



AGENDA PACKET
VILLAGE OF LAKE ZURICH
Village Board of Trustees Meeting

May 6, 2024
07:00 pm

VILLAGE OF LAKE ZURICH

VILLAGE BOARD OF TRUSTEES MEETING

MAY 6, 2024
07:00 PM
AGENDA

1. CALL TO ORDER

2. ROLL CALL

Mayor Thomas Poynton, Trustee Dan Bobrowski, Trustee Mary Beth Euker, Trustee William Riley, Trustee Marc Spacone, Trustee Roger Sugrue, Trustee Greg Weider.

3. PLEDGE OF ALLEGIANCE

4. 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 up to 5 minutes per speaker.

5. PRESIDENT'S REPORT/ COMMUNITY UPDATE

A. Lake Zurich Green Business Award Winner -- g2 revolution at 800 Church Street, a Pioneering Force in Sustainable Business Practices

B. Advice and Consent of Trustees to Appoint Eric Bereza to the Community and Police Advisory Committee

C. Proclamation Honoring Deputy Chief David Anderson upon His Retirement from the Village of Lake Zurich after 28 Years of Public Service

D. Oath of Office

- Promotion of Deputy Chief Colin Gaffney
- Promotion of Sergeant Cole Beidelman
- Swearing in Officer Piotr Dudek
- Swearing in Officer William Lewandowski

E. Proclamation Declaring May 12 -- 18, 2024, as Police Week

F. Proclamation Declaring May 19 -- 25, 2024, as Emergency Medical Services Week

6. 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 Village Trustee/

A. Approval of Minutes from the Village Board Meeting of April 15, 2024

Attachment: [6a.pdf](#)

B. Approval of Executive Session Minutes from the Village Board Meeting of March 4, 2024

C. Approval of Semi-Monthly Warrant Register Dated May 6, 2024, Totaling \$1,991,922.15.

Attachment: [6c.pdf](#)

D. Ordinance Amending Various Chapters Title 8 and Title 9 of the Lake Zurich Municipal Code (Assign Ord. #2024-05-568)

Summary: From time to time, Village staff reviews the codes to ensure that they are updated, accurate, and serve the needs and aspirations of the community. This process ensures their effectiveness and provides the necessary clarity, flexibility and opportunity to properly regulate development in the community. The Village is seeking text amendments to chapters of the Zoning Code and Building Code located in the Lake Zurich Municipal Code.

The proposed amendments increase the maximum allowed size of a shed, clarifies the storage requirements of recreational vehicles, and adds new sections providing for the regulation of outdoor storage of firewood and temporary storage containers. The Planning and Zoning Commission held a public hearing on March 20, 2024 and voted unanimously in favor of approval of the proposed amendments

Attachment: [6d.pdf](#)

E. Resolution Approving the Public Release of Executive Session Meeting Minutes of the Lake Zurich Village Board of Trustees (Assign Reso. 2024-05-085)

Summary: The Village is required to conduct periodic reviews of Executive Session minutes for the purpose of determining whether any minutes may be released for public viewing. The proposed Resolution identifies the Executive Session minutes that the Board has provided consensus on to either keep confidential or release.

Attachment: [6e.pdf](#)

F. Four-Year Agreement with Stryker for Stair Charis and Power Load Cot Systems in the Amount Not-to-Exceed \$41,248 Paid in Four Annual Installments

Summary: The Fire Department uses stair-chairs and power cot systems to minimize the risk of injury to the patient and first responder when moving and lifting patients. These devices require maintenance and preventative care to ensure proper operation and longevity. The proposed agreement includes parts, labor, travel expenses, and battery services on an annual basis for this emergency response equipment, to be paid out annually at \$10,312 per payment.

Attachment: [6f.pdf](#)

G. Agreement with Pipe View America for 2024 Sewer Televising Inspection Program in the Amount Not-to-Exceed \$100,000

Summary: The 2024 budget includes \$100,000 in the Water and Sewer Fund for video inspection services of Lake Zurich's sanitary sewer system. A competitive bid opening last year on September 20, 2023 resulted in five bids received, with the lowest responsible bid from Pipe View America of Schaumburg for a three-year contract. Staff is recommending an extension of this 2023 contract for year two.

Attachment: [6g.pdf](#)

H. Resolution of the Village of Lake Zurich Lake County, Illinois to Induce the Development of Certain Property within the Industrial District Tax Increment Financing Redevelopment Project Area #4 for Industrial Wire & Cable Corporation At 595 Rose Road (Assign Reso. #2024-05-086)

Summary: The proposed development inducement resolution allows the Industrial Wire & Cable Corporation at 66 North Buesching Road to be eligible for future TIF reimbursements related to the acquisition and development of underutilized parcels at 595 Rose Road. Such redevelopment would raise the equalized assessed value of the entire TIF, thus generating future TIF increment.

Attachment: [6h.pdf](#)

I. Paulus Park Lakeside Pavilion Reservation for Phillips Family Graduation Party on July 20, 2024

Summary: A local Lake Zurich family is requested use of the Lakeside Pavilion on July 20, 2024 from 10 am -- 7 pm with antic pated attendance of 140 people.

Attachment: [6i.pdf](#)

J. Ordinance Appointing a Director and Alternate Director to Represent the Village of Lake Zurich on the Central Lake County Joint Action Water Agency (Assign Ord. #2024-05-569)

Summary: The Village has entered into an Intergovernmental Agreement with other units of local government as part of the agency's thirteen-member Board of Directors establishing the Central Lake County Joint Action Water Agency (CLCJAWA) with each municipality appointment one Director and one Alternate Director. This agreement requires appointments to be made by ordinance, with the Village appointment Mayor Tom Poynton as the Director and Trustee William Riley as Alternate Director.

Attachment: [6j.pdf](#)

K. Agreement with Alpha Maintenance and Services for 2024 Hydrant Painting in the Amount Not-to-Exceed \$83,700

Summary: The 2024 budget includes funding for hydrant maintenance and painting services in the Water and Sewer Fund. The village's Hydrant Painting Program is designed to annually paint 300 of the Village's 1500 hydrants. The Municipal Partnering Initiative (MPI) helps local communities bid on similar projects to reduce expenses. Five bids were received, with Alpha Maintenance & Services being selected to be awarded the contract.

Attachment: [6k.pdf](#)

L. Agreement with Martin Enterprises for Replacement of the Police Department Firearms Range Ventilation System in the Amount Not-to-Exceed \$418,724

Summary: The 2024 budget includes \$250,000 for the replacement of the firearms range ventilation system. Based on the age and functionality of the police department firearms range ventilation systems, replacement is recommended. A bid opening was conducted on February 29, 2024 which yielded three bids. Public Works staff thoroughly reviewed all submitted bids, with staff recommending to award a contract to Martin Enterprises in the amount of \$375,490, with the total project not to exceed the amount of \$418,724.

Attachment: [6l.pdf](#)

M. Surety Reduction for Bish Creative Display at 940 Telser Road to \$998.10

Summary: The Chief Operating Officer of Bish Creative Display, has requested a reduction in surety dated September 12, 2023 from the property located at 940 Telser Road. The original amount for site improvements was \$9,981.00 with a request to reduce the guarantee to a maintenance cash deposit in the amount of \$998.10 requested by the property owner and agreed to by the Village's Development Review Team (DRT). The proposed reduction is based on substantial completion of the items denoted in the Engineer's Opinion of Probable Cost submitted in 2023 at the time of approval of the development. Staff recommends a partial reduction of the surety for site work only to \$998.10, to be held as a cash deposit.

Attachment: [6m.pdf](#)

N. Ordinance Approving the Vacation of Certain Unimproved Right-of-Way at Heritage Church Located at 255 Quentin Road (Assign Ord. #2024-05-570)

Summary: The owners of Heritage Church have requested the Village to vacate approximately 586.31 feet of 30-foot wide village right-of-way to their adjacent property. In 2002, the property was annexed into the Village and was granted a Planned unit Development (PUD) along with the remaining southernly 30-foot-right-of-way. In 2022, the church received approval for further expansion however the remaining 30 foot right-of-way was never improved and has remained vacant. Staff has no objection to the conveyance of the half right-of-way as it will not affect the village's use, maintenance and operation. Vacation of this portion of the property will relieve the village of any liability associated with the ownership and maintenance of the land.

Attachment: [6n.pdf](#)

O. Agreement with MGT of America Consulting for Classification & Compensation Study in the Amount Not-to-Exceed \$30,000

Summary: Staff is recommending a contract between the Village and MGT of America Consulting LLC for the purpose of reviewing current compensation practices, evaluating employee benefits to resolve inequities, and recommending classification and compensation adjustments. The Fiscal Year 2024 budget includes \$75,000 in the General Fund for a classification and compensation study. Staff issued a request for proposals in March 2024 and received eight responses. With a five-month project timeline, MGT of America has presented a solid proposal that coincides with the needs of the Village. Staff recommends the Village Board approve an agreement with MGT in the amount not-to-exceed \$30,000.

Attachment: [6o.pdf](#)

7. NEW BUSINESS

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

A. LAKECOMM Consolidated Dispatch Services Update (Trustee Sugrue)

Summary: In 2022, the Village of Lake Zurich entered into an intergovernmental agreement for and contributed \$50,000 toward an effort to establish a consolidated 911 dispatch operations center to serve Lake County.

Over the past two years, Village staff have actively participated in the planning process for a new consolidated dispatch center,

anchored by a new facility being built in Libertyville by Lake County. Staff will provide an update on the planning process as it nears conclusion, including recommendations for a new intergovernmental agreement establishing LakeComm as the 911 dispatch center for Lake Zurich and its partner agencies.

Recommended Action: This is a non-voting item at this time. Village Staff request any Board feedback or questions prior to preparing the intergovernmental agreement for future Board consideration.

8. TRUSTEE REPORTS

9. VILLAGE STAFF REPORTS

10. EXECUTIVE SESSION called for the purpose of:

- 5 ILCS 120 / 2 (c)(21) review of executive session minutes
- 5 ILCS 120 / 2 (c)(1) appointment, employment, compensation, discipline, performance, or dismissal of specific employees

11. ADJOURNMENT

The next regularly scheduled Village Board meeting is on Monday, May 20, 2024.

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



Monday, April 15, 2024 7:00 p.m.

1. **CALL TO ORDER** by Mayor Thomas M. Poynton at 7.00pm.
2. **ROLL CALL:** Mayor Thomas M. Poynton, Trustee Dan Bobrowski, Trustee William Riley, Trustee Marc Spacone, Trustee Roger Sugrue, Trustee Greg Weider. Trustee Euker was absent and excused. Also in attendance: Village Manager Ray Keller, Asst. Village Manager Michael Duebner, Village Atty. Scott Uhler, Finance Dir. Amy Sparkowski, Management Services Dir. Kyle Kordell, Police Chief Steve Husak, Dir. Of Community Development Sarosh Saher, Public Works Dir. Mike Brown, Park and Rec. Dir. Bonnie Caputo.
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**
Mindy Dupee and Julie Novak, LZ Area Fire Dept. addressed the Board on the year long negotiations on a contract between LZFD and the Rural FD.
5. **CONSENT AGENDA**
 - A. **Approval of Minutes from the Village Board Meeting of April 1, 2024**
 - B. **Approval of Semi-Monthly Warrant Register Dated April 15, 2024, Totaling \$493, 360.55**
 - C. **Lease Agreement with Kiki's Cotton Candy for Concessions at Paulus Park, 200 South Rand Road**
Summary: Kiki's Cotton Candy of Wauconda proposes to operate concessions at Paulus Park for the summer of 2024. The proposed lease outlines operations as a public park amenity offering a selection of non-alcoholic beverages and light food options. The lease is structured as a one-year term ending December 31, 2024, with a one-year extension allowed if mutually agreeable. Rent to the Village is proposed at \$250 a month or 12% of gross sales, whichever is greater, for the months the venue is operating.
 - D. **Special Event Request with 10 x EM for Lake Zurich Triathlon on Sunday, July 13, 2025**
Summary: The 2024 triathlon event was previously approved for July 7, 2024, with organizer 10 x EM. Due to construction projects this year scheduled for Fairfield Road and the intersection of Miller and Route 12 and the potential unsafe conditions, the event organizers are requesting a one-year hiatus and revival of the event to July 13, 2025.

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- E. Paulus Park Lakeside Pavilion Event Request for Great Clips Company Picnic on Sunday, July 28, 2024**
Summary: Great Clips is requesting use of the lakeside pavilion on July 28 from 1 – 8 pm for its company picnic. Estimated attendance is 120 people.
- F. Agreement with Patriot Pavement Maintenance for 2024 Crack Sealing Community Investment in the Amount Not-to-Exceed \$60,000**
Summary: The 2024 budget includes \$60,000 in the Motor Fuel Tax Fund for preventative street maintenance. A competitive bid opening on February 19, 2024 resulted in four bids received, with the most competitive bid from Patriot Pavement Maintenance.
- G. Agreement with Schroeder Asphalt Services for 2024 Pavement Patching Community Investment in the Amount Not-to-Exceed \$150,000**
Summary: The 2024 budget includes \$150,000 in the Non-Home Rule Sales Tax Fund for street resurfacing and pavement patching. A competitive bid opening on April 5, 2024, with the Lake County Municipal League resulted in two bids received, with the most competitive bid from Schroeder Asphalt Services, which includes an option to extend the original one-year contract for four additional single-years.
- H. Full Release of Letter of Credit for True North Gas Station at 449 South Rand Road**
Summary: A guarantee of site improvements in the form of a Performance Bond in the amount of \$244,992 was provided by Western Surety Company as a performance and payment security for site work and development. All work has been completed and the bond can now be released in its entirety.
- I. Ordinance Establishing Village of Lake Zurich Special Area Number 21 for Wildwood Estates of Lake Zurich Duplex Residential Lots 1-12 and Outlot 1 ORD. #2024-04-565**
Summary: On February 5, 2024, the Village Board conducted a public hearing to propose the establishment of this backup SSA. Since then, no petitions to veto the establishment of this SSA has been received. This SSA will allow the Village to assess a tax, *in the future and only if necessary*, on the property owners of the single-family homes within that subdivision to pay for maintenance and repairs to the stormwater management facilities, and only in the event the subdivision's Homeowners Association (HOA) is delinquent in fulfilling these obligations.
- J. Ordinance Establishing Village of Lake Zurich Special Area Number 22 for Wildwood Estates of Lake Zurich Outlot 2 ORD #2024-04-566**
Summary: On February 5, 2024, the Village Board conducted a public hearing to propose the establishment of this backup SSA. Since then, no petitions to veto the establishment of this SSA has been received. This SSA will allow the Village to assess a tax, *in the future and only if necessary*, on the property owner of Outlot 2 to pay for maintenance and repairs to the stormwater management facilities, and only in the event such owner is delinquent in fulfilling these obligations.

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- K. Ordinance Amending Title 3 of Chapter 3 of the Village of Lake Zurich Municipal Code to Amend Authorized Class – C Convenience Store Liquor License for Riya Enterprises Chicago DBA 7-Eleven at 600 East Route 22 ORD. #2024-04-567**

Summary: 7-Eleven at 600 East Route 22 in Oakwood Commons Shopping Center has signed a new franchise agreement with Riya Enterprises Chicago and are requesting a Convenience Store Class-C liquor license for the sale of packaged alcoholic beverages. The applicant has passed all background checks and has obtained all required documentation and insurance.

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

AYES: 5 Trustees Bobrowski, Riley, Spacone, Sugrue, Weider.

NAYS: 0

ABSENT: Trustee Euker.

MOTION CARRIED.

6. NEW BUSINESS

- A. Agreement with Hitchcock Design Group for the Development and Administration of the Paulus Park Open Space Land Acquisition and Development Grant Program in the Amount Not-to-Exceed \$329,300**

Summary: The Lake Zurich 2024 budget includes \$3.3 million for Paulus Park enhancements as part of a \$600,000 OSLAD grant program awarded to the village earlier in 2024. The park enhancement includes shoreline restoration with an overlook, renovation of the water splash pad, the creation of a new gathering space with game tables, the addition of a bandshell on the stage, more baggo courts, and site landscaping.

Hitchcock Design Group has submitted a proposal to manage the development and construction administration for these improvements. It's professional service fee accounts for 12.3% of the project total, below the grant-permitted 15.3% of the construction costs for architectural/engineer fees.

Dir. Bonnie Caputo introduced Lacey Lawrence of Hitchcock Design Group, they answered the Board's questions.

Recommended Action: A motion was made by Trustee Weider, seconded by Trustee Riley, to approve and agreement with Hitchcock Design Group for the Development and Administration of an Open Space Land Acquisition and Development Grant Program in the Amount Not-to-Exceed \$329,300.

AYES: 5 Trustees Bobrowski, Riley, Spacone, Sugrue, Weider.

NAYS: 0

ABSENT: Trustee Euker.

MOTION CARRIED.

- B. Agreement with Bluestem Ecological Services for 2024 Natural Areas Community Investment in the Amount Not-to-Exceed \$174,814**

Summary: With the completion of the Emerald Ash Borer parkway tree replacement program in 2023, the Village Board has decided to reallocate that annual tree funding of \$100,000 to the enhancement and restoration of Lake Zurich natural open space areas. The Village has developed a comprehensive five-year plan for the maintenance of natural areas and the 2024 program

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includes community investment in 17 different areas, including Oak Ridge Marsh Nature Park, Breezewald Park, Kildeer Creek, and Whispering Creek. A competitive bid opening on April 4, 2024, resulted in five proposals, with Bluestem Ecological Services offering the most competitive bid. This investment into natural areas is funded by \$113,469 from the General Fund and \$61,345 from four Special Services Areas.

P. W. Dir. Brown stated that when these areas were created there was no funding source connected to them. Trustee Spacone asked about Tree City award and Dir. Brown and Mary Kozub of the Tree Commission explained that Lake Zurich has been a Tree City for twenty years. They answered the Board's questions.

Recommended Action: A motion was made by Trustee Spacone, seconded by Trustee Sugrue, approve an agreement with Bluestem Ecological Services for 2024 Natural Areas Community Investment in the Amount Not-to-Exceed \$174,814.

AYES: 5 Trustees Bobrowski, Riley, Spacone, Sugrue, Weider.

NAYS: 0

ABSENT: Trustee Euker.

MOTION CARRIED.

C. Intergovernmental Agreement Between the Village of Lake Zurich and the Lake County Housing Authority In Regard to Providing Water and Sewer Service

Summary: The Lake County Housing Authority is requesting approval of an intergovernmental agreement to secure potable water and sanitary sewer services from the Village of Lake Zurich for their property at 22843 Lakewood Lane, the property formerly known as Midlothian Manor. The 2.6-acre property, which is presently served by well and septic, would be allowed to connect to the Village's public water and sewer systems. The proposed connections would improve public health and safety, as well as facilitate the Housing Authority's exploration of their options for future reuse or redevelopment of the property.

The subject property would remain outside of the Village's jurisdiction and subject to Lake County's zoning and development regulations. The Housing Authority and/or a successor owner would be required to submit permits and plans to the Village demonstrating compliance with the Village's infrastructure requirements. The property owner would be required to pay the connection fees and the ongoing user fees at the nonresident rates in effect at the time of connection. The Housing Authority also agrees to pay for any additional connection fees that may be owed to CLCJAWA, when the Village connects to their system, as a result of the reuse of the subject property. The intergovernmental agreement would be valid until July 1, 2029, by which time the Housing Authority would be required to connect to the Village's system.

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Recommended Action: A motion was made by Mayor Poynton, seconded by Trustee Weider, to approve an intergovernmental agreement between the Village of Lake Zurich and the Lake County Housing Authority in Regard to Providing Water and Sewer Service.

AYES: 5 Trustees Bobrowski, Riley, Spacone, Sugrue, Weider.

NAYS: 0

ABSENT: Trustee Euker.

MOTION CARRIED.

7. TRUSTEE REPORTS

There were none.

8. VILLAGE STAFF REPORTS

Park and Rec. Dir. Bonnie Caputo stated that hiring continues for summer staff, ages 14 + in various positions. Arbor Day celebrations will be Saturday, April 27th 2024.

9. PRESIDENT'S REPORT / COMMUNITY UPDATE

There was no report.

10. EXECUTIVE SESSION called for the purpose of:

- 5 ILCS 120 / 2 (c) (21) review of Executive Session minutes .

Motion was made by Trustee Sugrue, seconded by Trustee Riley, to adjourn to Executive Session for the purpose of 5 ILCS 120 / 2 (c) (21) review of Executive Session minutes. There will be no further business conducted in Open Session.

AYES: 5 Trustees Bobrowski, Riley, Spacone, Sugrue, Weider.

NAYS: 0

ABSENT: Trustee Euker.

MOTION CARRIED.

The Open Session meeting adjourned at 7.25pm.

11. ADJOURNMENT

The Open and Executive Sessions adjourned at 7.31pm.

Respectfully submitted:

Kathleen Johnson, Village Clerk.

Approved by

Mayor Thomas M. Poynton

Date.

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 05/6/2024
\$1,991,922.15

<i>Item #</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 101 GENERAL				
Dept 00000				
1	101-00000-10322	DRAWER RECREATION	BEACH '24 - PETTY CASH	400.00
2	101-00000-14101	INVENTORY	POSTAGE REPLENISH A/C #34328807	2,000.00
3	101-00000-15001	PREPAID EXPENDITURES	SOFTWARE MAINT 5/1/24 TO 5/1/25	7,485.12
4	101-00000-15001	PREPAID EXPENDITURES	ANNUAL DUES 5/1/24 - 4/30/25	2,318.33
5	101-00000-15001	PREPAID EXPENDITURES	ANNUAL DUES 7/1/24-6/30/25	2,375.00
6	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - DANCE COMPETITION	38.08
7	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - STEAM	132.00
8	101-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - APR 2024	456.82
9	101-00000-25201	BUILDING PERMIT DEPOSITS	880 S RAND RD	693.00
		Total For Dept 00000		15,898.35
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
1	101-10001-48310	CASH OVER/SHORT	AUDIT CORRECTION	0.01
		Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION		0.01
Dept 11006 LEGISLATIVE MAYOR & BOARD				
1	101-11006-54302	PUBLIC RELATIONS	GREEN BUSINESS GUIDE	875.00
		Total For Dept 11006 LEGISLATIVE MAYOR & BOARD		875.00
Dept 12001 VILLAGE ADMIN ADMINISTRATION				
1	101-12001-51652	TRAINING AND MEETINGS	CHAMBER EXPO - CANDY	47.98
2	101-12001-51652	TRAINING AND MEETINGS	ILCMA PROFESSIONAL EVENT	35.00
3	101-12001-51652	TRAINING AND MEETINGS	LC MANAGERS LUNCH MEETING	28.00
4	101-12001-51652	TRAINING AND MEETINGS	MEETING WITH MAYOR	19.93
5	101-12001-51652	TRAINING AND MEETINGS	COFFEE WITH THE MAYOR	41.66
6	101-12001-51652	TRAINING AND MEETINGS	LUNCH MEETING - YVETTE H	153.26
7	101-12001-52111	OTHER PROFESSIONAL SVCS	PTAB BOARD OF REVIEW COST SHARING	510.34
8	101-12001-52111	OTHER PROFESSIONAL SVCS	INDUSTRIAL TIF LEGAL	161.00
9	101-12001-52201	VILLAGE ATTORNEY	LEGAL SERVICES - MAR 2024	5,533.12
10	101-12001-52202	LITIGATION	LEGAL SERVICES - MAR 2024	4,800.10

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 05/6/2024
\$1,991,922.15

<i>Item #</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
11	101-12001-53208	OFFICE SUPPLIES	COPY PAPER	31.90
		Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION		11,362.29
Dept 12120 VILLAGE ADMIN HUMAN RESOURCES				
1	101-12120-51655	EMPLOYEE RECOGNITION	EMPLOYEE SERVICE RECOGNITION	457.00
2	101-12120-51655	EMPLOYEE RECOGNITION	EMPL LUNCHEON - WATER, TABLECLOTHES, FRUIT TRAY	29.92
3	101-12120-54303	LEGAL NOTICE/PUBLISHING	JOB POSTINGS	750.00
4	101-12120-54303	LEGAL NOTICE/PUBLISHING	EMPLOYEE RECRUITMENT	399.00
5	101-12120-54303	LEGAL NOTICE/PUBLISHING	JOB ADVERTISEMENT	199.00
6	101-12120-54305	EMPLOYEE EXAMS	EMPLOYEE EXAMS	528.00
		Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES		2,362.92
Dept 13001 FINANCE ADMINISTRATION				
1	101-13001-53208	OFFICE SUPPLIES	TAPE, PADS, PENS, CORRECTION TAPE, NOTES	64.39
2	101-13001-53208	OFFICE SUPPLIES	COPY PAPER	31.90
		Total For Dept 13001 FINANCE ADMINISTRATION		96.29
Dept 17001 TECHNOLOGY ADMINISTRATION				
1	101-17001-52111	OTHER PROFESSIONAL SVCS	RING PROTECT BASIC	49.99
2	101-17001-52111	OTHER PROFESSIONAL SVCS	GOOGLE SERVICE - MAR	37.62
3	101-17001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2024 - MAY	2,095.60
4	101-17001-52111	OTHER PROFESSIONAL SVCS	MS CLOUD SERVICES - MAR	103.43
5	101-17001-52111	OTHER PROFESSIONAL SVCS	PROFESSIONAL SERVICES	800.00
6	101-17001-52118	SOFTWARE MAINTENANCE	SOFTWARE MAINT 5/1/24 TO 5/1/25	14,970.88
7	101-17001-52704	MAINT-EQUIPMENT	REC COPIES - 1/01/24 - 3/31/24	1,146.57
8	101-17001-52704	MAINT-EQUIPMENT	COPIES - NOV/DEC 23 - JAN 24	194.73
9	101-17001-53203	TELEPHONE & DATA SVCS	VH ELEVATOR 540-9255	728.29
10	101-17001-53203	TELEPHONE & DATA SVCS	COMBINED INTERNET - APR/MAY 2024	5,533.80
11	101-17001-53203	TELEPHONE & DATA SVCS	INTERNET - 133 N OLD RAND	117.90
12	101-17001-56601	CAPITAL LEASE	FIRE & CS - COPIER LEASE	119.50
		Total For Dept 17001 TECHNOLOGY ADMINISTRATION		25,898.31

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 05/6/2024
\$1,991,922.15

<i>Item #</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Dept 24001 POLICE ADMINISTRATION				
1	101-24001-51652	TRAINING AND MEETINGS	CHIEFS TRAINING	112.00
2	101-24001-51654	MEMBERSHIPS & SUBSCRIP	ANNUAL DUES 7/1/24-6/30/25	2,375.00
3	101-24001-51655	EMPLOYEE RECOGNITION	RETIREMENT PLAQUE	171.95
4	101-24001-51655	EMPLOYEE RECOGNITION	FLAG BOX	51.70
5	101-24001-52701	MAINT-BLDGS & GROUNDS	CAMERA REPAIR	365.00
6	101-24001-52701	MAINT-BLDGS & GROUNDS	MAILBOX KEYS	3.25
7	101-24001-53203	TELEPHONE & DATA SVCS	CABLE - PD	63.00
8	101-24001-53204	CELL PHONES & PAGERS	CELL PHONES - PD MAR 2024	372.41
9	101-24001-53208	OFFICE SUPPLIES	DESK HEATER	12.74
10	101-24001-53208	OFFICE SUPPLIES	ENVELOPES	46.26
11	101-24001-53209	UNIFORMS	SHIRTS - GAFFNEY	422.05
12	101-24001-53209	UNIFORMS	PANTS - GRUNDER	163.00
13	101-24001-56601	CAPITAL LEASE	BODY CAMERAS	94,083.90
14	101-24001-56601	CAPITAL LEASE	IN-CAR CAMERAS	32,890.44
Total For Dept 24001 POLICE ADMINISTRATION				131,132.70
Dept 24200 POLICE				
1	101-24200-44651	RED LIGHT/LOCAL ORDINANCE FINE	REF CITATION OVERPYMNT 2/8/24	40.00
2	101-24200-45155	LOCKOUT FEE	REF LOCKOUT OVERPYMNT 4/22/24	25.00
Total For Dept 24200 POLICE				65.00
Dept 24210 POLICE OPERATIONS				
1	101-24210-51652	TRAINING AND MEETINGS	REIMB: CAR SEAT RECERTIFICATION	55.00
2	101-24210-51652	TRAINING AND MEETINGS	OFFICER TRAINING - SCARRY	200.00
3	101-24210-51652	TRAINING AND MEETINGS	OFFICER TRAINING - DUDEK	75.00
4	101-24210-52111	OTHER PROFESSIONAL SVCS	STARCOM MONTHLY FEE	2,460.00
5	101-24210-52703	MAINT-VEHICLES	CAR WASHES PD	458.50
6	101-24210-53209	UNIFORMS	VEST EMBROIDERY	30.00
7	101-24210-53209	UNIFORMS	EYEWEAR - DUDEK	2.85
8	101-24210-53209	UNIFORMS	PANTS - MAHANNA	149.40
9	101-24210-53209	UNIFORMS	PANTS - PANIK	213.88

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10	101-24210-53209	UNIFORMS	BELT, PANTS - YOUNG	146.28
11	101-24210-53209	UNIFORMS	REIMB: MAGAZINES	85.36
12	101-24210-53209	UNIFORMS	REIMB: FIREARM	997.67
13	101-24210-53209	UNIFORMS	PARKA, PANTS, SHIRTS - MEDINA	738.32
14	101-24210-53209	UNIFORMS	NEW OFFICER ITEMS - LEWANDOWSKI	1,492.93
15	101-24210-53209	UNIFORMS	HOLSTER, MAG - LEWANDOWSKI	234.60
16	101-24210-53209	UNIFORMS	PANTS, SHIRT, PARKA - LEWANDOWSKI	576.63
17	101-24210-53209	UNIFORMS	NEW OFFICER ITEMS - MEDINA	1,443.32
18	101-24210-53209	UNIFORMS	REIMB: HOLSTER - PARLBERG	214.50
19	101-24210-53209	UNIFORMS	REIMB: HOLSTER - DUDEK	214.50
20	101-24210-53209	UNIFORMS	REIMB: SIGHT	106.87
21	101-24210-53211	OTHER SUPPLIES	REFRIGERATORS	1,362.00
22	101-24210-53211	OTHER SUPPLIES	ENVELOPES	109.90
23	101-24210-53211	OTHER SUPPLIES	LENS WIPES	52.23
24	101-24210-53211	OTHER SUPPLIES	DOOR STOPPERS	48.61
25	101-24210-53211	OTHER SUPPLIES	DOOR STOPPERS	51.61
26	101-24210-53211	OTHER SUPPLIES	AMMUNITION	9,929.40
27	101-24210-54305	EMPLOYEE EXAMS	PSYCHOLOGICAL EXAM	725.00
			Total For Dept 24210 POLICE OPERATIONS	22,174.36
Dept 24230 POLICE CRIME PREVENTION				
1	101-24230-53211	OTHER SUPPLIES	LENS WIPES	34.99
			Total For Dept 24230 POLICE CRIME PREVENTION	34.99
Dept 24240 POLICE INTERGOVERNMENTAL				
1	101-24240-51654	MEMBERSHIPS & SUBSCRIP	ANNUAL DUES 5/1/24 - 4/30/25	4,636.67
2	101-24240-53211	OTHER SUPPLIES	BEAN BAG ROUNDS	2,958.00
3	101-24240-53211	OTHER SUPPLIES	SIMUNITION ROUNDS	262.00
			Total For Dept 24240 POLICE INTERGOVERNMENTAL	7,856.67
Dept 25001 FIRE ADMINISTRATION				
1	101-25001-51654	MEMBERSHIPS & SUBSCRIP	LCFCA DUES - 2024	50.00

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2	101-25001-51654	MEMBERSHIPS & SUBSCRIP	LCFCA DUES - 2024	50.00
3	101-25001-51654	MEMBERSHIPS & SUBSCRIP	LCFCA DUES - 2024	75.00
4	101-25001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2024 - MAY	1,128.40
5	101-25001-52701	MAINT-BLDGS & GROUNDS	PLYMOVENT WORK FOR DOOR #1 REAR VENT	417.00
6	101-25001-52701	MAINT-BLDGS & GROUNDS	GRABBER & BLADDER	393.00
7	101-25001-52701	MAINT-BLDGS & GROUNDS	ELBOW, REDUCING FOR GRABBER	417.00
8	101-25001-52701	MAINT-BLDGS & GROUNDS	BALANCER, 3 METERS, NON LOCKING	585.00
9	101-25001-52701	MAINT-BLDGS & GROUNDS	EMRG REPAIRS - OVERHEAD DOOR #3	1,328.00
10	101-25001-52704	MAINT-EQUIPMENT	COPIES - NOV/DEC 23 - JAN 24	58.17
11	101-25001-53203	TELEPHONE & DATA SVCS	COMBINED INTERNET - APR/MAY 2024	2,766.90
12	101-25001-53204	CELL PHONES & PAGERS	ICLOUD 50BG STORAGE - APR	0.99
13	101-25001-53208	OFFICE SUPPLIES	SHOE POLISH BRUSH SET	28.80
14	101-25001-53208	OFFICE SUPPLIES	PLATES, BOWLS, FLATWARE	10.66
15	101-25001-53208	OFFICE SUPPLIES	HANGING FOLDER, TRAY	10.95
16	101-25001-53208	OFFICE SUPPLIES	LAMINATING POUCHES	18.58
17	101-25001-53209	UNIFORMS	SHOE POLISH BRUSH SET	10.95
18	101-25001-53209	UNIFORMS	SHIRT - HOLDEN	75.00
19	101-25001-53209	UNIFORMS	SHIRT - KINSLEY	75.00
20	101-25001-53209	UNIFORMS	SHIRT - PILGARD	69.00
21	101-25001-53209	UNIFORMS	SHIRT - JOHNSON	79.00
22	101-25001-53209	UNIFORMS	SHIRT - MUNOZ	75.00
23	101-25001-53209	UNIFORMS	SHIRT - LUCAS	75.00
24	101-25001-53209	UNIFORMS	SHIRT - STAPLETON	79.00
25	101-25001-53209	UNIFORMS	SHIRT - HALL	75.00
26	101-25001-53209	UNIFORMS	SHIRT - MICHEHL	75.00
27	101-25001-53209	UNIFORMS	SHIRT - ROTSTEIN	75.00
28	101-25001-53209	UNIFORMS	SHIRT - ROTSTEIN	75.00
29	101-25001-53209	UNIFORMS	SHIRTS - WASCOW	158.00
30	101-25001-53209	UNIFORMS	SHIRT - KRAUS	75.00
31	101-25001-53209	UNIFORMS	TSHIRTS, POLOS, PANTS - REID	494.50
32	101-25001-53209	UNIFORMS	BOOTS, SHIRTS - BROOKS	253.00
33	101-25001-53209	UNIFORMS	PANTS - PENKAVA	79.00

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34	101-25001-53209	UNIFORMS	SHIRTS, CAP - HENRIKSEN	373.00
35	101-25001-53209	UNIFORMS	SHIRTS, PANTS - KEMPF	301.00
36	101-25001-53209	UNIFORMS	SHIRT - CORRAL	75.00
37	101-25001-53209	UNIFORMS	T-SHIRT, PANTS, POLO - SKALSKI	385.00
38	101-25001-53209	UNIFORMS	POLO, T-SHIRTS - SANTOYO	139.00
39	101-25001-53209	UNIFORMS	SHIRT - MURRAY	79.00
40	101-25001-53211	OTHER SUPPLIES	SHOE POLISH BRUSH SET	29.98
41	101-25001-53211	OTHER SUPPLIES	PLATES, BOWLS, FLATWARE	240.42
42	101-25001-53211	OTHER SUPPLIES	MOUSE TRAPS	9.15
43	101-25001-53211	OTHER SUPPLIES	TOWELS, TISSUE, WATER - STA 1	242.58
44	101-25001-53211	OTHER SUPPLIES	SOAP, TISSUE, CLEANER - STA 3	80.82
45	101-25001-53211	OTHER SUPPLIES	CLEANER, DETERGENT, TOWELS, TISSUE - STA 2	254.55
46	101-25001-53211	OTHER SUPPLIES	CLEANER -- STA 2	33.98
47	101-25001-53405	BLDG & GROUND MAINT SUPP	MOP BUCKET FOR AMBULANCE USE	61.98
48	101-25001-53405	BLDG & GROUND MAINT SUPP	US FLAGS FOR STATION FLAG POLE	387.00
49	101-25001-53405	BLDG & GROUND MAINT SUPP	ENCLOSED CORK BULLETIN BOARD	379.71
50	101-25001-56601	CAPITAL LEASE	FIRE & CS - COPIER LEASE	119.50
		Total For Dept 25001 FIRE ADMINISTRATION		12,427.57
		Dept 25310 FIRE EMERGENCY MANAGEMENT		
1	101-25310-53211	OTHER SUPPLIES	FOXTROT LITTERS X10	1,946.18
		Total For Dept 25310 FIRE EMERGENCY MANAGEMENT		1,946.18
		Dept 25320 FIRE FIRE SUPPRESSION		
1	101-25320-51652	TRAINING AND MEETINGS	PER DIEM - FDIC 2024	352.00
2	101-25320-51652	TRAINING AND MEETINGS	DC KELLY-STATION DESIGN CONF.	470.00
3	101-25320-51652	TRAINING AND MEETINGS	PER DIEM - FIREGROUND CO OFFICER ACADEMY	258.00
4	101-25320-51652	TRAINING AND MEETINGS	PER DIEM - ESO CONFERENCE 2024	534.25
5	101-25320-51652	TRAINING AND MEETINGS	PER DIEM - FIREGROUND CO OFFICER ACADEMY	258.00
6	101-25320-51652	TRAINING AND MEETINGS	PER DIEM - ESO CONFERENCE 2024	265.50
7	101-25320-51652	TRAINING AND MEETINGS	PER DIEM - FDIC 2024	352.00
8	101-25320-51652	TRAINING AND MEETINGS	PER DIEM - FDIC 2024	352.00

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9	101-25320-51652	TRAINING AND MEETINGS	REID AIRFAR ESO CONFERENCE	484.48
10	101-25320-51652	TRAINING AND MEETINGS	PER DIEM - FDIC 2024	352.00
11	101-25320-52111	OTHER PROFESSIONAL SVCS	FIRE STARCOM FEES - 2024	1,888.00
12	101-25320-52707	MAINT-OTHER	HIGH PRESSURE AIR TEST KITS	801.81
13	101-25320-53210	SMALL TOOLS & EQUIP	ELKHART BRASS RAM	3,866.19
14	101-25320-53210	SMALL TOOLS & EQUIP	BRUSH TRUCK TOOLS	2,209.32
15	101-25320-53211	OTHER SUPPLIES	LIQUID SMOKE FOR TRAINING	249.98
16	101-25320-53211	OTHER SUPPLIES	3V LITHIUM BATTERIES	17.80
17	101-25320-53211	OTHER SUPPLIES	VEHICLE SAFETY REFLECTIVE STICKERS	32.00
18	101-25320-53211	OTHER SUPPLIES	SOAP, DETERGENT - STA 1	573.58
19	101-25320-55254	MACHINERY & EQUIPMENT	BREATHING AIR SUPPLY LINE	1,035.00
		Total For Dept 25320 FIRE FIRE SUPPRESSION		<u>14,351.91</u>
Dept 25330 FIRE EMS				
1	101-25330-53204	CELL PHONES & PAGERS	CELL PHONE - FEB	59.16
2	101-25330-53204	CELL PHONES & PAGERS	CELL PHONE - MAR	57.57
3	101-25330-53211	OTHER SUPPLIES	OXYGEN RENTAL	94.16
4	101-25330-53211	OTHER SUPPLIES	LIFEPAK CR2 DEFIBRILLATORS (7)	12,852.77
		Total For Dept 25330 FIRE EMS		<u>13,063.66</u>
Dept 25340 FIRE SPECIAL RESCUE				
1	101-25340-51652	TRAINING AND MEETINGS	HAZMAT CONFERENCE - KRAUS	360.00
2	101-25340-53407	EQUIP MAINT PART&SUPPLIE	MUSTANG ICE COMMANDER SUIT	841.50
3	101-25340-55254	MACHINERY & EQUIPMENT	SHOE POLISH BRUSH SET	84.00
4	101-25340-55254	MACHINERY & EQUIPMENT	ICE SAW & CASE	199.99
		Total For Dept 25340 FIRE SPECIAL RESCUE		<u>1,485.49</u>
Dept 25350 FIRE FIRE PREVENTION BUREAU				
1	101-25350-51652	TRAINING AND MEETINGS	REID AIRFAR ESO CONFERENCE	484.48
2	101-25350-51654	MEMBERSHIPS & SUBSCRIP	NFPA SUBSCRIPTION - 5 USERS	592.99
3	101-25350-53211	OTHER SUPPLIES	APPLE IPAD	568.40

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4	101-25350-53211	OTHER SUPPLIES	PUBED/OPEN HOUSE - HELMETS	354.95
		Total For Dept 25350 FIRE FIRE PREVENTION BUREAU		2,000.82
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				
1	101-28001-51652	TRAINING AND MEETINGS	SBOC CONFERENCE - MEYERS	150.00
2	101-28001-52111	OTHER PROFESSIONAL SVCS	PLANNER JOB POSTING	295.00
3	101-28001-52111	OTHER PROFESSIONAL SVCS	LZ COMP PLAN UPDATE LAK23-67	566.25
4	101-28001-52111	OTHER PROFESSIONAL SVCS	PZC PACKET MAILING	16.00
5	101-28001-53204	CELL PHONES & PAGERS	CELL PHONES - WTR/CS/PW - MAR '24	50.65
		Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION		1,077.90
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	101-36001-51652	TRAINING AND MEETINGS	FLAGGER/WORK ZONE TRAINING	315.00
2	101-36001-51652	TRAINING AND MEETINGS	ELECTRIC TRAIN - RYAN, HERNANDEZ	144.00
3	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 04/04	34.68
4	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 04/11	34.68
5	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 4/25	34.68
6	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 04/18	34.68
7	101-36001-52113	ENGR/ARCHITECTURAL	2024 LZ GENERAL ENGINEERING	2,404.00
8	101-36001-52113	ENGR/ARCHITECTURAL	LZ FY2024 GENERAL MAINTENANCE	362.50
9	101-36001-52113	ENGR/ARCHITECTURAL	PUBLIC WORKS BLDG FEASIBILITY AT 505	2,137.00
10	101-36001-52603	LAKE/WATER QUALITY MGMT	2024 LZ MS4 PROGRAM	3,317.00
11	101-36001-52701	MAINT-BLDGS & GROUNDS	FIRE STA #1 PEST CONTROL - APR	75.45
12	101-36001-52701	MAINT-BLDGS & GROUNDS	VILLAGE HALL PEST CONTROL - APR	75.00
13	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 04/04	57.44
14	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 04/11	57.44
15	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 4/25	57.44
16	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 04/18	96.25
17	101-36001-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - APR	5,716.85
18	101-36001-52701	MAINT-BLDGS & GROUNDS	PD ROOF LEAK	1,316.00
19	101-36001-52701	MAINT-BLDGS & GROUNDS	HAZARD TREE REMOVAL	6,300.00
20	101-36001-52701	MAINT-BLDGS & GROUNDS	HAZARD TREE REMOVAL ALPINE LAKE	14,700.00

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21	101-36001-52701	MAINT-BLDGS & GROUNDS	PD ANNUAL INSPECTION	1,375.00
22	101-36001-52701	MAINT-BLDGS & GROUNDS	PW PEST CONTROL - APR	49.00
23	101-36001-52701	MAINT-BLDGS & GROUNDS	PD PEST CONTROL - APR	93.00
24	101-36001-52701	MAINT-BLDGS & GROUNDS	HAZARD REMOVAL ORM	5,135.00
25	101-36001-52704	MAINT-EQUIPMENT	MAINTENANCE OF FIRE EXTINGUISHERS - 505	495.79
26	101-36001-53203	TELEPHONE & DATA SVCS	LOT 42 LIFT ALARM - MAR	30.19
27	101-36001-53204	CELL PHONES & PAGERS	CELL PHONES - WTR/CS/PW - MAR '24	272.65
28	101-36001-53204	CELL PHONES & PAGERS	CELL PHONE - FEB	1.95
29	101-36001-53204	CELL PHONES & PAGERS	CELL PHONE - MAR	2.63
30	101-36001-53208	OFFICE SUPPLIES	PENS, LABELS, TAPE, PAPER, STAPLE REMOVER	306.44
31	101-36001-53209	UNIFORMS	COUPLER	208.96
32	101-36001-53209	UNIFORMS	PPE HAT	9.45
33	101-36001-53209	UNIFORMS	HARD HATS	645.76
34	101-36001-53210	SMALL TOOLS & EQUIP	HOLE SAW	35.94
35	101-36001-53210	SMALL TOOLS & EQUIP	PAINT SPRAY	578.62
36	101-36001-53403	LANDSCAPING SUPPLIES	TOPSOIL #233327, 233331, 233320 4/15	255.00
37	101-36001-53404	RIGHT OF WAY SUPPLIES	MORTAR	53.44
38	101-36001-53404	RIGHT OF WAY SUPPLIES	CONCRETE FORM MATERIALS	953.95
39	101-36001-53405	BLDG & GROUNDS SUPPLIES	BATTERY STORAGE	31.99
40	101-36001-53405	BLDG & GROUNDS SUPPLIES	DECK SCREWS	56.99
41	101-36001-53405	BLDG & GROUNDS SUPPLIES	FILTERS	18.76
42	101-36001-53405	BLDG & GROUNDS SUPPLIES	COUPLER	39.98
43	101-36001-53405	BLDG & GROUNDS SUPPLIES	TRUCK STICKERS	16.99
44	101-36001-53405	BLDG & GROUNDS SUPPLIES	CONTACTOR PINS	60.99
45	101-36001-53405	BLDG & GROUNDS SUPPLIES	BATTERIES	38.98
46	101-36001-53405	BLDG & GROUNDS SUPPLIES	COUPLER	16.52
47	101-36001-53405	BLDG & GROUNDS SUPPLIES	WASHERS	25.73
48	101-36001-53405	BLDG & GROUNDS SUPPLIES	TAPE	3.81
49	101-36001-53405	BLDG & GROUNDS SUPPLIES	351 WASHERS, HEX HEAD SCREWS	120.60
50	101-36001-53405	BLDG & GROUNDS SUPPLIES	TILE	10.57
51	101-36001-53405	BLDG & GROUNDS SUPPLIES	EMERGENCY LIGHT BATTS	171.20

