating activity levels.

**Investment Income:**

The General Fund investment income in February was negative \$225 due to changes in market value. Investment returns were balanced between investments in certificates of deposits, treasury obligations, investment pools and interest-bearing money market accounts. Currently, the investments are concentrated in certificates of deposit and interest-bearing money market accounts. While longer term maturities are slightly higher, interest rates are still at an all-time low. A detailed cash and investment report can be found on page 17.

**Miscellaneous:**

The General Fund miscellaneous revenue in February was \$23k. Receipts for this category were sale of fixed assets (\$19k), and rental income (\$5k), as well as other small items.

## Finance Monthly Report – February 2021

**EXPENDITURES**

For the month of February, expenditures totaled \$1.72 million for the General Fund, which was 10% below projections of \$1.91 million. The table below presents a summary of General Fund expenditures by department as of February 28, 2021. Additional detail can be found on page 9.

Department Or Program	Current Month's Budget	Current Month's Actual	% Variance	YTD Budget	YTD Actual	% Variance	% of Annual Budget
Legislative	\$ 4,268	\$ 2,942	-31.1%	\$ 8,606	\$ 18,189	111.4%	25.0%
Administration	\$ 57,764	\$ 71,441	23.7%	\$ 115,498	\$ 118,729	2.8%	10.2%
Finance	\$ 53,990	\$ 55,380	2.6%	\$ 93,864	\$ 94,721	0.9%	16.9%
Technology	\$ 42,787	\$ 29,442	-31.2%	\$ 92,742	\$ 84,242	-9.2%	16.5%
Police	\$ 531,100	\$ 422,590	-20.4%	\$ 1,000,048	\$ 875,238	-12.5%	11.1%
Fire	\$ 814,924	\$ 771,317	-5.4%	\$ 1,593,055	\$ 1,578,467	-0.9%	13.0%
Community Develop.	\$ 53,754	\$ 44,390	-17.4%	\$ 107,983	\$ 87,430	-19.0%	9.7%
Public Works	\$ 258,330	\$ 233,817	-9.5%	\$ 484,055	\$ 452,778	-6.5%	15.1%
Park & Recreation	\$ 45,316	\$ 37,986	-16.2%	\$ 105,330	\$ 90,268	-14.3%	10.9%
Operating Transfers	\$ 50,559	\$ 50,558	0.0%	\$ 101,118	\$ 101,117	0.0%	16.7%
<b>Total</b>	<b>\$ 1,912,792</b>	<b>\$ 1,719,862</b>	<b>-10.1%</b>	<b>\$ 3,702,299</b>	<b>\$ 3,501,179</b>	<b>-5.4%</b>	<b>12.6%</b>

**OPERATING RESULTS OF OTHER FUNDS**

Following are some observations regarding the revenues and expenditures of other funds. A financial summary of funds other than General is provided on pages 10-11.

**Special Revenue Funds:**

Motor fuel tax revenue came in at \$54k in February, which was 41% above the budget of \$38k. The excess is mainly due to the 'Transportation Renewal Fund' (\$24k), in which municipalities will see an increase to their MFT due to the 2019 state capital bill. Conservative estimates for revenues highly sensitive to the economy, such as this one, allow for fluctuations later in the year. Expenditures from the Motor Fuel Tax Fund were (\$6k) for liquid calcium chloride.

February revenues for the Hotel Tax Fund totaled \$14. The revenue in this fund is a combination of hotel tax receipts and interest income, however, for February the revenue is from only interest income. Per Village Ordinance #2003-10-252, hotel tax receipts are due quarterly. Therefore, the village does not receive receipts each month. Hotel Tax receipts have been declining as the rental nights have been

Finance Monthly Report – February 2021

decreasing. Expenditures of \$19k were recorded for the month, consisting of Lake County CVB membership (\$13k) and a transfer to the Special Events Fund for the funding of special events.

The Special Events Fund allocates resources for special events and their corresponding expenditures. Revenues for February totaled \$18k, which primarily relates to funding transfers in from other funds. Expenditures for the month totaled \$12k, consisting mostly of normal staff expenses.

**Debt Service Funds:**

The debt service funds record annual debt service payments for several of the village issuances, mostly due December 2021. Interest payments are paid semi-annually, typically July and December. Revenues for the debt service fund are from interest and changes in market value of investments at this point in the year. Transfers from other funding sources will occur later in the year. Interest rates continue to be low for the options available for village investment per law. No expenditures were recorded for the month.

**Capital Projects Funds:**

February revenue for the capital projects funds in total came in at \$403k. The majority of the revenue was from Non-Home Rule Sales Tax (NHRST), with receipts from February of \$172k. This was 15% higher than budget expectations and 5% lower than the same month last year. February receipts represent sales from November. More detail on the NHRST revenue can be found on page 16. Remaining revenues for capital project funds include the OSLAD grant advance payment (\$200k), as well as park impact fees (\$24k), the electric aggregation civic contribution of (\$6k), and residual interest income and change in market value of investments.

Expenditures for capital projects were recorded in February of \$25k, consisting mostly 2021 road program expenses (\$8k), flashers for pedestrian crossing (\$7k), and snow and ice materials (\$6k). Due to timing of the budgeted capital projects, the majority of remaining budgeted expenditures will be spent later in the year, during and after construction season.

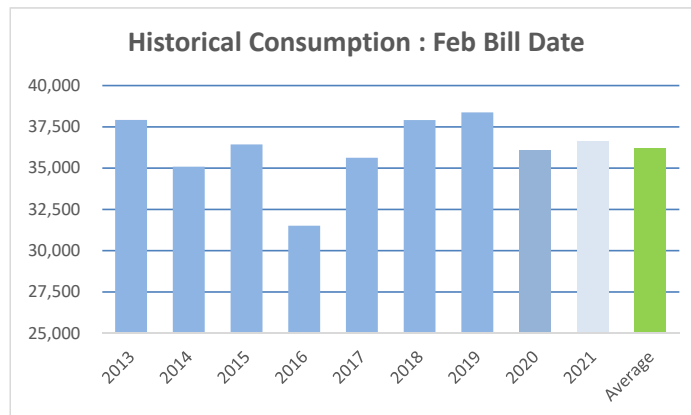
**Water and Sewer Fund:**

February revenue totaled \$577k, which was 2% higher than the budget estimate of \$567k. Consumption metered in February was 37M gallons, higher than the nine-year average of 36M gallons. The consumption billed in February primarily represents water metered in late January and early February.



## Finance Monthly Report – February 2021

With about 43M gallons pumped, about 14% of pumped water was lost to main breaks, fire department use, or other small issues. A chart comparing February water consumption over the past eight years provided below.



Expenses in the Water Fund were \$368k for the month. Of this amount, \$160k is a non-cash transaction to record depreciation of the infrastructure assets of the fund. The remaining expenses are personnel expenses, other operational items and other smaller operating items. Throughout the year, spending is monitored to ensure revenues are sufficient to cover operations and capital needs as necessary. Any annual surplus would be used for expenditures later in the year and provide cash flow for improvements to maintain the aging infrastructure.

**Internal Service Funds:**

Internal service funds are used to reserve resources for a specific purpose and to allocate the user charges accordingly. The village has three active internal service funds: Medical Self Insurance, Risk Management and Equipment Replacement. Revenues are a combination of user charges from other funds as appropriate. Expenditures fluctuate, depending on activity levels, particularly in the Risk Management Fund.

The Equipment Replacement fund in particular is subject to funding availability from the General Fund. February expenses include non-cash depreciation expenses (\$33k), and the purchase of computer monitors (\$1k).

## Finance Monthly Report – February 2021

**Special Service Areas:**

While the village does not budget for Special Service Area (SSA) revenues and expenses, as funds are being collected and spent for village SSA's, the following information can be of value to report. No revenues or expenses were incurred for the month of February.

SSA Activity Feb-21									
SSA #	Location	Beginning Balance	Year-To-Date		Ending Balance	Annual Expected		Annual Expected	
		1/1/2021	Revenues	Expenses	1/31/2021	Revenues	YTD %	Expenses	YTD %
SSA #8	Heatherleigh	73,797	-	-	73,797	9,697	0.00%	15,600	0.00%
SSA #9	Willow Ponds	130,932	-	-	130,932	11,851	0.00%	17,306	0.00% <sup>b</sup>
SSA #10	Westberry	16,027	-	-	16,027	1,000	0.00%	-	N/A
SSA #11	Lake Zurich Pines	23,327	-	-	23,327	2,999	0.00% <sup>a</sup>	1,575	0.00%
SSA #13	Conventry Creek	188,041	-	-	188,041	29,894	0.00% <sup>a</sup>	TBD	N/A
SSA #16	Country Club	(3,803)	-	-	(3,803)	1,760	N/A	TBD	N/A
		428,321	-	-	428,321	57,202	0.00%	34,482	0.00%

a) Flat amount levied per property.

b) At some point after enough funds have accrued, Willow Ponds will require dredging, estimated at \$120,000+

**Police and Firefighters' Pension Funds:**

A snapshot of activity related to the public safety pension funds of the village is provided as part of the monthly report. It is important to note that a significant revenue source for both pension funds is the annual property tax levy, of which receipts are typically recorded between June and September of each year, affecting the cash flows of each fund.

The Police Pension Fund had total revenue of \$489k for the month. For February, the fund recorded an unrealized gain of \$464k from investments. Total municipal and member contributions for the month totaled \$25k. Expenses for the month were \$188k of which \$188k was for pension and benefit payments, and \$28 was for investment expense. For the month of February, the fund experienced a gain of \$301k. As of February 28th, the fund had a net position of \$30.6 million. Additional information can be found on page 18.

The Firefighters' Pension Fund had a similar month for investments, with an unrealized gain of \$720k from investments. Total municipal and member contributions for the month totaled \$38k. Total revenues for the month were \$757k. Expenses for the month were \$186k, of which \$182k was for pension and benefit payments, \$4k was for professional services, and \$48 was for investment expenses. For the month of February, the fund experienced a gain of \$571k. As of February 28th, the fund had a net position of \$48.8 million. Additional information can be found on page 18.

Finance Monthly Report – February 2021

**Conclusion:**

For the two fiscal periods covered by this report, no major concerns were identified. Major revenue sources are performing within reason and expenditures have been kept to a minimum. February is often a light month for expenditures as focus can be on ensuring all invoices for the prior fiscal year have been recorded and waiting on invoices for the new year to arrive. We will continue to monitor the revenues and expenditures closely throughout the coming months, and the lingering effects of the COVID19 pandemic.

Respectfully Submitted,

*Bane Thomey*

Bane Thomey  
Director of Finance

**VILLAGE OF LAKE ZURICH  
OPERATING REPORT SUMMARY  
GENERAL FUND  
February 28, 2021**

	Current Month			Year-to-Date			Amended Annual Budget	% of Annual Budget Achieved
	Budget	Actual	% Variance	Budget	Actual	% Variance		
<b>REVENUES</b>								
<b>Taxes</b>								
Property Taxes	-	-	0.0%	-	-	0.0%	8,191,153	0.0%
Utility Tax - Electric	84,609	78,426	(7.3%)	166,414	162,019	(2.6%)	949,475	17.1%
Utility Tax - Gas	38,384	41,909	9.2%	75,144	74,819	(0.4%)	293,052	25.5%
Cable Tv Franchise	67,386	65,523	(2.8%)	82,349	78,022	(5.3%)	314,042	24.8%
Telecom Tax	33,740	36,855	9.2%	70,219	77,184	9.9%	437,770	17.6%
<b>Total Taxes</b>	<b>224,119</b>	<b>222,713</b>	<b>-0.6%</b>	<b>394,126</b>	<b>392,045</b>	<b>-0.5%</b>	<b>10,185,492</b>	<b>3.8%</b>
<b>Intergovernmental</b>								
State Sales Tax	483,508	542,675	12.2%	948,355	1,084,890	14.4%	5,754,018	18.9%
State Income Tax	167,416	220,056	31.4%	306,572	428,200	39.7%	1,785,209	24.0%
State Use Tax	74,756	82,759	10.7%	142,319	160,422	12.7%	844,005	19.0%
Video Gaming Tax	19,167	-	(100.0%)	38,334	10,182	(73.4%)	230,000	4.4%
Fire/Rescue Srvc Contract	451,902	466,781	3.3%	903,804	933,562	3.3%	5,601,371	16.7%
Other Intergovernmental	8,059	4,256	(47.2%)	84,956	20,311	(76.1%)	312,914	6.5%
<b>Total Intergovernmental</b>	<b>1,204,808</b>	<b>1,316,527</b>	<b>9.3%</b>	<b>2,424,340</b>	<b>2,637,567</b>	<b>8.8%</b>	<b>14,527,517</b>	<b>18.2%</b>
<b>Licenses &amp; Permits</b>								
Liquor Licenses	81,000	80,720	(0.3%)	138,000	136,862	(0.8%)	171,000	80.0%
Business Licenses	8,866	4,240	(52.2%)	98,277	90,106	(8.3%)	103,000	87.5%
Building Permits	6,125	12,007	96.0%	13,191	19,073	44.6%	160,000	11.9%
Permit Plan Review	2,844	5,438	91.2%	21,365	23,959	12.1%	70,000	34.2%
Other Permits	16,100	17,778	10.4%	40,980	43,234	5.5%	217,250	19.9%
<b>Total Licenses &amp; Permits</b>	<b>114,935</b>	<b>120,182</b>	<b>4.6%</b>	<b>311,813</b>	<b>313,233</b>	<b>0.5%</b>	<b>721,250</b>	<b>43.4%</b>
<b>Fines and Forfeits</b>	<b>41,400</b>	<b>33,517</b>	<b>(19.0%)</b>	<b>84,400</b>	<b>69,360</b>	<b>(17.8%)</b>	<b>582,000</b>	<b>11.9%</b>
<b>Charges for Services</b>								
Fire/Rescue Ambulance Fee	45,076	50,708	12.5%	67,601	145,174	114.8%	650,000	22.3%
Park Program Fees	11,654	41,159	253.2%	41,848	71,354	70.5%	417,203	17.1%
Other Charges for Services	15,430	12,016	(22.1%)	30,425	31,172	2.5%	407,750	7.6%
<b>Total Charges for Services</b>	<b>72,160</b>	<b>103,884</b>	<b>44.0%</b>	<b>139,874</b>	<b>247,701</b>	<b>77.1%</b>	<b>1,474,953</b>	<b>16.8%</b>
<b>Investment Income</b>	<b>1,241</b>	<b>(225)</b>	<b>(118.1%)</b>	<b>4,261</b>	<b>(254)</b>	<b>(106.0%)</b>	<b>118,000</b>	<b>-0.2%</b>
<b>Miscellaneous</b>	<b>3,808</b>	<b>22,852</b>	<b>500.1%</b>	<b>17,379</b>	<b>34,939</b>	<b>101.0%</b>	<b>111,870</b>	<b>31.2%</b>
<b>Total General Fund Revenues</b>	<b>1,662,471</b>	<b>1,819,449</b>	<b>9.4%</b>	<b>3,376,193</b>	<b>3,694,592</b>	<b>9.4%</b>	<b>27,721,082</b>	<b>13.3%</b>
<b>Operating Transfers In</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>
<b>EXPENDITURES</b>								
<b>General Government</b>								
Legislative	4,268	2,942	(31.1%)	8,606	18,189	111.4%	72,786	25.0%
Administration	57,764	71,441	23.7%	115,498	118,729	2.8%	1,160,001	10.2%
Finance	53,990	55,380	2.6%	93,864	94,721	0.9%	561,060	16.9%
Technology	42,787	29,442	(31.2%)	92,742	84,242	(9.2%)	509,825	16.5%
<b>Total Gen. Govt.</b>	<b>158,809</b>	<b>159,205</b>	<b>0.2%</b>	<b>310,710</b>	<b>315,882</b>	<b>1.7%</b>	<b>2,303,672</b>	<b>13.7%</b>
<b>Public Safety</b>								
Police	531,100	422,590	(20.4%)	1,000,048	875,238	(12.5%)	7,890,924	11.1%
Fire	814,924	771,317	(5.4%)	1,593,055	1,578,467	(0.9%)	12,179,293	13.0%
Community Development	53,754	44,390	(17.4%)	107,983	87,430	(19.0%)	897,717	9.7%
<b>Total Public Safety</b>	<b>1,399,778</b>	<b>1,238,296</b>	<b>(11.5%)</b>	<b>2,701,086</b>	<b>2,541,135</b>	<b>(5.9%)</b>	<b>20,967,934</b>	<b>12.1%</b>
<b>Streets - Public Works</b>	<b>258,330</b>	<b>233,817</b>	<b>(9.5%)</b>	<b>484,055</b>	<b>452,778</b>	<b>(6.5%)</b>	<b>3,005,542</b>	<b>15.1%</b>
<b>Culture - Park and Recreation</b>	<b>45,316</b>	<b>37,986</b>	<b>(16.2%)</b>	<b>105,330</b>	<b>90,268</b>	<b>(14.3%)</b>	<b>828,388</b>	<b>10.9%</b>
<b>Total General Fund Expend.</b>	<b>1,862,233</b>	<b>1,669,304</b>	<b>(10.4%)</b>	<b>3,601,181</b>	<b>3,400,063</b>	<b>(5.6%)</b>	<b>27,105,536</b>	<b>12.5%</b>
<b>Operating Transfers Out</b>	<b>50,559</b>	<b>50,558</b>	<b>(0.0%)</b>	<b>101,118</b>	<b>101,117</b>	<b>(0.0%)</b>	<b>606,700</b>	<b>16.7%</b>
<b>NET INCOME (LOSS) FOR GENERAL</b>	<b>(250,321)</b>	<b>99,587</b>	<b>-139.8%</b>	<b>(326,106)</b>	<b>193,412</b>	<b>-159.3%</b>	<b>8,846</b>	<b>2186.4%</b>

**VILLAGE OF LAKE ZURICH**  
**OPERATING REPORT SUMMARY**  
**February 28, 2021**

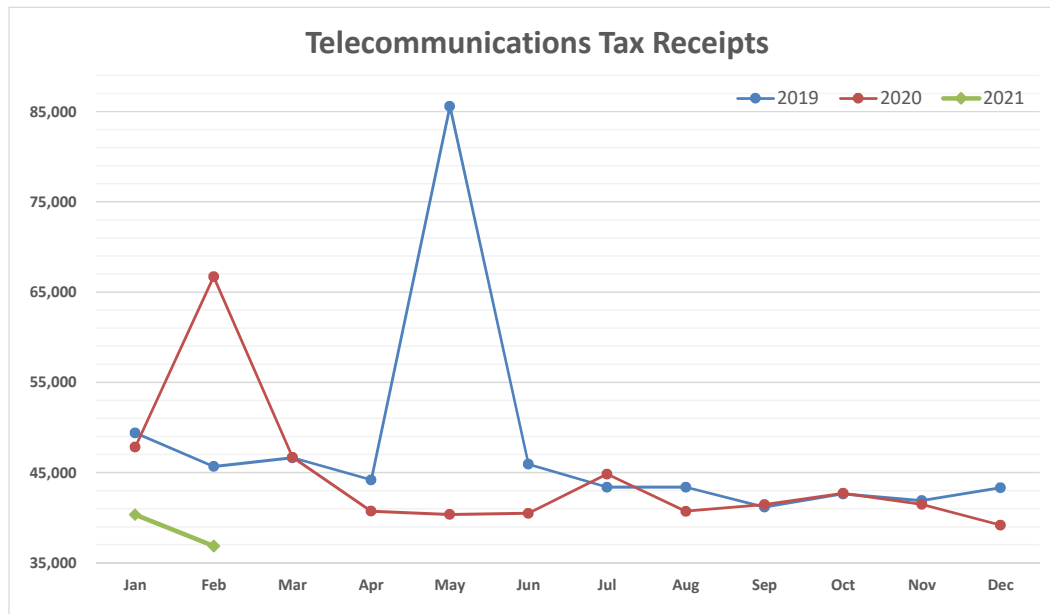
	Current Month			Year-to-Date			Amended Annual Budget	% of Annual Budget Achieved
	Budget	Actual	% Variance	Budget	Actual	% Variance		
SPECIAL REVENUE FUNDS								
MOTOR FUEL TAX FUND								
Revenues	38,129	53,824	41.2%	87,756	124,101	41.4%	641,683	19.3%
Expenditures	44,366	6,343	(85.7%)	90,384	38,196	(57.7%)	428,267	8.9%
Net Activity Gain (Loss)	(6,237)	47,482		(2,628)	85,904		213,416	
HOTEL TAX FUND								
Revenues	1,555	14	(99.1%)	3,740	4,995	33.6%	28,180	17.7%
Expenditures	6,628	19,085	187.9%	13,066	25,531	95.4%	91,808	27.8%
Net Activity Gain (Loss)	(5,073)	(19,071)		(9,326)	(20,535)		(63,628)	
SPECIAL EVENTS FUND								
Admin & Miscellaneous								
Revenues	12,277	12,270	(0.1%)	25,555	24,540	(4.0%)	152,450	16.1%
Expenditures	10,187	10,382	1.9%	20,375	20,734	1.8%	150,880	13.7%
Net Activity Gain (Loss)	2,090	1,888		5,180	3,806		1,570	
Rock the Block								
Revenues	-	200	0.0%	2,000	200	(90.0%)	59,800	0.3%
Expenditures	-	1,250	0.0%	-	1,250	0.0%	46,100	2.7%
Net Activity Gain (Loss)	-	(1,050)		2,000	(1,050)		13,700	
Craft Beer Fest								
Revenues	-	-	0.0%	-	-	0.0%	-	0.0%
Expenditures	-	-	0.0%	-	-	0.0%	-	0.0%
Net Activity Gain (Loss)	-	-		-	-		-	
Farmers Market								
Revenues	900	350	(61.1%)	3,150	2,100	(33.3%)	8,500	24.7%
Expenditures	-	-	0.0%	-	-	0.0%	8,383	0.0%
Net Activity Gain (Loss)	900	350		3,150	2,100		117	
Fourth of July								
Revenues	3,855	4,055	5.2%	8,510	7,710	(9.4%)	58,858	13.1%
Expenditures	-	-	0.0%	-	-	0.0%	57,144	0.0%
Net Activity Gain (Loss)	3,855	4,055		8,510	7,710		1,714	
Winter Festival								
Revenues	1,125	1,125	0.0%	2,750	2,250	(18.2%)	16,300	13.8%
Expenditures	-	-	0.0%	50	48	(4.2%)	16,676	0.3%
Net Activity Gain (Loss)	1,125	1,125		2,700	2,202		(376)	
Special Events Fund Total	7,970	6,368		21,540	14,768		16,725	
TIF #1 TAX FUND								
Revenues	29	9	(67.3%)	61	21	(65.7%)	1,400,350	0.0%
Expenditures	-	-	0.0%	-	-	0.0%	1,332,061	0.0%
Net Activity Gain (Loss)	29	9		61	21		68,289	
TIF #2 - DOWNTOWN								
Revenues	2,079	2,418	16.3%	10,732	7,257	(32.4%)	247,220	2.9%
Expenditures	333	-	(100.0%)	3,129	-	(100.0%)	227,100	0.0%
Net Activity Gain (Loss)	1,746	2,418		7,603	7,257		20,120	
TIF #3 - RAND ROAD								
Revenues	-	1	0.0%	-	1	0.0%	26,000	0.0%
Expenditures	-	-	0.0%	-	-	0.0%	1,400	0.0%
Net Activity Gain (Loss)	-	1		-	1		24,600	
DISPATCH CENTER FUND								
Revenues	108,201	120,200	11.1%	171,171	314,477	83.7%	1,374,730	22.9%
Expenditures	110,942	109,759	(1.1%)	231,284	220,444	(4.7%)	1,502,467	14.7%
Net Activity Gain (Loss)	(2,741)	10,441		(60,113)	94,033		(127,737)	

