



AGENDA PACKET
VILLAGE OF LAKE ZURICH
Village Board of Trustees Meeting

June 2, 2025
07:00 pm

VILLAGE OF LAKE ZURICH

VILLAGE BOARD OF TRUSTEES MEETING

JUNE 2, 2025
07:00 PM
AGENDA

1. CALL TO ORDER

2. ROLL CALL

Mayor Thomas Poynton, Trustee Sujatha Bharadwaj, Trustee Jake Marx, Trustee William Riley, Trustee Marc Spaccone, 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

- Proclamation - Gun Violence Awareness Day

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 May 19, 2025

Attachment: [6a.pdf](#)

B. Approval of Executive Session Minutes from the Village Board Meeting of April 7, 2025

C. Approval of Semi-Monthly Warrant Register Dated June 2, 2025 Totaling \$2,161,141.67

Attachment: [6c.pdf](#)

D. Ordinance Granting a Variation for a Front Porch at 17 Lake Street (assign Ord. #2025-06-612)

Summary: Mr. Ronald Vindell has filed a zoning application for a variation for a front porch located at 17 Lake Street. The property is located within the Village's R-5 Single-Family Residential District that requires porches be located no less than 25 feet from any front lot line. The proposed plan provides that the porch will be constructed 11 feet from the front lot line which will encroach into the front yard setback by 14 feet and run along the entire length of the front of the home.

At their May 21, 2025 meeting, the Planning and Zoning Commission recommended approval of the variation for the front porch setback. Staff recommends approval of the ordinance granting the variation.

Attachment: [6d.pdf](#)

E. Ordinance Granting a Variation for an Outside Stairway at 287 Sunrise Lane (assign Ord. #2025-06-613)

Summary: Ms. Jerrett Sita has filed a zoning application for a variation to allow the construction of an outside stairway within the front and side yard setbacks. The home on the property was completed in the early part of 2025 and had met requirements of the zoning code. Upon final inspection of the site, Village staff found work completed without permits including an outside stairway installed within the side yard setback, expansion of the driveway and reconfiguration of the retaining wall into the side yard setback. Staff will assess applicable fines for the work completed without prior permit approval and will inspect for compliance with all other applicable codes and ordinances.

The Planning and Zoning Commission meeting on April 16, 2025 recommended approval of the variation request for the outside stairway built, to remain as constructed. Staff recommends approval of the ordinance granting the variation.

Attachment: [6e.pdf](#)

F. Agreement with Chicagoland Paving for the 2025 Patching Program in the Amount Not-to-Exceed \$150,000

Summary: The FY 2025 budget includes \$150,000 in the Non-Home Rule Sales Tax fund for the 2025 Patching Program. To ensure cost-effective street maintenance, the Village participates in a cooperative bid agreement through the Municipal Partnership Initiative (MPI). The MPI Pavement Patching Program was bid on March 24, 2025, yielding six bids. Staff recommends awarding a contract for the 2025 Patching Program to Chicagoland Paving Contractors in the amount not-to-exceed \$150,000.

Attachment: [6f.pdf](#)

G. Agreement with Pipeview America for Extension of the 2025 Sanitary and Storm Sewer Televising Contract in the Amount Not-to-Exceed \$100,000

Summary: The FY 2025 budget includes \$100,000 in the water and sewer fund for televising Village infrastructure. Closed-circuit television inspection is the most cost efficient and effective method to inspect the internal conditions of underground utilities.

The current televising contract was bid in 2023 as a one-year contract, with the option to extend for two additional years. A bid opening on September 20, 2023 yielded five bids. Staff recommends extending the contract for the final year for the 2025 Sewer Televising Inspection project to Pipeview America in the amount not-to-exceed \$100,000.

Attachment: [6g.pdf](#)

H. Agreement with Layne Christensen Company to Repair Well No. 8 in the Amount Not-to-Exceed \$119,675

Summary: During normal operations on April 9, 2025, the motor protection for Well No.8 pump motor tripped indicating a locked rotor condition. The well is currently out of service to determine if the locked rotor is within the submersible pump or the motor.

Layne Christensen Company as the sole provider of parts and service for the pumping assembly of the well has provided a partial Phase 1 cost estimate for inspection and diagnosis of the pumping equipment. A phase 2 cost estimate and updated project totals will be provided after inspection and diagnosis for board approval.

Staff recommends authorizing the phase 1 proposal from Layne Christensen Company to inspect and diagnose the pumping equipment from Well No. 8 in the amount not-to-exceed \$119,675.

Attachment: [6h.pdf](#)

I. Ordinance Amending Chapters of Title 8 of the Lake Zurich Municipal Code (assign Ord. #2025-06-614)

Summary: From time to time, staff reviews the codes to ensure they are updated, accurate, and serve the needs of the community. Staff have filed an application for amendments to the text of the Lake Zurich Municipal Code to amend sections of Zoning Code Chapter 8-11-1. The proposed amendment changes the maximum allowable height of fences in interior side and rear yards from five feet to six feet, to accommodate fences that are more commonly available commercially and are considered adequate for residential privacy.

The Planning and Zoning Commission held a public hearing on May 21, 2025 and voted unanimously in favor of the proposed amendment. Staff recommend approval of the ordinance enacting the code amendment.

Attachment: [6i.pdf](#)

J. Agreement with Patriot Pavement Maintenance for the 2025 Crack Sealing Program in the Amount Not-to-Exceed \$60,000

Summary: The FY 2025 budget includes \$60,000 in the Motor Fuel Tax fund for preventative street maintenance. The bid opening for the crack sealing program occurred on March 27, 2025 with the Village receiving two bids. Staff recommends awarding a contract for the 2025 Crack Sealing Program to Patriot Paving Maintenance in the amount not-to-exceed \$60,000.

Attachment: [6j.pdf](#)

7. NEW BUSINESS - None at this time.

8. TRUSTEE REPORTS

9. VILLAGE STAFF REPORTS

10. EXECUTIVE SESSION called for the purpose of:

â€¢ 5 ILCS 120 / 2 (c) (21) review of executive session minutes

â€¢ 5 ILCS 120 / 2 (6) setting price for sale/lease of real estate

11. ADJOURNMENT

The next regularly scheduled Village Board meeting is on Monday, June 16, 2025.

UNAPPROVED MINUTES
VILLAGE OF LAKE ZURICH

Board of Trustees
70 East Main Street



Monday, May 19, 2025 7:00 p.m.

1. CALL TO ORDER by Village Manager Ray Keller at 7.00pm.
2. ROLL CALL: Mayor Thomas Poynton, Trustee Sujatha Bharadwaj, Trustee Jake Marx, Trustee William Riley, Trustee Marc Spacone, Trustee Roger Sugrue, Trustee Greg Weider. Mayor Thomas Poynton was absent and excused.

Also in attendance: Village Manager Ray Keller, Village Atty. Scott Uhler, Finance Dir. Rita Kruse, Police Chief Steve Husak, Fire Chief Dave Pilgard, Dir. Of Community Development Sarosh Saher, Public Works Dir. Mike Brown.

Village Manager Keller asked for a motion to appoint Trustee Spacone to be the Temporary Chairperson for the meeting. Trustee Weider made the motion which was seconded by Trustee Riley.

VOICE VOTE

AYES: 6; NAYS: 0; ABSENT: 0 MOTION CARRIED.

3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT

There were none.

5. PRESIDENT'S REPORT / COMMUNITY UPDATE

Proclamation Recognizing May 18-24, 2025 as National Public Works Week

Proclamation Recognizing May 26, 2025 as Memorial Day in Lake Zurich

Proclamation Honoring Deputy Fire Chief John Kelly upon His Retirement from the Village of Lake Zurich after 36 Years of Public Service. D.F.C. Kelly addressed the Board on his retirement.

6. CONSENT AGENDA

- A. Approval of Minutes from the Village Board Meeting of May 5, 2025
- B. Approval of Semi-Monthly Warrant Register Dated May 19, 2025 Totaling \$2,119,029.43

Recommended Action: A motion to accept the Consent Agenda as presented was made by Trustee Marx, seconded by Trustee Riley.

AYES: 6 Trustees Bharadwaj, Marx, Riley, Spacone, Sugrue, Weider.

NAYS: 0

ABSENT: 0

MOTION CARRIED.

Village of Lake Zurich Board of Trustees Regular Meeting. Monday, May 19th 2025. 2

7. NEW BUSINESS

A. Courtesy Review for Advocate Outpatient Medical Center at Corner of Rand Road and Miller Road

Summary: Advocate Health Care is seeking the Village Board's input on the development of the northwest corner of Miller and Rand Road with a new Ambulatory Outpatient Clinic. The clinic will offer primary care services, immediate care services, laboratory services and x-ray services.

The property currently consists of five 1-acre lots located in unincorporated Lake County that are owned by the Foglia Foundation. The new Outpatient Clinic is proposed to be approximately 12,500 square feet and will be designed to accommodate future ambulatory medical services to the community.

The development of the unincorporated properties would necessitate annexation to the Village, zoning within a B-1 local and community business zoning district and consolidation of the 5 lots to one 5-acre zoning lot.

Community Development Dir. Sarosh Saher introduced the team from Advocate Health Care. James Slinkman, Sr. V.P. and Associate General Counsel addressed the Board giving background on the property. President of Advocate Health Care, Karen Lambert, gave history of Good Shepherd Hospital. Trent Gorden, V.P. of Business Development was next to address the Board followed by Peter Messina, Enterprise V.P., Planning Design and Construction. Lastly Peter Bieser, Design Manager, gave a PowerPoint presentation of the property and possible design. Points from the presentation were the Lake Zurich and Wauconda facilities are at capacity; would be able to offer 24/7 service with lab and x-ray services with room for expansion; would like to annex the property into the Village of Lake Zurich.

The team answered the Board's questions which included traffic flow at Rt 12 and Miller Road; timeline of development; impact on the current facilities in Lake Zurich and Wauconda. The latter will stay open. Positive feedback was given to the Advocate Health Care team.

Recommended Action: This is a non-voting item at this time. The developer and Village staff seek to understand the Board's preferences towards the proposed use at this site.

8. TRUSTEE REPORTS

Trustee Bharadwaj reported on the Styrofoam recycling programme and the addition of one Saturday a month for the summer.

Trustee Marx gave information on the new Adopt-a-Block programme.

Trustee Spacone reminded residents about the American Legion Memorial Day event at 11am on Monday May 26th, 2025.

9. VILLAGE STAFF REPORTS

- Monthly data metrics

10. ADJOURNMENT

A motion was made by Trustee Marx, seconded by Trustee Bharadwaj, to adjourn the meeting.

AYES: 6 Trustees Bharadwaj, Marx, Riley, Spacone, Sugrue, Weider.

NAYS: 0

ABSENT: 0

MOTION CARRIED.

Village of Lake Zurich Board of Trustees Regular Meeting. Monday, May 19th 2025. 3

The meeting adjourned at 7.39pm

Respectfully submitted:

Kathleen Johnson, Village Clerk.

Approved by:

Mayor Thomas M. Poynton

Date

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Item	GL Number	GL Desc	Invoice Description	Amount	
Fund 101 GENERAL					
Dept 00000					
1	101-00000-14101	INVENTORY	POSTAGE REPLENISH A/C #34328807	2,000.00	
2	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - BALLERINA CAMP	109.00	
3	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - PICKLEBALL 123	104.00	
4	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - LBP PREBALLET A	20.52	
5	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - LBP PRE BALLET A/B	10.80	
6	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - HIP HOP I	10.80	
7	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - EMPOWER DANCE	10.80	
8	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - MINI JAZZ	10.80	
9	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - MINI JAZZ	10.80	
10	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - JAZZ II	15.21	
11	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - CONTEMP LYRICAL I	16.90	
12	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - LBP BALLET III	47.76	
13	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - HIP HOP I	10.80	
14	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - ADULT TOT SOCCER	7.42	
15	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - CONTEMP LYRICAL I	14.09	
16	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - MINI JAZZ	10.80	
17	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - MINI JAZZ	10.80	
18	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - LBP PRE BALLET B	10.80	
19	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - PRODUCTION	38.04	
20	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - JAZZ I B	30.58	
21	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - BALLET & TAP I	10.80	
22	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - PRODUCTION	109.49	
23	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - CONTEMP LYRICAL II	14.10	
24	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - BALLET & TAP III	10.80	
25	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - DANCE AND MOVE	8.90	
26	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - IMPULSE PETITE	25.36	
27	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - ADULT DANCE - TAP	40.60	
28	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - LB BARN MONDAY	20.00	
29	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - MINI JAZZ	10.80	

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Item	GL Number	GL Desc	Invoice Description	Amount
30	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - HIP HOP I	12.96
31	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - ADULT DANCE - TAP	14.13
32	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - PRODUCTION	37.49
33	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - BALLET & TAP I	10.80
34	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - BALLET & TAP I	10.80
35	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - MINI JAZZ	10.80
36	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - LBP BALLET II	25.36
37	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - EMPLOWER DANCE	10.80
38	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - DANCE AND MOVE	8.90
39	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - MINI JAZZ	10.80
40	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - HIP HOP I	10.80
41	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - BALLET & TAP I	10.80
42	101-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - MAY 2025	<u>481.16</u>
		Total For Dept 00000		<u>3,407.17</u>
 Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
1	101-10001-48301	MISCELLANEOUS INCOME	FRAUD	(519.30)
2	101-10001-48301	MISCELLANEOUS INCOME	FRAUD	(1,103.90)
3	101-10001-48301	MISCELLANEOUS INCOME	FRAUD	(839.00)
		Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION		<u>(2,462.20)</u>
 Dept 11006 LEGISLATIVE MAYOR & BOARD				
1	101-11006-51654	MEMBERSHIPS & SUBSCRIP	LEAGUE DUES 2025-2026	1,965.71
2	101-11006-53211	OTHER SUPPLIES	NAME BADGES - POYNTON, RILEY, SPAONE	84.00
		Total For Dept 11006 LEGISLATIVE MAYOR & BOARD		<u>2,049.71</u>
 Dept 12001 VILLAGE ADMIN ADMINISTRATION				
1	101-12001-51652	TRAINING AND MEETINGS	PARKING	46.00
2	101-12001-51652	TRAINING AND MEETINGS	ILCMA MEETING	65.00
3	101-12001-51652	TRAINING AND MEETINGS	COFFEE WITH THE MAYOR	51.58
4	101-12001-51654	MEMBERSHIPS & SUBSCRIP	2025 MEMBERSHIP DUES	200.00

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Item	GL Number	GL Desc	Invoice Description	Amount
5	101-12001-52111	OTHER PROFESSIONAL SVCS	COMMERCIAL PROPERTY TAX APPEALS	915.48
		Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION		1,278.06
		Dept 12120 VILLAGE ADMIN HUMAN RESOURCES		
1	101-12120-51655	EMPLOYEE RECOGNITION	NEW HIRE LUNCH	169.86
2	101-12120-52203	LABOR ATTORNEY	LEGAL SERVICES - MAR	3,652.50
3	101-12120-52203	LABOR ATTORNEY	LEGAL SERVICES - FEB	654.50
4	101-12120-54303	LEGAL NOTICE/PUBLISHING	JOB AD POSTING - DEPUTY FIRE CHIEF	50.00
		Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES		4,526.86
		Dept 13001 FINANCE ADMINISTRATION		
1	101-13001-51652	TRAINING AND MEETINGS	GFOA CONFERNCE - AIRFARE - KRUSE	203.97
2	101-13001-51654	MEMBERSHIPS & SUBSCRIP	ICPAS 2025 MEMBERSHIP - KRUSE	375.00
3	101-13001-53208	OFFICE SUPPLIES	DOOR NAMEPLATE HOLDERS	48.00
		Total For Dept 13001 FINANCE ADMINISTRATION		626.97
		Dept 17001 TECHNOLOGY ADMINISTRATION		
1	101-17001-51654	MEMBERSHIPS & SUBSCRIP	DRONE REGISTRATION	5.00
2	101-17001-52111	OTHER PROFESSIONAL SVCS	AWS CLOUD SVCS - APR	15.66
3	101-17001-52111	OTHER PROFESSIONAL SVCS	GOOGLE SERVICE - APR	43.20
4	101-17001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2025 - JUN	2,095.60
5	101-17001-52111	OTHER PROFESSIONAL SVCS	VOLZ.ORG DOMAIN RENEWAL	89.98
6	101-17001-53407	EQUIP MAINT PART&SUPPLIE	PROJECTOR LIGHT BULB FOR FIRE	166.04
		Total For Dept 17001 TECHNOLOGY ADMINISTRATION		2,415.48
		Dept 24001 POLICE ADMINISTRATION		
1	101-24001-51652	TRAINING AND MEETINGS	ILEAP CONFERENCE FEE	339.00
2	101-24001-51652	TRAINING AND MEETINGS	CALEA CONFERENCE HOTEL	433.64
3	101-24001-51652	TRAINING AND MEETINGS	CHIEFS TRAINING - MAY	60.00
4	101-24001-51652	TRAINING AND MEETINGS	CALEA LUNCH	17.13
5	101-24001-51652	TRAINING AND MEETINGS	CALEA LUNCH	21.03

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Item	GL Number	GL Desc	Invoice Description	Amount
6	101-24001-51654	MEMBERSHIPS & SUBSCRIPTIONS	ANNUAL MEMBERSHIP	3,135.00
7	101-24001-53204	MOBILE VOICE & DATA	CELL PHONES - PD	619.54
8	101-24001-53207	PRINTING-STATIONERY/FORM	ECITATION PRINTER PAPER	117.52
9	101-24001-53208	OFFICE SUPPLIES	LABEL MAKER TAPE CARTRIDGES	20.19
10	101-24001-53208	OFFICE SUPPLIES	RECORDS - PRINTER LABELS	20.96
11	101-24001-53208	OFFICE SUPPLIES	RECORDS - GLUE, TAB FOLDERS	23.38
12	101-24001-53209	UNIFORMS	REIMB: SHOES	151.55
13	101-24001-53401	CUSTODIAL SUPPLIES	FLOOR DRAIN CLOG REMOVER	23.68
14	101-24001-56601	CAPITAL LEASE	FLOCK CAMERAS ANNUAL FEE	
			Total For Dept 24001 POLICE ADMINISTRATION	<u>20,100.00</u>
				25,082.62
 Dept 24210 POLICE OPERATIONS				
1	101-24210-51652	TRAINING AND MEETINGS	ILEAS CONFERENCE - GAS	43.98
2	101-24210-51652	TRAINING AND MEETINGS	REIMB: SAFETY SEAT RECERTIFICATION	95.00
3	101-24210-51652	TRAINING AND MEETINGS	ILEAS CONFERENCE - GAS	45.06
4	101-24210-52704	MAINT-EQUIPMENT	RADAR REPAIRS	272.50
5	101-24210-53209	UNIFORMS	SHIRTS - MARINE UNIT	100.44
6	101-24210-53209	UNIFORMS	REIMB: UNIFORM ITEMS	55.95
7	101-24210-53209	UNIFORMS	REIMB: UNIFORM ITEMS	75.95
8	101-24210-53209	UNIFORMS	NEW HIRE T-SHIRTS	99.17
9	101-24210-53209	UNIFORMS	POLICE ACADEMY UNIFORMS	282.00
10	101-24210-53209	UNIFORMS	NAME TAG, ID PATCHES, CARRIER - FERNANDEZ	326.98
11	101-24210-53211	OTHER SUPPLIES	RANGE CART	
			Total For Dept 24210 POLICE OPERATIONS	<u>176.45</u>
				1,573.48
 Dept 24230 POLICE CRIME PREVENTION				
1	101-24230-52111	OTHER PROFESSIONAL SVCS	ANNUAL SUBSCRIPTION	
			Total For Dept 24230 POLICE CRIME PREVENTION	<u>3,771.00</u>
				3,771.00
 Dept 24240 POLICE INTERGOVERNMENTAL				
1	101-24240-51654	MEMBERSHIPS & SUBSCRIPTIONS	MCAT ANNUAL DUES	500.00

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Item	GL Number	GL Desc	Invoice Description	Amount
2	101-24240-53209	UNIFORMS	REIMB: SRO CLOTHES	270.36
		Total For Dept 24240 POLICE INTERGOVERNMENTAL		770.36
		Dept 25001 FIRE ADMINISTRATION		
1	101-25001-51652	TRAINING AND MEETINGS	ESO CONFERENCE FLIGHT	583.96
2	101-25001-51652	TRAINING AND MEETINGS	REFUND -ESO CONFERENCE FLIGHT	(594.25)
3	101-25001-51654	MEMBERSHIPS & SUBSCRIPTIONS	EXPLORER ADVISOR REGISTRATION	154.00
4	101-25001-51655	EMPLOYEE RECOGNITION	FLAG SPREADER	68.30
5	101-25001-51655	EMPLOYEE RECOGNITION	FLAG CASE	211.90
6	101-25001-51655	EMPLOYEE RECOGNITION	RETIREMENT SUPPLIES - WATER	39.16
7	101-25001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2025 - JUN	1,128.40
8	101-25001-52203	LABOR ATTORNEY	LEGAL SERVICES - FEB	962.50
9	101-25001-52203	LABOR ATTORNEY	LEGAL SERVICES - MAR	4,637.50
10	101-25001-53204	MOBILE VOICE & DATA	ICLOUD 50BG STORAGE - MAY	0.99
11	101-25001-53204	MOBILE VOICE & DATA	CELL PHONES - FIRE	142.79
12	101-25001-53206	POSTAGE & SHIPPING	SHIPPING	33.63
13	101-25001-53208	OFFICE SUPPLIES	TAG KEY CHAINS	7.99
14	101-25001-53209	UNIFORMS	PANTS	334.80
15	101-25001-53209	UNIFORMS	RAIN DEFENDERS	138.16
16	101-25001-53209	UNIFORMS	BADGES	2,166.10
17	101-25001-53209	UNIFORMS	RE-SOLE BOOTS	140.00
18	101-25001-53209	UNIFORMS	MILWAUKEE PACKOUT	49.97
19	101-25001-53209	UNIFORMS	PANTS - WIECEK	84.00
20	101-25001-53209	UNIFORMS	CAP, JACKET, SHIRTS, PANTS - CAMPBELL	268.00
21	101-25001-53209	UNIFORMS	SHIRTS, PANTS - JOHNSON	145.00
22	101-25001-53211	OTHER SUPPLIES	MEASURING CUPS	25.99
23	101-25001-53211	OTHER SUPPLIES	KITCHEN SUPPLIES - NINJA, PLATES	179.98
24	101-25001-53211	OTHER SUPPLIES	BOTTLE FILLING STATION	1,299.00
25	101-25001-53211	OTHER SUPPLIES	TOWELS, TISSUE	245.71
26	101-25001-53211	OTHER SUPPLIES	CLEANER, DETERGENT, LINERS	187.25
27	101-25001-53211	OTHER SUPPLIES	TOWELS, TISSUE, DRYER SHEETS, CLEANER	348.21

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Item	GL Number	GL Desc	Invoice Description	Amount
28	101-25001-53405	BLDG & GROUND MAINT SUPP	FILTERS	33.96
29	101-25001-54305	EMPLOYEE EXAMS	FILTERS	153.07
30	101-25001-54305	EMPLOYEE EXAMS	BOFPC MTG, INTERVIEWS - SANDWICHES	41.08
31	101-25001-54305	EMPLOYEE EXAMS	POLYGRAPH EXAM - WOLSKI	210.00
32	101-25001-54305	EMPLOYEE EXAMS	BACKGROUND CHECKS A/C #06431	135.00
33	101-25001-56601	CAPITAL LEASE	STRYKER ALS AGREEMENT	<u>197,462.91</u>
		Total For Dept 25001 FIRE ADMINISTRATION		211,025.06
		Dept 25320 FIRE FIRE SUPPRESSION		
1	101-25320-51652	TRAINING AND MEETINGS	REIMB - ACCOMODATIONS	372.90
2	101-25320-51652	TRAINING AND MEETINGS	EXPLORER TRAINING - HUNTLEY	278.16
3	101-25320-51652	TRAINING AND MEETINGS	TRAINING - FIRE MARSHALL	30.00
4	101-25320-51652	TRAINING AND MEETINGS	OFFICER DEVELOPMENT TRAINING	3,588.00
5	101-25320-51652	TRAINING AND MEETINGS	VEIS TRAINING - STODOLA	75.00
6	101-25320-53204	MOBILE VOICE & DATA	CELL PHONES - FIRE	273.15
7	101-25320-53209	UNIFORMS	EXPLORER HELMETS	3,555.00
8	101-25320-53209	UNIFORMS	HELMET SHIELDS	590.00
9	101-25320-53209	UNIFORMS	FIRE BOOTS AND GLOVES	1,299.98
10	101-25320-53211	OTHER SUPPLIES	REHAB SUPPLIES	25.98
11	101-25320-53211	OTHER SUPPLIES	REHAB SUPPLIES	71.58
12	101-25320-53407	EQUIP MAINT PART&SUPPLIE	SCBA WORK BENCHES	<u>559.98</u>
		Total For Dept 25320 FIRE FIRE SUPPRESSION		10,719.73
		Dept 25330 FIRE EMS		
1	101-25330-51652	TRAINING AND MEETINGS	FDIC - YEE	87.00
2	101-25330-53211	OTHER SUPPLIES	NASAL KITS, CATHETER SUCTIONS, AIRWAY SETS	342.24
3	101-25330-53211	OTHER SUPPLIES	OXYGEN RENTAL	<u>161.45</u>
		Total For Dept 25330 FIRE EMS		590.69
		Dept 25340 FIRE SPECIAL RESCUE		
1	101-25340-51652	TRAINING AND MEETINGS	KENYON STRUCTURAL CLASS - HOTEL	604.55

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2	101-25340-53211	OTHER SUPPLIES	REF DUPE CREDIT TAKEN	600.00
3	101-25340-53211	OTHER SUPPLIES	GAS DETECTORS	<u>114.80</u>
			Total For Dept 25340 FIRE SPECIAL RESCUE	<u>1,319.35</u>
			Dept 25350 FIRE FIRE PREVENTION BUREAU	
1	101-25350-53204	MOBILE VOICE & DATA	CELL PHONES - FIRE	<u>204.85</u>
			Total For Dept 25350 FIRE FIRE PREVENTION BUREAU	<u>204.85</u>
			Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION	
1	101-28001-51652	TRAINING AND MEETINGS	APWA APR MEETING	225.00
2	101-28001-51652	TRAINING AND MEETINGS	PZC REFRESHMENTS - CROISSANTS, BAKERY	9.14
3	101-28001-51652	TRAINING AND MEETINGS	NPC 25 GROUND TRANSPORATION	20.00
4	101-28001-51652	TRAINING AND MEETINGS	NPC 25 GROUND TRANSPORATION	<u>20.00</u>
			Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION	<u>274.14</u>
			Dept 36001 PUBLIC WORKS ADMINISTRATION	
1	101-36001-51652	TRAINING AND MEETINGS	SNOW CONF LODGING - SCHULER	703.26
2	101-36001-51652	TRAINING AND MEETINGS	SNOW CONF - BONESTROO	990.00
3	101-36001-51652	TRAINING AND MEETINGS	NATL PUBLIC WORKS POSTER	21.00
4	101-36001-51652	TRAINING AND MEETINGS	APWA APR MEETING	45.00
5	101-36001-51652	TRAINING AND MEETINGS	SNOW CONF LODGING - BONESTROO	591.17
6	101-36001-51652	TRAINING AND MEETINGS	EXPO CANDY	36.18
7	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 05/15	32.55
8	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 05/22	32.55
9	101-36001-52701	MAINT-BLDGS & GROUNDS	VILLAGE HALL PEST CONTROL - MAY	79.50
10	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 05/15	66.63
11	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 05/22	66.63
12	101-36001-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - MAY	<u>5,716.85</u>
13	101-36001-52701	MAINT-BLDGS & GROUNDS	FD EXHAUST DIAGNOSTIC	160.00
14	101-36001-52701	MAINT-BLDGS & GROUNDS	FD DIAGNOSTIC	335.00
15	101-36001-52701	MAINT-BLDGS & GROUNDS	505 WEST DOOR LUBRICANTS	515.00

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16	101-36001-52701	MAINT-BLDGS & GROUNDS	PD OVERHEAD MAINTENANCE	450.00
17	101-36001-52701	MAINT-BLDGS & GROUNDS	GARAGE DOOR REPAIR - PD	1,145.00
18	101-36001-52701	MAINT-BLDGS & GROUNDS	PD ANNUAL ELEVATOR MAINT IMPACT FEE	125.00
19	101-36001-52704	MAINT-EQUIPMENT	MAINTENANCE OF FIRE EXTINGUISHERS VH	300.33
20	101-36001-53208	OFFICE SUPPLIES	PACKING TAPE	16.99
21	101-36001-53209	UNIFORMS	PPE BOOTS - AMATO	134.95
22	101-36001-53209	UNIFORMS	PPE BOOTS - CERNOCK	215.94
23	101-36001-53209	UNIFORMS	SCREEN PRINT	112.00
24	101-36001-53209	UNIFORMS	PPE VESTS	161.62
25	101-36001-53401	CUSTODIAL SUPPLIES	SOAP, BAGS	180.00
26	101-36001-53403	LANDSCAPING SUPPLIES	TOPSOIL #236060	99.60
27	101-36001-53404	RIGHT OF WAY SUPPLIES	HOOKS	85.90
28	101-36001-53404	RIGHT OF WAY SUPPLIES	FENCE EPOXY	26.50
29	101-36001-53404	RIGHT OF WAY SUPPLIES	SEWER PIPE AND FITTINGS	1,405.32
30	101-36001-53405	BLDG & GROUNDS SUPPLIES	HDMI CABLE	79.99
31	101-36001-53405	BLDG & GROUNDS SUPPLIES	BC MIX VALVE	49.99
32	101-36001-53405	BLDG & GROUNDS SUPPLIES	FD FRIDGE FILTER	21.59
33	101-36001-53405	BLDG & GROUNDS SUPPLIES	POST REFLECTORS	175.01
34	101-36001-53405	BLDG & GROUNDS SUPPLIES	505 PRESSURE WASHER PLUMBING	48.05
35	101-36001-53405	BLDG & GROUNDS SUPPLIES	FD LIGHTING	59.39
36	101-36001-53405	BLDG & GROUNDS SUPPLIES	EXTENSION TUBE	10.50
37	101-36001-53405	BLDG & GROUNDS SUPPLIES	505 PRESSURE WASHER PLUMBING	27.60
38	101-36001-53405	BLDG & GROUNDS SUPPLIES	505 PRESSURE WASHER PLUMBING	168.69
39	101-36001-53405	BLDG & GROUNDS SUPPLIES	PLUMBING FITTINGS	37.65
40	101-36001-53405	BLDG & GROUNDS SUPPLIES	GARBAGE CAN	51.00
41	101-36001-53407	EQUIP MAINT PART&SUPPLIE	PRESSURE HOSE	27.96
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				14,607.89
Dept 36420 PUBLIC WORKS PARK MAINTENANCE				
1	101-36420-52701	MAINT-BLDGS & GROUNDS	BUFFALO CREEK PEST CONTROL - MAY	77.22
2	101-36420-52701	MAINT-BLDGS & GROUNDS	PAULUS PK PEST CONTROL - MAY	84.04

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3	101-36420-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - MAY	7,444.31
4	101-36420-53201	ELECTRICITY	7 E MAIN ST	31.46
5	101-36420-53202	NATURAL GAS	125 N OLD RAND RD	64.10
6	101-36420-53401	CUSTODIAL SUPPLIES	SOAP, BAGS	2,396.00
7	101-36420-53403	LANDSCAPING SUPPLIES	BUSHES	870.75
8	101-36420-53403	LANDSCAPING SUPPLIES	LANDSCAPE PADS	11.88
9	101-36420-53403	LANDSCAPING SUPPLIES	CATCH GRATE	135.79
10	101-36420-53403	LANDSCAPING SUPPLIES	HOSE REEL	90.00
11	101-36420-53405	BLDG & GROUND MAINT SUPP	BC MIX VALVE	38.99
12	101-36420-53405	BLDG & GROUND MAINT SUPP	CONNECTOR	9.99
13	101-36420-53405	BLDG & GROUND MAINT SUPP	PRESSURE HOSE	31.44
14	101-36420-53405	BLDG & GROUND MAINT SUPP	4X4 UPRIGHTS	90.72
15	101-36420-53405	BLDG & GROUND MAINT SUPP	BARN SIGN MOUNTING HARDWARE	34.86
16	101-36420-53405	BLDG & GROUND MAINT SUPP	BEV PAV SCREWS	59.94
17	101-36420-53405	BLDG & GROUND MAINT SUPP	CAULK	20.96
18	101-36420-53405	BLDG & GROUND MAINT SUPP	PAULUS PARK GAZEBO LUMBER	218.45
19	101-36420-53405	BLDG & GROUND MAINT SUPP	PUMPS RETURN	(390.33)
20	101-36420-53405	BLDG & GROUND MAINT SUPP	PUMPS	842.63
21	101-36420-53405	BLDG & GROUND MAINT SUPP	WAGO LEVER	7.97
22	101-36420-53405	BLDG & GROUND MAINT SUPP	GAURD SHACK LUMBER	65.93
23	101-36420-53407	EQUIP MAINT PART&SUPPLIE	PACKING TAPE	541.25
24	101-36420-53417	SAND & GRAVEL	BEACH SAND	1,106.60
25	101-36420-54306	EQUIPMENT RENTAL	CONDITIONER RENTAL	345.00
		Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE		14,229.95
		Dept 36471 PUBLIC WORKS FLEET SERVICES		
1	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 05/15	32.68
2	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 05/22	32.68
3	101-36471-52111	OTHER PROFESSIONAL SVCS	I-PASS RENEWAL	20.00
4	101-36471-52111	OTHER PROFESSIONAL SVCS	PLATE RENEWAL 122	154.40
5	101-36471-52118	SOFTWARE MAINTENANCE	FORD SOFTWARE RENEWAL	800.00