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52	101-36001-53407	EQUIP MAINT PART&SUPPLIE	LOT 42 CONNECTORS	19.79
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		48,405.76
	Dept 36420 PUBLIC WORKS PARK MAINTENANCE			
1	101-36420-52701	MAINT-BLDGS & GROUNDS	BARN/BEV BACKFLOW REPAIR	2,900.00
2	101-36420-52701	MAINT-BLDGS & GROUNDS	BUFFALO CREEK PEST CONTROL - APR	70.20
3	101-36420-52701	MAINT-BLDGS & GROUNDS	PAULUS PK PEST CONTROL - APR	73.05
4	101-36420-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 04/18	125.36
5	101-36420-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - APR	4,837.86
6	101-36420-52702	MAINT-LAWN & LANDSCAPING	FERT AND WEED CONTROL 1	5,000.00
7	101-36420-53201	ELECTRICITY	200 S RAND RD	295.50
8	101-36420-53201	ELECTRICITY	972 MARCH ST	22.22
9	101-36420-53202	NATURAL GAS	125 N OLD RAND RD	42.21
10	101-36420-53210	SMALL TOOLS & EQUIP	PAINT SPRAY	578.62
11	101-36420-53405	BLDG & GROUND MAINT SUPP	PVC FITTING	13.89
12	101-36420-53405	BLDG & GROUND MAINT SUPP	CHALET DRYWALL	34.29
13	101-36420-53405	BLDG & GROUND MAINT SUPP	CHALET DRYWALL	43.17
14	101-36420-53405	BLDG & GROUND MAINT SUPP	COUPLINGS, DISCONNECT TOOL	34.64
15	101-36420-53405	BLDG & GROUND MAINT SUPP	COUPLING, DISCONNECT TOOL	30.89
16	101-36420-53405	BLDG & GROUND MAINT SUPP	PAINT SUPPLIES	60.28
17	101-36420-53405	BLDG & GROUND MAINT SUPP	BENCH MOUNTING HARDWARE	155.03
18	101-36420-53405	BLDG & GROUND MAINT SUPP	CHALET MOUNTING HARDWARE	59.91
		Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE		14,377.12
	Dept 36471 PUBLIC WORKS FLEET SERVICES			
1	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 04/04	34.40
2	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 04/11	44.96
3	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 4/25	34.40
4	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 04/18	34.40
5	101-36471-52111	OTHER PROFESSIONAL SVCS	SAFETY INSPECTIONS	771.00
6	101-36471-52111	OTHER PROFESSIONAL SVCS	SAFETY INSPECTIONS	315.00
7	101-36471-52111	OTHER PROFESSIONAL SVCS	PUMP TEST 212	500.00

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8	101-36471-52703	MAINT-VEHICLES	BREAKER RECHARGE	729.37
9	101-36471-52703	MAINT-VEHICLES	ANNUAL FIRE EXT.MAINT.	1,442.82
10	101-36471-52703	MAINT-VEHICLES	BODY REPAIR 341	2,500.00
11	101-36471-52703	MAINT-VEHICLES	CAR WASHES FD	34.00
12	101-36471-52703	MAINT-VEHICLES	CAR WASHES PW	17.00
13	101-36471-53206	POSTAGE & SHIPPING	PARTS RETURN SHIPPING	14.27
14	101-36471-53209	UNIFORMS	BOOTS NEYFELDT	181.74
15	101-36471-53211	OTHER SUPPLIES	TORCH GAS	239.31
16	101-36471-53211	OTHER SUPPLIES	VINYL MENDER	9.99
17	101-36471-53211	OTHER SUPPLIES	FLOOR SWEEP	50.24
18	101-36471-53211	OTHER SUPPLIES	HARDWARE	450.37
19	101-36471-53211	OTHER SUPPLIES	134A FREON	251.37
20	101-36471-53211	OTHER SUPPLIES	CABLE TIES	50.88
21	101-36471-53406	AUTO PARTS & SUPPLIES	CHARGER MESS. BOARD	50.88
22	101-36471-53406	AUTO PARTS & SUPPLIES	SEAT CUSHION 215	611.47
23	101-36471-53406	AUTO PARTS & SUPPLIES	SEAT CUSHION 215	370.06
24	101-36471-53406	AUTO PARTS & SUPPLIES	DEF HOSE	241.92
25	101-36471-53406	AUTO PARTS & SUPPLIES	FITTINGS	33.27
26	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	36.00
27	101-36471-53406	AUTO PARTS & SUPPLIES	DEF	63.96
28	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(18.00)
29	101-36471-53406	AUTO PARTS & SUPPLIES	BATTERY	296.78
30	101-36471-53406	AUTO PARTS & SUPPLIES	ALARM	34.99
31	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(18.00)
32	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	225.29
33	101-36471-53406	AUTO PARTS & SUPPLIES	BATTERY 105	157.30
34	101-36471-53406	AUTO PARTS & SUPPLIES	TRAILER ADAPTER 270	15.15
35	101-36471-53406	AUTO PARTS & SUPPLIES	DRAIN VALVE	285.05
36	101-36471-53406	AUTO PARTS & SUPPLIES	BULB 246	50.60
37	101-36471-53406	AUTO PARTS & SUPPLIES	WARNING LIGHTS 291	269.93
38	101-36471-53406	AUTO PARTS & SUPPLIES	CONDENSOR 115	227.84
39	101-36471-53406	AUTO PARTS & SUPPLIES	HOSE	42.24

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40	101-36471-53406	AUTO PARTS & SUPPLIES	HOSE	59.26
41	101-36471-53407	EQUIP MAINT PART&SUPPLIE	HITCH PINS	58.20
42	101-36471-53407	EQUIP MAINT PART&SUPPLIE	CHARGER MESS. BOARD	150.66
43	101-36471-53407	EQUIP MAINT PART&SUPPLIE	TRAILER LIGHT CABLE	37.99
44	101-36471-53407	EQUIP MAINT PART&SUPPLIE	HOSE	272.85
45	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SAW PARTS	72.23
46	101-36471-53407	EQUIP MAINT PART&SUPPLIE	PLUGS	105.07
47	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FILTERS	138.89
48	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FILTERS	187.97
49	101-36471-53407	EQUIP MAINT PART&SUPPLIE	AIR FILTERS	67.69
50	101-36471-53407	EQUIP MAINT PART&SUPPLIE	OIL FILTER	24.85
51	101-36471-53407	EQUIP MAINT PART&SUPPLIE	CABLE 410D	206.57
52	101-36471-53407	EQUIP MAINT PART&SUPPLIE	OIL FILTER	29.12
53	101-36471-53414	CHEMICALS	PARTS CLEANER	158.04
54	101-36471-53414	CHEMICALS	INJECTION CLEANER	7.50
55	101-36471-53415	FUELS	DIESEL & FUEL #1826356 4/19/24	9,327.11
56	101-36471-53418	LUBRICANTS & FLUIDS	BAR OIL	34.14
57	101-36471-53418	LUBRICANTS & FLUIDS	RV ANTIFREEZE	47.76
58	101-36471-53418	LUBRICANTS & FLUIDS	DEF	155.88
59	101-36471-53418	LUBRICANTS & FLUIDS	PRIMER OIL	32.58
		Total For Dept 36471 PUBLIC WORKS FLEET SERVICES		21,856.61
	Dept 67001 RECREATION ADMINISTRATION			
1	101-67001-53204	CELL PHONES & PAGERS	CELL PHONE - FEB	3.90
2	101-67001-53204	CELL PHONES & PAGERS	CELL PHONE - MAR	3.06
3	101-67001-53208	OFFICE SUPPLIES	POLKA DOT LANYARDS	79.30
4	101-67001-53208	OFFICE SUPPLIES	RECITAL COSTUME - TUTU	53.95
5	101-67001-53212	PROGRAM SUPPLIES	EXPO GIVE AWAYS - KEYCHAIN	459.90
6	101-67001-53212	PROGRAM SUPPLIES	MEMORIAL BENCHES-HANSON	1,229.32
7	101-67001-53212	PROGRAM SUPPLIES	MEMORIAL BENCHES-SNETSINGER	2,458.64
		Total For Dept 67001 RECREATION ADMINISTRATION		4,288.07

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Dept 67935 RECREATION DANCE				
1	101-67935-52115	RECREATION PROGRAM SERVICE	DANCE MASTER CLASS	500.00
2	101-67935-52115	RECREATION PROGRAM SERVICE	LESSON PLANS	75.00
3	101-67935-52115	RECREATION PROGRAM SERVICE	EMERGENCY TEXT WEATHER	1.00
4	101-67935-53211	OTHER SUPPLIES	MAILING LABELS	39.99
5	101-67935-53211	OTHER SUPPLIES	RECITAL COSTUMES - TIGHTS	2,338.10
6	101-67935-53211	OTHER SUPPLIES	RECITAL COSTUMES - JOGGERS, DRESS	654.30
7	101-67935-53212	PROGRAM SUPPLIES	BANDAIDS	17.78
8	101-67935-53212	PROGRAM SUPPLIES	CREDIT - CABINET DAMAGE	(150.00)
9	101-67935-53212	PROGRAM SUPPLIES	PAINTING ROLLER	23.78
10	101-67935-53212	PROGRAM SUPPLIES	PAPER	239.96
11	101-67935-53213	FUNDRAISING EXPENSES	BLOOM DANCE COMP 2024	10,735.00
12	101-67935-53213	FUNDRAISING EXPENSES	COMPETITION STAFF HOTEL ROOM	712.86
Total For Dept 67935 RECREATION DANCE				15,187.77
Dept 67940 RECREATION PRESCHOOL				
1	101-67940-53212	PROGRAM SUPPLIES	POLKA DOT LANYARDS	11.89
2	101-67940-53212	PROGRAM SUPPLIES	FOAM STICKERS	39.96
3	101-67940-53212	PROGRAM SUPPLIES	MAGIC MIRRORS	24.99
4	101-67940-53212	PROGRAM SUPPLIES	JUMBO TWEEZERS	12.99
5	101-67940-53212	PROGRAM SUPPLIES	BANDAIDS	30.00
6	101-67940-53212	PROGRAM SUPPLIES	BINS	29.99
7	101-67940-53212	PROGRAM SUPPLIES	WASHABLE TEMPERA PAINT, BINS, STICKERS	85.85
8	101-67940-53212	PROGRAM SUPPLIES	MAGNETIC PAINT	11.22
9	101-67940-53212	PROGRAM SUPPLIES	CANDY CANES, TOYS, YARN, CANDY HEARTS, BASKETS, FELT, GOLD COINS	36.10
10	101-67940-53212	PROGRAM SUPPLIES	PICTURES	11.74
Total For Dept 67940 RECREATION PRESCHOOL				294.73
Dept 67945 RECREATION YOUTH PROGRAMS				
1	101-67945-52115	RECREATION PROGRAM SERVICE	MAGIC CLASS - APR	165.00
2	101-67945-52115	RECREATION PROGRAM SERVICE	SPRING I - MUSIC MASTERS	1,710.00
3	101-67945-52115	RECREATION PROGRAM SERVICE	PAINTING PROGRAM 6 PARTICIPANTS	515.67

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4	101-67945-52115	RECREATION PROGRAM SERVICE	COMIC PROGRAM 10 PARTICIPANTS	945.00
			Total For Dept 67945 RECREATION YOUTH PROGRAMS	3,335.67
		Dept 67960 RECREATION CAMPS		
1	101-67960-52115	RECREATION PROGRAM SERVICE	FIELD TRIP DEPOSIT- BOWLERO	352.85
2	101-67960-52115	RECREATION PROGRAM SERVICE	FIELD TRIP DEPOSIT- MYSTIC WATERS	50.00
3	101-67960-52115	RECREATION PROGRAM SERVICE	CAMPDOCS SUBSCRIPTION - MAY	275.00
4	101-67960-52115	RECREATION PROGRAM SERVICE	FIELD TRIP DEPOSIT RAINBOW FALLS	400.00
5	101-67960-52115	RECREATION PROGRAM SERVICE	FIELD TRIP DEPOSIT - WALL CLIMBING	50.00
6	101-67960-52115	RECREATION PROGRAM SERVICE	FIELD TRIP DEPOSIT- ULTIMATE NINJAS	50.00
7	101-67960-53212	PROGRAM SUPPLIES	HIRING BANNER - AQUATICS	101.06
			Total For Dept 67960 RECREATION CAMPS	1,278.91
		Dept 67965 RECREATION ATHLETICS		
1	101-67965-52115	RECREATION PROGRAM SERVICE	WINTER PICKLEBALL FEB/MAR	525.00
			Total For Dept 67965 RECREATION ATHLETICS	525.00
		Dept 67970 RECREATION AQUATICS		
1	101-67970-52115	RECREATION PROGRAM SERVICE	HIRING BANNER - AQUATICS	101.06
			Total For Dept 67970 RECREATION AQUATICS	101.06
		Total For Fund 101 GENERAL		373,761.12
		Fund 202 MOTOR FUEL TAX		
		Dept 36001 PUBLIC WORKS ADMINISTRATION		
1	202-36001-53201	ELECTRICITY	STREETLIGHT ELECTRIC	13,551.68
2	202-36001-53405	BLDG & GROUND MAINT SUPP	ROAD SALT 4/4/24	68,117.80
3	202-36001-55253	INFRASTRUCTURE IMPROVEMT	2024 SIGN PROGRAM	954.10
			Total For Dept 36001 PUBLIC WORKS ADMINISTRATION	82,623.58
		Total For Fund 202 MOTOR FUEL TAX		82,623.58

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Fund 207 SPECIAL EVENTS FUND				
Dept 00000				
1	207-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - APR 2024	2.62
		Total For Dept 00000		2.62
Dept 67603 RECREATION FARMERS MARKET				
1	207-67603-53212	PROGRAM SUPPLIES	MAGNETIC PAINT	17.99
2	207-67603-53212	PROGRAM SUPPLIES	EASTER GLUE	156.92
		Total For Dept 67603 RECREATION FARMERS MARKET		174.91
Dept 67605 RECREATION WINTER FESTIVAL				
1	207-67605-53212	PROGRAM SUPPLIES	MOM 2023 BEVERAGES	805.50
		Total For Dept 67605 RECREATION WINTER FESTIVAL		805.50
Dept 67699 RECREATION MISC SPECIAL EVENTS				
1	207-67699-52115	RECREATION PROGRAM SERV	BANNERS	400.00
2	207-67699-53212	PROGRAM SUPPLIES	BUNNY COSTUME CLEANED	42.00
3	207-67699-53212	PROGRAM SUPPLIES	BANNERS	264.00
4	207-67699-53212	PROGRAM SUPPLIES	FLAGGING TAPE, CELLO BAGS	49.09
5	207-67699-53212	PROGRAM SUPPLIES	MAGIC MIRRORS	226.32
6	207-67699-53212	PROGRAM SUPPLIES	SEEDLINGS FOR ARBOR DAY	178.00
7	207-67699-53212	PROGRAM SUPPLIES	EGG HUNT BANNER	120.00
8	207-67699-53212	PROGRAM SUPPLIES	ARBOR DAY TREE - OAK	390.00
		Total For Dept 67699 RECREATION MISC SPECIAL EVENTS		1,669.41
		Total For Fund 207 SPECIAL EVENTS FUND		2,652.44
Fund 214 TIF #2 DOWNTOWN				
Dept 10490 GENERAL GOVERNMENT TIF				
1	214-10490-52201	VILLAGE ATTORNEY	MAIN ST TIF LEGAL - REAL ESTATE SALE	4,243.50

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2	214-10490-55253	INFRASTRUCTURE IMPROVEMT	MAIN ST DISTRICT INFRASTRUCTURE IMPROVEMENTS	3,045.00
		Total For Dept 10490 GENERAL GOVERNMENT TIF		7,288.50
Total For Fund 214 TIF #2 DOWNTOWN				7,288.50
Fund 218 TIF #4 INDUSTRIAL DISTRICT				
Dept 10490 GENERAL GOVERNMENT TIF				
1	218-10490-52201	VILLAGE ATTORNEY	INDUSTRIAL TIF LEGAL SERVICES	594.00
		Total For Dept 10490 GENERAL GOVERNMENT TIF		594.00
Total For Fund 218 TIF #4 INDUSTRIAL DISTRICT				594.00
Fund 227 DISPATCH CENTER				
Dept 00000				
1	227-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - APR 2024	46.80
		Total For Dept 00000		46.80
Dept 24220 POLICE DISPATCH				
1	227-24220-51651	LICENSING/CERTIFICATIONS	EMD RECERTIFICATION	31.00
2	227-24220-53210	SMALL TOOLS & EQUIP	DESK HEATER	123.75
3	227-24220-53210	SMALL TOOLS & EQUIP	HEADSETS	436.26
		Total For Dept 24220 POLICE DISPATCH		591.01
Total For Fund 227 DISPATCH CENTER				637.81
Fund 401 VILLAGE CAPITAL PROJECTS				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	401-36001-55251	LAND IMPROVEMENTS	SPRING PLANTINGS / MAIN ST. MONUMENT SIGN	432.00
2	401-36001-55251	LAND IMPROVEMENTS	IN GROUND ELECTRIC BOX	466.59
3	401-36001-55251	LAND IMPROVEMENTS	BREEZEWALD ELECTRIC SUPPLIES	15.05
4	401-36001-55251	LAND IMPROVEMENTS	DRAINAGE FITTINGS BREEZEWALD	35.99
5	401-36001-55251	LAND IMPROVEMENTS	BREEZEWALD CONSTRUCTION MATL	755.35

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6	401-36001-55251	LAND IMPROVEMENTS	ROD, COUPLINGS, FITTINGS, WASHERS - BREEZEWALD	67.00
7	401-36001-55251	LAND IMPROVEMENTS	ELECTRICAL SUPPLIES BREEZEWALD	316.50
8	401-36001-55251	LAND IMPROVEMENTS	DRYWALL, JOINT KNIFE, SPONGE - BREEZEWALD	98.82
9	401-36001-55251	LAND IMPROVEMENTS	ELECTRICAL SUPPLIES BREEZEWALD	52.36
10	401-36001-55251	LAND IMPROVEMENTS	DRYWALL SUPPLIES BREEZEWALD	58.22
11	401-36001-55251	LAND IMPROVEMENTS	2024 PARKING LOT, PATH DESIGN AND SURVEY	11,612.00
12	401-36001-55251	LAND IMPROVEMENTS	PROMENADE LANDSCAPING DESIGN, PRELIM ENG, BIDDING	1,941.50
13	401-36001-55251	LAND IMPROVEMENTS	GUTTER DOWNSPOUT BURIAL - BREEZEWALD	157.39
14	401-36001-55251	LAND IMPROVEMENTS	MESSAGE BOARD/SIGNS AT PAULUS PARK	42,450.00
15	401-36001-55251	LAND IMPROVEMENTS	REPLACEMENT TREE	360.00
16	401-36001-55251	LAND IMPROVEMENTS	BREEZEWALD SIDEWALKS	3,184.00
17	401-36001-55251	LAND IMPROVEMENTS	FINAL PAYMENT - DOOR INSTALLS - BREEZEWALD	6,093.13
18	401-36001-55252	BLDG & BLDG IMPROVEMENTS	PW ROOF/WINDOW REPLACEMENT	106,200.00
19	401-36001-55252	BLDG & BLDG IMPROVEMENTS	PW ROOF/WINDOW REPLACEMENT	208,707.90
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				383,003.80
Dept 36470 PUBLIC WORKS STORM WATER CONTROL				
1	401-36470-55253	INFRASTRUCTURE IMPROVEMT	BUFFALO CREEK IMPROVEMENTS - BRISTOL TRAILS PK	12,911.40
2	401-36470-55253	INFRASTRUCTURE IMPROVEMT	LOT 42 CLOUD CONTROL	6,913.00
Total For Dept 36470 PUBLIC WORKS STORM WATER CONTROL				19,824.40
Total For Fund 401 VILLAGE CAPITAL PROJECTS				402,828.20
Fund 405 NHR CAPITAL PROJECTS				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	405-36001-55253	INFRASTRUCTURE IMPROVEMT	IGA MILLER ROAD	10,633.60
2	405-36001-55253	INFRASTRUCTURE IMPROVEMT	2023 LZ ROAD PROGRAM	384.00
3	405-36001-55253	INFRASTRUCTURE IMPROVEMT	2024 LZ ROAD PROGRAM	1,068.00
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				12,085.60
Total For Fund 405 NHR CAPITAL PROJECTS				12,085.60

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Fund 501 WATER & SEWER				
Dept 00000				
1	501-00000-15001	PREPAID EXPENDITURES	SOFTWARE MAINT 5/1/24 TO 5/1/25	997.28
2	501-00000-15001	PREPAID EXPENDITURES	ANNUAL WATER METER PORTAL HOSTING	2,487.67
3	501-00000-21204	LC CONNECTION FEES PAYABLE	LC CONNECTION FEE - 38 BEECH DR	4,030.00
4	501-00000-21205	LC TREATMENT CHARGE PAYABLE	2024 1ST QTR COLLECTIONS	567,824.48
5	501-00000-21206	WATER BILLING REFUNDS	UB REF - A/C #003495-00 FINAL	234.63
6	501-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - APR 2024	50.60
Total For Dept 00000				575,624.66
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	501-36001-51654	MEMBERSHIPS & SUBSCRIP	AWWA MEMB RENEWAL-REUSCH	83.00
2	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 04/04	27.49
3	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 04/11	27.49
4	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 4/25	30.01
5	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 04/18	27.49
6	501-36001-52201	VILLAGE ATTORNEY	LEGAL SERVICES - MAR 2024	614.79
7	501-36001-53203	TELEPHONE & DATA SVCS	ANALOG LINES - APR	161.60
8	501-36001-53203	TELEPHONE & DATA SVCS	SCADA CELLPHONE/MODEM CONNECTION - APR	30.80
9	501-36001-53203	TELEPHONE & DATA SVCS	LOT 42 LIFT ALARM - MAR	271.74
10	501-36001-53204	CELL PHONES & PAGERS	CELL PHONES - WTR/CS/PW - MAR '24	150.43
11	501-36001-53208	OFFICE SUPPLIES	LOT 42 CONNECTORS	38.05
12	501-36001-53209	UNIFORMS	SHIRTS	32.00
13	501-36001-53209	UNIFORMS	SAFETY WORKBOOTS - WINDHAUSER	300.00
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				1,794.89
Dept 36530 PUBLIC WORKS WATER BILLING				
1	501-36530-52111	OTHER PROFESSIONAL SVCS	SOFTWARE MAINT 5/1/24 TO 5/1/25	1,994.72
2	501-36530-52111	OTHER PROFESSIONAL SVCS	ANNUAL WATER METER PORTAL HOSTING	4,975.33
Total For Dept 36530 PUBLIC WORKS WATER BILLING				6,970.05

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Dept 36550 PUBLIC WORKS WATER SERVICE				
1	501-36550-52111	OTHER PROFESSIONAL SVCS	PUBLIC INFO/COMMUNITY ENGAGEMENT CAMPAIGN	15,000.00
2	501-36550-52113	ENGR/ARCHITECTURAL	LZ SUPPLY STUDY ASSESSMENT	8,482.69
3	501-36550-52704	MAINT-EQUIPMENT	SCADA SUPPORT SERVICES	947.60
4	501-36550-52708	MAINT-PUMPS	WELL 12 REPAIRS	32,352.87
5	501-36550-53201	ELECTRICITY	ELECTRICITY-WELLS/WTP'S, SANITARY PUMP/LIFT STATIONS	27,858.52
6	501-36550-53201	ELECTRICITY	ELECTRIC-WELLS/WTP'S, SANITARY PUMP/LIFT STA	35,743.68
7	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #7	383.53
8	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #8	434.41
9	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #9	248.29
10	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #12	248.93
11	501-36550-53210	SMALL TOOLS & EQUIP	WATEROUS/AFC HYDRANT MAIN VALVE (SEAT) WRENCH	2,022.30
12	501-36550-53211	OTHER SUPPLIES	LEAK DETECTION NOTICES	352.52
13	501-36550-53405	BLDG & GROUND MAINT SUPP	ACTUATOR/WELL 8 CHLORINE ROOM DAMPER	312.13
14	501-36550-53407	EQUIP MAINT PART&SUPPLIE	CHLORINE FEED EQUIPMENT	977.00
15	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #8	2,934.54
16	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #9	2,926.32
17	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #10	2,894.81
18	501-36550-53414	CHEMICALS	CHLORINE FOR WATER TREATMENT	3,000.00
19	501-36550-53417	SAND & GRAVEL	GRADE 9 GRAVEL 4/8	2,518.75
20	501-36550-55253	INFRASTRUCTURE IMPROVEMT	2020 RT 22 WM - LA FITNESS TO STARBUCKS	1,976.75
21	501-36550-55253	INFRASTRUCTURE IMPROVEMT	CEDAR CREEK WATER MAIN	1,114.00
22	501-36550-55253	INFRASTRUCTURE IMPROVEMT	RT 22 WATER MAIN SURVEY, DESIGN, BIDDING	1,812.50
23	501-36550-55254	MACHINERY & EQUIPMENT	EXCHANGED ALUMINUM TRENCH BOX SYSTEM PANELS	(6,500.00)
24	501-36550-55256	VEHICLES	HITCH PLATE NEW 431	43.16
25	501-36550-55256	VEHICLES	TOOL BOXES NEW 431	1,879.74
26	501-36550-55256	VEHICLES	HITCH PLATE NEW 431	(100.00)
Total For Dept 36550 PUBLIC WORKS WATER SERVICE				139,865.04
Dept 36560 PUBLIC WORKS SEWER SERVICE				
1	501-36560-52111	OTHER PROFESSIONAL SVCS	2024 PRETREATMENT ASSISTANCE	375.00
2	501-36560-52111	OTHER PROFESSIONAL SVCS	METROCLOUD DATA MONITORING/LIFT STATIONS	540.00

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3	501-36560-53201	ELECTRICITY	ELECTRICITY-WELLS/WTP'S, SANITARY PUMP/LIFT STATIONS	7,084.89
4	501-36560-53201	ELECTRICITY	ELECTRIC-WELLS/WTP'S, SANITARY PUMP/LIFT STA	8,867.79
5	501-36560-53408	LIFT STATION PARTS & SUP	FUSES/BRISTOL TRL LIFT STATION	55.20
6	501-36560-53408	LIFT STATION PARTS & SUP	MOTOR STARTER & OVERLOAD/BRISTOL TRAILS LIFT STATION	404.04
7	501-36560-53412	SEWER SYST REPAIR	SAN MH ADJUSTMENT/CLEARWATER CT	133.00
8	501-36560-55254	MACHINERY & EQUIPMENT	EXCHANGED ALUMINUM TRENCH BOX SYSTEM PANELS	7,100.00
Total For Dept 36560 PUBLIC WORKS SEWER SERVICE				24,559.92
Total For Fund 501 WATER & SEWER				748,814.56
Fund 601 MEDICAL INSURANCE				
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
1	601-10001-52340	MEDICAL ADMIN FEE	FSA PLAN - APR	115.72
2	601-10001-52340	MEDICAL ADMIN FEE	COBRA PLAN - APR	108.80
3	601-10001-52341	HEALTH INS. FIXED COSTS	IPBC INSURANCE COVERAGE - APR	259,679.65
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				259,904.17
Total For Fund 601 MEDICAL INSURANCE				259,904.17
Fund 603 RISK MANAGEMENT				
Dept 00000				
1	603-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - APR	1.62
Total For Dept 00000				1.62
Dept 12125 RISK EVENT MANAGEMENT				
1	603-12125-53212	PROGRAM SUPPLIES	JENGA	42.95
2	603-12125-53212	PROGRAM SUPPLIES	DANCE FLOOR TAPE REPLACEMENT	234.48
3	603-12125-53212	PROGRAM SUPPLIES	CUBBIES, SHELVES	1,010.85
Total For Dept 12125 RISK EVENT MANAGEMENT				1,288.28
Total For Fund 603 RISK MANAGEMENT				1,289.90

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 05/6/2024
\$1,991,922.15

<i>Item #</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 615 EQUIPMENT REPLACEMENT				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	615-36001-55254	MACHINERY & EQUIPMENT	WARNING LIGHTS NEW UTV	468.14
2	615-36001-55254	MACHINERY & EQUIPMENT	WARNING LIGHTS NEW UTV	312.77
3	615-36001-55261	VEHICLES - POLICE	PLATES/TITLE 121	173.00
4	615-36001-55262	VEHICLES - FIRE	FIRE DEPT - MOBILE ROUTER	403.62
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				1,357.53
Total For Fund 615 EQUIPMENT REPLACEMENT				1,357.53
 Fund 710 PERFORMANCE ESCROW				
Dept 00000				
1	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0521 - 307 S RAND RD	510.00
2	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0147 - 340 HIDDEN CREEK	500.00
3	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0052 - 126 POTAWATOMI	500.00
4	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0103 - 1270 THORNDALE LN	500.00
5	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0130 - 810 RED BRIDGE	500.00
6	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0054 - 785 BEECHWOOD DR	500.00
7	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0060 - 1185 SYCAMORE	500.00
8	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0530 - 668 S RAND RD	1,000.00
9	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0008 - 668 S RAND RD	3,300.00
10	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0391 - 1180 THORNDALE	105.00
11	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0102 - 1137 AMHERST	500.00
12	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BOD24-0002 - 1300 ROSE RD	5,400.00
13	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0409 - 1300 ROSE RD	510.00
14	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0081 - 1050 CORMAR DR	300.00
15	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0509 - 54 NATALIE	105.00
16	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0423 - 488 N COUNTRY RID	105.00
17	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0537 - 17 S OLD RAND RD	510.00
18	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0084 - 607 SURRYSE RD	550.00
19	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0037 - 1245 WILLAM DR	500.00
20	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0020 - 910 OLD MILL GROV	500.00

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 05/6/2024
\$1,991,922.15

<i>Item #</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
21	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD22-0677 - 925 S RAND RD	510.00
22	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0279 - 1235 HONEY LAKE	105.00
23	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0112 - 207 PARKWAY AVE	500.00
		Total For Dept 00000		18,010.00
Dept 17001 TECHNOLOGY ADMINISTRATION				
1	710-17001-53214	PEG CABLE EXPENSE	PEG CHANNEL CONFIGURATION FILES	2.99
2	710-17001-53214	PEG CABLE EXPENSE	COMBINED INTERNET - APR/MAY 2024	922.31
3	710-17001-53214	PEG CABLE EXPENSE	MEDIA CREW - APR 2024	75.00
		Total For Dept 17001 TECHNOLOGY ADMINISTRATION		1,000.30
Total For Fund 710 PERFORMANCE ESCROW				19,010.30
Fund 720 PAYROLL CLEARING				
Dept 00000				
1	720-00000-22253	IMRF W/H	PR DEDUCTIONS - FEBRUARY 2024	49,774.31
2	720-00000-22253	IMRF W/H	PR DEDUCTIONS - FEBRUARY 2024	1,684.06
3	720-00000-22253	IMRF W/H	PR DEDUCTIONS - FEBRUARY 2024	177.19
4	720-00000-22253	IMRF W/H	PR DEDUCTIONS - FEBRUARY 2024	452.93
5	720-00000-22253	IMRF W/H	PR DEDUCTIONS - FEBRUARY 2024	579.12
6	720-00000-22253	IMRF W/H	PR DEDUCTIONS - FEBRUARY 2024	315.43
7	720-00000-22301	DENTAL / VISION BENEFITS	VISION INSURANCE - APR	2,192.89
8	720-00000-22301	DENTAL / VISION BENEFITS	DENTAL INSURANCE - APR	12,818.88
9	720-00000-22403	AFLAC PLANS PAYABLE	AFLAC INSURANCE PREMIUM - MAR	8,976.45
10	720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	IPBC INSURANCE COVERAGE - APR 2024	2,103.18
		Total For Dept 00000		79,074.44
Total For Fund 720 PAYROLL CLEARING				79,074.44

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 05/6/2024
\$1,991,922.15

<i>Item #</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund Totals:				
			Fund 101 GENERAL	373,761.12
			Fund 202 MOTOR FUEL TAX	82,623.58
			Fund 207 SPECIAL EVENTS FUND	2,652.44
			Fund 214 TIF #2 DOWNTOWN	7,288.50
			Fund 218 TIF #4 INDUSTRIAL DISTRICT	594.00
			Fund 227 DISPATCH CENTER	637.81
			Fund 401 VILLAGE CAPITAL PROJECTS	402,828.20
			Fund 405 NHR CAPITAL PROJECTS	12,085.60
			Fund 501 WATER & SEWER	748,814.56
			Fund 601 MEDICAL INSURANCE	259,904.17
			Fund 603 RISK MANAGEMENT	1,289.90
			Fund 615 EQUIPMENT REPLACEMENT	1,357.53
			Fund 710 PERFORMANCE ESCROW	19,010.30
			Fund 720 PAYROLL CLEARING	79,074.44
				<u><u>\$ 1,991,922.15</u></u>



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

MEMORANDUM

Date: May 6, 2024

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

CC: Mary Meyer, Building Services Supervisor

Re: Zoning Application for Text Amendments
Miscellaneous Amendments to the Building Code and Zoning Code

AGENDA ITEM

D

Issue: The Village of Lake Zurich (the “*Applicant*”), has filed an application for proposed text amendments to the Lake Zurich Municipal Code. Specifically, the Village is seeking amendments to the following sections of the code:

- Building Code Chapter 8-11-2
- Zoning Code Chapters 9-9-1 and 9-9-2

2014-2019 Strategic Plan: This agenda item is consistent with the following objectives under Goal #2 – Development:

- Update regulations and develop proactive policies which will include revision of the Comprehensive Plan
- Become more business friendly and customer oriented

Background: From time to time, village development staff reviews the codes to ensure that they are updated, accurate, and serve the needs and aspirations of the community. This process ensures their effectiveness and provides the necessary clarity, flexibility and opportunity to properly regulate development in the community.

Analysis: The following are the proposed amendments to sections of the Lake Zurich Zoning and Land Development Codes, and concurrent sections of the Municipal Codes for consistency:

1. *Building Code Section 8-11-2: Storage Sheds:* Amend the maximum size of a shed from 120 square feet to 160 square feet to meet industry standards, while providing for specific limitations on their number, location, materials and use.

Text Amendments – Miscellaneous Amendments to Title 8 and Title 9
May 6, 2024

2. *Zoning Code Section 9-9-1: Accessory Structures and Uses:* Amend the section on the storage of recreational vehicles with particular reference to boats and trailers to clarify the storage of these vehicles on residential and commercial property. The amendments provide for new definitions and regulations for parking and/or storage of such vehicles, including limitations on the location, size, time limits, and ensuring that such vehicles are traditional and customary to the principal business on that zoning lot.
3. *Zoning Code Section 9-9-1 – Outdoor Storage of Firewood:* Add a new section providing for definitions and regulations for the outdoor storage of firewood, and its removal on commercial properties if not specifically related to an approved principal use.
4. *Zoning Code Section 9-9-2 Temporary Uses:* Add a new section providing for the definitions and regulations for “temporary storage containers” on both residential and non-residential zoning districts.

The Planning and Zoning Commission (PZC) held a public hearing on March 20, 2024 and voted unanimously (6-0) in favor of recommending approval of the presented amendments. No additional public comment was provided. The video from the PZC meeting can be accessed via the following link:

<https://play.champds.com/lakezurichil/event/115>

Further detailed analysis, summary and clarification of the proposed amendments are contained with the attached staff report to the PZC.

Recommendation

At their meeting on March 20, 2024, the Planning and Zoning Commission recommended approval of the text amendments.

Staff concurs and therefore requests approval of the attached ordinance amending the provisions of the Lake Zurich Zoning Title 8 and Title 9, with specific attachments based on the following findings. The Amended Codes:

1. Will enhance the effectiveness of the Lake Zurich Municipal Code;
2. Will provide the Village Board with additional clarity, flexibility and opportunity to properly regulate development in the community;
3. Will not negatively affect Lake Zurich’s efforts to promote a positive image; and
4. Will not adversely affect the Village’s ability in enforcing other regulations pertaining to Building, Zoning, Land Development or any other code or ordinance that protects the health, safety and welfare of the community.

Attachments:

- Approval Ordinance including the following exhibits:
 - Exhibit A – Copy of the Public Notice to the Daily Herald Newspaper, March 2, 2024

● Page 2

Text Amendments – Miscellaneous Amendments to Title 8 and Title 9
May 6, 2024

- Exhibit B – March 20, 2024 staff report and Planning and Zoning Commission final recommendation/conditions

● Page 3

ORDINANCE NO. 2024- _____ - _____

AN ORDINANCE AMENDING VARIOUS CHAPTERS TITLES 8, AND 9
OF THE LAKE ZURICH MUNICIPAL CODE
(*Miscellaneous Code Amendments*)

WHEREAS, the Village of Lake Zurich ("Applicant") filed an application on February 29, 2024, seeking to amend certain provisions within Title 8 ("Building Code"), and Title 9 ("Zoning Code") of the Lake Zurich Municipal Code ("Municipal Code"), such provisions set forth in Chapter 11 of said Building Code, and in Chapter 9 of said Zoning Code, ("Application"); and

WHEREAS, in compliance with the law, and the requirements of Title 9 of the Municipal Code, notice was published on March 2, 2024, in the *Daily Herald* newspaper informing the public of a public hearing to be held before the Lake Zurich Planning and Zoning Commission ("PZC") on March 20, 2024, to consider this Application for amendments to the current provisions of Title 8 and Title 9 of the Municipal Code, a copy of said notice attached hereto as **Exhibit A**; and

WHEREAS, the PZC received the STAFF REPORT dated March 24, 2024, consisting of 4 pages, all as set forth in **Exhibit B**, and considered the Application for these amendments to Title 8 and Title 9 of the Municipal Code, and, after the conclusion of the public hearing, the PZC voted to recommend that the Board of Trustees approve such amendments to the existing provisions of the Municipal Code.

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

SECTION 1: ADOPTION AND INCORPORATION OF RECITALS. The foregoing recitals are hereby incorporated into this Ordinance as the findings of the Mayor and Board of Trustees.

SECTION 2: APPROVAL OF AMENDMENTS TO TITLE 8 OF THE LAKE ZURICH MUNICIPAL CODE. The Board of Trustees, pursuant to the authority vested in it under the laws of the State of Illinois and the Lake Zurich Municipal Code, hereby approves the following amendments to Chapter 11 of Title 8 of the Lake Zurich Municipal Code, specifically as follows:

- A. An amendment to Section 8-11-2 entitled "Storage Sheds" of Chapter 11, entitled "Fences, Sheds, Antennas, Swimming Pools," of Title 8 of the Municipal Code by amending the provisions of such Section 8-11-2 to add the provisions shown in bold italics, strikethrough and underscored, to read as set forth below in its entirety:

8-11-2: STORAGE SHEDS:

- A. General Standards: All storage sheds shall be constructed and maintained in compliance with the standards of this title and of the Lake Zurich Zoning Code. For purposes of this section, a storage unit shall not be regulated as a storage shed under this section if no single dimension of such unit exceeds six feet (6') in length and the total square footage of such unit does not exceed eighteen (18) square feet. However, sheds of all sizes shall comply with subsection B of this section.
- B. Prohibited Areas: No storage shed shall be constructed or maintained in any required front yard or corner side yard.
- C. **Limitation On Number: No more than one storage shed shall be constructed on a lot.**
- D. **No shed shall be located less than three (3) feet to any other building or structure. Any wall perpendicular and located within three (3) feet of another structure shall be a minimum of one-hour fire rated construction.**
- E. **Limitation on Use: Storage shed shall be used solely for the storage of material and equipment traditional and customary to a residence. No shed shall be used for the purpose of storing "motor vehicles" as defined in Chapter 24 "Usage and Definitions" of the Lake Zurich Zoning Code.**
- F. **No shed shall be used for habitable purposes.**
- G. **Limitation on Size: No shed shall exceed one hundred and sixty (160) square feet in size or twelve feet (12') in height to the highest point of the shed.**
- H. Construction Standards: Every storage shed shall have adequate support and shall be secured to prevent lateral movement and uplift.
- I. Materials: Every storage shed shall be made of wood frame, masonry, **resin composite** or plastic PVC construction. No storage shed shall be constructed with metal walls, or other lightweight exterior materials **such as fabric or other flexible material. Shed floors shall be constructed using treated wood, concrete or masonry.**

The remaining provisions of Chapter 11 shall remain unchanged in their present form as stated.

SECTION 3: APPROVAL OF AMENDMENTS TO TITLE 9 OF THE LAKE ZURICH MUNICIPAL CODE. The Board of Trustees, pursuant to the authority vested in it under the laws of the State of Illinois and the Lake Zurich Municipal Code, hereby approves the following amendments to Chapter 9 of Title 9 of the Lake Zurich Municipal Code, specifically as follows:

- A. An amendment to Section 9-9-1 entitled "Accessory Structures and Uses" of Chapter 9 entitled "Accessory Uses; Temporary Uses; Home Occupations", of Title 9 of the Municipal Code as depicted below, those provisions shown in bold italics and underscored to be added, to read as set forth below:

9-9-1: ACCESSORY STRUCTURES AND USES:

- A. Authorization: Subject to the limitations of this section, accessory structures and uses are permitted in any zoning district in connection with any principal use lawfully existing within such district.
- B. Definition: An "accessory structure or use" is a structure or use that:
1. Is subordinate in extent and purpose to, and serves, a principal structure or use; and
 2. Is customarily found as an incident to such principal structure or use; and
 3. Contributes to the comfort, convenience, or necessity of those occupying, working at, or being served by such principal structure or use; and
 4. Except as otherwise expressly authorized by the provisions of this Zoning Code, is located on the same zoning lot as such principal structure or use; and
 5. Is under the same ownership and control as such principal structure or use.
- C. Special Regulations Applicable To Particular Accessory Structures And Uses:
1. Storage:
 - a. General Regulations: Except as otherwise expressly permitted by this Zoning Code, outdoor storage shall not be allowed as an accessory use. When so permitted, such storage shall be screened as required in chapter 8, article A of this title.
 - b. Garages: No garage shall exceed seven hundred twenty (720) square feet in gross floor area. No garage shall extend to a height taller than the principal structure to which it is accessory or the otherwise permitted height, whichever is less. Not more than one detached garage shall be permitted on any zoning lot.
 - c. Other Accessory Structures: No accessory storage structure other than a garage shall exceed one hundred twenty (**160**) square feet in gross floor area if it is accessory to a residential use. Nor shall any such structure exceed ten percent (10%) either of the floor area or of the volume of the principal structure if such structure is accessory to any other type of principal structure.
 2. Residential Recreational Facilities: Residential recreational facilities shall be limited to use by the occupants of the principal residential use and their guests and shall not be illuminated by lighting fixtures exceeding fifteen feet (15') in height.
 3. No Accessory Parking In Single-Family Residential Districts: Parking lots shall not be permitted as an accessory use in any single-family residential district.
 4. **Parking Of Vehicles:**

a. Recreational Vehicle Proof Of Ownership: A legal or beneficial owner of, or lessee of the property shall have, and display, or provide to the Village, upon request to authorized Village officials, proof of ownership of a parked, standing or stored boat, trailer or recreation vehicle.

b. Definitions:

MOTOR VEHICLE: Any self-propelled wheeled vehicle designed primarily for transportation of persons or goods along streets, with valid license plates indicating proof of current registration.

OWNER: A person other than a lien holder having a property interest in or title to the specified property. The term includes a person entitled to the use or possession of the specified property, subject to an interest in another person, reserved or created by agreement and securing payment or performance of an obligation.

RECREATIONAL VEHICLE: Every vehicle or boat originally designed for living quarters, recreation, or human habitation and not used as a commercial vehicle, including, but not limited to, the following:

A. Boat: Any vessel used for water travel. A boat mounted on a trailer shall be considered one vehicle.

B. Camper Trailer: A folding or collapsible vehicle without its own motive power, designed as temporary living quarters for travel, camping, recreation or vacation use.

C. Motorized Home: A temporary dwelling designed and constructed for travel, camping, recreational or vacation uses as an integral part of a self-propelled vehicle.

D. Off The Road Vehicle: A vehicle intended principally for recreational use off of roads where State vehicle licenses are required, such as a dune buggy, go-cart, snowmobile, all-terrain vehicle and off-highway motorcycle.

E. Racing Car Or Cycle: A vehicle intended to be used in racing competition, such as a race car, stock car, or racing cycle.

- F. Travel Trailer: A vehicle without its own motive power, designed to be used as a temporary dwelling for travel, camping, recreational, or vacation uses.
- G. Truck Camper: A structure designed primarily to be mounted on a pickup or truck chassis and designed to be used as a temporary dwelling for travel, camping, recreational, or vacation uses. When mounted on a truck, such a structure and the truck shall together be considered one vehicle.
- H. Van: A general term applied to a noncommercial motor vehicle licensed by the State of Illinois as a recreational vehicle.
- I. Vehicle Trailer: A vehicle without its own motive power that is designed to transport another vehicle, such as a boat, motorcycle or snowmobile for recreational or vacation use and that is eligible to be licensed or registered and insured for highway use. A vehicle trailer with another vehicle mounted on it shall be considered one vehicle.

PARKED; MOTOR VEHICLE: The standing of a licensed motor vehicle, regardless of whether the vehicle is occupied, other than when the vehicle is temporarily and actually engaged in loading or unloading merchandise or passengers.

PARKED, RECREATIONAL VEHICLE: The stationary placement of any recreational vehicle as defined in this section for a continuous period in excess of 48 hours.

PARKED, TEMPORARY RECREATONAL VEHICLE: The stationary placement of any recreational vehicle as defined in this section for a continuous period of less than 48 hours.

PARKING AREA: Any land area, not located in a garage, designed and used for the parking of not more than four (4) vehicles.

PARKING AREA, RESIDENTIAL OFF STREET: A parking area serving no more than four (4)residential units with a

maximum of four (4) individual parking spaces including garage spaces per residential unit.