**VILLAGE OF LAKE ZURICH**  
**OPERATING REPORT SUMMARY**  
**February 28, 2021**

	Current Month			Year-to-Date			Amended Annual Budget	% of Annual Budget Achieved
	Budget	Actual	% Variance	Budget	Actual	% Variance		
<b>DEBT SERVICE FUNDS</b>								
<b>VILLAGE DEBT SERVICE</b>								
Revenues	108	64	(40.9%)	372	140	(62.3%)	1,203,120	0.0%
Expenditures	-	-	0.0%	361,004	-	(100.0%)	1,190,857	0.0%
Net Activity Gain (Loss)	108	64		(360,632)	140		12,263	
<b>TIF #1 DEBT SERVICE</b>								
Revenues	12	(21)	(272.1%)	35	(35)	(200.7%)	1,958,600	(0.0%)
Expenditures	-	-	0.0%	653,103	716,766	9.7%	2,040,261	35.1%
Net Activity Gain (Loss)	12	(21)		(653,068)	(716,801)		(81,661)	
<b>CAPITAL PROJECT FUNDS</b>								
<b>CAPITAL IMPROVEMENTS</b>								
Revenues	6,081	230,122	3,684.3%	12,232	244,079	1,895.4%	274,616	88.9%
Expenditures	6,415	1,599	(75.1%)	12,830	1,599	(87.5%)	642,250	0.2%
Net Activity Gain (Loss)	(334)	228,523		(598)	242,480		(367,634)	
<b>PARK IMPROVEMENTS</b>								
Revenues	-	-	0.0%	-	-	0.0%	-	0.0%
Expenditures	-	-	0.0%	-	-	0.0%	-	0.0%
Net Activity Gain (Loss)	-	-		-	-		-	
<b>NON-HOME RULE SALES TAX</b>								
Revenues	150,738	172,500	14.4%	289,648	346,084	19.5%	1,724,871	20.1%
Expenditures	333	23,190	6,864.1%	666	24,114	3,520.7%	2,224,500	1.1%
Net Activity Gain (Loss)	150,405	149,310		288,982	321,970		(499,629)	
<b>ENTERPRISE FUND</b>								
<b>WATER AND SEWER</b>								
Revenues	567,111	576,810	1.7%	1,161,105	1,155,890	(0.4%)	7,052,243	16.4%
Expenses								
Administration	43,507	36,773	(15.5%)	83,900	80,497	(4.1%)	535,078	15.0%
Debt	-	-	0.0%	24,173	27,643	14.4%	175,998	15.7%
Depreciation	159,917	159,917	(0.0%)	319,834	319,833	(0.0%)	1,919,000	16.7%
Billing	20,182	16,369	(18.9%)	39,047	29,844	(23.6%)	240,226	12.4%
Water	112,216	94,615	(15.7%)	217,542	158,403	(27.2%)	2,193,898	7.2%
Sewer	59,769	60,418	1.1%	119,438	109,615	(8.2%)	2,727,788	4.0%
	395,591	368,092		803,934	725,834		7,791,988	
Net Activity Gain (Loss)	171,520	208,718		357,171	430,055		(739,745)	
<b>INTERNAL SERVICE FUNDS</b>								
<b>MEDICAL INSURANCE</b>								
Revenues	245,884	238,887	(2.8%)	491,784	493,783	0.4%	2,978,503	16.6%
Expenses	240,337	272,100	13.2%	520,912	545,254	4.7%	2,976,259	18.3%
Net Activity Gain (Loss)	5,547	(33,213)		(29,128)	(51,471)		2,244	
<b>RISK MANAGEMENT</b>								
Revenues	97,427	136,903	40.5%	194,861	249,808	28.2%	1,169,679	21.4%
Expenses	20,656	9,793	(52.6%)	896,791	873,102	(2.6%)	1,328,279	65.7%
Net Activity Gain (Loss)	76,771	127,111		(701,930)	(623,293)		(158,600)	
<b>EQUIPMENT REPLACEMENT</b>								
Revenues	62,866	62,696	(0.3%)	125,671	125,433	(0.2%)	957,050	13.1%
Expenses	43,882	33,988	(22.5%)	687,966	678,423	(1.4%)	1,146,450	59.2%
Net Activity Gain (Loss)	18,984	28,708		(562,295)	(552,990)		(189,400)	
<b>TOTAL ALL VILLAGE FUNDS</b>	<b>168,386</b>	<b>856,433</b>		<b>(2,030,467)</b>	<b>(575,048)</b>		<b>(1,861,531)</b>	



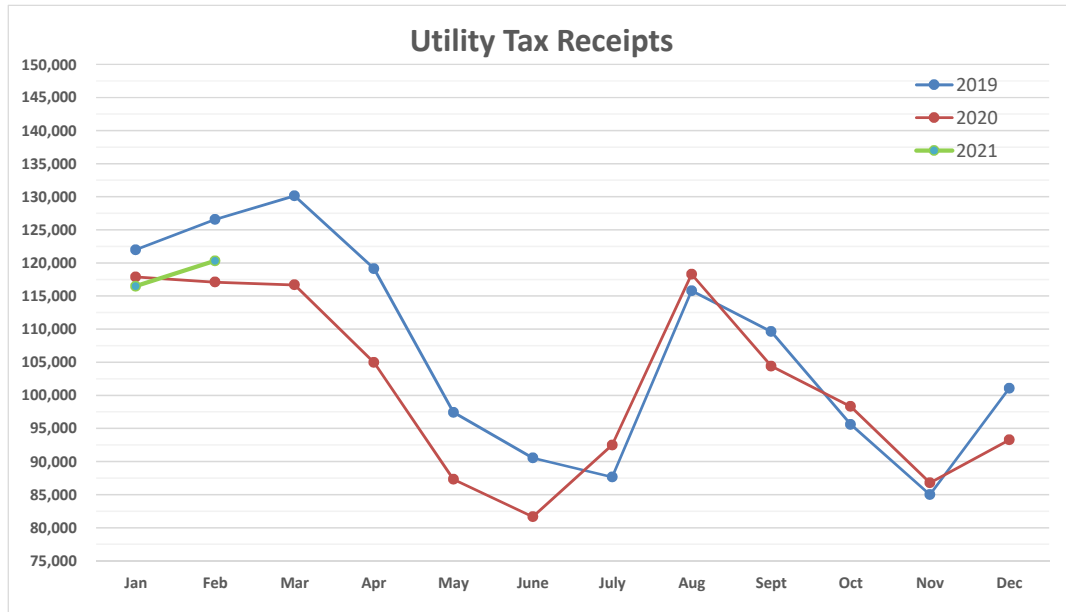
DEPARTMENT OF FINANCE  
MONTHLY REPORT  
FEBRUARY 2021



**Collection History**

Received	Earned	Historical			Current Year Actual		Current Year Budget		
		FY 2019	FY 2020	% Change	FY 2021	% Change	Budget	Variance \$	Variance %
January	October	49,387	47,823	-3.17%	40,329	-15.67%	36,479	3,850	10.55%
February	November	45,678	66,708	46.04%	36,855	-44.75%	33,740	3,115	9.23%
March	December	46,633	46,694	0.13%		-100.00%	34,445	(34,445)	-100.00%
April	January	44,188	40,718	-7.85%		-100.00%	32,639	(32,639)	-100.00%
May	February	85,580	40,356	-52.84%		-100.00%	63,212	(63,212)	-100.00%
June	March	45,928	40,486	-11.85%		-100.00%	33,924	(33,924)	-100.00%
July	April	43,371	44,824	3.35%		-100.00%	32,035	(32,035)	-100.00%
August	May	43,380	40,706	-6.16%		-100.00%	32,042	(32,042)	-100.00%
September	June	41,173	41,448	0.67%		-100.00%	30,412	(30,412)	-100.00%
October	July	42,628	42,693	0.15%		-100.00%	31,486	(31,486)	-100.00%
November	August	41,893	41,476	-0.99%		-100.00%	30,943	(30,943)	-100.00%
December	September	43,311	39,177	-9.54%		-100.00%	46,413	(46,413)	-100.00%
		573,151	533,107	-6.99%	77,184		437,770	(360,586)	
Y-T-D		95,066	114,531	20.47%	77,184	-32.61%	70,219	6,965	9.92%

DEPARTMENT OF FINANCE  
MONTHLY REPORT  
FEBRUARY 2021

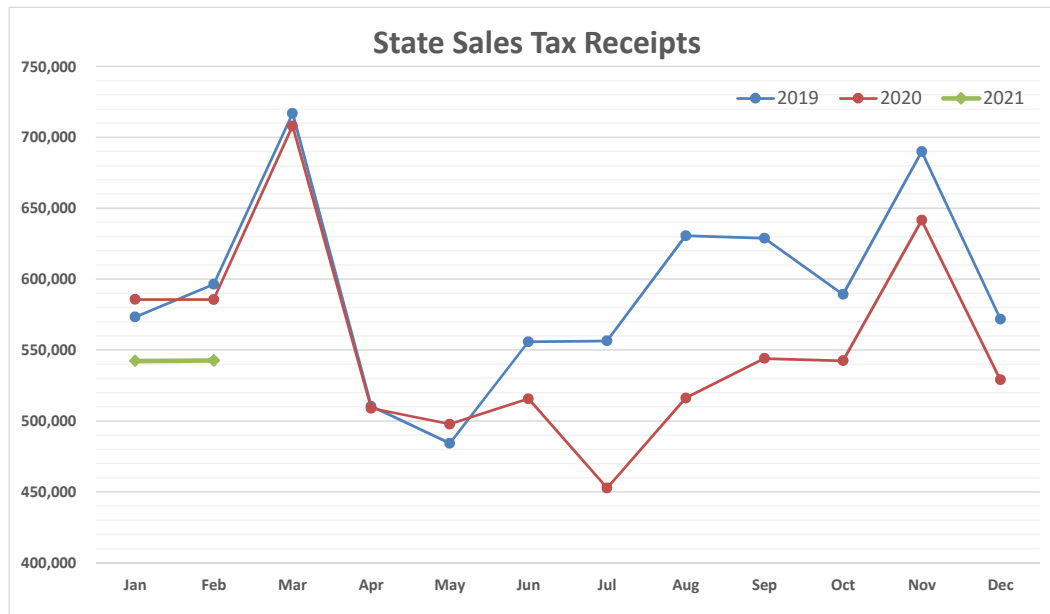


**Collection History**

**COMBINED - ELECTRICITY & GAS**

Receipt Month	Liability Month	Historical			Current Year Actual		Current Year Budget		
		2019	2020	% Change	2021	% Change	FY 2021	Variance \$	Variance %
Jan	Dec	122,004	117,886	-3.4%	116,503	-1.2%	118,565	(2,062)	-1.7%
Feb	Jan	126,567	117,123	-7.5%	120,335	2.7%	122,993	(2,658)	-2.2%
Mar	Feb	130,142	116,704	-10.3%	-	-100.0%	126,277	(126,277)	-100.0%
Apr	Mar	119,145	104,962	-11.9%	-	-100.0%	115,656	(115,656)	-100.0%
May	Apr	97,442	87,312	-10.4%	-	-100.0%	94,751	(94,751)	-100.0%
June	May	90,545	81,656	-9.8%	-	-100.0%	88,184	(88,184)	-100.0%
July	June	87,662	92,490	5.5%	-	-100.0%	85,492	(85,492)	-100.0%
Aug	July	115,800	118,303	2.2%	-	-100.0%	113,039	(113,039)	-100.0%
Sept	Aug	109,636	104,416	-4.8%	-	-100.0%	107,028	(107,028)	-100.0%
Oct	Sept	95,602	98,328	2.9%	-	-100.0%	93,297	(93,297)	-100.0%
Nov	Oct	84,994	86,781	2.1%	-	-100.0%	82,874	(82,874)	-100.0%
Dec	Nov	101,081	93,274	-7.7%	-	-100.0%	94,371	(94,371)	-100.0%
		1,280,618	1,219,235	-4.79%	236,838	-80.6%	1,242,527	(1,005,689)	
Y-T-D		248,570	235,009	-5.46%	236,838	0.8%	241,558	(4,720)	-2.0%

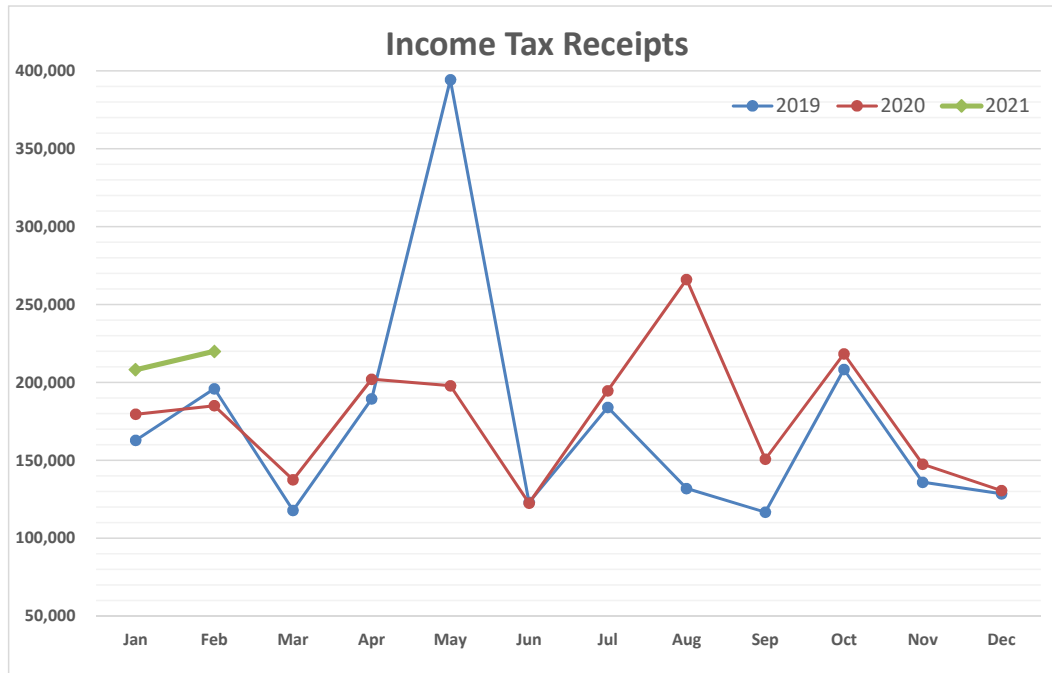
DEPARTMENT OF FINANCE  
MONTHLY REPORT  
FEBRUARY 2021



**Collection History**

Received	Earned	Historical			Current Year Actual		Current Year Budget		
		2019	2020	% Change	2021	% Change	Budget	Variance \$	Variance %
January	October	573,338	585,729	2.16%	542,215	-7.43%	464,847	77,368	16.64%
February	November	596,355	585,612	-1.80%	542,675	-7.33%	483,508	59,167	12.24%
March	December	716,833	708,009	-1.23%	-	-100.00%	581,188	(581,188)	-100.00%
April	January	510,348	508,950	-0.27%	-	-100.00%	413,776	(413,776)	-100.00%
May	February	484,267	497,768	2.79%	-	-100.00%	392,630	(392,630)	-100.00%
June	March	555,869	515,679	-7.23%	-	-100.00%	450,683	(450,683)	-100.00%
July	April	556,516	452,741	-18.65%	-	-100.00%	451,207	(451,207)	-100.00%
August	May	630,633	516,160	-18.15%	-	-100.00%	511,299	(511,299)	-100.00%
September	June	628,856	544,099	-13.48%	-	-100.00%	509,859	(509,859)	-100.00%
October	July	589,297	542,519	-7.94%	-	-100.00%	477,786	(477,786)	-100.00%
November	August	689,952	641,526	-7.02%	-	-100.00%	559,394	(559,394)	-100.00%
December	September	571,876	529,081	-7.48%	-	-100.00%	457,841	(457,841)	-100.00%
		7,104,140	6,627,872	-6.70%	1,084,890		5,754,018	(4,669,128)	
Y-T-D		1,169,694	1,171,341	0.14%	1,084,890	-7.38%	948,355	136,535	14.40%

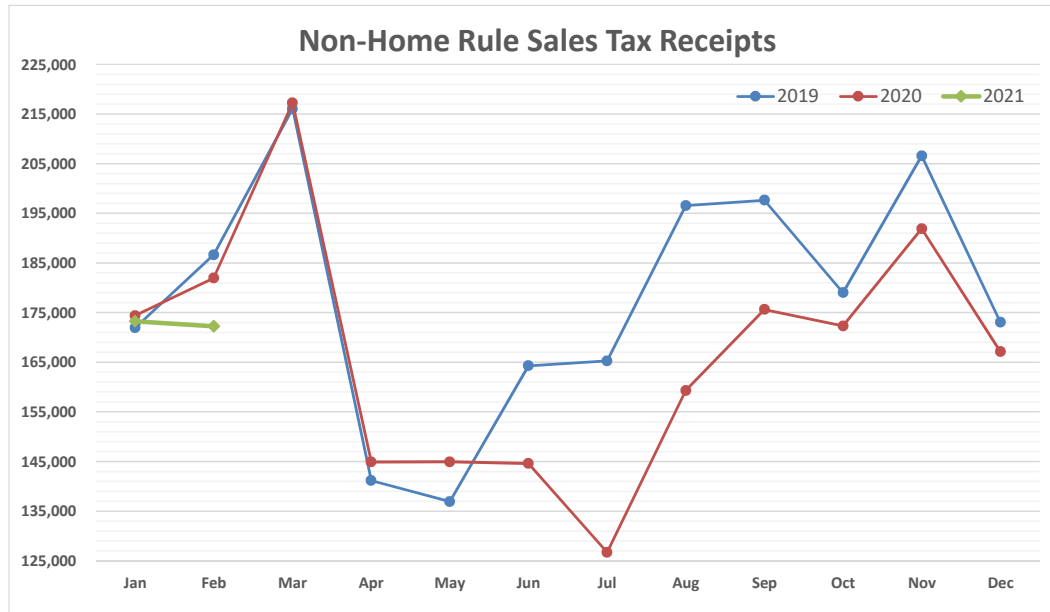
DEPARTMENT OF FINANCE  
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FEBRUARY 2021



**Revenue History**

Vouchered	Historical			Current Year Actual		Current Year Budget		
	2019	2020	% Change	2021	% Change	FY 2021	Variance \$	Variance %
January	162,876	179,651	10.30%	208,145	15.86%	139,156	68,989	49.58%
February	195,953	185,089	-5.54%	220,056	18.89%	167,416	52,640	31.44%
March	117,989	137,632	16.65%		-100.00%	100,806	(100,806)	-100.00%
April	189,515	202,147	6.67%		-100.00%	161,915	(161,915)	-100.00%
May	394,217	197,921	-49.79%		-100.00%	336,807	(336,807)	-100.00%
June	123,113	122,594	-0.42%		-100.00%	105,184	(105,184)	-100.00%
July	184,112	194,674	5.74%		-100.00%	157,299	(157,299)	-100.00%
August	131,977	266,162	101.67%		-100.00%	112,757	(112,757)	-100.00%
September	116,806	150,811	29.11%		-100.00%	99,796	(99,796)	-100.00%
October	208,404	218,387	4.79%		-100.00%	178,054	(178,054)	-100.00%
November	136,016	147,566	8.49%		-100.00%	116,208	(116,208)	-100.00%
December	128,529	130,645	1.65%		-100.00%	109,811	(109,811)	-100.00%
	2,089,504	2,133,279	2.09%	428,200	-79.93%	1,785,209	(1,357,009)	-76.01%
Y-T-D	358,828	364,740	1.65%	428,200	17.40%	306,572	121,628	39.67%

DEPARTMENT OF FINANCE  
MONTHLY REPORT  
FEBRUARY 2021



**Collection History**

Received	Earned	Historical			Current Year Actual		Current Year Budget		
		2019	2020	% Change	2021	% Change	Budget	Variance \$	Variance %
January	October	171,944	174,393	1.42%	173,241	-0.66%	138,255	34,986	25.31%
February	November	186,644	181,973	-2.50%	172,248	-5.34%	150,075	22,173	14.77%
March	December	216,076	217,245	0.54%		-100.00%	173,741	(173,741)	-100.00%
April	January	141,165	144,913	2.65%		-100.00%	113,507	(113,507)	-100.00%
May	February	136,920	144,946	5.86%		-100.00%	109,611	(109,611)	-100.00%
June	March	164,308	144,621	-11.98%		-100.00%	132,116	(132,116)	-100.00%
July	April	165,275	126,701	-23.34%		-100.00%	132,893	(132,893)	-100.00%
August	May	196,564	159,315	-18.95%		-100.00%	158,052	(158,052)	-100.00%
September	June	197,652	175,641	-11.14%		-100.00%	158,927	(158,927)	-100.00%
October	July	179,039	172,331	-3.75%		-100.00%	143,961	(143,961)	-100.00%
November	August	206,609	191,900	-7.12%		-100.00%	166,129	(166,129)	-100.00%
December	September	173,055	167,141	-3.42%		-100.00%	138,304	(138,304)	-100.00%
		2,135,250	2,001,120	-6.28%	345,489		1,715,571	(1,370,082)	
Y-T-D		358,587	356,366	-0.62%	345,489	-3.05%	288,330	57,159	19.82%