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6	101-36471-52703	MAINT-VEHICLES	ENGINE REPAIR 246	6,445.47
7	101-36471-53211	OTHER SUPPLIES	SECURITY VIDEO MOUNT	146.98
8	101-36471-53211	OTHER SUPPLIES	HOSE GUN	17.96
9	101-36471-53211	OTHER SUPPLIES	BALANCING SUPPLIES	150.11
10	101-36471-53406	AUTO PARTS & SUPPLIES	AIR HORN CHECK VALVE	44.46
11	101-36471-53406	AUTO PARTS & SUPPLIES	CHECK VALVE	29.00
12	101-36471-53406	AUTO PARTS & SUPPLIES	WHEEL COVER 7495	113.60
13	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - PARTS RETURN	(152.39)
14	101-36471-53406	AUTO PARTS & SUPPLIES	SOLENOID	187.79
15	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - WARRANTY RETURN	(152.39)
16	101-36471-53406	AUTO PARTS & SUPPLIES	OIL FILTER	29.76
17	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	333.24
18	101-36471-53406	AUTO PARTS & SUPPLIES	BATTERY	152.39
19	101-36471-53406	AUTO PARTS & SUPPLIES	TIRES 121	825.56
20	101-36471-53406	AUTO PARTS & SUPPLIES	SQUAD TIRES	2,097.00
21	101-36471-53406	AUTO PARTS & SUPPLIES	ANTENNA	192.45
22	101-36471-53406	AUTO PARTS & SUPPLIES	GASKET	14.59
23	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SPRING	5.97
24	101-36471-53407	EQUIP MAINT PART&SUPPLIE	GAUGE	143.19
25	101-36471-53407	EQUIP MAINT PART&SUPPLIE	BATTERY	268.15
26	101-36471-53407	EQUIP MAINT PART&SUPPLIE	CREDIT - CORE RETURN	(18.00)
27	101-36471-53407	EQUIP MAINT PART&SUPPLIE	BATTERY	172.59
28	101-36471-53407	EQUIP MAINT PART&SUPPLIE	AIR FILTER	55.04
29	101-36471-53407	EQUIP MAINT PART&SUPPLIE	DRAIN VALVE	131.63
30	101-36471-53414	CHEMICALS	BRAKE KLEEN	352.08
31	101-36471-53415	FUELS	DIESEL & FUEL #1912284	8,291.45
32	101-36471-53415	FUELS	DIESEL & FUEL#1912285	6,584.67
Total For Dept 36471 PUBLIC WORKS FLEET SERVICES				27,502.11
Dept 67001 RECREATION ADMINISTRATION				
1	101-67001-53208	OFFICE SUPPLIES	USB FLASH DRIVES	16.88

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2	101-67001-53208	OFFICE SUPPLIES	COPY PAPER	131.97
3	101-67001-53211	OTHER SUPPLIES	BCA WINDOW COVERING	279.03
4	101-67001-53212	PROGRAM SUPPLIES	DOG WASTE STATION BAGS	689.85
5	101-67001-53212	PROGRAM SUPPLIES	WINDOW GRAPHIC FILM	476.82
6	101-67001-53212	PROGRAM SUPPLIES	DOG WASTE STATION SIGNS	1,528.99
Total For Dept 67001 RECREATION ADMINISTRATION				3,123.54
Dept 67935 RECREATION DANCE				
1	101-67935-50113	SEASONAL	LESSON PLANS	75.00
2	101-67935-52115	RECREATION PROGRAM SERVICE	EOY DANCE BANQUET RENTAL	200.00
3	101-67935-53211	OTHER SUPPLIES	RECITAL COSTUMES - HAT	8.81
4	101-67935-53211	OTHER SUPPLIES	FILING CABINET FOR GATEHOUSE	108.00
5	101-67935-53211	OTHER SUPPLIES	RECITAL COSTUMES - SHIRTS, HEADBANDS, PANTS	446.86
6	101-67935-53211	OTHER SUPPLIES	RECITAL COSTUMES - LEGGINGS, SUIT, PANTS	84.13
7	101-67935-53211	OTHER SUPPLIES	TEACHER SUPPLIES - CALENDAR	18.99
8	101-67935-53211	OTHER SUPPLIES	RECITAL COSTUMES - HAT	12.30
9	101-67935-53211	OTHER SUPPLIES	RECITAL COSTUMES - STICKERS, HAIR CLIPS, TAPE	52.85
10	101-67935-53211	OTHER SUPPLIES	RECITAL COSTUMES REFUND - SUITS	(63.55)
11	101-67935-53211	OTHER SUPPLIES	RECITAL COSTUMES - LEGGINGS, SKIRTS, COSTUMES	475.53
12	101-67935-53213	FUNDRAISING EXPENSES	ROBO TEXT FOR RECITAL TICKETS	5.12
13	101-67935-53213	FUNDRAISING EXPENSES	INSTRUCTOR COMPETITION HOTEL ROOM	673.48
Total For Dept 67935 RECREATION DANCE				2,097.52
Dept 67940 RECREATION PRESCHOOL				
1	101-67940-53211	OTHER SUPPLIES	BCA WINDOW COVERING	279.02
2	101-67940-53212	PROGRAM SUPPLIES	MAGNETIC SHEETS	7.15
3	101-67940-53212	PROGRAM SUPPLIES	POTS	67.96
4	101-67940-53212	PROGRAM SUPPLIES	COTTON BALLS, BAND-AIDS	45.97
5	101-67940-53212	PROGRAM SUPPLIES	YBR PRESCHOOL T-SHIRTS	908.25
Total For Dept 67940 RECREATION PRESCHOOL				1,308.35

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Dept 67945 RECREATION YOUTH PROGRAMS				
1	101-67945-52115	RECREATION PROGRAM SERVICE	SPRING I ART CLASS	437.50
2	101-67945-52115	RECREATION PROGRAM SERVICE	LITTLE DOCTOR MEDICAL SCHOOL	720.00
3	101-67945-52115	RECREATION PROGRAM SERVICE	MUSIC MASTERS - 32 PARTICIPANTS	1,942.50
Total For Dept 67945 RECREATION YOUTH PROGRAMS				<u>3,100.00</u>
Dept 67960 RECREATION CAMPS				
1	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP - CHICAGO DOGS	100.00
2	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP - MYSTIC WATERS	50.00
3	101-67960-52115	RECREATION PROGRAM SERVICE	CAMPDOCS SUBSCRIPTION - JUN	288.75
4	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP - RAINBOW FALLS	480.00
5	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP - NORTHWALL	50.00
6	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP - ULTIMATE NINJAS	50.00
Total For Dept 67960 RECREATION CAMPS				<u>1,018.75</u>
Dept 67970 RECREATION AQUATICS				
1	101-67970-52111	OTHER PROFESSIONAL SVCS	BEACH WEED TREATMENT	4,050.00
2	101-67970-53209	UNIFORMS	AQUATICS UNIFORMS	1,932.00
3	101-67970-53209	UNIFORMS	AQUATICS UNIFORMS	1,009.35
4	101-67970-53209	UNIFORMS	AQUATIC SWIMSUITS	461.98
5	101-67970-53211	OTHER SUPPLIES	FILING CABINET FOR GATEHOUSE	30.39
6	101-67970-53211	OTHER SUPPLIES	NO SWIM ZONE ROPE	47.02
7	101-67970-53211	OTHER SUPPLIES	JOB FAIR SUPPLIES - CANDY	11.92
8	101-67970-53211	OTHER SUPPLIES	JOB FAIR SUPPLIES - CANDY	17.10
9	101-67970-53211	OTHER SUPPLIES	REFUND SALES TAX	(25.33)
10	101-67970-53211	OTHER SUPPLIES	LIFEGUARD PIER SIGNAGE	252.00
11	101-67970-53211	OTHER SUPPLIES	MANAGER SHIRT AQUATIC	29.00
12	101-67970-53211	OTHER SUPPLIES	SCHEDULING PROGRAM	24.95
13	101-67970-55254	MACHINERY & EQUIPMENT	KAYAK RACKS	7,560.09
Total For Dept 67970 RECREATION AQUATICS				<u>15,400.47</u>
Total For Fund 101 GENERAL				<u>349,561.91</u>

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Fund 202 MOTOR FUEL TAX				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	202-36001-55253	INFRASTRUCTURE IMPROVEMT	2025 SIGN PROGRAM	154.50
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		154.50
				<u>154.50</u>
Total For Fund 202 MOTOR FUEL TAX				
Fund 207 SPECIAL EVENTS FUND				
Dept 00000				
1	207-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - MAY 2025	2.76
		Total For Dept 00000		2.76
				<u>2.76</u>
Dept 67601 RECREATION ROCK THE BLOCK				
1	207-67601-52115	RECREATION PROGRAM SERV	LED SCREEN RENTAL DEPOSIT - RTB 2025	3,600.00
		Total For Dept 67601 RECREATION ROCK THE BLOCK		3,600.00
				<u>3,600.00</u>
Dept 67603 RECREATION FARMERS MARKET				
1	207-67603-52115	RECREATION PROGRAM SERV	FARMERS MARKET BAND - 6/13	200.00
2	207-67603-52115	RECREATION PROGRAM SERV	FARMERS MARKET BAND - 6/6	200.00
		Total For Dept 67603 RECREATION FARMERS MARKET		400.00
				<u>400.00</u>
Dept 67604 RECREATION FOURTH OF JULY FESTIVAL				
1	207-67604-54302	PUBLIC RELATIONS	LAWN SIGNS AND BANNERS - RTB 25	1,541.31
		Total For Dept 67604 RECREATION FOURTH OF JULY FESTIVAL		1,541.31
				<u>1,541.31</u>
Dept 67699 RECREATION MISC SPECIAL EVENTS				
1	207-67699-53212	PROGRAM SUPPLIES	EGG HUNT VOLUNTEER THANK YOU - CANDY	49.98
2	207-67699-53212	PROGRAM SUPPLIES	MAGNETIC SHEETS	18.90
3	207-67699-53212	PROGRAM SUPPLIES	BOWS & CANDY	60.92

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4	207-67699-53212	PROGRAM SUPPLIES	BANNER FLAGS	42.98
5	207-67699-53212	PROGRAM SUPPLIES	LIFEGUARD PIER SIGNAGE	90.00
6	207-67699-53212	PROGRAM SUPPLIES	EGG HUNT VOLUNTEER FOOD - WATER, SNACKS	49.95
7	207-67699-53212	PROGRAM SUPPLIES	COFFEE, CREAMER	26.97
			Total For Dept 67699 RECREATION MISC SPECIAL EVENTS	339.70
				5,883.77
			Total For Fund 207 SPECIAL EVENTS FUND	
			Fund 227 DISPATCH CENTER	
			Dept 00000	
1	227-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - MAY 2025	49.29
			Total For Dept 00000	49.29
				49.29
			Total For Fund 227 DISPATCH CENTER	
			Fund 310 TIF #1 DEBT SERVICE	
			Dept 10490 GENERAL GOVERNMENT TIF	
1	310-10490-56605	PAYING AGENT FEES	PAYING AGENT FEE 2016A	825.00
			Total For Dept 10490 GENERAL GOVERNMENT TIF	825.00
				825.00
			Total For Fund 310 TIF #1 DEBT SERVICE	
			Fund 401 VILLAGE CAPITAL PROJECTS	
			Dept 36001 PUBLIC WORKS ADMINISTRATION	
1	401-36001-55251	LAND IMPROVEMENTS	2025 SPRING PLANTING	12,807.00
2	401-36001-55252	BLDG & BLDG IMPROVEMENTS	FD FRIDGE FILTER	14.99
3	401-36001-55252	BLDG & BLDG IMPROVEMENTS	CONNECTOR	639.84
4	401-36001-55252	BLDG & BLDG IMPROVEMENTS	PACKING TAPE	144.48
5	401-36001-55252	BLDG & BLDG IMPROVEMENTS	VHBO DOOR STOPS	9.99

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6	401-36001-55252	BLDG & BLDG IMPROVEMENTS	NEW PRESSURE WASHER GAS LINE	174.65
7	401-36001-55252	BLDG & BLDG IMPROVEMENTS	NEW PRESSURE WASHER PARTS	57.71
8	401-36001-55252	BLDG & BLDG IMPROVEMENTS	FD KITCHEN BACK SPLASH INSTALL	1,026.85
9	401-36001-55252	BLDG & BLDG IMPROVEMENTS	FD KITCHEN BACK SPLASH TILE	286.20
10	401-36001-55252	BLDG & BLDG IMPROVEMENTS	VHBO STOP MOULDING	319.07
11	401-36001-55252	BLDG & BLDG IMPROVEMENTS	FD DUMPSTER	400.00
12	401-36001-55252	BLDG & BLDG IMPROVEMENTS	ELECTRICAL WORK AT FD STATION 1	1,750.00
13	401-36001-55252	BLDG & BLDG IMPROVEMENTS	NEW PRESURE WASHER ELECTRIC INSTALL	<u>2,062.93</u>
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>19,693.71</u>
				<u>19,693.71</u>
			Total For Fund 401 VILLAGE CAPITAL PROJECTS	<u>19,693.71</u>
			Fund 405 NHR CAPITAL PROJECTS	
			Dept 36001 PUBLIC WORKS ADMINISTRATION	
1	405-36001-53416	CONCRETE & ASPHALT	CONCRETE #125762	1,564.25
2	405-36001-55253	INFRASTRUCTURE IMPROVEMT	INFRASTRUCTURE IMPROVEMENTS	<u>600,561.43</u>
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>602,125.68</u>
				<u>602,125.68</u>
			Total For Fund 405 NHR CAPITAL PROJECTS	<u>602,125.68</u>
			Fund 501 WATER & SEWER	
			Dept 00000	
1	501-00000-21204	LC CONNECTION FEES PAYABLE	LC CONNECTION FEE - 1300 COUNTRY CLUB	4,030.00
2	501-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - MAY 2025	<u>53.29</u>
		Total For Dept 00000		<u>4,083.29</u>
			Dept 36001 PUBLIC WORKS ADMINISTRATION	
1	501-36001-51652	TRAINING AND MEETINGS	WATERCON LODGING ROOM DEPOSIT	319.52
2	501-36001-51652	TRAINING AND MEETINGS	WATERCON LODGING DEPOSIT REFUND	(100.00)
3	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 05/15	28.59
4	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 05/22	33.52

VILLAGE OF LAKE ZURICH
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Item	GL Number	GL Desc	Invoice Description	Amount
5	501-36001-53209	UNIFORMS	PPE VESTS	161.61
			Total For Dept 36001 PUBLIC WORKS ADMINISTRATION	443.24
			Dept 36550 PUBLIC WORKS WATER SERVICE	
1	501-36550-52113	ENGR/ARCHITECTURAL	LAKE MICHIGAN SUPPLY ROUTE STUDY	7,080.21
2	501-36550-52113	ENGR/ARCHITECTURAL	LEAD SERVICE LINE REPLACEMENT PLAN	2,700.00
3	501-36550-53201	ELECTRICITY	ELECTRICITY-WELLS/WTP'S, SANITARY PUMP/LIFT STA	30,956.37
4	501-36550-53202	NATURAL GAS	NATURAL GAS/WELL #12	246.93
5	501-36550-53202	NATURAL GAS	NATURAL GAS/WELL #7	287.12
6	501-36550-53202	NATURAL GAS	NATURAL GAS/WELL #8	219.17
7	501-36550-53202	NATURAL GAS	NATURAL GAS/WELL #9	186.27
8	501-36550-53403	LANDSCAPING SUPPLIES	GRASS SEED, SEED STARTER, STRAW	393.70
9	501-36550-53403	LANDSCAPING SUPPLIES	TOPSOIL #236050	99.60
10	501-36550-53407	EQUIP MAINT PART&SUPPLIE	MOTOR STARTER FUSES-WELL 9	2,176.86
11	501-36550-53410	METERS PARTS & SUPPLIES	2 INCH REPLACEMENT WATER METER REGISTERS	1,215.00
12	501-36550-53410	METERS PARTS & SUPPLIES	WATER METER MXU MOUNTING SCREWS	8.66
13	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #10	2,751.84
14	501-36550-55252	BLDG & BLDG IMPROVEMENTS	SECURITY ALARM SYSTEM UPGRADE - WELL 12	4,092.00
15	501-36550-55252	BLDG & BLDG IMPROVEMENTS	SECURITY ALARM SYSTEM UPGRADE - NW PUMP STATION	1,742.00
16	501-36550-55253	INFRASTRUCTURE IMPROVEMT	INFRASTRUCTURE IMPROVEMENTS	299,812.80
17	501-36550-55253	INFRASTRUCTURE IMPROVEMT	HYDRANT METER FITTINGS/MAIN ST BEAUTIFICATION PROJECT	2,196.41
18	501-36550-55253	INFRASTRUCTURE IMPROVEMT	WATER MAIN LEAK DETECTION SRV/MAIN ST BEAUTIFICATION PROJECT	2,350.00
			Total For Dept 36550 PUBLIC WORKS WATER SERVICE	358,514.94
			Dept 36560 PUBLIC WORKS SEWER SERVICE	
1	501-36560-52111	OTHER PROFESSIONAL SVCS	2025 PRETREATMENT ASSISTANCE	1,802.50
2	501-36560-52111	OTHER PROFESSIONAL SVCS	METROCLOUD DATA MONITORING/LIFT STATIONS	700.00
3	501-36560-53201	ELECTRICITY	ELECTRICITY-WELLS/WTP'S, SANITARY PUMP/LIFT STA	6,526.99
4	501-36560-53414	CHEMICALS	GREASE CONTROL/SAN SEWER	728.16

VILLAGE OF LAKE ZURICH
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Item	GL Number	GL Desc	Invoice Description	Amount
5	501-36560-55253	INFRASTRUCTURE IMPROVEMT	INFRASTRUCTURE IMPROVEMENTS	263,554.50
		Total For Dept 36560 PUBLIC WORKS SEWER SERVICE		273,312.15
			Total For Fund 501 WATER & SEWER	636,353.62
			Fund 601 MEDICAL INSURANCE	
			Dept 10001 GENERAL GOVERNMENT ADMINISTRATION	
1	601-10001-52340	MEDICAL ADMIN FEE	IPBC INSURANCE COVERAGE - MAY 2025	162.61
2	601-10001-52341	HEALTH INS. FIXED COSTS	IPBC INSURANCE COVERAGE - MAY 2025	273,141.21
		Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION		273,303.82
			Total For Fund 601 MEDICAL INSURANCE	273,303.82
			Fund 603 RISK MANAGEMENT	
			Dept 00000	
1	603-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - MAY 2025	1.71
		Total For Dept 00000		1.71
			Total For Fund 603 RISK MANAGEMENT	14,087.13
			Fund 615 EQUIPMENT REPLACEMENT	
			Dept 36001 PUBLIC WORKS ADMINISTRATION	
1	615-36001-55261	VEHICLES - POLICE	2025 FORD POLICE INTERCEPTOR UTILITY	92,600.00
2	615-36001-55261	VEHICLES - POLICE	NEW CAR DECALS	1,100.00
3	615-36001-55263	VEHICLES - PUBLIC WORKS	WARNING LIGHTS NEW TRUCK	271.46

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Item	GL Number	GL Desc	Invoice Description	Amount
4	615-36001-55263	VEHICLES - PUBLIC WORKS	TAX CREDIT	(39.38)
5	615-36001-55263	VEHICLES - PUBLIC WORKS	TOOL BOX NEW TRUCK	835.29
6	615-36001-55263	VEHICLES - PUBLIC WORKS	THIEMAN TT-15ET LIFTGATE PER QUOTE QU-79-910950-1	7,356.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>102,123.37</u>
				<u>102,123.37</u>
			Total For Fund 615 EQUIPMENT REPLACEMENT	
			Fund 710 PERFORMANCE ESCROW	
			Dept 00000	
1	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0150 - 444 GREVER CT	500.00
2	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0321 - 750 S OLD RAND RD	500.00
3	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0154 - 355 STONE AVE	500.00
4	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0077 - 154 LORRAINE DR	500.00
5	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0486 - 350 N RAND RD	1,000.00
6	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0118 - 1218 LISMORE CT	500.00
7	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0052 - 720 RED BRIDGE RD	300.00
8	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD22-0147 - 46 NATALIE LN	105.00
9	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0093 - 405 GRAND AVE	300.00
10	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0162 - 590 DUNHILL DR	500.00
11	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0155 - 173 WASHO CT	500.00
12	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0080 - 710 JUNE TER	500.00
13	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0158 - 1151 STANTON RD	300.00
14	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0289 - 588 APPLEGATE LN	500.00
15	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0047 - 148 OAK ST	1,600.00
16	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0432 - 148 OAK ST	3,570.00
17	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0431 - 148 OAK ST	105.00
18	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0302 - 4 IRONWOOD CT	500.00
19	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0062 - 333 VICTOR LN	500.00
20	710-00000-25202	OCCUPANCY PERMIT DEPOSITS	BOND REF #BOD23-0010 - SANCTUARY 20-34	5,100.00
21	710-00000-25202	OCCUPANCY PERMIT DEPOSITS	BOND REF #BOD23-0017 - SANCTUARY 2-14	5,100.00
22	710-00000-25202	OCCUPANCY PERMIT DEPOSITS	BOND REF #BOD23-0009 - SANCTUARY 40-54	5,100.00

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Item	GL Number	GL Desc	Invoice Description	Amount
23	710-00000-25206	STREET OPENING DEPOSITS	BD PYMNT REF #PB20-1367 - 133 W MAIN ST	3,570.00
24	710-00000-25206	STREET OPENING DEPOSITS	BD PYMNT REF #PB21-0272 - 634 N OLD RAND	1,020.00
25	710-00000-25206	STREET OPENING DEPOSITS	BD PYMNT REF #PB20-1143 - 244 WHITNEY RD	1,020.00
26	710-00000-25206	STREET OPENING DEPOSITS	BD PYMNT REF #PB21-0143 - 454 N OLD RAND	3,570.00
27	710-00000-25206	STREET OPENING DEPOSITS	BD PYMNT REF #PB20-0833 - 45 LAKE ZURICH	1,020.00
28	710-00000-25206	STREET OPENING DEPOSITS	BD PYMNT REF #PB21-1295 - 60 NATALIE RD	1,020.00
29	710-00000-25206	STREET OPENING DEPOSITS	BD PYMNT REF #PB21-0749 - 68 BEECH DR	1,020.00
30	710-00000-25206	STREET OPENING DEPOSITS	BD PYMNT REF #PB21-0316 - 474 N OLD RAND	3,570.00
31	710-00000-25206	STREET OPENING DEPOSITS	BD PYMNT REF #PB21-0171 - 339 FAIRWAY RD	3,570.00
32	710-00000-25206	STREET OPENING DEPOSITS	BD PYMNT REF #PB20-1068 - 37 PARK AVE	3,570.00
33	710-00000-25206	STREET OPENING DEPOSITS	BD PYMNT REF #PB21-0314 - 634 N OLD RAND	3,570.00
34	710-00000-25207	RECAPTURE FEE DEPOSITS	REF PERMIT FEE 1300 COUNTRY CLUB RD	6,766.67
35	710-00000-25207	RECAPTURE FEE DEPOSITS	REF PERMIT FEE 1300 COUNTRY CLUB RD	<u>11,308.61</u>
		Total For Dept 00000		<u>72,675.28</u>
		Dept 17001 TECHNOLOGY ADMINISTRATION		
1	710-17001-53214	PEG CABLE EXPENSE	PEG CHANNEL CONFIGURATION FILES	2.99
2	710-17001-53214	PEG CABLE EXPENSE	MEDIA CREW - MAY 2025	<u>90.00</u>
		Total For Dept 17001 TECHNOLOGY ADMINISTRATION		<u>92.99</u>
		Total For Fund 710 PERFORMANCE ESCROW		<u>72,768.27</u>
		Fund 720 PAYROLL CLEARING		
		Dept 00000		
1	720-00000-22253	IMRF W/H	PR DEDUCTIONS - APRIL 2025	59,380.20
2	720-00000-22253	IMRF W/H	PR DEDUCTIONS - APRIL 2025	627.48
3	720-00000-22301	DENTAL / VISION BENEFITS	IPBC INSURANCE COVERAGE - MAY 2025	16,574.58
4	720-00000-22403	AFLAC PLANS PAYABLE	AFLAC INSURANCE PREMIUM - APR	6,032.26
5	720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	IPBC INSURANCE COVERAGE - MAY 2025	<u>2,597.08</u>
		Total For Dept 00000		<u>85,211.60</u>
		Total For Fund 720 PAYROLL CLEARING		<u>85,211.60</u>

VILLAGE OF LAKE ZURICH
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<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
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Fund Totals:

Fund 101 GENERAL	349,561.91
Fund 202 MOTOR FUEL TAX	154.50
Fund 207 SPECIAL EVENTS FUND	5,883.77
Fund 227 DISPATCH CENTER	49.29
Fund 310 TIF #1 DEBT SERVICE	825.00
Fund 401 VILLAGE CAPITAL PROJECTS	19,693.71
Fund 405 NHR CAPITAL PROJECTS	602,125.68
Fund 501 WATER & SEWER	636,353.62
Fund 601 MEDICAL INSURANCE	273,303.82
Fund 603 RISK MANAGEMENT	14,087.13
Fund 615 EQUIPMENT REPLACEMENT	102,123.37
Fund 710 PERFORMANCE ESCROW	72,768.27
Fund 720 PAYROLL CLEARING	85,211.60

\$ 2,162,141.67



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: June 2, 2025

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

CC: Colleen McCauley, Village Planner
David Modrzejewski, Building Services Supervisor

Re: Zoning Variation for a Front Porch – 17 Lake Street
Mr. Ronald J. Vindell – Property Owner

AGENDA ITEM
6d

Issue

Mr. Ronald J. Vindell (the “Applicant” and “Owner”), has filed a zoning application for the property at 17 Lake Street (the “*Subject Property*”). Specifically, the Applicant is seeking:

- A Variation from Code Section 9-3-11-6, “Specified Structures and Uses in Required Yards” pursuant to Section 9-3-11-C-1, Residential Minimum Yard: Front Yard.

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

- Become more business friendly and customer oriented

Analysis

The Subject Property is located within the Village’s R-5 Single-Family Residential District that provides for single-family homes. The R-5 zoning district requires that porches may be located no less than 25 feet from any front lot line. In the case of the Subject Property, the proposed porch measuring approximately 24 feet wide and 10 feet deep will be constructed 11 feet from the front lot line which will encroach into the front yard setback by 14 feet and run along the entire length of the front of the home.

The Subject Property is legally nonconforming, as the principal structure is set back only 21 feet from the front lot line, encroaching 4 feet into the required front yard setback. The existing front stoop and steps project an additional 3.5 feet beyond the façade, resulting in a total reduced setback

Variation for a Front Porch – 17 Lake Street
June 2, 2025

of 17.5 feet from the front lot line. The existing stoop and steps are proposed to be removed and replaced with a new front porch featuring side-loaded steps.

Pursuant to public notice published on April 26, 2025, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for May 21, 2025, to consider the Application. On April 25, 2025, the Village posted a public hearing sign on the Subject Property (Exhibit B).

The video stream from the PZC meeting can be accessed via the link:
<https://play.champds.com/lakezurichil/event/152>

A detailed evaluation and summary of the project can be found in the Staff Report that was provided to the Planning and Zoning Commission, which is a part of the attached Ordinance.

Recommendation

At their meeting on May 21, 2025, the Planning and Zoning Commission recommended approval of the variation and provided its findings and conditions for approval. These findings are incorporated and made a part of the approval ordinance submitted to the Village Board for consideration, and subject to the following conditions for approval.

While staff indicated that there were remedies available to construct the front porch without the need for a variation, these remedies do not provide reasonable use of the property through the functionality, utility and enjoyment that the Applicants sought with the proposed variation for the front porch.

Staff therefore recommends approval of the ordinance with the following conditions:

1. Substantial conformance with the following documentation submitted as part of the Application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application dated April 09, 2025, prepared by the Applicant Ronald J. Vindell, homeowner of 17 Lake Street; and Cover Letter.
 - b. Exhibit A: Legal Description of the Subject Property.
 - c. Plat of Survey and rendering of the proposed porch provided by Ronald J. Vindell.
2. As further mitigation for construction of the porch, the Applicant shall not further reduce the setback of the porch within the front yard. There shall be no increase to the depth or length of the structure beyond what is being proposed.
3. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
 - Approval Ordinance including the following exhibits

• Page 2

Variation for a Front Porch – 17 Lake Street
June 2, 2025

- Exhibit A – Legal description of the property
- Exhibit B – May 21, 2025 Staff Report and PZC final findings, recommendation and conditions

● Page 3

VILLAGE OF LAKE ZURICH**ORDINANCE No. 2025-06-612**

**AN ORDINANCE GRANTING A VARIATION
(17 Lake Street – Front Porch)**

WHEREAS, Mr. Ronald J. Vindell (“Applicant” and “Owner”) filed an application with the Village of Lake Zurich dated April 9, 2025 (“PZC 2025-06”) for the single-family residential property located at 17 Lake Street (“Subject Property”), said Property legally described in Exhibit A, for zoning approval for a variation to allow for the construction of a covered porch that will encroach into the required 25-foot front yard setback of the property; and

WHEREAS, said Property is located within the R-5 Single Family Residential Zoning District (“District”) in the Village; and

WHEREAS, the Applicant has filed this request for zoning relief which was heard by the Lake Zurich Planning and Zoning Commission (“PZC”); and

WHEREAS, Applicant seeks a variation from the requirement of Section 9-3-11 of the Village of Lake Zurich Zoning Code (“Code”) establishing the location on this Property in this R-5 Single Family Residential Zoning District for all front porches and stoops; and

WHEREAS, the R-5 Single Family Residential Zoning District further provides that front porches and stoops cannot be located within any required front yard, corner yard, or side yard; and

WHEREAS, due to the original location of the house and the design of the lot in 1945, and the application of the subsequently enacted and current allowable front yard area and setback limitations for the Property, the proposed location within the front yard is the only possible location to construct the front porch; and

WHEREAS, Applicant seeks a variation from the required yard to construct the porch within the front yard; and

WHEREAS, strict application of the current, required 25-foot front yard setback to this Property with its original size, design and dimensions would greatly reduce the size and utility of the front porch; and

WHEREAS, to reasonably locate the proposed front porch on the property, Applicant seeks to construct the porch within a limited portion of the front yard setback, and in compliance with the standards for a variation from the setback regulation while complying with the Code regulations for the remaining yards for this Property; and

WHEREAS, the front porch will be a covered porch and be contained within the front elevation of the house to minimize any adverse visual impact on neighboring property and otherwise is determined to meet the standards for this variation for this Property under the Code; and

WHEREAS, on April 25, 2025, the Village posted a public hearing sign on the Property and public notice of the public hearing was published on April 26, 2025, in the Daily Herald, for a public hearing scheduled with the PZC for May 21, 2025, to consider this Application; and

WHEREAS, the PZC conducted a public hearing on May 21, 2025, to consider the Applicant's request for a variation to allow the front porch to be constructed within the front yard as limited by Section 9-3-11 of the Code, for this Property, in this District, and did consider the application, documentation submitted and all of the facts and circumstances affecting the application, relative to those requirements and standards for variations set forth at Sections 9-17-2, 9-17-3 and 9-17-4 of the Code, as described in the report and recommendations set forth in the May 21, 2025 STAFF REPORT, consisting of 11 pages, those findings and recommendations of said STAFF REPORT adopted by the PZC as its own at its May 21, 2025 meeting, all 11 pages of said STAFF REPORT attached hereto as Exhibit B; and

WHEREAS, at its June 2, 2025 meeting, the Mayor and Board of Trustees considered the above referenced findings and recommendations of the PZC recommending the grant of this variation to grant Applicant relief from the strict application of the front yard setback requirements of the Code for the Property and in order to afford the Applicant adequate functionality, utility and enjoyment of the proposed front porch, and having considered all of the facts and circumstances affecting the application, and has determined that the application adequately meets the applicable standards for this requested variation under the Code in Sections 9-17-2, 9-17-3 and 9-17-4 of the Lake Zurich Zoning Code for the Property in this R-5 Single Family Residential Zoning District.

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, recommendations, drawings, exhibits and plans are incorporated herein as findings and requirements of the Mayor and Board of Trustees, and all Exhibits

referenced herein are made a part of and incorporated into this Ordinance and related approvals, as further provided below.

SECTION 2: GRANT OF VARIATION AND CONDITIONS. The Mayor and Board of Trustees do hereby accept and adopt the recommendation of the PZC to grant the variation requested by Applicant to construct the front porch within the front yard for the Property as restricted within Section 9-3-11, C, 1, a and, based upon all information and evidence presented to the PZC, approve and adopt the PZC recommendation to grant this variation for the Property subject to the following terms and conditions:

1. Substantial conformance with the following documentation submitted as part of the Application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application dated April 09, 2025, prepared by the Applicant Ronald J. Vindell, homeowner of 17 Lake Street; and Cover Letter.
 - b. Exhibit A: Legal Description of the Subject Property.
 - c. Plat of Survey and rendering of the proposed porch provided by Ronald J. Vindell.
2. As further mitigation for construction of the porch, the Applicant shall not further reduce the setback of the porch within the front yard. There shall be no increase to the depth or length of the structure beyond what is being proposed.
3. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

SECTION 3: FINDINGS IN SUPPORT OF VARIATION. The findings and recommendation of the PZC, based upon its consideration of staff reports and filings provided to the PZC, are hereby accepted by the Board and adopted as its own, based upon all available information from both the PZC hearing and the discussions taking place at the PZC and Board meeting and shall be made a part of the official record for the application.

SECTION 4: COMPLIANCE WITH ORDINANCE AND ALL CODES. Except as otherwise specifically provided in writing in advance by the Village, no work may be commenced on the Property pursuant to the approval granted in this Ordinance until all conditions precedent of this Ordinance and Code requirements for such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

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

PASSED this _____ day of June, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of June, 2025.

ATTEST:

Thomas Poynton, Village President

Kathleen Johnson, Village Clerk

EXHIBIT A
Legal Description of Property

LOT 5 BLOCK 1 IN E. S. BRUCE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHWEST QUARTER OF SECTION 20 TOWNSHIP 43 NORTH RANGE, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1898 AS DOCUMENT 72176 IN BOOK "I" OF PLATS IN LAKE COUNTY IL.