PARKING GARAGE OR STRUCTURE: See definition of garage, parking under Section 9-24-2 "Definitions."

PARKING LOT: Any land area designed or used for the parking, and associated circulation, of more than four (4) vehicles.

PARKING SPACE: A space located within a parking structure, a parking lot, a parking garage, or a residential parking area for leaving one motor vehicle. Parking spaces shall adjoin and have direct vehicular access only from a residential parking area, a circulation aisle, or a driveway.

VEHICLE: Any device for carrying passengers, goods, or equipment including, but not limited to, passenger automobiles, vans, trucks, buses, recreational vehicles, and vehicles used for commercial, business, or governmental purposes.

5. Parking Of Vehicles In All Residential Districts: In any residential district, no vehicle may be parked except in a fully enclosed structure unless that vehicle complies with the standards set forth in this subsection C5.
 - a. Vehicle Restrictions: Except as provided in subsection C5b of this section, no vehicle may be parked in a residential district unless that vehicle meets all of the following standards:
 - (1) Vehicle Classification: The vehicle shall be classified in, and shall have on proper display a sticker reflecting, one of the following current Illinois vehicle registrations or equivalent or an equivalent registration issued by another state:
 - (A) Motorized pedal cycle,
 - (B) Motor driven cycle,
 - (C) Motorcycle,
 - (D) Passenger car,
 - (E) Taxi,
 - (F) Livery,
 - (G) B registration plate,
 - (H) D registration plate,
 - (I) Trailer, or
 - (J) Recreational vehicle.

- (2) Vehicle Weight: The vehicle shall not exceed a gross vehicle weight of ten thousand (10,000) pounds. See subsection **C5b** of this section for exceptions related to certain vehicles.
 - (3) Vehicle Height: No portion or element of the vehicle shall exceed a height of eight feet (8') from the ground to its highest point including, without limitation, any cargo box or other permanently mounted equipment; provided, however, that ladder racks, warning lights, and antennas shall not be included in the measurement of height. Height shall be measured with the vehicle's tires properly inflated. See subsection **C5b** of this section for exceptions related to certain vehicles.
 - (4) Vehicle Length: The vehicle shall not exceed a length of twenty feet (20'). See subsection **C5b** of this section for exceptions related to certain vehicles.
 - (5) Cargo Bed Standards: For every vehicle designed to carry cargo of any kind, the cargo bed shall be fixed, with permanently mounted bed walls. All flatbed trucks, dump trucks, and stake bed trucks shall not be permitted at any time.
 - (6) Restriction On Commercial Identification: Not more than one vehicle with any exterior marking in excess of one square foot in area identifying or advertising a commercial enterprise shall be stored in any parking area on any lot in a residential district, nor shall any such vehicle be stored in any required front or corner side yard. For purposes of this paragraph, the term "storage" shall mean the parking of a vehicle for any continuous twenty-four (24) hour period.
- b. Exceptions: The following vehicles shall not be subject to the restrictions set forth in subsection **C5a** of this section:
- (1) Pickup Trucks And Sports Utility Vehicles: A vehicle commonly known as a pickup truck or sports utility vehicle whose principal use is for conveyance of passengers and which vehicle conforms to all requirements of the Illinois vehicle code shall be exempt from height and length restrictions set forth in subsections **C5a(3)** and **C5a(4)** of this section.
 - (2) Recreational Vehicles Including A Boat: A recreational vehicle including a boat that is less than thirty feet (30') in length, and eight feet (8') in width, and eleven feet (11') in height may be stored anywhere on the lot except in any required front or side yard. A recreational vehicle including a boat that is greater than thirty feet (30') in length, eight feet (8') in width, eleven feet (11') in height may be parked anywhere on a lot during the period from May 1 through October 31 of any year, so long as it is not within any required front or side yard or within five feet (5') of any lot line or any vehicular or pedestrian right of way. A recreational vehicle including a boat must be stored only on an asphaltic or cement pavement surface.

- (3) Oversized Livery Vehicles: An oversized livery vehicle, commonly known as a stretch limousine, that is used or intended to be used for the transportation of persons for hire shall not be subject to the length restrictions set forth in subsection **C5a(4)** of this section.
- (4) Service, Emergency, And Utility Vehicles: The following vehicles shall be exempt from the weight, height and length restrictions set forth in subsections **C5a(2)**, **C5a(3)**, and **C5a(4)** of this section, but only while engaged in their customary business use: garbage trucks, school buses, utility company vehicles, government owned vehicles, emergency vehicles conducting emergency operations, service trucks, landscaping vehicles, vehicles servicing a construction site, delivery trucks, and moving vans (while loading or unloading).
- (5) Temporary Authorizations: A vehicle for which a request of a Lake Zurich resident for parking authorization has been made on the same day, and the Lake Zurich Police Department has authorized the parking of that vehicle. Such authorization shall be for one day only. The number of authorizations from a particular address may not exceed ten (10) in any calendar year.

c. General Parking Restrictions:

- (1) **No person shall store on any residential property owned or occupied by him or her any boat, trailer or recreation vehicle which is not owned by him or her or a member of his or her family residing in said residence.**
- (2) Surface: All vehicles shall be parked on an asphaltic or cement pavement surface.
- (3) Permanent Location Prohibited: No vehicle shall have its wheels removed or be affixed to the ground so as to prevent its ready removal.
- (4) Residential Use Prohibited: No vehicle shall be used for living, sleeping, or housekeeping purposes.
- (5) Utility Hookups: No vehicle shall be connected to any public utility except for required servicing.
- (6) Unsafe Conditions: No vehicle shall be parked so as to create a dangerous or unsafe condition. The ground under or surrounding the location of the parked vehicle shall be free of noxious weeds, debris, and combustible material.
- (7) Parking In Parking Lots: No commercial or recreational vehicle shall be parked or stored in a residential parking lot. No other vehicle shall be stored in a residential parking lot. For purposes of this paragraph, the term "storage" shall mean the parking of a vehicle for any continuous twenty-four (24) hour period. For purposes of this paragraph, the term "commercial vehicle" shall mean any vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial

enterprise, for hire or not for hire, but not including a commuter van, a vehicle used in a ride sharing arrangement when being used for that purpose, or a recreation vehicle not being used commercially.

- (8) Location Of Parking In A Parking Area: No vehicle shall be parked in a parking area located in the required front and side yards unless on a driveway.

6. Parking Of Vehicles In All Commercial Districts. For the purpose of this section, Commercial Districts shall include the Business Districts (B-1, B-2 and B-3 districts), Industrial District (I), Institutional Building (IB) district and the Office Districts (O-1, O-2 and O-3 districts).

- a. **No person shall store on any commercial property owned or occupied by him or her, or a business in which such person has a majority stake in ownership, where such business is lawfully established through an occupancy permit or certificate of occupancy, any boat, trailer or recreation vehicle which is not owned by him or her or a business in which such person has a majority stake in ownership.**
- b. **All Vehicles including Motor Vehicle and Recreational Vehicles that are parked or stored on a commercial property shall be traditional, customary and accessory to the principal use of the property or the occupant of the property.**
- c. **Exceptions:**
- (1) **Outdoor Commercial Storage of Recreational Vehicles shall only accompany the land use of miniwarehouse warehousing and self-storage warehousing and marinas and shall be restricted to the storage of automobiles, recreational vehicles, boats and other similar vehicles as approved by the Development Administrator. Such vehicles must be maintained in good repair and a sightly condition and no vehicles shall be allowed to remain indefinitely or in an abandoned state within the outdoor storage area.**
- (2) **Parking: A recreational vehicle including a boat that is less than thirty feet (30') in length, and eight feet (8') in width, and eleven feet (11') in height may be Parked anywhere on the lot except in any required front, corner side yard or interior side yard. For properties zoned within the B-2 Central Business District, such land areas where recreational vehicles shall not be parked shall include that portion of the property between the building facade facing a street lot line and a line extended from the farthest corner from such**

building façade to the nearest interior lot line; and the building façade facing a side lot line and a line extended from the farthest corner from such building façade to the nearest rear lot line.

- (3) **A recreational vehicle including a boat that is greater than thirty feet (30') in length, eight feet (8') in width, eleven feet (11') in height may only be parked on a lot during the period from May 1 through October 31 of any year, in the manner described in paragraph c.2 of this section.**
- (4) **A recreational vehicle including a boat shall be Parked only on an asphalt or concrete pavement surface.**
- (5) **Oversized Vehicles and Trucks: Oversized vehicles and Trucks shall only be Parked on the commercial property if such vehicles are related to a land use or business activity operating on the premises with the permission of the property owner and authorized by the Village through an occupancy permit or other permit authorizing the parking of such vehicle.**
- (6) **Seasonal Materials, Supplies, And Equipment: All seasonal maintenance materials, supplies, and equipment, including, without limitation, salt or other snow melting material; snow removal equipment; landscaping materials, supplies, and equipment; and plows, blades, heavy trucks, and similar equipment; boat storage racks, shall be stored only within enclosed buildings, within areas entirely outside the view of all public rights-of-way, or in a location approved in writing in advance by the Village Code official.**
- (7) **For properties officially designated a Marina under Chapter 24 "Definitions" of the Zoning Code (Title 9), only vehicles and equipment that are traditionally and customary to the operation of such land use shall be stored on the lake side of such property. All other miscellaneous items shall be stored within an enclosed building, or removed from such property.**

- 7. **Storage Of Inoperable Vehicles:** No vehicle incapable of being driven or used for the purpose or use for which it was designed, other than a vehicle awaiting timely repair at an automotive repair shop, gasoline service station, or new or used car dealer, shall be stored in any parking lot or parking area in the Village.

8. Penalty:

- (1) **General Penalty Applies: The general penalties stated in this Zoning Code shall apply to any violations of any provisions of subsection C5 and C6.**
- (2) **Separate Offenses: A separate violation shall be deemed to have been committed on each day on which a violation occurs or continues. (Ord. 2013-12-944, 1-6-2014)**
- (3) **Payment In Lieu Of Prosecution: Any person to whom a citation has been issued who is no longer in violation may avoid prosecution by making payments to the Village pursuant to title 13, chapter 1, "Fee Schedule", of the Lake Zurich Municipal Code. (Ord. 2013-12-944, 1-6-2014; amd. Ord. 2018-12-279, 12-3-2018).**

- B. An amendment to Section 9-9-1 entitled "Accessory Structures and Uses" of Chapter 9 entitled "Accessory Uses; Temporary Uses; Home Occupations", of Title 9 of the Municipal Code by adding new Subsection 9 entitled "Outdoor Storage of Firewood," under paragraph C entitled "Special Regulations Applicable To Particular Accessory Structures And Uses," for the definitions and regulations for the outdoor storage of firewood, as depicted below, those provisions shown in bold italics and underscored to be added, to read as set forth below:

9. Outdoor Storage of Firewood

1. DEFINITIONS

Firewood is defined as logs or kindling materials, not exceeding 24" in length and suitable for use in a fireplace or other wood-burning appliance. Such wood shall not be considered rubbish where it is stored for residential use under the terms and conditions of this section. The definition of firewood shall not include pressure treated lumber of any type; wood-framing components of any size that exceeds 24" in length, or glue laminated lumber components, such as plywood.

2. LOCATION:

A. Residential Zoning Districts

- (1) **Within Yards: Outdoor storage of firewood in all residential districts is permitted in rear yards or side yards only, not closer than five (5) feet to any lot line and completely outside of utility and drainage easements. No firewood storage is allowed within the front yards or corner side yards; and in areas of the property between the building elevation facing a street and a street lot line.**
- (2) **Within buildings: Firewood may be stored within "garages" or "sheds" in conformance with the requirements outlined within this section.**

B. Non-Residential Zoning Districts

- (1) **Land Use: The outdoor storage of firewood shall only be allowed as an accessory use when expressly associated with a “Retail Trade” land uses related to “Lumber and Other Building Material Dealers (521),” “Retail Nurseries, Lawn And Garden Supply Stores (526),” or Wholesale Trade and Agricultural Services” land uses related to “Landscape and Horticultural Services (078),” where such land uses are authorized by the Village through a Certificate of Occupancy or a Temporary Use Permit.**
- (2) **Within Yards: Outdoor storage of firewood in all non-residential districts shall be located within specific outdoor display areas or enclosures, in rear yards or side yards only and completely outside of utility and drainage easements.**

3. STORAGE AND STACKING REQUIREMENTS:

- A. Generally: Firewood shall be stacked in a neat and orderly fashion with due regard to stability. Stacks of wood shall be elevated at least 4 inches above the ground so as not to block drainage or harbor rodents and animals.**
- B. In Yards: Firewood stacks cannot exceed a maximum of four feet (4') in height, two feet (2') in width, and sixteen feet (16') in length.**
- C. In Garages: Firewood stacks cannot exceed a maximum of four feet (4') in height and two feet (2') in width and shall not extend beyond the outside exterior walls of the garage.**
- D. The temporary storage of logs from trees cut on the premises shall be allowed for up to 30 days, for the purpose of splitting, cutting, stacking or removal from the property.**
- C. An amendment to Section 9-9-2 entitled “Temporary Uses” of Chapter 9 entitled “Accessory Uses; Temporary Uses; Home Occupations”, of Title 9 of the Municipal Code by adding new Subsection 13 entitled “Temporary Storage Containers,” under paragraph D entitled “Permitted Temporary Uses,” for the definitions and regulations for the temporary storage of containers, as depicted below, those provisions shown in bold italics and underscored to be added, to read as set forth below:

13. Temporary Storage Containers

1. **DEFINITIONS: "Temporary storage container" shall mean any temporary, transportable, movable or portable container or pod, which is delivered to and placed outdoors on private property for storage, loading and unloading of household or business items or other tangible personal property. A temporary storage container does not include any of the following:**
 - a. **A debris dumpster or dump trailer related to ongoing construction subject to permits issued under Titles 8, 9 and 10 of the Lake Zurich Municipal Code.**
 - b. **A temporary construction trailer, sales trailer or other trailer subject to a temporary use permit or Development/Annexation Agreement related to construction activity on the premises.**
 - c. **A temporary storage container that is located on property owned or used by a unit of local, state or federal government or a railroad.**
2. **GENERAL LIMITATIONS:**
 - (1) **A temporary storage container shall not be utilized for the purpose of conducting business, selling merchandise or property, dwelling, living, habitation, camping, cooking, or recreation. It is the intent of this Chapter to expressly limit, except as provided herein, the placement and use of any temporary storage container as an accessory building or storage building on residentially and non-residentially zoned land.**
 - (2) **A temporary storage container shall not be used for the storage of construction equipment, building materials, hazardous or flammable substances.**
 - (3) **A temporary storage container shall not be placed on a non-paved surface, unimproved yard, roadway, alley, parkway, other publicly-owned right-of-way, sidewalk, easement for ingress and egress, access lane or aisle, fire access lane, public utility easement, location that obstructs traffic visibility, or other location not specifically identified as acceptable within the provisions of this Section.**
 - (4) **A temporary storage container shall not be placed, maintained or stored in a manner that will or may interfere with Village operations including, but not limited to, snow removal, street cleaning or capital improvements.**
 - (5) **The stacking or placement of any items on top of or around any temporary storage container shall be strictly prohibited.**
3. **RESIDENTIAL ZONING DISTRICTS:**

- a. Maximum Allowable Size: The maximum allowable size for a temporary storage container in a residential zoning district shall be sixteen feet (16') in length, eight feet (8') in width, nine feet (9') in height.
 - b. Placement of Residential Temporary Storage Containers:
 - (1) Residential temporary storage containers on single-family and two-family dwellings shall be placed on an asphalt or concrete driveway or other paved surface identified and approved by the village.
 - (2) Residential temporary storage containers on multiple-family dwellings may be placed upon a parking area or parking lot constructed of a concrete or asphalt surface, provided that the placement of such container does not impede the flow of vehicular or pedestrian traffic, occupy off-street parking spaces required by the Code, or interfere with the normal operation of the permanent use on the property.
 - c. Setbacks: Temporary storage containers shall be located at least five feet from any lot line, a public right-of-way and any public sidewalk.
 - d. Maximum Number Of Containers: The maximum number of temporary storage containers permitted on any property at one time in a residential zoning district shall be one (1). No more than two Temporary Storage Container Permits shall be issued for the same property in any 12-month period.
 - e. Time Period: The maximum time period permitted for temporary storage containers shall be no more than sixty (60) days within a calendar year. The zoning official shall have discretion to grant extensions to said time period.
 - f. Where applicable, placement of temporary storage containers shall be approved by the homeowner's association. In no instance shall the requirements of the association be less restrictive than those contained within this section.
4. Nonresidential Zoning Districts:
- a. Maximum Allowable Size: The maximum allowable size for a temporary storage container in a nonresidential zoning district shall be fifty feet (50') in length, eight feet (8') in width, nine feet (9') in height.
 - b. Placement Of Commercial Storage Containers: Commercial storage containers shall be placed at the side or the rear of the building and shall not be readily visible from a public street whenever possible. Containers shall not be stacked on top of each other, but only be placed directly upon the ground on which they are located.

- c. **Setbacks: Temporary storage containers shall be located at least five feet from any lot line, a public right-of-way and any public sidewalk.**
- d. **Maximum Number Of Containers: The maximum number of temporary storage containers permitted on any property at one time in a commercial zoning district shall be two (2). No more than two Temporary Storage Container Permits shall be issued for the same property in any 12-month period.**
- e. **Time Period: Temporary storage containers may be placed on the premises for the duration of the approved temporary use permit and shall be removed from the property upon expiration of such permit. The zoning official shall have the discretion to extend the time period for removal of temporary storage containers.**
- f. **Temporary Surplus Storage: Temporary surplus merchandise storage associated with a commercial retail enterprise shall be allowed to remain on the premises for the time period allowed in the temporary use permit, and their removal may be extended at the discretion of the zoning official.**
- g. **Where applicable, placement of temporary storage containers shall be approved by the property owner's association. In no instance shall the requirements of the association be less restrictive than those contained within this section.**

The remaining provisions of Chapter 9 shall remain unchanged in their present form as stated.

SECTION 4: FINDINGS AND RECOMMENDATION. The findings and recommendations of the PZC and the STAFF REPORT and other filings provided to the PZC are hereby accepted as the Board's own and shall be made a part of the official record for the Application and are attached hereto as **Exhibit B**.

SECTION 5: SEVERABILITY. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: APPLICABILITY. All properties that are rendered non-conforming with respect to the provisions contained within this ordinance following the passage of such ordinance shall be brought into compliance with the provisions contained within this ordinance within thirty (30) days of the effective date provided in Section 7 of this ordinance.

SECTION 7: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval, as provided by law.

PASSED THIS _____ day of _____, 2024.

Ayes:

Nays:

Absent:

Abstain:

APPROVED this _____ day of _____, 2024.

Mayor
Tom Poynton

ATTEST:

Village Clerk
Kathleen Johnson

Exhibit A

**Copy of the Public Notice to the Daily Herald Newspaper, published on
March 2, 2024**

**VILLAGE OF LAKE ZURICH
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN to all persons that the Village of Lake Zurich Planning & Zoning Commission shall conduct a public hearing on March 20, 2024, at 7:00 P.M. in the Board Room of the Lake Zurich Village Hall, 70 East Main Street, Lake Zurich, Illinois, for the purpose of considering a zoning application filed by the Village requesting various miscellaneous amendments to the text of the Lake Zurich Zoning, Land Development, Building and Property Maintenance Codes as necessary. A copy of the application and the Zoning Code are on file with, and available for public inspection during regular Village business hours at the Lake Zurich Community Development Department.

At said public hearing, the Planning & Zoning Commission shall accept all testimony and evidence pertaining to said application and shall consider any and all possible zoning actions, including granting amendments to the text of the Lake Zurich Municipal Code that may be necessary or convenient to accomplish such actions. All interested persons are invited to attend and be heard.

DATED: February 29, 2024

Orlando Stratman
Chairperson, Planning & Zoning Commission

Published: The Daily Herald, March 2, 2024

Exhibit B

**Staff Report and Findings of the Planning and Zoning Commission
Dated March 20, 2024.**



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

APPLICATION PZC 2024-01
PZC Hearing Date: March 20, 2024

AGENDA ITEM 4.A

STAFF REPORT

To: Chairperson Stratman and Members of the Planning & Zoning Commission
From: Sarosh Saher, Community Development Director
CC: Mary Meyer, Building Services Supervisor
Re: PZC 2024-01 Zoning Application for Amendments to the Lake Zurich Building and Zoning Codes

SUBJECT

The Village of Lake Zurich, (the “Applicant”) requests amendments to the text of the Lake Zurich Building and Zoning Codes for the purpose of clarifying and increasing the effectiveness of the codes. These include various miscellaneous and procedural amendments.

GENERAL INFORMATION

Requested Action: Text Amendments
Applicant: Village of Lake Zurich
Staff Coordinator: Sarosh Saher, Community Development Director

LIST OF EXHIBITS

- A. Development Application and Attachments
- B. Draft Ordinance Language

BACKGROUND

Staff Report
APPLICATION PZC 2024-01

Community Development Department
PZC Hearing Date: March 20, 2024

The Village of Lake Zurich (the “Applicant”), is the Applicant for the proposed text amendment to the Lake Zurich Building and Zoning Codes. Staff offers the following additional information:

- **Courtesy Review.** Due to the miscellaneous nature of the amendments, no courtesy review of the Village Board was requested.
- **Proposed Amendments.** The following is a summary of the language that is proposed to be amended in the various sections of the Lake Zurich Zoning and Land Development Codes:
 1. *Section 8-11-2: Storage Sheds:* Amend the maximum size of a shed from 120 square feet to 160 square feet to meet industry standards.
 2. *Section 9-9-1: Accessory Structures and Uses:* Amend the section on the storage of recreational vehicles with particular reference to boats and trailers to clarify the storage of these vehicles on residential and commercial property.
 3. *Section 9-9-1 – Storage of Firewood:* add a new section providing for definitions and regulations for the Outdoor Storage of Firewood.
 4. *Section 9-9-2 Temporary Uses:* Add a new section providing for the definitions and regulations for “temporary storage container” on both residential and non-residential zoning districts.

GENERAL FINDINGS

Staff of the Community Development Department offers the following findings on the amendments to the sections of the Code.

9-18-3 STANDARDS FOR AMENDMENTS

- A. Standards: Amending the zoning map or the text of the zoning code is a matter committed to the sound legislative discretion of the board of trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied, the board of trustees shall act in what it reasonably believes to be in the best interest of the general public, and may consider, among other factors, the following factors as they may be relevant to a particular application:

1. The consistency of the proposed amendment with the purposes of this zoning code.

Staff Response: Standard met. The proposed are amendments to the text of the Lake Zurich Building and Zoning Codes. Staff has found the proposed

Staff Report
APPLICATION PZC 2024-01

Community Development Department
PZC Hearing Date: March 20, 2024

amendments will enhance the purposes of the zoning and land development codes as they relate to the proper definition and interpretation of the codes.

- 2. The community need for the proposed amendment and for the uses and development it would allow.

Staff Response: Standard met. The amendments to the code are part of routine review and amendment to the codes to enhance their effectiveness.

- 3. If a specific parcel of property is the subject of the proposed amendment, then the following factors:

Staff Response: Not Applicable. The text amendments do not pertain to any specific property, rather they are applicable to all property within the community.

RECOMMENDATION

The recommendation of the Planning and Zoning Commission should be based on the standards included in the following Sections of the Lake Zurich Municipal Code:

- Section 9-18-3: Standards for Amendments

Based on the review of staff, the standards for approval have been met and therefore staff recommends that the Planning and Zoning Commission make these standards a part of the official record of the Application.

Staff of the Community Development Department therefore recommends the approval of Application PZC 2024-01. Staff further finds that the amended Lake Zurich Building and Zoning Codes:

- 1. Will enhance the effectiveness of the Lake Zurich Municipal Code;
- 2. Will provide the Village Board with additional clarity, flexibility and opportunity to properly regulate development in the community;
- 3. Will not negatively affect Lake Zurich’s efforts to promote a positive image; and
- 4. Will not adversely affect the Village’s ability in enforcing other regulations pertaining to Building, Zoning, Land Development or any other code or ordinance that protects the health, safety and welfare of the community.

Respectfully Submitted,

Sarosh Saher,
Community Development Director

Staff Report
APPLICATION PZC 2024-01

Community Development Department
PZC Hearing Date: March 20, 2024

LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS

MISCELLANEOUS AND PROCEDURAL AMENDMENTS TO THE
LAKE ZURICH BUILDING AND ZONING CODES
March 20, 2024

The Planning & Zoning Commission recommends approval of Application PZC 2024-01, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **March 20, 2024** for this Application for the following reasons:

1. Will enhance the effectiveness of the Lake Zurich Municipal Code;
2. Will provide the Village Board with additional clarity, flexibility and opportunity to properly regulate development in the community;
3. Will not negatively affect Lake Zurich’s efforts to promote a positive image; and
4. Will not adversely affect the Village’s ability in enforcing other regulations pertaining to Building, Zoning, Land Development or any other code or ordinance that protects the health, safety and welfare of the community.

- Without any further additions, changes, modifications and/or approval conditions.
- With the following additions, changes, modifications and/or approval conditions:

Planning & Zoning Commission Chairman



ANNEXATION AND ZONING APPLICATION

Community Development Department
505 Telser Rd.
Lake Zurich, IL 60047
Phone: (847) 540-1696
Fax: (847) 540-1769

(Please Type or Print)

- 1. Address of Subject Property: N/A
- 2. Please attach complete legal description
- 3. Property Identification number(s): N/A
- 4. Owner of record is: N/A Phone: _____
E-Mail _____ Address: _____
- 5. Applicant is (if different from owner): Village of Lake Zurich Phone: 847-540-1696
E-Mail _____ Address: 70 E Main Street
- 6. Applicant's interest in the property (owner, agent, realtor, etc.): N/A
- 7. All existing uses and improvements on the property are: N/A
- 8. The proposed uses on the property are: N/A
- 9. List any covenants, conditions, or restrictions concerning the use, type of improvements, setbacks, area, or height requirements placed on the Subject Property and now of record and the date of expiration of said restrictions:
N/A
- 10. Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property:
N/A
- 11. For applications requiring a public hearing, please attach a list which contains the PIN, owner, and owner's mailing address of all properties located within 250 feet (excluding all Public Right-of-Ways) of the Subject Property.

THE APPLICANT'S SIGNATURE BELOW INDICATES THE INFORMATION CONTAINED IN THIS APPLICATION AND ON ANY ACCOMPANYING DOCUMENTS IS TRUE AND CORRECT. THE APPLICANT ALSO ACKNOWLEDGES IF THE CONSULTANT EXPENSES EXCEED THE INITIAL ESCROW DEPOSIT, THE APPLICANT WILL REIMBURSE THE ACCOUNT IMMEDIATELY.

Sarosh Saher
(Name of applicant)

(Signature of applicant)

Subscribed and sworn to before me this 29th day of February, 2023.

(Notary Public)



My Commission Expires 6/30/24

(Name of Owner, if different)

(Signature of Owner, if different)

Subscribed and sworn to before me this _____ day of _____, 2023.

(Notary Public)

My Commission Expires _____

Please indicate what form of zoning relief your application requires. For assistance, please contact Staff:

- Zoning Code **Map** Amendment to change zoning of Subject Property from ____ to ____
- Zoning Code **Text** Amendment to amend the following section(s) of the Zoning Code _____

(See Section 18-103 of the Lake Zurich Zoning Code for specific standards. If a specific parcel is the subject of this amendment, then provide the additional information listed in Section 18-103C.)

- Special Use Permit/Amendment for _____
(See Section 19-103 of the Lake Zurich Zoning Code for specific standards.)

- Planned Unit Development/Major Adjustment/Amendment

(Planned Unit Developments are a distinct category of special use and are intended to create a more desirable environment than through strict application of the zoning and subdivision regulations. See Section 22-105 of the Lake Zurich Zoning Code for specific standards. Please list all the 'modifications' requested in the cover letter.)

- Variation for _____

(See Section 17-104 of the Lake Zurich Zoning Code for specific standards. Please indicate what your specific hardships are in the cover letter.)

- Modification to the Land Development Code (includes retaining walls more than 2 feet in height)
(See Section 10-6-18 of the Land Development Code for specific standards.)

- Preliminary Plat of Subdivision

- Final Plat of Subdivision or Amendment to Plat of Subdivision
(See Sections 10-5-2 and 10-5-9 of the Land Development Code for specific standards.)

- Site Plan Approval/Major Adjustment/Amendment
(See Section 20-103 of the Lake Zurich Zoning Code for specific standards.)

- Exterior Appearance Approval or Amendment
(See Section 21-103 of the Lake Zurich Zoning Code for specific standards.)

APPLICATION TO ANNEX CERTAIN TERRITORY

All land annexed to the Village is classified automatically after such annexation in the R-1\2 Single Family Residential District. The owner must file an application for a Zoning Map amendment if he or she desires a different zoning classification for the Subject Property.

- Petition to Annex Certain Territory (Please complete attached petition)
- Application to Annex Certain Territory

COMPREHENSIVE PLAN APPLICATION

- Comprehensive Plan **Map** Amendment for _____

- Comprehensive Plan **Text** Amendment for _____

**Village of Lake Zurich
Proposed Text Amendment**

Amendments to Title 8, Title 9, Title 10 and Title 13 of the Lake Zurich Municipal Code

Proposal: Various miscellaneous and procedural amendments to the text of the zoning, land development, Building and Property Maintenance codes to enhance its effectiveness.

The Village of Lake Zurich (the “Applicant”), is the Applicant for the proposed text amendment to the Lake Zurich Zoning Code.

Submitted by:



Sarosh Saher, Community Development Director
Village of Lake Zurich
505 Telsler Road
Lake Zurich, IL 60047

Dated: February 29, 2024

"Storage Sheds" definitions and regulations

8-11-2: STORAGE SHEDS:

- A. General Standards: All storage sheds shall be constructed and maintained in compliance with the standards of this title and of the Lake Zurich Zoning Code. For purposes of this section, a storage unit shall not be regulated as a storage shed under this section if no single dimension of such unit exceeds six feet (6') in length and the total square footage of such unit does not exceed eighteen (18) square feet. However, sheds of all sizes shall comply with subsection B of this section.
- B. Prohibited Areas: No storage shed shall be constructed or maintained in any required front yard or corner side yard.
- C. ~~Limitation On Number: No more than one storage shed shall be constructed on a lot.~~
- D. ~~No shed shall be located less than three (3) feet to any other building or structure. Any wall perpendicular and located within three (3) feet of another structure shall be a minimum of one-hour fire rated construction.~~
- E. ~~Limitation on Use: Storage shed shall be used solely for the storage of material and equipment traditional and customary to a residence. No shed shall be used for the purpose of storing "motor vehicles" as defined in Chapter 24 "Usage and Definitions" of the Lake Zurich Zoning Code.~~
- F. ~~No shed shall be used for habitable purposes.~~
- G. ~~Limitation on Size: No shed shall exceed one hundred and sixty (160) square feet in size or twelve feet (12') in height to the highest point of the shed.~~
- H. Construction Standards: Every storage shed shall have adequate support and shall be secured to prevent lateral movement and uplift.
- I. Materials: Every storage shed shall be made of wood frame, masonry, ~~resin composite~~ or plastic PVC construction. No storage shed shall be constructed with metal walls, or other lightweight exterior materials ~~such as fabric or other flexible material~~. ~~Shed floors shall be constructed using treated wood, concrete or masonry.~~

Deleted: Limitation On Number: No more than one storage shed shall be constructed on a lot

Deleted: , which shed shall not

Deleted: ten feet by twelve feet (10' x 12') (or 120

Deleted:)

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Storage of vehicles

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9-9-1: ACCESSORY STRUCTURES AND USES:

- A. Authorization: Subject to the limitations of this section, accessory structures and uses are permitted in any zoning district in connection with any principal use lawfully existing within such district.
- B. Definition: An "accessory structure or use" is a structure or use that:
 - 1. Is subordinate in extent and purpose to, and serves, a principal structure or use; and
 - 2. Is customarily found as an incident to such principal structure or use; and
 - 3. Contributes to the comfort, convenience, or necessity of those occupying, working at, or being served by such principal structure or use; and
 - 4. Except as otherwise expressly authorized by the provisions of this Zoning Code, is located on the same zoning lot as such principal structure or use; and
 - 5. Is under the same ownership and control as such principal structure or use.

C. Special Regulations Applicable To Particular Accessory Structures And Uses:

- 1. Storage:
 - a. General Regulations: Except as otherwise expressly permitted by this Zoning Code, outdoor storage shall not be allowed as an accessory use. When so permitted, such storage shall be screened as required in chapter 8, article A of this title.
 - b. Garages: No garage shall exceed seven hundred twenty (720) square feet in gross floor area. No garage shall extend to a height taller than the principal structure to which it is accessory or the otherwise permitted height, whichever is less. Not more than one detached garage shall be permitted on any zoning lot.
 - c. Other Accessory Structures: No accessory storage structure other than a garage shall exceed one hundred twenty (160) square feet in gross floor area if it is accessory to a residential use. Nor shall any such structure exceed ten percent (10%) either of the floor area or of the volume of the principal structure if such structure is accessory to any other type of principal structure.
 - d. Seasonal Materials, Supplies, And Equipment: All seasonal maintenance materials, supplies, and equipment, including, without limitation, salt or other snow melting material; snow removal equipment; landscaping materials, supplies, and equipment; and plows, blades, heavy trucks, and similar equipment, shall be stored only in areas entirely outside the view of all public rights-of-way or in a location approved in writing in advance by the Director of Building and Zoning.

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2. Residential Recreational Facilities: Residential recreational facilities shall be limited to use by the occupants of the principal residential use and their guests and shall not be illuminated by lighting fixtures exceeding fifteen feet (15') in height.

3. No Accessory Parking In Single-Family Residential Districts: Parking lots shall not be permitted as an accessory use in any single-family residential district.

4. Parking Of Vehicles:

a. Recreational Vehicle Proof Of Ownership: A legal or beneficial owner of, or lessee of the property shall have, and display upon request to authorized Village officials, proof of ownership of a parked, standing or stored boat, trailer or recreation vehicle.

b. Definitions:

MOTOR VEHICLE: Any self-propelled wheeled vehicle designed primarily for transportation of persons or goods along streets, with valid license plates indicating proof of current registration.

OWNER: A person other than a lien holder having a property interest in or title to the specified property. The term includes a person entitled to the use or possession of the specified property, subject to an interest in another person, reserved or created by agreement and securing payment or performance of an obligation.

RECREATIONAL VEHICLE: Every vehicle or boat originally designed for living quarters, recreation, or human habitation and not used as a commercial vehicle, including, but not limited to, the following:

A. Boat: Any vessel used for water travel. A boat mounted on a trailer shall be considered one vehicle.

B. Camper Trailer: A folding or collapsible vehicle without its own motive power, designed as temporary living quarters for travel, camping, recreation or vacation use.

C. Motorized Home: A temporary dwelling designed and constructed for travel, camping, recreational or vacation uses as an integral part of a self-propelled vehicle.

D. Off The Road Vehicle: A vehicle intended principally for recreational use off of roads where State vehicle licenses are required, such as a dune buggy, go-cart, or snowmobile.

E. Racing Car Or Cycle: A vehicle intended to be used in racing competition, such as a race car, stock car, or racing cycle.

F. Travel Trailer: A vehicle without its own motive power, designed to be used as a temporary dwelling for travel, camping, recreational, or vacation uses.

G. Truck Camper: A structure designed primarily to be mounted on a pickup or truck chassis and designed to be used as a temporary dwelling for travel, camping, recreational, or vacation uses. When mounted on a truck, such a structure and the truck shall together be considered one vehicle.

H. Van: A general term applied to a noncommercial motor vehicle licensed by the State of Illinois as a recreational vehicle.

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Deleted: For purposes of this subsection C4, "parked" shall mean the standing of a vehicle, regardless of whether the vehicle is occupied, other than when the vehicle is temporarily and actually engaged in loading or unloading merchandise or passengers.¶

1. Vehicle Trailer: A vehicle without its own motive power that is designed to transport another vehicle, such as a boat, motorcycle or snowmobile for recreational or vacation use and that is eligible to be licensed or registered and insured for highway use. A vehicle trailer with another vehicle mounted on it shall be considered one vehicle.

PARKED, MOTOR VEHICLE: The standing of a licensed motor vehicle, regardless of whether the vehicle is occupied, other than when the vehicle is temporarily and actually engaged in loading or unloading merchandise or passengers.

PARKED, RECREATIONAL VEHICLE: The stationary placement of any recreational vehicle as defined in this section for a continuous period in excess of 48 hours.

PARKED, TEMPORARY RECREATONAL VEHICLE: The stationary placement of any recreational vehicle as defined in this section for a continuous period of less than 48 hours.

PARKING AREA: Any land area, not located in a garage, designed and used for the parking of not more than four (4) vehicles.

PARKING AREA, RESIDENTIAL OFF STREET: A parking area serving no more than four (4) residential units with a maximum of four (4) individual parking spaces including garage spaces per residential unit.

PARKING GARAGE OR STRUCTURE: See definition of garage, parking under Section 9-24-2 "Definitions."

PARKING LOT: Any land area designed or used for the parking, and associated circulation, of more than four (4) vehicles.

PARKING SPACE: A space located within a parking structure, a parking lot, a parking garage, or a residential parking area for leaving one motor vehicle. Parking spaces shall adjoin and have direct vehicular access only from a residential parking area, a circulation aisle, or a driveway.

VEHICLE: Any device for carrying passengers, goods, or equipment including, but not limited to, passenger automobiles, vans, trucks, buses, recreational vehicles, and vehicles used for commercial, business, or governmental purposes.

5. Parking Of Vehicles In All Residential Districts: In any residential district, no vehicle may be parked except in a fully enclosed structure unless that vehicle complies with the standards set forth in this subsection C5.

a. Vehicle Restrictions: Except as provided in subsection C5b of this section, no vehicle may be parked in a residential district unless that vehicle meets all of the following standards:

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(1) Vehicle Classification: The vehicle shall be classified in, and shall have on proper display a sticker reflecting, one of the following current Illinois vehicle registrations or equivalent or an equivalent registration issued by another state:

- A. Motorized pedal cycle,
- B. Motor driven cycle,
- C. Motorcycle,
- D. Passenger car,
- E. Taxi,
- F. Livery,
- G. B registration plate,
- H. D registration plate,
- I. Trailer, or
- J. Recreational vehicle.

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(2) Vehicle Weight: The vehicle shall not exceed a gross vehicle weight of ten thousand (10,000) pounds. See subsection C5b of this section for exceptions related to certain vehicles.

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(3) Vehicle Height: No portion or element of the vehicle shall exceed a height of eight feet (8') from the ground to its highest point including, without limitation, any cargo box or other permanently mounted equipment; provided, however, that ladder racks, warning lights, and antennas shall not be included in the measurement of height. Height shall be measured with the vehicle's tires properly inflated. See subsection C5b of this section for exceptions related to certain vehicles.

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(4) Vehicle Length: The vehicle shall not exceed a length of twenty feet (20'). See subsection C5b of this section for exceptions related to certain vehicles.

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(5) Cargo Bed Standards: For every vehicle designed to carry cargo of any kind, the cargo bed shall be fixed, with permanently mounted bed walls. All flatbed trucks, dump trucks, and stake bed trucks shall not be permitted at any time.

(6) Restriction On Commercial Identification: Not more than one vehicle with any exterior marking in excess of one square foot in area identifying or advertising a commercial enterprise shall be stored in any parking area on any lot in a residential district, nor shall any such vehicle be stored in any required front or corner side yard. For purposes of this paragraph, the term "storage" shall mean the parking of a vehicle for any continuous twenty-four (24) hour period.

b. Exceptions: The following vehicles shall not be subject to the restrictions set forth in subsection C5a of this section:

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(1) Pickup Trucks And Sports Utility Vehicles: A vehicle commonly known as a pickup truck or sports utility vehicle whose principal use is for conveyance of passengers and which vehicle conforms to all requirements of the Illinois vehicle code shall be exempt from height and length restrictions set forth in subsections C5a(3) and C5a(4) of this section.

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(2) Recreational Vehicles Including A Boat: A recreational vehicle including a boat that is less than thirty feet (30') in length, and eight feet (8') in width, and eleven feet (11') in height may be stored anywhere on the lot except in any required front or side yard. A recreational vehicle including a boat that is greater than thirty feet (30') in length, eight feet (8') in width, eleven feet (11') in height may be parked anywhere on a lot during the period from May 1 through October 31 of any year, so long as it is not within any required front or side yard or within five feet (5') of any lot line or

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any vehicular or pedestrian right of way. A recreational vehicle including a boat must be stored only on an asphaltic or cement pavement surface.

(3) No person shall store on any property owned or occupied by him or her any boat, trailer or recreation vehicle which is not owned by him or her or a member of his or her (take out family) residing in said residence.

(4) Oversized Livery Vehicles: An oversized livery vehicle, commonly known as a stretch limousine, that is used or intended to be used for the transportation of persons for hire shall not be subject to the length restrictions set forth in subsection C5a(4) of this section.

(5) Service, Emergency, And Utility Vehicles: The following vehicles shall be exempt from the weight, height and length restrictions set forth in subsections C5a(2), C5a(3), and C5a(4) of this section, but only while engaged in their customary business use: garbage trucks, school buses, utility company vehicles, government owned vehicles, emergency vehicles conducting emergency operations, service trucks, landscaping vehicles, vehicles servicing a construction site, delivery trucks, and moving vans (while loading or unloading).

(6) Temporary Authorizations: A vehicle for which a request of a Lake Zurich resident for parking authorization has been made on the same day, and the Lake Zurich Police Department has authorized the parking of that vehicle. Such authorization shall be for one day only. The number of authorizations from a particular address may not exceed ten (10) in any calendar year.

c. General Parking Restrictions:

(1) Surface: All vehicles shall be parked on an asphaltic or cement pavement surface.

(2) Permanent Location Prohibited: No vehicle shall have its wheels removed or be affixed to the ground so as to prevent its ready removal.

(3) Residential Use Prohibited: No vehicle shall be used for living, sleeping, or housekeeping purposes.

(4) Utility Hookups: No vehicle shall be connected to any public utility except for required servicing.

(5) Unsafe Conditions: No vehicle shall be parked so as to create a dangerous or unsafe condition. The ground under or surrounding the location of the parked vehicle shall be free of noxious weeds, debris, and combustible material.

(6) Parking In Parking Lots: No commercial or recreational vehicle shall be parked or stored in a residential parking lot. No other vehicle shall be stored in a residential parking lot. For purposes of this paragraph, the term "storage" shall mean the parking of a vehicle for any continuous twenty-four (24) hour period. For purposes of this paragraph, the term "commercial vehicle" shall mean any vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, for hire or not for hire, but not including a commuter van, a vehicle used in a ride sharing arrangement when being used for that purpose, or a recreation vehicle not being used commercially.

(7) Location Of Parking In A Parking Area: No vehicle shall be parked in a parking area located in the required front and side yards unless on a driveway.

6. Parking Of Vehicles In All Commercial Districts. For the purpose of this section, Commercial Districts shall include the Business Districts (B-1, B-2 and B-3 districts), Industrial District (I), Institutional Building (IB) district and the Office Districts (O-1, O-2 and O-3 districts).

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General Penalty Applies: The general penalties stated in this Zoning Code shall apply to any violations of any provisions of this subsection C4.¶
Separate Offenses: A separate violation shall be deemed to have been committed on each day on which a violation occurs or continues. (Ord. 2013-12-944, 1-6-2014)¶
Payment In Lieu Of Prosecution: Any person to whom a citation has been issued who is no longer in violation may avoid prosecution by making payments to the Village pursuant to title 13, chapter 1, "Fee Schedule", of the Lake Zurich Municipal Code. (Ord. 2013-12-944, 1-6-2014; amd. Ord. 2018-12-279, 12-3-2018)¶

a. No person shall store on any property owned or occupied by him or her any boat, trailer or recreation vehicle which is not owned by him or her or a business in which such person has a majority stake in ownership.

b. All Vehicles including Motor Vehicle and Recreational Vehicles that are parked or stored on a commercial property shall be traditional and customary to the principal use of the property or the occupant of the property.

c. Vehicle Restrictions:

(1) Outdoor Commercial Storage of Recreational Vehicles shall only accompany the land use of miniwarehouse warehousing and self-storage warehousing, and be restricted to the storage of automobiles, recreational vehicles, boats and other similar vehicles as approved by the Development Administrator. Such vehicles must be maintained in good repair and a sightly condition and no vehicles shall be allowed to remain indefinitely or in an abandoned state within the storage area

(2) Parking: A recreational vehicle including a boat that is less than thirty feet (30') in length, and eight feet (8') in width, and eleven feet (11') in height may be Parked anywhere on the lot except in any required front or side yard. A recreational vehicle including a boat that is greater than thirty feet (30') in length, eight feet (8') in width, eleven feet (11') in height may be parked anywhere on a lot during the period from May 1 through October 31 of any year, so long as it is not within any required front or side yard or within five feet (5') of any lot line or any vehicular or pedestrian right of way. A recreational vehicle including a boat shall be Parked only on an asphalt or concrete pavement surface.

(3) Oversized Vehicles and Trucks: Oversized vehicles and Trucks shall only be Parked on the commercial property if such vehicles are related to a land use or business activity operating on the premises with the permission of the property owner and authorized by the Village through an occupancy permit.

7. Storage Of Inoperable Vehicles: No vehicle incapable of being driven or used for the purpose or use for which it was designed, other than a vehicle awaiting timely repair at an automotive repair shop, gasoline service station, or new or used car dealer, shall be stored in any parking lot or parking area in the Village.

8. Penalty:

(1) General Penalty Applies: The general penalties stated in this Zoning Code shall apply to any violations of any provisions of subsection C5 and C6.

(2) Separate Offenses: A separate violation shall be deemed to have been committed on each day on which a violation occurs or continues. (Ord. 2013-12-944, 1-6-2014)

(3) Payment In Lieu Of Prosecution: Any person to whom a citation has been issued who is no longer in violation may avoid prosecution by making payments to the Village pursuant to title 13, chapter 1, "Fee Schedule", of the Lake Zurich Municipal Code. (Ord. 2013-12-944, 1-6-2014; amd. Ord. 2018-12-279, 12-3-2018)

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Outdoor storage of firewood

Section 9-9-1 – add a new section providing for definitions and regulations for the Outdoor Storage of Firewood.