Village of Lake Zurich  
Investment Report  
February 28, 2021

Description	Purchase Date	Maturity Date	Coupon Rate	CUSIP / Account	Par Value	Purchase Price	(Premium) / Discount	Market Value	Unrealized Gain (Loss)
<b>MONEY MARKET &amp; CASH</b>									
Eagle Bank	N/A	N/A	0.000%	214754-1	177.21	177.21	-	177.21	N/A
IPRIME	NA	NA	0.000%		5,532,164.85	5,532,164.85	-	5,532,164.85	N/A
<b>CERTIFICATE OF DEPOSIT</b>									
Morgan Stanley Pvt Bank	04/06/18	04/12/21	2.800%	61747MT35	246,000.00	246,000.00	-	246,847.96	847.96
Ally Bank	05/11/18	05/17/21	2.900%	02007GCR2	210,000.00	210,000.00	-	211,333.08	1,333.08
Discover Bank	05/11/18	05/17/21	2.900%	254673PP5	129,000.00	128,815.63	184.37	129,804.57	988.94
Preferred Bank	01/28/21	07/27/21	0.150%		249,986.02	249,800.00		249,800.00	-
Western Alliance Bank	01/28/21	01/28/22	0.250%		249,933.22	249,300.00		249,300.00	-
Texas Capital Bank	01/28/21	01/28/22	0.200%		249,999.37	249,500.00		249,500.00	-
Customers Bank	01/28/21	07/27/22	0.150%		249,959.40	249,400.00		249,400.00	-
Bank USA/Private Bank	01/28/21	07/27/22	0.150%		249,971.52	249,400.00		249,400.00	-
Servisfirst Bank	01/28/21	01/30/23	0.160%		249,197.83	248,400.00		248,400.00	-
Pacific Western Bank	01/28/21	01/30/23	0.210%		249,948.24	248,900.00		248,900.00	-
First Internet Bank of IN	02/10/21	08/11/22	0.080%		249,999.63	249,700.00		249,700.00	-
GBC International Bank	02/10/21	08/11/22	0.090%		249,946.01	249,600.00		249,600.00	-
Midland States Bank	02/19/21	02/22/23	0.110%		249,955.94	249,400.00		249,400.00	-
Allegiance Bank Texas	02/19/21	02/22/23	0.110%		249,953.44	249,400.00		249,400.00	-
BMW Bank North America	02/19/21	02/22/23	0.150%		249,000.00	249,000.00		248,999.25	(0.75)
<b>TOTAL</b>					9,115,192.68	9,108,957.69	184.37	9,112,126.92	3,169.23
Per Statement				PMA Invests	9,115,192.68	9,108,957.69		9,112,126.92	3,169.23
				Total	9,115,192.68	9,108,957.69		9,112,126.92	



Village of Lake Zurich  
Police and Firefighters' Pension Funds  
Statement of Net Position  
February 28, 2021

POLICE PENSION FUND		FIREFIGHTERS' PENSION FUND	
	February-21	February-21	Year-to-Date
<b>Revenues:</b>		<b>Revenues:</b>	
Municipal Contributions	-	Municipal Contributions	22,190
Member Contributions	24,778	Member Contributions	75,824
Total Contributions	24,778	Total Contributions	98,014
Investment Income	464,356	Investment Income	675,805
<b>Total Revenues</b>	<b>489,134</b>	<b>Total Revenues</b>	<b>773,819</b>
<b>Expenses:</b>		<b>Expenses:</b>	
Pension and Benefits	188,149	Pension and Benefits	367,478
Insurance	-	Insurance	-
Professional Services	-	Professional Services	8,124
Investment Expenses	28	Investment Expenses	24,218
Other Expenses	-	Other Expenses	-
<b>Total Expenses</b>	<b>188,177</b>	<b>Total Expenses</b>	<b>399,821</b>
Operating Income (Loss)	300,957	Operating Income (Loss)	373,998
Beginning Net Position*	30,265,857	Beginning Net Position*	48,430,770
<b>Ending Net Position</b>	<b>30,566,814</b>	<b>Ending Net Position</b>	<b>48,804,768</b>
<b>Assets</b>		<b>Assets</b>	
Cash and Investments	30,510,694	Cash and Investments	48,715,163
Other Assets	70,813	Other Assets	114,528
Total Assets	30,581,507	Total Assets	48,829,691
<b>Liabilities</b>		<b>Liabilities</b>	
	14,693		24,923
<b>Net Position 02/28</b>	<b>30,566,814</b>	<b>Net Position 02/28</b>	<b>48,804,768</b>



# COMMUNITY DEVELOPMENT DEPARTMENT

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## MONTHLY INFORMATION REPORT

**March 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION MAKING

505 TELSER ROAD  
LAKE ZURICH, IL 60047

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## DEPARTMENT NARRATIVE

During the month of March 2021, the Community Development Department was engaged in the following activities:

### **BUILDING & ZONING DIVISION:**

#### **Commercial Permits issued:**

742 S Rand: Popeye's Buildout  
 200 S Rand: Paulus Park Fire Restoration  
 750 Oakwood: Kraft Chemical Buildout

#### **Commercial Occupancy Permits issued:**

717 Rose: M & A - Epoxy coating manufacturer and distributor  
 1124 Rose: Sun Berry Orchard - Food and beverage distributor  
 143 E Main: MVP Sports – expansion from existing 140 Oakwood facility  
 808 S Rand: Center for COVID Control – testing facility  
 588 IL Rt 22: Coco Nails  
 800 Church: G2 Revolution – recycling and repackaging distribution  
 60 N Old Rand: La Michoacana Ice cream shop  
 492 S Rand: Lake Zurich Healthy Zone- Juice Bar  
 160 E Main, Unit B: Janicki & Associates-Insurance  
 927 S Rand: La Mula Mexican Grill  
 1178 Flex Ct: Huckster- Food Distributor

**FOIA Requests:** Total number of FOIA requests: 8

### **PLANNING DIVISION:**

#### **Planning and Zoning Commission (PZC) Activity:**

The March 17, 2021 meeting of the PZC was canceled due to lack of applications for consideration.

#### **New Zoning Applications received (for PZC consideration).**

The following new applications were received for consideration by the PZC at their April 21, 2021 meeting:

1. *Formula 1 Cheer (Physical Fitness) - 65 Oakwood – Special Use Permit.* Application by Mr. Jason Tercall to establish a Physical Fitness Facility specializing in cheerleading, tumbling and training within Unit 3 of the industrial condominium building.
2. *The Sanctuary at Lake Zurich - 300 North Rand Road/881 North Old Rand Road and 320 North Rand Road – Planned Unit Development (PUD).* Application by Mr. Romeo Kapudija of Miller Street Partners for a mixed-use development containing retail uses within a 4,200 square-foot building and 23 residential townhomes within three buildings

**Development Planning:**

1. *Life Time Fitness at 400 N Rand Road.* Life Time's Assistant Superintendent for the Lake Zurich project, Mr. Derek Delahanty had been coordinating the tree removal and fence repair on the property with Public Works Director Brown. He reported that the trees identified for removal on the east side of the property were removed. He also stated that the fencing contractor had returned to repair/replace the green vinyl windscreens that had been damaged along both Route 12 and Old Rand Road. There is no change in their proposed schedule for resuming work, which was still anticipated in July of this year.
2. *Cummings Property Development Update.* In late January, staff had reported that Mr. Joseph Elias of Vintage Luxury Homes, the developer had stated that they would no longer proceed with the development known as Somerfield at 99 Quentin Road (the Cummings Property) because the development agreement did not contain their requested revenue sharing incentive (25% sales tax sharing) and a cap on consultant fees. The project had received Final Plan approval by the Village Board on January 18, 2021. Mr. Elias later contacted Mayor Poynton requesting a meeting to discuss resuming the development project. Following an initial meeting with Mayor Poynton, Mr. Elias met with Manager Keller, Assistant Manager Witherow, Director Saher and the Mayor to discuss his reasons and intentions regarding the project. During the discussion, Mayor Poynton reiterated that the Village was not inclined to provide a revenue sharing incentive since the Village is already obligated to share any revenues generated by development on this property with the Villages of Kildeer and Hawthorn Woods. Staff further reiterated that a cap on consultant fees would not be warranted as the fees pay for the actual costs of review and inspection services provided by the Village's engineering consultants and that the rate is set by the Municipal Code. However, staff indicated that it was willing to work on other minor technical and development-related items that Mr. Elias brought to the table.
3. *Avery Ridge.* M/I Homes submitted a Building Permit application for its 14th single-family home at Avery Ridge on Midlothian Road. The first permit was issued to the builder last October. They indicated that this trend of construction will be consistent through the year, which is an indication of the pent-up demand for new homes in the Chicagoland suburbs.
4. *Former Alpine Medical Property at 7, 15, 19 S Old Rand Road.* Assistant Village Manager Roy Witherow and Community Development Director Saher had been in discussion with Mr. Matthew Lovejoy who indicated his interest in developing a building for his wife, Ms. Anping Lovejoy, the owner of Lake Zurich Florist. In early December staff had reported on his interest in a new building project at the former Alpine Medical property at 7, 15 and 19 South Old Rand Road. Mr. Lovejoy later informed staff that he intended to move forward with potentially acquiring the village-owned property and constructing a new mixed-use building containing three commercial tenant spaces on the first floor and three residential units on the upper floor. The village-owned property recently underwent demolition of the buildings and an environmental clean-up with a final certification of "No Further Remediation" (NFR) in August 2020. Mr. Lovejoy introduced the project to the Village Board at a Courtesy Review on March 15.
5. *Agreement with Lake County Regarding the Quentin Road Noise Wall.* As part of the recently completed Quentin Road improvements, a noise wall was constructed along the west side of the roadway to screen the residences within Bristol Trail, Hunter's Creek and Chestnut Corners subdivisions that back up to the roadway. The noise wall was constructed approximately 4 to 5 feet away from the rear lot lines of these homes thereby leaving a gap between their rear yards and the wall. Community Development and Public Works staff had since been in discussion with Lake County Transportation and Planning staff on preparing an intergovernmental agreement that would allow affected residents to extend their fences up to the noise wall on Quentin Road. The agreement provides for the procedures, roles and responsibilities of Lake Zurich and Lake County to allow residents to extend their fences if they so choose.

to completely enclose their rear yards and to maintain the area in between their rear yards and the wall. Staff planned to present the intergovernmental agreement to the Village Board for consideration and approval at the April 5, 2021 meeting.

6. Peapod at 1325 Ensell Road. Staff learned that the former Peapod Building at 1325 Ensell Road had been sold to a private investor who also recently purchased a similar property in Bolingbrook, Illinois. Peapod continues to remain on the lease and is attempting to sublease the remaining balance which ends January, 2025. It is anticipated that several updates and maintenance items will take place over the next several months while a tenant is pursued. The Village had actively worked with the broker over the past several years to assist in procuring a suitable tenant.
7. 800 Church Street. Staff had been working with g2 revolution in Lake in the Hills to facilitate moving its headquarters (executive officers, administration, technology, and sales) to Lake Zurich. Scott DeMuth, President of g2 revolution, informed the Village that it would be moving into the 800 Church Street facility this month. G2 revolution uses state-of-the-art methodology to remanufacture, reformulate, and reuse non-sellable products to industrial and commercial markets. Their major clients are retail chain stores. They were transitioning with retail operators to support more online retailing in the near future. G2 would be adding to its operations in Lake Zurich over time as business growth developed.
8. New Popeyes at 742 S Rand Road. Community Development staff issued a permit to Popeye's to begin the remodel and reconstruction of the vacant Pizza Hut property at 742 South Rand Road. The project included interior remodeling, exterior modifications to upgrade and modernize the building's appearance, and site changes to include a double-access drive-through lane. Staff reached out to the developer to obtain a completion and opening date and would report back on the dates.
9. La Michoacana Ice Cream Shop Update (60 North Old Rand Road). The owner of Lake Zurich Michoacana Ice Cream was issued a Certificate of Occupancy and Business License. As previously reported, they have planned to open after properly getting inventoried and training new staff.
10. Heritage Christian Church Expansion at 255 North Quentin Road. In November 2019, staff reported that the Village's Development Review Team (DRT) had been approached by Heritage Christian Church to discuss and provide feedback on concept plans to expand the church facility. However, it did not move forward on the project at that time. The church's consulting engineers, Engineering Resource Associates, reached out to Community Development staff to revive the project. The project involved expanding the existing 19,000 square foot building with a new larger 750- seat worship space, entry and gathering lobby, and administration offices. The expansion would also require adding to the existing parking lot. Staff continues to believe that there is potential to expand on this property based on the amount of land available but has recommended that the church's consultants be sensitive to the existing wetland and stormwater issues, and access to the property from Quentin Road.

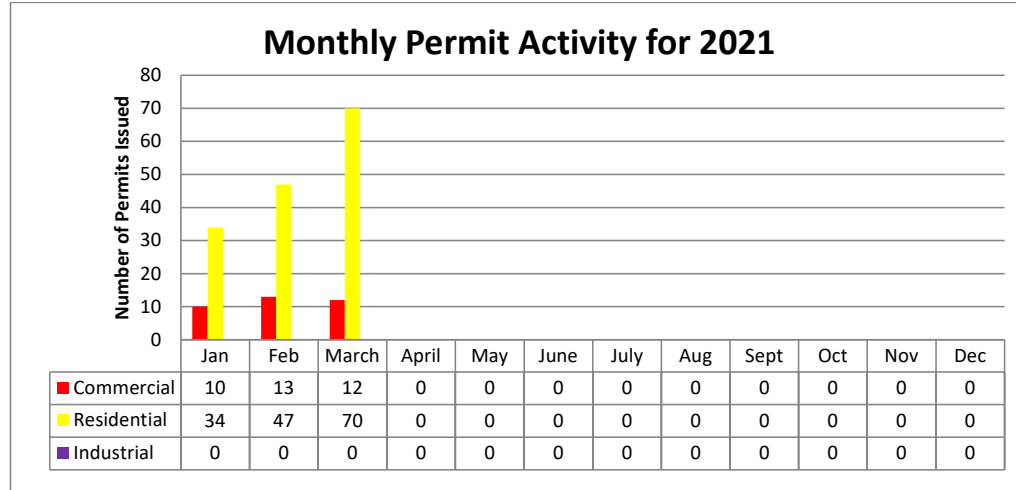
#### **Code Enforcement Efforts:**

1. Bills Boats Violations. Community Development staff confirmed with the Lake County Mundelein Branch Court Clerk that a trial date had been set for May 7, 2021 related to Bill's Boats expansion of the pier without necessary permits or approvals. Staff had previously reported a trial date of March 5, which had been moved to May 7 at the request of Mr. Abbott and his attorney.

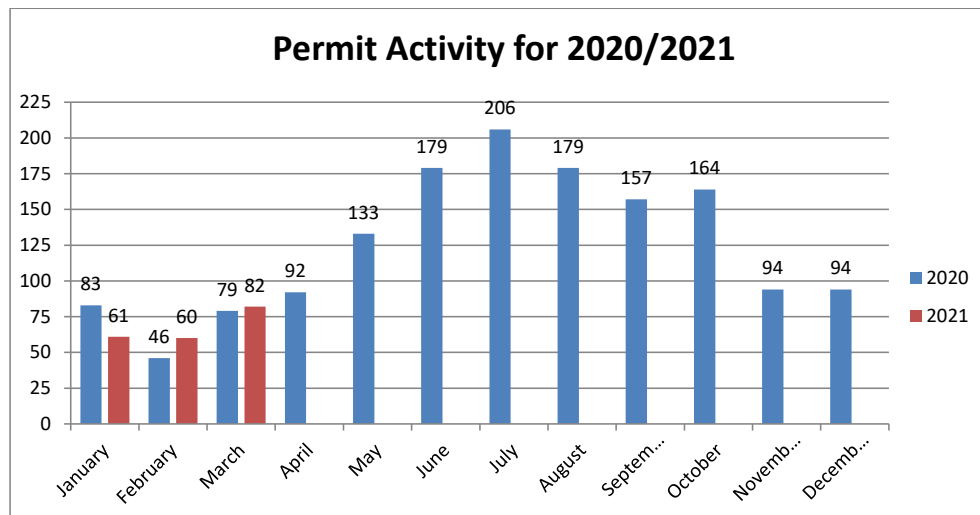
**Staff participation in other projects:**

1. Lake County "MY Commute" Study. Community Development Director Saher was interviewed by staff of the Lake County Division of Transportation and their planning consultant AECOM as part of a study known as "MY Commute Lake County." The study was looking at investigating ways to reduce the use of single occupancy vehicles (SOVs) on roadways in the region. The goal was to identify strategies that could shift individuals from driving alone in a car to another mode, making the entire transportation system more efficient for everyone and minimizing environmental impacts from vehicle emissions. The Lake Zurich area was identified as one of the sub-regions being studied since its Corporate and Industrial Park was a major employment provider in southwest Lake County along with nearby Kemper Lakes Business Center. More information on the study can be viewed at this [website](#).



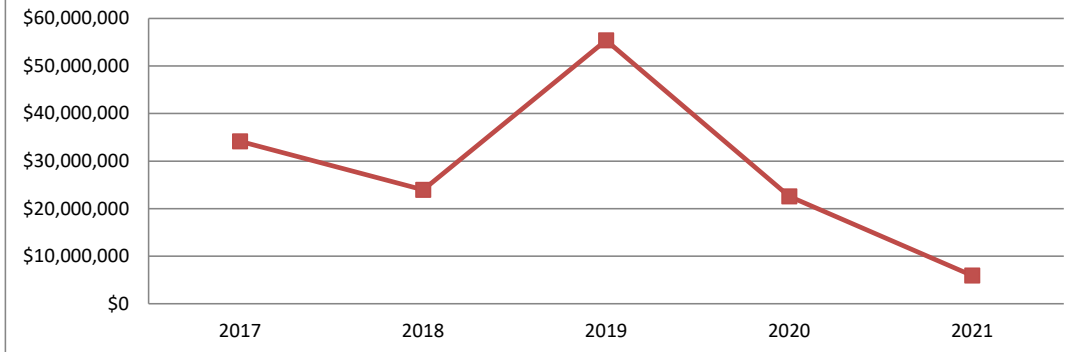


The chart above represents the total of permit activity on a monthly basis for 2021.



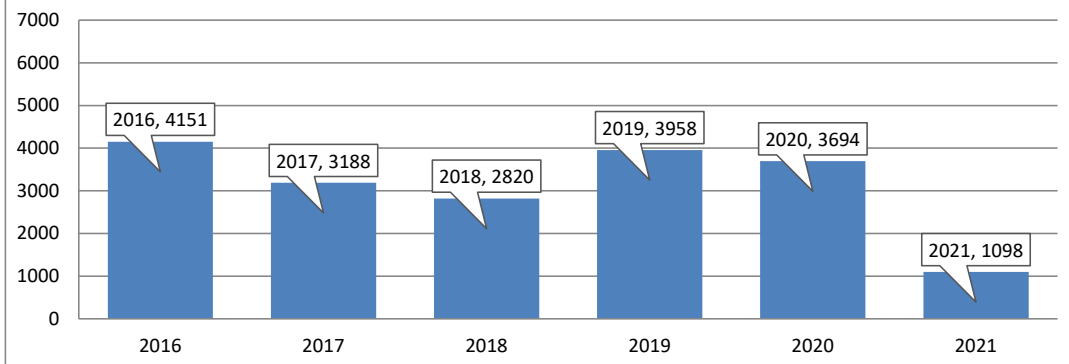
The chart above compares monthly permit activity for 2021 to the previous year 2020.

### Construction Value of New Permits: January-December 2017-2021

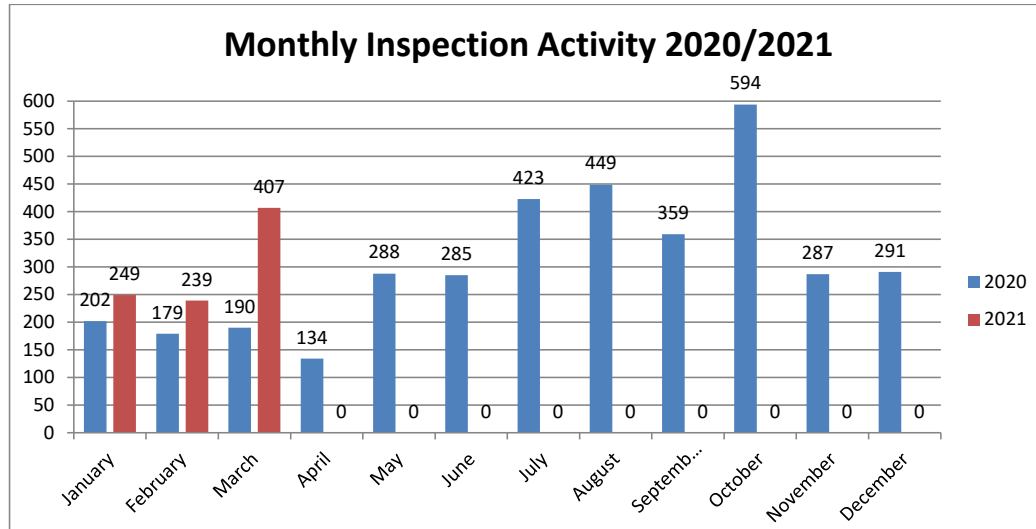


This chart tracks construction value of permit activity by year for 5 years. Comparable data will not be available until the end of the year.

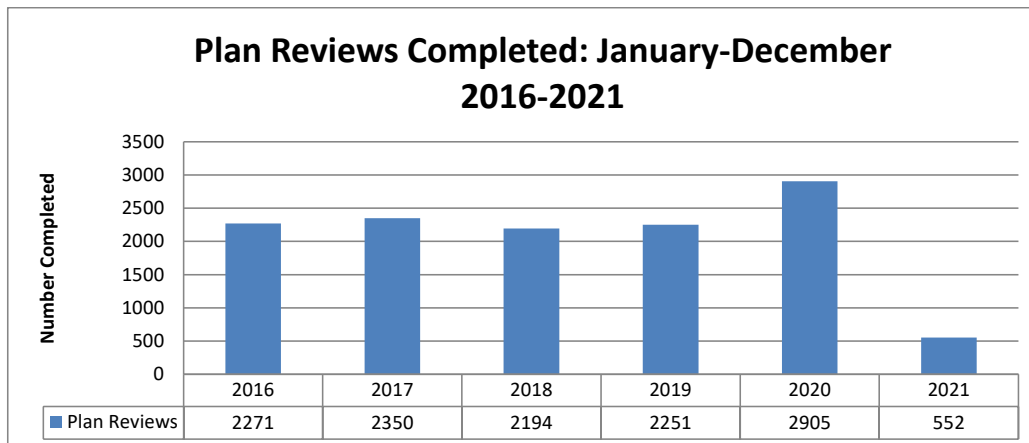
### Inspection Activity: January-December 2016-2021



This graph illustrates the number of inspections performed by year. Comparable data for 2021 will not be available until the end of the year.