Common Street Address: 17 Lake Street
Property Index Number (PIN): 14-20-104-048

EXHIBIT B

Staff Report and PZC Findings Dated May 21, 2025 along with
Development Application and attachments



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

APPLICATION PZC 2025-06
PZC Meeting Date: May 21, 2025

AGENDA ITEM 4.A

STAFF REPORT

To: Chairperson Stratman and Members of the Planning & Zoning Commission

From: Sarosh Saher, Community Development Director

CC: Colleen McCauley, Village Planner
David Modrzejewski, Building Services Supervisor

Date: May 21, 2025

Re: PZC 2025-06 – Zoning Variation for a Porch
17 Lake Street

SUBJECT

Mr. Ronald J. Vindell (the “Applicant” and “Owner”) requests a Variation from Zoning Code Section 9-3-11-6, “Specified Structures and Uses in Required Yards” pursuant to section 9-3-11-C-1, Residential Minimum Yards: Front Yard, to allow for the construction of a covered porch that will encroach into the required 25-foot front yard setback at the property commonly known as 17 Lake Street, legally described in Exhibit A attached hereto (the “Subject Property”). The property is located in the Main Street Area.

GENERAL INFORMATION

Requested Action: Variation of Front Yard Setback for Porch

Current Zoning: R-5 Single-Family Residential District

Current Use Single Family Home

Property Location: 17 Lake Street

Applicant and Owner: Mr. Ronald J. Vindell

Staff Coordinator: Colleen McCauley, Village Planner

Staff Report
APPLICATION PZC 2025-06

Community Development Department
PZC Meeting Date: May 21, 2025

LIST OF EXHIBITS

- A. Legal Description
- B. Public Meeting Sign
- C. Site Photos
- D. Aerial Map
- E. Zoning Map
- F. Parcel Map
- G. Development Application and Attachments
- H. Development Review Comments

BACKGROUND

Mr. Ronald J. Vindell (the “Applicant” and “Owner”) is the recent owner of the property located at 17 Lake Street, and legally described in Exhibit A attached hereto (the “Subject Property”). The Applicant filed an application with the Village of Lake Zurich received on April 9, 2025 (the “Application”) seeking:

- A Variation from Code Section 9-3-11-6, “Specified Structures and Uses in Required Yards” pursuant to Section 9-3-11-C-1, Residential Minimum Yard: Front Yard

The Subject Property is comprised of a non-conforming zoning lot in the R-5 single-family zoning district that is granted certain exceptions from the front and side yard requirements of such zoning district. Specifically, for lots less than 10,000 square feet developed prior to 1991, the zoning code provides for a front yard setback of 25 feet (Section 9-3-11.C.1.a), and a side yard setback of 5.25 feet (Section 9-11-5.B. Note 1). These lots are otherwise required to conform to all other requirements of the zoning district in which they are located, including without limitation, floor area ratio, and lot coverage including minimum landscaped surface area.

The Subject Property has a lot area of 6,600 square feet with an approximately 1,700 square-foot residential structure on it. The structure does not currently include a front porch; instead, it has a stoop with stairs and a small landing.

As it relates to the front yard of the Subject Property, porches may be located no less than 25 feet from any front lot line. In the case of the Subject Property, the proposed porch measuring approximately 24 feet wide and 10 feet deep will be constructed 11 feet from the front lot line which will encroach into the front yard setback by 14 feet and run along the entire length of the front of the home.

The Subject Property is legally nonconforming, as the principal structure is set back only 21 feet from the front lot line, encroaching 4 feet into the required front yard setback. The existing front stoop and steps project an additional 3.5 feet beyond the façade, resulting in a total reduced setback of 17.5 feet from the front lot line. The existing stoop and steps are proposed to be removed and replaced with a new front porch featuring side-loaded steps.

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APPLICATION PZC 2025-06

Community Development Department
PZC Meeting Date: May 21, 2025

The Applicant will obtain the clearance from all utility companies to install the porch in the front yard prior to construction. There are no Village utility easement requirements or grade concerns that would prevent the construction in the front yard.

Pursuant to public notice published on April 26, 2025, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for May 21, 2025, to consider the Application. On April 25, 2025, the Village posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

- A. Courtesy Review.** Due to the low impact of this project, courtesy review was not recommended.
- B. Zoning History.** The property is located within the Lake Zurich Main Street Area. Available records indicate that the building on the property was constructed in 1945. The Subject Property is zoned within the R-5 Single Family Residential District.
- C. Surrounding Land Use and Zoning.** The Subject Property is located within the traditional Main Street Area of Lake Zurich. The properties to the north of the Subject Property are zoned within the B-2 Central Business district and the R-5 Single Family district. These properties, commonly referred to as "Block A," are currently vacant and were recently sold by the Village of Lake Zurich to a private developer. Additional properties to the north and east are zoned within the R-5 Single Family district and contain single family homes that were constructed around the same time as the Subject Property. Properties to the south are zoned within the R-6 Multiple Family district and are improved with multiple family residential buildings known as WatersEdge Apartments that were constructed in the early 1970s.
- D. Trend of Development.** According to records, the residence at 17 Lake Street was constructed in 1945. It is a single-story home and is similar to the other homes along Lake Street that appear to have been constructed around the same time. The Main Street Area is developed with a mix of vintage and more recent buildings containing smaller locally-owned businesses on the first floor with some residential uses on upper floors. A number of properties containing older buildings that had outlived their utility have been redeveloped with newer mixed-use buildings.
- E. Zoning District.** The zoning code provides for four (4) zoning districts for single-family residential development. The single-family districts provide for a limited range of single-family detached housing densities consistent with the village's established single-family residential neighborhoods. The R-5 district allows for somewhat higher density residential use and smaller lot sizes.

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Community Development Department
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Taken as a whole, the residential district regulations are intended to preserve established neighborhoods and encourage new residential development, but only in a manner consistent with the overall character of the village.

F. Nonconforming lots. The zoning code recognizes lots constructed prior to 1991 that do not conform to the strict application of the current zoning codes, and regulates the continued existence of such lots through certain exceptions related to lot area, lot width and setbacks.

GENERAL FINDINGS

Staff of the Community Development Department's development review team has evaluated the development against the various standards and provisions of the Lake Zurich Municipal Code and offers findings on the following specific sections of the Code.

9-17-4: STANDARDS FOR VARIATIONS.

A. General Standard: No variation shall be granted pursuant to this chapter unless the applicant shall establish that carrying out the strict letter of the provisions of this zoning code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this section.

Staff Response: Standard met. Applicant has shown proof that there is a practical difficulty in constructing the porch in compliance with the provisions of the current zoning code. The proposed covered porch would be restricted in size due to the required front yard setback.

B. Unique Physical Condition: The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use or structure, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Staff Response: Standard met. The zoning lot was platted prior to 1991 and encompasses a land area of 6,600 square feet, which is below the current minimum requirement of 10,000 square feet. The existing residence was constructed in 1945 and is set back 21 feet from the front lot line, in contrast to the current required setback of 25 feet.

An existing stair structure extends 3.5 feet from the front of the home, resulting in a total encroachment of 7.5 feet into the front yard setback, as the home itself is already situated 4 feet within the setback. The proposed covered porch requires a variation to allow additional encroachment into the front yard setback. The porch will extend

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Community Development Department
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10 feet from the home, which will result in a total encroachment of 14 feet. The variation is requested to provide a functional and accessible entry feature.

Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this zoning code, for which no compensation was paid.

Staff Response: Standard met. The unique or extraordinary physical condition was not the result of any action of the current property owner, rather a result of the builder who constructed the home.

C. **Denied Substantial Rights:** The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Staff Response: Standard met. The property owner is requesting approval to construct a covered porch that would extend 10 feet from the front façade of the home, placing it 11 feet from the front lot line. Many homes along Lake Street are set back less than the required 25 feet and feature entryways that project even further into the front yard.

The average front setback on Lake Street is less than 23 feet, indicating that the existing 25-foot requirement does not reflect the established character of this vintage neighborhood. Denying the proposed porch would prevent the property owner from incorporating an architectural element that is both customary and functional for single-family homes.

D. **Not Merely Special Privilege:** The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

Staff Response: Standard met. The hardship does not involve the inability of the owner to enjoy any special privilege in using the property. Granting the variation will allow the current owner to enjoy a covered outdoor space which is traditional and customary to the enjoyment and use of a residential property.

E. **Code and Plan Purposes:** The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this zoning code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan.

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Staff Response: Standard met. Granting the variation would not change the residential use of the Subject Property. The location and design of the home, the covered porch, and other accessory structures will continue to remain in harmony with the residential purpose of the zoning code and comprehensive plan.

F. **Essential Character of the Area:** The variation would not result in a use or development on the subject property that:

1. **Detrimental to Enjoyment:** Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or

Staff Response: Standard met. If the Applicant is granted the requested variation, it will not create a negative effect on public welfare, enjoyment, development, or value of property.

2. **Light and Air:** Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or

Staff Response: Standard met. Granting of the variation would have no effect on the supply of light and air to the subject property or those properties in the vicinity as the Applicant only wishes to construct a covered porch that encroaches 14 feet into the front yard setback. The porch will be built to modern standards of the building code.

3. **Congestion:** Would substantially increase congestion in the public streets due to traffic or parking; or

Staff Response: Not Applicable. Granting of the variation would not affect any congestion due to traffic or parking as the land use or density of the property is not being altered.

4. **Flood or Fire:** Would unduly increase the danger of flood or fire; or

Staff Response: Standard met. The proposed porch will conform to current building codes and therefore would not impede the drainage flow on the property or increase any risk of fire.

5. **Tax Public Facilities:** Would unduly tax public utilities and facilities in the area; or

Staff Response: Standard met. Granting of the variation would not cause the property to unduly tax public utilities or facilities in the area since its function would not change.

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6. Endangerment: Would endanger the public health or safety.

Staff Response: Standard met. The proposed variation would not affect the public's health or safety.

G. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

Staff Response: Standard partially met. The covered porch is only being constructed in the proposed dimensions to give the structure the desired utility and appearance in the front yard.

The homeowner could retain the existing steps and stoop, which currently extend 3.5 feet from the front façade and span 10 feet in length. However, these limited dimensions restrict the functionality of the entryway and have been deemed unsafe by the homeowner.

Since the existing uncovered stoop is legally nonconforming, the Applicant could expand its length—without increasing the degree of nonconformity—to span the full width of the front of the home (approximately 24.9 feet) while maintaining a depth of 3.5 feet. While this alternative would not further encroach into the front yard setback, it would result in a narrow and less practical entry feature.

Maintaining the current or similar stoop dimensions would limit usability and fail to meet the Applicant's needs. In contrast, the proposed 10-foot-deep covered porch would offer a safe, more functional, and weather-protected space that enhances design and character of the front elevation of the house.

Staff therefore recommends approval of the variation, despite the partial compliance with this standard.

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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 9-17-4: Standards for Variations

Section 9-17-5 entitled “Variation less than requested” provides the PZC with the option of granting a variation less than or different from that requested when the record supports the applicant's right to some relief but not to the relief requested.

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

Further, based on the existing conditions and mitigation (reduction in bulk) proposed by the owner as further described in the staff response to Standard H, Staff of the Community Development Department recommends the approval of PZC 2024-12, subject to the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application dated April 09, 2025, prepared by the Applicant Ronald J. Vindell, homeowner of 17 Lake Street; and Cover Letter.
 - b. Exhibit A: Legal Description of the Subject Property.
 - c. Plat of Survey and rendering of the proposed porch provided by Ronald J. Vindell.
2. As further mitigation for construction of the porch, the applicant shall agree not to further reduce the setback of the porch within the front yard. There shall be no increase to the depth or length of the structure beyond what is being proposed.
3. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Respectfully submitted,

Colleen McCauley, Village Planner

Staff Report
APPLICATION PZC 2025-06

Community Development Department
PZC Meeting Date: May 21, 2025

**LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS**

**17 LAKE STREET
MAY 21, 2025**

The Planning & Zoning Commission recommends approval of Application **PZC 2025-06**, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **MAY 21, 2025** for this Application and subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application dated April 09, 2025, prepared by the Applicant Ronald J. Vindell, homeowner of 17 Lake Street; and Cover Letter.
 - b. Exhibit A: Legal Description of the Subject Property.
 - c. Plat of Survey and rendering of the proposed porch provided by Ronald J. Vindell.
2. As further mitigation for construction of the porch, the applicant shall agree not to further reduce the setback of the porch within the front yard. There shall be no increase to the depth or length of the structure beyond what is being proposed.
3. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

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



Planning & Zoning Commission Chairman

Staff Report
APPLICATION PZC 2025-06

Community Development Department
PZC Meeting Date: May 21, 2025

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 5 BLOCK 1 IN E. S. BRUCE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF THE NORTHWEST QUARTER OF SECTION 20 TOWNSHIP 43 NORTH RANGE, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1898 AS DOCUMENT 72176 IN BOOK "I" OF PLATS IN LAKE COUNTY IL.

Common Street Address: 17 Lake Street
Property Index Number (PIN): 14-20-104-048

Staff Report
APPLICATION PZC 2025-06

Community Development Department
PZC Meeting Date: May 21, 2025

EXHIBIT B

PUBLIC HEARING SIGNS PRESENT AT SUBJECT PROPERTY





17 Lake Street

Front Porch Variation



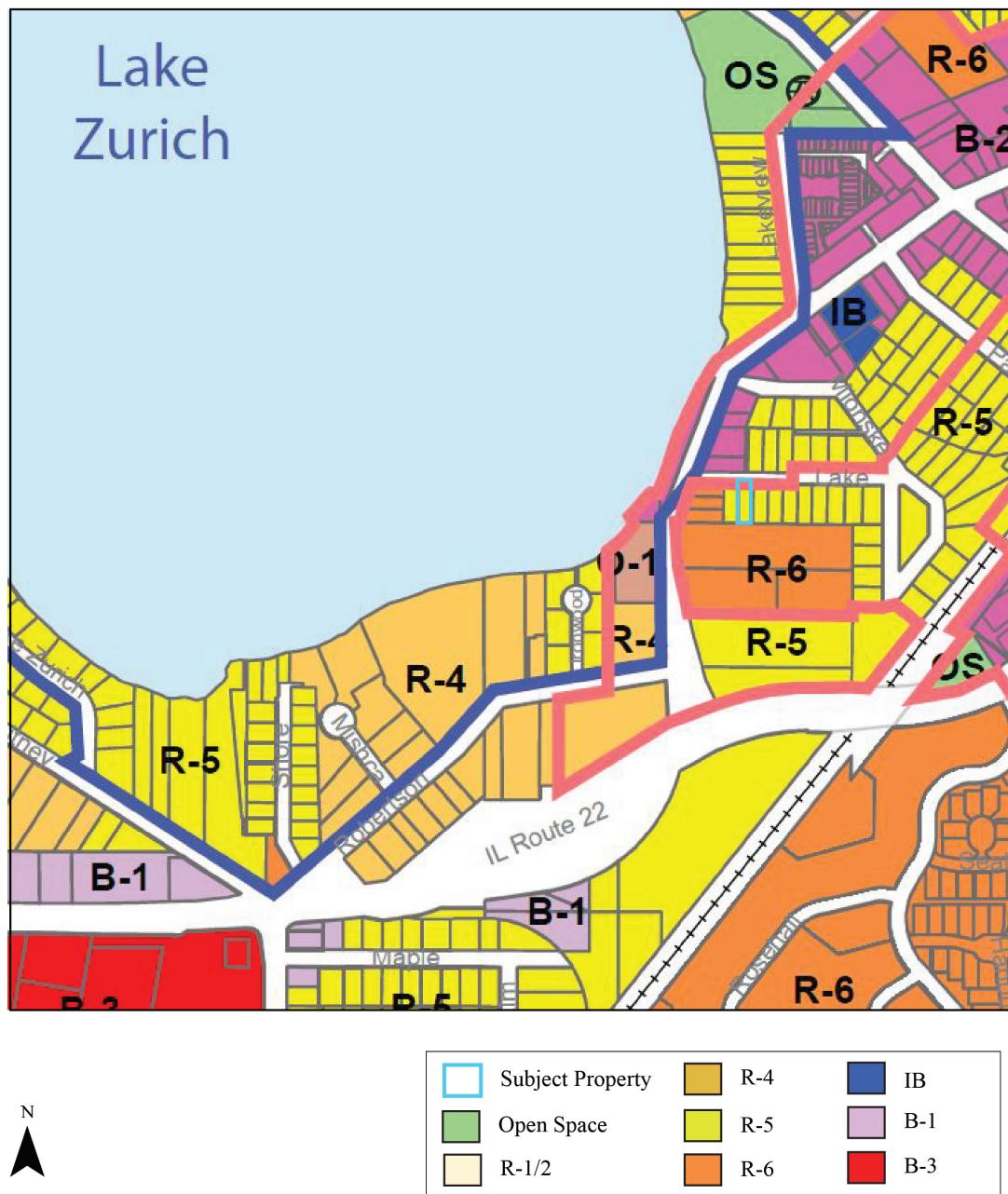
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17 Lake Street

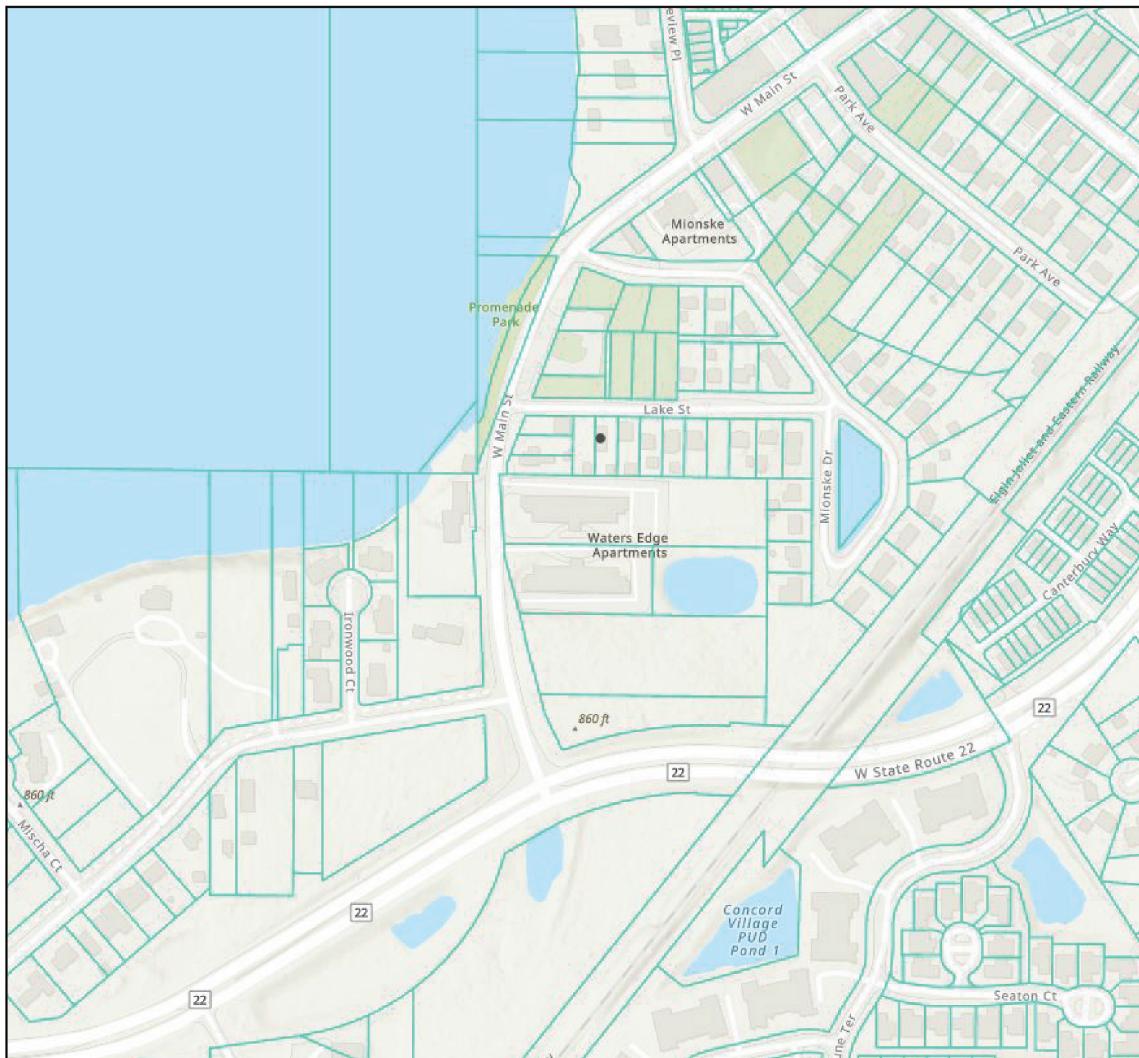
Front Porch Variation





17 Lake Street

Front Porch Variation





(Please Type or Print)

ZONING APPLICATION

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

1. Address of Subject Property: 17 Lake Street
2. Please attach complete legal description
3. Property Identification number(s): 14-20-104-048
4. Owner of record is: Ronald J Vindell Phone: 312.618.9611
E-Mail Ronald.Vindell@gmail.com Address: 22985 w. Long Grove Rd, Deer Park, IL 60010
5. Applicant is (if different from owner): _____ Phone: _____
E-Mail _____ Address: _____
6. Applicant's interest in the property (owner, agent, realtor, etc.): Owner
7. All existing uses and improvements on the property are: Residential
8. The proposed uses on the property are: Family Residential
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:
Current zoning laws is legally nonconforming (or "grandfathered in"), to build a front porch entrance.
10. Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property:
New owner purchase on March 2025, looking to increase curb appeal and safety for front entrance to home. Seeking variation
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.

Ronald J Vindell

(Name of applicant)

(Signature of applicant)

Subscribed and sworn to before me this 17 day of April, 2025.



My Commission Expires 7/3/2028

(Name of Owner, if different)

(Signature of Owner, if different)

Subscribed and sworn to before me this _____ day of _____, 2025.

(Notary Public)

My Commission Expires _____

Ronald J Vindell
17 Lake Street
Lake Zurich, IL 60047
Ronald.Vindell@gmail.com
312.618.9611
April 10, 2025

Sarosh Saher / Orlando Stratman
Community Development Director / Chairperson of the Planning & Zoning Commission
Village of Lake Zurich
505 Tesler Road
Lake Zurich, IL 60047

To whomever this may concern,

I am writing to you as the new homeowner of the property located at 17 Lake Street, Lake Zurich, IL 60047. We are seeking approval for enhancing the utility of our front yard by adding a porch, through a variation.

Background Information on the Proposed Development:

The proposed development will consist of enhancing the front porch, which is currently unsafe to use, to a proper front porch. This enhancement will improve the curb appeal and ensure safety for my family. With a newborn daughter, having a safe front porch is crucial to provide a secure area for her to enjoy without the worry of traffic. Additionally, my elderly mother requires a wheelchair, and the current front stairs are too narrow for access. The proposed front porch will provide adequate space for wheelchair entry and maneuverability.

We believe that the variation is essential to ensure safe access to our home and to increase its curb appeal. This development will benefit the Village by increasing the property's value and beautifying the area.

Currently, the lot is legally nonconforming ("grandfathered in"), allowing us to build a new stoop within the existing dimensions without increasing the encroachment into the front yard. However, to accommodate a larger stairway for wheelchair access and enhance the safety of the front yard by adding a porch, we need to apply for a zoning variation. The proposed zoning district and property location are appropriate for the intended use due to their proximity to amenities and compatibility with the surrounding area.

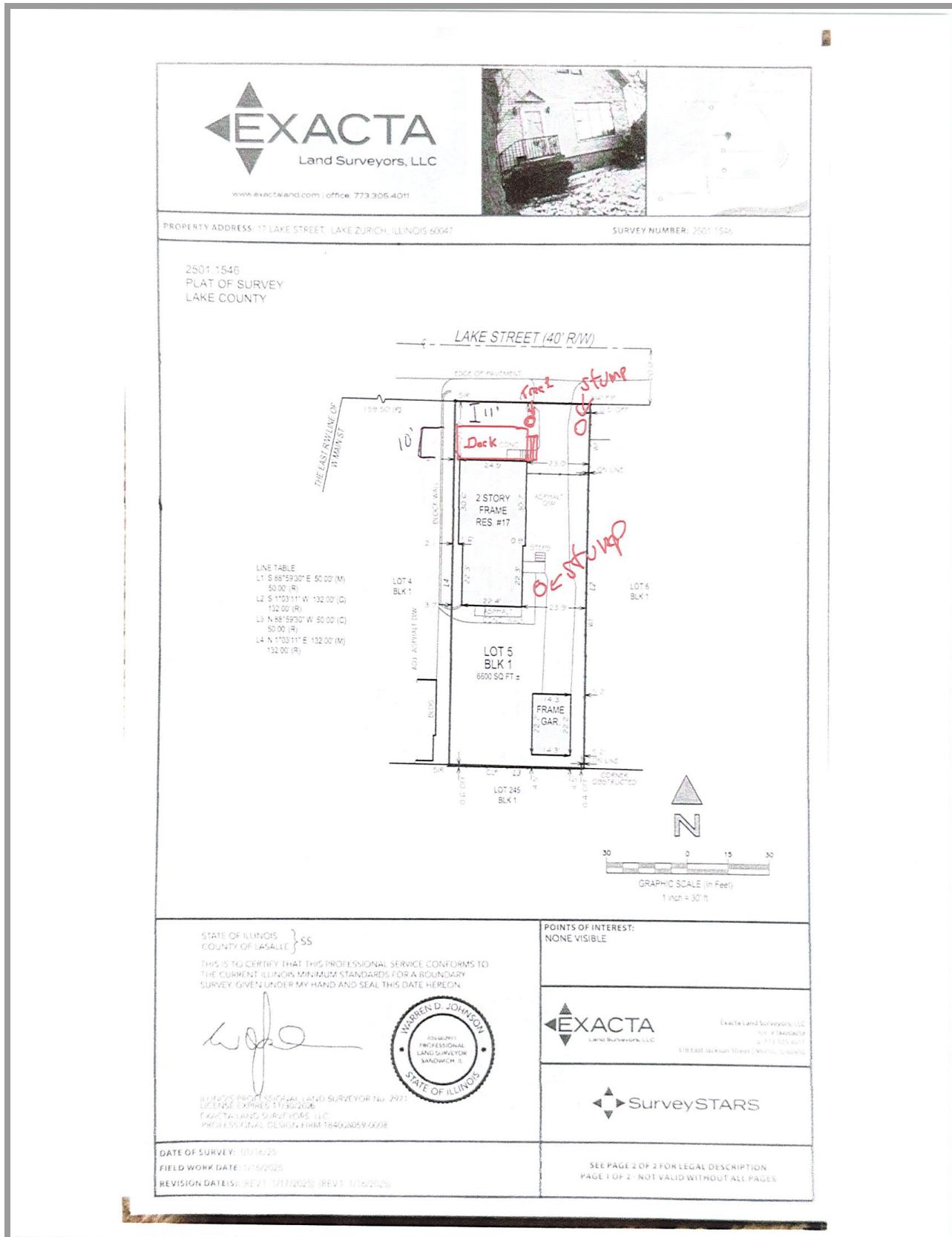
We appreciate your consideration of our request and look forward to working with the Village of Lake Zurich to bring this development to fruition. Please do not hesitate to contact me if you require any further information or have any questions.

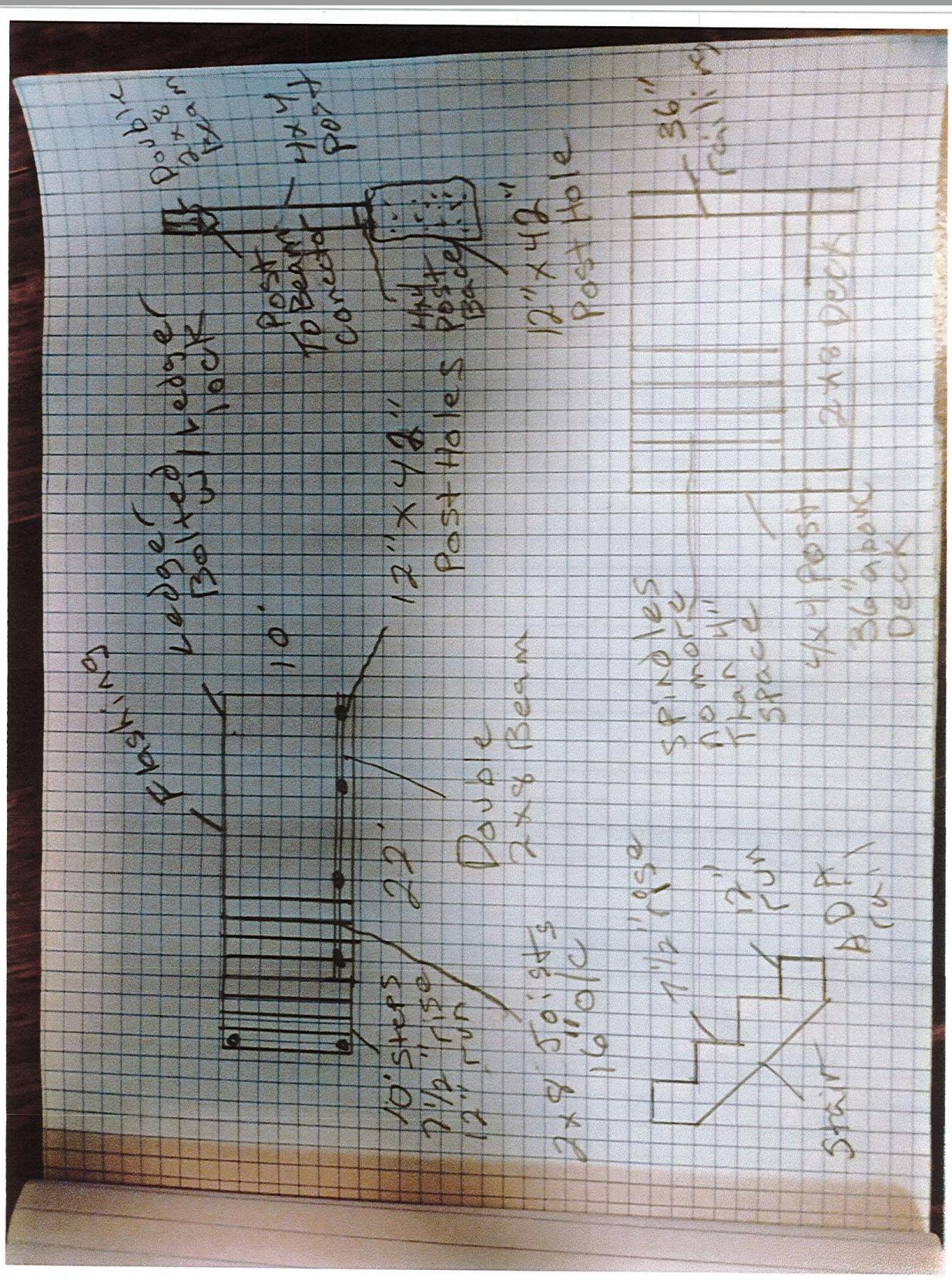
Thank you for your time and attention.

Warm regards,



Ronald J Vindell
New Lake Zurich Resident





BILL OF SALE

Sellers, **Jane M. Papadimitriou, as Manager of Samleo IV, LLC and Theofilos Papadimitriou, as Manager of Samleo IV, LLC**, in consideration of Ten and No/100— Dollars, receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over to buyer **Ronald Vindell**, the following described personal property located on the premises commonly known as **17 Lake Street, Lake Zurich, IL 60047**, to wit:

All personal property as provided for in the Real Estate Sales Contract dated 2/21/25, by and between Ronald Vindell as Buyer and Jane M. Papadimitriou, as Manager of Samleo IV, LLC and Theofilos Papadimitriou, as Manager of Samleo IV, LLC as Sellers and the following items, if any:

Sellers hereby represent and warrant to Buyer that Sellers are the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that Sellers have full right, power and authority to sell said personal property and make this bill of sale. *All warranties of quality, fitness, and merchantability are hereby excluded.*

If this bill of sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this document on this 18 day of March, 2025.

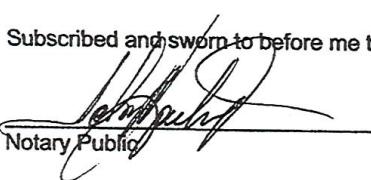

Jane M. Papadimitriou, as Manager of

Samleo IV, LLC

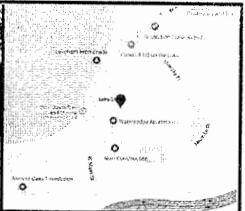
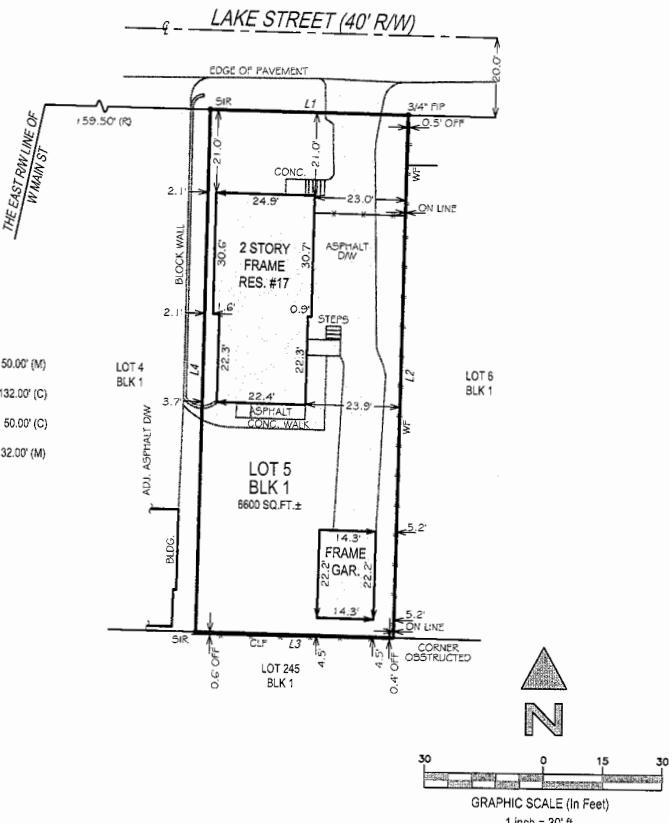

Theofilos Papadimitriou, as Manager of

Samleo IV, LLC

Subscribed and sworn to before me this 18 day of March, 2025.