DEFINITIONS

Firewood is defined as logs or kindling materials, not exceeding 24” in length and suitable for use in a fireplace or other wood-burning appliance. Such wood shall not be considered rubbish where it is stored for residential use under the terms and conditions of this section. The definition of firewood shall not include pressure treated lumber of any type; wood-framing components of any size that exceeds 24” in length, or glue laminated lumber components, such as plywood.

LOCATION:

A. Residential Zoning Districts

- (1) Within Yards: Outdoor storage of firewood in all residential districts is permitted in rear yards or side yards only, not closer than five (5) feet to any lot line and completely outside of utility and drainage easements. No firewood storage is allowed within the front yards or corner side yards; and in areas of the property between the building elevation facing a street and a street lot line.
- (2) Within buildings: Firewood may be stored within “garages” or “sheds” in conformance with the requirements outlined within this section.

B. Non-Residential Zoning Districts

- (1) Land Use: The outdoor storage of firewood shall only be allowed as an accessory use when expressly associated with a “Retail Trade” land uses related to “Lumber and Other Building Material Dealers (521),” “Retail Nurseries, Lawn And Garden Supply Stores (526),” or Wholesale Trade and Agricultural Services” land uses related to “Landscape and Horticultural Services (078),” where such land uses are authorized by the Village through a Certificate of Occupancy or a Temporary Use Permit.
- (2) Within Yards: Outdoor storage of firewood in all non-residential districts shall be located within specific outdoor display areas or enclosures, in rear yards or side yards only and completely outside of utility and drainage easements.

STORAGE AND STACKING REQUIREMENTS:

- A. Generally: Firewood shall be stacked in a neat and orderly fashion with due regard to stability. Stacks of wood shall be elevated at least 4 inches above the ground so as not to block drainage or harbor rodents and animals.
- B. In Yards: Firewood stacks cannot exceed a maximum of four feet (4') in height, two feet (2') in width, and sixteen feet (16') in length.
- C. In Garages: Firewood stacks cannot exceed a maximum of four feet (4') in height and two feet (2') in width and shall not extend beyond the outside exterior walls of the garage.
- D. The temporary storage of logs from trees cut on the premises shall be allowed for up to 30 days, for the purpose of splitting, cutting, stacking or removal from the property.

Temporary Storage Containers

Section 9-9-2 Temporary Uses: Add a new section providing for the definitions and regulations for "temporary storage container" on both residential and non-residential zoning districts.

1. DEFINITION: "Temporary storage container" shall mean any temporary, transportable, movable or portable container or pod, which is delivered to and placed outdoors on private property for storage, loading and unloading of household or business items or other tangible personal property. A temporary storage container does not include any of the following:
 - a. A debris dumpster or dump trailer related to ongoing construction subject to permits issued under Titles 8, 9 and 10 of the Lake Zurich Municipal Code.
 - b. A temporary construction trailer, sales trailer or other trailer subject to a temporary use permit or Development/Annexation Agreement related to construction activity on the premises.
 - c. A temporary storage container that is located on property owned or used by a unit of local, state or federal government or a railroad.

2. GENERAL LIMITATIONS:
 - (1) A temporary storage container shall not be utilized for the purpose of conducting business, selling merchandise or property, dwelling, living, habitation, camping, cooking, or recreation. It is the intent of this Chapter to expressly limit, except as provided herein, the placement and use of any temporary storage container as an accessory building or storage building on residentially and non-residentially zoned land.
 - (2) A temporary storage container shall not be used for the storage of construction equipment, building materials, hazardous or flammable substances.
 - (3) A temporary storage container shall not be placed on a non-paved surface, unimproved yard, roadway, alley, parkway, other publicly-owned right-of-way, sidewalk, easement for ingress and egress, access lane or aisle, fire access lane, public utility easement, location that obstructs traffic visibility, or other location not specifically identified as acceptable within the provisions of this Section.
 - (4) A temporary storage container shall not be placed, maintained or stored in a manner that will or may interfere with Village operations including, but not limited to, snow removal, street cleaning or capital improvements.
 - (5) The stacking or placement of any items on top of or around any temporary storage container shall be strictly prohibited.

3. RESIDENTIAL ZONING DISTRICTS:
 - a. Maximum Allowable Size: The maximum allowable size for a temporary storage container in a residential zoning district shall be sixteen feet (16') in length, eight feet (8') in width, nine feet (9') in height.
 - b. Placement of Residential Temporary Storage Containers:
 - (1) Residential temporary storage containers on single-family and two-family dwellings shall be placed on an asphalt or concrete driveway or other paved surface identified and approved by the village.

- (2) Residential temporary storage containers on multiple-family dwellings may be placed upon a parking area or parking lot constructed of a concrete or asphalt surface, provided that the placement of such container does not impede the flow of vehicular or pedestrian traffic, occupy off-street parking spaces required by the Code, or interfere with the normal operation of the permanent use on the property.
 - c. **Setbacks:** Temporary storage containers shall be located at least five feet from any lot line, a public right-of-way and any public sidewalk.
 - d. **Maximum Number Of Containers:** The maximum number of temporary storage containers permitted on any property at one time in a residential zoning district shall be one (1). No more than two Temporary Storage Container Permits shall be issued for the same property in any 12-month period.
 - e. **Time Period:** The maximum time period permitted for temporary storage containers shall be no more than sixty (60) days within a calendar year. The zoning official shall have discretion to grant extensions to said time period.
 - f. Where applicable, placement of temporary storage containers shall be approved by the homeowner's association. In no instance shall the requirements of the association be less restrictive than those contained within this section.
4. **Nonresidential Zoning Districts:**
- a. **Maximum Allowable Size:** The maximum allowable size for a temporary storage container in a nonresidential zoning district shall be fifty feet (50') in length, eight feet (8') in width, nine feet (9') in height.
 - b. **Placement Of Commercial Storage Containers:** Commercial storage containers shall be placed at the side or the rear of the building and shall not be readily visible from a public street whenever possible.
 - c. **Setbacks:** Temporary storage containers shall be located at least five feet from any lot line, a public right-of-way and any public sidewalk.
 - d. **Maximum Number Of Containers:** The maximum number of temporary storage containers permitted on any property at one time in a commercial zoning district shall be two (2). No more than two Temporary Storage Container Permits shall be issued for the same property in any 12-month period.
 - e. **Time Period:** Temporary storage containers may be placed on the premises for the duration of the approved temporary use permit and shall be removed from the property upon expiration of such permit. The zoning official shall have the discretion to extend the time period for removal of temporary storage containers.
 - f. **Temporary Surplus Storage:** Temporary surplus merchandise storage associated with a commercial retail enterprise shall be allowed to remain on the premises for the time period allowed in the temporary use permit, and their removal may be extended at the discretion of the zoning official.
 - g. Where applicable, placement of temporary storage containers shall be approved by the property owner's association. In no instance shall the requirements of the association be less restrictive than those contained within this section.

**VILLAGE OF LAKE ZURICH
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN to all persons that the Village of Lake Zurich Planning & Zoning Commission shall conduct a public hearing on March 20, 2024, at 7:00 P.M. in the Board Room of the Lake Zurich Village Hall, 70 East Main Street, Lake Zurich, Illinois, for the purpose of considering a zoning application filed by the Village requesting various miscellaneous amendments to the text of the Lake Zurich Zoning, Land Development, Building and Property Maintenance Codes as necessary. A copy of the application and the Zoning Code are on file with, and available for public inspection during regular Village business hours of the Lake Zurich Community Development Department.

At said public hearing, the Planning & Zoning Commission shall accept all testimony and evidence pertaining to said application and shall consider any and all possible zoning actions, including granting amendments to the text of the Lake Zurich Municipal Code that may be necessary or convenient to accomplish such actions. All interested persons are invited to attend and be heard.

DATED: February 22, 2024
Orlando Stratman
Chairperson, Planning & Zoning Commission
Published in Daily Herald, March 2, 2024 (4612650)

CERTIFICATE OF PUBLICATION
Paddock Publications, Inc.

Lake County
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Lake County DAILY HERALD**. That said **Lake County DAILY HERALD** is a secular newspaper, published in Libertyville, Lake County, State of Illinois, and has been in general circulation daily throughout Lake County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Lake County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 03/02/2024 in said **Lake County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY *Daule Baltz*
Designee of the Publisher of the Daily Herald

Control # 4612650





At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

MEMORANDUM

Date: April 15, 2024

To: Ray Keller, Village Manager *RK*

From: Kyle Kordell, Management Services Director

Subject: Review of Executive Session Minutes

AGENDA ITEM

11

Issue: The Village is required to conduct periodic reviews of Executive Session minutes for the purpose of determining whether any minutes may be released for public viewing. On April 15, 2024 the Village Board met in executive session and conducted a review of executive session minutes.

Analysis: The proposed Resolution clarifies the executive session minutes that the Board has provided consensus on to either keep confidential or to release publically. Some executive session minutes are kept confidential to protect the public interest or the privacy of individuals. Minutes of closed session are exempt from inspection under the Freedom of Information Act “until the public body makes them available to the public.” 5 ILCS 140/7 (i) (1).

Recommendation: Approval of the following Resolution.

VILLAGE OF LAKE ZURICH
RESOLUTION NO. 2024-05-____



**RESOLUTION APPROVING PUBLIC RELEASE OF EXECUTIVE SESSION
MEETING MINUTES OF THE LAKE ZURICH VILLAGE BOARD OF
TRUSTEES**

WHEREAS, the Village Board and the Village of Lake Zurich has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to 5 ILCS 120/2.06, the Village Board recently conducted its quarterly review of executive session meeting minutes and has determined that certain executive session minutes should be released to the public; and

WHEREAS, the Village Board has determined that the executive session minutes not yet released should remain confidential, subject to further review and determination as to their appropriateness for release at a future date; and

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

Section 1. The Village Board has determined that the following approved executive session minutes should remain confidential at this time, subject to further review and determination as to their appropriateness for release at a future date:

REMAIN CONFIDENTIAL
3-17-2014 Litigation
5-4-2015 Litigation
5-19-2015 Personnel / Litigation/ Real Estate
9-8-2015 Personnel/ Litigation

12-21-2015 Personnel
1-4-2016 Personnel / Litigation
1-18-2016 Real Estate/ Litigation
2-1-2016 Personnel
3-21-2016 Litigation
5-2-2016 Litigation
7-18-2016 Litigation
9-19-2016 Real Estate/ Litigation
10-3-2016 Real Estate/ Litigation
11-6-2017 Litigation
11-20-2017 Litigation
2-5-2018 Personnel / Litigation
4-16-2018 Personnel / Litigation
5-21-2018 Collective bargaining/ Real Estate/ Litigation/ Personnel
6-18-2018 Litigation / Collective bargaining / Personnel
11-5-2018 Personnel
4-1-2019 Personnel
5-20-2020 Personnel
6-1-2020 Personnel
9-8-2020 Litigation / Collective bargaining
11-2-2020 Personnel / Litigation
12-7-2020 Personnel / Collective bargaining
1-4-2021 Personnel
1-18-2021 Personnel

4-19-2021 Litigation
5-17-2021 Personnel / Litigation
7-6-2021 Collective Bargaining / Litigation / Personnel
8-16-2021 Personnel / Real Estate
2-22-2022 Personnel / Litigation
3-21-2022 Personnel / Litigation
4-4-2022 Personnel
6-20-2022 Personnel / Collective Bargaining
7-18-2022 Personnel
8-15-2022 Personnel
9-6-2022 Personnel
10-3-2022 Real Estate / Personnel / Collective Bargaining
10-17-2022 Collective Bargaining / Personnel
11-7-2022 Collective Bargaining
3-20-2023 Litigation
5-15-2023 Litigation / Personnel
9-18-2023 Collective Bargaining / Litigation
10-16-2023 Litigation / Personnel
12-4-2023 Real Estate
1-15-2024 Real Estate
2-5-2024 Personnel
2-20-2024 Personnel / Litigation
3-4-2024 Personnel

Section 2. The Village Board has determined that the following approved executive session meeting minutes should now be released to the public:

RELEASED TO PUBLIC
7-17-2023 Litigation

This Resolution shall take full force and effect upon its passage and approval as provided by law.

APPROVED this ____ day of May, 2024.

AYES:
NAYS:
ABSENT:

ADOPTED this ____ day of May, 2024.

By: _____
Thomas Poynton, Village President

ATTEST:

Kathleen Johnson, Village Clerk



At the Heart of Community

FIRE DEPARTMENT

321 South Buesching Road
Lake Zurich, Illinois 60047

(847) 540-5070
LakeZurich.org

MEMORANDUM

Date: April 11, 2024

To: Ray Keller, Village Manager *PK*

From: David Pilgard, Fire Chief

Subject: **Stryker Service Agreement for Stair-Chairs and Power Load Cot Systems**

AGENDA ITEM
FF

Issue: The fire department Stair-chairs and Power Load Cot Systems require specialized maintenance and preventative care to ensure their operability and longevity.

Analysis: The fire department's four ambulances each have a Stryker stair chair and power assisted cot for patient conveyance. In addition, each ambulance has a Power Load Cot Systems. These devices ensure the safe movement and transport of patients under the care of fire department personnel. These devices also provide a safe work environment for fire department personnel. The Stair-chairs utilize a track system to assist personnel moving patients up and down stairs. The Power Load Cot System is a lifting system that performs the secure lifting of the Stryker cot into and out of the ambulance. These devices minimize the risk of injury to Fire Department personnel from the chronic movement and lifting of patients.

Each of these devices require periodic maintenance and preventative care to ensure proper operation and longevity. Stryker is the sole source provider of the Fire Department Lifepak, AED's, LUCAS CPR device and patient conveyance devices. Stryker service technicians have the credentialed training and expertise to service and maintain the Stair-chairs and Power Load Cot Systems. Fire department staff has obtained a service contract quote from Stryker that includes parts, labor, travel, preventative maintenance and battery services on an annual basis with a four-year term. The amount per year for the service agreement is \$10,312.

Recommendation: The Fire Department recommends the engagement of Stryker for a four-year service contract agreement for the amount of \$41,248 to be paid in four annual payments of \$10,312.

w/Attachments



Prevent Annual

Quote Number: 10800419

Version: 1

Prepared For: LAKE ZURICH FIRE DEPT
Attn:

Rep: Andrea Lorocco
Email:
Phone Number:

GPO: EMS

Service Rep: Josh Chromek

Quote Date: 10/13/2023

Email: joshua.chromek@stryker.com

Expiration Date: 11/12/2023

Contract Start: 11/01/2023

Contract End: 10/31/2027

Delivery Address

Name: LAKE ZURICH FIRE DEPT
Account #: 20073310
Address: 321 S BUESCHING RD
LAKE ZURICH
Illinois 60047-2535

Bill To Account

Name: VILLAGE OF LAKE ZURICH
Account #: 20178213
Address: 70 E MAIN ST
LAKE ZURICH
Illinois 60047-3226

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD Parts, Labor, Travel Preventative Maintenance Batteries Service	48	3	\$9,092.00	\$27,276.00
2.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD Parts, Labor, Travel Preventative Maintenance Batteries Service	48	1	\$9,092.00	\$9,092.00
3.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR Parts, Labor, Travel Preventative Maintenance	48	4	\$1,220.00	\$4,880.00
ProCare Annual Payment:						\$10,312.00

Price Totals:

Grand Total: \$41,248.00



Prevent Annual

Quote Number: 10800419

Version: 1

Prepared For: LAKE ZURICH FIRE DEPT

Attn:

Rep: Andrea Lorocco

Email:

Phone Number:

GPO: EMS

Service Rep: Josh Chromek

Quote Date: 10/13/2023

Email: joshua.chromek@stryker.com

Expiration Date: 11/12/2023

Contract Start: 11/01/2023

Contract End: 10/31/2027

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date

Purchase Order Number

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at www.stryker.com/stnc The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Payment Schedule

Starting Balance: **\$41,248.00**

Date	Payment	Balance
11/01/2023	\$10,312.00	\$30,936.00
11/01/2024	\$10,312.00	\$20,624.00
11/01/2025	\$10,312.00	\$10,312.00
11/01/2026	\$10,312.00	\$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-POWER-LOAD	160140813
1.0	PROCARE-SVC-POWER-LOAD	180539249
1.0	PROCARE-SVC-POWER-LOAD	140239339
2.0	PROCARE-SVC-POWER-LOAD	2202012400145
3.0	PROCARE-SVC-STAIR-CHAIR	170340879
3.0	PROCARE-SVC-STAIR-CHAIR	170340878
3.0	PROCARE-SVC-STAIR-CHAIR	160940195
3.0	PROCARE-SVC-STAIR-CHAIR	160940194

Purchase Order Form



Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number _____

Check box if Billing same as Shipping

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: April 18, 2024

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Director of Public Works

Subject: **Contract Extension 2024 Sanitary Sewer CCTV Inspection Program**

AGENDA ITEM

G

Issue: The FY 2024 budget includes \$100,000. in the Water & Sewer Fund for video inspection services of the Village’s sanitary sewer system. Staff is requesting to extend the current contract with Pipe View America.

Background: As a planning tool to address public infrastructure concerns Public Works has created an annual plan for closed-circuit television (CCTV) inspection and evaluation of the Village’s sanitary sewer systems. Early detection of sewer damage is crucial to maintaining an operational and cost-effective infrastructure program.

The FY 2024 CCTV Sewer Televising Program will include a conditional analysis of Village infrastructure on Church/Midlothian, Whitney Road, Lake Zurich Drive, South Old Rand Road, Main Street.

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

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

Analysis: Staff solicited bids for a three-year Sewer CCTV Inspection program on September 20, 2023. The Village received four (5) bids. The lowest responsible bid was received from Pipe View America of Schaumburg, Illinois. Staff is recommending to extend the contract for year two of the three-year contract.

Recommendation: Authorize the expenditure for year two of the Sewer CCTV Inspection Program (2024) to Pipe View America of Schaumburg, IL in an amount not-to-exceed \$100,000.

W/Attachments:

1. Approved Agreement/Notice to Proceed



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telsler Road
Lake Zurich, Illinois 60047

(847) 540-1696
LakeZurich.org

Via Email

October 18th, 2023

Mr. Tony Barger
Pipe View America

**RE: NOTICE OF AWARD
2023 SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV)
INSPECTION – VILLAGE OF LAKE ZURICH**

Dear Mr. Barger:

You are hereby notified of the award of the above referenced contract in the Village of Lake Zurich, Illinois. Please find enclosed one (1) set of the Contract Documents for your review and signature. Please sign and return before October 28th. Upon Village receipt and signature of Contract, the Notice to Proceed will be issued and work shall be expected to start within 10 days of the notice to proceed.

If you should have any questions, please do not hesitate to contact me.

Yours truly,

Kevin Lill, P.E.
Project Engineer
Manhard Consulting

P:\201.001 Village of Lake Zurich\003 Annual Road Maintenance Projects\20-00000-00-GM\2020-2022 Sewer Televising (MPI)\Contracts\Notice to Proceed\Lake Zurich 2020 Sewer Televising-Notice to Proceed Letter.docx

Enclosure

cc: Michael Brown, Director of Public Works (w/enclosure)

FORM OF CONTRACT

1. This Agreement made and concluded this ___th day of October, 2023, between The Village of Lake Zurich, acting by and through its Mayor and Board of Trustees, known as the party of the first part and Pipe View America, 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
SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION
LAKE ZURICH, ILLINOIS

as prepared by Manhard Consulting

and DATED: August 30th, 2023

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.

Am Dayton, Mayor
Party of the First Part

[Signature], Village Clerk
Attest: [Signature]

Party of the Second Part

Attest: (For Corporation -Secretary)



Bond No. HSA-MW-5492

FORM OF CONTRACT BOND

We Pipe View, LLC dba Pipe View America as PRINCIPAL, and Hudson Insurance Company as SURETY, are held and firmly bound unto the Village of Lake Zurich in the penal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), lawful money of the United States, well and truly to be paid unto said Village of Lake Zurich, for payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly and pay to the Village of Lake Zurich this sum under the conditions of this Instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the Village of Lake Zurich acting through its awarding authority for the construction of work on the attached contract, which contract is hereby referred to and made a part thereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lake Zurich and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 20th day of October, A.D. 2023.

PRINCIPAL

Pipe View, LLC dba Pipe View America
(Company Name) (seal)

(Company Name) (Seal)

By: [Signature]
(Signature & Title) Operations Superintendent

By: [Signature]
(Signature & Title) Angel Rodriguez, Operations Superintendent

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

SURETY

Hudson Insurance Company
(Name of Surety) (seal)

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

WISCONSIN
STATE OF ~~ILLINOIS~~, COUNTY OF KENOSHA

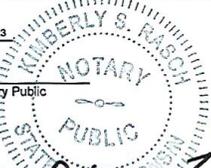
I, Kimberly S. Rasch, a Notary Public in and for said County, do hereby certify that (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 20th DAY OF October, A.D. 2023

My commission expires 1/22/2026

Kimberly S. Rasch
Notary Public



Approved this ___ day of _____, A.D. 20__

Attest:

Village of Lake Zurich
[Signature]
(Village Clerk) Deputy

Village of Lake Zurich
[Signature]
(Mayor)



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

Thomas O. Chambers and Todd Schaap of the State of Wisconsin

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 Twenty Five Million Dollars (\$25,000,000.00).

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 authorized, on this 3rd day of June, 2022 at New York, New York.



Attest Dina Daskalakis Corporate Secretary

HUDSON INSURANCE COMPANY

By Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 3rd day of June, 2022 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 by like order.

(Notarial Seal)



ANN MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

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 27th, 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 20th day of October, 2023.



By Dina Daskalakis, Corporate Secretary

REQUEST FOR BIDS

RFB # 201.001003.23

BID DOCUMENTS AND SPECIFICATIONS

**SANITARY AND STORM SEWER CLOSED
CIRCUIT TELEVISION (CCTV) INSPECTION**

FOR THE MUNICIPALITY OF:

LAKE ZURICH,



VILLAGE OF LAKE ZURICH
505 TELSER ROAD
LAKE ZURICH, IL 60047
(847) 540-1696

LEGAL NOTICE

Official notice is hereby given that separate sealed bids will be received at Lake Zurich Village Hall, 70 E. Main Street, Lake Zurich, Illinois 60047 until 10:00 a.m. local time on September 20th, 2023, and then at said office publicly opened and read aloud for the following:

RFB NO: 201.001003.23

RFB ON: SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION FOR THE MUNICIPALITY OF LAKE ZURICH

Scope of work will include furnishing all necessary labor, materials, and equipment for closed circuit television (CCTV) inspections of storm and sanitary sewers as determined by the Municipality.

Plans, specifications and bid forms may be obtained at www.QuestCDN.com for a \$22.00 non-refundable charge by inputting Quest project number 8665765 on the website's Project Search page. Please contact (847) 325-7233 for assistance.

All bids shall be accompanied by a Bid Bond for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq).

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Municipality.

Any Bid submitted unsealed, unsigned, via fax, via email or received subsequent to the aforementioned date and time, may be disqualified and returned to the Bidder.

The Municipality reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of each participating Municipality.

Dated: August 30th, 2023
Kevin Lill, P.E.
Manhard Consulting
on behalf of the Village of Lake Zurich



SUBMISSION INFORMATION

Village of Lake Zurich
 505 Telsler Road
 Lake Zurich, IL 60047
 (847) 540-1696

INVITATION: #201.001003.20
 BID OPENING DATE: September 20th, 2023
 TIME: 10:00 A.M. Local Time
 LOCATION: Village Hall Boardroom

COPIES: One (1) original & one (1) electronic copy (flash drive only, NO EMAIL)

REQUEST FOR BID INFORMATION

Company Name: Pipe View America
 Address: 13190 Farm to Market Rd 730 S
 City, State, Zip Code: Azle TX 76020

Sanitary and Storm Sewer Closed Circuit Television (CCTV) Inspection
 per the specifications identified herein

I. BASE BID
a. Year 1 (2023)

Item No.	Item Description	Estimated Quantities*	Unit of Measure	Unit Price	Extended Price
1.	CCTV Inspection of Storm Sewers, 6" to 42"	12,000	LF	\$ 1.96	\$ 23,520.00
2.	CCTV Inspection of Sanitary Sewers, 8" to 12" (no dyed-water flooding)	15,000	LF	\$ 1.84	\$ 27,600
3.	CCTV Inspection of Sanitary Sewers, 15" to 18" (no dyed-water flooding)	1,000	LF	\$ 1.84	\$ 1,840.00
4.	CCTV Inspection of Sanitary Sewers, 21" to 30" (no dyed-water flooding)	3,000	LF	\$ 3.87	\$ 11,610.00
5.	CCTV Inspection of Sanitary Sewers, 36" to 42" (no dyed-water flooding)	3,000	LF	\$ 3.87	\$ 11,610.00
6.	Sewer Condition Evaluation	34,000	LF	\$ 0.11	\$ 3,740.00
SUBTOTAL BASE BID, YEAR 1 (2023)				\$ 79,920.00	

*The estimated quantities listed in the bid table are for reference only. The actual quantity will be determined in the field by the footage televised. The pipe diameters are estimated and quantity may be included so that a unit price is established.

b. Year 2 (2024)

Item No.	Item Description	Estimated Quantities*	Unit of Measure	Unit Price	Extended Price
1.	CCTV Inspection of Storm Sewers, 6" to 42"	12,000	LF	\$ 1.98	\$ 23,760.00
2.	CCTV Inspection of Sanitary Sewers, 8" to 12" (no dyed-water flooding)	15,000	LF	\$ 1.85	\$ 27,750.00
3.	CCTV Inspection of Sanitary Sewers, 15" to 18" (no dyed-water flooding)	1,000	LF	\$ 1.85	\$ 1,850.00
4.	CCTV Inspection of Sanitary Sewers, 21" to 30" (no dyed-water flooding)	5,000	LF	\$ 3.89	\$ 19,450.00
5.	CCTV Inspection of Sanitary Sewers, 36" to 42"(no dyed-water flooding)	1,000	LF	\$ 3.89	\$ 3,890.00
6.	Sewer Condition Evaluation	34,000	LF	\$ 0.12	\$ 4,080.00
SUBTOTAL BASE BID, YEAR 2 (2024)				\$	80,780.00

c. Year 3 (2025)

Item No.	Item Description	Estimated Quantities*	Unit of Measure	Unit Price	Extended Price
1.	CCTV Inspection of Storm Sewers, 6" to 42"	12,000	LF	\$ 1.99	\$ 23,880.00
2.	CCTV Inspection of Sanitary Sewers, 8" to 12" (no dyed-water flooding)	14,000	LF	\$ 1.87	\$ 26,180.00
3.	CCTV Inspection of Sanitary Sewers, 15" to 18" (no dyed-water flooding)	1,000	LF	\$ 1.87	\$ 1,870.00
4.	CCTV Inspection of Sanitary Sewers, 21" to 30" (no dyed-water flooding)	1,000	LF	\$ 3.92	\$ 3,920.00
5.	CCTV Inspection of Sanitary Sewers, 36" to 42" (no dyed-water flooding)	6,000	LF	\$ 3.92	\$ 23,520.00
6.	Sewer Condition Evaluation	34,000	LF	\$ 0.13	\$ 4,420.00
SUBTOTAL BASE BID, YEAR 3 (2025)				\$	83,790.00

*The estimated quantities listed in the bid table are for reference only. The actual quantity will be determined in the field by the footage televised. The pipe diameters are estimated and quantity may be included so that a unit price is established.

TOTAL BASE BID AMOUNT (YEARS 1-3) \$ 244,490.00

II. SUPPLEMENTAL UNIT PRICES

Item No.	Item Description	Unit of Measure	Year 1 (2023) Unit Price	Year 2 (2024) Unit Price	Year 3 (2025) Unit Price
1.	CCTV Inspection of Storm Sewers (48" to 72")	LF	\$ 4.03	\$ 4.23	\$ 4.43
2.	CCTV Inspection of Sanitary Sewers (6") (no dyed-water flooding)	LF	\$ 1.84	\$ 1.85	\$ 1.87
3.	CCTV Inspection of Sanitary Sewers (8" to 12") with Concurrent Dyed-water Flooding	LF	\$ 13.20	\$ 13.40	\$ 13.60
4.	CCTV Inspection of Sanitary Sewers (15" to 18") with Concurrent Dyed-water Flooding	LF	\$ 13.20	\$ 13.40	\$ 13.60
5.	CCTV Inspection of Sanitary Sewers (21" to 30") with Concurrent Dyed-water Flooding	LF	\$ 15.45	\$ 15.65	\$ 15.85
6.	Root Cutting (8" to 12")	LF	\$ 2.05	\$ 2.15	\$ 2.25
7.	Root Cutting (15" to 18")	LF	\$ 2.25	\$ 2.45	\$ 2.65
8.	Root Cutting (21" to 30")	LF	\$ 2.55	\$ 2.75	\$ 2.95
9.	Heaving Cleaning	CREW HRS	\$ 365.00	\$ 385.00	\$ 405.00
10.	Emergency CCTV Inspection (no dyed-water flooding) Sanitary or Storm Sewer (8" to 42")	CREW HRS	\$ 365.00	\$ 385.00	\$ 405.00

*The estimated quantities listed in the bid table are for reference only. The actual quantity will be determined in the field by the footage televised. The pipe diameters are estimated and quantity may be included so that a unit price is established.

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

Any and all exceptions to these specifications **MUST** be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by **SEALED BID ONLY**. **Fax and e-mail bids are not acceptable and will not be considered.**

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 0 % N/A DAYS
The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: Pipe View America
Typed/Printed Name: Tony Barger Date: 9/19/23
Title: Director of Estimating Telephone Number: 970-404-5182
E-mail tonyb@pipeviewamerica.com Fax Number: 815-600-8248

RFB Number 201.001003.23
CCTV Inspections

Due: September 20th, 2023, 10:00 AM



Pipe View, LLC
900 National Parkway, Suite 260
Schaumburg, IL 60173

RE: Village of Lake Zurich
Sanitary and Storm Sewer Closed Circuit Television Inspection - RFB# 201.001003.23

Bid Date: 9/20/2023

Dear Pipe View, LLC

Enclosed please find the above captioned bid bond, executed per your request. The bid bond must be signed by an authorized representative of your company and sealed with the corporate seal.

We urge you to double-check all signatures, dates, amounts and job descriptions for accuracy. This will avoid the possibility of having a low bid rejected because of a clerical error. Please verify again that the bid bond form we executed is on the form required by the specification. In addition, please verify that anything unusual that has been requested by the Obligee is attached to the bid request.

The bid bond authorization is based upon your original estimate. **IF THE ACTUAL BID PRICE EXCEEDS THIS ESTIMATE BY 10% OR MORE, PLEASE CONTACT US FOR ADDITIONAL AUTHORITY!**

Please call our office if you should need any further assistance and good luck on your bid!

Sincerely,

Shorewest Surety Services, Inc.

Your bid results are very important; please fax this information back to (262) 835-9649 or email bonds@shorewestsurety.com within 5 days of the bid opening.

	Contractors Name	Contract Price
1.	_____	_____
2.	_____	_____
3.	_____	_____

IF YOUR BID IS NOT LISTED ABOVE - WHAT WAS YOUR BID PRICE? \$ _____

COMMENTS: _____

**PLEASE FAX TO (262) 835-9649
OR EMAIL TO [BONDS@SHOREWESTSURETY.COM](mailto:bonds@shorewestsurety.com)**

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Pipe View, LLC

900 National Parkway, Suite 260
Schaumburg, IL 60173

OWNER:
(Name, legal status and address)
Village of Lake Zurich
505 Telser Road
Lake Zurich, IL 60047

BOND AMOUNT: *FIVE PERCENT OF AMOUNT BID*****

SURETY:
(Name, legal status and principal place of business)

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

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.

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

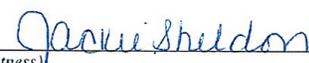
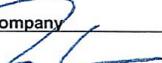
Sanitary and Storm Sewer Closed Circuit Television Inspection - RFB# 201.001003.23

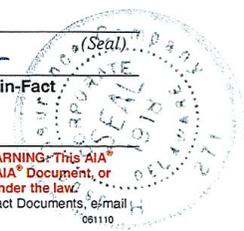
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 **20th** day of **September**, **2023**
Pipe View, LLC

	<i>(Principal)</i> 	Tony Barger	<i>(Seal)</i>
<i>(Witness)</i>	<i>(Title)</i>	Hudson Insurance Company	<i>(Seal)</i>
	<i>(Surety)</i>		<i>(Seal)</i>
<i>(Witness)</i>	<i>(Title)</i>	Todd Schaap, Attorney-in-Fact	<i>(Seal)</i>



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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

Thomas O. Chambers and Todd Schaap of the State of Wisconsin

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 Twenty Five Million Dollars (\$25,000,000.00).

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 authorized, on this 3rd day of June, 2022 at New York, New York.



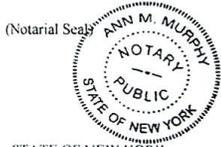
Attest: Dina Daskalakis Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 3rd day of June, 2022, 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 by like order.



ANN MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

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 27th, 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 20th day of September, 2023.



By: Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF Milwaukee)

ON THIS 20th day of September, 2023,

before me, a notary public, within and for said County and State, personally appeared Todd Schaap to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the Hudson Insurance Company, a corporation of Delaware, created, organized and existing under and by virtue of the laws of the State of Delaware; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Todd Schaap did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Rosa Hernandez
Rosa Hernandez
Notary Public, Milwaukee County, Wisconsin
My Commission Expires 1/22/2027



11. SUBSTITUTIONS

No substitutions shall be allowed during the term of this agreement without written consent from the Municipality's Purchasing Division. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Department of Facilities.

12. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- a) References
- b) Disqualification of Certain Bidders (affirmation by signing bid form)
- c) Affidavit/Anti-collusion
- d) Conflict of Interest Form
- e) Tax Compliance
- f) Identification of Subcontractors
- g) Participation Affidavit

13. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond to serve as a guarantee that the bidders shall enter into a contract with the Municipality to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Municipality will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement may be rejected as non-responsive.

14. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 6.1 A performance bond satisfactory to the Municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by the Municipality as security for the faithful performance of the Municipality's contract; and
- 6.2 A payment bond satisfactory to the Municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by the Municipality.
- 6.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

15. COORDINATION

The Contractor shall appoint a single point of contact for communications and coordination with the Municipality. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

16. REPORTING

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Municipality weekly. The weekly report should also indicate any issues that the Contractors staff have experienced during the week as well as any work planned that was not accomplished.

**LABOR STATUTES, RECORDS AND RATES CONSTRUCTION
CONTRACTS FOR STATE OF ILLINOIS**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state or its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

- 4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County can be found at:

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

REFERENCES

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

Municipality: Village of Round Lake
 Address: 751 W Townline Rd
 City, State, Zip Code: Round Lake, IL, 60073
 Contact Person/
 Telephone Number: Adam Wedoff 847-546-0962
 Dates of Service/Award
 Amount: 2016-2022 \$400K +

Municipality: Village of Mount Prospect
 Address: 1700 W Central Road
 City, State, Zip Code: Mount Prospect, IL 60056
 Contact Person/Telephone
 Number: Scott Moe 847-870-5640
 Dates of Service/Award
 Amount: 2014-2023 \$400k+

Agency: Village of Franklin Park
 Address: 9300 W Belmont Ave
 City, State, Zip Code: Franklin Park IL 60131
 Contact Person/
 Telephone Number: Nick Weber 847-671-8299
 Dates of Service/Award
 Amount: 2015-2022 \$300K+

Agency: Village of Algonquin
 Address: 110 Meyer Dr
 City, State, Zip Code: Algonquin IL
 Contact Person/
 Telephone Number: Justin Ryter 847-489-2438
 Dates of Service/Award
 Amount: 2019-2022 \$25K+

Agency: Village of Woodstock
 Address: 326 Washington St
 City, State, Zip Code: Woodstock, IL 60098
 Contact Person/
 Telephone Number: Sean Parker 815-338-6118
 Dates of Service/Award
 Amount: 2014-2019 \$250K+

DISQUALIFICATION OF CERTAIN BIDDERS
--

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

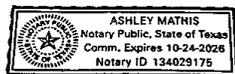
Tony Barger, being first duly sworn,
deposes and says that he is Director of Estimating
(Partner, Officer, Owner, Etc.)
of Pipe View America
(Contractor)

The party making the foregoing bid or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Tony Barger Tony Barger
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 19th day of September, 2023

Ashley Mathis
Notary Public



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

RFB Number 201.001003.23
CCTV Inspections

Due: September 20th, 2023, 10:00 AM

CONFLICT OF INTEREST

Tony Barger, hereby certifies that

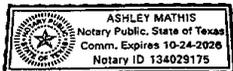
it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Municipality.

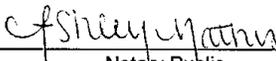
Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Municipality may disqualify the bid.



Tony Barger
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 19th day of September, 2023





Notary Public

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

TAX COMPLIANCE AFFIDAVIT

Tony Barger, being first duly sworn,
deposes and says that he is Director of Estimating
(Partner, Officer, Owner, Etc.)
of Pipe View America
(Contractor)

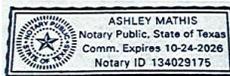
The individual or entity making the foregoing bid or bid certifies that he is not barred from contracting with the Municipality because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

Tony Barger Tony Barger
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19th day of September, 2023

Ashley Mathis
Notary Public



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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

NONE

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

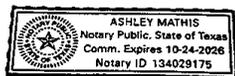
Tony Barger, being first duly sworn,
deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS
5/1-
109, that he is Director of Estimating
(Partner, Officer, Owner, Etc.)
of Pipe View America
(Contractor)

The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or SubContractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

Tony Barger Tony Barger
(Name of Quoter if the Quoter is an Individual)
(Name of Partner if the Quoter is a Partnership)
(Name of Officer if the Quoter is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19th day of September, 2020



Ashley Mathis
Notary Public

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

RFB Number 201.001003.23
CCTV Inspections

Due: September 20th, 2023, 10:00 AM

ADDENDUM NO. 1
VILLAGE OF LAKE ZURICH
SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION
SEPTEMBER 18TH, 2023

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

Bidders shall acknowledge receipt of this Addendum by signing below.

This Addendum No. 1 contains the following project updates:

QUESTIONS ANSWERED VIA EMAIL CORRESPONDENCE:

Q1) Is there a heated location to be able to park a Jetvac in town if the work is going to be done during cold weather conditions?

A1) No

Q2) Is there a location to park and store required equipment?

A2) Yes outdoor equipment storage will be possible on approved Village owned properties throughout town.

Q3) Is there any atlas that shows what Fire hydrants can be used?

A3) For the purposes of the bid, please assume all water filling be performed at 1015 Ensell Road.

Q4) Does the contractor have to provide dumpsters and pay for the transportation and dumping fees of the debris removed from the sewers?

A4) Spoils can be hauled to Village dump site at 505 Telser. Dumping shall be coordinated with Public Works to ensure the site does not get overfilled.

Bidders shall acknowledge receipt of this Addendum by signing below.

Signed:  _____

Tony Barger
Printed Name

Pipe View America
Name of Company

End of Addendum # 1

PROJECT SPECIFICATIONS

1. INTENT

It is the intent of the Village of Lake Zurich ("Lake Zurich hereafter referred to as the "Municipality", to bid the Closed Circuit Television (CCTV) inspection of both sanitary and storm sewers for the purpose of determining the structural condition of the sewers and to determine the locations and quantity of clear water entering the sanitary sewers by concurrent dyed-water flooding of adjacent storm sewers.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/01 et seq.).

2. BID PRICE

The Contractor shall provide pricing on the Bid Form included in this Request for Bids ("RFB") per the Specifications identified herein. The Contractor shall offer pricing for all of the items included on the Bid Form. The Bid Form includes base bid items and additional items for which the Municipality is requesting supplemental unit prices. As of this date, the municipality cannot offer estimated quantities for the supplemental items. The supplemental unit prices will be utilized if the municipality later determines items are needed. Elevated unit prices for supplemental items are subject to bid rejection at the discretion of the Municipality. Quantities and diameters are estimated based on the Village atlases. Actual lengths and diameters shall be determined in the field.

3. AWARD

The Contract award will be based on the Total Base Bid Amount for all three (3) years. Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The Municipality reserve the right to award in part, in whole, not to award any portion of the bid, or to award to multiple contractors, whatever is deemed to be in the best interest of the Municipality.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Municipality for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the municipality, or that has failed to perform satisfactorily any previous contract with, or work for, the Municipality.

4. TERM

The Agreement shall be in effect for three (3) years from date of award. The Municipality reserve the right to renew the Agreement for two (2) additional one (1) year terms, subject to acceptable performance by the Contractor. At the end of any contract term, the Municipality 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.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%). The final increase is up to the Municipality' discretion. Written requests for price revisions after the initial period 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.

The Municipality reserve the right to reject a proposed price increase and terminate the Agreement. Actual compensation to the Contractor shall be based upon the actual quantities multiplied by the unit prices for each item.

7. ESCALATION

Written requests for price revisions after the initial three (3) year 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 Municipality reserve the right to reject a proposed price increase and terminate the agreement.

8. SCOPE OF SERVICES

Please see pages 9 to 11 of this document to view the Scope of Work.

9. INVOICES AND PAYMENTS

The Contractor shall submit invoices to the municipality detailing the services provided on a monthly basis. All services shall be invoiced based on unit pricing and quantities used. The Municipality shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Lake Zurich
 Director of Public Works
 Attn: Michael Brown
 505 Telser Road
 Lake Zurich, IL 60047

10. CALENDAR OF EVENTS (TENTATIVE AND SUBJECT TO CHANGE)

DATE	ACTIVITY
August 30th, 2023	Bid advertised on QuestCDN. For bid questions please contact Kevin Lill at klill@manhard.com .
September 14th, 2023	Last day to submit questions and requests for clarification.
September 15th, 2023	Addendum issued if necessary
September 20, 2023	<p>Deadline for Bid Submission. Bids received after the date and time identified will be returned unopened</p> <p>One (1) original (clearly identified), and one (1) electronic copy of the complete/signed bid by September 20th before 10:00 A.M. CST, to:</p> <p>Village Hall Boardroom Village of Lake Zurich 70 E. Main Street Lake Zurich, IL 60047 RFB # 201.001003.23</p> <p>RFB ON: SANITARY AND STORM SEWER CCTV INSPECTION</p>

11. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please submit questions via email to: klill@manhard.com. Questions are required no later than 5:00 P.M. on September 14th, 2023.

RFB Number 201.001003.23
 CCTV Inspections

Due: September 20th, 2023, 10:00 AM

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Lake Zurich to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Municipality recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Municipality will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

SCOPE OF SERVICES

1. SCOPE OF WORK

The work consists of internal closed circuit television (CCTV) inspection of both sanitary and storm sewers, including preparatory cleaning, disposal of debris, bypass pumping, traffic control, and completion and submittal of inspection logs. The work also includes dyed-water flooding of storm sewers parallel to and/or crossing the sanitary sewers, concurrent with the CCTV inspection of the sanitary sewers.

2. PROJECT SUBMITTALS

The Contractor is required to submit the Material Safety Data Sheet (MSDS) for dye to be used in the dyed-water flooding to each Municipality's Director of Public Works or his/her designee prior to initiation of the work. The contractor shall maintain a copy of the MSDS onsite at all times during dyed-water flooding activities.

3. MATERIALS & SERVICES TO BE PROVIDED BY THE MUNICIPALITY

3.1 Water and Water Meter – The Municipality shall furnish water for sewer cleaning and dyed-water flooding at no cost to the contractor. Water shall be obtained from hydrants designated by each Municipality's Director of Public Works or his/her designee and only through a meter obtained from the Municipality. There is a refundable deposit (up to \$1500 as determined by each Municipality) required for each meter. The meter deposit costs are subject to change. Meters shall only be used within the Municipality from which they are obtained. The Contractor shall not use a Municipality's meter to meter water in any other Municipality. If no hydrant in an area is deemed serviceable, the contractor will need to fill water tanks at the Village Filling station on Ensell Road.

The contractor shall keep track of water usage on a daily basis and shall provide water use records to the Municipality's Public Works Director or his/her designee at the end of each week in which work occurs. The water meter shall only be used for Owner's projects and shall not be used by the contractor for outside work.

All fire hydrants shall remain available for use by emergency services in the event of a fire, and shall not be obstructed by contractor vehicles or equipment. The contractor shall ensure that a vacuum break is provided when obtaining water from Municipal hydrants.

3.2 Sewer Atlases – The Municipality shall furnish the contractor with one (1) copy of the storm and/or sanitary sewer atlas sheets including the areas to be televised. The atlas sheets shall represent the best available information regarding the storm and sanitary sewers within the inspection area. Diameters of sewers may not be provided with the atlases and it shall be the contractor's responsibility to verify sewer diameters for payment. The atlas sheets for the proposed televising to take place in 2023 are included with this bid. These areas are subject to change, but currently represent the best information for the work to be done in 2023.

4. TECHNICAL SPECIFICATIONS

The contractor shall provide CCTV inspection of the entire sewer segment (manhole to manhole), utilizing equipment specifically designed for sewer inspection. The contractor shall provide preparatory cleaning of the entire sewer section before conducting the CCTV inspection, as specified herein. The contractor shall

provide dyed-water flooding of storm sewers adjacent to and/or crossing the sanitary sewers being televised when required by the Village. The contractors shall provide all necessary labor, tools, materials, equipment and appurtenances to complete the preparatory cleaning, dyed-water flooding, and CCTV inspection to obtain a clear video of the sewer interior.

The contractor shall provide and maintain all necessary signs, barricades, and lights as necessary to provide for the public's safety, and to comply with the requirements of the agency having jurisdiction over the right-of-way.

4.1 Preparatory Cleaning

4.1.1 General – Provide preparatory cleaning of all sanitary and storm sewers to be inspected via CCTV inspection. Light cleaning shall be completed for all lines. Heavy cleaning shall be completed as directed and approved by the Director of Public Works or his/her designee.