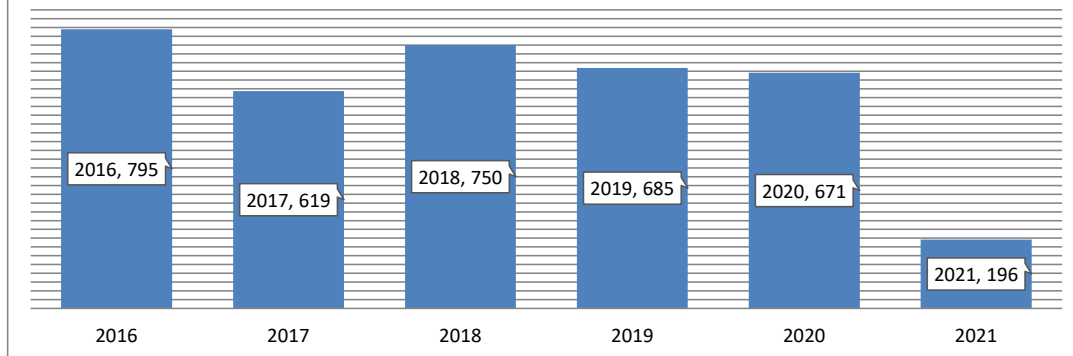


This chart indicates inspection activity on a monthly basis for 2021 compared to the previous year 2020.



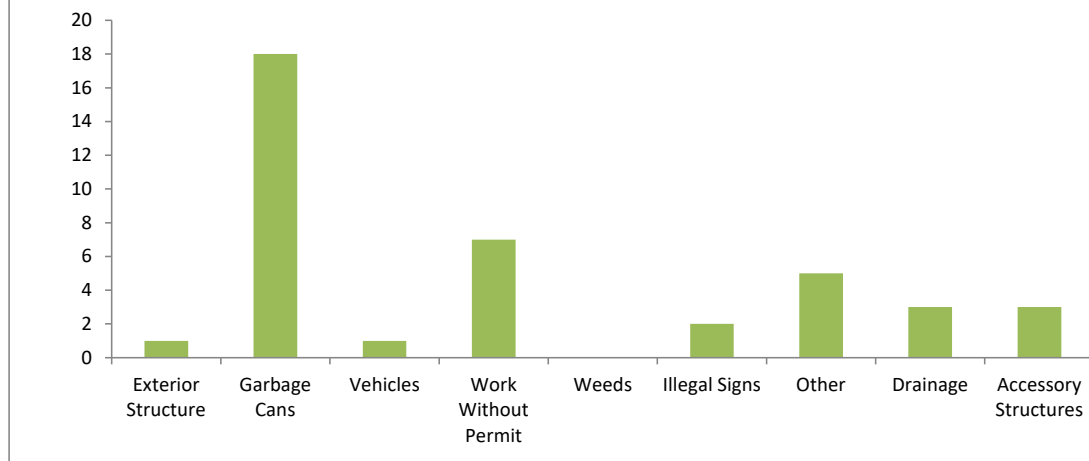
This graph illustrates the number of plan reviews performed by year. Comparable data for 2021 will not be available until the end of the year.

### Contractor Registrations January-December (applied for) 2016-2021



Comparable data for 2021 will not be available until the end of the year.

### Common Code Violations - Details



This graph illustrates the number of code violations reported for the month. The data varies from month to month and is season dependent.



# FIRE DEPARTMENT

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## MONTHLY INFORMATION REPORT

**March 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION-MAKING

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

**OUR MISSION:** To care for and protect our community.

**OUR VISION:** The Lake Zurich Fire Department is dedicated to meeting the ever changing needs of our community, while ensuring a safe and secure environment for all, through professional development, unity and teamwork.

**OUR VALUES:** Professionalism, Responsibility, Integrity, Dedication, Honor

## Departmental Narrative - March 2021 Overview

The Department responded to **294 calls** for service in March, which averaged **9 calls** per day and required **427 individual vehicle responses** to provide the necessary personnel for each incident.

Thirty-eight percent (**38%**) of the responses occurred while another call was in progress. Seventeen percent (**17%**) of needs required a response from the non-primary engine, ambulance, or a mutual aid department due to multiple calls in progress.

Our current staffing model increases response times when simultaneous calls occur as the Department is only structured to handle a single response per station. We staff two vehicles with only three personnel using what is called a "jump company." If the call is for the ambulance, the personnel respond with the ambulance, and if it is a fire call, the staff responds with the engine. One of the vehicles remains in the station unstaffed on every call we respond to due to the limited personnel we have on shift. Once a station commits on a call, the next call for service requires another station or mutual aid to handle the incident.



## Lake Zurich Significant Calls

### **Commercial Structure Fire – March 30, 2021**

Fire department crews responded to a commercial structure fire at 642 South Rand Road (Burger King) on March 30, 2021. The preliminary fire investigation determined the fire started in the exterior landscape mulch and progressed into the building's exterior wall. The business sustained fire, smoke, and water damage estimated at \$150,000. The estimated property and contents saved is \$400,000. There were no reports of any civilian or firefighter injuries. *(Pictured right)*







#### Motor Vehicle Crash – March 10, 2021

Battalion 32, Engine 321 and Ambulance 324 responded for a motor vehicle accident – a semi-tractor trailer versus a car. A motor vehicle struck the driver's side of the semi, causing a transmission oil leak. Due to the leak's size, the command requested Utility 321 to respond with additional oil dry bags. Engine 321 contained the leak and applied absorbent to the spill. Subjects involved in the accident were assessed for injuries and refused transport to a hospital. Due to the extent of damage to the semi, the vehicle was not drivable and towed. *(Pictured left)*

#### Lake Zurich - Year To Date - Fire Value/Save/Loss



#### Cardiac Arrest – March 21, 2021

Ambulance 322 and Ambulance 321 were dispatched for a patient not conscious and not breathing on Donegal Court. Upon A322 arrival, CPR was being performed by Lake Zurich Police Officers. All crews assisted during the cardiac arrest; the patient achieved "ROSC" (return of spontaneous circulation) several times and was transported to Good Shepherd Hospital. A322 reported the patient was alive and taken to the Cardiac Cath Lab.

#### Grass Fire – Wildland Members Requested – March 20, 2021

Engine 322 responded to a grass fire on March 20, 2021. Upon arrival, the engine found the homeowner burning dead tree limbs in an open yard. Embers from the fire ignited two dead trees at the end of the property in heavy brush and water/marsh. The fire progressed from the tree's base to just below the highest tip. Engine 322 extinguished all the fire on the outside of the tree, but an internal fire was still burning. The officer requested assistance from the on-duty wildland members. Engine 323 responded with two wildland firefighters, Justin Brooks and Jeremy Holden, and their wildland gear. They assessed the situation and determined that the tree would need to be felled to stop the fire from spreading. The Wildland team safely dropped one of the trees into the marsh and the other on to the ground.

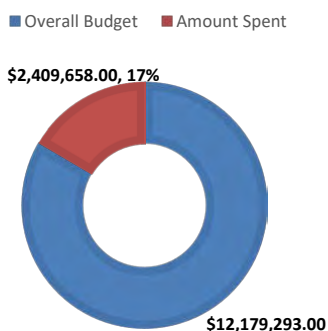
## Mutual/Auto Aid Significant Fire Calls

- Barrington Fire Department – Engine 322 responded to a structure fire at the 400 block of Hillside Avenue in Barrington on March 21, 2021. Engine 322 was assigned vertical ventilation on the garage roof. The crew deployed a ground ladder to access the roof, removed a roof vent, and located the fire in the area below the roof.
- Countryside Fire Protection District – Engine 323 responded to the Countryside Fire Protection District for a residential fire on March 20, 2021. Upon arrival, Engine 323 assisted in making an interior fire attack on the residence. Engine 323 also provided an overhaul of the fire area locating fire extension in the walls and ceiling and completed the extinguishment of remaining fire hot spots. Additionally, Engine 323 performed salvage activities by safeguarding the residence contents, preventing water damage to them.

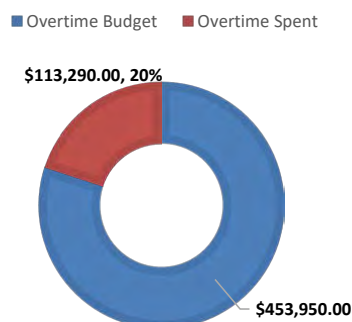
## Administration Division

Budget Update – As of March 31, 2021

### FIRE DEPARTMENT BUDGET



### OVERTIME ACCOUNTS



### New Bullard QXT Thermal Imager Purchase:



The thermal imaging camera, also known as the "TIC," is a valuable piece of fire service equipment. One of its many uses is to help firefighters search for victims and fire suppression tasks during structure fires. The camera also allows firefighters to see through smoke and monitor fire spread, hot spots and helps identify the fire origin.

During a hazardous material spill, the TIC can determine the size and magnitude of the spill. When a liquid product is on the ground, it is often not visible to the naked eye. The TIC enables firefighters to see the product and the spill's extent because of the temperature differences between the product and the surrounding material.

When called to assist in a ground search, the TIC can help locate lost victims because of the human body's heat. It enables searchers using the camera to see through heavily wooded areas and dense foliage. This allows searchers to cover more ground quickly and potentially locate victims sooner. Another important use of the TIC is to help size up and find wildland fires. With the TIC's aid, firefighters can navigate through smoke conditions and identify how rapidly the fire is moving.

For more information on the Bullard thermal imager, visit: <https://www.bullard.com/thermal-imaging>

### Member Spotlight

Firefighter/Paramedic Chris Hedquist –  
HazMat Team Leader & Member of IL Task Force 1



This month's training for Illinois Task Force 1 was a HazMat specialist course for the team's accreditation. These tasks included setting up a mass decontamination system for a large-scale incident, reviewing the team's chemical PPE, respiratory protection and members calibrated the team's chemical monitoring equipment.



Firefighter/Paramedic  
Collin Boeckmann –  
Rope Operations  
certification



Firefighter/Paramedic  
Anthony Campbell –  
Hazardous Materials  
Incident Command and  
Hazardous Materials  
Technician certifications



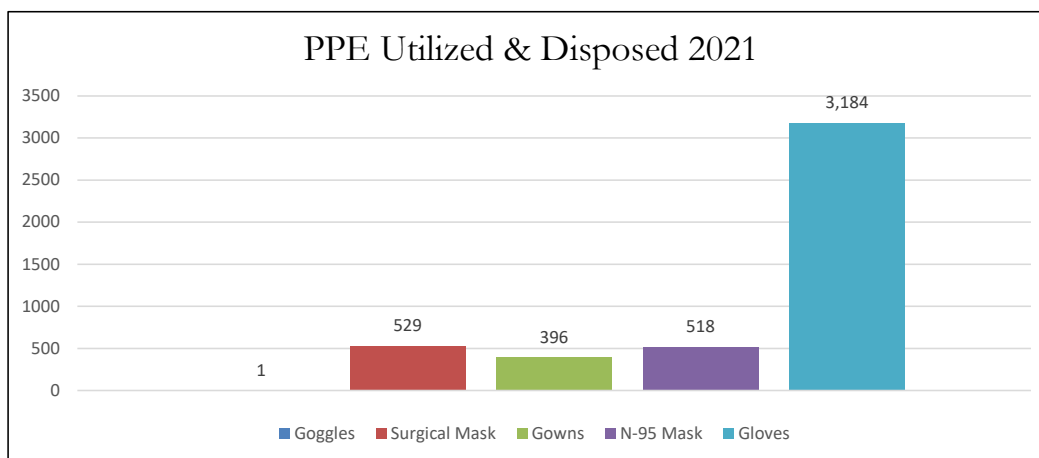
Lieutenant Keith Hohn –  
Fire Inspector II and  
Public Fire and Life  
Safety Educator I  
certifications



Lieutenant  
Jason Henriksen –  
Humanitarian Service  
Medal and Award for the  
2019 Mississippi and  
Illinois River Flood  
Response and Relief Effort

### COVID-19 Updates

We are currently tracking the Personal Protective Equipment (PPE) that members are using and disposing of due to the COVID-19 pandemic. In March, we have issued 0 pairs of safety goggles, used 183 surgical masks on patients, 152 N95 respirators for our personnel, 131 gowns, and about 1,057 pairs of surgical gloves. The graph pictured below shows year-to-date.



### COVID-19 Vaccine

We are pleased to be offering assistance to the Lake County Health Department with COVID-19 vaccinations located at the Lake County Fairgrounds. Pictured are Firefighter/Paramedics Kevin Glasder (*left*) and Firefighter/Paramedic Jacob Bartoli (*right*).

Thank you for your service!

We look forward to continuing our assistance and support during the upcoming months.



### Community Focus and Risk Reduction

We want to express gratitude for the extra community-wide support shown to the Department during this COVID-19 pandemic and give a shout out to all of the residents and businesses that have donated miscellaneous PPE and mailed us well wishes. We genuinely appreciate it.



## EMS Division

Procedure Performed Description And Code (eProcedures.03)	Number of Times Procedure Administered	Percent of Total Procedures Administered
Surgical face mask applied to patient (455635009)	183	53.20%
Cervical Spine Motion Restriction (398041008)	40	11.63%
IV - Peripheral (392230005)	32	9.30%
Cold pack application (229585002)	10	2.91%
<b>CPR - Mechanical Device (429283006)</b>	<b>6</b>	<b>1.74%</b>
Wound - Application of bandage (182555002)	6	1.74%
CPR - Manual (89686000)	5	1.45%
IO - Intraosseous Access (430824005)	5	1.45%
Assist Ventilation - BVM (425447009)	4	1.16%
Airway - Clear / Suction (230040009)	3	0.87%
Orotracheal intubation using video + Bougie (398128007)	3	0.87%
Wound - Application of minor dressing (15631002)	3	0.87%
Orotracheal Intubation Video Assisted (-3)	2	0.58%
Cervical Spine Exam Normal (284405008)	2	0.58%
Wound Care - General (225358003)	2	0.58%
iGel Airway Insertion (-2)	2	0.58%
Nasopharyngeal Insertion (182692007)	2	0.58%
Splinting - General (79321009)	2	0.58%
Drug Assisted Intubation DAI (429734006)	1	0.29%
Active external cooling (431774007)	1	0.29%
Airway - Open/Position (232664002)	1	0.29%
Full Spinal Restriction of Motion (426498007)	1	0.29%
IV - Discontinue (424287005)	1	0.29%
Oropharyngeal Insertion (7443007)	1	0.29%
Physical Restraints (386423001)	1	0.29%

### What Is the LUCAS 3 Chest Compression System? *(Highlighted Above)*

The Lucas 3 device automatically performs chest compression on a person whose heart stops beating. The Fire Department only has one Lucas device housed and brought to the incident by the shift commander. In the current operations model, the first ambulance to arrive performs manual "traditional" chest compression until the Lucas device arrives. The crew then deploys the LUCAS system as shown to the right. The Fire Department paramedics utilized this device 6 times last month.



#### Benefits

**Reduces injuries** from prolonged CPR (back, neck, shoulders, and wrists)

Improves overall **survival**

Allows member to be reassigned to another **critical** area of resuscitation (Airway, IV, Drugs)

Allows transport of patient **safely** without Paramedics standing to do CPR.



## Special Rescue Division

### CMC Lev'r™ Escape System "Bail-Out System"

The CMC Lev'r™ System purchase was a combined effort between the Village and Foreign Fire. The dual effort has given the firefighters of Lake Zurich an option to perform an emergency bailout of an environment unsuitable for survival, providing a chance to walk away from that event.

A firefighting crew can experience a quick change in conditions while operating inside a structure, causing a quick exit. Often, the path in may not be the path out due to these changes. The CMC Lev'r™ System provides a safer way out a window compared to jumping. The CMC Lev'r™ System design allows rapid emergency egress with a safe, controllable descent. It is built around the new CMC Lev'r™ descender, a next-generation device that uses its lever-shaped handle for improved descent control.

Generally speaking, a lower extremity injury that requires surgery has a minimum cost attached to it of 30k. This number does not include lost time at work. The escape bags will provide a way out of an elevated room in a controlled descent.

Pictured below showcases Firefighter/Paramedic Kevin Glasder training on the system.



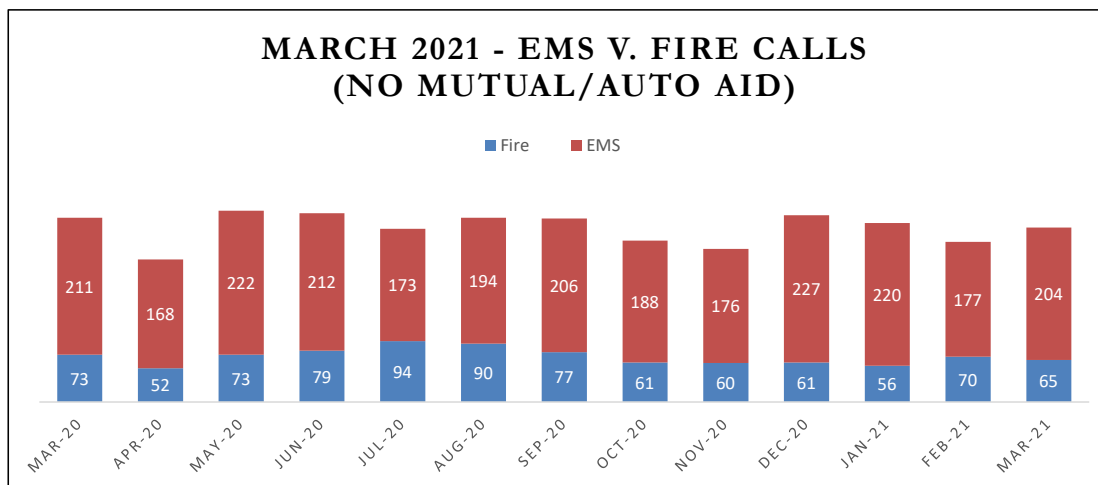
## Operations Division

### Vehicles Out of Service

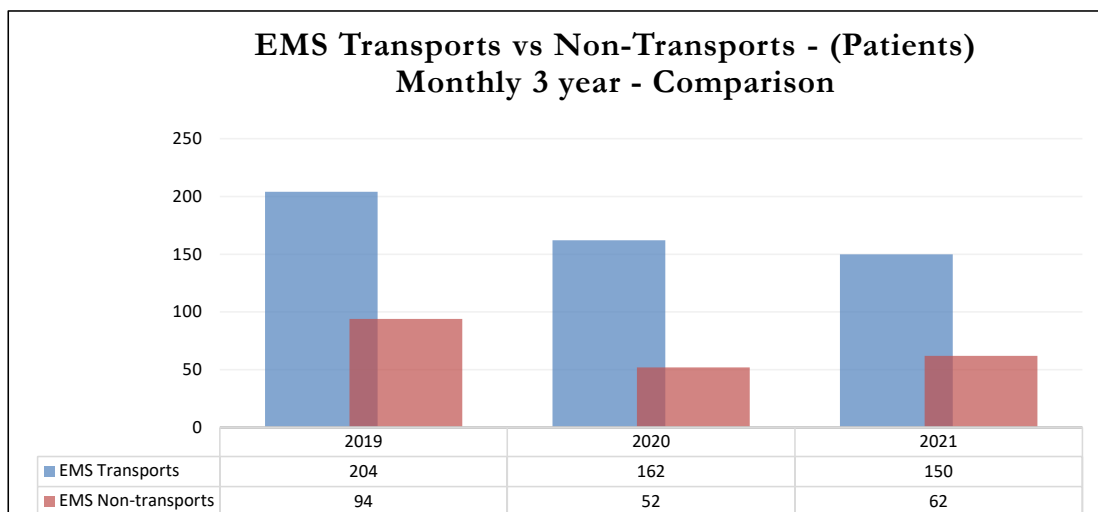
- During March, the following vehicles were out-of-service due to maintenance, repairs, or breakdowns:
  - Ambulances – 16 hours
  - Engines – 119.50 hours
  - Year-To-Date Hours:

Ambulances: **210.08 hours** | Engines: **244.50 hours**

Below is the breakdown of Fire versus EMS incidents in Lake Zurich – minus aid given. Our fire calls include structure fires, car fires, grass fires, dumpster fires, wires down, and other types of service calls.



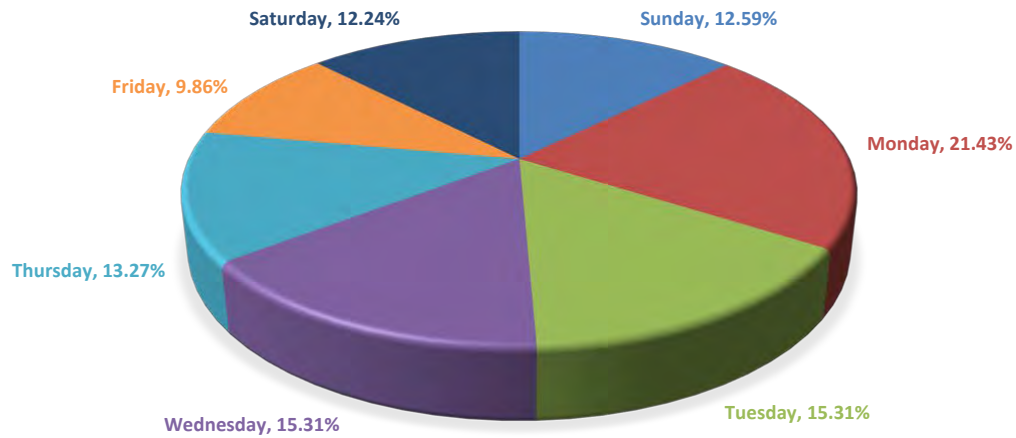
This next chart reflects activity related to emergency medical services, a core function of the fire department — not every EMS call results in transport. A prime example of this is an automobile accident where several victims refuse transport. EMS transports always outpace refusals. This chart compares the month of March across 3 years. The trend is consistent with the data period. These numbers represent the patients seen.