Notary Public



 EXACTA Land Surveyors, LLC www.exactaland.com office: 773.305.4011		 								
PROPERTY ADDRESS: 17 LAKE STREET, LAKE ZURICH, ILLINOIS 60047 SURVEY NUMBER: 2501.1546										
2501.1546 PLAT OF SURVEY LAKE COUNTY										
										
<p>STATE OF ILLINOIS } 55 COUNTY OF LASALLE }</p> <p>THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.</p> <p></p> <p></p> <p>ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971 LICENSE EXPIRES 11/30/2026 EXACTA LAND SURVEYORS, LLC PROFESSIONAL DESIGN FIRM 184008059-0008</p> <table border="1"> <tr> <td>DATE OF SURVEY: 01/16/25</td> <td>POINTS OF INTEREST: NONE VISIBLE</td> </tr> <tr> <td>FIELD WORK DATE: 1/15/2025</td> <td> Exacta Land Surveyors, LLC PO# 714408059 o: 773.305.4011 316 East Jackson Street Morris, IL 60450</td> </tr> <tr> <td>REVISION DATE(S): (REV.1 1/17/2025) (REV.1 1/16/2025)</td> <td></td> </tr> <tr> <td colspan="2">SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES</td> </tr> </table>			DATE OF SURVEY: 01/16/25	POINTS OF INTEREST: NONE VISIBLE	FIELD WORK DATE: 1/15/2025	 Exacta Land Surveyors, LLC PO# 714408059 o: 773.305.4011 316 East Jackson Street Morris, IL 60450	REVISION DATE(S): (REV.1 1/17/2025) (REV.1 1/16/2025)		SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES	
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SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES										



Community Development Department
 505 Telser Road
 Lake Zurich, IL 60047
 P: (847) 540-1696
www.LakeZurich.org
Permits@LakeZurich.org

Permit Application

Date of Application Apr. 13, 2025.

Project Information

Property Address: 17 lake st. Lake Zurich, IL 60047

Type of Project: Front Porch

Owner's Name/Address: Ronald Vindell
 (If different from above)

Business Name: _____

(For commercial/industrial applications only)

Owner's Phone: 312 618 -9611

Owner's Email: Ronald.Vindell@gmail.com

Description of Work

Rebuild front porch, increase landing follow
 local building code s. Built by owner.

Contractor Information

Contractors are required to be registered with the Village of Lake Zurich. Please refer to the Contractor Registration Application.

General Contractor: _____

Phone: _____

Address: _____

E-mail: _____

Other Contractor: _____ Type: _____

Phone: _____

Address: _____

E-mail: _____

Other Contractor: _____ Type: _____

Phone: _____

Address: _____

E-mail: _____

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

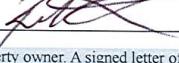
Printed Applicant Name: Ronald Vindell

Phone: 312-618-9611

Applicant Signature: 

Owner or Contractor

(Please Select One)

Property Owner Signature: 

Application must be signed by the property owner. A signed letter of authorization/contract from the property owner must be submitted with the application in lieu of signature on application.

Director of Building and Zoning Signature: _____ Date: _____



At the Heart of Community

Exterior Porches

Stoops, Landings & Stairs



Handrails/ Guardrails

**Handrails are required on one side of any stairway with 3 or more risers and both sides of stairs 5 feet and wider.

*Handrails shall be 34"-38" high measured vertically from the nose of the tread.

*Handrails shall be no more than 2 5/8" across and graspable.

*Handrails shall have a minimum of 1 1/2" between any wall surface and the handrail.

*Guardrails are required on any walking surface or raised area 30" or more above grade.

*Guardrails shall be a minimum of 36" in height.

*If balusters are used in guardrails, the spacing shall be no more than 4" between the balusters.

Costs

\$35.00 Plan Review Fee
\$85.00 Permit Fee

Rules & Restrictions

*Provide all measurements for width, depth, tread, riser, height above grade, handrails, guardrails, etc.

*Stairs in excess of 36" wide shall require additional stringers.

*All exterior wood in contact with the ground shall be pressure treated.

*Joists within 18" of the ground shall be pressure treated or naturally decay resistant.

*The base of stairways shall be anchored to concrete piers.

*Stair tread minimum 10" deep.

*Stair riser shall have a maximum height of 7 3/4"

*Maximum difference between highest and lowest risers is 3/8."

*Call J.U.L.I.E. (800-892-0123) before digging.

Note:

*If an inspector needs to return more than once for the same phase of any required inspection, a \$95.00 residential re-inspection fee will be required to be paid before the re-inspection takes place.

Materials

*A 4" gravel base is required for concrete slabs.

What to Submit

*Completed application.

*1 copy of a Certified Plat of Survey showing all existing structures, accessories and flatwork with the proposed location of the improvement. Indicate setbacks.

*1 copy of plan details showing all required measurements for review. Plans shall include any steps, stoops, landings, stairs, handrails, guardrails, etc. that are part of the job. Include all anchoring methods, materials and a wall section – foundation through roof.

Inspections

*Inspections are scheduled for A.M. or P.M. Monday through Friday with 48 hours advance notice at 847-540-1696 x8150. Same day re-inspections are not available.

*Pre-pour inspection before concrete is poured.

*Final inspection.

Concrete shall not be ordered or on site prior to completion of inspection.

I have read and reviewed these requirements.


Signature of Applicant

4-13-2025
Date

Rev. 1/11/2024

Proposed Variation to enhance curb appeal of front of home and provide a safer entrance into the home.

Front porch would be 10ft x 20ft. Stairs would pitch from ground floor to 36 inches at door height.

Here is a sketch of a rendering finished look and current



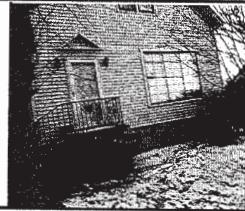
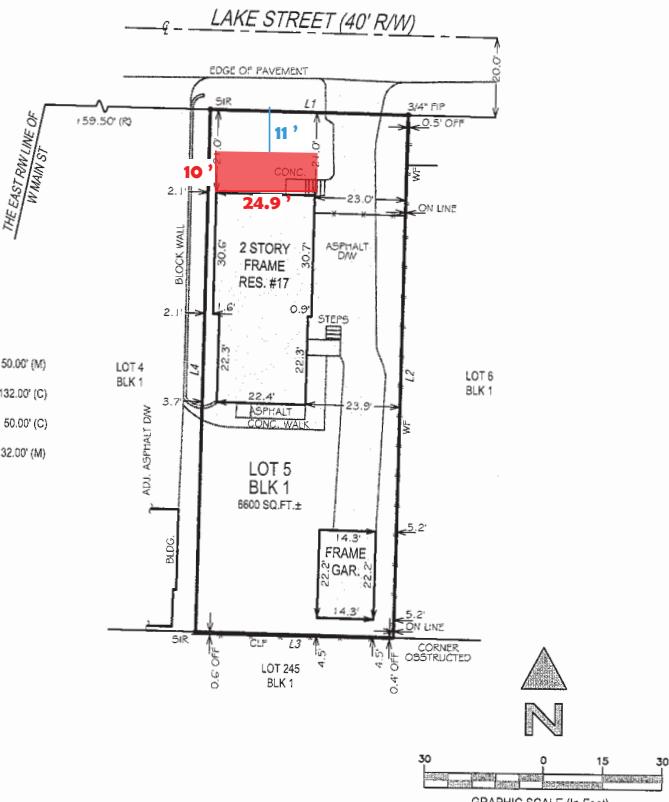


Proposed Variation to enhance curb appeal of front of home and provide a safer entrance into the home.

Front porch would be 10ft x 20ft. Stairs would pitch from ground floor to 36 inches at door height.

Here is a sketch of a rendering finished look and current. Windows would stay the same. Entrance will stay the same to towards the drive way. This would create a safe front entrance with enough room for a wheelchair to be able to turn and a safe area for our toddler to play safely.



 EXACTA Land Surveyors, LLC www.exactaland.com office: 773.305.4011		 
PROPERTY ADDRESS: 17 LAKE STREET, LAKE ZURICH, ILLINOIS 60047 SURVEY NUMBER: 2501.1546		
2501.1546 PLAT OF SURVEY LAKE COUNTY		
		
STATE OF ILLINOIS COUNTY OF LASALLE } 55 THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.  <div style="border: 1px solid black; border-radius: 50%; width: 150px; height: 150px; margin-left: 10px; display: inline-block;">  </div> <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> WARREN D. JOHNSON PROFESSIONAL LAND SURVEYOR SANDWICH, IL STATE OF ILLINOIS LICENSE NO. 035-002971 LICENSE EXPIRES 11/30/2026 EXACTA LAND SURVEYORS, LLC PROFESSIONAL DESIGN FIRM 184008059-0008 </div>		
POINTS OF INTEREST: NONE VISIBLE		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  Exacta Land Surveyors, LLC PDF # 74408059 0: 773.305.4011 316 East Jackson Street Morris, IL 60450 </div> <div style="width: 45%;">  SurveySTARS </div> </div>		
DATE OF SURVEY: 01/16/25 FIELD WORK DATE: 1/15/2025 REVISION DATE(S): (REV.1 1/17/2025) (REV.1 1/16/2025)	SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES	



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: June 2, 2025

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

CC: Colleen McCauley, Village Planner
David Modrzejewski, Building Services Supervisor

Re: Zoning Variation for an Outside Stairway – 287 Sunrise Lane
Ms. Jerrette J. Sita – Owner

AGENDA ITEM
6e

Issue

Ms. Jerrette J. Sita (the “Applicant” and “Owner”), has filed a zoning application for the property at 287 Sunrise Lane (the “*Subject Property*”). Specifically, the Applicant is seeking:

- A Variation from Code Section 9-3-11-6, “Specified Structures and Uses in Required Yards” pursuant to Section 9-3-11-C-1 and Section 9-3-11-C-2, Residential Minimum Yards: Front and Side Yard; to allow for the construction of an outside stairway within the front and side yard setback.

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

- Become more business friendly and customer oriented

Analysis

The Subject Property is located within the R-5 single-family residential district and the LP lake protection district. The total lot area is 39,204 square feet comprising approximately 9,000 square feet of dry land, with the remainder consisting of lake-bottom property. The house on the property was completed during the last and early part of this year and met the requirements of the zoning code.

However, upon completion of the home and inspection of the site, Village staff determined that certain changes on the site had been implemented without prior approval through the permitting

Variation for Outside Stairway – 287 Sunrise Lane
June 2, 2025

process, rendering the site non-compliant with setback requirements and the minimum landscape surface area requirements allowed on the lot. The work included an outside stairway within the side yard setback (that is the subject of the variation) and expansion of the driveway and reconfiguration of the retaining wall into the side yard setback. The Applicant since agreed to remove the portion of the driveway within the setback leaving only a portion of the retaining wall which meets the requirement of the code as it is below the required height for fences and walls within a side yard setback.

Pursuant to public notice published on March 29, 2025, in the Daily Herald, a public hearing was scheduled with the Lake Zurich Planning & Zoning Commission for April 16, 2025, to consider the Application. On March 27, 2025, the Village posted a public hearing sign on the Subject Property (Exhibit B).

The video stream from the PZC meeting can be accessed via the link:
XXX

A detailed evaluation and summary of the project can be found in the Staff Report that was provided to the Planning and Zoning Commission, which is a part of the attached Ordinance.

Recommendation

At their meeting on April 16, 2025, the PZC unanimously recommended approval of the variation request to allow the outside stairway, built without permits or prior zoning approval, to remain as constructed.

The PZC added an additional condition to their Findings and Recommendations asking village staff to investigate the option of implementing punitive measures (fines) for the construction of the outside stairway without review and approval of permits. The Municipal Code authorizes for the following fines:

- Zoning Violation fine: \$250.00 (for constructing the stairway within the side yard setback).
- Building Permit Violation fine: \$240.00. The Municipal Code doubles the permit fee for work without prior review and approval of a permit. The typical permit fee for this work is \$120.

Total amount in fines: 490.00

The applicant was made aware of these fines and is prepared to pay them.

Based on the review of the standards for approval, staff continues to remain unable to recommend approval of the variation since standard C was not met. However, should the Village Board concur with the findings and recommendation of the PZC and approve the variation, the following conditions shall be included in the official record of the Ordinance.

1. Substantial conformance with the following documentation submitted as part of the

• Page 2

Variation for Outside Stairway – 287 Sunrise Lane
June 2, 2025

application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:

- a. Zoning Application dated February 13, 2025, prepared by the Applicant Jerrette J. Sita, homeowner of 287 Sunrise Lane; and Cover Letter.
- b. Exhibit A: Legal Description of the Subject Property.
- c. Plat of Survey provided by Jerrette J. Sita.
- d. Letters of Consent from neighbor submitted February 13, 2025.

2. The Applicant shall be assessed and has agreed to the following fines for the construction of the outside stairway in violation with the zoning and building codes:

- Zoning Violation fine: \$250.00 (for constructing the stairway within the side yard setback).
- Building Permit Violation fine: \$240.00. The Municipal Code doubles the permit fee for work without prior review and approval of a permit. The typical permit fee for this work is \$120.

Total amount in fines: 490.00

3. As further mitigation for the outside stairway, the applicant shall not further reduce the setback of the stairway within the front or side yards. There shall be no increase to the depth or width of the structure beyond what is constructed at this time. The Applicant shall also install a solid fence to screen the retaining wall along with other compliant mechanical units along the southwest side of the building from view of the adjacent property. Such fence shall comply with the height requirements for the yards within which it is located – no greater than 3 feet in height within the front yard and no greater than 6 feet in height within the interior side and rear yards.

4. The Applicant shall continue the maintenance of the underground storm sewer constructed to direct stormwater from the front of the Subject Property to the rear of the Subject Property.

5. The Applicant shall schedule an inspection for the Village's Public Works Department to conduct a televising inspection to ensure that no damages occurred during construction and that drainage is properly maintained. Any determination of damage shall require the Applicant to properly repair or replace the stormwater sewer to the satisfaction of the Village's Public Works Department.

6. This construction on and the Subject Property generally shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

- Approval Ordinance including the following exhibits
 - Exhibit A – Legal description of the property
 - Exhibit B – April 16, 2025 Staff Report and PZC final findings, recommendation and conditions

● Page 3

VILLAGE OF LAKE ZURICH



ORDINANCE No. 2025-06-613

**AN ORDINANCE GRANTING A VARIATION
(287 Sunrise Lane – Outside Stairway)**

WHEREAS, Ms. Jerrette J. Sita (“Applicant” and “Owner”) filed an application with the Village of Lake Zurich dated February 13, 2025 (“PZC 2025-03”) for the single-family residential property located at 287 Sunrise Lane (“Subject Property”), said Property legally described in Exhibit A, for zoning approval for a variation to allow for the construction of an outside stairway within the front and interior side yard setback for the Property; and

WHEREAS, said Property is located within the R-5 Single Family Residential Zoning District (“District”) and the LP Lake Protection Overlay District in the Village; and

WHEREAS, Applicant constructed a new house on the Subject Property in conformance with the requirements of the Lake Zurich Zoning Code (“Zoning Code”); and

WHEREAS, during the construction of the house on the Subject Property, Applicant also constructed a new outside stairway connecting the front yard to the rear yard, and expanded the driveway and retaining walls into the side yard setback, after Owner’s application for a building permit and without prior Zoning review or issuance of permits by the Village for such work, and

WHEREAS, applicant corrected the expanded driveway to remove it from the side yard setback and requested approval of the retaining walls to be maintained as constructed as they met the minimum height requirements for fences and wall within a side yard setback pursuant to Section 8-11-1 of Title 8 of the Lake Zurich Municipal Code entitled “Fences;” and

WHEREAS, due to the location of the new house on the Subject Property, the outside stairway was constructed within the side yard setback in violation of the Zoning Code, and

WHEREAS, the Zoning Code provides that outside stairways may project from an exterior wall but such stairway cannot extend more than 3 feet into any required yard.

The Zoning Code also requires that for properties within the LP Lake Protection District, stairways are not permitted in any side yards, and

WHEREAS, Applicant seeks a variation from the requirement of Section 9-3-11.E.6.e of the Zoning Code (“Code”) for this Subject Property in this District to allow the outside stairway to remain within the side yard setback; and

WHEREAS, due to the orientation and location of the house on the lot, the proposed location within the side yard is the only possible location to construct the outside stairway; and

WHEREAS, to compensate for the flow of stormwater along the side yard and to minimize any adverse visual impact on neighboring property, the Applicant has installed an underground storm sewer to direct water from the front to the rear of the Subject Property; and

WHEREAS, on February 28, 2025, the Village posted a public hearing sign on the Subject Property and public notice of the public hearing was published on March 1, 2025, in the Daily Herald, for a public hearing scheduled with the PZC for March 19, 2025, to consider this Application; and

WHEREAS, the PZC opened the public hearing on March 19, 2025, but continued consideration of the application at the request of the Applicant; and

WHEREAS, the PZC continued consideration of the Application at its public hearing on April 16, 2025, to consider the Applicant’s request for a variation to allow the outside stairway to be constructed within the side yard from the limit imposed by Section 9-3-11 of the Code, for this Property, in this District, and did consider the Application, documentation submitted and all of the facts and circumstances affecting the Application, relative to those requirements and standards for variations set forth at Sections 9-3-11, 9-17-2, 9-17-3 and 9-17-4 of the Zoning Code, as described in the report and recommendations set forth in the April 16, 2025 STAFF REPORT, consisting of 15 pages, those findings and recommendations of said STAFF REPORT adopted by the PZC as its own at its April 16, 2025 meeting, all 15 pages of said STAFF REPORT attached hereto as Exhibit B; and

WHEREAS, at its June 2, 2025 meeting, the Mayor and Board of Trustees considered the above referenced findings and recommendations of the PZC recommending the grant of this variation in order to afford the Applicant relief from the strict application of the requirements of Section 9-3-11. E. 6.e of the Zoning Code to allow Owner reasonable use of the Property under the Zoning Code and adequate functionality and utility of the proposed outside stairway, and having considered all of the facts and circumstances affecting the application, and has determined that the application adequately meets the applicable standards in Sections 9-17-2, 9-17-3 and 9-17-4 of the Zoning Code for the Subject Property in this District.

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, recommendations, drawings, exhibits and plans are incorporated herein as findings and requirements of the Mayor and Board of Trustees, and all Exhibits referenced herein are made a part of and incorporated into this Ordinance and related approvals, as further provided below.

SECTION 2: GRANT OF VARIATION AND CONDITIONS. The Mayor and Board of Trustees do hereby accept and adopt the recommendation of the PZC to grant the variation requested by Applicant to construct the outside stairway within the side yard as restricted within Section 9-3-11 Paragraph E.6.m and, based upon all information and evidence presented to the PZC, approve and adopt the PZC recommendation to grant this variation for the Subject Property subject to the following terms and conditions:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application dated February 13, 2025, prepared by the Applicant Jerrette J. Sita, homeowner of 287 Sunrise Lane; and Cover Letter.
 - b. Exhibit A: Legal Description of the Subject Property.
 - c. Plat of Survey provided by Jerrette J. Sita.
 - d. Letters of Consent from neighbor submitted February 13, 2025.
2. The Applicant shall be assessed and has agreed to the following fines for the construction of the outside stairway in violation with the zoning and building codes:
 - Zoning Violation fine: \$250.00 (for constructing the stairway within the side yard setback).
 - Building Permit Violation fine: \$240.00. The Municipal Code doubles the permit fee for work without prior review and approval of a permit. The typical permit fee for this work is \$120.
 - Total amount in fines: 490.00
3. As further mitigation for the outside stairway, the applicant shall not further reduce the setback of the stairway within the front or side yards. There shall be no increase to the depth or width of the structure beyond what is constructed at this time. The Applicant shall also install a solid fence to screen the retaining wall along with other compliant mechanical units along the southwest side of the building from view of the adjacent property. Such fence shall comply with the height requirements for the yards within which it is located – no greater than 3 feet in height within the front yard and no greater than 6 feet in height within the interior side and rear yards.

4. The Applicant shall continue the maintenance of the underground storm sewer constructed to direct stormwater from the front of the Subject Property to the rear of the Subject Property.
5. The Applicant shall schedule an inspection for the Village's Public Works Department to conduct a televising inspection to ensure that no damages occurred during construction and that drainage is properly maintained. Any determination of damage shall require the Applicant to properly repair or replace the stormwater sewer to the satisfaction of the Village's Public Works Department.
6. This construction on and the Subject Property generally shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

SECTION 3: FINDINGS IN SUPPORT OF VARIATION. The findings and recommendation of the PZC, based upon its consideration of staff reports and filings provided to the PZC, are hereby accepted by the Board and adopted as its own, based upon all available information from both the PZC hearing and the discussions taking place at the PZC and Board meeting and shall be made a part of the official record for the application.

SECTION 4: COMPLIANCE WITH ORDINANCE AND ALL CODES. Except as otherwise specifically provided in writing in advance by the Village, no additional work may be commenced on the Subject Property pursuant to the approval granted in this Ordinance until all conditions precedent of this Ordinance and Code requirements for such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

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

PASSED this _____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of June, 2025.

ATTEST:

Thomas Poynton, Village President

Kathleen Johnson, Village Clerk

EXHIBIT A
Legal Description of Property

THAT PART OF SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF LOT 6, IN BLOCK 20 IN FRANK W. KINGLEY'S ZURICH HEIGHTS GOLF CLUB, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 315560 AND PARTIALLY VACATED BY THE PLAT THEREOF RECORDED AS DOCUMENT 366535; THENCE SOUTH ALONG THE EAST LINE OF PARK LANE IN SAID SUBDIVISION EXTENDED A DISTANCE OF 390 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 105 FEET TO A POINT THAT LIES 450 FEET SOUTH OF THE SOUTH LINE OF LOT 6 IN BLOCK 20 AND 205 FEET WEST OF THE EAST LINE OF BLOCK 19 IN SAID SUBDIVISION AS ORIGINALLY PLATTED; THENCE EAST 205 FEET TO THE SAID EAST LINE OF BLOCK 19; THENCE SOUTH ALONG THE SAID LINE OF BLOCK 19 A DISTANCE OF 142.81 FEET TO THE SOUTH LINE OF THE WEST HALF OF THE SOUTHEAST 1/4 OF SECTION 18; THENCE WEST ALONG THE SAID LINE OF QUARTER SECTION A DISTANCE OF 220.66 FEET TO A CONCRETE MONUMENT THAT LIES 141.2 FEET EAST OF THE EASTERLY RIGHT OF WAY LINE OF RAND ROAD (U.S. ROUTE NO. 12) AS NOW DEDICATED; THENCE NORTHWESTERLY ON A LINE AN ANGLE OF 122 DEGREES 48 MINUTES FROM EAST TO NORTH TO NORTHWEST WITH THE LAST DESCRIBED LINE A DISTANCE OF 182.25 FEET; THENCE NORTHWESTERLY ON A LINE FORMING AN ANGLE OF 159 DEGREES 43 MINUTES FROM SOUTHEAST TO EAST TO NORTH NORTHWEST WITH THE LAST DESCRIBED LINE A DISTANCE OF 46.8 FEET TO POINT THAT LIES 72.3 FEET EASTERLY OF AFORESAID EASTERLY RIGHT-OF-WAY LINE OF ROAD; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 83 DEGREES 15 MINUTES FROM SOUTHEAST TO EAST WITH THE LAST DESCRIBED LINE A DISTANCE OF 40.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Common Street Address: 287 Sunrise Lane
Property Index Number (PIN): 14-18-400-025

EXHIBIT B

Staff Report and PZC Findings Dated April 16, 2025 along with
Development Application and attachments



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

(847) 540-1696
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APPLICATION PZC 2025-03

AGENDA ITEM 4.A

PZC Hearing Opening Date: March 19, 2025
PZC Continued Consideration: April 16, 2025

STAFF REPORT

To: Chairperson Stratman and Members of the Planning & Zoning Commission

From: Sarosh Saher, Community Development Director

CC: Colleen McCauley, Village Planner
David Modrzejewski, Building Services Supervisor

Date: April 16, 2025

Re: PZC 2025-03 – Zoning Variation for Outside Stairway at 287 Sunrise Lane
Continued Consideration

SUBJECT

Ms. Jerrette J. Sita (the “Applicant” and “Owner”) requests a Variation from Zoning Code Section 9-3-11-6, “Specified Structures and Uses in Required Yards” pursuant to section 9-3-11-C-1 and section 9-3-11-C-2, “Residential Minimum Yards: Front and Side Yard,” to allow an outside stairway to remain as constructed, encroaching into the required 25-foot front yard and extending into the 7-foot interior side yard at the property commonly known as 287 Sunrise Lane, legally described in Exhibit A attached hereto (the “Subject Property”).

The property is also located within the LP Lake Protection District and subject to the side yard setback restrictions of the LP district.

GENERAL INFORMATION

Requested Action:	<u>Variation of Front and Side Yard Setbacks for Outside Stairway</u>
Current Zoning:	<u>R-5 Single-Family Residential District</u> <u>LP Lake Protection District</u>
Current Use	<u>Single Family Home</u>
Property Location:	<u>287 Sunrise Lane</u>

Staff Report
APPLICATION PZC 2025-03

Community Development Department
PZC Meeting Date: April 16, 2025

Applicant and Owner: Ms. Jerrette J. Sita

Staff Coordinator: Colleen McCauley, Village Planner

LIST OF EXHIBITS

- A. Legal Description
- B. Public Meeting Sign
- C. Site Photos
- D. Aerial Map
- E. Zoning Map
- F. Parcel Map
- G. Development Application and Attachments
- H. Development Review Comments

BACKGROUND

Ms. Jerrette J. Sita (the “Applicant” and “Owner”) is the recent owner of the property located at 287 Sunrise Lane, and legally described in Exhibit A attached hereto (the “Subject Property”). The Applicant filed an application with the Village of Lake Zurich received on February 13, 2025 (the “Application”) seeking:

- A Variation from Code Section 9-3-11-6, “Specified Structures and Uses in Required Yards” pursuant to Section 9-3-11-C-1 and Section 9-3-11-C-2, Residential Minimum Yards: Front and Side Yard; to allow for the construction of an outside stairway within the front and side yard setback.

The Subject Property is located within the R-5 single-family residential district and the LP lake protection district. The total lot area is 39,204 square feet comprising approximately 9,000 square feet of dry land, with the remainder consisting of lake-bottom property. The house on the property was completed during the last and early part of this year. While the lot’s irregular shape posed design challenges, the architect effectively designed the newly constructed two-story home to fit entirely within the buildable envelope complying with all setbacks.

However, upon completion of the home and inspection of the site, Village staff determined that certain changes on the site had been implemented without prior approval through the permitting process rendering the site non-compliant with setback requirements and the minimum landscape surface area requirements allowed on the lot. The additional work completed is as follows, along with the status of its disposition:

1. *Outside Stairway* construction along the northeast lot line and within the side yard setback.
 - The Applicant has requested a variation to allow these stairs to remain as constructed.

Staff Report
APPLICATION PZC 2025-03

Community Development Department
PZC Meeting Date: April 16, 2025

2. *Driveway expansion and reconfiguration of the retaining wall* along the southeast interior lot line, and within the side yard setback. The additional impervious surface of the driveway causes the impervious surfaces on the lot to reduce the minimum landscape surface area below the 60% limit that is allowed on the property, rendering it non-compliant with such code requirement.

- The Applicant has agreed to remove portions of the driveway within the side yard setback and other areas to bring the property into conformance with the requirements for minimum landscape surface area.
- The Applicant is requesting consideration to allow the retaining wall as reconfigured to remain while mitigating its impact on the adjacent property by screening it with a fence and year-round evergreen landscape material.

The home is set to complete construction this year, with Temporary Occupancy having recently been granted to the property owner to occupy the home. A final certificate of occupancy may only be granted upon approval of the requested variations, or upon correction of the issues should the variation not be granted,

The neighborhood is predominantly made up of homes built in the 1950s. A house once stood on the Subject Property, constructed around the same era, but it was demolished in the early 2000s. The lot remained vacant until the current homeowner purchased it and applied for building permits in 2022.

Outside Stairway.

Requirements:

Outside stairways may project from an exterior wall but may extend no more than 3 feet into any required yard. In properties within the LP Lake Protection District, stairways are not permitted in any side yards. This regulation is designed to prevent potential obstructions to drainage and water flow into the lake, as structures in the side yard could contribute to flooding or erosion concerns.

Proposal:

The Applicant has installed 4-foot-wide steps encroaching 10 feet into the front yard and encroaching approximately 5.4 feet into the side yard, with approximately 1.6 feet (20 inches) remaining between the edge of the steps and the interior side lot line on the northeast side of the property. These steps were not included in the approved building plans and, as constructed, do not comply with the zoning code.

Additionally, the outside stairway has been constructed in close proximity to, and directly over the path of the Village's stormwater sewer. If the Variation is approved and the stairs are to remain, the Village's Public Works Department will require a televising inspection of the sewer to verify that no damage occurred during construction of the stairway. The stormwater sewer is constructed to address flooding or erosion concerns at the property. The Applicant has obtained the consent of the adjacent property owner for the outside staircase to remain.

Driveway expansion and reconfiguration of the retaining wall.

Requirements:

Staff Report
APPLICATION PZC 2025-03

Community Development Department
PZC Meeting Date: April 16, 2025

- a. Driveways are allowed to encroach into a side yard setback, but not within 3 feet of any side lot line.
- b. Retaining walls are regulated by the provisions of fences and walls requiring that such fences or walls located within a side yard setback be no higher than 5 feet (60 inches).

Proposal:

The Applicant expanded the driveway into the side yard setback and reconfigured the proposed retaining wall to encroach 5.7 feet into the side yard setback, with approximately 1.3 feet (16 inches) remaining between the edge of the retaining wall and the interior side lot line on the southwest side of the property. Such construction was not included in the approved building plans and do not comply with the zoning code.

- The Applicant has since agreed to remove the encroaching portion of the driveway and bring it into compliance. Such removal of the driveway is also one of the means to conform to the minimum landscape surface requirements of the code.
- The reconfigured retaining wall is constructed to a height of 3.3 feet (40 inches) and meets the height requirement for fences and walls. The Applicant has therefore requested approval of the reconfigured retaining wall to remain as constructed.

As further mitigation to reduce the impact of the retaining wall, the Applicant has agreed to install a solid fence to screen the retaining wall along with other compliant mechanical units along the side of the building from view of the adjacent property.

Pursuant to public notice published on March 1, 2025, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for March 19, 2025, to consider the Application. On February 28, 2025, the Village posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

- A. Courtesy Review.** Due to the low impact of this project, courtesy review was not recommended.
- B. Zoning History.** The Subject Property is zoned within the R-5 single-family residential district. It is also located on the shores of Lake Zurich and falls within the LP lake protection district. The construction of the new single-family home on the property was completed in January 2025, with the remaining site work expected to be finished this year. The residents were granted Temporary Occupancy in April 2025.
- C. Surrounding Land Use and Zoning.** The Subject Property is located within the R-5 single family residential district, consistent with the zoning of all surrounding properties. The neighboring properties are primarily improved with residences constructed in the late 1950s, with a few properties to the south having undergone more recent redevelopment. Both the subject property and the surrounding homes are situated within the LP Lake Protection District.

Staff Report
APPLICATION PZC 2025-03

Community Development Department
PZC Meeting Date: April 16, 2025

D. Trend of Development. The residence at 287 Sunrise Lane began construction in 2022 and is currently in the final stages of completion. This two-story home is located at the end of Sunrise Lane, offering direct frontage along the lake. The property is positioned in a residential area comprising mostly of 1- to 1.5 story residences, with scenic lake views. To the west of the Subject Property, North Rand Road, a major arterial roadway, serves as a key transportation corridor and is improved with a variety of commercial developments, including retail establishments, restaurants, and service-oriented businesses.

E. Zoning District. The zoning code provides for four (4) zoning districts for single-family residential development. The single-family districts provide for a limited range of single-family detached housing densities consistent with the village's established single-family residential neighborhoods. The R-5 district allows for somewhat higher density residential use and smaller lot sizes.

Taken as a whole, the residential district regulations are intended to preserve established neighborhoods and encourage new residential development, but only in a manner consistent with the overall character of the village.

F. Lake Protection District. The LP lake protection district is designated as an overlay district on the Village's zoning map, applied in conjunction with the underlying zoning district. Properties within the LP district must adhere to both the regulations of the LP overlay district and those of the base zoning district in which they are situated. The lake is a defining natural feature of the Village, contributing significantly to its overall character and aesthetic appeal. Its unique environmental qualities and scenic beauty warrant special protection to maintain its integrity and preserve its positive impact on the community. The LP district was established to safeguard these distinctive characteristics, ensuring that development and use of lakefront properties are conducted in a manner that protects the lake and preserves the quality of its impact on the Village.

G. Outside Stairways, Retaining Walls and Driveways:

- a. *Outside Stairways:* The zoning code permits accessory structures in residential yards, subject to specific regulations. Outside stairways are allowed to project from an exterior wall; however, such projections are limited to no more than 3 feet into a required yard. Additionally, stairways are prohibited from being constructed within any required side yard on properties within the LP district.
- b. *Driveways* are allowed to encroach into a side yard setback, but not within 3 feet of any side lot line.
- c. *Retaining walls* are regulated by the provisions of fences and walls requiring that such fences or walls located within a side yard setback by no higher than 5 feet (60 inches).

GENERAL FINDINGS

Staff Report
APPLICATION PZC 2025-03

Community Development Department
PZC Meeting Date: April 16, 2025

Staff of the Community Development Department's development review team has evaluated the development against the various standards and provisions of the Lake Zurich Municipal Code and offers findings on the following specific sections of the Code.

9-17-4: STANDARDS FOR VARIATIONS.

A. General Standard: No variation shall be granted pursuant to this chapter unless the applicant shall establish that carrying out the strict letter of the provisions of this zoning code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this section.

Staff Response: Standard met. The applicant has demonstrated that there is a practical difficulty in constructing a compliant passage to the rear yard under the current zoning code provisions. Due to the property's location within the LP lake protection district, the proposed outside stairway is not permitted within the required side yard, which limits design alternatives for rear yard access. Due to the steep grade and since the property has a walkout basement, constructing a functional service walk would be challenging.

B. Unique Physical Condition: The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use or structure, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Staff Response: Standard met. The subject property exhibits exceptional topographical features, with a steep grade change sloping from the front yard down to the rear yard. The newly constructed home includes a walkout basement. This significant elevation difference creates a practical difficulty for safe and functional access to the rear yard, necessitating the construction of an exterior stairway. Additionally, the combination of the property's steep topography and the design constraints due to the principal structure constitutes a unique physical condition.