4.1.2 Equipment – Provide equipment specifically designed for sewer cleaning as specified herein. Provide High-Velocity Jet (Hydrocleaning) equipment with 2 or more nozzles capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be inspected. Provide equipment capable of producing 2,000 psi at 65 gallons per minute (gpm) for light cleaning. Provide higher capacity cleaning equipment for large diameter pipes and for heavy cleaning.

Provide a root cutter as needed for root removal for pipe sizes from 8 inches through 36 inches in diameter.

For heavy cleaning, utilize equipment acceptable to the Municipality Public Works Director or his/her designee, which may include power rodding or bucket equipment equipped with root cutter, sand nozzles, root saws or expandable cutters. Equipment shall be belt-driven or shall be equipped with an overload device. Direct-drive equipment that could cause damage to the sewers shall not be used.

Care should be taken to protect sewer lines from damage from either high-velocity jet cleaning or heavy cleaning. Damage to sewers, equipment or appurtenances are the responsibility of the Contractor and any repairs shall be performed at no additional cost to the Municipality.

4.1.3 Execution

Light Cleaning – Provide preparatory cleaning of the sewer section to permit unobstructed passage of the CCTV camera and clean enough for the camera to identify structural defects, misalignments, service lateral connections, and points of infiltration to the satisfaction of the Public Works Director or his/her designee. Perform a cleaning with high-velocity jet consisting of up to three passes or flushes of the entire sewer section, if necessary, to allow adequate viewing of the pipe for the purpose of proper condition assessment. Limit pullback speed to no more than one foot per second, and utilize a maximum pressure of 1200 pounds per square inch (psi). Remove roots as needed to allow for unobstructed passage of the televising equipment. Light cleaning is incidental to the CCTV inspection of sanitary and storm sewers.

Root Cutting – Perform root cutting, as directed by the Municipality Public Works Director or his/her designee when the televising camera is unable to pass through the pipe or adequate inspect the pipe due to excessive root intrusion.

Heavy Cleaning – Perform additional cleaning (heavy cleaning), as directed by the Municipality's Public Works Director or his/her designee when the initial three passes of the jetting equipment and/or root cutting are not effective. Heavy cleaning can include, but not be limited to, additional passes or flushes of the entire sewer section with the high-velocity jet, power rodding, or bucket equipment.

The contractor shall take all precautions necessary during all cleaning operations to protect the sewer lines and to prevent water from being forced back up service laterals. The contractor is responsible for completing all necessary cleanup and restoration required as the result of backups or flooding onto/into public or private property at no additional cost to the Municipality.

4.1.4 Traffic Control - The Contractor shall provide all signs, equipment, and personnel necessary to provide for safe and efficient flow in all areas where the work will interrupt, interfere, or cause to change in any form, the conditions of traffic flow that existed prior to the commencement of any portions of the work. The Village may, at their discretion, require the Contractor to furnish traffic control under these or other circumstances where it is necessary for the protection of life and property. All signs, equipment, and personnel shall be in compliance with the latest edition of the Manual of Uniform traffic Control Devices. The cost of all traffic control shall be included in the price of the televising line items provided.

4.1.5 Disposal of Material

The contractor shall remove all sludge, dirt, roots, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. The contractor shall not allow material cleaned from one manhole section to pass into another manhole section as this can result in line stoppages, accumulation of material in wet wells, or damage to pumping equipment.

All material removed during cleaning shall be removed from the site at the end of each work day and disposed of by the contractor in a manner acceptable to the Public Works Director or his/her designee. Storage of material on site or within the sewer system is not allowed.

4.1.6 Deliverables

The contractor shall keep a log of cleaning operations, including for each sewer the date it was cleaned, which cleaning method was utilized, type and approximate quantity of material removed. This information shall be provided to each Municipality at the end of each work week.

4.2 Dyed-Water Flooding of Storm Sewers

4.2.1 General – Provide all labor, material, tools, equipment and appurtenances necessary to safely isolate storm sewers (and ditches, where present) and to flood with dyed-water without damage to the sewers; including but not limited to, plugs, hoses, non-toxic dye, compressors, chains, ropes, guides, installation equipment, etc. All storm sewers which cross or are parallel to sanitary sewers shall be flooded with dyed- water prior to the CCTV inspection of the sanitary sewer.

4.2.2 Equipment – Provide equipment designed and constructed specifically for dyed-water flooding.

4.2.3 Dye – The contractor shall utilize only non-toxic dye for dyed-water flooding, such as Uranine or Fluorescein.

4.2.4 Execution – Isolate each storm sewer to be flooded with dyed-water with inflatable plugs. Water from nearby hydrants (as designated by the Director of Public Works or his/her designee) shall be colored using the non-toxic dye and used to fill the isolated storm sewers. The isolated storm sewers shall be completely filled prior to conducting CCTV inspection of the adjacent sanitary sewers. The contractor shall maintain the dyed-water level in the storm sewers for the duration of the CCTV inspection, adding additional dyed-water as necessary.

After the storm sewer has been filled, the contractor shall wait 15 minutes or until dyed-water appears in the downstream sanitary manhole (whichever is shorter) prior to beginning the CCTV inspection.

The contractor shall take all precautions necessary during all dye-water flooding to protect the sewer lines and to prevent water from being forced back up service laterals. The contractor is responsible for completing all necessary cleanup and restoration required as the result of backups or flooding onto/into public or private property at no additional cost to the Municipality.

4.3 Closed-Circuit Television (CCTV) Inspection

4.3.1 General – Provide all labor, material, tools, equipment and appurtenances necessary to provide closed circuit television (CCTV) and audio-video recording of the internal inspection of sanitary and storm sewers at a picture quality to the satisfaction of the Director of Public Works or his/her designee.

4.3.2 Equipment – The contractor shall utilize a digital color television camera designed and constructed for sewer inspection with the following capabilities:

- a. High-resolution color-chip camera and monitor capable of producing a minimum of 650 lines of resolution.
- b. Adjustable directional lighting sufficient to allow a clear picture of the entire periphery of the pipe.
- c. Auxiliary lighting for sewers larger than 12-inch diameter.
- d. Operable in 100 percent humidity conditions.
- e. A 360 degree radial by 270 degree pan-and-tilt viewing field.
- f. Remote or manually operated.
- g. Electronic footage counters accurate to less than 1 percent error over the length of each pipe segment.
- h. Able to be equipped with skids or floatation device where necessary to position the camera in the center of the pipe for all diameter sewers being televised.

The contractor shall utilize a total audio-video recording system and procedures as required to produce a high-quality digital video and audio production of bright, sharp, clear pictures with accurate color, free from distortion. The audio portion shall have proper volume and clarity and shall be free from distortion. The contractor shall record inspections electronically and create DVDs directly from digital content without an intermediate analog conversion.

4.3.3 Large Diameter Sewer Flow

- a. The contractor shall expect high flows in the larger diameter sanitary sewers. Televising of these lines shall be avoided during peak flows. It is the contractor's responsibility to provide the Village with a televising video that allows full visual inspection of the pipe condition, uninhibited by flows. Televising during off-hours should be expected and included in the unit prices for the larger diameter sewer televising.
- b. Infiltration resulting from storm or snow melt water may also cause high flowage through the pipes. Televising of these lines should be performed when conditions allowed.

4.3.4 Execution

- a. Prior to conducting any CCTV inspection, complete preparatory cleaning and dyed-water flooding (where storm sewers cross or run parallel to sanitary sewers to be inspected) as specified herein.
- b. Provide a complete inspection of the entire length of sewer, including both upstream and downstream manholes; panning as needed to see all areas of the sewer and manholes.
- c. Utilize blowers, fans or other means to force out steam from the sewers as needed to provide a clear image of the pipe condition.
- d. Conduct the inspections with the flow of sewage from upstream to downstream manhole ("forward setup"). "Reverse setups" (from downstream to upstream manhole) shall only be allowed if a forward setup is not possible (e.g. upstream manhole is not accessible) or if the forward setup could not be completed due to an obstruction in the sewer. The cost to reset the televising equipment for a reverse setup is incidental to the contract.
- e. All inspections shall begin at the center of the beginning manhole and conclude at the center of the ending manhole.
- f. Move the camera at a speed no greater than 30 feet per minute, stopping at all defects and points of infiltration. Pan as necessary to permit proper documentation of the sewer's condition.
- g. Stop at all service connections, pan and look up service, and note items such as type of connection, presence of plugs, leaks, type of material, and any structural damage. Adjust focus and lighting as needed to obtain a bright, clear view of the connection and service pipe. Position the camera to view as far up the service connection as possible.

- h. Stop televising if camera becomes submerged due to significant sag or high flows. Use high- pressure jetting or other means to lower water level to a point below the camera. Provide temporary plugs and/or bypass pumping if necessary and as approved by the Director of Public Works or his/her designee.
 - i. The contractor may complete multiple sewer runs from a single setup, however each sewer segment (manhole to manhole) must have a discrete CCTV inspection video and inspection log.
 - j. Stop camera and pan and look up in all manholes.
- 4.3.5 Deliverables – The contractor shall provide the following to each Municipality:
- a. One (1) set of DVDs with the following:
 - i. Inspection Videos
 - ii. Computer generated inspection logs
 - b. Hard-copies bound in "D-ring" type binder of:
 - i. Computer generated inspection logs
 - ii. Review logs (if required)
 - c. One (1) USB Flash Drive or portable external hard with the all the following:
 - i. Inspection videos
 - ii. Computer generated inspections logs
 - iii. Review logs (if required).
 - d. Field mark-up of any clarifications to the sewer system configuration as shown on the Municipality's atlases, including but not limited to incorrectly shown connections between structures, pipes or manholes not shown on the atlases, sewers shown in the wrong location, etc.
 - e. Videos shall include the following (at a minimum):
 - i. Verbal commentary of the sewer inspection for the entire length of inspection.
 - ii. Verbal explanation of the current date, project name, and Municipality at the start of each segment.
 - iii. Information superimposed on video signal at beginning of each video including general location, manhole segment, direction of viewing, and beginning footage count.
 - iv. Footage counter and manhole segment appearing throughout the entire video recording.
 - v. Audio track, video, and inspection log shall all match.
 - vi. Video File Requirements:
 - vii. Digital format of .mpg, .avi or other file supported by Microsoft Media Player
 - viii. PipeTech or Visual Pipe software, if required by Municipality.
 - ix. Each Municipality shall come to an agreed upon file format with contractor at the preconstruction meeting or prior to work commencing.
 - x. If file format is not compatible with the Municipality video equipment, contractor will be responsible for converting to supported file at no additional cost to the Municipality.
 - f. Computer generated inspection log should be completed in the field and include the following information (at a minimum):
 - i. Municipality Name
 - ii. Project Name
 - iii. Location of sewer line including street name and nearest address to upstream manhole
 - iv. Inspector's name
 - v. Date
 - vi. Upstream and Downstream Manhole IDs
 - vii. Direction of flow
 - viii. Direction of inspection
 - ix. Depth from rim to invert at the upstream and downstream manholes
 - x. Pipe size, type/material, joint spacing, and total length

- xi. Surface weather conditions
- xii. Photographs of specific severe defects and a representative sample of overall pipe condition
- xiii. Manhole construction material
- xiv. Documented footage (from starting manhole) and clock orientation of all pipe defects, changes in pipe material, infiltration sources (including estimated flow rates in gallons per minute), service connections, root intrusion, mineral deposits, obstructions, protruding laterals, grease accumulation, back-pitched sections, off-set joints and any other abnormal conditions.
- g. DVDs shall include the include the following:
 - i. Professionally labeled.
 - ii. Municipality name
 - iii. Project Name
 - iv. Unique DVD ID Number
 - v. Storm sewer and sanitary sewers shall be recorded on separate DVDs.
- h. "D-ring" Binder shall have the following:
 - i. Front Cover with Municipality name, project title / type of sewer televised, contractor name and contact information, year televising was performed, and volume (if applicable).
 - ii. Tab inserts to separate each DVDs inspection logs
 - iii. Table of contents for each DVD with file name, page number, street name, manhole start, manhole stop, pipe size, section length, date televised, sewer type, and DVD ID Number.

4.4 Sewer Condition Evaluation

4.4.1 General –

The contractor shall review each CCTV video inspection and log for both sanitary and storm sewers, identify deficiencies in the sewers and manholes in need of repair, and recommend sewer rehabilitation to correct each identified deficiency. The contractor shall provide a sewer repair specialist experienced in CCTV inspection review to identify deficiencies and familiar with modern sewer repair technologies, including but not limited to all forms of in-situ repairs (cured-in-place lining, slip-lining, chemical grout, cementations grout, etc.) and excavation repairs for both sewers and manholes.

4.4.2 Execution

- a. CCTV video inspection footage must be reviewed to complete the evaluation. Preparing evaluations based solely on the written inspection log is not allowed.
- b. Prior to conducting any review of the inspections, the Contractor's sewer repair specialist shall meet with the Public Works Director or his/her designee to become familiar with the Municipality's forms, abbreviations to be used on the forms, and sewer repair strategies.
- c. The contractor shall complete a "Sewer Footage Review" form (attached) for each CCTV inspection reviewed (manhole to manhole). Each review shall identify all service connections, deficiencies requiring repair, and the footages from the upstream manhole to each. Each form must be filled out completely. Partially filled out forms will be rejected. The contractor may use multiple forms for each CCTV inspection if needed, however only one inspection will be allowed on a form.
- d. The contractor shall complete a "Sewer Repair" form (attached) for each discrete repair required for the deficiencies identified on the "Sewer Footage Review" form. A discrete repair may include cured-in-place lining, removal and replacement of one or more sections of sewer, service lateral repair, etc. The contractor should be aware that a single manhole-to- manhole sewer segment may include multiple discrete repairs; therefore requiring more than one "Sewer Repair" form. Each form must be filled out completely. Partially filled out forms will be rejected.

4.4.3 Deliverables – The contractor shall provide the Municipality with one copy of each "Sewer

Footage Review” and “Sewer Repair” form. Forms shall be bound in packets corresponding to each CCTV inspection DVD.

5. SCHEDULING OF WORK

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Municipality to Schedule the work. Sanitary Sewer CCTV inspection with concurrent dyed-water flooding of storm sewers must be completed by November 30th of each year. All field work shall be completed prior to December 15th of each year and all final deliverables shall be provided prior to December 30th of each year, unless otherwise agreed to by a Municipality.

The contractor shall arrange and schedule work so as to minimize the disruption of traffic and access to property.

6. EMERGENCY RESPONSE

In the event of an emergency, a Municipality may request CCTV inspection services from the Contractor. The Contractor shall respond, be on-site with all needed materials, equipment, and labor, and complete the work within 24 hours of the request.

7. MEASUREMENT OF PAYMENT

7.1 CCTV Inspection of Storm Sewers (6” to 42”) – This item includes the CCTV inspection of storm sewers ranging in size from 6 to 42 inches in diameter, including preparatory light cleaning and preparation and delivery of cleaning operations log, DVDs and inspection logs. This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment. The contractor will not be paid for redundant or overlapping CCTV inspections.

a. CCTV Inspection of Storm Sewers (48” to 72”) – This item includes the CCTV inspection of storm sewers ranging in size from 48 to 72 inches in diameter, including preparatory light cleaning and preparation and delivery of cleaning operations log, DVDs and inspection logs. This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment. The contractor will not be paid for redundant or overlapping CCTV inspections.

7.2 CCTV Inspection of Sanitary Sewers (various size ranges) with Concurrent Dyed-water Flooding – This item includes the CCTV inspection of sanitary sewers ranging in size from 8 to 42 inches in diameter, including preparatory light cleaning, concurrent dyed-water flooding of storm sewers (and ditches, where present) crossing or parallel to the sanitary sewer, and preparation and delivery cleaning operations log, DVDs and inspection logs. This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment for the size range indicated. The contractor will not be paid for redundant or overlapping CCTV inspections.

7.3 CCTV Inspection of Sanitary Sewers (various size ranges) (no dyed-water flooding) – This item includes the CCTV inspection of separate sanitary sewers or combine sewers ranging in size from 6 to 42 inches in diameter, including preparatory light cleaning and preparation and delivery of cleaning operations log, DVDs and inspection logs. This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment for the size range indicated. The contractor will not be paid for redundant or overlapping CCTV inspections.

7.4 Heavy Cleaning – This item includes heavy cleaning of the sewer as specified and at the direction and prior written approval of the Director of Public Works or his/her designee. This item will be measured in crew hours on site when heavy cleaning was successfully performed.

7.5 Root Cutting – This item includes root cutting as specified and at the direction and prior written approval of the Director of Public Works or his/her designee. This item will be measured in linear feet, for the sewer size range indicated, where root cutting was successfully performed.

7.6 Emergency CCTV Inspection (no dyed-water flooding) Sanitary or Storm Sewer (all pipe sizes – This

item includes the CCTV inspection of sanitary and/or storm sewers ranging in size from 8 to 42 inches in diameter, including preparatory light cleaning and preparation, delivery of DVDs and inspection logs within the 24-hour emergency response time frame. This item will be measured in the number of crew hours on-site in the Municipality. Response to requests for Emergency CCTV Inspection not within the required 24-hour emergency response time frame will be paid at the applicable non-emergency per-foot rate.

7.7 Sewer Condition Evaluation – This item includes the review and evaluation (including sewer repair recommendations) of the CCTV video inspections and logs by a sewer repair specialist and the preparation and delivery of “Sewer Footage Review” and “Sewer Repair” forms as specified. This item will be measured in linear feet of CCTV sewer inspection reviewed.

8. PERMITS

The contractor is responsible for obtaining all permits needed for CCTV inspection and dyed-water testing work within Municipality, County, State or Railroad rights-of-way. The cost for obtaining permits is incidental to the contract.

Municipality: _____

Public Works Department

Sewer Footage Review

Roadway: _____

DVD Date/Number: _____

Map Section: _____

Storm or Sanitary: _____

Date DVD was reviewed: ____ DVD was reviewed by: _____

Manhole or address numbers between which repair will take place:

Footage of damage from first point of reference listed above: _____

Located in: __pavement __parkway __easement Sewer depth: _feet/inches Sewer

diameter: __inches Material from which sewer is constructed: _____

Condition of sewer:

Recommended repair:

Additional comments:

Diagram: (Please provide drawing of section to be repaired and service connections) Bird's eye view

Bird's eye view



Manhole 1



Manhole 2

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- A. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids/Alternate Bids or Unit Prices.
- B. **Optional or Alternate Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.
- C. **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

- D. **Optional Price** is a base bid price that may be accepted in lieu of the base bid.

2. RESPONSIVE BID

- A. A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- B. Bidders shall promptly notify the Municipality of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. **Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.**

3. UNBALANCED BIDDING

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items or subsections are substantially out of line with the current market price for the materials and/or work covered herein.

The Municipality further reserve the right not to award or to negotiate any items whose unit prices or subsection appears excessive or unbalanced. Furthermore, the Municipality reserve the right to reject the unbalance item(s) and to contract with another provider for the services without giving further consideration to the bidder.

4. WITHDRAWAL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the Municipality's governing authority has accepted said bid.

5. DOCUMENT OBTAINED FOR OTHER SOURCES

QuestCDN.com is the only official source for bid packages and supporting materials. To ensure receipt of addenda and any other notices concerning this project, bidders must create an account with QuestCDN.com and download the bid packages and supporting materials from the website. Lake Zurich cannot ensure that bidders who do not use QuestCDN.com will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including

compliance with and attachment of all addenda and other notices, may, at Lake Zurich's discretion, be rejected as nonresponsive and/or the bidder disqualified. **In such cases, Lake Zurich will NOT rebid the project absent extraordinary circumstances.**

6. CONTACT WITH MUNICIPALITY PERSONNEL

All offerors are prohibited from making any contact with the respective Municipality' Presidents/Mayors, Trustees, or any other official or employee of the Municipality (collectively, "Municipal Personnel") with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The respective City/Village Manager or Administrator reserves the right to disqualify any offeror found to have contacted Municipal Personnel in any manner with regard to the request for proposals. Additionally, if the Manager or Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County or Lake County State's Attorney for review and prosecution.

7. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Municipality require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Municipality, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Lake Zurich to take appropriate measures to ensure the fairness of the bidding process.

The Village of Lake Zurich requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if a Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

8. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein)
- Experience
- Submittal of required documentation

Please identify references for similar projects as outlined above. Please include the organization, contact name, title, address, telephone number and cost of the project on the reference sheet provided herein.

Failure to provide references as identified may result in the bid being considered non-responsive with no further consideration for award.

9. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases

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to be made by the Municipality, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Lake Zurich shall not be responsible in any way for purchase orders or payments made by the other Municipality. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipality during the extended term of this Agreement.

Bidder and the other Municipality may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipality with all documentation as required in the RFB, and as otherwise required by the Village of Lake Zurich, including, but not limited to:

- 100% performance and payment bonds in the amount awarded by the respective Municipality
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each Municipality for work performed

10. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Municipality's Board of Trustees.

11. CHANGE ORDERS

The Municipality believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Municipality prior to execution.

- A. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- B. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work performed by the Contractor, a Subcontractor, or Sub-subcontractor.**
- C. Detailed written Requests for Change Orders must be submitted to the Municipality's Purchasing Agent. In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Municipality's Purchasing Agent.
- D. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- E. A written Change Order must be issued by the Municipality's Purchasing Agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

12. RESPONSIBILITY OF BIDDER

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Municipality, or who is a defaulter as to surety or otherwise upon any obligation to the Municipality.

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13. ADDITIONS/DELETIONS

The quantities indicated are estimated quantities. The Municipality do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality' requirements whether more or less than the estimated amount.

The Municipality reserve the right to increase and/or decrease quantities, or add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Municipality.

14. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

15. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Municipality and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipality, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required by the Contractor.

16. CHANGE IN STATUS

The Contractor shall notify the Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Municipality shall have the option to terminate their contract with the vendor immediately on written notice based on any such change in status.

17. TERMINATION

The Municipality reserve the right to terminate this Agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipality for work completed to date in accordance with the terms and conditions of this agreement. In the event that this Contract is terminated due to Contractor's default, the Municipality shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

18. TERMINATION FOR DEFAULT

The Municipality reserve the right to immediately terminate this Agreement with written notification for default. Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Municipality, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

19. REFERENCES

The Contractor shall provide customer references using the form identified herein. Each bidder must demonstrate at least five (5) years' prior experience, as a full-time firm, primarily, continuously and actively engaged in the work as identified in the Scope of Work.

The Municipality reserve the right to contact references, review financial statements and any other resources to determine the capability of the bidder.

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20. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor (s) identified, a written request from the Contractor and a written approval from the Municipality is required.

Failure to identify subcontractors could result in disqualification.

21. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Agreement between the Municipality and Contractor, the Municipality's Project Specifications, the General Terms & Conditions and Special Terms & Conditions and the Contractor's Bid Response.

22. JURISDICTION, VENUE, CHOICE OF LAW

This agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Lake County, State of Illinois.

23. PROPERTY OF THE MUNICIPALITY

All documents, findings and work products shall become the property of the Municipality upon payment for services rendered.

24. NON-ENFORCEMENT BY THE MUNICIPALITY

The Contractor shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Municipality, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

26. RESERVATION OF RIGHTS

The Municipality reserve the right to accept the Bid that is, in its judgment, the best and most favorable to the interests of the Municipality and the public; to reject the low price Bid; to reject any and all Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bid when to do so would not, in the Municipality' 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 Bid 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 the Bid. The enforcement of this Reservation of Rights by the Municipality shall not be considered an alteration of the bids.

27. NON APPROPRIATIONS

The Municipality reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Municipality governing authority.

28. COMPETENCY OF BIDDER

If requested in writing by the Municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

29. CONTRACTOR'S LICENSES

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipality.

30. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. Prior to performing any Work, Contractor and all subcontractors must obtain a business license in the Municipality. Contractor is directed to

the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Municipality's code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

31. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property. The Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. The Contractor shall be in charge of, and responsible for, maintaining the site and performing the Services, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Services are being performed. The Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. The Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

32. ADDITIONAL SAFETY STANDARDS

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois or authority having jurisdiction.

Any hazardous work practice(s) being conducted as determined by the Municipality shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Municipality to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Municipality if such is the case.

OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Municipality must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

33. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipality.

34. AUDIT/ACCESS TO RECORDS

A. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees

to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.

- C. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E. Records under the subsections above shall be maintained and made available during performance of the work under this loan agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G. This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

35. OMISSIONS/HIDDEN CONDITIONS

The drawings and/or specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

36. NEW PARTS AND MATERIALS: TITLE

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

37. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Bidder on its firm's letterhead, to be attached to and submitted with these

documents at the time of submission of the bid. **Each exception must refer to the page number and paragraph to which it pertains**. The nature of each exception shall be fully explained. Bidders are cautioned that any exceptions to these specifications may be cause for rejection of the bid.

Should a Bidder submit a bid where any exception is not clearly marked, described and explained, the Municipality will consider the bid to be in strict compliance with these specifications. If then awarded an agreement, the successful Bidder shall comply with all requirements in accordance with these specifications.

38. FIELD MODIFICATIONS

A field modification is written by the Municipality to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if the bidder fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

39. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Municipality and the issuance of a Notice to Proceed and purchase order.

40. GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Municipality before the final voucher on the contract is issued.

41. CONFIDENTIALITY

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a bid. If the Bidder desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the bid as "Proprietary and Confidential." In no event should all pages of the bid be so marked. The bid should include a separate written request clearly evidencing the need for confidentiality. The Municipality shall examine the bids to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the Bidder pertaining to this RFB will be considered public information and will be made available for inspection, unless otherwise determined by the Municipality. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Lake Zurich. Based upon the public nature of these RFB's, a Bidder must inform the Village of Lake Zurich, of the exact materials in the offer that the Bidder believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a. \$1,000,000 combined single limit - each occurrence
- b. \$1,000,000 personal and advertising injury;
- c. \$2,000,000 combined single limit - general aggregate; and
- d. \$1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- e. When the following box is checked - any general aggregate limit shall apply per project;
- f. Liability arising from premises and operations;
- g. Liability arising from the actions of independent contractors;
- h. When the following box is checked - liability arising from the explosion, collapse and underground hazards;
- i. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- j. Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Municipality, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Municipality under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a. \$5,000,000 combined single limit - each occurrence;
- b. \$5,000,000 combined single limit - aggregate other than products/completed operations and auto liability; and

- c. \$5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

- d. Commercial general liability;
- e. Business auto liability; and
- f. Employers' liability,

and shall follow form with the coverage provisions required for underlying insurance.

E. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, for claims alleging acts, errors or omissions by the Contractor or its subcontractors, arising from the rendering or failure to render Contractor's professional services under the Agreement.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Municipality; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Municipality of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Municipality.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.A., 1.B., 1.C. and 1.E. (when required) herein. The Contractor shall furnish subcontractor's certificates of insurance to the Municipality immediately upon the Municipality's request.
2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Municipality, in the Municipality's sole discretion.
4. Failure of the Municipality to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Municipality to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Municipality does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Municipality by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Municipality, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Municipality grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Municipality's prior written

approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Municipality as expenses.

9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:

- a. Agree to provide certificates of insurance to the Municipality evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;
- b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement.

10. Certificate of **Insurance** that states the Municipality has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The Municipality and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

2. WARRANTY

- A. Contractor warrants to the Municipality that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Municipality all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.
- B. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Municipality may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.
- C. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

3. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/0.01 *et seq.*, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Municipality.

4. EQUAL EMPLOYMENT OPPORTUNITY

The successful Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the consultant shall comply with any Fair Employment Ordinance that has been adopted by the Municipality.

5. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

6. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1, et seq.)

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Municipality, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Municipality project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Municipality with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

7. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

8. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

9. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

10. EQUALITY/BRAND NAME

Whenever this RFB mentions an item by name and uses specific descriptions, it is intended to convey to the Contractor an understanding of the standard of excellence required by the Municipality. Items of equal type, quality, and size, which will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required functions in accordance with this RFB may be offered. Manufacturer/model names provided in the bid specifications herein convey the standard and uniformity the Municipality demands.

It shall be understood that prior to bidding a substitute, the bidder must receive prior *written* approval. Therefore, it shall be understood that, by submitting a bid, the bidder is stating to the Municipality that no substitutions were made and that the bidder's pricing is based upon pre-approved brands.

The Municipality shall be the sole determiner about whether a substitute item is equal to the item specified.

11. SUBSTITUTIONS

No substitutions shall be allowed during the term of this agreement without written consent from the Municipality's Purchasing Division. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Department of Facilities.

12. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- a) References
- b) Disqualification of Certain Bidders (affirmation by signing bid form)
- c) Affidavit/Anti-collusion
- d) Conflict of Interest Form
- e) Tax Compliance
- f) Identification of Subcontractors
- g) Participation Affidavit

13. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond to serve as a guarantee that the bidders shall enter into a contract with the Municipality to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Municipality will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement may be rejected as non-responsive.

14. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 6.1 A performance bond satisfactory to the Municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by the Municipality as security for the faithful performance of the Municipality's contract; and
- 6.2 A payment bond satisfactory to the Municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by the Municipality.
- 6.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

15. COORDINATION

The Contractor shall appoint a single point of contact for communications and coordination with the Municipality. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

16. REPORTING

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Municipality weekly. The weekly report should also indicate any issues that the Contractors staff have experienced during the week as well as any work planned that was not accomplished.

17. SUPERVISION

The Contractor is responsible for supervising all employees and their work. Any work which the Municipality determines not to be satisfactory must be performed again at the Contractor's own expense. The Contractor's supervisor should conduct random or spot inspections of its employees work.

The Contractor's supervisor is also responsible for training new personnel and any additional training of experienced personnel as requested by the Municipality at the Contractor's expense. Training includes, but shall not be limited to, geographic areas of the Municipality, field equipment, and safety. The Municipality reserve the right to require a replacement of the Supervisor if they do not meet the Municipality' standards.

18. DAMAGES

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take all necessary steps to prevent damage to public right-of-ways, trees, businesses, houses, sidewalks, and other real or personal property. If any claims are filed by residents, the Contractor should resolve all claims and report the claim to the Municipality within 12 hours.

LABOR STATUTES, RECORDS AND RATES CONSTRUCTION CONTRACTS FOR STATE OF ILLINOIS

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

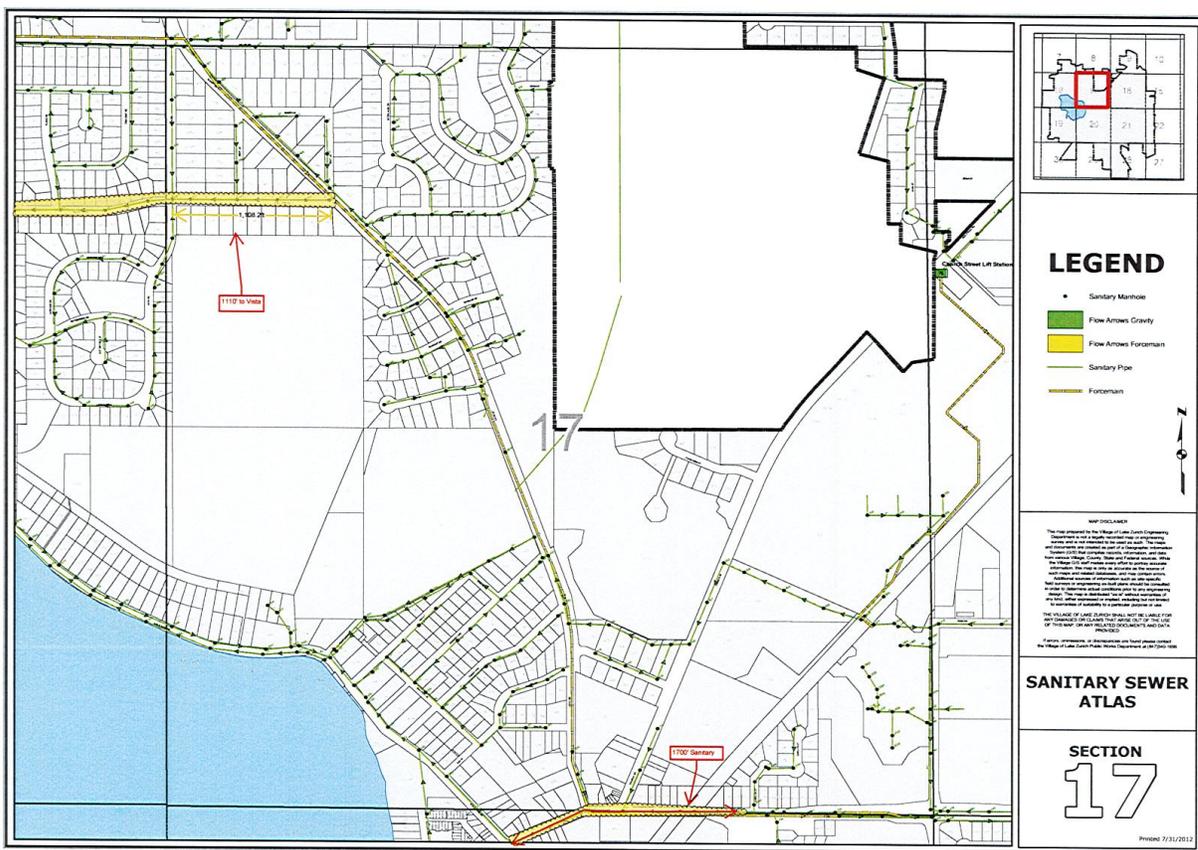
- 4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

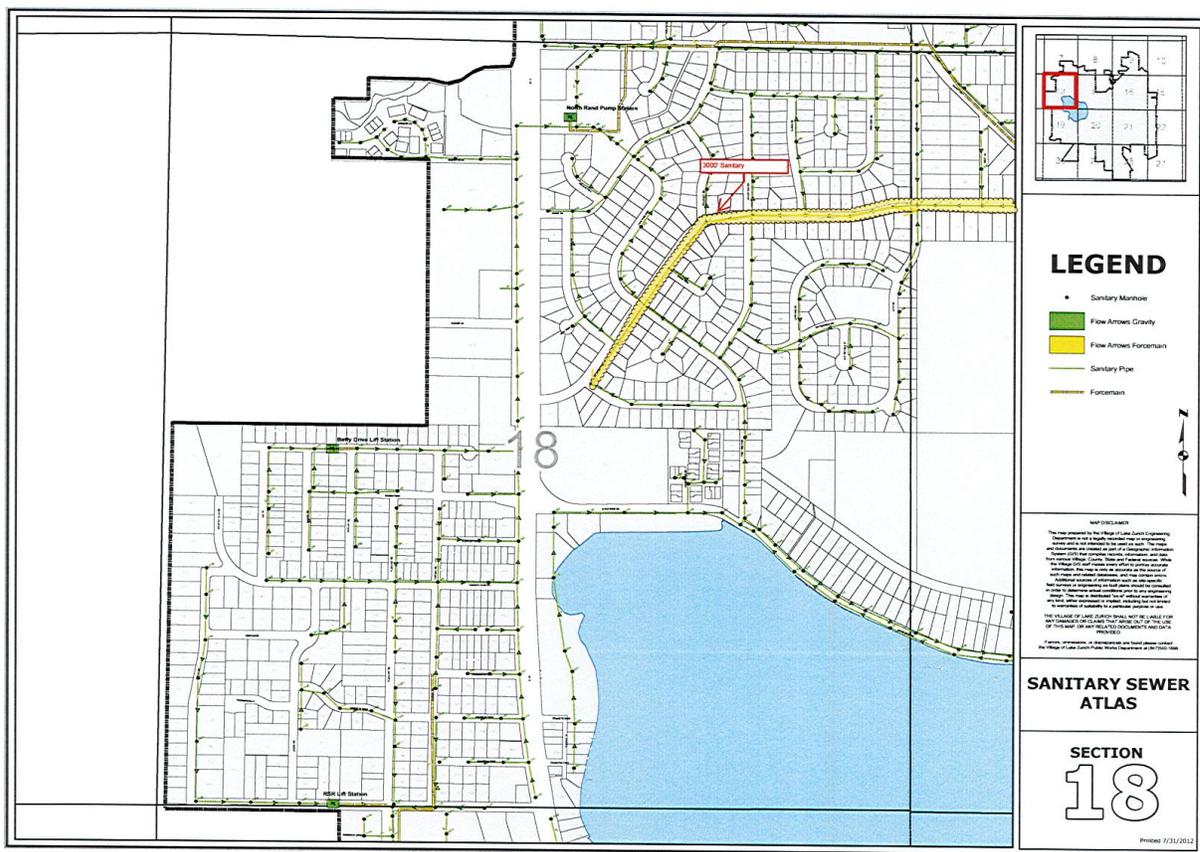
The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

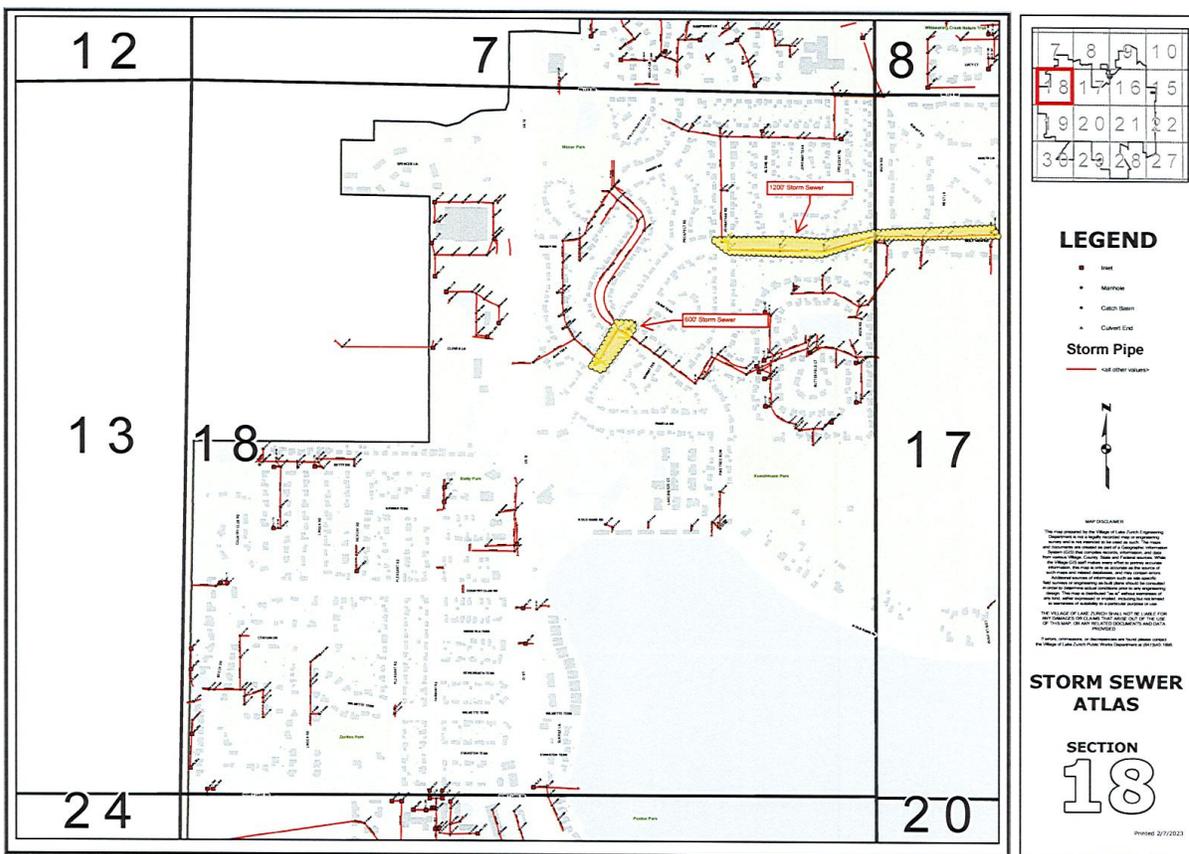
The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

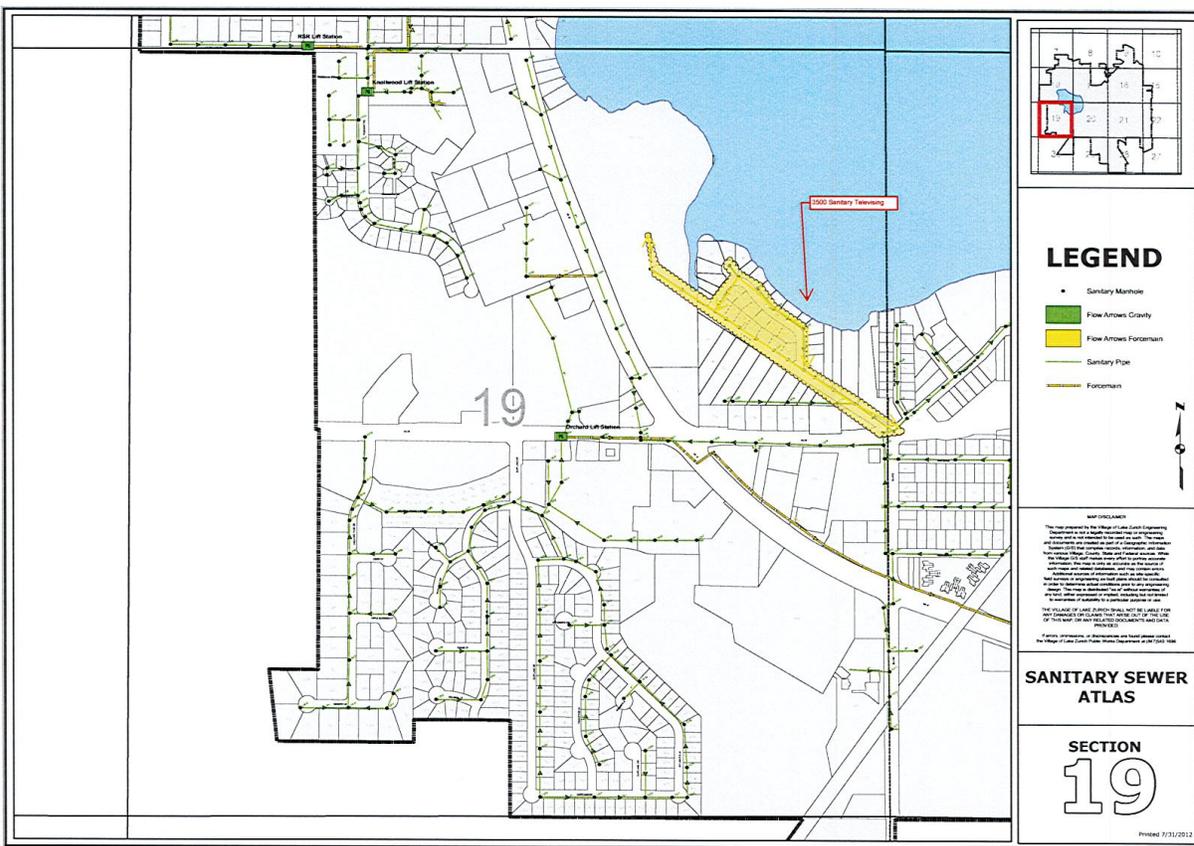
The current Prevailing Wages Rates for Cook County can be found at:

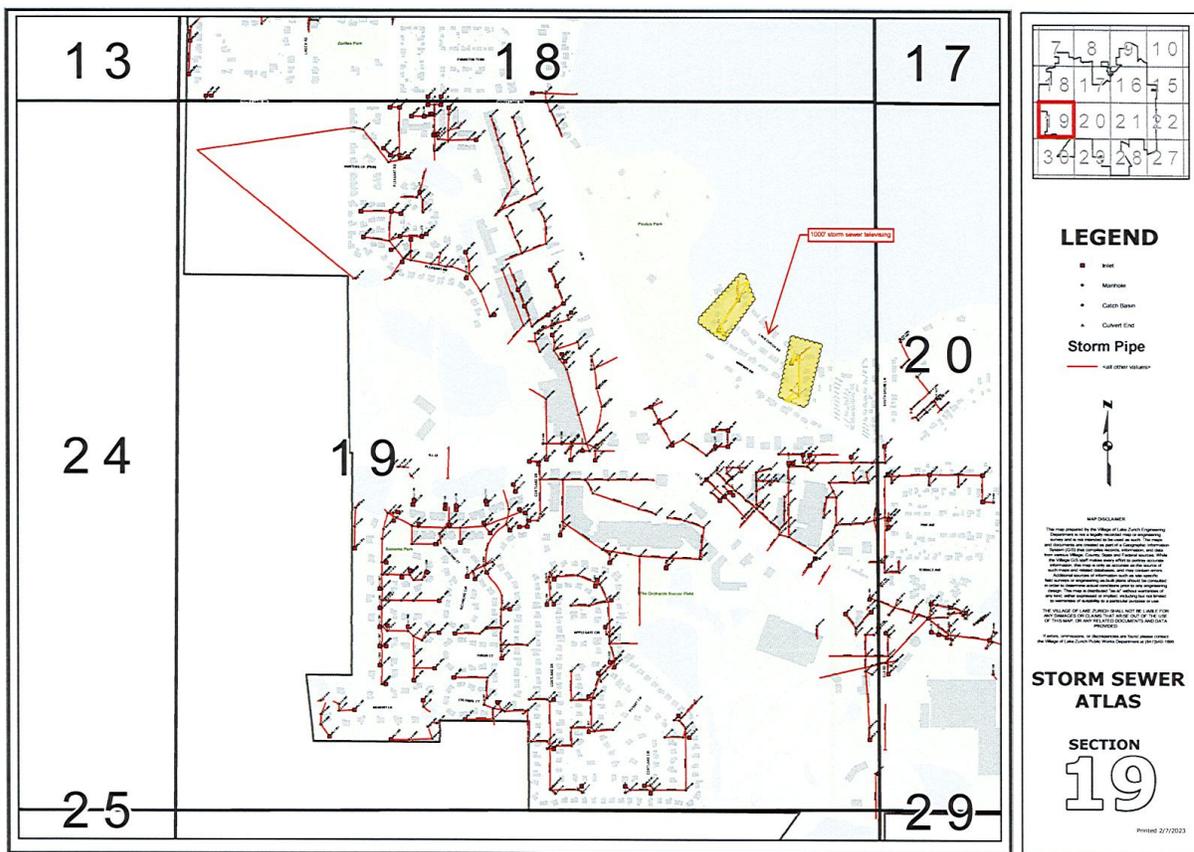
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