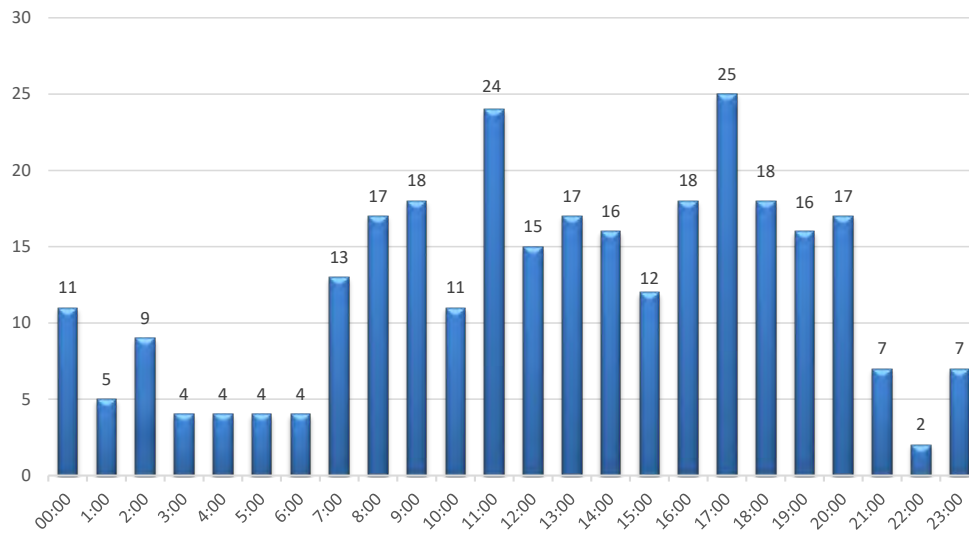


The following two charts break down calls by the day-of-week and hour-of-day.

### RESPONSE BY DAY OF WEEK - MARCH 2021

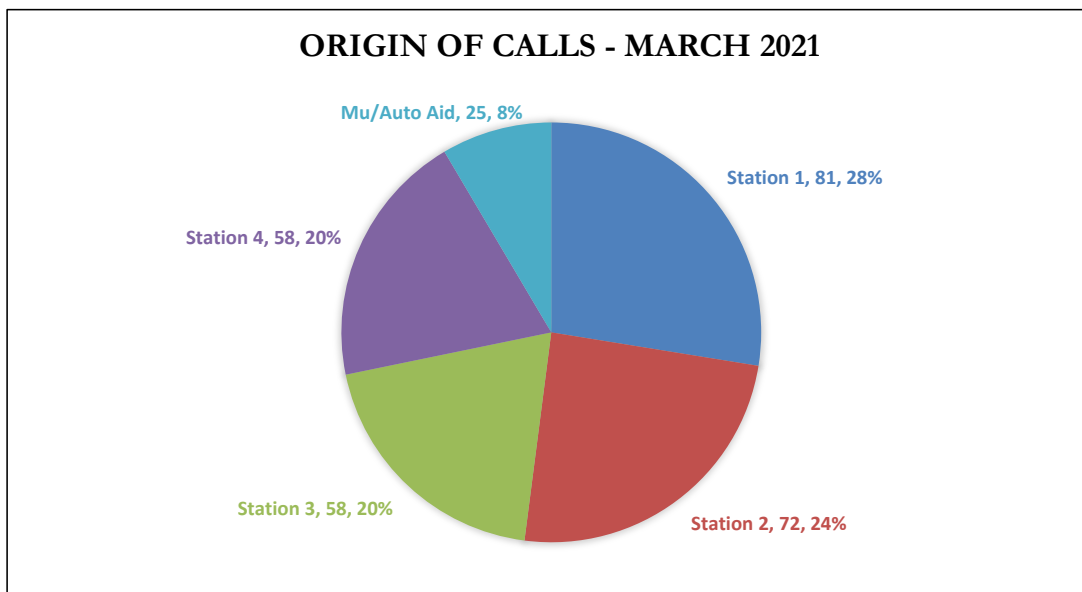


### RESPONSE BY HOUR OF DAY - MARCH 2021

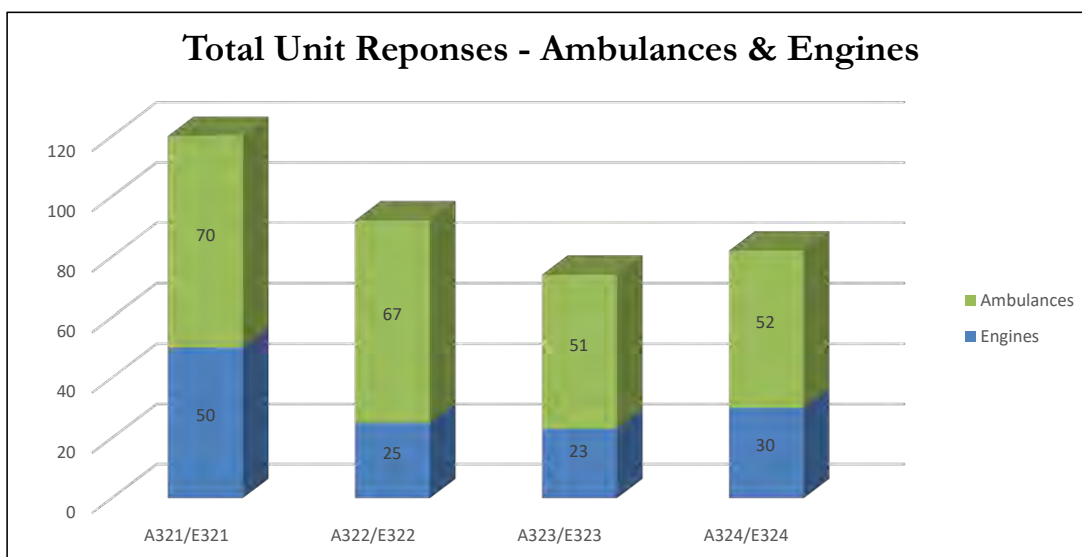


The Lake Zurich Fire Department's service area contains the Village of Lake Zurich and the Lake Zurich Fire Protection District. The placement of the four fire stations allows division of the service area into first response areas.

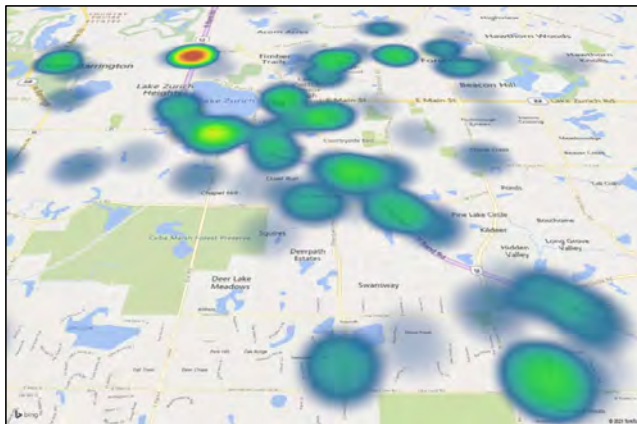
The graph below represents the percentage of calls by each station and mutual/auto aid for March 2021. The chart does not represent the station that responded as the primary resource to the area – it means where the call originated. Station 1 is historically the busiest district.



The graph below shows the responses by each unit – Ambulances & Engines – in March 2021.



The next graphic is a visual representation of call distribution for March. As visually displayed, the assisted living/memory care facilities are a large portion of our department calls and are consistently within the top ten locations responded to each month. We frequently respond to doctor offices and health clinics, along with automobile accidents near the Route 12 corridor.



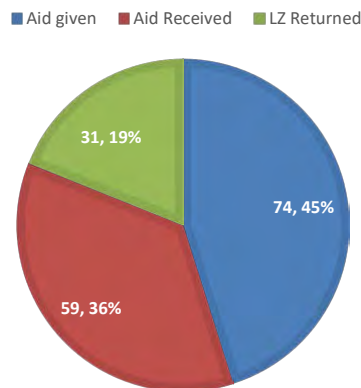
#### Frequent Call Locations:

- 795 N. Rand Road – Azpira Place Assisted Living – 25 responses
- 777 Church Street – Cedar Lake Assisted Living & Memory Care – 9 responses
- 21840 Lake Cook Road – Solana Senior Living – 8 responses
- 21481 N. Rand Road – Northwest Community Healthcare – 8 responses
- 555 America Court – Auberge at Lake Zurich – 4 responses

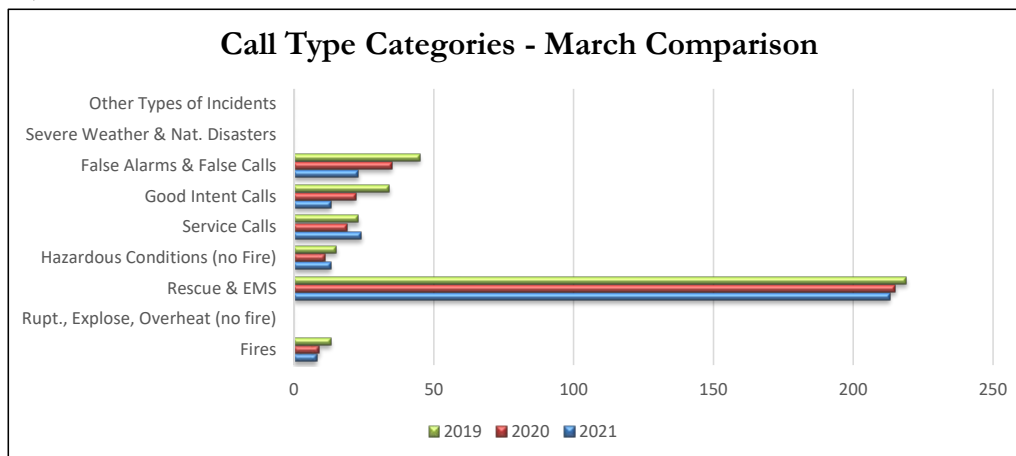
#### Mutual/Auto Aid Response Year to Date –

The mutual aid agreements are designed not to overburden any one agency and are looked at carefully for any necessary adjustments. Run cards for the Department have changed, and our partners are responding to assist us more often. In March, we responded to **26 calls** for mutual-aid and were **returned 11 times** before our arrival. The chart to the right shows YTD Aid Given/Received and how many times LZ returned before their arrival. Many of our response incidents do not require intervention from the LZPD 911 center through automated dispatching and resource sharing. They are entirely handled by the agency requesting our response — direct cost savings to our budget and an added benefit of the automated dispatch system.

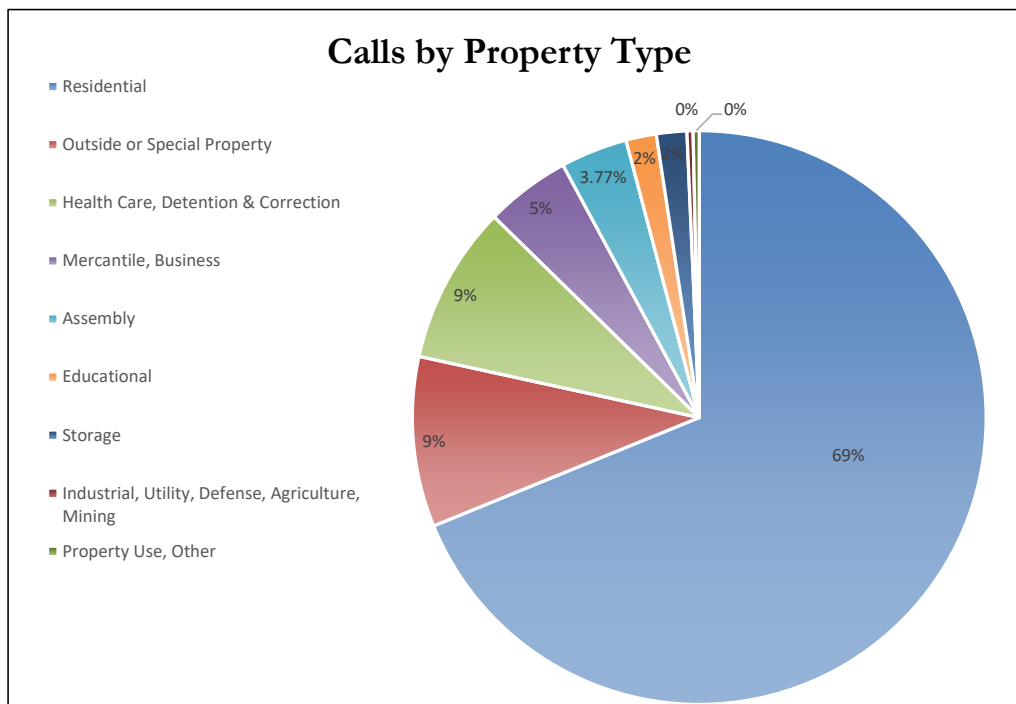
#### AID GIVEN/RECEIVED - YEAR TO DATE TOTAL



All calls we code as a department within the National Fire Incident Reporting System (NFIRS). The codes all relate to the text categories noted in the chart below. As indicated below, you will see across the three years that the trends remain mostly the same. Rescue and EMS incidents account for the majority of calls we respond to and continue to increase, as indicated below.

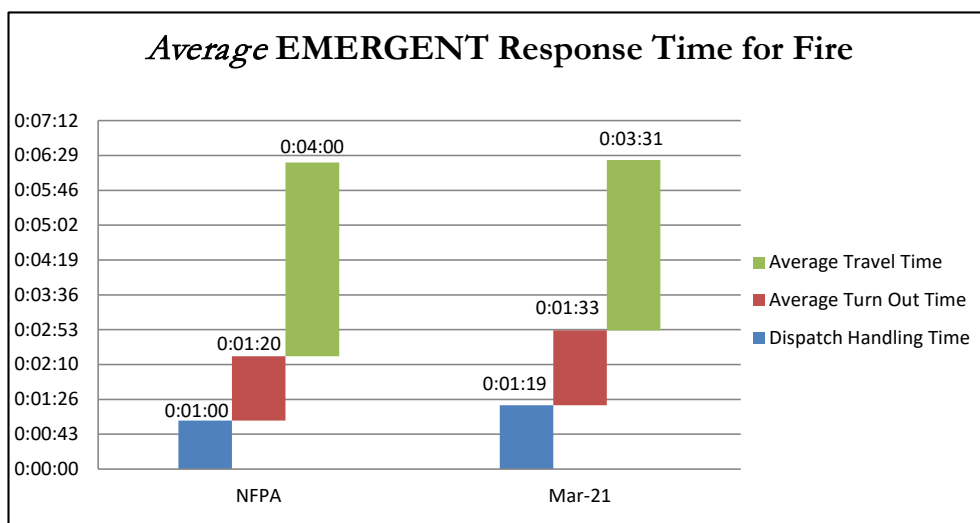
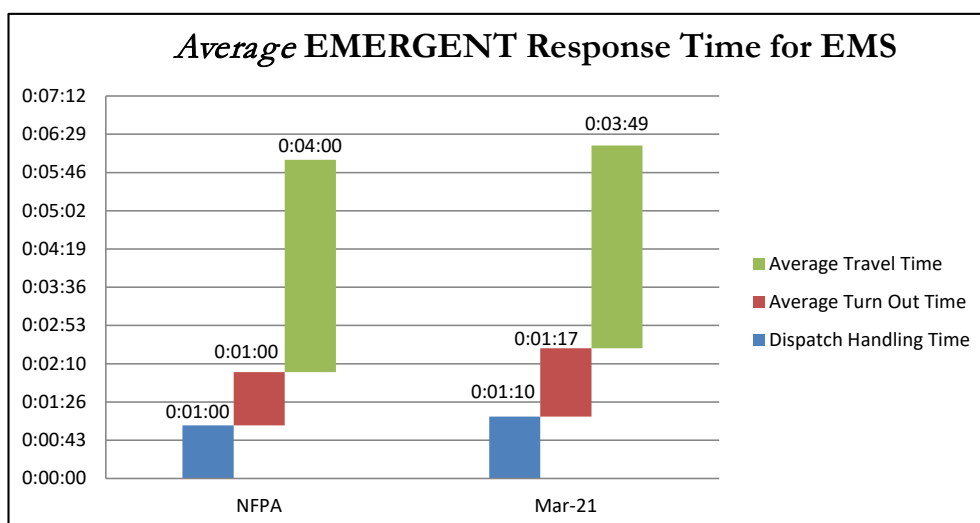


As previously mentioned, there is a national standard for coding the type of property use. How is this relevant? We see trends in various types of occupancies and use them to determine our service demand. For example, the healthcare category would increase if additional assisted living or nursing homes open. As shown below, we continue to respond to Residential Properties more than any other (69%), and Outside/Special Property and Health Care were second with (9%) of all calls.



Response time includes three key factors: dispatch handling time, turnout time, and travel time. Dispatch handling time is the time for dispatch to take in information and then dispatch personnel. The turnout time is when the crews receive the call to the time they get into the vehicles and hit the en-route button. Travel time reflects the time from en route to the time they arrive at the incident scene. Construction, speed limits, weather, and train traffic can impact response times. The overall goal for arrival at an emergency fire call is a total of 6 minutes and 20 seconds from the time of notification until the first unit arrives on the scene. For a response to an EMS incident, this time is 6 minutes.

The following two graphs compare the average emergency response times for both Fire and EMS calls within our first arriving unit's primary response area. These times will vary based on part on the first responding unit's location, multiple calls, weather, time of day, and traffic conditions. \*Dispatch handle times have increased after switching to the new CAD system and delays caused by processing an alarm. The ETSB and Infor continue to work on the issue.



## **Training Division**

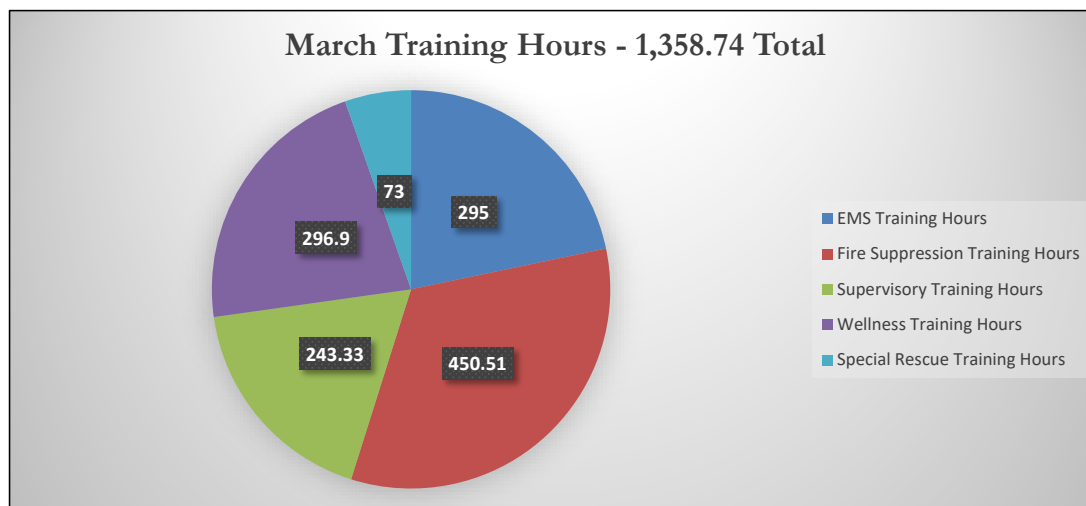
During March, we completed the following shift training:

- **Safety Data Sheet Review** – When we get a new chemical product at the fire department, the crews review the SDS for that product. This was a review of Micro-Dot Wipes.
- **Small Tool Use and Maintenance** – A review of the many uses of the hand tools we have on the fire engines and the proper maintenance for each of them.
- **Bailout Bags In-Service** – A continuation of the bailout bags in-service to improve the firefighter's confidence and skill in performing an emergency bailout. The bailout bags are for trapped firefighters to self-rescue from elevated areas.
- **EMS In-Station** – Paramedics during March's EMS In-station trained on Cardiac Emergencies.
- **EMS SOG Review** – Paramedics reviewed the Pediatric Respiratory Emergencies SOG's
- **CPR Recertification** – Northwest Community Hospital requires all Paramedics to complete an annual CPR recertification class that is taught in-house by our CPR instructors. This was a make-up session for paramedics that missed CPR training during February.
- **Rig Checks** – Complete cleaning, inspection and operating of all Fire and EMS equipment.
- **Ladder Inspections** – Monthly cleaning and inspection of all fire department ground ladders.
- **Vaccine Administration Part 2** – This is required training for our paramedics to assist with administering the COVID-19 Vaccine. We anticipate completing part two of this training during the beginning of March.
- **SCBA Front Door Drill and Emergency Procedures** – Firefighters practiced donning their SCBA to get ready to go into a fire. They then practiced emergency procedures in the event of a problem with their SCBA.
- **SCBA Maze/Communication Drill** – While in a smoke-filled environment with minimal visibility, firefighters received orders via the radio to complete assigned tasks.
- **Multi-Company Rapid Intervention Team (RIT) Drill** – While performing simulated fire suppression activities in the training tower, one crew had a simulated emergency. The RIT was activated to assist them in exiting the building.
- **Reading Smoke Quick Drill** – Crews completed a short morning drill on reading smoke conditions to determine the extent of the fire conditions inside a building.
- **Safety National EVOC Intersections Drivers Training** – Firefighters completed an online emergency driver training covering the proper procedures for approaching and departing from an intersection based on traffic conditions.

Outside training during March consisted of the following:

- FF/PM Cornell, FF/PM Michehl, FF/PM Stapleton & Lieutenant Yee attended the 40-hour Leadership Development and Decision Making class at IFSI. This class helps the participants develop good decision-making skills as it prepares them for a leadership position within the fire department.

The training division conducted three Office of the State Fire Marshal Certification Exams during March for Lake Zurich firefighters and firefighters from other departments.



### Fire Prevention Bureau Division

The month of March found the Fire Prevention Bureau doing numerous inspections and site meetings following up on repairs due to the cold weather in February.

March saw an uptick in construction and site meetings. Numerous large industrial park spaces either are occupied with new companies or are moving in. Some of these are:

- Arlington Machinery – 650 Church
- Lightmart – 1881 Rose
- G2 Revolution – 800 Church
- Sports complex – 143 Main

The Fire Investigative Team responded to two fires during March. A vehicle fire at AFCCO Products and a commercial building fire at Burger King. Both of these fires appear accidental.