The residence was designed to maximize the buildable area on the lot, leaving limited space for accessory structures to be constructed in full compliance with the zoning code.

Because the stairway was constructed after permit approval, the only location it could be constructed was within the front and side yard setbacks, requiring a variation to encroach into such required setbacks. The stairway is positioned 1.6 feet from the northeast side yard lot line, where accessory structures are otherwise prohibited in the LP lake protection district.

Staff Report
APPLICATION PZC 2025-03

Community Development Department
PZC Meeting Date: April 16, 2025

C. **Not Self-Created:** The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this zoning code, for which no compensation was paid.

Staff Response: Standard not met. While the unique physical condition of the property in terms of its topography existed prior to construction of the house, the Applicant did not take that into consideration during its design. The house was designed, reviewed and permitted to maximize its buildable area on the site without consideration for a stairway or other structures along its sides.

The need for the variation request is therefore the result of actions taken by the property owner after review was completed and permit approval was granted, and which review could have notified the owner to potentially prevent the outside stairway from being constructed in a location not permitted by the zoning code. As such, the hardship is considered self-created, as the property owner undertook the construction without securing the necessary approvals or verifying compliance with the zoning code prior to installation.

D. **Denied Substantial Rights:** The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Staff Response: Standard met. Applying the zoning code would prevent the owner from maintaining the exterior stairway, which extends 10 feet into the front yard setback and encroaches into the northeast side yard. Denying the stairway would deprive the property owner of the ability to provide safe, illuminated access to the rear yard—an amenity typically available to other property owners in similar situations with walkout basements. The stairway enhances both the functionality and safety of the property, making it a reasonable improvement aligned with the substantial rights granted to other property owners in the Village.

E. **Not Merely Special Privilege:** The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

Staff Response: Standard met. The hardship does not stem from the owner's inability to enjoy any special privilege in using the property. Granting the variation will enable the current owner to connect their front and rear yards in a safe and stable manner.

Staff Report
APPLICATION PZC 2025-03

Community Development Department
PZC Meeting Date: April 16, 2025

Access to the rear yard, even for properties with a walkout basement, is a traditional and customary feature for the enjoyment and use of a residential property.

F. **Code and Plan Purposes:** The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this zoning code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan.

Staff Response: Standard met. Granting the variation would not change the residential use of the Subject Property. The location and design of the home, along with the outside stairway, will continue to remain in harmony with the residential purpose of the zoning code and comprehensive plan. The addition of the stairway will not negatively impact stormwater drainage on the property, as the Village's Public Works Department will conduct a televising inspection to ensure that no damages occurred during construction and that drainage is properly maintained. This ensures the variation aligns with the intended purpose of the zoning code while maintaining the property's functional and aesthetic character.

G. **Essential Character of the Area:** The variation would not result in a use or development on the subject property that:

1. **Detrimental to Enjoyment:** Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or

Staff Response: Standard met. If the Applicant is granted the requested variation, it will not create a negative effect on public welfare, enjoyment, development, or value of property.

2. **Light and Air:** Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or

Staff Response: Standard met. Granting of the variation would have no effect on the supply of light and air to the subject property or those properties in the vicinity. The house is constructed in compliance with this standard and the Applicants only wish to leave the stairway as constructed at ground level, which is entirely within their property boundaries.

3. **Congestion:** Would substantially increase congestion in the public streets due to traffic or parking; or

Staff Response: Not Applicable. Granting of the variation would not affect any congestion due to traffic or parking as the land use or density of the property is not being altered.

4. **Flood or Fire:** Would unduly increase the danger of flood or fire; or

Staff Report
APPLICATION PZC 2025-03

Community Development Department
PZC Meeting Date: April 16, 2025

Staff Response: Standard partially met. The exterior stairway will be inspected by the Village's Public Works Department to confirm that the stormwater sewer is functioning properly and that drainage will be adequately maintained. This ensures that the variation will not unduly increase the risk of flooding.

The stairway will not increase the risk of fire on the property.

5. **Tax Public Facilities:** Would unduly tax public utilities and facilities in the area; or

Staff Response: Standard met. Granting of the variation would not cause the property to unduly tax public utilities or facilities in the area since its function would not change.

6. **Endangerment:** Would endanger the public health or safety.

Staff Response: Standard met. The proposed variation will not endanger public health or safety. The exterior stairway will reduce the side yard setback to 1.6 feet towards the neighboring property at 285 Sunrise Lane, whose owner has provided a letter of support, indicating no concerns. Additionally, the stairway has been constructed in compliance with all safety standards to ensure it does not pose any risk to the public.

H. **No Other Remedy:** There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

Staff Response: Standard partially met. The exterior stairway is necessary to provide the property with the desired utility and functional connection between the front and rear yards. While a service walk could have been constructed in the side yard, it would need to be positioned at least 3 feet from the side lot line.

The other option would be to access the rear yard by means of a landscaped path matching the slope of the side yard. However, due to the steep grade change, stairs are a much more functional and safer option for the subject property. Additionally, the side yard's limited width, resulting from the maximized building footprint and slant of the side lot line, would further constrain any alternative solution.

Alternatively, during the design phase of the new single-family home, the exterior stairway could have been considered, allowing for a smaller building footprint that would accommodate code-compliant steps outside of the setback area.

The owners of the property to the east have not objected to the stairway as constructed and have provided their signed support.

Staff Report
APPLICATION PZC 2025-03

Community Development Department
PZC Meeting Date: April 16, 2025

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 9-17-4: Standards for Variations

Section 9-17-5 entitled “Variation less than requested” provides the PZC with the option of granting a variation less than or different from that requested when the record supports the applicant's right to some relief but not to the relief requested.

Based on the review of the standards for approval, staff is unable to recommend approval of the variation since standard C has not been met. However, should the Planning and Zoning Commission recommend approval of the variation, the following conditions shall be included in the official record of the Application.

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application dated February 13, 2025, prepared by the Applicant Jerrette J. Sita, homeowner of 287 Sunrise Lane; and Cover Letter.
 - b. Exhibit A: Legal Description of the Subject Property.
 - c. Plat of Survey provided by Jerrette J. Sita.
 - d. Letters of Consent from neighbor submitted February 13, 2025.
2. As further mitigation for the outside stairway, the applicant shall agree not to further reduce the setback of the stairway within the front or side yards. There shall be no increase to the depth or width of the structure beyond what is constructed at this time. The Applicant shall also install a solid fence to screen the retaining wall along with other compliant mechanical units along the southwest side of the building from view of the adjacent property. Such fence shall comply with the height requirements for the yards within which it is located – no greater than 3 feet in height within the front yard and no greater than 5 feet in height within the interior side and rear yards.
3. The Applicant shall schedule an inspection for the Village's Public Works Department to conduct a televising inspection to ensure that no damages occurred during construction and that drainage is properly maintained. Any determination of damage shall require the Applicant to properly repair or replace the stormwater sewer to the satisfaction of the Village's Public Works Department.
4. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Respectfully submitted,

Colleen McCauley, Village Planner

Staff Report
APPLICATION PZC 2025-03

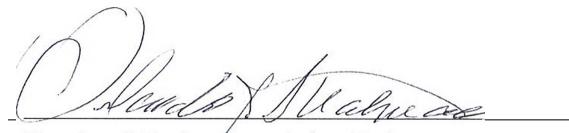
Community Development Department
PZC Meeting Date: April 16, 2025

LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS

287 SUNRISE LANE
APRIL 16, 2025

The Planning & Zoning Commission recommends approval of Application **PZC 2025-03**, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **April 16, 2025** for this Application and subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - e. Zoning Application dated February 13, 2025, prepared by the Applicant Jerrette J. Sita, homeowner of 287 Sunrise Lane; and Cover Letter.
 - f. Exhibit A: Legal Description of the Subject Property.
 - g. Plat of Survey provided by Jerrette J. Sita.
 - h. Letters of Consent from neighbor submitted February 13, 2025.
2. As further mitigation for the outside stairway, the applicant shall agree not to further reduce the setback of the stairway within the front or side yards. There shall be no increase to the depth or width of the structure beyond what is constructed at this time. The Applicant shall also install a solid fence to screen the retaining wall along with other compliant mechanical units along the southwest side of the building from view of the adjacent property. Such fence shall comply with the height requirements for the yards within which it is located – no greater than 3 feet in height within the front yard and no greater than 5 feet in height within the interior side and rear yards.
3. The Applicant shall schedule an inspection for the Village's Public Works Department to conduct a televising inspection to ensure that no damages occurred during construction and that drainage is properly maintained. Any determination of damage shall require the Applicant to properly repair or replace the stormwater sewer to the satisfaction of the Village's Public Works Department.
4. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
 - Without any further additions, changes, modifications and/or approval conditions.
 - With the following additions, changes, modifications and/or approval conditions:



Planning & Zoning Commission Chairman

Additional Conditions of the PZC:

- a. Staff should investigate the option of implement punitive measures for the construction of the outside stairway without review and approval of the necessary permits; and
- b. The televising of the stormwater sewer be completed, reviewed and accepted by Public Works staff prior to transmitting the application to the Village Board for consideration and approval.

Staff Report
APPLICATION PZC 2025-03

Community Development Department
PZC Meeting Date: April 16, 2025

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

THAT PART OF SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF LOT 6, IN BLOCK 20 IN FRANK W. KINGLEY'S ZURICH HEIGHTS GOLF CLUB, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 315560 AND PARTIALLY VACATED BY THE PLAT THEREOF RECORDED AS DOCUMENT 366535; THENCE SOUTH ALONG THE EAST LINE OF PARK LANE IN SAID SUBDIVISION EXTENDED A DISTANCE OF 390 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 105 FEET TO A POINT THAT LIES 450 FEET SOUTH OF THE SOUTH LINE OF LOT 6 IN BLOCK 20 AND 205 FEET WEST OF THE EAST LINE OF BLOCK 19 IN SAID SUBDIVISION AS ORIGINALLY PLATTED; THENCE EAST 205 FEET TO THE SAID EAST LINE OF BLOCK 19; THENCE SOUTH ALONG THE SAID LINE OF BLOCK 19 A DISTANCE OF 142.81 FEET TO THE SOUTH LINE OF THE WEST HALF OF THE SOUTHEAST 1/4 OF SECTION 18; THENCE WEST ALONG THE SAID LINE OF QUARTER SECTION A DISTANCE OF 220.66 FEET TO A CONCRETE MONUMENT THAT LIES 141.2 FEET EAST OF THE EASTERLY RIGHT OF WAY LINE OF RAND ROAD (U.S. ROUTE NO. 12) AS NOW DEDICATED; THENCE NORTHWESTERLY ON A LINE AN ANGLE OF 122 DEGREES 48 MINUTES FROM EAST TO NORTH TO NORTHWEST WITH THE LAST DESCRIBED LINE A DISTANCE OF 182.25 FEET; THENCE NORTHWESTERLY ON A LINE FORMING AN ANGLE OF 159 DEGREES 43 MINUTES FROM SOUTHEAST TO EAST TO NORTH NORTHWEST WITH THE LAST DESCRIBED LINE A DISTANCE OF 46.8 FEET TO POINT THAT LIES 72.3 FEET EASTERLY OF AFORESAID EASTERLY RIGHT-OF-WAY LINE OF ROAD; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 83 DEGREES 15 MINUTES FROM SOUTHEAST TO EAST WITH THE LAST DESCRIBED LINE A DISTANCE OF 40.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Common Street Address: 287 Sunrise Lane
Property Index Number (PIN): 14-18-400-025

Staff Report
APPLICATION PZC 2025-03

Community Development Department
PZC Meeting Date: April 16, 2025

EXHIBIT B

PUBLIC HEARING SIGNS PRESENT AT SUBJECT PROPERTY



Staff Report
APPLICATION PZC 2025-03

Community Development Department
PZC Meeting Date: April 16, 2025

EXHIBIT C

IMAGES OF THE SUBJECT PROPERTY





PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

At the Heart of Community

MEMORANDUM

Date: May 16, 2025

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Director of Public Works

Subject: 2025 Patching Program (MPI Asphalt Patching Bid)

AGENDA ITEM

6

Issue: The FY 2025 budget includes \$150,000 in the Non-Home Rule Sales Tax fund the 2025 Patching Program.

Background: In order to preserve the Village's investment in its annual street resurfacing program, ongoing street maintenance is essential. Pavement patching plays a critical role in this effort by addressing areas of significant asphalt deterioration that could otherwise pose hazardous driving conditions. In addition, pavement patching prevents moisture to infiltrate the roadway subbase, that would otherwise accelerate premature roadway failures that could lead to more extensive and costly repairs.

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

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

Analysis: To ensure cost-effective street maintenance, the Village has historically participated in a cooperative bid agreement with other municipalities through the Municipal Partnership Initiative (MPI). This collaboration allows the Village to secure more competitive unit pricing, maximizing the efficiency of taxpayer dollars.

The MPI Pavement Patching Program was bid on March 24, 2025, as a two-year multi-agency contract with an option to extend for two additional single-year terms. The bid yielded six bids with the lowest responsible bid submitted by Chicagoland Paving Contractors of Lake Zurich, IL.

Recommendation: Award a contract for the 2025 Patching Program to Chicagoland Paving Contractors Lake Zurich, IL in a not-to-exceed amount of \$150,000.00.

W/Attachments:

1. Bid Tabulation
2. Bid Submittal – Chicagoland Paving Contractors

2 Inch										
	Evanston	Kenilworth	Lake Zurich	Mount Prospect	Mundelein	Prospect Heights	Round Lake Beach	Wheeling	Wood Dale	
Chicagoland Paving	\$ 21.27	\$ 24.75		\$ 24.75	\$ 24.75	\$ 24.75	\$ 24.75	\$ 24.75	\$ 24.75	
McGill Construction	\$ 25.95	\$ 33.75		\$ 24.50	\$ 26.50			\$ 24.50		
Brothers Asphalt Paving	\$ 30.00	\$ 36.00		\$ 30.00	\$ 31.80	\$ 34.53		\$ 33.75		
M&J Asphalt Paving	\$ 31.90	\$ 39.25		\$ 30.05	\$ 32.00	\$ 46.40		\$ 46.40		
Bulders Paving	\$ 37.75	\$ 67.50		\$ 69.25	\$ 65.25	\$ 69.25		\$ 84.75		
Schroeder Asphalt Services	\$ 24.75	\$ 44.00		\$ 40.00	\$ 26.50	\$ 44.00		\$ 28.00		
2 Inch Total Costs										
Chicagoland Paving Contractors	\$ 659,370.00	\$ 14,850.00		\$ 12,375.00	\$ 74,250.00	\$ 14,850.00	\$ -	\$ 34,650.00	\$ -	
McGill Construction	\$ 804,450.00	\$ 20,250.00	\$ -	\$ 12,250.00	\$ 79,500.00	\$ -	\$ -	\$ 34,300.00	\$ -	
Brothers Asphalt Paving	\$ 936,820.00	\$ 41,220.00	\$ -	\$ 15,215.00	\$ 185,400.00	\$ 20,718.00	\$ -	\$ 50,216.00	\$ -	
M&J Asphalt Paving	\$ 988,900.00	\$ 82,950.00	\$ -	\$ 19,525.00	\$ 385,050.00	\$ 27,840.00	\$ -	\$ 64,960.00		
Bulders Paving	\$ 1,154,750.00	\$ 40,500.00	\$ -	\$ 29,625.00	\$ 195,750.00	\$ 39,750.00	\$ -	\$ 118,650.00		
Schroeder Asphalt Services	\$ 767,250.00	\$ 26,400.00	\$ -	\$ 20,000.00	\$ 79,500.00	\$ 26,400.00	\$ -	\$ 39,200.00	\$ -	
3 Inch										
	Evanston	Kenilworth	Lake Zurich	Mount Prospect	Mundelein	Prospect Heights	Round Lake Beach	Wheeling	Wood Dale	
Chicagoland Paving Contractors			\$ 31.75	\$ 31.75					\$ 31.75	
McGill Construction			\$ 29.50	\$ 31.00					\$ 29.50	
Brothers Asphalt Paving			\$ 40.85	\$ 40.85					\$ 32.37	
M&J Asphalt Paving			\$ 46.15	\$ 52.45					\$ 47.40	
Bulders Paving			\$ 12,700.00	\$ 81.00					\$ 73.00	
Schroeder Asphalt Services			\$ 32.00	\$ 45.00					\$ 33.00	
3 Inch Total Costs										
Chicagoland Paving Contractors	\$ -		\$ 95,250.00	\$ 7,921.50	\$ -	\$ -	\$ -	\$ -	\$ 69,850.00	
McGill Construction			\$ 88,500.00	\$ 7,750.00					\$ 64,900.00	
Brothers Asphalt Paving			\$ 140,310.00	\$ 10,212.50					\$ 71,214.00	
M&J Asphalt Paving	\$ -		\$ 138,450.00	\$ 14,637.50		\$ -	\$ -	\$ -	\$ 105,160.00	
Bulders Paving	\$ -		\$ 381,000.00	\$ 20,375.00		\$ -	\$ -	\$ -	\$ 160,600.00	
Schroeder Asphalt Services	\$ -		\$ 96,000.00	\$ 11,250.00		\$ -	\$ -	\$ -	\$ 72,600.00	
4 Inch										
	Evanston	Kenilworth	Lake Zurich	Mount Prospect	Mundelein	Prospect Heights	Round Lake Beach	Wheeling	Wood Dale	
Chicagoland Paving Contractors				\$ 42.50		\$ 42.50				
McGill Construction				\$ 44.00		\$ 55.00				
Brothers Asphalt Paving				\$ 60.85		\$ 56.05			\$ 57.88	
M&J Asphalt Paving				\$ 78.05		\$ 91.20			\$ 81.30	
Bulders Paving				\$ 118.25		\$ 92.50			\$ 97.50	
Schroeder Asphalt Services				\$ 44.50		\$ 65.00			\$ 42.00	
4 Inch Total Costs										
Chicagoland Paving Contractors	\$ -		\$ 10,825.00	\$ -	\$ 19,125.00	\$ 65,250.00	\$ -			
McGill Construction			\$ 11,000.00		\$ 24,750.00	\$ 71,500.00				
Brothers Asphalt Paving			\$ 15,212.50		\$ 26,222.50	\$ 75,218.00				
M&J Asphalt Paving	\$ -		\$ 19,512.50		\$ 41,040.00	\$ 105,690.00				
Bulders Paving	\$ -		\$ 29,562.50		\$ 41,625.00	\$ 128,750.00				
Schroeder Asphalt Services	\$ -		\$ 12,500.00		\$ 29,250.00	\$ 54,600.00				
Driveway and Removal										
	Evanston	Kenilworth	Lake Zurich	Mount Prospect	Mundelein	Prospect Heights	Round Lake Beach	Wheeling	Wood Dale	
Chicagoland Paving Contractors				\$ 35.00						
McGill Construction				\$ 60.00						
Brothers Asphalt Paving				\$ 73.80						
M&J Asphalt Paving				\$ 104.55						
Bulders Paving				\$ 119.50						
Schroeder Asphalt Services				\$ 55.00						
Driveway and Removal Total Costs										
Chicagoland Paving Contractors	\$ -			\$ 7,000.00						
McGill Construction				\$ 12,000.00						
Brothers Asphalt Paving				\$ 14,720.00						
M&J Asphalt Paving	\$ -			\$ 20,910.00						
Bulders Paving	\$ -			\$ 23,900.00						
Schroeder Asphalt Services	\$ -			\$ 11,000.00						
2025 TOTAL BASE BID COSTS										
	Evanston	Kenilworth	Lake Zurich	Mount Prospect	Mundelein	Prospect Heights	Round Lake Beach	Wheeling	Wood Dale	TOTAL
Chicagoland Paving Contractors	\$ 659,370.00	\$ 14,850.00	\$ 95,250.00	\$ 37,937.50	\$ 74,250.00	\$ 33,675.00	\$ 65,250.00	\$ 34,650.00	\$ 69,850.00	\$ 1,076,385.50
McGill Construction	\$ 804,450.00	\$ 20,250.00	\$ 88,500.00	\$ 43,000.00	\$ 79,500.00	\$ 24,750.00	\$ 71,500.00	\$ 34,300.00	\$ 64,900.00	\$ 1,231,150.00
Brothers Asphalt Paving	\$ 936,820.00	\$ 41,220.00	\$ 140,310.00	\$ 55,360.00	\$ 185,400.00	\$ 45,940.50	\$ 75,218.00	\$ 50,218.00	\$ 71,214.00	\$ 1,601,700.50
M&J Asphalt Paving	\$ 988,900.00	\$ 82,950.00	\$ 138,450.00	\$ 74,595.00	\$ 385,050.00	\$ 68,880.00	\$ 105,690.00	\$ 64,960.00	\$ 105,160.00	\$ 2,014,625.00
Bulders Paving	\$ 1,154,750.00	\$ 40,500.00	\$ 381,000.00	\$ 103,462.50	\$ 195,750.00	\$ 81,375.00	\$ 126,750.00	\$ 118,650.00	\$ 160,600.00	\$ 2,362,837.50
Schroeder Asphalt Services	\$ 767,250.00	\$ 26,400.00	\$ 96,000.00	\$ 54,750.00	\$ 79,500.00	\$ 55,650.00	\$ 54,600.00	\$ 39,200.00	\$ 72,600.00	\$ 1,245,950.00
2026 TOTAL BASE BID COSTS										Non Responsive
Chicagoland Paving Contractors	\$ 1,090,000.00									
McGill Construction	\$ 1,134,840.00									
Brothers Asphalt Paving	\$ 1,761,870.55									
M&J Asphalt Paving	\$ 2,114,560.00									
Bulders Paving	\$ 2,362,837.50									
Schroeder Asphalt Services										
TOTAL BASE BID COSTS										
Chicagoland Paving Contractors	\$ 2,165,382.50									
McGill Construction	\$ 2,365,990.00									
Brothers Asphalt Paving	\$ 3,363,571.05									
M&J Asphalt Paving	\$ 4,129,185.00									
Bulders Paving	\$ 4,723,675.00									
Schroeder Asphalt Services										

~~05147~~
BID DATE: 3-24-25
BID TIME: 1:00 p.m.
COMPLETE DATE/DAYS 10%



Bid Request
for

Asphalt Patching

For the municipalities of Evanston, Kenilworth, Lake Zurich,
Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach,
Wheeling, & Wood Dale

BID OPENING: Monday, March 24, 2025 - 1:00 p.m. local time



Mount Prospect Public Works Department
1700 W. Central Road, Mount Prospect, Illinois 60056-2229

EXHIBIT A

(Upon award of contract, to be attached to Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale as Exhibit A)

PROPOSAL FORM**OWNER INFORMATION**

Owner Name: _____

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

Business Name: _____

Business Address: _____

Phone: 847 417 1133 Business Phone: 847 550 9681

This Business is a:

- Individual Proprietorship
- Joint Venture
- Partnership
- Corporation

If applicable, give names, addresses, and dates of all partners, officers or directors.

Name	Address
<u>Kevin Meertz</u>	<u>225 Telser Rd Lake Zurich IL</u>
	<u>1-7-1987</u>
<u>William R. Bowes</u>	<u>20547 Sunwood Dr. Kildeer IL</u>
	<u>1-7-1987</u>

Has the applicant, business, or member of the business ever had a _____ license or contract revoked, suspended or cancelled?

YES NO

If yes, explain in full detail on a separate sheet of paper.

Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale

Does the business currently hold a license or have a contract with any other municipality for asphalt service? YES NO

If yes, explain in full on a separate sheet of paper. Have any complaints against the business been filed with the Illinois Commerce Commission, the Office of the Illinois Attorney General, or any other governmental body during the period of one year prior to the date of this proposal? YES NO

If yes, explain in full on a separate sheet of paper.

Please note, the Village reserves the right to conduct its own search with the Illinois Commerce Commission, the Illinois Attorney General, or any other governmental body, and may take into consideration any complaints and/or pending complaints made against the business or owner.

In submitting this Proposal Form requesting award of the Asphalt Patching For the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale, I hereby certify that:

1. I will not assign or subcontract services for the Municipalities without prior written approval of the Corporate Authorities of the Village of Mount Prospect;
2. Neither I, nor any person who will be working on my behalf, has been convicted under the laws of Illinois or any other state of an offense which under the laws of this state would be a felony involving the theft of property, violence to persons, or criminal damage to property. Please note that in the case of a person whose last conviction was more than two years past, and can demonstrate a compelling showing that he/she is nevertheless fit, such person or operator may be approved by the Village Manager if otherwise eligible;
3. I am not barred by law from contracting with the Village because of a conviction for prior violations of either Sections 33E-3 or 33E-4 of the Illinois Criminal Code of 1965 (720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating));
4. I am not delinquent in payment of any taxes to the Illinois Department of Revenue pursuant to Section 11-42.1-1 of the Illinois Municipal Code (65 ILCS 5/11-42.1-1) or in any payment, fee or tax owed to the Village;
5. I provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580/1, et seq.);
6. I shall comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2-105 of that Article and Act;
7. I shall comply with the Americans with Disabilities Act;

Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale


**Illinois Department
of Transportation**

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

**Affidavit of Availability
For the Letting of**

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	24-85	24-73	24-62			
Contract With	Deer Park v/o	Crystal Lk. P.D.	WaterEdge HOA			
Estimated Completion Date	6/1/2025					
Total Contract Price	400,000.00	825,000.00	325,000.00			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	327,000.00	825,000.00	235000.00			\$1,387,000.00
Uncompleted Dollar Value if Firm is the Subcontractor						
					Total Value of All Work	\$1,387,000.00

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

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

						Accumulated Totals
Earthwork	169,082.80	322,771.65	141,000.00			\$632,854.45
Portland Cement Concrete Paving						
HMA Plant Mix	49,500.00	56,400.00	74,000.00			\$179,900.00
HMA Paving	33,000.00	61,100.00	110,000.00			\$204,100.00
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	16,900.00	34,350.00				\$51,250.00
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling		18,075.00				\$18,075.00
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Allowance						\$ 0.00
Totals	\$268,482.80	\$492,696.65	\$325,000.00			\$1,086,179.45

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

Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor	Carrera	Galaxy Undergrnd			
Type of Work	concrete	sewer			
Subcontract Price	12,780.00	82,676.25			
Amount Uncompleted					
Subcontractor	Action	Alliance			
Type of Work	Fence	concrete			
Subcontract Price	79,290.00	73,698.00			
Amount Uncompleted					
Subcontractor	US Tennis	L.P.S.			
Type of Work	color coat	pavers		I	
Subcontract Price	39447.20	13,256.10			
Amount Uncompleted					
Subcontractor		Peerless			
Type of Work		fence			
Subcontract Price		75,746.00			
Amount Uncompleted					
Subcontractor		U.S. Tennis			
Type of Work		color coat			
Subcontract Price		86927.00			
Amount Uncompleted					
Total Uncompleted					

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

Subscribed and sworn to before me
 this 14 day of March, 2025 Type or Print Name William R. Bowes, VP
 Officer or Director Title
 Signed William R. Bowes
 My commission expires 11/17/2026



Company Chicagoland Paving Contractors, Inc.
 Address 225 Telser Road
Lake Zurich IL 60047

8. I shall comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); and
9. All of the information I have provided in this Application has been truthful and given in good faith.

I have read and understand the information provided with this Proposal Form, including the Notice to Bidders, Instructions to Bidder, the General Conditions, the Specifications and Asphalt Patching for the Municipalities. My signature below indicates my acceptance of all such conditions and my bid for award of the Village of Mount Prospect Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale.

Name of Company: chicagoland Paving Contractors
Bid submitted by: William R. Bowes
Position in company: V.P.
Phone number: 847 550 9681
Date: 3/24/25

Bidder must use the official firm name and an authorized representative must sign.

Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale

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BID FORM

Asphalt Patching

for the Municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale

FROM: _____

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

TO: Office of the Village Manager, 3rd Floor
50 South Emerson Street
Mount Prospect, Illinois 60056
(hereinafter called "Village" or "Village of Mount Prospect")

Asphalt Patching

The bidders have familiarized themselves with the services to be performed and probable work conditions required under this Bid affecting the cost of the performance of the required services and with the Bid Documents which include:

- Notice to Bidders
- Table of Contents
- Instructions for Bidders
- General Conditions
- Specifications
- Bid Form
- Affidavit – Bid Certification Form
- Bid Security
- Bid Sheet
- Contract Document

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, equipment, and services (including all utility and transportation services) required to perform the required services, all in accordance with the above listed documents.

Bidder agrees to perform all of the required services and provide the equipment and materials described in the Bid Documents, as follows:

Bidder has bid 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 Bidder will complete and provide all labor, equipment, materials and mobilization (if applicable) to perform the required services as incidental to the fixed item price for each item proposed.

Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale

In submitting this bid, the Bidder understands that the Village reserves the right to add to or subtract from the estimated quantities.

The Village intends to award one (1) contract (if at all) for the items bid. If written notice of award of this bid is mailed, emailed or otherwise delivered to the Bidder at any time before this bid is withdrawn, the Bidder agrees to execute and deliver the contract in the prescribed form and furnish payment and performance bonds, or letter of credit, and the insurance certificates required by the Bid Documents to the Village within ten (10) business days after receipt.

The Bidder, and as successful bidder/contractor upon award of the contract, understands and agrees to the following:

- 1) The contractor agrees to provide all required services and items and material to the Village as noted in the Bid Documents and comply with the requirements of the Bid Documents.
- 2) The contractor agrees to comply with all applicable federal and state laws, rules and regulations, and county and municipal ordinances, as described in the General Conditions.

All Addenda pertaining to this project shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal. A record of all Addenda and copies of same will be available to all qualified bidders from the Village of Mount Prospect Public Works Department, 1700 West Central Road, Mount Prospect, Illinois two (2) days prior to the letting. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting its bid.

Upon award of the contract, the Village will send Notice of Award to the successful Bidder, 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. Failure to complete the work in the designated time frame may result in the Director of Public Works withholding compensation due the contractor for failure to complete the said work in the designated time frame, calling the bonds, or taking such other action as may be available.

Security in the sum of ten (10%) percent of the amount bid in form of (check one):

Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale

Bid Bond Certified Check Bank Cashier's Check is attached hereto in accordance with the "Instructions for Bidders".

This Bid Submittal contains the following:

- 1) Bid Form
- 2) Affidavit – Bid Certification Form
- 3) Bid Security
- 4) BID SHEET(S)

Respectfully submitted:

Name of Firm/Bidder: chicagoland paving contractors

By: Ed Bauer
(Signature)

Title: V.P. **Signature:** William R. Powers

Date: 3/24/25

Contact Information:

Official Address:

225 Telser Road
P.O. Box 60047
Seattle, WA 98160

— Lake Zurich, IL 60047 —

**225 Telser Road
Lake Zurich, IL 60047**

Telephone: 847 417 1133

Email: office@chicagolandpaving.com

ONE (1) SIGNED COPY OF THIS BID FORM AND BID SHEETS ALONG WITH THE AFFIDAVIT – BID CERTIFICATION FORM, AND BID SECURITY SHALL BE SUBMITTED IN A SEALED MARKED ENVELOPE.

Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale

CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
TEL: 847-550-9681 FAX: 847-550-9684
OFFICE@CHICAGOLANDPAVING.COM

CERTIFICATE OF RESOLUTION

I, KEVIN MEARTZ, PRESIDENT OF CHICAGOLAND PAVING CONTRACTORS, INC., AN ILLINOIS CORPORATION (THE CORPORATION) HEREBY CERTIFIES THAT THE FOLLOWING RESOLUTIONS WERE UNANIMOUSLY ADOPTED BY THE SHAREHOLDERS AND DIRECTORS OF THE CORPORATION BY CONSENT OF THE SHAREHOLDERS AND DIRECTORS DATED MAY 26, 1988:

RESOLVED, THAT CHICAGOLAND PAVING CONTRACTORS, INC., AN ILLINOIS CORPORATION (THE CORPORATION) AUTHORIZES WILLIAM R. BOWES, TO HAVE THE AUTHORITY TO SIGN AND ENTER INTO A CONTRACT ON BEHALF OF CHICAGOLAND PAVING CONTRACTORS, INC.

FURTHER RESOLVED, THAT ANY ONE OR MORE OF THE PRESIDENT AND ANY SECRETARY OR ASSISTANT SECRETARY OF THE CORPORATION ARE AUTHORIZED, EMPOWERED AND DIRECTED TO EXECUTE AND DELIVER ON BEHALF OF THE CORPORATION, SUCH DOCUMENTS AND AGREEMENTS AS THEY OR ANY OF THEM DETERMINE TO BE NECESSARY OR ADVISABLE TO EFFECTUATE THE FOREGOING RESOLUTIONS.

EXECUTED IN LAKE ZURICH, IL ON MAY 26, 1988.

By: *Kevin Meartz*
KEVIN MEARTZ, PRESIDENT

AFFIDAVIT – BID CERTIFICATION FORM

Bidder:

Company/Firm Name: Chicagoland Paving Contractors Inc.
 225 Telser Road
 Lake Zurich, IL 60047

Address: _____

As a condition of entering into a contract with the Village of Mount Prospect, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned, William R. Bowes, being first duly sworn on oath, deposes and states that he or she is V.P. (sole owner, partner, joint ventured, President, Secretary, etc.) of Chicagoland Paving (Name of Company) and has the authority to make all certifications required by this affidavit.

Section I
Non-Collusion

The undersigned certifies that this bid is genuine and not collusive or a 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 further states that Chicagoland Paving (Name of Company) 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, as provided in Sections 33E-3 and 33E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-3, 33E-4.

Section III
Drug Free Workplace

The undersigned further states that Chicagoland Paving (Name of Company) provides a drug free workplace pursuant to the Drug Free Workplace Act, 30 ILCS 580/1, et seq., and has, to the extent not covered by a collective bargaining agreement that deals with the subject of the Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq., a substance abuse prevention program that meets or exceeds these requirements of that Act.

Section IV
Tax Payment

Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale

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The undersigned further states that chicagoland paving is
 (Name of Company)
 not 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.

Section V

Sexual Harassment Policy

Pursuant to Section 2-105(A) of the Illinois Human Rights Act, 775 ILCS 5/2-105 (A), every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act)."

A "public contract" includes: ...every contract to which the State, any of its political subdivisions or any municipal corporation is a party." 775 ILCS 5/1-103 (M) (2002).