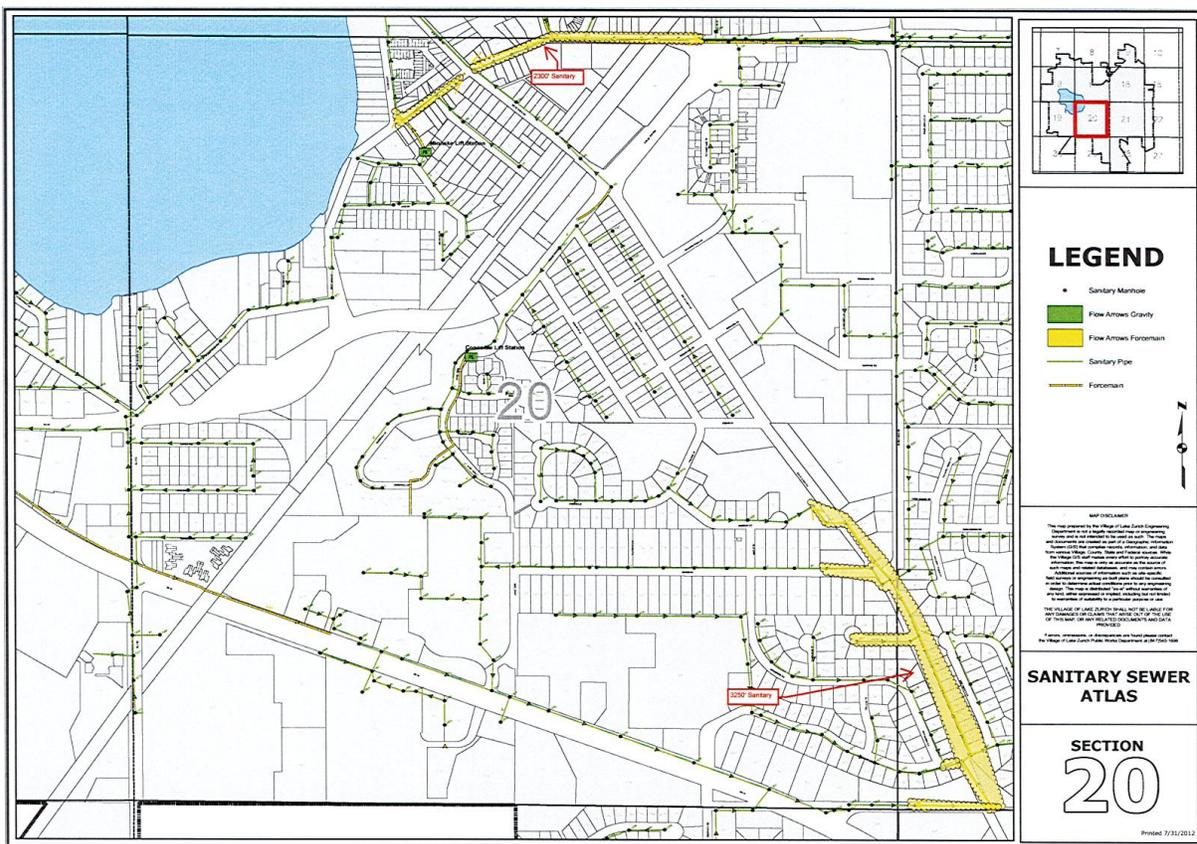


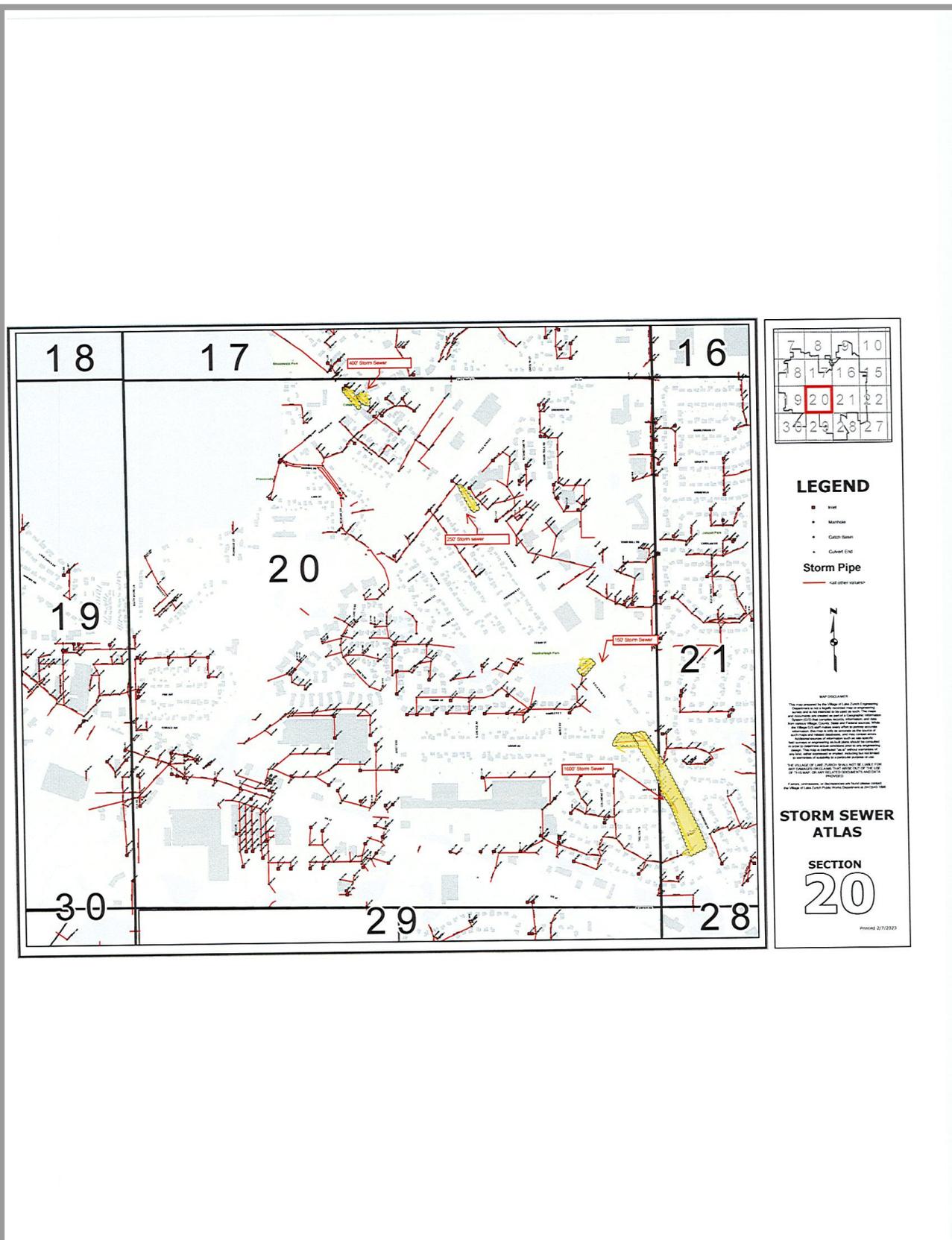


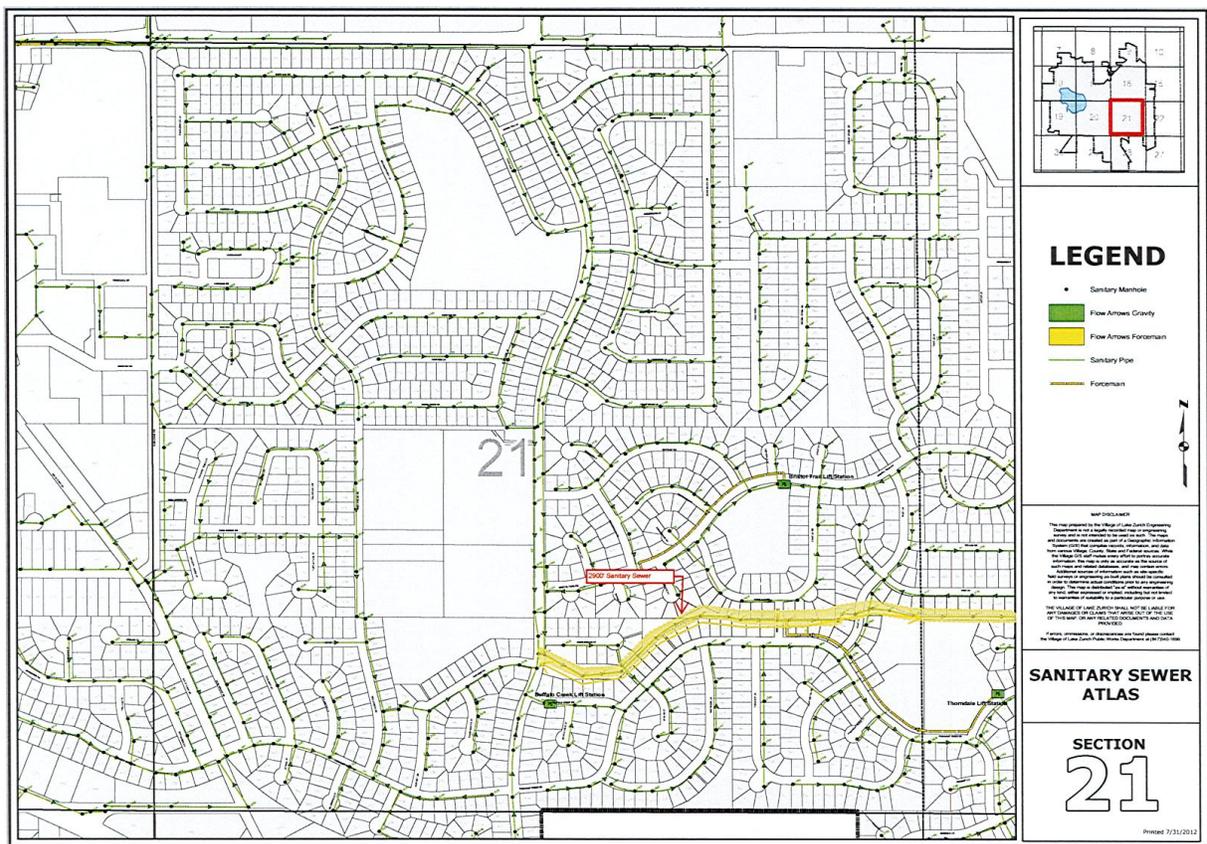


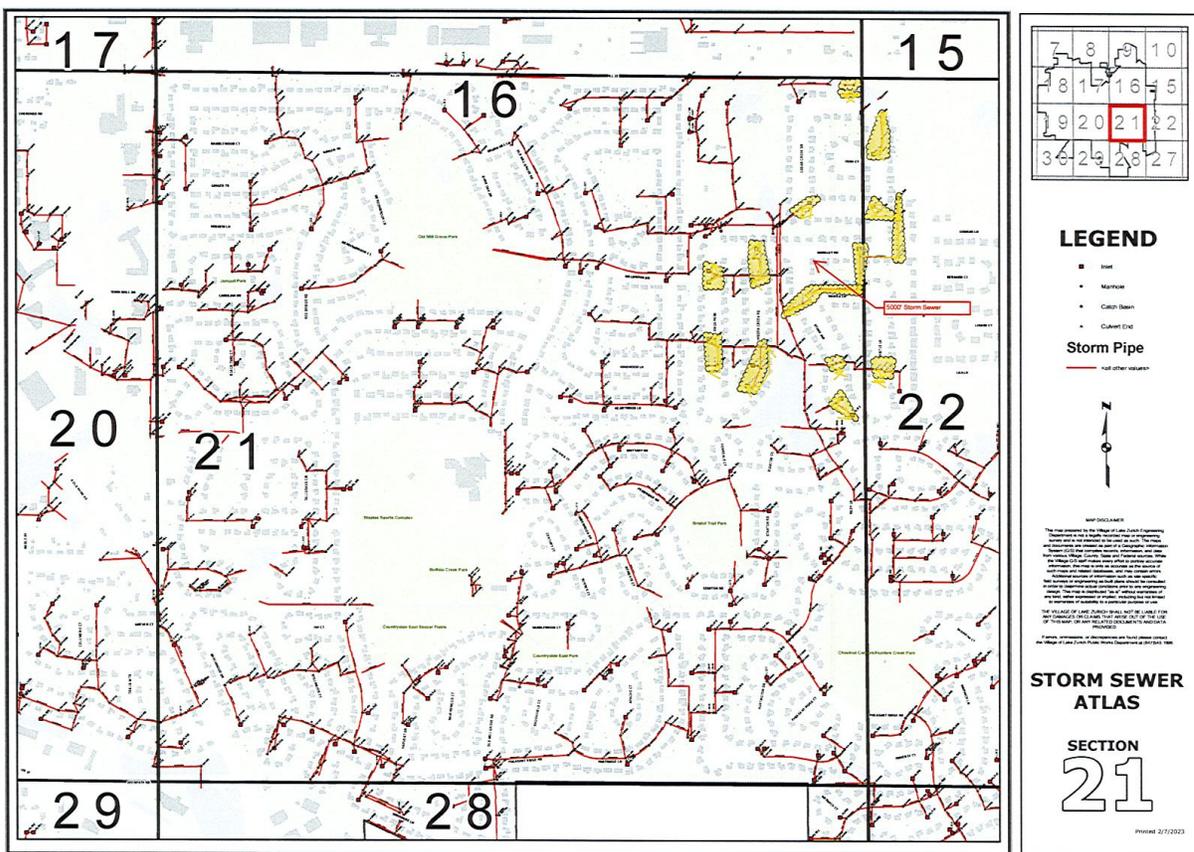


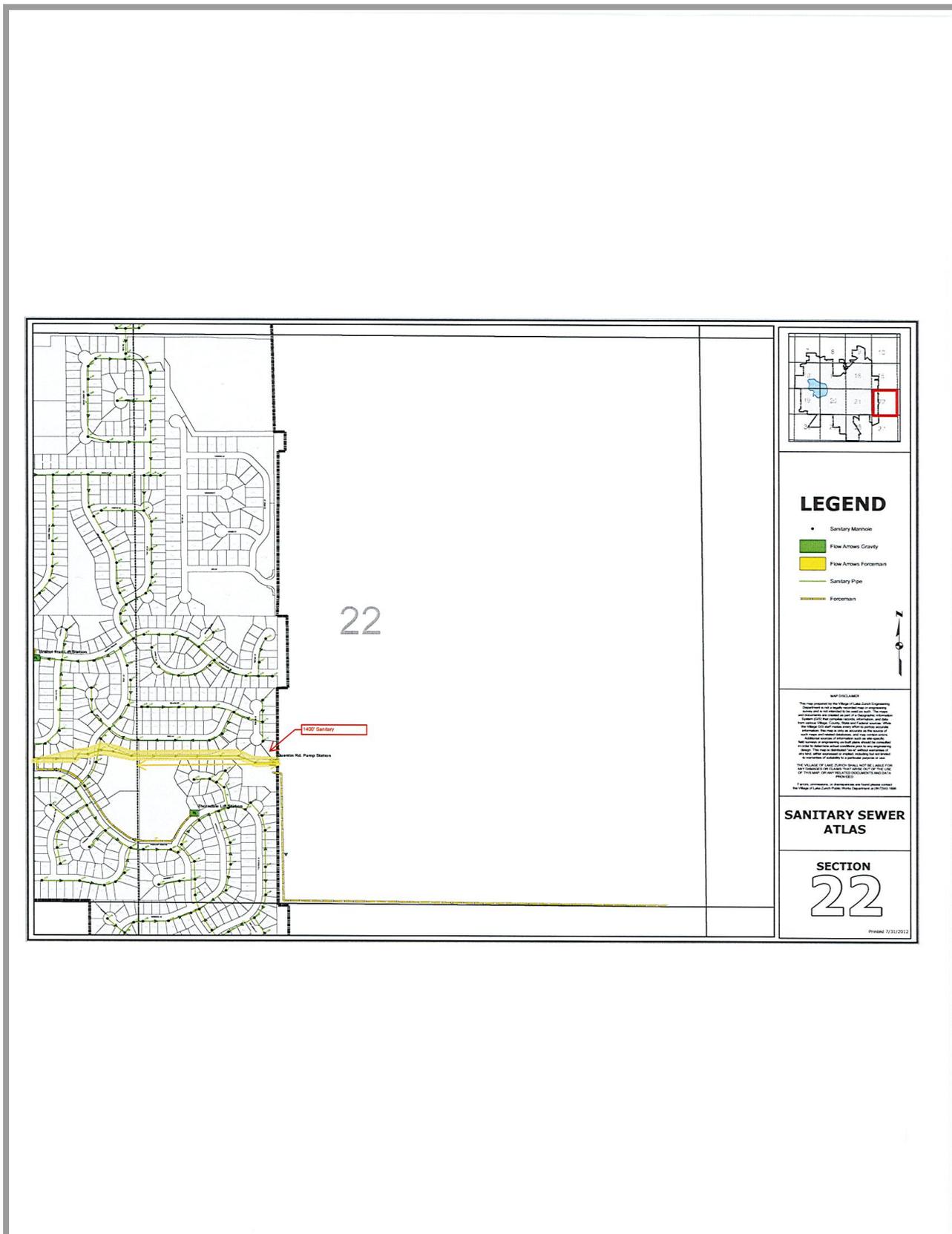














At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

MEMORANDUM

Date: April 29, 2024

To: Ray Keller, Village Manager *PK*

From: Kyle Kordell, Management Services Director

Subject: **Industrial TIF Redevelopment Inducement – Industrial Wire & Cable**

AGENDA ITEM
H

Issue: The Illinois Tax Increment Allocation Redevelopment Act allows for the Village of Lake Zurich to stimulate or induce redevelopment projects within the area designated in January 2023 as the Industrial TIF #4 Redevelopment Project Area.

The proposed development inducement resolution allows the Industrial Wire & Cable Corporation at 66 North Buesching Road to be eligible for future TIF reimbursements related to the acquisition and development of underutilized parcels at 595 Rose Road. Such redevelopment would raise the equalized assessed value of the entire TIF, thus generating future TIF increment.

Village Strategic Plan: This agenda item advances the following objectives in the Lake Zurich Strategic Plan:

- Financial Sustainability
 - Maximize existing and identify new revenue sources
- Economic Development
 - Develop proactive policies to promote economic development
 - Partner with the business community to determine how needs can be met
 - Expand the Village’s role as a major regional economic hub

Analysis: Industrial Wire & Cable has been operating in Lake Zurich since 2001. The company is a precision manufacturer of copper wire and cable products with 64 full-time employees. They operate out of an aged building originally built in 1967.

The company currently has a 100,000 square foot facility but would like to grow its manufacturing operations with an approximately 36,000 square-foot expansion into the adjacent vacant Rose Road property, which would create several new full-time industrial jobs.

This company is in the industrial TIF district and has engaged the Village on a potential TIF redevelopment agreement that could make this expansion possible. The company has had growth plans for a number of years but has been unable to proceed on land acquisition and development. The creation of this industrial TIF district has encouraged the company to start making plans for growth now in 2024, rather than continue waiting several additional years.

Recommendation: Staff recommends approval of the proposed inducement resolution for Industrial Wire & Cable.

VILLAGE OF LAKE ZURICH



RESOLUTION NO. 2024-05-_____

**A RESOLUTION OF THE VILLAGE OF LAKE ZURICH
LAKE COUNTY, ILLINOIS, TO INDUCE THE REDEVELOPMENT OF
CERTAIN PROPERTY WITHIN THE INDUSTRIAL DISTRICT TAX INCREMENT
FINANCING REDEVELOPMENT PROJECT AREA #4 FOR INDUSTRIAL WIRE &
CABLE CORPORATION AT 595 ROSE ROAD**

WHEREAS, the Village of Lake Zurich, Lake County, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and a non-home-rule municipality pursuant to the Illinois Constitution of 1970; and,

WHEREAS, in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (the “*Corporate Authorities*”), on January 4, 2023, pursuant to Ordinance Nos. 2023-01-491, 2023-01-492 and 2023-01-493, approved a Redevelopment Project Plan and Eligibility Report for an area designated as the Industrial Center Redevelopment Project Area (the “*Project Area*”), and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Project Area; and,

WHEREAS, the Village has been approached by Industrial Wire and Cable Corporation (the “*Developer*”), who proposes to develop certain property located within the Project Area, commonly known as 595 Rose Road (the “*Subject Property*”) and to operate a manufacturing and distribution facility (the “*Project*”); and,

WHEREAS, the Developer has also informed the Village that the ability to undertake the Project on the Subject Property shall require financial assistance from the Village for certain improvements that would be incurred in connection with the acquisition and redevelopment,

which costs would constitute “*Redevelopment Project Costs*” as such term is defined in the TIF Act; and,

WHEREAS, the Developer would like to incur certain costs in connection with the Project prior to the adoption of any ordinance authorizing the execution of a redevelopment agreement pertaining to the Subject Property with the Village wherein reimbursement for such costs may be considered between the parties’ subject to certain terms and conditions; and,

WHEREAS, the Developer desires such costs related to the Project are able to qualify for consideration as redevelopment project costs that can be reimbursed utilizing incremental real estate taxes pursuant to the TIF Act, provided that such costs constitute “*Redevelopment Project Costs*”, as such term is defined in the TIF Act; and,

WHEREAS, this Resolution is intended to allow the Developer to incur certain costs relating to the redevelopment of the Subject Property that may be considered “*Redevelopment Project Costs*”, as such term is defined in the TIF Act, prior to adoption of any ordinance authorizing the execution of a redevelopment agreement pertaining to the Subject Property with the Village, subject to the conditions set forth in Section 3 of this Resolution.

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 and made a part hereof.

Section 2. That the Corporate Authorities may consider expenditures that are “*Redevelopment Project Costs*”, as such term is defined in the TIF Act, in connection with the Project, incurred prior to the approval and execution of a redevelopment agreement with the Developer, to be expenditures that are eligible for reimbursement through the TIF Act to the extent the Project is in furtherance of the redevelopment plan and project for the overall Project Area.

Section 3. That all undertakings of the Village set forth in this Resolution are specifically contingent upon the Village approving and executing a redevelopment agreement with the Developer, or a successor or assignee of the Developer, which provides for the redevelopment of the Subject Property in accordance with the terms and conditions to be negotiated by the parties.

Section 4. That any financial assistance rendered to the Developer by the Village shall be contingent upon the authority, restrictions, terms, and conditions imposed by the TIF Act.

Section 5. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED by the President and the Village Board of Trustees of the Village of Lake Zurich, Illinois, this ____ day of May 2024, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this ____ day of May, 2024.

Village President

Village Clerk



At the Heart of Community

PARK AND RECREATION DEPARTMENT

200 South Rand Road
Lake Zurich, Illinois 60047

(847) 438-5146
LakeZurich.org

MEMORANDUM

Date: May 6, 2024

To: Ray Keller, Village Manager *PK*

From: Bonnie Caputo, Recreation Director

Subject: Park and Recreation Pavilion Event Request FY24

AGENDA ITEM
H

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 pavilion event requests the Park and Recreation Department is requesting approval for FY24:

Event	Date(s) and Time(s)	Location	Estimated Attendance
Phillips Pavilion	7/20/24	Paulus Park	140
Reservation	10am-7pm	Lakeside Pavilion	

Recommendation: Staff recommends accepting the above applicant request to utilize Paulus Park property.

w/Attachments: Pavilion & Field Reservation Application

PAULUS PARK PAVILION & FIELD

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

PAVILION RENTALS	FIELD RENTALS
<input type="checkbox"/> Woodland Trails Pavilion - 200 S. Rand Rd <input type="checkbox"/> Playground Pavilion - 200 S. Rand Rd <input type="checkbox"/> Center Stage Pavilion - 200 S. Rand Rd <input checked="" type="checkbox"/> Lakeside Pavilion - 200 S. Rand Rd <input type="checkbox"/> Paulus Park Stage - 200 S. Rand Rd	<input type="checkbox"/> Braemar Park - 608 Chesterfield Ln <input type="checkbox"/> Bristol Trails Park - 1130 Bristol Trails Rd <input type="checkbox"/> Buffalo Creek Park - 675 Old Mill Grove Rd <input type="checkbox"/> Chestnut Corners/Hunters Creek - 1235 Pheasant Ridge Dr <input type="checkbox"/> Countryside East Soccer - 683 Old Mill Grove <input type="checkbox"/> Countryside West Soccer - 1200 Deerpath <input type="checkbox"/> Manor Park - 5 Miller Rd <input type="checkbox"/> Old Mill Grove Park - 285 Old Mill Grove <input type="checkbox"/> Orchards Park - 567 Lawrence <input type="checkbox"/> Staples Park - 510 Red Bridge Rd <input type="checkbox"/> Wicklow Ball Field - 815 March Street <input type="checkbox"/> Wicklow West Park - 1154 O'Malley Street <input type="checkbox"/> Zurites Park - 71 Pleasant

1 Date of Rental JULY 20th, 2024

(S)(M)(T)(W)(T)(F)(S)

Arrival 10:00 Departure 7:00 pm

2 Contact NILESH PHILLIPS

Cell 224-275-4104

Home 630-415-5333

3 Street Address 1060, CEDAR CREEK DR. City LAKE ZURICH

4 E-Mail Address nilesh_phillips@hotmail.com Date of Birth 11/26/72

5 Purpose of Rental Graduation Party

6 Expected Attendance under 100 140 Will Alcohol Be Served? Yes No (If yes, see policy 13)

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

7 Please describe any material, literature or equipment you will supply for your group:
would like to use the volleyball court

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?)

WILL YOU BE USING SPECIAL EQUIPMENT?
 Yes No (If so, please specify) our own music system (will be respectful of noise level)

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/FEEES ARE APPLICABLE**

FACILITY RENTAL POLICIES

Please read all Shelter and Field Policies before submitting application

- 1** The Lake Zurich Park and Recreation Department reserves the right to cancel any reservation for the use of an athletic field if it is needed for the use of a Lake Zurich affiliated youth or adult league. The Lake Zurich Park and Recreation Department shall endeavor a 72 hour notice in the event a reservation is required to be canceled.

- 2** Reservations are on a first-come, first-served basis. Applications are accepted in January for the current year only. No reservations are taken over the phone. Availability may be checked by calling 847-438-5146 x1. No dates can be reserved until the park usage application has been submitted, paid in full and approved by the Recreation Director. Sheltered pavilions include 5 picnic tables at Paulus Park shelters only. Any additional picnic tables needed must be brought in or you can use any unused picnic tables around the park. All other parks, please stop out to your site prior to the rental as no additional tables will be brought out.

- 3** The applicant is required to be at least 21 years of age and must remain on-site at all times during the use period. The renter must produce their receipt upon request by Police or Park and Recreation personnel and shall be responsible for the conduct of their group and maintenance clean-up at the end of their rental. Please note that if you should have any issues at the shelter rental (outside of business hours Monday-Friday), please keep the beach phone number of 847-540-5067 on hand as a manager can help to assist you on the weekends (June-July).

- 4** The Village of Lake Zurich needs to approve all equipment used on Village property. Certificate of insurances are needed for tents, catering and any special equipment brought onto Village property. This certificate of insurance must be for at least \$1,000,000 coverage in commercial general liability insuring the Village of Lake Zurich as additional insured and yourself. Please note that additional equipment approved to be used at your rental that needs to be staked down into the ground requires the applicant to contact JULIE (Call 811 OR 1-800-892-0123 to place a local request) for locates (may require you to be on site for locate of your shelter site).

- 5** Fires are only permitted in the shelter grill. Bonfires are not allowed in the park or on the beach. Charcoal is only to be used in the grills provided at the shelter. Gas and propane grills are allowed. The grills base must be at least 24 inches from the surface on which it rests; grills are not permitted on picnic tables. Coals must be thoroughly extinguished, cooled and disposed of in disposal receptacles NOT garbage cans. All fires must be carefully supervised and extinguished before the group leaves the site.

- 6** All Village of Lake Zurich park rules apply to rentals. No fireworks allowed at any time. No vehicles are allowed in any of our parks (park pathways, grass, etc.) except for the parking lots. Driving through the park even down to your shelter is prohibited (all supplies for your rental including catering, tables, chairs, grills, etc. must be brought down by hand). Smoking is not permitted in the Village of Lake Zurich facilities. All trash and garbage must be placed in appropriate receptacles. No glass of any kind is allowed on park grounds.

- 7** For parks near the water, swimming is only allowed in the designated beach areas when a lifeguard is on duty. Group swim information can be obtained at the office.

- 8** Fishing is allowed on Lake Zurich. Anyone over 15 years old requires an Illinois fishing license.

- 9** Loudspeakers, public address systems, musical instruments, bands or amplified equipment are not allowed without the permission of the Park and Recreation Department.

- 10** Any violation of the park rules and regulations, Park and Recreation or Village ordinances, shall be just cause for immediately revoking the reservation and may be cause for future denial for use of shelter. This includes area being cleaned up at the end of the event.

- 11** Groups with youth under the age of 18 must have one adult over age 21 for every 10 youths. Any group which does not have adequate supervision or fails to maintain discipline will be asked to leave.

- 12** Proof of liability insurance may be required by the Village of Lake Zurich. Organized athletic leagues renting the fields will be required to provide the Village of Lake Zurich with a copy of their certificate of insurance, a league schedule and a copy of the team roster (if applicable) prior to league play. Payment of fees must be made prior to any scheduled league games.

- 13** No alcoholic beverages of any kind are permitted in the facilities or on the grounds unless you have approval from the Recreation Director and meet the following requirements (**LAKE ZURICH RESIDENTS ONLY**):
- a) pay a non-refundable fee per event to allow your party to be added to the Village of Lake Zurich's insurance policy as an additional insured or see section b below.
 - b) by providing a Certificate of Insurance. This Certificate must be for \$2,000,000 Host Liquor Liability with the Village of Lake Zurich added as an additional insured through the homeowner's or renter's insurance.
 - c) by providing your local liquor license from Village Hall, 70 E. Main Street (\$50). Your reservation form will indicate whether alcohol is permitted or not. If underage drinking is going on, staff will be required to contact the police.
 - d) further information on obtaining a liquor license can be found at lakezurich.org/liquor. Please note that alcohol is prohibited on Village beaches.

14 Renter must begin their party set up at their scheduled reservation time. Place all refuse in garbage cans prior to your reserved ending time as no additional clean up time is allowed. Each Paulus Park shelters have 5 picnic tables -- Any additional tables needed must be brought in or you can use any unused picnic tables around the park.

15 Only certain parks have restroom facilities or portable toilets during the summer season. Paulus and Breezewald parks have indoor restroom facilities on the park property (on a locked timer opened dawn to dusk).

16 Leashed dogs are welcome to use park pathways, except as posted for special events or conditions. Please care for your pet: A \$250 fine will be assessed for individuals who do not clean up after their dog. A \$500 fine will be assessed for dogs that are off leash. Please refrain from feeding wildlife.

17 Any custodial service required over and above the group's normal clean-up will be charged at the rate of \$25 per hour.

18 In an emergency, please call the non-emergency police at 847-438-2349 or 911. If your shelter rental is during the week from 8:30am-4pm and you experience any issues you need assistance with, please contact the Barn at 847-438-5146. If your rental is on the weekend and you need assistance, you may contact the Beach Manager as early as 10am (during regular season hours or 12pm for pre/post season hours) at 847-540-5067 for assistance.

19 In the event of inclement weather (lightning, thunder, etc.), reservations will be given a full refund or transferred to an alternate date. No rain dates can be made in advance. The Village of Lake Zurich reserves the right to cancel athletic field reservations in the event of wet weather conditions that could result in damage to turf areas. Any rescheduled reservations **MUST** be cleared through the Park & Recreation department to avoid conflicts.

CANCELATION POLICY

If you need to cancel your rental, please contact us immediately. Cancellations made within 15 days of the rental date will receive the full amount of the rental fee refunded less a 10% service charge (minimum \$5, maximum \$15) with a full refund of your deposit. If a cancellation is made with less than 15 days notice, the Park and Recreation Department will retain the rental fee and refund; this includes reservations made less than 15 days from the rental date.

RENTAL CATEGORIES & HOURLY RATES

R = Resident NR = Non-Resident CR = Civic Resident CNR = Civic Non-Resident

	R	NR	CR	CNR
Shelter Rental under 100 people	\$90/day	\$125/day	\$45/day	\$62.50/day
Shelter Rental over 100 people	\$120/day	\$175/day	\$60/day	\$87.50/day
Field Rentals (up to 3 hours)	\$50/day	\$70/day	\$25/day	\$40/day

- Shelter rentals for 100+ people require both Park Advisory Board and Village Board approval.
- Events such as weddings, races, etc. may be subject to park use fees which vary from \$400-\$600 per day.

RENTAL GROUP CATEGORIES

Resident:

Individuals residing within the Village of Lake Zurich whose usage is not intent on making a profit or charging a donation (parties, showers, receptions, social events).

Non-Resident:

Individuals not residing within the Village of Lake Zurich whose usage is not intent on making a profit or charging a donation (parties, showers, receptions, social events).

Civic-Resident:

Non-profit groups, civic organizations, governmental units, etc. whose usage is not intent on making a profit or charging a donation (church groups, scouts, homeowners' associations, SAA). There is a maximum of 3 hours for rentals by civic organizations.

WAIVER AND RELEASE OF ALL CLAIMS

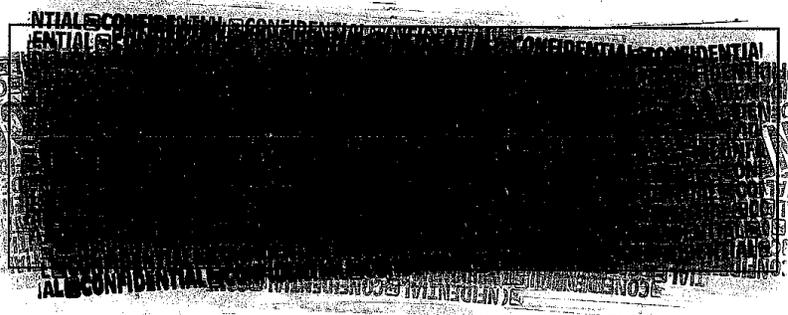
The undersigned participant agrees to obey all Village of Lake Zurich rules and regulations, as well as Village of Lake Zurich employees.

As a user of this facility, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injuries, including death, damages or loss which I, or any of my guests may sustain as a result of participating in any and all activities connected with or associated with use of stated facility. I do hereby fully release and discharge the Village of Lake Zurich and its officers, agents, servants and employees from any and all claims resulting from injuries, damages and losses sustained during the use of stated facility. I have read and fully understand the above details and waiver and release of all claims.

I have read the Village of Lake Zurich's policies and agree to abide by them or risk forfeiture of our facility rental or security payment.

[Handwritten Signature]
Signature of Applicant

2/26/24
Date



MAIL/FAX PAYMENT TO:
Village of Lake Zurich
200 S. Rand Road
Lake Zurich, IL 60047
FAX: 847.380.5471

OFFICE USE ONLY

Paid Date *2-26-24* Amount *\$90*

Other Charges _____ = _____

Total Owed = *0*

Recreation Supervisor/Director *[Signature: Julie Bradley]*

Approved Disapproved Date *2-26-24*

Alcohol Permit Provided Certificate of Insurance Provided

Special Event Application Yes No

Tent Permit Required Yes No

Outlook Calendar Calendar

Rectrac

FACILITY SALES RECEIPT

Receipt # 170221
Payment Date: 02/26/24
Household: 4283

Lake Zurich IL 60047
 Phone:
 Visit us on the Web at: www.lakezurich.org/parkandrec

Nilesh Phillips
 1060 Cedar Creek Dr
 Lake Zurich IL 60047
nilesh_phillips@hotmail.com

Hm Ph: (412)725-6231

Reservation Details: Paulus Park, Lakeside Pavilion

Address: 200 South Rand Rd., Lake Zurich, IL, 60047
Reserv. Contact: Nilesh Phillips
Phone Number: (847)307-8587
Reserv. Number: 1977
Status: Firm
Purpose: Graduation Party
Anticipated Count: 90

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 07/20/2024 10:00A to 7:00P	90.00	90.00	90.00	90.00	0.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Resident Shelter Fee Under 100	90.00	1.00	0.00	0.00	90.00

Special Questions: Maintenance Comment Code:
 Reservation Comment Code:
 Event Type:
 Print Opt:
 Site Type:
 Link to Reservation #: 1977
 Display Reservation on WebTrac: No
 Web Event: No

Processed on 02/26/24 @ 12:26pm by BRADLEY

Total New Fees 90.00
 Discount Applied 0.00
 Total New Taxes 0.00

Total Due 90.00

Total Fees Paid 90.00
 Total Taxes Paid 0.00

Total Paid 90.00

Household Balance Information

Overall Household Credit Balance Available 0.00
 Overall Household Balance Due 0.00

Payment of: 90.00 Made By: CREDIT CARD Auth: 08209D Card#: xxxxxxxxxxx3863 With Reference: July 20th Lakeside Pavilion

Payment will show on your credit card statement as: VSI*LAKEZURICHPARKREC

FACILITY SALES RECEIPT

Receipt # 170221
Payment Date: 02/26/2024
Household: 4283



Reservee: Sherylann Phillips
 Reservation No: 1977
 1060 Cedar Creek Dr
 Lake Zurich, IL 60047
 (412)725-6231

SHELTER/STAGE AND FIELD RENTAL RULES AND REGULATIONS

Please read all Shelter and Field Policies before submitting application:

1 The Lake Zurich Park and Recreation Department reserves the right to cancel any reservation for the use of an athletic field if it is needed for the use of a Lake Zurich affiliated youth or adult league. The Lake Zurich Park and Recreation Department shall endeavor a 72 hour notice in the event a reservation is required to be canceled.

2. Reservations are on a first-come, first-served basis. Applications are accepted in January for the current year only. No reservations are taken over the phone. Availability may be checked by calling 847-438-5146 x1. No dates can be reserved until the park usage application has been submitted, paid in full and approved by the Recreation Manager. Sheltered pavilions include 5 picnic tables at Paulus Park shelters only. Any additional picnic tables needed must be brought in or you can use any unused picnic tables around the park. All other parks, please stop out to your site prior to the rental as no additional tables will be brought out.

3 The applicant is required to be at least 21 years of age and must remain on-site at all times during the use period. The renter must produce their receipt upon request by Police or Park and Recreation personnel and shall be responsible for the conduct of their group and maintenance clean-up at the end of their rental. Please note that if you should have any issues at the shelter rental (outside of business hours Monday-Friday), please keep the beach phone number of 847-540-5082 on hand as a manager can help to assist you on the weekends (June-Aug).

4 The Village of Lake Zurich needs to approve all equipment used on Village property. Certificate of insurances are needed for tents, catering and any special equipment brought onto Village property. This certificate of insurance must be for at least \$1,000,000 coverage in commercial general liability insuring the Village of Lake Zurich as additional insured and yourself. Please note that additional equipment approved to be used at your rental that needs to be staked down into the ground requires the applicant to contact JULIE (Call 811 OR 1-800-892-0123 to place a local request) for locates (may require you to be on site for locate of your shelter site).

5 Fires are only permitted in the shelter grill. Bonfires are not allowed in the park or on the beach. Charcoal is only to be used in the grills provided at the shelter. Gas and propane grills are allowed. The grills base must be at least 12 inches from the surface on which it rests; grills are not permitted on picnic tables. Coals must be thoroughly extinguished, cooled and disposed of in disposal receptacles NOT garbage cans. All fires must be carefully supervised and extinguished before the group leaves the site.

6 All Village of Lake Zurich park rules apply to rentals. No fireworks allowed at any time. No dogs or pets are allowed. No vehicles are allowed in any of our parks (park pathways, grass, etc.) except for the parking lots. Driving through the park even down to your shelter is prohibited (all supplies for your rental including catering, bouncy houses, tables, chairs, grills, etc. must be brought down by hand). Smoking is not permitted in the Village of Lake Zurich facilities. All trash and garbage must be placed in appropriate receptacles. No glass of any kind is allowed on park grounds.

7 For parks near the water, swimming is only allowed in the designated beach areas when a lifeguard is on duty. Group swim information can be obtained at the office.

FACILITY SALES RECEIPT

Receipt # 170966
Payment Date: 04/17/24
Household: 4283

Lake Zurich IL 60047
 Phone:
 Visit us on the Web at: www.lakezurich.org/parkandrec

Nilesh Phillips
 1060 Cedar Creek Dr
 Lake Zurich IL 60047
 nilesh_phillips@hotmail.com

Hm Ph: (412)725-6231

Reservation Details: Paulus Park, Lakeside Pavilion

Address: 200 South Rand Rd., Lake Zurich, IL, 60047
Reserv. Contact: Nilesh Phillips
Phone Number: (847)307-8587
Reserv. Number: 1999
Status: Firm
Purpose: Graduation Party

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 07/20/2024 12:00A to 12:00A	120.00	120.00	120.00	120.00	0.00

<u>Fee Details:</u>	<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
	Resident Shelter Fee Over 100	120.00	1.00	0.00	0.00	120.00

Special Questions: Maintenance Comment Code:
 Reservation Comment Code:
 Event Type:
 Print Opt:
 Site Type:
 Link to Reservation #: 1999
 Display Reservation on WebTrac: No
 Web Event: No

Processed on 04/17/24 @ 10:11am by MARISA

Total New Fees	120.00
Discount Applied	0.00
Total New Taxes	0.00
Total Due	120.00

Total Fees Paid	120.00
Total Taxes Paid	0.00
Total Paid	120.00

Household Balance Information

Overall Household Credit Balance Available 0.00
 Overall Household Balance Due 0.00

Payment of: 30.00 Made By: CREDIT CARD Auth: 04113D Card#: xxxxxxxxxxx3863 With Reference:
 Payment of: 90.00 Made By: Credit Balance With Reference:

FACILITY SALES RECEIPT

Receipt # 170966
Payment Date: 04/17/2024
Household: 4283



Reservee: Sherylann Phillips
 Reservation No: 1999
 1060 Cedar Creek Dr
 Lake Zurich, IL 60047
 (412)725-6231

SHELTER/STAGE AND FIELD RENTAL RULES AND REGULATIONS

=====

Please read all Shelter and Field Policies before submitting application:

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- 2 Reservations are on a first-come, first-served basis. Applications are accepted in January for the current year only. No reservations are taken over the phone. Availability may be checked by calling 847-438-5146 x1. No dates can be reserved until the park usage application has been submitted, paid in full and approved by the Recreation Manager. Sheltered pavilions include 5 picnic tables at Paulus Park shelters only. Any additional picnic tables needed must be brought in or you can use any unused picnic tables around the park. All other parks, please stop out to your site prior to the rental as no additional tables will be brought out.
- 3 The applicant is required to be at least 21 years of age and must remain on-site at all times during the use period. The renter must produce their receipt upon request by Police or Park and Recreation personnel and shall be responsible for the conduct of their group and maintenance clean-up at the end of their rental. Please note that if you should have any issues at the shelter rental (outside of business hours Monday-Friday), please keep the beach phone number of 847-540-5082 on hand as a manager can help to assist you on the weekends (June-Aug).
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- 7 For parks near the water, swimming is only allowed in the designated beach areas when a lifeguard is on duty. Group swim information can be obtained at the office.



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telsler Road
Lake Zurich, Illinois 60047

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

AGENDA ITEM

4

MEMORANDUM

Date: May 1, 2024

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Director of Public Works

Subject: **Ordinance Appointing Director & Alternate Director to CLCJAWA Board**

Issue: The Village has entered into an Intergovernmental Agreement with other units of local government for the purpose of providing each member municipality to appoint one Director and one Alternate Director to the Agency Board of CLCJAWA.

Analysis: The Intergovernmental Agreement provides that each member municipality shall appoint one Director and one Alternate Director to the Agency Board. Section 9 of the Agreement requires the Director and Alternate Director to be the Village President, an elected member of the corporate authority, or other elected official of the municipality and that the Agreement requires appointments to be made by Ordinance.

Recommendation: Staff recommend the Village Board approved the ordinance to appoint Mayor Tom Poynton as Director and Trustee William Riley as Alternate Director to the Central Lake County Joint Action Water (CLCJAWA) Agency Board.

w/Attachments: Ordinance

VILLAGE OF LAKE ZURICH

ORDINANCE NO. 2024-05-_____



**AN ORDINANCE APPOINTING A DIRECTOR AND ALTERNATE DIRECTOR
TO REPRESENT THE VILLAGE OF LAKE ZURICH ON THE CENTRAL LAKE
COUNTY JOINT ACTION WATER AGENCY**

WHEREAS, the Village of Lake Zurich heretofore entered into an Intergovernmental Agreement (“Agreement”) with other units of local government for the purpose of establishing the Central Lake County Joint Action Water Agency (“Agency”); and

WHEREAS, the Agency is governed by a thirteen-member Board of Directors; and

WHEREAS, Section 9 of the Agreement provides that each member municipality shall appoint one Director and one Alternate Director to the Agency Board; and

WHEREAS, Section 9 of the Agreement requires the Director and Alternate Director to be the Village President, an elected member of the corporate authority, or other elected official of the municipality; and

WHEREAS, Section 9 of the Agreement requires appointments to be made by Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE VILLAGE OF LAKE ZURICH, COUNTY OF
LAKE, ILLINOIS, AS FOLLOWS:**

SECTION 1. The corporate authority of the Village of Lake Zurich hereby states and confirms that Tom Poynton, Mayor, shall be, and is hereby appointed as a Director of the Agency, for a two-year term, June 26, 2024 through June 26, 2026, in accordance with the provisions of Section 9 of the Agreement.

SECTION 2. The corporate authority of the Village of Lake Zurich hereby states and confirms that William Riley, Trustee, shall be, and is hereby appointed as an Alternate Director of the Agency, for a two-year term, June 26, 2024 through June 26, 2026 in accordance with the provisions of Section 9 of the Agreement.

SECTION 3. All ordinances and resolutions heretofore enacted which are in conflict with this ordinance are hereby repealed but repealed to the extent of such conflict only.

SECTION 4. The Village Clerk is hereby directed to file a Certified Copy of this Ordinance with the Secretary of the Central Lake County Joint Action Water Agency.