Due to COVID, our school district had to put off all fire drills until spring. With the schools split into two daily sessions, our drill numbers have increased to two drills per school. All of the drills need to be completed before the end of the year. The drills began in March and will carry into April, as the state requires each school to complete three drills per year.

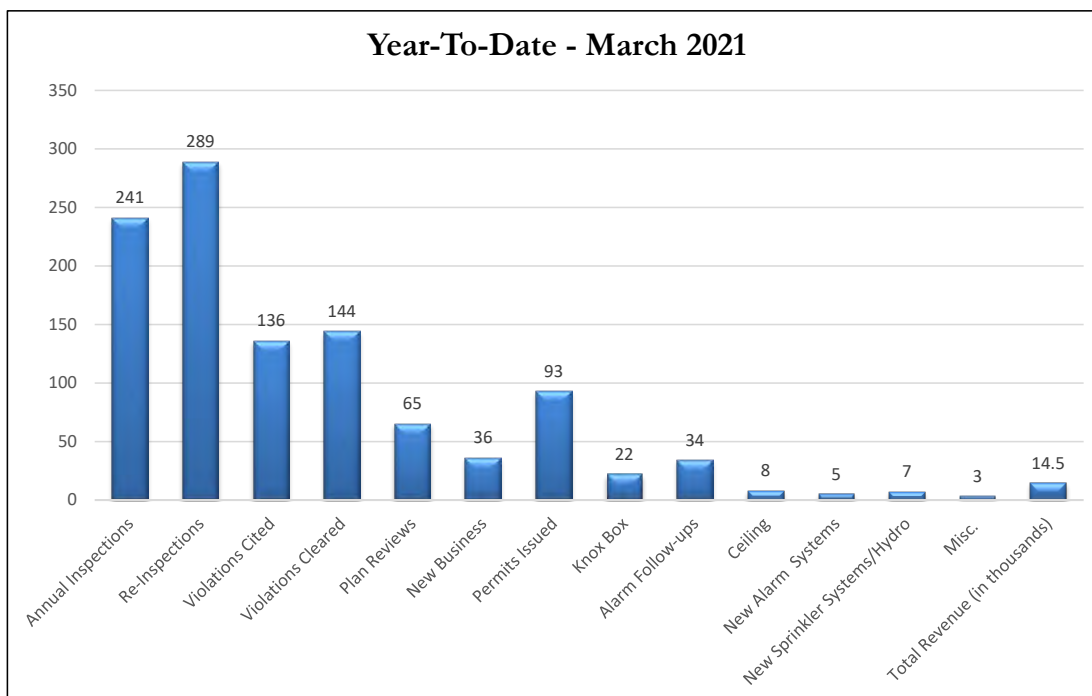


Throughout the month, the Fire Prevention Bureau conducted the following special duties:

- Construction Meetings
  - Walmart
  - Avery Ridge
  - Deer Park new townhome project
  - Lake Zurich High School
  - 650 Church Street
  - 800 Church Street
  - 143 E. Main Street
  - Korean restaurant fire alarm
  - Kueschmann Park with Building Department and Mike Brown
- NIFIA Board Meeting
- NIFIA General Meeting and Training
- Picked up PPE supplies at Fairgrounds twice in March
- Acceptance testing at the new May Whitney. All sprinklers, fire alarms, and final inspections were completed in one day.
- Vehicle fire and investigation at AFCO Products
- Building fire and investigation at Burger King
- Staff meetings



Prescribed burn at the Sonoma Townhomes – With limited personnel, the Fire Prevention Bureau does their best to stop by and check permits and safety every chance they get with these burns.





# PARKS & RECREATION DEPARTMENT

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## MONTHLY INFORMATION REPORT

**March 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

### Departmental Narrative

Program registration for the Spring, Summer and Fall programs is ongoing. The department has experienced a high volume of outdoor, athletic program registration causing many wait listed class participants. The department worked with contractors to add extra instructors as well as offer additional classes to accommodate most of the wait listed participants. Summer Day Camp registration has been picking up resulting in limited availability for Kamp Kiddie (ages 3-6) and Camp Alpine (entering K-5<sup>th</sup> grade). Staff are monitoring the enrollments as well as the restrictions set by the Governor's office in regards to programs planning to open up additional space as allowed. The Yellow Brick Road preschool program at our Buffalo Creek location has filled for Fall 2021-2022 allowing the department to open up classrooms at the Paulus Park location for 3s and 4s. Currently two class rooms will be operating at the Barn M-F with the possibility of opening up a third classroom if the enrollment presents itself.

The department is was notified the week of March 29<sup>th</sup> by Northbrook Park District that they were unable to hold our scheduled dance recital due to Governor's restrictions associated with indoor theatre seating. The staff worked hard and fast to implement and communicate a Plan B option with the Emerge recital to operate at Paulus Park on Saturday, May 8<sup>th</sup> (rain/cold weather reschedule date of May 15). All participants have been notified and the department is working on refunded ticket sales previously purchased for the Northbrook Theatre and pushing out the new ticket information for socially distanced squares at the park for each of the 4 performances. For further information on our recital including a FAQ, please visit <https://lakezurich.org/389/Dance-Program>

Other items the department is continuing to work on is the hiring of approximately 40 seasonal positions (day camp and aquatics), summer operational preparation (orientations, trainings, purchasing, manuals, etc.), special events contracts and independent contractors' annual paperwork (COIs, background checks, agreements, etc.).

The department is working with the Public Works team on the following budgeted projects this year: park signage update at all park properties (to reflect updated pets in the park), renovation of Heatherleigh tennis/pickleball court, OSLAD grant projects, Paulus Park Barn renovation (trailers extended with our insurance company for an anticipated move back in date of May 21<sup>st</sup>), removal of the modular units and reconstruction of the skate park. The bid for the Heatherleigh tennis/pickleball courts is set to be released in April and will include the renovation of the court as well as painting of the tennis lines and two courts painted for pickleball. After working with a Lake Zurich resident, the former empty safety town asphalt pad (near the Paulus Park Barn) was identified as a perfect location for a permanent pickleball court just in need of the court striping and installation of a net system. This opportunity will also be included in the bid for consideration.

The Park and Recreation Department was informed the week of March 22<sup>nd</sup> that Kooker's Restaurant will be unable to provide concessionaire services at Paulus Park this year due to limited staff resources. Kooker's has been the concessionaire at Paulus Park since 2014 when their establishment was located in Barrington. After serving the Lake Zurich community at the property for a couple of years, they determined Lake Zurich was where they wanted to be and

moved into their current location at 620 E. IL-22 in Lake Zurich. They will be continuing to work with the department as the day camp lunch program vendor as well as to be part of Lake Zurich special events. A RFP has been released in hope to secure a concessionaire at Paulus Park for this summer (closes April 23<sup>rd</sup>).

On March 17th, Management Intern Sam Reiss, Parks & Recreation Director Bonnie Caputo, and Ancient Oaks Foundation (AOF) President Judi Thode presented to the Serve Illinois Commission for the 2019/2020 GHTA award season. The award is intended to give formal recognition to projects that improve community quality of life. To qualify, projects are required to be sponsored by a local government that had strong volunteer support, meets a need, and makes a definitive impact, thereby generating a positive outcome in the community. Village and AOF improvements to Kuechmann Arboretum over the past several years were chosen for consideration. On March 25th Intern Reiss was informed that Lake Zurich will receive a Governor's Hometown Award as a project winner in the category of Education. While the Village did not advance to the finalist round, as a project winner Lake Zurich will receive a GHTA road sign for the Arboretum and a plaque. A virtual event on April 20th at 1:00 pm will be held to honor project winners, honorable mentions, and the finalists.

A Lake Zurich High School student representative from National Honors Society (NHS) reached out to the Park and Recreation Department with interest in holding multiple park clean up dates in March and April for their club to gain service hours while helping out their community. This assistance is very welcomed and appreciated as over the past year there has been an uptick in recreation activity across the Village and all parks would benefit from extra walk thrus for garbage clean up. The department worked with Public Works to identify 10 larger park properties that would be good candidates for the students to focus on. NHS will be sending out small groups of 10-15 students to clean the following parks on multiple dates throughout the month of March and April: Breezewald Park, Promenade, Staples Park, Zurites Park, Manor Park, Chestnut Corners/Hunters Creek Park, Braemar Park, Oak Ridge Park, Paulus Park, Buffalo Creek Park and Old Mill Grove Park/Trail. The department is preparing for the next internal event, Arbor Day, to be held at Kuechmann Arboretum on Saturday, May 1<sup>st</sup> at 9am. The day begins with a presentation from the Tree Commission and Ancient Oaks followed by a tree planting and designated park clean ups. Currently over 50 participants are signed up to assist with park clean up efforts. Sign up is ongoing and can be done electronically at <https://www.signupgenius.com/go/20f0548aeac23a6fd0-arbor5>

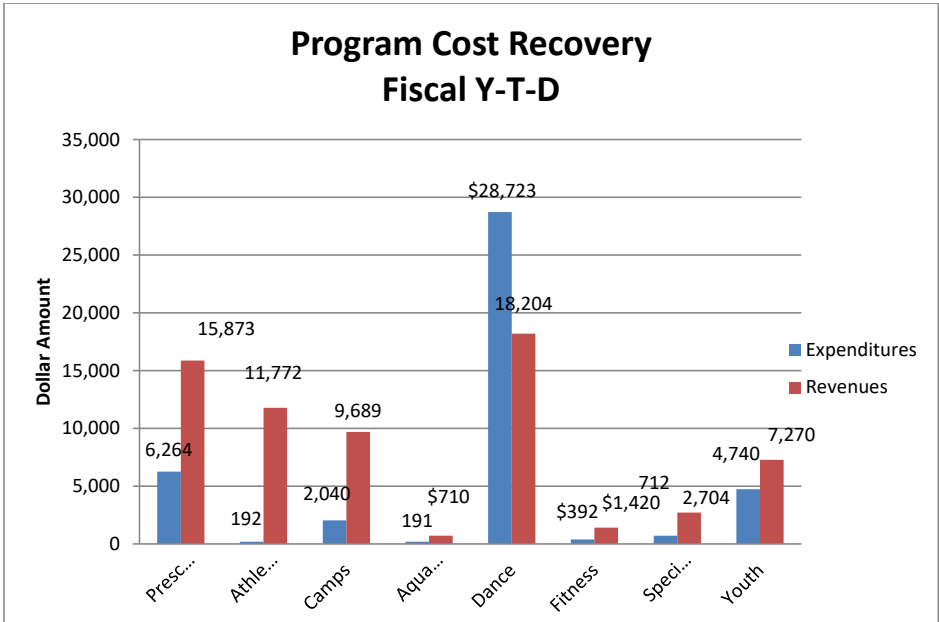
The weather held out for the first ever Bunny Hop Drive Thru Egg Event that was held at Paulus Park on Saturday, March 27<sup>th</sup> from 9am-1pm for ages 2-12. With over 20 wonderful community volunteers, the drive thru egg event was a success with over 260 cars filled with over 400 kids who stopped by to say hi to the Bunny and receive a bag full of eggs left for them. Thank you to our event sponsors, Lake Zurich Tire & Auto Inc., EggShells and D&J DJz Dave Potash.

The department is continuing to reach out to food vendors for the following events in hopes that events can operate as normal this year: July 4<sup>th</sup>, Rock the Block and Miracle on Main Street. The Farmers Market committee is continuing to review, accept and invite vendors to this year's market season. Currently the market has 24 vendors and is working on the event layout to ensure and reinforce proper social distancing at the markets. Under current restrictions, the market still will have limited access of market goers to 15 per 1,000 square feet (approximately

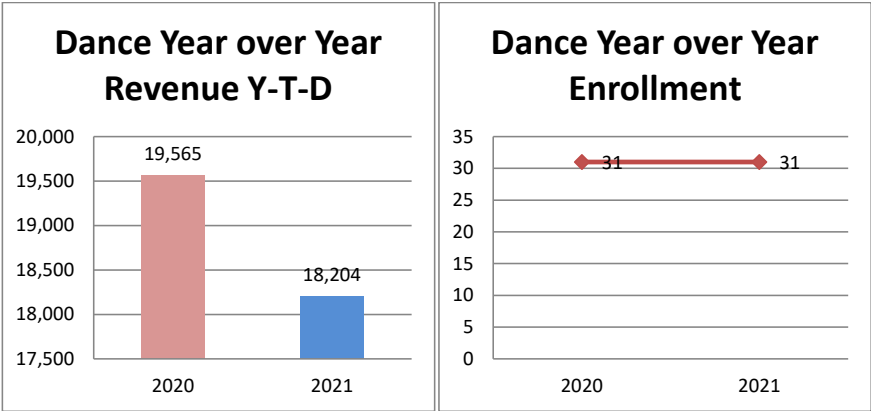
105 market goers allowed into the site at any given time) as well as limitations associated with sampling, hot food, adult beverages and kids' activities. The department is continuing to monitor restrictions thru the Governor's Office and best practices set by the Illinois Farmers Market Association preparing to modify or add back in features when able to do so.

The department has received applications and Village Board approvals for the following external events to run on Village property for the remainder of FY21: LZ Tri (7/11), Unplugged Fest (8/1), Lake Zurich Chamber of Commerce's Taste of the Towns (8/15), Boy Scout Overnight (8/21-8/22), Alpine Races (9/26), the Stephen Siller Tunnel to Towers 5K (10/3). The department has also touched base with ColorVibe who plans to apply to hold their 5K at Paulus Park on 8/29 (application to be submitted later in the Spring). The department will continue their collaboration with Ancient Oaks Foundation quarterly community events and the Ela Public Library partnership, new Storywalk available at Manor Park. Further details on both Village sponsored, external and internal events can be found in our seasonal program brochure, online or by contacting the department.

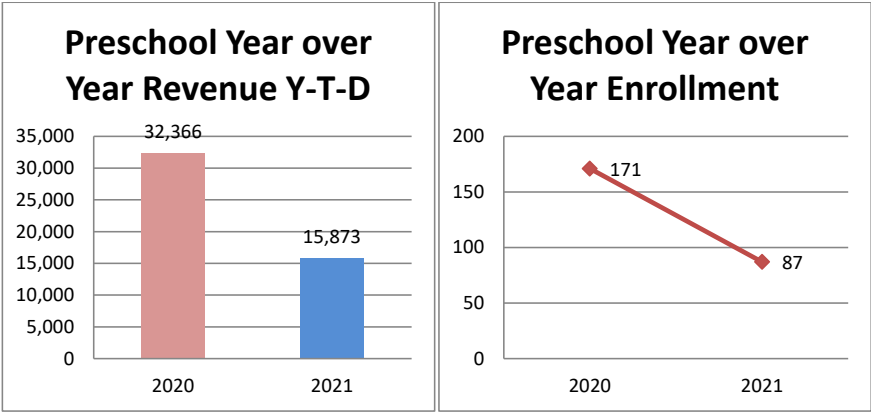
The Village of Lake Zurich applied for the Park and Recreational Facility Construction (PARC) grant in January 2020 with a submission to expand the Paulus Park Barn facility footprint shortly after the Barn fire of 2019. The PARC grant program provides up to 90 percent of project costs to help build, renovate and improve recreational buildings used by the public or purchase land to be used for public access and recreational purposes, with local governments matching the value of the grants awarded. The funding is made available through the Park and Recreational Facility Construction Act (PARC) grant program, part of the Governor's Rebuild Illinois capital program and is administered by the Illinois Department of Natural Resources (IDNR). Governor JB Pritzler announced on March 16<sup>th</sup> more than \$24.9 million in state grant funding that had been approved for local governments to construct, renovate and improve buildings or purchase land to be used for public access and recreation. Unfortunately, the Village of Lake Zurich application was not one of the chosen projects. The Park and Recreation Department has reached out to our IDNR representative for feedback on the application/project if be taken into consideration if the Village decided to apply for the grant in the future.



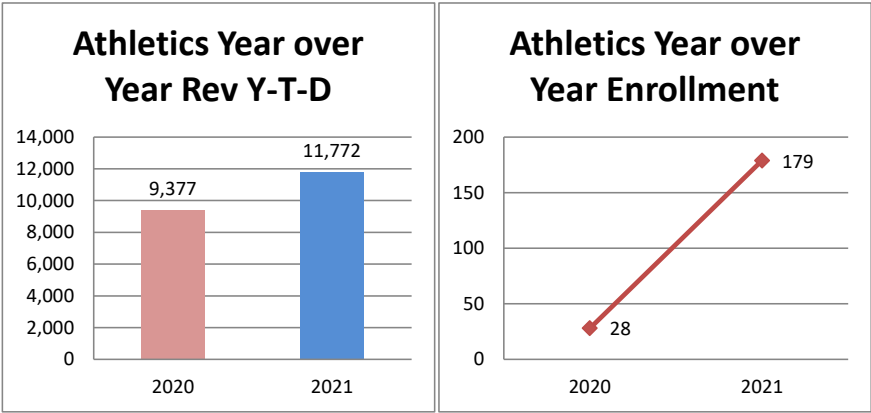
Revenue across all program departments is down due to COVID-19 cancelations/program hiatus. Dance expense show higher than rev as recital costume purchasing takes place in Jan/Feb (rev realized in July-Sept as part of the participant fee for the upcoming year).



Dance programs include Ballet/Tap, Pointe, Jazz, Company, Lyrical, Hip Hop, Mom & Me classes, etc. The Academy of Performing Arts also offers summer camp/class options. Fall/Winter enrollment is down year over year approximately 125. Enrollment numbers above reflect new registrations for January only. Current dancer enrollment for the Fall/Spring season is approximately 275 dancers.

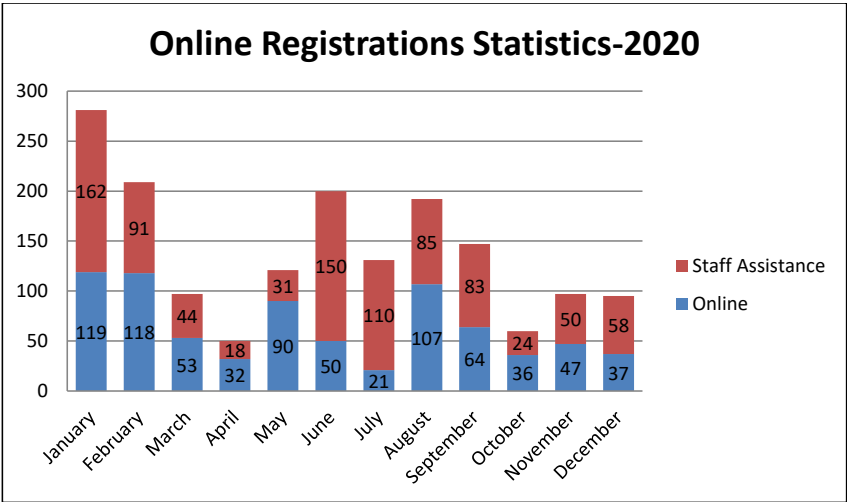


Preschool includes Terrific Twos, Just for Me Almost 3, Lunch Bunch and enrichment programs, Preschool (3yrs-4yrs). Classes in 2020 operated daily in three locations: The Barn, St. Peter’s Church and Buffalo Creek. Classes for 2021 were condensed to operate daily at 1 location due to lower enrollment: Buffalo Creek. Experienced over 50+ cancelations for preschool in August 2020 due to COVID with parent feedback conveying they intend to revisit participation as of the new year- Fall 2021.

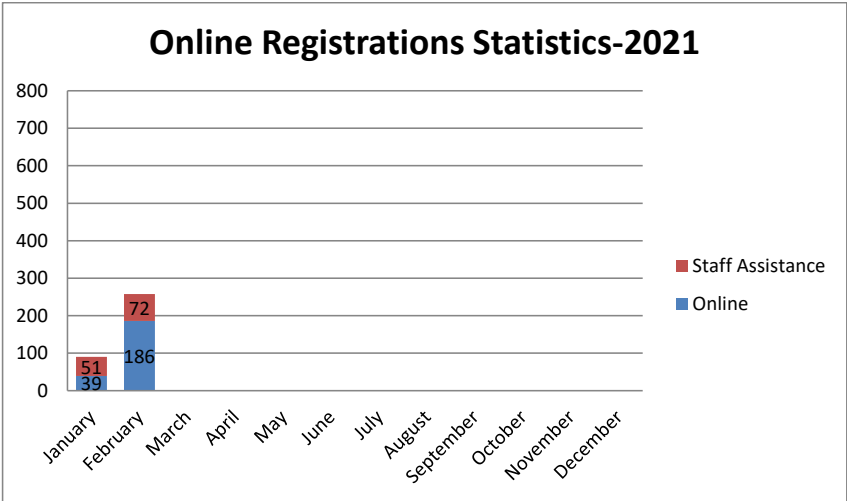


Athletic programs include the following independent contractors: tennis, karate, tae kwon do, golf, soccer, parent child sports and tee ball.





Online registration is available to all residents and non-residents enrolling in programs. Beach membership and facility rentals must be made in person at the Barn. Payments made at the beach are NOT included in these numbers. Decrease in registrations is attributed to new camp registration dates to begin in March (traditionally began taking camp registrations in November) and lower overall enrollment due to COVID. Registration has been handled during this time solely by the Rec Director and Supervisors; guest service associates have been furloughed since early April 2020. Numbers do not include processing for refunds, credits, POS and rentals.





# POLICE DEPARTMENT

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## MONTHLY INFORMATION REPORT

**MARCH 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

## Departmental Narrative

### General

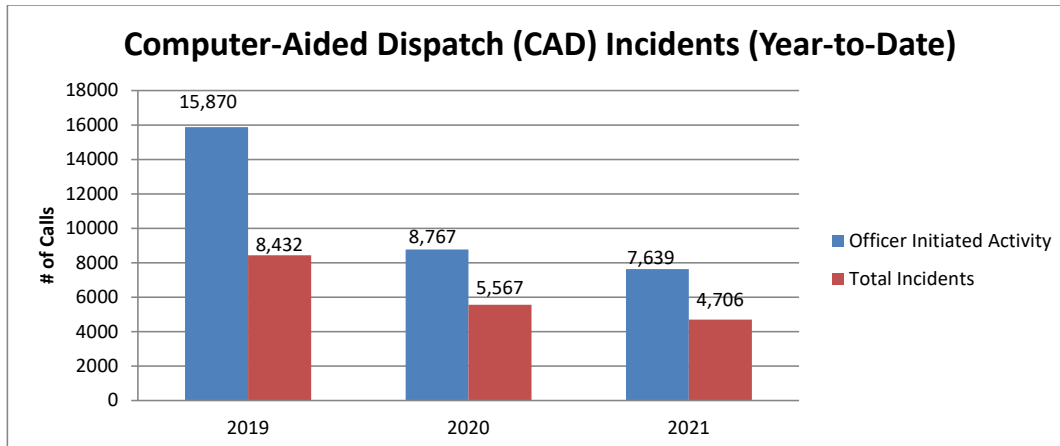
- The Police Department processed 17 Freedom of Information requests this month.
- Members of the Department completed over 849 hours of training this month.
- During the week of March 26<sup>th</sup> – April 3<sup>rd</sup> our Department had its annual web-based Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) assessment. During this assessment our agency must submit an annual status report to document progression of continuous organizational improvement, and a CALEA assessor remotely reviews 45-50 CALEA standards to confirm compliance and ensure policies are being practiced. The Compliance Services Member found no issues during her assessment.
- \$600 in overweight truck permit fees were received during March.
- Our agency participated in the IDOT St. Patrick's Day grant campaign. 54 grant hours were worked as part of the campaign. The grant hours yielded the following results: 18 seat belt citations, 13 speeding citations, 16 distracted driving citations, 1 DUI arrest, and 5 other citations.