The undersigned further states that chicagoland paving has
 (Name of Company)
 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

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 information contained in this Affidavit is true and correct.

Signed by: W.R. Bowers Title: V.P.
 Signature

Name Printed: William R. Bowers

Signed and sworn to before me this 24 day of March, 2025.
 My commission expires:

Julie Heiderman
 Notary Public



Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale

BID SECURITY

Included with this bid is a bank cashier's check, certified check or bid bond in the amount of bid bond 10% being ten percent (10%) of the total amount bid by 10% bid bond, the bidder, in favor of the Village of Mount Prospect. 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 services, 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 Mount Prospect as liquidated damages and not as a penalty. All bids to remain firm for a period of ninety (90) days after bid opening date.

SUBMITTED THIS 24 DAY OF March, 2025.

SEAL (if corporation)



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

Bidder's Agent and Agent's Title

William R. Bowes

V.P.

Title

Note: If bidder is a partnership, the bid must be signed by at least two of the partners.

Note: If bidder is a corporation, the bid must be signed by an authorized officer of the corporation, attested and sealed by the secretary or other authorized officer.

If a corporation, note here the state of incorporation:

Incorporated under the laws of the State of IL.

Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale

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Document A310™ – 2010

Bond Number: 2641856

Bid Bond**CONTRACTOR:**

(Name, legal status and address)
 Chicagoland Paving Contractors Inc

225 Telser Rd
 Lake Zurich, IL 60047-1582

OWNER:

(Name, legal status and address)
 Village of Mount Prospect
 50 S Emerson St
 Mount Prospect, IL 60056-3218

BOND AMOUNT: \$

Ten Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
 Asphalt Patching (Multiple Municipalities)

SURETY:

(Name, legal status and principal place
 of business)

West Bend Insurance Company
 1900 S 18th Ave
 West Bend, WI 53095-8796

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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.

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(1496601206)

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Signed and sealed this 24 day of March , 2025

Julie Hensman
(Witness)

John E. Eberle
(Witness)



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 / **User Notes:** (1496601206)

Bond No. 2641856**POWER OF ATTORNEY**

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

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

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
 Christopher C. Zwygart
 Secretary



Robert J. Jacques
 Robert J. Jacques
 President

State of Wisconsin
 County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedictum
 Lead Corporate Attorney
 Notary Public, Washington Co., WI
 My Commission is Permanent

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

Signed and sealed at West Bend, Wisconsin this 24th day of March, 2025



Christopher C. Zwygart
 Christopher C. Zwygart
 Secretary

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com



THE SILVER LINING®

Digital Seal, Signature Authority and Enforceability

The use of an electronic image of the corporate seal of West Bend Insurance Company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by West Bend Insurance Company is authorized. The Digital Seal may be affixed to any West Bend Insurance Company bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond. Also, as permitted by law, the electronic delivery and submission of any surety bond on behalf of West Bend Insurance Company and the execution of such surety bonds by an attorney-in-fact of the West Bend Insurance Company using a digital signature shall have the same legal effect as delivery of a tangible original with the original "wet" signature of an attorney-in-fact.

Delivery of a digital copy of this Digital Seal, Signature Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In witness whereof, this has been executed by the Secretary of West Bend Insurance Company.

Dated this 2nd day of April, 2024.

A handwritten signature in black ink that reads "Christopher C. Zwygart".

Christopher C. Zwygart
Secretary



West Bend Insurance Company

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com

Mt Prospect and Multiple Municipalities Patching

25-147

CLASS D PATCHES, 2"						
	EVANSTON	KENNWORTH	LAKE ZURICH	MOUNT PROSPECT	MUNDELEN	PROSPECT HEIGHTS
CLASS D PATCHES, 2", TYPE I					\$ 3,000.00	
CLASS D PATCHES, 2", TYPE II					100	
CLASS D PATCHES, 2", TYPE III					500	
CLASS D PATCHES, 2", TYPE IV		31,000			3000	
TOTAL QUANTITY (SQD)		31,000	600	0	600	0
UNIT PRICE	\$ 21.27	\$ 28.75		\$ 24.75	\$ 24.75	
EXTENDED TOTAL	\$ 659,370.00	\$ 14,850.00	\$ -	\$ 12,375.00	\$ 74,250.00	\$ 14,950.00

\$ 810,345.00

CLASS D PATCHES, 3"						
	EVANSTON	KENNWORTH	LAKE ZURICH	MOUNT PROSPECT	MUNDELEN	PROSPECT HEIGHTS
CLASS D PATCHES, 3", TYPE I						
CLASS D PATCHES, 3", TYPE II						
CLASS D PATCHES, 3", TYPE III			1000			
CLASS D PATCHES, 3", TYPE IV		2000	250			
TOTAL QUANTITY (SQD)	0	0	3000	250	0	0
UNIT PRICE	\$ -	\$ 31.75	\$ 31.75	\$ -	\$ -	\$ 31.75
EXTENDED TOTAL	\$ -	\$ 95,250.00	\$ 7,950.50	\$ -	\$ -	\$ 69,850.00

\$ 173,077.50

CLASS D PATCHES, 4"						
	EVANSTON	KENNWORTH	LAKE ZURICH	MOUNT PROSPECT	MUNDELEN	PROSPECT HEIGHTS
CLASS D PATCHES, 4", TYPE I						
CLASS D PATCHES, 4", TYPE II						
CLASS D PATCHES, 4", TYPE III			250		100	100
CLASS D PATCHES, 4", TYPE IV		0	0	250	350	1100
TOTAL QUANTITY (SQD)	0	0	0	0	450	1300
UNIT PRICE	\$ -	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50	\$ -
EXTENDED TOTAL	\$ -	\$ 10,625.00	\$ -	\$ 19,325.00	\$ 55,250.00	\$ -

\$ 85,000.00

CLASS D PATCHES, DRIVEWAY AND REMOVAL REPLACEMENT						
	EVANSTON	KENNWORTH	LAKE ZURICH	MOUNT PROSPECT	MUNDELEN	PROSPECT HEIGHTS
PATCHES, DRIVEWAY REPAIR			200			
UNIT PRICE	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ -
EXTENDED TOTAL	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ -

\$ 7,000.00

BASE BID TOTAL						
	EVANSTON	KENNWORTH	LAKE ZURICH	MOUNT PROSPECT	MUNDELEN	PROSPECT HEIGHTS
EXTENDED TOTAL	\$ 659,370.00	\$ 14,850.00	\$ 95,250.00	\$ 37,930.50	\$ 74,250.00	\$ 33,975.00
					\$ 55,250.00	\$ 31,650.00
						\$ 69,850.00

\$ 1,075,382.50

BID SHEET
SCHEDULE OF PRICES

Only items that contain quantities require a unit cost.

We will perform the services as outlined **Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale:**

I. CLASS D PATCHES, 2 INCH (UNIT MEASURE - SQUARE YARDS)									
	Evanston	Kenilworth	Lake Zurich	Mount Prospect	Mundelein	Prospect Heights	Round Lake Beach	Wheeling	Wood Dale
CLASS D PATCHES, 2 INCH - TYPE I		600			3,000				
CLASS D PATCHES, 2 INCH - TYPE II						100			
CLASS D PATCHES, 2 INCH - TYPE III				500				1,400	
CLASS D PATCHES, 2 INCH - TYPE IV	31,000			500	3,000	500		1,400	
Total Quantity (Square Yards)	31,000	600		500	3,000	600		1,400	
Unit Price \$	\$ 21.27	\$ 24.75	\$ 24.75	\$ 24.75	\$ 24.75	\$ 24.75	\$ 24.75	\$ 24.75	\$ 24.75
Extended Total \$	\$ 659,370	\$ 14,850	\$ 12,375	\$ 74,260	\$ 14,850	\$ 34,650			

II. CLASS D PATCHES, 3 INCH (UNIT MEASURE - SQUARE YARDS)									
	Evanston	Kenilworth	Lake Zurich	Mount Prospect	Mundelein	Prospect Heights	Round Lake Beach	Wheeling	Wood Dale
CLASS D PATCHES, 3 INCH - TYPE I									
CLASS D PATCHES, 3 INCH - TYPE II									
CLASS D PATCHES, 3 INCH - TYPE III			1,000						
CLASS D PATCHES, 3 INCH - TYPE IV			2,000	250					2,200
Total Quantity (Square Yards)	-	-	3,000	250	-	-	-	-	2,200
Unit Price \$	\$	\$ 31.75	\$ 31.75	\$	\$	\$	\$	\$	\$ 31.75
Extended Total \$	\$	\$ 95,250	\$ 7,932.65	\$	\$	\$	\$	\$	\$ 69,850

III. CLASS D PATCHES, 4 INCH (UNIT MEASURE - SQUARE YARDS)									
	Evanston	Kenilworth	Lake Zurich	Mount Prospect	Mundelein	Prospect Heights	Round Lake Beach	Wheeling	Wood Dale
CLASS D PATCHES, 4 INCH - TYPE I									
CLASS D PATCHES, 4 INCH - TYPE II							100		
CLASS D PATCHES, 4 INCH - TYPE III				250		100	100		
CLASS D PATCHES, 4 INCH - TYPE IV				250		350	1,100		
Total Quantity (Square Yards)	-	-	-	250	-	450	1,300	-	-
Unit Price \$	\$	\$	\$	\$ 42.50	\$	\$ 42.50	\$ 42.50	\$	\$
Extended Total \$	\$	\$	\$	\$ 10,625	\$	\$ 19,125	\$ 55,250	\$	\$

IV. CLASS D PATCHES, DRIVEWAY AND REMOVAL REPLACEMENT (UNIT MEASURE - SQUARE YARDS)									
	Evanston	Kenilworth	Lake Zurich	Mount Prospect	Mundelein	Prospect Heights	Round Lake Beach	Wheeling	Wood Dale
PATCHES, Driveway removal and replacement (Square Yards)				200					
Unit Price \$	\$	\$	\$	\$ 35	\$	\$	\$	\$	\$
Extended Total \$	\$	\$	\$	\$ 7,000	\$	\$	\$	\$	\$

V. BASE BID TOTAL									
	Evanston	Kenilworth	Lake Zurich	Mount Prospect	Mundelein	Prospect Heights	Round Lake Beach	Wheeling	Wood Dale
Base Bid Total (Total of Groups I to VI)	\$ 659,370	\$ 14,850	\$ 45,250	\$ 37,937.50	\$ 74,250	\$ 33,975	\$ 55,250	\$ 34,650	\$ 69,850

Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale

Total Base Bid of Asphalt Patching for 2025
\$ 1,075,382.50 per year

Total Base Bid of Asphalt Patching for 2026
\$ 1,090,000 per year

Total Asphalt Patching Bid for 2025 & 2026
\$ 2,165,382.50

*The estimated quantities listed in the bid table for each community are for reference only. The contractor is hereby made aware that the bid prices shall apply to work in all municipalities participating in this bid, even if no estimated quantity is listed for that municipality. Each municipality has the discretion to award a contract to the lowest bidder for their respective quantities.

Submitted this 25 day of March, 2025.

Mark outside of envelope: "Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale," and deliver to the Village Manager's office at 50 South Emerson Street 3rd Floor, Mount Prospect, Illinois, 60056, by 1:00 p.m., **MONDAY, March 24, 2025.**

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

By: Mark Burns

Asphalt Patching for the municipalities of Evanston, Kenilworth, Lake Zurich, Mount Prospect, Mundelein, Prospect Heights, Round Lake Beach, Wheeling, & Wood Dale
35

Patching References (2024)

Village of Niles

2024 Asphalt Patching
Contract Amount: \$150,000.00
Jamie Callero
Village of Niles
jjc@vniles.com

City of Highland Park

2024 Asphalt Patching Program
Contract Amount: \$100,000.00
Bianca Ramirez
Highland Park Public Works
bramirez@cityhpil.com

City of Harvard

2024 Patching & Seal Coating
Contract Amount: \$179,000.00
Robert Lamz
Superintendent of Public Works
lamz@cityofharvard.org

City of Berwyn

2024 MFT Maintenance - Patching
Contract Amount: \$220,000.00
Thomas R. Brandstedt
Novotny Engineering
TBrandstedt@franknovotnyengineering.com

City of Woodstock

Pavement Patching (MPI)
Contract Amount: \$51,000.00
John Mecklenburg
Woodstock Public Works
jmecklenburg@woodstockil.gov

Village of Wilmette

2024 Asphalt Patching (extended)
Contract Amount: \$204,000.00
Ryan Kearney
Village of Wilmette
kearneyr@wilmette.com

City of St. Charles

2024 Asphalt Patching Program
Contract Amount: \$400,000.00
City of St. Charles Public Works
630-377-4405
pw@stcharlesil.gov

Vernon Township

Patching (various locations)
Contract Amount: \$10,000.00
Tracy Gastfield
Vernon Township
tgastfield@vernontownship.com

Village of Glencoe

2024 Asphalt Street Patching
Contract Amount: \$60,000.00
James Tigue
Glencoe Public Works
jtigue@villageofglencoe.org

Patching References

Village of Mt. Prospect

Patching - MPI Extension
Contract Amount: \$75,000.00
Scot Moe
Village of Mt. Prospect
smoe@mountprospect.org

Village of Downers Grove

Street & Driveway Restoration Services
Contract Amount: \$165,000.00
John Tucker
Village of Downers Grove Engineering
jtucker@downers.us

Lake County Public Works

Asphalt Patching & Seal Coating
Contract Amount: \$282,720.00
Juan Cisneros
Lake County Public Works
jcisneros@lakecountylil.gov

City of St. Charles

Asphalt Patching Program
Contract Amount: \$185,000.00
Tony Bellafiore
Public Works
tbellafiore@stcharlesil.gov

Village of Wilmette

2023 Asphalt Patching (extended)
Contract Amount: \$204,000.00
Ryan Kearney
Village of Wilmette
kearneyr@wilmette.com

Village of Niles

2023 Patching
Contract Amount: \$160,000.00
Jamie Callero
Niles Public Works
jcc@vniles.com

Vernon Township

Lake Cook & Schefer Road Patching
Contract Amount: \$8,500.00
Tracy Gastfield
Vernon Township
tgastfield@vernontownship.com

Village of Lake Zurich

2023 Pavement Patching (Extended)
Contract Amount: \$100,000.00
Mike Cernock
Lake Zurich Public Works
mike.cernock@lakezurich.org



Certificate of Eligibility

Chicagoland Paving Contractors, Inc.
225 Teiser Road Lake Zurich, IL 60047

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

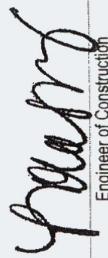
001	005	017	032	08A	EARTHWORK	HMA PAVING	CONCRETE CONSTRUCTION	COLD MILL,PLAN. & ROTOMILL	AGGREGATE BASES & SURF. (A)	\$3,425,000	\$15,960,000	B
										\$875,000	\$1,475,000	
										\$1,925,000		

Contractor No 1001

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 8/24/2023 TO 7/31/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.

ISSUED AT SPRINGFIELD, ILLINOIS ON 8/24/2023.

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


Bryan J. Murphy

Engineer of Construction

IL 494-0645



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: May 16, 2025

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Public Works Director

Subject: **Contract Extension: 2025 Sanitary and Storm Sewer Televising**

Attachment
CG

Issue: The FY 2025 budget includes \$100,000 in the water and sewer fund for televising Village infrastructure for the purposes of determining the condition of underground utilities. In addition, the televising is utilized as a tool for the Village's sanitary sewer inflow/infiltration assessment program

Background: Closed-circuit television (CCTV) inspection is the most cost efficient and effective method to inspect the internal condition of Village infrastructure. Industry standards recommend inspection of approximately 6-10% of the system each year. Public Works has included an annual inspection plan consistent with these benchmarks in the Village's current community investment program. The results of the CCTV inspection will help Public Works identify areas of concern and plan capital projects accordingly.

Analysis: The current televising contract was bid in 2023 as a one-year contract, with the option to extend for two additional years. The bid opening on September 20th, 2023 yielded five (5) bids. With the lowest responsible bid awarded to Pipe View America out of Schaumburg, Illinois.

Recommendation: Extend the contract for the third and final year for the 2025 Sewer Televising Inspection project to Pipeview America in the amount not-to-exceed \$100,000.

W/Attachments:

1. Contract – Pipe View America



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser 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.

John Dayton, Mayor
Party of the First Part

 Village Clerk 

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 hereof, 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.

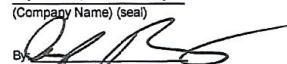
NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall 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)



By: Angel Rodriguez
(Signature & Title) Operations Superintendent

(Company Name) (seal)



By: Angel Rodriguez, Operations Superintendent
By: Todd Schap
(Signature of Attorney-In-Fact)

SURETY

Hudson Insurance Company

(Name of Surety) (seal)

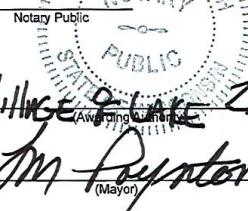
By: Todd Schap
(Signature of Attorney-In-Fact)

WISCONSIN
STATE OF ~~Kenosha~~, 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 Schap
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 1/22/2026Approved this 20 day of October, A.D. 2023

Attest:

Village of Lake Zurich


Village Clerk
Darby



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 Schaat
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, 20 22 at New York, New York.



Attest:
Dina Daskalakis
Corporate Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 3rd day of June, 20 22 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.



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:

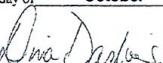
"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such 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, recognition, 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



CERTIFICATE OF LIABILITY INSURANCE

PIPEVIE-01

VWILLIAMS

DATE (MM/DD/YYYY)

10/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT		Trey Dimond	
	NAME	PHONE (A/C, No, Ext):	(312) 922-5300	FAX (A/C, No):
Beyer Insurance Agency 70 E Lake St Suite 1015 Chicago, IL 60601		E-MAIL ADDRESS:	trey@beyerinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED		INSURER A: The Phoenix Insurance Company	25623	
Pipe View, LLC 900 National Pkwy Ste 260 Schaumburg, IL 60173		INSURER B: The Travelers Indemnity Company	25658	
		INSURER C: Travelers Property Casualty Company of America	25674	
		INSURER D: The Travelers Indemnity Company of America	25666	
		INSURER E: Midvale Indemnity Company	27138	
		INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		X	X DT-CO-3W234072-PHX-23	1/1/2023	1/1/2024
B	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	X 810-3W242084-23-26-G	1/1/2023	1/1/2024
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		X	X CUP-3W251265-23-26	1/1/2023	1/1/2024
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	X UB-3W238777-23-26-G	1/1/2023	1/1/2024
E	Directors & Officers			BCP01877700	4/24/2023	4/24/2024
B	E&O			ZCO-16P46248	1/1/2023	1/1/2024
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 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.						

CERTIFICATE HOLDER	CANCELLATION
Village of Lake Zurich 505 Telser Road Lake Zurich, IL 60047	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steve Foster

ACORD 25 (2016/03)

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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 Telser 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: Tony Barger 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

6

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**


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

(Witness)

Janice Sheldon
(Witness)

(Principal) *Tony Barger* (Seal)

(Title) *Tony Barger*

Hudson Insurance Company (Surety)

(Title) *Todd Schaap, Attorney-in-Fact*

(Seal) *Todd Schaap, Attorney-in-Fact*

Init.

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081110



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, 20 22 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, 20 22 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.



STATE OF NEW YORK
COUNTY OF NEW YORK SS.

CERTIFICATION

The undersigned **Dina Daskalakis** hereby certifies:
That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 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,

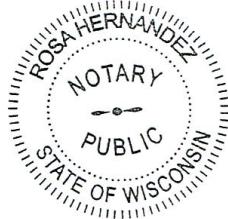
before me, a notary public, within and for said County and State, personally appeared

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

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/ido/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	2016-2022 \$400K +
Amount:	
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	2014-2023 \$400k+
Amount:	
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	2015-2022 \$300K+
Amount:	
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	2019-2022 \$25K+
Amount:	
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	2014-2019 \$250K+
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 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 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 (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)

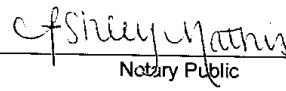
The party making the foregoing bid or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or 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.



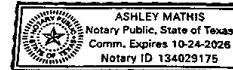
Tony Barger

(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.

CONFFLICT 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.



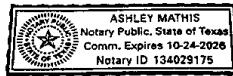
Tony Barger

(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

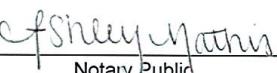
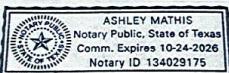
Tony Barger _____, being first duly sworn,
 deposes and says that he is Director of Estimating
 (Partner, Officer, Owner, Etc.)
 of Pipe View America
 (Contractor)

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
 (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


 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:

Page 10 of 10

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:

RFB Number 201.001003.23
CCTV Inspections

40

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

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)

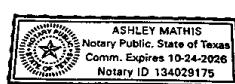
The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor,
 respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10.
 Additionally, the Contractor or SubContractor, respectively, certifies he/she is not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



cfSirely 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

41

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?

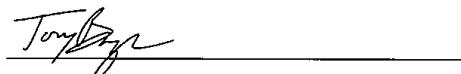
A3) For the purposes of the bid, please assume all water filling be performed at 1015 Ensell Road.

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.

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 adequately 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

- x. 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, offset joints and any other abnormal conditions.
- g. DVDs shall 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: _____
Map Section: _____

DVD Date/Number: _____
Storm or Sanitary: _____

RFB Number 201.001003.23
CCTV Inspections

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

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
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



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

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.

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 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 wilful 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.

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 compiled 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. GUARANTEES AND WARRANTIES

All guarantees 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 Contractors supervisor should conduct random or spot inspections of its employees work.

The Contractors 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 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."

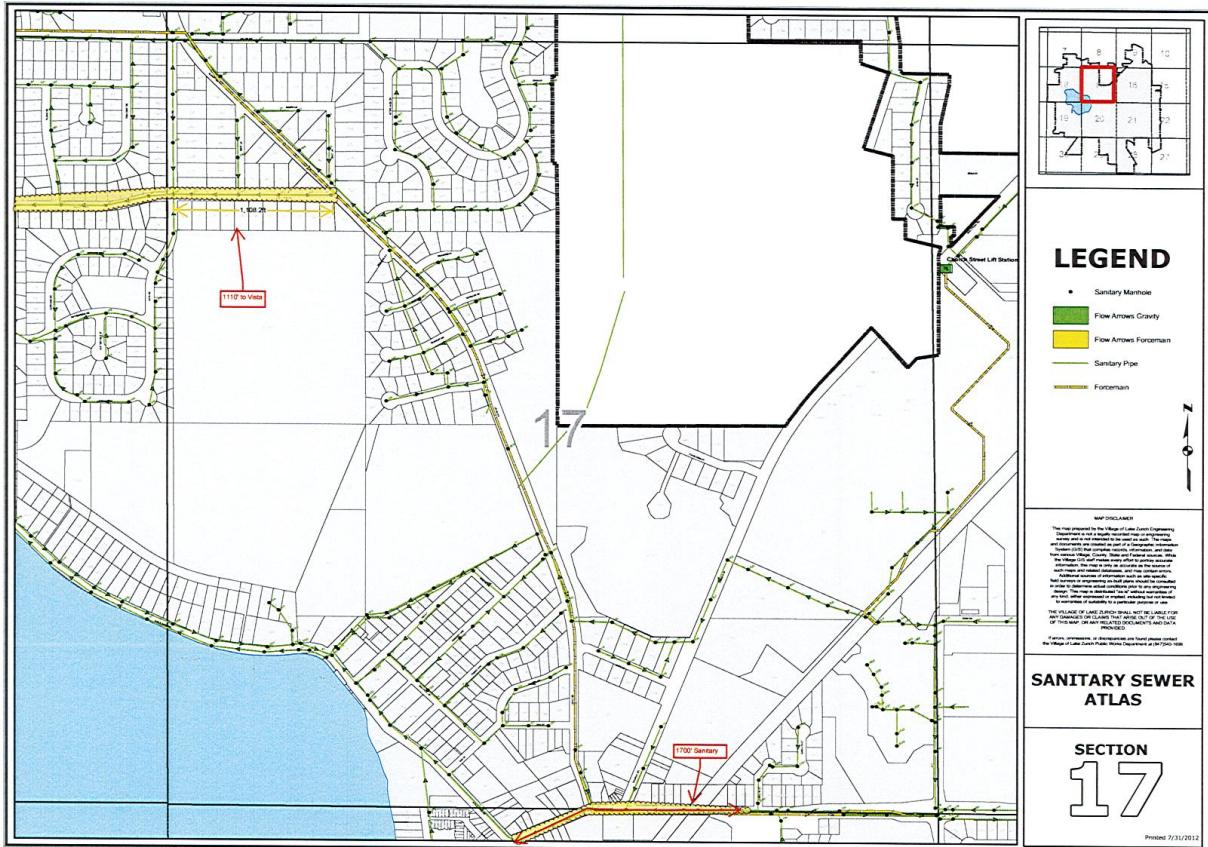
- 4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
- 4.1.2 Unless otherwise 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."

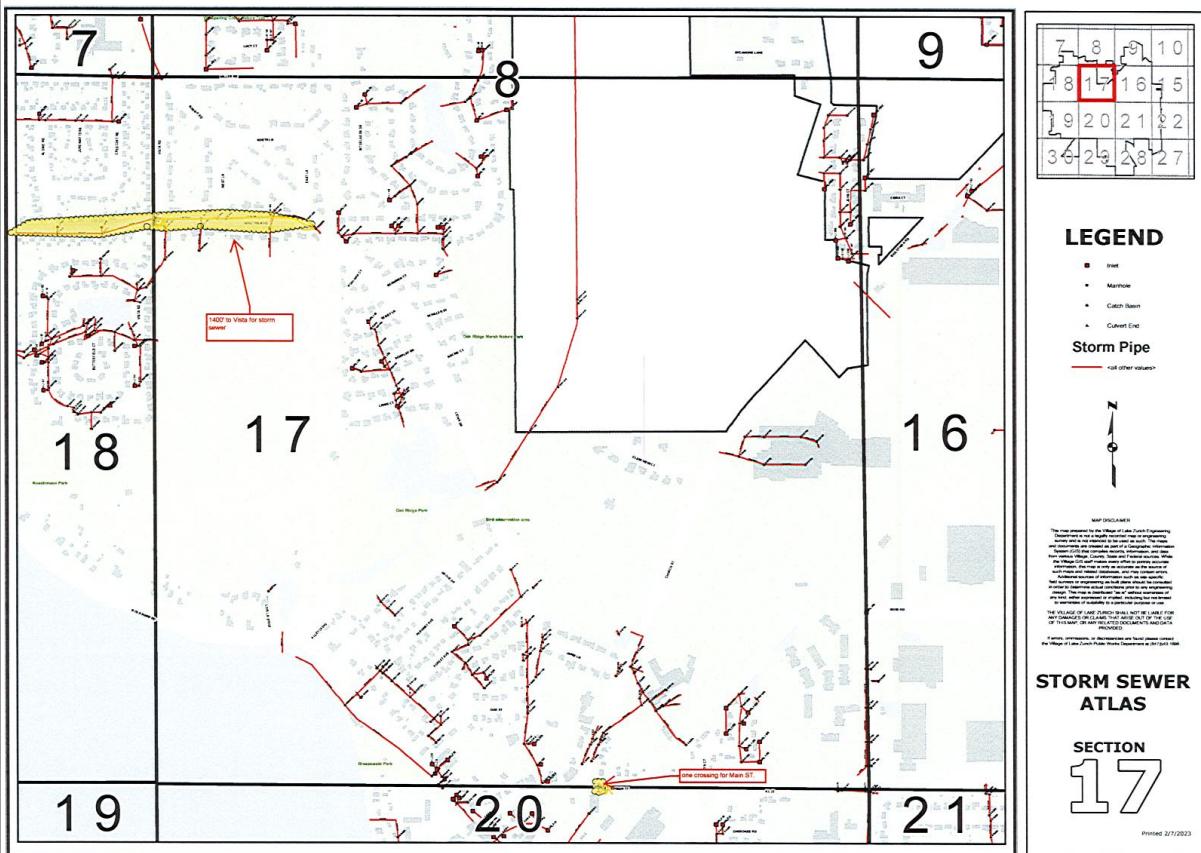
The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance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

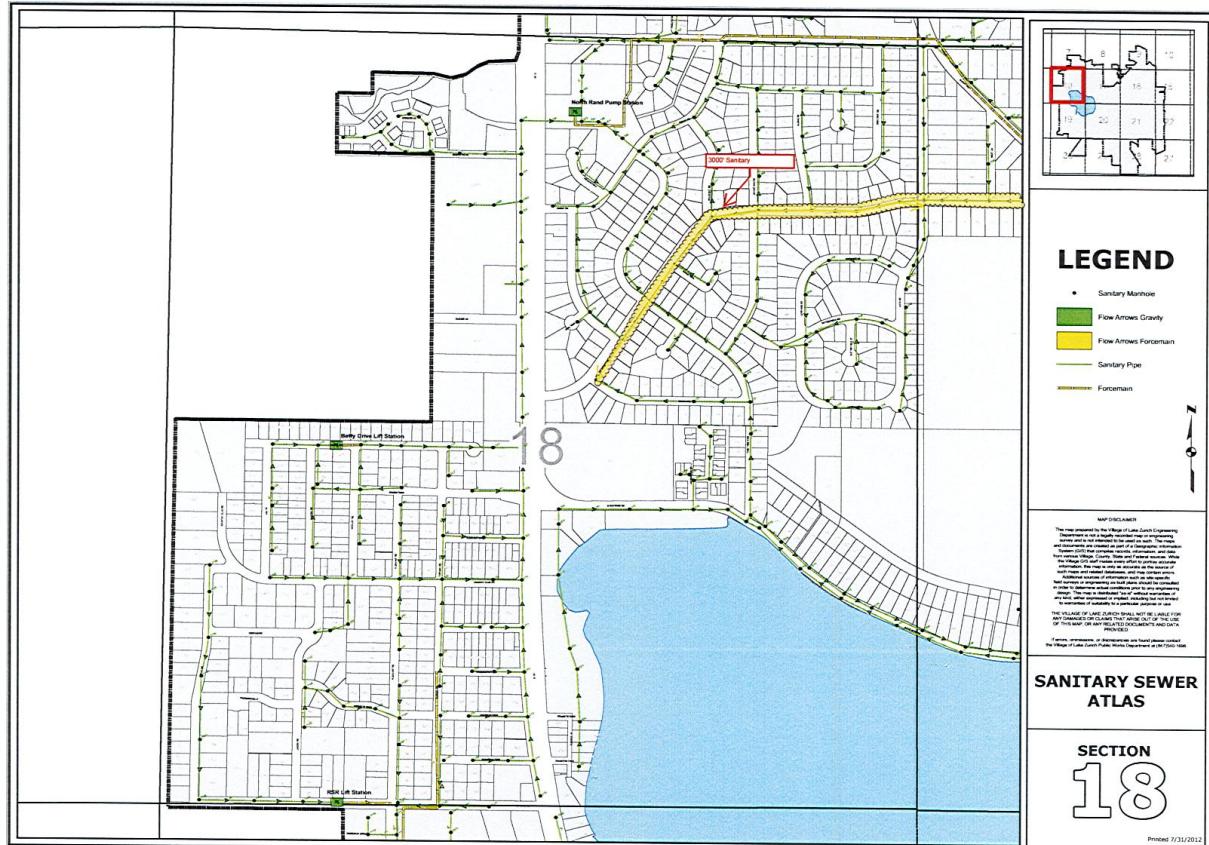
The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative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

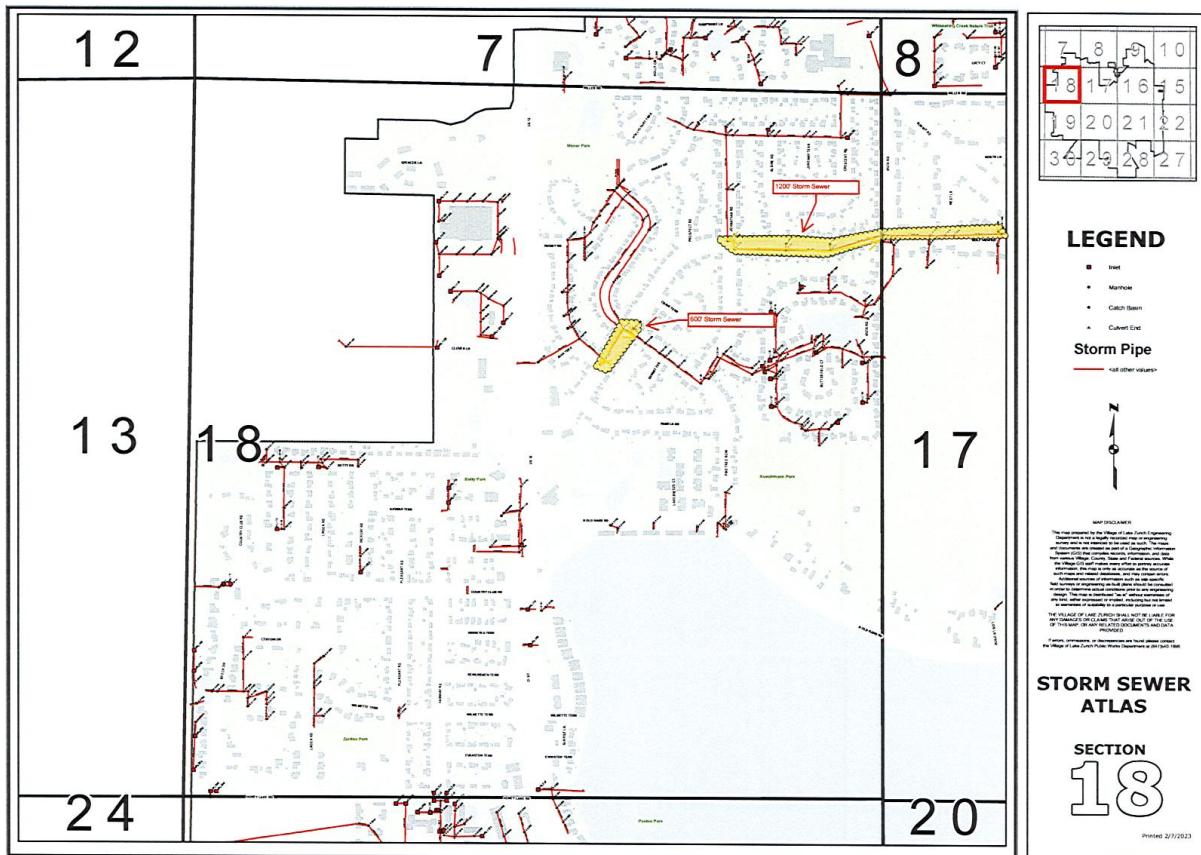
The current Prevailing Wages Rates for Cook County can be found at:

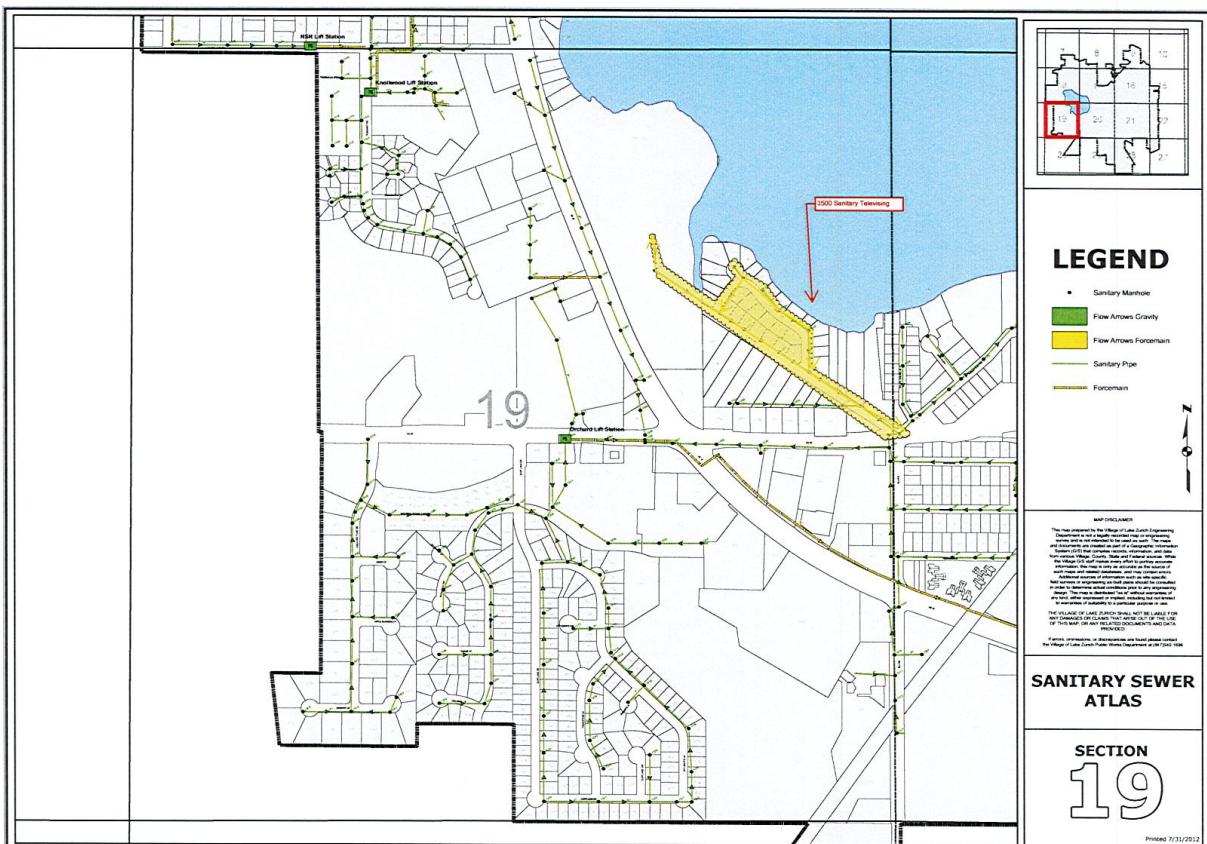
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

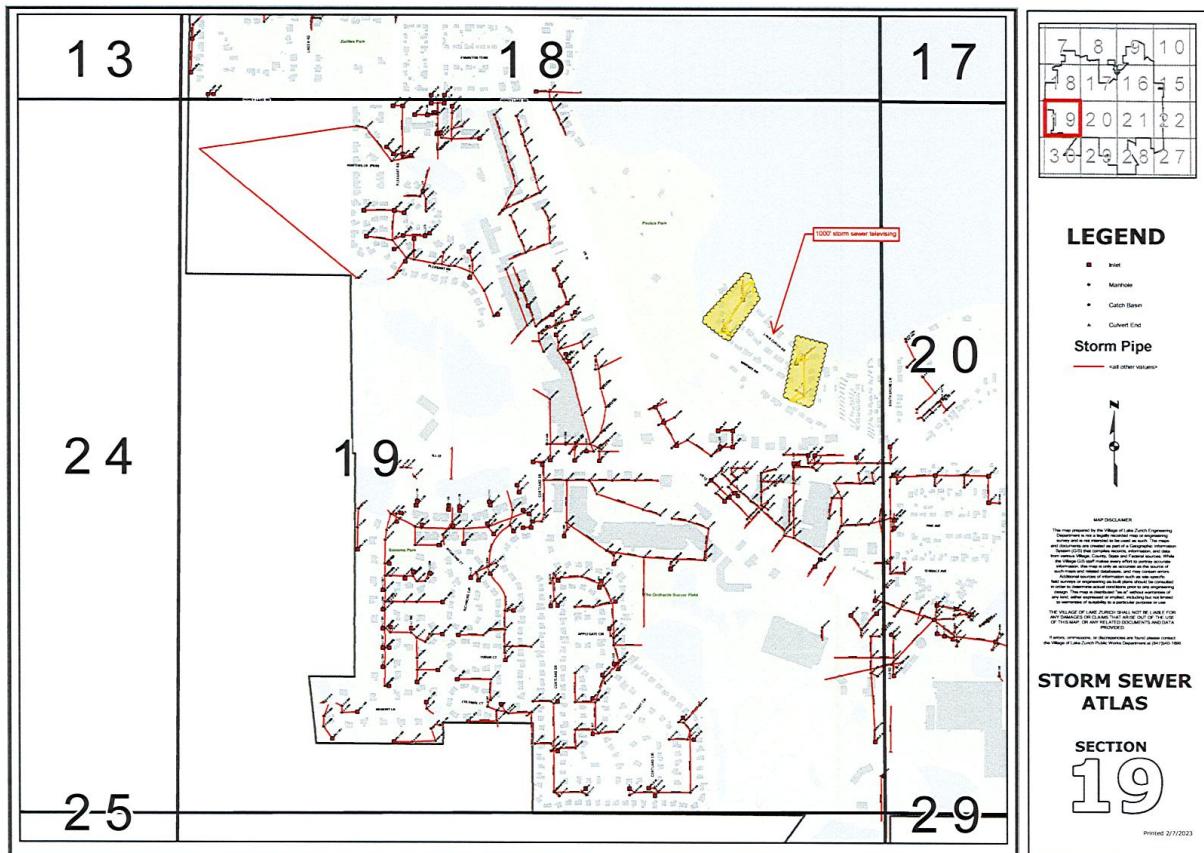




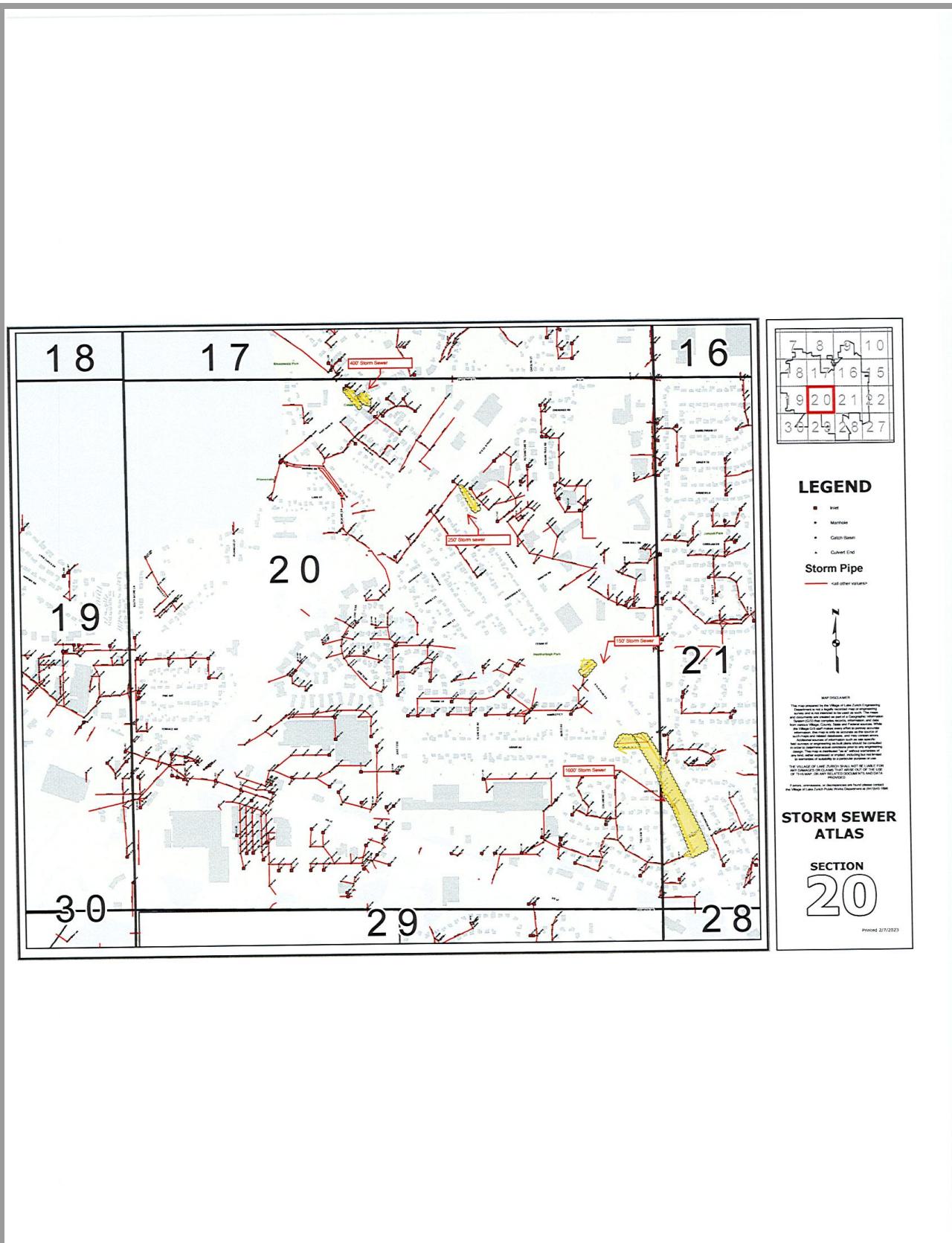


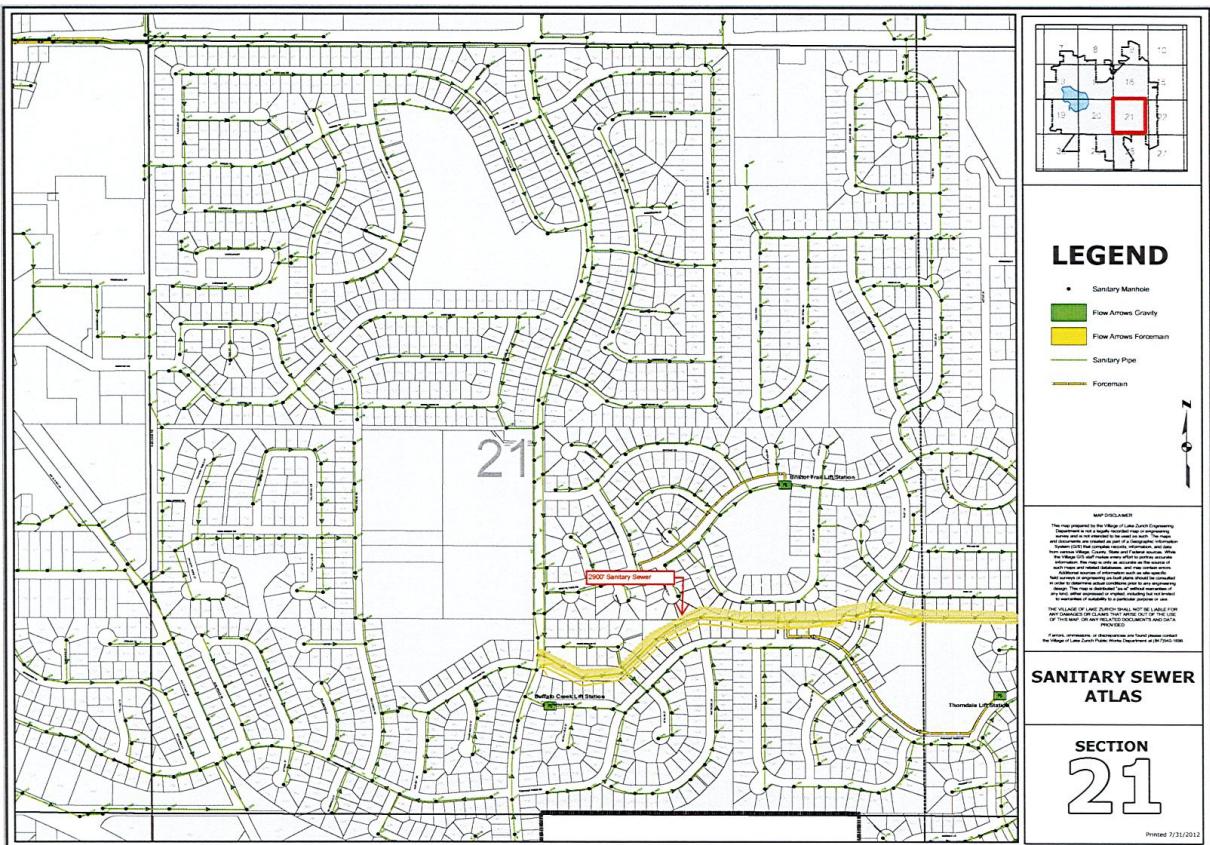


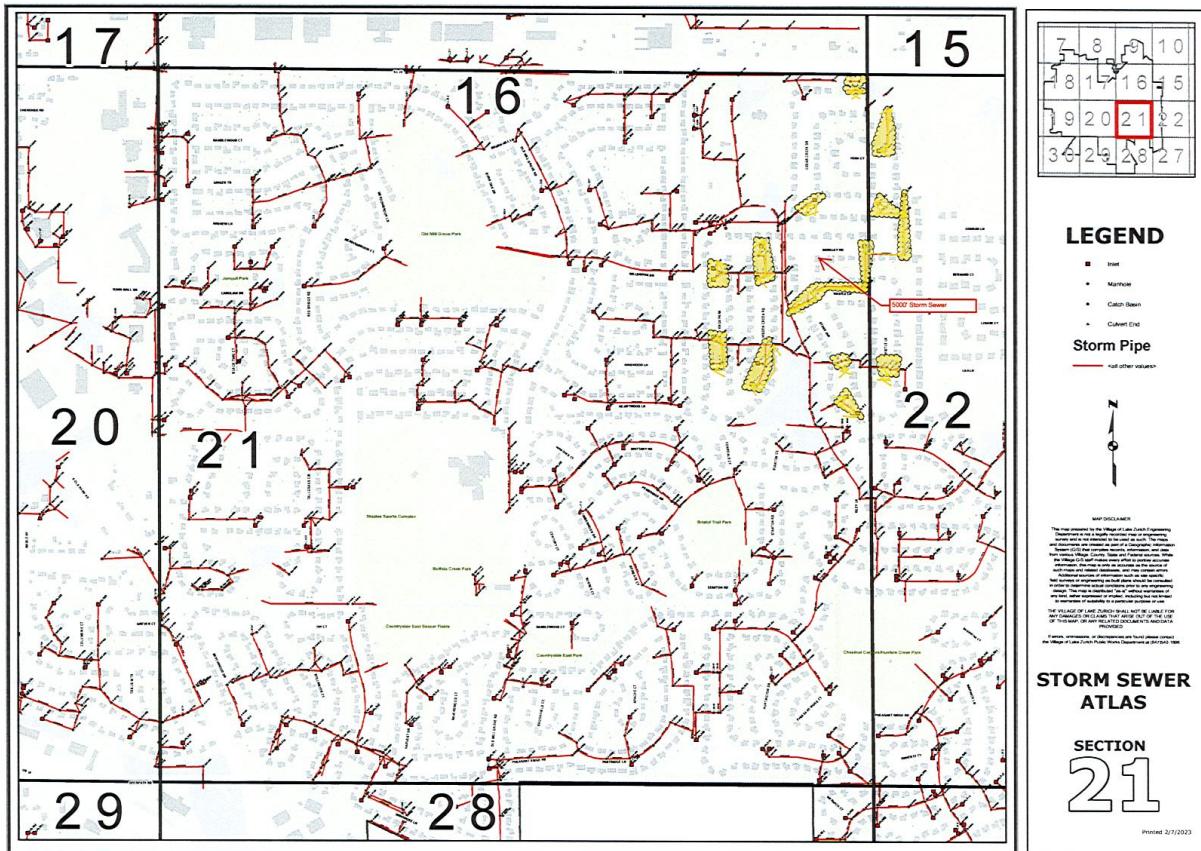


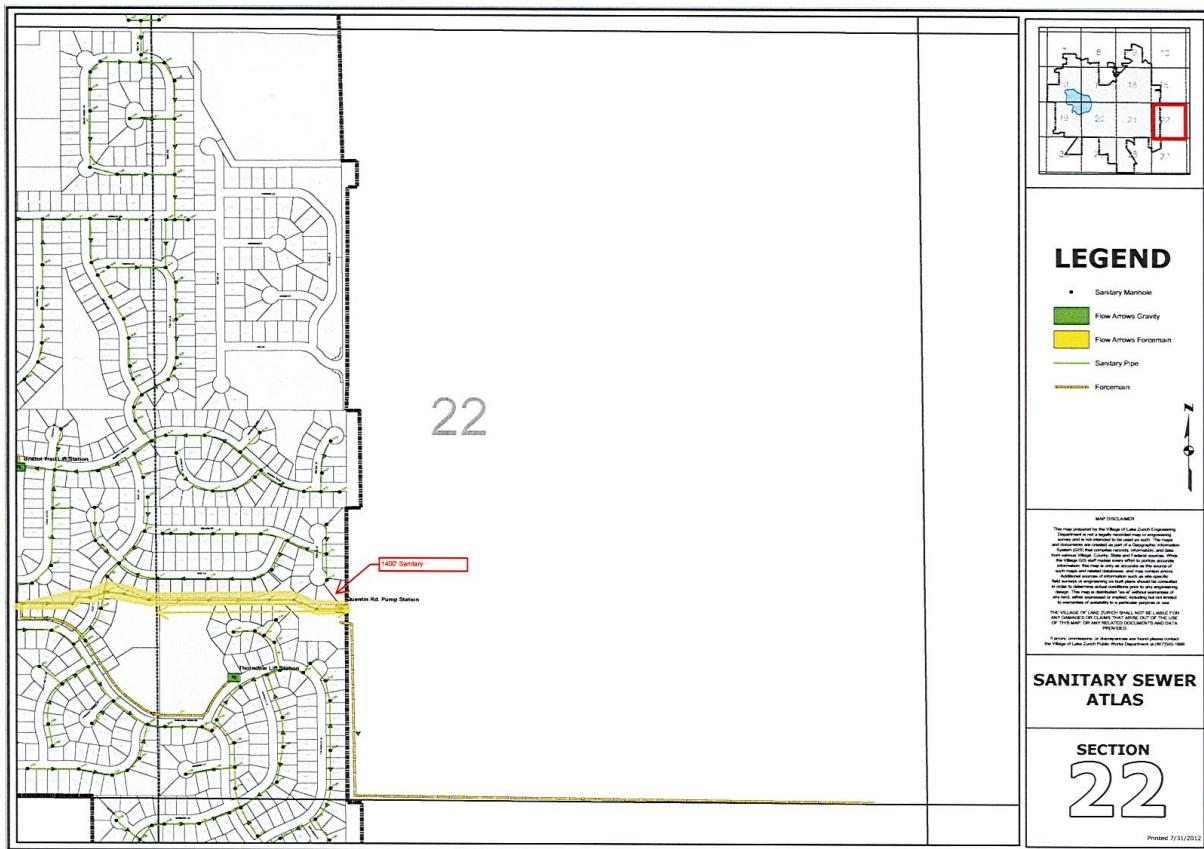














At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: May 22, 2025

To: Ray Keller, Village Manager *PK*

From: Steve Schmitt, Utilities Superintendent

Copy: Michael J. Brown, Public Works Director

Subject: Well No. 8 Repairs (Sole Source Provider)

RECORDED
CH

Issue: On April 9, 2025 during normal operation, the motor protection for the Well No. 8 pump motor tripped indicating a jammed (locked rotor) condition. Initial troubleshooting indicated a possible failure of a control transformer which was removed, sent out for testing and determined to be operational. Reinstallation of the tested transformer was completed on May 7th. On May 15th, Layne Christensen, the Village's designated deep well contractor and Okeh Electric, arrived on-site to assist in diagnosis of the inoperable condition of the pumping equipment. The controls were evaluated and determined to be operating correctly but a failed reversal test and a high amperage result during an attempted restart indicated and reasonably confirmed the locked rotor condition detected by the motor protector. The well is out of service and in order to determine if the locked rotor is within the submersible pump or the motor, the pumping assembly will need to be removed (pulled) from the well for further inspection.

Background: Well No. 8 is one of five wells we currently utilize and will be needed to reliably meet the Village's peak water demand and fire flow emergencies until we transition to a Lake Michigan water supply from CLCJAWA. Following our transition to a Lake Michigan water supply from CLCJAWA, Well No. 8 is a planned emergency back-up location. Scheduled preventative maintenance for Well No. 8 was last conducted in June of 2020 by the Village's designated deep well contractor, Layne Christensen Company.

On September 6, 2022, the Village Board approved a renewal of our five-year professional services agreement with Layne Christensen Company, a sole-source provider of Byron Jackson parts and service in Illinois. All five Village wells utilize Byron Jackson pumping equipment.

Analysis: Layne Christensen Company has provided a partial (Phase 1) cost estimate for Well No. 8 which includes mobilization, pulling, disassembly, transportation, cleaning, motor service (if needed), cable testing, televising and reinstallation for \$119,675. A phase 2 cost estimate for necessary repairs will be provided after inspection of the removed pumping equipment. Cost estimates do include a labor & specialty service discount as defined in our five-year professional services agreement with Layne Christensen Company.

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 Layne Christensen Company to remove the pumping equipment from Well No. 8 for inspection and diagnosis and accept the phase 1 proposal from Layne Christensen Company for an amount not to exceed \$119,675. A phase 2 cost estimate and updated project totals will be provided after inspection and diagnosis for board approval.

W/Attachments: Well No. 8 project estimate dated 5/19/25 (4 pages).



Layne Christensen Company
721 W. Illinois Avenue
Aurora, IL 60506

630/897-6941
graniteconstruction.com

May 19, 2025

Mr. Steve Schmitt
Village of Lake Zurich
505 Telser Road
Lake Zurich, IL 60047

Re: Well 8 Phase I: Pull and Inspect

Mr. Schmitt:

The Village of Lake Zurich (the "Village") recently requested a Layne Servicemember come out to Well 8 to inspect and troubleshoot potentially causes and fixes for the submersible pump not starting up. On start up, the motor showed high amperage of 519 amps which is indicative of a locked rotor. Layne recommends removing the pump and components and bringing them to Layne's yard in Aurora, IL for further inspections.

If contracted, Layne will perform the work on a time and material basis per the attached Work Order Form and will follow the terms and conditions of our Professional Services Agreement (PSA) with the Village. The estimates in this letter include the PSA stipulated 5% deduct applied toward labor and 10% deduct applied toward special services.

Layne recommends a Phase I scope of work to include:

- Mobilize and remove pump, rack pump onsite
- Perform a visual inspection of pump components on site with a Lake Zurich representative(s) and our Pump Foreman.
- Haul the Byron Jackson bowl assembly, Byron Jackson motor, column pipe, and cable to our Aurora yard for disassembly, clean up, inspection, and Pump Inspection Report.
- Perform a shop motor service on the motor if it is found to be electrically and mechanically sound
- Hypot test the #2 cable
- Replace flat cable motor link, if motor link is deemed unusable.
- Televise the Well.
- Return to site, reinstall pump and test after necessary component repairs.

PHASE I ESTIMATES

1. Remove and rack pump on site	\$ 45,000
2. Bowl, motor, column pipe handling, disassembly, clean up, Inspection, transportation of equipment	\$ 16,000
3. Televise the Well	\$ 1,750
4. Complete motor inspection and service	\$ 10,000
5. High Potential cable test	\$ 1,200
6. Replace flat cable motor link	\$ 8,425
7. Airline, banding, and other miscellaneous consumables	\$ 2,000
8. Remobilize, install pump and test after necessary repairs	\$ 41,000
9. 5% PSA Labor Discount	\$ (5,100)
10. 10% PSA Special Services Discount	<u>\$ (600)</u>
Total Phase I Estimate	\$119,675

It is difficult to project pump repair costs prior to clean up and inspection of the pump components. It is Layne's custom to meet with an Owner representative and our Crew Foreman to conduct a preliminary inspection of the racked components on site. During this inspection, it is decided which components require additional clean up and inspection in Layne's Aurora, IL yard. Layne encourages the Village to visit our yard to inspect components with us. At this point, Layne is in position to present a Pump Inspection Report with observations, recommendations, and accurate repair and updated total project cost estimates.

If you have any questions, or if Layne may be of any service, please do not hesitate to contact me.

Layne Christensen Company

Jesse Balluff
Project Manager

WORK ORDER

**Layne Christensen Company**

721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941
 229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

Purchaser: VILLAGE OF LAKE ZURICH, IL
 Job Location: _____

SERVICE RATES - EFFECTIVE OCTOBER 1, 2024

	Straight Time		Overtime		Doubletime
	Per Hr.	8 Hr. Day	Per Hr.	Per Hr.	
Serviceman w/hand tools	238.00	1904.00	357.00	476.00	
Serviceman w/service truck and hand tools, or welder	281.00	2248.00	400.00	519.00	
Helper	203.00	1624.00	304.50	406.00	
Serviceman and 1 Helper	441.00	3528.00	661.50	882.00	

Small Rig or Winch Truck

1 Man Crew	293.00	2344.00	412.00	531.00
2 Man Crew	496.00	3968.00	716.50	937.00
3 Man Crew	699.00	5592.00	1021.00	1343.00

Middle Rig, Large Hoist or Flatbed Crane

1 Man Crew	306.00	2448.00	425.00	544.00
2 Man Crew	509.00	4072.00	729.50	950.00
3 Man Crew	712.00	5696.00	1034.00	1356.00

Big Rig, Large Hoist and Poles, or Large Crane

1 Man Crew	348.00	2784.00	467.00	586.00
2 Man Crew	551.00	4408.00	771.50	992.00
3 Man Crew	754.00	6032.00	1076.00	1398.00
4 Man Crew	957.00	7656.00	1380.50	1804.00
Power Tong Usage, per 8 hour shift		475.00		

Machine Shop/Yard Labor and Equipment

Machinist and Equipment	214.00	1712.00	311.50	409.00
12" Threading Machine and Operator	240.00	1920.00	337.50	435.00
Serviceman w/hand tools	195.00	1560.00	292.50	390.00
Helper	190.00	1520.00	285.00	380.00
Sandblast Equipment and 2 man crew	435.00	3480.00	627.50	820.00

Mileage: Auto: \$0.65 Pickup: \$0.90 1-Ton:\$1.35 2-1/2 Ton Flatbed: \$2.50 Semi-Tractor: \$4.00

Subsistence-Per Man

Over 55 miles radius from home office.....\$74.00 + Hotel

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for sixty (60) days from the date of invoice or other written notice from Contractor. After said sixty (60) days, disposal of such equipment may be made by the Contractor without incurring any liability. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

REMARKS:

ATTACHED TO PROPOSAL "Well 8 Phase I: Pull and Inspect" DATED MAY 15, 2025

Work Authorized on Behalf of Purchaser By: _____

Date: _____ Title: _____



STANDARD TERMS & CONDITIONS FOR PROPOSAL

1. **Applicability.** These terms and conditions are incorporated into the proposal (collectively, the "Contract") from Layne Christensen Company ("Provider") to furnish equipment, labor, materials, products and/or services ("Work") to you ("Company"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Company's general terms and conditions of purchase, regardless of whether or when Company may have submitted a purchase order or contract.
2. **Payment.** Provider's agreement to perform Work hereunder is conditioned upon Company's satisfaction of Provider's credit terms, as determined in Provider's sole discretion. Payment terms are net 30 days from date of Provider's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Provider shall be entitled to stop work and recover all costs and expenses, including reasonable attorneys' fees, arising out of Company's failure to make all payments due under this Contract in a timely manner.
3. **Taxes.** Company is responsible for payment of all taxes and duties not specifically assumed in writing by Provider in the Contract. Company agrees to defend, indemnify and hold Provider harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Provider.
4. **Suspension; Termination.** In addition to any other remedies available to Provider, Provider may suspend or terminate this Contract with immediate effect upon written notice to Company, if Company: (i) fails to pay any amount when due under this Contract (or any other agreement Company has with Provider); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Company has with Provider); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Provider, as determined by Provider in its sole discretion.
5. **Shipment; Delivery.** Unless otherwise agreed in writing, all Work purchased by Company shall be FOB Provider's plant sourcing the Contract. If FOB Destination, the Company agrees to provide suitable roadways or approaches to points of delivery. Provider reserves the right to cease deliveries if Provider concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Company contracts delivery beyond curb line, Company assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks. Delays of more than 20 minutes are subject to an additional charge. Company also agrees to provide a safe, suitable work area for Provider and its employees.
6. **Title and Risk of Loss.** Title and risk of loss passes to Company at the time any Work is loaded into Company's, or Company's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Provider's delivery, upon delivery or performance of the Work.
7. **Warranty.** Provider warrants the Work will conform to any applicable plans and specifications. **PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.** Company shall verify that Provider's Work complies with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Provider shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Company fails to pay Provider in full for the Work provided by Provider pursuant to this Contract or fails to provide Provider timely written notice following discovery of defective Work and a reasonable opportunity to cure.
8. **Time.** Provider shall make reasonable efforts to provide the Work by the specified delivery date and provide notice to Company of any expected delays. Provider is not responsible for any delays including, but not limited to, labor disputes, repairs to machinery, fire, flood, inclement weather, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce Work meeting any applicable specification or requirement. Company shall equitably compensate Provider for additional costs incurred as a result of delays outside Provider's control. In the event of any such delay, Provider reserves the right to determine the order of priority of delivering to its purchasers.
9. **Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.
10. **No Waiver.** Provider's failure to exercise any right hereunder shall not impair or waive Provider's privilege of exercising such right to any subsequent time or times.
11. **Damages.** Provider's liability for any damages related to this Contract shall be limited to, at Provider's option, (i) replacement of defective Work or (ii) an equitable refund of prior payments by Company. **IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.** It is further understood that Provider shall not be responsible for any damage to or deterioration of any of its Work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Provider, whether or not such failure or inadequacy was or could have been known at the time its Work was undertaken, or for any Work performed under adverse weather conditions.
12. **Indemnity.** To the maximum extent permitted by applicable law, Company shall defend, indemnify and hold Provider, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of: (i) Company's breach of this Contract or (ii) any act or omission by or on behalf of Company, its employees, contractors, and/or agents.
13. **Applicable Law.** This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.
14. **Work Conditions.** Provider shall have no responsibility for any site condition unless it was ascertainable through a visual pre-bid examination of the Project site or disclosed in writing to Provider prior to the execution of the Contract. Provider shall be entitled to rely on the design documents and specifications as being accurate and complete and shall not be responsible for errors or deficiencies in such documents. If Provider's Work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Provider to perform its Work in a normal uninterrupted single shift operation. Unless a time for the performance of Provider's Work is specified, Provider shall undertake the Work in the course of its normal operating schedule. Provider shall not be liable for any failure to undertake or complete the Work for causes beyond its control, and Provider may suspend the Work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the Project site of utilities, facilities, substances, or objects, including but not limited to any substance that in Provider's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this Work or other operations in which Provider is involved, directly or indirectly. If, for causes beyond Provider's control, Provider's Work is not completed within twelve (12) months after the date of Company's acceptance of the Contract, Provider may cancel this Contract. In such event: (i) Provider shall be relieved of any further obligation with respect to the balance of the Work and (ii) Provider shall be entitled to receive final and complete payment for all Work performed by Provider through the date of cancellation within fifteen (15) days thereafter.
15. **Miscellaneous.** Unless otherwise specified in writing, Company shall be responsible for inspecting and testing the Work and confirming that the Work complies with the applicable specifications at Provider's facility prior to directing shipment. All funds paid to Company from a third party for Provider's Work shall be deemed in trust for the payment of Provider. Safety Data Sheets and product label information are available at Provider's office or Provider's website. Company agrees to draw to the attention of any persons handling or using the Work or having access to the Work while in Company's possession or to whom Company sells the Work or any part thereof any Safety Data Sheets or label information, or any other literature or packaging relating to the Work.
16. **MANDATORY BINDING ARBITRATION.** ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED; PROVIDED, HOWEVER, A PANEL OF THREE ARBITRATORS SHALL RESOLVE ALL DISPUTES WHERE THE AMOUNT IN CONTROVERSY EXCEEDS \$5 MILLION ("LARGE DISPUTES"). THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION PURSUANT TO AAA'S CONSTRUCTION INDUSTRY ARBITRATION RULES. THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THE CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED. EACH PARTY AFFIRMATIVELY AGREES TO THE ARBITRATION PROVISION SET FORTH HEREIN AND INTENDS THAT THIS PARAGRAPH SATISFIES THE ARBITRATION REQUIREMENTS OF ANY APPLICABLE LAW.

Template Version 02 (Sept 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

MEMORANDUM

Date: June 2, 2025

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

CC: Colleen McCauley, Village Planner
David Modrzejewski, Building Services Supervisor

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

6
11

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

- Building Code Chapters 8-11-1

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 Code:

- a. *Section 8-11-1.F: Maximum Fence Heights:* Amend the provision for the maximum height of fences in interior side and rear yards from five feet (5') to six feet (6'), and accompanying provisions for the allowance of six feet (6') high fences.

Text Amendments – Miscellaneous Amendments to Title 8
June 2, 2025

As part of the amendment, staff is also proposing to include the definition of Construction Fences.

The Planning and Zoning Commission (PZC) held a public hearing on May 21, 2025 and voted unanimously 7-0 in favor of recommending approval of the presented amendments with no further conditions. 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/152>

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 May 21, 2025, 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 Code 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, April 26, 2025
 - Exhibit B – May 21, 2025 staff report and Planning and Zoning Commission final recommendation/conditions

VILLAGE OF LAKE ZURICH



ORDINANCE No. 2025-06-614

**AN ORDINANCE AMENDING CHAPTERS OF TITLE 8
OF THE LAKE ZURICH MUNICIPAL CODE
(*Miscellaneous Zoning Code Amendments*)**

WHEREAS, the Village of Lake Zurich ("Applicant") filed an application on May 1, 2025, seeking to amend certain provisions within Title 8 ("Building Code") of the Lake Zurich Municipal Code ("Municipal Code"), such provisions set forth in Chapter 11 of said Building Code, ("Application"); and

WHEREAS, in compliance with the law, and the requirements of Title 9 of the Municipal Code, notice was published on April 26, 2025, 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 May 21, 2025, to consider this Application for amendments to the current provisions of Title 8 of the Municipal Code, a copy of said notice attached hereto as **Exhibit A**; and

WHEREAS, at its May 21, 2025 meeting, the PZC held a public hearing on these text amendments and received the STAFF REPORT dated May 21, 2025, consisting of 9 pages, all as set forth in **Exhibit B**, and considered the Application for these amendments to Title 8 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 8-11-1 entitled "Fences" of Chapter 11 entitled "Fences, Sheds, Antennas, Swimming Pools", of Title 8 of the Municipal Code by amending such Section 8-11-1.F entitled "Maximum Fence Heights," as depicted below, those provisions shown in bold print to be added, and those provisions shown as stricken through, in bold print, to be deleted, to read as set forth below:

8-11-1: FENCES:

A. Permit Required: No fence shall be erected or altered until a permit has been secured from the village by the owner of the property on which such fence is located or proposed, or his agent, and payment of the fee required in chapter 2 of this title.

B. Application Requirements: Every application for a fence permit shall include a plat of survey of the property on which such fence is located or proposed; specifications detailing the type of fence, the precise location on the property where such fence is located or proposed, the materials to be used for the fence, the anticipated dates of commencement and completion of construction; such other information as may be required by the code official; and the required fees.

C. Prohibited Fences:

1. Barbed wire and razor wire and similar materials are prohibited except only after written approval of the code official to protect the public health, safety, or welfare. No such fences shall be allowed under any circumstances in any residential district or along any property line abutting a lot used for residential purposes, regardless of the zoning of such lots.

2. Electrically charged fences are prohibited.

3. Chain link and wire fabric fences are prohibited in any required front yard or corner side yard.

4. Chainlink fence requirements in a residential district, a fence of 11-gauge is permitted. In all other districts, a vinyl coated fence of not smaller than 9-gauge shall be permitted. All such fences shall be entirely of corrosion resistant material unless otherwise specifically approved in writing by the code official.

D. Construction Standards: Every fence shall be constructed to resist a horizontal wind pressure of not less than thirty-five (35) pounds per square foot in addition to all other forces to which such fence may be subjected under normal circumstances. All support posts shall be set in concrete or compacted gravel a minimum 30 inches deep.

E. No fence shall be constructed to create a drainage obstruction or deter the natural flow of water.

F. No fence shall be constructed or installed from materials other than typical fencing materials unless specifically authorized by the building official.

G. No fabric, bamboo, or other material may be attached to fencing. Exception: fabric may be attached to approved construction fencing.

H. Finished Side Faces Out: Every fence shall be erected so that the posts and all other supporting members are on the side of the fence facing inward to the property on which the fence is located. No fence shall be erected with supporting members on the outside of such fence.

I. Maximum Fence Heights:

1. Front and corner side yards: Three feet (3').

2. Interior side and rear yards: **Five Six feet (5'6')**.

~~The village manager may grant a modification from this subsection I2 to permit the installation of a six foot (6') fence along an interior side or rear yard that will adjoin and connect to existing six foot (6') fences located on adjacent lots, provided that the village manager determines that the installation of such fence will not result in any undue adverse effect on neighboring property.~~

3. Solid fence or open fence: a) along railroad rights of way, b) along residential property line abutting business or industrial district or property used for business or industrial purposes, c) along residential property line abutting Route 12 or Route 22, or d) along lot lines in the business or industrial districts other than lot lines abutting rights of way if determined by the code official to be required to protect the public health, safety, or welfare: Seven feet (7').

4. Opaque fence to enclose an otherwise permitted outdoor storage area in the I district, but not in any required yard: Ten feet (10').

5. Privacy screening, but not in any required yard unless otherwise authorized above: Six feet (6').

6. Fences regulated by subsection G of this section: Six feet (6').

7. The height of a fence shall be measured from existing average grade on both sides of the fence to the top of the tallest element of the fence.

J. Fences Along Certain Rights Of Way: Every fence constructed along, and within ten feet (10') of, any lot line in any residential zoning district, which lot line abuts any one of the following rights of way, shall conform to the standards set forth in this subsection: U.S. Route 12 (Rand Road), Illinois Route 22, Cuba Road, Buesching Road, Old Rand Road, Miller Road, Midlothian Road, Ela Road, and Quentin Road. Every such fence shall meet all of the following standards:

1. Height: No such fence shall exceed six feet (6') in height except as specifically provided otherwise in subsection F3 of this section.

2. Materials: Every such fence shall be constructed of wood, masonry, wrought iron, new composite materials simulating wood or wrought iron, or any combinations thereof. Chainlink is prohibited.

3. Finishing: Every wood or composite material fence shall be maintained in a natural wood color. Fences may be sealed, varnished, or otherwise finished with natural wood finishing and preserving materials.

K. Vision Clearances: Notwithstanding any other provisions of this section or of this title, no fence shall be erected or maintained in any residential district or in any district used for residential purposes that would create a vision impairment for vehicular traffic.

L. Limitation On Privacy Screening: Privacy screening ~~that is more than five feet (5') tall within yards other than within which they are allowed~~ shall be limited to a maximum length of fifty feet (50') per lot.

M. Swimming Pools: See section [8-11-4](#) of this chapter.

N. Domestic Animal Enclosures: Domestic animal enclosures such as dog runs shall not be constructed or maintained in front of the rear building wall line of the principal structure on the lot. All such enclosures shall comply with yard requirements established in the Lake Zurich zoning code, with the requirements of this section, and with all other applicable village codes and regulations. Such enclosures shall maintain a minimum setback of ten feet (10') from all interior side and rear property lines, and shall not be located within any required front, corner side, or interior side yard. Domestic animal enclosures shall be limited up to ten percent (10%) of the rear yard.

O. Trash Enclosures: Trash enclosures shall comply with the requirements of the Lake Zurich zoning code.

P. Dangerous Fences: Whenever the code official determines that a fence for any reason poses a threat to the public health or safety, then the code official shall cause notice to be issued to the owner or resident of the property on which such fence is located advising such person of the dangerous conditions of such fence and requiring elimination of such conditions. The owner or resident shall make all alterations or repairs required to eliminate all dangerous conditions of such fence within the time period stated in the notice. If such person fails to make such alterations or repairs within the stated time period, then the code official may cause such alterations or repairs to be made and may charge all costs and expenses for the making of such alterations or repairs, including, without limitation, administrative costs and attorney fees, to the owner of the property on which such

fence is located. The failure of such person to make such alterations and repairs shall be a violation of this title.

Q. Nuisance Declared: Every fence erected or maintained in violation of any standard of this section, of the Lake Zurich zoning code, or of any other applicable village code or ordinance is hereby declared to be a public nuisance.

R. Nonconforming Fences: Repair of an existing fence of nonconforming material or in a nonconforming location may be allowed except for barbed wire or razor wire. Removal of an existing fence and subsequent replacement shall require compliance with all regulations contained in this chapter.

S. Definitions: For purposes of this title, the following terms shall have the meanings herein ascribed to them:

CONSTRUCTION FENCES. A temporary fence installed in an approved manner around construction sites for all new commercial buildings, commercial additions and all demolitions. Such fence shall be of chain link, a minimum of 6 feet (6') in height above the finished grade measured on the side away from the construction or demolition site. Gates opening into the construction site shall be locked when workers are not on the site. Construction fences must be removed as follows:

a. For additions, alterations, or repairs to an existing structure: sixty (60) days or when the building permit expires, whichever occurs first.

b. For new construction: once construction is complete or the building permit expires, whichever occurs first.

DOMESTIC ANIMAL ENCLOSURE: Fenced area used principally for the confinement or exercise of a domestic animal, **also referred to as dog runs.**

FENCE: Any barrier structure or natural screening which is used as a boundary or as a means of protection, confinement, or screening. A fence may include vegetation or manufactured materials such as, but not limited to, chainlink, wood, masonry, or stone.

NATURAL FENCE: A fence made of vegetation.

OPEN FENCE: A fence that is constructed so that less than sixty percent (60%) of the superficial area consists of regularly distributed apertures.

PRIVACY SCREENING: A fence made of manufactured materials of limited length for a specific portion of the lot on which it is located.

SOLID FENCE: A fence, including gates, which conceals the activities behind it from the view of adjoining properties, streets, and alleys. (Ord. 2015-3-053, 3-16-2015; amd. Ord. 2024-12-596, 12-2-2024)

The remaining provisions of Chapter 8-11-1 shall remain unchanged in their present form as stated.

SECTION 3: 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 4: 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 5: CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: 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 8 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 June, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of June, 2025.

ATTEST:

Thomas Poynton, Village President

Kathleen Johnson, Village Clerk

Exhibit A

**Copy of the Public Notice to the Daily Herald Newspaper,
published on April 26, 2025**

**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 May 21, 2025, 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 Code 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.

Orlando Stratman
Chairperson, Planning & Zoning Commission

Published April 26, 2025

Exhibit B

**Staff Report and Findings of the Planning and Zoning Commission
Dated May 21, 2025.**



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 2025-07
PZC Hearing Date: May 21, 2025

AGENDA ITEM 4.B

STAFF REPORT

To: Chairperson Stratman and Members of the Planning & Zoning Commission
From: Sarosh Saher, Community Development Director
CC: Colleen McCauley, Village Planner
David Modrzejewski, Building Services Supervisor
Re: PZC 2025-07 Zoning Application for Amendments to the
Lake Zurich Zoning and Building Code

SUBJECT

The Village of Lake Zurich, (the “Applicant”) requests amendments to the text of the Lake Zurich Building and Zoning Code for the purpose of clarifying and increasing the effectiveness of the codes. The amendments propose to increase the maximum height of fences within interior side and rear yards of property within the Village.

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

Staff Report
APPLICATION PZC 2025-07

Community Development Department
PZC Hearing Date: May 21, 2025

BACKGROUND

The Village of Lake Zurich (the “Applicant”), is the Applicant for the proposed text amendment to the Lake Zurich Building and Zoning Code. 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 Code:
 1. *Section 8-11-1.F: Maximum Fence Heights:* Amend the provision for the maximum height of fences in interior side and rear yards from five feet (5') to six feet (6'), and accompanying provisions for the allowance of six feet (6') high fences. As part of the amendment, staff is also proposing to include the definition of Construction Fences.

Fences on property are generally defined as follows:

- *Front yard fences:* Front yard fences facing the street have lower height restrictions, with 3-4 feet being common.
- *Side and Rear Yard (Backyard) fences:* Backyard fences are taller, with 6-8 feet being common.
- *Privacy fences:* A 6-foot fence is often considered standard for privacy, providing enough height to block views from neighbors without appearing overly imposing. These are the most commonly sold fences.
- *Security fences:* Security fences, especially those intended to keep animals or deter intruders, may be taller, with heights of 6 feet or more being common.
- *Decorative fences:* Decorative fences used for aesthetics or garden borders are typically shorter, often between 2 and 4 feet.

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

Staff Report
APPLICATION PZC 2025-07

Community Development Department
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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 Zoning Code. Staff has found the proposed amendments will enhance the purposes of the zoning code 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. Village staff have received a number of requests from residents to allow for 6-foot fences in interior side and rear yards. 6-foot fences are also one of the most commonly sold privacy fences making them the industry standard for privacy fences for residential properties.

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 2025-07. Staff further finds that the amended Lake Zurich Building and Zoning Codes:

1. Will enhance the effectiveness of the Lake Zurich Municipal Code;

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APPLICATION PZC 2025-07

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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

Appendices:

Appendix 1 – Fence Height Comparison by Community
Appendix 2 – Purpose and intent of fences based on their heights

Staff Report
APPLICATION PZC 2025-07

Community Development Department
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Appendix 1

Fence Height Comparison - by Community			
	Community Name	Street yard (feet)	Side/rear yard (feet)
1	Arlington Heights	3	6
2	Barrington	No*	6
3	Buffalo Grove	3	6
4	Deer Park	3	4
5	Hawthorn Woods	No*	6
6	Kildeer	No*	5 for pool enclosures
7	Lakemoor	4	6
8	Libertyville	4	6
9	Long Grove	4	4
10	Mundelein	3	6
11	North Barrington	3.5	8
12	Palatine	3	6
13	Round Lake	3	6
14	Vernon Hills	4	6
15	Volo	3	4
16	Wauconda	4	6

* No fences allowed in these yards.

Staff Report
APPLICATION PZC 2025-07

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Appendix 2

The general purpose and intent of fences based on their heights are as follows:

Three-Foot Fences (3' Tall Fencing)

Advantages:

- Enhances Curb Appeal - These fences are often used for their decorative value, enhancing the visual appeal of a property without significantly obstructing the view.
- Accessibility and Openness: - A three-foot fence makes it easy for homeowners to engage with neighbors or passersby, promoting a friendly, open community atmosphere.
- Lower Cost: - Less material and labor are required for installation, making this an economical option for those looking to define property boundaries without a significant financial investment.

Disadvantages:

- Limited Security and Privacy: - Due to its short stature, a three-foot fence provides minimal privacy and security. It is easy to climb over and does little to deter intruders.
- Inadequate for Larger Pets: - This fence height is often insufficient for containing larger pets or those that can jump, as most dogs can easily leap over a barrier this size.

Ideal Use:

Three-foot fences are particularly suitable for front yards where full privacy is not a priority but where delineating property boundaries is desired. They are also popular in community settings or historic districts where open sightlines are preserved to maintain a specific aesthetic continuity. A 3-foot front fence height serves as a subtle boundary while maintaining an open and charming atmosphere.

Staff continues to recommend that front yard fences remain at 3- feet in height

Four-Foot Fences (4' Tall Fencing)

Advantages:

- Aesthetic Appeal: - A four-foot fence is often sufficient for front yards, maintaining curb appeal while subtly marking property boundaries. A 4-foot front yard fence height is tall enough to keep children and pets safe within your property while maintaining an open and welcoming feel in your yard. This front yard fence height acts as a safety barrier, providing peace of mind for parents and pet owners, while also meeting pool code requirements.
- Cost-effective: - Lower materials and installation costs due to less material usage.

Disadvantages:

- Limited Security: - Shorter fences are easier to climb over, offering minimal security and privacy.
- Pet Containment: - May not be effective for containing larger dogs or those that can jump high.

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Community Development Department
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Ideal Use:

Primarily decorative, these fences are suitable for areas where visual openness is preferred over privacy and security.

Staff does not recommend allowing the use of 4-foot high fences in street yards.

Five-Foot Fences (5' Tall Fencing)

Advantages:

- Moderate Privacy and Security: - A five-foot fence strikes a balance between accessibility and security, offering a deterrent to casual trespassers without completely sealing off the property.
- Pet Containment: - Generally effective for medium-sized dogs, this height can prevent them from jumping over while allowing them some visibility beyond the yard.
- Aesthetically Pleasing: - This height is often seen as proportionally pleasing, maintaining a balance between being overtly imposing and too inviting.

Disadvantages:

- Limited Security for Agile Climbers: - While it provides a moderate barrier, agile intruders or larger animals can still potentially overcome a five-foot fence.
- Partial Privacy: - While taller than four-foot options, it may not offer complete visual privacy, especially against elevated viewpoints or taller individuals.

Ideal Use:

Five-foot fences are well-suited for residential properties where homeowners desire a mix of privacy, security, and aesthetic openness. They are commonly used in backyards where a combination of pet containment and child safety is important without creating a fortress-like appearance.

Six-Foot Fences (6' Tall Fencing)

Advantages:

- Enhanced Privacy and Security: - Provides better security against intruders and keeps prying eyes away from private activities.
- Good for Pet Containment: - Effective for keeping most pets, including large dogs, securely within the yard.

Disadvantages:

- Cost: - More material leads to higher costs in terms of both materials and labor.

Ideal Use:

This is the most common residential fence height, balancing security, privacy, and aesthetics. It's especially popular in suburban areas around Schaumburg.

Staff is recommending allowing the construction of 6-foot high solid privacy fences within interior side and rear yards.

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Eight-Foot Fences (8' Tall Fencing)

Advantages:

- Maximum Security: - Provides substantial protection against unauthorized entry.
- Privacy: - Keeps commercial operations out of public view, which is beneficial for businesses handling sensitive activities.

Disadvantages:

- Local Regulations: - Might require special permits; not all zones allow for such tall structures.
- Cost and Installation: - Higher costs for materials and installation; may require more robust support structures.

Ideal Use:

Ideal for industrial sites, warehouses, and other commercial properties requiring high levels of security and privacy. Not suitable for residential areas as it creates the “barrier” effect within communities.

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APPLICATION PZC 2025-07

Community Development Department
PZC Hearing Date: May 21, 2025

LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS

MISCELLANEOUS AND PROCEDURAL AMENDMENTS TO THE
LAKE ZURICH BUILDING AND ZONING CODE
May 21, 2025

The Planning & Zoning Commission recommends approval of Application PZC 2025-07, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **May 21, 2025** 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



(Please Type or Print)

ANNEXATION AND ZONING APPLICATION

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

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 9th day of

May, 2025.

Nadine J. Gerling
(Notary Public)

"OFFICIAL SEAL"
NADINE J. GERLING
Notary Public, State Of Illinois
Commission No. 835910
My Commission Expires July 03, 2028

(Name of Owner, if different)

(Signature of Owner, if different)

Subscribed and sworn to before me this _____ day of _____, 2025.

(Notary Public)

My Commission Expires _____

**Village of Lake Zurich
Proposed Text Amendment**

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

Proposal: Various miscellaneous and procedural amendments to the text of the zoning and building codes to enhance their effectiveness.

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

Submitted by:



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

Dated: May 1, 2025

8-11-1 : FENCES:

- A. Permit Required: No fence shall be erected or altered until a permit has been secured from the village by the owner of the property on which such fence is located or proposed, or his agent, and payment of the fee required in chapter 2 of this title.
- B. Application Requirements: Every application for a fence permit shall include a plat of survey of the property on which such fence is located or proposed; specifications detailing the type of fence, the precise location on the property where such fence is located or proposed, the materials to be used for the fence, the anticipated dates of commencement and completion of construction; such other information as may be required by the code official; and the required fees.
- C. Prohibited Fences:
 - 1. Barbed wire and razor wire and similar materials are prohibited except only after written approval of the code official to protect the public health, safety, or welfare. No such fences shall be allowed under any circumstances in any residential district or along any property line abutting a lot used for residential purposes, regardless of the zoning of such lots.
 - 2. Electrically charged fences are prohibited.
 - 3. Chainlink and wire fabric fences are prohibited in any required front yard or corner side yard.
 - 4. Chainlink fence requirements in a residential district, a fence of 11-gauge is permitted. In all other districts, a vinyl coated fence of not smaller than 9-gauge shall be permitted. All such fences shall be entirely of corrosion resistant material unless otherwise specifically approved in writing by the code official.
- D. Construction Standards: Every fence shall be constructed to resist a horizontal wind pressure of not less than thirty-five (35) pounds per square foot in addition to all other forces to which such fence may be subjected under normal circumstances. All support posts shall be set in concrete or compacted gravel a minimum 30 inches deep.
- E. No fence shall be constructed to create a drainage obstruction or deter the natural flow of water.
- F. No fence shall be constructed or installed from materials other than typical fencing materials unless specifically authorized by the building official.
- G. No fabric, bamboo, or other material may be attached to fencing. Exception: fabric may be attached to approved construction fencing. .
- H. Finished Side Faces Out: Every fence shall be erected so that the posts and all other supporting members are on the side of the fence facing inward to the property on which the fence is located. No fence shall be erected with supporting members on the outside of such fence.
- I. Maximum Fence Heights:
 - 1. Front and corner side yards: Three feet (3').
 - 2. Interior side and rear yards: Five Six feet (56').

~~The village manager may grant a modification from this subsection I2 to permit~~

~~the installation of a six foot (6') fence along an interior side or rear yard that will adjoin and connect to existing six foot (6') fences located on adjacent lots, provided that the village manager determines that the installation of such fence will not result in any undue adverse effect on neighboring property.~~

3. Solid fence or open fence: a) along railroad rights of way, b) along residential property line abutting business or industrial district or property used for business or industrial purposes, c) along residential property line abutting Route 12 or Route 22, or d) along lot lines in the business or industrial districts other than lot lines abutting rights of way if determined by the code official to be required to protect the public health, safety, or welfare: Seven feet (7').

4. Opaque fence to enclose an otherwise permitted outdoor storage area in the I district, but not in any required yard: Ten feet (10').
5. Privacy screening, but not in any required yard unless otherwise authorized above: Six feet (6').
6. Fences regulated by subsection G of this section: Six feet (6').
7. The height of a fence shall be measured from existing average grade on both sides of the fence to the top of the tallest element of the fence.

J. Fences Along Certain Rights Of Way: Every fence constructed along, and within ten feet (10') of, any lot line in any residential zoning district, which lot line abuts any one of the following rights of way, shall conform to the standards set forth in this subsection: U.S. Route 12 (Rand Road), Illinois Route 22, Cuba Road, Buesching Road, Old Rand Road, Miller Road, Midlothian Road, Ela Road, and Quentin Road. Every such fence shall meet all of the following standards:

1. Height: No such fence shall exceed six feet (6') in height except as specifically provided otherwise in subsection F3 of this section.
2. Materials: Every such fence shall be constructed of wood, masonry, wrought iron, new composite materials simulating wood or wrought iron, or any combinations thereof. Chainlink is prohibited.
3. Finishing: Every wood or composite material fence shall be maintained in a natural wood color. Fences may be sealed, varnished, or otherwise finished with natural wood finishing and preserving materials.

K. Vision Clearances: Notwithstanding any other provisions of this section or of this title, no fence shall be erected or maintained in any residential district or in any district used for residential purposes that would create a vision impairment for vehicular traffic.

L. Limitation On Privacy Screening: Privacy screening ~~that is more than five feet (5') tall within yards other than within which they are allowed~~ shall be limited to a maximum length of fifty feet (50') per lot.

M. Swimming Pools: See section 8-11-4 of this chapter.

N. Domestic Animal Enclosures: Domestic animal enclosures such as dog runs shall not be constructed or maintained in front of the rear building wall line of the principal structure on the lot. All such enclosures shall comply with yard requirements established in the Lake Zurich zoning code, with the requirements of this section, and with all other applicable village codes and regulations. Such enclosures shall maintain a minimum setback of ten feet (10') from all interior side and rear property lines, and shall not be located within any required front, corner side, or interior side yard.

Domestic animal enclosures shall be limited up to ten percent (10%) of the rear yard.

O. Trash Enclosures: Trash enclosures shall comply with the requirements of the Lake Zurich zoning code.

P. Dangerous Fences: Whenever the code official determines that a fence for any reason poses a threat to the public health or safety, then the code official shall cause notice to be issued to the owner or resident of the property on which such fence is located advising such person of the dangerous conditions of such fence and requiring elimination of such conditions. The owner or resident shall make all alterations or repairs required to eliminate all dangerous conditions of such fence within the time period stated in the notice. If such person fails to make such alterations or repairs within the stated time period, then the code official may cause such alterations or repairs to be made and may charge all costs and expenses for the making of such alterations or repairs, including, without limitation, administrative costs and attorney fees, to the owner of the property on which such fence is located. The failure of such person to make such alterations and repairs shall be a violation of this title.

Q. Nuisance Declared: Every fence erected or maintained in violation of any standard of this section, of the Lake Zurich zoning code, or of any other applicable village code or ordinance is hereby declared to be a public nuisance.

R. Nonconforming Fences: Repair of an existing fence of nonconforming material or in a nonconforming location may be allowed except for barbed wire or razor wire. Removal of an existing fence and subsequent replacement shall require compliance with all regulations contained in this chapter.

A. Definitions: For purposes of this title, the following terms shall have the meanings herein ascribed to them: **DOMESTIC ANIMAL ENCLOSURE**: Fenced area used principally for the confinement or exercise of a domestic animal, also referred to as dog runs.

CONSTRUCTION FENCES. A temporary fence installed in an approved manner around construction sites for all new commercial buildings, commercial additions and all demolitions. Such fence shall be of chain link, a minimum of 6 feet (6') in height above the finished grade measured on the side away from the construction or demolition site. Gates opening into the construction site shall be locked when workers are not on the site. Construction fences must be removed as follows:

- a. For additions, alterations, or repairs to an existing structure: sixty (60) days or when the building permit expires, whichever occurs first.
- b. For new construction: once construction is complete or the building permit expires, whichever occurs first.

FENCE: Any barrier structure or natural screening which is used as a boundary or as a means of protection, confinement, or screening. A fence may include vegetation or manufactured materials such as, but not limited to, chainlink, wood, masonry, or stone.

NATURAL FENCE: A fence made of vegetation.

OPEN FENCE: A fence that is constructed so that less than sixty percent (60%) of the superficial area consists of regularly distributed apertures. **PRIVACY SCREENING:** A fence made of manufactured materials of limited length for

a specific portion of the lot on which it is located.

SOLID FENCE: A fence, including gates, which conceals the activities behind it from the view of adjoining properties, streets, and alleys. (Ord. 2015-3-053, 3-16-2015; amd. Ord. 2024-12-596, 12-2-2024)



At the Heart of Community

PUBLIC WORKS DEPARTMENT
Public Works Division

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: May 21, 2025

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Director of Public Works

Subject: **2025 Crack Seal Program**

MEMORANDUM
6/1

Issue: The FY2025 budget includes \$60,000 in Motor Fuel Tax (MFT) fund for preventative street maintenance.

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

- *Infrastructure Investment:* Develop and formalize a long-range street maintenance program.

Background: In order for the Village to receive maximum returns on the significant investments made towards the annual street resurfacing program, a maintenance program is necessary. The preferred method of crack sealing addresses the freeze/thaw cycles that cause bituminous asphalt to become brittle and develop cracks.

If left untreated, these cracks introduce moisture to the pavement structure which leads to premature pavement deterioration and higher reconstruction costs. A crack sealing program is typically introduced three to five years after a street is resurfaced and can add 10 years to the life of a street.

Analysis: Staff solicited bids for the 2025 Crack Sealing Program on May 1, 2025. The bid opening occurred on March 27, 2025. The Village received two (2) bids. The bid results are shown below. A full reference list was made available to Village staff for review. The results of the reference inquiries were found to be favorable. Staff has also confirmed with Patriot Pavement Maintenance Inc. that all operations, installation practices, and documentation shall comply with the specifications set forth in the bid documentation.

Bid results can be found below.

<u>Bidder</u>	<u>Total</u>
Patriot Pavement Maintenance (Wheeling, IL)	\$43,500.00
SKC Construction (West Dundee, IL)	\$49,800.00

Recommendation: Award a contract for the 2025 Crack Sealing Program to Patriot Pavement Maintenance at a unit price of \$1.45 per pound of sealant, in a not to exceed amount of \$60,000.

W/Attachments:

1. Bid Tabulation
2. Patriot Pavement Maintenance Bid Documents

BID: Crack Sealing**Due: May 13, 2025 10:00 a.m.**

BIDDER	Bid Amount/Per Unit Price	Bond
SKC Construction Inc PO Box 503 West Dundee, IL 60118	\$ 1.66	Yes 05-13-25 8:19 a.m.
Patriot Pavement Maintenance 165 W Hintz Rd Wheeling, IL 60090	\$ 1.45	Yes 05-13-25 9:53 a.m.

Laura Berg, Accounts Payable
 Keli Amato, Office Mrg
 Jason Schuler, Gen Svrs Supervisor

Village Hall Boardroom
 5/13/2025 10:01 A.M.

Western National Mutual Insurance Company
Edina MN 55435

BID BOND

CONTRACTOR:

(Name, legal status and address)

Patriot Pavement Maintenance, Inc.
165 W. Hintz Rd.
Wheeling, IL 60090

OWNER:

(Name, legal status and address)

Village of Lake Zurich
70 East Main Street
Lake Zurich, IL 60047

BOND AMOUNT: Ten Percent (5%) of Bid Amount

PROJECT:

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

Sealcoating and Striping of walking paths, parking lot sites

SURETY:

(Name, legal status and principal place of business)

Western National Mutual Insurance Company
4700 West 77th Street
Edina MN 55435

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.

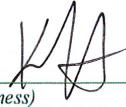
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

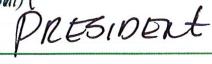
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

1

Signed and sealed this 12th day of May, 2025.


(Witness)


(Principal) 
(Title) 
(Seal)


(Witness)

Western National Mutual Insurance Company

(Surety) 
(Title) 
(Seal)



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

2



The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: Oaklane Insurance Agency #10472

John P. Brandl, Samuel P. Brandl, Jennifer Angell, Sabrina Cecchi
 Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surely, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written Instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 5th day of December, 2023.

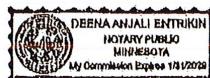
Jennifer A. Young, Secretary



Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Deena Anjali Entrikin, Notary Public
 My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Jennifer A. Young, Secretary



Signed and sealed at the City of Edina, MN this 11 day of April, 2025



Illinois Department
of Transportation

Local Public Agency
Formal Contract Proposal

COVER SHEET

Proposal Submitted By:

Contractor's Name

Patriot Pavement Maintenance

Contractor's Address

165 W. Hintz Rd

City

Wheeling

State

IL 60090

Zip Code

STATE OF ILLINOIS

Local Public Agency

Village of Lake Zurich

County

Lake

Section Number

25-00000-00-GM

Route(s) (Street/Road Name)

Various Locations throughout Village

Type of Funds

Motor Fuel Tax

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Michael J. Brown 04/25/2025

Official Title

Director of Public Works

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Lake Zurich	Lake	25-00000-00-GM	Various Locations throughout V

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Village of Lake Zurich Village Hall
 70 E. Main Street Lake Zurich, Illinois 60047

 Address _____ Name of Office _____
 until 10:00 AM on 05/13/25
 _____ Time _____ Date

Sealed proposals will be opened and read publicly at the office of Village of Lake Zurich Village Hall
 70 E. Main Street Lake Zurich, Illinois 60047

 Address _____ Name of Office _____
 at 10:00 AM on 05/13/25
 _____ Time _____ Date

DESCRIPTION OF WORK

Location	Project Length
Various	N/A

Proposed Improvement

Crack Sealing for various locations throughout Village. Priority locations are shown on Exhibit A included with the specifications.

1. Plans and proposal forms will be available in the office of
www.lakezurich.org/296/Requests-Bids 2025 Crack Sealing

Contact Mike Cernock at 847-540-1696 with questions.

2. Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Lake Zurich	Lake	25-00000-00-GM	Various Locations throughout V

PROPOSAL

1. Proposal of

Patrol + Pavement Maintenance

Contractor's Name

165 W. Hintz Rd Wheeling, IL 60090

Contractor's Address

- The plans for the proposed work are those prepared by Village of Lake Zurich and approved by the Department of Transportation on _____.
- The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- The undersigned agrees to complete the work within _____ working days or by 10/31/25 unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Lake Zurich Treasurer of Village of Lake Zurich.

The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Attached

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Lake Zurich	Lake	25-00000-00-GM	Various Locations throughout V

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

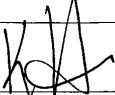
- Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Attest:



A rectangular box containing a handwritten signature of 'Matt Sollars' in black ink.

Secretary

Secretary

Treasurer

Matt Sollars

Matt Sollars

Matt Sollars



Illinois Department of Transportation

Schedule of Prices



Contractor's Name

Patriot Pavement Maintenance

Contractor's Address

City

State Zip Code

Local Public Agency

County

Section Number

Route(s) / Street/Road Name)

County

Section Number

Route(s) (Street/Road Name)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

RECEIVED
MAY 13 2025



Illinois Department of Transportation

Affidavit of Availability



For the Letting of

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

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With	Vis of Whee	Wt Prosp	Wt mette	Lak Buff		
Estimated Completion Date	10/2025	8/2025	7/2025	4/2025		
Total Contract Price	65K	85K	20K	30K		200K
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
						Total Value of All Work

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

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

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints	65 K	85 K	201K	301K	2001K
Aggregate Bases, Surfaces					
Highway, R.R., Waterway Struc.					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning, Rotomilling					
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
Totals					

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

Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

Notary

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

Officer or Director

Matt Sollars

Title

President

Signature

Matt S

Date

5/13/25

Company

Patriot Pavement Maintenance

Address

105 W. Hunter

City

Wheeling

State

IL

Zip Code

60090

Subscribed and sworn to before me
this 13 day of May 2025

Kimberly M. Harris
(Signature of Notary Public)

My commission expires 1-5-2026



(Notary Seal)

Add pages for additional contracts



Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Lake Zurich	Lake		25-00000-00-GM

All contractors are required to complete the following certification

For this contract proposal or for all bidding groups in this deliver and install proposal.
 For the following deliver and install bidding groups in this material proposal.

Local #1

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder

Patriot Pavement Maintenance

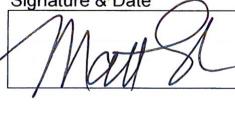
Title

President

Address

165 W. Hintz R

Signature & Date



5/12/2025

City

Wheeler

State

IL

Zip Code

60090

Completed 04/25/25

Page 1 of 1

BLR 12325 (Rev. 01/19/23)