SECTION 5. This ordinance shall be in full force and effective immediately from and after its passage and approval.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval, as provided by law.

PASSED THIS _____day of May, 2024.

Ayes:

Nays:

Absent:

Abstain:

APPROVED this _____day of May, 2024.

Mayor
Tom Poynton

ATTEST:

Village Clerk
Kathleen Johnson



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: April 24, 2024

To: Ray Keller, Village Manager *PK*

From: Steve Schmitt, Utilities Superintendent

Copy: Michael J. Brown, Public Works Director

Subject: **2024-2026 Fire Hydrant Painting Program (MPI Cooperative Bid)**

AGENDA ITEM
JK

Issue: The 2024 budget includes funds for hydrant maintenance and painting services. The Village’s Hydrant Painting program is designed to annually paint 300 of the Village’s 1500 hydrants. The painting process includes a complete sandblasting of the entire hydrant to bare metal, priming and repainting. Painting is an essential hydrant maintenance for fire protection assisting first responders to quickly identify hydrants in emergencies and are more aesthetically pleasing to the community.

Background: The Municipal Partnering Initiative (MPI) is a cooperative of local communities that jointly bid on similar projects to reduce administrative expenses and obtain improved unit prices through economies of scale. Bids were advertised publicly for Hydrant Painting in February 2024 for the communities of Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows and Winnetka for a three-year term with option to renew for two additional one-year periods.

Analysis: Of the five bids received, four met bid requirements and specifications. The apparent low bid was also rejected due to past performance with participating communities. The second low bid, Alpha Maintenance & Services Inc. has been selected by MPI to be awarded the contract with bid unit pricing for:

Year	Cost Per Hydrant	Total
2024	\$90	\$27,000
2025	\$93	\$27,900
2026	\$96	\$28,800

Alpha Maintenance & Services Inc. has previously performed services for the Village and other MPI communities, and staff has been satisfied with their level of service and performance.

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

- Infrastructure Investment: Ensure a sustainable, healthy and economical water source for current and future Lake Zurich residents.

Recommendation: Authorize staff to enter into a three-year contract for Hydrant Painting Services to the second lowest bidder, Alpha Maintenance & Services Inc. of Algonquin, Illinois, in an amount not-to-exceed \$83,700.

W/Attachments:

1. MPI Cooperative Bid & Contract Documents (76 pages).



Village of Arlington Heights

33 S. Arlington Heights Road
Arlington Heights, IL 60005-1499
(847-368-5000)
Website: www.vah.com

NOTICE OF AWARD

Alpha Maintenance & Services Inc.
9820 Haegers Bend Road
Algonquin, IL 60102

March 21, 2024

Project Description: Hydrant Painting Services 2024

The Village of Arlington Heights has considered the proposal submitted by your Company for the above-described work in response to its INVITATION FOR BIDS opened February 21, 2024.

YOU ARE HEAREBY NOTIFIED that your proposal/bid has been accepted by the Village Board on March 18, 2024 for items and services for the amount of: **One Hundred Thirty-Nine Thousand, Five Hundred Dollars and 00/100ths (\$\$139,500)** in total over 3 years from the date of the award with option to renew for two additional one-year periods.

You are required to execute the Contract Documents and provide necessary Insurance documentation within Fifteen (15) days from the date of this Notice to you.

If you fail to execute said Contract within Fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and the Owner will be entitled to such other rights as may be granted by law. Please return signed contracts to Lisa Subrin.

You are required to return an acknowledged copy of this Notice of award to the Village, with two signed copies of the contract.

Dated this 21th day of March, 2024
Village of Arlington Heights

By: _____
Lisa Subrin, Purchasing Coordinator

Acceptance of Notice

Receipt of the above Notice of Award is acknowledged by Alpha Maintenance & Services Inc. this 3rd of April, 2024.

By: Dimitrios Korkafigeu
Title: President

A2024-15

VILLAGE OF ARLINGTON HEIGHTS
CONTRACT

This Agreement is made and entered into this 21st day of March, 2024, between the Village of Arlington Heights "Village" and Alpha Maintenance & Services Inc., "Vendor."

In consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, the parties agree as follows:

1. The Vendor agrees to do all the work, furnish all materials and all labor necessary to complete the work in full compliance with all of the terms of this agreement and the proposed specifications and the requirements of the Director under it;
2. The Village agrees to pay the Vendor based on unit prices for completion of the work in accordance with the bid documents;
3. It is understood and agreed that the Bid Documents, Specifications, Addenda, and the Bidder's response are all essential documents for the Hydrant Painting Services 2024. They are attached and hereby made part of this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Attest:

Rebecca Home
Clerk
(Seal)



Attest:

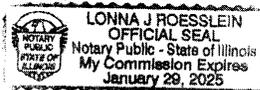
Lonna J. Roeslein
Notary
(Seal)

Village of Arlington Heights

By: Murphy McCluskey
Title: Village Manager
Date: 4-5-24

Bidder: Dimitrios Kerkiras
By: Dimitrios Kerkiras
Title: President
Date: April 3rd, 2024

Subscribed & sworn before me this 3rd day of April 2024.



**VILLAGE OF ARLINGTON HEIGHTS
AFFIDAVIT OF COMPLIANCE**

Applicant Alpha Maintenance & Services Inc.
Name

9820 Haegers Bend Rd. Algonquin Illinois 60102
Address

As a condition of entering into a contract with the Village of Arlington Heights, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned, Dimitris Korkorides, being first duly sworn on oath, deposes and states that he or she is President (sole owner, partner, joint venturer, President, Secretary, etc..) of Alpha Maintenance & Services Inc. and has the authority to
(Name of Company)
make all certifications required by this affidavit.

Section I

Non Collusion

The undersigned certifies that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

Bid Rigging and Rotating

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

Section III

Illinois Drug Free Workplace Act

The undersigned further states that Alpha Maintenance & Services Inc. provides a
(Name of Company)
drug free workplace pursuant to Illinois Statutes, 30 ILCS 580/1, et seq and provides compliance with necessary requirements.

Section IV

Tax Payment

The undersigned further states that Alpha Maintenance & Services Inc. is not
(Name of Company)
delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

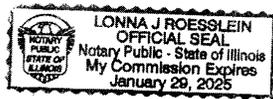
The undersigned certifies that all the information contained in the Affidavit is true and correct.

Signed by: Anthony President
(Name)
(Title)

Subscribed and sworn to before me this 3rd day of April 2021,
AD.

By: Lonna J. Roesslein
(Notary Public)

-Seal-

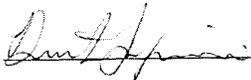


**VILLAGE OF ARLINGTON HEIGHTS
INDEMNITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Arlington Heights, its Board of Trustees, officers, agents and employees from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any action on the part of the Contractor or any Subcontractor. The Contractor shall, at its own expense; appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the Village of Arlington Heights, its Board of Trustees, officers, agents and employees, in any such action, the contractor shall, at its own expense, satisfy and discharge the same. This indemnification does not apply to liability caused by the Village's own negligence.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Arlington Heights, its Board of Trustees, officers, agents and employees as herein provided.

CONTRACTOR: Alpha Maintenance Services Inc.

By: 

INVITATION FOR BIDS

BID DOCUMENTS AND SPECIFICATIONS

HYDRANT PAINTING

FOR THE MUNICIPALITIES OF:

Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka

Proposal Guaranty:

5% of Total Annual Bid Price (Cashiers/Certified Check or Bid Bond)

Performance Bond:

100% of Total Proposal

Date and Time Due:

February 21, 2024 @ 10:00 a.m. at 33 S. Arlington Heights Rd.

Contact Person:

Lisa, Subrin, Purchasing Coordinator
lsubrin@vah.com

**VILLAGE OF ARLINGTON HEIGHTS
33 SOUTH ARLINGTON HEIGHTS ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005
847.368.5800**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received by the Finance Department at 33 S. Arlington Heights Road, Arlington Heights, IL 60005 until 10:00 a.m. on February 21, 2024 and then at said office publicly opened and read aloud for the following:

REQUEST FOR BID: HYDRANT PAINTING SERVICES FOR THE MUNICIPALITIES OF:

Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka

Plans, specifications and bid forms may be obtained by contacting Lisa Subrin, Purchasing Coordinator, at Lsubrin@vah.com.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Arlington Heights for not less than five percent (5%) of the first-year total bid price.

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Board of Trustees.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village of Arlington Heights reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

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GENERAL TERMS AND CONDITIONS

1. INTENT

It is the intent of the Village of Arlington Heights (“Arlington Heights”), The Village of Bannockburn, (“Bannockburn”), the Village of Barrington (“Barrington”), the Village of Glenview (“Glenview”), The City of Highland Park (“Highland Park”), The Village of Lake Zurich (“Lake Zurich”), The Village of Morton Grove (“Morton Grove”), The Village of Mount Prospect (“Mount Prospect”), The Village of Riverwoods (“Riverwoods”), The City of Rolling Meadows (“Rolling Meadows”), and The Village of Winnetka (“Winnetka”) to award a single contract to a single contractor for Hydrant Sandblasting and Painting services.

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Arlington Heights is conducting the bidding process on behalf of the Municipalities. Each Village’s municipal manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

2. BID PRICE

The Municipalities of Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka request pricing for the base bid of year (1) one and request firm/fixed pricing for years (2) two and (3) three. Additionally, the Municipalities request pricing for Emergency Response Services. The Contractor shall identify the discount per municipality if equipment staging is allowed at municipal facilities.

3. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made on a total lump sum of the bid. Each Municipality reserves the right to award multiple years, to award the bid in part or in whole or not award, and/or reject any or all bids, whatever is deemed to be in its best interest.

Each year, the individual Municipalities shall award their work to the Contractor independently of the other Municipalities after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities’ corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality’s scheduled start date.

4. VOLUME/ESTIMATED QUANTITY

The quantities identified herein are estimates quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality’s requirements whether more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

In the event awarded Contractor (s) is unavailable, the Municipalities reserve the right to use whatever Contractor is available to minimize and/or mitigate damages to their Municipality.

5. TERM

The term of the contract shall be for three (3) years from the date of award for Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka. The Municipalities reserve the right to renew this contract for two (2) additional one (1) year periods subject to 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.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of either municipality to appropriate funds in future contract years.

6. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of the Municipalities.

7. CONTACT WITH MUNICIPAL PERSONNEL

All bidders are prohibited from making any contact with the municipalities' Presidents, Trustees, or any other official or employee of the municipalities (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Arlington Heights Village Manager reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Arlington Heights Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

8. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Arlington Heights is the only official source for bid packages, questions and answers, and supporting materials. Registration with the Village of Arlington Heights is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village of Arlington Heights cannot ensure that bidders who obtain bid packages from sources other than the Village of Arlington Heights will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village of Arlington Heights' discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village of Arlington Heights will NOT rebid the project absent extraordinary circumstances.

9. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees

that the Village of Arlington Heights shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Arlington Heights, including, but not limited to:

- Certificate of insurance naming each additional Municipality as an additional insured

10. RESERVATION OF RIGHTS

Each Municipality reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Municipality and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject, 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 Municipalities 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 the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Municipalities shall not be considered an alteration of the bids.

11. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include:

- Bid pricing
- Emergency Response Rate and Minimum Call Out Time
- Compliance with specifications
- Previous Municipality Experience
- Submittal compliance
- References

12. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Municipalities is required.

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

13. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

14. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Lsubrin@vah.com. Questions are requested prior to the Bid Opening and are required no later than 4:00 p.m. on February 15, 2024.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Arlington Heights to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Municipalities recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Arlington Heights will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

15. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Arlington Heights Purchasing Coordinator within seven calendar days of the closing time and date. This notice should include the title of the requirement, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Purchasing Coordinator. The decision of the Purchasing Coordinator or their duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor

shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Coordinator.

16. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- References
- Disqualification of Certain Bidders
- Affidavit/Anti-collision
- Conflict of Interest Form
- Tax Compliance
- Identification of Subcontractors
- Participation Affidavit

17. RESPONSIVE BID

- 17.1.** A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 17.2.** Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

18. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- 18.1.** Workers' Compensation Insurance covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.
- 18.2.** Employers Liability covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.
- 18.3.** Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself,

because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track.

- General Aggregate Limit \$ 2,000,000
- Each Occurrence Limit \$ 1,000,000

18.4. Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

- Each Occurrence Limit \$ 1,000,000

18.5. Contractor agrees that with respect to the above required insurance:

18.6. The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

18.7. To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.

18.8. The Contractor's insurance shall be primary in the event of a claim.

18.9. Each Municipality shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

18.10. A Certificate of Insurance that states that each Municipality has been endorsed as an "additional insured" by the Contractor's insurance carrier. Specifically, this Certificate must include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

18.11. Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Village of Arlington Heights may purchase such insurance coverages and charge the expense thereof to the Contractor.

19. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Arlington Heights ("Arlington Heights"), The Village of Bannockburn, ("Bannockburn"), the Village of Barrington ("Barrington"), the Village of Glenview ("Glenview"), The City of Highland Park ("Highland Park"), The Village of Lake Zurich ("Lake Zurich"), The Village of Morton Grove ("Morton Grove"), The Village of Mount Prospect ("Mount Prospect"), The City of Rolling Meadows ("Rolling Meadows"), and The Village of Winnetka ("Winnetka") (collectively, "Municipalities") which include their representatives, agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused

directly by the willful and wanton conduct of the Village of Arlington Heights (“Arlington Heights”), The Village of Bannockburn, (“Bannockburn”), the Village of Barrington (“Barrington”), the Village of Glenview (“Glenview”), The City of Highland Park (“Highland Park”), The Village of Lake Zurich (“Lake Zurich”), The Village of Morton Grove (“Morton Grove”), The Village of Mount Prospect (“Mount Prospect”), The City of Rolling Meadows (“Rolling Meadows”), and The Village of Winnetka (“Winnetka”) (collectively, “Municipalities”) its agents, servants, or employees or any other person indemnified hereafter.

20. CHANGE IN STATUS

The Contractor shall notify the Village of Arlington Heights and each Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Municipalities shall have the option to terminate the contact with the vendor immediately on written notice based on any such change in status.

21. CHANGE ORDERS

The Municipalities believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the Village of Arlington Heights prior to execution.

Change Orders shall comply with 720 ILCS 5/33E-9.

- 21.1. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- 21.2. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to both extras and credits and for work performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- 21.3. Detailed written Requests for Change Orders must be submitted to the Municipality’s Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality’s Purchasing Coordinator.
- 21.4. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- 21.5. A written Change Order must be issued by the affected Municipality’s Purchasing Coordinator prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor’s sole risk and expense.

22. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The

Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Arlington Heights accounts payable@vah.com	Village of Bannockburn SHannon@villageofbannockburn.org
Village of Barrington kfecske@barrington-il.gov	Village of Glenview zbadasyan@glenview.il.us
City of Highland Park rbannon@cityhpil.com	City of Lake Zurich mike.brown@lakezurich.org
Village of Morton Grove klochner@mortongroveil.org	Village of Mount Prospect accounts payable@mountprospect.org
City of Rolling Meadows RivardR@cityrm.org	Village of Winnetka ap@winnetka.org

23. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Arlington Heights Project Specifications; The Village of Arlington Heights General Terms & Conditions, The Village of Arlington Heights Invitation for Bids, General Terms & Specifications and the Contractor’s Bid Response.

24. NON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor’s performance or to seek the Contractor’s compliance with any one or more of said terms or conditions.

25. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

26. TERMINATION

The Municipalities reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor’s default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney’s fees and expenses.

27. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

28. MUNICIPALITY CONTRACTOR'S LICENSE

The most responsive and responsible bidder, prior to commencing any work, must have a valid Contractor's License on-file with the respective Municipality's Development Department, if applicable.

29. NON-APPROPRIATIONS

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council of the affected Municipality.

30. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Arlington Heights Purchasing Coordinator within seven calendar days of the closing time and date. This notice should include the title of the requirement, the bid number, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Village of Arlington Heights Purchasing Coordinator. The decision of the Village of Arlington Heights Purchasing Coordinator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Coordinator.

31. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Arlington Heights will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities, the right is reserved to reject such bid at the discretion of the Village of Arlington Heights.

32. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

33. AUDIT/ACCESS TO RECORDS

- 33.1.** The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.
- 33.2.** Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- 33.3.** The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- 33.4.** Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

34. WITHDRAWAL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Villages Board of Trustees or City Council have accepted said bid.

35. COMPETENCY OF BIDDER

If requested in writing by a municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

CANCELLATION

The Village reserves the right to cancel the whole or any part of the Contract if the Bidder fails to perform any of the provisions in the Contract or fails to make delivery within the time stated.

DEFAULT

In case of the default by the Bidder, the Village will procure articles or services from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

INSURANCE

The successful Bidder shall carry worker's compensation and commercial general liability insurance in the amounts set forth below and furnish the Village, and Municipalities, with Certificates of Insurance (COI) and endorsements prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Village and/or Municipalities. The Bidder shall have the following obligations with regard to insurance coverage for the Work under the Contract:

- A. All Certificates of Insurance required to be obtained by the Bidder shall provide that coverage under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village, and/or Municipalities. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Village (or respective Local Government Agency) and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
- B. All insurance required of the Bidder shall state that it is Primary and Non-Contributory Insurance as to all additional insured's with respect to all claims arising out of operations by or on their behalf. If additional insured's have other applicable insurance coverage, those coverage shall be regarded as on an excess or contingent basis.
- C. The Bidder shall require that each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Bidder, unless the Village or Local

Government Agency authorizes such lesser amount of coverage, naming the same additional insured's and subject to the same restrictions and obligations as set forth for the Bidder's insurance in the Contract Documents.

D. Under no circumstances shall the Village, and/or Local Government Agency, be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- (1) allowing work by Bidder or any subcontractor of any tier to start before receipt of Certificates of Insurance;
- (2) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Bidder agrees that the obligation to provide insurance is solely the Bidder's responsibility and cannot be waived by any act or omission of the Village, or Local Government Agency.

E. The purchase of insurance by the Bidder under this Contract shall not be deemed to limit the liability of the Bidder in any way, for damages suffered by the Village, and/or Local Government Agency, in excess of policy limits or not covered by the policies purchased.

F. The Bidder shall notify the Owner, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Bidder.

G. The Bidder shall provide insurance acceptable to the Village, and Local Government Agency. Such insurance shall include the following coverage in the following amounts:

- (1) Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village, and Local Government Agency, and the Waiver of subrogation attached to the certificate of insurance.
- (2) Commercial General Liability (including Premises-Operations; Independent Contractor's; Products and Completed Operations: Broad Form Property Damage):
 - i. Bodily Injury & Property Damage \$1,000,000 each occurrence
 Combined Single Limit \$2,000,000 aggregate
 - ii. Covering the following hazards:
 - X (Explosion)
 - C (Collapse)
 - U (Underground)
 - iii. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the Village on an annual basis during the two-year period.
- (3) Umbrella Excess Liability:
 - \$4,000,000 over Primary Commercial General Liability Insurance
 - \$10,000 Retention

(4) Automobile Liability (owned, non-owned, hired):

Bodily Injury & Property Damage
\$1,000,000 each occurrence combined single limit

- H. The Bidder further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Bidder's contractual liability hereunder and to indemnify the Village, and/or local Government Agency, and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following:

NON-DISCRIMINATION

- A. Bidder/Supplier shall, as a party to a public contract
- (1) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (2) By submission of this proposal, the bidder/supplier certifies that he is an "equal opportunity employer" as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- B. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2002 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Contract, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

CERTIFICATIONS FOR SUBMISSION OF BID

Certification to Enter into Public Contracts – 720 ILCS 5/33E-1. Bidder certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. Bidder shall execute the attached Certificate at Exhibit "A."

Payments to Illinois Department of Revenue. Bidder certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1-1. Bidder shall execute the attached Certificate at Exhibit "B."

SPECIFIC TERMS, CONDITIONS & INSTRUCTIONS

PROJECT OVERVIEW

To extend the life of fire hydrants as well as maintain aesthetics, Municipalities require the painting of hydrants. This entails sandblasting to remove previous paint layers, applying a single coat of primer and single coat of paint (specific to each Municipality). Some Municipalities may require a separate paint color on hydrant caps.

It is the intent of the Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka (collectively referred to as "Municipalities") to jointly bid the sandblasting and painting of municipal fire hydrants and award a Contract to a single Contractor. Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing.

The Village of Arlington Heights is conducting the bidding process on behalf of the Municipalities. Each of the Municipalities' manager, Board of Trustees or City Council as the case may be, will have the right to review and independently approve or reject the bid award and execute a Contract or Agreement.

CONTRACTOR RESPONSIBILITY

Contractors shall carefully examine all data made available in the Bid Documents, fully inform and familiarize themselves as to all existing conditions and limitations, the obstacles that may be encountered, and all relevant matters concerning the Work to be performed. Failure to do so will not relieve the Contractor from any obligations to comply strictly and fully with the terms of the Contract. No allowances or extra compensation shall be made for the failure of the Contractor to correctly estimate the nature and quantities of labor, equipment, materials, tools, transportation and warranties that are to be provided under this Contract.

MEETING

Once awarded, Contractor shall be required to attend a pre-construction meeting with the Local Government Agency to discuss the Work required in the Contract prior to the commencement of Work. At this time, or prior dependent on the Local Government Agency, the Contractor shall confirm hydrant products before any purchases are made.

ADDITIONAL WORK

Any alterations or modifications of the Work performed under this Contract shall be made only by written agreement between the Contractor and Local Government Agency, and shall be made prior to commencement of the altered or modified Work. No claim for any extra Work or materials shall be allowed unless pre-authorized by written agreement prior to commencement of said Work.

PROPOSAL PRICING

- I. Hydrant Painting
 - This price is a fixed price per hydrant for sandblasting, priming and painting a standard paint color for the entire hydrant (barrel and caps).
- II. Additional Color: Cap Painting
 - This price is an *additional* fixed price per hydrant for the painting of hydrant caps in a different color from the barrel or body of the hydrant to indicate water flow capacities. Colors may be blue, green, orange or red. The Local Government Agency shall work with the Contractor on color and paint manufacturer.

VILLAGE OF ARLINGTON HEIGHTS

Program Overview

The Village of Arlington Heights owns, maintains, and operates an independent water system with approximately 3,409 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as East Jordan, Mueller, Kennedy, Traverse City, and Ludlow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF BANNOCKBURN

Program Overview

The Village Bannockburn owns, maintains, and operates an independent water system with approximately 977 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Sher-Cryl Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Sher-Cryl Professional High Performance Acrylic, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF BARRINGTON

Program Overview

The Village Bannockburn owns, maintains, and operates an independent water system with approximately 1,000 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Sher-Cryl Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Sher-Cryl Professional High Performance Acrylic, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF GLENVIEW

Program Overview

The Village of Glenview owns, maintains, and operates an independent water system with approximately 2,900 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as U.S. Pipe, Mueller and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Yellow* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed. All Cleaning of spraying equipment must be done in a well-ventilated location away from public walk ways and vehicular traffic, in a responsible place for overspray to occur with containment.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper signage and traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, planting beds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

CITY OF HIGHLAND PARK

Program Overview

The City of Highland Park owns, maintains, and operates an independent water system with approximately 1,773 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous, Mueller and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The City will make every effort to identify hydrants for painting that are nearby one another, however, the City may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the City 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the City immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at City discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply Red Urethane Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the

hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the City before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the City shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the City shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the Work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the City).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the City that the workmanship is not sufficient and does not meet the City's standards, the Contractor shall return and make repairs to the satisfaction of the City at no additional cost. The City shall be the sole determiner of what constitutes satisfactory workmanship.

CITY OF LAKE ZURICH

Program Overview

The City of Lake Zurich owns, maintains, and operates an independent water system with approximately 1,500 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Mueller, Clow, Kennedy, Waterous, Traverse City, Eddy, and M & H

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The City will make every effort to identify hydrants for painting that are nearby one another, however, the City may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the City 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the City immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at City discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the

hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the City before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the City shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the City shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the Work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the City).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the City that the workmanship is not sufficient and does not meet the City's standards, the Contractor shall return and make repairs to the satisfaction of the City at no additional cost. The City shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF MORTON GROVE

Program Overview

The Village of Morton Grove owns, maintains, and operates an independent water system with approximately 1,170 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as AP Smith, Eddy, Traverse City, and Waterous Pacers.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Yellow* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF MOUNT PROSPECT

Program Overview

The Village of Mount Prospect owns, maintains, and operates an independent water system with approximately 2,227 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Mueller, East Jordan and Traverse City.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Yellow* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

The Contractor shall paint all hydrant caps with specific colors in accordance with the pipe sizes that feed the hydrants. For 6" water mains, the contractor shall apply safety red rust-oleum professional high performance protection enamel to the caps. For 8" water mains, the contractor shall apply safety orange rust-oleum professional high performance protective enamel to the caps, and for 10" and larger water mains the contractor shall apply safety green rust-oleum professional high performance protective enamel. Maps will be provided to the contractor with the specific color coding of each hydrant.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not

limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

CITY OF ROLLING MEADOWS

Program Overview

The City of Rolling Meadows owns, maintains, and operates an independent water system with approximately 1,493 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous and Traverse City.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The City will make every effort to identify hydrants for painting that are nearby one another, however, the City may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the City 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the City immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at City discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Gloss Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the

hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the City before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the City shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the City shall be sandblasted and painted by September 20.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the Work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the City).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the City that the workmanship is not sufficient and does not meet the City's standards, the Contractor shall return and make repairs to the satisfaction of the City at no additional cost. The City shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF WINNETKA

Program Overview

The Village Winnetka owns, maintains, and operates an independent water system with approximately 700 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturer Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using gray Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Yellow* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Water and Electric Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 1.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF ARLINGTON HEIGHTS
BID PROPOSAL

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Arlington Heights						
1	1	Year 1, sandblasting and Painting	Per Hydrant	500		
2	2	Year 2, sandblasting and Painting	Per Hydrant	500		
3	3	Year 3, sandblasting and Painting	Per Hydrant	500		
Village of Arlington Heights TOTAL						1,500
Village of Bannockburn						
4	4	Year 1, sandblasting and Painting	Per Hydrant	0		
5	5	Year 2, sandblasting and Painting	Per Hydrant	0		
6	6	Year 3, sandblasting and Painting	Per Hydrant	265		
Village of Bannockburn TOTAL						265
Village of Barrington						
7	7	Year 1, sandblasting and Painting	Per Hydrant	100		
8	8	Year 2, sandblasting and Painting	Per Hydrant	100		
9	9	Year 3, sandblasting and Painting	Per Hydrant	100		
Village of Barrington TOTAL						300
Village of Glenview						
10	10	Year 1, sandblasting and Painting	Per Hydrant	415		
11	11	Year 2, sandblasting and Painting	Per Hydrant	590		
12	12	Year 3, sandblasting and Painting	Per Hydrant	600		
City of Highland Park TOTAL						
City of Highland Park						
13	13	Year 1, sandblasting and Painting	Per Hydrant	0		
14	14	Year 2, sandblasting and Painting	Per Hydrant	0		
15	15	Year 3, sandblasting and Painting	Per Hydrant	Per unit price		
City of Highland Park TOTAL						

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Lake Zurich						
	16	16	Year 1, sandblasting and Painting	Per Hydrant	300	
	17	17	Year 2, sandblasting and Painting	Per Hydrant	300	
	18	18	Year 3, sandblasting and Painting	Per Hydrant	300	
Village of Lake Zurich TOTAL						900
Village of Morton Grove						
	19	19	Year 1, sandblasting and Painting	Per Hydrant	100	
	20	20	Year 2, sandblasting and Painting	Per Hydrant	100	
	21	21	Year 3, sandblasting and Painting	Per Hydrant	100	
Village of Morton Grove TOTAL						300
Village of Mount Prospect						
	22	22	Year 1, sandblasting and Painting	Per Hydrant	400	
	23	23	Year 2, sandblasting and Painting	Per Hydrant	400	
	24	24	Year 3, sandblasting and Painting	Per Hydrant	400	
Village of Mount Prospect TOTAL						1,200
City of Rolling Meadows						
	25	25	Year 1, sandblasting and Painting	Per Hydrant	250 – Or per unit price up to budget	
	26	26	Year 2, sandblasting and Painting	Per Hydrant	0	
	27	27	Year 3, sandblasting and Painting	Per Hydrant	0	
City of Rolling Meadows TOTAL						250
Village of Winnetka						
	28	28	Year 1, sandblasting and Painting	Per Hydrant	175	
	29	29	Year 2, sandblasting and Painting	Per Hydrant	175	
	30	30	Year 3, sandblasting and Painting	Per Hydrant	175	
Village of Winnetka TOTAL						525

	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Additional Color: Cap Painting Unit Price							
	31	31	Year 1, hydrant Caps Different Color	Per Hydrant	1		
	32	32	Year 1, hydrant Caps Different Color	Per Hydrant	1		
	33	33	Year 1, hydrant Caps Different Color	Per Hydrant	1		

BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:

1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
2. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

IF THESE TWO FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.

The successful Bidder will be required to agree to and sign the Village of Arlington Heights contract and exhibits (certification under 720 ILCS 5/33E-11, Sexual Harassment Policy, Illinois Department of Revenue tax compliance certification, Contractor certification related to the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, and payroll certification) that follow this page. These documents may be required to be completed at the time the Bid is submitted.

CONTRACTOR REFERENCES

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

Municipality:	_____
Address:	_____
City, State, Zip Code:	_____
Contact Person/ Telephone Number:	_____
Dates of Service/Award Amount:	_____
Municipality:	_____
Address:	_____
City, State, Zip Code:	_____
Contact Person/Telephone Number:	_____
Dates of Service/Award Amount:	_____
Municipality:	_____
Address:	_____
City, State, Zip Code:	_____
Contact Person/Telephone Number:	_____
Dates of Service/Award Amount:	_____
Municipality:	_____
Address:	_____
City, State, Zip Code:	_____
Contact Person/Telephone Number:	_____
Dates of Service/Award Amount:	_____
Municipality:	_____
Address:	_____
City, State, Zip Code:	_____
Contact Person/Telephone Number:	_____
Dates of Service/Award Amount:	_____

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

 (Signature of Offeror if the Offeror is an Individual)
 (Signature of Partner if the Offeror is a Partnership)
 (Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2019

 Notary Public

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

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this ____ day of _____, 2024

Notary Public

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

CONFLICT OF INTEREST

_____, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Arlington Heights may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this ____ day of _____, 2024

Notary Public

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

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2024

Notary Public

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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

_____, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2024

Notary Public

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

**APPENDIX A
AGREEMENT ACCEPTANCE**

HYDRANT PAINTING

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of **Village of Arlington Heights** ("Owner") this _____ day of _____, 2024

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

by: _____

Title: _____



BOND NUMBER: BD159168

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ALPHA MAINTENANCE AND SERVICES INC 9820 HAEGERS BEND RD ALGONQUIN, IL 60102-9653 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto VILLAGE OF ARLINGTON HEIGHTS 33 S ARLINGTON HEIGHTS RD, ARLINGTON HEIGHTS IL 60005-1403 as Obligee, hereinafter called the Obligee, in the penal sum of Five percent of bid dollars (5% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for FIRE HYDRANT PAINTING

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this 14TH day of FEBRUARY, 2024.

[Signature]
Witness

ALPHA MAINTENANCE AND SERVICES INC
Principal
By [Signature]



Auto-Owners Insurance Company
Surety

[Signature]
Susan E. Theisen
Witness

By [Signature]
Niki Conway
Attorney-in-Fact

**DATE AND ATTACH TO ORIGINAL BOND
 AUTO-OWNERS INSURANCE COMPANY
 LANSING, MICHIGAN
 POWER OF ATTORNEY**

NO. BD159168

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.



 Andrea Lindemeyer Senior Vice President

STATE OF MICHIGAN } ss.
 COUNTY OF EATON }

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th 2025 . Sandra M. Jones _____
 Sandra M. Jones Notary Public

STATE OF MICHIGAN } ss.
 COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 14th day of February 2024 .



William F. Woodbury

 William F. Woodbury, First Vice President, Secretary and General Counsel



Bond Number BD159168

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN
County of Eaton

On this 14TH day of FEBRUARY, 2024, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Sandra M. Jones
Sandra M. Jones
Notary Public in the State of Michigan
County of Eaton

SANDRA M. JONES
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires July 18, 2025
Acting in the county of Eaton

Print Date: 02/14/2024 Print Time: 04:13:06 PM

VILLAGE OF ARLINGTON HEIGHTS

BID PROPOSAL

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Arlington Heights						
1	1	Year 1, sandblasting and Painting	Per Hydrant	500	90-	\$45,000-
2	2	Year 2, sandblasting and Painting	Per Hydrant	500	93-	\$46,500-
3	3	Year 3, sandblasting and Painting	Per Hydrant	500	96-	\$48,000-
Village of Arlington Heights TOTAL						1,500
Village of Bannockburn						
4	4	Year 1, sandblasting and Painting	Per Hydrant	0	90-	\$0-
5	5	Year 2, sandblasting and Painting	Per Hydrant	0	93-	\$0-
6	6	Year 3, sandblasting and Painting	Per Hydrant	265	96-	\$25,440-
Village of Bannockburn TOTAL						265
Village of Barrington						
7	7	Year 1, sandblasting and Painting	Per Hydrant	100	90-	\$9,000-
8	8	Year 2, sandblasting and Painting	Per Hydrant	100	93-	\$9,300-
9	9	Year 3, sandblasting and Painting	Per Hydrant	100	96-	\$9,600-
Village of Barrington TOTAL						300
Village of Glenview						
10	10	Year 1, sandblasting and Painting	Per Hydrant	415	90-	\$37,350-
11	11	Year 2, sandblasting and Painting	Per Hydrant	590	93-	\$54,870-
12	12	Year 3, sandblasting and Painting	Per Hydrant	600	96-	\$57,600-
Village of Glenview TOTAL						1605
City of Highland Park						
13	13	Year 1, sandblasting and Painting	Per Hydrant	400	90-	\$36,000-
14	14	Year 2, sandblasting and Painting	Per Hydrant	400	93-	\$37,200-
15	15	Year 3, sandblasting and Painting	Per Hydrant	400	96-	\$38,400-
City of Highland Park TOTAL						1200
Village of Lake Zurich						
16	16	Year 1, sandblasting and Painting	Per Hydrant	300	90-	\$27,000-

	17	17	Year 2, sandblasting and Painting	Per Hydrant	300	93 -	\$ 27,900
	18	18	Year 3, sandblasting and Painting	Per Hydrant	300	96 -	\$ 28,800
Village of Lake Zurich TOTAL							900
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Morton Grove							
	19	19	Year 1, sandblasting and Painting	Per Hydrant	100	90 -	\$ 9,000
	20	20	Year 2, sandblasting and Painting	Per Hydrant	100	93 -	\$ 9,300
	21	21	Year 3, sandblasting and Painting	Per Hydrant	100	96 -	\$ 9,600
Village of Morton Grove TOTAL							300
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Mount Prospect							
	22	22	Year 1, sandblasting and Painting	Per Hydrant	400	90 -	\$ 36,000
	23	23	Year 2, sandblasting and Painting	Per Hydrant	400	93 -	\$ 37,200
	24	24	Year 3, sandblasting and Painting	Per Hydrant	400	96 -	\$ 38,400
Village of Mount Prospect TOTAL							1,200
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
City of Rolling Meadows							
	25	25	Year 1, sandblasting and Painting	Per Hydrant	250 - Or per unit price up to budget	90 -	\$ 22,500
	26	26	Year 2, sandblasting and Painting	Per Hydrant	0	93 -	\$ 0
	27	27	Year 3, sandblasting and Painting	Per Hydrant	0	96 -	\$ 0
City of Rolling Meadows TOTAL							250
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Winnetka							
	28	28	Year 1, sandblasting and Painting	Per Hydrant	175	90 -	\$ 15,750
	29	29	Year 2, sandblasting and Painting	Per Hydrant	175	93 -	\$ 16,275
	30	30	Year 3, sandblasting and Painting	Per Hydrant	175	96 -	\$ 16,800
Village of Winnetka TOTAL							525
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Additional Color: Cap Painting Unit Price							
	31	31	Year 1, hydrant Caps Different Color	Per Hydrant	1	17.00	17.00
	32	32	Year 1, hydrant Caps Different Color	Per Hydrant	1	17.50	17.50
	33	33	Year 1, hydrant Caps Different Color	Per Hydrant	1	18.00	18.00

Autofine

These references were done under Alpha Paintworks, we are now operating under Alpha Maintenance Services.

CONTRACTOR REFERENCES

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

- Municipality: Arlington Heights - Fire Hydrant Painting
 Address: _____
 City, State, Zip Code: _____
 Contact Person/Telephone Number: John Drexil - (847) 368-5839
 Dates of Service/Award Amount: 2021-2023 Approximately \$65,000 per year (600 hydrants 3 years)
- Municipality: Algonquin - Fire Hydrant Painting
 Address: 110 Mitchard way - Public Works Department
 City, State, Zip Code: Algonquin, Illinois 60102
 Contact Person/Telephone Number: Jason Miller - (847) 658-2754 Utilities Supervisor
 Dates of Service/Award Amount: Spring 2023 \$75,000 (930 Hydrants)
- Municipality: Glenview - Fire Hydrant Painting
 Address: 2498 E Lake Ave - Public Works Department
 City, State, Zip Code: Glenview, Illinois 60026
 Contact Person/Telephone Number: John Fragassi - (847) 376-0152
 Dates of Service/Award Amount: Previous 10 years Approximately \$30,000 per year
- Municipality: Highland Park - Fire Hydrant Painting
 Address: 1707 St. Johns Ave - Public Works Department
 City, State, Zip Code: Highland Park, Illinois 60035
 Contact Person/Telephone Number: Bill Painter - (847) 926-1151
 Dates of Service/Award Amount: 5 years 2019-2023 Approximately \$35,000 per year
- Municipality: Mount Prospect - Fire Hydrant Painting
 Address: 1700 W Central Rd. - Public Works Department
 City, State, Zip Code: Mount Prospect, Illinois 60056
 Contact Person/Telephone Number: Casey Botterman (847) 875-0883
 Dates of Service/Award Amount: 5 years 2019-2023 \$45,000 a year approximately

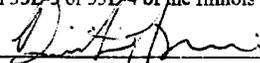
**DISQUALIFICATION OF CERTAIN BIDDERS
PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.



 (Signature of Offeror if the Offeror is an Individual)
 (Signature of Partner if the Offeror is a Partnership)
 (Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 19 day of February, 2019 2024





 Notary Public

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

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Dimitrios Korkofigas, being first duly sworn,

deposes and says that he is Owner
(Partner, Officer, Owner, Etc.)

of Alpha Maintenance & Services Inc.
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

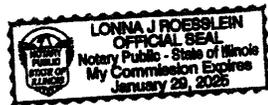
The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Dimitrios Korkofigas

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 19 day of February, 2024



Lonina J. Roessler
Notary Public

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

CONFLICT OF INTEREST

Alpha Maintenance Services Inc.

Dimitrios Korkofigas, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Arlington Heights may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

[Handwritten Signature]

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 19 day of February, 2024



[Handwritten Signature]
Notary Public

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

TAX COMPLIANCE AFFIDAVIT

Dimitrios Kostafigas, being first duly sworn,

deposes and says that he is Owner
(Partner, Officer, Owner, Etc.)

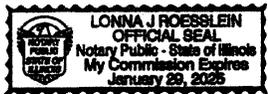
of Alpha Maintenance & Services Inc.
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

[Signature]
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of February, 2024



[Signature]
Notary Public

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

PARTICIPATION AFFIDAVIT

Jiminos Korkotigos, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is owner (Partner, Officer, Owner, Etc.)

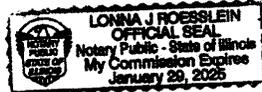
of Alpha Maintenance & Services Inc. (Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

[Signature]
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of February, 2024



[Signature]
Notary Public

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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

NOT USED

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

BIDDER'S ACKNOWLEDGMENT OF RECEIPT

**ADDENDUM NO. 1
VILLAGE OF ARLINGTON HEIGHTS,
HYDRANT PAINTING MPI**

BIDDER hereby acknowledges receipt of Addendum No. 1

Company Name.....: Alpha Maintenance Services Inc.
By: [Signature]
Print Name: Dimitrios Korketigas
Position/Title.....: President
Date: February 19, 2024

Note: This Addendum shall be included with and is considered part of the bid documents. Include this original in your bid.

Failure to return this form may result in disqualification of the Bidder

**ADDENDUM NO. 1
VILLAGE OF ARLINGTON HEIGHTS
HYDRANT PAINTING MPI
2/12/24**

The following addendum has been issued and will be part of the bidding and contract documents for this bid. The bidder shall acknowledge receipt of this addendum and its inclusion to this bid by signing page 5 of the addendum and submitting it with your sealed bid.

Bid Proposal Page:

- The quantity for the City of Highland Park has been updated. A revised Bid Proposal Page has been included below.

Performance Bond:

- As clarification, the Performance Bond should be issued individually to each municipality based on the Hydrants awarded.

VILLAGE OF ARLINGTON HEIGHTS

BID PROPOSAL

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Arlington Heights						
	1	Year 1, sandblasting and Painting	Per Hydrant	500		
	2	Year 2, sandblasting and Painting	Per Hydrant	500		
	3	Year 3, sandblasting and Painting	Per Hydrant	500		
Village of Arlington Heights TOTAL						1,500
Village of Bannockburn						
	4	Year 1, sandblasting and Painting	Per Hydrant	0		
	5	Year 2, sandblasting and Painting	Per Hydrant	0		
	6	Year 3, sandblasting and Painting	Per Hydrant	265		
Village of Bannockburn TOTAL						265
Village of Barrington						
	7	Year 1, sandblasting and Painting	Per Hydrant	100		
	8	Year 2, sandblasting and Painting	Per Hydrant	100		
	9	Year 3, sandblasting and Painting	Per Hydrant	100		
Village of Barrington TOTAL						300
Village of Glenview						
	10	Year 1, sandblasting and Painting	Per Hydrant	415		
	11	Year 2, sandblasting and Painting	Per Hydrant	590		
	12	Year 3, sandblasting and Painting	Per Hydrant	600		
City of Highland Park TOTAL						
City of Highland Park						
	13	Year 1, sandblasting and Painting	Per Hydrant	400		
	14	Year 2, sandblasting and Painting	Per Hydrant	400		
	15	Year 3, sandblasting and Painting	Per Hydrant	400		
City of Highland Park TOTAL						

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Lake Zurich						
16	16	Year 1, sandblasting and Painting	Per Hydrant	300		
17	17	Year 2, sandblasting and Painting	Per Hydrant	300		
18	18	Year 3, sandblasting and Painting	Per Hydrant	300		
Village of Lake Zurich TOTAL						900
Village of Morton Grove						
19	19	Year 1, sandblasting and Painting	Per Hydrant	100		
20	20	Year 2, sandblasting and Painting	Per Hydrant	100		
21	21	Year 3, sandblasting and Painting	Per Hydrant	100		
Village of Morton Grove TOTAL						300
Village of Mount Prospect						
22	22	Year 1, sandblasting and Painting	Per Hydrant	400		
23	23	Year 2, sandblasting and Painting	Per Hydrant	400		
24	24	Year 3, sandblasting and Painting	Per Hydrant	400		
Village of Mount Prospect TOTAL						1,200
City of Rolling Meadows						
25	25	Year 1, sandblasting and Painting	Per Hydrant	250 – Or per unit price up to budget		
26	26	Year 2, sandblasting and Painting	Per Hydrant	0		
27	27	Year 3, sandblasting and Painting	Per Hydrant	0		
City of Rolling Meadows TOTAL						250
Village of Winnetka						
28	28	Year 1, sandblasting and Painting	Per Hydrant	175		
29	29	Year 2, sandblasting and Painting	Per Hydrant	175		
30	30	Year 3, sandblasting and Painting	Per Hydrant	175		
Village of Winnetka TOTAL						525

	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Additional Color: Cap Painting Unit Price							
	31	31	Year 1, hydrant Caps Different Color	Per Hydrant	1		
	32	32	Year 1, hydrant Caps Different Color	Per Hydrant	1		
	33	33	Year 1, hydrant Caps Different Color	Per Hydrant	1		

BIDDER'S ACKNOWLEDGMENT OF RECEIPT

**ADDENDUM NO. 2
VILLAGE OF ARLINGTON HEIGHTS,
HYDRANT PAINTING MPI**

BIDDER hereby acknowledges receipt of Addendum No. 2

Company Name.....: Alpha Maintenance & Services Inc.
By: *Dimitrios Korkotigas*
Print Name: Dimitrios Korkotigas
Position/Title.....: President
Date: February 20, 2024

Note: This Addendum shall be included with and is considered part of the bid documents. Include this original in your bid.

Failure to return this form may result in disqualification of the Bidder

**ADDENDUM NO. 2
VILLAGE OF ARLINGTON HEIGHTS
HYDRANT PAINTING MPI
2/20/24**

The following addendum has been issued and will be part of the bidding and contract documents for this bid. The bidder shall acknowledge receipt of this addendum and its inclusion to this bid by signing page 4 of the addendum and submitting it with your sealed bid.

Bid Proposal Page: The Bid Proposal Page has been adjusted with 3 small changes. Please note the individual quantities have **NOT** been changed with this addendum.

- The total line for the “Village of Glenview Total” had the wrong name and has been updated with the correct name.
- The total for the 3 years for the Village of Glenview has been.
- The total for the 3 years for the City of Highland Park has been added.

**APPENDIX A
AGREEMENT ACCEPTANCE**

HYDRANT PAINTING

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of Village of Arlington Heights ("Owner") this _____ day of _____, 2024

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

by: _____

Title: _____



**Village Board
3/18/2024**

Item: Hydrant Painting Services 2024 - Contract Award
Department: Public Works

The 2024 budget include \$70,000 for hydrant painting services. The Village’s Hydrant Painting Program is designed to paint 600 hydrants each year, until all 3,800 Village-owned hydrants are painted. The painting process includes a complete sandblasting of the entire hydrant down to the metal, prior to being completely repainted. Painting hydrants is essential in maintaining the water system and providing fire protection for the community. In addition, properly painted hydrants assist the first responders to quickly identify hydrants in emergencies, makes routine repairs easier for maintenance crews, and are more aesthetically pleasing to the community.