### Patrol and Communications

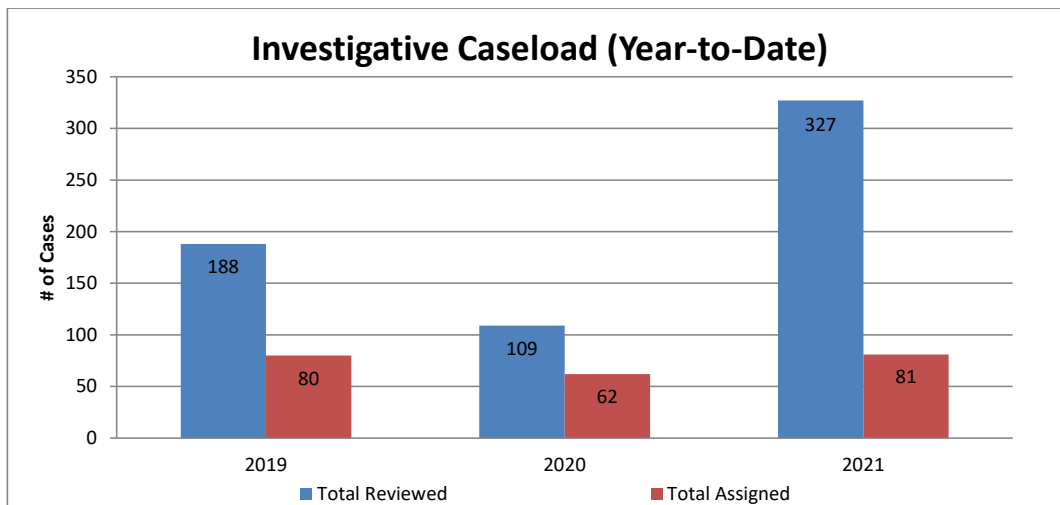
- Year-to-date, officers conducted 560 traffic stops and issued 256 traffic citations.
- During March, Dispatch handled 1501 9-1-1 calls and 4467 administrative calls.
- Officers Thiergood, Mitch, and Struga were presented with Lake Zurich Police Department Lifesaving Awards after their CPR efforts during a call on March 21, 2021.
- Telecommunicators Steffy, Yango, and Schutz were awarded Department Commendations for their work on a December 2020 armed robbery call.
- Child Safety Seat technicians inspected seven child safety seat this month.
- Officers assisted on three Major Crash Assistance Team callouts in March. On March 6, Officer Young assisted the Lincolnshire Police Department on a serious injury motor vehicle crash. Young conducted an aerial survey of the scene. On March 15, Officer Bereza assisted the Lake Zurich Police Department on a fatal motor vehicle crash. Bereza served as the incident team leader. On March 31, Officer Young assisted the Grayslake Police Department on a Lake County Major Crime Task Force callout. Young conducted an aerial survey of the scene.

### Investigations

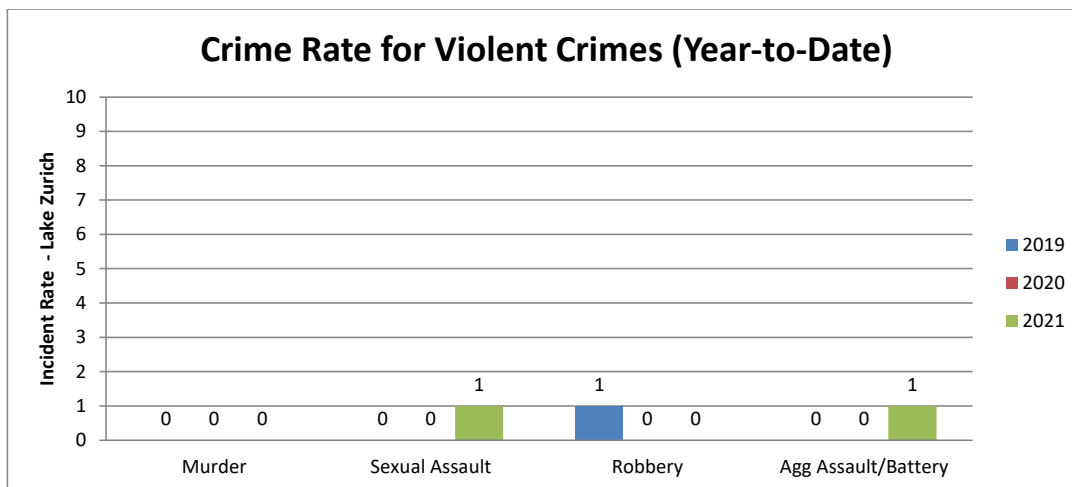
- There is a total of 85 active investigations in CID, averaging 21 cases per detective. Out of these 85 cases being investigated by the Criminal Investigations Division, 23 of those cases have been sent to the Lake County State's Attorney's Office (LCSAO) to obtain arrest warrants for identified suspects in Lake Zurich criminal cases.
- Three raffle permit applications were received and issued this month.
- There was one Lake County Major Crime Task Force callout in North Chicago.
- SRO Frey assisted Lake Zurich Middle School South, Isaac Fox Elementary School, Lake Zurich Middle School North, and Spencer Loomis Elementary School with their lockdown drills during March.



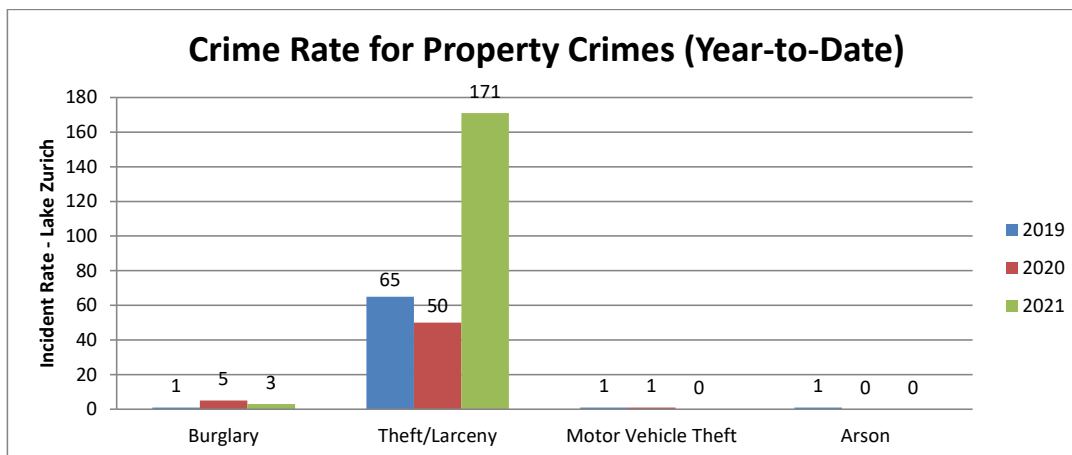
Officer initiated activity includes; DUI Arrests, Vehicle Violation Citations, Non-Vehicle Violation Citations, Driving while License Suspended/Revoked, Crime Prevention Notices, Criminal Arrests, Traffic Citations, Traffic Stops, Extra Watches conducted, and Zero Tolerance enforcement. Total incidents are all CAD incidents. Frontline data, including vacation watches and directed patrols, are now listed under officer-initiated activity and are no longer CAD incidents.



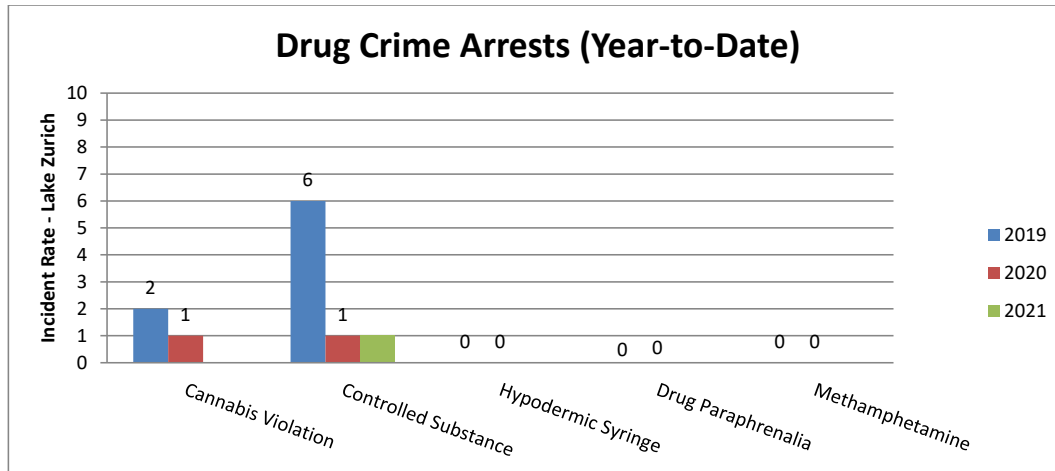
Original criminal reports, generally taken by Patrol section personnel, are reviewed by the Investigations Commander and assigned to Investigative personnel based on Solvability Factors.



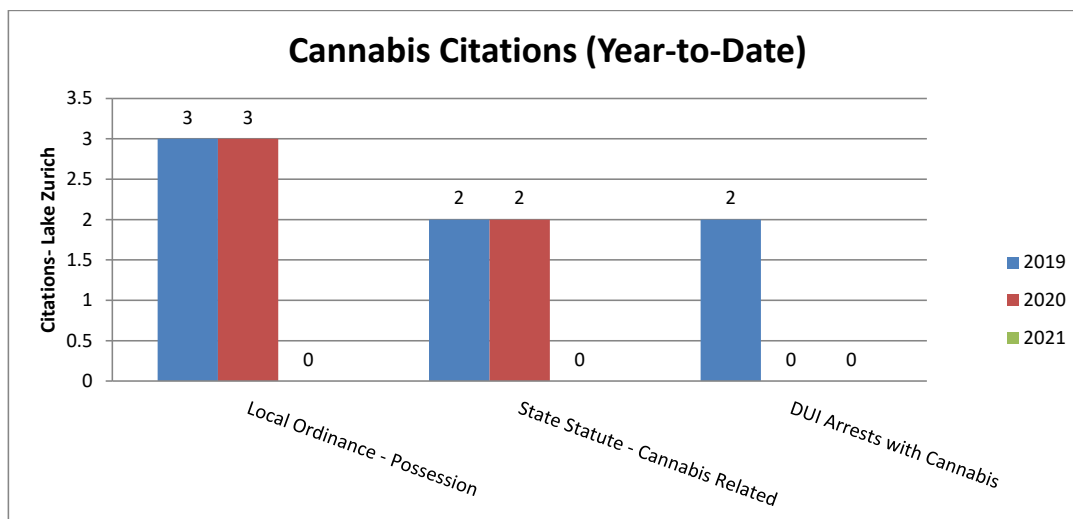
The Federal Bureau of Investigation requires four different Crimes against Persons offenses be reported for statistical purposes based on identified criteria. This information is provided to the Illinois State Police (Illinois Uniform Crime Report (I-UCR)) and passed through to the FBI. Generally, this information is converted to incidents per 100,000, although the actual numbers are used for this report.



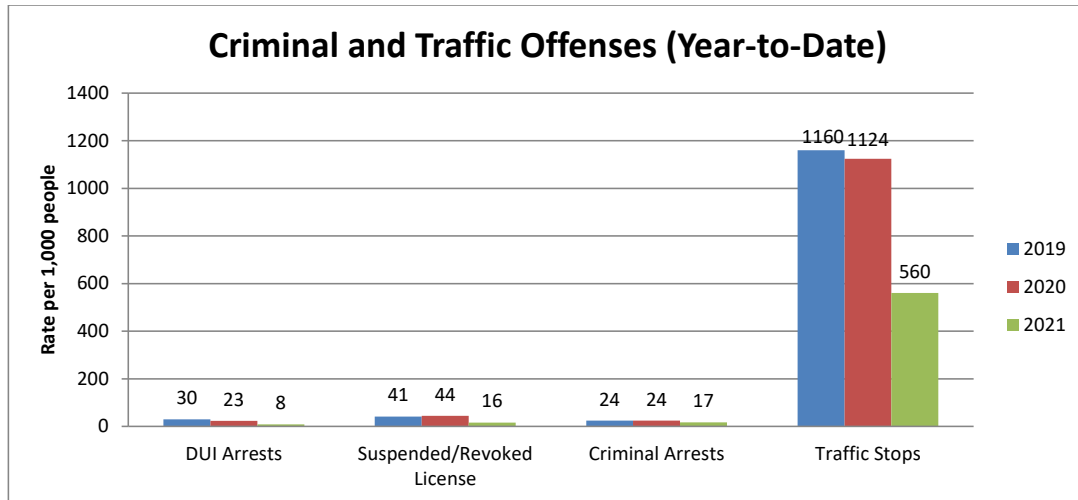
This information is provided to the Federal Bureau of Investigation via the Illinois State Police. Crime in Illinois provides crime information throughout Illinois. More information about this can be found at the Illinois State Police website: (<http://www.isp.state.il.us/crime/ucrhome.cfm>). The high rate of thefts includes identity theft reports involving the IDES scam.



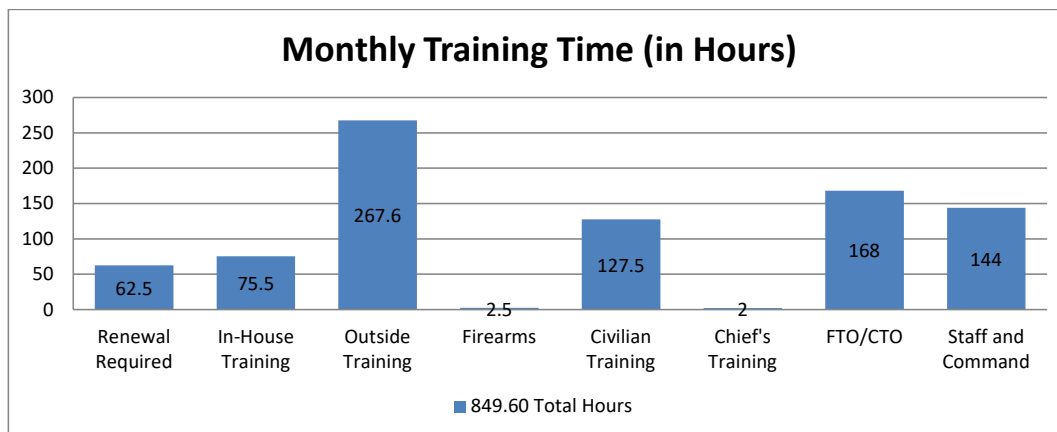
The Department is required to report Drug Crime Arrests to the Illinois State Police. The violations reported are related to the Cannabis Control Act, Controlled Substances Act, Hypodermic Syringe Act, Drug Paraphrenalia Act, and the Methamphetamine Act.



Illinois passed new cannabis rules and regulations that went into effect on January 1, 2020. Information was gathered from previous years to compare what effect the new laws have made on cannabis citations. These citations include local ordinance cannabis possession citations, state statute cannabis related citations (includes possession, delivery, paraphernalia, and DUI), and DUI arrests with cannabis as the primary or contributing factor.

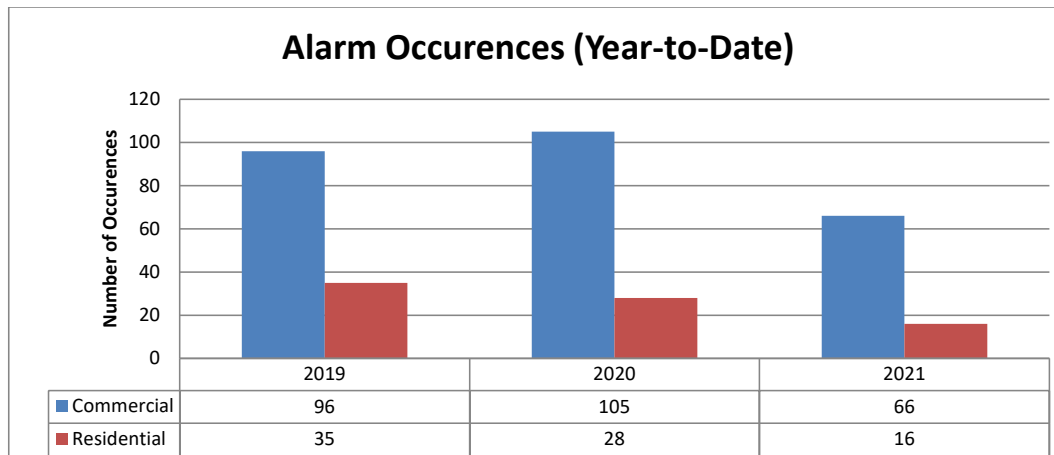


Information depicted in this graph relates to Driving Under the Influence of Alcohol/Drug arrests, Driving while Driver's License Suspended/Revoked arrests, various criminal arrests (Domestic Battery, Retail Theft, Drug Offenses, etc.), and traffic stops conducted by Department personnel.

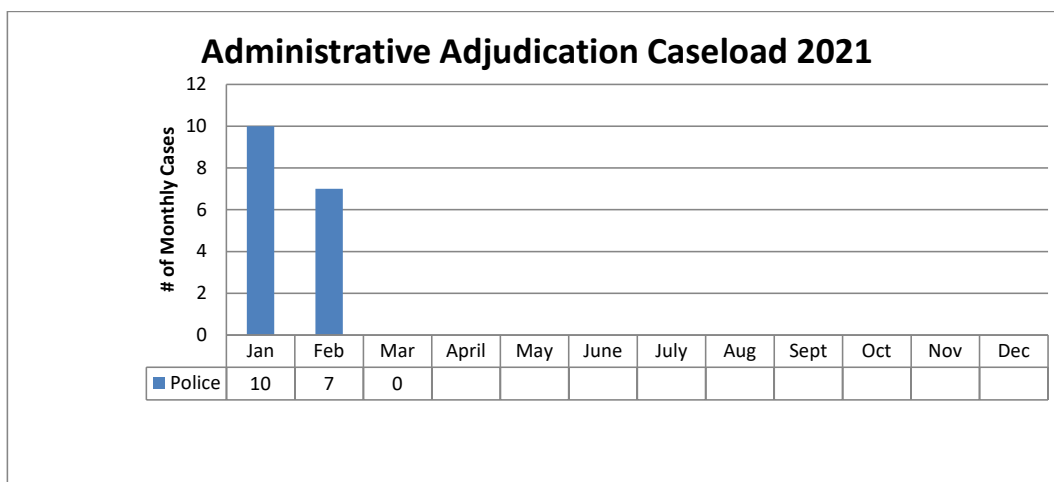


Training is an important element to maintain or improve skills/knowledge/ability.

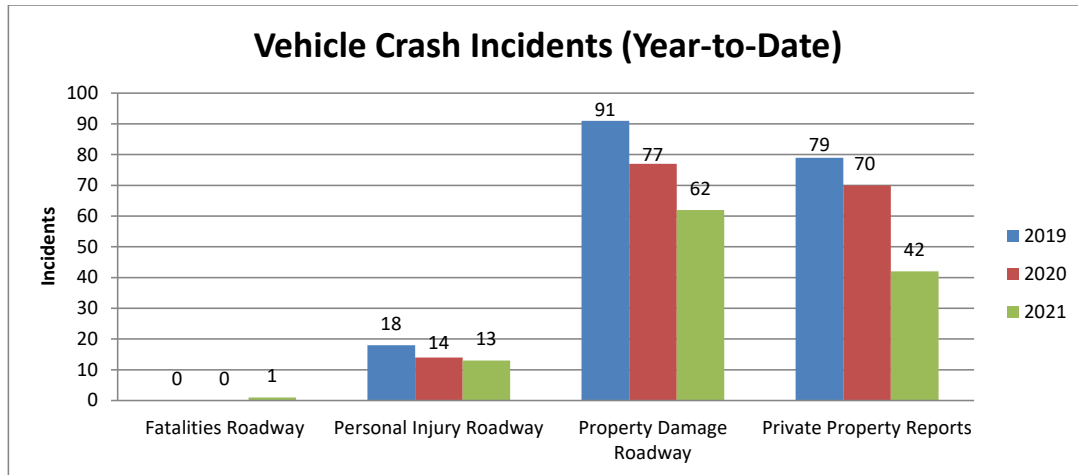




The Crime Prevention/Community Relations function monitors the number of alarms to which Patrol personnel respond – many of the alarms are false.



The Administrative Adjudication process was originally put in place to address automated traffic enforcement citations. This program has been expanded to review vehicle equipment compliance citations, administrative tows, and parking citations.



The Department conducts traffic crash investigations on both public roadways and private property (primarily parking lots). The traffic crashes are broken down into four categories: fatal, personal injury, property damage, and private property. Routine traffic crashes are taken by Patrol personnel. Traffic Safety personnel investigate fatal, serious personal injury, and commercial motor vehicles.

### Red Light Camera Violations and Accidents (Year-to-Date)

2021	Red Light Violations		Adjudication for Red Light Violations				Accidents at Red Light Intersections		
	Citations	Net Received	Hearings	Liable	Not Liable	Non-Suit	12/ Miller Road	12/ Route 22	12/ June Terrace
January	266	\$12,270.00	4	4	0	0	1	1	1
February	121	\$17,220.00	3	2	0	1	1	2	1
March	159	\$7790.00	0	0	0	0	0	2	0
April									
May									
June									
July									
August									
September									
October									
November									
December									
Total	546	\$37,280.00	7	6	0	1	2	5	2

Information depicted in this chart relates to red light camera violations, adjudication (court) for those contesting their violation, and accidents that have occurred at intersections with red light cameras.



# PUBLIC WORKS DEPARTMENT

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## MONTHLY INFORMATION REPORT

**March 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION MAKING

505 TELSER ROAD  
LAKE ZURICH, IL 60047

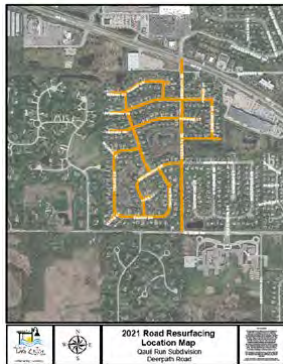
## DEPARTMENTAL NARRATIVE

**Park Maintenance:** Crews continue to address both routine and specific maintenance items as needed. Staff has been monitoring facilities during the Covid-19 pandemic insuring proper sanitation is occurring. Facility HVAC system levels have been adjusted in an effort to minimize usage.

**Storm Water System Maintenance:** Crews are completing routine maintenance. Administrative staff has been receiving an unprecedented number of calls relating to private property drainage. Crews have completed televising all storm infrastructure affected by the 2021 road resurfacing program.

**Infrastructure Projects:** The 2020 Road Resurfacing Program has been awarded. Concrete and storm water removals, replacements, and repairs are scheduled to begin in April with milling and paving to follow.

Crews have begun field work for the 2021 sign replacement program. The program locations mimics the annual Road Resurfacing Program.



The 2021 Concrete Program has been awarded. Field marking are complete and construction is scheduled to begin in early April.



**Winter Events:** Crews responded to 1 events in March with snow totaling 1.8 inches. Detailed product usage can be found in charts below.

**March Water Main Break Locations:**

118-126 Potawatomi Trail  
Country Club Road at Beech Drive  
569 Surryse Road  
451 Grever Court  
1085 Cedar Creek Drive  
1155 E. Route 22  
1120 Millbrook Drive

**Water Main Replacement:**

The Rt. 12 emergency water main replacement (between L.A. Fitness and Starbucks) plan was recently approved by IDOT. The Village's consulting engineer, Manhard Consulting, is revising the design plan due to recently determined conditions and change in scope. Bidding and award expected soon.

**Employee Training:**

Jeremy Reusch attended Class B (Groundwater treatment & Ion Exchange) water operations March 2<sup>nd</sup>- March 8<sup>th</sup>.

Steve Schmitt attended the ISAWWA Spring Regulatory Update on March 8<sup>th</sup>.

**Anniversaries:**

**Staff Kudos:**

Received from web interface

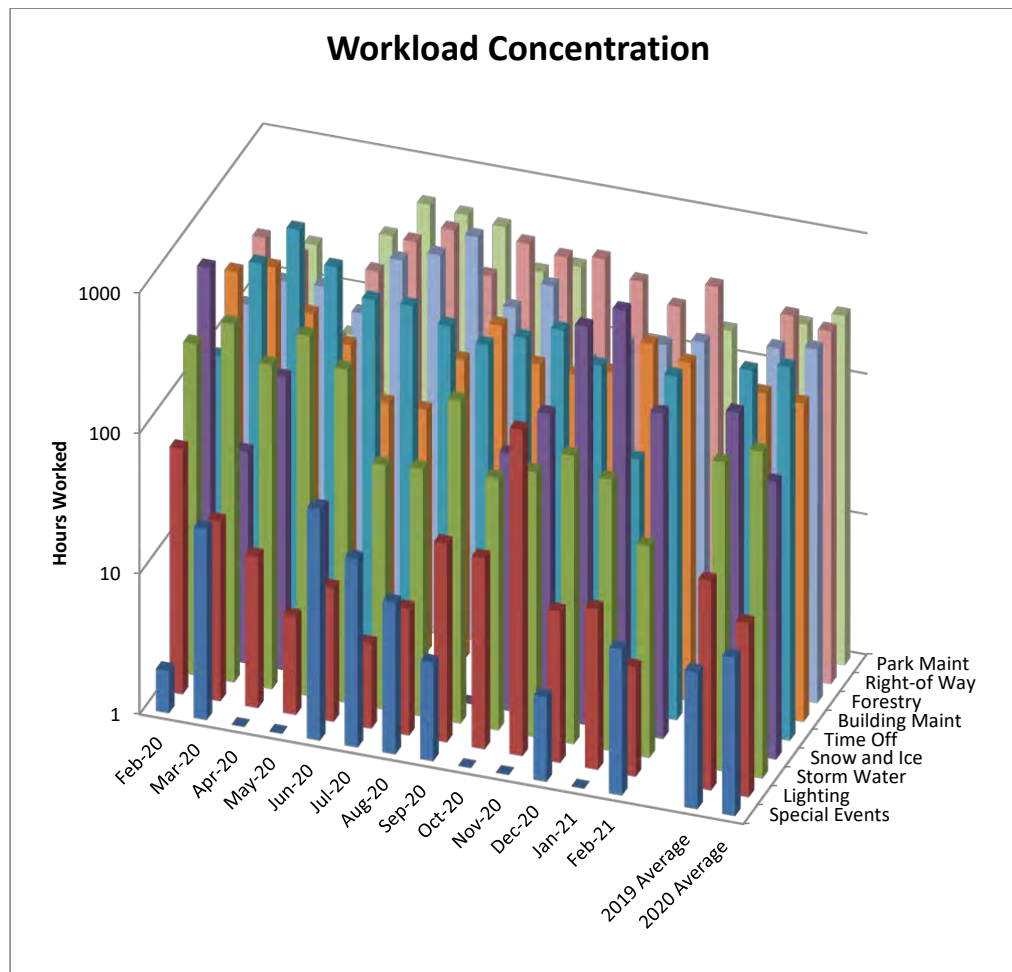
*Kudos for your team in going around and repairing the corners /parkways. The snow removal services certainly did a job on the grass/oil on sidewalks and debris. Saw the Village trucks out today working....thank you*

To: Mike Brown <[mike.brown@lakezurich.org](mailto:mike.brown@lakezurich.org)>

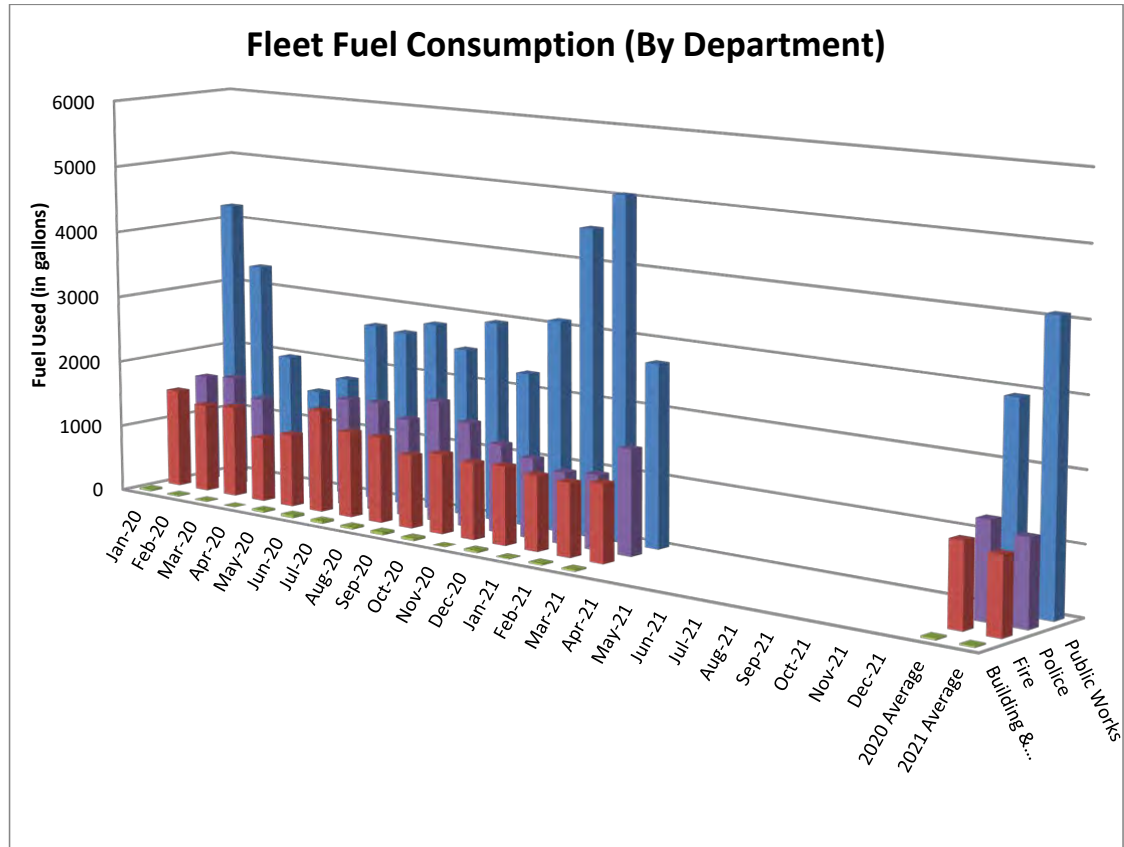
Subject: Thank you

This is a bit belated, but I wanted to thank you for the work your Team did to so quickly restore our water supply last week. We happened to be home when someone from Public Works rang our bell and left a note letting us know that our water would be cut off at 10:45 to allow for the repair of a local water main. Our water supply was restored in less than 5 hours thanks to their efficiency.

Thanking you and your Team,  
Jeanette Stanonik  
Red Bridge Subdivision

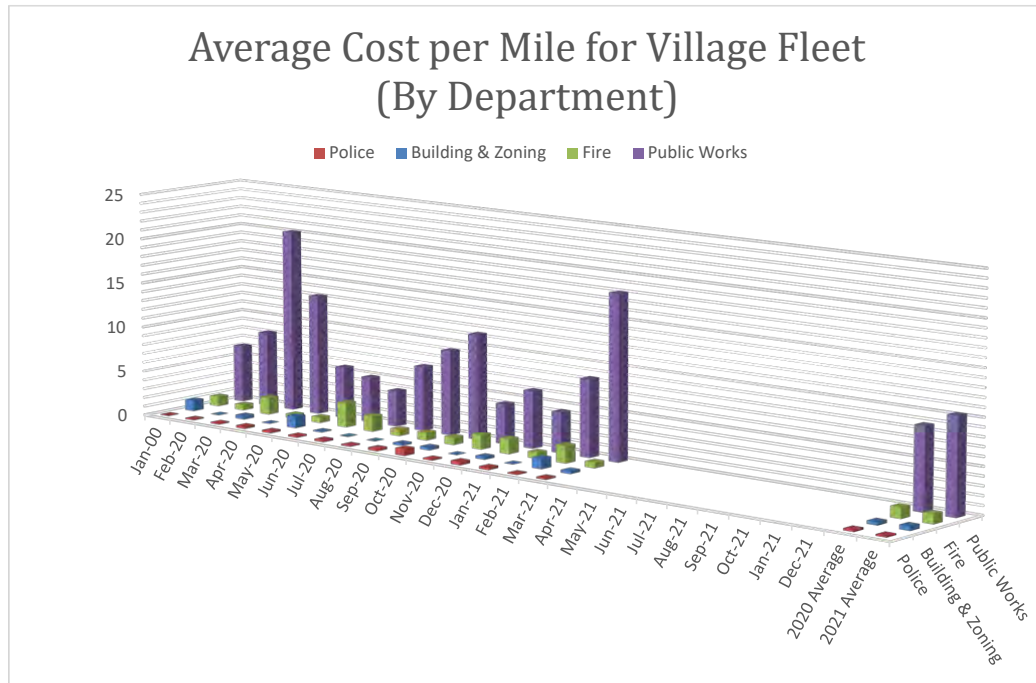


A core function of Public Works are related to the completion of work orders for several categories, including administrative, forestry, park maintenance, municipal property maintenance, right-of-way, snow and ice, street lighting, and storm water system maintenance. This chart shows the number of hours worked on major activities.

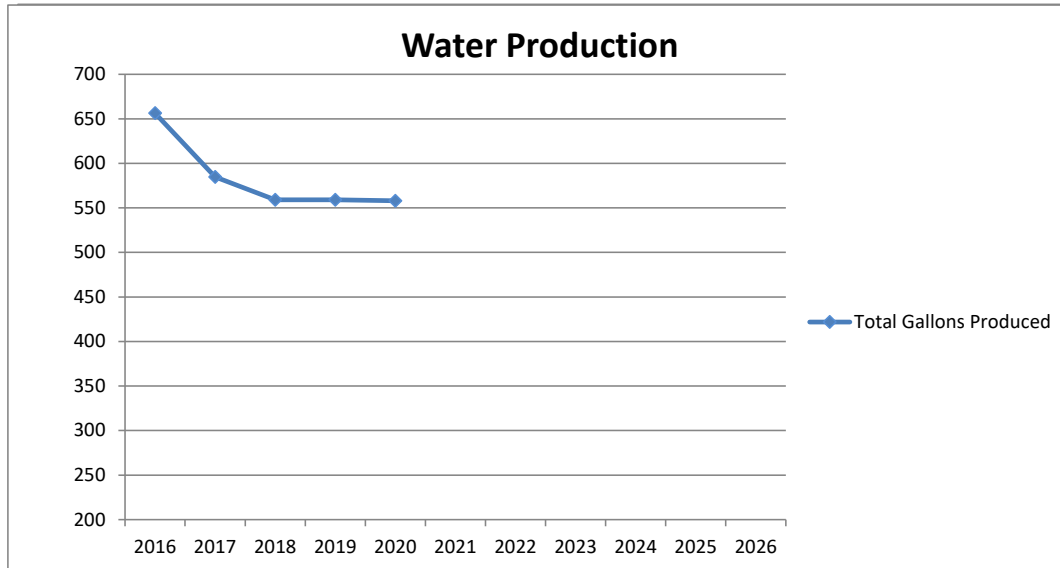


Tracking fuel consumption allows staff to make informed decisions relating to the municipal vehicle fleet, including the number of vehicles in each department, the types of vehicles purchased and the type of fuel source used. Dramatic fluctuations in fuel consumption can occur during events such as heavy snowstorms. (Output measure)





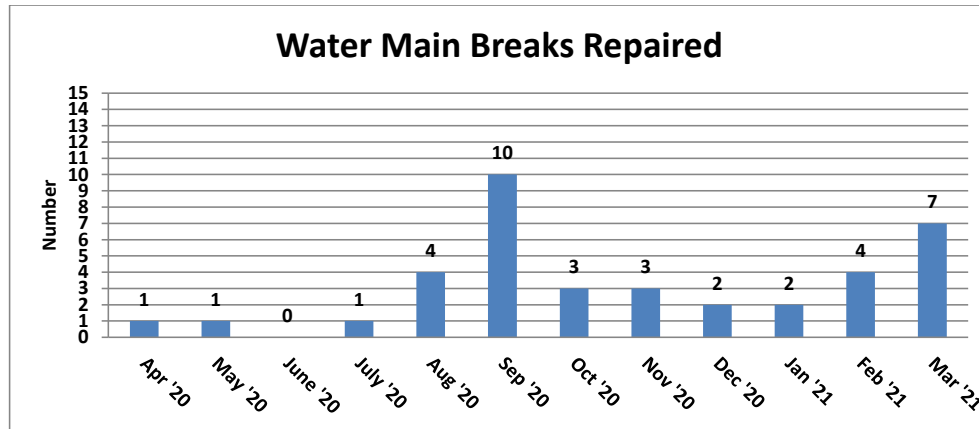
Vehicle cost per mile is an initial indicator of an efficient fleet operation. With basic cost per mile information in hand, all components that feed into that cost can be scrutinized and measured. These components include labor rates, fuel costs and parts costs. Looking further into the Village' vehicle cost per mile, staff can measure other components such as average vehicle age. When vehicles are replaced within their life cycle, the impact is usually positive.



From 2012 to 2015, there was a steady decline in the annual volume of water produced and used by our community. This trend was altered in 2016 due to dry weather leading to increased watering of lawns and landscaped areas.

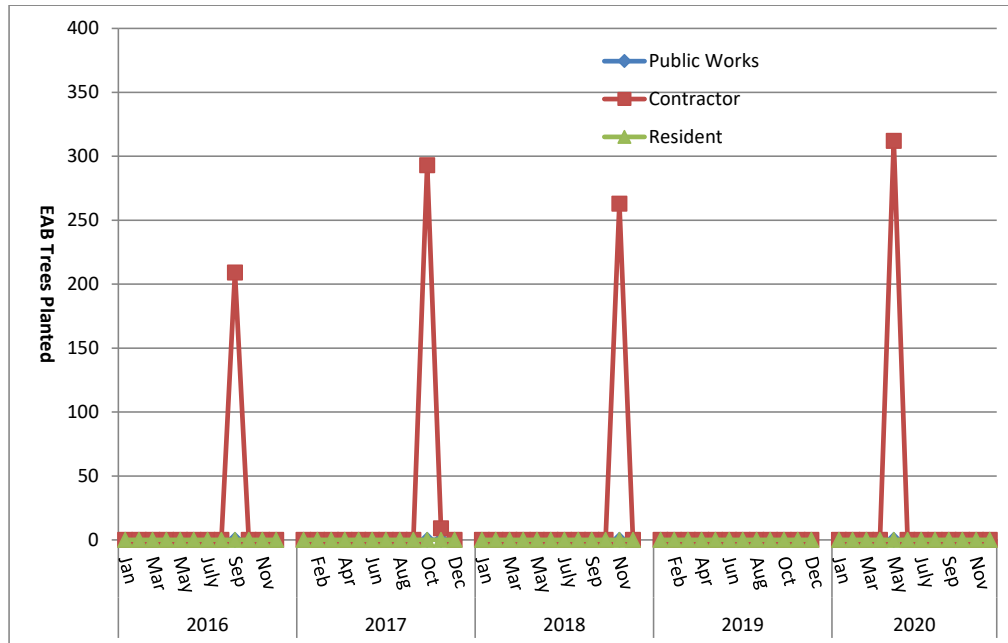
	2016	2017	2018	2019	2020	2021	2022	2023	2024
January	49.301	46.667	45.868	44.227	43.867	42.319			
February	45.801	40.952	41.098	41.452	41.645	40.367			
March	53.467	44.543	43.155	43.946	43.552	42.924			
April	55.963	49.974	45.098	43.570	40.662				
May	60.273	49.588	48.065	45.339	44.834				
June	63.819	56.169	46.114	45.489	51.130				
July	68.751	53.755	57.074	59.526	54.529				
August	66.229	54.746	54.067	61.419	58.959				
September	58.664	53.928	46.809	44.786	51.040				
October	45.838	47.169	44.369	43.476	44.443				
November	42.120	42.335	42.089	41.475	40.680				
December	46.088	44.961	45.305	44.379	42.684				
<b>Total</b>	<b>656.314</b>	<b>584.787</b>	<b>559.111</b>	<b>559.084</b>	<b>558.025</b>				
<b>Avg</b>	1.793	1.598	1.532	1.532	1.529				
<b>% incr/decr</b>	11.37%	-12.23%	-4.59%	0%	-0.02%				

The highlighted months are the lowest for each of these months in the last 6 years. The highest monthly production in the last 5 years occurred in July of 2016. In 2020, our daily average was 1.53 million gallons per day.

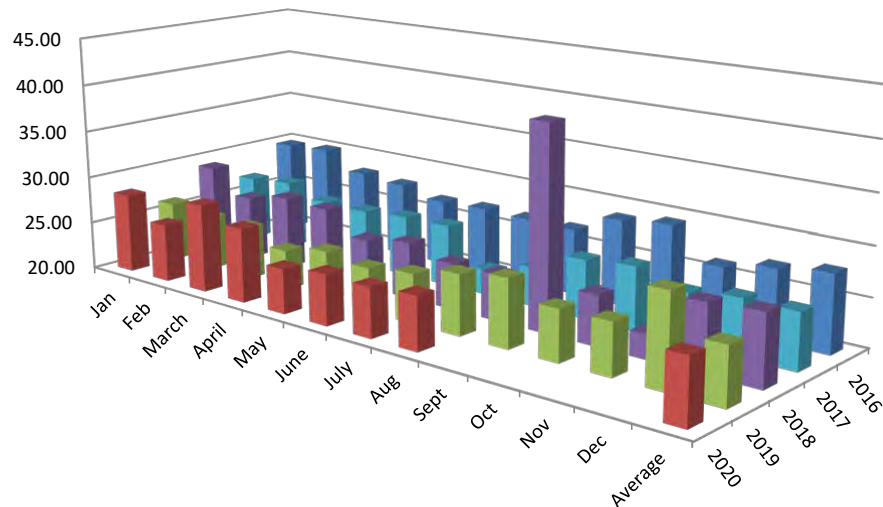


A water main break can be a hole or crack in the water main. Common causes of breaks in the water main include: age, pipe material, shifting in the ground attributed to fluctuations in moisture and temperature (below and above the frost line), corrosive soil that causes a thinning of the water main pipe, improper backfill, severe changes in water pressure (hammer) which has several causes and physical contact (damage) by excavating contractors.

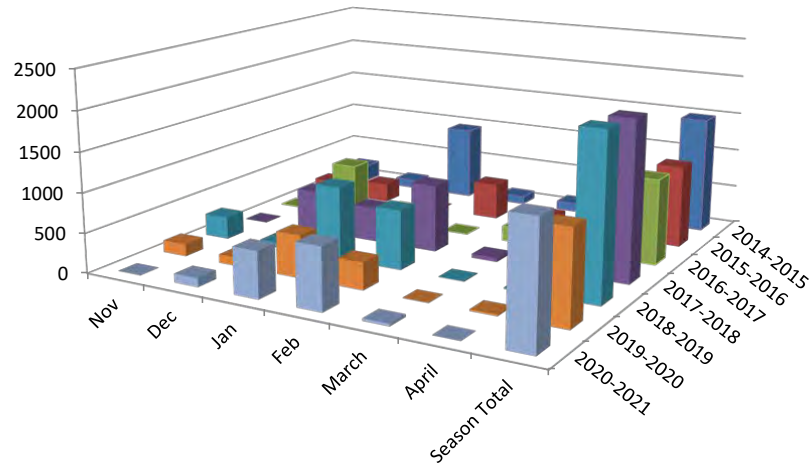
### Emerald Ash Borer Tree Replacement Program



### Percentage of Refuse Recycled by Month/Year



### Tons of Road Salt



### Gallons of Liquid Deicer