The Municipal Partnering Initiative (MPI) is a cooperative of local municipalities that jointly bid on similar projects to reduce administrative expenses and obtain improved unit prices through economies of scale.

Bids were advertised publicly for Hydrant Painting in February 2024. This MPI bid was jointly bid for the following communities: Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Rolling Meadows, and Winnetka.

Bidder Arlington Heights Base Bid

BP&T Construction	\$40,000	
Alpha Maintenance & Service Inc.	\$45,000	
Muscat Painting	\$49,390	
Taza Construction	\$57,800	

Read Feather Group (Bidder disqualified) \$39,250

Of the five companies that bid on the project, four met the bid requirements and specifications. The apparent low bid received was from BP&T Construction. Following discussions with the bid group, there are concerns regarding past performance with participating communities. Therefore, Staff is recommending that the Village Board reject the low bid and award a contract to the second lowest bidder, Alpha Maintenance & Service Inc.

Alpha Maintenance & Service Inc. has previously performed services for the Village, and the other participating MPI communities, and staff has been satisfied with their level of service and performance.

Funds for these services are available in Account No. 505-7201-521300.

RECOMMENDATION

It is recommended that the Village Board award a three-year contract for Hydrant Painting Services to the second lowest bidder, Alpha Maintenance & Services Inc. of Chicago, Illinois, at unit bid prices up to the budgeted amount, and authorize Staff to execute the necessary documents.



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telsler Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: April 26, 2024

To: Ray Keller, Village Manager *PK*

From: Steven J. Paulus, Assistant Director of Public Works

Copy: Michael J. Brown, Director of Public Works

Subject: **Police Department Firearms Range Ventilation System Replacement**

AGENDA ITEM

Issue: The FY 2024 budget includes \$250,000 for the replacement of the firearms range ventilation system.

Strategic Plan – The requested ventilation system replacement is consistent with the following Goals and Objectives of the Strategic Plan.

Goal #3 Infrastructure: Objective B: Explore the feasibility of the development of a Fixed Asset Analysis and Inventory (to include the preparation of a schedule for asset replacement and maintenance)

Background: Based on the age and functionality of the of the police department firearms range ventilation system, replacement was recommended and budgeted for in the Village’s 2024 Community Investment Plan. The recommended ventilation system replacement includes complete removal of all existing duct work, roof top ventilation/HVAC unit, and control systems.

In January 2024, the Village entered into an agreement with Range Ventilation Design Inc. (RVD) to inspect and provide a design, conduct a pre-bid meeting with potential HVAC contractors, review bid results and to oversee and conduct inspections during construction. Bid packets were released on January 17, 2024. A mandatory pre-bid meeting was held on February 1, 2024.

Analysis: A bid opening conducted on February 29, 2024 yielded three bids. Bid results are shown on the next page.

Name of Bidder	Base Bid
Martin Enterprises	\$375,490.00
Amber Mechanical Contractors Inc.	\$596,000.00
MG Mechanical Contracting Inc.	\$638,000.00

Public Works staff has thoroughly reviewed all submitted bids and are recommending accepting the low bid from Martin Enterprises of Lake Zurich in the amount of \$375,490.00.

The Village has contracted with Martin Enterprises on previous HVAC projects and has found the company to be a competent and reputable contractor.

The table below reflects the total project budget:

2024 Gun Range Ventilation Improvements	Total
Construction (Base Bid)	\$ 375,490.00
Construction Inspection Services (RVD)	\$ 5,685.00
Project Contingency (10%)	\$ 37,549.00
Total Project Budget	\$ 418,724.00
DCEO Grant	-\$125,000.00
Total Village Cost	\$293,724.00

The Village has recently been awarded a \$125,000 Illinois DCEO grant for costs associated with infrastructure improvements through Senator McConchie's office. This grant would be applicable to the range project. After applying the grant funds to the project, the total cost of the project would result in being \$43,724.00 over budget if the full contingency is spent. Cost savings realized from other capital projects, i.e., roofing projects, will be used to keep the overall budget positive.

Anticipated project schedule for construction is to begin June 2024, with a completion date of December 2024, (**weather and component availability dependent**).

Recommendation: Award a contract to Martin Enterprises of Lake Zurich, Illinois for replacement of the Police Department Firearms Range Ventilation System in the amount of \$375,490.00, with the total project not to exceed the amount of \$418,724.00.

W/Attachments:

1. Bid Submittal
2. Range Ventilation Design

Village of Lake Zurich
Gun Range Ventilation System

EXHIBIT B

BID PROPOSAL FORM

RECEIVED
FEB 29 2024

To: Office of the Village Manager
Village of Lake Zurich
70 E. Main Street
Lake Zurich, IL. 60047

BY:

From:
Martin Enterprises
Bidder
847-438-1203
Phone Number
847-331-6568
Bidder's Contact for Bid

576 E. Main St., Lake Zurich, IL 60047
Address (City, State, Zip)
Fredjr@martinenterprisesheatingandac.com
Email

Additional Contact information

Having carefully examined the terms set forth in the Notice to Bidders, Instructions to Bidders, Bid Award, General Conditions, Contract and Description of the Work and Procedures and having thoroughly examined the probable work conditions at the work sites/locations and pertinent areas adjacent thereto, the undersigned Bidder acknowledges the same to be accurate and complete insofar as the Work to be performed and related work details are concerned, the undersigned Bidder agrees to furnish all labor, materials, equipment, tools and services or whatever else is required for the Work as set forth in the 2024 Contract Documents for Gun Range Ventilation System documents referenced above.

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

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

The undersigned Bidder further agrees to execute a Contract for this Work and present the same to the Village within ten (10) calendar days after the date of written notice of the award of the Contract to Bidder.

Upon award of the Contract, the Village will send a Notice of Award to the successful Bidder and the Bidder must then execute the Contract and provide the required bonds or letter of credit and certificate of insurance to the Village within ten (10) business days. The Village will then issue a written Notice to Proceed and Bidder will thereafter shall commence Work not later than ten (10) calendar days thereafter and, unless otherwise provided, will diligently prosecute the Work in such manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract. In case of failure to complete the Work within the time stated herein, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract the costs of additional engineering and observation, maintenance of detours, interest, and other items incurred by the Village resulting from the failure of the Bidder to complete the Work within the time specified in the Contract

Village of Lake Zurich
Gun Range Ventilation System

The undersigned Bidder agrees to complete the Work by **Friday, December 21, 2024**, unless granted additional time in writing by the Village.

Included with this bid Proposal is a bank cashier's check, certified check or bid bond in the amount of \$ 37,549.00, being ten percent (10%) of the total amount bid by Martini Enterprises, the Bidder, in favor of the Village of Lake Zurich.

It is hereby agreed that, should Bidder be awarded the Contract for services contemplated under this bid and fail or refuse to execute a Contract for the performance of said Work, or to provide the required payment and performance bonds, or letter of credit, and certificate of insurance, then this security, in the amount stipulated above, shall be forfeited and may be retained by the Village of Lake Zurich as liquidated damages and not as a penalty. All bids to remain firm for a period of ninety (90) days after bid opening date.

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

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

Bidder hereby bids on all items and has provided a price for all requested services. The Bidder acknowledges it understands all the requested services for which it has submitted a bid. The undersigned proposes to furnish all labor, materials, tools, equipment and perform all necessary requirements for the Work for the crack sealing, with the attached conditions and specifications, and at the terms and schedule prices herein given:

Plan specifications are located in Exhibit "D"

Village of Lake Zurich
Gun Range Ventilation System

Exhibit "1"

1. Gun Range Ventilation System Total: \$ 375,490.00

Martin Enterprises 56 E. main, Lake Zurich IL 60047
Company Name Address (City, State, Zip)

847-438-1203 Same
Phone Number Business Address

Fredjr@martinenterprisesheatingandac.com
Email

Submitted

2/29/2024
Date
56 E. main st.
Lake Zurich, IL 60047
Business Address

847-438-1203
Phone Number

Attest: Secretary

Bidder

Martin Enterprises Heating and Air Conditioning Inc.
Corporate Name

Corporate Seal

Fred Martin
Signed By



President



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

MEMORANDUM

Date: May 6, 2024

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

CC: Mike Brown, Public Works Director
Mary Meyer, Building Services Supervisor

Re: Partial Reduction in Surety – Bish Creative Display at 940 Telser Road

AGENDA ITEM
M

Issue: Village staff received the attached request from Mr. John Jaffke, Chief Operating Officer of Bish Creative Display to reduce the surety dated September 12, 2023, regarding the property at 940 Telser Road.

Background: Guarantees of improvements were provided to the village as follows:

1. Site improvement guarantee in the form of a cash deposit in the amount of \$10,979.10 was provided as a performance and payment security for site work at the development. This included improvements related to erosion control. The work has been completed.
2. A second guarantee for improvements to the adjacent detention pond (owned and controlled by the Astor Subdivision Property Owners Association) provided in the amount of 21,000. That surety will continue to remain in the full amount as the work has not been completed.

The original amount for site improvements was \$9,981.00. A request to reduce the guarantee to a maintenance cash deposit in the amount of \$998.10 has been requested by the property owner and agreed to by the Village's Development Review Team (DRT). An itemized breakdown of the surety is attached. The surety is required to guarantee the improvements against faulty workmanship and/or materials for a period of two (2) years and cannot be less than 10% of the total initial cost of improvements attributed to the work being covered.

Analysis: The proposed reduction is based on substantial completion of the items denoted in the Engineer's Opinion of Probable Cost submitted in 2023 at the time of approval of the development. Village Engineer Manhard Consulting and Staff have inspected the property, reviewed the request and concur that the site improvements guarantee may be reduced.

Partial Reduction in Surety – Bish Creative Design – 940 Telser Road
May 6, 2024

Recommendation: Staff recommends a partial reduction of the surety for site work only to \$998.10, to be continued to be held as a cash deposit.

Attachments:

- Developer's request for reduction dated April 10, 2024
- Engineer's Opinion of Probable Cost dated September 12, 2023

● Page 2

Bish Creative Display**945 Telser Rd, Lake Zurich, IL 60047****Bishcreative.com**

04/10/24

Ray Keller
 Village Manager
 70 E Main Street
 Lake Zurich, IL 60047

RE: Request for Surety Reduction for Bish 940 Telser Expansion

Mr. Keller,

Triumph Design Build kindly requests a reduction in the surety cash amount being held by the Village for the Bish 940 Telser Expansion. Total current surety amount (110% of all applicable items based on the EOPC) is \$31,979.10.

The following actions have been completed or submitted to the village as part of the construction process:

1. All necessary inspections leading to the issuance of a Certificate of Temporary Occupancy have been completed. Inspections were done by the Village Engineer and Manhard Consulting.
2. Remaining punch-list items include exterior painting of the building, and landscaping. These will be completed by May 7th, weather permitting. At this point Triumph / Bish will request one more inspection leading to the issuance of our Certificate of Final Occupancy.
3. Current Record Drawings (as-built plans) covering the improvements are attached for review. All as built drawings satisfy section 10-5-8-1, and the Lake Zurich stormwater management ordinance. The final civil as-builts are not complete as we have not finished the final grading or landscaping. Once those items are complete, we will send a revised submittal package.
4. Based upon the above, Triumph and Bish respectfully request a return of \$29,000 in surety funds. We understand that the remaining \$2,979.10 will be held as a 10% maintenance surety for a period of two (2) years.

Triumph and Bish appreciate the cooperation of the Village of Lake Zurich during this project.

Sincerely,



John Jaffke
 Bish Creative Display - Chief Operating Officer
 john.jaffke@bishdisplay.com
 847-942-3763

4-10-24

Date



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
for
940 Telsler Road
Lake Zurich, IL
September, 12 2023

1.0 EROSION CONTROL	QUANTITY	UNITS	UNIT PRICE	COST
1.01 SILT FENCE	707	lf	\$ 3.00	\$ 2,121.00
1.02 EROSION CONTROL BLANKET	810	sy	\$ 3.00	\$ 2,430.00
1.03 RIP RAP	5	each	\$ 500.00	\$ 2,500.00
1.04 CONCRETE WASHOUT	1	each	\$ 500.00	\$ 500.00
1.05 SITE RESTORATION (SEEDING)	810	sy	\$ 3.00	\$ 2,430.00
Subtotal Division 1.0:				\$ 9,981.00

2.0 DEMOLITION	QUANTITY	UNITS	UNIT PRICE	COST
2.01 SAWCUT/PAVEMENT REMOVAL	345	sy	\$ 15.00	\$ 5,175.00
2.02 CURB AND GUTTER REMOVAL	270	lf	\$ 7.00	\$ 1,890.00
2.03 WALL REMOVAL	1	lump sum	\$ 2,000.00	\$ 2,000.00
2.04 TREE REMOVAL	17	each	\$ 300.00	\$ 5,100.00
Subtotal Division 2.0:				\$ 14,165.00

3.0 PAVING	QUANTITY	UNITS	UNIT PRICE	COST
3.01 8" P.C. CONCRETE PAVEMENT W/ 4 BARS @ 18" O.C.	504	sy	\$ 70.00	\$ 35,280.00
3.02 6" AGGREGATE BASE COURSE - CA6	504	sy	\$ 10.00	\$ 5,040.00
3.03 B6.12 CURB AND GUTTER w/ AGGR. BASE	296	lf	\$ 26.00	\$ 7,692.88
Subtotal Division 3.0:				\$ 48,012.88

TOTALS:			
1.0 EROSION CONTROL			\$ 9,981.00
2.0 DEMOLITION			\$ 14,165.00
3.0 PAVING			\$ 48,012.88
Subtotal			\$ 72,158.88
10% Contingency			\$ 7,215.89
TOTAL:			\$ 79,374.77

This Engineer's Opinion of Probable Cost is based upon the Bish Expansion - Civil Drawings, prepared by V3 Companies, dated 08-18-2023. Since V3 Companies has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, this Opinion of Probable Construction Costs is made based on V3 Companies' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; however, V3 Companies can not and does not guarantee that proposals, bids or actual Construction Costs will not vary from the Opinions of Probable Construction Costs prepared by V3 Companies.

Exclusions/Assumptions

* This Engineer's Opinion of Probable Construction cost does not include burial of any overhead utility lines.

* Landscaping is not included

Typical Units

lf = linear feet
sf = square feet
sy = square yards
cy = cubic yards
ea = each
ls = lump sum
acre
allowance
ton



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

MEMORANDUM

Date: May 6, 2024

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

CC: Mary Meyer, Building Services Supervisor

**Re: Heritage Church at 255 Quentin Road
Plat of Vacation**

AGENDA ITEM

N

Issue: The owners of the property at 255 Quentin Road, Heritage Church, formerly known as Community Church of Lake Zurich (the “Adjacent Property Owner”), requests the village to vacate approximately 586.31 feet of 30-foot wide village right-of-way (the “right-of-way”) to their adjacent property. The Adjacent Property Owner owns property on both sides of the subject right-of-way.

Village Strategic Plan: This agenda item is consistent with the following objectives under Goal #2 – Development:

- Become more business friendly and customer oriented

Background: The original 60-foot wide right-of-way was platted as “Rose Road,” a collector road within Lake Zurich Estates Subdivision in 1926 to connect Oakwood Road to Quentin Road within unincorporated Lake County. With the first development of the church in the 1970s, a smaller structure was constructed at the rear of the property across what was to be Rose Road right-of-way within the county subdivision. To accommodate the private building, the northerly 30 feet of the Rose Road right-of-way was vacated to the Church property.

As the industrial park in Lake Zurich began to build out from 1993 onwards, Rose Road was extended easterly and westerly to connect property to Oakwood and Telser Roads as demand for access grew.

However, in 1999, with the establishment Lake Zurich Commerce Center Subdivision, Rose Road was terminated as a cul-de-sac and the right-of-way was constructed over by a detention pond serving that subdivision thereby eliminating any future possibility of connection of the right-of-way to Quentin Road.

255 Quentin Road – Heritage Church: Plat of Vacation
May 6, 2024

In 2000, Lake Zurich Community Church was annexed to the Village and was granted a Planned Unit Development (PUD) for expansion of the church and establishment of day care facilities in the rear building. The property was annexed to Lake Zurich along with the remaining southerly 30-foot right-of-way.

In 2022 the church, now known as Heritage Church, received approval for further expansion and are in the process of completing the construction of an extensive addition to their property.

The remaining 30-foot right-of-way was never improved and has remained vacant despite development to the north and west. The remaining half right-of-way is no longer viable for the construction of a roadway and is therefore requested to be vacated by the Adjacent Property Owner.

Analysis: the Subject right-of-way is 30 feet wide and 586.31 feet long. In its current alignment, it extends between the westerly boundary of the adjacent church property and Quentin Road. its total land area is 17,589 square feet (0.4 acres).

A portion of the detention pond and stormwater inlet pipe of the Adjacent Property Owner extends into the right-of-way and will need to be covered by an easement granted to the village for access. An existing 15-foot wide municipal easement containing a Village water main will remain on the portion of the right-of-way that is vacated. There are no private utilities that are located within or extend across portion of right-of-way that is requested to be vacated.

Staff has no objection to the conveyance of the half right-of-way as it will not affect the village's use, maintenance and operation and connection of property within the industrial park. Moreover, vacation of this portion of the property will relieve the village of any liability associated with the ownership and maintenance of the land.

Recommendation: Staff recommends the conveyance of land for the following reasons:

1. Conveyance will not affect the ongoing use, maintenance and operation of the remaining adjacent rights-of-way within the village
2. The village will not incur any costs for the vacation of the property to the adjacent property owner
3. Vacation of the land to the adjacent property owner (Heritage Church on both sides) will minimize risks and liabilities to the Village and therefore constitutes a benefit to the Village
4. Vacation will relieve the village of any liability with respect to ownership and maintenance of the land
5. The village does not anticipate any negative impact as a result of the vacation as the property being conveyed has been largely maintained and enjoyed by the current owners of the property, Heritage Church at 255 Quentin Road.

255 Quentin Road – Heritage Church: Plat of Vacation
May 6, 2024

Attachments:

- Approval Ordinance
- Attachment A – Plat of Vacation
- Attachment B – ALTA Plat of Survey
- Attachment C – Aerial Map showing location of the property

• Page 3

ORDINANCE NO. 2024-____ - _____

AN ORDINANCE APPROVING THE VACATION OF
CERTAIN UNIMPROVED RIGHT-OF-WAY
(Rose Road at 255 Quentin Road)

WHEREAS, the Rose Road right-of-way (the “right-of-way”) as described in Exhibit A was established as part of the Lake Zurich Estates Subdivision within the County of Lake on May 26, 1926, and recorded with the Lake County Recorder as Document Number 280128 on June 4, 1926; and

WHEREAS, Rose Road was intended to serve as a collector to connect Oakwood Road to Quentin Road within unincorporated Lake County; and

WHEREAS, with the first development of Community Church of Lake Zurich along Quentin Road in the 1970s, a structure was constructed across the unimproved Rose Road right-of-way within the county subdivision, resulting in the northerly 30 feet of the Rose Road right-of-way being vacated to such Church property; and

WHEREAS, as the industrial park in Lake Zurich began to develop and demand for access grew from 1993 onwards, Rose Road was extended easterly and westerly to connect property to Oakwood and Telser Roads; and

WHEREAS, in 1999, with the establishment Lake Zurich Commerce Center Subdivision, Rose Road was terminated as a cul-de-sac and the right-of-way was further built over by a detention pond serving that subdivision thereby eliminating any future possibility of connection of roadway to Quentin Road; and

WHEREAS, the Owners of Community Church of Lake Zurich, currently operating as Heritage Church (the “Church”) is in the process of expanding its facilities and has requested the vacation of the remaining southerly 30 feet of the Rose Road right-of-way; and

WHEREAS, the remaining 30-foot right-of-way was never improved and has remained vacant despite development to the north and west, is no longer connected to the westerly improved portion of Rose Road within the Village’s Industrial Park and therefore no longer viable for the construction of a roadway; and

WHEREAS, there is a village utility that crosses the right-of-way and is contained within an easement, and a portion of the Church detention pond and stormwater inlet pipe lies within the right-of-way; and

WHEREAS, the Village has no objection to the vacation of the unimproved right-of-way as it will not affect the village’s use, maintenance and operation of its utilities and the connection of property within the industrial park; and will relieve the village of any liability associated with the ownership and maintenance of the land.

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

SECTION 1: The foregoing recitals are incorporated herein as though fully set forth in this Paragraph 1.

SECTION 2: The President and Board of Trustees of the Village of Lake Zurich hereby agree to approve the Plat of Vacation of Rose Road as described in Exhibit A, prepared by Engineering Resources Associates, dated June 1, 2023 and last revised on April 11, 2024, such portion of Rose Road being 30 feet wide and 586.31 feet long extending between the westerly boundary of the adjacent church property and Quentin Road with a total land area of 17,589 square feet (0.4 acres); and subject to the following conditions:

1. A portion of the detention pond and stormwater inlet pipe of the Adjacent Property Owner extends into the right-of-way and shall be covered by an easement granted to the village for access.
2. An existing 15-foot wide municipal easement containing a Village water main will remain on the portion of the right-of-way that is vacated.

SECTION 3: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

SECTION 4: Following execution, the Village Clerk shall cause the attached Plat of Vacation to be recorded with the Office of the Lake County Recorder.

PASSED THIS _____ day of _____, 2024.

Ayes:
Nays:
Absent:
Abstain:

APPROVED this ____ day of _____, 2024.

Mayor Tom Poynton

ATTEST:

Village Clerk, Kathleen Johnson

EXHIBIT A
LEGAL DESCRIPTION OF RIGHT-OF-WAY TO BE VACATED

THE SOUTH HALF OF ROSE ROAD LYING NORTH OF AND ADJOINING LOT 10 IN LAKE ZURICH ESTATES, BEING A SUBDIVISION IN SECTIONS 15, 16 AND 21, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1926 AS DOCUMENT NUMBER 280128, IN BOOK "P" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS.

CONTAINING 17,589 SQUARE FEET OR 0.404 ACRES, MORE OR LESS.

EXHIBIT B
PLAT OF VACATION OF ROSE ROAD

EXHIBIT C
AERIAL PHOTOGRAPH SHOWING PORTION TO BE VACATED

PLAT OF VACATION

OF

THE SOUTH HALF OF ROSE ROAD LYING NORTH OF AND ADJOINING LOT 10 IN LAKE ZURICH ESTATES, BEING A SUBDIVISION IN SECTIONS 15, 16, AND 21, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1928 AS DOCUMENT NUMBER 280128, IN BOOK "P" OF PLATS, PAGE 61, IN LAKE COUNTY, ILLINOIS, CONTAINING 17,589 SQUARE FEET OR 0.404 ACRES, MORE OR LESS

LEGEND

—= PROPERTY LINE
 - - - = LOT LINE
 - - - = EASEMENT LINE

ABBREVIATIONS

E EAST
 N NORTH
 S SOUTH
 W WEST
 (XXX)XXX RECORD INFORMATION
 XXXXXX MEASURED INFORMATION

LOCATION MAP
 NOT TO SCALE

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
 COUNTY OF LAKE } SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND VACATED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ACCEPT THE SAME UNDER THE TITLE THEREON INDICATED.

DATED THIS ____ DAY OF _____ A.D. 20__

PRINTED NAME/TITLE _____
 SIGNATURE _____

ATTEST: PRINTED NAME/TITLE _____
 SIGNATURE _____

OWNER'S NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
 COUNTY OF LAKE } SS

I, LAND COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SAID OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/HIS/ SHE SIGNED THE PLAT AT THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL.

THIS ____ DAY OF _____ A.D. 20__ ILLINOIS.

SIGNATURE _____

OWNER: VILLAGE OF LAKE ZURICH
 70 EAST MAIN STREET
 LAKE ZURICH, IL 60047

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURNED TO:
 VILLAGE OF LAKE ZURICH
 70 EAST MAIN STREET
 LAKE ZURICH, IL 60047

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS } SS
 COUNTY OF LAKE } SS

I, _____, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO OUTSTANDING GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS, THIS ____ DAY OF _____ A.D. 20__

LAKE COUNTY CLERK _____

SURVEYOR'S AUTHORIZATION TO RECORD CERTIFICATE

STATE OF ILLINOIS } SS
 COUNTY OF DUPAGE } SS

I, THOMAS B. MARTINEZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE NUMBER 035-003782, DO HEREBY AUTHORIZE THE VILLAGE OF LAKE ZURICH, LAKE COUNTY, ILLINOIS, ITS STAFF OR AUTHORIZED AGENT TO PLACE THIS DOCUMENT OF RECORD IN THE COUNTY RECORDER'S OFFICE IN MY NAME AND IN COMPLIANCE WITH ILLINOIS STATUTES CHAPTER 108 PARAGRAPH 2, AS AMENDED.

GIVEN UNDER MY HAND AND SEAL AT WARRENVILLE, ILLINOIS, THIS ____ DAY OF _____ A.D. 20__.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
 LICENSE EXPIRES NOVEMBER 30, 2024

FOR REVIEW

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
 COUNTY OF DUPAGE } SS
 COUNTY OF LAKE } SS

I, THOMAS B. MARTINEZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782, HEREBY CERTIFY THAT I HAVE SUBMITTED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HAS BEEN PREPARED FOR THE PURPOSE OF VACATING PROPERTY, AND THAT THE PLAT OF RECORD IN THE COUNTY RECORDER'S OFFICE IS IN MY NAME AND IN COMPLIANCE WITH ILLINOIS STATUTES CHAPTER 108 PARAGRAPH 2, AS AMENDED.

GIVEN UNDER MY HAND AND SEAL, THIS ____ DAY OF _____, 20__.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
 LICENSE EXPIRES NOVEMBER 30, 2024

FOR REVIEW

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
 LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184-001184
 LICENSE EXPIRES APRIL 30, 2025

FIELD WORK COMPLETED FEBRUARY 10, 2020

SEAL OF THOMAS B. MARTINEZ
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 035-003782
 STATE OF ILLINOIS

GENERAL NOTES

- THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD 83).
- CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY TO BUILDING USES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
- ALL AREAS LISTED ARE MORE OR LESS.
- ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
04-11-24	SS	VILLAGE COMMENTS			

ENGINEERING RESOURCE ASSOCIATES

35703 WEST AVENUE, SUITE 450
 WARRENVILLE, ILLINOIS 60556
 PHONE: (830) 393-3090
 FAX: (830) 393-2152

219 S. ROSEMORRIS PLAZA, SUITE 875
 CHICAGO, ILLINOIS 60606
 PHONE: (312) 474-7844
 FAX: (312) 474-6099

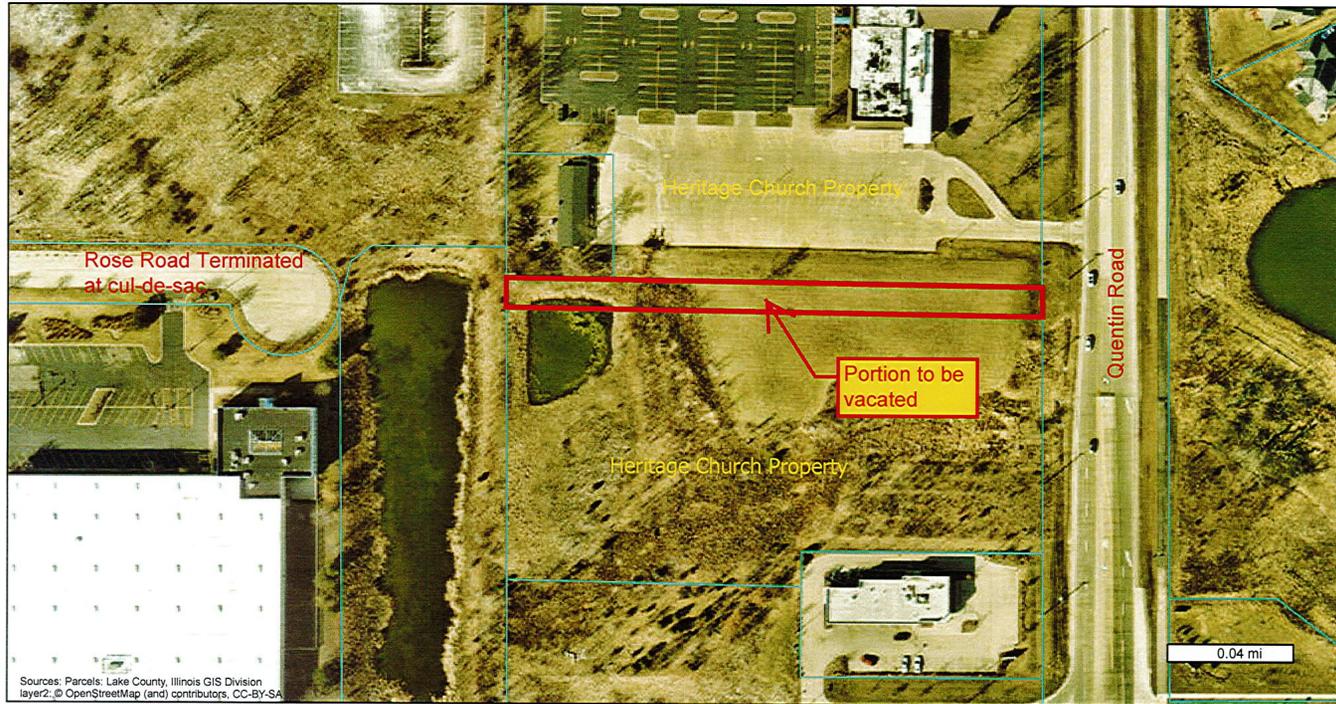
2418 GARDEN DRIVE
 CHAMPAGN, ILLINOIS 61821
 PHONE: (217) 355-6368
 FAX: (217) 355-1502

PREPARED FOR:
PROFESSIONAL BUILDING SERVICES, INC.

TITLE:
**PLAT OF VACATION
 ROSE ROAD
 LAKE COUNTY, IL**

SCALE: 1" = 40'
DATE: 04-01-2023
JOB NO. W20000-02
SHEET 1 OF 1

Lake County, Illinois



Sources: Parcels: Lake County, Illinois GIS Division
layer2; © OpenStreetMap (and) contributors, CC-BY-SA

 Lake County, Illinois

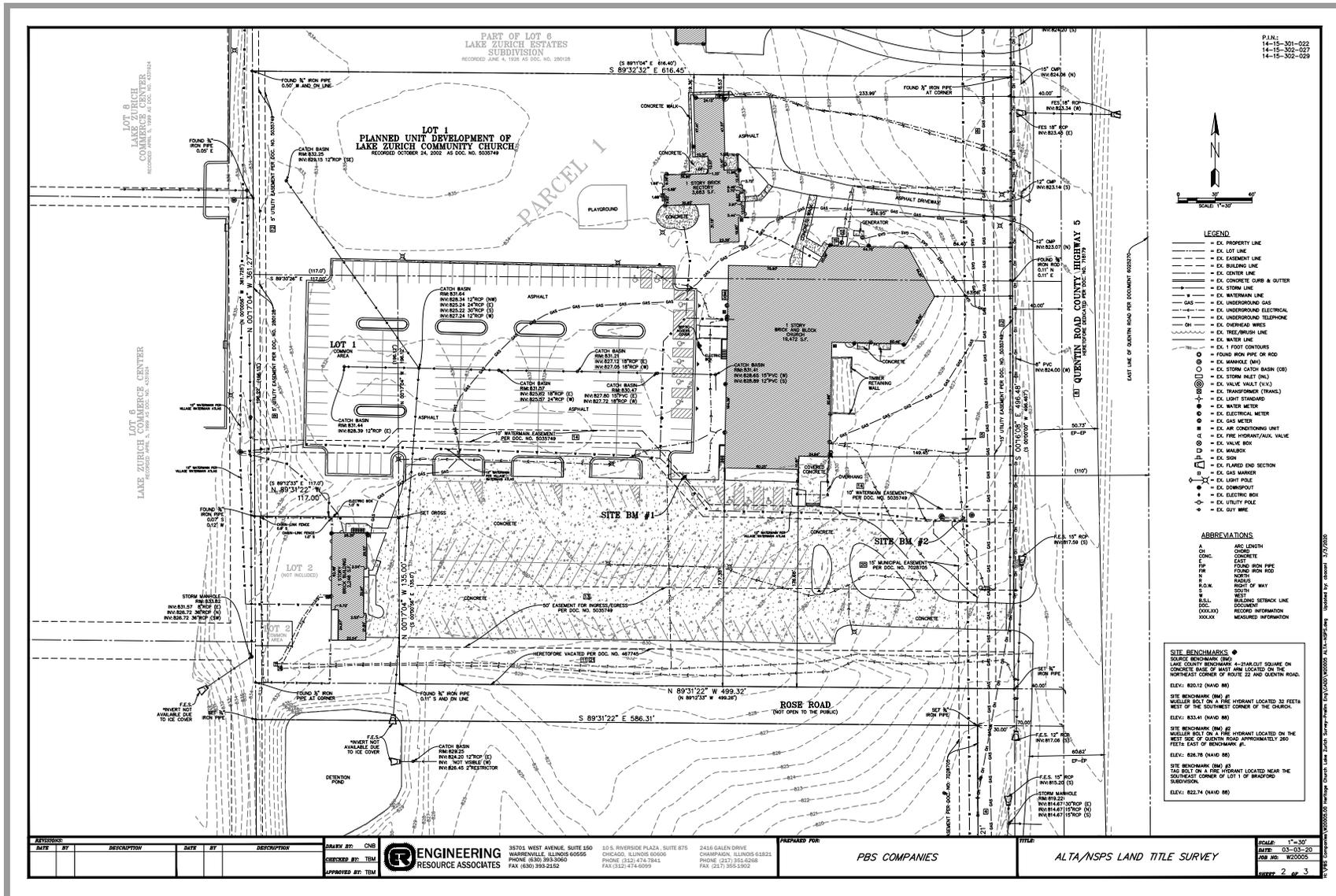
 **LakeCounty**
Map Printed on 5/1/2024

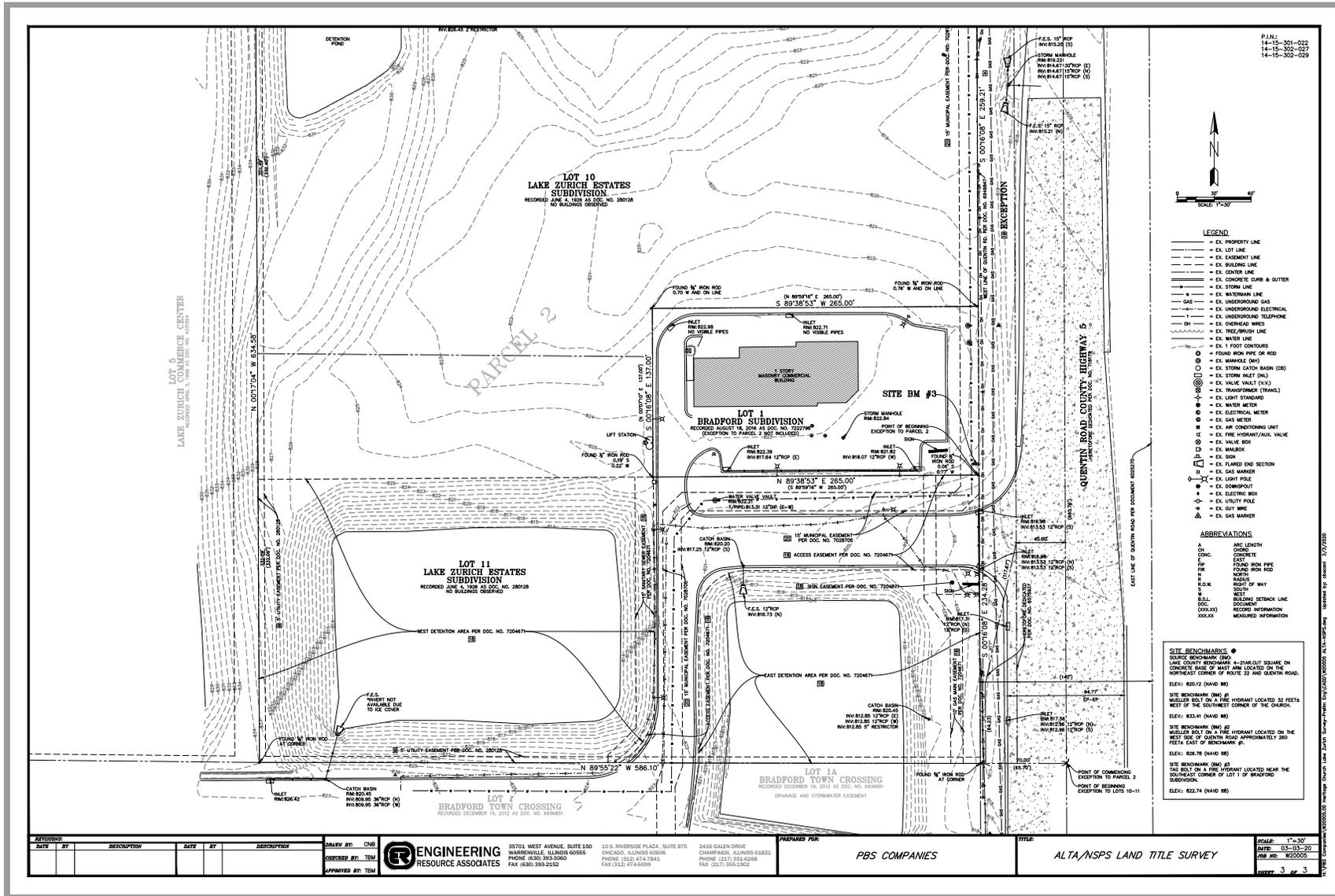
 N

Tax Parcel Lines
Tax Parcel Information

Aerial Map - Rose Road Vacation

Disclaimer: 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.





REVISION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY: CND
 CHECKED BY: TEM
 APPROVED BY: TEM

ENGINEERING
 RESOURCE ASSOCIATES

35703 WEST AVENUE SUITE 400
 WARRENVILLE, ILLINOIS 60556
 PHONE (830) 393-3090
 FAX (830) 393-2152

1015 BROADVIEW PLAZA, SUITE 670
 CHICAGO, ILLINOIS 60606
 PHONE (312) 474-7844
 FAX (312) 474-6099

2418 GARDEN DRIVE
 CHAMPAGNE, ILLINOIS 61821
 PHONE (217) 355-6368
 FAX (217) 355-1502

PREPARED FOR:
PBS COMPANIES

TITLE:
ALTA/NPS LAND TITLE SURVEY

SCALE: 1"=30'
 DATE: 03-10-20
 JOB NO.: 200202
 SHEET: 3 OF 3



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER
Human Resources Division

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

MEMORANDUM

Date: May 1, 2024

To: Ray Keller, Village Manager *PK*

From: Doug Gibson, Human Resources Manager

Subject: Classification and Compensation Study with MGT

AGENDA ITEM



Issue: Staff is recommending a contract between the Village and MGT of America Consulting LLC (“GovHR”) for the purpose of reviewing current compensation practices, evaluating employee benefits to resolve inequities created by deficiencies in the current compensation system, and recommending classification and compensation adjustments. This study is intended to create internal and external position equity and to ensure the Village remains competitive in attracting and retaining talent.

Analysis: The Village has a staff of 164 full-time employees with four collective bargaining units. The compensation and classification system utilized by the Village is very similar to that found in many other municipal settings. There are currently 40 job classes and 20 active pay grades, with employees placed in a particular grade based upon position requirements and necessary job skills.

In 2016 the Village conducted a similar study with a company called Springstead.

The Fiscal Year 2024 budget includes \$75,000 in the General Fund for a classification and compensation study. Staff issued a request for proposals in March of 2024 and received eight responses. After a collaborative review of responses received, Staff is recommending a contract with MGT of America Consulting. With a five-month project timeline, MGT of America Consulting has presented a solid proposal that coincides with the needs of the Village and its employees, while maintaining the Village’s financial integrity.

Recommendation: Staff recommends the Village Board approve an agreement with MGT of America Consulting Group Independent Municipal Advisors in the amount not-to-exceed \$30,000,

which includes professional fees and out-of-pocket expenses related to travel and project administration.

w/Attachments: Proposal
 Contract



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is entered into as of May 6, 2024, 2024 (“Effective Date”) between GovHR a division of MGT of America Consulting, LLC (“GovHR”), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and the Village of Lake Zurich, IL (“Client”), located at 70 E. Main Street, Lake Zurich, IL 60047 collectively referred to herein as the “Parties.”

WHEREAS, GOVHR offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for GovHR’s services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of GovHR’s provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern GovHR’s provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work (“SOW”).

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information (“Services”) each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW (“Contract Documents”). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at GovHR’s discretion.

3. TERM. The term of this Agreement shall commence on the Effective Date and will continue for a period of one (1) year or until terminated in accordance with this Agreement. This Agreement will automatically renew for additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the expiration date.

4. TERMINATION. This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the



breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.

5. INSURANCE. During the Term of this Agreement and any SOW, GovHR will maintain the minimum insurance coverages below. GovHR shall provide Certificates of Insurance to Client upon request and as required under SOWs.

a.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
c.	Business Automobile Liability	\$1,000,000 combined single-limit, non-owned and hired. (GovHR does not own autos)
d.	Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate, follows form
e.	Worker’s Compensation	Per Statute
f.	Employer’s Liability	\$1,000,000 each accident
f.	Professional Liability	\$6,000,000 aggregate

6. INDEMNIFICATION. To the extent permitted by law, each Party shall fully defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, representatives, successors and assigns (collectively, “Indemnified Parties”) from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney’s fees and expenses (“Claims”), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties.

A Party’s indemnity obligations under this Section are contingent upon the indemnified party: a) promptly notifying indemnifying party of each claim; provided, however, that the indemnified Parties failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnified party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party’s ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that indemnifying party shall not settle any claim that includes an admission of wrongdoing by indemnified parties or otherwise adversely affects indemnified parties’ interests without prior consent; and c) at the indemnifying party’s request and expense, providing full information and reasonable assistance to the indemnifying party with respect to such claim.

7. LIMITATION OF LIABILITY. GovHR shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client’s provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT



LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, except for actions or claims resulting from GovHR's gross negligence or intentional or willful misconduct, GovHR's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to GovHR under this Agreement in the twelve (12) months prior to the action giving rise to liability.

8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Illinois, irrespective of the choice of laws principles of the state of Illinois, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal court within Lake County, Illinois and Client hereby accepts venue in each such court.

9. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in Lake County, Illinois. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought in any court of competent jurisdiction. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, GovHR's legal fees and costs should GovHR prevail.

10. CONFIDENTIALITY. Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").



The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. GovHR may, however, disclose Client's name and the general nature of GovHR's work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that GovHR's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide to such data, access or other requirements causes significant delays to GovHR's progression of Services, and GovHR incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. GovHR shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

12. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by GovHR to Client shall be due and payable upon receipt. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide GovHR with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. GovHR reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. GovHR may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

13. MODIFICATION. This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

15. ASSIGNMENT. Neither party may assign any rights nor delegate any duties or obligations under



this Agreement without the express written consent of the other party. Notwithstanding the foregoing, GovHR, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, GovHR, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of GovHR, or its permitted successive assignees or transferees.

16. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering the Services, GovHR is acting as an independent contractor and not as an officer, agent, or employee of the Client. GovHR shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act (“FUTA”), income tax withholding, worker’s compensation, and unemployment insurance, GovHR, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

18. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To GovHR:	To Client:
Name: MGT of America Consulting, LLC	Name: Village of Lake Zurich, IL
ATTN: Legal Notice/Contracts	ATTN: Tom Poynton, Mayor
Address: 4320 West Kennedy Blvd. Tampa, FL 33609	Address: 70 E. Main Street Lake Zurich, IL 60047
Email: contracts@mgtconsulting.com	Email: Tom.poynton@lakezurich.org

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

19. SEVERABILITY. If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

20. COUNTERPARTS AND EXECUTION. This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had



been received.

21. **SURVIVAL.** The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

22. **ENTIRE AGREEMENT.** This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

23. **NON-EXCLUSIVITY.** This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, GovHR may perform Services for any other clients, persons, or companies as GovHR sees fit, so long as the performance of such Services does not interfere with GovHR's performance of obligations under this Agreement, and do not create a conflict of interest.

24. **THIRD PARTY BENEFICIARIES.** Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

MGT OF AMERICA CONSULTING, LLC

VILLAGE OF LAKE ZURICH, IL

Name: A. Trey Traviesa
Title: CEO
Date:

Name: Tom Poynton
Title: Mayor
Date:



**EXHIBIT A
PROFESSIONAL CONSULTING STATEMENT OF WORK**

As of May 6, 2024 (“Effective Date”), GovHR, a division of MGT of America Consulting, LLC (“GovHR”) and the Village of Lake Zurich, IL (“Client”) execute this Statement of Work (“SOW”) pursuant to the Master Services Agreement between the Parties dated May 6, 2024 (“Agreement”).

- 1. **PROJECT: Classification and Compensation Study (includes Benefits review)**
- 2. **SCOPE:** GovHR will conduct a Classification and Compensation Study in accordance with GovHR’s proposal dated April 1, 2024. All terms of the Proposal are incorporated herein by reference.
- 3. **LOCATION - Virtual**
- 4. **PERIOD OF PERFORMANCE/PROJECT TIMELINE:**
The term of this Statement of Work begins on the Effective Date and terminates upon Project completion.
- 5. **COMPENSATION AND REIMBURSABLE EXPENSES**
 - a. Cost- \$26,100
 - b. Expenses- In the event Client prefers in person meetings, GovHR will provide an additional estimate for travel and related expenses.
- 6. **INVOICING AND PAYMENT**
Payment Milestones:

50% of the professional fees to be invoiced after initial project meeting.
50% of the professional fees to be invoiced after project completion.

All invoices are payable within 30 days of receipt, after which a 2% monthly interest charge will accrue.

IN WITNESS WHEREOF, the Parties hereto have executed this Statement of Work.

MGT OF AMERICA CONSULTING, LLC

VILLAGE OF LAKE ZURICH, IL

Name: A. Trey Traviesa
Title: CEO
Date:

Name: Douglas W. Gibson
Title: Human Resources Director
Date: